Columbia County Board of Commissioners
Proposed Agenda for February 3, 2026 at 6:00 PM
Evans Government Center Auditorium, Evans, Georgia

Commissioners:
Chairman - Douglas R. Duncan, Jr.
District 1 - Connie M. Melear
District 2 – Jim M. Steed
District 3 – Michael W. Carraway
District 4 - Alison G. Couch

A. CALL TO ORDER — Chairman Duncan

B. INVOCATION — Commissioner Melear

C. PLEDGE OF ALLEGIANCE — Chairman Duncan

D. ROLL CALL / QUORUM — Chairman Duncan

E. APPROVAL OF THE MINUTES OF PREVIOUS MEETING — Chairman Duncan

1. (E1) January 20, 2026

F. PRESENTATION AND APPROVAL OF THE AGENDA — Chairman Duncan

The Chairperson of the Board of Commissioners shall prepare and present the agenda for each meeting of the Board of Commissioners. Sec 2-81(4) Columbia County Code of Ordinances

G. SPECIAL RECOGNITION, PRESENTATION, AND / OR DECLARATION — Chairman Duncan

H. CONSENT AGENDA — Chairman Duncan

The Board, upon a motion and second, shall vote on the items on the consent agenda collectively. A vote on the consent agenda shall constitute a vote on each and every item listed thereon. Upon a vote of a majority of the members of the Board present and voting approving the consent agenda items, each and every item shall stand approved as if voted on individually. Section 2-81(6) Columbia County Code of Ordinances.

1. Community and Emergency Services Committee — Commissioner Steed
   a. (H1a) Cell Phone Allowance for Animal Services Manager
   b. (H1b) Tennis Contractor Agreement with Petersburg Tennis Academy, LLC.
   c. (H1c) Animal Services Donations
   d. (H1d) Senior Center Donation
   e. (H1e) Perfect Game Baseball 2026 Tournament Hosting Services Agreement with Gameday JJ, LLC.
   f. (H1f) Merchants Association of Columbia County Donation to FLY Scholarship
   g. (H1g) Acceptance of Bid 2025038-BID2510 for (30) Scott XD Self-Contained Breathing Apparatus (SCBA) from American Safety and Firehouse
2. Public Works and Engineering Services Committee — Commissioner Carraway
   a. (H2a) Purchase of Two 4wd Trucks for Sheriff's Office
   b. (H2b) Ancillary Dwelling Variance for 140 Wild Turkey Trail, Tax Map 017 Parcel 065
   c. (H2c) Change Order #2 with Strack, Inc. for the Harlem Euchee Creek Interceptor Project.

d. (H2d) Award 2025037-BID5100 and Contract to Reeves Construction Company for the Jim Blanchard WTP Loop Access Road Improvements

e. (H2e) Purchase of Smartpoints from Sensus, Inc.

f. (H2f) Independent Contractor Agreement with RCM Utilities to rehab 14 manholes

g. (H2g) A Maintenance Agreement with Yancey Power Systems for Eight Generators

h. (H2h) Easement Agreement with Georgia Power at 490 Carole Dr (Parcel # 039 136)

i. (H2i) Equipment Purchase and Installation of Traffic Cameras at the Intersection of Appling Harlem Rd (US 221/SR 47) and I-20 (SR 402)

j. (H2j) Acceptance of Easements for Elite Learning Academy

k. (H2k) Acceptance of Remnant Parcel Improvements as Right-of-Way in Whispering Pines Subdivision

l. (H2l) Acceptance of Improvements for Tillery Park Area 7

I. DEBATE AGENDA — Chairman Duncan

The Chairman, after allowing sufficient time for debate and consideration, shall have the authority to call the question and when this is done, the question before the Board shall be immediately voted upon. Section 2-81(7) Columbia County Code of Ordinances.

1. New Business — Chairman Duncan

   a. Community and Emergency Services Committee — Commissioner Steed

      1. (I1a1) Ordinance Number 26-01 Amendment to the Code of Ordinance of Columbia County Chapter 14 Animals Section 14-1, 14-4, 14-5 and 14-14 ***- First Reading***

   b. Development and Planning Services Committee — Commissioner Melear

      1. (I1b1) VA26-01-01, Variance to Section 90-53 *List of lot and structure requirements*, 5359 Magnolia Court, Tax Map 060 Parcel 087A, 4.87 +/- acres, and currently zoned R-A (Residential Agricultural).

      2. (I1b2) VA26-01-02, Variance to Section 90-144 *Placement of buildings and structures*, 3510 Gloucester Court, Tax Map 082I Parcel 089, 0.41 +/- acres, and currently zoned R-3 (Single Family Residential) and Easment Encroachment Agreement

      3. (I1b3) VA26-01-03, Variance to Sections 90-98 *list of lot and structure requirements* and 90-139 *buffers and screening*, portion of 348 Furys Ferry Road, Tax Map 082B Parcel 115, a 0.98 +/- acre portion of a 4.71 +/- acre total, and currently zoned C-1 (Neighborhood Commercial).

      4. (I1b4) RZ26-01-03, Rezoning from S-1 (Special), M-2 (General Industrial), R-A (Residential Agricultural), and split zoned R-A and M-1 (Light Industrial) to D-C (Data Center), property located at 5140, 5145 and 5150 and off Catalyst Drive, 820, 825, 845, 865, and 870 Progress Drive, 1668, 1670, 1672, and off Appling Harlem Road, 2050 and off Morris Calloway Road, and off I-20, Tax Map 018 Parcel 006, Tax Map 019 Parcels 001, 002, 002A, 002B, 002G, and 003, Tax Map 028 Parcels 026, 026B, 026C, 026E, 027, 029, 027F, 027H, 027I, 027J, 027K, 027L, 027M, 027N, 027O, and 027Q , 3,140 +/- acres combined, and currently zoned S-1 (Special), M-2 (General Industrial), R-A (Residential Agricultural) and split zoned R-A and M-1 (Light Industrial).

      5. (I1b5) RZ26-01-01, Rezoning from PUD (Planned Unit Development) to D-C (Data Center), 1382 Appling Harlem Road, 6423 Wrightsboro Road, 6367 Wrightsboro Road, and off Interstate 20, Tax map 029 parcels 036, 037B, 038, and 057, 417.9 +/- acres, and currently zoned PUD (Planned Unit Development).

6. (I1b6) RZ26-01-02, Rezoning from a split zoned R-A (Residential Agricultural) & M-1 (Light Industrial) and R-A (Residential Agricultural) to D-C (Data Center), located at 1769 Lonergan Hulme Road, 6215 Natures Way, 1843 Lonergan Hulme Road, 1837 Lonergan Hulme Road, 1781 Lonergan Hulme Road, off Lonergan Hulme Road, 1803 Lonergan Hulme Road, 1805 Lonergan Hulme Road, 1807 Lonergan Hulme Road, and 6201 Gavin Road, Tax Map 029 Parcels 011, 011A, 006, 005, 006B, 010A, 010B, 009, 008A, 008 and Tax Map 040 Parcel 142, 944.27 +/- acres combined, and currently split zoned R-A (Residential Agricultural) & M-1 (Light Industrial) and R-A (Residential Agricultural).

2. Items Added at the Meeting

J. LEGAL MATTERS — County Attorney Driver

K. REQUESTS FOR REVIEW BY COMMITTEE — Chairman Duncan

L. PUBLIC COMMENTS — Chairman Duncan

Anyone desiring to speak before the Board is limited to five minutes and must fill out a request to speak form which should be given to the county clerk prior to the start of the meeting. Comments should provide relevant information regarding (their) position and should avoid being repetitious. If a group wishes to speak, one person must be designated to speak for the group. Please speak into the microphone and adjust as needed. You may view the video of the Board of Commissioners meeting on our website www.columbiacountyga.gov..

M. EXECUTIVE SESSION — Chairman Duncan

All portions of meetings held in executive session shall be held in accordance with the provisions of O.C.G.A. Section 50-14-1 through 50-14-4 to discuss exempt personnel matters, land acquisitions, pending or threatened lawsuits, and other matters as permitted by law.

1. Property
   a. (M1a) Property A
   b. (M1b) Property B
   c. (M1c) Property C
   d. (M1d) Property D
   e. (M1e) Property E
   f. (M1f) Property F

N. ADJOURNMENT — Chairman Duncan

The next scheduled meeting is Tuesday, February 17, 2026 at 6:00 p.m. in the Auditorium of Building A at the Evans Government Center

The following is a draft of the actions taken at the January 20, 2026 meeting. This document has not been reviewed or approved and is not an official record of the meeting. The Board will approve the official minutes on February 03, 2026.

Columbia County Board of Commissioners Meeting
Minutes of Tuesday, January 20, 2026 at 6:00 PM
Evans Government Center Auditorium, Evans, Georgia

Present at the meeting included:

Chairman Douglas R. Duncan, Jr.
Vice Chairman Alison G. Couch
Commissioner Connie M. Melear
Commissioner Jim M. Steed
Commissioner Michael W. Carraway
County Manager Scott Johnson
Deputy County Manager Matt Schlachter
Deputy County Manager Glenn Kennedy
County Attorney Chris Driver
County Clerk Patrice R. Crawley

Division Directors:
Scott Sterling – Planning Services
Paul Scarbary - Development Services
Kyle Titus - Engineering Services
Chief Jeremy Wallen - Fire Services
Michael Blanchard - Technology Services
Stacey Gordon - Water Utility Services
Steven Prather – Facility Services
County Staff

Members of the Media and Public

A. CALL TO ORDER
Chairman Duncan called the meeting to order at 6:00 p.m.

B. INVOCATION
Chairman Duncan gave the invocation.

C. PLEDGE OF ALLEGIANCE
County Manager Johnson led the pledge to the American Flag.

D. ROLL CALL / QUORUM
Chairman Duncan declared a quorum with five Commissioners present.

E. APPROVAL OF THE MINUTES OF PREVIOUS MEETING

(E1) January 06, 2026
Commissioner Melear made a motion to approve the minutes of the January 06, 2026 Board of Commissioners meeting as presented. Commissioner Carraway seconded the motion. The motion carried unanimously.

F. PRESENTATION AND APPROVAL OF THE AGENDA
Chairman Duncan presented the agenda.

G. SPECIAL RECOGNITION, PRESENTATION, AND / OR DECLARATION

H. CONSENT AGENDA
In accordance with Columbia County Code of Ordinance Section 2-81(6), the following items were voted on collectively. Commissioner Melear made a motion to approve the consent agenda as presented. Commissioner Steed seconded the motion. The motion carried unanimously.

(H1) Management and Internal Services Committee

(H1a) Annual Approval of Bank Accounts
Approved all bank accounts that were presented.

(H1b) ESRI Subscription Renewal Authorization of Payment
Approved ESRI subscription renewal authorization of payment in the amount of $170,000; 6516500.533035.

(H1c) Patriot's Park Gym Renovation Project Change Order 002
Approved Change Order Number 2 for Patriot's Park gym renovation in a deduction of $26,517.44; 22450.32.015.

(H1d) Professional Services Contract with Booker + Vick Architects for the Renovation of G1 for the Department of Revenue.
Approved a Professional Services Contract with Booker+Vick Architects for the renovation of G1 for the Department of Revenue in the amount of $47,500.

(H1e) Independent Contract with Two State Construction for the Replacement of the Hazmat Building at Fire Station #7
Approved an Independent Contract with Two State Construction for the replacement of the hazmat building at Fire Station Number 7 in the amount of $99,959; 2102100.544035.

(H1f) Independent Contract with Sommers Construction Company for Repairs to the Columbia County Maintenance Department Building
Approved an Independent Contract with Sommers Construction Company for repairs to the Columbia County Maintenance Department Building in the amount of $134,112; 2102100.544035.

(H2) Development and Planning Services Committee

(H2a) Easement Encroachment Agreement, 5113 Washington Road, Tax map 065 Parcel 898, 0.98 +/- acres
Approved an Easement Encroachment Agreement for tax map 065 898.

I. DEBATE AGENDA

(I1) New Business

(I1a) Management and Internal Services Committee

(I1a1) 2026 Board and Committee Appointments
Vice Chair Couch made a motion to approve the reappointment and appointments as listed on the recommendation sheet with the addition of Jon Migas for a one-year term on the Tree Advisory Board. Commissioner Carraway seconded the motion. The motion carried unanimously.

(I2) Items Added at the Meeting

J. LEGAL MATTERS

K. REQUESTS FOR REVIEW BY COMMITTEE

L. PUBLIC COMMENTS

(L1) Brenda Heidman, Daniel Lanning, Howard Johnson, Marlena Bergeron and Bob Anderson
Brenda Heidman, Daniel Lanning and Marlena Bergeron spoke against data centers. Bob Anderson spoke on the quality of life in rural areas. Howard Johnson read a statement from Karin Parham and they both have concerns about the library shelving policy.

M. EXECUTIVE SESSION

N. ADJOURNMENT

Vice Chair Couch made a motion to adjourn the meeting at 6:33 p.m. Commissioner Carraway seconded the motion. The motion carried unanimously.

Community and Emergency Services Committee
February 3, 2026

Fund:	Animal Services Salaries and Wages	Department:	Community Services
Revenue:	$0.00	Contact:	John Luton
Expenses:	$1440.00	Phone:	706-863-7523
Line Codes(s):	1011713.511001		

ITEM: Cell Phone Allowance for Animal Services Manager

BACKGROUND: The Animal Services Manager position currently does not have an approved cell phone allowance. The previous manager who recently retired used a county issued cell phone.

STAFF RECOMMENDATION: Staff recommends approval of the addition of a cell phone allowance for the Animal Services Manager position in the amount of $55.39 per pay period, retroactively effective with the pay period that began December 14, 2025.

COMMITTEE COMMENTS: Forward to Consent Agenda.

COMMITTEE RECOMMENDATION / MOTION: *Approved an annual cell phone allowance in the amount of $1,440 for the Animal Services Manager position to be retroactive to the pay period beginning December 14, 2025.*

Community and Emergency Services Committee
February 3, 2026

Fund:		Department:	Community Services
Revenue:	$0.00	Contact:	John Luton
Expenses:		Phone:	706-863-7523
Line Codes(s):	1010831.488007		

ITEM: Tennis Contractor Agreement with Petersburg Tennis Academy, LLC.

BACKGROUND: Columbia County Parks, Recreation and Events has run a fundamental tennis program for both youth and adults for many years. These programs are registered and controlled by CCPRE staff while utilizing local area tennis professionals to staff and provide valuable instruction to the enrollees in the program.

Petersburg Tennis Academy, LLC will run all programming at the location chosen by Columbia County Parks, Recreation and Events in accordance with needs and location preferences. For all tennis fundamental programs, County retains 100% of revenue. For all summer programs, County and Vendor split revenue 50/50. Tennis catalogue offerings include:
-Eight junior tennis programs per year (4 in spring and 4 in fall) for ages 6-18 each running 8 weeks at a time.
-Four adult beginners tennis programs per year (2 in spring and 2 in fall) each running 8 weeks at a time.
-Three weeklong youth tennis summer camps at various weeks during the summer.

STAFF RECOMMENDATION: Staff recommends approval of the proposed agreement with the Petersburg Tennis Academy to provide instruction and programming beginning February 3, 2026 and terminating June 30, 2027.

COMMITTEE COMMENTS: Forward to Consent Agenda.

COMMITTEE RECOMMENDATION / MOTION: *Approved The Tennis Contractor Agreement with Petersburg Tennis Academy, LLC.*

TENNIS CONTRACTOR AGREEMENT

This Agreement is made and entered into February 3, 2026 by and between **Petersburg Tennis Academy, LLC,** a GA Limited Liability Company with a location at 310 Joshua Tree Drive, Martinez, GA 30907 (hereinafter the "Contractor") and **Columbia County, Georgia,** a political subdivision of the state of Georgia, (hereinafter the "County").

WHEREAS, the County has identified a need to contract for a Tennis Contractor to conduct the Tennis Fundamentals Program and Tennis Summer Camps as the County shall approve (hereinafter "Services"), in accordance with the County's Scope of Work, which is Exhibit "A" attached hereto and made a part hereof, to be provided by an outside contractor.

WHEREAS, the Contractor desires to provide Services to tennis patrons of Columbia County and the County desires to engage Contractor for such purposes;

NOW THEREFORE, in consideration of the premise, the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Contractor and County hereby agree as follows:

1. Term. The term of this Agreement shall commence on February 3, 2026 and terminate on June 30, 2027, subject to Owner's right to terminate this Agreement, if for any reason the Owner is dissatisfied with the Contractor's performance. The Agreement shall renew for a term of one year, beginning at the end of the initial term, for a second term of one year, beginning at the end of the first renewal term, for a third term of one year, beginning at the end of the second renewal term. These renewals may be canceled by the County at any time prior to the beginning of the renewal term to which each applies.

2. Compensation. Contractor agrees to conduct the Tennis Fundamentals Program, with Columbia County retaining 100% of the revenue from the Tennis Fundamentals Program registrations. In exchange, the awarded vendor will be allowed to schedule group lessons and private lessons, in which the vendor will retain 100% of the revenue generated. Contractor will also conduct the County's tennis summer camps. Revenue from the summer camps will be split between Columbia County and the Contractor 50/50. Compensation will be in accordance with the Georgia Prompt Pay Act.

3. Contractor Relationship. In performance of services specified by the Contractor's Proposal under this Agreement, the Contractor is acting as an independent contractor and not as an employee, partner or agent of the County. The Contractor shall have no power or authority to bind, represent or act on behalf of the County. As an independent contractor, the Contractor will be responsible for the payment of all taxes on the Contractor's earnings under this Agreement and will not be subject to withholding of income, FICA, or Medicare taxes by the County. The Contractor shall have full responsibility for services provided in accordance with the Contractor's Proposal.

4. Indemnity. Indemnification/Duty to Defend. During and after the term hereof, Contractor agrees to indemnify and save and hold harmless the County from any and all causes of action, claims, loss or damages, including reasonable attorney's fees incurred in connection therewith, resulting to the County from any acts of the Contractor, its directors, officers, agents, or independent contractors in the performance of this Agreement. Upon written request by County, Contractor shall defend and provide legal representation for any claims arising out of this Agreement due to the actions or inactions of the Contractor or its employees or agents, by attorneys and other professionals approved by County. Notwithstanding the foregoing, County may, in its sole discretion, engage its own attorneys and other professionals to defend or assist them with respect to such matters, and, at the option of County, its attorneys shall control the resolution of such matters. Upon demand, Contractor shall pay or, in the sole and absolute discretion of the County, reimburse the County for the payment of reasonable fees and disbursements of attorneys and other professionals in connection therewith.

5. Amendment of Agreement. Modifications or changes in this Agreement must be in writing and executed by the parties bound to this Agreement.

6. Background Checks.

    a. Child Abuse Background Check. The Contractor warrants that the Contractor and its subcontractors,

if any, shall obtain and maintain all required criminal history and child abuse background checks on all family support staff providing direct services to participants and those who supervise them. Failure to do so many be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the County.

b. Criminal Background Check. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions and agrees that it will immediately notify the County of any such actions. During the term of such actions, the Contractor agrees that the County may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to the Contract, IN the event of the County's receipt of a report (verbal or written) of criminal or potentially criminal activity by a member of the Contractor's staff (including any of the contractor's subcontractors and their staff) that potentially threatens/endangers the life, health, or safely of any family support participants, the County may immediately require a temporary suspension of such member of the Contractor's staff (including any of the Contractor's subcontractors and their staff) pending an investigation into the report.

7. Assignment. This Agreement, or any interest therein, shall not be assignable by the Contractor to any other party without the prior written consent of the County.

8. Governing Law/Venue. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement, and concerned with work performed under this Agreement, will be governed by and construed under only Georgia law without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than Georgia The federal and state law courts having jurisdiction over Columbia County, Georgia shall have the exclusive jurisdiction for all matters arising from this Agreement. In consenting to jurisdiction, a representative must be named as registered agent in state of Georgia, who can be served in the event of legal action.

9. Non-Binding Future Commissions. In accordance with O.C.G.A. §36-30-3 and Columbia County Ordinance Sec. 1-2-15, which prohibits legally binding the County's future commissions, should the Commission vote to cancel this Agreement, County shall provide 45 (forty-five) days' notice to Contractor. County shall not be further obligated to the terms under this Agreement.

10. Insurance: Contractor shall not commence Work under this Agreement until he has obtained all the insurance required under this paragraph and such insurance has been approved by the County, nor shall Contractor allow anyone acting on their behalf to commence work pursuant to this Agreement until all similar insurance has been so obtained and approved from said person/entity.

a. Worker's Compensation Insurance: Contractor shall procure and shall maintain during the life of this Agreement Workers Compensation Insurance for all of his employees to be engaged in work on this Agreement.

b. Public Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement such Public Liability and Property Damage Insurance and Automobile Liability Insurance as shall protect him and anyone working on his behalf from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this Agreement, whether such operations are by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The amount of such insurance shall be as follows:

i. Public Liability and Property Damage Liability Insurance. Contractor shall carry, with respect to the operations he performs, regular Contractor's Public Liability Insurance providing for a limit of not less than two million dollars ($2,000,000) for all damage arising out of bodily injuries to or death of one person, and subject to that limit for each person a total of two million dollars ($2,000,000) for all damage arising out of bodily injuries to or death of two or more persons in any one accident and regular Contractor's Property Damage Liability Insurance providing for a limit of not less than two million dollars ($2,000,000) for all damages arising out of injury to or destruction of property in any one accident and subject to that limit per accident, a total (or aggregate) limit of two million dollars ($2,000,000) for all damages arising out of injury to or destruction of property during the Policy period. If any part of the work is sublet, similar insurance, in the same amounts as required of the General Contractor shall be provided by or in behalf of the subcontractor to cover their operation.

ii. Automobile Liability Insurance (owned, non-owned, hired). (a) Bodily injury in an amount not less than one million dollars ($1,000,000) including accidental death to any one person and subject to the same limit for each person, in an amount not less than two million dollars ($2,000,000) on account of one accident. (b) Property damage in an aggregate amount up to two million dollars ($2,000,000) per accident during the Policy Period.

iii. General Liability and Automobile Liability. (a) Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of Contractor's insurance and shall not contribute with it; (b) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County; (c) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to limits of insurance provided; (d) Coverage shall be provided on a "Pay on Behalf" basis, with defense costs payable in additional to policy limits. There shall be no cross liability exclusion.

c. Proof of Carriage of Insurance: Contractor shall furnish the County with a certificate showing satisfactory proof of carriage of the insurance required. Contractor shall likewise furnish County with a certified endorsement(s) indicating that the County is an additional insured under all relevant policies and showing that said policies may not be modified or cancelled without thirty (30) days written notice to County. All of the insurance hereinbefore specified shall be carried until all work required to be performed under the terms of the Agreement is satisfactorily completed as evidenced by the formal acceptance by County. Should such insurance be canceled before such completion of the Agreement, Contractor shall suspend all work or operations until such time as Contractor shall provide another policy or policies of insurance of equivalent coverage or effect. The certificate holder should read: Columbia County, GA, Attn: Procurement, P O Box 498, Evans, GA 30809.

11. This Agreement and all other Contract Documents supersede all previous agreements between the County and Contractor concerning the performance of the Services, as specified in the Contractor's Proposal, Exhibit A.

This Agreement is an important legal document. Prior to accepting these terms and agreements you should have fully reviewed and understood its contents. You may consult with your attorney before accepting terms and agreements.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of February 3, 2026.

COLUMBIA COUNTY, GEORGIA	**PETERSBURG TENNIS ACADEMY, LLC**
By: Douglas R. Duncan, Jr., Chairman Columbia County Board of Commissioners	Brian L. Blount Petersburg Tennis Academy, LLC
ATTEST	
By: Patrice Crawley, County Clerk Columbia County Board of Commissioners	Date

EXHIBIT "A"

(SCOPE OF WORK SUBMITTED AS ATTACHED)

Schedule

Tennis Fundamentals Program (County retains 100% of revenue)

- Classes typically held on Weekend afternoons (either Saturday or Sunday) from 2:00-5:00 pm in the Fall and Spring months
- Times/Days may fluctuate depending on interest

Group Lessons (Vendor retains 100% of revenue)

- Vendor may utilize pre-allocated court space to hold private group classes and instruction as desired so long as all times and usage is approved by Columbia County Parks, Recreation and Events Staff.

Summer Tennis Camps (County & Vendor split revenue 50/50)

- Summer Tennis Camp schedule will include three (3) individual one-week sessions. Vendor will work with Parks and Recreation staff to coordinate this schedule.

Community and Emergency Services Committee
February 3, 2026

Fund:		Department:	Community Services
Revenue:	$2,750.00	Contact:	John Luton
Expenses:		Phone:	706-863-7523
Line Codes(s):	2250301.433019.01713		

ITEM: Animal Services Donations

BACKGROUND: The following would like to donate a total of $2,750.00 to Columbia County Animal Services for the medical care of shelter animals:

Jill Holley	$100.00
Sheila Dollander	$100.00
M E Pealor	$100.00
Mick Moorhead	$150.00
Michael Haynes	$1,500.00
Anonymous	$100.00
Jeffrey Morris	$500.00
Rodney Burris	$200.00

STAFF RECOMMENDATION: Staff recommends approving the monetary donations to Animal Services.

COMMITTEE COMMENTS: Forward to Consent Agenda.

COMMITTEE RECOMMENDATION / MOTION: *Approved the acceptance of Animal Services donations in the amount of $2,750 for the medical care of shelter animals.*

Community and Emergency Services Committee
February 3, 2026

Fund:		Department:	Community Services
Revenue:	$375.00	Contact:	John Luton
Expenses:		Phone:	706-863-7523
Line Codes(s):	2250301.433019.01717		

ITEM: Senior Center Donation

BACKGROUND: Robert Schenkel would like to donate $375.00 to the Columbia County Senior Center.

STAFF RECOMMENDATION: Staff recommends approving this monetary donation made to the Senior Center for $375.00.

COMMITTEE COMMENTS: Forward to Consent Agenda.

COMMITTEE RECOMMENDATION / MOTION: *Approved he acceptance of the Senior Center donation in the amount of $375.*

Community and Emergency Services Committee
February 3, 2026

Fund:	Hotel/Motel	Department:	Community Services
Revenue:	$0.00	Contact:	John Luton
Expenses:	$5,000.00	Phone:	706-863-7523
Line Codes(s):	2242200.533081		

ITEM: Perfect Game Baseball 2026 Tournament Hosting Services Agreement with Gameday JJ, LLC.

BACKGROUND: With this agreement, Gameday JJ, LLC agrees to provide a series of ten (10) Perfect Game-sanctioned youth baseball tournaments in Columbia County from February through November of 2026. Columbia County agrees to waive rental fees throughout the series and will provide a host fee of $5,000.00 total for two (2) NIT Showcase Tournaments (June 6-7 and October 31 - November 1), which are expected to draw a significant number of out-of-town teams/visitors.

STAFF RECOMMENDATION: Staff recommends approval of the contract with Gameday JJ, LLC for a series of ten (10) tournaments in 2026 with a host fee of $5,000.00 funded out of FY26 Hotel/Motel budgeted funds.

COMMITTEE COMMENTS: Forward to Consent Agenda.

COMMITTEE RECOMMENDATION / MOTION: *Approved the Perfect Game Baseball 2026 Tournament Hosting Services agreement with Gameday JJ, LLC.*

Perfect Game Baseball 2026 Tournament Hosting Services Agreement

This Agreement is made and entered into February 3, 2026 by and between **Columbia County, Georgia**, 630 Ronald Regan Drive, Evans, GA 30809 ("County or Venue") and **Gameday JJ, LLC,** a Limited Liability Company, with an address at 235 Secret Cove Drive, Lexington, South Carolina, 29072 (hereinafter referred to as "Contractor") for **Perfect Game Baseball 2026 Tournament Hosting Services** ("Contract").

RECITALS

Contractor and the County desire to enter into an agreement for the following:

Perfect Game Baseball 2026 Tournament Hosting Services to be held at/on Columbia County Parks on multiple dates throughout the year. All tournament dates are shown on Exhibit "A".

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

ARTICLE I
RESPONSIBILITIES OF CONTRACTOR

1.1 Contractor to conduct the individual event operations and shall provide the following services as outlined in this Article 1.

1.2 Staging and all related expenses incurred in connection with marketing and hosting the event.

1.3 Providing rules and regulations for the tournament along with handling all tournament registration and related event operations.

1.4 Pay the expenses of all tournament staff associated with the event along with all cash and prize payouts to event participants.

1.5 Ensure completion of Exhibit 'B', the County's Tournament Waiver of Liability and Hold Harmless Agreement attached hereto and made a part of, by each participant or participant's legal guardian if participant is under the age of 18 (eighteen) for each event.

1.6 Provide host associated marketing mentions on all event collateral, Contractor's website and Emcee mentions during tournament event along with TV and radio where applicable.

1.7 Design, arrange, print and distribute the official tournament collateral.

1.8 Provide all pre and post event press release distribution.

ARTICLE II
RESPONSIBILITIES OF COUNTY

2.1 Host Fee: The County will provide a host fee to Contractor in the amount of $5,000.00 (five thousand dollars and zero cents) for the Tournaments outlined in Exhibit "A".

2.2 In the event that Contractor cannot hold the tournament at/on Columbia County Parks due to extreme weather, or other conditions that would prohibit a successful tournament, or if the tournament location(s) is moved to a place other than Columbia County Parks, Columbia County Board of Commissioners will no longer be responsible for the obligations of this agreement.

2.3 Compensation will be in accordance with the Georgia Prompt Pay Act and provided as specified in the SOW, which is Exhibit "A".

ARTICLE III
TERM AND TERMINATION

3.1 This agreement shall commence upon execution and terminate no earlier than the completion of the event described herein or November 30, 2026.

3.2 The violation of one or more of the terms of this agreement or the failure to comply with any condition, duty, or obligation under this agreement shall be an event of default and shall entitle the non-breaching party, at its sole election to deliver written notice of default and intent to terminate to the defaulting party. After receipt of written notice, the defaulting party will have five (5) business days to rectify and cure the default prior to final termination.

3.3 The County may, at any time, without prejudice to any other right or remedy, and upon giving the Contractor thirty (30) days written notice, terminate this Agreement. Any funds paid to the Contractor for services not provided, will be returned to the County, in full, within 30 days of termination notice.

ARTICLE IV
CONFIDENTIALTY

Both parties shall not disclose any entities confidential information and shall extend beyond the period of this agreement; and both parties agree that it shall maintain the confidential treatment of this information beyond the period of this agreement until they are informed in writing by either party that it need no longer treat specific information as confidential or unless either party is legally required to report such data related to public information acts. Contractor acknowledges the County is subject to the Georgia Open Records Act.

ARTICLE V
INDEMNIFICATION

Indemnification/Duty to Defend. During and after the term hereof, Vendor agrees to indemnify and hold harmless the County for all personal injuries, deaths, property loss or damage, or any other damages to any and all third parties, from any and all causes of action, claims, loss or damages, including reasonable attorney's fees incurred in connection therewith, resulting to the County from any acts of the Vendor, its directors, officers, agents, or independent contractors in the performance of this Agreement. Upon written request by County, Vendor shall defend and provide legal representation for any claims arising out of this Agreement due to the actions or inactions of the Vendor or its employees or agents, by attorneys and other professionals approved by County. Notwithstanding the foregoing, County may, in its sole discretion, engage its own attorneys and other professionals to defend or assist them with respect to such matters, and, at the option of County, its attorneys shall control the resolution of such matters. Upon demand, Vendor shall pay or, in the sole and absolute discretion of the County, reimburse the County for the payment of reasonable fees and disbursements of attorneys and other professionals in connection therewith. This indemnity obligation does not include liabilities caused by or resulting from the sole negligence of County.

ARTICLE VI
INSURANCE

Contractor shall not commence Work under this Agreement until he has obtained all the insurance required under this paragraph and such insurance has been approved by the County, nor shall Contractor allow anyone acting on their behalf to commence work pursuant to this Agreement until all similar insurance has been so obtained and approved from said person/entity.

a. Worker's Compensation Insurance: Contractor shall procure and shall maintain during the life of this Agreement Workers Compensation Insurance for all of his employees to be engaged in work on this Agreement.

b. Public Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement such Public Liability and Property Damage Insurance and Automobile Liability Insurance

as shall protect him and anyone working on his behalf from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this Agreement, whether such operations are by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The amount of such insurance shall be as follows:

i. Public Liability and Property Damage Liability Insurance: Contractor shall carry, with respect to the operations he performs, regular Contractor's Public Liability Insurance providing for a limit of not less than two million dollars ($2,000,000) for all damage arising out of bodily injuries to or death of one person, and subject to that limit for each person a total of two million dollars ($2,000,000) for all damage arising out of bodily injuries to or death of two or more persons in any one accident and regular Contractor's Property Damage Liability Insurance providing for a limit of not less than two million dollars ($2,000,000) for all damages arising out of injury to or destruction of property in any one accident and subject to that limit per accident, a total (or aggregate) limit of two million dollars ($2,000,000) for all damages arising out of injury to or destruction of property during the Policy period. If any part of the work is sublet, similar insurance, in the same amounts as required of the General Contractor shall be provided by or in behalf of the subcontractor to cover their operation.

ii. Automobile Liability Insurance (owned, non-owned, hired): (a) Bodily injury in an amount not less than one million dollars ($1,000,000) including accidental death to any one person and subject to the same limit for each person, in an amount not less than one million dollars ($1,000,000) on account of one accident. (b) Property damage in an aggregate amount up to one million dollars ($1,000,000) per accident during the Policy Period.

iii. General Liability and Automobile Liability: (a) Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of Contractor's insurance and shall not contribute with it; (b) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County; (c) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to limits of insurance provided; (d) Coverage shall be provided on a "Pay on Behalf" basis, with defense costs payable in additional to policy limits. There shall be no cross liability exclusion.

c. Subcontractors: Contractor shall either (a) ensure that its insurance policies (as described herein) cover all subcontractors and the Work performed by such subcontractors or (b) ensure that any subcontractor secures separate policies covering that subcontractor and its Work.

d. Proof of Carriage of Insurance: Contractor shall furnish the County with a certificate showing satisfactory proof of carriage of the insurance required. Contractor shall likewise furnish County with a certified endorsement(s) indicating that the County is an additional insured under all relevant policies and showing that said policies may not be modified or cancelled without thirty (30) days written notice to County. All of the insurance hereinbefore specified by Article 2 shall be carried until all work required to be performed under the terms of the Agreement is satisfactorily completed as evidenced by the formal acceptance by County. Should such insurance be canceled before such completion of the Agreement, Contractor shall suspend all work or operations until such time as Contractor shall provide another policy or policies of insurance of equivalent coverage or effect. The certificate holder should read: Columbia County, GA, Attn: Procurement, P O Box 498, Evans, GA 30809.

ARTICLE VII
MISCELLANEOUS

7.1 Amendment of Agreement: Modifications or changes in this Agreement must be in writing and executed by the parties bound to this Agreement.

7.2 Authority to Contract: The individual executing this Agreement on behalf of Contractor covenants and declares that it has obtained all necessary approvals of Contractor's board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.

7.3 Background Checks: The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions and agrees that it will immediately notify the County of any such actions. During the term of such actions, the Contractor agrees that the County may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to the Contract, IN the event of the County's receipt of a report (verbal or written) of criminal or potentially criminal activity by a member of the Contractor's staff (including any of the contractor's subcontractors and their staff) that potentially threatens/endangers the life, health, or safely of any family support participants, the County may immediately require a temporary suspension of such member of the Contractor's staff (including any of the Contractor's subcontractors and their staff) pending an investigation into the report.

7.4 Licenses, Certifications, Permits, Etc. Vendor covenants and declares that is has obtained all diplomas, certificates, licenses, permits or the like required of Vendor by any and all national, state, regional, county, or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement. Vendor agrees that it will perform all Work in accordance with the standard of care and quality ordinarily expected of competent professionals and in compliance with all federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project, including, but not limited to, any applicable records retention requirements and Georgia's Open Records Act (O.C.G.A. § 50-18-71, et seq.). Further, Vendor shall notify the County in writing immediately upon receipt of an Open Records Request related to the Agreement or otherwise related to the work to be performed or the relationship between the Parties.

7.5 Assignment: This Agreement, or any interest therein, shall not be assignable by the Contractor to any other party without the prior written consent of the County.

7.6 Governing Law/Venue: All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement, and concerned with work performed under this Agreement, will be governed by and construed under only Georgia law without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than Georgia the federal and state law courts having jurisdiction over Columbia County, Georgia shall have the exclusive jurisdiction for all matters arising from this Agreement. In consenting to jurisdiction, a representative must be named as registered agent in state of Georgia, who can be served in any and all legal matters.

7.7 This agreement does not in any way create the relationship of principal and agent or employer and employee, or joint venture, or partnership between Contractor and the County. Both parties shall not act or attempt to act or represent itself directly or by implication as an agent of either party, or in any manner assume or attempt to assume or create any obligation or make any contract, agreement, representation, or warranty on behalf of or in the name of either party.

7.8 This Agreement and all exhibits supersede any and all other Agreements, either oral or written, between the parties and contain the entire Agreement between the parties. Any changes, additions or deletions to this Agreement shall be in writing signed by both parties.

This Agreement is an important legal document. Prior to accepting these terms and Agreements, you should have fully reviewed and understood its contents. You may consult with your attorney before accepting these terms and Agreements.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused agreement to be executed as of February 3, 2026.

COLUMBIA COUNTY, GEORGIA	**GAMEDAY JJ, LLC**
By: Douglas R. Duncan, Jr., Chairman Columbia County Board of Commissioners	Jason Gross, Director Gameday JJ, LLC

ATTEST

By: Patrice Crawley, Clerk Columbia County Board of Commissioner	Date

EXHIBIT "A"
SCOPE OF WORK

Contractor, Gameday JJ, LLC, will provide the following services in conjunction with this Agreement.

Contractor will sponsor, organize, and conduct 10 (ten) Perfect Game Tournaments for the 6 to 14 age group as approved by Columbia County.

County will waive field rental fees to Gameday JJ, LLC on the specified dates for the following pre-approved scheduled tournaments for 6 to 14 age group. There will be no additional compensation from Columbia County for the following tournaments:

- March 28-29
- April 4-5
- April 18-19
- May 2-3
- June 6-7
- June 20-21
- September 12-13
- September 26-27
- October 17-18
- October 31 – November 1

EXHIBIT "B"
TOURNAMENT WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for receiving permission to participate in the Perfect Game Baseball 2026 Tournament Hosting Services, I _____ hereby release, waive, discharge and covenant not to sue Columbia County, Georgia, its officers, servants, agents and sponsors (hereinafter referred to as "the County") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in the tournament and events, or while in, on or upon the premises where the tournament and events are being conducted, while in transit to or from the premises, or in any place or places connected with the tournament and events.

2. I am fully aware of risks and hazards connected with being on the premises and participating in the tournament and events, and I am fully aware that there may be risks and hazards unknown to me connected with being on the premises and participating in the tournament and events, and I hereby elect to voluntarily participate in the tournament and events, to enter upon the tournament and events premises and engage in activities knowing that conditions may be hazardous, or may become hazardous or dangerous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of my being a participant in the tournament and events, whether caused by the County or otherwise.

3. I further hereby agree to indemnify and save and hold harmless the County and each of them, from any loss, liability, damage or costs they may incur due to my participation in the tournament and events, whether caused by the negligence of any or all of the County, or otherwise.

4. It is my express intent that this Release shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue the County.

5. In signing this release, I acknowledge and represent that:

   A. I have read the foregoing release, understand it, and sign it voluntarily as my own free act and deed;

   B. No oral representation, statements or inducements, apart from the foregoing written agreement, have been made;

   C. I am at least eighteen (18) years of age and fully competent; and

   D. I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

In witness whereof, I have hereunto set my hand and seal this ____ day of _____. 20____

Participant Signature: _____

Name Printed: _____

Witness: _____

Witness Name: _____

Community and Emergency Services Committee
February 3, 2026

Fund:	Recreation Advisory Board - Miscellaneous	Department:	Community Services
Revenue:	$2,000.00	Contact:	John Luton
Expenses:		Phone:	706-863-7523
Line Codes(s):	2042611.544001		

ITEM: Merchants Association of Columbia County Donation to FLY Scholarship

BACKGROUND: Columbia County Merchants Association looks for ways to provide charitable donations whenever possible that benefit the residents of Columbia County. The Merchants Association wishes to donate money to the direct benefit of children and families in need in Columbia County. They have asked to donate $2,000.00 to the FLY scholarship fund that provides discounted and waived registration fees to qualifying participants.

STAFF RECOMMENDATION: Staff recommends approving this donation for a total of $2,000.00 to Parks Recreation and Events to be used to offset registration costs for those receiving financial assistance fee waivers.

COMMITTEE COMMENTS: Forward to Consent Agenda.

COMMITTEE RECOMMENDATION / MOTION: *Approved the acceptance of a donation in the amount of $2,000 from the Merchants Association of Columbia County for the FLY Scholarship.*

Community and Emergency Services Committee
February 3, 2026

Fund:	2322510	Department:	Fire Rescue
Revenue:	$0.00	Contact:	Jeremy Wallen
Expenses:	$205,310.00	Phone:	706.447.6716
Line Codes(s):	601081		

ITEM: Acceptance of Bid 2025038-BID2510 for (30) Scott XD Self-Contained Breathing Apparatus (SCBA) from American Safety and Firehouse

BACKGROUND: Fire Services Division requests to purchase (30) Scott XD Self-Contained Breathing Apparatus from American Safety and Firehouse for $205,310.00. Fire Services maintains an annual replacement rotation of self-contained breathing apparatus. In order to maintain fleet uniformity and maintenance certifications, Scott SCBAs are used countywide. Scott only has two authorized dealers permitted to sell in the State of Georgia: Municipal Equipment Services and American Safety & Firehouse. American Safety & Firehouse was the lowest bidder quote. This item is a budgeted item.

STAFF RECOMMENDATION: Staff recommends approval to purchase (30) Scott XD Self-Contained Breathing Apparatus (SCBA) from American Safety and Firehouse for $205,310.00.

COMMITTEE COMMENTS: Forward to Consent Agenda.

COMMITTEE RECOMMENDATION / MOTION: *Approved the acceptance of a bid for 30 Scott XD self-contained breathing apparatus from American Safety and Firehouse in the amount of $205,310; 2322510.601081.*

BID Process Data, Evaluation & Recommendation
Procurement Department

BID#: 2025038-BID2510 BID Item(s): 3M/Scott Airpak XD's
Dept(s) requesting: Fire Services Dept. Head(s): Jeremy Wallen Date: 11/07/25 Qty: NA
Advertised: CCNT/Online Date(s): 11/19, 11/26/2025 & Georgia Procurement Registry
Responding Vendors: 04 Location: Procurement Department Due Date/Time: 12/09/25 @ 12PM
Open Date/Time: 12/09/25 @ 2:00 PM

Verified BID Results: (Lowest to Highest Cost Provider)

VENDOR & LOCATION	TOTAL BID	COMMENTS
1. American Safety and Firehouse Dekalb, GA 30340	$205,310.10	**Apparent Low**
2. Municipal Emergency Services Fairfield, CT 06482	$219,588.90	
3. Doctor Bird Protective Gear, LLC. Marietta, GA 30067	$296,130.00	
4. Nassau Trading, Inc. Woodside, NY 11377	Non-Responsive	

Budget: $240,000 Line Code: 2322510 601081

Procurement Recommendation: Procurement recommends awarding to the lowest bidder, American Safety and Firehouse, at a total cost of $205,310.10.

Departmental Instructions - Approval of Award / Expense Threshold Process

__X__ $50,000 and greater — Division Manager, Oversight Committee, Board of Commissioners

_____ Agree with Procurement recommendation:
*Proceed with approval process noted above.

_____ Disagree with Procurement recommendation:
* Notify Procurement in writing as to reason(s)
* Document position and make it a part of the agenda item

Note: This document is to be made a part of the agenda item submitted to any oversight committee and Board of Commissioners.

Glenn O'Steen, CPPO, MBA
Procurement Manager

3M Scott Airpak XD
2025038-BID2510

Bid Tabulation

				American Safety and FireHouse			Doctor Bird Protective Gear LLC			Municipal Emergency Services,Inc			Nassau Trading Inc.		
			Total Cost	**$205,310.10**			$296,130.00			$219,588.90			$256,200.00		
#	Items	Quantity Required	EA	Unit Price	Estimated Delivery Time	Total Cost	Unit Price	Estimated Delivery Time	Total Cost	Unit Price	Estimated Delivery Time	Total Cost	Unit Price	Estimated Delivery Time	Total Cost
Base Bid															
#0-1	NEW, UNUSED, 3M SCOTT AIR PAK XD with PASS, AS SPECIFIED.	30	EA	$6,843.67	70 Days from receipt of order	$205,310.10	$9,871.00	April 10,2026	$296,130.00	$7,319.63	90 days	$219,588.90	$8,540.00	14 – 15 Weeks	$256,200.00

Public Works and Engineering Services Committee
February 3, 2026

Fund:	Fleet Fund	Department:	Fleet Services
Revenue:	$0.00	Contact:	Jessica Wilson
Expenses:	$9,122.50	Phone:	706-541-1924
Line Codes(s):	6416400 601080		

ITEM: Purchase of Two 4wd Trucks for Sheriff's Office

BACKGROUND: Fleet worked with the Sheriff's Office and the Georgia State Contract holder to obtain quotes for two Chevrolet 1500 4wd trucks. Details are attached in the spreadsheet.

These two trucks were originally approved as 2wd trucks on September 16, 2025 in the amount of $86,821.50. After further discussion with the Sheriff's Office, it was determined that 4wd trucks would better meet their needs. The additional amount requested is $9,122.50, which is still under the budgeted amounts for these trucks.

STAFF RECOMMENDATION: Staff recommend purchasing the vehicles from Alan Jay, the state contract holder.

COMMITTEE COMMENTS: Forward to Consent Agenda.

COMMITTEE RECOMMENDATION / MOTION: *Approved the additional amount of $9,122.50 to purchase two 4wd trucks for the Sheriff's Office; 6416400.601080.*

PURCHASE INFORMATION

Funding Source	Line Code	Department	Description	N/R	Budget	Cost	9/16/2025 BoC approved	Method	Vendor
Fleet Fund	6416400 601080	Sheriff's Office	2026 Chevrolet 1500 4wd	R	$ 55,000.00	$ 47,972.00	$ 43,410.75	GA State Contract	Alan Jay
Fleet Fund	6416400 601080	Sheriff's Office	2026 Chevrolet 1500 4wd	R	$ 55,000.00	$ 47,972.00	$ 43,410.75	GA State Contract	Alan Jay

	$ 4,561.25
	$ 4,561.25
Additional amount requesting	$ 9,122.50

ALAN JAY FLEET SALES

Contract Number:	2026 GA-99999-001-SPD0000218
Quote ID:	68997
Agency:	COLUMBIA COUNTY (GA)
Date:	12/30/2025

Thank you from the Alan Jay Fleet Team for the opportunity to provide this quotation for (2) 2026 CHEVY SILVERADO 1500 CREW CAB PICKUP 4WD WT 5.5' BED, please review carefully and contact us with any errors or changes.

MSRP:		$51,880.00
Base Price:		$48,795.00
Factory Options:		$491.00
Aftermarket Options:		($1,800.00)
Vehicle Price:		$47,486.00
Purchase Total:	Qty (2)	$94,972.00

Per attached vehicle specifications.

This quotation is valid as long as the manufacturer is accepting orders for the model year specified. Purchase orders received after factory order cutoff may not be honorable. The vehicle(s) offered on this quotation will be ordered in the color(s) listed. Please contact your Alan Jay sales representative with any questions you have on this quote.

Quoted By: MATT FORTE / 904-505-9682 / Matt.Forte@AlanJay.com

ALAN JAY FLEET SALES

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4216		WWW.ALANJAY.COM	Quote 68997-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-505-9682 FAX 863-402-4221		Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200

ORIGINAL QUOTE DATE
12/30/2025

PRICE QUOTE FORM

REVISED QUOTE DATE
12/30/2025

REQUESTING AGENCY **COLUMBIA COUNTY (GA)**
CONTACT PERSON **JESSICA WILSON** EMAIL JKWILSON@COLUMBIACOUNTYGA.GOV
PHONE **706-541-1924** MOBILE FAX

Georgia State Contract No. 2026 GA-99999-001-SPD0000218

MODEL **CK10543 1WT**

2026 CHEVY SILVERADO 1500 CREW CAB PICKUP 4WD WT 5.5' BED

CUSTOMER ID

GOVERNMENT PRICE **$48,795.00**

BED LENGTH	5.5' Bed

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
L84	Engine, 5.3L EcoTec3 V8	$1,595.00
MHT	Transmission, 10-speed automatic, electronically controlled	$0.00
GXD	Sterling Gray Metallic	$0.00
H2G	Jet Black, Vinyl seat trim	$0.00
1WT	OPTIONS Work Truck Preferred Equipment Group	$0.00
5H1	Key equipment, two additional key fobs.	$45.00
9L7	Upfitter switch kit, (5)	$150.00
AZ3	Seats, front 40/20/40 split-bench	$0.00
C5Y	GVWR, 7100 lbs. (3221 kg)	$0.00
CTT	Hitch Guidance	$0.00
FE9	Emissions, Federal requirements	$0.00
G80	Auto-locking rear differential	$395.00
GU5	Rear axle, 3.23 ratio	$0.00
IOR	Audio system, Chevrolet Infotainment 3 system	$0.00
JL1	Trailer brake controller, integrated	$275.00
KC4	Cooling, external engine oil cooler	$0.00
KNP	Cooling, auxiliary external transmission oil cooler	$0.00
KW7	Alternator, 170 amps	$0.00
QDV	Tires, 265/70R17 all-terrain, blackwall	$200.00
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel	$0.00
XCQ	Tire, spare 265/70R17SL all-season, blackwall	$0.00
Z82	Trailering Package	$425.00
BVD	([BasePrice]) * -discount% = [Base Vehicle Discount] ($48,795.00) * -5.00% = -$2,439.75	($2,439.75)
FOD	([Factory Options]) * -discount% = [Factory Options Discount] ($3,085.00) * -5.00% = -$154.25	($154.25)
	FACTORY OPTIONS	**$491.00**

AFTERMARKET OPTIONS	DESCRIPTION	
EWD	EXTENDED WARRANTY DECLINED	$0.00
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.	$0.00
GA DELIVERY-A	DELIVERY CHARGE FOR ALL ZONES WITH EXCEPTION OF ZONE 3	$200.00
DISCOUNT	ONE TIME GOVERNMENT DISCOUNT	($2,000.00)
	AFTERMARKET OPTIONS	**($1,800.00)**

ALAN JAY FLEET SALES

Georgia

Georgia State Contract No. 2026 GA-99999-001-SPD0000218

TRADE IN

TOTAL COST **$47,486.00**

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

TOTAL COST LESS TRADE IN(S) **QTY** **2** **$94,972.00**

Estimated Annual payments for 60 months paid in advance: $21,836.03 **Extended: $21,836.03**

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments **QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS**

VEHICLE QUOTED BY **MATT FORTE** **GOVERNMENT ACCOUNT MANAGER** Matt.Forte@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck — MSRP:$46,000.00

Interior:Jet Black, Vinyl seat trim

Exterior 1:Sterling Gray Metallic

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic, electronically controlled

OPTIONS

CODE	MODEL		MSRP
CK10543	[Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck		$46,000.00
	OPTIONS		
1WT	Work Truck Preferred Equipment Group		$0.00
5H1	Key equipment, two additional key fobs.		$45.00
9L7	Upfitter switch kit, (5)		$150.00
AZ3	Seats, front 40/20/40 split-bench		$0.00
C5Y	GVWR, 7100 lbs. (3221 kg)	Inc.	

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Data Version: 27365. Data Updated: Dec 29, 2025 6:46:00 PM PST.

Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

CTT	Hitch Guidance	Inc.	
FE9	Emissions, Federal requirements		$0.00
G80	Auto-locking rear differential		$395.00
GU5	Rear axle, 3.23 ratio	Inc.	
GXD	Sterling Gray Metallic		$0.00
H2G	Jet Black, Vinyl seat trim		$0.00
IOR	Audio system, Chevrolet Infotainment 3 system		$0.00
JL1	Trailer brake controller, integrated		$275.00
KC4	Cooling, external engine oil cooler	Inc.	
KNP	Cooling, auxiliary external transmission oil cooler	Inc.	
KW7	Alternator, 170 amps		$0.00
L84	Engine, 5.3L EcoTec3 V8		$1,595.00
MHT	Transmission, 10-speed automatic, electronically controlled	Inc.	
QDV	Tires, 265/70R17 all-terrain, blackwall		$200.00
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel		$0.00
XCQ	Tire, spare 265/70R17SL all-season, blackwall	Inc.	
Z82	Trailering Package		$425.00
	SUBTOTAL		**$49,085.00**
	Adjustments Total		$0.00
	Destination Charge		$2,795.00
	TOTAL PRICE		**$51,880.00**

FUEL ECONOMY

Est City:15 MPG

Est Highway:19 MPG

Est Highway Cruising Range:456.00 mi

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Data Version: 27365. Data Updated: Dec 29, 2025 6:46:00 PM PST.

Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

Standard Equipment

Package	
	Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam
Mechanical	
	Durabed, pickup bed
	Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (STD) (Not available with (Z71) Z71 Off-Road Package, (VYU) Snow Plow Prep Package or (ZW9) pickup bed delete.)
	Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Included and only available with (L3B) TurboMax engine. Requires (AZ3) front 40/20/40 split-bench seats.)
	Rear axle, 3.42 ratio
	GVWR, 7000 lbs. (3175 kg) (STD) (Requires Crew Cab or Double Cab 4WD model and (L3B) TurboMax engine.)
	Push Button Start
	Automatic Stop/Start (Not available with (5W4) Special Services Package, (9C1) Police Pursuit Package or (FHS) E85 FlexFuel capability.)
	Transfer case, single speed electronic Autotrac with push button control (4WD models only)
	Four wheel drive
	Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power
	Alternator, 220 amps (Included with (L3B) TurboMax engine, (VYU) Snow Plow Prep Package, (5W4) Special Service Package or (9C1) Police Pursuit Package.)
	Recovery hooks, front, frame-mounted, Black
	Frame, fully-boxed, hydroformed front section
	Suspension Package, Standard
	Steering, Electric Power Steering (EPS) assist, rack-and-pinion
	Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
	Brake lining wear indicator
	Capless Fuel Fill
	Exhaust, single outlet
Exterior	
	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD)

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Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

Exterior	
	Tires, 255/70R17 all-season, blackwall (STD)
	Tire, spare 255/70R17 all-season, blackwall (STD) (Included with (QBN) 255/70R17 all-season, blackwall tires.)
	Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare
	Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and door
	Bumpers, front, Black (semi-gloss)
	Bumpers, rear, Black (semi-gloss)
	CornerStep, rear bumper
	Cargo tie downs (12), fixed rated at 500 lbs per corner
	Headlamps, halogen reflector with halogen Daytime Running Lamps
	IntelliBeam, automatic high beam on/off
	Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel (incandescent on Regular Cab models, LED on Crew Cab and Double Cab models)
	Taillamps with incandescent tail, stop and reverse lights
	Mirrors, outside manual, Black (Standard on Crew Cab and Double Cab models only. Not available on Regular Cab models.)
	Glass, solar absorbing, tinted
	Door handles, Black
	Tailgate and bed rail protection cap, top
	Tailgate, standard
	Tailgate, locking utilizes same key as ignition and door (Removed when (QT5) EZ Lift power lock and release tailgate is ordered.)
	Tailgate, gate function manual, no EZ Lift
Entertainment	
	Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)
	Sirius XM, delete (Can be upgraded to (U2K) SiriusXM.)
	Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)
	Wireless phone projection for Apple CarPlay and Android Auto
	Bluetooth for phone, connectivity to vehicle infotainment system
	Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

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Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

Interior	
	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)
	Seat trim, Vinyl
	Seat adjuster, driver 4-way manual
	Seat adjuster, passenger 4-way manual
	Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)
	Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
	Steering wheel, urethane
	Steering column, Tilt-Wheel, manual with wheel locking security feature
	Steering column lock, electrical
	Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
	Driver Information Center, 3.5" diagonal monochromatic display
	Exterior Temperature Display located in radio display
	Compass located in instrument cluster
	Window, power front, drivers express up/down
	Window, power front, passenger express down
	Windows, power rear, express down (Not available with Regular Cab models.)
	Door locks, power
	Remote Keyless Entry, with 2 transmitters
	Cruise control, electronic with set and resume speed, steering wheel-mounted
	Power outlet, front auxiliary, 12-volt
	USB Ports, 2, Charge/Data ports located on instrument panel
	Air conditioning, single-zone manual
	Air vents, rear, heating/cooling (Not available on Regular Cab models.)
	Mirror, inside rearview, manual tilt
	Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
Safety-Mechanical	
	Automatic Emergency Braking
	Front Pedestrian Braking

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Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

Safety-Mechanical	
	StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist
Safety-Exterior	
	Daytime Running Lamps with automatic exterior lamp control
Safety-Interior	
	Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	OnStar services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)
	OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (Requires (UE1) OnStar. OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)
	HD Rear Vision Camera
	Lane Keep Assist with Lane Departure Warning
	Following Distance Indicator
	Forward Collision Alert
	Rear Seat Reminder (Requires Crew Cab or Double Cab model.)
	Rear Seat Belt Indicator (Requires Crew Cab or Double Cab model.)
	Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
	Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu
	Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire)

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Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

WARRANTY

Warranty Note: <<< Preliminary 2026 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: Silverado TurboMax^{TM} engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: Silverado TurboMax^{TM} engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

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Data Version: 27365. Data Updated: Dec 29, 2025 6:46:00 PM PST.

Public Works and Engineering Services Committee
February 3, 2026

Fund:		Department:	Planning
Revenue:		Contact:	Scott Sterling
Expenses:		Phone:	706.868.3400
Line Codes(s):			

ITEM: Ancillary Dwelling Variance for 140 Wild Turkey Trail, Tax Map 017 Parcel 065

BACKGROUND: The applicant, Ben Turner, requests approval to allow a proposed ancillary dwelling to exceed 1,800 square feet in size on the subject property. The applicant applied for a building permit to construct an approximately 6,173 square foot structure in November, 2025. Approximately 1,589 square feet of the structure is proposed to be climate controlled residential space. The remainder is to be storage space. County Code limits ancillary dwellings to 1,800 square feet under roof, so the overall structure exceeds this by a significant amount, but the area to be utilized for residential use is under that maximum amount. However, since the code limits the under roof area, this variance is required. The primary residence is situated just west of center on the parcel, closer to Pine Ridge Drive. According to the submitted plans, the proposed ancillary dwelling is intended to be constructed much nearer to the northeast lot line. The lot is 19.18 acres in size, so it is well above the minimum size required (20,000 square feet or 0.46 acres) to have an ancillary dwelling. Individually, these structures are similar in size and character to some existing homes along Pine Ridge Drive, along White Oak Road, and in the surrounding area. The proposed ancillary dwelling is not out of character considering either its size or purpose. Lastly, both dwellings will be well off the road and well enough away from any lot lines to be screened from view from any future or existing neighbors and the streetscape helping mitigate any adverse impact approving this request might have.

STAFF RECOMMENDATION: Staff recommends approval of the request to exceed 1,800 square feet for a proposed ancillary dwelling at 140 Wild Turkey Trail, tax map 017 parcel 065.

COMMITTEE COMMENTS: Forward to Consent Agenda.

COMMITTEE RECOMMENDATION / MOTION: *Approved an Ancillary Dwelling Variance for parcel 017065.*

ANCILLARY DWELLING

January 13th, 2026

Property Information	
Tax Map/Parcel ID	**Tax Map 017 Parcel ID 065**
Address/Location	**140 Wild Turkey Trail**
Acreage (+/-)	**19.18 +/- Acres**
Current Zoning	**R-A (Residential Agricultural)**
Existing Use	**Single-Family Residential**
Request	**Allowing Ancillary Dwelling over 1,800 square feet in size**
Commission District	**District 4 (Couch)**
Recommendation	**Approval**

Summary and Recommendation

Owner and applicant Ben Turner requests approval to allow a proposed ancillary dwelling to exceed 1,800 square feet in size on property located at 140 Wild Turkey Trail, Tax Map 017 Parcel ID 065, 19.18 +/- acres, and currently zoned R-A (Residential Agricultural).

The subject property is located on the named easement Wild Turkey Trail on the east side of Pine Ridge Road just south of the intersection with White Oak Road. All the adjacent and surrounding properties are also zoned R-A (Residential Agricultural) and are either in single-family residential use or sitting vacant and undeveloped.

Per Columbia County code, an ancillary dwelling may not be over 1,800 square feet under roof unless the Board of Commissioners waives that requirement based on the size of the lot, the size of the principal dwelling, the topography of the lot, proximity of the proposed ancillary dwelling to other structures, and any other factors which might affect the aesthetics of placing the ancillary dwelling on the lot.

The applicant took ownership of this parcel in 2023 and has since constructed his family's permanent dwelling on the property. Part of his plans for the property included a structure serving as an ancillary dwelling and storage structure though. He applied for a building permit to construct the roughly 6,173 square-foot structure on November 24, 2025. Only roughly 1,589 square feet of the total structure will be climate controlled residential space. The rest is unairconditioned storage space. However, county ordinance limits ancillary dwellings to 1,800 square feet of under-roof space regardless of the different uses housed within the structure. The applicant was informed by Building Standards that permitting of the proposed dwelling could not be approved until an ancillary dwelling variance was approved for the proposed structure. Planning subsequently received the subject ancillary dwelling variance application on December 8, 2025.

The primary residence is situated just west of center on the parcel, closer to Pine Ridge Drive. According to the submitted plans, the proposed ancillary dwelling is intended to be constructed much nearer to the northeast lot line. The lot is 19.18 acres in size, so it is well above the minimum size required (20,000 square feet or 0.46 acres) to have an ancillary dwelling. Individually, these structures are similar in size and character to some existing homes along Pine Ridge Drive, along White Oak Road, and in the surrounding area. The proposed ancillary dwelling is not out of character considering either its size or purpose. Lastly, both dwellings will be well off the road and well enough away from any lot lines to be screened from view from any future or existing neighbors and the streetscape helping mitigate any adverse impact approving this request might have.

Based on the reasoning outlined above, staff recommends **approval** of the request to exceed 1,800 square feet in size for an ancillary dwelling on property located at 140 Wild Turkey Trail, Tax Map 017 Parcel ID 065, 19.18 +/- acres, and currently zoned R-A (Residential Agricultural).

Date Received: 12-8-25
Committee Date: 1-13-26
File #
BOC Date: 1-20-26

Ancillary Dwelling APPLICATION

COLUMBIA COUNTY, GEORGIA

Date of Application: 12-8-25

Current Zoning District: R-1

PROPERTY INFORMATION:

Tax Map # _____ Parcel # 017065 Address: 140 Wild Turkey Trail Appling

Property area is approximately 20 acres / square feet (delete one). The attached plat for the property was prepared by CC GIS and dated 12-8-25

Ancillary Dwelling Information:

Number of dwellings currently on the property: 1

Number of Additional dwellings requested: 1

Square Footage of Additional Dwelling(s): 1589 heated 6173 total

Please confirm that the following criteria are met:

☑ All minimum building codes are met.

☑ No utility services or easements will be affected.

Reason for request:

2nd Dwelling on property is over 1800 sqft total

OWNERSHIP AND APPLICANT INFORMATION:

OWNER: Ben Turner
ADDRESS: 140 Wild Turkey Tr
CITY: Appling STATE: Ga ZIP: 30802
PHONE #: 706 962 1243
Email (or) Fax: Csrabt work@gmail.com

APPLICANT: Ben Turner
ADDRESS:
CITY: STATE: ZIP:
PHONE#:
Email (or) Fax:

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

Owner's Signature

Ben Turner
Printed Name

Applicant's Signature

Ben Turner
Printed Name

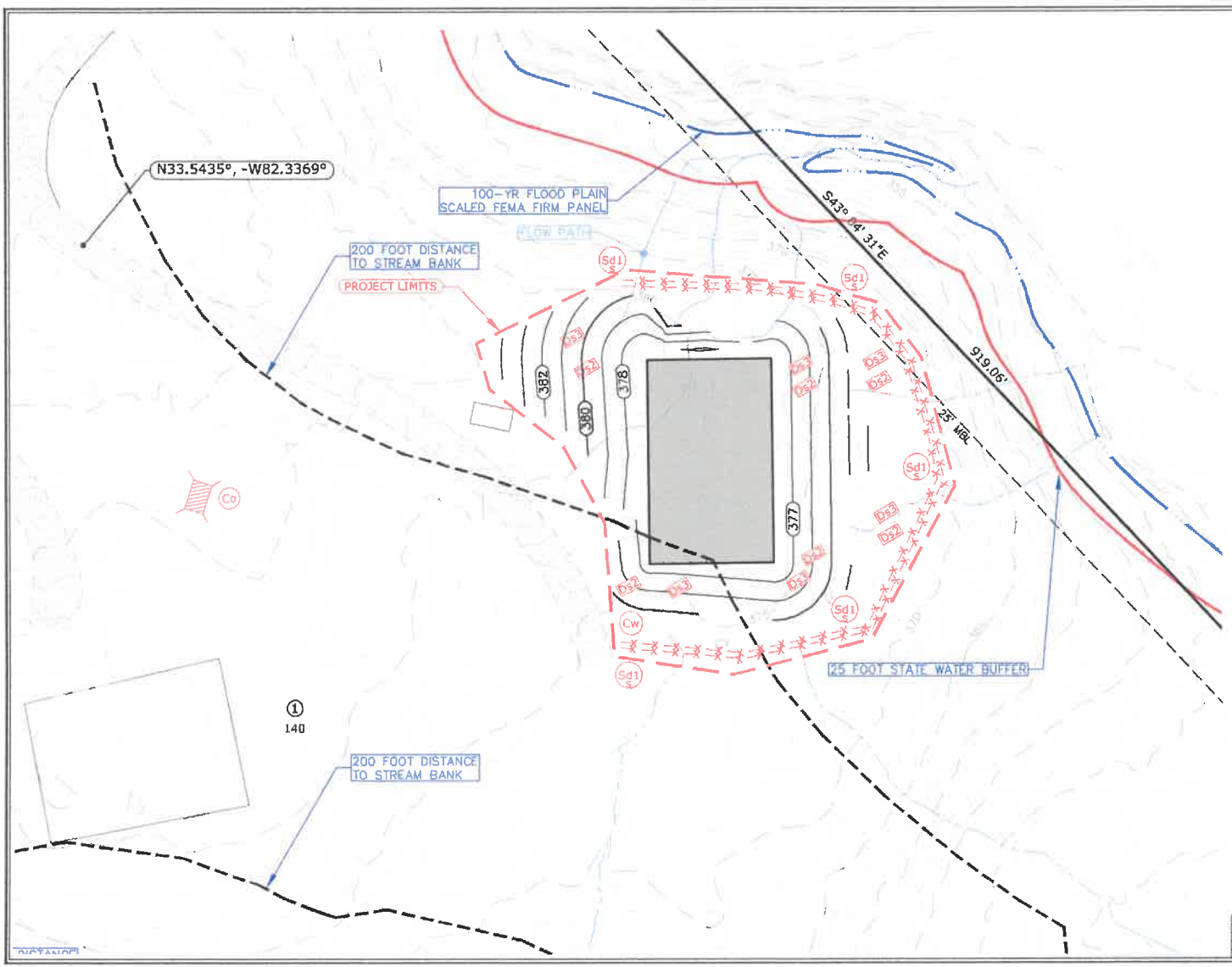
Subscribed and sworn to before me on 08 day of December 2025.

By: Theresa Ann Gosai Notary Public

THERESA ANN GOSAI
NOTARY PUBLIC
Richmond County
State of Georgia
My Comm. Expires 29th day of July, 2029

20251046

notarized application with all supporting documentation and your **$100.00** application fee to:
County Planning and Engineering Department, P.O. Box 498, Evans, GA 30809



GENERAL INFORMATION:

OWNER: BEN TURNER
140 WILD TURKEY TRAIL
APPLING, GA 30802
706-962-1243
CSRABTWORK@GMAIL.COM

LOT INFORMATION:
ADDRESS: 140 WILD TURKEY TRAIL (017-065)
FOUNDATION: SLAB
SHOP BLDG ELEV=306.00 MIN
SETBACKS: 25' FROM ANY PROPERTY LINE
TOTAL ACREAGE: 19.19 +/-Ac
DISTURBED ACREAGE: 0.12 Ac
GPS COORDINATE: 33.5435, -82.3369
FEMA MAP: 13073C0162E DATE: 06/07/2019
BASE FLOOD ELEV: 275.00

SCALE: 1"=50'

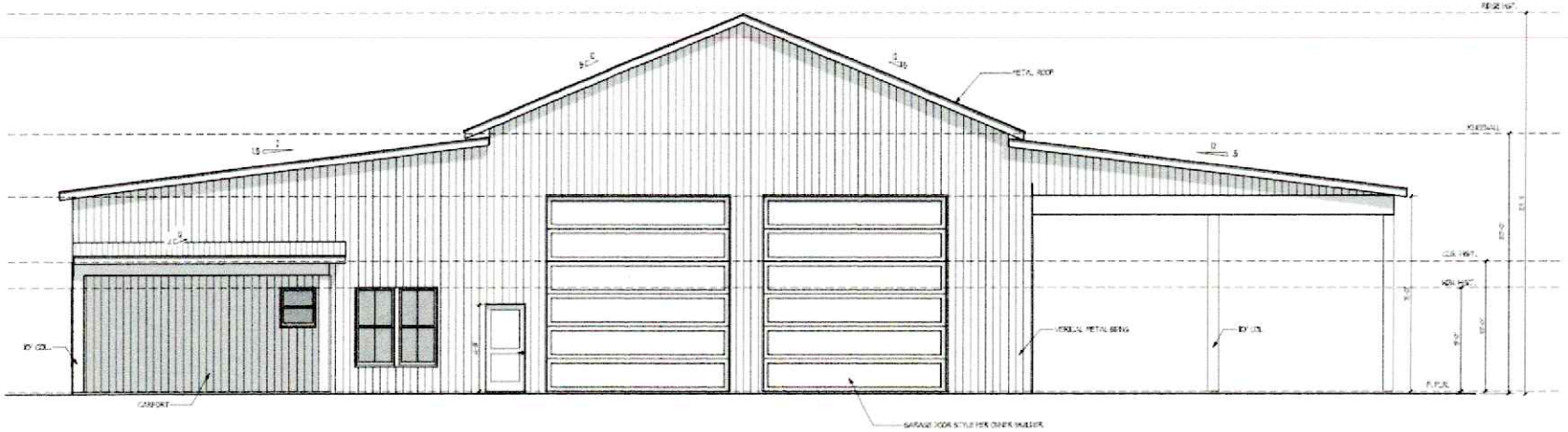
BRYANT ENGINEERING, PC

HOME RE-BUILD

SALLY L. GRAY
2 [illegible] CIRCLE DR
EVANS, GA 30809

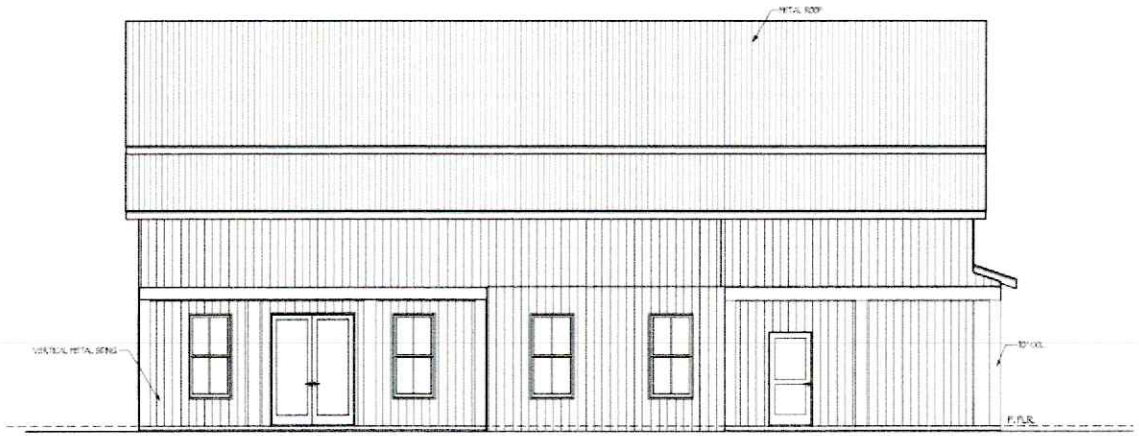
DATE: DECEMBER 03, 2020
CHECKED BY: SMB
DRAWN BY: SMB
JOB NO: 20-024

SHEET NO.
3
OF 5



FRONT ELEVATION

SCALE: 1/4" = 1'-0"



LEFT ELEVATION

SCALE: 1/4" = 1'-0"

Designer HOUSE PLANS

BEN TURNER
MIL SUITE

10/16/25

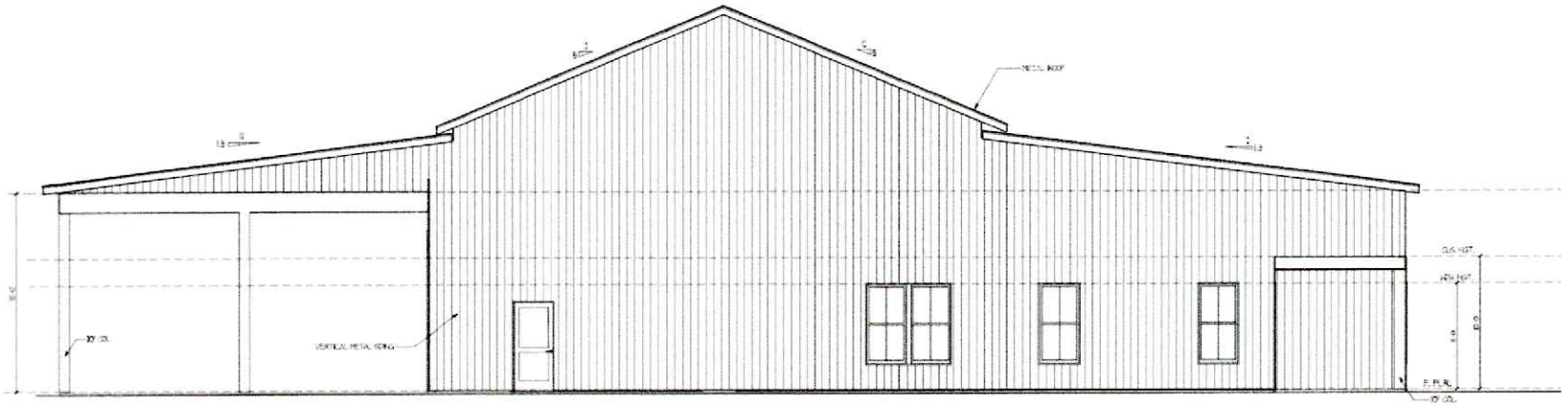
SHEET TITLE
FRONT & LEFT ELEVATIONS

SCALE: AS NOTED

DESIGNED & DRAWN BY:
GREGORY BROWN
CERTIFIED PROFESSIONAL
BUILDING DESIGNER A.I.B.D.

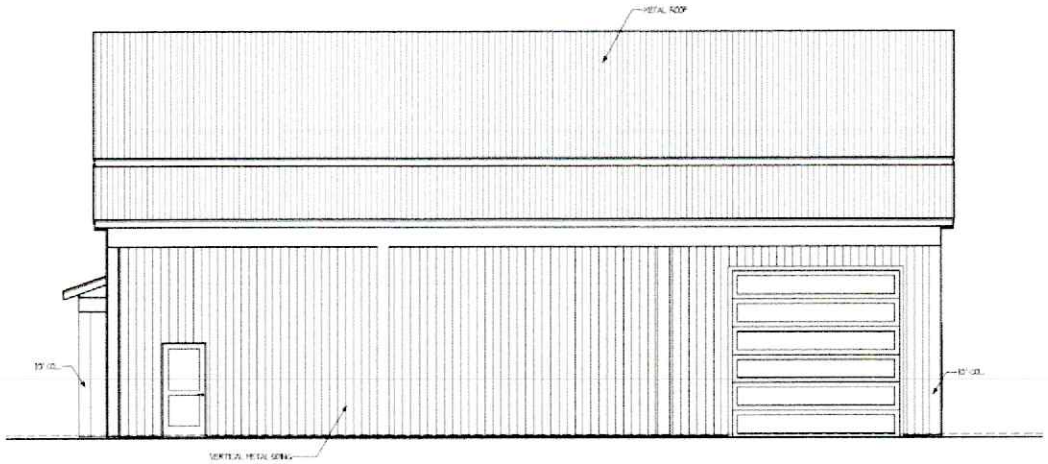
DESIGNERHOUSEPLANS.COM © 2022

A-1



REAR ELEVATION

SCALE: 1/4" = 1'-0"



RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

Designer HOUSE PLANS

BEN TURNER
MIL SUITE

11/11/25

SHEET TITLE:
REAR & RIGHT ELEVATIONS

SCALE: AS NOTED

DESIGNED & DRAWN BY:
GREGORY BROWN
CERTIFIED PROFESSIONAL
BUILDING DESIGNER A.I.B.D.

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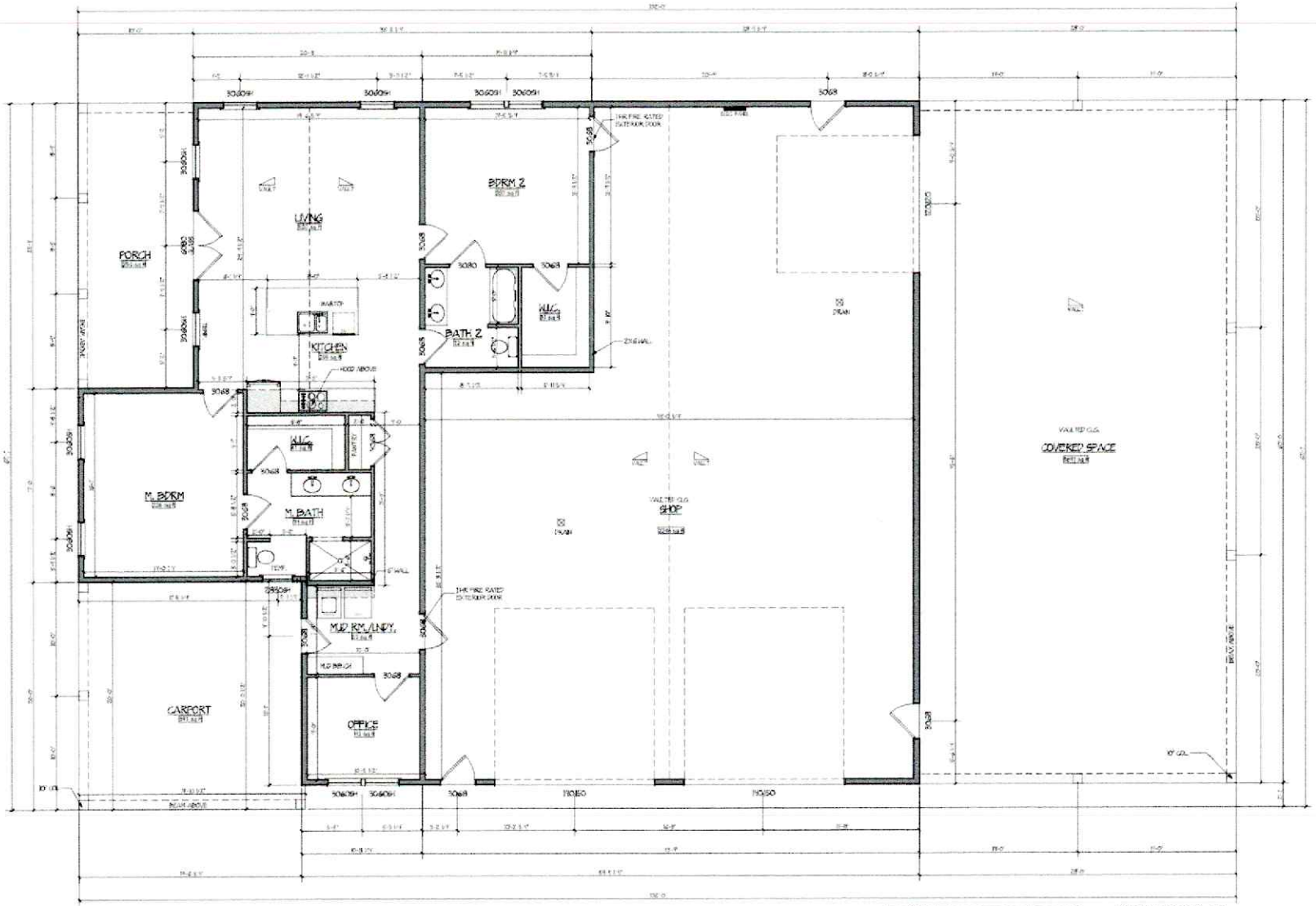
NO. DESCRIPTION

A-2



AREA CALCULATIONS	
FIRST FLOOR HEATED :	1589.59 FT.
TOTAL HEATED :	1589.59 FT.
PORCH :	2.50 SQ.FT.
CARPORT :	7.11 SQ.FT.
SHOP :	2,246 SQ.FT.
COVERED SPACE :	1,277 SQ.FT.
TOTAL :	6,173 SQ.FT.

FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"
LIVING AREA
1589.59 FT

Designer HOUSE PLANS

BEN TURNER
MIL SUITE

11/17/25

SHEET TITLE:
FIRST FLOOR PLAN

SCALE: AS NOTED

DESIGNED & DRAWN BY:
GREGORY BROWN
CERTIFIED PROFESSIONAL
BUILDING DESIGNER A.I.B.D.

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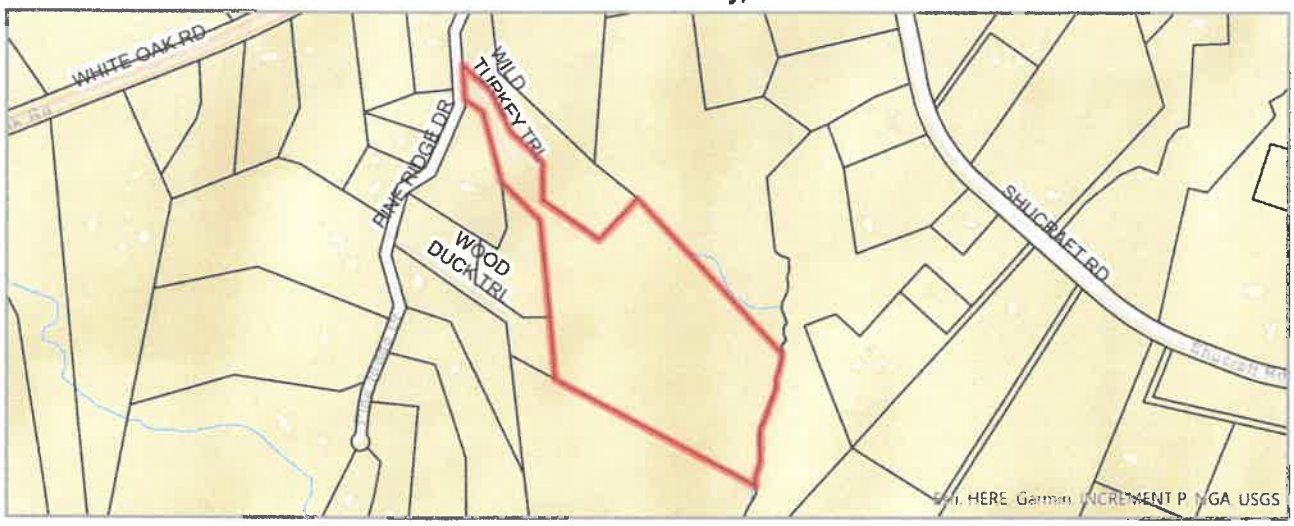
REVISIONS DESCRIPTION

A-3

Columbia County, GA



Parcel ID	017 065	Acre Quantity	1.96
Physical Address	140 WILD TURKEY TRL	Conservation Use	N
Owner 1	TURNER BENJAMIN LEE	Conservation Acres	
Owner 2		Last Sale Date	03/10/2023
Mailing Address 1	5585 WHITE OAK RD	Deed Book	14656
Mailing City	APPLING	Deed Page	0184
Mailing State	GA	Deed Year	2023
Mailing Zip	30802	Sale Amount	$0
Legal Description 1	19.19 ACS	Sale Instrument	QC
Legal Description 2		Plat Book	E2022
Legal Description 3		Plat Page	330
Land Value	$287,390	Street Light Amount	
Improvement Value	$825,478	Mobile Home Number	0
Total Value	$1,112,868	GIS Acres	19.18149137
Improvement Description	1.34 STORY	Input Method	CG
Neighborhood Code	2825	Year Built	2024
Total Buildings	1	Number Beds	4
Total Finished Area	3,359	Number Baths	3
Pool	N	Number Half Baths	1
Property Use - Not Zoning		Number Rooms	
Lot Description		Tax Data Last Update	12/6/2025
Lot Square Foot		GIS Last Update	10/2/2025

COLUMBIA COUNTY
GEORGIA

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search,appraisal, survey, or for zoning verification.

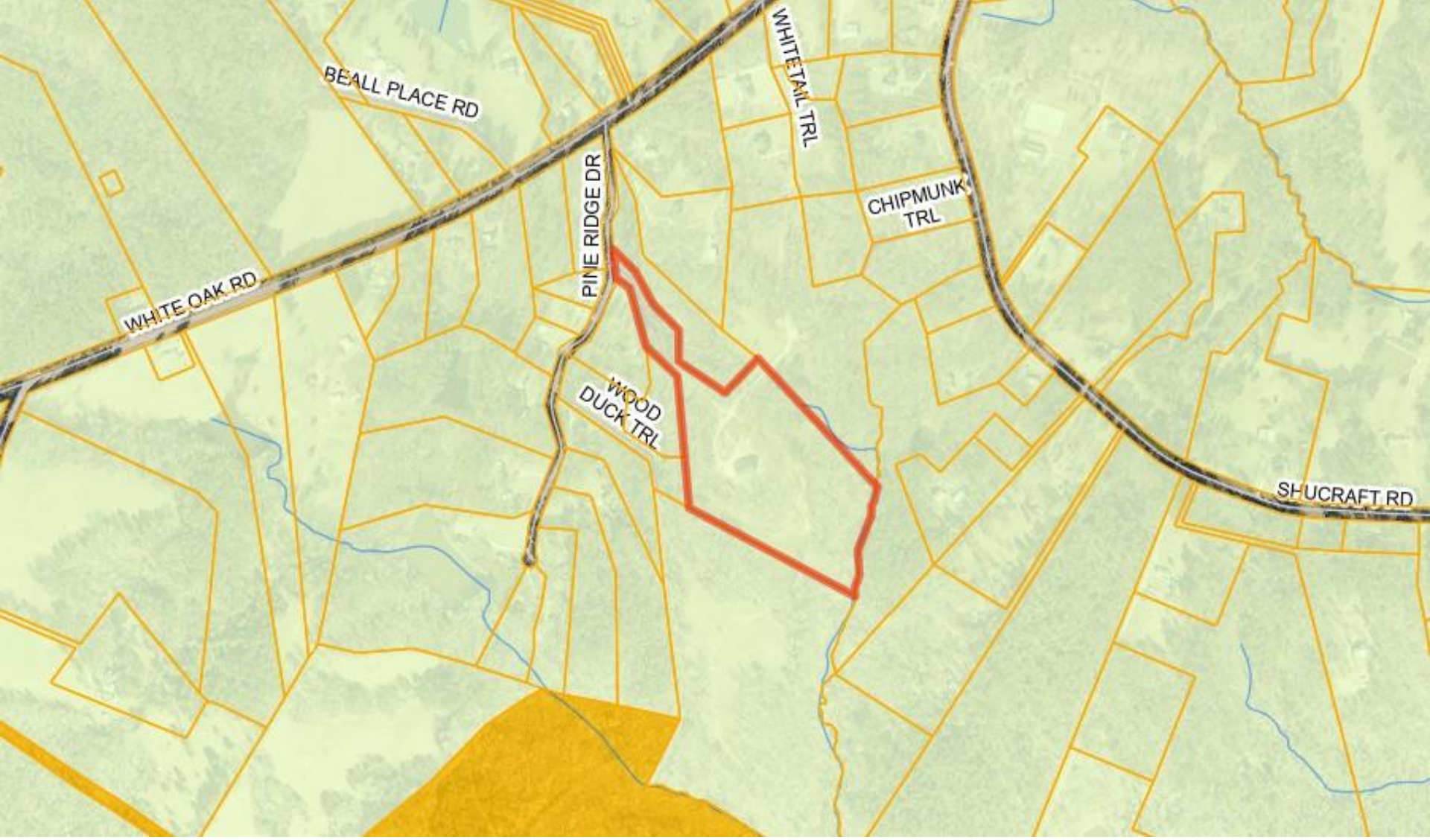
Map Scale
1 inch = 800 feet
12/8/2025

ANCILLARY DWELLING

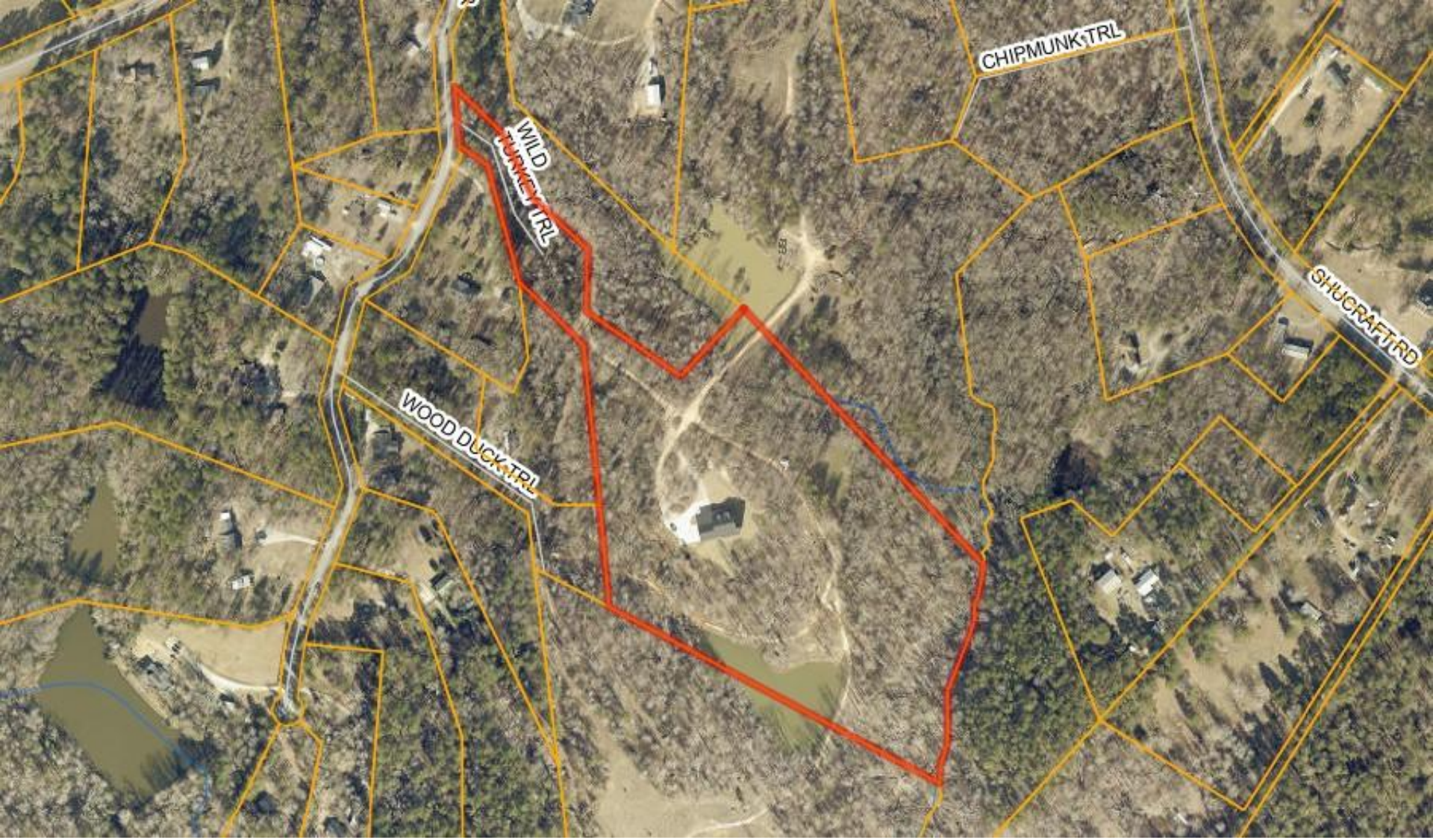
- Tax Map 017 Parcel ID 065
- Location: 140 Wild Turkey Trail
- Acreage: 19.18 +/- Acres
- Current Zoning: R-A (Residential Agricultural)
- Existing Use: Single-Family Residential
- Request: Allowing Ancillary Dwelling over 1,800 square feet in size
- Applicant: Ben Turner


MISTY RD
BEALL PLACE RD
WHITE OAK RD
WHITETAIL TRL
CHIPMUNK TRL
WOOD DUCK TRL
SHUCRAFT RD

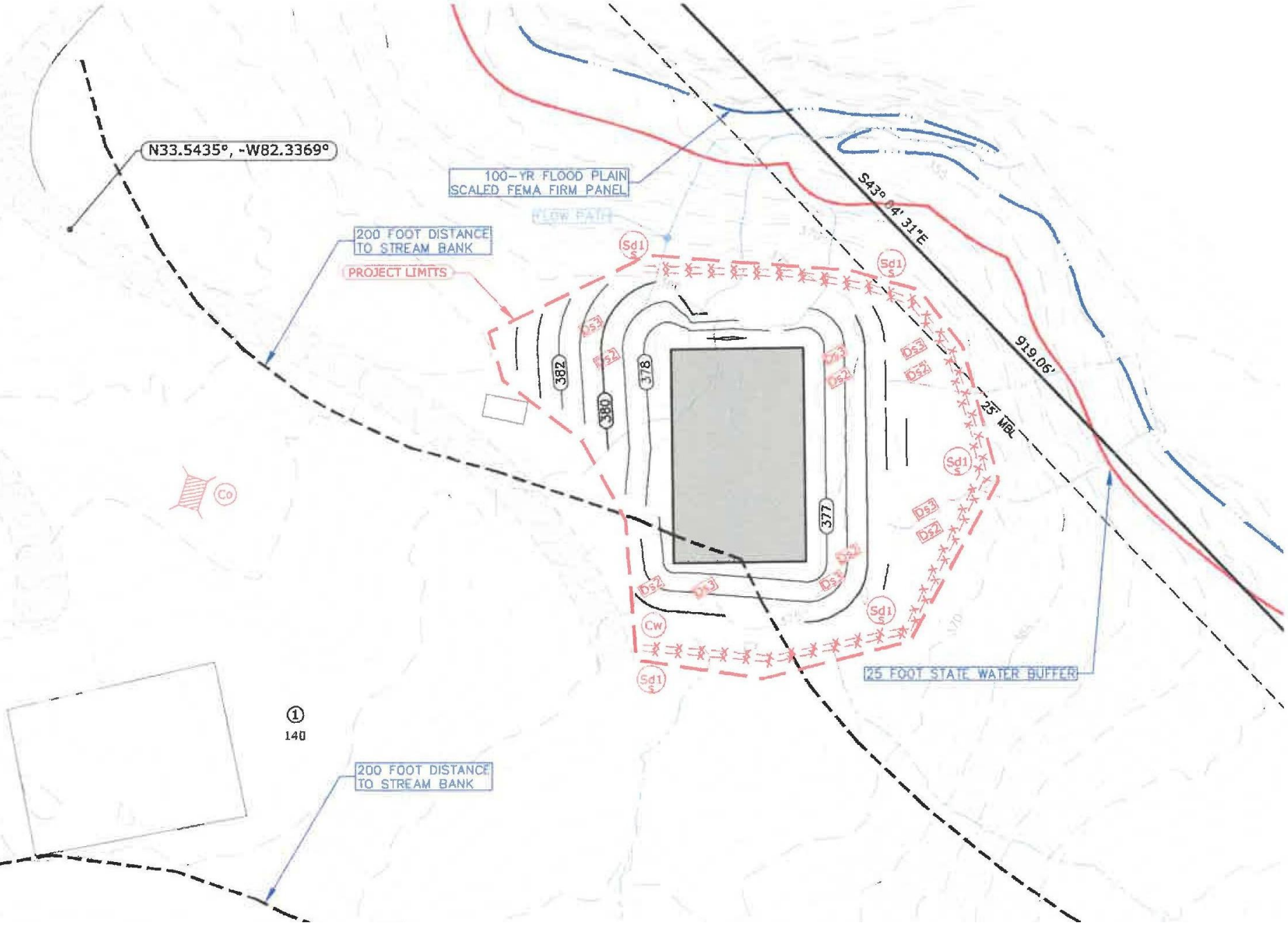
LOCATION


BEALL PLACE RD
WHITETAIL TRL
PINE RIDGE DR
CHIPMUNK TRL
WHITE OAK RD
WOOD DUCK TRL
SHUCRAFT RD

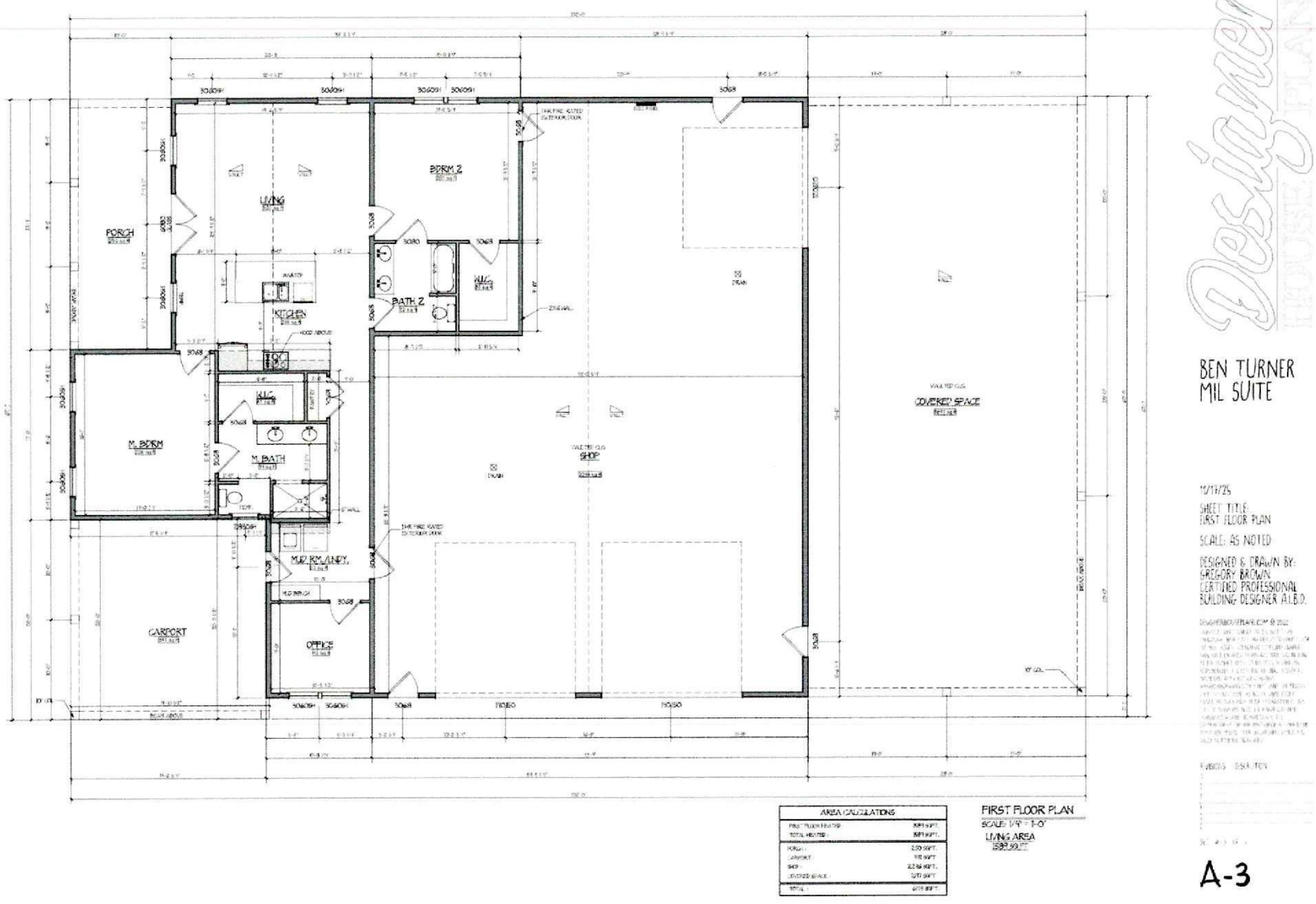
ZONING



AERIAL

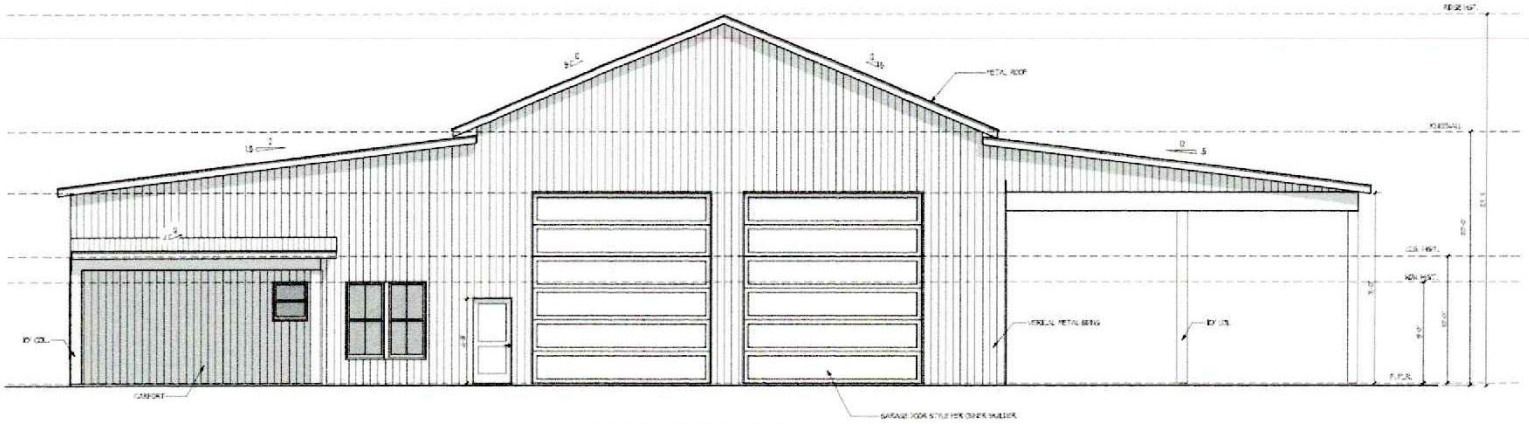

N33.5435°, -W82.3369°
100-YR FLOOD PLAIN
SCALED FEMA FIRM PANEL
FLOW PATH
200 FOOT DISTANCE
TO STREAM BANK
PROJECT LIMITS
S43° 04' 31"E
919.06'
25' MSL
382
380
378
377
Sd1
Ds3
Ds2
Cw
Co
25 FOOT STATE WATER BUFFER
1
140
200 FOOT DISTANCE
TO STREAM BANK

SITE PLAN

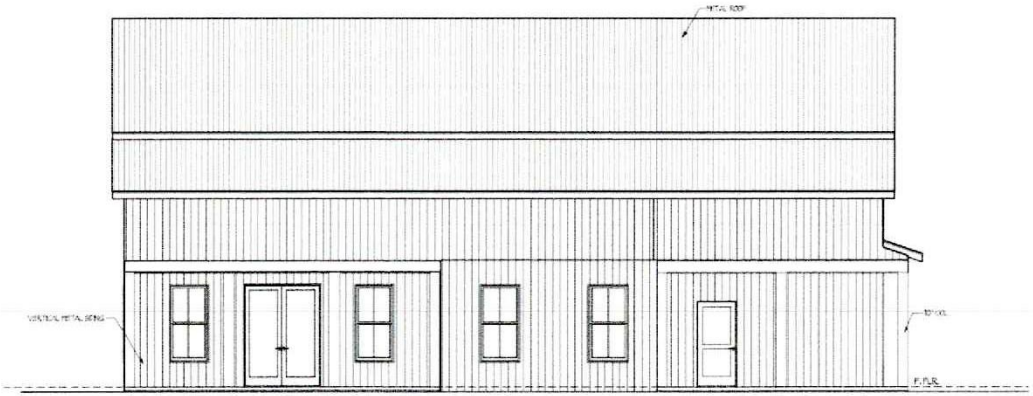


PORCH
LIVING
BDRM 2
KITCHEN
BATH 2
W.I.C.
M. BDRM
M. BATH
MUD RM./LNDY.
OFFICE
CARPORT
SHOP
COVERED SPACE
AREA CALCULATIONS
FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"
LIVING AREA
BEN TURNER
MIL SUITE
SHEET TITLE:
FIRST FLOOR PLAN
SCALE: AS NOTED
DESIGNED & DRAWN BY:
GREGORY BROWN
CERTIFIED PROFESSIONAL
BUILDING DESIGNER A.I.B.D.
A-3

FLOOR PLAN



FRONT ELEVATION



LEFT ELEVATION

Designer Floorplans

BEN TURNER
MIL SUITE

10/14/25

SHEET TITLE
FRONT & LEFT ELEVATIONS

SCALE: AS NOTED

DESIGNED & DRAWN BY:
GREGORY BROWN
CERTIFIED PROFESSIONAL
BUILDING DESIGNER A.I.B.D.

DESIGNERFLOORPLANS.COM © 2022

ELEVATIONS

Public Works and Engineering Services Committee
February 3, 2026

Fund:	Extension and Renewal Project	Department:	Water Utility
Revenue:	$0.00	Contact:	Stacey Gordon
Expenses:	$100,850.50	Phone:	706-868-3474
Line Codes(s):	58037-39-015-687		

ITEM: Change Order #2 with Strack, Inc. for the Harlem Euchee Creek Interceptor Project.

BACKGROUND: This item is a change order to include additional piping and manholes for the Harlem Interceptor project. The final section of the project was set to be installed adjacent to an existing Columbia County sewer line. The existing line is surrounded by property that is now in restrictive covenants with the Army Corp of Engineers. In order to meet the auspices of the restrictive covenants, the new pipeline must be utilized to replace the existing pipe and cannot parallel the pipeline as planned. This resulted in a design change and additional bypass pumping activities as well as additional connections to existing sewer lines. The Change Order also includes 21 additional contract days for weather, and design-related delays. The total cost of the change order is $100,850.50 for line item 58037-39-015-687.

STAFF RECOMMENDATION: Staff recommends the approval of this change order.

COMMITTEE COMMENTS: Forward to Consent Agenda.

COMMITTEE RECOMMENDATION / MOTION: *Approved Change Order Number 2 with Strack, Inc. for the Harlem Euchee Creek Interceptor project in the amount of $100,850.50; 58037.39.015.687.*

TURNIPSEED ENGINEERS

ATLANTA
AUGUSTA
ST. SIMONS ISLAND

November 21, 2025

Mr. Stacey Gordon, P.E.
Director
Columbia County Water Utility
P.O. Box 960
Grovetown, Georgia 30813

Via electronic mail: sgordon@columbiacountyga.gov

Re: Columbia County, Georgia
Harlem Euchee Creek Interceptor
Project No.: 212493

Mr. Gordon:

We are attaching a copy of Change Order No. Two on the contract with Strack, Inc. on subject project. If acceptable, please sign, date, and email a copy to us for further execution.

If you have any questions, please call us.

Yours truly,

John V. McClellan, P.E.

JVM sj
Attachment

CHANGE ORDER NO. TWO
NOVEMBER 18, 2025

OWNER: **COLUMBIA COUNTY, GEORGIA**

PROJECT: **HARLEM EUCHEE CREEK INTERCEPTOR**
PROJECT NO.: **212493**
CONTRACTOR: **STRACK, INC.**

The following changes are hereby made to the contract:

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
ADDITIONS TO CONTRACT					
1.	0.15	AC	CLEARING AND GRUBBING	$17,450.00	$2,617.50
2.			18-INCH PVC SEWER, SDR 26		
b.	138	LF	6'-10' Cut	$265.00	$36,570.00
5.			8-INCH D.I.P. GRAVITY SEWER, EPOXY LINED		
a.	29.00	LF	0'-6' Cut	$386.00	$11,194.00
b.	28.00	LF	6'-10' Cut	$405.00	$11,340.00
12.	1.00	EA	CONNECT TO EXISTING MANHOLE	$13,676.00	$13,676.00
13.			SOIL EROSION & SEDIMENT CONTROL		
a.	1,046.00	LF	Silt Fence, Sensitive (Type C)	$10.50	$10,983.00
c.	1.00	LS	Grassing Disturbed Areas	$850.00	$850.00
21.			DIP GRIPPER GASKET		
a.	4.00	EA	18-Inch	$575.00	$2,300.00
22.			STEEL CASING BY OPEN CUT (INCL. CONCRETE COLLARS)		
b.	29	LF	30 Inch Steel Casing	$335.00	$9,715.00
25.	2	EA	PURCHASE AND DISPOSE OF MANHOLES (A1 & A5)	$2,588.00	$5,176.00
27.	1	EA	DOGHOUSE MANHOLE FOR BYPASS	$17,214.00	$17,214.00
TOTAL ADDITIONS					$121,635.50
DEDUCTIONS TO CONTRACT					
11.			MANHOLE FRAME AND COVER		
b.	(1.00)	EA	USF 924 Ring and KI Cover, Watertight	$1,760.00	($1,760.00)
20.			4'-0 DIAMETER PRECAST CONCRETE MANHOLE		
a.	(1.00)	EA	Base, Riser, and Cone (0-6' Depth)	$9,875.00	($9,875.00)
b.	(5)	VF	Additional Depth (>6-0)	$590.00	($2,950.00)
26.	(1)	EA	HATCHES FOR JUNCTION BOX JB-6A	$6,200.00	($6,200.00)
TOTAL DEDUCTIONS					($20,785.00)

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
Total Amount of Change Order No. Two					100,850.50
Original Contract Amount					30,416,700.00
Revised Contract Amount with Change Order One					22,954,001.00
Revised Contract Amount with Change Order Two					**23,054,851.50**
Change in Contract Completion Time					Add 21 days
New Contract Completion Time					3/2/2027

Reasons for Changes:

1. Extends start point from STA -0+80 to -2+75 and includes changes to the design in that section.

Requested by:

Jeremy Free — 11/21/25

Strack, Inc. — Date

Recommended by:

John V. McClellan, P.E. — 11/21/25

Turnipseed Engineers — Date

Accepted by:

Columbia County, Georgia — Date

Public Works and Engineering Services Committee
February 3, 2026

Fund:	Extension and Renewal Project	Department:	Water Utility
Revenue:	$0.00	Contact:	Stacey Gordon
Expenses:	$1,157,146.45	Phone:	706-868-3474
Line Codes(s):	57037-25-015-691		

ITEM: Award 2025037-BID5100 and Contract to Reeves Construction Company for the Jim Blanchard WTP Loop Access Road Improvements

BACKGROUND: Award 2025037-BID5100 Jim Blanchard WTP Loop Access Road Improvements to Reeves Construction Company. This project will include clearing, grading, fencing, camera system, call box, repair of hatches and lids on mixer box. The new entrance will allow large trucks easier access to deliver chemicals to the plant. This project will also give secondary access to the plant in the event primary access is inaccessible due to a high service or raw water main repair. Bid amount is $1,157,146.45 and will be paid out of Extension and Renewal line Item 57037-025-015-691.

STAFF RECOMMENDATION: Staff recommends the approval of this bid.

COMMITTEE COMMENTS: Forward to Consent Agenda.

COMMITTEE RECOMMENDATION / MOTION: *Approved awarding the bid and contract to Reeves Construction Company for the Jim Blanchard WTP loop access road improvements project in the amount of $1,157,146.45; 57037.25.015.691.*

Infrastructure Systems Management, LLC
SPECIALIZED CONSULTING SERVICES

December 15, 2025

Mr. Stacey Gordon, PE, Director
Columbia County Water Utility
2140 William Few Parkway
Grovetown, GA 30813

Subject: JIM BLANCHARD WATER TREATMENT PLANT
LOOP ACCESS ROAD IMPROVEMENTS
BID Reference No. 2025037
Engineer's Recommendation for Award

Mr. Gordon:

On Thursday, December 11, 2025, the Water Utility received and opened bids on the above-mentioned project. There were three responsive bidders: Reeves Construction, RD Brown, and Blair Construction. Attached is the bid tabulation of the three bidders.

Overall, the bids are fair with the apparent low bidder being Reeves Construction. Reeves Construction is 17%-21% lower than RD Brown and Blair Construction respectfully.

It is ISM's recommendation that the Water Utility award the Jim Blanchard Project to Reeves Construction in the amount of $1,157,146.45.

Respectfully,

Infrastructure Systems Management, LLC

Eric M Hinds

Attachment:
1. Bid Tabulation

PHONE: (706) 250-3228
1557 BROAD STREET
AUGUSTA, GA. 30904
EMAIL:INFO@ISMLLC-ENGR.COM
FAX: (706) 397-3523

Jim Blanchard Water Treatment Plant Bid Tabulation

Item No.	Quantity	Description	Unit	Reeves		RD Brown		Blair	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	1	SITE DEMOLITION (LOOP ACCESS ROAD AREA): ALL FENCING, STRUCTURES, CONCRETE COMPLETE.	LS	$ 61,500.00	$ 61,500.00	$ 60,000.00	$ 60,000.00	$ 23,600.20	$ 23,600.20
2	1	MONUMENT SIGN AT ENTRANCE, COMPLETE, IN PLACE.	LS	$ 25,500.00	$ 25,500.00	$ 30,500.00	$ 30,500.00	$ 28,626.00	$ 28,626.00
3	1	ROADWAY CONSTRUCTION: CLEARING AND GRUBBING, EXCAVATION CUT & FILL, ROADWAY GAB, STONE TURNOUT APRON, CONCRETE CURB AND GUTTER, ASPHALT PAVING, COMPLETE IN PLACE.	LS	$ 307,075.00	$ 307,075.00	$ 420,000.00	$ 420,000.00	$ 421,775.90	$ 421,775.90
4	1	ROADWAY STORM SYSTEM: ALL PIPE AND STRUCTURE INSTALLATION, CONNECTION TO EXISTING STORM SYSTEM, PLUG EXISTING STORM PIPE, COMPLETE IN PLACE.	LS	$ 150,550.00	$ 150,550.00	$ 155,500.00	$ 155,500.00	$ 242,175.70	$ 242,175.70
5	1	FENCING: NEW FENCE, GATE & OPERATORS, ELECTRICAL, CONTROL BOX WITH VOICE AND VIDEO AND REQUIRED FIBER, ALL CONNECTIONS, COMPLETE IN PLACE.	LS	$ 45,550.00	$ 45,550.00	$ 46,500.00	$ 46,500.00	$ 103,671.10	$ 103,671.10
6	1	LANDSCAPING: ALL DIRT AND DIRTWORK, TREES, SHRUBS, REQUIRED IRRIGATION SYSTEMS ALONG WITH COUNTY REQUIRED DEVICES, RIVER ROCK, FABRIC, PINESTRAW, COMPLETE IN PLACE.	LS	$ 60,000.00	$ 60,000.00	$ 57,600.00	$ 57,600.00	$ 57,098.60	$ 57,098.60
7	17888	LANDSCAPING: SOD, COMPLETE IN PLACE.	SF	$ 0.65	$ 11,627.20	$ 0.78	$ 13,952.64	$ 1.20	$ 21,465.60
8	6410	PERMANENT SEEDING COMPLETE, IN PLACE.	SF	$ 0.60	$ 3,846.00	$ 0.47	$ 3,012.70	$ 0.19	$ 1,217.90
9	1	EROSION AND SEDIMENT CONTROL: CONSTRUCTION ENTRANCE (Co), MAINTAINED, COMPLETE IN PLACE.	EACH	$ 3,000.00	$ 3,000.00	$ 5,500.00	$ 5,500.00	$ 5,200.00	$ 5,200.00
10	1450	EROSION AND SEDIMENT CONTROL FENCING (Sd1-S) INSTALLED AND MAINTAINED, COMPLETE IN PLACE.	LF	$ 5.50	$ 7,975.00	$ 7.00	$ 10,150.00	$ 7.72	$ 11,194.00
11	100	EROSION AND SEDIMENT CONTROL MATTING (Ss) INSTALLED AND MAINTAINED, COMPLETE IN PLACE.	SY	$ 3.20	$ 320.00	$ 10.05	$ 1,005.00	$ 6.50	$ 650.00
12	2	EROSION AND SEDIMENT CONTROL INLET PROTECTION (Sd2-F) AND (Sd2-P) INSTALLED AND MAINTAINED, COMPLETE IN PLACE.	EACH	$ 850.00	$ 1,700.00	$ 600.00	$ 1,200.00	$ 780.00	$ 1,560.00
13	2	EROSION AND SEDIMENT CONTROL: CONCRETE WASH DOWN STATION (Cw), MAINTAIN, COMPLETE IN PLACE.	EACH	$ 1,500.00	$ 3,000.00	$ 700.00	$ 1,400.00	$ 845.00	$ 1,690.00
14	2000	EROSION AND SEDIMENT CONTROL: MULCHING, TEMPORARY-SEEDING (Ds1, Ds2) COMPELTE IN PLACE.	SY	$ 3.00	$ 6,000.00	$ 1.15	$ 2,300.00	$ 1.17	$ 2,340.00
15	1	EXTERIOR POWER & LIGHTING ALONG ROADWAY AMD AT SIGN: ALL WIRING AND APPURTENANCES, CONNECTIONS, POLES, COMPLETE IN PLACE.	LS	$ 90,000.00	$ 90,000.00	$ 99,500.00	$ 99,500.00	$ 65,000.00	$ 65,000.00
16	**1**	**CUT AND REMOVE EXISTING ASPHALT/CONCRETE PAVING, RAW WATER PIPING AND FITTINGS, FURNISH AND INSTALL 30" DIP, GATE VALVES (OWNER SUPPLIED VALVE ONLY) AND FITTINGS AS REQUIRED, COMPLETE, IN PLACE.**	**LS**	**$ 225,200.00**	**$ 225,200.00**	**$ 309,700.00**	**$ 309,700.00**	**$ 258,466.00**	**$ 258,466.00**
17	1	DEMOLITION OF EXISTING STATIC MIXER PITS, FILL WITH FLOWABLE FILL AS REQUIRED, COMPLETE.	LS	$ 60,500.00	$ 60,500.00	$ 89,000.00	$ 89,000.00	$ 60,762.00	$ 60,762.00
18	135	ASPHALT/CONCRETE PATCH OVER TRENCH, COMPLETE, IN PLACE.	SY	$ 95.00	$ 12,825.00	$ 143.86	$ 19,421.10	$ 127.08	$ 17,155.80
19	860	RESURFACE EXISTING PARKING AND ENTRANCE DRIVE 1 1/2" THICK AS REQUIRED, COMPLETE.	SY	$ 23.25	$ 19,995.00	$ 18.74	$ 16,116.40	$ 18.46	$ 15,875.60
20	380	MILL PERIMETER OF RESURFACE AREA, COMPLETE.	SY	$ 15.40	$ 5,852.00	$ 6.58	$ 2,500.40	$ 32.20	$ 12,236.00
21	100	FURNISH AND INSTALL SELECT REFILL MATERIAL AS REPLACEMENT FOR UNSUTIABLE SOIL OR ADDITIONAL BEDDING FOR PIPE INSTALLATIONS WHERE REQUIRED BY ENGINEER, COMPLETE, IN PLACE.	CY	$ 85.00	$ 8,500.00	$ 100.00	$ 10,000.00	$ 99.77	$ 9,977.00
22	1425	GEOFABRIC (MIN. 250 G/M²) FOR SUB-BASE STABILIZATION WHERE REQUIRED, FOR GDOT 810 CLASS III SOILS, HEAVY DUTY TRUCK TRAFFIC, COMPLETE IN PLACE.	SY	$ 3.25	$ 4,631.25	$ 6.00	$ 8,550.00	$ 4.17	$ 5,942.25
23	400	ROAD BASE MATERIAL TO REPLACE UNSUTIABLE SOILS TO INCLUDE UNDERCUT, REPLACEMENT AND COMPACTION, (SPOIL ON SITE), COMPLETE, IN PLACE.	CY	$ 105.00	$ 42,000.00	$ 50.00	$ 20,000.00	$ 83.60	$ 33,440.00
		TOTAL COST			**$ 1,157,146.45**		**$ 1,383,408.24**		**$ 1,401,119.65**

SOLICITATION # 2025037-BID5100

JIM BLANCHARD WATER TREATMENT PLANT LOOP ACCESS ROAD IMPROVEMENTS AGREEMENT

COLUMBIA COUNTY
GEORGIA
A Community of Pride • A County of Vision • Endless Opportunities

COLUMBIA COUNTY BOARD OF COMMISSIONERS

GEORGIA

Engineer: Infrastructure Systems Managements LLC.

Procurement Department Bid Process Summary Report

BID#: 2025037-BID5100: JIM BLANCHARD WATER TREATMENT PLANT LOOP ACCESS ROAD IMPROVEMENTS

Department Requesting: Water Utility **Department Head:** Stacey Gordon

Advertised: CCNT/Online Date(s): November 12, 19, 26, & December 3, 2025 & Georgia Procurement Registry

Description (SOW): Furnishing all materials, labor, equipment, etc. for the installation of loop access road and associated fences, lighting, signage and storm water improvements. This project includes piping changes at the Water Treatment Plant.

Addenda: 03 **Budget:** $2,000,000

Release Date: November 12, 2025 9:00 AM EST **Close Date:** December 11, 2025 12:00 PM EST

Verified BID Results (Lowest to Highest Cost Provider):

VENDOR	ORIGINAL BID
1. **Reeves Construction Company Augusta, GA**	**$1,157,146.45**
2. RD Brown Contractors, Inc. North Augusta, SC	$1,383,408.24
3. Blair Construction, Inc. Evans, GA	$1,401,119.65

Columbia County Board of Commissioners
2025037-BID5100
Jim Blanchard WTP Loop Access Road Improvements

December 5, 2025

Addendum #1

This addendum forms a part of the Contract Documents and modifies the original drawings and specifications. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

Clarifications

1. Items #1-8 and #1-14 are both seeding. Please describe the difference between these items.
    a. See revised Bid Item list. Items have been added and items have been revised.
2. Section A on Sheet C1.06 instructs to remove portions of the concrete box walls, however, Section B shows these walls remaining. Please clarify.
    a. The drawings have been revised for clarity. The wall to be removed is only enough to removed existing 20" pipe and install larger 30" pipe.
3. Where is the tap point for the required irrigation?
    a. The contract requires the landscaper to design for approval the irrigation system. There is an existing ¾" service already on site near the existing hydrant on northwest upper corner at Point Comfort Road. Tap and meter is not needed.
4. Will the irrigation require a backflow preventor and/or meter?
    a. Yes, a RPZ and hotbox is required. See Meter information above.
5. I would like to propose a lighting equal for Type A and B. Both are Signify products and equal to lumens, wattage and performance. Type B also includes the house side shield
    a. A complete review of design requirements will need to be submitted for the substitute lighting. If the lighting meets requirements, it will be accepted and released via addendum.

Revised Specifications

Section 32 31 00 – CHAIN LINK FENCES AND GATES page 32 31 00-3 & 4.

Section 01 12 16 – WORK SEQUENCE

Section 32 11 23 – AGGREGATE BASE COURSE

Revised Bid Item List

Complete Revised Bid Items attached.

Revised Articles of Agreement attached.

Revised Drawings

C1.04 Attached

C1.06 Attached

END OF ADDENDUM #1

PROPOSAL

Item No.	Quantity	Description	Unit	Unit Price	Total Cost
1	1	SITE DEMOLITION (LOOP ACCESS ROAD AREA): ALL FENCING, STRUCTURES, CONCRETE COMPLETE.	LS	$_____	$_____
2	1	MONUMENT SIGN AT ENTRANCE, COMPLETE, IN PLACE.	LS	$_____	$_____
3	1	ROADWAY CONSTRUCTION: CLEARING AND GRUBBING, EXCAVATION CUT & FILL, ROADWAY GAB, STONE TURNOUT APRON, CONCRETE CURB AND GUTTER, ASPHALT PAVING, COMPLETE IN PLACE.	LS	$_____	$_____
4	1	ROADWAY STORM SYSTEM: ALL PIPE AND STRUCTURE INSTALLATION, CONNECTION TO EXISTING STORM SYSTEM, PLUG EXISTING STORM PIPE, COMPLETE IN PLACE.	LS	$_____	$_____
5	1	FENCING: NEW FENCE, GATE & OPERATORS, ELECTRICAL, CONTROL BOX WITH VOICE AND VIDEO AND REQUIRED FIBER, ALL CONNECTIONS, COMPLETE IN PLACE.	LS	$_____	$_____
6	1	LANDSCAPING: ALL DIRT AND DIRTWORK, TREES, SHRUBS, REQUIRED IRRIGATION SYSTEMS ALONG WITH COUNTY REQUIRED DEVICES, RIVER ROCK, FABRIC, PINESTRAW, COMPLETE IN PLACE.	LS	$_____	$_____
7	17888	LANDSCAPING: SOD, COMPLETE IN PLACE.	SF	$_____	$_____
8	6410	PERMANENT SEEDING COMPLETE, IN PLACE.	SF	$_____	$_____
9	1	EROSION AND SEDIMENT CONTROL: CONSTRUCTION ENTRANCE (Co), MAINTAINED, COMPLETE IN PLACE.	EACH	$_____	$_____
10	1450	EROSION AND SEDIMENT CONTROL FENCING (Sd1-S) INSTALLED AND MAINTAINED, COMPLETE IN PLACE.	LF	$_____	$_____
11	100	EROSION AND SEDIMENT CONTROL MATTING (Ss) INSTALLED AND MAINTAINED, COMPLETE IN PLACE.	SY	$_____	$_____

DO NOT USE. SEE BID TABLE UNDER REQUESTED INFORMATION ON BONFIRE FOR BID SUBMISSION.

PROPOSAL

12	2	EROSION AND SEDIMENT CONTROL INLET PROTECTION (Sd2-F) AND (Sd2-P) INSTALLED AND MAINTAINED, COMPLETE IN PLACE.	EACH	$_____	$_____
13	2	EROSION AND SEDIMENT CONTROL: CONCRETE WASH DOWN STATION (Cw), MAINTAIN, COMPLETE IN PLACE.	EACH	$_____	$_____
14	2000	EROSION AND SEDIMENT CONTROL: MULCHING, TEMPORARY-SEEDING (Ds1, Ds2) COMPELTE IN PLACE.	SY	$_____	$_____
15	1	EXTERIOR POWER & LIGHTING ALONG ROADWAY AMD AT SIGN: ALL WIRING AND APPURTENANCES, CONNECTIONS, POLES, COMPLETE IN PLACE.	LS	$_____	$_____
16	1	CUT AND REMOVE EXISTING ASPHALT/CONCRETE PAVING, RAW WATER PIPING AND FITTINGS, FURNISH AND INSTALL 30" DIP, GATE VALVES (OWNER SUPPLIED VALVE ONLY) AND FITTINGS AS REQUIRED, COMPLETE, IN PLACE.	LS	$_____	$_____
17	1	DEMOLITION OF EXISTING STATIC MIXER PITS, FILL WITH FLOWABLE FILL AS REQUIRED, COMPLETE.	LS	$_____	$_____
18	135	ASPHALT/CONCRETE PATCH OVER TRENCH, COMPLETE, IN PLACE.	SY	$_____	$_____
19	860	RESURFACE EXISTING PARKING AND ENTRANCE DRIVE 1 1/2" THICK AS REQUIRED, COMPLETE.	SY	$_____	$_____
20	380	MILL PERIMETER OF RESURFACE AREA, COMPLETE.	SY	$_____	$_____
21	100	FURNISH AND INSTALL SELECT REFILL MATERIAL AS REPLACEMENT FOR UNSUTIABLE SOIL OR ADDITIONAL BEDDING FOR PIPE INSTALLATIONS WHERE REQUIRED BY ENGINEER, COMPLETE, IN PLACE.	CY	$_____	$_____
22	1425	GEOFABRIC (MIN. 250 G/M²) FOR SUB-BASE STABILIZATION WHERE REQUIRED, FOR GDOT 810 CLASS III SOILS, HEAVY DUTY TRUCK TRAFFIC, COMPLETE IN PLACE.	SY	$_____	$_____

DO NOT USE. SEE BID TABLE PROVIDE UNDER REQUESTED INFORMATION ON BONFIRE FOR BID SUBMISSION.

PROPOSAL

23	400	ROAD BASE MATERIAL TO REPLACE UNSUTIABLE SOILS TO INCLUDE UNDERCUT, REPLACEMENT AND COMPACTION, (SPOIL ON SITE), COMPLETE, IN PLACE.	CY	$_____	$_____
		TOTAL COST			**$_____**

DO NOT USE

ARTICLES OF AGREEMENT

STATE OF GEORGIA)
COUNTY OF COLUMBIA)

This Agreement made and entered into on the ___ day of_____,**20**__by and between Columbia County, Georgia, party of the first part, (hereinafter known as the Owner) and *****CONTRACTOR***.** party of the second part (hereinafter known as the Contractor).

WITNESSETH:

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the Owner as follows:

1. The Contractor will furnish all equipment, tools, materials, skill and labor of every description (except that specified to be furnished by the Owner) necessary to carry out and to complete in good, firm, substantial and workmanlike manner, the Work specified, in strict conformity with the CONTRACT DOCUMENTS FOR THE **"Jim Blanchard WTP Loop**

Access Road Improvements, 2025037-BID5100 " PROJECT FOR COLUMBIA COUNTY, GEORGIA and the Specifications therein. Together with the foregoing Proposal made by the Contractor, this Agreement and Bonds and Addenda attached thereto shall form essential parts of this Agreement, as is fully contained herein. The Work covered by this Agreement includes all requirements shown in the Specifications and listed in the Proposal under the following items, to-wit:

23 Items in bid schedule

2. That the Contractor shall commence the Work to be performed under this Agreement on a date to be specified in a written order of the Owner's Engineer and the County and shall fully complete the Work **WITHIN THE TIME LIMIT PROVIDED IN THE CONTRACT**, except as otherwise provided herein and in the Specifications for extension of the Time Limit.

3. Time is of the essence of this Contract, and the Contractor agrees to pay the Owner, not as a penalty, but as liquidated damages, the sum of $ 1,000 Dollars for each calendar day that he shall be in default of completing the Work within the Time Limit. Because of the difficulty of fixing damages suffered by the Owner due to Contractor's default, these damages are herein agreed upon as stated.

4. The Owner hereby agrees to pay to the Contractor for the faithful performance of the Agreement, and as full compensation for everything furnished and done by the Contractor under this Contract (subject to additions and deductions as provided in the Specifications or Proposal) in lawful money of the United States, the sum of *****BID AMOUNT*****, which sum shall also compensate for any and all loss or damages arising out of the nature of the Work, or from the action of nature or the elements, or from unforeseen obstructions or difficulties encountered in the prosecution of the Work, and for all expense incurred by, or in consequence of the Work, its suspension or discontinuance, and for well and faithfully completing the Work and the whole thereof, as herein provided, and for replacing defective work, material or equipment for a period of one year after completion.

5. Payments on Account: Not later than the 15th day after receipt of the Contractor's estimate, as the Work progresses, the Owner shall make partial payment to the Contractor, up to 95% of the value of labor and materials furnished by the Contractor and incorporated in the Work and of materials furnished by the Contractor on hand at the site of the Work for and including the last day of the preceding month, (**however no such payment on account shall exceed 33% of the Bid Amount)**, less payments already made and less deductions for any unaccepted or defective work. 5% retainage shall be held on the total value of the project prior to final pay application or upon approved special request. The Owner may also withhold from time to time payment to the Contractor in such an amount or amounts as may be necessary to pay and fully satisfy all claims and demands for labor and services rendered and materials furnished in and about the Work as elsewhere provided for in this Agreement or the Specifications.

6. Final Payment: Upon written notice given to the Owner by the Contractor of the final completion of the Work, the Engineer will make an inspection of the Work, and if acceptable under the Contract, shall issue a final certificate that the balance is due the Contractor. The Owner shall then make final payment to the Contractor of the balance due under the Contract, less such amounts as may have been withheld and employed by the Owner from time to time, as provided in the preceding paragraph, to pay all claims and demands for labor, service, and material furnished; provided that before the Contractor shall be entitled to final payment, the Contractor shall submit satisfactory evidence under oath that all payrolls and all amounts due for labor and materials and other indebtedness connected with the Work have been fully paid and satisfied and that there are no outstanding claims or demands against the Contractor connected with the Work.

7. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the bonds hereto attached, the owner shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the Work, the Contractor shall, at his expense, within five days after the receipt of notice from the Owner to do so, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the Owner. In such event, no further

payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the Owner.

8. "In satisfaction of the requirements of O.C.G.A. 13-10-91, and the Rules of the Georgia Department Labor relating to the Georgia Security and Immigration Compliance Act of 2006, it is agreed that compliance with the requirements of O.C.G.A. 13-10-91 and Rule 300-10-1-.02 are conditions of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written in five (5) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original Contract.

(As to Owner): COLUMBIA COUNTY, GEORGIA

ATTEST:_____ _____

By:_____ By:_____
Clerk of Commission

As its:_____

(Seal)

(As to Contractor):

ATTEST:_____ _____
Contractor

As its:_____ By:_____

_____ Title:_____

(Corporate Seal)

APPROVED AS TO FORM

By: _____
County Attorney

PART 1 - GENERAL

1.1 SUMMARY

A. Provide all labor, materials, equipment, tools and necessary erection accessories for chain link fencing and gates as shown on the Drawings and specified herein.

B. Provide excavations for post bases, concrete foundations for posts, and center drops for gates.

C. Provide manual gates and related hardware.

1.2 REFERENCES

A. ASTM A121 - Zinc-Coated (Galvanized) Steel Barbed Wire.

B. ASTM A153 - Zinc Coating (Hot-Dip) on Iron and Steel Hardware.

C. ASTM A392 - Zinc-Coated Steel Chain-Link Fence Fabric.

D. ASTM F567 - Installation of Chain-Link Fence.

E. ASTM F669 - Strength Requirements of Metal Posts and Rails for Industrial Chain Link Fence.

F. ASTM F1083 - Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures.

G. ASTM F1234 - Protective Coatings on Steel Framework for Fences.

H. Chain Link Fence Manufacturers Institute (CLFMI) - Product Manual.

1.3 SYSTEM DESCRIPTION

A. Fence Height: 6 feet nominal or as indicated on Drawings.

B. Line Post Spacing: At intervals not exceeding 10 feet.

C. Fence Post and Rail Strength: Conform to ASTM F669 Heavy Industrial Fence quality.

1.4 SUBMITTALS FOR REVIEW

A. Section 01 33 00 - Submittal Procedures.

B. Product Data: Provide data on fabric, posts, accessories, fittings and hardware.

C. Shop Drawings: Indicate plan layout, spacing of components, post foundation dimensions, hardware anchorage, and schedule of components.

1.5 SUBMITTALS FOR CLOSEOUT

A. Section 01 77 00 - Closeout Procedures.

B. Section 01 78 39 - Project Record Document. Accurately record actual locations of fences and gates relative to property lines and improvements on record drawings.

1.6 QUALITY ASSURANCE

A. Perform Work in accordance with manufacturer's instructions.

1.7 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing the products specified in this Section with minimum three (3) years' experience.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers:

1. Cyclone Fence.
2. Anchor Fence, Inc.
3. Merchants Metals
4. Substitutions: Refer to Section 01 60 00 – Product Requirements.

2.2 MATERIALS

A. Framing (Steel): ASTM A569; hot rolled steel strip, cold formed to pipe configuration, longitudinally welded construction, minimum yield strength of 50 ksi; coating conforming to ASTM F1234 Type B on pipe exterior and interior.

B. Fabric Wire (Steel): ASTM A392 Class I, zinc coated wire fabric.

C. Barbed Wire: ASTM A121 galvanized steel; 12 gage thick wire, 3 strands, 4 points at 5 inches on centers.

D. Concrete: Type specified in Section 03 30 00 – Concrete.

2.3 COMPONENTS

A. Line Posts: 2.5-inch diameter, 3.65 pounds per linear foot.

B. Corner and Terminal Posts: 3.5-inch diameter, 5.79 pounds per linear foot.

C. Gate Posts: (Swing Gate)

1. Less than 12-foot opening – 4-inch diameter.
2. 12-foot to 18-foot opening – 6-inch diameter.
3. Greater than 18-foot opening – 8-inch diameter.

D. Top and Brace Rail: 1.65-inch diameter, plain end, sleeve coupled.

E. Gate Frame: 2-inch diameter. (Swing Type)

F. Fabric: 2-inch diamond mesh interwoven wire, 9 gage thick, top and bottom selvages twisted tight.

G. Tension Wire: 7-gauge thick steel, single strand.

H. Tension Band: Per manufacturer's recommendations.

I. Tension Strap: Per manufacturer's recommendations.

J. Tie Wire: Aluminum alloy steel wire.

K. Horizontal Aluminum Sliding Gate by OnGuard Aluminum Fence Systems and installed by Maner Fence and Specialties or approved equal: See Details in Drawings.

L. Horizontal Sliding Gate: Gate Access Call Box shall utilize Fiber video and audio. All required SCADA connections for Gate shall be performed by Whittaker Electric.

2.4 ACCESSORIES

A. Caps: Malleable iron, galvanized, sized to post diameter, with set screw retainer.

B. Fittings: Sleeves, bands, clips, rail ends, tension bars, fasteners and fittings, all of steel.

C. Extension Arms: Single arm galvanized cast steel, sloped to 45 degrees, to accommodate 3 strands of barbed wire.

D. Gate Hardware: Center gate stop and drop rod; three 180-degree gate hinges per leaf and hardware for padlock.

2.5 FINISHES

A. Components and Fabric: Galvanized to ASTM A123; 1.8 oz/sq ft coating.

B. Hardware: Galvanized to ASTM A153, 1.8 ounce/square foot coating.

C. Accessories: Same finish as framing.

2.6 FENCE GROUNDING

A. Conductors: Bare, solid wire for No. 6 AWG and smaller; stranded wire for No. 4 AWG and larger.

1. Material Above Finished Grade: Copper.
2. Material On or Below Finished Grade: Copper.
3. Bonding Jumpers: Braided copper tape, 1 inch wide, woven of No. 30 AWG bare copper wire, terminated with copper ferrules.

B. Connectors and Ground Rods: Listed in UL 467.

1. Connectors for Below-Grade Use: Exothermic welded type.
2. Ground Rods: Copper-clad steel.

a. Size: 5/8 inch by 96 inches.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install framework, fabric, accessories and gates in accordance with manufacturer's instructions.

B. Place fabric on outside of posts and rails.

C. Set line, corner, terminal, and gate posts plumb, in concrete footings with top of footing 2 inches above finish grade. Slope top of concrete for water runoff.

D. Brace each gate and corner post to adjacent line post with horizontal center brace rail and diagonal truss rods. Install brace rail one bay from end and gate posts.

E. Provide top rail through line post tops and splice with 6-inch-long rail sleeves.

F. Install center brace rail on corner gate leaves.

G. Do not stretch fabric until concrete foundation has cured 28 days.

H. Stretch fabric between terminal posts or at intervals of 100 feet maximum, whichever is less.

I. Position bottom of fabric 2 inches above finished grade.

J. Fasten fabric to top rail, line posts, braces, and bottom tension wire with tie wire.

K. Attach fabric to end, corner, and gate posts with tension bars and tension bar clips.

L. Install bottom tension wire stretched taut between terminal posts.

M. Install support arms sloped outward and attach barbed wire; tension and secure.

N. Do not support the hinged side of gate from building wall; provide gate posts.

O. Install gate with fabric and barbed wire overhang to match fence. Install three hinges per leaf, latch, catches, drop bolt and socket.

3.2 ERECTION TOLERANCES

A. Maximum Variation from Plumb: 1/4 inch.

B. Maximum Offset from True Position: 1 inch.

C. Do not allow components to encroach on adjacent property.

3.3 GROUNDING AND BONDING

A. Fence Grounding: Install at maximum intervals of 1,000 feet except as follows:

1. Fences within 100 Feet of Buildings, Structures, Walkways, and Roadways: Ground at maximum intervals of 500 feet.

a. Gates and Other Fence Openings: Ground fence on each side of opening.

1) Bond metal gates to gate posts.
2) Bond across openings, with and without gates, except openings indicated as intentional fence discontinuities. Use No. 2 AWG wire and bury it at least 18 inches below finished grade.

B. Protection at Crossings of Overhead Electrical Power Lines: Ground fence at location of crossing and at a maximum distance of 150 feet on each side of crossing.

C. Fences Enclosing Electrical Power Distribution Equipment: Ground as required by IEEE C2, unless otherwise indicated.

D. Grounding Method: At each grounding location, drive a ground rod vertically until the top is 6 inches below finished grade. Connect rod to fence with No. 6 AWG conductor. Connect conductor to each fence component at the grounding location, including the following:

1. Each Barbed Wire Strand. Make grounding connections to barbed wire with wire-to-wire connectors designed for this purpose.
2. Each Barbed Tape Coil: Make grounding connections to barbed tape with connectors designed for this purpose.

E. Bonding Method for Gates: Connect bonding jumper between gate post and gate frame.

F. Connections: Make connections so possibility of galvanic action or electrolysis is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact will be galvanically compatible.

1. Use electroplated or hot-tin-coated materials to ensure high conductivity and to make contact points closer in order of galvanic series.
2. Make connections with clean, bare metal at points of contact.
3. Make aluminum-to-steel connections with stainless-steel separators and mechanical clamps.
4. Make aluminum-to-galvanized-steel connections with tin-plated copper jumpers and mechanical clamps.
5. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.

G. Bonding to Lightning Protection System: If fence terminates at lightning-protected building or structure, ground the fence and bond the fence grounding conductor to lightning protection down conductor or lightning protection grounding conductor complying with NFPA 780.

3.4 FIELD QUALITY CONTROL

A. Ground-Resistance Testing Agency: Owner will engage a qualified independent testing agency to perform field quality-control testing.

B. Ground-Resistance Tests: Subject completed grounding system to a megger test at each grounding location. Measure ground resistance not less than two full days after last trace of precipitation, without soil having been moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance. Perform tests by two-point method according to IEEE 81.

C. Desired Maximum Grounding Resistance Value: 25 ohms.

D. Excessive Ground Resistance: If resistance to ground exceeds desired value, notify Engineer promptly. Include recommendations to reduce ground resistance and proposal to accomplish recommended work.

E. Report: Prepare test reports certified by testing agency, of ground resistance at each test location. Include observations of weather and other phenomena that may affect test results.

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

A. Perform work in an orderly manner to cause the least disruption to Owner's activities and the operation of the existing Water Treatment Plant (WTP) facilities, and water system. The WTP normally operates 24 hours per day, 7 days per week. Proper planning is critical for successful contract completion.

B. Where necessary to prevent or minimize interruptions of existing treatment facility operations, schedule work for system tie-ins or service transfers during low demand periods.

C. No time extension or increased cost claims will be considered for overtime work as a result of completing work in accordance with the requirements established herein.

D. Work may require after hours work times to minimize water system interruptions.

1.2 SUBMITTALS

A. Submit to Engineer overall plan of construction.

1.3 PROJECT SITE CONDITIONS

A. All access onto the existing WTP site must be coordinated with Engineer and Owner prior to access.

1.4 SEQUENCING AND SCHEDULING

A. The existing facilities comprise a fully functioning water treatment plant and water system. Conduct all work in a manner which will not interrupt or jeopardize normal operations.

B. Coordinate all required shutdowns, and tie-ins with Owner and provide a minimum of 72 hours' notice.

C. Sequencing:

1. Raw water piping cannot be done until after November 1st. This is a lower demand

timeframe. The latest date to get the piping work done is March 30, 2026. After this date demands increase beyond shutdown timing.

2. Raw water piping work requires new valves to be installed first in order to maintain normal operation while remaining piping and demo can be done.
   a. 30" Gate Valves shall be owner supplied (all flushing valve systems and valve boxes to be furnished and installed).
3. The demo of pits and piping requires the contractor to furnish and have on-hand steel plates to cover work area when chemical tanker trucks supply the W.T.P.

D. Construction Constraints:

Not Used.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

A. Provide all labor, materials, equipment, tools and incidentals to install aggregate base course as shown on the Drawings and specified herein.

1.2 REFERENCES

A. ASTM D698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, using 5.5 pound Rammer and 12-inch Drop.

B. ASTM D1556 - Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.

C. ASTM D2167 - Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.

D. ASTM D3017 - Test Methods for Moisture Content of Soil and Soil-Aggregate Mixtures

PART 2 - PRODUCTS

2.1 MATERIALS

A. Coarse Aggregate:

1. In accordance with GDOT Standard Specifications for Highway Construction, 2021 Edition, Section 800.
2. Use only coarse aggregate sources appearing on the GDOT Qualified Product List 2.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify substrate has been inspected, is dry, and gradients and elevations are correct.

B. Proof rolling shall be done on all portions of the sub-base or sub-grade underlying the base, which includes three feet of width on each side of the base. The surface shall be in finished condition ready for placement of the base material.

1. All sub-base and sub-grade shall be compacted and shaped to a firm and non-yielding surface prior to placement of another layer or course.
2. Proof roll shall be performed with a tandem axle dump truck loaded to a minimum gross load of 56,000 pounds provided by the Contractor with no exceptions.

3. The pattern for the proof roll shall be up, back and then the test roll. All proof rolling must be done in the presence of the Engineer.

4. All deficient areas shall be satisfactorily repaired and retested.

5. In the event of a rain event exceeding 0.25 inches, after a passing proof roll, the area shall be subject to retesting.

3.2 PREPARATION

A. Correct irregularities in substrate gradient and elevation by scarifying, reshaping and recompacting.

B. Do not place fill on soft, muddy, or frozen surfaces.

3.3 AGGREGATE PLACEMENT

A. Spread aggregate over prepared substrate to a total compacted thickness of 8 inches.

B. Place aggregate in maximum 8-inch layers and compact to specified density.

C. Level and contour surfaces to elevations and gradients indicated.

D. Add small quantities of fine aggregate to coarse aggregate as appropriate to assist compaction.

E. Add water to assist compaction. If excess water is apparent, remove aggregate and aerate to reduce moisture content.

F. Use mechanical tamping equipment in areas inaccessible to compaction equipment.

3.4 TOLERANCES

A. Flatness: Maximum variation of 1/2-inch measured with 10-foot straight edge.

B. Scheduled Compacted Thickness: Within 1/4-inch.

C. Variation From Design Elevation: Within 1/2-inch.

3.5 FIELD QUALITY CONTROL

A. Perform compaction testing in accordance with ASTM D1556, ASTM D698, ASTM D2167 and ASTM D3017.

B. If tests indicate Work does not meet specified requirements, remove Work, replace and retest.

C. Frequency of Tests: 200 square yards.

3.6 SCHEDULES

A. Under Asphalt Pavement:

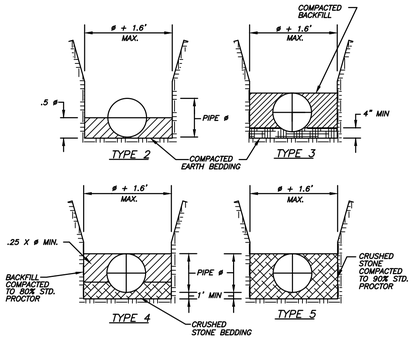
1. Compact placed aggregate materials to achieve compaction of 98 percent.

B. Under Concrete Pavement:

1. Compact placed aggregate materials to achieve compaction of 98 percent.

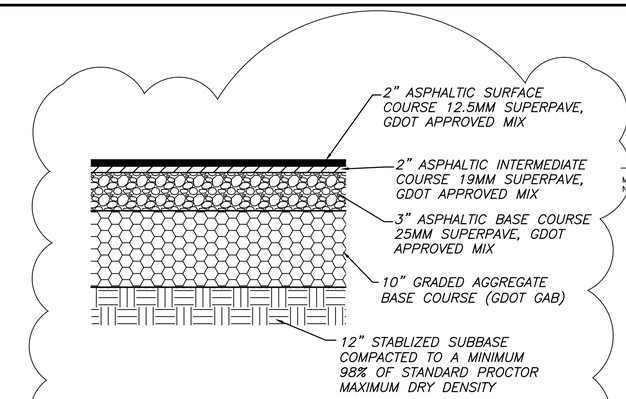
END OF SECTION

December 4, 2025 I:\ISM_Projects\Columbia County Water Utilities (CCWU)\23CCWU01 Point Comfort Access Road\Plans\DWG\LANDSCAPE PLAN.dwg

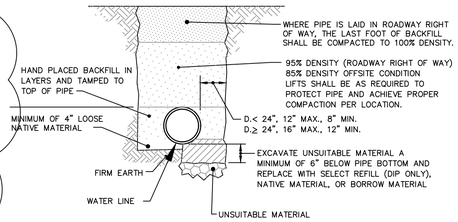


STORM LINE TYPICAL PIPE BEDDING DETAILS

1. ALL STORM PIPE CROSSING THE NEW ROADWAY SHALL BE BEDDED THE ENTIRE LENGTH OF RUN USING M10 "SCREENINGS" PLACED AND COMPACTED TO 98% STD. PROCTOR IN ACCORDANCE WITH "TYPE 5 BEDDING", ABOVE.



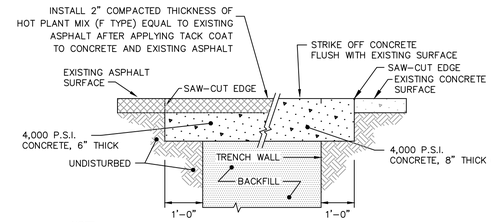
LOOP ACCESS ROAD PAVING DETAIL
N.T.S.



1. ALL COMPACTION DENSITIES SHALL BE IN ACCORDANCE WITH ASTM D698, STANDARD PROCTOR.

TYPE 3 TRENCH

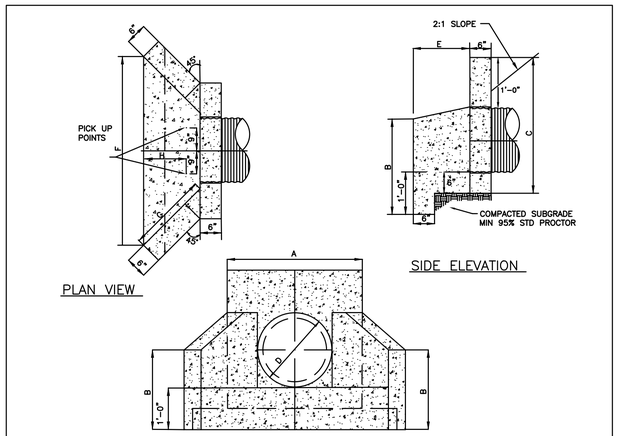
TYPICAL WATER LINE TRENCH EXCAVATION DETAIL
NO SCALE



NOTE:

1. ENTIRE DEPTH OF BACKFILL SHALL BE PLACED IN LAYERS NOT EXCEEDING 8" AND COMPACTED TO 95% DENSITY PER ASTM D-698
2. METAL TRENCH PLATES ARE REQUIRED WHERE OPEN CUTS SHALL UTILIZE CONCRETE.
3. AN 8" THICK, 19MM ASPHALT BINDER LIFT MAY BE USED IN LIEU OF THE CONCRETE WHERE THE ROADWAY SHALL BE COMPLETELY OVERLAYED WITHIN THE PROJECT. ASPHALT SHALL BE INSTALLED IN 2-4" THICK COMPACTED LIFTS.
4. ALL ROADWAYS AND DRIVEWAYS CUTS WILL BE COMPLETED, INCLUDING SURFACE MATERIALS, WITHIN TWO WEEKS.
5. BLACK DYED CONCRETE MAY BE USED IN PLACE OF ASPHALT.

PAVEMENT REPLACEMENT OVER TRENCH EXCAVATION DETAIL
N.T.S.



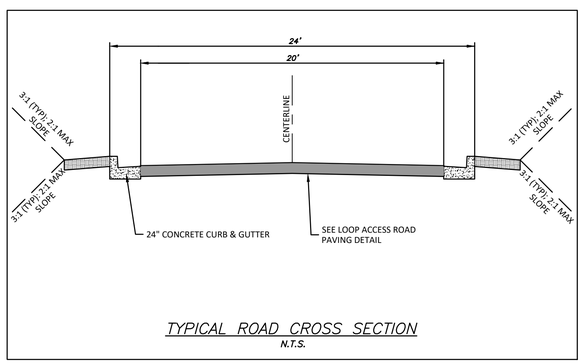
VARIABLE DIMENSIONS (CONCRETE PIPE)												
CU. YDS. CONC.	INSIDE DIA. PIPE	AREA PIPE OPENING	A	B	C	D	E	F	G	H	WT.	BASE AREA
.43	18"	1.76	3'-5"	2'-4"	3'-4.5"	2'-0"	1'-5"	4'-10"	2'-0"	1'-.25"	1753	8.3
.50	21"	2.40	3'-8.5"	2'-6"	3'-8"	2'-3.5"	1'-6"	5'-3.5"	2'-1.5"	1'-.88"	2020	9.4
.51	24"	3.14	4'-0"	2'-9"	3'-11"	2'-7"	1'-8"	5'-11"	2'-4.5"	1'-1.75"	2083	11.8
.79	30"	4.91	4'-6.5"	3'-1"	4'-5.5"	3'-1.5"	2'-0"	7'-1.5"	2'-10"	1'-3.875"	3182	15.1
1.0	36"	7.07	5'-1"	3'-5"	5'-0"	3'-8"	2'-4"	8'-0"	3'-3.5"	1'-6"	4089	19.6

VARIABLE DIMENSIONS (METAL PIPE)												
CU. YDS. CONC.	INSIDE DIA. PIPE	AREA PIPE OPENING	A	B	C	D	E	F	G	H	WT.	BASE AREA
.38	18"	1.76	3'-2"	2'-3"	3'-2"	1'-9"	1'-5"	1'-4"	4'-5"	1'-10.5"	1549	7.34
.44	21"	2.40	3'-5"	2'-5"	3'-5"	2'-0"	1'-5"	4'-10"	2'-0"	1'-.25"	1778	8.32
.52	24"	3.14	3'-8"	2'-7"	3'-8"	2'-3"	1'-7"	5'-5"	2'-3"	1'-1.25"	2108	9.90
.70	30"	4.91	4'-2"	2'-11"	4'-2"	2'-9"	1'-11"	6'-7"	2'-8.5"	1'-3.25"	2834	13.5
.91	36"	7.07	4'-8"	3'-3"	4'-8"	3'-3"	2'-3"	7'-9"	3'-2.25"	1'-5.375"	3678	17.65

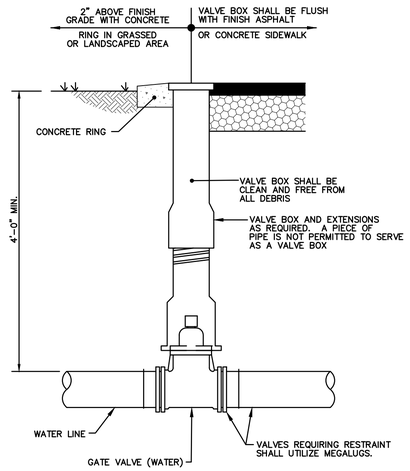
PRECAST CONCRETE HEADWALL

NOT TO SCALE — HW det

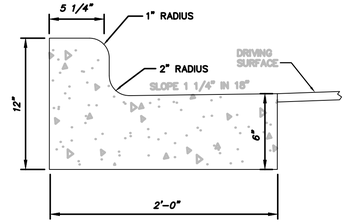
* HEADWALLS REQUIRED SHALL NOT HAVE APRON



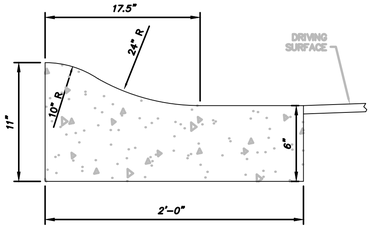
TYPICAL ROAD CROSS SECTION
N.T.S.



VALVE < 24" AND VALVE BOX DETAIL-1
NO SCALE

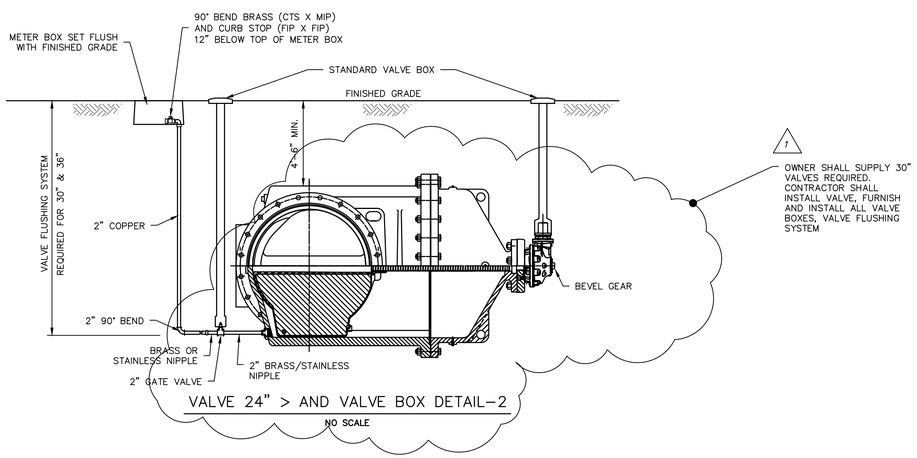


24" STANDARD CURB



24" ROLLED CURB

TYPICAL CURB AND GUTTER DETAIL
NO SCALE



VALVE 24" > AND VALVE BOX DETAIL-2
NO SCALE



ISM
Infrastructure Systems Management, LLC
SPECIALIZED CONSULTING SERVICES
1557 Broad Street, Augusta GA 30904
(706) 250-3228 www.ismllc-engr.com

COLUMBIA COUNTY GEORGIA
COLUMBIA COUNTY WATER UTILITY
2140 WILLIAM FEW PARKWAY
GROVETOWN, GEORGIA 30813
(706) 863-6928

NO.	DATE	REVISION	BY
1	12-4-25	OWNER SUPPLIED LARGE VALVES. REVISE LOOP ACCESS RD PAVING DETAIL (C1.04) REVISE NOTE METER PIT DTL. (C1.06) STORM PIPE BEDDING DETAIL NOTE (C1.04).	

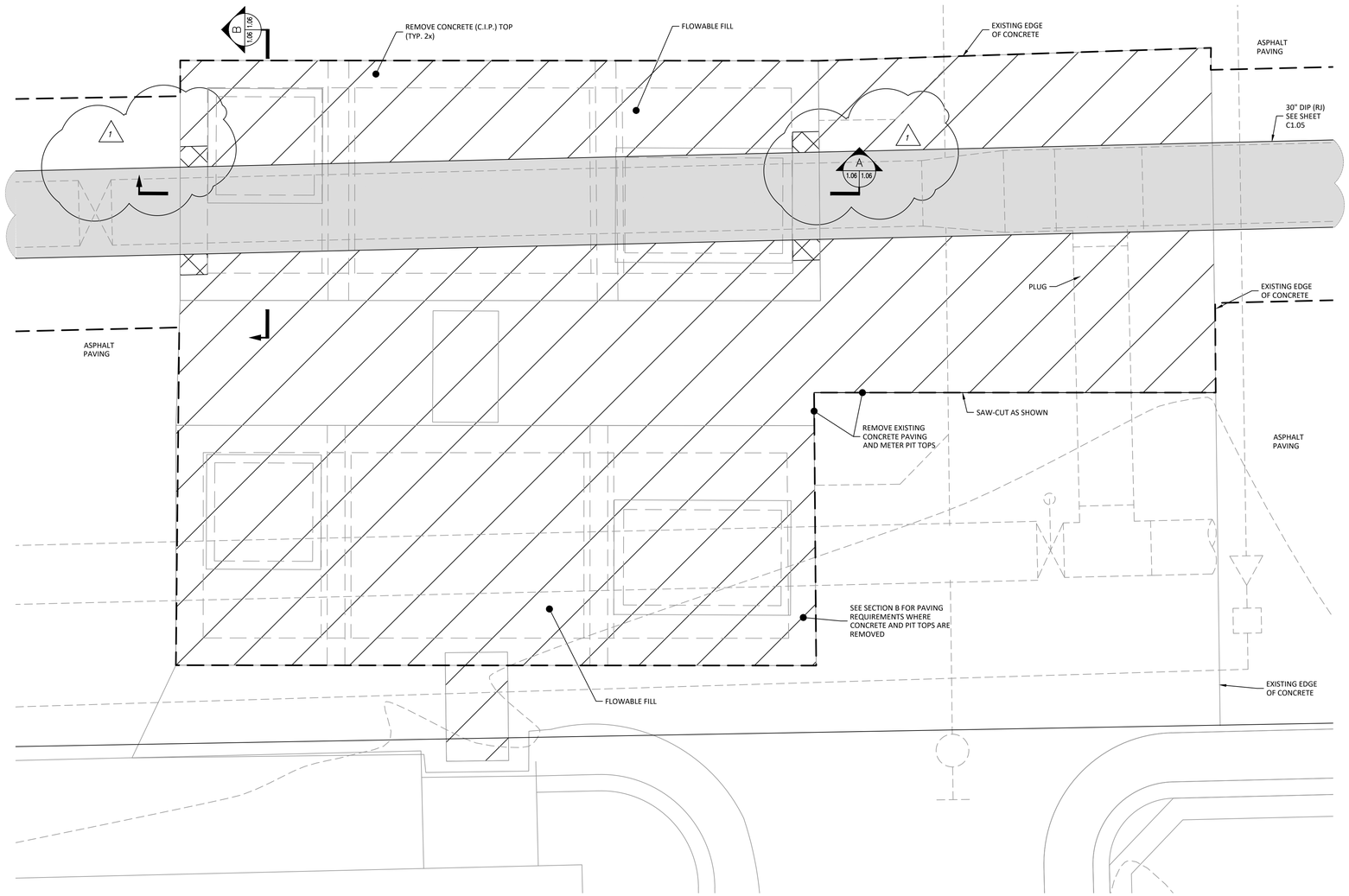
JIM BLANCHARD WATER TREATMENT PLANT
LOOP ACCESS ROAD IMPROVEMENTS
COLUMBIA COUNTY, GEORGIA

MISCELLANEOUS DETAILS

GEORGIA REGISTERED No. PE33285 PROFESSIONAL ENGINEER JUDETH K. POST

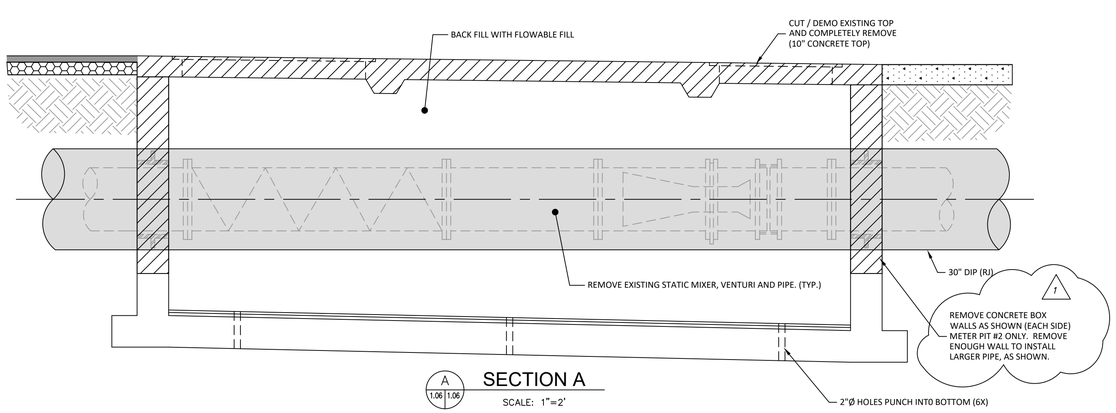
JOB NO:	23CCWU01
DATE:	AUGUST 20, 2025
SHEET:	6 OF 18

C1.04



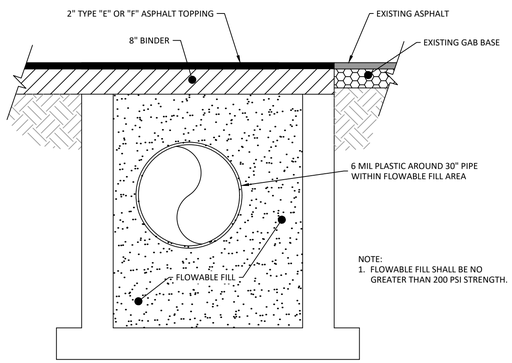
STATIC MIXER PITS DEMO PLAN

SCALE: 1" = 2'



SECTION A

SCALE: 1"=2'



NOTE:
1. FLOWABLE FILL SHALL BE NO GREATER THAN 200 PSI STRENGTH.

SECTION B

SCALE: 1"=2'

0 2 4
SCALE: FEET

ISM
Infrastructure Systems Management, LLC
SPECIALIZED CONSULTING SERVICES
1557 Broad Street, Augusta GA 30904
(706) 250-3228 www.ismllc-engr.com

COLUMBIA COUNTY GEORGIA
COLUMBIA COUNTY WATER UTILITY
2140 WILLIAM FEW PARKWAY
GROVETOWN, GEORGIA 30813
(706) 863-6928

NO.	DATE	REVISION	BY
1	12-4-25	OWNER SUPPLIED LARGE VALVES. REVISE LOOP ACCESS RD PAVING DETAIL. (C1.04) REVISE NOTE METER PIT DTL. (C1.06) STORM PIPE BEDDING DETAIL NOTE (C1.04).	

JIM BLANCHARD WATER TREATMENT PLANT
LOOP ACCESS ROAD IMPROVEMENTS
COLUMBIA COUNTY, GEORGIA

STATIC MIXER AND METER PIT DETAILS

GEORGIA REGISTERED No. PE33285 PROFESSIONAL ENGINEER BRIDETH K. POOL

JOB NO:	23CCWU01
DATE:	AUGUST 20, 2025
SHEET:	8 OF 18

C1.06

December 4, 2025 I:\ISM_Projects\Columbia County Water Utilities (CCWU)\23CCWU01 Point Comfort Access Road\Plans\DWG\LANDSCAPE PLAN.dwg

Columbia County Board of Commissioners
2025037-BID5100
Jim Blanchard WTP Loop Access Road Improvements

December 5, 2025

Addendum #2

This addendum forms a part of the Contract Documents and modifies the original drawings and specifications. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

Clarifications

What is the time allowed to complete the project?

a. 240 calendar days

END OF ADDENDUM #2

Columbia County Board of Commissioners
2025037-BID5100
Jim Blanchard WTP Loop Access Road Improvements

December 8, 2025

Addendum #3

This addendum forms a part of the Contract Documents and modifies the original drawings and specifications. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

Clarifications

1. Signify Stonco Area Light Type A SF100-SCT-S-G2-10-BZ and Type B LPA-A08-730-T2-HHS-UNV-BZ" (specs attached) are acceptable substitutions to lumens.

2. Light poles can be square, black or bronze in color and made of steel or aluminum.

END OF ADDENDUM #3

COLUMBIA COUNTY
GEORGIA

A Community of Pride • A County of Vision • Endless Opportunities

PROFESSIONALISM • RESPECT • INTEGRITY • DEDICATION • EXCELLENCE

Columbia County Board of Commissioners
Procurement Department

Bid# 2025037-BID5100

Jim Blanchard WTP Loop Access Road Improvements

Electronic bids are due **Thursday, December 11, 2025**
Via https://columbiacountyga.bonfirehub.com
by **12:00:00 PM E.T.**

The public opening will be VIRTUAL on the same day, via WebEx
at https://ccgagov.webex.com/meet/gosteen
and submissions will be read at **2:00 PM E.T.**

Questions **must** be submitted *in writing*
on Bonfire or by email to cgoff@columbiacountyga.gov
by **December 3, 2025,** by **5 PM E.T.**

INVITATION TO BID

BID#: 2025037-BID5100

BID ITEM: Jim Blanchard WTP Loop Access Road Improvements

Electronic bids will be **received by the BOARD OF COMMISSIONERS OF COLUMBIA COUNTY, PROCUREMENT DEPARTMENT, 500 FAIRCLOTH DRIVE, EVANS, GEORGIA 30809,** until **12:00 PM E.T on Thursday, DECEMBER 11, 2025.** The public opening will be **VIRTUAL** via **WebEx** @ https://ccgagov.webex.com/meet/gosteen and submissions will be read at **2:00 PM E.T.** No submitted bid may be withdrawn after the scheduled closing time for receipt of bids for a period of sixty (60) days.

Bids are to be submitted electronically via columbiacountyga.bonfirehub.com
(Sealed written bids WILL NOT be accepted)

Bids for the **complete work in one general contract** shall be made on the electronic forms provided for all materials, equipment and labor for the construction of: Installation of loop access road and associated fences, lighting, signage and storm water improvements. This project includes piping changes at the Water Treatment Plant.

All Bidders must have a State of Georgia Contractors License, a Utility Contractor's license, and adhere to any other project specific licensing requirements outlined in the bid documents.

All proposals shall be accompanied by a Bid Bond drawn in favor of Columbia County, Georgia, in the amount of at least ten percent (10%) of the lump sum bid for the complete work; such Bid Bond representing that the Bidder, if awarded the contract, will promptly enter into a contract and furnish Performance Bond and Payment Bond as provided by law and approved by the Attorney for Columbia County, Georgia.

Each bond shall be equal to one hundred percent (100%) of the contract amount. The Bid Bond shall be forfeited to Columbia County, Georgia as liquidated damages if the Bidder fails to execute the contract and provide Performance and Payment Bonds within ten (10) days after being notified that he has been awarded the contract. **Letters of credit will not be accepted.**

Bid bonds for electronic bids should be uploaded as directed via columbiacountyga.bonfirehub.com. Questions regarding Bonfire Interactive may be directed to Bonfire Customer Care at 800-354-8010 Ext. 2.

Drawings and Specifications may be downloaded free of charge at columbiacountyga.bonfirehub.com. All questions should be submitted online via Bonfire Interactive before **5:00 PM E.T.** on **Wednesday, December 3, 2025**, and receipt of any/all addenda must be acknowledged prior to contract award.

Engineer:
Infrastructure Systems Management LLC. 1557 Broad Street Augusta, GA 30904

The Owner reserves the right to reject any or all bids and to waive informalities. Any objections to the specifications/contract documents as set forth should be submitted online five days prior to bid openings. *Any addenda must be acknowledged prior to award.*

COLUMBIA COUNTY BOARD OF COMMISSIONERS
GLENN O'STEEN
PROCUREMENT MANAGER
NO FAXED BIDS WILL BE ACCEPTED

Advertising: 11/12, 11/19, 11/26, 12/03/2025

COLUMBIA COUNTY
GEORGIA

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JIM BLANCHARD WATER TREATMENT PLANT LOOP ACCESS ROAD IMPROVEMENTS

Columbia County, Georgia

CCWU Project No.691

CONTRACT DOCUMENTS
August 2025

Infrastructure Systems Management, LLC
SPECIALIZED CONSULTING SERVICES

1557 Broad Street
Augusta, Georgia 30904
706.312.3228 www.ismllc-engr.com

ISM Project No. 23CCWU01

Jim Blanchard Water Treatment Plant
Loop Access Road Improvements
COLUMBIA COUNTY, GEORGIA

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Advertising: 11/12, 11/19, 11/26, 12/03/2025

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INSTRUCTIONS TO BIDDERS

1. Intent: It is intended that the Instructions to Bidders, Proposal form, Standard Provisions, Special Provisions, General Conditions, Articles of Agreement and Contract Drawings shall provide for the complete work to which they relate. These documents shall hereinafter collectively be referenced as the "Specifications," or "Contract."

2. Definitions: Where the following words, or pronouns in their stead, occur herein, they shall have the following meanings:

   a. "Owner" or "County" shall mean Columbia County, Georgia or its authorized and legal representatives.

   b. "Engineer" shall mean the County Engineer of Columbia County or his duly designated representative.

   c. "Department" shall mean the Columbia County Water Utility Department.

   d. "Contractor" shall mean the party of the second part of the Articles of Agreement, or the legal authorized representative of such party.

3. Location of Work: The location of the work is in Columbia County, Georgia, as further depicted and described in the Specifications.

4. Work to be Done: The work to be done under this Contract consists of furnishing all materials, furnishing all construction equipment, and performing all labor necessary for the construction, including all work and appurtenances shown in the Specifications, or such other work as may be added to the Contract (hereinafter, the "Work").

5. Examination of Location, Conditions and Requirements: The bidder is required to make a field examination of the proposed construction site, and to inform himself fully as to the actual requirements of the Specifications, the conformation of the ground, the character of materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which may in any way affect the Work to be done under this Contract. This examination shall be made prior to submitting a bid; by submitting a bid, the bidder represents that it has complied with the provisions of this paragraph.

6. Additions to, or Eliminations from, Contract: The Owner reserves the right to add to, or eliminate from the Contract, components of Work, at the unit prices bid in the Contractor's Proposal.

7. Materials to be Furnished by the Contractor: The Contractor shall furnish all materials necessary for the completion of the Work.

8. Time Limit: The time allowed for completion of all work under this Contract, shall be ***AS SHOWN IN THE SPECIAL PROVISIONS OF THIS CONTRACT*** (the "Time Limit").

9. Commencing Work: Immediately upon completion of Contractual agreements, the Contractor shall submit to the Engineer for approval a construction schedule arranged to be within the Contract Time Limit. Actual construction operations shall commence within 10 days from date specified in the Work Order.

   a. Work Order: Notification by the Engineer and County to commence work will be issued to the Contractor; the Contract time will start at the date specified in this Order. The Contractor shall be prepared immediately upon such notification to commence work.

   b. Personnel and Equipment: The Contractor shall commence work with adequate personnel and equipment to complete the Work within the Time Limit.

   c. Order to Work: The Work shall begin at such points as the Engineer/or Department shall designate and shall be prosecuted in the order they shall direct. This applies to both location and items of construction. The Contractor shall have no claim for extra compensation because of restrictions and limitations of work prescribed by the Owner, the Engineer or the Department.

10. Interpretation of Drawings and Specifications: If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the Specifications, he may submit to the Engineer a written request for an interpretation not less than 3 days prior to the bid due date; the party submitting such request is responsible for its prompt delivery. Any interpretation will be made only by duly issued Addendum and a copy of such Addendum will be mailed or delivered to each person receiving a set of bid documents. No other explanations or interpretations will be deemed valid or binding.

11. Proposals: All proposals must be made on the Forms provided and shall include all materials and work shown in the Specifications. Proposals are to be submitted ELECTRONICALLY via https://columbiacountyga.bonfirehub.com.

12. Bid Bond: Each Proposal must be accompanied by a Bid Bond or a Certified Check, in an amount equal to ten (10%) percent of the amount bid, to guarantee that the successful bidder will, within ten (10) days after the date of notification of award of Contract, enter in a Contract with the Owner for performance of the Work and execute satisfactory bond. If for any reason whatsoever the bidder withdraws his bid after the opening of bids, or refuses to execute the required Contract and bond (if his bid is accepted) the Bid Bond or Certified Check accompanying his bid, and the monies payable thereon, shall be paid into the funds of the Owner as liquidated damages for such failure.

13. Bonds: The successful bidder will be required to execute a Performance Bond in favor of the Owner in an amount equal to one hundred (100%) percent of the Contract amount, and a Payment Bond in an amount to one hundred (100%) percent of the Contract amount, each to be in the form hereinafter set forth. The Surety on the Performance Bond and the Payment Bond shall be a Surety Company authorized to do business in Georgia, and shall be subject to approval by the Attorney for the Owner.

14. Return of Checks: The Owner will, within ten (10) days following the opening of bids, return any Certified Checks posted by bidders, except for Certified Checks which may have been posted by the three (3) lowest bidders, and upon the final award and execution of Contract the remaining checks will be promptly returned. Bid Bonds posted by Bidders will be returned upon request of the Bidder.

15. Bids Opened in Public: Bidders are requested to attend the opening of Proposals, which will be **VIRTUAL** via **WebEx** at https://ccgagov.webex.com/meet/gosteen.

16. Right to Reject Bids: The Owner reserves the right to reject any or all bids and to waive informalities. No bids will be received after the time set for opening Proposals. Any unauthorized conditions, limitations or provisions attached to the Proposal, will render it informal and may, at Owner's discretion, be cause for its rejection. Incomplete bids will be subject to rejection. Any bidder may withdraw their bid, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids.

17. Determination of Low Bid: The County has set out in the proposal form estimated quantities for each item. The Bidder is to insert the Unit Price that the Bidder proposes for each item. The Unit Price shall be inserted as a numerical dollar and cents amount for each item. The Unit Price shall then be multiplied by the estimated quantity resulting in the amount that is put in the Estimated Cost Column. The sum of the Estimated Costs is inserted in the Estimated Total Price box. The Estimated Total Price will be used to compare bids. If there is a mathematical error in the computation of the Estimated Cost for any item, the error will be corrected by the Owner and the amount set forth in the Estimated Total Price box will be adjusted accordingly. Upon opening of the bids, Unit Prices set out in the proposal cannot be changed. Bidders should further understand that the amount in the Estimated Total Price box is not likely to be the amount that the Bidder will be paid. During the course of the job, as the quantities are increased or decreased, the price of the work will be increased or decreased accordingly, using the set Unit Price to make such calculations. Bidder understands that payment will be made on only the basis of actual quantities utilized at the Unit Prices bid. The Contract will be awarded, if it is awarded, to the lowest responsible bidder. The Owner, in its sole discretion, will decide which is the lowest responsible bidder.

18. Construction Stakes: The Engineer will furnish and lay out upon the ground a sufficient number of controlling lines to enable the Contractor to lay out the necessary construction lines. All subsequent subsidiary lines shall be laid out by the Contractor from the controlling lines furnished by the Engineer or from measurements provided in the Specifications. The Contractor shall check and verify elevation of the forms prior to pouring any concrete. All lines shall be subject to checking by the Engineer, but this checking shall in no way relieve the Contractor from responsibility for their compliance with the Specifications. The Contractor shall provide such stakes, materials, and such labor and assistance as the Engineer may require in laying out control lines and checking and measuring the Work. Columbia County will provide the initial staking of the right of way at a frequency determined by the Engineer. The Contractor shall be responsible for maintaining the original staking at the discretion of the Engineer.

19. Right of Way: The necessary right of way for the construction of the Work will be furnished by the Owner. The Owner will provide no right of way over other property. The Contractor shall take every possible precaution not to inconvenience the owners or tenants of adjacent property. Railroad lines and public highways shall not be obstructed in such a way as to cut off traffic except as per agreement with the various owners. The Contractor shall, at his own expense, repair any damage or injury to either public or private property caused during the progress of the Work.

20. Weather: During unseasonable weather, all Work must stop when the Engineer so directs, and all Work must be suitably protected.

21. Protective Work: The Contractor shall furnish and install all necessary temporary measures for the protection of the Work.

22. Sanitary Regulations: Necessary sanitary facilities for the use of the workmen on the Work shall be erected and maintained by the Contractor, in such a manner and at such points as shall be approved by the Engineer. Their use shall be strictly enforced.

23. Shanties: With approval of the County the Contractor may build shanties or other structures for housing tools, machinery and supplies. Their surroundings shall be maintained at all times in a sanitary and satisfactory manner. On or before the completion of the Work, all such structures shall be removed, together with all rubbish and trash, at the expense of the Contractor.

24. Electric Light and Power: The Contractor shall provide temporary electric service and meter and also provide outlets at convenient point or points so that extension cords of not over 150'-0" will reach all areas of the Work requiring artificial light or power. The Contractor shall furnish extension cords, sockets, light bulbs, etc.

25. Water Supply: The Owner will furnish all water necessary for construction operations. The Contractor must provide all connections and other means of conducting water. The Contractor shall submit water usage monthly reports to the County at the Construction and Maintenance office.

26. Georgia State Sales Tax: Bidders shall include in amounts bid in the Proposal an allowance for payment of State Sales Tax on all taxable materials specified to be furnished by the Contractor and incorporated into the Work under this Contract.

27. Utilities: The attention of the bidders is called to the presence within the construction limits of the Work of overhead and underground utilities (consisting of water mains, gas mains, electrical power transmissions, communication cables, together with their service lines, and appurtenances incidental thereto). The Contractor shall be required to coordinate the General Construction procedure with the necessary removal and/or reconstruction, or relocation of utilities in a cooperative manner so as to spare the property of the utilities from damage and expedite the progress of the Work as a whole.

28. The Owner will arrange with the respective owners for any removal, relocation or reconstruction of their own utilities, other than those shown on the plans or included in the Specifications. The Contractor will not be paid directly for any delays or extra expense caused by the change in the various utilities, and should include the anticipated cost of any such expense in the bid price.

29. Reference Specifications: In order to reduce the bulk of the Specifications, any roads and storm sewers in this project will be constructed in accordance with the most recent edition of the Standard Specifications for Construction of Roads and Bridges of the Georgia Department of Transportation in addition to the Standard and Special Provisions included herewith. The water and sanitary sewer lines will be constructed in accordance with the most recent Columbia County specifications, in addition to the Standard and Special Provisions included herewith. All work within wetland areas shall conform to any permits issued for such work by the U.S. Army Corps of Engineers, U.S. Environmental Protection Agency and/or Georgia EPD, as applicable. Should there be any conflicts between the referenced Standard Specifications and the Specifications of this Contract, the latter prevails.

30. Signs: No signs or advertisement shall be displayed without approval of the Engineer. All warning signs, Construction signs, etc. will conform to the most recent edition of the "Manual on Uniform Traffic Control Devices" as revised.

31. Contractor must have proof of a level IA or greater, NPDES certification through the Georgia Soil and Water Conservation Commission (GSWCC) (O.C.G.A. 12-7-19) which must be furnished to Owner prior to execution of the Contract. If the Contractor is required to sign the Notice of Intent (NOI) as the “Operator”, the Contractor must retain level 1B GSWCC certified personnel. The Owner will file a Notice of Intent for the project with the Contractor as the Operator. A copy of the NOI will be provided to the Contractor. The Contractor is responsible for all monitoring, recording keeping, stormwater sampling & testing, agency correspondence, and all other requirements under NPDES to meet the Plan (by Architect) and NOI (by Owner). The Owner shall be hard copied on any and all correspondence to EPD. This work shall be included in Grading Complete. Upon acceptance of the Notice of Termination (NOT), the Contractor shall provide Columbia County a copy of any and all records pertaining to the NPDES permit.

32. The Contractor shall obtain a letter of permission from any property owner who allows equipment and/or materials to be placed on their property beyond the boundaries of acquired permanent or temporary construction easements. Columbia County shall be held harmless for any damages incurred or caused by Contractor. Contractor shall provide a copy of the letter signed by both the Contractor and property owner of record, to County before initiating use of property.

33. The General Contractor must provide Georgia Contracting License information for its company. Any contractor or subcontractor planning to perform work on water or sewer infrastructure shall provide Georgia Utility Contractor information as well as the dedicated Utility Manager’s Information. GA CODE 43-14-8.2 states that “no sole proprietorship, partnership, or corporation shall have the right to engage in the business of utility contracting unless such business holds a utility contractor license and there is regularly connected with such business a person or persons who holds a valid utility manager certificate issued under this chapter”. Bidder incapable of providing the required information can be disqualified.

34. A list of subcontractors indicating their proposed value of work shall be provided.

PROPOSAL

TO COLUMBIA COUNTY, GEORGIA

Submitted By: Reeves Construction Company Date: December 11, 2025

BID SCHEDULE FOR: Jim Blanchard WTP Loop Access Road Improvements, 2025037-BID5100

The undersigned, as Bidder, hereby declares that they are the only person or persons interested in the Proposal as principal and no other party than those herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the place where the Work is to be done; that he has examined the Specifications for the Work and all contractual documents relative thereto, and has read all Special Provisions and General Conditions furnished prior to the opening of bids; that Bidder is satisfied he has sufficient information regarding the Work to prepare this Proposal.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with Owner in the form of Contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the Work in complete accordance with the Specifications to the full and entire satisfaction of the Owner with a definite understanding that no money will be allowed for extra work except as set forth in the Specifications.

The Bidder understands that the quantities presented in the Proposal form on the following page, have been established by the Owner and are approximate only and are subject to either increase or decrease during the course of the job. The Bidder will be obligated to perform the work at any increased or decreased quantities at the Unit Price for the particular item set out in the Proposal. The Bidder acknowledges that this procedure will cause the total price to be paid to the Bidder to increase or decrease depending on whether there is an increase or decrease in the quantities multiplied by the Unit Price bid for each item. Once the bids are opened, the Unit Price cannot be changed.

Having carefully examined the specifications entitled, "Jim Blanchard WTP Loop Access Road Improvements, 2025037-BID5100 " and the drawings similarly entitled, numbered, as well as the premises and conditions affecting the work, the undersigned proposes to furnish all services, labor, materials, equipment, taxes, fees, etc., called for by them for the entire work, in accordance with said documents for the estimated total price of:

One Million, One Hundred Fifty Seven Thousand, One Hundred Forty Six Dollars Forty Five Cents
WRITTEN IN WORDS

Which amount is subject to increase or decrease based on the actual amount of quantities used multiplied by the Unit Price Bid for each item. The low bid will be determined based on the Estimated Total Price as determined after corrections are made to any mathematical errors made in multiplying the estimated quantity by the Unit Price Bid or in adding up each calculation to reach the Estimated Total Price.

This Contract is NOT a "lump sum bid." The Owner has provided estimated quantities which are included as to certain items in the Proposal. For purposes of comparing the bids, the estimated quantities will be multiplied by the Unit Prices bid for each particular item resulting in an Estimated Cost. The estimated quantities are approximations, and are not guaranteed. It is the responsibility of the Bidder to check all mathematical calculations that make up the Total Estimated Price, to be sure that no mathematical errors were made in multiplying the estimated quantity by the Unit Price that is bid and in adding up the Estimated Costs. After the opening of the bids, the Owner will check the mathematical calculations of each proposal and if there are any mistakes made in multiplying the estimated quantity by the Unit Price bid, the Owner will correct that

REEVES CONSTRUCTION BID RESPONSE

Responses

Success: All data is valid!

Base Bid - ALL ITEMS AS DIRECTED BY ENGINEER

Status	#	Item Description - As Directed by Engineer	Estimated Quantity	Unit of Measure	Unit Price (Numeric)	Total Cost
Success: All values provided	#1-1	SITE DEMOLITION (LOOP ACCESS ROAD AREA): ALL FENCING, STRUCTURES, CONCRETE COMPLETE.	1	LS	$ 61,500.00	$ 61,500.00
Success: All values provided	#1-2	MONUMENT SIGN AT ENTRANCE, COMPLETE, IN PLACE.	1	LS	$ 25,500.00	$ 25,500.00
Success: All values provided	#1-3	ROADWAY CONSTRUCTION: CLEARING AND GRUBBING, EXCAVATION CUT & FILL, ROADWAY GAB, STONE TURNOUT APRON, CONCRETE CURB AND GUTTER, ASPHALT PAVING, COMPLETE IN PLACE.	1	LS	$ 307,075.00	$ 307,075.00
Success: All values provided	#1-4	ROADWAY STORM SYSTEM: ALL PIPE AND STRUCTURE INSTALLATION, CONNECTION TO EXISTING STORM SYSTEM, PLUG EXISTING STORM PIPE, COMPLETE IN PLACE.	1	LS	$ 150,550.00	$ 150,550.00
Success: All values provided	#1-5	FENCING: NEW FENCE, GATE & OPERATORS, ELECTRICAL, CONTROL BOX WITH VOICE AND VIDEO AND REQUIRED FIBER, ALL CONNECTIONS, COMPLETE IN PLACE.	1	LS	$ 45,550.00	$ 45,550.00
Success: All values provided	#1-6	LANDSCAPING: ALL DIRT AND DIRTWORK, TREES, SHRUBS, REQUIRED IRRIGATION SYSTEMS ALONG WITH COUNTY REQUIRED DEVICES, RIVER ROCK, FABRIC, PINESTRAW, COMPLETE IN PLACE.	1	LS	$ 60,000.00	$ 60,000.00
Success: All values provided	#1-7	LANDSCAPING: SOD, COMPLETE IN PLACE.	17888	SF	$ 0.65	$ 11,627.20
Success: All values provided	#1-8	PERMANENT SEEDING COMPLETE, IN PLACE.	6410	SF	$ 0.60	$ 3,846.00
Success: All values provided	#1-9	EROSION AND SEDIMENT CONTROL: CONSTRUCTION ENTRANCE (Co), MAINTAINED, COMPLETE IN PLACE.	1	EACH	$ 3,000.00	$ 3,000.00
Success: All values provided	#1-10	EROSION AND SEDIMENT CONTROL FENCING (Sd1-S) INSTALLED AND MAINTAINED, COMPLETE IN PLACE.	1450	LF	$ 5.50	$ 7,975.00
Success: All values provided	#1-11	EROSION AND SEDIMENT CONTROL MATTING (Ss) INSTALLED AND MAINTAINED, COMPLETE IN PLACE.	100	SY	$ 3.20	$ 320.00
Success: All values provided	#1-12	EROSION AND SEDIMENT CONTROL INLET PROTECTION (Sd2-F) AND (Sd2-P) INSTALLED AND MAINTAINED, COMPLETE IN PLACE.	2	EACH	$ 850.00	$ 1,700.00
Success: All values provided	#1-13	EROSION AND SEDIMENT CONTROL: CONCRETE WASH DOWN STATION (Cw), MAINTAIN, COMPLETE IN PLACE.	2	EACH	$ 1,500.00	$ 3,000.00

C2 - COLAS GROUP INTERNAL: Employees and partners who need to know.

REEVES CONSTRUCTION BID RESPONSE

Responses

Success: All data is valid!

Status	#	Item Description - As Directed by Engineer	Estimated Quantity	Unit of Measure	Numeric Unit Price	Total Cost
Base Bid - ALL ITEMS AS DIRECTED BY ENGINEER						
Success: All values provided	#1-14	EROSION AND SEDIMENT CONTROL: MULCHING, TEMPORARY SEEDING (Ds1, Ds2) COMPELTE IN PLACE.	2000	SY	$ 3.00	$ 6,000.00
Success: All values provided	#1-15	EXTERIOR POWER & LIGHTING ALONG ROADWAY AMD AT SIGN: ALL WIRING AND APPURTENANCES, CONNECTIONS, POLES, COMPLETE IN PLACE.	1	LS	$ 90,000.00	$ 90,000.00
Success: All values provided	#1-16	CUT AND REMOVE EXISTING ASPHALT/CONCRETE PAVING, RAW WATER PIPING AND FITTINGS, FURNISH AND INSTALL 30" DIP, GATE VALVES (OWNER SUPPLIED VALVE ONLY) AND FITTINGS AS REQUIRED, COMPLETE, IN PLACE.	1	LS	$ 225,200.00	$ 225,200.00
Success: All values provided	#1-17	DEMOLITION OF EXISTING STATIC MIXER PITS, FILL WITH FLOWABLE FILL AS REQUIRED, COMPLETE.	1	LS	$ 60,500.00	$ 60,500.00
Success: All values provided	#1-18	ASPHALT/CONCRETE PATCH OVER TRENCH, COMPLETE, IN PLACE.	135	SY	$ 95.00	$ 12,825.00
Success: All values provided	#1-19	RESURFACE EXISTING PARKING AND ENTRANCE DRIVE 1 1/2" THICK AS REQUIRED, COMPLETE.	860	SY	$ 23.25	$ 19,995.00
Success: All values provided	#1-20	MILL PERIMETER OF RESURFACE AREA, COMPLETE.	380	SY	$ 15.40	$ 5,852.00
Success: All values provided	#1-21	FURNISH AND INSTALL SELECT REFILL MATERIAL AS REPLACEMENT FOR UNSUTIABLE SOIL OR ADDITIONAL BEDDING FOR PIPE INSTALLATIONS WHERE REQUIRED BY ENGINEER, COMPLETE, IN PLACE.	100	CY	$ 85.00	$ 8,500.00
Success: All values provided	#1-22	GEOFABRIC (MIN. 250 G/M²) FOR SUB-BASE STABILIZATION WHERE REQUIRED, FOR GDOT 810 CLASS III SOILS, HEAVY DUTY TRUCK TRAFFIC, COMPLETE IN PLACE.	1425	SY	$ 3.25	$ 4,631.25
Success: All values provided	#1-23	ROAD BASE MATERIAL TO REPLACE UNSUTIABLE SOILS TO INCLUDE UNDERCUT, REPLACEMENT AND COMPACTION, (SPOIL ON SITE), COMPLETE, IN PLACE.	400	CY	$ 105.00	$ 42,000.00
Basket Total						$ 1,157,146.45
Grand Total						$ 1,157,146.45

C2 - COLAS GROUP INTERNAL: Employees and partners who need to know.

error and make the corresponding adjustment to the Estimated Total Price. The Estimated Total Price so adjusted will be the amount used for comparison purposes in determining the low bid.

The Bidder declares that he understands that the quantities shown on the Proposal form are approximate only and are subject to either an increase or a decrease and should the quantities be increased or decreased, the Bidder also understands that the payment will be made on the basis of actual quantities utilized and paid for at the Unit Price bid. Bidder acknowledges that no certain amount of work is guaranteed and Owner may, at any time, determine the work is no longer desired and cancel the Contract. Bidder will make no claim for anticipated profits for any decrease in quantities or cancellation, and actual quantities will be determined upon completion of the work at which time the adjustments will be made to the Estimated Total Price by a direct increase or decrease made on the basis of the Unit Price bid. Once the bids are open, the Unit Prices listed cannot be changed.

The Bidder declares that he understands the quantities shown, for unit price items, are approximate only and are subject to either an increase or a decrease, and that should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities utilized at the unit price bid. Bidder acknowledges that no amount of Work is guaranteed and Owner may at any time determine the Work is no longer desired and cancel this Contract. Bidder will make no claim for anticipated profits for any decrease in quantities or cancellation, and actual quantities will be determined upon completion of the Work, at which time adjustment will be made to the Contract amount by direct increase or decrease.

The Bidder furthermore agrees that, in case of a failure on his part to execute Articles of Agreement and Bonds within ten (10) days after notification of award of Contract, the Bid Bond or certified check accompanying his bid and the monies payable thereon, shall be paid into the funds of the Owner as liquidated damages for such failure, otherwise the Certified Check or Bid Bond accompanying this Proposal shall be returned to the Bidder according to the provisions of "Instructions to Bidders". **

Address of Bidder: 1 APAC Industrial Way
Augusta GA 30907

(Bidder) Reeves Construction Company

By: [signature]

Title: Region Manager

Attached hereto is Bid Bond for the sum of:

Ten Percent of Bid Amount Dollars ($ 10%)

according to the conditions of "Instructions to Bidders", and Provisions thereof.

The full name and addresses of persons or parties interested in the foregoing bid, as principals are as follows: (Add lines or additional pages as needed.)

NAME	ADDRESSES
Zach Green	Duncan, SC
Rob Loar	Duncan, SC

** The bidder further declares that he understands that the owner reserves the right to add other Work (not shown in the Contract documents, but within the general scope of the work described) to the Contract at the unit prices shown in the bid.

Addendum 1 dated 12/5/2025 Acknowledged
Addendum 2 dated 12/5/2025 Acknowledged
Addendum 3 dated 12/8/2025 Acknowledged

COLUMBIA COUNTY
GEORGIA

NON-COLLUSION AFFIDAVIT OF BIDDER

State of Georgia

County of Columbia

I, Dallas Suggs (name of individual), being first duly sworn, deposes and says that:

(1) He is Officer (title) of Reeves Construction Company (Company) the Bidder that has submitted the Bid on the following;

Project Name: Jim Blanchard WTP Loop Access Road Improvements

Project Number: Bid #2025037-BID5100

(2) He makes an oath that O.C.G.A. 36-91-21 (e) has not directly or indirectly been violated;

(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 affiant, 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, or to fix any overhead, profit or cost element of the Bid price or the Bid of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Columbia County, Georgia or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and 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 affiant.

(Signed) Dallas D. Suggs

Title Region Manager

Subscribed and sworn to before me,

This 11th day of December, 2025

Notary Public:

(Notary Seal)

Gregory A. Hamilton Notary Public Columbia Co., GA

My commission expires: 11/20/2027

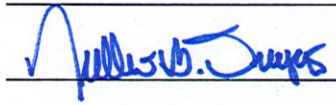
STATEMENT OF QUALIFICATIONS

ARTICLE 1—INSTRUCTIONS

1. The General Contractor shall complete and sign this form as a portion of the bid package
2. List at a minimum of three projects of similar scope, completed in the last 10 years. Attach a project description in the bid package for each project. Schedule A can be used and other formats are accepted assuming that project name, project manager, year completed, and reference are provided.
3. Include a resume and or biography for the proposed project manager and superintendent
4. Utilize Schedule B to List all subs, other formats are accepted assuming all information in Schedule B is provided. By signing the page below the Contract agrees to employ all listed subs unless explicitly authorized by the Owner.
5. All Bids without the information listed above are considered incomplete and the Bidder shall be disqualified.
6. Provide license information per the instruction to bidders

This Statement of Qualifications materials attached have been provided by and is deemed to be true to the knowledge of the Authorized Individual:

Business: Reeves Construction Company
(typed or printed name of organization)

By: 
(individual's signature)

Name: Dallas Suggs
(typed or printed)

Title: Region Manager
(typed or printed)

Date: 12/11/2025
(date signed)

Schedule A—Previous Experience with Similar Projects

Name of Organization	Reeves Construction Company	Utility Contractor License Number	UC300349
Utility Manger Name	Robin Smith	Utility Manager License Number	UM102302

Project Owner	Augusta/Richmond County	Project Name	Green St. Phase 1	
General Description of Project	Rehabilitation of Green St.			
Project Cost	$13MM	Date Project	Current	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Robin Smith	Hugh O'Brien	Wayne Chance	Tony Felix

Reference Contact Information (listing names indicates approval to contact the individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Yemy Adeleke	Project Engineer	AED		padelek@augustaga.gov
Designer					

Project Owner	Augusta/Richmond County	Project Name	Dennis Road	
General Description of Project	Improvements to Dennis Rd.			
Project Cost	$4.6MM	Date Project	Current	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Robin Smith	Hugh O'Brien	Wayne Chance	Tony Felix

Reference Contact Information (listing names indicates approval to contact the individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Yemy Adeleke	Project Engineer	AED		padelek@augustaga.gov
Designer					

Project Owner	Columbia County	Project Name	Hardy McManus Rd.	
General Description of Project	Widening of Hardy McManus Rd.			
Project Cost	$40MM	Date Project	Current	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Robin Smith	Hugh O'Brien	Wayne Chance	Tony Felix

Reference Contact Information (listing names indicates approval to contact the individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Brian Herrington	Project Engineer	Roads & Bridges		bherrington@columbiacountyga.gov . gov
Designer					

Schedule B—Subcontractor Listing

Subcontractor	Company Name	Responsibilities and	Value of Work to Perform	Representative Name	Email	Phone Number
1	Whitaker Electric	Electric	$86,000	Alan Hall	alan_hall@bellsouth.net	706-556-9692
2	Ridgeway Concrete	Concrete	$22,000	Dylan Ridgeway	ridgeway.concrete@gmail.com	706-941 1108
3	Boyd Fence	Fence	$36,000	Frank Boyd	frankboyd.fence@gmail.com	706-830-0331
4	Between the Edges	Landscaping	$55,000	Charles Norwood	charles@norwoodbidding.com	706-231-3475
5	Moses Grassing	Erosion Contronl	$22,000	Bill Lampp	info@mosesgrass.com	912-594-6690
6						
7						
8						
9						

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Reeves Construction Company
#1 APAC Industrial Way
Augusta, GA 30907

OWNER:
(Name, legal status and address)

Columbia County, Georgia
630 Ronald Reagan Dr
Evans, GA 30809

SURETY:
(Name, legal status and principal place of business)
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116
Mailing Address for Notices
8044 Montgomery Rd., Suite 150E
Cincinnati, OH 45236

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 10% Ten Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
Bid#2025037-BID5100 Jim Blanchard WTP Loop Access Road Improvements

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

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

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

Signed and sealed this 8th day of December, 2025.

(Witness)

Reeves Construction Company
(Principal) *(Seal)*

By: _____
(Title)

REEVES CONSTRUCTION CORPORATE SEAL 1955 GEORGIA

(Witness) Jason Martin

Liberty Mutual Insurance Company
(Surety) *(Seal)*

By: _____
(Title) Malerie Janet Williams, Attorney-in-Fact

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8214943 – 985949**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ashley Alexis; Danielle M. Bechard; Jonathan Gleason; Chad Warren Johnson; Michelle Anne McMahon; Doritza Mojica; Kyle Williams; Malerie Janet Williams; Connor Wolpert

all of the city of Hartford state of CT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of October, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 22nd day of October, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of December, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

Liberty Mutual SURETY

LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT – DECEMBER 31, 2024

Assets	
Cash and Bank Deposits	$4,608,826,756.00
*Bonds – U.S Government	$4,281,375,446.74
*Other Bonds	$21,566,489,527.26
*Stocks	$15,589,644,012.00
Real Estate	$86,497,925.00
Agents' Balances or Uncollected Premiums	$7,512,975,129.00
Accrued Interest and Rents	$225,249,712.00
Other Admitted Assets	$19,367,663,200.00
Total Admitted Assets	**$74,539,483,661.00**

Liabilities	
Unearned Premiums	$9,890,896,878.00
Reserve for Claims and Claims Expense	$29,467,071,865.00
Funds Held Under Reinsurance Treaties	$341,948,172.00
Reserve for Dividends to Policyholders	$954,025.00
Additional Statutory Reserve	$150,547,865.00
Reserve for Commissions, Taxes and Other Liabilities	$5,049,906,410.00
Total	**$47,104,416,171.00**
Special Surplus Funds	$174,153,086.00
Capital Stock	$10,000,075.00
Paid in Surplus	$13,209,595,772.00
Unassigned Surplus	$13,415,980,561.00
Surplus to Policyholders	$27,435,067,490.00
Total Liabilities and Surplus	**$74,539,483,661.00**

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2024, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2025.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

Timothy A. Mikolajewski

Timothy A. Mikolajewski, Assistant Secretary

LMS-1262/LMIC

COLUMBIA COUNTY, GA
BOARD OF COMMISSIONERS
VENDOR INFORMATION FORM

Reeves Construction Company — 1/11/2019

Business Name **EXACTLY** as registered with the Secretary of State (**LEGAL NAME**) — Today's Date

Sole Proprietorship ___	Partnership ___	Corporation X	Limited Liability ___	Other ___

State of Registration:	Georgia X	Name of State ___	Date of Registration 2/1/1955

Dallas B. Suggs, Region Manager
Authorized Registered Officer(s) with the Georgia Secretary of State and Title

Registered Agent and address if firm is NOT a Georgia company

J511965	1955	Sumter
Occupational/Business License #	Year Issued	Georgia County of Issuance
Brandon Cooper	(706)731-5243	bcooper@reevescc.com
Name of Primary Contact	Phone Number	Email Address
1 APAC Industrial Way		Richmond/Georgia/30907
Mailing Address		County/State/Zip
1 APAC Industrial Way		Richmond/Georgia/30907
Physical Address		County/State/Zip
(706)731-5230	(706) 731-8620	www.reevescc.com
Phone Number	Fax Number	Company Website
Construction	58-0641369	667047, 3/12/18
General Nature of Business	Federal Tax ID Number	E-Verify Number and Date of Issuance

COLUMBIA COUNTY BOARD OF COMMISSIONERS, GEORGIA
VENDOR/ CONTRACTOR (E-VERIFY) AFFIDAVIT AND AGREEMENT

Please initial the appropriate statement for your current and future business relations with Columbia County, GA, (one of items A thru E must be initialed) and sign and have notarized, if applicable:

A) ____ I and/or my organization provide(s) products only for the County (no physical labor or services).

B) ____ I and/or my organization have/has no employees, or plans to hire employees, and cannot apply for an E-verify number (attach a copy of a valid driver's license instead).

C) ____I am an individual exempt as a professional licensed under Title 26 ("Food, Drugs and Cosmetics") or Title 43 ("Professions and Businesses") or by the State Bar of Georgia. (attach copy of current professional license)

D) ____ I and/or my organization am/is providing labor or services that will not exceed $2,499.99.

E) DBS I and/or my organization provide(s) labor or services to the County and I have supplied the EV number below (notarization below is required).

F) ____ I and/or my organization is a foreign company with no employees working in the United States and therefore exempt from E-Verify requirements).

Signature of Authorized Officer or Agent	*Printed Name*	*Date*
[signature]	DALLAS B. SUBER	1/11/2019

Company / Contractor Name	*Title of Authorized Officer or Agent*
REEVES CONSTRUCTION COMPANY	REGION MANAGER

NOTARIZATION REQUIRED FOR E-VERIFY NUMBER SUBMISSIONS:

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is contracting with the County has registered with and is participating in a federal work authorization program in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period.

The undersigned contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with Columbia County, Georgia, of which this affidavit is a part, the undersigned contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 through the subcontractor's execution of the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08 or a substantially similar subcontractor affidavit. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the County at the time the subcontractor(s) is retained to perform such service.

EEV (E-Verify Number) Issued by DOHS

667047

Sworn to and subscribed before me

This 11th day of January, 2019

Notary Public [signature]

William Brandon Cooper
Notary Public, Columbia Co., GA
My Commission Expires
November 30, 2019

William Brandon Cooper Notary Public Columbia Co., GA

Visit www.e-verify.gov for more information or to obtain a number.

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
REEVES CONSTRUCTION COMPANY

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
101 SHERATON COURT

Requester's name and address (optional)

City, state, and ZIP code
MACON, GA 31210

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–				

Employer identification number
5	8	–	0	6	4	1	3	6	9

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

ARTICLES OF AGREEMENT

STATE OF GEORGIA)
COUNTY OF COLUMBIA)

This Agreement made and entered into on the **3rd** day of **February, 2026** by and between Columbia County, Georgia, party of the first part, (hereinafter known as the Owner) and **Reeves Construction Company** party of the second part (hereinafter known as the Contractor).

WITNESSETH:

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the Owner as follows:

1. The Contractor will furnish all equipment, tools, materials, skill and labor of every description (except that specified to be furnished by the Owner) necessary to carry out and to complete in good, firm, substantial and workmanlike manner, the Work specified, in strict conformity with the CONTRACT DOCUMENTS FOR THE **"Jim Blanchard WTP Loop Access Road Improvements, 2025037-BID5100 "** PROJECT FOR COLUMBIA COUNTY, GEORGIA and the Specifications therein. Together with the foregoing Proposal made by the Contractor, this Agreement and Bonds and Addenda attached thereto shall form essential parts of this Agreement, as is fully contained herein. The Work covered by this Agreement includes all requirements shown in the Specifications and listed in the Proposal under the following items, to-wit:

21 Items in bid schedule

2. That the Contractor shall commence the Work to be performed under this Agreement on a date to be specified in a written order of the Owner's Engineer and the County and shall fully complete the Work **WITHIN THE TIME LIMIT PROVIDED IN THE CONTRACT**, except as otherwise provided herein and in the Specifications for extension of the Time Limit.

3. Time is of the essence of this Contract, and the Contractor agrees to pay the Owner, not as a penalty, but as liquidated damages, the sum of $ 1,000 Dollars for each calendar day that he shall be in default of completing the Work within the Time Limit. Because of the difficulty of fixing damages suffered by the Owner due to Contractor's default, these damages are herein agreed upon as stated.

4. The Owner hereby agrees to pay to the Contractor for the faithful performance of the Agreement, and as full compensation for everything furnished and done by the Contractor under this Contract (subject to additions and deductions as provided in the Specifications or Proposal) in lawful money of the United States, the sum of **$1,157,146.45**, which sum shall also compensate for any and all loss or damages arising out of the nature of the Work, or from the action of nature or the elements, or from unforeseen obstructions or difficulties encountered in the prosecution of the Work, and for all expense incurred by, or in consequence of the Work, its suspension or discontinuance, and for well and faithfully completing the Work and the whole thereof, as herein provided, and for replacing defective work, material or equipment for a period of one year after completion.

5. Payments on Account: Not later than the 15th day after receipt of the Contractor's estimate, as the Work progresses, the Owner shall make partial payment to the Contractor, up to 95% of the value of labor and materials furnished by the Contractor and incorporated in the Work and of materials furnished by the Contractor on hand at the site of the Work for and including the last day of the preceding month, (**however no such payment on account shall exceed 33% of the Bid Amount)**, less payments already made and less deductions for any unaccepted or defective work. 5% retainage shall be held on the total value of the project prior to final pay application or upon approved special request. The Owner may also withhold from time to time payment to the Contractor in such an amount or amounts as may be necessary to pay and fully satisfy all claims and demands for labor and services rendered and materials furnished in and about the Work as elsewhere provided for in this Agreement or the Specifications.

6. Final Payment: Upon written notice given to the Owner by the Contractor of the final completion of the Work, the Engineer will make an inspection of the Work, and if acceptable under the Contract, shall issue a final certificate that the balance is due the Contractor. The Owner shall then make final payment to the Contractor of the balance due under the Contract, less such amounts as may have been withheld and employed by the Owner from time to time, as provided in the preceding paragraph, to pay all claims and demands for labor, service, and material furnished; provided that before the Contractor shall be entitled to final payment, the Contractor shall submit satisfactory evidence under oath that all payrolls and all amounts due for labor and materials and other indebtedness connected with the Work have been fully paid and satisfied and that there are no outstanding claims or demands against the Contractor connected with the Work.

7. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the bonds hereto attached, the owner shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the Work, the Contractor shall, at his expense, within five days after the receipt of notice from the Owner to do so, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the Owner. In such event, no further

payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the Owner.

8. "In satisfaction of the requirements of O.C.G.A. 13-10-91, and the Rules of the Georgia Department Labor relating to the Georgia Security and Immigration Compliance Act of 2006, it is agreed that compliance with the requirements of O.C.G.A. 13-10-91 and Rule 300-10-1-.02 are conditions of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written in five (5) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original Contract.

(As to Owner): **COLUMBIA COUNTY, GEORGIA**

ATTEST:

By:_____ By:_____

Patrice Crawley, County Clerk
Columbia County Board of Commissioners

Douglas R. Duncan, Jr., Chairman
Columbia County Board of Commissioners

(As to Contractor): **REEVES CONSTRUCTION COMPANY**

ATTEST:

As its:_____ By:_____

Greg Hamilton, Chief Estimator
Reeves Construction Company

Dallas B. Suggs, Region Manager
Reeves Construction Company

PERFORMANCE BOND

STATE OF GEORGIA)
) ss:
COUNTY OF COLUMBIA)

KNOW ALL MEN BY THESE PRESENTS, THAT: We **Reeves Construction Company** (hereinafter known as the "Contractor") as principal, and we _____ as Surety do hereby acknowledge ourselves indebted and firmly bound and held unto Columbia County, Georgia (herein called the "Owner"), in the sum of **$1,157,146.45** 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, jointly and severally, firmly by this bond.

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

$1,157,146.45 to construct **Jim Blanchard WTP Loop Access Road Improvements, Bid# 2025037-BID5100** as more fully appears in a written agreement or contract bearing date of **February 3, 2026,** a copy of which said agreement or Contract is by reference hereby made a part hereof, and it is the desire of the said Owner that the said Contractor shall assure all undertakings under said agreement or contract.

NOW THEREFORE, if the said Contractor shall fully and faithfully perform all the undertaking and obligations under the said agreement or contract referenced above and shall fully indemnify and save harmless the said Owner from all costs and damage whatsoever which Owner may suffer by reason of any failure on the part of the Contractor to perform said contract, and shall fully reimburse and repay the said Owner any and all outlay and expense which it may incur in making good any such default by Contractor, and shall guarantee all materials and workmanship against defects for a period of one year, then this obligation or bond shall be null and void, otherwise to remain in full force and effect. Should Contractor fail to fully and faithfully perform its obligations under the said agreement, Owner shall be entitled to call due to the above-referenced sum from Surety.

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 this bond, and notice is hereby waived of any such change, extension of time, alteration or addition to the terms of the agreement or contract or to the specifications.

This bond is given pursuant to the terms of Section 13-10-1 et seq. of the Official Code of Georgia Annotated, as now or hereafter amended, and all the provisions of law with reference to this character of bond as set forth in said section or as may be hereinafter enacted are hereby made a part hereof to the same extent as is set out herein in full.

IN WITNESS WHEREOF the said Contractor and said Surety have hereunto caused to be affixed their respective corporate signatures and seals, by duly authorized officers, on this **February 3, 2026.**

(As to Contractor)

Reeves Construction Company
(Contractor)

Attest: _____

By: _____

As: _____

Title: _____

(SEAL)

(As to Surety)

_____
(Surety)

Attest: _____

As: _____

By: _____

Title: _____

(SEAL)

PAYMENT BOND

STATE OF GEORGIA)
COUNTY OF COLUMBIA)

KNOW ALL MEN BY THESE PRESENTS, That we **Reeves Construction Company** As Principals (hereinafter known as the "Contractor") and we _____, as Surety, are held and firmly bound unto Columbia County, Georgia (hereinafter called the "Owner") in the sum of **$1,157,146.45** in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, or heirs, personal representatives, successors and assigns, jointly and severally, firmly by this bond.

WHEREAS, the Owner has engaged the said Contractor for the sum of **$1,157,146.45** to construct **Jim Blanchard WTP Loop Access Road Improvements, Bid# 2025037-BID5100** as more fully appears in a written agreement or Contract bearing date of **February 3, 2026**, a copy of which said agreement or Contract is by reference hereby made a part hereof, and it is the desire of the said Owner that the said Contractor shall assure all undertakings under said agreement or contract.

NOW, THEREFORE, if the said Contractor promptly makes payment to all persons having a direct relationship with the Contractor, or a subcontractor of the Contractor, for furnishing labor, material or both in the prosecution of the Work provided for in the Contract identified above, and any authorized modifications of the contract that subsequently are made, this obligation shall be void. Should Contractor, or a subcontractor of the Contractor, fail to promptly make such payments to any party, Owner shall be entitled to call due this bond from Surety. The Surety hereby waives notice of any modifications to the contract.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

A. Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action which 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 said Contractor or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the Claimant or Claimants for his or their use, and benefit against such Contractor and 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 Owner as the agent of each of them to receive and accept service of process of 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 that the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after final settlement of said contract.

D. This bond is given pursuant to the term of Section 13-10-1 et seq. of the Official Code of Georgia Annotated, as now or hereafter amended, and all the provisions of law with reference to this character of bond as set forth in said section or as may hereinafter be enacted are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF the said Contractor and said Surety have hereunto caused to be affixed their respective corporate signatures and seals, by duly authorized officers, on this **February 3, 2026.**

(As to Contractor)

Reeves Construction Company
(Contractor)

Attest: _____

By: _____

As: _____

Title: _____

(SEAL)

(As to Surety)

_____
(Surety)

Attest: _____

As: _____

By: _____

Title: _____

(SEAL)

NOTICE TO PROCEED

Owner:	_____	Owner's Project No.:	_____
Engineer:	_____	Engineer's Project No.:	_____
Contractor:	_____	Contractor's Project No.:	_____
Project:	_____		
Contract Name:	_____		
Effective Date of Contract:	_____		

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **[date Contract Times are to start]** pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement: **[Select one of the following two alternatives, insert dates or number of days, and delete the other alternative.]**

The date by which Substantial Completion must be achieved is **[date for Substantial Completion, from Agreement]**, and the date by which readiness for final payment must be achieved is **[date for readiness, from Agreement]**.

[or]

The number of days to achieve Substantial Completion is **[number of days, from Agreement]** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of **[date, calculated from commencement date above]**; and the number of days to achieve readiness for final payment is **[number of days, from Agreement]** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of **[date, calculated from commencement date above]**.

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

Owner:	**Columbia County**
By *(signature)*:	_____
Name *(printed)*:	_____
Title:	_____
Date Issued:	_____

Copy: Engineer

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Contractor's Application for Payment

Owner:		**Owner's Project No.:**	
Engineer:		**Engineer's Project No.:**	
Contractor:		**Contractor's Project No.:**	
Project:			
Contract:			
Application No.:		**Application Date:**	
Application Period:	**From**	**to**	

1. Original Contract Price				$ -
2. Net change by Change Orders				$ -
3. Current Contract Price (Line 1 + Line 2)				$ -
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)				$ -
5. Retainage				
a.	X	$ -	Work Completed	$ -
b.	X	$ -	Stored Materials	$ -
c. Total Retainage (Line 5.a + Line 5.b)				$ -
6. Amount eligible to date (Line 4 - Line 5.c)				$ -
7. Less previous payments (Line 6 from prior application)				
8. Amount due this application				$ -
9. Balance to finish, including retainage (Line 3 - Line 4)				$ -

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor:

Signature: **Date:**

Recommended by Engineer		**Approved by Owner**	
By:		**By:**	
Title:		**Title:**	
Date:		**Date:**	
Approved by Funding Agency			
By:		**By:**	
Title:		**Title:**	
Date:		**Date:**	

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Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: _____ **Owner's Project No.:** _____
Engineer: _____ **Engineer's Project No.:** _____
Contractor: _____ **Contractor's Project No.:** _____
Project: _____
Contract: _____

Application No.: _____ **Application Period:** From _____ to _____ **Application Date:** _____

A	B	C	D	E	F	G	H	I
			Work Completed					
Item No.	Description	Scheduled Value ($)	(D + E) From Previous Application ($)	This Period ($)	Materials Currently Stored (not in D or E) ($)	Work Completed and Materials Stored to Date (D + E + F) ($)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) ($)
	Original Contract							
			-			-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
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						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
	Original Contract Totals	$ -	$ -	$ -	$ -	$ -		$ -

EJCDC C-620 Contractor's Application for Payment
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Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:		**Owner's Project No.:**	
Engineer:		**Engineer's Project No.:**	
Contractor:		**Contractor's Project No.:**	
Project:			
Contract:			

Application No.: _____ **Application Period:** **From** _____ **to** _____ **Application Date:** _____

A	B	C	D	E	F	G	H	I
			Work Completed					
Item No.	Description	Scheduled Value ($)	(D + E) From Previous Application ($)	This Period ($)	Materials Currently Stored (not in D or E) ($)	Work Completed and Materials Stored to Date (D + E + F) ($)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) ($)
Change Orders								
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
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						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
	Change Order Totals	$ -	$ -	$ -	$ -	$ -		$ -
Original Contract and Change Orders								
	Project Totals	$ -	$ -	$ -	$ -	$ -		$ -

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Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: _____ **Owner's Project No.:** _____
Engineer: _____ **Engineer's Project No.:** _____
Contractor: _____ **Contractor's Project No.:** _____
Project: _____
Contract: _____

Application No.: _____ **Application Period:** **From** _____ **to** _____ **Application Date:** _____

A	B	C	D	E	F	G	H	I	J	K	L
		Contract Information				Work Completed					
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) ($)
Original Contract											
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
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					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
				Original Contract Totals	$ -		$ -	$ -	$ -		$ -

EJCDC C-620 Contractor's Application for Payment
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Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: _____ **Owner's Project No.:** _____
Engineer: _____ **Engineer's Project No.:** _____
Contractor: _____ **Contractor's Project No.:** _____
Project: _____
Contract: _____

Application No.: _____ **Application Period:** **From** _____ **to** _____ **Application Date:** _____

A	B	C	D	E	F	G	H	I	J	K	L
		Contract Information				Work Completed					
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) ($)
Change Orders											
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
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					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
				Change Order Totals	$ -		$ -	$ -	$ -		$ -
Original Contract and Change Orders											
				Project Totals	$ -		$ -	$ -	$ -		$ -

EJCDC C-620 Contractor's Application for Payment
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Stored Materials Summary

Contractor's Application for Payment

Owner:		**Owner's Project No.:**	
Engineer:		**Engineer's Project No.:**	
Contractor:		**Contractor's Project No.:**	
Project:			
Contract:			

Application No.: _____ **Application Period:** **From** _____ **to** _____ **Application Date:** _____

A	B	C	D	E	F	G	H	I	J	K	L	M
						Materials Stored			Incorporated in Work			
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Previous Amount Stored ($)	Amount Stored this Period ($)	Amount Stored to Date (G+H) ($)	Amount Previously Incorporated in the Work ($)	Amount Incorporated in the Work this Period ($)	Total Amount Incorporated in the Work (J+K) ($)	Materials Remaining in Storage (I-L) ($)
								-			-	-
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								-			-	-
					Totals	$ -	$ -	$ -	$ -	$ -	$ -	$ -

EJCDC C-620 Contractor's Application for Payment
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CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:
Engineer:
Contractor:
Project:
Contract Name:

Owner's Project No.:
Engineer's Project No.:
Contractor's Project No.:

This ☐ Preliminary ☐ Final Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

[Describe the portion of the work for which Certificate of Substantial Completion is issued]

Date of Substantial Completion: **[Enter date, as determined by Engineer]**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: ☐ None ☐ As follows:

[List amendments to Owner's Responsibilities]

Amendments to Contractor's Responsibilities: ☐ None ☐ As follows:

[List amendments to Contractor's Responsibilities]

The following documents are attached to and made a part of this Certificate:

[List attachments such as punch list; other documents]

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

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NOTICE OF ACCEPTABILITY OF WORK

Owner:	Owner's Project No.:
Engineer:	Engineer's Project No.:
Contractor:	Contractor's Project No.:
Project:	
Contract Name:	
Notice Date:	Effective Date of the Construction Contract:

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.
7. Final Payment does not wave rights of owner to claim contractor liability

Engineer

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

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STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT
Modified Version of EJCDC-C700

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STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT
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ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document 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 Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

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10. *Claim*

    a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

    b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

    c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

    d. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

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21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.

23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

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32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the

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Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

46. *Technical Data*

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

    c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

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50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. 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 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words

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"furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

C. ~~*Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.~~

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

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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.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

A. 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 the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

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

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 the component parts of the Work.

4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the

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recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. 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.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will 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.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective

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to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as

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possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. 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 or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract 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 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the ~~60th~~ **90th** day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

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4.03 *Reference Points*

A. 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, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument 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 or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times. **The delay shall be communicated to the on-site Resident Project Representative with the next pay application. Frivolous delays shall be denied.**

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;

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3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

4. Acts of war or terrorism.

5. **Rain outside of monthly averages as determined by NOAA**

6. **Site flooding or mud days to said rain may be approved by the Resident Project Representative when submitted with the monthly pay application.**

7. **Lead times on critical project materials.**

D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.

3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and

5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

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G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by,

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or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: 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 structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and

3. Technical Data contained in such reports and drawings.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

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3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;

2. is of such a nature as to require a change in the Drawings or Specifications;

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

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E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

    b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

    c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

    a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

    b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

    c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

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2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

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F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

    b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

    c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of

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their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a

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B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon

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request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

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Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

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K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

6. **Include Public Liability and Property Damage Liability Insurance: Contractor shall carry, with respect to the operations they perform, regular General Liability Insurance providing for a limit of not less than one million dollars ($1,000,000) for all damage arising out of bodily injuries to or death of one person, and subject to that limit for each person, a total of one million dollars ($1,000,000) for all damage arising out of bodily injuries to or death of two or more persons in any one accident, and regular Employer's**

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Property Damage Liability Insurance providing for a limit of not less than five hundred thousand dollars ($500,000) for all damages arising out of injury to or destruction of property in any one accident and subject to that limit per accident, a total (or aggregate) limit of two million dollars ($2,000,000) for all damages arising out of injury to or destruction of property during the Policy period. If any part of the work is sublet, similar insurance, in the same amounts as required of the Contractor shall be provided by or in behalf of the subcontractor to cover their operation.

7. **Include Automobile Liability Insurance: (a) Bodily injury in an amount not less than five hundred thousand dollars ($500,000) including accidental death to any one person, and, subject to the same limit for each person, in an amount not less than one million dollars ($1,000,000 on account of one accident, (b) Property damage in an amount not less than one hundred thousand dollars ($100,000) for any one damage claim, and in an aggregate amount up to two hundred fifty thousand dollars ($250,000) during the Policy Period.**

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

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C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will 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 insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to

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Paragraph 15.06, will 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 insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

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ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, 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.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

A. 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 maintain good discipline and order at the Site.

B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

D. At least 50% of the labor for each job shall be performed by the General Contractor. All bids without this intent shall be noted in the bidding package with a letter explaining why 50% General Contractor self-performance of work is unattainable.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water,

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sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

   a. in the exercise of reasonable judgment Engineer determines that the proposed item:

      1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

      2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

      3) has a proven record of performance and availability of responsive service; and

      4) is not objectionable to Owner.

   b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

      1) there will be no increase in cost to the Owner or increase in Contract Times; and

      2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

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C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:

   a. will certify that the proposed substitute item will:

      1) perform adequately the functions and achieve the results called for by the general design;

      2) be similar in substance to the item specified; and

      3) be suited to the same use as the item specified.

   b. will state:

      1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;

      2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract

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with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute item from the item specified; and

2) available engineering, sales, maintenance, repair, and replacement services.

d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve

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Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

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M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

A. 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 an 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 will be disclosed in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to 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 specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to 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.

7.09 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. 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 the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

A. 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.

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7.11 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

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2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (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 any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

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7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent 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 by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Contractor shall submit the number of copies required in the Specifications.

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b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

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8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. 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.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

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B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal;

6. The issuance of a notice of acceptability by Engineer;

7. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers,

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architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will 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, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

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3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

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8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's

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other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

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9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. 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.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site 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 generally to the Contract Documents. On

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the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer ~~will~~ **shall** render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise

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or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

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2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

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11.05 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:

1. A mutually acceptable fixed fee; or

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2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

    a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;

    b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;

    c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

    d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

    e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and

    f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the

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proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

    a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

    b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

    The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

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11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety 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 Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and

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decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price. **Final payment does not waive the Owner's right to Claims or litigation.**

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

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 in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs

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include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

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 accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any 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 and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

        1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

    c. *Construction Equipment Rental*

        1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment,

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machinery, or parts must cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. 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.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages 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 include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

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2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

5. Costs 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.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:

a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:

1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.

2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 *Allowances*

A. 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 performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

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B. *Cash Allowances*: Contractor agrees that:

1. the cash 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

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

A. 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 unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. 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. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. 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.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the 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 decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other

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Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

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E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against

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payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then 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, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then 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 will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or 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, 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,

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Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (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.

2. 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 must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

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C. *Review of Applications*

1. Engineer will, within ~~10~~ **15** days after receipt of each Application for Payment, including each resubmittal, 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.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work;

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

   c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

   d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

   e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

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5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

    a. the Work is defective, requiring correction or replacement;

    b. the Contract Price has been reduced by Change Orders;

    c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

    d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

    e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. ~~Ten~~ **Fifteen (15)** days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

    a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

    b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

    c. Contractor has failed to provide and maintain required bonds or insurance;

    d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

    e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

    f. The Work is defective, requiring correction or replacement;

    g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

    h. The Contract Price has been reduced by Change Orders;

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i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

A. 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 and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, 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 therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor.

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If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed 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 usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. 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 therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

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4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly 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, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents;

b. consent of the surety, if any, to final payment;

c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

d. a list of all duly pending Change Proposals and Claims; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: 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 as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10

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days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment 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 for Payment.

C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;

2. correct such defective Work;

3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and

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4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. 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.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

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16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure 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);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, 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 complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

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G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and

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2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract 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.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto 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. 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.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

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18.05 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is 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.

18.09 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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WORK CHANGE DIRECTIVE NO.:

Owner:	Owner's Project No.:
Engineer:	Engineer's Project No.:
Contractor:	Contractor's Project No.:
Project:	
Contract Name:	
Date Issued:	Effective Date of Work Change Directive:

Contractor is directed to proceed promptly with the following change(s):

Description:

[Description of the change to the Work]

Attachments:

[List documents related to the change to the Work]

Purpose for the Work Change Directive:

[Describe the purpose for the change to the Work]

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Notes to User—Check one or both of the following

☐ Non-agreement on pricing of proposed change. ☐ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: $ _____ **[increase] [decrease] [not yet estimated]**.

Contract Time: _____ days **[increase] [decrease] [not yet estimated]**.

Basis of estimated change in Contract Price:

☐ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

	Recommended by Engineer	Authorized by Owner
By:		
Title:		
Date:		

EJCDC® C-940, Work Change Directive.
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CHANGE ORDER NO.:

Owner: Owner's Project No.:
Engineer: Engineer's Project No.:
Contractor: Contractor's Project No.:
Project:
Contract Name:
Date Issued: Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description:

[Description of the change]

Attachments:

[List documents related to the change]

Change in Contract Price	**Change in Contract Times [State Contract Times as either a specific date or a number of days]**
Original Contract Price: $ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. **[Number of previous Change Order]**: $ _____	**[Increase] [Decrease]** from previously approved Change Orders No.1 to No. **[Number of previous Change Order]**: Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: $ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: $ _____	**[Increase] [Decrease]** this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: $ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

	Recommended by Engineer (if required)	Accepted by Contractor
By:	_____	_____
Title:	_____	_____
Date:	_____	_____
	Authorized by Owner	Approved by Funding Agency (if applicable)
By:	_____	_____
Title:	_____	_____
Date:	_____	_____

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FIELD ORDER NO.:

Owner:	Owner's Project No.:
Engineer:	Engineer's Project No.:
Contractor:	Contractor's Project No.:
Project:	
Contract Name:	
Date Issued:	Effective Date of Field Order:

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification Section(s):

Drawing(s) / Details (s):

Description:

[Description of the change to the Work]

Attachments:

[List documents supporting change]

Issued by Engineer

By: _____

Title: _____

Date: _____

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PART 1 - GENERAL

1.1 SUMMARY

A. Project Identification: Project consists of the following:

1. Includes: clearing and grubbing, excavation, backfilling and compaction, GAB base and paving to construct a new roadway and pavement overlay.

2. Includes: storm water piping and catch basins, culvert crossing over creek for roadway.

3. Includes: erosion control BMP installations, landscaping, fencing and gate controls.

4. Includes: abandonment and re-piping of raw water lines and the necessary reconnections necessary.

B. Project Location:

C. Owner:

Columbia County Water Utility
2140 William Few Parkway
Grovetown, Georgia 30813

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. The Project consists of furnishing all labor, materials, equipment, and incidentals required to complete work in its entirety as shown on the Drawings and specified herein.

B. Perform work complete, in place, and ready for continuous service. Work includes coordination, permits, testing, cleanup, repairs, replacements, and restoration required as a result of damages caused during construction.

C. Comply with all applicable municipal, county, state, federal, and other codes.

1.3 WORK RESTRICTIONS

1. All work related to the abandonment of the pre-static mixer pits and associated piping shall be strictly coordinated with WTP Manager. The WTP shall always remain operational. The Contractor must supply properly sized steel plates to cover open work to permit the travel and parking of Chemical Tanker Trucks (tractor trailer) to maintain daily operations of the WTP.

2. Contractor must coordinate the termination and re-piping of raw water lines as shown on the drawings with the WTP manager in advance. Shut-downs shall minimize down times as much as possible.

1.4 CONTRACT

A. Project will be constructed under a general construction contract.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

A. Perform work in an orderly manner to cause the least disruption to Owner's activities and the operation of the existing Water Treatment Plant (WTP) facilities, and water system. The WTP normally operates 24 hours per day, 7 days per week. Proper planning is critical for successful contract completion.

B. Where necessary to prevent or minimize interruptions of existing treatment facility operations, schedule work for system tie-ins or service transfers during low demand periods.

C. No time extension or increased cost claims will be considered for overtime work as a result of completing work in accordance with the requirements established herein.

D. Work may require after hours work times to minimize water system interruptions.

1.2 SUBMITTALS

A. Submit to Engineer overall plan of construction.

1.3 PROJECT SITE CONDITIONS

A. All access onto the existing WTP site must be coordinated with Engineer and Owner prior to access.

1.4 SEQUENCING AND SCHEDULING

A. The existing facilities comprise a fully functioning water treatment plant and water system. Conduct all work in a manner which will not interrupt or jeopardize normal operations.

B. Coordinate all required shutdowns, and tie-ins with Owner and provide a minimum of 72 hours' notice.

C. Sequencing:

1. Raw water piping cannot be done until after November 1st. This is a lower demand timeframe.

2. Raw water piping work requires new valves to be installed first in order to maintain normal operation while remaining piping and demo can be done.
3. The demo of pits and piping requires the contractor to furnish and have on-hand steel plates to cover work area when chemical tanker trucks supply the W.T.P.

D. Construction Constraints:

Not Used.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

PART 1 - GENERAL

1.1 GENERAL

A. This section is the basis for payment for work to be completed under the contract as listed in the bid. The price for each item listed in the bid will be either a unit price or lump sum amount.

B. The Bid Proposal for this Contract covers all Work shown on the Drawings and specified herein.

C. All costs for providing labor, materials, equipment, tools, machinery, supplies, supervision, management, coordination, and other services to fully complete the Work as shown on the Drawings and specified herein shall be included in the unit price or lump sum amount for each item listed in the Bid Form.

D. Measurement and Payment will be made only for specific items listed on the Bid Form. Other work for which there is no specific pay item will be considered incidental and part of the project.

E. All work not specifically listed as a pay item in the Bid Form shall be considered to be included in the unit price or lump sum bid amount for each bid item.

F. The contractor's overhead and profit shall be included in the unit price or lump sum amount for each bid item.

G. No additional compensation will be considered, except for an extension of the unit price quantities, beyond those shown on the bid, and eligible for "Extra Cost" as specified in the General Conditions.

H. The Owner or his duly authorized representative will verify measurement for payment. Payment will not be made for work considered by the Owner to be incomplete or otherwise not installed in accordance with the contract documents.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for unit prices.

B. Related Requirements:

1. Section 01 20 00 – Measurement and Payment
2. Section 01 29 00 – Payment Procedures

1.2 DEFINITIONS

A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of the Work or estimated quantities of Work required by the Contract Documents are increased ordecreased.

1.3 PROCEDURES

A. Unit prices include all necessary material, plus cost of delivery, installation, insurance, applicable taxes, overhead, and profit.

B. Measurement and Payment: See Section 01 20 00 – Measurement and Payment.

C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to the Contractor.

D. List of Unit Prices: See the Bid Form.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

A. This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.

1.2 SCHEDULE OF VALUES

A. Utilize Section Bid Form for preparation of the Contractor’s Construction Schedule of Values.

B. Format and Content:

1. Identification: Include the following Project identification on the Schedule of Values:

    a. Project name and location.
    b. Name of the Engineer.
    c. Project number.
    d. Contractor's name and address.
    e. Date of submittal.

2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:

    a. Related Specification Section or Division.
    b. Description of Work.
    c. Name of subcontractor.
    d. Name of manufacturer or fabricator.
    e. Name of supplier.
    f. Change Orders (numbers) that affect value.
    g. Dollar value.

        1) Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

3. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual Table of Contents. Break principal subcontract amounts down into several line items.
4. Round amounts to nearest whole dollar. The total shall equal the Contract Sum.
5. Schedule Updating: Update and resubmit the Schedule of Values prior to the next Application for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.3 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Engineer and paid by the Owner. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.

B. Payment-Application Times: Progress payments will be made once a month. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends on the 25th of each month. All applications for payment are due by the 25th of each month.

C. Payment-Application Forms: Use Application for Payment form found in the Contract Documents, EJCDC No. C-620 (2018).

D. Application Preparation: Complete every entry on the form. Include notarization and execution by a person authorized to sign legal documents on behalf of the Contractor. The Engineer will return incomplete applications without action.

1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions are made.

2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.

a. Indicate value of materials purchased but not installed.

3. Include amounts of Change Prders and Construction Change Directives issued prior to the last day of the construction period covered by the application.

E. Transmittal: Submit four (4) signed and notarized original copies of each Application for Payment to the Engineer by a method ensuring receipt within 24 hours. One copy shall be complete, including waivers of lien and similar attachments, when required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to the Engineer.

F. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics liens from subcontractors, sub-subcontractors and suppliers for the construction period covered by the previous application.

1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
2. When an application shows completion of an item, submit final or full waivers.

3. The Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Waiver Delays: Submit each Application for Payment with the Contractor's waiver of mechanics lien for the period of construction covered by the application.

    a. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.

5. Waiver Forms: Submit waivers of lien on forms and executed in a manner acceptable to the Owner.

G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:

1. List of subcontractors.
2. List of principal suppliers and fabricators.
3. Schedule of Values.
4. Contractor's Construction Schedule (preliminary if not final).
5. Schedule of principal products.
6. Schedule of unit prices.
7. Submittal Schedule (preliminary if not final).

H. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.

1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
2. Administrative actions and submittals that shall precede or coincide with this application include:

    a. Permit to place in service and similar approvals.
    b. Warranties (guarantees) and maintenance agreements.
    c. Testing records.
    d. Maintenance instructions.
    e. Meter readings.
    f. Startup performance reports.
    g. Changeover information related to Owner's occupancy, use, operation, and maintenance.
    h. Final cleaning.
    i. Application for reduction of retainage and consent of surety.
    j. Advice on shifting insurance coverages.
    k. Final progress photographs.
    l. List of incomplete Work, recognized as exceptions to Engineer's Certificate of Substantial Completion (where required).

I. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:

1. Completion of Project closeout requirements.
2. Completion of items specified for completion after Substantial Completion.
3. Ensure that unsettled claims will be settled.
4. Ensure that incomplete Work is not accepted and will be completed without undue delay.
5. Transmittal of required Project construction records to the Owner.
6. Proof that taxes, fees, and similar obligations were paid.
7. Removal of temporary facilities and services.
8. Removal of surplus materials, rubbish, and similar elements.
9. All erosion and sediment control measures are to be removed. Permanent vegetation is established.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. General coordination procedures.
2. Coordination drawings.
3. RFIs.
4. Digital project management procedures.
5. Project meetings.

1.3 DEFINITIONS

A. RFI: Request for Information. Request from Owner, Engineer, or Contractor seeking information required by or clarifications of the Contract Documents.

1.4 INFORMATIONAL SUBMITTALS

A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.

1.5 GENERAL COORDINATION PROCEDURES

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence are required to obtain the best results where the installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.
2. Preparation of the schedule of values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.

1.6 COORDINATION DRAWINGS

A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely indicated on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.

1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:

a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
b. Indicate dimensions shown on Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternative sketches to Engineer indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

1.7 REQUEST FOR INFORMATION (RFI)

A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, the Contractor shall prepare and submit an RFI in the form specified.

1. Engineer will return without response those RFIs submitted to Engineer by other entities controlled by Contractor.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in the Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Project number.
3. Date.
4. Name of Contractor.
5. Name of Engineer
6. RFI number, numbered sequentially.
7. RFI subject.
8. Specification Section number and title and related paragraphs, as appropriate.
9. Drawing number and detail references, as appropriate.
10. Field dimensions and conditions, as appropriate.
11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
12. Contractor's signature.
13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

C. RFI Forms: [**AIA Document G716**]

D. Engineer's Action: will review each RFI, determine action required, and respond. Allow **7** working days for Engineer's response for each RFI. RFIs received by Engineer after 1:00 p.m. will be considered as received the following working day.

1. The following Contractor-generated RFIs will be returned without action:

a. Requests for approval of submittals.
b. Requests for approval of substitutions.
c. Requests for approval of Contractor's means and methods.
d. Requests for coordination information already indicated in the Contract Documents.
e. Requests for adjustments in the Contract Time or the Contract Sum.
f. Requests for interpretation of Engineer's actions on submittals.

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g. Incomplete RFIs or inaccurately prepared RFIs.

2. Engineer's action may include a request for additional information, in which case Engineer's time for response will date from time of receipt by Engineer of additional information.
3. Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."

a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer in writing within [**10**] days of receipt of the RFI response.

E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly.

1. Project name.
2. Name and address of Contractor.
3. Name and address of Engineer.
4. RFI number including RFIs that were returned without action or withdrawn.
5. RFI description.
6. Date the RFI was submitted.
7. Date Engineer's response was received.

F. On receipt of Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Engineer within [7] days if Contractor disagrees with response.

G. PDF Document Preparation: Where PDFs are required to be submitted to Engineer, prepare as follows:

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
2. Name file with submittal number or other unique identifier, including revision identifier.
3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

1.8 PROJECT MEETINGS

A. General: meetings and conferences at Project site unless otherwise indicated.

B. Preconstruction Conference: **Engineer will schedule and conduct** a preconstruction conference before starting construction, at a time convenient to Owner and Engineer, but no later than [**15**] days after execution of the Agreement.

1. Attendees: Authorized representatives of Owner Engineer, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following:

    a. Responsibilities and personnel assignments.
    b. Tentative construction schedule.
    c. Phasing.
    d. Critical work sequencing and long lead items.
    e. Designation of key personnel and their duties.
    f. Lines of communications.
    g. Procedures for processing field decisions and Change Orders.
    h. Procedures for RFIs.
    i. Procedures for testing and inspecting.
    j. Procedures for processing Applications for Payment.
    k. Distribution of the Contract Documents.
    l. Submittal procedures.
    m. Sustainable design requirements.
    n. Preparation of Record Documents.
    o. Use of the premises.
    p. Work restrictions.
    q. Working hours.
    r. Owner's occupancy requirements.
    s. Responsibility for temporary facilities and controls.
    t. Procedures for disruptions and shutdowns.
    u. Parking availability.
    v. Materials storage.
    w. Equipment, deliveries and priorities.

3. Minutes: Entity responsible for conducting the meeting will record and distribute meeting minutes.

C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity when required by other sections and when required for coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Engineer of scheduled meeting dates.

2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:

    a. Contract Documents.
    b. Related RFIs.
    c. Related Change Orders.
    d. Purchases.
    e. Deliveries.
    f. Submittals.
    g. Sustainable design requirements.
    h. Review of mockups.
    i. Possible conflicts.
    j. Compatibility requirements.
    k. Time schedules.
    l. Weather limitations.
    m. Manufacturer's written instructions.
    n. Warranty requirements.
    o. Compatibility of materials.
    p. Acceptability of substrates.
    q. Temporary facilities and controls.
    r. Space and access limitations.
    s. Regulations of authorities having jurisdiction.
    t. Testing and inspecting requirements.
    u. Installation procedures.
    v. Coordination with other work.
    w. Required performance results.
    x. Protection of adjacent work.
    y. Protection of construction and personnel.

3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to the performance of the Work and reconvene the conference at the earliest feasible date.

D. Progress Meetings: **Conduct** progress meetings at **monthly** intervals.

1. Coordinate dates of meetings with preparation of payment requests.
2. Attendees: In addition to representatives of Owner and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.

3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

    a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

        1) Review schedule for next period.

    b. Review the present and future needs of each entity present, including the following:

        1) Sequence of operations.
        2) Status of submittals.
        3) Status of sustainable design documentation.
        4) Deliveries.
        5) Off-site fabrication.
        6) Access.
        7) Site use.
        8) Temporary facilities and controls.
        9) Progress cleaning.
        10) Quality and work standards.
        11) Status of correction of deficient items.
        12) Field observations.
        13) Status of RFIs.
        14) Status of Proposal Requests.
        15) Pending changes.
        16) Status of Change Orders.
        17) Pending claims and disputes.
        18) Documentation of information for payment requests.

4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

    a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.

1.2 DEFINITIONS

A. Action Submittals: Written and graphic information that requires Engineer's responsive action.

B. Informational Submittals: Written information that does not require Engineer's approval. Submittals may be rejected for not complying with requirements.

1.3 SUBMITTAL PROCEDURES

A. General: Electronic copies of CAD Drawings or the Contract Drawings will not be provided by Engineer for Contractor's use in preparing submittals.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that requires sequential activity.
2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

    a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.

2. If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Allow 15 days for processing each resubmittal.
4. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing.

D. Identification: Place a permanent label or title block on each submittal for identification.

1. Indicate the name of firm or entity that prepared each submittal on label or title block.
2. Provide a space approximately 4 inches by 5 inches on label or beside title block to record Contractor's review and approval markings and action taken by Engineer.
3. Include the following information on label for processing and recording action taken:

    a. Project name.
    b. Date.
    c. Name and address of Engineer.
    d. Name and address of Contractor.
    e. Name and address of subcontractor.
    f. Name and address of supplier.
    g. Name of manufacturer.
    h. Unique identifier, including revision number.
    i. Number and title of appropriate Specification Section.
    j. Drawing number and detail references, as appropriate.
    k. Other necessary identification.

E. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals.

F. Additional Copies: Unless additional copies are required for final submittal, and unless Engineer observes noncompliance with provisions of the Contract Documents, initial submittal may serve as final submittal.

1. Submit one (1) copy of submittal to concurrent reviewer in addition to specified number of copies to Engineer.
2. Additional copies submitted for maintenance manuals will not be marked with action taken and will be returned.

G. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer will return submittals, without review, received from sources other than Contractor.

1. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Engineer on previous submittals, and deviations from requirements of the Contract

Documents, including minor variations and limitations. Include the same label information as the related submittal.

2. Include Contractor's certification stating that information submitted complies with requirements of the Contract Documents.
3. Transmittal Form: Provide locations on form for the following information:

    a. Project name.
    b. Date.
    c. Destination (To:).
    d. Source (From:).
    e. Names of subcontractor, manufacturer and supplier.
    f. Category and type of submittal.
    g. Submittal purpose and description.
    h. Submittal and transmittal distribution record.
    i. Remarks.
    j. Signature of transmitter.

H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

I. Use for Construction: Use only final submittals with mark indicating action taken by Engineer in connection with construction.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

A. General: Prepare and submit Action Submittals required by individual Specification Sections.

1. Number of Copies: Submit five (5) copies of each submittal, unless otherwise indicated. Engineer will return three (3) copies. Mark up and retain one (1) returned copy as a Project Record Document.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard printed data is not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.

3. Include the following information, as applicable:

    a. Manufacturer's written recommendations.
    b. Manufacturer's product specifications.
    c. Manufacturer's installation instructions.
    d. Standard color charts.
    e. Manufacturer's catalog cuts.
    f. Wiring diagrams showing factory-installed wiring.
    g. Printed performance curves.
    h. Operational range diagrams.
    i. Mill reports.
    j. Standard product operating and maintenance manuals.
    k. Compliance with recognized trade association standards.
    l. Compliance with recognized testing agency standards.
    m. Application of testing agency labels and seals.
    n. Notation of coordination requirements.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Include the following information, as applicable:

    a. Dimensions.
    b. Identification of products.
    c. Fabrication and installation drawings.
    d. Roughing-in and setting diagrams.
    e. Shopwork manufacturing instructions.
    f. Templates and patterns.
    g. Schedules.
    h. Design calculations.
    i. Compliance with specified standards.
    j. Notation of coordination requirements.
    k. Notation of dimensions established by field measurement.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 inches by 11 inches but no larger than 24 inches by 36 inches.

D. Samples: Prepare physical units of materials or products, including the following:

1. Comply with requirements in Section 01 40 00 - Quality Requirements for mockups.
2. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

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3. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from the same material to be used for the Work, cured and finished in manner specified, and physically identical with the product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
4. Preparation: Mount, display, or package Samples in manner specified to facilitate review of qualities indicated. Prepare Samples to match Engineer's sample where so indicated. Attach label on unexposed side that includes the following:

    a. Generic description of Sample.
    b. Product name or name of manufacturer.
    c. Sample source.

5. Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, provide the following:

    a. Size limitations.
    b. Compliance with recognized standards.
    c. Availability.
    d. Delivery time.

6. Submit Samples for review of kind, color, pattern, and texture for a final check of these characteristics with other elements and for a comparison of these characteristics between final submittal and actual component as delivered and installed.

    a. If variation in color, pattern, texture, or other characteristic is inherent in the product represented by a Sample, submit at least three sets of paired units that show approximate limits of the variations.
    b. Refer to individual Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.

7. Number of Samples for Initial Selection: Submit one (1) full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Engineer will return submittal with options selected.
8. Number of Samples for Verification: Submit three (3) sets of Samples. Engineer will retain one (1) Sample set; remainder will be returned. Mark up and retain one (1) returned Sample set as a Project Record Sample.

a. Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.

9. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

E. Product Schedule or List: Prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product: Include unique identifier for each product.
2. Number and name of room or space.
3. Location within room or space.

F. Delegated-Design Submittal: Comply with requirements in Section 01 40 00 - Quality Requirements.

G. Submittals Schedule: Comply with requirements in Section 01 33 00 - Submittal Procedures.

H. Application for Payment: Comply with requirements in Section 01 29 00 – Payment Procedures.

I. Schedule of Values: Comply with requirements in Section 01 29 00 – Payment Procedures.

J. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.

2.2 INFORMATIONAL SUBMITTALS

A. General: Prepare and submit Informational Submittals required by other Specification Sections.

1. Number of Copies: Submit two (2) copies of each submittal, unless otherwise indicated. Engineer will not return copies.
2. Certificates and Certifications: Provide a notarized statement that includes signature of Contractor, testing agency or design professional responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of the company.
3. Test and Inspection Reports: Comply with requirements in Section 01 40 00 - Quality Requirements.

B. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of Engineers and Owners, and other specified information.

C. Product Certificates: Prepare written statements on the manufacturer’s letterhead certifying that product complies with requirements.

D. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.

E. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements and, where required, is authorized for this specific Project.

F. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements. Include evidence of manufacturing experience where required.

G. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements.

H. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.

I. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements.

J. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

K. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements.

L. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

M. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements in Section 01 77 00 - Closeout Procedures.

N. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

O. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:

1. Preparation of substrates.
2. Required substrate tolerances.
3. Sequence of installation or erection.
4. Required installation tolerances.
5. Required adjustments.
6. Recommendations for cleaning and protection.

P. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.

3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

Q. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

R. Material Safety Data Sheets: Submit information directly to Owner. If submitted to Engineer, Engineer will not review this information but will return it with no action taken.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Review each submittal and check for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.

B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked and approved for compliance with the Contract Documents.

3.2 ACTION ON SUBMITTALS

A. Engineer’s Action:

1. General:

   a. Except for submittals for record and similar purposes, where action and return on submittals is required or requested, Engineer will review each submittal, mark with appropriate action, and return. Where submittal must be held for coordination, Engineer will so advise Contractor without delay.
   b. Engineer will stamp each submittal with uniform, self-explanatory action stamp, appropriately marked with submittal action.

2. Notification of Insufficient Information:

a. If information submitted is not sufficient to complete review of submittal, Engineer will send transmittal to Contractor notifying Contractor that additional information is required.
b. Submittal will be placed in an "on hold" status and not returned until Contractor provides additional information.

B. Action Stamp:

1. Marking: "No Exceptions Taken"

a. Final Unrestricted Release: When submittals are marked as "No Exceptions Taken," Work covered by submittal may proceed provided it complies with Contract Documents. Acceptance of Work depends on that compliance.

b. Marking: "Note Markings"

c. Final-But-Restricted Release: When submittals are marked as "Note Markings," Work covered by submittal may proceed provided it complies with Engineer's notations or corrections on submittal and with Contract Documents. Acceptance of Work depends on that compliance. Resubmittal is not required.

2. Marking: "Rejected"

a. Submittal Not Accepted: When submittals are marked as "Rejected," do not proceed with Work covered by submittal. Work covered by submittal does not comply with Contract Documents.

3. Marking: "Resubmit"

a. Returned for Resubmittal: When submittals are marked as "Resubmit," do not proceed with Work covered by submittal. Do not permit Work covered by submittals to be used at Project Site or elsewhere where Work is in progress.
b. Revise submittal or prepare new submittal in accordance with Engineer's notations in accordance with resubmittal requirements of this section. Resubmit without delay. Repeat if required to obtain different action marking.

4. Marking: "Confirm"

a. When submittals are marked "Confirm," submit confirmation that submittals have been received and that all marks are understood.

C. The submittal will not be accepted for review unless it contains complete information and complies with the specifications. Submittals that are not accepted will be

returned with attached notations of requirements necessary for acceptance. Resubmit after the material has been amended to comply with the comments.

D. Informational Submittals: Engineer will review each submittal and will not return it, or will reject and return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.

E. Submittals not required by the Contract Documents will not be reviewed and may be discarded.

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
2. Specified tests, inspections, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with the Contract Document requirements.
3. Requirements for Contractor to provide quality-control services required by Engineer, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

1.2 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction complies with requirements. Services do not include contract enforcement activities performed by Engineer.

C. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

1.3 DELEGATED DESIGN

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If the criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Engineer.

1.4 SUBMITTALS

A. Qualification Data: For testing agencies specified in Section 01 40 00 - Quality Requirements to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

C. Schedule of Tests and Inspections: Prepare in tabular form and include the following:

1. Specification Section number and title.
2. Description of test and inspection.
3. Identification of applicable standards.
4. Identification of test and inspection methods.
5. Number of tests and inspections required.
6. Time schedule or time span for tests and inspections.
7. Entity responsible for performing tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

D. Reports: Prepare and submit certified written reports that include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Ambient conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

E. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

F. All submittals shall meet the requirements of Section 01 33 00 – Submittal Procedures

1.5 QUALITY ASSURANCE

A. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

B. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

C. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

D. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.

F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirement for specialists shall not supersede building codes and similar regulations governing the Work, nor interfere with local trade-union jurisdictional settlements and similar conventions.

G. Testing Agency Qualifications: An agency with the experience and capability to conduct testing and inspecting indicated, as documented by ASTM E548, and that specializes in types of tests and inspections to be performed.

H. Preconstruction Testing: Testing agency shall perform preconstruction testing for compliance with specified requirements for performance and test methods.

1. Contractor responsibilities include the following:

a. Provide test specimens and assemblies representative of proposed materials and construction. Provide sizes and configurations of assemblies to adequately demonstrate capability of product to comply with performance requirements.
b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
c. Fabricate and install test assemblies using installers who will perform the same tasks for Project.
d. When testing is complete, remove assemblies; do not reuse materials on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Engineer, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.6 QUALITY CONTROL

A. Owner Responsibilities:

1. Owner will employ and pay for the services of an independent testing laboratory.
2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.

B. Contractor Responsibilities: Unless otherwise indicated, provide quality-control services specified and required by authorities having jurisdiction.

1. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
2. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
3. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
4. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
5. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.

C. Special Tests and Inspections: Owner will engage a testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner.

1. Testing agency will notify Engineer and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
2. Testing agency will submit a certified written report of each test, inspection, and similar quality-control service to Engineer with copy to Contractor and to authorities having jurisdiction.
3. Testing agency will submit a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
4. Testing agency will interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
5. Testing agency will retest and reinspect corrected work.

D. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing.

E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that revised or replaced Work that failed to comply with requirements established by the Contract Documents.

F. Testing Agency Responsibilities: Cooperate with Engineer and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Engineer and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
3. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
4. Do not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the Work.
5. Do not perform any duties of Contractor.

G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field-curing of test samples.

5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Sections of these Specifications. Restore patched areas and extend restoration into adjoining areas in a manner that eliminates evidence of patching.
2. Comply with the Contract Document requirements for Section 32 12 16 – Asphalt Paving.

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. Provide all labor, materials and equipment required to comply with the regulatory requirements associated with this project as shown on the Drawings and specified herein.

1.2 PERMITS

A. Roadside Work: Contractor shall provide necessary measures for traffic control (where required by C.C. Roads and Bridges) and comply with all applicable requirements.

1.3 NOTICES

A. Provide notices in accordance with requirements of General Conditions to following agencies or individuals and to others as required elsewhere in Contract Documents.

1. Engineer:

    a. Notice: 3 working days prior to the start of construction.
    b. Notice: 3 days prior to the start of pipe laying.
    c. Notice: 3 days prior to the start of additional crews.

2. Utilities:

    a. Notice: 72 hours minimum.

3. Others as required in Contract Documents.

1.4 REGULATIONS

A. Comply with local, state, and federal laws, rules, ordinances, and regulations. Give Engineer notice of variations in accordance with General Conditions.

B. Consider Work specified in this section incidental and include cost as part of appropriate prices in Bid Form.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities.

B. Temporary utilities include, but are not limited to, the following:

1. Sanitary facilities, including toilets, wash facilities, and drinking-water facilities.
2. Electric power service.
3. Lighting.

C. Support facilities include, but are not limited to, the following:

1. Dewatering facilities and drains.
2. Waste disposal facilities.
3. Field offices.
4. Construction aids and miscellaneous services and facilities.

D. Security and protection facilities include, but are not limited to, the following:

1. Environmental protection.
2. Stormwater control.
3. Site enclosure fence.
4. Security enclosure and lockup.
5. Barricades, warning signs, and lights.
6. Temporary enclosures.

1.2 DEFINITIONS

A. Permanent Enclosure: As determined by Engineer, permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

1.3 USE CHARGES

A. General: Cost or use charges for temporary facilities are not chargeable to Owner or Engineer and shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, the following:

1. Owner's construction forces.
2. Occupants of Project.
3. Engineer.
4. Testing agencies.
5. Personnel of authorities having jurisdiction.

B. Water Service: Use water from Owner's existing water system without metering and without payment of use charges. Notify Owner at least 48 hours in advance of the need for water to flush and test water mains.

C. Temporary Electric Power Service: Use and pay for electrical service.

1.4 SUBMITTALS

A. Temporary Utility Reports: Submit reports of tests, inspections, meter readings, and similar procedures performed on temporary utilities (where required).

B. Implementation and Termination Schedule: Within 15 days of date established for submittal of Contractor's Construction Schedule, submit a schedule indicating implementation and termination of each temporary utility (where required).

1.5 QUALITY ASSURANCE

A. Standards: Comply with ANSI A10.6, NECA's "Temporary Electrical Facilities," and NFPA 241.

1. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.6 PROJECT CONDITIONS

A. Temporary Utilities: At earliest feasible time, when acceptable to Owner, change over from use of temporary service to use of permanent service.

B. Conditions of Use: The following conditions apply to use of temporary services and facilities by all parties engaged in the Work:

1. Keep temporary services and facilities clean and neat.
2. Relocate temporary services and facilities as required by progress of the Work.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Provide new materials. Undamaged, previously used materials in serviceable condition may be used if approved by Engineer. Provide materials suitable for use intended.

B. Water: Potable.

2.2 EQUIPMENT

A. General: Provide equipment suitable for use intended.

B. Self-Contained Toilet Units: Single-occupant units of chemical, aerated recirculation, or combustion type; vented; fully enclosed with a glass-fiber-reinforced polyester shell or similar non-absorbent material.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.

B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

A. General: Engage appropriate local utility company to install temporary service or connect to existing service. Where the utility company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with utility company recommendations.

1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
2. Provide adequate capacity at each stage of construction. Before temporary utility is available, provide trucked-in services.
3. Obtain easements to bring temporary utilities to Project site where Owner's easements cannot be used for that purpose.

B. Sanitary Facilities: Provide temporary toilets. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.

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1. Disposable Supplies: Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Maintain adequate supply. Provide covered waste containers for disposal of used material.
2. Toilets: Install self-contained toilet units. Shield toilets to ensure privacy.

C. Telephone Service: Provide cell phones for Contractor's supervisory personnel and provide the telephone numbers for each cell phone to the Engineer and Owner.

3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:

1. Locate field offices, storage sheds, sanitary facilities, and other temporary construction and support facilities for easy access.
2. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

B. Traffic Controls: Comply with all requirements related to performing utility work on state and county roads. Provide warning signs, flags, diversionary cones as required by state and county authorities having jurisdiction.

C. Project Identification and Temporary Signs: Prepare Project identification and other signs in sizes indicated. Install signs where indicated to inform the public and persons seeking entrance to Project. Do not permit the installation of unauthorized signs.

1. Engage an experienced sign painter to apply graphics for Project identification signs. Comply with the details indicated.
2. Prepare temporary signs to provide directional information to construction personnel and visitors.
3. Construct signs of exterior-type Grade B-B high-density concrete form overlay plywood in sizes and thicknesses indicated. Support on posts or framing of preservative-treated wood or steel.
4. Paint sign panel and applied graphics with exterior-grade alkyd gloss enamel over exterior primer.

D. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Containerize and clearly label hazardous, dangerous, or unsanitary waste materials separately from other waste. Comply with Section 01 40 00 - Quality Requirements for progress cleaning requirements.

1. If required by authorities having jurisdiction, provide separate containers, clearly labeled, for each type of waste material to be deposited.

E. Engineer's Field Office: An Engineer's Field Office is not required for this project.

F. Common-Use Field Office: If required by contractor, provide an insulated, weathertight, air-conditioned field office for use as a common facility by all personnel engaged in construction activities; of sufficient size to accommodate required office personnel and meetings of eight (8) persons at Project site. Keep the office clean and orderly.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects. Avoid using tools and equipment that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near Project site.

B. Stormwater Control: Provide earthen embankments and similar barriers in and around excavations and subgrade construction, sufficient to prevent flooding by runoff of stormwater from heavy rains.

C. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erecting structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and public of possible hazard. Where appropriate and needed, provide lighting, including flashing red or amber lights.

1. For safety barriers, sidewalk bridges, and similar uses, provide minimum 5/8-inch-thick exterior plywood.

3.5 OPERATION, TERMINATION AND REMOVAL

A. Supervision: Enforce strict discipline in the use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage caused by freezing temperatures and similar elements.

C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facilities. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are the property of Contractor. Owner reserves the right to take possession of Project identification signs.
2. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements in Section 01 77 00 - Closeout Procedures.

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

This Section includes the following administrative and procedural requirements:

1. Selection of products for use in Project.
2. Product delivery, storage, and handling.
3. Manufacturer's standard warranties on products.
4. Special warranties.
5. Product substitutions and comparable products.

1.2 DEFINITIONS

Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation, shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.

Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

1.3 SUBMITTALS

Product List: Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.

1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
2. Form: Tabulate information for each product under the following column headings:

    a. Specification Section number and title.
    b. Generic name used in the Contract Documents.
    c. Proprietary name, model number and similar designations.
    d. Manufacturer's name and address.
    e. Supplier's name and address.
    f. Installer's name and address.
    g. Projected delivery date or time span of delivery period.
    h. Identification of items that require early submittal approval for scheduled delivery date.

3. Initial Submittal: Within 15 days after date of commencement of the Work, submit three (3) copies of initial product list. Include a written explanation for omissions of data and for variations from Contract requirements.

    a. At Contractor's option, initial submittal may be limited to product selections and designations that must be established early in Contract period.

4. Completed List: Within 60 days after date of commencement of the Work, submit three (3) copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
5. Engineer's Action: Engineer will respond in writing to Contractor within 15 days of receipt of completed product list. Engineer's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Engineer's response, or lack of response, does not constitute a waiver of requirement that products comply with the Contract Documents.

Substitution Requests: Submit three (3) copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

6. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

    a. Statement indicating why specified material or product cannot be provided.
    b. Coordination Information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner

and separate contractors that will be necessary to accommodate proposed substitution.

c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
e. Samples, where applicable or requested.
f. List of similar installations for completed projects with project names and addresses and names and addresses of Engineers and Owners.
g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
j. Cost information, including a proposal of change, if any, in the Contract Sum.
k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

7. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within one week of receipt of a request for substitution. Engineer will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.

a. Form of Acceptance: Change Order.
b. Use product specified if Engineer cannot make a decision on use of a proposed substitution within time allocated.

1.4 QUALITY ASSURANCE

Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

1.5 DELIVERY, STORAGE AND HANDLING

Transport and handle Products in accordance with manufacturer's instructions.

Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.

Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.

Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.

Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

Store products to allow for inspection and measurement of quantity or counting of units.

Store materials in a manner that will not endanger Project structure.

Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.

Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.

Protect stored products from damage.

1.6 PRODUCT WARRANTIES

Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: Forms are included with the Specifications. Prepare a written document using appropriate form properly executed.
3. Refer to Divisions 2 through 48 Sections for specific content requirements and particular requirements for submitting special warranties.

Submittal Time: Comply with requirements in Section 01 77 00 – Closeout Procedures.

PART 2 - PRODUCTS

2.1 PRODUCT OPTIONS

General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged, and unless otherwise indicated, that are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Engineer will make selection.
5. Where products are accompanied by the term "match sample," sample to be matched is Engineer's.
6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.

Product Selection Procedures: Procedures for product selection include the following:

8. Product: Where Specification paragraphs or subparagraphs titled "Product" name a single product and manufacturer, provide the product named.
9. Manufacturer/Source: Where Specification paragraphs or subparagraphs titled "Manufacturer" or "Source" name single manufacturers or sources, provide a product by the manufacturer or from the source named that complies with requirements.
10. Products: Where Specification paragraphs or subparagraphs titled "Products" introduce a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
11. Manufacturers: Where Specification paragraphs or subparagraphs titled "Manufacturers" introduce a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
12. Visual Matching Specification: Where Specifications require matching an established Sample, select a product (and manufacturer) that complies with requirements and matches Engineer's sample. Engineers' decision will be final on whether a proposed product matches satisfactorily.

    a. If no product available within the specified category matches satisfactorily and complies with other specified requirements, comply with provisions

of the Contract Documents on "substitutions" for selection of a matching product.

13. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product (and manufacturer) that complies with other specified requirements.

    a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Engineer will select color, pattern, or texture from manufacturer's product line that does not include premium items.
    b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Engineer will select color, pattern, or texture from manufacturer's product line that includes both standard and premium items.

14. Allowances: Refer to individual Specification Sections and "Allowance" provisions in Division 1 for allowances that control product selection and for procedures required for processing such selections.

2.2 SUBSTITUTIONS

Timing: Engineer will consider requests for substitution if received within 30 days after the beginning date established in the Notice to Proceed. Requests received after that time may be considered or rejected at the discretion of Engineer.

Conditions: Engineer will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:

1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
2. Requested substitution does not require extensive revisions to the Contract Documents.
3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
4. Substitution request is fully documented and properly submitted.
5. Requested substitution will not adversely affect Contractor's Construction Schedule.
6. Requested substitution has received necessary approvals of authorities having jurisdiction.
7. Requested substitution is compatible with other portions of the Work.

8. Requested substitution has been coordinated with other portions of the Work.
9. Requested substitution provides specified warranty.
10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.

PART 3 - EXECUTION

Not Used.

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

A. General: This Section specifies administrative and procedural requirements for field engineering services.

B. Provide and pay for field engineering services required for proper completion of the Construction Project.

C. Engineer will identify existing control points indicated on the Drawings, where applicable.

D. Once identified, the Contractor shall protect the various vertical and horizontal control points as shown on the drawings and shall pay all costs to reestablish control during the course of the work.

1.2 SUBMITTALS

A. Certificates: Submit a certificate signed by the Land Surveyor or Professional Engineer certifying the location and elevation of improvements.

B. Project Record Documents: Submit a record of Work performed and record survey data as required under provisions of Section 01 33 00 - Submittal Procedures and Section 01 77 00 - Closeout Procedures. Include the following:

1. Site Survey at same scale as Drawings indicating corners of buildings, structures, tank centerlines, sidewalks, paved areas, and location of all above ground structures.
2. Drawing showing location, lines and grades of all buried piping and duct banks exterior to buildings, and other buried facilities installed, as a result of the Work. Provide drawing at same scale as Engineer's Site Piping Plan.

1.3 QUALITY ASSURANCE

A. Surveyor Qualifications: Engage a Land Surveyor registered in the state where the Project is located, to perform required land surveying services.

B. Engineer Qualifications: Engage an Engineer of the discipline required, licensed in the state where the Project is located, to perform required engineering services.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

3.1 EXECUTION

A. Identification: The Owner will identify existing control points and property line corner stakes.

B. Verify layout information shown on the Drawings, in relation to the property survey and existing benchmarks, before proceeding to lay out the Work. Locate and protect existing benchmarks and control points. Preserve permanent reference points during construction.

1. Do not change or relocate benchmarks or control points without prior written approval. Promptly report in writing lost or destroyed reference points or requirements to relocate reference points because of necessary changes in grades or locations.
2. Promptly replace lost or destroyed Project control points. Base replacements on the original survey control points.

C. Establish and maintain a minimum of two (2) permanent benchmarks on the site, referenced to data established by survey control points.

1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.

D. Existing Utilities and Equipment: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction.

1. Prior to construction, verify the location and invert elevation at points of connection of sanitary sewer, gas piping, underground electric, underground telephone, storm sewer, and water-service piping.

3.2 PERFORMANCE

A. Establish lines and levels, locate and lay out, by instrumentation and similar appropriate means:

1. Site improvements.
2. Fire hydrant or vault locations and elevations.

B. Surveyor's Log: Maintain a surveyor's log of control and other survey work. Make this log available for reference.

1. Record deviations from required lines and locations, and advise the Engineer when deviations that exceed indicated or recognized tolerances are detected. On Project Record Drawings, record locations of key elements of the work by station and offset from road centerline, or by measurements to permanent identifiable features.
2. On completing site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.

C. Site Improvements: Locate and lay out site improvements, including pavements, stakes for grading, fill and topsoil placement, utility slopes, and invert elevations.

D. Building Lines and Levels: Locate and lay out batter boards for structures.

E. Existing Utilities: Furnish information necessary to adjust, move, or relocate existing structures, utility poles, lines, services, or other appurtenances located in or affected by construction. Coordinate with local authorities having jurisdiction.

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

A. Provide all labor, materials, equipment, tools, and incidentals required to perform pressure and leakage testing of all new piping systems and existing piping systems that have been relocated or disturbed during construction activities.

B. Section includes:

1. Requirements for performing pressure and leakage testing of new piping systems.
2. Requirements for performing pressure and leakage testing of existing piping systems that have been relocated or disturbed during construction.

C. Owner-Furnished Material: Potable water for hydrostatic testing.

D. Select an appropriate testing method for the piping system being tested.

E. Perform pressure and leakage test for potable water mains in accordance with AWWA C600, latest edition.

1.2 SUBMITTALS

A. Quality Control Submittals

1. Design Data: Fourteen (14) days prior to pressure and leakage testing, submit detailed outline of proposed sequence of testing piping systems. For hydrostatic testing, include source of water, location of test, and test pressure.
2. Test Report: Submit for each piping system tested. Include location of test point, portion of line to be tested, required test pressure, and date and time of test.

1.3 SEQUENCE AND SCHEDULING

A. Coordinate testing of piping systems with Owner and Engineer. Engineer or Engineer's representative will witness tests.

B. Provide a minimum of 48 hours' notice to Owner and Engineer prior to testing.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

3.1 PREPARATION

A. Provide appropriate protection of personnel and equipment while tests are in progress. Provide safety equipment, barricades and warning signs where necessary.

B. Test in the presence of the Engineer or Engineer's representative.

C. Provide all necessary equipment, piping connections, meters, pressure gauges, tools, materials, and facilities necessary to complete specified tests. Ensure that meters, gauges, and other measuring devices have ranges, accuracies and ratings appropriate for the application.

D. Maintain a calibration program for meters, gauges and other measuring devices. Submit calibration reports which show the date of calibration, indicate deviations from the standard, and identify the calibration standard along with pressure test reports.

E. Provide bulkheads, flanges, valves, bracing, blocking, blowoffs or other temporary materials that may be required.

F. Remove temporary materials after tests are complete.

G. Perform tests on piping after piping is completely installed, including supports, hangers and anchors.

H. Perform tests on piping before insulation is installed, and before it is permanently covered.

I. Perform tests on piping that is clean and free of soil, sand or other foreign material.

J. Plug pipe outlets with test plugs. Brace each plug securely to prevent blowouts.

K. Add test fluid slowly.

L. Include regulator set to avoid over-pressurizing and damaging piping.

M. Isolate and test separate portions of the system which require different test pressures.

N. Do not operate valves in either direction if the differential pressure exceeds the rated working pressure of that valve.

O. Perform testing in accordance with local, state and federal requirements.

3.2 FIELD QUALITY CONTROL

A. Tests:

1. Hydrostatic Testing:

a. Perform hydrostatic testing for potable water piping systems and wastewater force mains identified in other sections to be hydrostatically tested. Test pressure shall be calculated from paragraph c.1 below.
b. Open vents at high points to purge air pockets while piping system is filling.
c. Test Pressure:

1) Test piping system to 1.5 times the system working pressure or 200 psi, whichever is greater, unless specified otherwise in piping material specifications.

d. Test Restrictions:

1) Maintain test pressure at the highest point in the section of pipe being tested to at least 1.25 times the working pressure at the lowest point in that section.
2) Do not exceed pressure ratings of pipe, valve, appurtenances, or thrust restraint design pressures.

e. Testing:

1) Flush line to be tested thoroughly before testing to remove soil and other foreign material and to expel air from the line.
2) After section of piping to be tested has been flushed and filled with water, apply test pressure by means of force pump of such design and capacity that required pressure can be applied and maintained without interruption for duration of test.
3) Measure test pressure by means of tested and properly calibrated pressure gauge acceptable to the Engineer.
4) Maintain test pressure within 5.0 psi for a sufficient length of time to permit the Engineer to observe piping under test, but not less than 2 hours. A test in which the pressure drops more than 5.0 psi during the test period will be considered a failed test, and that section of line will not be accepted.

f. Determining Leakage:

1) Pump make-up water into the test section in order to maintain the test pressure within 5.0 psi. Measure the amount of make-up water added during the test period by using a metering system, approved by the Engineer, to determine actual leakage in that section of line. Metering system shall measure in gallons.

2) At the end of the test period, if no make-up water has been added because the pressure has been maintained within 5.0 psi of the test pressure, add make-up water to return the system to the test pressure. The amount of make-up water added is considered actual leakage for that section of line.

g. Testing Allowance:

1) Maximum allowable leakage for buried piping with mechanical joints or push-on joints shall be determined by one of the following two methods:

Length of pipe:

$$L = \frac{SDP^{1/2}}{133{,}200}$$

Where:
L = Leakage (gallons per hour)
S = Length of pipe tested (feet)
D = Diameter of pipe (inches)
P = Average test pressure (psig)

or

Number of joints:

$$L = \frac{NDP^{1/2}}{7{,}400}$$

Where:
L = Leakage (gallons per hour)
N = Number of joints tested
D = Diameter of pipe (inches)
P = Average test pressure (psig)

h. If actual leakage during test period exceeds testing allowance, the pressure test is considered a failure and the section of line being tested will not be accepted.

i. If repairs are required, repeat pressure test until pipe installation conforms to specified requirements and is acceptable to the Engineer.

j. Regardless of pressure and leakage test results, repair all piping systems showing visual evidence of weeping or leaking at no additional cost to the Owner.

2. Low Pressure Air Testing:

a. General:

1) Perform low pressure air testing for gravity sewer and drainage systems identified in other sections to be low-pressure air tested.

2) Test pipe sections between adjacent manholes.
3) Record time for air pressure to drop 1 psig.
4) For pipe diameters of 4 inches through 36 inches, comply with Schedule 1, at the end of this Section.
5) Pipe diameters above 36 inches will not be accepted by means of low-pressure air test.
6) Ignore the length of laterals.

b. Preparation:

1) Isolate pipe section to be tested by plugging each end with airtight plug. Plug ends of branches, laterals, and wyes, which are included in test section.
2) Brace plugs to prevent slippage and blowout due to internal pressure.
3) Provide one plug having an inlet tap or other provision for connecting supply air hose.
4) Connect one end of air hose to plug used for air inlet, and other end to portable air control equipment.
5) Provide air control equipment consisting of valves and pressure gauges to control the rate at which air flows into test section and gauges to monitor air pressure inside pipe.
6) Connect air hose between source of compressed air and control equipment.

c. Testing:

1) If pipe to be tested is submerged in groundwater, determine height of groundwater above spring line of pipe at each end of test section and compute average. For every foot of groundwater above pipe's spring line, increase test pressures by 0.43 psig.
2) Add air slowly to test section until pressure inside pipe is raised to 4.0 psig greater than average back pressure of groundwater that may be over pipe.
3) After pressure of 4.0 psig obtained, control supply of air so internal pressure maintained between 3.5 and 4.0 psig (above average groundwater back pressure) for minimum of 2 minutes to allow temperature of air to come into equilibrium with temperature of pipe walls.

4) Determine rate of air loss by time/pressure drop method.

a) After the temperature has stabilized for 2-minute period, disconnect air supply. Allow pressure to decrease to 3.5 psig. At this pressure, start stopwatch to determine the time required for pressure to drop 1.0 psig. Compare time required for loss of 1.0 psig with Schedule 1. If time is equal to or greater than time indicated in schedule, or if pressure does not drop 1.0 psi within the indicated time, test is considered acceptable.

3. High-Pressure Air Testing:

a. Perform high-pressure air testing of piping systems as specified in other sections. Test pressure shall be as specified in other sections.
b. Perform preliminary test at pressures not greater than 25 psig. Examine for leakage at joints with soap solution and visual detection of soap bubbles. Correct visible leaks.
c. Perform final test at test pressure.

1) Gradually increase pressure in system in small increments until test pressure reached.
2) Maintain test pressure for a minimum of 10 minutes, with additional time if necessary to conduct soap bubble leakage examination at each joint.

d. Ensure that the piping system shows no evidence of leakage. If evidence of leakage is observed, repair the leak and repeat the test.

4. Test Report:

a. Prepare and submit test report for each piping system tested. Include the following information in the test report.

1) Date of test.
2) Description and identification of piping system tested. Include pipe diameter and material and length of system.
3) Type of test performed.
4) Test fluid.
5) Test pressure.
6) Type and location of leaks detected.
7) Corrective action taken to repair leaks.
8) Results of retesting.
9) Section of line tested.
10) Copy of calibration certification for measuring devices used in the test.

SCHEDULE 1
Minimum Specified Time Required for a 1.0 psig Pressure Drop
for Size and Length of Pipe Indicated for Q = 0.0015

Pipe Dia (in.)	Minimum Time (min:sec)	Length for Minimum Time (ft)	Time for Longer Length (sec)	Specification Time for Length (L) Shown (min:sec)							
				100 ft	150 ft	200 ft	250 ft	300 ft	350 ft	400 ft	450 ft
4	3:46	597	.380 L	3:46	3.46	3:46	3.46	3:46	3.46	3:46	3.46
6	5:40	398	.854 L	5:40	5:40	5:40	5:40	5:40	5:40	5:42	6:24
8	7:34	298	1.520 L	7:34	7:34	7:34	7:34	7:36	8:52	10:08	11:24
10	9:26	239	2.374 L	9:26	9:26	9:26	9:53	11:52	13:51	15:49	17:48
12	11:20	199	3.418 L	11:20	11:20	11:24	14:15	17:05	19:56	22:47	25:38
15	14:10	159	5.342 L	14:10	14:10	17:48	22:15	26:42	31:09	35:36	40:04
18	17:00	133	7.692 L	17:00	19:13	25:38	32:03	38:27	44:52	51:16	57:41
21	19:50	114	10.470 L	19:50	26:10	34:54	43:37	52:21	61:00	69:48	78:31
24	22:40	99	13.674 L	22:47	34:11	45:34	56:58	68:22	79:46	91:10	102:33
27	25:30	88	17.306 L	28:51	43:16	57:41	72:07	86:32	100:57	115:22	129:48
30	28:20	80	21.366 L	35:37	53:25	71:13	89:02	106:50	124:38	142:26	160:15
33	31:10	72	25.852 L	43:05	64:38	86:10	107:43	129:16	150:43	172:21	193:53
36	34:00	66	30.768 L	51:17	76:55	102:34	128:12	153:50	179:29	205:07	230:46
42	39:48	57	41.883 L	69:48	104:42	139:37	174:30	209:24	244:19	279:13	314:07
48	45:34	50	54.705 L	91:10	136:45	182:21	227:55	273:31	319:06	364:42	410:17
54	51:02	44	69.236 L	115:24	173:05	230:47	288:29	346:11	403:53	461:34	519:16
60	56:40	40	85.476 L	142:28	213:41	284:55	356:09	427:23	498:37	569:50	641:04

Note: If there has been no leakage (zero psig drop) after one hour of testing, the test section shall be accepted and the test complete.

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Inspection procedures.
2. Project Record Documents.
3. Operation and maintenance manuals.
4. Warranties.
5. Instruction of Owner's personnel.
6. Final cleaning.

1.2 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following items:

1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete. Submit three (3) copies of list to the Engineer. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

    a. Organize list of spaces in sequential order.
    b. Include the following information at the top of each page:

        1) Project name.
        2) Date.
        3) Name of Engineer.
        4) Name of Contractor.
        5) Page number.

2. Advise Owner of pending insurance changeover requirements.
3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates and similar releases.
5. Prepare and submit Project Record Documents, operation and maintenance

manuals, damage or settlement surveys, property surveys, and similar final record information.

6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
7. Complete startup testing of systems.
8. Submit test/adjust/balance records.
9. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
10. Complete final cleaning requirements, including touchup painting.
11. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.3 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

1. Submit a final Application for Payment according to Section 01 29 00 – Payment Procedures.
2. Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Instruct Owner's personnel in operation, adjustment and maintenance of products, equipment and systems.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.4 WARRANTIES

A. Submittal Time: Submit written warranties on request of Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Comply with manufacturers' written instructions.

C. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturers' written instructions.

1. Complete the following cleaning operations before requesting inspection for final Completion for entire Project or for a portion of Project:

a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
d. Leave Project site(s) clean and ready for occupancy.

D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.

1.2 SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit one (1) set of marked-up Record Prints. Contractor shall submit, for review and approval before final payment shall be made. Engineer to review for completeness. Contractor shall show the distances to existing features in field (i.e. power pole, edge of pavement) to show actual field location.

B. Record Specifications: Submit one (1) copy of Project's Specifications, including addenda and contract modifications (where required).

C. Record Product Data: Submit one (1) copy of each Product Data submittal.

1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in the manual instead of submittal as Record Product Data.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one (1) set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.

1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity that obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.

a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
b. Accurately record information in an understandable drawing technique.
c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.

2. Content: Types of items requiring marking include, but are not limited to, the following:

a. Dimensional changes to Drawings.
b. Revisions to details shown on Drawings.
c. Depths of foundations below first floor.
d. Locations and depths of underground utilities.
e. Revisions to routing of piping and conduits.
f. Revisions to electrical circuitry.
g. Actual equipment locations.
h. Locations of concealed internal utilities.
i. Changes made by Change Order or Work Change Directive.
j. Changes made following Engineer's written orders.
k. Details not on the original Contract Drawings.
l. Field records for variable and concealed conditions.
m. Record information on the Work that is shown only schematically.

3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Identification: As follows:

a. Project name.
b. Date.
c. Designation "PROJECT RECORD DRAWINGS."
d. Name of Engineer.

e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of the manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
5. Note related Change Orders, Record Drawings, and Product Data where applicable.

2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturers' written instructions for installation.
3. Note related Change Orders, Record Drawings, and Product Data where applicable.

2.4 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.

B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office (where applicable) or apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Engineer's reference during normal working hours.

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY,

A. Provide all labor, materials, equipment, tools, and incidentals to perform demolition as shown on the Drawings and specified herein.

B. Section includes:

1. Removal of electrical, and other mechanical equipment and piping.
2. Shutting off, capping and abandoning above ground and below ground piping and utilities.
3. Demolition and removal of above ground features or below ground, bunker, piping and utilities.
4. Demolition and removal of selected structures, equipment, and materials.
5. Remove and salvage selected structures, equipment, and materials. (where applicable).
6. Backfilling and compaction of trenches, holes, and pits left by removed utilities and structures.

1.2 DEFINITIONS

A. Demolish: Demolish existing structures and/or utilities to point below finish grade as shown on the Drawings and specified herein. See sheets C1.02, C1.05 and C1.06.

B. Remove: Completely remove structures and or utilities as shown on the Drawings and specified herein.

C. Salvage: Not Applicable.

D. Existing to Remain in Operation: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, removed and reinstalled or remain in operation. All items in operation, before, during and after construction.

E. Abandon: Existing items of construction that are to be taken out of service and abandoned in place. Notate on Recorded drawings, to be furnished to the owner, at completion of the project.

1.3 MATERIALS OWNERSHIP

A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.

B. Frames, covers, and other steel components of removed and/or abandoned structures shall be salvaged and remain the property of the Owner. (where indicated).

1.4 SUBMITTALS

A. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

B. Proposed Control Measures: Submit statement or drawing that indicates the measures proposed for use, proposed locations, and proposed time frame for their operation. Identify alternative options if proposed measures are later determined to be inadequate. Include measures for the following:

1. Dust control.
2. Noise control.

C. Schedule of Demolition Activities: Indicate the following:

1. Detailed sequence of demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
2. Interruption of utility services.
3. Coordination for shutoff, capping and continuation of utility services.
4. Locations of temporary partitions and means of egress.

D. Pre-demolition Photographs or Videotape: Show existing conditions of adjoining construction and site improvements that might be misconstrued as damage caused by demolition operations. Submit before Work begins.

E. Inventory: After demolition is complete, submit a list of items that have been removed and salvaged.

F. Landfill Records: Indicate receipt and acceptance of hazardous waste by a landfill facility licensed to accept hazardous materials.

G. Submit in accordance with Section 01 33 00 – Submittal Procedures.

1.5 QUALITY ASSURANCE

A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.

B. Professional Engineer Qualifications: Comply with Section 01 40 00 – Quality Requirements.

C. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

D. Standards: Comply with ANSI A10.6 and NFPA 241.

E. Pre-demolition Conference: Conduct conference at Project site to comply with requirements in Division 1. Review methods and procedures related to demolition including, but not limited to, the following:

1. Inspect and discuss the condition of construction to be demolished.
2. Review structural load limitations of existing structure.
3. Review and finalize demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review requirements of work performed by other trades that rely on substrates exposed by demolition operations.

F. The use of explosives will not be permitted.

G. Promptly repair damage caused to adjacent facilities by demolition operations at no cost to the Owner.

1.6 PROJECT CONDITIONS

A. Owner will occupy portions of project site and buildings immediately adjacent to demolition areas. Contractor shall conduct demolition so Owner's operations will not be disrupted. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

B. Access:

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Where this cannot be achieved, proper signage shall be supplied by the contractor at no additional cost to the owner.

2. Do not close or obstruct drive path, walkways, corridors, or other occupied or used facilities without written permission from authorities having jurisdiction.

C. Maintain plant process and protect those facilities from damage as a result of the work.

D. The contractor shall be responsible for scheduling all demolition activities to minimize interruption of the existing plant operations.

E. The Owner assumes no responsibility for the actual condition of structures, areas or items to be demolished. Locations of existing structures are shown on the Drawings and are provided for general information purposes only. The Contractor shall field verify the conditions to be encountered in the work to be performed.

F. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. Hazardous materials will be removed by Owner before start of the Work.
2. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Engineer and Owner. Hazardous materials will be removed by Owner under a separate contract.

G. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during demolition operations.

H. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.

PART 2 - PRODUCTS

2.1 REPAIR MATERIALS

A. Use repair materials identical to existing materials.

1. If identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
2. Use materials whose installed performance equals or surpasses that of existing materials.

B. Comply with material and installation requirements specified in individual Specification Sections.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities to be removed, abandoned or relocated have been disconnected and capped.

B. Survey existing conditions and correlate with requirements indicated to determine extent of demolition required.

C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.

D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Engineer.

3.2 UTILITY SERVICES

A. Existing Utilities: Maintain services indicated to remain and protect them against damage during demolition operations.

B. Do not interrupt existing utilities serving occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and to authorities having jurisdiction.

1. Provide at least 72 hours' notice to Owner if shutdown of service is required during changeover.

C. Utility Requirements: Locate, identify, disconnect, and seal or cap off indicated utilities serving areas to be demolished.

1. Owner will arrange to shut off indicated utilities when requested by Contractor.
2. If utility services are required to be removed, relocated, or abandoned, before proceeding with demolition, provide temporary utilities that bypass area of demolition and that maintain continuity of service to other parts of facility.

3.3 PREPARATION

A. Dangerous Materials: Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with demolition operations.

B. Site Access and Temporary Controls: Conduct demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used

facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

2. Protect existing site improvements, appurtenances, and landscaping to remain.
3. Comply with tree protection requirements specified in Section 31 10 00 – Site Clearing.

C. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around demolition area and to and from occupied portions of facility.
2. Provide temporary weather protection, during interval between demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.

D. Temporary Shoring: Provide and maintain interior and/or exterior shoring, bracing, or structural support as required to preserve stability and prevent movement, settlement, or collapse of construction to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

1. Strengthen or add new supports when required during progress of demolition.

3.4 POLLUTION CONTROLS

A. Disposal: Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

3.5 DEMOLITION

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with demolition systematically, from higher to lower level. Complete demolition operations above each floor or tier before disturbing supporting members on the next lower level.
2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.

4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
5. Maintain adequate ventilation when using cutting torches.
6. Locate demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
7. Dispose of demolished items and materials promptly.
8. Return elements of construction and surfaces that are to remain to condition existing before demolition operations began.

B. Salvaged Items: Comply with the following:

1. Clean salvaged items.
2. Store items in a secure area until delivery to Owner.
3. Transport items to Owner's storage area designated by Owner and indicated on drawings.
4. Protect items from damage during transport and storage.

C. Removed and Reinstalled Items: Comply with the following:

1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
2. Protect items from damage during transport and storage.
3. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.

D. Existing Items to Remain in Operation: Protect construction indicated to remain in operation against damage and soiling during demolition. When permitted by Engineer, items may be removed to a suitable, protected storage location during demolition [and cleaned] and reinstalled in their original locations after demolition operations are complete.

E. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals, using power-driven saw, then remove concrete between saw cuts.

F. Concrete Slabs-on-Grade: Saw-cut the perimeter of area to be demolished, then break up and remove.

G. Removed Utility Pipes and Related Structures: Completely remove and dispose of pipe and appurtenances and structures to full depth as shown on the Drawings. Backfill voids resulting from removed structures and piping in accordance with Section 31 20 00 – Earth Moving.

H. Demolish Utility Pipes and Related Structures: Remove upper portion of abandoned structures to a depth of at least one (1) foot below road subgrade or three (3) feet below finish grade for non-paved areas. Break or perforate the bottom of structures to prevent the entrapment of water. Seal all conduits connecting to structures or ends of conduit to be abandoned with a wall of concrete not less than 6-inches thick or an 8-inch wall of brick and mortar. Fill all conduits abandoned in place with a flowable fill as outlined in Section 600 of the GDOT – Standard Specifications Construction of Transportation Systems – Latest Edition.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.

B. Burning: Burning of demolished or removed materials will not be permitted.

C. Disposal: Legally transport demolished materials and dispose in a legal manner.

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes cast-in-place concrete, formwork, reinforcement, concrete materials, mix design, placement procedures, and finishes.

1.2 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more blended hydraulic cement, fly ash and other pozzolans, and silica fume.

B. Terms used in these specifications are defined in ACI 116R.

1.3 SUBMITTALS

A. Product Data: For each type of manufactured material and product indicated.

B. Concrete materials and concrete mix designs proposed for use. Include results of all testing performed to qualify materials and to establish mix designs. Place no concrete until approval of mix designs has been received in writing. Submittal for each concrete mix design to include:

1. Sieve analysis and source of fine and coarse aggregates.
2. Test for aggregate organic impurities.
3. Proportioning of all materials.
4. Type of cement with mill certificate for the cement.
5. Brand, quantity and class of fly ash proposed for use along with other submittal data as required for fly ash by this specification.
6. Slump.
7. Brand, type and quantity of air entrainment and any other proposed admixtures.
8. Total chloride ion content per cubic yard of concrete determined in accordance with AASHTO T260.
9. Compression test results (28-day) and any other data required by ACI 318 and this specification to establish concrete mix design.

C. Steel Reinforcement Shop Drawings: Details of fabrication, bending and placement, prepared according to ACI 315 and CRSI “Manual of Standard Practice.” Include material, grade, bar schedules, stirrup spacing, bent bar diagrams, arrangement, and supports of concrete reinforcement. Include special reinforcement required for openings through concrete structures.

D. Design and engineering of formwork are Contractor's responsibility. If requested, submit structural analysis and concrete strength data used in planning and implementing form placement, removal and shoring.

E. Material Certificates: Signed by manufacturers certifying each of the following items complies with requirements:

1. Cementitious materials and aggregates.
2. Form materials and form-release agents.
3. Steel reinforcement and reinforcement accessories.
4. Fiber reinforcement.
5. Admixtures.
6. Waterstops.
7. Curing materials.
8. Floor and slab treatments.
9. Bonding agents.
10. Adhesives.
11. Vapor barriers.
12. Epoxy joint filler.
13. Joint-filler strips.
14. Repair materials.

F. If requested by Engineer, provide material test reports from a qualified testing agency for aggregates. Include service record data indicating absence of deleterious expansion of concrete due to alkali aggregate reactivity.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer who has completed concrete Work similar in material, design and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.

B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products complying with ASTM C94 requirements for production facilities and equipment.

1. Manufacturers must be certified according to the National Ready Mixed Concrete Association's Certification of Ready Mixed Concrete Production Facilities.

C. Testing Agency Qualifications: An independent testing agency, acceptable to authorities having jurisdiction, qualified according to ASTM C1077 and ASTM E329 to conduct the testing indicated, as documented according to ASTM E548.

1. Personnel conducting field tests must be qualified as ACI Concrete Field Testing Technician, Grade 1.

D. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, each aggregate from one source, and each admixture from the same manufacturer.

E. ACI Publications: Comply with ACI 301 and ACI 117, unless more stringent provisions are indicated.

1.5 DELIVERY, STORAGE AND HANDLING

A. Deliver reinforcement to jobsite with attached metal or plastic tags with permanent mark numbers that match the shop drawing mark numbers.

B. Deliver, store and handle reinforcement to prevent bending and damage.

C. Support and store reinforcement above ground.

PART 2 - PRODUCTS

2.1 FORMWORK

A. Formwork will comply with ACI 347.

B. Forms for surfaces exposed to view:

1. Wood forms:

a. New 5-ply structural plywood of concrete form grade.
b. Built-in-place or prefabricated type panel.
c. Sheets measuring 4-foot by 8-foot for built-in-place type except where smaller pieces will cover entire area.
d. When approved, plywood may be reused.

2. Metal forms:

a. Metal forms, excluding aluminum, may be used.
b. Forms to be tight to prevent leakage, free of rust and straight without dents to provide members of uniform thickness.

C. Forms for Cylindrical Columns, Pedestals and Supports: Metal, glass-fiber-reinforced plastic, paper, or fiber tubes that will produce required surfaces.

D. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4-inch by 3/4-inch, unless noted otherwise.

E. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

1. Formulate form-release agent with rust inhibitor for steel form-facing materials.

F. Form Ties:

1. Commercially fabricated for use in form construction. Do not use wire ties.
2. Constructed so that ends or end fasteners can be removed without causing spalling at surfaces of the concrete.
3. Cones on both ends measuring 3/4-inch minimum to 1-inch maximum diameter.
4. Embedded portion of ties to be 1-1/2 inches minimum from face of concrete after ends have been removed.
5. Provide ties with built-in waterstops in all walls that will be in contact with process liquid during plant operation.

2.2 STEEL REINFORCEMENT

A. Reinforcing Bars: ASTM A615, Grade 60, deformed.

B. Reinforcing Bars to Be Welded: ASTM A706.

C. Plain-Steel Welded Wire Fabric: ASTM A185, fabricated from as-drawn steel wire into flat sheets.

D. Smooth Dowel Bars: ASTM A615, grade 60 with metal end cap to allow longitudinal movement equal to joint width plus 1 inch.

2.3 REINFORCEMENT ACCESSORIES

A. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting and fastening reinforcing bars and welded wire fabric in place. Manufacture bar supports according to CRSI "Manual of Standard Practice" from steel wire, plastic or precast concrete of greater compressive strength than concrete, and as follows:

1. For concrete surfaces exposed to view where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected or CRSI Class 2 stainless-steel bar supports.

B. Adhesive Anchoring System: See Section 05 50 00 – Metal Fabrications.

C. Adhesive Anchoring System:

1. Similar to HVA adhesive anchor system by Hilti, Inc.

2. Provide adhesive capsules for anchoring reinforcing where indicated on Drawings. Embedment length as recommended by manufacturer or as indicated on Drawings.
3. Provide edge distance cover as recommended by manufacturers, or as indicated on Drawings, whichever is larger.

D. Rebar Mechanical Splicers:

1. Manufacturers:

a. Lenton Rebar Splicing by Erico, Inc.
b. Richmond dowel bar splicer system by Richmond Screw and Anchor Co., Inc.
c. Or approved equal.

2. Rebar mechanical splicer will develop in tension and compression a minimum of 125 percent of the yield strength of the rebar being spliced.

2.4 CONCRETE MATERIALS

A. Portland Cement: ASTM C150, Type I, Type I/II, Type II or Type V.

1. Type I Cement is not allowed for structures intended to contain liquid.

B. Fly Ash:

1. ASTM C618, Class C or F, including requirements of Table 1A.
2. Non-staining.
3. Suited to provide hardened concrete of uniform light gray color.
4. Maximum loss on ignition: 3 percent.
5. Maximum water requirement: 100 percent (as percent of control).
6. Fineness (maximum retained on No. 325 sieve): 25 percent.
7. R-Factor, $(CaO\ (\%) - 5)/(Fe_2O_3\ (\%))$: 3.2 maximum.
8. Compatible with other concrete ingredients and having no deleterious effects on the hardened concrete.
9. Produced by a source approved by the Georgia State Department of Transportation (GADOT).
10. Fly ash and cement type used will correspond to that upon which selection of concrete proportions was based in the submitted mix design.

C. Normal-Weight Aggregate: ASTM C33, modified as follows:

1. Fine Aggregate: Natural sand.
2. Coarse Aggregate Sieve Analysis:

a. Not more than 1/5 of narrowest dimension between sides of forms, 1/3 of depth of slabs, nor 3/4 of minimum clear spacing between reinforcing bars. The minimum sieve size used for coarse aggregate for the ASTM number noted is No. 4 sieve in order to accommodate nationwide conditions.
b. For lean concrete, concrete topping, and integral wearing course: ASTM C33, size number 8 (maximum 3/8 inch).
c. For footings, mat foundation slabs and grade beams: ASTM C33 size number 467 (maximum 1-1/2 inches) may be used.
d. For all **[other]** concrete: ASTM C33 size number 57 or 67 (maximum 1 inch or 3/4 inch).

3. Potential reactivity of aggregates will be determined in accordance with Appendix XI of ASTM C33.

D. Water: Potable and complying with ASTM C94.

2.5 ADMIXTURES

A. General: Admixtures certified by manufacturer to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material and to be compatible with other admixtures and cementitious materials. Do not use admixtures containing calcium chloride.

B. Air-Entraining Admixture: ASTM C260.

C. Water-Reducing Admixture: ASTM C494, Type A.

D. High-Range, Water-Reducing Admixture: ASTM C494, Type F.

E. Water-Reducing and Accelerating Admixture: ASTM C494, Type E.

F. Water-Reducing and Retarding Admixture: ASTM C494, Type D.

G. High-Range, Water-Reducing and Retarding Admixtures: ASTM C494, Type G.

2.6 FIBER REINFORCEMENT

A. Synthetic Fiber: Fibrillated polypropylene fibers engineered and designed for use in concrete, complying with ASTM C1116, Type III, 1/2 to 1-1/2 inches long.

1. Available Products:

a. Fibermesh; Fibermesh, Div. of Synthetic Industries.
b. Grace Fibers; W. R. Grace & Co., Construction Products Division.

c. Or approved equal.

2.7 WATERSTOPS

A. Virgin PVC Conforming to Corps of Engineers Specification CRD-C 572, for embedding in concrete to prevent passage of fluids through joints. Factory fabricate corners, intersections, and directional changes, leaving only straight butt splices for the field.

1. Manufacturers.

a. Greenstreak.
b. Bo-Metals.
c. W. R. Meadows, Inc.
d. Or approved equal.

2. In expansion joints:

a. 9 inches wide by 3/8-inch-thick tear web type waterstop.
b. 2 inches minimum horizontal movement without rupturing.

3. In all **[other]** joints unless noted otherwise on Drawings:

a. 6 inches wide by 3/8-inch-thick bulb type.

4. As indicated on the plan:

a. 4 inches wide by 3/16-inch-thick bulb type.

5. Provide hog rings or grommets at maximum 12 inches o.c. along the length of the waterstop.

B. Strip Type Waterstops: Manufactured rectangular strip, non-bentonite, hydrophylic material for adhesive bonding to concrete.

1. Products:

a. Hydrotite; Greenstreak.
b. Ultra Seal; Adeka.
c. Or approved equal.

C. Thermo Plastic Elastomeric Rubber Waterstops:

1. Manufacturers:

a. Wes-Tec Barrier Technologies

b. Or approved equal.

2. 4 inches wide by 3/16-inch-thick bulb type, Model No. TPE-618.

2.8 VAPOR BARRIERS

A. ASTM E1745, Class C, of one of the following materials; or polyethylene sheet, ASTM D4397, not less than 10 milsthick:

1. Nonwoven, polyester-reinforced, polyethylene coated sheet; 10 mils thick.

2.9 FLOOR AND SLAB TREATMENTS

A. Penetrating Liquid Floor Treatment: Chemically reactive, waterborne solution of inorganic silicate or siliconate materials and proprietary components; odorless; colorless; that penetrates, hardens and densifies concrete surfaces.

B. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:

1. Penetrating Liquid Floor Treatment:

a. Day-Chem Sure Hard; Dayton Superior Corporation.
b. Euco Diamond Hard; Euclid Chemical Co.
c. Seal Hard; L&M Construction Chemicals, Inc.

2.10 CURING MATERIALS

A. For water treatment facilities provide materials that are NSF 61 approved where applicable.

B. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.

C. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 ounces per square yard dry.

D. Moisture-Retaining Cover: ASTM C171, polyethylene film or white burlap-polyethylene sheet.

E. Water: Potable.

F. Clear, Solvent-Borne, Membrane-Forming Curing Compound: ASTM C309, Type 1, Class B.

G. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:

1. Evaporation Retarder:

a. Confilm; Master Builders, Inc
b. E-Con; L&M Construction Chemicals, Inc.
c. Eucobar; Euclid Chemical Co.

2. Clear, Solvent-Borne, Membrane-Forming Curing Compound:

a. CS-309; W. R. Meadows, Inc
b. Diamond Clear; Euclid Chemical Co.
c. L&M Dress & Seal 18; L&M Construction Chemicals, Inc.

2.11 RELATED MATERIALS

A. Epoxy Joint Filler Strips: ASTM D1751, asphalt-saturated cellulosic fiber.

B. Epoxy Joint Filler: Two-component, semi-rigid, 100 percent solids, epoxy resin with a Shore A hardness of 80 per ASTM D2240.

C. Epoxy-Bonding Adhesive: ASTM C881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class and grade to suit requirements, and as follows:

1. Type II, non-load bearing, for bonding freshly mixed concrete to hardened concrete.
2. Types I and II, non-load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.
3. Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

2.12 REPAIR MATERIALS

A. For water treatment facilities provide materials that are NSF 61 approved where applicable.

B. Repair Topping: Traffic-bearing, cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/4 inch.

1. Cement Binder: ASTM C150, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C219.
2. Primer: Product of topping manufacturer recommended for substrate, conditions, and application.

3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand as recommended by topping manufacturer.
4. Compressive Strength: Not less than 5,700 psi at 28 days when tested according to ASTM C109.

C. Patching Mortar: Mix dry-pack patching mortar, consisting of one part portland cement to two and one-half parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.

2.13 CONCRETE MIXES

A. Prepare design mixes for each type and strength of concrete determined by either laboratory trial mix or field test data bases, as follows:

1. Proportion normal-weight concrete according to ACI 211.1 and ACI 301.

B. Use a qualified independent testing agency for preparing and reporting proposed mix designs for the laboratory trial mix basis.

C. All concrete to be normal weight concrete.

D. Minimum 28-day compressive strengths:

1. Sidewalks, concrete fill and lean concrete: 3,000 psi
2. Mud slab and concrete for backfill: 2,000 psi.
3. All **[other]** concrete: 4,000 psi
4. Slump: 4 inches maximum, 1 inch minimum. **[Mud slab will have no maximum slump.]**
5. Provide additional water at ready mix plant for concrete that is to be pumped to allow for slump loss due to pumping. Provide only enough additional water so that slump of concrete at discharge end of pump hose does not exceed maximum slump and maximum water/cement ratio specified.
6. Maximum slump for concrete containing high-range water-reducing admixture: 8 inches after admixture is added to concrete with 2- to 4-inch slump.

E. Normal weight concrete minimum cement contents and maximum water cement ratios:

Specified Strength (psi)	Minimum Cement (Lbs/CY)	Maximum Water/Cement Ratio by Weight
2,000	235*	-
3,000	517*	0.50
4,000	611*	0.45

* If fly ash is proposed for use, the weight of fly ash plus weight of portland cement will equal these values.

F. Cementitious Materials: Limit percentage by weight of cementitious materials other than portland cement in concrete as follows:

1. Fly Ash:

   a. For cast-in-place concrete only, a maximum of 25 percent by weight of portland cement content per cubic yard may be replaced with fly ash at a rate of 1 pound fly ash for 1 pound cement.
   b. If fly ash is used, the water to fly ash plus cement ratio does not exceed the maximum water cement ratio specified in this Section.

G. Air Content: Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having an air content as follows within a tolerance of plus 1 or minus 1.5 percent, unless otherwise indicated:

1. 5.5 percent for 1-1/2-inch nominal maximum aggregate size.
2. 6 percent for 1-inch nominal maximum aggregate size.
3. 0 percent for mud slabs.

H. Do not air entrain concrete to trowel-finished interior floors and suspended slabs. Do not allow entrapped air content to exceed 3 percent.

I. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.

J. Synthetic Fiber: Uniformly disperse in concrete mix at manufacturer's recommended rate, but not less than 1.5 pounds per cubic yard.

1. Fibers to be used in concrete fill and where indicated on Drawings.

K. Admixtures: Use admixtures according to manufacturer's written instructions.

1. Use water-reducing admixture or high-range water-reducing admixture (superplasticizer) in concrete, as required, for placement and workability.
2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.

2.14 FABRICATING REINFORCEMENT

A. Fabricate steel reinforcement according to CRSI "Manual of Standard Practice."

2.15 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C94 and ASTM C1116, and furnish batch ticket information.

1. When air temperature is between 85 and 90 degrees F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 degrees F, reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 FORMWORK

A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until concrete structure can support such loads.

B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.

C. Limit concrete surface irregularities, designated by ACI 347R as abrupt or gradual, as follows:

1. Class B, 1/4 inch.

D. Construct forms to prevent loss of concrete mortar.

E. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical. Kerf wood inserts for forming keyways, reglets, recesses, and the like, for easy removal.

1. Do not use rust-stained steel form-facing material.

F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.

G. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.

H. Chamfer exterior corners and edges of permanently exposed concrete.

I. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.

J. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, soil, and other debris just before placing concrete.

K. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.

L. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.2 EMBEDDED ITEMS

A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

1. Install anchor bolts, accurately located, to elevations required.

3.3 REMOVING AND REUSING FORMS

A. General: Formwork, for sides of beams, walls, columns, and similar parts of the Work, that does not support weight of concrete may be removed after cumulatively curing at not less than 50 degrees F for 24 hours after placing concrete provided concrete is hard enough to not be damaged by form-removal operations, and provided curing and protection operations are maintained.

B. Leave formwork, for beam soffits, joists, slabs, and other structural elements, that supports the weight of concrete in place until concrete has achieved the following:

1. Age of 4 days and at least 70 percent of 28-day design compressive strength.

a. Determine compressive strength of in-place concrete by testing representative field or laboratory-cured test specimens according to ACI 301.

2. Remove forms only if shores have been arranged to permit removal of forms without loosening or disturbing shores.

C. Clean and repair surfaces of forms to be reused in the Work. Do not use split, frayed, delaminated, or otherwise damaged form-facing material for exposed surfaces.

D. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Apply new form-release agent. Do not use patched forms for exposed concrete surfaces unless approved by Engineer.

3.4 VAPOR BARRIERS

A. Vapor Barrier: Install a continuous vapor barrier under all building floor slabs-on-grade.

B. Place, protect and repair vapor barrier sheets according to ASTM E1643 and manufacturer's written instructions.

C. Cover vapor barrier with 4-inch layer of sand, moisten, and compact with mechanical equipment to elevation tolerances of plus 0 inchor minus 3/4 inch.

3.5 STEEL REINFORCEMENT

A. General: Comply with CRSI "Manual of Standard Practice" for placing reinforcement.

1. Do not cut or puncture vapor barrier. Repair damage and reseal vapor barrier before placing concrete.

B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials.

C. Accurately position, support and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.

D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.

E. Install welded wire fabric in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.

3.6 JOINTS

A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.

B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Engineer.

1. Place joints perpendicular to reinforcement. Continue reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs.
2. Provide roughened construction joints at all horizontal wall base construction joints as a minimum.

    a. Clean the previously hardened concrete interface and remove all laitance.
    b. Intentionally roughen the interface to a full amplitude of 1/4 inch.
    c. Provide recessed flat surface as required to install strip type waterstops.

3. Contractor may provide continuous keyways as an alternate to roughened joints specified above at all other construction joints. Construction joint keyways will have the following dimensions, unless shown otherwise on Drawings or directed otherwise by Engineer.

    a. Construction joint keyways in walls:

        1) Keyway width, not less than 1/3 and not more than 1/2 the wall thickness measured perpendicular to wall faces.
        2) Keyway depth to be not less than 1-1/2 inches.
        3) Place keyway in wall center unless shown otherwise on Drawings.

    b. Construction joint keyways in footings, foundations, base slabs, and structural or elevated slabs:

        1) Keyway height not less than 1/3 and not more than 1/2 the footing or slab thickness.
        2) Keyway depth not less than 1-1/2 inches.
        3) Keyway in footing or slab center unless shown otherwise on Drawings.

c. Construction joint keyways in beams:

1) Keyway height not less than 1/3 and not more than 1/2 the beam depth.
2) Keyway depth not less than 1-1/2 inches.
3) Keyway in beam center unless shown otherwise on Drawings.

4. Form from preformed galvanized steel, plastic keyway-section forms, or bulkhead forms with keys, unless otherwise indicated. Embed keys at least 1-1/2 inches into concrete.
5. Locate joints for beams, slabs, joists, and girders in the middle third of spans. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.
6. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings or floor slabs.
7. Construction joint spacing:

a. General - Structures not intended to contain liquid:

1) Wall vertical construction joints:

a) 60 feet maximum centers.
b) At wall intersections, 30 feet maximum from corner.

2) Wall horizontal construction joints: 20- to 25-foot centers.
3) Base slab, floor and roof slab construction joints:

a) Placements to be approximately square and not to exceed 3,500 square feet.
b) Maximum side dimension of a slab pour to be 80 feet.

b. Structures intended to contain liquids:

1) Wall vertical construction joints:

a) 30-foot maximum centers.
b) At wall intersections, 15 feet maximum from corner.

2) Wall horizontal construction joints: 10- to 15-foot centers.
3) Base slab, floor, and roof slab construction joints:

a) Placements to be approximately square and not to exceed 2,000 square feet.
b) Maximum side dimension of a slab pour to be 60 feet.

8. Space vertical joints in walls as indicated. Locate joints beside piers integral with walls, near corners, and in concealed locations where possible.
9. Use epoxy-bonding adhesive at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least 1/4 of concrete thickness, as follows:

1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch-wide joints into concrete when cutting action will not tear, abrade or otherwise damage surface and before concrete develops random contraction cracks.

3.7 WATERSTOPS

A. Flexible Waterstops: Install construction joints as indicated to form a continuous diaphragm. Install in longest lengths practicable. Support and protect exposed waterstops during progress of Work. Field-fabricate joints in waterstops according to manufacturer's written instructions.

B. Self-Expanding Strip Waterstops: Install in construction joints and at other locations indicated, according to manufacturer's written instructions, bonding or mechanically fastening and firmly pressing into place. Install in longest lengths practicable.

3.8 CONCRETE PLACEMENT

A. Before placing concrete, verify that installation of formwork, reinforcement and embedded items is complete and that required inspections have been performed.

B. Do not add water to concrete during delivery at Project site or during placement, unless approved by Engineer.

1. Do not add water to concrete after adding high-range water-reducing admixtures to mix.

C. Deposit concrete continuously or in layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as specified. Deposit concrete to avoid segregation.

D. Deposit concrete in forms in horizontal layers no deeper than 24 inches and in a manner to avoid inclined construction joints. Place each layer while preceding layer is still plastic, to avoid cold joints.

1. Consolidate placed concrete with mechanical vibrating equipment. Use equipment and procedures for consolidating concrete recommended by ACI 309R.
2. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations no farther than the visible effectiveness of the vibrator. Place vibrators to rapidly penetrate placed layer and at least 6 inches into proceeding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mix constituents to segregate.

E. Deposit concrete as nearly as practicable in its final position to avoid segregation.

1. Maximum free fall: 5 feet.
2. Free fall exceeding 5 feet:

    a. Place concrete by means of hopper, elephant trunk or tremie pipe extending down to within 5 feet of surface placed upon.

F. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.

1. Consolidate concrete during placement operations so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
2. Maintain reinforcement in position on chairs during concrete placement.
3. Screed slab surfaces with a straightedge and strike off to correct elevations.
4. Slope surfaces uniformly to drains where required.
5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, free of humps or hollows, before excess moisture or bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.

G. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

1. When air temperature has fallen or is expected to fall below 40 degrees F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 degrees F and not more than 80 degrees F at point of placement.
2. Do not use frozen materials or materials containing ice or snow. Do not place

concrete on frozen subgrade or on subgrade containing frozen materials.

3. Do not use calcium chloride, salt or other materials containing antifreeze agents or chemical accelerators, unless otherwise specified and approved in mix designs.

H. Hot-Weather Placement: Place concrete according to recommendations in ACI 305R and as follows, when hot-weather conditions exist:

1. Cool ingredients before mixing to maintain concrete temperature below 90 degrees F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots or dry areas.

3.9 FINISHING FORMED SURFACES

A. Ordinary Finish: Finish resulting directly from formwork for surfaces that will be hidden from view by earth, submergence in water or sewage or subsequent construction.

1. Patch honeycombing, stone pockets, form ties, spalls, and other irregularities as specified and cure.
2. Where joint marks or fins on submerged surfaces exceed 1/4 inch, grind smooth.

B. Smooth Finish: Interior concrete surfaces permanently exposed to view, interior surface of tanks exposed to view extending 1 foot, 6 inches below liquid level, and concrete surfaces scheduled to be painted.

1. After removal of forms, patch or point up defects as specified and cure.
2. Grind joint marks and fins smooth with adjacent surface. Remove oil stains and rinse surface.
3. After grinding and cleaning, dampen concrete and paint entire surface with cement grout. Work cement grout into surface with cork or other suitable float. When grout has set to the extent that it will not be pulled out of holes or depressions, brush off surface with dry burlap or carpet.
4. Prepare surfaces to be painted in accordance with Section 09 90 00 - Painting and paint manufacturer’s requirements.

C. Rubbed Finish: Exterior cast-in-place concrete surfaces permanently exposed to view extending to 1 foot, 6 inches below finish grade or liquid level.

1. After removal of forms, patch or point up defects as specified and cure.
2. Remove joint marks, fins and stains as described for smooth finish.
3. Apply heavy coat of finishing grout. After first coat has set, apply second coat. When second coat has set, float to uniform texture.
4. Follow manufacturer's written instructions for finishing concrete.
5. Finish color will be gray.

D. Related Unformed Surfaces: At tops of walls, horizontal offsets and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

3.10 FINISHING FLOORS AND SLABS

A. General: Comply with recommendations in ACI 302.1R for screeding, restraightening, and finishing operations for concrete surfaces. Eliminate high and low places, bring floors to required finish elevations, and slope uniformly to drains. Do not wet concrete surfaces or dust surface with dry cement or sand during finishing processes.

B. Scratch Finish: Apply scratch finish to surfaces indicated and to surfaces to receive concrete floor topping or mortar setting beds for ceramic or quarry tile, portland cement terrazzo, and other bonded cementitious floor finishes.

1. While still plastic, texture concrete surface that has been screeded and bull-floated or darbied. Use stiff brushes, brooms or rakes.

C. Float Finish: Apply float finish to surfaces indicated, to surfaces to receive trowel finish, submerged and buried slabs, and to floor and slab surfaces to be covered with fluid-applied or sheet waterproofing, built-up or membrane roofing, or sand-bed terrazzo.

1. Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power driven floats. Restraighten, cut down high spots, and fill low spots. Repeat float passes and re-straightening until surface is left with a uniform, smooth, granular texture.
2. Finish surfaces to the following tolerances, measured within 24 hours according to ASTM E1155:

    a. Specified overall values of flatness, F_F 20; and levelness, F_L 15; with minimum local values of flatness, F_F 15; and levelness, F_L 10.

D. Trowel Finish: Apply a trowel finish to surfaces indicated and to floor and slab surfaces exposed to view or to be covered with resilient flooring, carpet, ceramic, or quarry tile set over a cleavage membrane, paint or another thin film-finish coating system.

1. After applying float finish, apply first trowel finish and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings, if applicable.
2. Finish surfaces to the following tolerances, measured within 24 hours according to ASTM E1155 for a randomly trafficked floor surface:

    a. Specified overall values of flatness, F_F 30; and levelness, F_L 20; with minimum local values of flatness, F_F 20; and levelness, F_L 13.

E. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, sidewalks, and elsewhere as indicated.

1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Engineer before application.

3.11 MISCELLANEOUS CONCRETE ITEMS

A. Filling In: Fill in holes and openings left in concrete structures, unless otherwise indicated, after work of other trades is in place. Mix, place and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete Work.

B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.

C. Equipment Bases and Foundations: Provide machine and equipment bases and foundations as shown on Drawings. Set anchor bolts for machines and equipment at correct elevations, complying with diagrams or templates of manufacturer furnishing machines and equipment.

3.12 CONCRETE PROTECTION AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and with recommendations in ACI 305R for hot-weather protection during curing.

B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 pound per square feet by height before and during finishing operations. Apply according to

manufacturer's written instructions after placing, screeding and bull floating or darbying concrete, but before float finishing.

C. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing by one or a combination of the methods indicated for unformed surfaces.

D. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces by one or a combination of the following methods:

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:

    a. Water.
    b. Continuous water-fog spray.
    c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.

2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

    a. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive floor coverings.
    b. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive penetrating liquid floor treatments.
    c. Cure concrete surfaces to receive floor coverings with either a moisture-retaining cover or a curing compound that the manufacturer recommends for use with floor coverings.

3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.
4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

3.13 LIQUID FLOOR TREATMENTS

A. Penetrating Liquid Floor Treatment: Prepare, apply and finish penetrating liquid floor treatment according to manufacturer's written instructions to all building floor slabs.

1. Remove curing compounds, sealers, oil, dirt, laitance, and other contaminants and complete surface repairs.
2. Do not apply to concrete that is less than seven days old.
3. Apply liquid until surface is saturated, scrubbing into surface until a gel forms; rewet; and repeat brooming or scrubbing. Rinse with water; remove excess material until surface is dry. Apply a second coat in a similar manner if surface is rough or porous.

3.14 JOINT FILLING

A. Prepare, clean, and install joint filler according to manufacturer's written instructions.

1. Defer joint filling until concrete has aged at least six months. Do not fill joints until construction traffic has permanently ceased.

B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints. Leave contact faces of joint clean and dry.

C. Install semi-rigid epoxy joint filler full depth in saw-cut joints and at least 2 inches deep in formed joints. Overfill joint and trim joint filler flush with top of joint after hardening.

3.15 CONCRETE SURFACE REPAIRS

A. Defective Concrete: Repair and patch defective areas when approved by Engineer. Remove and replace concrete that cannot be repaired and patched to Engineer's approval.

B. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.

1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch in any dimension in solid concrete but not less than 1 inch in depth. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement so that, when dry, patching mortar will match surrounding color. Patch a test area at inconspicuous locations to verify mixture

and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.

3. Repair defects on concealed formed surfaces that affect concrete durability and structural performance as determined by Engineer.

C. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.

1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing, and cracks in excess of 0.01 inchwide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
2. After concrete has cured at least 14 days, correct high areas by grinding.
3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.
4. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch to match adjacent floor elevations. Prepare, mix and apply repair topping and primer according to manufacturers written instructions to produce a smooth, uniform plane and level surface.
5. Repair defective areas, except random cracks and single holes 1 inch or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least 3/4-inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mix as original concrete except without coarse aggregate. Place, compact and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
6. Repair random cracks and single holes 1 inch or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.

D. Perform structural repairs of concrete, subject to Engineer's approval, using epoxy adhesive and patching mortar.

E. Repair materials and installation not specified above may be used, subject to Engineer's approval.

3.16 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to sample materials, perform tests and submit test reports during concrete placement. Sampling and testing for quality control may include those specified in this Article.

B. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C172 will be performed according to the following requirements:

1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mix exceeding 5 cubic yards, but less than 25 cubic yards, plus one set for each additional 50 cubic yards or fraction thereof.
2. Slump: ASTM C143; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mix. Perform additional tests when concrete consistency appears to change.
3. Air Content: ASTM C231, pressure method, for normal-weight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mix.
4. Concrete Temperature: ASTM C1064; one test hourly when air temperature is 40 degrees F and below and when 80 degrees F and above, and one test for each composite sample.
5. Compression Test Specimens: ASTM C31.

    a. Cast and laboratory cure one set of four standard cylinder specimens for each composite sample.
    b. Cast and field cure one set of four standard cylinder specimens for each day’s pour of each concrete mix.

6. Compressive-Strength Tests: ASTM C39.

    a. Test one specimen at 7 days and two at 28 days with one spare.
    b. A compressive-strength test will be the average compressive strength from two specimens obtained from same composite sample and tested at age indicated.
    c. Spare specimen may be destroyed three months after acceptance of test results.

C. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor will evaluate operations and provide corrective procedures for protecting and curing in-place concrete.

D. Strength of each concrete mix will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.

E. Test results will be reported in writing to Engineer, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests will contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in work, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.

F. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer but will not be used as sole basis for approval or rejection of concrete.

G. Additional Tests: Testing and inspecting agency will make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Engineer. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C42 or by other methods as directed by Engineer.

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

A. Types of grouting include the following:

1. Sand-cement grout.
2. Non-shrink grout.
3. Epoxy grout.

1.2 SUBMITTALS

A. Shop Drawings:

1. Product technical data including:

a. Acknowledgement that products submitted meet requirements of standards referenced.
b. Manufacturer's instructions.
c. Manufacturer and type of proposed grout and grout cure/seal compound.

1.3 QUALITY ASSURANCE

A. Grouting materials and procedures shall be in accordance with the Grouting Handbook published by the United States Grout Corporation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Subject to compliance with the Contract Documents, the following manufacturers are acceptable:

1. Non-shrink grout:

a. L & M Construction Chemicals, Inc.
b. Master Builders.
c. Sika Corporation.
d. U. S. Grout.

2. Epoxy grout:

a. Ceilcote.
b. Sika Corporation.
c. U. S. Grout.

2.2 MATERIALS

A. Sand-cement grout:

1. Approximately 3 parts sand, 1 part Portland cement, 6±1 percent entrained air and water to produce a slump, which allows grout to completely fill required areas and surround adjacent reinforcing.

a. Provide sand, Portland cement and water in accordance with requirements of Section 03 30 00 – Cast-in-Place Concrete.

2. Minimum 28-day compressive strength: 3,000 psi.

B. Non-shrink grout:

1. Non-shrink, non-metallic, non-corrosive, and non-staining.
2. Premixed with only water to be added in accordance with manufacturer's instructions at jobsite.
3. Grout to produce a positive but controlled expansion. Mass expansion shall not be created by gas liberation or by other means.
4. Minimum 28-day compressive strength: 6,500 psi.
5. Master Builders "Special LL-713 Grout"; U. S. Grout "Five Star Grout"; L & M "Crystex"; Sika Corporation "Sika Grout 212"; or approved equal.
6. In accordance with CRD-C621.

C. Epoxy grout:

1. Three-component epoxy resin system:

a. Two liquid epoxy components.
b. One inert aggregate filler component.

2. Adhesive:

a. Ceilcote "HT648" grout.
b. Sika "Sikadur Hi-Mod."
c. U. S. Grout "Five Star Epoxy Grout."
d. Or approved equal.

3. Aggregate:

a. Ceilcote "HT648."
b. Sika aggregate.
c. U. S. Grout aggregate.
d. Or approved equal.

4. Aggregate manufacturer shall be the same as the adhesive manufacturer.
5. The aggregate shall be compatible with the adhesive.
6. Each component furnished in separate package for mixing at jobsite.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Grout Installation:

1. Sand-cement grout:

a. Fill keyways between precast units with sand-cement grout.
b. Consolidate grout by rodding or by other means to assure complete filling of keyways.
c. Cure in accordance with Section 03 30 00 – Cast-in-Place Concrete.

2. Non-shrink grout:

a. Clean concrete surface to receive grout.
b. Install appropriate shims and/or leveling nuts before grouting under base plates and equipment.
c. Saturate concrete with water for 24 hours prior to grouting.
d. Mix in a mechanical mixer.
e. Use no more water than necessary to produce flowable grout.
f. Place in accordance with manufacturer's instructions.
g. Provide under beam, column and equipment base plates and in other locations indicated on the Drawings.
h. Completely fill all spaces and cavities below the top of base plates.
i. Provide forms where base plates and bed plates do not confine grout.
j. Where exposed to view, finish grout edges smooth.
k. Except where a slope is indicated on the Drawings, finish edges flush at the base plate, bed plate, member, or piece of equipment.
l. Cure in accordance with requirements of the grout manufacturer.

3. Epoxy grout:

a. Mix and place in accordance with manufacturer's instructions.
b. Apply only to clean, dry, sound surface.

c. Completely fill all cavities and spaces around dowels and anchors without voids.
d. Grout base and bed plates as specified for non-shrink grout.
e. Obtain manufacturer's field technical assistance as required to assure proper placement.
f. Cure in accordance with requirements of the grout manufacturer.

3.2 SCHEDULES

A. Grout schedule of use:

1. Sand-cement grout:

a. Fill keyways in precast units.
b. General use.

2. Non-shrink grout:

a. Filling form tie holes.
b. Under column and beam base plates.
c. Grouting of equipment base plates where driving motor is below 500 HP.
d. Other uses indicated on the Drawings.

3. Epoxy grout:

a. Patching cavities in concrete.
b. Grouting of dowels and anchor bolts into existing concrete.
c. Grouting of equipment base plates where driving motor is 500 HP and above.
d. Other uses indicated on the Drawings.

END OF SECTION

SECTION 04 20 00

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes unit masonry assemblies consisting of the following:

1. Face brick.
2. Building (common) brick.
3. Mortar.
4. Ties and anchors.
5. Embedded flashing.
6. Cavity wall insulation.
7. Cavity drainage material.
8. Miscellaneous masonry accessories.

B. Products installed but not furnished under this Section include the following:

1. Steel lintels and miscellaneous metal fabrications for unit masonry, furnished under Section 05 50 00 - Metal Fabrications.
2. Hollow-metal frames in unit masonry openings, furnished under Section 08 11 13 – Hollow Metal Doors and Frames.

1.2 SUBMITTALS

A. Product Data: For each different masonry unit, accessory, and other manufactured product specified.

B. Samples:

1. Unit Masonry Samples in small-scale form showing the full range of colors and textures available for each different exposed masonry unit required.
2. Colored Mortar Samples showing the full range of colors available.

C. Qualification Data: For firms and persons specified in "Quality Assurance" Article.

D. Material Certificates: Signed by manufacturers certifying that each of the following items complies with requirements:

1. Each type of masonry unit required.

a. Include size-variation data for brick, verifying that actual range of sizes falls within specified tolerances.
b. Include test data, measurements, and calculations establishing net-area compressive strength of masonry units.

c. Include certificates of tested fire ratings on concrete masonry units to be used in firewalls or at rated conditions.

2. Each cement product required for mortar, including name of manufacturer, brand, type, and weight slips at time of delivery.
3. Each combination of masonry unit type and mortar type. Include statement of net-area compressive strength of masonry units, mortar type, and net-area compressive strength of masonry determined according to Tables 1 and 2 in ACI 530.1/ASCE 6/TMS 602.
4. Each type and size of anchor, tie, and metal accessory.

E. Cold-Weather Procedures: Detailed description of methods, materials, and equipment to be used to comply with cold-weather requirements.

1.3 QUALITY ASSURANCE

A. Source Limitations for Masonry Units: Obtain exposed masonry units of a uniform texture and color, or a uniform blend within the ranges accepted for these characteristics, through one source from a single manufacturer for each product required.

B. Source Limitations for Mortar Materials: Obtain mortar ingredients of a uniform quality, including color for exposed masonry, from one manufacturer for each cementitious component and from one source or producer for each aggregate.

C. Fire-Resistance Ratings: Where indicated, provide materials and construction identical to those of assemblies with fire-resistance ratings determined per ASTM E119 by a testing and inspecting agency, by equivalent concrete masonry thickness, or by another means, as acceptable to authorities having jurisdiction.

D. Sample Panels: Before installing unit masonry, build sample panels using materials indicated for the completed Work to verify selections made under sample Submittals and to demonstrate aesthetic effects. Build sample panels for each type of exposed unit masonry assembly in sizes approximately 48 inches long by 48 inches high by full thickness.

1. Locate panels in the locations as directed by Engineer.
2. Clean exposed faces of panels with masonry cleaner indicated.
3. Protect approved sample panels from the elements with weather-resistant membrane.
4. Maintain sample panels during construction in an undisturbed condition as a standard for judging the completed Work.
5. Approval of sample panels is for color, texture, and blending of masonry units; relationship of mortar and sealant colors to masonry unit colors; tooling of joints; aesthetic qualities of workmanship; and other material and construction qualities specifically approved by Engineer in writing.

a. Approval of sample panels does not constitute approval of deviations from the Contract Documents contained in sample panels, unless such deviations are specifically approved by Engineer in writing.

6. Demolish and remove sample panels when directed.

E. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Section 01 31 00 – Project Management and Coordination.

1.4 DELIVERY, STORAGE AND HANDLING

A. Store masonry units on elevated platforms in a dry location. If units are not stored in an enclosed location, cover tops and sides of stacks with waterproof sheeting, securely tied. If units become wet, do not install until they are dry.

B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.

C. Store aggregates where grading and other required characteristics can be maintained and contamination avoided.

D. Store masonry accessories, including metal items, to prevent corrosion and accumulation of dirt and oil.

1.5 PROJECT CONDITIONS

A. Protection of Masonry: During construction, cover tops of walls, projections, and sills with waterproof sheeting at end of each day's work. Cover partially completed masonry when construction is not in progress.

1. Extend cover a minimum of 24 inches down both sides and hold cover securely in place.
2. Where one wythe of multiwythe masonry walls is completed in advance of other wythes, secure cover a minimum of 24 inches down face next to unconstructed wythe and hold cover in place.

B. Do not apply uniform floor or roof loads for at least 12 hours and concentrated loads for at least 3 days after building masonry walls or columns.

C. Stain Prevention: Prevent grout, mortar, and soil from staining the face of masonry to be left exposed or painted. Immediately remove grout, mortar, and soil that come in contact with such masonry.

1. Protect base of walls from rain-splashed mud and from mortar splatter by coverings spread on ground and over wall surface.
2. Protect sills, ledges, and projections from mortar droppings.

3. Protect surfaces of window and door frames, as well as similar products with painted and integral finishes, from mortar droppings.
4. Turn scaffold boards near the wall on edge at the end of each day to prevent rain from splashing mortar and dirt onto completed masonry.

D. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.

1. Cold-Weather Cleaning: Use liquid cleaning methods only when air temperature is 40 degrees F and above and will remain so until masonry has dried, but not less than 7 days after completing cleaning.

E. Hot-Weather Requirements: Protect unit masonry work when temperature and humidity conditions produce excessive evaporation of water from mortar and grout. Provide artificial shade and wind breaks and use cooled materials as required.

1. When ambient temperature exceeds 100 degrees F, or 90 degrees F with a wind velocity greater than 8 mph, do not spread mortar beds more than 48 inches ahead of masonry. Set masonry units within one minute of spreading mortar.

PART 2 - PRODUCTS

2.1 MASONRY UNITS - GENERAL

A. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to exceed tolerances and to contain chips, cracks or other defects exceeding limits stated in the standard. Do not use units where such defects, including dimensions that vary from specified dimensions by more than stated tolerances, will be exposed in the completed Work or will impair the quality of completed masonry.

2.2 BRICK

A. General: Provide shapes indicated and as follows for each form of brick required:

1. Provide units without cores or frogs and with exposed surfaces finished for ends of sills and caps and for similar applications that would otherwise expose unfinished brick surfaces.

B. Provide special shapes for applications requiring brick of size, form, color, and texture on exposed surfaces that cannot be produced by sawing.

1. Provide special shapes and/or solids for applications where stretcher units

cannot accommodate special conditions, including those at corners, movement joints, bond beams, sashes, lintels, and arches.

2. Provide special shapes and/or solids for applications where shapes produced by sawing would result in sawed surfaces being exposed to view.

C. Face Brick: ASTM C216, Grade SW, Type FBS, and as follows:

1. Unit Compressive Strength: Provide units with minimum average net-area compressive strength of 3000 psi.
2. Initial Rate of Absorption: Less than 20g per 30 square inches per minute when tested per ASTM C67.
3. Efflorescence: Provide brick that has been tested according to ASTM C67 and is rated "not effloresced."
4. Size: Manufactured to the following actual dimensions:

    a. Modular: 3-1/2 to 3-5/8 inches wide by 2-1/4 inches high by 7-1/2 to 7-5/8 inches long.

5. Application: Use where brick is exposed, unless otherwise indicated.
6. Color and Texture: To be selected by Engineer. In general, brick to match existing brick on existing UV Building B, but color selection to be made as determined by Engineer (“Old Plantation Red”; Statesville Brick Company).
7. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:

    a. Statesville Brick Co.
    b. Boral Bricks, Inc.
    c. Lee Brick Co.
    d. Palmetto Brick Co.
    e. Richtex Brick.

D. Building (Common) Brick: ASTM C62, Grade SW, and as follows:

1. Unit Compressive Strength: Provide units with minimum average net-area compressive strength of 3000 psi.
2. Size: Manufactured to the following actual dimensions:

    a. Match size specified for face brick.

3. Application: Use where brick is indicated for concealed locations. Face brick complying with requirements for grade, compressive strength, and size indicated for building brick may be substituted for building brick.

2.3 MORTAR MATERIALS

A. Portland Cement: ASTM C150, Type I or II, except Type III may be used for cold-weather construction. Provide natural color as required to produce mortar color indicated.

B. Hydrated Lime: ASTM C207, Type S.

C. Portland Cement-Lime Mix: Packaged blend of Portland cement complying with ASTM C150, Type I or Type III, and hydrated lime complying with ASTM C207.

D. Mortar Cement: ASTM C1329.

E. Masonry Cement: ASTM C91, Type S.

1. For pigmented mortar, use a colored cement formulation as required to produce the color indicated or, if not indicated, as selected from manufacturer's standard formulations.

    a. Pigments shall not exceed 10 percent of Portland cement by weight for mineral oxides nor 2 percent for carbon black.

F. Aggregate for Mortar: ASTM C144; Use aggregate graded with 100 percent passing the No. 16 sieve.

G. Mortar Pigments: Natural and synthetic iron oxides and chromium oxides, compounded for use in mortar mixes. Use only pigments with a record of satisfactory performance in masonry mortar.

H. Cold-Weather Admixture: Non-chloride, noncorrosive, accelerating admixture complying with ASTM C494, Type C, and recommended by the manufacturer for use in masonry mortar of composition indicated.

I. Water-Repellent Admixture: Liquid water-repellent mortar admixture intended for use with concrete masonry units, containing integral water repellent by same manufacturer.

J. Water: Potable.

K. Products: Subject to compliance with requirements, provide one of the following:

1. Colored Portland Cement-Lime Mix:

    a. Eaglebond; Blue Circle Cement.
    b. Color Mortar Blend; Glen-Gery Corporation.
    c. Rainbow Mortamix Custom Color Cement/Lime; Holnam, Inc.
    d. Centurion Colorbond PL; Lafarge Corporation.

e. Lehigh Custom Color Portland/Lime; Lehigh Portland Cement Co.
f. Riverton Portland Cement Lime Custom Color; Riverton Corporation (The).

2. Colored Mortar Cement:

a. Magnolia Superbond Mortar Cement; Blue Circle Cement.

3. Colored Masonry Cement:

a. Holcim Mortar Mix Masonry Cement.
b. Brixment-in-Color; Essroc Materials, Inc.
c. Rainbow Mortamix Custom Color Masonry Cement; Holnam, Inc.

4. Mortar Pigments:

a. True Tone Mortar Colors; Davis Colors.
b. Centurion Pigments; Lafarge Corporation.
c. SGS Mortar Colors; Solomon Grind-Chem Services, Inc.

5. Cold-Weather Admixture:

a. Accelguard 80; Euclid Chemical Co.
b. Morseled; W. R. Grace & Co., Construction Products Division.
c. Trimix-NCA; Sonneborn, Div. of ChemRex, Inc.

2.4 TIES AND ANCHORS, GENERAL

A. General: Provide ties and anchors, specified in subsequent articles, made from materials that comply with this Article, unless otherwise indicated.

B. Hot-Dip Galvanized Carbon-Steel Wire: ASTM A82; with ASTM A153, Class B-2 coating.

C. Galvanized Corrugated Steel Sheet: ASTM A653/A 653M, G60, commercial-quality, steel sheet zinc coated by hot-dip process on continuous lines before fabrication.

D. Adjustable Anchors for Connecting to Structure: Provide anchors that allow vertical or horizontal adjustment but resist tension and compression forces perpendicular to plane of wall.

1. Tie Section for Concrete: Corrugated metal ties with dovetail tabs for inserting into dovetail slots in concrete and sized to extend to within 1 inch of masonry face.

2.5 MISCELLANEOUS ANCHORS

A. Dovetail Slots in Concrete: Furnish dovetail slots with filler strips, of slot size indicated, fabricated from 0.034-inch, galvanized steel sheet.

B. Anchor Bolts: Steel bolts complying with ASTM A307, Grade A; with ASTM A563 hex nuts and, where indicated, flat washers; hot-dip galvanized to comply with ASTM A153, Class C; of diameter and length indicated and in the following configurations:

1. Headed bolts.
2. Non-headed bolts, bent in manner indicated.

C. Post-installed Anchors: Anchors as described below, with capability to sustain, without failure, load imposed within factors of safety indicated, as determined by testing per ASTM E488, conducted by a qualified independent testing agency.

1. Type: Chemical anchors.
2. Type: Expansion anchors.
3. Type: Undercut anchors.
4. Corrosion Protection: Carbon-steel components zinc plated to comply with ASTM B633, Class Fe/Zn 5 (5 microns) for Class SC 1 service condition (mild).
5. For Post-installed Anchors in Concrete: Capability to sustain, without failure, a load equal to four times the loads imposed.
6. For Post-installed Anchors in Grouted Masonry Units: Capability to sustain, without failure, a load equal to six times the loads imposed.

2.6 EMBEDDED FLASHING MATERIALS

A. Metal Flashing: Fabricate from the following metal complying with requirements specified below:

1. Copper-Laminated Flashing: Manufacturer's standard laminated flashing consisting of 5-oz per square foot sheet copper bonded with asphalt between 2 layers of glass-fiber cloth. Use only where flashing is fully concealed in masonry.

    a. Provide flashing as a complete system with preformed corners, end dams, other special shapes, and seaming materials; all produced by flashing sheet manufacturer.

B. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:

1. Copper-Laminated Flashing:

    a. Copper Fabric Flashing; Advanced Building Products, Inc.

b. Copper Fabric; AFCO Products, Inc.
c. H & B C-Fab Flashing; Hohmann & Barnard, Inc.
d. Type FCC-Fabric Covered Copper; Phoenix Building Products.
e. Copper Fabric Flashing; Polytite Manufacturing Corp.
f. Copper Fabric Flashing; Sandell Manufacturing Co., Inc.
g. York Copper Fabric Flashing; York Manufacturing, Inc.

2.7 MISCELLANEOUS MASONRY ACCESSORIES

A. Compressible Filler: Pre-molded filler strips complying with ASTM D1056, Grade 2A1; compressible up to 35 percent; of width and thickness indicated; formulated from neoprene, urethane, or PVC.

B. Preformed Control-Joint Gaskets: Material as indicated below, designed to fit standard sash block and to maintain lateral stability in masonry wall; size and configuration as indicated.

1. Styrene-Butadiene-Rubber Compound: ASTM D2000, Designation M2AA-805.
2. PVC: ASTM D2287, Type PVC-65406.

C. Bond-Breaker Strips: Asphalt-saturated, organic roofing felt complying with ASTM D226, Type I (No. 15 asphalt felt).

D. Vinyl Weep Hole/Vent: One-piece, offset, T-shaped units made from flexible, injection-molded PVC, designed to fit into a head joint and consisting of a louvered vertical leg, flexible wings to seal against ends of masonry units, and a top flap to keep mortar out of the head joint; in color approved by Engineer to match that of mortar.

E. Cavity Drainage Material: 2-inch-thick, free-draining mesh; made from polyethylene strands and shaped to avoid being clogged by mortar droppings.

F. Available Products: Subject to compliance with requirements, cavity drainage materials that may be incorporated into the Work include, but are not limited to, the following:

1. Vinyl Weep Hole/Vent:

a. Williams-Goodco Brick Vent; Williams Products, Inc.

2. Cavity Drainage Material:

a. Mortar Break; Advanced Building Products, Inc.
b. CavClear Masonry Mat; CavClear.
c. Mortar Net; Mortar Net USA, Ltd.
d. Mortar Stop; Polytite Manufacturing Corp.

2.8 CAVITY-WALL INSULATION

A. Extruded-Polystyrene Board Insulation: Rigid, cellular, polystyrene thermal insulation with closed cells and integral high-density skin; formed by the expansion of polystyrene base resin in an extrusion process to comply with ASTM C578, Type IV.

B. Adhesive: Type recommended by insulation board manufacturer for application indicated.

2.9 MASONRY CLEANERS

A. Job-Mixed Detergent Solution: Solution of 1/2-cup dry measure tetrasodium polyphosphate and 1/2-cup dry measure laundry detergent dissolved in 1 gallon of water.

B. Proprietary Acidic Cleaner: Manufacturer's standard-strength cleaner designed for removing mortar/grout stains, efflorescence, and other new construction stains from new masonry without discoloring or damaging masonry surfaces. Use product expressly approved for intended use by cleaner manufacturer and manufacturer of masonry units being cleaned.

1. Available Products: Subject to compliance with requirements, products that may be used to clean unit masonry surfaces include, but are not limited to, the following:

   a. Cleaners for Red and Dark-Colored Brick Not Subject to Metallic Staining:

      1) 200 Lime Solv; Diedrich Technologies, Inc.
      2) Sure Klean No. 101 Lime Solvent; ProSoCo., Inc.

   b. Cleaners for Brick Subject to Metallic Staining:

      1) 202V Vana-Stop; Diedrich Technologies, Inc.
      2) Sure Klean Vana Trol; ProSoCo, Inc.

2.10 MORTAR MIXES

A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures, unless otherwise indicated.

1. Do not use calcium chloride in mortar.

2. Add cold-weather admixture (if used) at the same rate for all mortar, regardless of weather conditions, to ensure that mortar color is consistent.

B. Preblended, Dry Mortar Mix: Furnish dry mortar ingredients in the form of a preblended mix. Measure quantities by weight to ensure accurate proportions, and thoroughly blend ingredients before delivering to Project site.

C. Mortar for Unit Masonry: Comply with ASTM C270, Property Specification.

1. Extended-Life Mortar for Unit Masonry: Mortar complying with ASTM C1142 may be used instead of mortar specified above, at Contractor's option.
2. For masonry below grade, in contact with earth, and where indicated, use Type M.
3. For reinforced masonry exterior, above-grade, load-bearing and non-load-bearing walls and parapet walls; for interior load-bearing walls; for interior non-load-bearing partitions; and for other applications where another type is not indicated, use Type S.

D. Pigmented Mortar: Select and proportion pigments with other ingredients to produce color required. Limit pigments to the following percentages of cement content by weight:

1. For mineral-oxide pigments and Portland cement-lime mortar, not more than 10 percent.
2. For carbon-black pigment and Portland cement-lime mortar, not more than 2 percent.
3. For mineral-oxide pigments and masonry cement or mortar cement mortar, not more than 5 percent.
4. For carbon-black pigment and masonry cement or mortar cement mortar, not more than 1 percent.

2.11 SOURCE QUALITY CONTROL

A. Brick Tests: For each type and grade of brick indicated, units will be tested according to ASTM C67.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance.

1. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance.
2. Verify that foundations are within tolerances specified.
3. Verify that reinforcing dowels are properly placed.
4. Proceed with installation only after unsatisfactory conditions have been corrected.

B. Before installation, examine rough-in and built-in construction to verify actual locations of piping connections.

3.2 INSTALLATION, GENERAL

A. Thickness: Build veneer walls and other masonry construction to the full thickness shown. Build single-wythe walls to the actual widths of masonry units, using units of widths indicated.

B. Build chases and recesses to accommodate items specified in this Section and in other Sections of the Specifications.

C. Leave openings for equipment to be installed before completing masonry. After installing equipment, complete masonry to match the construction immediately adjacent to the opening.

D. Cut masonry units with motor-driven saws to provide clean, sharp, unchipped edges. Cut units as required to provide a continuous pattern and to fit adjoining construction. Where possible, use full-size units without cutting. Allow units cut with water-cooled saws to dry before placing, unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.

E. Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures.

1. Mix units from several pallets or cubes as they are placed.

F. Wetting of Brick: Wet brick before laying if the initial rate of absorption exceeds 30g per 30 square inches per minute when tested per ASTM C67. Allow units to absorb water so they are damp but not wet at the time of laying.

3.3 CONSTRUCTION TOLERANCES

A. Comply with tolerances in ACI 530.1/ASCE 6/TMS 602 and the following:

B. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than 1/4 inch in 20 feet, nor 1/2 inch maximum.

C. For vertical alignment of exposed head joints, do not vary from plumb by more than 1/4 inch in 10 feet, nor 1/2 inch maximum.

D. For conspicuous horizontal lines, such as exposed lintels, sills, parapets, and reveals, do not vary from level by more than 1/4 inch in 20 feet, nor 1/2 inch maximum.

3.4 LAYING MASONRY WALLS

A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.

B. Bond Pattern for Exposed Masonry: Lay exposed masonry in the following bond pattern; do not use units with less than nominal 4-inch horizontal face dimensions at corners or jambs.

1. One-half running bond with vertical joint in each course centered on units in courses above and below.

C. Stopping and Resuming Work: In each course, rack back one-half-unit length; do not tooth. Clean exposed surfaces of set masonry, wet clay masonry units lightly if required, and remove loose masonry units and mortar before laying fresh masonry.

D. Built-in Work: As construction progresses, build in items specified under this and other Sections of the Specifications. Fill in solidly with masonry around built-in items.

E. Fill space between hollow-metal frames and masonry solidly with mortar, unless otherwise indicated.

3.5 MORTAR BEDDING AND JOINTING

A. Lay hollow masonry units as follows:

1. With full mortar coverage on horizontal and vertical face shells.
2. Bed webs in mortar in starting course on footings and in all courses of piers, columns, and pilasters, and where adjacent to cells or cavities to be filled with grout.

3. For starting course on footings where cells are not grouted, spread out full mortar bed, including areas under cells.

B. Lay solid brick-size masonry units with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.

1. At cavity walls, bevel beds away from cavity, to minimize mortar protrusions into cavity. As work progresses, trowel mortar fins protruding into cavity flat against the cavity face of the brick.

C. Tool all exposed exterior joints slightly concave when thumbprint hard, using a jointer larger than the joint thickness, unless otherwise indicated.

D. Cut joints flush for masonry walls to be concealed by furring and gypsum wallboard with direct applied finish, unless otherwise indicated.

3.6 CAVITIES

A. Install cavity drainage material at base of masonry cavity walls so as to avoid weep vents being clogged by mortar droppings.

B. Keep cavities clean of mortar droppings and other materials during construction. Strike joints facing cavities flush.

C. Installing Cavity-Wall Insulation: Place small dabs of adhesive, spaced approximately 12 inches o.c. both ways, on inside face of insulation boards, or attach with plastic fasteners designed for this purpose. Fit courses of insulation between wall ties and other confining obstructions in cavity, with edges butted tightly both ways. Press units firmly against inside wythe of masonry or other construction as shown.

1. Fill cracks and open gaps in insulation with crack sealer compatible with insulation and masonry.

3.7 ANCHORING MASONRY VENEERS

A. Anchor masonry veneers to concrete and masonry backup with masonry-veneer anchors to comply with the following requirements:

1. Embed connector sections and tie wire anchors in masonry joints. Provide not less than 1 inches of air space between back of masonry veneer and face of insulation.

3.8 CONTROL AND EXPANSION JOINTS

A. General: Install expansion joints in unit masonry where indicated. Build-in related items as masonry progresses. Do not form a continuous span through movement joints unless provisions are made to prevent in-plane restraint of wall or partition movement.

B. Form expansion joints in brick made from clay or shale as follows:

1. Build flanges of factory-fabricated, expansion-joint units into masonry.
2. Form open joint of width indicated, but not less than 3/8 inch for installation of sealant and backer rod specified in Section 07 92 00 - Joint Sealants. Keep joint free and clear of mortar.

3.9 LINTELS

A. Install steel lintels where indicated.

B. Provide minimum bearing of 8 inches at each jamb, unless otherwise indicated.

3.10 FLASHING, WEEP HOLES AND VENTS

A. General: Install embedded flashing and weep holes in masonry at shelf angles, lintels, ledges, other obstructions to downward flow of water in wall, and where indicated.

B. Prepare concrete surfaces so they are smooth and free from projections that could puncture flashing. Unless otherwise indicated, place through-wall flashing on sloping bed of mortar and cover with mortar. Before covering with mortar, seal penetrations in flashing with adhesive, sealant, or tape as recommended by flashing manufacturer.

C. Install flashing as follows:

1. At multiwythe masonry and concrete walls, including cavity walls, extend flashing from exterior face of outer wythe of masonry, through outer wythe, turned up a minimum of 8 inches, and into flashing reglet, formed in inner wythe wall, to 1/2-inch minimum depth within inner wythe, and install continuous bead of sealant over flashing in flashing reglet.
2. At lintels and shelf angles, extend flashing a minimum of 4 inches into masonry at each end. At heads and sills, extend flashing 4 inches at ends and turn flashing up not less than 2 inches to form a pan.
3. Cut flashing off flush with face of wall after masonry wall construction is completed.

D. Install weep holes in the head joints in exterior wythes of the first course of masonry immediately above embedded flashing and as follows:

1. Space weep holes 24 inches o.c.

2. Place cavity drainage material immediately above flashing in cavities.

E. Install reglets and nailers for flashing and other related construction where they are shown to be built into masonry.

3.11 FIELD QUALITY CONTROL

A. Masonry construction shall be inspected and evaluated in accordance with the 2000 International Building Code Level 1 Special Inspection.

B. Owner will engage a qualified independent testing agency to perform field quality-control testing indicated below.

1. Payment for these services will be made by Owner.
2. Retesting of materials failing to meet specified requirements shall be done at Contractor's expense.

C. Testing Frequency: Tests and Evaluations listed in this Article will be performed during construction for each 5000 square feet of wall area or portion thereof.

D. Mortar properties will be tested per ASTM C780.

E. Brick Tests: For each type and grade of brick indicated, units will be tested according to ASTM C67.

3.12 REPAIRING, POINTING AND CLEANING

A. Remove and replace masonry units that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units. Install new units to match adjoining units; install in fresh mortar, pointed to eliminate evidence of replacement.

B. Pointing: During the tooling of joints, enlarge voids and holes, except weep holes, and completely fill with mortar. Point up joints, including corners, openings, and adjacent construction, to provide a neat, uniform appearance. Prepare joints for sealant application.

C. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.

D. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:

1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
2. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned

for comparison purposes. Obtain Engineer's approval of sample cleaning before proceeding with cleaning of masonry.

3. Protect adjacent stone and non-masonry surfaces from contact with cleaner by covering them with liquid strippable masking agent, polyethylene film, or waterproof masking tape.
4. Wet wall surfaces with water before applying cleaners; remove cleaners promptly by rinsing the surfaces thoroughly with clear water.
5. Clean brick by the bucket-and-brush hand-cleaning method described in BIA Technical Notes No. 20, using job-mixed detergent solution.
6. Clean masonry with a proprietary acidic cleaner applied according to manufacturer's written instructions.

3.13 MASONRY WASTE DISPOSAL

A. Recycling: Unless otherwise indicated, excess masonry materials are Contractor's property. At completion of unit masonry work, remove from Project site.

B. Disposal as Fill Material: Dispose of clean masonry waste, including broken masonry units and waste mortar legally off of Owner’s property.

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Concrete Masonry Units

B. Epoxy Bonding Adhesive

C. Control Joint Materials

D. Joint Reinforcement

E. Reinforcing Steel

F. Precast Beams, Lintels and Copings

G. Mortar

H. Grout

I. Surface Sealer

1.02 RELATED SECTIONS

A. Reinforcing steel for concrete and connecting dowels for grouted unit masonry are specified in Section 03 20 00 - Concrete Reinforcing.

1.03 MEASUREMENT AND PAYMENT

A. General: Measurement and payment for concrete unit masonry will be either by the lump-sum method or by the unit-price method as determined by the listing of the bid item for concrete unit masonry indicated in the Bid Schedule of the Bid Form.

1.04 REFERENCES

A. American Concrete Institute (ACI):

1. ACI 530 Building Code Requirements for Masonry Structures

2. ACI 530.1 Specifications for Masonry Structures

B. American Society for Testing and Materials (ASTM):

1. ASTM C33 Specification for Concrete Aggregates

2.	ASTM C90	Specification for Hollow Load-Bearing Concrete Masonry Units
3.	ASTM C91	Specification for Masonry Cement
4.	ASTM C94	Specification for Ready-Mixed Concrete
5.	ASTM C109	Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or 50-mm Cube Specimens)
6.	ASTM C143	Test Method for Slump of Hydraulic Cement Concrete
7.	ASTM C144	Specification for Aggregate for Masonry Mortar
8.	ASTM C150	Specification for Portland Cement
9.	ASTM C207	Specification for Hydrated Lime for Masonry Purposes
10.	ASTM C270	Specification for Mortar for Unit Masonry
11.	ASTM C404	Specification for Aggregates for Masonry Grout
12.	ASTM C476	Specification for Grout Masonry
13.	ASTM C881	Specification for Epoxy-Resin-Base Bonding Systems for Concrete
14.	ASTM C979	Specification for Pigments for Integrally Colored Concrete
15.	ASTM C1006	Test Method for Splitting Tensile Strength of Masonry Units
16.	ASTM C1019	Test Method for Sampling and Testing Grout

1.05 SUBMITTALS

A. General: Refer to Section 01 33 00 - Submittal Procedures, and Section 01 33 23 - Shop Drawings, Product Data, and Samples, for submittal requirements and procedures.

B. Shop Drawings: When not indicated in sufficient detail or definition, submit detailed drawings of unit masonry, showing type of mortar joints, bond pattern, reinforcing steel, connecting dowels, joint reinforcement, grouted cells, and control joints.

C. Product Data: Submit manufacturer's product data for block, including available color range, epoxy adhesive, joint reinforcement, and control-joint materials, along with installation instructions where applicable.

D. Samples: Submit full-size sample of block and samples of colored mortar for approval. Block and colored joint mortar require approval of the Engineer before they may be used in the concrete masonry work.

E. Certificates: Submit certification stating that concrete masonry units meet specification requirements and that masonry units conform with the special strength requirements of these Specifications. Each certificate shall be signed by the masonry unit manufacturer and shall contain the name of the manufacturer, the project location, and the quantity and dates of shipment or delivery to which the certificate applies.

1.06 QUALITY ASSURANCE

A. Concrete unit masonry work shall conform with applicable requirements of the California Building Code, Chapters 21 and 21A, ACI 530, and ACI 530.1, except as modified in these Specifications.

B. Construction tolerances for concrete unit masonry shall conform with ACI530.1.

C. Refer to Section 01 45 00 - Quality Control, for additional requirements and procedures.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Concrete Masonry Units (Concrete Block):

1. Concrete masonry units shall be of modular face dimensions and thickness indicated. Furnish necessary shapes and sizes, bond-beam units, and corner units as required to satisfy conditions indicated. Include half-size units where indicated or required.

2. Concrete masonry units shall be hollow load-bearing units conforming to ASTM C90, and shall be No. 1 Normal Weight, No. 2 Medium Weight, or No. 3 Light Weight, as applicable, Type I - Moisture Controlled Units. Units shall have a maximum linear shrinkage of 0.06 percent and shall meet water absorption requirements of ASTM C90.

3. Concrete masonry units shall be normal cement-colored units with standard face surfaces. Cinders or ingredients that might stain paint finishes will not be permitted in the manufacture of concrete masonry units.

B. Split-Face Concrete Masonry Units:

1. Split-face concrete masonry units shall conform with ASTM C90, as

specified above for concrete masonry units, of modular face dimensions and thicknesses indicated. Face of units shall have special surface texture split-face, scored to dimensional module indicated. Minimum strength requirements shall conform with foregoing specified concrete masonry units.

2. Block shall have integral color as selected by the Engineer from manufacturer's standards.

C. Cement: ASTM C150, Type I or Type II Portland cement, low alkali. Provide white cement when required to achieve the mortar color selected by the Engineer. ASTM C91, Type S, masonry cement may be used together with ASTM C150 Portland cement as herein specified under "Mortar."

D. Lime: ASTM C207, hydrated, Type S.

E. Mortar Sand: ASTM C144, natural sand, clean and graded.

F. Mortar Coloring Pigment: ASTM C979, manufactured, inert mineral oxides in color or colors as selected and approved by the Engineer.

G. Grout Aggregate: ASTM C33 or ASTM C404, clean and graded concrete aggregates, proportioned by volume as follows: 3 parts fine and graded concrete aggregate to 2 parts of graded 3/8-inch maximum size coarse aggregate.

H. Water: Fresh, clean and potable, and free from such amounts of mineral and organic substances as would adversely affect the hardening of cement mortar.

I. Epoxy Bonding Adhesive: Adhesive for bonding of mortar bed to concrete slabs shall be an epoxy-based bonding agent conforming to ASTM C881, Type V, tinted to show by visual inspection where it has been applied.

J. Control Joint Materials: Conform with requirements of ACI 530.1.

K. Joint Reinforcement: No. 9 gage ladder or truss type steel wire conforming to ACI 530.1.

L. Reinforcing Steel: Provide reinforcing steel for grouted block masonry under this Section in accordance with the requirements of Section 03 20 00 - Concrete Reinforcing, and ACI 530.1.

M. Precast Beams, Lintels, and Copings: Precast concrete of configuration indicated, conforming to requirements of Section 03 40 00 - Precast Concrete, and ACI 530.1. Provide exposed surfaces with light sand-blasted finish matching finish of masonry units as closely as possible.

2.02 MORTAR

A. Mortar Type and Mixing Requirements:

1. Mortar for grouted unit masonry shall be Type S mortar in accordance

with the California Building Code, Chapter 21 and 21A, ACI 530.1, and ASTM C270, with a minimum compressive strength at 28 days of 1,500 psi. A minimum of two 94-pound sacks of Portland cement (ASTM C150) shall be provided per cubic yard of mortar when using ASTM C91 masonry cement.

2. The use of an admixture for the purpose of reducing water content in mortar will be permitted, provided the strength of the mortar is not reduced.

3. Mortar shall be job mixed and, in lieu of specific requirements specified herein, shall conform with ASTM C270, including measurement, mixing, proportioning, and water retention.

4. Accurately measure mortar ingredients and mix a minimum of three minutes after water has been added, in a mechanical batch mixer, using sufficient water to produce a workable and plastic consistency. Hand mixing will be permitted for small quantities only.

5. Use mortar within 2-1/2 hours after mixing when air temperature is 80 degrees or higher, and within 3-1/2 hours when air temperature is below 80 degrees. Discard any mortar that has been mixed longer or that has begun to set. If necessary, mortar may be retempered within this time limit, by replacing only water lost due to evaporation and by thorough remixing.

B. Colored Joint Mortar: Provide colored mortar for exposed masonry joints where indicated. Color shall be as approved by the Engineer from samples prepared and submitted by the Contractor. Pigment amount for selected color and mixing of colored mortar shall conform with the pigment manufacturer's instructions.

2.03 GROUT

A. Grout shall be Coarse Grout, as defined in ASTM C476, with a minimum compressive strength at 28 days of 2,000 psi, and shall be proportioned by volume in accordance with ACI 530.1.

B. Grout mix shall be designed in accordance with ASTM C94 for manufacturer designed mixes, and for handling by an approved grout pump. Slump shall be 10 inches.

C. The use of an admixture for the purpose of reducing water content in grout and adding flowability will be permitted, provided the strength of the grout is not reduced. Admixture shall be added to the mix as recommended by the manufacturer for the purpose intended.

2.04 SURFACE SEALER

A. Provide a water-based, VOC-compliant, clear, penetrating water-repellent sealer, designed to provide long-term protection against water absorption, for

exterior concrete unit masonry surfaces. Submit sealer performance data and VOC compliance verification for approval.

PART 3 - EXECUTION

2.05 LAYING CONCRETE MASONRY UNITS

A. Installation Standards: Comply with applicable requirements of ACI 530.1.

B. Requirements: Construct concrete unit masonry to dimensions indicated. Concrete masonry units shall be dry when laid. Avoid using less than half-size units in exposed locations. Do not expose cells on any surface. Where concealed, spaces not large enough for full or half-size units may be filled with concrete building brick or mortar.

C. Work Quality:

1. Masonry work shall be performed by skilled and experienced masons. Erect walls plumb and true to line, with courses level and joints uniform in width, using specified mortar. Vertical joints shall line up plumb in exposed walls.

2. Concrete masonry units shall be sound and free of cracks and surface defects. Handle units carefully to avoid chipping and breaking. Do not substitute cut units where special shapes are available.

3. Where steel beams or joists frame into masonry, fill spaces with mortar and finish off flush with masonry surface, neatly pointed around steel. Where pipes and ducts penetrate masonry, point neatly and accurately around pipes and ducts.

D. Cutting of Units: Cutting of units shall be kept to a minimum. Perform cutting accurately to accommodate items passing through or embedded in masonry, to meet surfaces that masonry abuts, and to fit various conditions. Cutting of masonry units shall be performed with a power-driven masonry saw. Rub cuts smooth and even with carborundum or emery stone.

E. Bedding and Jointing:

1. Use full mortar bed and coverage on horizontal and vertical face shells of hollow units. Webs also shall be bedded in mortar. Shove vertical joints tight.

2. Top surfaces of concrete foundations or other bed joints shall be clean concrete with aggregate exposed before laying. Tops of foundations shall be roughened and cleaned to remove laitance for exposing aggregates in the concrete. Where block is to be laid on slabs, bed joints shall be roughened and cleaned, and an epoxy bonding adhesive shall be applied before laying first course of block.

F. Joint Reinforcement: Provide ladder or truss type joint reinforcement, spaced a

maximum of 16 inches on center vertically. Place in accordance with ACI 530.1, fully embedded in mortar.

G. Bond Pattern: Lay masonry units in stretcher bond or running bond, unless otherwise indicated.

H. Alignment of Vertical Cells: Masonry shall be built to preserve the unobstructed vertical continuity of the cells. The vertical alignment shall be sufficient to maintain a clear, unobstructed vertical flue, measuring not less than 3 inches in all directions for grouted masonry.

I. Cleanouts: Cleanout openings shall be provided at the bottoms of cells to be filled with grout. Mortar droppings shall be removed from cells, and cleanouts shall be sealed after inspection and before grout placement.

J. Pipe Chases: Chases and recesses for conduits, pipes, and ducts shall be formed as masonry work is constructed. Do not enclose conduit runs until complete and approved, or piping until it has been tested and approved. Make such chases and recesses plumb, with inside joints struck flush, and the interiors kept free ofobstructions and cleaned-out upon completion.

K. Anchorage and Embedded Items:

1. Set accurately in place and bond into masonry, as the masonry work progresses, bolts, straps, hangers, sleeves, anchors, inserts, frames for doors and windows, and any other anchorage items or attachments as indicated. Provide suitable recesses for cabinets, junction boxes, panels, and other items to be built into masonry. Consult with other trades in advance so their work can be accommodated at correct locations, as masonry work progresses, to avoid cutting and patching.

2. Cells containing anchorage or built-in items shall be groutedsolid.

3. Where masonry is laid against concrete or metal, the joints between shall be filled with mortar as each course is laid.

L. Joint Finishing:

1. Pack mortar tightly in joints and wipe wall faces clean as work progresses. Unless otherwise indicated, exposed joints shall be densely tooled concave and smooth with joint tool when mortar is thumbprint hard.

2. Joints in work concealed by other finishes shall be cut or struck off flush. Rake out joints around metal frames in openings 3/4-inch deep for sealant to be applied under Section 07 90 00 - Joint Protection.

3. Nominal joint size, both vertical and horizontal, shall be 3/8inch.

M. Joining Work: Step back unfinished work for joining with new work. Toothing shall be resorted to only where unavoidable. Before starting or resuming work, remove loose mortar and foreign matter from work in place, and clean all surfaces of work to be joined.

N. Control Joints: Provide control joints where indicated. Comply with ACI 530.1.

O. Precast Beams, Lintels, and Copings: Provide precast concrete units where indicated. Comply with ACI 530.1, and applicable requirements of Section 03 40 00 - Precast Concrete.

3.01 REINFORCING STEEL

A. Provide reinforcing steel for grouted masonry as indicated. Comply with applicable requirements of ACI 530.1.

B. Vertical reinforcing bars shall be placed prior to laying the wall and shall be held in place by standard reinforcing supports. Vertical bars shall be held in position at top and bottom and at intervals not exceeding 190 diameters of the reinforcement or 9 feet, whichever is less. Vertical reinforcing steel shall have a minimum clearance of 1 inch from the masonry.

C. When a foundation dowel does not line up with a vertical core, it shall not be sloped more than one horizontal in six vertical. Dowels shall be grouted into a core in vertical alignment, even though it is an adjacent cell to the vertical wall reinforcing.

D. Horizontal reinforcing bars for bond-beam or channel units shall be laid on the webs of the units in continuous masonry courses, and shall be solidly embedded in mortar and grout. Horizontal bars shall be tied to vertical bars as the block work progresses. Placing of horizontal reinforcing bars in mortar joints will not be permitted.

E. Reinforcing bars shall be straight except for bends around corners and where bends or hooks are indicated.

F. Reinforcing steel shall be lapped in accordance with ACI 530, Chapter 8. Length of lapped splices shall be not less than 30 bar diameters for bars in compression and 40 bar diameters for bars in tension. Lapped splice bars shall be wire-tied together for the entire length of the splice.

3.02 GROUTING

A. Grouting Requirements:

1. Cells of concrete unit masonry shall be filled solid with grout where indicated. Cells containing reinforcement and anchorage or built-in items shall be filled solid with grout. Comply with applicable requirements of ACI 530.1.

2. Spaces around metal frames and other built-in items shall be filled solid with grout or mortar.

3. Reinforcing steel shall be secured in place, inspected, and approved before groutingstarts.

4. Mortar droppings and projections shall be kept out of the grout space. Webs, wythes, and reinforcement shall be cleaned of mortar droppings before grout is placed.

5. Grout shall be rodded, puddled, or vibrated inplace.

6. Cells shall be filled solid with grout, and pours shall be stopped 1-1/2 inches below the top of a course to form a key at pour joints.

7. Grouting of beams over openings shall be performed in one continuous operation. Tops of unfilled cell columns under a horizontal masonry beam shall be covered with metal lath, or special units shall be used to confine the grout fill to the beam section.

B. Grout Construction:

1. Grout construction, including grout placement and consolidation, shall conform with applicable requirements of ACI 530.1, except as otherwise specifiedherein.

2. Grout shall be placed in lifts not to exceed 4 feet, with a waiting period of one hour between lifts. The full height of the wall or masonry section shall be placed in one day.

3. Rod or vibrate grout thoroughly the entire height of the pour when first placed to push grout into all spaces and interstices. After the waiting period of an hour, place second lift and rod or vibrate the pour again to penetrate not more than half way into the first lift. Repeat this placing operation, waiting period, and consolidating technique until the top is reached. The top pour or lift shall likewise be reconsolidated after waiting period to allow excess water to be absorbed andescape.

3.03 REPAIRING AND POINTING

A. Upon completion of the work, carefully examine masonry surfaces and cut out and replace broken or defective units. Rake out defective mortar joints andrepoint.

3.04 CLEANING

A. After erection and pointing, masonry shall be cleaned down with stiff brushes and water, followed by a thorough rinsing with clean water. All mortar deposits, stains, or other foreign matter shall be removed from masonrysurfaces.

B. After masonry has been fully grouted, laitance and stains that have percolated through the blocks and mortar joints shall be hosed off with water under pressure.

C. The Engineer may direct that certain masonry surfaces or areas be cleaned with a commercial masonry cleaner manufactured for the purpose, in which case follow the instructions or recommendations of the masonry-cleaner manufacturer for cleaning method.

3.05 CURING

A. Masonry work and top of the grout pour shall be damp-cured for at least 7 days to prevent too rapid drying during hot or drying weather, and drying winds.

B. Walls shall be kept moist or damp with water from a fogging nozzle but shall not be wet to the point that free water drops from the surface.

3.06 SEALER APPLICATION

A. Preparation: Surfaces receiving sealer shall be thoroughly dry and free of all construction stains, surface dirt, and efflorescence.

B. Application: Apply sealer, where concrete unit masonry is exposed to the weather, in accordance with the manufacturer's application instructions and recommendations.

3.07 FIELD QUALITY CONTROL

A. Slump Tests: Perform slump tests of grout during grout placement in accordance with ASTM C1019 and ASTM C143.

B. Strength Tests: Provide laboratory tests conforming to the following requirements:

1. Concrete Masonry Units: Tensile strength tests shall be performed in accordance with ASTM C1006. Three units shall be tested for each 2,000 square feel of wall area.

2. Mortar: Compressive strength tests shall be performed in accordance with ASTM C109. Three cubes shall be tested for each 2,000 square feet of wall area, one at seven days and two at 28 days.

3. Grout: Compressive strength tests shall be performed in accordance with ASTM C1019. Three square prisms shall be tested for each 2,000 square feet, or fraction thereof, of wall area.

C. Test Reports: Submit certified copies of all test results to the Engineer for record purposes.

D. Rejection of Masonry; Repair and Replacement: The Engineer shall have

authority to reject concrete masonry work that does not meet specification requirements, and to require repair or replacement as necessary to complete the concrete masonrywork.

3.08 ACCEPTANCE OF STRUCTURE

A. Acceptance of the completed concrete masonry work requires conformance with the dimensional tolerances, appearance, and strengths specified in these Specifications and in ACI 530 and ACI 530.1.

END OF SECTION

PART 1 - GENERAL

1.1 DESCRIPTION

A. Furnish and install the electrical equipment, conduit and wiring as shown on the Drawings and as specified herein.

B. Provide all materials and equipment of the sizes shown, new and of current manufacture and complete with all accessories and controls to provide a complete operating system.

C. Secure and pay for all required permits for all electrical installations.

D. Provide new equipment for all Work covered by this Section of the specifications.

E. Coordinate all Work with existing operations and requirements, as necessary, and as approved by the Engineer.

F. Provide auxiliary power for the operation of any of the Owner's essential equipment whenever it is required to interrupt utility power in excess of four consecutive hours. Select cut off time during low water demand periods as determined by the Engineer.

G. Provide overtime crews as needed to insure that the above requirements are met.

H. Provide temporary electrical service of adequate capacity and characteristics for all construction until completion of the project.

I. The locations of equipment, devices, outlets and similar items, as indicated on the Drawings, are approximate only. Exact locations will be determined and approved by the Engineer during construction.

J. Verify in the field all data and final locations of work done under other divisions of the specifications required for placing of electrical work. Make all field measurements necessary for work, and assume responsibility for their accuracy. In the case of interference with other work or of erroneous locations with respect to equipment or structures, furnish all labor and materials to complete the work subject to the approval of the Engineer.

1.2 QUALITY ASSURANCE

A. Before submitting a bid and before ordering any material, verify all electric service details with the utility involved (voltage characteristics and other relevant data) and modify, if necessary, the details shown on the drawings and in the specifications to meet regulatory requirements. Do not reduce any equipment sized (cable,

conduit, circuit breakers, switches, motor starter, etc.) below the values specified.

B. Verify working clearances around equipment with electrical services to comply with code requirements. Should there be apparent violations of working clearances, notify the Engineer before proceeding with installation of equipment.

1.3 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Provide temporary shelter for material, erect barricades, scaffolds, etc., as may be required by local ordinances and save the Owner harmless from all claims due to the improper execution of the Contractor's or Subcontractor's work. Comply with the applicable laws and requirements of the National Board of Fire Underwriters.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

3.1 QUALITY CONTROL

A. Testing:

1. Test the insulation of all feeders, subfeeders and branch feeders and record all readings. Deliver the completed records to the Engineer.
2. Before connecting, test the insulation of all motors and controls in accordance with the manufacturer's recommendations. If low readings are obtained, notify the manufacturer of the item so that steps may be taken to correct the low resistance conditions. Check all motors for lubrication and lubricate, if required, in accordance with the manufacturer's instruction prior to energizing any motor. Check the running currents of all motors under maximum load conditions. If the current varies more than 10 percent from rated value, advise the Engineer in writing. Verify ratings of thermal overload units installed with actual motor nameplate full-load circuit. Run each motor with its control as nearly as possible to operating conditions for a sufficient length of time to demonstrate correct alignment, wiring capacity, speed, and satisfactory operations. Operate all switches and circuit breakers, but not necessarily at full load. Perform these tests in addition to, and not in substitution for, the tests of the individual items at the manufacturer's works.
3. Test each ceiling anchor or support for light fixtures with a weight of not less than 50 pounds or three times the weight of the installed fixture, whichever is greater.

4. Make tests of the entire grounding system for continuity of connections and for resistance to the flow of current through ground connections. Insure that the ground resistance of conduits, equipment cases, and supporting frames does not vary appreciably from that of the system as a whole. Insure that the ground resistance of the system does not exceed 5 ohms.

B. Field Acceptance Tests:

1. After the electrical installation is complete, thoroughly test to demonstrate that the system is in proper working order and in accordance with the Drawings and specifications. The costs of the tests shall be borne by the Contractor, including expenses incidental to retests occasioned by defects and failures of equipment to meet the specifications. Provide calibrated electrical instruments.
2. Make the necessary connections to the circuits for the testing instruments and place and connect the instruments and appliances necessary for the tests. Upon completion of the tests, remove the instruments and appliances and reconnect circuits in a permanent manner. Conduct the tests in the presence of the Engineer. Results are subject to the Engineer's approval. Notify the Engineer 24 hours or more in advance when any test is to take place, and do not start without the Engineer's permission.

C. Final Inspection:

1. When the entire job is ready for final inspection, deliver to the Engineer one set of Contract Drawings marked to show all significant changes made during construction. This shall include changes in equipment ratings and alterations in locations of any duct and conduit runs.

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

A. Provide all labor, materials, equipment, tools, and incidentals to perform the installation of building wire and cables as shown on the Drawings and specified herein.

B. This Section includes the following:

1. Building wire and cable.
2. Wiring connectors and connections.

C. This section addresses a wide range of applications. Some paragraphs in this Section may not apply to this project.

1.2 REFERENCES

A. NECA Standard of Installation (National Electrical Contractors Association).

B. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems (International Electrical Testing Association).

C. NFPA 70 - National Electrical Code.

1.3 SUBMITTALS FOR REVIEW

A. Section 01 33 00 - Submittal Procedures: Procedures for submittals.

1.4 SUBMITTALS FOR INFORMATION

A. Section 01 33 00 – Submittals Procedures: Procedures for submittals.

B. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency specified under Regulatory Requirements.

1.5 SUBMITTALS AT PROJECT CLOSEOUT

A. Section 01 77 00 – Closeout Procedures: Procedures for submittals.

B. Project Record Documents: Record actual locations of components and circuits.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum three years documented experience.

1.7 REGULATORY REQUIREMENTS

A. Conform to NFPA 70.

B. Furnish products listed and classified by Underwriters Laboratories Inc., as suitable for the purpose specified and indicated.

1.8 PROJECT CONDITIONS

A. Verify that field measurements are as indicated.

B. Conductor sizes are based on copper unless indicated as aluminum or "AL".

C. Wire and cable routing indicated is approximate unless dimensioned.

1.9 COORDINATION

A. Coordinate Work under provisions of Section 01 31 00 - Project Management and Coordination.

B. Where wire and cable destination is indicated and routing is not shown, determine exact routing and lengths required.

C. Route cable to maintain required separation between cable and other work, and to avoid interference with other work.

PART 2 - PRODUCTS

2.1 BUILDING WIRE

A. Manufacturers:

1. Anaconda.

2. Okonite.
3. Substitutions: Refer to Section 01 60 00 – Product Requirements.

B. Description: Single conductor insulated wire.

C. Conductor: Stranded Copper.

D. Insulation Voltage Rating: 600 volts.

E. Insulation: NFPA 70; Type XHHW insulation for feeders and branch circuits larger than 500 MCM; Type THHN/THWN insulation for feeders and branch circuits 400 MCM and smaller; rated 75 degrees C.

2.2 FEEDER AND BRANCH CIRCUIT CONDUCTORS

A. Description: NFPA 70, Type UF.

B. Conductor: Copper.

C. Insulation Voltage Rating: 600 volts.

D. Insulation Temperature Rating: 75 degrees C (167 degrees F).

1. Type XHHW insulation for feeders and branch circuits 500 KCM and Larger.
2. Type THHN/THWN insulation for feeders and branch circuits smaller than 500 KCM.

2.3 VFD MOTOR BRANCH CIRCUIT CABLE

A. From variable frequency drive controllers to motors, use Southwire HLX01XXH Armor-X type MC-HL 600V power cable, with copper conductors.

2.4 CONTROL AND/OR POWER CABLE

A. For control and/or power circuits, use 5/C #12 (equal to Belden 600V Type TC cable No. 27112C) or 3/C #12 (Belden 600V Type TC cable No. 27110C), as noted on drawings. Other conductor sizes and quantities shall be provided as shown on the drawings. Additional cable types with conductor size and quantities shall be provided as indicated. Individual conductor insulation shall be XHHW and overall outer jacket shall be PVC of 0.045 inch minimum thickness.

2.5 INSTRUMENT CABLE

A. Use 2/C #16 twisted, shielded cables.

1. In wet, outdoor, or underground locations use Belden 600V instrumentation cable No. 9342.
2. In dry, indoor, above ground locations use Belden 600V instrumentation cable No. 9342, or Belden instrumentation cable No. 8719.

2.6 ETHERNET CABLE

A. Manufacturers:

1. Superior Essex.
2. CommScope.

B. In dry, indoor, above grade locations use 4 Pair CAT 6 cable.

C. In wet, outdoor, or underground locations use 4 Pair CAT 5E cable (Superior Essex type BBDGE).

2.7 FIBER OPTIC CABLE

A. Manufacturers:

1. Corning Cable Systems.
2. Optical Cable Corporation.

B. In wet, outdoor or underground locations use cable number 012KS4-T4130A20, or approved equal.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 01 31 00 - Project Management and Coordination: Verification of existing conditions before starting work.

B. Verify that interior of building has been protected from weather.

C. Verify that mechanical work likely to damage wire and cable has been completed.

D. Verify that raceway installation is complete and supported.

3.2 PREPARATION

A. Completely and thoroughly swab raceway before installing wire.

3.3 WIRING METHODS

A. Use wiring methods indicated.

3.4 INSTALLATION

A. Section 01 40 00 - Quality Requirements: Manufacturer's instructions.

B. Route wire and cable as required to meet Project Conditions.

C. Install cable in accordance with the NECA "Standard of Installation."

D. Use conductor not smaller than 12 AWG for power and lighting circuits.

E. Use conductor not smaller than 14 AWG for control circuits.

F. Use 10 AWG minimum conductors for 20 ampere, 120 volt branch circuits longer than 50 feet.

G. Pull all conductors into raceway at same time.

H. Use suitable wire pulling lubricant for building wire 4 AWG and larger.

I. Neatly train and lace wiring inside boxes, equipment, and panelboards.

J. Clean conductor surfaces before installing lugs and connectors.

K. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible temperature rise.

L. Use split bolt connectors for copper conductor splices and taps, 6 AWG and larger. Wrap uninsulated conductors and connector with electrical tape to 150 percent of insulation rating of conductor.

M. Use solderless pressure connectors with insulating covers for copper conductor splices and taps, 8 AWG and smaller.

N. Use insulated spring wire connectors with plastic caps for copper conductor splices and taps, 10 AWG and smaller.

O. Identify and color code wire and cable under provisions of Section 26 05 53 – Identification for Electrical Systems. Identify each conductor with its circuit number or other designation indicated.

P. Single conductors shall not be run in or through the underground ductbank/manhole system. Multi-conductor jacketed cables shall be used in the ductbank/manhole system.

3.5 FIELD QUALITY CONTROL

A. Section 01 40 00 - Quality Requirements.

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Grounding electrodes and conductors.

B. Equipment grounding conductors.

C. Bonding.

1.2 REFERENCES

A. Section 01 40 00 - Quality Requirements: Requirements for references and standards.

B. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems (International Electrical Testing Association).

C. NFPA 70 - National Electrical Code.

1.3 PERFORMANCE REQUIREMENTS

A. Grounding System Resistance: 5 ohms.

1.4 SUBMITTALS FOR REVIEW

A. Section 01 33 00 - Submittal Procedures.

B. Product Data: Provide for grounding electrodes and connections.

1.5 SUBMITTALS FOR INFORMATION

A. Section 01 33 00 - Submittal Procedures.

B. Test Reports: Indicate overall resistance to ground and resistance of each electrode.

C. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by Product testing agency specified under Regulatory Requirements. Include instructions for storage, handling, protection, examination, preparation, and installation of Product.

1.6 SUBMITTALS FOR CLOSEOUT

A. Section 01 77 00 - Closeout Procedures.

B. Project Record Documents: Record actual locations of components and grounding electrodes.

C. Certificate of Compliance: Indicate approval of installation by authority having jurisdiction.

1.7 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing the Products specified in this Section with minimum ten (10) years' experience.

1.8 REGULATORY REQUIREMENTS

A. Conform to requirements of NFPA 70.

B. Products: Listed and classified by Underwriters Laboratories, Inc. as suitable for the purpose specified and indicated.

PART 2 - PRODUCTS

2.1 ROD ELECTRODES

A. Material: Copper, Copper-clad steel.

B. Diameter: 3/4 inch.

C. Length: 10 feet.

2.2 WIRE

A. Material: Bare, Stranded, Soft-Drawn Copper.

B. Foundation Electrodes: 4/0.

C. Grounding Electrode Conductor: 4/0.

D. External equipment grounding "pigtail": 2/0.

E. Duct bank grounding conductor: 4/0.

2.3 GROUNDING WELL COMPONENTS

A. Well Pipe: 8 inch NPS by 18 inch long clay tile pipe with belled end.

B. Well Cover: Cast iron with legend "GROUND" embossed on cover or removable concrete cover.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that final backfill and compaction has been completed before driving rod electrodes.

3.2 INSTALLATION

A. Section 01 40 00 – Quality Requirements.

B. Install rod electrodes through a 1-inch pvc conduit sleeve located in the bottom of each manhole. Sleeve shall be located 12 inches away from the wall of the manhole in a location that is not under the entrance of the duct bank. Connect the #4/0 grounding conductors routed through each ductbank entering the manhole to this ground rod.

C. The ground resistance of conduits, equipment cases, enclosures and supporting frames shall not vary appreciably from that of the system as a whole.

D. Make tests of the entire grounding system for continuity of connections and for the presence of undesirable resistance to the flow of current through ground connections.

E. Install rod electrodes at locations indicated. Measure resistance of each ground rod to earth. If required additional ground rods shall be driven and connected with #4/0 bare cable, to achieve a maximum resistance of 5 ohms.

F. Provide grounding well pipe with cover at rod locations where indicated. Install well pipe top flush with finished grade.

G. All grounding system connections shall be made using an approved exothermic welding process such as “Cadweld”. Connections shall be made in strict accordance with the manufacturers published instructions.

H. Install 4/0 bare copper wire for ground grid where indicated.

I. Install 2/0 bare copper external equipment grounds for connection to equipment.

J. Provide Schedule 80 PVC conduit to support and protect ground system conductors.

K. Equipment Grounding Conductor: Provide separate, insulated conductor within each feeder and branch circuit raceway. Terminate each end on suitable lug, bus, or bushing.

L. Provide grounding of all components of the electrical system as required by NFPA 70. Comply with these requirements whether or not the specific grounding components are shown on the Drawings.

3.3 FIELD QUALITY CONTROL

A. Section 01 40 00 - Quality Requirements.

B. Inspect and test in accordance with NETA ATS, except Section 4.

C. Perform inspections and tests listed in NETA ATS, Section 7.13.

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Conduit and equipment supports.

B. Anchors and fasteners.

1.2 REFERENCES

A. Section 01 40 00 - Quality Requirements: Requirements for references and standards.

B. NECA Standard of Installation (National Electrical Contractors Association).

C. NFPA 70 - National Electrical Code.

1.3 SUBMITTALS FOR REVIEW

A. Section 01 33 00 - Submittal Procedures.

B. Product Data: Provide manufacturer’s catalog data for fastening systems.

1.4 SUBMITTALS FOR INFORMATION

A. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by Product testing agency specified under Regulatory Requirements. Include instructions for storage, handling, protection, examination, preparation, and installation of Product.

1.5 REGULATORY REQUIREMENTS

A. Conform to requirements of NFPA 70.

B. Products: Listed and classified by Underwriters Laboratories, Inc. as suitable for the purpose specified and indicated.

PART 2 - PRODUCTS

2.1 PRODUCT REQUIREMENTS

A. Materials and Finishes: Corrosion resistant.

B. Select materials, sizes, and types of anchors, fasteners and supports to carry the loads of equipment and conduit, including weight of wire in conduit.

1. Concrete Structural Elements: Use expansion anchors.
2. Steel Structural Elements: Use beam clamps.
3. Concrete Surfaces: Use self-drilling anchors and expansion anchors.
4. Hollow Masonry, Plaster, and Gypsum Board Partitions: Use toggle bolts and hollow wall fasteners.
5. Solid Masonry Walls: Use expansion anchors.
6. Sheet Metal: Use sheet metal screws.
7. Wood Elements: Use wood screws.

2.2 FORMED STEEL CHANNEL

A. Manufacturers:

1. Unistrut Corporation.
2. Substitutions: Refer to Section 01 60 00 – Product Requirements.

B. Description: Galvanized steel.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Locate and install anchors, fasteners, and supports in accordance with NECA "Standard of Installation".

1. Do not fasten supports to pipes, ducts, mechanical equipment, or conduit.
2. Do not use spring steel clips and clamps.
3. Do not use powder-actuated anchors.
4. Obtain permission from Engineer before drilling or cutting structural members.

B. Fabricate supports from structural steel or formed steel members. Rigidly weld members or use hexagon-head bolts to present neat appearance with adequate strength and rigidity. Use spring lock washers under all nuts.

C. Install surface-mounted cabinets and panelboards with minimum of four anchors.

D. In wet and damp locations use steel channel supports to stand cabinets and panelboards 1 inch off wall.

E. Use sheet metal channel to bridge studs above and below cabinets and panelboards recessed in hollow partitions.

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Wall and ceiling outlet boxes.
2. Pull and junction boxes.

1.2 REFERENCES

A. NECA - Standard of Installation.

B. NEMA FB 1 - Fittings and Supports for Conduit and Cable Assemblies.

C. NEMA OS 1 - Sheet-steel Outlet Boxes, Device Boxes, Covers, and Box Supports.

D. NEMA OS 2 - Nonmetallic Outlet Boxes, Device Boxes, Covers, and Box Supports.

E. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).

F. NFPA 70 - National Electrical Code.

1.3 SUBMITTALS FOR CLOSEOUT

A. Refer to Section 01 77 00 - Closeout Procedures.

B. Record actual locations and mounting heights of outlet, pull, and junction boxes on project record documents.

1.4 REGULATORY REQUIREMENTS

A. Conform to requirements of NFPA 70.

B. Provide Products listed and classified by Underwriters Laboratories, Inc., as suitable for the purpose specified and indicated.

PART 2 - PRODUCTS

2.1 OUTLET BOXES

A. Provide exposed outlet boxes of galvanized malleable iron with appropriate covers and threaded hubs. Provide outlets for special devices that are suitable for the specific application.

B. Provide ceiling outlet boxes that are not less than 4 inches octagonal by 2 inches deep. Provide switch and receptacle outlet boxes that are not less than 2 inches wide by 3 inches long by 2 inches deep to accept standard device covers.

C. Where boxes are concealed in exposed masonry units, equip with rings of sufficient depth for the box to be wholly within the cavity of the block or tile.

D. Provide surface mounted, weatherproof, vaporproof and explosion proof outlet boxes of galvanized malleable iron, Type FS or FD as required, with appropriate covers and with threaded hubs.

2.2 PULL AND JUNCTION BOXES

A. In general, provide NEMA 12 enclosures for inside installation and NEMA 4X enclosures of stainless steel or cast aluminum construction for installation outside or exposed to the weather. Provide NEMA classifications indicated on the Drawings if inconsistent with this Section.

B. Size boxes based on the conditions of the installation in compliance with NEC.

C. Provide exposed outdoor pull boxes of cast aluminum or stainless steel, weatherproof and corrosion resistant, of the size shown on the Drawings. Provide indoor pull boxes of steel, complete with gaskets and screw covers.

D. Provide junction boxes of steel, complete with gaskets and screw covers. Verify that all box dimensions meet the requirements of the NEC and provide adequate space for the equipment and associated wiring that are to be installed in and on the enclosures. In general, Provide NEMA 1 enclosures for inside installation and NEMA 4X enclosures of stainless steel or cast aluminum construction for installation outside or exposed to the weather.

E. Provide terminal boxes of stainless steel complete with gaskets, hinges and latch mechanism. Provide terminals for each conductor and shield entering the box plus 20 percent spare.

F. Mark terminals with the appropriate loop or instrument numbers. Mount terminals on DIN rail. Space the DIN rail to allow wire numbers to be easily applied and to the conductors.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify locations of outlets in prior to rough-in.

3.2 INSTALLATION

A. Install boxes in accordance with NECA "Standard of Installation."

B. Install in locations as shown on Drawings, and as required for splices, taps, wire pulling, equipment connections and compliance with regulatory requirements.

C. Perform all cuts in masonry to accommodate any outlet box or associated item with masonry saw. Chipping or breaking with a hammer will not be permitted.

D. The approximate locations of outlets are shown on the Drawings. Determine the exact locations at the building site. The Engineer reserves the right to change the exact location of any switch, ceiling or other outlet in any space before it is permanently installed. Unless otherwise indicated or directed, place bottom of outlet boxes at the following heights above finished floor:

1.	Switch Outlets:	4 feet
2.	Wall Receptacles:	4 feet
3.	Exterior Weatherproof Outlets:	16 inches

E. Place outlets for wall receptacles so that the cover plate will be mounted with the long side vertical.

F. Maintain headroom and present neat mechanical appearance.

G. Align adjacent wall mounted outlet boxes for switches, thermostats, and similar devices.

H. Locate flush mounting box in masonry wall to require cutting of masonry unit corner only. Coordinate masonry cutting to achieve neat opening.

I. Do not install flush mounting boxes back-to-back in walls. Provide a minimum of 6 inches separation.

J. Support boxes independently of conduit.

K. Use gang box where multiple devices are mounted together. Do not use sectional box.

L. Use cast outlet box in exterior locations exposed to the weather and wet locations.

3.3 INTERFACE WITH OTHER PRODUCTS

A. Coordinate installation of outlet box for equipment connected.

3.4 ADJUSTING

A. Adjust flush-mounting outlets to make front flush with finished wall material.

B. Install knockout closures in unused box openings.

3.5 CLEANING

A. Section 01 77 00 - Closeout Procedures: Cleaning installed Work.

B. Clean interior of boxes to remove dust, debris, and other material.

C. Clean exposed surfaces and restore finishes.

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Metal conduit.

B. Flexible metal conduit.

C. Liquidtight flexible metal conduit.

D. Nonmetal conduit.

E. Fittings and conduit bodies.

1.2 REFERENCES

A. ANSI C80.1 - Rigid Steel Conduit, Zinc Coated.

B. ANSI C80.5 - Rigid Aluminum Conduit.

C. ANSI/NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies.

D. NFPA 70 - National Electrical Code.

E. NECA "Standard of Installation."

F. NEMA TC 2 - Electrical Plastic Tubing (EPT) and Conduit (EPC-80).

G. NEMA TC 3 - PVC Fittings for Use with Rigid PVC Conduit and Tubing.

1.3 SUBMITTALS

A. Submit under provisions of Section 01 33 00 - Submittal Procedures.

B. Product Data: Provide for metallic conduit, flexible metal conduit, liquidtight flexible metal conduit, nonmetallic conduit, fittings, and conduit bodies.

1.4 PROJECT RECORD DOCUMENTS

A. Submit in accordance with the provisions of Section 01 33 00 – Submittal Procedures, and Section 01 77 00 – Closeout Procedures.

B. Accurately record actual routing of conduits larger than 2 inches.

1.5 REGULATORY REQUIREMENTS

A. Conform to requirements of NFPA 70.

B. Furnish products listed and classified by Underwriters Laboratories, Inc. as suitable for purpose specified and shown.

1.6 FIELD SAMPLES

A. Provide under provisions of Section 01 40 00 – Quality Requirements.

1.7 DELIVERY, STORAGE AND HANDLING

A. Deliver, store, protect, and handle Products to site under provisions of Section 01 60 00 – Product Requirements.

B. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.

C. Protect PVC conduit from sunlight.

1.8 PROJECT CONDITIONS

A. Verify that field measurements are as shown on Drawings.

B. Verify routing and termination locations of conduit prior to rough-in.

C. Conduit routing is shown on Drawings in approximate locations unless dimensioned. Route as required to complete wiring system.

PART 2 - PRODUCTS

2.1 CONDUIT AND WIREWAY REQUIREMENTS

A. Provide all indoor conduits of rigid mild steel, galvanized inside and out with galvanized threads and UL labeled. Provide conduits for outdoor installations of Schedule 40 PVC encased in concrete.

B. Provide minimum conduit size of 3/4-inch nominal diameter, unless otherwise noted. Provide minimum conduit size of 1-inch nominal diameter for underground installations.

C. In slab construction, do no allow the maximum nominal conduit size to exceed 1/4 the slab thickness.

D. Unless otherwise indicated on the Drawings, for direct burial below ground or underneath concrete slabs, provide rigid steel conduits, galvanized inside and out, having galvanized threads, and coated with an approved bitumastic paint.

E. Provide threaded and galvanized malleable iron fittings for rigid steel conduit.

F. Provide threaded and galvanized malleable iron outlet bodies for rigid steel conduit.

G. Use liquid tight flexible metallic conduit made of galvanized steel with moisture and oil-proof PVC jacket, Type UA, UL labeled for connections to equipment subject to vibration.

H. Provide fittings made of threaded and galvanized malleable iron or steel, with molded plastic compression ring for liquid tight flexible metallic conduit.

I. Provide two-piece, screw-on cover type wireways with rust-inhibiting undercoat and grey finish coat. Provide minimum sizes as shown on the Drawings. Provide wireways of weatherproof construction where exposed to the weather or in damp locations. Provide wireways of dust tight construction where installed indoors.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install conduit in accordance with NECA "Standard of Installation."

B. Install nonmetallic conduit in accordance with manufacturer's instructions.

C. Arrange supports to prevent misalignment during wiring installation.

D. Support conduit using coated steel or malleable iron straps, lay-in adjustable hangers, clevis hangers, and split hangers.

E. Group related conduits together. Support conduits using conduit rack. Construct rack

of steel channels. Provide space on each for 25 percent additional conduits.

F. Fasten conduit supports to building structure and surfaces as indicated on Drawings.

G. Do not support conduit with wire or perforated pipe straps. Remove wire used for temporary supports

H. Arrange conduit to maintain headroom and present neat appearance.

I. Route exposed conduit parallel and perpendicular to walls.

J. Route conduit in and under slab from point-to-point.

K. Do not cross conduits in slab.

L. Maintain adequate clearance between conduits and piping.

M. Maintain 12-inch clearance between conduit and surfaces at which temperatures exceed 104 degrees F.

N. Cut conduit square using saw or pipe cutter; de-burr cut ends.

O. Bring conduit to shoulder of fittings; fasten securely.

P. Join nonmetallic conduit using cement as recommended by manufacturer. Wipe nonmetallic conduit dry and clean before joining. Apply full even coat of cement to entire area inserted in fitting. Allow joint to cure for 20 minutes, minimum.

Q. Use conduit hubs or sealing locknuts when connecting conduits to sheet metal and cast metal boxes.

R. Install no more than equivalent of four 90-degree bends between boxes. Use conduit bodies to make sharp changes in direction, as around beams. Use hydraulic one-shot bender to fabricate factory elbows for bends in metal conduit larger than 2-inch (50 mm) size.

S. To avoid moisture traps, provide junction box with drain fitting at low points in conduit system.

T. Provide suitable fittings to accommodate expansion and deflection where conduit crosses seismic, control and expansion joints.

U. Provide suitable pull string in each empty conduit, except sleeves and nipples.

V. Provide suitable caps to protect installed conduit against entrance of dirt and moisture.

W. Ground and bond conduit according to NFPA 70.

X. Identify conduit under provisions of Section 26 05 53 – Identification for Electrical Systems.

3.2 INTERFACE WITH OTHER PRODUCTS

A. Install conduit to preserve fire resistance rating of partitions and other elements.

B. Route conduit through roof openings for piping and ductwork or through suitable roof jack with pitch pocket. Coordinate location with roofing installation.

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. PVC conduit.

B. Duct.

C. Manholes.

1.2 REFERENCES

A. ANSI C80.1 - Rigid Steel Conduit, Zinc-Coated.

B. ASTM A48 - Gray Iron Castings.

C. ASTM C857 - Minimum Structural Design Loading for Underground Precast Concrete Utility Structures.

D. ASTM C858 - Underground Precast Concrete Utility Structures.

E. ASTM C891 - Installation of Underground Precast Utility Structures.

F. ASTM C1037 - Inspection of Underground Precast Utility Structures.

G. IEEE C2 - National Electrical Safety Code.

H. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies.

I. NEMA TC 2 - Electrical Plastic Tubing (EPT) and Conduit (EPC-40 and EPC-80).

J. NEMA TC 3 - PVC Fittings for Use with Rigid PVC Conduit and Tubing.

K. NEMA TC 6 - PVC and ABS Plastic Utilities Duct for Underground Installation.

L. NEMA TC 9 - Fittings for ABS and PVC Plastic Utilities Duct for Underground Installation.

M. NEMA TC 10 - PVC and ABS Plastic Communications Duct and Fittings for Underground Installation.

N. NEMA TC 14 - Filament-Wound Reinforced Thermosetting Resin Conduit and Fittings.

O. NFPA 70 - National Electrical Code.

P. UL 651A - Type EB and A PVC Conduit and HDPE Conduit.

1.3 SUBMITTALS FOR REVIEW

A. Section 01 33 00 – Submittal Procedures: Procedures for submittals.

B. Shop Drawings: Indicate dimensions, reinforcement, size and locations of openings, and accessory locations for precast manholes.

1.4 SUBMITTALS FOR INFORMATION

A. Section 01 33 00 – Submittal Procedures: Submittals for information.

B. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by Product testing agency specified under Regulatory Requirements. Include instructions for storage, handling, protection, examination, preparation, and installation of Product.

1.5 SUBMITTALS FOR CLOSEOUT

A. Section 01 77 00 - Closeout Procedures. Procedures for submittals.

B. Project Record Documents: Record actual routing and elevations of underground conduit and duct, and locations and sizes of manholes.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing the Products specified in this Section with minimum three (3) years documented experience.

1.7 REGULATORY REQUIREMENTS

A. Conform to requirements of NFPA 70 and IEEE C2.

B. Products: Listed and classified by Underwriters Laboratories, Inc. as suitable for the purpose specified and indicated.

1.8 FIELD MEASUREMENTS

A. Verify that field measurements are as indicated.

B. Verify routing and termination locations of duct bank prior to excavation for rough-in.

C. Verify locations of manholes prior to excavating for installation.

D. Duct bank routing is shown in approximate locations unless dimensions are indicated. Route as required to complete duct system.

E. Manhole locations are shown in approximate locations unless dimensions are indicated. Locate as required to complete duct bank system.

F. Coordinate installation and duct bank locations with other trades and Owner's representative to avoid conflicts and interferences.

PART 2 - PRODUCTS

2.1 RIGID STEEL CONDUIT

A. Rigid Steel Conduit: ANSI C80.1

B. Fittings: NEMA FB 1, steel.

2.2 PLASTIC CONDUIT

A. Rigid Plastic Conduit: NEMA TC 2, Schedule 40 PVC, with fittings and conduit bodies to NEMA TC 3.

B. Rigid Plastic Underground Conduit: UL 651A, Type A PVC UL 651A, TYPE EB PVC High-density polyethylene, Schedule 40 Fiberglass-reinforced epoxy.

2.3 ACCESSORIES

A. Underground Warning Tape: 4-inch wide plastic tape, detectable type, colored red with suitable warning legend describing buried electrical lines.

2.4 PRECAST CONCRETE MANHOLES

A. Description: Precast manhole designed in accordance with ASTM C858, comprising modular, interlocking sections complete with accessories.

B. Loading: ASTM C857, Class A-16.

C. Shape: As indicated on Drawings.

D. Nominal Inside Dimensions: As indicated on Drawings.

E. Corner Panel Dimensions: As indicated on Drawings.

F. Inside Depth: As indicated on Drawings.

G. Wall Thickness: 4 inches (minimum).

H. Base Section: Include 3 inch deep by 14 inch round sump with cast sleeve, and two 1 inch round rod openings.

I. Top Section: Include grooved opening for frame and cover.

J. Frames and Covers: ASTM A48; Class 30B gray cast iron, machine finished with flat bearing surfaces. Provide cover marked ELECTRIC to indicate utility.

K. Duct Entry Provisions: Single duct knockouts.

L. Duct Entry Locations: As indicated on Drawings.

M. Duct Entry Size: As indicated on Drawings.

N. Cable Pulling Irons: Use galvanized rod and hardware. Locate opposite each duct entry. Provide watertight seal.

O. Cable Racks: Steel channel with fastener to match mounting channel.

P. Cable Supports: Porcelain clamps and saddles.

Q. Sump Covers: ASTM A48; Class 30B gray cast iron.

R. Source Quality Control: Inspect manholes in accordance with ASTM C1037.

PART 3 - EXECUTION

3.1 DUCT BANK INSTALLATION

A. Section 01 40 00 - Quality Requirements: Manufacturer's instructions.

B. Install duct to locate top of duct bank at depths as indicated on Drawings.

C. Install duct with minimum slope of 4 inches per 100 feet. Slope duct away from building entrances.

D. Cut duct square using saw or pipe cutter; de-burr cut ends.

E. Join nonmetallic duct using adhesive as recommended by manufacturer.

F. Wipe nonmetallic duct dry and clean before joining. Apply full even coat of adhesive to entire area inserted into fitting. Insert duct to shoulder of fittings and rotate 90 degrees to set. Allow joint to cure for a minimum of 20 minutes.

G. Install no more than the equivalent of three 90-degree bends between pull points.

H. Provide suitable fittings to accommodate expansion and deflection where required.

I. Terminate duct in the sides of manholes with flush mounted pulling bell end fittings. Fill in around end fittings and make conduit watertight.

J. Stagger duct joints vertically in concrete encasement 6 inches minimum.

K. Band ducts together before placing concrete.

L. Securely anchor duct to prevent movement during concrete placement.

M. Place concrete under provisions of Section 03 30 00 – Cast-in-Place Concrete. Use mineral pigment to color concrete red.

N. Provide minimum 4-inch concrete cover at bottom, top, and sides of duct bank.

O. Provide two No. 4 steel reinforcing bars in top of bank under paved areas.

P. Connect to existing concrete encasement using dowels.

Q. Connect to manhole wall using dowels.

R. Provide suitable pull string in each empty duct except sleeves and nipples.

S. Swab duct. Use suitable caps to protect installed duct against entrance of dirt and moisture.

T. Backfill trenches under provisions of Section 31 20 01 – Trenching, Backfilling and Compacting.

U. Coordinate installation of underground warning tape with backfilling specified in Section 31 20 01 – Trenching, Backfilling, and Compacting. Install tape 12 inches below finished surface.

V. Provide vertical 90-degree bends to terminate duct bank for fiber optic cable in the bottom of hand holes.

W. Provide manholes and hand holes as indicated on Drawings. Manholes shall be furnished with pulling irons and embeds to attach cable racks and insulators.

X. Provide grounding conductors and ground rods as indicated on the Drawings.

3.2 PRE-CAST MANHOLE INSTALLATION

A. Section 01 40 00 - Quality Requirements: Manufacturer's instructions.

B. Excavate for manhole installation under the provisions of Section 31 20 01 – Trenching, Backfilling, and Compacting, Paragraph 3.6.

C. Install and seal precast sections in accordance with ASTM C891.

D. Install manholes plumb.

E. Use precast neck and shaft sections to bring manhole cover to finished elevation.

F. Attach cable racks to inserts after manhole installation is complete.

G. Install drains in manholes and connect to 4-inch pipe terminating in 1/3 cubic yard crushed gravel bed.

H. Dampproof exterior surfaces, joints, and interruptions of manholes after concrete has cured 28 days.

I. Backfill manhole excavation under the provisions of Section 31 20 01 – Trenching, Backfilling, and Compacting, Paragraph 3.15.

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Nameplates and labels.

B. Wire and cable markers.

C. Conduit markers.

1.2 REFERENCES

A. Section 01 40 00 - Quality Requirements: Requirements for references and standards.

B. NFPA 70 - National Electrical Code.

1.3 SUBMITTALS FOR REVIEW

A. Section 01 33 00 - Submittal Procedures.

B. Product Data: Provide catalog data for nameplates, labels and markers.

1.4 SUBMITTALS FOR INFORMATION

A. Section 01 33 00 – Submittal Procedures.

B. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by Product testing agency specified under Regulatory Requirements. Include instructions for storage, handling, protection, examination, preparation, and installation of Product.

1.5 REGULATORY REQUIREMENTS

A. Conform to requirements of NFPA 70.

B. Furnish products listed and classified by Underwriters Laboratories, Inc. as suitable for the purpose specified and indicated.

PART 2 - PRODUCTS (Not Applicable)

2.1 NAME PLATES AND LABELS

A. Provide nameplates of three-layer laminated plastic, engraved with white letters on black background.

B. Locations:

1. Each electrical distribution and control equipment enclosure.
2. Communication cabinets.
3. Panelboards.

C. Letter Size:

1. Use 1/4 inch letters for identifying individual equipment and loads.
2. Use 1/4 inch letters for identifying grouped equipment and loads.
3. Use 3-inch letters for identifying cable voltages.

D. Labels: Embossed adhesive tape, with 3/16 inch white letters on black background. Use only for identification of individual wall switches, receptacles and control device stations.

2.2 COLOR-CODING OF CONDUCTORS

A. Color-Coding of Secondary Phase Conductors: Use the following colors for phase conductors:

1. 208/120-V Conductors:

a. Phase A: Black.
b. Phase B: Red.
c. Phase C: Blue.
d. Neutral: White.

2. 480/277-V Conductors:

a. Phase A: Brown.
b. Phase B: Orange.
c. Phase C: Yellow.
d. Neutral: White with black tracer.

3. Factory apply color the entire length of conductors, except the following field-applied, color-coding methods may be used instead of factory-coded wire for sizes larger than No. 10 AWG:

a. Colored, pressure-sensitive plastic tape in half-lapped turns for a distance of 6 inches (150 mm) from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to

prevent possible unwinding. Use 1-inch- (25-mm-) wide tape in colors specified. Adjust tape bands to avoid obscuring cable identification markings.

b. Colored cable ties applied in groups of three ties of specified color to each wire at each terminal or splice point starting 3 inches (76 mm) from the terminal and spaced 3 inches (76 mm) apart. Apply with a special tool or pliers, tighten to a snug fit, and cut off excess length.

2.3 WIRE MARKERS

A. Description: Tape type wire markers, computer printed as manufactured by Raychem, Brady, or approved equal.

B. Locations: Each conductor at panelboard gutters, pull boxes, outlet and junction boxes, and each load connection.

C. Legend:

1. Power and Lighting Circuits: Branch circuit or feeder number indicated on Drawings.
2. Control Circuits: Control wire number indicated on schematic and interconnection diagrams on shop Drawings.

2.4 CONDUIT MARKERS

A. Location: Furnish markers for each conduit longer than 6 feet.

B. Spacing: 15 feet on center.

C. Color: Maintain Owner's existing color-coding system.

2.5 UNDERGROUND WARNING TAPE.

A. Description: 4-inch-wide plastic tape, detectable type, colored red with suitable warning legend describing buried electrical lines.

PART 3 - EXECUTION

3.1 PREPARATION

A. Degrease and clean surfaces to receive nameplates and labels.

3.2 INSTALLATION

A. Section 01 40 00 - Quality Requirements: Manufacturer's instructions.

B. Install nameplate and label parallel to equipment lines.

C. Secure nameplate to equipment front using stainless steel screws.

D. Secure nameplate to inside surface of door on panelboard that is recessed in finished locations.

E. Identify conduit using field painting under provisions of Section 09 90 00 - Painting.

F. Paint colored band on each conduit longer than 6 feet.

G. Paint bands 15 feet on center.

H. Color: Maintain Owner’s existing color-coding system.

I. Identify underground conduits using underground warning tape. Install one tape per trench at 12 inches below finished grade.

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

A. Description of Work:

1. Prior to energizing equipment, retain services of recognized independent testing laboratory for purpose of performing inspections and tests as herein specified.
2. Ensure electrical equipment supplied by Contractor and Owner is operational within industry and manufacturer's tolerances and installed in accordance with Specifications.

1.2 SUBMITTALS

A. Test Reports:

1. Seven (7) copies of complete testing report utilizing NETA printed forms.
2. Submit report no later than 30 days after testing complete.

B. Submit proof of testing agency qualification.

1.3 QUALITY ASSURANCE

A. Regulatory Requirements:

1. National Fire Protection Association (NFPA):

   a. National Electrical Code (NEC) and (NFPA No. 70).

2. Underwriters Laboratories, Inc. (UL).

B. Inspections and tests shall utilize following:

1. Project Specifications.
2. Project Drawings.
3. Manufacturer's instruction manuals applicable to each particular apparatus.

C. Testing Agency:

1. Meet federal, state, and local safety requirements for accreditation of testing laboratories, CFR Title 29, Part 1907, "Accreditation of Testing Laboratories." Membership in National Electrical Testing Association (NETA) constitutes proof of meeting such criteria.
2. Meet Federal Department of Commerce requirements for nationally independent testing laboratory certification.

D. Permanently record checks and tests and make available to Engineer.

1.4 PROJECT/SITE CONDITIONS

A. Contractor's Responsibilities:

1. Supply source of test power to test laboratory at each test site.
2. Notify testing laboratory when equipment becomes available for acceptance tests.
3. Coordinate Work to minimize Project delay.
4. Supply complete set of electrical drawings, specifications, and pertinent change orders to testing laboratory prior to commencement of testing.

B. Testing Laboratory Responsibilities:

1. Notify Engineer prior to commencement of testing.
2. Provide material, equipment, labor, and technical supervision to perform such tests and inspections.

C. Recommendations for acceptance or rejection shall be given upon consultation of Engineer, Owner, Contractor, and testing laboratory's representative.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

3.1 GENERAL

A. Test Work and equipment installed to ensure proper and safe operation in accordance with intent of Drawings and Specifications.

1. Check interlocking and automatic control sequences and test operation of safety and protective devices.
2. Correct defects found by Work of this Section.
3. Cooperate with Power Company, supplier, and manufacturer representatives in order to achieve proper and intended operation of equipment.

B. Test, adjust and record operating voltages at each system level before energizing branch circuits.

1. Transformer taps shall be adjusted to obtain as near as possible nominal system voltage under typical running conditions.
2. Where transformer is under utility jurisdiction, obtain services of utility to correct voltage.
3. Replace devices and equipment damaged due to failure to comply with this requirement.

C. Balance load among feeder conductors at each panelboard, switchboard or substation and reconnect loads as necessary to obtain reasonable load balance on each phase. Electrical unbalance shall not exceed 7-1/2 percent.

3.2 SWITCHGEAR AND SWITCHBOARD ASSEMBLIES

A. Visual and Mechanical Inspections:

1. Inspect for physical damage.
2. Verify equipment supplied and connected in accordance with Specifications.
3. Inspect for proper alignment, anchorage and grounding.
4. Check tightness of accessible bolted bus joints by calibrated torque wrench method. Refer to manufacturer's instructions for proper ft-lb levels.
5. Key interlock system shall be physically tested to ensure proper function.
6. Doors, panels, and sections shall be inspected for paint, scratches and fit.
7. Mechanical operation of relays, switches, and other devices.

B. Electrical Tests:

1. Insulation Resistance Test: Measure insulation resistance of each bus section phase-to-phase and phase-to-ground for 1 minute. Test voltage and minimum acceptable values in accordance with Paragraph 3.2.C.2.

C. Test Values:

1. Bolt torque levels shall be in accordance with manufacturer's instructions.
2. Insulation resistance test shall be performed in accordance with following.

Insulation Resistance Test Voltage	
Voltage Rating	**Test Voltage**
150 - 600 v	1,000 v
601 - 5,000 v	2,500 v
5,001 v and above	5,000 v

3. Values of insulation resistance less than rated kv +1 in megohms shall be investigated and corrected.

3.3 PROTECTIVE RELAYS

A. Visual and Mechanical Inspection:

1. Relays shall be inspected for physical damage and compliance with Specifications.
2. Inspect cover gasket, cover glass, presence of foreign material, moisture, condition of spiral spring, disc clearance, rust, and contacts.
3. Check mechanically for freedom of movement, proper travel and alignment, and tightness of mounting hardware and tap screws.

B. Electrical Tests:

1. Perform insulation resistance test on each circuit branch to frame. Do not perform this test on solid state relays.
2. Perform the following tests on nominal settings:

    a. Pickup parameters on each operating element.
    b. Timing test shall be performed at 3 points on time dial curve.
    c. Pick up target and seal in units.
    d. Special test as required to check operation of restraint, directional and other elements per manufacturer's instruction manual.

3. Perform phase angle and magnitude contribution tests on differential and directional type relays after energization to vectorially prove proper polarity and connection.

3.4 INSTRUMENT TRANSFORMERS

A. Visual and Mechanical Inspection:

1. Inspect for physical damage and compliance with Drawings.
2. Check mechanical clearances and proper operations of disconnecting and grounding devices associated with potential transformers.
3. Verify proper operation of grounding or shorting devices.

B. Electrical Tests:

1. Confirm transformer polarity electrically.
2. Verify connection at secondary CT leads by driving low current through leads and checking for this current at applicable devices.
3. Confirm transformer ratio.
4. Measure insulation resistance of transformer secondary and leads with 500 V megohm meter.
5. Measure transformer primary insulation with applicable overpotential tests.
6. Verify connection of secondary PT leads by applying low voltage to leads and checking for this voltage at applicable devices.

3.5 METERING AND INSTRUMENTATION

A. Visual and Mechanical Inspection:

1. Examine devices for broken parts, indication of shipping damage and wire connection tightness.
2. Verify meter connections in accordance with single line meter and relay diagram.

B. Electrical Tests:

1. Calibrate meters at midscale. Calibration instruments shall have precision no more than 50 percent of instrument being tested.
2. Calibrate watthour meters to 1/2 percent.
3. Verify instrument multipliers.

3.6 CIRCUIT BREAKERS - LOW VOLTAGE - AIR

A. Visual and Mechanical Inspection:

1. Inspect for physical damage and compliance with Specifications.
2. Mechanical operational tests shall be made in accordance with manufacturer's instruction manual.
3. Cell fit and element alignment shall be checked.
4. Check tightness of connections.
5. Check lock out provisions are provided as specified.

B. Electrical Tests:

1. Contact resistance test shall be performed.
2. Insulation resistance test shall be performed at 1,000 vdc for 1 minute from pole-to-pole and across open contacts of each phase.
3. Minimum pick up current shall be determined by primary current injection.
4. Long time delay shall be determined by primary injection of current.
5. Short time pickup and time delay shall be determined by primary injection of current.
6. Instantaneous pickup current shall be determined by injection.
7. Trip unit reset characteristics shall be verified.
8. Make adjustments to final settings as required.
9. Auxiliary protective devices such as ground fault or under voltage relays shall be activated to ensure operation of shunt trip devices.

C. Test Values:

1. Contact resistance shall be determined in microhms. Values exceeding 200 microhms or deviating from adjacent poles or similar breakers by more than 50 percent shall be investigated and corrected.
2. Insulation resistance shall not be less than 50 megohms.
3. Minimum pickup current, trip times, and instantaneous pickup values shall be adjusted to settings developed in coordination study as specified in Section 26 05 73 – Power System Studies. Test values should fall within manufacturer's published time-current characteristics tolerance band.

3.7 CIRCUIT BREAKERS - LOW VOLTAGE - MOLDED CASE, 225 AMP FRAME AND ABOVE

A. Visual and Mechanical Inspection:

1. Check circuit breaker for proper mounting, conductor size, and feeder designation.
2. Operate circuit breaker to ensure smooth operation.
3. Inspect case for cracks or other defects.
4. Check tightness of connection with torque wrench in accordance with manufacturer's recommendations.
5. Check lock out provisions are provided as specified.

B. Electrical Tests:

1. Measure contact resistance.
2. Time-current characteristic tests shall be performed by passing 300 percent rated current through each pole. Trip time shall be determined.
3. Instantaneous pickup current shall be determined by run-up or pulse method. Clearing times should be within 4 cycles or less.
4. Insulation resistance shall be determined pole-to-pole, across pole, and pole-to-ground. Test voltage shall be 1,000 vdc.

C. Test Values:

1. Contact resistance shall be compared to adjacent poles and similar breaker. Deviations of more than 50 percent shall be investigated and corrected.
2. Insulation resistance shall not be less than 50 megohms.
3. Trip times shall fall within manufacturer's published time-current characteristic tolerance bands.

3.8 GROUND FAULT SYSTEMS

A. Visual and Mechanical Inspection:

1. Inspect for physical damage and compliance with Drawings and Specifications.
2. Inspect neutral main bonding connection to ensure following.

a. Zero sequence system grounded upstream of sensor.
b. Ground strap systems grounded through sensing device.
c. Ground connection made ahead of neutral disconnect link.

3. Inspect control power transformer to ensure adequate capacity for system.
4. Manually operate monitor panels (if present) for following.

a. Trip test.
b. No trip test.
c. Non-automatic reset.

5. Record proper operation and test sequence.
6. Inspect zero sequence systems for symmetrical alignment of core balance transformers about current carrying conductors.
7. Verify ground fault device circuit nameplate identification by actuation observation.
8. Pickup and time delay settings shall be set in accordance with settings developed through coordination study and as approved by Engineer.

B. Electrical Tests:

1. Test in accordance with manufacturer's instructions.
2. Measure system neutral insulation resistance to ensure no shunt ground paths exist, neutral-ground disconnect link removed, neutral insulation resistance measured, and link replaced.
3. Relay pickup current shall be determined by primary injection at sensor and circuit interrupting device operated.
4. Relay timing shall be tested by injecting 150 percent and 300 percent of pickup current into sensor. Total trip time shall be electrically monitored.
5. System operation shall be tested at 55 percent rated voltage.
6. Zone interlock system shall be tested by simultaneous sensor current injective and monitoring blocking function.

C. Test Parameters:

1. System neutral insulation shall be minimum of 100 ohms, preferably 1 megohm or larger.
2. Relay pickup current shall be within 10 percent of device dial or fixed setting, and in no case greater than 1,200 amps.
3. Relay timing shall be in accordance with manufacturer's published time-current characteristic curves, but in no case longer than 1 second.

3.9 GROUNDING SYSTEMS

A. Visual and Mechanical Inspection:

1. Inspect ground system for compliance with Drawings and Specifications.

B. Electrical Tests:

1. Fall of potential test in accordance with IEEE No. 81, Section 9.04 on main grounding electrode or system.
2. 2-point method test in accordance with IEEE No. 81, Section 9.03, to determine ground resistance between main grounding system and major electrical equipment frame, system neutral, and derived neutral points.
3. Alternate to 2-point method.

    a. Ground continuity test between main ground system and equipment frame, system neutral, and derived neutral point.
    b. Test shall be made by passing minimum of 10 amp DC current between ground reference system and ground point to be tested.
    c. Voltage drop shall be measured and resistance calculated by voltage drop method.

C. Test Values:

1. Main ground electrode system resistance to ground shall be no greater than 5 ohms for commercial or industrial systems and 1 ohm or less for generating or transmission station grounds, unless otherwise specified by Engineer.

3.10 INSTRUMENTS AND METERS

A. Voltmeters:

1. Clean glass.
2. Check movement for proper operation.
3. Electrically check calibration of cardinal points with reference to instrument with 1 percent minimum accuracy.
4. Verify proper switching in all positions.

B. Ammeter:

1. Clean glass.
2. Check movement for proper operation.
3. Electrically test current transformers for ratio and polarity.
4. Electrically check calibration at cardinal points with reference to instrument with 1 percent minimum accuracy.
5. Verify proper switching in all positions. Verify CT ratio and polarity.

C. Watthour/Demand Register Meters:

1. Clean glass.
2. Check movement for proper operation.

3. Electrically test and adjust watthour movement to 1 percent accuracy under light load, full load, and 50 percent power factor load.
4. Electrically test for creep and balance.
5. Electrically test interval timer.
6. Electrically test demand register.
7. Verify CT and PT ratio and polarity.

3.11 MOTOR CONTROL CENTERS AND MOTORS

A. Visual and Mechanical Inspection:

1. Inspect for physical damage, proper anchorage, and grounding.
2. Compare equipment nameplate data with Drawings or starter schedule.
3. Compare overload heaters with motor full load current for proper size.

B. Electrical Tests Motors 20 horsepower and above:

1. Motor overload units shall be tested by injecting primary current through overload unit and monitoring trip time.

C. Test Values:

1. Overload tests shall be made at 300 percent of motor full load current. Trip times shall be in accordance with manufacturer's tolerances. Values in excess of 120 seconds shall be investigated and corrected.

3.12 TRAINING

A. Provide competent, factory authorized personnel to provide instruction to operation and maintenance personnel concerning the location, operation, and troubleshooting of the installed systems.

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Hinged cover enclosures.

B. Cabinets.

C. Terminal blocks.

D. Accessories.

1.2 REFERENCES

A. Section 01 40 00 - Quality Requirements.

B. NECA - Standard of Installation (National Electrical Contractors Association).

C. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).

D. NEMA ICS 4 - Terminal Blocks for Industrial Control Equipment and Systems.

E. NFPA 70 - National Electrical Code.

1.3 SUBMITTALS FOR REVIEW

A. Section 01 33 00 - Submittal Procedures.

B. Product Data: Provide manufacturer's standard data for enclosures, cabinets, and terminal blocks.

1.4 SUBMITTALS FOR INFORMATION

A. Section 01 33 00 - Submittal Procedures.

B. Manufacturer's Instructions: Submit application conditions and limitations of use stipulated by Product testing agency specified under Regulatory Requirements. Include instructions for storage, handling, protection, examination, preparation, and installation of Product.

1.5 REGULATORY REQUIREMENTS

A. Conform to requirements of NFPA 70.

B. Products: Listed and classified by Underwriters Laboratories, Inc. as suitable for the purpose specified and indicated.

1.6 MAINTENANCE MATERIALS

A. Section 01 77 00 - Closeout Procedures.

B. Furnish two of each key.

PART 2 - PRODUCTS

2.1 TERMINAL AND CONTROL CABINETS

A. Provide terminal and control cabinets of sheet steel complete with gasketed screw covers, having the minimum dimensions shown on the drawings. Verify all cabinet dimensions. Furnish enclosures which meet the requirements of the NEC and provide adequate space for the equipment and associated wiring to be installed in and on the enclosures. Provide NEMA 12 enclosures for indoor installations. Provide NEMA 4X enclosures of stainless steel or cast aluminum for installations outdoors or exposed to the weather.

B. Where control items such as relays and contactors are installed, provide a wiring diagram with plastic cover inside the face of the door of the enclosure.

C. Securely fasten an engraved bakelite legend plate to the outside of the cover of all terminal and control cabinets.

D. Provide heavy duty, oil-tight selector switches, push-button stations, pilot lights and other control items mounted inside, or in the cover of control cabinets.

2.2 TERMINAL STRIPS

A. Provide terminal strips that are of the 600-volt channel mounted type with flat terminals and pressure-type connectors. Clearly identify all terminations on a marking strip.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Section 01 40 00 - Quality Requirements: Manufacturer's instructions.

B. Install in accordance with NECA "Standard of Installation."

C. Install enclosures and boxes plumb. Anchor securely to wall and structural supports at each corner.

D. Install cabinet fronts plumb.

3.2 CLEANING

A. Section 01 77 00 - Closeout Procedures: Cleaning installed work.

B. Clean electrical parts to remove conductive and harmful materials.

C. Remove dirt and debris from enclosure.

D. Clean finishes and touch up damage.

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Wall switches.

B. Receptacles.

C. Device plates and decorative box covers.

1.2 REFERENCES

A. NECA - Standard of Installation.

B. NEMA WD 1 - General Requirements for Wiring Devices.

C. NEMA WD 6 - Wiring Device - Dimensional Requirements.

D. NFPA 70 - National Electrical Code.

1.3 SUBMITTALS FOR REVIEW

A. Section 01 33 00 - Submittal Procedures.

B. Product Data: Provide manufacturer's catalog information showing dimensions, colors, and configurations.

1.4 SUBMITTALS FOR INFORMATION

A. Section 01 33 00 - Submittal Procedures.

B. Submit manufacturer's installation instructions.

1.5 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing the Products specified in this Section with a minimum of three years documented experience.

1.6 REGULATORY REQUIREMENTS

A. Conform to requirements of NFPA 70.

B. Provide Products listed and classified by Underwriters Laboratories, Inc., as suitable for the purpose specified and indicated.

PART 2 - PRODUCTS

2.1 WALL SWITCHES (NON-HAZARDOUS LOCATIONS)

A. Description: NEMA WD 1, Heavy-Duty, AC only general-use snap switch.

B. Body and Handle: White or tan plastic with toggle handle.

C. Ratings:

1. Voltage: 125 volts, AC.
2. Current: 20 amperes.

2.2 WALL SWITCHES (HAZARDOUS LOCATIONS)

1. Use Crouse-Hinds FSPC series devices rated for Class I Division 1 locations.

2.3 RECEPTACLES (NON-HAZARDOUS LOCATIONS)

A. Description: NEMA WD 1, heavy-duty general use receptacle.

B. Device Body: White or tan plastic.

C. Configuration: NEMA WD 6, type as specified and indicated.

D. Convenience Receptacle: Type 5-20.

E. GFCI Receptacle: Convenience receptacle with integral ground fault circuit interrupter to meet regulatory requirements.

2.4 RECEPTACLES (HAZARDOUS LOCATIONS)

A. Use Crouse-Hinds CPS series devices rated for Class I Division 1 locations.

2.5 WALL PLATES

A. Cover Plate: Stainless steel, satin finish, heavy duty.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 01 31 00 - Project Management and Coordination: Verification of existing conditions prior to beginning work.

B. Verify that outlet boxes are installed at proper height.

C. Verify that wall openings are neatly cut and will be completely covered by wall plates.

D. Verify that branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.

3.2 PREPARATION

A. Provide extension rings to bring outlet boxes flush with finished surface.

B. Clean debris from outlet boxes.

3.3 INSTALLATION

A. Install in accordance with NECA "Standard of Installation."

B. Insure that wiring devices are rigidly installed, properly aligned and plumb with the finish. Install a blank plate on all boxes in which devices are not specified. Furnish a device plate for each device. Install plates with all four edges in continuous contact with the finish using no mats. Do not allow plates to support the wiring devices. Install gaskets where necessary to insure watertight and vaportight construction. Provide wiring devices that are UL listed.

C. Install switches with OFF position down.

D. Install receptacles with grounding pole on bottom.

E. Connect wiring device grounding terminal to outlet box with bonding jumper branch circuit equipment grounding conductor.

F. Install stainless steel plates on switch, receptacle and blank outlets in finished areas.

G. Connect wiring devices by wrapping conductor around screw terminal.

H. Install stainless steel plates on outlet boxes and junction boxes in unfinished areas, above accessible ceilings, and on surface mounted outlets.

I. Use jumbo size plates for outlets installed in masonry walls.

J. Label each receptacle and light switch cover plate with the panel and circuit number.

3.4 INTERFACE WITH OTHER PRODUCTS

A. Coordinate locations of outlet boxes provided under Section 26 05 33- Raceways and Boxes for Electrical Systems. Boxes are to obtain mounting heights specified and indicated on drawings.

B. Install wall switch 4 feet above finished floor.

C. Install convenience receptacle 4 feet above finished floor.

D. Install telephone jack 4 feet above finished floor.

3.5 FIELD QUALITY CONTROL

A. Section 01 40 00 - Quality Requirements.

B. Inspect each wiring device for defects.

C. Operate each wall switch with circuit energized and verify proper operation.

D. Verify that each receptacle device is energized.

E. Test each receptacle device for proper polarity.

F. Test each GFCI receptacle device for proper operation.

G. Verify that each telephone jack is properly connected and circuit is operational.

3.6 ADJUSTING

A. Section 01 77 00 - Closeout Procedures: Adjusting installed work.

B. Adjust devices and wall plates to be flush and level.

3.7 CLEANING

A. Section 01 77 00 - Closeout Procedures: Cleaning installed work.

B. Clean exposed surfaces to remove splatters and restore finish.

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Indoor and outdoor luminaires and accessories.

B. Emergency lighting units.

C. Ballasts.

D. Lamps.

1.2 REFERENCES

A. ANSI C78.379 - Electric Lamps - Incandescent and High-Intensity Discharge Reflector Lamps - Classification of Beam Patterns.

B. ANSI C82.1 - Ballasts for Fluorescent Lamps - Specifications.

C. ANSI C82.4 - Ballasts for High-Intensity Discharge and Low-Pressure Sodium Lamps (Multiple Supply Type).

D. NEMA WD 6 - Wiring Devices-Dimensional Requirements.

E. NFPA 70 - National Electrical Code.

F. NFPA 101 - Life Safety Code.

1.3 SUBMITTALS FOR REVIEW

A. Section 01 33 00 - Submittal Procedures.

B. Product Data: Provide dimensions, ratings, and performance data.

1.4 SUBMITTALS FOR INFORMATION

A. Section 01 33 00 – Submittal Procedures: Submittals for information.

B. Submit manufacturer's installation instructions. Indicate application conditions and limitations of use stipulated by Product testing agency specified under Regulatory

Requirements. Include instructions for storage, handling, protection, examination, preparation, and installation of Product.

1.5 SUBMITTALS FOR CLOSEOUT

A. Section 01 77 00 – Closeout Procedures: Submittals for project closeout.

B. Submit manufacturer's operation and maintenance instructions for each product.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing the Products specified in this Section with minimum ten years' experience.

1.7 REGULATORY REQUIREMENTS

A. Conform to requirements of NFPA 70.

B. Conform to requirements of NFPA 101.

C. Products: Listed and classified by Underwriters Laboratories, Inc. as suitable for the purpose specified and indicated.

1.8 EXTRA PRODUCTS

A. Section 01 77 00 – Closeout Procedures.

B. Furnish two of each plastic lens type.

C. Furnish two replacement lamps for each lamp type.

D. Furnish two of each ballast type.

PART 2 - PRODUCTS

2.1 INDOOR LUMINAIRES

A. Furnish products as scheduled on Drawings.

2.2 OUTDOOR LUMINAIRES

A. Furnish products as scheduled on Drawings.

2.3 EMERGENCY LIGHTING UNITS

A. Furnish products as scheduled on Drawings.

2.4 FLUORESCENT BALLASTS

A. Description: ANSI/IEEE C62.41, high power factor type high frequency electronic ballast, suitable for lamps specified.

B. Voltage: Match luminaire voltage.

C. Source Quality Control: Certify fluorescent ballast design and construction per Certified Ballast Manufacturers.

2.5 HIGH INTENSITY DISCHARGE (HID) BALLASTS

A. Description: ANSI C82.4, lamp ballast, suitable for lamp specified.

B. Voltage: Match luminaire voltage.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install suspended luminaires using pendants supported from hangers. Provide pendant length required to suspend luminaires at indicated height.

B. Install surface mounted luminaires plumb and adjust to align with building lines and with each other. Secure to prevent movement.

C. Install wall mounted luminaires, emergency lighting units at height as indicated on Drawings.

D. Install accessories furnished with each luminaire.

E. Connect luminaires and emergency lighting units to branch circuit outlets provided under Section 26 05 33 – Raceways and Boxes for Electrical Systems.

F. Make wiring connections to branch circuit.

G. Bond products and metal accessories to branch circuit equipment grounding conductor.

H. Install specified lamps in each emergency lighting unit and luminaire.

3.2 FIELD QUALITY CONTROL

A. Section 01 40 00 - Quality Requirements.

B. Install all products per manufacturers' instructions and recommendations.

C. Operate each luminaire after installation and connection. Inspect for proper connection and operation.

D. Use necessary precautions to prevent discharge battery powered emergency luminaries.

3.3 ADJUSTING

A. Section 01 73 34 – Testing Electrical Systems and Section 01 79 20 – Electrical System Demonstrations.

B. Aim and adjust luminaires as indicated or directed.

C. Adjust incandescent lamps on battery powered emergency luminaries to illuminate path of egress.

3.4 CLEANING

A. Section 01 77 00 – Closeout Procedures: Cleaning installed work.

B. Clean electrical parts to remove conductive and deleterious materials.

C. Remove dirt and debris from enclosures.

D. Clean photometric control surfaces as recommended by manufacturer.

E. Clean finishes and touch up damage.

3.5 DEMONSTRATION AND INSTRUCTIONS

A. Section 01 79 20 – Electrical System Demonstrations: Demonstrating installed work.

B. Demonstrate luminaire operation for minimum of two hours.

3.6 CLEANING OF FINISHED WORK

A. Comply with requirements of Section 01 77 00 – Closeout Procedures.

B. Re-lamp luminaires that have failed lamps at Substantial Completion.

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

A. Provide all labor, equipment, materials, tools and incidentals required to perform site clearing as shown on the Drawings and specified herein.

B. This Section includes the following:

1. Protection of existing trees and vegetation to remain.
2. Removing trees and other vegetation.
3. Clearing and grubbing.
4. Topsoil stripping and stockpiling.

1.2 DEFINITIONS

A. Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than two (2) inches in diameter; and free of weeds, roots, and other deleterious materials.

B. Tree Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction, and defined by the drip line of individual trees or the perimeter drip line of groups of trees (where indicated on the drawings).

1.3 MATERIALS OWNERSHIP

A. Except for materials indicated to be stockpiled or to remain Owner's property, cleared materials shall become Contractor's property and shall be removed from the site.

1.4 SUBMITTALS

A. Submit copies of all permits required prior to all clearing, and grubbing work.

B. Photographs sufficiently detailed, of existing conditions of trees and plantings, adjoining construction, and site improvements that might be misconstrued as damage caused by site clearing.

C. Submit in accordance with Section 01 33 00 – Submittal Procedures.

1.5 QUALITY ASSURANCE

A. Discuss site clearing plan in Preconstruction Conference prior to start of construction. See Section 01 31 00 – Project Management and Coordination for preconstruction conference requirements.

1.6 PROJECT CONDITIONS

A. Environmental Requirements

1. Prior to conducting site clearing, obtain sediment and erosion control permit.
2. Do not commence site-clearing operations until temporary erosion and sedimentation control measures are in place.

B. Existing Conditions

1. Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
2. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
3. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
4. Identify and accurately locate capped utilities and other subsurface structural, electrical, and mechanical conditions.
5. Notify utility locator service for area where Project is located before site clearing.

C. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.

D. Clearing and grubbing limits are defined as shown on the drawing.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. Satisfactory Soil Materials: Requirements for satisfactory soil materials are specified in Section 31 20 00 – Earth Moving.

1. Obtain approved borrow soil materials off-site when satisfactory soil materials are not available on site.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect and maintain benchmarks and survey control points from disturbance during construction.

B. Provide erosion-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties, walkways, lakes and streams.

C. Locate and clearly flag trees and vegetation to remain or to be relocated.

D. During construction, protect from damage any existing site improvements to remain.

1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TREE PROTECTION AND TRIMMING

A. Erect and maintain a temporary fence around drip line of individual trees or around perimeter drip line of groups of trees to remain. Remove fence when construction is complete.

1. Do not store construction materials, debris, or excavated material within drip line of remaining trees.
2. Do not permit vehicles, equipment, or foot traffic within drip line of remaining trees.

B. Contractor is responsible for removal and disposal of trees within construction limits as shown on drawings.

C. Repair or replace trees and vegetation, outside construction limits, that are damaged by construction operations, in a manner approved by Engineer.

1. Employ a qualified arborist, licensed in jurisdiction where Project is located, to submit details of proposed repairs and to repair damage to trees and shrubs.
2. Replace trees that cannot be repaired and restored to full-growth status, as determined by the qualified arborist. Replacement of trees and landscaping items that were listed as items to remain, that are damaged by construction will be replaced in a like fashion (same species, quality and size) at contractors expense.

D. Contractor shall water trees and other vegetation to remain within the limits of the contract work as required to maintain their health during the course of construction operations.

E. Protect existing trees and other vegetation which is to remain in place, against unnecessary cutting, breaking or skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line.

F. Carefully and cleanly cut roots and branches of trees not indicated for removal where such roots and branches obstruct work. Coat cut roots and branches with emulsified asphalt, or other acceptable coating formulated for use on damaged plant tissues. Temporarily cover exposed roots with wet burlap to prevent roots from drying out and cover with earth as soon as possible.

3.3 CLEARING AND GRUBBING

A. Remove obstructions, trees, down timber, logs, brush, hedges, shrubs, undergrowth, debris, grass, and other vegetation to permit installation of new construction. Removal includes digging out stumps and obstructions and grubbing roots.

1. Perform clearing and grubbing operations before construction of structures and after, or during, demolition operations.
2. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
3. Cut minor roots and branches of trees indicated to remain in a clean and careful manner where such roots and branches obstruct installation of new construction.
4. Completely remove stumps, roots, obstructions, and debris extending to a depth of 18 inches below exposed subgrade.
5. Use only hand methods for grubbing within drip line of remaining trees.

B. Fill depressions caused by clearing and grubbing operations in accordance with Section 31 20 00 – Earth Moving.

C. Cleared materials may be used for sediment barriers by the construction of brush barriers on the low side of the site. The creation of brush barriers shall be approved, in advance, by the Engineer.

3.4 TOPSOIL STRIPPING

A. Remove sod and grass before stripping topsoil and store in location designated by Engineer.

B. Strip topsoil to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.

1. Strip surface soil of unsuitable topsoil, including rocks, wood matter, trash, debris, weeds, roots, and other waste materials.

C. Stockpile topsoil materials away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust.

1. Limit height of topsoil stockpiles to 72 inches.
2. Do not stockpile topsoil within drip line of remaining trees.
3. Dispose of excess topsoil as specified for waste material disposal.
4. Stockpile surplus topsoil and allow for respreading deeper topsoil.
5. Install silt fence around topsoil stockpile to prevent sedimentation offsite.

3.5 DISPOSAL

A. Remove surplus soil material, unsuitable topsoil, spoil material, obstructions, demolished materials, and waste materials, including trash and debris, and legally dispose of them off Owner's property.

B. Burning of cleared and grubbed materials will not be permitted.

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

A. Provide all labor, materials, equipment, tools, and incidentals to perform all excavation work and grading; place and compact backfill; and dispose of unsuitable waste and surplus materials as shown on the Drawings and specified herein.

B. Section includes:

1. Preparing subgrades for slabs-on-grade, walks, pavements, and lawns.
2. Excavating, backfilling and compaction for buildings and structures.
3. Drainage course for slabs-on-grade.
4. Subbase course for concrete walks and pavements.
5. Subbase and base course for asphalt paving.
6. Subsurface drainage backfill for walls and trenches.
7. Rock Excavation.
8. Excavating, backfilling and compaction for utility trenches inside and outside structure lines.
9. Excess soil stockpiling and respreading.

1.2 DEFINITIONS

A. Backfill: Soil materials used to fill an excavation.

1. Initial Backfill: Backfill placed beside and over a pipe in a trench, including haunches to support the sides of pipe, or adjacent to a foundation in a structural excavation. Place materials in lifts 6 inches or less in uncompacted thickness. Compact each lift in accordance with pipe manufacturers' recommendations, or paragraph 3.15 of this Section, as applicable.
2. Final Backfill: Backfill placed in lifts 6 inches or less in uncompacted thickness over the initial backfill. Compact each lift in accordance with pipe manufacturer's recommendations, or paragraph 3.15 of this Section, as applicable.

B. Base Course: Material that is placed and compacted between the subbase course and asphalt paving.

C. Borrow Soil: Satisfactory, tested and approved, soil imported from off-site for use as fill or backfill.

D. Drainage Course: Material used to minimize capillary flow of pore water while supporting slab on grade.

E. Excavation: Removal of material encountered above subgrade elevations.

1. Additional Excavation: Excavation below subgrade elevations as directed by Engineer. Additional excavation and replacement material will be compensated according to Contract provisions for changes in the Work.
2. Bulk Excavation: Excavations more than 10 feet in width and pits more than 30 feet in either length or width.
3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated dimensions without written direction by Engineer. No additional compensation will be provided for unauthorized excavation, as well as remedial work directed by Engineer.
4. Common Excavation: Removal and handling of all material regardless of type, character, composition, or condition except for materials classified as rock excavation.
5. Undercut Excavation: Removal and disposal of unsatisfactory materials as determined by the Engineer.

F. Fill: Soil materials used to raise existing grades.

G. Haunching Material: Material that is placed and compacted in the trench from the bottom of the pipe to the spring line of the pipe.

H. Pipe Embedment: The portion of the trench which includes bedding, haunching and initial backfill.

I. Rock: Igneous, metamorphic and sedimentary rock material in beds, ledges, unstratified masses, and conglomerate deposits and boulders of rock material exceeding 1 cubic yard for bulk excavation or 3/4 cubic yard for footing, trench and pit excavation that cannot be removed by rock excavating equipment equivalent to the following in size and performance ratings without systematic drilling, ram hammering, ripping, or blasting, when permitted.

1. Trench Excavation of Rock: Any material which cannot be excavated with a Caterpillar 325 or equivalent and occupying an original volume of at least 1/2 cubic yard or more.
2. Bulk Excavation of Rock: Any material which cannot be excavated with a single tooth ripper drawn by a crawler tractor having a minimum fly wheel power rated at not less than 310 horsepower (Caterpillar D-8R Series II, or equivalent) and occupying an original volume of at least 1 cubic yard or more.
3. Intermittent drilling that may be performed to increase production but is not necessary to permit excavation of the material encountered will be classified as earth excavation.

J. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

K. Subbase Course: Layer that is placed and compacted between the subgrade and base course for asphalt paving, or between the subgrade and a concrete pavement or walk.

L. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.

M. Utilities: On-site and off-site underground pipes, conduits, ducts, and cables, as well as underground services within structures.

1.3 SUBMITTALS

A. In accordance with Section 01 33 00 – Submittals.

B. Product Data: For the following:

1. Each type of plastic warning tape.
2. Geotextile fabric.

C. Samples: For the following:

1. 30-pound samples sealed in airtight containers of each proposed soil material from on-site or borrow sources.
2. 12-inch by 12-inch sample of geotextile fabric.

D. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:

1. Classification according to ASTM D2487 of each on-site or borrow soil material proposed for fill and backfill.
2. Laboratory compaction curve according to ASTM D1557 for each on-site or off-site borrow soil material proposed for fill and backfill.

E. Blasting plan approved by authorities having jurisdiction, for record purposes.

F. Information on experience and qualifications of explosives specialists as requested.

G. Three (3) copies of blasting insurance certificates prior to blasting.

H. Seismic survey agency report, for record purposes.

I. Pre-excavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements that might be misconstrued as damage caused by demolition operations. Submit before Work begins.

1.4 QUALITY ASSURANCE

A. Comply with applicable requirements of NFPA 495, "Explosive Materials Code."

B. Seismic Survey Agency: An independent testing agency, acceptable to authorities having jurisdiction, experienced in seismic surveys and blasting procedures to perform the following services:

1. Report types of explosive and sizes of charge to be used in each area of rock removal, types of blasting mats, sequence of blasting operations, and procedures that will prevent damage to site improvements and structures on Project site and adjacent properties.
2. Seismographic monitoring services during blasting operations.

C. Pre-excavation Conference: Conduct conference at Project site prior to beginning earth-moving activities.

D. Testing and Inspection:

1. The Owner will engage a testing and inspection service, to include testing soil materials proposed for use in the work and field facilities for quality control testing during earthwork operations.
2. Contractor to furnish a soil survey for satisfactory soil materials and samples of soil materials to the testing firm.
3. Perform testing in accordance with the specifications.

1.5 PROJECT CONDITIONS

A. Existing Utilities: Do not interrupt existing utilities serving facilities occupied and used by Owner or others unless permitted in writing by Engineer, and then only after arranging to provide temporary utility services according to requirements indicated below.

1. Notify Engineer in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without Engineer's written permission.
3. Contact utility-locator service for area where Project is located before excavating.
4. Locate existing underground and above ground utilities in the areas of work before starting earthwork operations. Where utilities are to remain in place, provide adequate means of protection during earthwork operations.

5. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult the Engineer immediately for directions. Cooperate with the Owner and public and private utility companies in keeping their respective services and facilities in operation. Repair damaged utilities to the satisfaction of the utility owner at Contractor's expense.
6. Adhere to all requirements listed in Specification Section 31 10 00 – Site Clearing, concerning existing utilities.

B. Additional test borings and other exploratory operations may be made by the Contractor at no cost to the Owner.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. General: Provide borrow soil materials that have been sampled, tested and certified when sufficient satisfactory soil materials are not available from onsite excavations.

B. Satisfactory Soils: ASTM D2487 soil classification groups GW, GP, GM, SW, SP, and SM, or a combination of these group symbols; loose earth free of rock or gravel larger than 2 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.

C. Unsatisfactory Soils: ASTM D2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, OH, and PT, or a combination of these group symbols.

1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.

D. Backfill and Fill: Satisfactory soil materials.

E. Subbase: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.

F. Base: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940; with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.

G. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.

H. Bedding: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.

I. Drainage Fill: Washed, narrowly graded mixture of crushed stone, or crushed or uncrushed gravel; ASTM D448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and 0 to 5 percent passing a No. 8 sieve.

J. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and 0 to 5 percent passing a No. 4 sieve.

K. Sand: ASTM C33; fine aggregate, natural, or manufactured sand; with 100 percent passing a No. 4 sieve and 0 to 5 percent passing a No. 200 sieve.

L. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

2.2 GEOTEXTILES

A. Subsurface Drainage Geotextile: Nonwoven needle-punched geotextile, manufactured for subsurface drainage applications:

1. Amoco 4545 or approved equal.

B. Separation Geotextile: Woven geotextile fabric, manufactured for separation applications:

1. Amoco 2002 or approved equal.

2.3 ACCESSORIES

Not Used

PART 3 - EXECUTION

3.1 INSPECTION

A. Examine the areas and conditions under which excavation, filling and grading are to be performed and notify the Engineer, in writing, of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.

3.2 PREPARATION

A. Protect structures, utilities, walks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

B. Protect subgrades and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary.

C. Notify Engineer in writing upon encountering rock and before blasting operations begin.

D. Provide temporary and/or permanent erosion-control measures as necessary to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties, walkways, roads, streams, lakes, etc.

3.3 DEWATERING

A. See Specification Section 31 23 19 – Dewatering.

3.4 EXPLOSIVES

A. The responsible use of explosives by qualified personnel is permitted, subject to approval by the Engineer. Obtain written permission from authorities having jurisdiction before bringing explosives to Project site or using explosives on Project site.

1. Do not damage adjacent structures, property or site improvements or weaken the bearing capacity of rock subgrade when using explosives. Any damage to adjacent structures or utilities will be repaired immediately at no cost to Owner.
2. Do not perform blasting adjacent to existing buildings or structures. Remove all rock at such locations by use of non-blasting methods.
3. Warn all persons in vicinity prior to blasting.
4. Blast with only such quantities and strengths of explosives and in such manner as will break the rock approximately to the intended lines and grades and yet will leave the rock not to be excavated in an unshattered condition. Take care to avoid excessive cracking of the rock upon or against which any structure will be built, and to prevent injury to existing pipes or other structures and property above and below ground.

5. If rock below the required grade is shattered due to blasting and the Engineer determines that the shattered rock is unfit for foundations, remove shattered rock and replace with stabilization stone. Cost of removal of shattered rock and replacement with stabilization stone is the responsibility of the Contractor.
6. Keep explosives on site only in such quantities as may be needed for the work under way and only during such time as they are being used. Store explosives in a secure manner and separate from all tools. Safely store caps or detonators away from the explosives. When the need for explosives has ended, promptly remove from the premises all such materials remaining.

3.5 EXCAVATION, GENERAL

A. Unclassified Excavation: Excavation to subgrade elevations regardless of the character of surface and subsurface conditions encountered, including rock, soil materials and obstructions.

1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace and compact with satisfactory soil materials as directed by the Engineer.

B. Rock excavation includes removal and disposal of rock. Compensation for excavating rock in pipe trenches will be accomplished by revising the Contract Sum based on unit prices included in the Contract Documents.

1. Do not excavate rock until it has been classified and measured by Engineer.
2. Remove all loose rock and soil material from the remaining rock surfaces for inspection. Leave surfaces of rock foundations sufficiently rough and clean to bond well with material placed on these surfaces. Cut benches into rock when fill is to be placed against existing rock slopes.

C. Unanticipated Excavation (unsuitable materials, unforeseen rock): When unanticipated excavation conditions are encountered in the Work, do not perform such work until material to be excavated has been examined, classified and measured by the Engineer. Payment for unanticipated excavation conditions will be accomplished by an appropriate adjustment in accordance with the Contract conditions relative to changes in the work.

D. Notify Engineer when excavations have reached required subgrade elevations.

E. Slope or shore excavations in accordance with local, state and federal regulations, including OSHA (29 CFR Part 1926) excavation trench safety standards. Contractor is solely responsible for site safety.

EXCAVATION FOR STRUCTURES

F. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 0.10 feet. Extend excavations a sufficient distance from structures and/or footings for placing and removing concrete formwork, for installing services and other construction, and for inspections.

1. For all structures, except curbs, and mechanical and electrical appurtenances, provide a minimum 6 inches of base or engineered fill or 2 inches of mud slab between the bottom of the structure and the subgrade, unless otherwise shown on drawings.
2. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Utility Structures: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 0.10 feet. Do not disturb the bottom of excavations intended for bearing surface.
3. Pile Foundations: Terminate excavations 1 foot above bottom of pile cap before piles are placed. After the piles have been driven, remove loose and displaced material. Excavate to final grade, leaving solid base to receive concrete pile caps.
4. Excavations for Footings and Foundations: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 0.10 feet. Do not disturb the bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.

3.6 EXCAVATION FOR WALKS AND PAVEMENTS

A. Excavate surfaces under new/proposed walks and pavements to indicate cross sections, elevations and grades to within plus or minus 0.10 feet.

3.7 EXCAVATION FOR UTILITY TRENCHES

A. Excavate trenches to indicated gradients, lines, depths, and elevations shown on plans.

1. Beyond building perimeter, excavate trenches allow installation of top of pipe below frost line.
2. As the excavation approaches pipes, conduits and other underground structures, discontinue digging by machinery and excavate using hand tools.
3. Excavate test pits where necessary to determine the exact location of pipes or other underground structures prior to proceeding with general excavation.

B. Excavate trenches to uniform widths to provide clearance of 12 inches on each side of pipe

or conduit. Excavate trench walls vertically from trench bottom to an elevation 12 inches higher than top of pipe or conduit, unless otherwise indicated.

C. Where rock or other unsuitable material is encountered, excavate to a minimum depth of 6 inches below the required elevation. Backfill and compact to proper subgrade with washed stone or gravel (#57) and compact to 90 percent of maximum density as determined by ASTM D698.

D. Backfill trenches with concrete where excavations pass within 18 inches of column or wall footings, where excavations extend below the bottom of such footings, or where excavations pass under wall footings. Place concrete to the elevation of the bottom of adjacent footings.

E. Do not backfill trenches until tests and inspections have been completed and backfilling is authorized by the Engineer. Use care in backfilling to avoid damage or displacement of pipe systems.

F. Trench Bottoms (for pipes and conduits not requiring bedding course): Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.

1. For pipes and conduit less than 6 inches in nominal diameter and flat-bottomed, multiple-duct conduit units, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
2. For pipes and conduit 6 inches or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe circumference. Fill depressions with tamped sand backfill.
3. Excavate trenches 6 inches deeper than specified elevation when rock or other unyielding and/or unsuitable bearing material is encountered to allow for bedding course.

G. Trench Bottoms (for pipes and conduits requiring a bedding course): Excavate trenches 4 inches deeper than specified bottom of pipe elevation to allow for bedding course. Hand excavate for bell of pipe.

1. Excavate trenches 6 inches deeper than specified elevation when rock or other unyielding and/or unsuitable bearing material is encountered to allow for bedding course.

H. Trench within Paved Areas:

1. When trenching across roadways, open only one-half of the road width in order to maintain traffic. When trenching parallel with the roadways, maintain vehicular accessibility for local traffic. Do not leave trench made in the traveled portion of the roadway open overnight.
2. Exercise utmost care to minimize the width of pavement removed. Avoid indiscriminate removal. Do not permit the pavement to slough off into the excavation. Saw-cut pavement to provide uniform edge. For pipes and conduit less than 6 inches in nominal diameter and flat-bottomed, multiple-duct conduit units, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.

I. If pipe is to be placed in embankments or other recently filled material, first place fill to the finished grade or to a height of at least 3 feet above the top of the pipe. Obtain required compaction of fill material prior to trench excavation.

3.8 APPROVAL OF SUBGRADE

A. Notify Engineer when excavations have reached the required subgrade.

B. If Engineer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.

1. Payment for additional excavation and replacement material will be according to Contract provisions for changes in the Work.

C. Proof roll subgrade with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof roll wet or saturated subgrades.

D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer.

3.9 UNAUTHORIZED EXCAVATION

A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill may be used when approved by Engineer.

1. Fill and compact unauthorized excavations under other construction or utility pipe as directed by Engineer.

3.10 STORAGE OF SOIL MATERIALS

A. Stockpile borrow materials and satisfactory excavated soil materials. Stockpile soil materials without intermixing. Place, grade and shape stockpiles to drain surface water. Cover to prevent windblown dust.

1. Stockpile soil materials away from the edge of excavations. Do not store within drip line of remaining trees.
2. Surround stockpiled soil materials with silt fence to prevent sediment from entering onto adjacent properties, lakes, streams, etc.
3. Over burden material not used for pipeline installation may be spread uniformly in areas outside of the 100 Year Flood Plain.

3.11 BACKFILL

A. Place and compact backfill in excavations promptly, but not before completing the following:

1. Construction below finish grade including, where applicable, damp proofing, waterproofing and perimeter insulation.
2. Surveying locations of underground utilities for record documents.
3. Inspecting and testing underground utilities.
4. Removing concrete formwork.
5. Removing trash and debris.
6. Removing temporary shoring and bracing, and sheeting.
7. The backfill for pipe installation within the wetlands shall use the native material for the last 1 foot of backfill. Over burden material that is not hydric soils shall be used for backfill from trench bottom up to minus one foot of finish grade.
8. Backfill of pipe within the bottomless vault shall be sand and in with Section 32 20 01. Water in maybe used to help flow-in sand and compact within the vault

3.12 FILL

A. Preparation: Remove vegetation, topsoil, debris, unsatisfactory soil materials, obstructions, pavements, concrete, and deleterious materials from ground surface before placing fills.

B. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material. Cut horizontal benches in the slopes to increase the bond between existing ground and placed fill material. Benches shall be a minimum of two (2) feet in width and shall be cut as the fill is brought up in layers.

C. Place and compact fill material in layers to required elevations as follows:

1. Under grass and planted areas, use satisfactory soil material, as defined in paragraph 2.1.B of this specification.
2. Under walks and pavements, use satisfactory soil material, as defined in paragraph 2.1.B of this specification.
3. Under steps and ramps, use engineered fill, as defined in paragraph 2.1.G of this specification.
4. Under slabs, use engineered fill, as defined in paragraph 2.1.G of this specification.
5. Under footings and foundations, use engineered fill, as defined in paragraph 2.1.G of this specification.

D. Unless otherwise permitted by the Engineer, deposit each layer of fill material over the entire length and width of the area to be filled before the next higher layer of material is placed. Grade the top surface of each layer with a crown or cross-slope of at least 1 foot vertical to 50 feet horizontal, but no more than 1 foot vertical in 20 feet horizontal, to provide adequate drainage at all times during the construction period.

E. Notify Engineer if on-site native soils are found to be unsuitable for use as fill and/or backfill. Do not bring off-site soil to the Project site for use as fill or backfill until the Owner's Geotechnical Engineer has confirmed the unsuitability of the on-site native soils.

3.13 MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer to within 2 percent of optimum moisture content before compaction.

1. Do not place backfill or fill material on surfaces that are muddy, frozen or contain frost or ice.
2. Remove and replace or scarify and air-dry otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent or more and is too wet to compact to specified dry unit weight.
3. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by disking, harrowing or pulverizing until moisture content is reduced to a satisfactory value.

3.14 COMPACTION OF BACKFILLS AND FILLS

A. Place backfill and fill materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

B. Place backfill and fill materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.

C. Compact soil to not less than the following percentages of maximum dry unit weight according to ASTM D698:

1. Under structures, building slabs, steps, pavement (flexible), scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill material at 98 percent maximum density at optimum moisture content. Place fill material below 12 inches of depth of subgrade in maximum 8-inch lifts, compacted to 98 percent maximum density at optimum moisture content.
2. Under concrete sidewalks and curb and gutter subgrade: Scarify and recompact top 6 inches of subgrade and compact each layer of backfill or fill material at 90 percent maximum density at optimum moisture content.
3. Under lawn or unpaved areas: Scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill material at 90 percent maximum density at optimum moisture content.
4. Dikes: Construct earthen structures of selected material compacted to a minimum of 98 percent maximum density at optimum moisture content.

3.15 GRADING

A. General: Uniformly grade areas within construction limits including adjacent transition areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines and elevations indicated.

1. Provide a smooth transition between adjacent existing grades and new grades.
2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

B. Site Grading: Slope grades to direct water away from structures and to prevent ponding. Finish subgrades to required elevations within the following tolerances:

1. Lawn or Unpaved Areas: Plus or minus 0.10 feet.
2. Walks: Plus or minus 0.05 feet.
3. Pavements: Plus or minus 0.05 feet.

C. Grading inside Structure Lines: Finish subgrade to a tolerance of 0.05 feet when tested with a 10-foot straightedge.

D. Fine Grading Unpaved Areas: Fine grading of unpaved areas consists of the final shaping and compaction of those areas outside of paved areas to conform to the finished lines and grades shown on the Drawings.

E. Pavement Subgrade Fine Grading: Pavement subgrade fine grading consists of the final shaping and compaction of the street subgrade to conform to the lines and

grades required for placement of base courses to conform with the lines and grades shown on the Drawings. During construction, maintain lines and grades including crown and cross-slopes of subgrade. Verify that surface drainage is maintained.

3.16 SUBBASE AND BASE COURSES

A. Install separation fabric on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.

B. Under pavements and walks, place subbase course on separation fabric according to fabric manufacturer's written instructions and as follows:

1. Place base course material over subbase.
2. Compact subbase and base courses at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 98 percent of maximum dry unit weight according to ASTM D698.
3. Shape subbase and base to required crown elevations and cross-slope grades.
4. When thickness of compacted subbase or base course is 6 inches or less, place materials in a single layer.
5. When thickness of compacted subbase or base course exceeds 6 inches, place materials in equal layers, with no layer more than 6 inches thick or less than 3 inches thick when compacted.

C. Pavement Shoulders: Place shoulders along edges of subbase and base course to prevent lateral movement. Construct shoulders, at least 12 inches wide, of satisfactory soil materials and compact simultaneously with each subbase and base layer to not less than 98 percent of maximum dry unit weight according to ASTM D698.

3.17 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing. Notify testing agency at least 24 hours in advance of requiring testing.

B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.

C. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design-bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Engineer.

D. Testing agency will test compaction of soils in place according to ASTM D1556 and ASTM D2937, as applicable. Tests will be performed at the following locations and frequencies:

1. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2,000 square feet or less of paved area or building slab, but in no case fewer than three tests.
2. Foundation Wall Backfill: At each compacted backfill layer, at least one test for each 100 feet or less of wall length, but no fewer than two tests.
3. Trench Backfill: At each compacted initial and final backfill layer, at least one test for each 150 feet or less of trench length, but no fewer than two tests.

E. When testing agency reports that subgrades, fills or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

F. The results of density tests of soil-in-place will be considered satisfactory if the average of any four consecutive density tests selected is in each instance equal to or greater than the specified density and if not more than one density test out of five has a value more than 2 percent below the required density.

G. Use a fully loaded tandem-axle dump truck weighing a minimum of 25 tons for proof rolling the subgrades for roads and paved (asphalt) areas. Provide a copy of the load ticket indicating truckload weight. Proof roll the entire area of the road and/or paved area subgrade. Perform the tandem-axle proof roll test in conjunction with the test outlined in paragraph 3.18.D.1 above. Perform the proof roll test in the presence of the Engineer and the Owner.

H. Allow samples to be taken from compacted areas to be tested for density. Where samples have been taken, place and compact new material immediately. Pay for costs of retesting due to failed tests.

3.18 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing and erosion. Keep free of trash and debris. Protect open excavations made as a part of earthwork operations with barricades and warning lights. Operate warning lights as required to ensure safety.

B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

1. Scarify or remove and replace soil material to depth as directed by Engineer; reshape and recompact.

C. Protect structures, utilities, pavements, and other facilities from damages caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

D. Where settling occurs before Project correction warranty period elapses, remove finished surfacing, backfill with additional approved soil material, compact, and reconstruct surfacing.

1. Restore appearance, quality and condition of finished surfacing to match adjacent work and eliminate evidence of restoration to the greatest extent possible. Sawcut edges of area to be patched where applicable.

3.19 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus satisfactory soil and waste material, including unsatisfactory soil, rock, trash, and debris, and legally dispose of it off Owner's property.

B. Over Burden from pipe installation shall not be spoiled within the 100 Year Flood Plain. See drawings for specific locations.

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Excavating, backfilling and compacting trenches for waterlines and sewer lines.

1.2 DEFINITIONS

A. Backfill: Soil materials used to fill an excavation.

1. Initial Trench Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
2. Final Trench Backfill: Backfill placed over initial trench backfill to fill a trench.

B. Bedding Course: Layer placed over the excavated subgrade in a trench before laying pipe.

C. Borrow: Satisfactory tested and approved soil imported from off-site for use as fill or backfill.

D. Excavation: Removal of material encountered above subgrade elevations.

1. Additional Excavation: Excavation below subgrade elevations as directed by Engineer. Additional excavation and replacement material will be compensated according to Contract provisions for changes in the Work.
2. Bulk Excavation: Excavations more than 10 feet in width and pits more than 30 feet in either length or width.
3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated dimensions without direction by Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, will be without additional compensation.

E. Fill: Soil materials used to raise existing grades.

F. Rock: Igneous, metamorphic and sedimentary rock material in beds, ledges, unstratified masses, and conglomerate deposits and boulders of rock material exceeding 1 cubic yard for bulk excavation or 3/4 cubic yard for footing, trench, and pit excavation that cannot be removed by rock excavating equipment equivalent to the following in size and performance ratings, without systematic drilling, ram hammering, ripping, or blasting, when permitted:

1. Trench Excavation of Rock: Any material which cannot be excavated with a Caterpillar 325 or equivalent and occupying an original volume of at least 1/2 cubic yard or more.

2. Bulk Excavation of Rock: Any material which cannot be excavated with a single tooth ripper drawn by a crawler tractor having a minimum fly wheel power rated at not less than 310 horsepower (Caterpillar D-8R Series II, or equivalent) and occupying an original volume of at least one cubic yard or more.
3. Intermittent drilling that may be performed to increase production but is not necessary to permit excavation of the material encountered will be classified as earth excavation.

G. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

H. Subbase Course: Layer that is placed and compacted between the subgrade and base course for asphalt paving, or between the subgrade and a concrete pavement or walk.

I. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.

J. Utilities: On-site and offsite underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.3 SUBMITTALS

A. Product Data: For the following:

1. Each type of plastic warning tape.
2. Drainage fabric.
3. Separation fabric.

B. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:

1. Classification according to ASTM D2487 of each on-site or borrow soil material proposed for fill and backfill.
2. Laboratory compaction curve according to ASTM D698 for each on-site or borrow soil material proposed for fill and backfill.

C. Blasting plan approved by authorities having jurisdiction, for record purposes.

D. Information on experience and qualification of explosive specialists as requested.

E. Three (3) copies of blasting insurance certificates prior to blasting.

F. Seismic survey agency report, for record purposes.

1.4 QUALITY ASSURANCE

A. Comply with applicable requirements of NFPA 495, “Explosive Materials Code.”

B. Seismic Survey Agency: An independent testing agency, acceptable to authorities having jurisdiction, experienced in seismic surveys and blasting procedures to perform the following services:

1. Report types of explosive and sizes of charge to be used in each area of rock removal, types of blasting mats, sequence of blasting operations, and procedures that will prevent damage to site improvements and structures on Project site and adjacent properties.
2. Seismographic monitoring services during blasting operations.

C. Geotechnical Testing Agency Qualifications: An independent testing agency qualified according to ASTM E329 to conduct soil materials and rock-definition testing, as documented according to ASTM D3740 and ASTM E548.

1.5 PROJECT CONDITIONS

A. Existing Utilities: Do not interrupt existing utilities serving facilities occupied and used by Owner or others unless permitted in writing by Engineer, and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Engineer not less than 48 hours in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without Engineer's written permission.
3. Contact utility-locator service for area where Project is located before excavating.
4. Locate existing underground and above ground utilities in the areas of work before starting earthwork operations. Where utilities are to remain in place, provide adequate means of protection during earthwork operations.
5. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult Engineer immediately for directions. Cooperate with the Owner, and public and private utility companies, in keeping their respective services and facilities in operation. Repair damaged utilities to the satisfaction of the utility owner at Contractor’s expense.
6. Adhere to all requirements listed in specification Section 31 10 00 – Site Clearing, concerning existing utilities.

B. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. General: Provide borrow soil materials that have been sampled, tested and certified when sufficient satisfactory soil materials are not available from excavations.

B. Satisfactory Soils: ASTM D2487 soil classification groups GW, GP, GM, SW, SP, and SM, or a combination of these group symbols; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.

C. Unsatisfactory Soils: ASTM D2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, OH, and PT, or a combination of these group symbols.

1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.

D. Backfill and Fill: Satisfactory soil materials.

E. Subbase: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.

F. Base: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940; with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.

G. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.

H. Bedding: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940; except with 100 percent passing a 1-1/2 inch sieve and not more than 8 percent passing a No. 200 sieve.

I. Drainage Fill: Washed, narrowly graded mixture of crushed stone, or crushed or uncrushed gravel; ASTM D448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and 0 to 5 percent passing a No. 8 sieve.

J. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and 0 to 5 percent passing a No. 4 sieve.

K. Sand: ASTM C33; fine aggregate, natural, or manufactured sand; with 100 percent passing a No. 4 sieve and 0 to 5 percent passing a No. 200 sieve.

L. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

2.2 ACCESSORIES

A. Detectable Warning Tape: Provide acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, minimum 6 inches wide and 4 mils thick, continuously inscribed with a description of utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:

1. Red: Electric.
2. Yellow: Gas, oil, steam, and dangerous materials.
3. Orange: Telephone and other communications.
4. Blue: Water systems.
5. Green: Sewer systems.

B. Drainage Fabric: Nonwoven geotextile, specifically manufactured as a drainage geotextile; made from polyolefins, polyesters, or polyamides; and with the following minimum properties determined according to ASTM D4759 and referenced standard test methods:

1. Grab Tensile Strength: 110 lbf; ASTM D4632.
2. Tear Strength: 40 lbf; ASTM D4533.
3. Puncture Resistance: 50 lbf; ASTM D4833.
4. Water Flow Rate: 150 gpm per sq. ft.; ASTM D4491.
5. Apparent Opening Size: No. 50; ASTM D4751.

C. Separation Fabric: Woven geotextile, specifically manufactured for use as a separation geotextile; made from polyolefins, polyesters, or polyamides; and with the following minimum properties determined according to ASTM D4759 and referenced standard test methods:

1. Grab Tensile Strength: 200 lbf; ASTM D4632.
2. Tear Strength: 75 lbf; ASTM D4533.
3. Puncture Resistance: 90 lbf; ASTM D4833.
4. Water Flow Rate: 4 gpm per sq. ft.; ASTM D4491.
5. Apparent Opening Size: No. 30; ASTM D4751.

PART 3 - EXECUTION

3.1 INSPECTION

A. Examine the areas and conditions under which excavation, filling and grading are to be performed and notify the Engineer, in writing, of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.

3.2 PREPARATION

A. Protect structures, utilities, walks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

B. Protect subgrades and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary.

C. Notify engineer in writing upon encountering rock and before blasting operations begin.

D. Provide temporary and/or permanent erosion-control measures as necessary to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties, walkways, roads, streams, lakes, etc.

3.3 DEWATERING

A. See specification Section 31 23 19 – Dewatering.

3.4 EXPLOSIVES

A. The responsible use of explosives by qualified personnel is permitted, subject to approval by the Engineer. Obtain written permission from authorities having jurisdiction before bringing explosives to Project site or using explosives on Project site.

1. Do not damage adjacent structures, property, or site improvements or weaken the bearing capacity of rock subgrade when using explosives. Any damage to adjacent structures or utilities will be repaired immediately at no cost to Owner.
2. Do not perform blasting adjacent to existing buildings or structures. Remove all rock at such locations by use of non-blasting methods.
3. Warn all persons in vicinity prior to blasting.
4. Blast with only such quantities and strengths of explosives and in such manner as will break the rock approximately to the intended lines and grades and yet will leave the rock not to be excavated in an unshattered condition. Take care to avoid excessive cracking of the rock upon or against which any structure will be built, and to prevent

injury to existing pipes or other structures and property above and below ground.

5. If rock below the required grade is shattered due to blasting and the Engineer determines that the shattered rock is unfit for foundations, remove shattered rock and replace with stabilization stone. The cost of removal of shattered rock and replacement with stabilization stone shall be borne by the Contractor.
6. Keep explosives on site only in such quantities as may be needed for the work under way and only during such time as they are being used. Store explosives in a secure manner and separate from all tools. Safely store caps or detonators away from the explosives. When the need for explosives has ended, promptly remove from the premises all such materials remaining.

3.5 EXCAVATION, GENERAL

A. Unclassified Excavation: Excavation to subgrade elevations regardless of the character of surface and subsurface conditions encountered, including rock, soil materials, and obstructions.

1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace and compact with satisfactory soil materials as directed by the Engineer.

B. Classified Excavation: Excavation to subgrade elevations classified as earth and rock. Payment for rock excavation will be made by adjusting the Contract Sum according to unit prices included in the Contract Documents.

1. Earth excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; and soil, boulders, and other materials not classified as rock or unauthorized excavation.

    a. Intermittent drilling, blasting (if permitted), ram hammering, or ripping of material not classified as rock excavation for the purpose of increasing production will be classified as earth excavation.

2. Rock excavation includes removal and disposal of rock.

    a. Do not excavate rock until it has been classified and measured by Engineer.

3.6 EXCAVATION FOR WALKS AND PAVEMENTS

A. Excavate surfaces under walks and pavements to indicated cross sections, elevations, and grades to within plus or minus 0.10 feet.

3.7 EXCAVATION FOR UTILITY TRENCHES

A. Excavate trenches to indicated gradients, lines, depths, and elevations shown on plans.

1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.
2. As the excavation approaches pipes, conduits, and other underground structures, discontinue digging by machinery and excavate using hand tools.
3. Excavate test pits where necessary to determine the exact location of pipes or other underground structures prior to proceeding with general excavation.

B. Excavate trenches to uniform widths to provide clearance of 12 inches on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to an elevation 12 inches higher than top of pipe or conduit, unless otherwise indicated.

C. Where rock or other unsuitable material is encountered, excavate to a minimum depth of 8 inches below the required elevation. Backfill and compact to proper subgrade with washed stone (#57). Rock Excavated from trench shall not be used as backfill for the installation. Blasted rock shall be removed from site unless otherwise approved by Engineer. Rock Excavation defined width and depth shall be a maximum of pipe diameter plus three feet by depth of rock plus one foot below the pipeline to be installed.

D. Backfill trenches with concrete where excavations pass within 18 inches of column or wall footings, where excavations extend below the bottom of such footings, or where excavations pass under wall footings. Place concrete to the elevation of the bottom of adjacent footings.

E. Do not backfill trenches until tests and inspections have been completed and backfilling authorized by the Engineer. Use care in backfilling to avoid damage or displacement of pipe systems.

F. Trench Bottoms (for pipes and conduits not requiring bedding course): Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.

1. For pipes and conduit less than 6 inches in nominal diameter and flat-bottomed, multiple-duct conduit units, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
2. For pipes and conduit 6 inches or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe circumference. Fill depressions with tamped sand backfill.

3. Excavate trenches 6 inches deeper than specified elevation when rock or other unyielding and/or unsuitable bearing material is encountered to allow for bedding course.

G. Trench Bottoms (for pipes and conduits requiring a bedding course): Excavate trenches 8 inches deeper than specified bottom of pipe elevation to allow for bedding course. Hand excavate for bell of pipe.

1. Excavate trenches 8 inches deeper than specified elevation when rock or other unyielding and/or suitable bearing material is encountered to allow for bedding course.

H. Trench Within Paved Areas:

1. When trenching across roadways, open only one-half of the road width in order to maintain traffic. When trenching parallel with the roadways, maintain vehicular accessibility for local traffic. Do not leave trench made in the traveled portion of the roadway open overnight.
2. Exercise utmost care to minimize the width of pavement removed. Avoid indiscriminate removal. Do not permit the pavement to slough off into the excavation. Saw-cut pavement to provide uniform edge. For pipes and conduit less than 6 inches in nominal diameter and flat-bottomed, multiple-duct conduit units, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.

I. If pipe is to be placed in embankments or other recently filled material, first place fill to the finished grade or to a height of at least 3 feet above the top of the pipe. Obtain required compaction of fill material prior to trench excavation.

3.8 APPROVAL OF SUBGRADE or TRENCH BOTTOM

A. Notify Engineer when excavations have reached required subgrade.

B. If Engineer determines that unsatisfactory soil is present, continue excavation a maximum of 2’-0” below required pipe grade. Replace unsuitable material with select refill material. Where material above the pipe bedding is considered unsuitable for Trench Zone, borrow material or native over burden material shall be placed and backfilled as required.

1. Payment for additional excavation and replacement material whether Select Refill or Borrow Material shall be in accordance with Contract Unit Prices as set forth in the Bid.

C. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer.

3.9 STORAGE OF SOIL MATERIALS

A. Stockpile borrow materials and satisfactory excavated soil materials. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.10 TRENCH BACKFILL

A. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.

B. Backfill trenches excavated under footings and within 18 inches of bottom of footings; fill with concrete to elevation of bottom of footings.

C. Provide 4-inch thick, concrete-base slab support for piping or conduit less than 30 inches below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of 4 inches of concrete before backfilling or placing roadway subbase.

D. Place and compact initial backfill of subbase material, free of particles larger than 1 inch, to a height of 12 inches over the utility pipe or conduit.

1. Carefully compact material under pipe haunches and bring backfill evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of utility system.

E. Coordinate backfilling with utilities testing.

F. Fill voids with approved backfill materials while shoring and bracing, and as sheeting is removed.

G. Place and compact final backfill of satisfactory soil material to final subgrade.

H. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

I. In unpaved areas, deposit and compact the remainder of the backfill with mechanical tampers. Deposit layers having a maximum uncompacted thickness of 12 inches in unpaved areas. In areas to be paved or repaved, deposit the entire depth of backfill in layers having a maximum uncompacted thickness of 6 inches, and compact by hand or mechanical tampers to 98 percent maximum density as determined by the Standard Proctor Method ASTM D698.

J. In areas to be paved, density tests will be performed by a testing laboratory for the purpose of verifying the specified compaction. Frequency of tests will be one for every 100 feet of trench cut, with a minimum of two tests. It is the intent of this specification to secure a condition in which no further settlement of trenches will occur. When backfilling is completed, the roadway base for the pavement replacement may be placed immediately. It will be the responsibility of the Contractor to restore the surface to the original grade wherever settlement occurs.

K. Perform trenching, backfilling and compaction within County roads and State Highways rights-of-way in accordance with the requirements of the State of Georgia Department of Transportation in addition to the requirements of these specifications.

3.11 MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to within 2 percent of optimum moisture content.

1. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
2. Remove and replace, or scarify and air-dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent or more and is too wet to compact to specified dry unit weight.

3.12 COMPACTION OF BACKFILLS AND FILLS

A. Place backfill and fill materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

B. Place backfill and fill materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.

C. Compact soil to not less than the following percentages of maximum dry density according to ASTM D698:

1. Under pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill material at 98 percent.
2. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill material at 90 percent.
3. Under lawn or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill material at 90 percent.

3.13 GRADING

A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

1. Provide a smooth transition between adjacent existing grades and new grades.
2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:

1. Lawn or Unpaved Areas: Plus or minus 0.10 feet.
2. Walks: Plus or minus 0.05 feet.
3. Pavements: Plus or minus 0.05 feet.

3.14 SUBBASE AND BASE COURSES

A. Under pavements and walks, place subbase course on prepared subgrade and as follows:

1. Place base course material over subbase.
2. Compact subbase and base courses at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D698.
3. Shape subbase and base to required crown elevations and cross-slope grades.
4. When thickness of compacted subbase or base course is 6 inches or less, place materials in a single layer.
5. When thickness of compacted subbase or base course exceeds 6 inches, place materials in equal layers, with no layer more than 6 inches thick or less than 3 inches thick when compacted.

B. Pavement Shoulders: Place shoulders along edges of subbase and base course to prevent lateral movement. Construct shoulders, at least 12 inches wide, of satisfactory soil materials and compact simultaneously with each subbase and base layer to not less than 98 percent of maximum dry density weight according to ASTM D698.

3.15 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing. Notify testing agency at least 24 hours in advance of requiring testing.

B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.

C. Testing agency will test compaction of soils in place according to ASTM D1556, ASTM D2937, and ASTM D3017, as applicable. Tests will be performed at the following locations and frequencies:

1. Trench Backfill: At each compacted initial and final backfill layer, at least one test for each 150 feet or less of trench length, with a minimum of two tests.

D. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

3.16 PROTECTION

A. Provide temporary erosion and sediment control measures to prevent the silting of streams and existing drainage facilities.

B. Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

C. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

1. Scarify or remove and replace soil material to depth as directed by Engineer, reshape and recompact.

D. Where settling occurs before Project correction warranty period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible. Saw cut edges of area to be patched, where applicable.

3.17 RESTORATION OF SURFACE IMPROVEMENTS

A. Restore roadways, including shoulders, alleys and driveways of stabilized soil or gravel, grass plots, sod, shrubbery, ornamental trees, signs, fences, mailboxes, or other surface improvements on public or private property which have been damaged or removed in excavating, to conditions equal or better than the conditions existing prior to beginning work. Seed and mulch shoulders as specified in Section 32 92 19 – Seeding.

B. Compact materials for unpaved roadways, road shoulders, alleys, or driveways, to a minimum of 95 percent of the maximum density as determined by ASTM D698. Include the cost of this work and furnishing new materials in the cost of the applicable items of work as no separate payment will be made, unless a separate bid item is provided.

3.18 EXCAVATION NEAR EXISTING UTILITIES AND STRUCTURES

A. Attention is directed to the fact that there may be existing pipe, drains and other utilities in locations along the proposed work.

B. Where information is available as to the location of existing pipes, drains and other utilities, the approximate locations have been indicated on the drawings; however, the completeness or accuracy of the information given is not guaranteed.

C. As the excavation approaches pipes, conduits, or other underground structures, discontinue digging by machinery and excavate by means of hand tools. Such manual excavation when incidental to normal excavation is included in the work to be done under items involving normal excavation.

D. Excavate test pits where necessary to determine the exact location of pipes or other underground structures prior to proceeding with trench excavation. Such test pits are considered as incidental to other excavation.

3.19 PAVEMENT REMOVAL AND REPLACEMENT

A. Remove concrete pavement or asphaltic concrete pavement by cutting with a concrete saw in as straight line and as nearly vertical as possible. Provide materials to replace State Highway paving that conform to the specifications required by the State of Georgia Department of Transportation. Provide other asphalt pavement replacement that conforms to the requirements of the applicable Department of Transportation Specifications for Type I asphaltic concrete surface course.

B. Prior to replacing concrete or asphalt pavement, provide a stabilized gravel or concrete base. The base for concrete or asphalt pavements on state primary roads consists of 10 inches of 3,000 psi concrete (see Standard Details for Pavement Replacement). The base course for concrete or asphalt pavements on state, county secondary roads, or drive shall consist of 6 inches of McAdam base material stabilized with five percent (5%)

Portland cement (see Standard Details for Type B Pavement Replacement). Compact stabilized aggregate base courses to a minimum of 95 percent of the maximum density as determined by ASTM D698.

C. Install pavement replacement to the thicknesses and dimensions as shown on the drawings or otherwise specified.

D. Unless base is sealed or other temporary paving applied over areas to be repaved, replace pavement no later than two (2) weeks after completion of backfill.

3.20 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus satisfactory soil and waste material, including unsatisfactory soil, rock, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

A. Provide all labor, materials, equipment, tools, and incidentals required for dewatering activities as specified herein.

B. This Section includes construction dewatering.

1.2 PERFORMANCE REQUIREMENTS

A. Dewatering Performance: Design, furnish, install, test, operate, monitor, and maintain dewatering system of sufficient scope, size, and capacity to control ground-water flow into excavations and permit construction to proceed on dry, stable subgrades.

1. Maintain dewatering operations to ensure erosion control, stability of excavations and constructed slopes that excavation does not flood, and that damage to subgrades and permanent structures is prevented.
2. Prevent surface water from entering excavations by grading, dikes, or other means.
3. Accomplish dewatering without damaging existing buildings adjacent to excavation.
4. Provide erosion control devices and temporary sediment basins to detain pumped sediment-laden water and to trap and retain sediment on the construction site.
5. Remove dewatering system if no longer needed.

1.3 SUBMITTALS

A. Shop Drawings for Information: For dewatering system: show arrangement, locations, and details of wells and well points; locations of headers and discharge lines; and means of discharge and disposal of water.

1. Include layouts of piezometers and flow-measuring devices for monitoring performance of dewatering system.
2. Include a written report outlining control procedures to be adopted if dewatering problems arise.
3. Include Shop Drawings signed and sealed by the qualified professional engineer responsible for their preparation.

B. Photographs or videotape, sufficiently detailed, of existing conditions of adjoining construction and site improvements that might be misconstrued as damage caused by dewatering operations.

C. Record Drawings at Project closeout identifying and locating capped utilities and other subsurface structural, electrical, or mechanical conditions performed during dewatering.

1. Note locations and capping depth of wells and well points.

D. Submit in accordance with Section 01 33 00 – Submittal Procedures.

1.4 QUALITY ASSURANCE

A. Regulatory Requirements: Comply with water disposal requirements of authorities having jurisdiction.

B. Discuss dewatering in Preconstruction Conference prior to start of construction. See Section 01 31 00 – Project Management and Coordination for preconstruction conference requirements.

C. Professional Engineer Qualifications: Comply with Section 01 40 00 – Quality Requirements.

1.5 PROJECT CONDITIONS

A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Engineer and then only after arranging to provide temporary utility services according to requirements indicated.

B. Project-Site Information: A geotechnical report has been prepared for this Project and is available for information only. The opinions expressed in this report are those of geotechnical engineer and represent interpretations of subsoil conditions, tests, and results of analyses conducted by geotechnical engineer. Owner will not be responsible for interpretations or conclusions drawn from this data.

1. Make additional test borings and conduct other exploratory operations necessary for dewatering.
2. The geotechnical report is included elsewhere in the Project Manual.

C. Survey adjacent structures and improvements, employing a qualified professional engineer or land surveyor, establishing exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations.

1. During dewatering, regularly resurvey benchmarks, maintaining an accurate log of surveyed elevations for comparison with original elevations. Promptly notify Engineer if changes in elevations occur or if cracks, sags, or other damage is evident in adjacent construction.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by dewatering operations.

1. Prevent surface water and subsurface or ground water from entering excavations, from ponding on prepared subgrades, and from flooding site and surrounding area.
2. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.

B. Install dewatering system to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

3.2 INSTALLATION

A. Install dewatering system utilizing wells, well points, or similar methods complete with pump equipment, standby power and pumps, filter material gradation, valves, appurtenances, water disposal, and surface-water controls.

B. Before excavating below ground-water level, place system into operation to lower water to specified levels. Operate system continuously until drains, sewers, and structures have been constructed and fill materials have been placed, or until dewatering is no longer required.

C. Provide an adequate system to lower and control ground water to permit excavation, construction of structures, and placement of fill materials on dry subgrades. Install sufficient dewatering equipment to drain water-bearing strata above and below bottom of foundations, drains, sewers, and other excavations.

1. Do not permit open sump pumping that leads to loss of fines, soil piping, subgrade softening, and slope instability.

D. Reduce hydrostatic head in water-bearing strata below subgrade elevations of foundations, drains, sewers, and other excavations.

1. Maintain piezometric water level a minimum of 24 inches below bottom of excavation.

E. Dispose of water removed by dewatering in a manner that avoids endangering public health, property, and portions of work under construction or completed. Dispose of water in a manner that avoids inconvenience to others. Provide sumps, sedimentation tanks, and other flow-control devices as required by authorities having jurisdiction.

F. Provide standby equipment on-site, installed and available for immediate operation, to maintain dewatering on a continuous basis if any part of the system becomes inadequate or fails. If dewatering requirements are not satisfied due to inadequacy or failure of dewatering system, restore damaged structures and foundation soils at no additional expense to Owner.

1. Remove dewatering system from Project site on completion of dewatering. Plug or fill well holes with sand or cut off and cap wells a minimum of 36 inches below overlying construction.

G. Damages: Promptly repair damages to adjacent facilities caused by dewatering operations.

3.3 OBSERVATION WELLS

A. Provide, take measurements, and maintain at least the minimum number of observation wells or piezometers required to verify that dewatering activities are controlling groundwater below excavations.

B. Observe and record daily elevation of ground water and piezometric water levels in observation wells.

C. Repair or replace, within 24 hours, observation wells that become inactive, damaged, or destroyed. Suspend construction activities in areas where observation wells are not functioning properly until reliable observations can be made. Add or remove water from observation-well risers to demonstrate that observation wells are functioning properly.

1. Fill observation wells, remove piezometers, and fill holes when dewatering is completed.

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

A. Provide all labor, materials, equipment, tools, and incidentals required to install, maintain, remove and cleanup sediment and erosion control facilities shown on the Drawings, as specified herein, as required by the local governing agency and the Georgia Environmental Protection Division (EPD), and as required by the job site conditions.

B. An "Erosion, Sedimentation and Pollution Control Plan" or "Plan" has been prepared by the Design Professional for this Project. The Plan will become the basis for the requirements that will govern this Project. The Plan is available for review at the Design Professional's office. Install and maintain all components of this Plan as shown in the details on the plan sheets.

C. Section includes:

1. Installation of temporary Best Management Practices (BMPs) to control erosion and stormwater runoff.
2. Installation of permanent BMPs to control erosion and stormwater runoff.
3. Scheduling or staging of various earthwork activities to minimize erosion.
4. Inspections, report preparation, and recordkeeping as required by the EPD or local governing agency.

1.2 REFERENCES

A. "Authorization to Discharge Under the National Pollutant Discharge Elimination System Storm Water Discharges Associated with Construction Activity For Stand Alone Construction Projects" General NPES Permit No. GAR100001.

B. "Authorization to Discharge Under the National Pollutant Discharge Elimination System Storm Water Discharges Associated with Construction Activity For Infrastructure Construction Projects" General NPES Permit No. GAR100002.

C. "Authorization to Discharge Under the National Pollutant Discharge Elimination System Storm Water Discharges Associated with Construction Activity For Common Development Construction Projects" General NPES Permit No. GAR100003.

D. "Manual For Erosion and Sediment Control In Georgia", Georgia Soil and water Conservation Commission, 2016 Edition.

1.3 SUBMITTALS

A. Submit an inspection report of all erosion and sediment control BMPs at least once every calendar week in accordance with the requirements of the NPDES General Permit and the approved Plan.

B. Submit samples and product literature for all materials used for BMPs. Examples of BMP materials may include, but not limited to, silt fence, geotextile fabrics, erosion control blankets, etc. as shown on the Drawings.

C. Submit qualifications and resume for personnel proposed as Certified Personnel for the Project in accordance with Paragraph 1.6.C.

1.4 QUALITY ASSURANCE

A. Discuss details of erosion and sediment control plan during onsite Preconstruction Conference. See Section 01 31 00 – Project Management and Coordination for preconstruction conference requirements.

B. Comply with NPDES Permit No. GAR100001, No. GAR100002, and No. GAR100003 for stormwater discharges associated with construction activity.

1.5 MAINTENANCE

A. Inspect erosion control Best Management Practices (BMPs) at least once every calendar week, or as shown on Drawings, in accordance with the requirements of the NPDES General Permit. The inspections must be conducted by a Certified Personnel as approved by the Georgia Soil and water Conservation Commission until Notice of Termination (NOT) has been accepted by the Southwest District Office of the Georgia EPD. File the inspection reports on site and provide copies of the weekly reports to the Engineer.

B. Repair and/or replace damaged or ineffective BMPs that are discovered during the weekly inspections within 48 hours.

C. Remove, and incorporate on the site, or properly dispose of, sediment deposited in BMPs in accordance with the requirements of the NPDES General Permit and as noted on Drawings.

1.6 PROJECT CONDITIONS

A. Plan Storage – The Contractor will maintain a copy of the approved Plan on the construction site at all times in an all-weather permit box. Update the Plan and modify as appropriate, including placement of additional BMPs if it is determined during the weekly inspections that the Plan is

ineffective. Modify the Plan in consultation with the Design Professional and in accordance with the approved NPDES permit.

B. Rain Gauge – The Contractor will maintain an on-site rain gauge at the construction site to record rainfall records from any significant rainfall event, 0.5 inches or greater. These recorded rainfall amounts must be maintained on site. Rainfall records for the day of an inspection and any significant rainfall events since the last inspection must be reported on each weekly inspection report.

C. Worksite Erosion Control Supervisor (WECS) – Before beginning Work, designate a Worksite Erosion Control Supervisor (WECS) to initiate, install, maintain, inspect, and report the condition of all erosion control devices as described in Sections 160 through 171 of the GDOT Standard Specifications for Highway Construction, 2021 Edition. The WECS shall submit their qualifications for consideration and approval. The contractor may utilize additional persons having WECS qualifications to facilitate compliance however, only one WECS shall be designated at a time.

1. The WECS requirements include:

   a. Must be an employee of the Prime Contractor.
   b. Have at least one year of experience in erosion and sediment control, including the installation, inspection, maintenance and reporting of BMPs.
   c. Successfully completed the Georgia Soil and Water Conservation Commission Certification Course Level IA and the Department's WECS Certification Course.
   d. Provide phone numbers where the WECS can be located 24 hours a day.

D. Record Keeping - A record of each inspection and of any actions taken in accordance with the inspections must be retained as part of the Plan for at least three years from the date that permit coverage expires or is terminated. The inspection report must be signed by the qualified inspector. Copies of the required inspection and logs are included at the end of this Section.

PART 2 - PRODUCTS

2.1 SILT FENCE

A. Comprised of a geotextile fabric anchored by wood or steel posts, sometimes supported by a steel wire mesh barrier.

B. Type A silt fence - 36-inch-wide filter fabric shall be used on developments where the life of the project is great than or equal to six months. Anchored with steel or wood posts at 6-foot maximum spacing. Type A is classified as a non-sensitive application.

C. Type B silt fence – This option not allowed on this project.

D. Type C silt fence – 36-inch-wide filter fabric with wire reinforcement or equivalent. The wire reinforcement is necessary because this fabric allows almost three times the flow rate as Type A silt fence. Anchored with steel or wood posts at 4-foot maximum spacing. Type C silt fence shall be used where runoff flows or velocities are particularly high or where slopes exceed a vertical height of 10 feet. Type C is classified as sensitive application.

E. Filter Fabric:

1. Manufacturer:

    a. Geotex 106F.
    b. TerraTex GASF-A.
    c. Or approved equal.

2. Only use filter fabric appearing on the GDOT Qualified Products List 36.
3. Use only filter fabric of the type recommended by its manufacturer for the application of silt fences.
4. Install the filter fabric so that 6 to 8 in of fabric is left at the bottom to be buried. Provide a minimum overlap of 18 in at all splice joints.
5. For Type C fences, attach the filter fabric to the top of a woven wire support fence at the midpoint between posts.
6. Install the fabric in the trench so that 4 to 6 in of fabric is against the side of the trench with 2 to 4 in of fabric across the bottom in the upstream direction.
7. Backfill and compact the trench to ensure that flow cannot pass under the barrier. When the slice method is used, compact the soil disturbed by the slice on the upstream side of the silt fence first, and then compact the downstream side.

F. Posts:

1. Steel posts: Standard “T” section or angle posts, at least 4 feet in length; approximately 1-3/8 inches wide measured parallel to the fence and having a minimum weight of 1.25 pounds per foot of length.
2. Wood posts: Pine, chisel pointed, 2-inch by 2-inch by 4-feet (minimum).
3. Drive posts into ground a minimum distance of 18 inches.

G. Woven Wire Fence:

1. Conform to the requirements of ASTM A116, Class 1 zinc coating for wire.
2. Minimum wire height of 32 inches.
3. 6-inch by 6-inch wire mesh.
4. Top and bottom wires minimum of 10 gauge.
5. All other wires minimum of 12 gauge.

H. Plastic Ties (Steel Posts): Use heavy duty plastic ties that are evenly spaced and installed in a manner to prevent sagging or tearing of the fabric. In all cases, ties should be affixed in no less than four (4) places.

I. Staples and Nails (Wood Posts): Evenly space staples or nails with at least five (5) per post for Type A fence and four (4) per post for Type B fence.

2.2 CHECK DAMS

A. A small temporary barrier or dam constructed across a swale, drainage ditch or area of concentrated flow. Baled straw and compost filter sock check dams for flows up to 2 cfs or drainage acres up to 1 acre. For any flows exceeding 2.0 cfs, check dams may be used in conjunction with other BMPs in the channel. Dam height should be 24 inches maximum measured to the center of the check dam.

B. Stone Check Dam:

1. Stone check dams should be constructed of graded size 2–10-inch stone. Mechanical or hand placement shall be required to insure compete coverage of the entire width of the ditch or swale and that the center of the dam is lower than the edges. The center of the check dam must be at least 9 inches lower than the outer edges.

C. Baled Straw Check Dam:

1. Baled straw approximate dimensions of 14-inches wide x 18-inches high x 36-inches long. Bales should be bound with wire or nylon.
2. The bales should be placed in rows with bale ends tightly abutting the adjacent bales. Dig a trench across the channel, wide enough and deep enough so that the top of the row of bales placed on their long, wide side is level with the ground. The tops of bales across the center of the channel should all be level and set at the same elevation.
3. Dig another trench across the channel, upstream and immediately adjacent to the first row of bales. The trench should be wide enough to accommodate a row of bales set vertically on their long edge. The trench should be deep enough so that at least 6 inches of each bale is below ground starting with the bale in the channel bottom. The trench should be as level as possible so that the tops of the bales across the center of the channel are level and water can flow evenly across them. Continue this trench up the side slopes of the small channel to a point where the unburied bottom line of the highest bale is higher than the top of the bales that are in the center of the channel.
4. Anchor bales with 2-inch x 2-inch stake (2 per bale).

D. Compost Filter Sock Check Dam:

1. Compost filter media used for compost filter sock filler material shall be weed free and derived from a well-decomposed source of organic matter.
2. The compost shall be produced using an aerobic composting process meeting CFR 503 regulations including time and temperature data.
3. The compost shall be free of any refuse, contaminants or other materials toxic to plant growth. Non-composted products will not be accepted.
4. The filter sock should be staked in the center, one stake at the toe of the foreslope and backslope, and at the ends of the device. If the compost filter sock is to be left as a permanent filter or part of the natural landscape, it may be seeded at time of installation for establishment of permanent vegetation.

2.3 GEOTEXTILE FILTER FABRIC

A. Geotextile Filter Fabric:

1. For subsurface drainage or material separation:

   a. Manufacturer:

      1) Mirafi 140NC.
      2) Or approved equal.

   b. Only use filter fabric appearing on the GDOT Qualified Products List 28.
   c. Consult with manufacturer for specific application.

2. For soil stabilization on Paved and Unpaved Roadways:

   a. Manufacturer:

      1) GEOTEX 351.
      2) Or approved equal.

   b. Only use filter fabric appearing on the GDOT Qualified Products List 28.
   c. Consult with manufacturer for specific application.

B. Staples:

1. 11-gauge steel, U-shaped.
2. Or approved equal.
3. Provide size and style recommended by manufacturer for intended application.

2.4 EROSION CONTROL BLANKETS AND TURF REINFORCEMENT MATTING

A. Erosion Control Blankets: (ECBs)

1. For temporary stabilization of ditches:

a. Manufacturer:

1) Curlex Enforcer.
2) North American Green P550 or SC250.
3) Propex-LANDLOK 450 or Pyramat 75.
4) Or approved equal.

b. Only use ECBs appearing on the GDOT Qualified Products List 49.
c. Consult with manufacturer for specific application.

2. For temporary slope and embankment stabilization:

a. Manufacturer:

1) Curlex Enforcer.
2) Propex-LANDLOK 450.
3) Or approved equal.

b. Only use ECBs appearing on the GDOT Qualified Products List 49.
c. Consult with manufacturer for specific application.

3. Installation:

a. Install blankets in parallel with the slope.
b. Overlap blankets 6 inches on the sides.
c. If a break must be used on the slope, blankets should overlap 1 foot.
d. The slope must not exceed a slope of 2H:1V.

B. Turf Reinforcement Matting: (TRMs)

1. For moderate slopes < 2H:1V:

a. Manufacturer:

1) North American Green SC250.
2) North American Green C350.
3) Propex-LANDLOK 450.
4) Or approved equal.

b. Only use TRMs appearing on the GDOT Qualified Products List 49.
c. Consult with manufacturer for specific application.

2. For steep slopes > 2H:1V:

    a. Manufacturer:

        1) Propex-LANDLOK 450.
        2) Propex-Pyramat 75.
        3) Or approved equal.

    b. Only use TRM's appearing on the GDOT Qualified Products List 49.
    c. Consult with manufacturer for specific application.

C. Staples:

1. 11-gauge steel, U-shaped.
2. Or approved equal.
3. Provide size and style recommended by manufacturer for intended application.

2.5 INLET PROTECTION

A. Filter Fabric with Supporting Frame

1. Use steel posts at least 42 inches in length.
2. Bury posts to a depth of 18-inches around inlet.
3. Wrap the post with 3 feet of filter fabric and bury minimum one foot to avoid undermining.
4. Avoid any seams in the filter fabric.
5. See Geotextile Filter Fabric section for approved manufacturers.

B. Baffle Box

1. For inlets receiving runoff with a higher volume or velocity, a baffle box inlet sediment trap should be used.
2. The baffle box shall be constructed of 2" x 4" boards spaced a maximum of 1 inch apart or of plywood with weep holes 2 inches in diameter. The weep holes shall be placed approximately 6 inches on center vertically and horizontally.
3. Gravel shall be placed outside the box, all around the inlet, to a depth of 2 to 4 inches.
4. The entire box is wrapped in Type C filter fabric (QPL-36) that shall be entrenched 12 inches and backfilled.

C. Alternative Inlet Sediment Traps

1. For above ground applications:

    a. Manufacturer:

1) Silt-Saver, Inc.
2) Or approved equal.

b. Consult with manufacturer for specific application.

2. For sump applications:

a. Manufacturer:

1) Silt-Saver, Inc.
2) Or approved equal.

b. Consult with manufacturer for specific application.

D. Curb Inlet Protection

1. After pavement has been installed or for existing paved systems, curb inlet filters can be installed on inlets receiving runoff from disturbed areas. This method of inlet protection must be removed if a safety hazard is created.
2. One method of curb inlet protection uses “pigs-in-a-blanket”; 8-inch concrete blocks wrapped in filter fabric.
3. Leave a gap of approximately 4 inches between the inlet filter and the inlet to allow for overflow and prevent hazardous ponding in the roadway.

2.6 CONSTRUCTION EXIT

A. Construction Exit Installation:

1. Install filter fabric on top of the existing ground. See filter fabric Section for approved manufacturers.
2. The stone pad shall have a minimum length of 50 feet. When the construction is less than 50’ from the paved access, the length shall be from the edge of existing pavement to the permitted building being constructed. At a minimum, the width should equal full width of all points of vehicular egress, but not less than 20 feet wide.
3. Stone will be in accordance with National Stone Association R-2 (1.5 to 3.5 inch stone). Install stone on top of filter fabric at a minimum depth of 6 inches.
4. Install diversion ridge parallel to existing pavement at end of exit when grade towards pavement is greater than 2%.

2.7 TEMPORARY SEDIMENT TRAPS

A. A small temporary pond that drains a disturbed area so that sediment can settle out. The principal feature distinguishing a temporary sediment trap from a temporary sediment basin is the lack of a pipe or riser.

B. Temporary sediment traps are constructed early in the construction process at locations that will require minimal clearing and grading. Natural draws or swells are favorable locations to build the traps. They should be easily accessible for frequent maintenance and inspections. Temporary sediment traps shall never be placed in live streams.

2.8 STONE

A. Filter stone - Gradation 67 as specified in ASTM C33 installed over filter fabric from Section 2.3.

B. Line Flushing stone - GDOT No. 1 coarse aggregate installed over filter fabric from Section 2.3.

C. Outlet Protection stone - GDOT No. 1 coarse aggregate installed over filter fabric from Section 2.3.

2.9 TREE PROTECTION

A. To protect desirable trees from injury during construction activity.

B. Tree Protection Zones: Measure the diameter of the tree trunk in inches at 4.5 feet from the ground. This is called the Diameter Breast Height (DBH). Multiply this value by 1.5. This result is the radius of the root protection zone in feet. This is also considered the critical rooting distance.

C. Once the size of the tree protection area is determined, install orange tree save fencing or black silt fencing as a protection barrier. Minimum 4-foot-high fencing.

D. Use 2” x 2” x 8’ wood stakes at intervals sufficient to anchor fencing.

PART 3 - EXECUTION

3.1 SILT FENCE

A. Silt fence may be used to trap sediment from areas of limited run-off. Silt fences are temporary and should be removed once ground cover is permanently stabilized.

3.2 CHECK DAMS

A. Check dams may be used in drainage conveyance swales to reduce effects of soil erosion and retain sediment. Remove sediment when it reaches a depth of one-half the original dam height or before. If the area is to be mowed, check dams shall be removed once final stabilization has occurred. Otherwise check dams may remain in place permanently. After removal, the area beneath the dam shall be seeded and mulched immediately.

3.3 EROSION CONTROL BLANKETS AND TURF REINFORCEMENT MATTING

A. Where slopes require protection beyond that of mulching, provide erosion control blankets for gentle slopes and turf reinforcement matting for moderate slopes.

B. Roll out the fabric down the slope with check trenches installed to prevent washout under the fabric.

C. Install according to manufacturer's recommendations.

3.4 INLET PROTECTION

A. Inlet protection should be used to trap sediment and prevent sediment from entering storm drainage structures.

3.5 CONSTRUCTION EXIT

A. Construction exits are used to remove mud from vehicle tires before entering the roadway.

3.6 TEMPORARY SEDIMENT TRAPS

A. A sediment trap is designed to capture sediment from stormwater run-off before it leaves a construction site. Seed and mulch bare areas after removal.

3.7 DUST CONTROL

A. Utilize dust control methods whenever there is potential for offsite impacts, especially during periods of drought. Implement dust control until final stabilization is reached.

B. Methods to limit dust control may include the following:

1. Phasing the Project.
2. Installing temporary or permanent vegetation.
3. Mulch.
4. Sprinkled water application.
5. Other methods as approved by Engineer.

3.8 TREE PROTECTION

A. Inspect tree protection frequently to ensure tree roots are protected. Do not park vehicles or store materials within tree protection zones.

3.9 INSTALLATION

A. Provide Best Management Practices (BMPs) as specified herein, as shown on the Drawings, as required by the EPD and as required by job site conditions and weather.

B. Provide facilities or other temporary devices and perform work necessary to control soil erosion and minimize the production of water-borne sediment and wind-blown dust and soil during, and as a result of, construction operations.

3.10 PROTECTION

A. Permanently stabilize the Project area affected by construction. See Section 32 92 19 – Seeding for permanent grassing.

B. Maintain such temporary measures and practices as necessary until the drainage area has been permanently stabilized and completion of the Project.

C. Linear projects should install permanent stabilization measures as soon as practicable after the facilities are installed.

3.11 SCHEDULES

A. Schedule or stage the various earthwork activities so that the smallest possible areas will be unprotected from erosion for the shortest time feasible.

B. The Plan will contain a phased erosion prevention and sediment control plan. See notes on Drawings regarding phasing.

3.12 HOUSE KEEPING

A. Pre-Construction Conferences:

1. A pre-construction conference will be held onsite prior to any land disturbing activities to discuss the details of erosion and sediment control plans. See Section 01 31 00 – Project Management and Coordination for preconstruction conference requirements.

B. Onsite Records:

1. Onsite records must always remain onsite and include but are not limited to:

    a. Approved Erosion, Sedimentation and Pollution Control Plan (Plan).
    b. Copy of the Construction General Permit.
    c. Signed and accepted Notice of Intent.
    d. Coverage letters.
    e. Local Permits (MS4, Encroachment, etc.).
    f. USACOE approvals and Georgia Section 401 Water Quality Certification.

C. Operator Certifications:

1. Copies of all operator certifications must be present onsite at all times.

D. Site Logs:

1. A copy of all Plan required logs must be kept on site at all times including the following items:
    a. Daily Inspections
    b. Daily Rainfall Log
    c. Site Inspection Report
    d. Inspection Summary
    e. Weekly Inspection Report
    f. Monthly Inspection Report
    g. Storm Water Discharge Data
    h. Storm Water Monitoring Records

E. Notice of Termination:

1. A Notice of Termination (NOT) must be submitted to the EPD or the local MS4 prior to the completion of the Project. The NOT will be approved once the site has been permanently stabilized. Final Stabilization means that all soil disturbing activities at the site have been completed, and that for unpaved areas and areas not covered by permanent structures, 100% of the soil surface is uniformly covered in permanent vegetation with a density of 70% or greater, or equivalent permanent stabilization measures (such as the use of rip rap, gabions, permanent mulches or geotextiles) have been used.

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

A. Provide all labor, materials, equipment, tools, and incidentals required to provide riprap as shown on the Drawings, as specified herein.

PART 2 - PRODUCTS

2.1 STONE

A. Stone used for riprap shall be hard quarry or fieldstone and shall be of such quality that they will not disintegrate on exposure to water or weathering. The stone shall be suitable in all respects for the purpose intended.

B. Stone shall range in weight from a minimum of 25 pounds to a maximum of 150 pounds. At least 50 percent of the stone pieces shall weigh more than 60 pounds. The stone pieces, except spalls, shall have a minimum dimension of at least 12 inches.

C. Acceptable concrete, broken into proper size pieces and meeting the requirements as specified may be used in lieu of stone for hand-placed riprap.

PART 3 - EXECUTION

3.1 INSTALLATION

A. The thickness of hand-placed riprap shall be no less than that specified, measured perpendicular to the slope. Twelve-inch (12-inch) riprap shall be placed at a minimum thickness of 12 inches.

B. Stone shall be placed on properly prepared compacted slope, each piece being placed, by hand, perpendicular to the slope or earth surface. It shall be firmly imbedded against the earth material and the adjoining piece with the sides in contact and with well-broken joints. The spaces between the layer pieces shall be filled with spalls of suitable size which will be thoroughly rammed into place. The finished surface shall present an even, tight surface true to line, grade and section.

C. Stone and broken concrete shall not be mixed.

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

A. Provide all labor, materials, equipment, tools, and incidentals for excavation support and protection as specified herein.

B. Section includes:

1. This Section includes temporary excavation support and protection systems, such as trench boxes, bracing, shoring and any supports required to stabilize excavations in order to proceed with the Work.

1.2 PERFORMANCE REQUIREMENTS

A. Design, furnish, install, monitor, and maintain excavation support and protection system capable of supporting excavation sidewalls and of resisting soil and hydrostatic pressure and superimposed and construction loads.

1. Provide professional engineering services needed to assume engineering responsibility, including preparation of Shop Drawings and a comprehensive engineering analysis by a qualified professional engineer. Ardurra Group, Inc. does not assume any responsibility for design or implementation of temporary or permanent excavation support and protection of any kind.
2. Prevent surface water from entering excavations by grading, dikes, or other means.
3. Install excavation support and protection systems without damaging existing buildings, pavements, and other improvements adjacent to excavation.

1.3 SUBMITTALS

A. Shop Drawings for Information only: Prepared by or under the supervision of a qualified professional engineer for excavation support and protection systems. These shop drawings will not be reviewed for approval by the Engineer or Owner. The Contractor's Engineer shall be solely responsible for review and approval.

1. Include Shop Drawings signed and sealed by the qualified professional engineer responsible for their preparation.

B. Photographs or videotape, sufficiently detailed, of existing conditions of adjoining construction and site improvements that might be misconstrued as damage caused by the absence of, the installation of, or the performance of excavation support and protection systems.

1.4 QUALITY ASSURANCE

A. Professional Engineer Qualifications: Comply with Section 01 40 00 – Quality Requirements.

1.5 PROJECT CONDITIONS

A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Architect and then only after arranging to provide temporary utility services according to requirements indicated.

B. Project-Site Information: A geotechnical report has been prepared for this Project and is available for information only. The opinions expressed in this report are those of geotechnical engineer and represent interpretations of subsoil conditions, tests, and results of analyses conducted by geotechnical engineer. Owner will not be responsible for interpretations or conclusions drawn from this data.

1. Make additional test borings and conduct other exploratory operations necessary for excavation support and protection.
2. The geotechnical report is included elsewhere in the Project Manual.

C. Survey adjacent structures and improvements, employing a qualified professional engineer or land surveyor; establish exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations.

1. During installation of excavation support and protection systems, regularly resurvey benchmarks, maintaining an accurate log of surveyed elevations and positions for comparison with original elevations and positions. Promptly notify Architect if changes in elevations or positions occur or if cracks, sags, or other damage is evident in adjacent construction.

PART 2 - PRODUCTS

2.1 MATERIALS

A. The Contractor and Contactor's Engineer shall be responsible for determining appropriate materials to use for temporary excavations support and protection.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards that could develop during excavation support and protection system operations.

1. Shore, support and protect utilities encountered.

B. Install excavation support and protection systems to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

C. Locate excavation support and protection systems clear of permanent construction so that forming and finishing of concrete surfaces is not impeded.

D. Excavations should be sloped or shored in accordance with local, state, and federal regulations, including OSHA (29 CFR Part 1926) excavation trench safety standards.

E. Monitor excavation support and protection systems daily during excavation progress and for as long as excavation remains open. Promptly correct bulges, breakage, or other evidence of movement to ensure that excavation support and protection systems remain stable.

F. Promptly repair damages to adjacent facilities caused by installing excavation support and protection systems.

3.2 SOLDIER BEAMS AND LAGGING

A. Contractor and Contractor's Engineer shall design and specify.

3.3 SHEET PILING

A. Contractor and Contractor's Engineer shall design and specify.

3.4 TIEBACKS

A. Contractor and Contractor's Engineer shall design and specify.

3.5 BRACING

A. Contractor and Contractor's Engineer shall design and specify.

3.6 REMOVAL AND REPAIRS

A. Contractor's Engineer shall determine when excavation support and protection systems can be removed without causing damage or harm to structures, property or persons. In general remove excavation support and protection systems when construction has progressed sufficiently to support excavation and bear soil and hydrostatic pressures. Remove in stages to avoid disturbing underlying soils or damaging structures, pavements, facilities, and utilities.

1. Remove excavation support and protection systems completely.
2. Repair or replace, as approved by Engineer, adjacent work damaged or displaced by removing excavation support and protection systems.

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

A. Provide all labor, materials, equipment, tools and incidentals to install aggregate base course as shown on the Drawings and specified herein.

1.2 REFERENCES

A. ASTM D698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, using 5.5 pound Rammer and 12-inch Drop.

B. ASTM D1556 - Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.

C. ASTM D2167 - Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.

D. ASTM D3017 - Test Methods for Moisture Content of Soil and Soil-Aggregate Mixtures

PART 2 - PRODUCTS

2.1 MATERIALS

A. Coarse Aggregate:

1. In accordance with GDOT Standard Specifications for Highway Construction, 2021 Edition, Section 800.
2. Use only coarse aggregate sources appearing on the GDOT Qualified Product List 2.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify substrate has been inspected, is dry, and gradients and elevations are correct.

3.2 PREPARATION

A. Correct irregularities in substrate gradient and elevation by scarifying, reshaping and recompacting.

B. Do not place fill on soft, muddy, or frozen surfaces.

3.3 AGGREGATE PLACEMENT

A. Spread aggregate over prepared substrate to a total compacted thickness of 8 inches.

B. Place aggregate in maximum 8-inch layers and compact to specified density.

C. Level and contour surfaces to elevations and gradients indicated.

D. Add small quantities of fine aggregate to coarse aggregate as appropriate to assist compaction.

E. Add water to assist compaction. If excess water is apparent, remove aggregate and aerate to reduce moisture content.

F. Use mechanical tamping equipment in areas inaccessible to compaction equipment.

3.4 TOLERANCES

A. Flatness: Maximum variation of 1/2-inch measured with 10-foot straight edge.

B. Scheduled Compacted Thickness: Within 1/4-inch.

C. Variation From Design Elevation: Within 1/2-inch.

3.5 FIELD QUALITY CONTROL

A. Perform compaction testing in accordance with ASTM D1556, ASTM D698, ASTM D2167 and ASTM D3017.

B. If tests indicate Work does not meet specified requirements, remove Work, replace and retest.

C. Frequency of Tests: 200 square yards.

3.6 SCHEDULES

A. Under Asphalt Pavement:

1. Compact placed aggregate materials to achieve compaction of 98 percent.

B. Under Concrete Pavement:

1. Compact placed aggregate materials to achieve compaction of 98 percent.

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

A. Provide all labor, materials, equipment, tools, and incidentals to install asphaltic concrete paving as shown on the Drawings and specified herein.

1.2 REFERENCES

A. ASTM D946 - Penetration-Graded Asphalt Cement for Use in Payment Construction.

B. TAI - (The Asphalt Institute) - MS-2 Mix Design Methods for Asphalt Concrete and Other Hot Mix Types.

C. TAI - (The Asphalt Institute) - MS-3 Asphalt Plant Manual.

D. TAI - (The Asphalt Institute) - MS-8 Asphalt Plant Manual.

E. TAI - (The Asphalt Institute) - MS-19 Basic Asphalt Emulsion Manual.

F. GDOT - Standard Specifications For Highway Construction – 2021 Edition; Section 431 - Bituminous Pavements.

1.3 QUALITY ASSURANCE

A. Perform Work in accordance with State of Georgia Department of Transportation standard.

B. Mixing Plant: Conform to State of Georgia Department of Transportation standard. Use only material supplier sources appearing on the GDOT Qualified Product List 7.

C. Obtain materials from same source throughout.

1.4 REGULATORY REQUIREMENTS

A. Conform to applicable code for paving work on public property.

1.5 ENVIRONMENTAL REQUIREMENTS

A. Apply tack coats only when ambient temperature is above 50 degrees F, and when temperature has not been below 35 degrees F for 12 hours immediately prior to application. Do not apply when base is wet or contains excess moisture.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Asphalt Cement: In accordance with State of Georgia Department of Transportation standards.

B. Aggregate for Base Course Mix: See Section 32 11 23 – Aggregate Base Courses.

C. Aggregate for Binder Course Mix: In accordance with State of Georgia Department of Transportation standards.

D. Aggregate for Wearing Course Mix: In accordance with State of Georgia Department of Transportation standards.

E. Fine Aggregate: In accordance with State of Georgia Department of Transportation standards.

F. Mineral Filler: Finely ground particles of limestone, hydrated lime or other mineral dust, free of foreign matter.

G. Primer: Homogeneous, medium curing, liquid asphalt. In accordance with State of Georgia Department of Transportation standards.

H. Tack Coat: Homogeneous, medium curing, liquid asphalt. In accordance with State of Georgia Department of Transportation standards.

2.2 ASPHALT PAVING MIX

A. Use dry material to avoid foaming. Mix uniformly.

B. Wearing Course: 4.8 - 6.8 percent of asphalt cement by weight in mixture in accordance with State of Georgia Department of Transportation standards.

2.3 SOURCE QUALITY CONTROL AND TESTS

1. Submit proposed mix design for review prior to beginning of work.EXECUTION

2.4 EXAMINATION

A. Verify that compacted granular base is dry and ready to support paving and imposed loads.

B. Verify that gradients and elevations of base are correct.

2.5 SUBBASE

A. Prepare in accordance with Section 31 20 01 – Trenching, Backfilling and Compacting.

2.6 PREPARATION - TACK COAT

A. Apply tack coat on asphalt or concrete surfaces over subgrade surface at uniform rate of 0.05 to 0.15 gallon per square yard.

B. Apply tack coat to contact surfaces of curbs, gutters and existing pavement.

C. Coat surfaces of catch basin frames with oil to prevent bond with asphalt pavement. Do not tack coat these surfaces.

2.7 PLACING ASPHALT PAVEMENT

A. Install Work in accordance with State of Georgia Department of Transportation standards.

B. Place asphalt within 24 hours of applying tack coat.

C. Install catch basin frames in correct position and elevation.

D. Compact pavement by rolling to specified density. Do not displace or extrude pavement from position. Hand compact in areas inaccessible to rolling equipment.

E. Perform rolling with consecutive passes to achieve even and smooth finish without roller marks.

2.8 TOLERANCES

A. Thickness of all courses shall comply with those shown on the drawings.

B. Flatness: Maximum variation of 1/8-inch measured with 10-foot straight edge.

C. Scheduled Compacted Thickness: Within 1/4-inch.

D. Variation from True Elevation: Within 1/4-inch.

2.9 PROTECTION

1. Immediately after placement, protect pavement from mechanical injury for 3 days or until surface temperature is less than 140 degrees F.

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

A. Provide all labor, materials, equipment, tools, and incidentals required to install hot-mix asphalt paving as shown on the Drawings and specified herein.

B. This Section includes the following:

1. Hot-mix asphalt paving.
2. Hot-mix asphalt patching.
3. Hot-mix asphalt overlays.
4. Pavement-marking paint.

1.2 SYSTEM DESCRIPTION

A. Provide hot-mix asphalt pavement according to the materials, workmanship, and other applicable requirements of the standard specifications of the state or of authorities having jurisdiction.

1. Standard Specification: As indicated.
2. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.

1.3 SUBMITTALS

A. Product Data: For each product specified. Include technical data and tested physical and performance properties.

B. Job-Mix Designs: Certification, by authorities having jurisdiction, of approval of each job mix proposed for the Work.

C. Shop Drawings: Indicate pavement markings, lane separations, and defined parking spaces. Indicate dedicated handicapped spaces with international graphics symbol.

D. Qualification Data: For firms and persons specified in the "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of engineers and owners, and other information specified.

E. Material Certificates: Certificates signed by manufacturers certifying that each material complies with requirements.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: Engage an experienced installer who has completed hot-mix asphalt paving similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.

B. Manufacturer Qualifications: Engage a firm experienced in manufacturing hot-mix asphalt similar to that indicated for this Project and with a record of successful in-service performance.

1. Firm shall be a registered and approved paving mix manufacturer with authorities having jurisdiction or with the DOT of the state in which Project is located.

C. Regulatory Requirements: Conform to applicable standards of authorities having jurisdiction for asphalt paving work on public property.

D. Asphalt-Paving Publication: Comply with AI's "The Asphalt Handbook," except where more stringent requirements are indicated.

1.5 DELIVERY, STORAGE AND HANDLING

A. Deliver pavement-marking materials to Project site in original packages with seals unbroken and bearing manufacturer's labels containing brand name and type of material, date of manufacture, and directions for storage.

B. Store pavement-marking materials in a clean, dry, protected location and within temperature range required by manufacturer. Protect stored materials from direct sunlight.

1.6 PROJECT CONDITIONS

A. Environmental Limitations: Do not apply asphalt materials if substrate is wet or excessively damp or if the following conditions are not met:

1. Prime and Tack Coats: Minimum surface temperature of 60 degrees F. Asphalt Binder Course: Minimum surface temperature of 40 degrees F and rising at time of placement.
2. Asphalt Surface Course: Minimum surface temperature of 60 degrees F at time of placement.

B. Pavement-Marking Paint: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 degrees F for oil-based materials, 50 degrees F for water-based materials, and not exceeding 95 degrees F.

1.7 PRODUCTS

1.8 AGGREGATES

A. General: Use materials and gradations that have performed satisfactorily in previous installations.

B. Coarse Aggregate: Sound; angular crushed stone or crushed gravel; complying with ASTM D692.

C. Fine Aggregate: Sharp-edged natural sand or sand prepared from stone; gravel, or combinations thereof; complying with ASTM D1073.

1. For hot-mix asphalt, limit natural sand to a maximum of 20 percent by weight of the total aggregate mass.

D. Mineral Filler: Rock dust, hydraulic cement, or other inert material complying with ASTM D242.

1.9 ASPHALT MATERIALS

A. Asphalt Cement: ASTM D3381 for viscosity-graded material; ASTM D946 for penetration-graded material.

B. Prime Coat: Asphalt emulsion prime conforming to state DOT requirements.

C. Tack Coat: ASTM D977, emulsified asphalt or ASTM D2397, cationic emulsified asphalt, slow setting, factory diluted in water, of suitable grade and consistency for application.

D. Water: Potable.

1.10 AUXILIARY MATERIALS

A. Sand: ASTM D1073, Grade Nos. 2 or 3.

B. Pavement-Marking Paint: Latex, water-base emulsion, ready-mixed, complying with FS TT-P-1952.

1. Color: White.

2. Color: Blue for handicapped parking symbols and stripping.

C. Glass Beads: AASHTO M-247.

1.11 MIXES

A. Hot-Mix Asphalt: Provide dense, hot-laid, hot-mix asphalt plant mixes approved by authorities having jurisdiction; designed according to procedures in AI's "Mix Design Methods for Asphalt Concrete and Other Hot-Mix Types;" and complying with the following requirements:

1. Provide mixes with a history of satisfactory performance in geographical area where Project is located.
2. Binder Course: As indicated.
3. Surface Course: As indicated.

PART 2 - EXECUTION

2.1 EXAMINATION

A. Verify that subgrade is dry and in suitable condition to support paving and imposed loads.

B. Proof-roll subbase using heavy, pneumatic-tiered rollers to locate areas that are unstable or that require further compaction.

C. Notify Engineer in writing of any unsatisfactory conditions. Do not begin paving installation until these conditions have been satisfactorily corrected.

2.2 PATCHING AND REPAIRS

A. Patching: Saw cut perimeter of patch and excavate existing pavement section to sound base. Recompact new subgrade. Excavate rectangular or trapezoidal patches, extending 12 inches into adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically.

1. Tack coat faces of excavation and allow to cure before paving.
2. Fill excavation with dense-graded, hot-mix asphalt base mix and, while still hot, compact flush with adjacent surface.
3. Partially fill excavation with dense-graded, hot-mix asphalt base mix and compact while still hot. Cover asphalt base course with compacted, hot-mix surface layer finished flush with adjacent surfaces.

B. Tack Coat: Apply uniformly to existing surfaces of previously constructed

asphalt or portland cement concrete paving and to surfaces abutting or projecting into new, hot-mix asphalt pavement. Apply at a uniform rate of 0.05 to 0.15 gal./sq. yd. of surface.

2.3 Allow tack coat to cure undisturbed before paving.

1. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

2.4 SURFACE PREPARATION

A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.

1. Sweep loose granular particles from surface of unbound-aggregate base course. Do not dislodge or disturb aggregate embedded in compacted surface of base course.

B. Prime Coat: Apply uniformly over surface of compacted-aggregate base at a rate of 0.15 to 0.50 gal./sq. yd. Apply enough material to penetrate and seal, but not flood, surface. Allow prime coat to cure for 72 hours minimum.

1. If prime coat is not entirely absorbed within 24 hours after application, spread sand over surface to blot excess asphalt. Use just enough sand to prevent pickup under traffic. Remove loose sand by sweeping before pavement is placed and after volatiles have evaporated.
2. Protect primed substrate from damage until ready to receive paving.

2.5 HOT-MIX ASPHALT PLACING

A. Machine place hot-mix asphalt mix on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness, when compacted.

1. Place hot-mix asphalt base course in number of lifts and thicknesses indicated.
2. Place hot-mix asphalt surface course in single lift.
3. Spread mix at minimum temperature of 250 degrees F.
4. Begin applying mix along centerline of crown for crowned sections and on high side of one-way slopes, unless otherwise indicated.
5. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.

B. Place paving in consecutive strips not less than 10 feet wide, except where

infill edge strips of a lesser width are required.

1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Complete asphalt base course for a section before placing asphalt surface course.

C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

2.6 JOINTS

A. Construct joints to ensure continuous bond between adjoining paving sections. Construct joints free of depressions with same texture and smoothness as other sections of hot-mix asphalt course.

1. Clean contact surfaces and apply tack coat.
2. Offset longitudinal joints in successive courses a minimum of 6 inches.
3. Offset transverse joints in successive courses a minimum of 24 inches.
4. Construct transverse joints by bulkhead method or sawed vertical face method as described in AI's "The Asphalt Handbook."
5. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
6. Compact asphalt at joints to a density within 2 percent of specified course density.

2.7 COMPACTION

A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or vibratory-plate compactors in areas inaccessible to rollers.

1. Complete compaction before mix temperature cools to 185 degrees F.

B. Breakdown Rolling: Accomplish breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Repair surfaces by loosening displaced material, filling with hot-mix asphalt, and rerolling to required elevations.

C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling, while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:

1. Average Density: 96 percent of reference laboratory density according

to ASTM D1559, but not less than 94 percent nor greater than 100 percent.

D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.

E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while still hot, with back of rake or smooth iron. Compact thoroughly using tamper or other satisfactory method.

F. Repairs: Remove paved areas that are defective or contaminated with foreign materials. Remove paving course over area affected and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.

G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.

H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

2.8 INSTALLATION TOLERANCES

A. Thickness: Compact each course to produce the thickness indicated within the following tolerances:

1. Base Course: Plus or minus 1/2 inch.
2. Surface Course: Plus 1/4 inch, no minus.

B. Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:

1. Base Course: 1/4 inch.
2. Surface Course: 1/8 inch.

2.9 PAVEMENT MARKING

A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Engineer.

B. Allow paving to cure for 30 days before starting pavement marking.

C. Sweep and clean surface to eliminate loose material and dust.

D. Apply paint with mechanical equipment to produce pavement markings of dimensions indicated with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.

1. Broadcast glass spheres uniformly into wet pavement markings at a rate

of 6 pounds per gallon.

2.10 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified independent testing agency to perform field inspections and tests and to prepare test reports.

1. Testing agency will conduct and interpret tests and state in each report whether tested Work complies with or deviates from specified requirements.

B. Additional testing, at contractor's expense, will be performed to determine compliance of corrected Work with specified requirements.

C. Thickness: In-place compacted thickness of hot-mix asphalt courses will be determined according to ASTM D3549.

D. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.

E. In-Place Density: Samples of uncompacted paving mixtures and compacted pavement will be secured by testing agency according to ASTM D979.

1. Reference laboratory density will be determined by averaging results from 4 samples of hot-mix asphalt-paving mixture delivered daily to site, prepared according to ASTM D1559, and compacted according to job-mix specifications.
2. In-place density of compacted pavement will be determined by testing core samples according to ASTM D1188 or ASTM D2726.

a. One core sample will be taken for every 1000 sq. yd. or less of installed pavement, but in no case will fewer than 3 cores be taken.
b. Field density of in-place compacted pavement may also be determined by nuclear method according to ASTM D2950 and correlated with ASTM D1188 or ASTM D2726.

F. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

A. Provide all labor, materials, equipment, tools and incidentals to install cement concrete paving as shown on the Drawings and specified herein.

B. This Section includes exterior cement concrete pavement for the following:

1. Curbs and gutters.
2. Walkways.
3. Parking driveway aprons.

1.2 PROJECT CONDITIONS

A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.

1.3 QUALITY ASSURANCE

A. Perform Work in accordance with State of Georgia Department of Transportation Specifications for Highway Construction – 2021 Edition; Section 438 – Curbing and Section 439 - Concrete Pavements.

B. Materials: Conform to State of Georgia Department of Transportation standard. Use only material supplier sources appearing on the GDOT Qualified Product List 10 – District 4.

C. Obtain materials from same source throughout.

PART 2 - PRODUCTS

2.1 FORMS

A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, smooth exposed surfaces.

1. Use flexible or curved forms for curves of a radius 100 feet or less.

B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

2.2 STEEL REINFORCEMENT

A. Plain-Steel Welded Wire Fabric: ASTM A185, fabricated from as-drawn steel wire into flat sheets.

B. Deformed-Steel Welded Wire Fabric: ASTM A497, flat sheet.

C. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcement bars, welded wire fabric, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete or fiber-reinforced concrete of greater compressive strength than concrete, and as follows:

1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.

2.3 CONCRETE MATERIALS

A. Use concrete conforming to the requirements of Division 3 Section - Cast-in-Place Concrete for air-entrained, 4,000 psi mix design.

2.4 CURING MATERIALS

A. Absorptive Cover: AASHTO M182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 ounces per square yard dry.

B. Moisture-Retaining Cover: ASTM C171, polyethylene film or white burlap-polyethylene sheet.

C. Water: Potable.

D. Clear Waterborne Membrane-Forming Curing Compound: ASTM C309, Type 1, Class B.

E. White Waterborne Membrane-Forming Curing Compound: ASTM C309, Type 2, Class B.

F. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:

1. Clear Waterborne Membrane-Forming Curing Compound:

a. AH Curing Compound #2 DR WB; Anti-Hydro International, Inc.
b. Aqua Resin Cure; Burke Group, LLC (The).
c. Safe-Cure Clear; ChemMasters.
d. W.B. Resin Cure; Conspec Marketing & Manufacturing Co., Inc.
e. Day Chem Rez Cure (J-11-W); Dayton Superior Corporation.

f. Nitocure S; Fosroc.
g. Aqua Kure-Clear; Lambert Corporation.

h. L&M Cure R; L&M Construction Chemicals, Inc.
i. 1100 Clear; W. R. Meadows, Inc.
j. Resin Cure E; Nox-Crete Products Group, Kinsman Corporation.
k. Rich Cure E; Richmond Screw Anchor Co.
l. Resi-Chem Clear Cure; Symons Corporation.
m. Horncure 100; Tamms Industries Co., Div. of LaPorte Construction Chemicals North America, Inc.
n. Hydro Cure; Unitex.
o. Certi-Vex Enviocure; Vexcon Chemicals, Inc.

2. White Waterborne Membrane-Forming Curing Compound:

a. AH Curing Compound #2 WB WP; Anti-Hydro International, Inc.
b. Aqua Resin Cure; Burke Group, LLC (The).
c. W.B. Resin Cure; Conspec Marketing & Manufacturing Co., Inc.
d. Thinfilm 450; Kaufman Products, Inc.
e. Aqua Kure-White; Lambert Corporation.
f. L&M Cure R-2; L&M Construction Chemicals, Inc.
g. 1200-White; W. R. Meadows, Inc.
h. White Pigmented Resin Cure E; Nox-Crete Products Group, Kinsman Corporation.
i. Rich Cure White E; Richmond Screw Anchor Co.
j. Resi-Chem High Cure; Symons Corporation.
k. Horncure 200-W; Tamms Industries Co., Div. of LaPorte Construction Chemicals North America, Inc.
l. Hydro White 309; Unitex.

2.5 RELATED MATERIALS

A. Expansion- and Isolation-Joint-Filler Strips: ASTM D1751, asphalt-saturated cellulosic fiber.

2.6 CONCRETE MIXES

A. Prepare design mixes as required in Division 3 Section - Cast-in-Place Concrete.

B. Proportion mixes to provide concrete with the following properties:

1. Compressive Strength (28 Days): 4,000 psi.
2. Maximum Water-Cementitious Materials Ratio: 0.45.
3. Slump Limit: 3 inches.

a. Slump Limit for Concrete Containing High-Range Water-Reducing Admixture: Not more than 8 inches after adding admixture to plant- or site-verified, 2- to 3-inch slump.

C. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having an air content as follows within a tolerance of plus or minus 1.5 percent:

1. Air Content: 6.0 percent.

2.7 CONCRETE MIXING

A. Ready-Mixed Concrete: Comply with requirements and with ASTM C94.

PART 3 - EXECUTION

3.1 PREPARATION

A. Proof-roll prepared subbase surface to check for unstable areas and verify need for additional compaction. Proceed with pavement only after nonconforming conditions have been corrected and subgrade is ready to receive pavement.

B. Remove loose material from compacted subbase surface immediately before placing concrete.

3.2 EDGE FORMS AND SCREED CONSTRUCTION

A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides for pavement to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.

B. Clean forms after each use and coat with form release agent to ensure separation from concrete without damage.

3.3 STEEL REINFORCEMENT

A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating reinforcement and with recommendations in CRSI's "Placing Reinforcing Bars" for placing and supporting reinforcement.

B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.

C. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

3.4 JOINTS

A. General: Construct construction, isolation, and contraction joints and tool edgings true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.

1. When joining existing pavement, place transverse joints to align with previously placed joints, unless otherwise indicated.

B. Construction Joints: Set construction joints at side and end terminations of pavement and at locations where pavement operations are stopped for more than one-half hour, unless pavement terminates at isolation joints.

1. Continue reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of pavement strips, unless otherwise indicated.
2. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.

1. Locate expansion joints at intervals of 50 feet, unless otherwise indicated.
2. Extend joint fillers full width and depth of joint.
3. Terminate joint filler less than 1/2 inch or more than 1 inch below finished surface if joint sealant is indicated.
4. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
5. Protect top edge of joint filler during concrete placement with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.

D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows:

1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with groover tool to the following radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover marks on concrete surfaces.

   a. Radius: 3/8 inch.

2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before developing random contraction cracks.

E. Edging: Tool edges of pavement, gutters, curbs, and joints in concrete after initial floating with an edging tool to the following radius. Repeat tooling of edges after applying surface finishes. Eliminate tool marks on concrete surfaces.

1. Radius: 3/8 inch.

3.5 CONCRETE PLACEMENT

A. Inspection: Before placing concrete, inspect and complete formwork installation, reinforcement steel, and items to be embedded or cast in. Notify other trades to permit installation of their work.

B. Remove snow, ice, or frost from subbase surface and reinforcement before placing concrete. Do not place concrete on frozen surfaces.

C. Moisten subbase to provide a uniform dampened condition at the time concrete is placed. Do not place concrete around manholes or other structures until they are at the required finish elevation and alignment.

D. Comply with requirements and with recommendations in ACI 304R for measuring, mixing, transporting, and placing concrete.

E. Do not add water to concrete during delivery, at Project site, or during placement unless authorized by Engineer.

F. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.

G. Consolidate concrete by mechanical vibrating equipment supplemented by hand-spading, rodding or tamping. Use equipment and procedures to consolidate concrete according to recommendations in ACI 309R.

1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand-spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels, and joint devices.

H. Screed pavement surfaces with a straightedge and strike off. Commence initial floating using bull floats or darbies to form an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading dry-shake surface treatments.

I. Curbs and Gutters: When automatic machine placement is used for curb and gutter placement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing as specified for formed concrete. If results are not approved, remove and replace with formed concrete.

J. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

1. When air temperature has fallen to or is expected to fall below 40 degrees F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 degrees F and not more than 80 degrees F at point of placement.
2. Do not use frozen materials or materials containing ice or snow.
3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators, unless otherwise specified and approved in mix designs.

K. Hot-Weather Placement: Place concrete according to recommendations in ACI 305R and as follows when hot-weather conditions exist:

1. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90 degrees F. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Cover reinforcement steel with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
3. Fog-spray forms, reinforcement steel, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

3.6 CONCRETE FINISHING

A. General: Wetting of concrete surfaces during screeding, initial floating, or finishing operations is prohibited.

B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared, and the concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats, or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.

1. Medium-to-Fine-Textured Broom Finish: Draw a soft bristle broom across float-finished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.

3.7 CONCRETE PROTECTION AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and follow recommendations in ACI 305R for hot-weather protection during curing.

B. Begin curing after finishing concrete, but not before free water has disappeared from concrete surface.

C. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound, or a combination of these as follows:

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:

   a. Water.
   b. Continuous water-fog spray.
   c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.

2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

3.8 PAVEMENT TOLERANCES

A. Comply with tolerances of ACI 117 and as follows:

1. Elevation: 1/4 inch.
2. Thickness: Plus 3/8 inch, minus 1/4 inch.
3. Surface: Gap below 10-foot- long, unleveled straightedge not to exceed 1/4 inch.
4. Joint Spacing: 3 inches.
5. Contraction Joint Depth: Plus 1/4 inch, no minus.
6. Joint Width: Plus 1/8 inch, no minus.

3.9 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing and inspection agency to sample materials, perform tests, and submit test reports during concrete placement. Sampling and testing for quality control will be in accordance with Division 3 Section - Cast-in-Place Concrete.

3.10 REPAIRS AND PROTECTION

A. Remove and replace concrete pavement that is broken, damaged, or defective, or does not meet requirements in this Section.

B. Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.

C. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

A. Provide all labor, materials, equipment, tools and necessary erection accessories for chain link fencing and gates as shown on the Drawings and specified herein.

B. Provide excavations for post bases, concrete foundations for posts, and center drops for gates.

C. Provide manual gates and related hardware.

1.2 REFERENCES

A. ASTM A121 - Zinc-Coated (Galvanized) Steel Barbed Wire.

B. ASTM A153 - Zinc Coating (Hot-Dip) on Iron and Steel Hardware.

C. ASTM A392 - Zinc-Coated Steel Chain-Link Fence Fabric.

D. ASTM F567 - Installation of Chain-Link Fence.

E. ASTM F669 - Strength Requirements of Metal Posts and Rails for Industrial Chain Link Fence.

F. ASTM F1083 - Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures.

G. ASTM F1234 - Protective Coatings on Steel Framework for Fences.

H. Chain Link Fence Manufacturers Institute (CLFMI) - Product Manual.

1.3 SYSTEM DESCRIPTION

A. Fence Height: 6 feet nominal or as indicated on Drawings.

B. Line Post Spacing: At intervals not exceeding 10 feet.

C. Fence Post and Rail Strength: Conform to ASTM F669 Heavy Industrial Fence quality.

1.4 SUBMITTALS FOR REVIEW

A. Section 01 33 00 - Submittal Procedures.

B. Product Data: Provide data on fabric, posts, accessories, fittings and hardware.

C. Shop Drawings: Indicate plan layout, spacing of components, post foundation dimensions, hardware anchorage, and schedule of components.

1.5 SUBMITTALS FOR CLOSEOUT

A. Section 01 77 00 - Closeout Procedures.

B. Section 01 78 39 - Project Record Document. Accurately record actual locations of fences and gates relative to property lines and improvements on record drawings.

1.6 QUALITY ASSURANCE

A. Perform Work in accordance with manufacturer's instructions.

1.7 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing the products specified in this Section with minimum three (3) years' experience.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers:

1. Cyclone Fence.
2. Anchor Fence, Inc.
3. Merchants Metals
4. Substitutions: Refer to Section 01 60 00 – Product Requirements.

2.2 MATERIALS

A. Framing (Steel): ASTM A569; hot rolled steel strip, cold formed to pipe configuration, longitudinally welded construction, minimum yield strength of 50 ksi; coating conforming to ASTM F1234 Type B on pipe exterior and interior.

B. Fabric Wire (Steel): ASTM A392 Class I, zinc coated wire fabric.

C. Barbed Wire: ASTM A121 galvanized steel; 12 gage thick wire, 3 strands, 4 points at 5 inches on centers.

D. Concrete: Type specified in Section 03 30 00 – Concrete.

2.3 COMPONENTS

A. Line Posts: 2.5-inch diameter, 3.65 pounds per linear foot.

B. Corner and Terminal Posts: 3.5-inch diameter, 5.79 pounds per linear foot.

C. Gate Posts: (Swing Gate)

1. Less than 12-foot opening – 4-inch diameter.
2. 12-foot to 18-foot opening – 6-inch diameter.
3. Greater than 18-foot opening – 8-inch diameter.

D. Top and Brace Rail: 1.65-inch diameter, plain end, sleeve coupled.

E. Gate Frame: 2-inch diameter. (Swing Type)

F. Fabric: 2-inch diamond mesh interwoven wire, 9 gage thick, top and bottom selvages twisted tight.

G. Tension Wire: 7-gauge thick steel, single strand.

H. Tension Band: Per manufacturer's recommendations.

I. Tension Strap: Per manufacturer's recommendations.

J. Tie Wire: Aluminum alloy steel wire.

K. Horizontal Aluminum Sliding Gate: See Details in Drawings.

L. Gate Access Call Box with video and audio per gate manufacturer.

2.4 ACCESSORIES

A. Caps: Malleable iron, galvanized, sized to post diameter, with set screw retainer.

B. Fittings: Sleeves, bands, clips, rail ends, tension bars, fasteners and fittings, all of steel.

C. Extension Arms: Single arm galvanized cast steel, sloped to 45 degrees, to accommodate 3 strands of barbed wire.

D. Gate Hardware: Center gate stop and drop rod; three 180-degree gate hinges per leaf and hardware for padlock.

2.5 FINISHES

A. Components and Fabric: Galvanized to ASTM A123; 1.8 oz/sq ft coating.

B. Hardware: Galvanized to ASTM A153, 1.8 ounce/square foot coating.

C. Accessories: Same finish as framing.

2.6 FENCE GROUNDING

A. Conductors: Bare, solid wire for No. 6 AWG and smaller; stranded wire for No. 4 AWG and larger.

1. Material Above Finished Grade: Copper.
2. Material On or Below Finished Grade: Copper.
3. Bonding Jumpers: Braided copper tape, 1 inch wide, woven of No. 30 AWG bare copper wire, terminated with copper ferrules.

B. Connectors and Ground Rods: Listed in UL 467.

1. Connectors for Below-Grade Use: Exothermic welded type.
2. Ground Rods: Copper-clad steel.

a. Size: 5/8 inch by 96 inches.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install framework, fabric, accessories and gates in accordance with manufacturer's instructions.

B. Place fabric on outside of posts and rails.

C. Set line, corner, terminal, and gate posts plumb, in concrete footings with top of footing 2 inches above finish grade. Slope top of concrete for water runoff.

D. Brace each gate and corner post to adjacent line post with horizontal center brace rail and diagonal truss rods. Install brace rail one bay from end and gate posts.

E. Provide top rail through line post tops and splice with 6-inch-long rail sleeves.

F. Install center brace rail on corner gate leaves.

G. Do not stretch fabric until concrete foundation has cured 28 days.

H. Stretch fabric between terminal posts or at intervals of 100 feet maximum, whichever is less.

I. Position bottom of fabric 2 inches above finished grade.

J. Fasten fabric to top rail, line posts, braces, and bottom tension wire with tie wire.

K. Attach fabric to end, corner, and gate posts with tension bars and tension bar clips.

L. Install bottom tension wire stretched taut between terminal posts.

M. Install support arms sloped outward and attach barbed wire; tension and secure.

N. Do not support the hinged side of gate from building wall; provide gate posts.

O. Install gate with fabric and barbed wire overhang to match fence. Install three hinges per leaf, latch, catches, drop bolt and socket.

3.2 ERECTION TOLERANCES

A. Maximum Variation from Plumb: 1/4 inch.

B. Maximum Offset from True Position: 1 inch.

C. Do not allow components to encroach on adjacent property.

3.3 GROUNDING AND BONDING

A. Fence Grounding: Install at maximum intervals of 1,000 feet except as follows:

1. Fences within 100 Feet of Buildings, Structures, Walkways, and Roadways: Ground at maximum intervals of 500 feet.

a. Gates and Other Fence Openings: Ground fence on each side of opening.

1) Bond metal gates to gate posts.

2) Bond across openings, with and without gates, except openings indicated as intentional fence discontinuities. Use No. 2 AWG wire and bury it at least 18 inches below finished grade.

B. Protection at Crossings of Overhead Electrical Power Lines: Ground fence at location of crossing and at a maximum distance of 150 feet on each side of crossing.

C. Fences Enclosing Electrical Power Distribution Equipment: Ground as required by IEEE C2, unless otherwise indicated.

D. Grounding Method: At each grounding location, drive a ground rod vertically until the top is 6 inches below finished grade. Connect rod to fence with No. 6 AWG conductor. Connect conductor to each fence component at the grounding location, including the following:

1. Each Barbed Wire Strand. Make grounding connections to barbed wire with wire-to-wire connectors designed for this purpose.
2. Each Barbed Tape Coil: Make grounding connections to barbed tape with connectors designed for this purpose.

E. Bonding Method for Gates: Connect bonding jumper between gate post and gate frame.

F. Connections: Make connections so possibility of galvanic action or electrolysis is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact will be galvanically compatible.

1. Use electroplated or hot-tin-coated materials to ensure high conductivity and to make contact points closer in order of galvanic series.
2. Make connections with clean, bare metal at points of contact.
3. Make aluminum-to-steel connections with stainless-steel separators and mechanical clamps.
4. Make aluminum-to-galvanized-steel connections with tin-plated copper jumpers and mechanical clamps.
5. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.

G. Bonding to Lightning Protection System: If fence terminates at lightning-protected building or structure, ground the fence and bond the fence grounding conductor to lightning protection down conductor or lightning protection grounding conductor complying with NFPA 780.

3.4 FIELD QUALITY CONTROL

A. Ground-Resistance Testing Agency: Owner will engage a qualified independent testing agency to perform field quality-control testing.

B. Ground-Resistance Tests: Subject completed grounding system to a megger test at each grounding location. Measure ground resistance not less than two full days after last trace of precipitation, without soil having been moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance. Perform tests by two-point method according to IEEE 81.

C. Desired Maximum Grounding Resistance Value: 25 ohms.

D. Excessive Ground Resistance: If resistance to ground exceeds desired value, notify Engineer promptly. Include recommendations to reduce ground resistance and proposal to accomplish recommended work.

E. Report: Prepare test reports certified by testing agency, of ground resistance at each test location. Include observations of weather and other phenomena that may affect test results.

END OF SECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes planting soils and layered soil assemblies specified by composition of the mixes.

B. Related Requirements:
1. Section 311000 "Site Clearing" for top-soil stripping and stockpiling.
2. Section 329200 "Turf and Grasses" for placing planting soil for turf and grasses.
3. Section 329300 "Plants" for placing planting soil for plantings.

1.3 ALLOWANCES

A. None

1.4 UNIT PRICES

A. None

1.5 DEFINITIONS

A. AAPFCO: Association of American Plant Food Control Officials.

B. Backfill: The earth used to replace or the act of replacing earth in an excavation. This can be amended or unamended soil as indicated.

C. CEC: Cation exchange capacity.

D. Compost: The product resulting from the controlled biological decomposition of organic material that has been sanitized through the generation of heat and stabilized to the point that it is beneficial to plant growth.

E. Duff Layer: A surface layer of soil, typical of forested areas, that is composed of mostly decayed leaves, twigs, and detritus.

F. Imported Soil: Soil that is transported to Project site for use.Layered Soil Assembly: A designed series of planting soils, layered on each other, that together produce an environment for plant growth.

G. Manufactured Soil: Soil produced by blending soils, sand, stabilized organic soil amendments, and other materials to produce planting soil.

H. NAPT: North American Proficiency Testing Program. An SSSA program to assist soil-, plant-, and water-testing laboratories through interlaboratory sample exchanges and statistical evaluation of analytical data.

I. Organic Matter: The total of organic materials in soil exclusive of undecayed plant and animal tissues, their partial decomposition products, and the soil biomass; also called "humus" or "soil organic matter."

J. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified as specified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.

K. RCRA Metals: Hazardous metals identified by the EPA under the Resource Conservation and Recovery Act.

L. SSSA: Soil Science Society of America.

M. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

N. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.

O. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil"; but in disturbed areas such as urban environments, the surface soil can be subsoil.

P. USCC: U.S. Composting Council.

1.6 PREINSTALLATION MEETINGS

A. Conduct conference at **Project site**.

1.7 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include recommendations for application and use.
2. Include test data substantiating that products comply with requirements.
3. 3.Include sieve analyses for aggregate materials.
4. Material Certificates: For each type of imported soil and soil amendment and fertilizer before delivery to the site, according to the following:

    a. Manufacturer's qualified testing agency's certified analysis of standard products.
    b. Analysis of fertilizers, by a qualified testing agency, made according to AAPFCO methods for testing and labeling and according to AAPFCO's SUIP #25.
    c. Analysis of nonstandard materials, by a qualified testing agency, made according to SSSA methods, where applicable.

B. Samples: For each bulk-supplied material, 1-quart volume of each in sealed containers labeled with content, source, and date obtained. Each Sample shall be typical of the lot of material to be furnished; provide an accurate representation of composition, color, and texture.

1.8 INFORMATIONAL SUBMITTALS

A. Qualification Data: For each testing agency.

B. Preconstruction Test Reports: For preconstruction soil analyses specified in "Preconstruction Testing" Article.

C. Field quality-control reports.

1.9 QUALITY ASSURANCE

A. Testing Agency Qualifications: An independent, state-operated, or university-operated laboratory; experienced in soil science, soil testing, and plant nutrition; with the experience and capability to conduct the testing indicated; and that specializes in types of tests to be performed.

1.10 PRECONSTRUCTION TESTING

A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction soil analyses on existing, on-site soil and imported soil.

1. Notify Architect seven days in advance of the dates and times when laboratory samples will be taken.

B. Preconstruction Soil Analyses: For each unamended soil type, perform testing on soil samples and furnish soil analysis and a written report containing soil-amendment and fertilizer recommendations by a qualified testing agency performing the testing according to "Soil-Sampling Requirements" and "Testing Requirements" articles.

1. Have testing agency identify and label samples and test reports according to sample collection and labeling requirements.

1.11 SOIL-SAMPLING REQUIREMENTS

A. General: Extract soil samples according to requirements per plans – L2.01.

B. Sample Collection and Labeling: Have samples taken and labeled by Contractor in presence of Architect under the direction of the testing agency.

1. Number and Location of Samples: Minimum of five representative soil samples from varied locations for each soil to be used or amended for landscaping purposes.
2. Procedures and Depth of Samples: According to USDA-NRCS's "Field Book for Describing and Sampling Soils**.**
3. Division of Samples: Split each sample into two, equal parts. Send half to the testing agency and half to Owner for its records.
4. Labeling: Label each sample with the date, location keyed to a site plan or other location system, visible soil condition, and sampling depth.

1.12 TESTING REQUIREMENTS

A. General: Perform tests on soil samples according to requirements in this article.

B. Physical Testing:

1. Soil Texture: Soil-particle, size-distribution analysis by one of the following methods according to SSSA's "Methods of Soil Analysis - Part 1-Physical and Mineralogical Methods":

    a. Sieving Method: Report sand-gradation percentages for very coarse, coarse, medium, fine, and very fine sand; and fragment-gradation (gravel) percentages for fine, medium, and coarse fragments; according to USDA sand and fragment sizes.
    b. Hydrometer Method: Report percentages of sand, silt, and clay.

2. Total Porosity: Calculate using particle density and bulk density according to SSSA's "Methods of Soil Analysis - Part 1-Physical and Mineralogical Methods."
3. Water Retention: According to SSSA's "Methods of Soil Analysis - Part 1-Physical and Mineralogical Methods."
4. Saturated Hydraulic Conductivity: According to SSSA's "Methods of Soil Analysis - Part 1-Physical and Mineralogical Methods"; at 85% compaction according to ASTM D698 (Standard Proctor).

C. Chemical Testing:

1. CEC: Analysis by sodium saturation at pH 7 according to SSSA's "Methods of Soil Analysis - Part 3- Chemical Methods."
2. Clay Mineralogy: Analysis and estimated percentage of expandable clay minerals using CEC by ammonium saturation at pH 7 according to SSSA's "Methods of Soil Analysis - Part 1-Physical and Mineralogical Methods."

D. Fertility Testing: Soil-fertility analysis according to standard laboratory protocol of SSSA NAPT SERA-6, including the following:

1. Percentage of organic matter.
2. CEC, calcium percent of CEC, and magnesium percent of CEC.
3. Soil reaction (acidity/alkalinity pH value).
4. Buffered acidity or alkalinity.
5. Nitrogen ppm.
6. Phosphorous ppm.
7. Potassium ppm.
8. Manganese ppm.

9. Manganese-availability ppm.
10. Zinc ppm.
11. Zinc availability ppm.
12. Copper ppm.
13. Sodium ppm and sodium absorption ratio.
14. Soluble-salts ppm.
15. Presence and quantities of problem materials including salts and metals cited in the Standard protocol. If such problem materials are present, provide additional recommendations for corrective action.
16. Other deleterious materials, including their characteristics and content of each.

E. Organic-Matter Content: Analysis using loss-by-ignition method according to SSSA's "Methods of Soil Analysis - Part 3- Chemical Methods."

F. Recommendations: Based on the test results, state recommendations for soil treatments and soil amendments to be incorporated to produce satisfactory planting soil suitable for healthy, viable plants indicated. Include, at a minimum, recommendations for nitrogen, phosphorous, and potassium fertilization, and for micronutrients.

1. Fertilizers and Soil Amendment Rates: State recommendations in weight **per 1000 sq. ft. for 6-inch depth of soil**.
2. Soil Reaction: State the recommended liming rates for raising pH or sulfur for lowering pH according to the buffered acidity or buffered alkalinity in weight **per 1000 sq. ft. for 6-inch depth of soil**.

1.13 DELIVERY, STORAGE, AND HANDLING

A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and compliance with state and Federal laws if applicable.

B. Bulk Materials:

1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
3. Do not move or handle materials when they are wet or frozen.
4. Accompany each delivery of bulk fertilizers and soil amendments with appropriate certificates.

1.14 PLANTING SOILS SPECIFIED BY COMPOSITION

A. General: Soil amendments, fertilizers, and rates of application specified in this article are guidelines that may need revision based on testing laboratory's recommendations after preconstruction soil analyses are performed.

B. On-Site Planting-Soil: Existing, on-site surface soil, with the duff layer, if any, retained and stockpiled on-site, modified to produce viable planting soil. Blend existing, on-site surface soil with soil amendments and fertilizers in quantities recommended by soil testing agency to produce planting soil.

C. Off-site Planting-Soil Type: Imported, naturally formed soil from off-site sources and consisting of **sandy loam** or **loamy sand** soil according to USDA textures; and modified to produce viable planting soil.

1. Sources: Take imported, unamended soil from sources that are naturally well- drained sites where topsoil occurs at least 4 inches deep, not from agricultural land, bogs, or marshes; and that do not contain undesirable organisms; disease-causing plant pathogens; or obnoxious weeds and invasive plants including, but not limited to, coffee weed, pig weed, rye grass, quack grass, Johnsongrass, poison ivy, nutsedge, nimble will, Canada thistle, bindweed, bent grass, wild garlic, ground ivy, perennial sorrel, and bromegrass.
2. Additional Properties of Imported Soil before Amending: Soil reaction of pH 6 to 7 and minimum of 5 percent organic-matter content, friable, and with sufficient structure to give good tilth and aeration.
3. Unacceptable Properties: Clean soil of the following:

    a. Unacceptable Materials: Concrete slurry, concrete layers or chunks, cement, plaster, building debris, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, acid, and other extraneous materials that are harmful to plant growth.
    b. Unsuitable Materials: Stones, roots, plants, sod, clay lumps, and pockets of coarse sand that exceed a combined maximum of 8 percent by dry weight of the imported soil.
    c. Large Materials: Stones, clods, roots, clay lumps, and pockets of coarse sand exceeding 2 inches in any dimension.

4. Blend existing, on-site surface soil with soil amendments and fertilizers in quantities recommended by soil testing agency to produce planting soil.

D. Imported Manufactured Planting Soil: Manufactured soil consisting of manufacturer's basic topsoil blended in a manufacturing facility with sand, stabilized organic soil amendments, and other materials to produce viable planting soil.

1. Additional Properties of Manufacturer's Basic Soil before Amending: Soil reaction of pH 6 to 7 and minimum of 5 percent organic-matter content, friable, and with sufficient structure to give good tilth and aeration.

2. Unacceptable Properties: Manufactured soil shall not contain the following:

   a. Unacceptable Materials: Concrete slurry, concrete layers or chunks, cement, plaster, building debris, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, acid, and other extraneous materials that are harmful to plant growth.
   b. Unsuitable Materials: Stones, roots, plants, sod, clay lumps, and pockets of coarse sand that exceed a combined maximum of 5 percent by dry weight of the manufactured soil.
   c. Large Materials: Stones, clods, roots, clay lumps, and pockets of coarse sand exceeding 1-1/2 inches in any dimension.

3. Blend manufactured topsoil soil amendments and fertilizers in quantities recommended by soil testing agency to produce planting soil.

1.15 INORGANIC SOIL AMENDMENTS

A. Lime: ASTM C602, agricultural liming material containing a minimum of 80 percent calcium carbonate equivalent and as follows:
   1. Class: O, with a minimum of 95 percent passing through a No. 8 (2.36-mm) sieve and a minimum of 55 percent passing through a No. 60 (0.25-mm) sieve.
   2. Form: Provide lime in form of ground dolomitic limestone.

B. Sulfur: Granular, biodegradable, and containing a minimum of 90 percent elemental sulfur, with a minimum of 99 percent passing through a No. 6 (3.35-mm) sieve and a maximum of 10 percent passing through a No. 40 (0.425-mm) sieve.

C. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.

D. Perlite: Horticultural perlite, soil amendment grade.

E. Agricultural Gypsum: Minimum 90 percent calcium sulfate, finely ground with 90 percent passing through a No. 50 (0.30-mm) sieve.

F. Sand: Clean, washed, natural or manufactured, free of toxic materials, and according to ASTM C33/C33M.

1.16 FERTILIZERS

A. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following

composition:

1. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified testing agency.

B. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:

1. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified testing agency.

PART 2 - EXECUTION

2.1 GENERAL

A. Place planting soil and fertilizers according to requirements in other Specification Sections.

B. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in planting soil.

C. Proceed with placement only after unsatisfactory conditions have been corrected.

2.2 PREPARATION OF UNAMENDED, ON-SITE SOIL BEFORE AMENDING

A. Excavation: Excavate soil from designated area(s) to a depth of [**6 inches (150 mm)**] <**Insert dimension**> and stockpile until amended.

B. Unacceptable Materials: Clean soil of concrete slurry, concrete layers or chunks, cement, plaster, building debris, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, acid, and other extraneous materials that are harmful to plant growth.

C. Unsuitable Materials: Clean soil to contain a maximum of [**8**] percent by dry weight of stones, roots, plants, sod, clay lumps, and pockets of coarse sand.

Procedure in "Screening" Paragraph below is costly. Second option allows generally acceptable soil clods to remain. Revise paragraph to suit required soil structure, texture, and appearance.

D. Screening: Pass unamended soil through a [**2-inch (50-mm)**] [**3-inch (75-**

E. **mm)**] sieve to remove large materials.

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2.3 PLACING AND MIXING PLANTING SOIL OVER EXPOSED SUBGRADE

Generally retain this article if existing, on-site soil or imported soil will be amended and applied to areas that have been stripped of existing soils or that have poor existing soils regarded as subgrade.

A. General: Apply and mix unamended soil with amendments on-site to produce required planting soil. Do not apply materials or till if existing soil or subgrade is frozen, muddy, or excessively wet.

B. Subgrade Preparation: Till subgrade to a minimum depth of [**4 inches (100 mm)**] [**6 inches (150 mm)**] [**8 inches (200 mm)**] [**12 inches (300 mm)**] [**18 inches (450 mm)**] . Remove stones larger than [**1-1/2 inches (38 mm)**] [**2 inches (50 mm)**] [**3 inches (75 mm)**] in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.

Retain subparagraph below to knit planting soil to subsoil and to improve soil drainage. Retain for caliche or hardpan subgrades, poorly drained subgrades, or subgrades that heavily compact during construction. Usually delete if applied, unamended soil exceeds a depth of 8 inches (200 mm).

1. Apply, add soil amendments, and mix approximately half the thickness of unamended soil over prepared, loosened subgrade according to "Mixing" Paragraph below. Mix thoroughly into top [**2 inches (50 mm)**] [**4 inches (100 mm)**] of subgrade. Spread remainder of planting soil.

C. Mixing: Spread unamended soil to total depth [**of 4 inches (100 mm)**] [**of 6 inches (150 mm)**] [**of 8 inches (200 mm)**] [**of 12 inches (300 mm)**] [**indicated on Drawings**], but not less than required to meet finish grades after mixing with amendments and natural settlement. Do not spread if soil or subgrade is frozen, muddy, or excessively wet.

Retain option in "Amendments" Subparagraph below if applying compost component of planting- soil mix to surface and lightly tilling in lieu of blending compost throughout planting-soil mix.

1. Amendments: Apply soil amendments[**, except compost,**] and fertilizer, if required, evenly on surface, and thoroughly blend them with unamended soil to produce planting soil.

Retain first subparagraph below if liming or sulfur is required.

a. Mix [**lime**] [**and**] [**sulfur**] with dry soil before mixing fertilizer.
b. Mix fertilizer with planting soil no more than seven days before planting.

Lifts: Apply and mix unamended soil and amendments in lifts not exceeding [**8 inches (200 mm)**] [**12 inches (300 mm)**] in loose depth for material compacted by compaction equipment, and not more than [**4 inches (100 mm)**] [**6 inches (150 mm)**] in loose depth for material compacted by hand-operated tampers.

Retain last option in "Compaction" Paragraph below if more than one compaction value is required for different locations.

D. Compaction: Compact each blended lift of planting soil to [**75 to 82**] percent of maximum Standard Proctor density according to ASTM D698 and tested in-place[**except where a different compaction value is indicated on Drawings**].

E. Finish Grading: Grade planting soil to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

2.4 PLACING MANUFACTURED PLANTING SOIL OVER EXPOSED SUBGRADE

Generally retain this article if manufactured planting soil is applied to areas that have been stripped of existing soils or that have poor existing soils regarded as subgrade.

A. General: Apply manufactured soil on-site in its final, blended condition. Do not apply materials or till if existing soil or subgrade is frozen, muddy, or excessively wet.

B. Subgrade Preparation: Till subgrade to a minimum depth of [**4 inches (100 mm)**] [**6 inches (150 mm)**] [**8 inches (200 mm)**] [**12 inches (300 mm)**] [**18 inches (450 mm)**]. Remove stones larger than [**1-1/2 inches (38 mm)**] [**2 inches (50 mm)**] [**3 inches (75 mm)**] in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.

Retain subparagraph below to knit planting soil to subsoil and to improve soil drainage. Retain for caliche or hardpan subgrades, poorly drained subgrades, or subgrades that heavily compact during construction. Usually delete if planting soil exceeds a depth of 8 inches (200 mm).

1. Apply approximately half the thickness of planting soil over prepared, loosened subgrade. Mix thoroughly into top [**2 inches (50 mm)**] [**4 inches (100 mm)**] of subgrade. Spread remainder of planting soil.

C. Application: Spread planting soil to total depth [**of 4 inches (100 mm)**] [**of 6 inches (150 mm)**] [**of 8 inches (200 mm)**] [**of 12 inches (300 mm)**] [**indicated on Drawings**], but not less than required to meet finish grades after natural settlement. Do not spread if soil or subgrade is frozen, muddy, or excessively wet.

1. Lifts: Apply planting soil in lifts not exceeding [**8 inches (200 mm)**] [**12 inches (300 mm)**] in loose depth for material compacted by compaction equipment, and not more than [**4 inches (100 mm)**] [**6 inches (150 mm)**] in loose depth for material compacted by hand-operated tampers.

Retain last option in "Compaction" Paragraph below if more than one compaction value is required for different locations.

D. Compaction: Compact each lift of planting soil to [**75 to 82**] <**Insert number range**> percent of maximum Standard Proctor density according to ASTM D698[**except where a different compaction value is indicated on Drawings**].

E. Finish Grading: Grade planting soil to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

2.5 BLENDING PLANTING SOIL IN PLACE

Generally retain this article if existing, unamended, on-site surface soil is amended without excavating to produce planting soil.

A. General: Mix amendments with in-place, unamended soil to produce required planting soil. Do not apply materials or till if existing soil or subgrade is frozen, muddy, or excessively wet.

B. Preparation: Till unamended, existing soil in planting areas to a minimum depth of [**of 4 inches (100 mm)**] [**of 6 inches (150 mm)**] [**of 8 inches (200 mm)**] [**of 12 inches (300 mm)**] [**of 18 inches (450 mm)**] [**indicated on Drawings**] <**Insert dimension**>. Remove stones larger than [**1-1/2 inches (38 mm)**] [**2 inches (50 mm)**] [**3 inches (75 mm)**] <**Insert dimension**> in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.

Retain option in "Mixing" Paragraph below if applying compost component of planting-soil mix to surface and lightly tilling in lieu of blending compost throughout planting-soil mix.

C. Mixing: Apply soil amendments[**, except compost,**] and fertilizer, if required, evenly on surface, and thoroughly blend them into full depth of unamended, in-place soil to produce planting soil.

Retain first subparagraph below if liming or sulfur is required.

1. Mix [**lime**] [**and**] [**sulfur**] with dry soil before mixing fertilizer.
2. Mix fertilizer with planting soil no more than seven days before planting.

Retain last option in "Compaction" Paragraph below if more than one compaction value is required for different locations.

D. Compaction: Compact blended planting soil to [**75 to 82**] percent of maximum Standard Proctor density according to ASTM D698[except **where a different compaction value is indicated on Drawings**].

E. Finish Grading: Grade planting soil to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

2.6 APPLYING COMPOST TO SURFACE OF PLANTING SOIL

Generally retain this article if applying a separate compost layer or applying the compost component of a planting-soil mix to surface of in-place planting soil in lieu of blending compost throughout the planting-soil mix.

A. Application: Apply [**compost component of planting-soil mix**] [**4 inches (100 mm) of compost**] [**6 inches (150 mm) of compost**] to surface of in-place planting soil. Do not apply materials or till if existing soil or subgrade is frozen, muddy, or excessively wet.

B. Finish Grading: Grade surface to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

2.7 LAYERED SOIL ASSEMBLIES

Retain this article if required, layered soil assemblies are not indicated on Drawings, detailing each sequence of layers, or in a schedule. Copy "Layered Soil Assembly" Paragraph below as many times as required for Project according to each sequence of soil layers required. Edit paragraph for each type of layered soil assembly and insert drawing designation. Then, retain the planting-soil types and product requirements for manufactured nonsoil materials in Part 2 articles that are related to each layered soil assembly.

Insert layer designations for nonsoil materials, such as erosion-control mats or other geosynthetics, and insert in Part 2 product requirements for these nonsoil materials, if required for layered soil assemblies listed below.

A. Layered Soil Assembly:

1. [**Top Layer**]: Planting-soil type.
2. Planting-soil type.

2.8 FIELD QUALITY CONTROL

Retain "Testing Agency" and "Perform the following tests(and inspections)" paragraphs below to identify who shall perform tests and inspections. If retaining second option in "Testing Agency" Paragraph, or if retaining "Perform the following tests(and inspections)" Paragraph, retain "Field quality-control reports" Paragraph in "Informational Submittals" Article.

A. Testing Agency: [**Owner will engage**] [**Engage**] a qualified testing agency to perform tests and inspections.

Retain "Perform the following tests(and inspections)" Paragraph below to require Contractor to perform tests and inspections.

B. Perform the following tests [**and inspections**]:

1. Compaction: Test planting-soil compaction after placing each lift and at completion using a densitometer or soil-compaction meter calibrated to a reference test value based on laboratory testing according to ASTM D698. Space tests at no less than one for each [**1000 sq. ft. (100 sq. m)**] [**2000 sq. ft. (200 sq. m)**] of in-place soil or part thereof.

See Section 014000 "Quality Requirements" for retesting and reinspecting requirements and Section 017300 "Execution" for requirements for correcting the Work.

C. Soil will be considered defective if it does not pass tests[**and inspections**].

D. Prepare test[**and inspection**] reports.

E. Label each sample and test report with the date, location keyed to a site plan or other location system, visible conditions when and where sample was taken, and sampling depth.

2.9 PROTECTION

Revise "Protection Zone" Paragraph below to suit Project. Delete if referenced Section is not used.

A. Protection Zone: Identify protection zones according to Section 015639 "Temporary Tree and Plant Protection."

B. Protect areas of in-place soil from additional compaction, disturbance, and contamination. Prohibit the following practices within these areas except as required to perform planting operations:

Revise subparagraphs below to suit Project.

1. Storage of construction materials, debris, or excavated material.
2. Parking vehicles or equipment.
3. Vehicle traffic.
4. Foot traffic.
5. Erection of sheds or structures.

6. Impoundment of water.
7. Excavation or other digging unless otherwise indicated.

C. If planting soil or subgrade is overcompacted, disturbed, or contaminated by foreign or deleterious materials or liquids, remove the planting soil and contamination; restore the subgrade as directed by Architect and replace contaminated planting soil with new planting soil.

2.10 CLEANING

A. Protect areas adjacent to planting-soil preparation and placement areas from contamination. Keep adjacent paving and construction clean and work area in an orderly condition.

B. Remove surplus soil and waste material including excess subsoil, unsuitable materials, trash, and debris and legally dispose of them off Owner's property unless otherwise indicated.

Retain subparagraph below if required; revise to suit Project.

1. Dispose of excess subsoil and unsuitable materials on-site where directed by Owner.

END OF SECTION

PART 1 - GENERAL

G

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Seeding.
2. Hydroseeding.
3. Sodding.

B. Related Requirements:

1. Section 32 93 00 "Plants" for trees, shrubs, ground covers, and other plants as well as border edgings and mow strips.

1.3 DEFINITIONS

A. Finish Grade: Elevation of finished surface of planting soil.

B. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. Pesticides include insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. They also include substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.

C. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. Pests include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.

D. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth. See drawing designations for planting soils.

E. Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.
   1. Ensure site contractor and landscape contractor are represented and coordinate their work and finished grading responsibilities and site preparation responsibilities prior to landscaping.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For landscape Installer.

B. Certification of Grass Seed: From seed vendor for each grass-seed monostand or mixture, stating the botanical and common name, percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.

   1. Certification of each seed mixture for turfgrass sod. Include identification of source and name and telephone number of supplier.

C. Product Certificates: For fertilizers, from manufacturer.

D. Pesticides and Herbicides: Product label and manufacturer's application instructions specific to Project.

1.6 CLOSEOUT SUBMITTALS

A. Maintenance Data: Recommended procedures to be established by Owner for maintenance of turf during a calendar year. Submit before expiration of required maintenance periods.

1.7 QUALITY ASSURANCE

A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful turf establishment.
   1. Experience: Minimum 10 years' experience in turf installation in addition to requirements in Section 014000 "Quality Requirements."
   2. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.

   3. Pesticide Applicator: State licensed, commercial.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws, as applicable.

B. Sod: Harvest, deliver, store, and handle sod according to requirements in "Specifications for Turfgrass Sod Materials" and "Specifications for Turfgrass Sod Transplanting and Installation" sections in TPI's "Guideline Specifications to Turfgrass Sodding." Deliver sod within 24 hours of harvesting and in time for planting promptly. Protect sod from breakage and drying.

C. Bulk Materials:

1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
2. Provide erosion-control measures to prevent erosion or displacement of bulk materials; discharge of soil-bearing water runoff; and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
3. Accompany each delivery of bulk materials with appropriate certificates.

1.9 FIELD CONDITIONS

A. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with initial maintenance periods to provide required maintenance from date of planting completion.

B. Permanent Seeding April -August

C. Permanent Sod March - September

D. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

Part 2 - PRODUCTS

2.1 SEED

A. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Rules for Testing Seeds" for purity and germination tolerances.

B. Seed Species:

1. Quality, State Certified: State-certified seed of grass species as listed below for solar exposure.
2. Full Sun, Warm-Season Grass: Bermudagrass (Cynodon dactylon).

2.2 TURFGRASS SOD

A. Turfgrass Sod: Certified complying with "Specifications for Turfgrass Sod Materials" in TPI's "Guideline Specifications to Turfgrass Sodding." Furnish viable sod of uniform density, color, and texture that is strongly rooted and capable of vigorous growth and development when planted.

B. Turfgrass Species, Warm-Season Grass: Bermudagrass (Cynodon dactylon)

2.3 FERTILIZERS

A. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:

1. Composition:
   a. Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.
   b. Prior to fertilization, soil pH must be determined by a qualified soil-testing laboratory. Optimal pH achieved prior to fertilization should be 6.2-6.8.

2.4 MULCHES

A. Straw Mulch: Provide air-dry, clean, mildew- and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.

B. Fiber Mulch: Biodegradable, dyed-wood, cellulose-fiber mulch; nontoxic and free

of plant- growth or germination inhibitors; with a maximum moisture content of 15 percent and a pH range of 4.5 to 6.5.

C. Nonasphaltic Tackifier: Colloidal tackifier recommended by fiber-mulch manufacturer for slurry application; nontoxic and free of plant-growth or germination inhibitors.

2.5 PESTICIDES

A. General: Pesticide, registered and approved by the EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.

B. Pre-Emergent Herbicide (Selective and Nonselective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer.

C. Post-Emergent Herbicide (Selective and Nonselective): Effective for controlling weed growth that has already germinated.

D. Sand: Sound, sharp, washed, natural sand or crushed stone complying with gradation requirements in ASTM C33/C33M for fine aggregate.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas to be planted for compliance with requirements and other conditions affecting installation and performance of the Work.

1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
2. Suspend planting operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
3. Uniformly moisten excessively dry soil that is not workable or which is dusty.
4. Verify that all rocks, roots, and all other natural debris larger than 1” in diameter is removed from the top 2” of planting soil prior to planting operations. All un- natural debris must be removed completely prior to planting operations.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Architect and replace with new planting soil.

3.2 PREPARATION

A. Protect structures; utilities; sidewalks; pavements; and other facilities, trees, shrubs, and plantings from damage caused by planting operations.

1. Protect adjacent and adjoining areas from hydroseeding and hydromulching overspray.
2. Protect grade stakes set by others until directed to remove them.

B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.3 TURF AREA PREPARATION

A. General: Prepare planting area for soil placement.

B. Placing Planting Soil: Place planting soil over exposed subgrade.

1. Reduce elevation of planting soil to allow for soil thickness of sod.

C. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

D. Before planting, obtain Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.4 SEEDING

A. Sow seed with spreader or seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph.

1. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.
2. Do not use wet seed or seed that is moldy or otherwise damaged.
3. Do not seed against existing trees. Limit extent of seed to outside edge

of planting saucer.

B. Sow seed at a total rate of 2 lb/1000 sq. ft.

C. Rake seed lightly into top 1/8 inch of soil, roll lightly, and water with fine spray.

D. Protect seeded areas with erosion-control mats where indicated on Drawings; install and anchor according to manufacturer's written instructions.

E. Protect seeded areas with slopes not exceeding 1:6 by spreading straw mulch. Spread uniformly at a minimum rate of 2 tons/acre to form a continuous blanket 1-1/2 inches in loose thickness over seeded areas. Spread by hand, blower, or other suitable equipment.

1. Anchor straw mulch by crimping into soil with suitable mechanical equipment.

3.5 HYDROSEEDING

A. Hydroseeding: Mix specified seed, commercial fertilizer and fiber mulch in water, using equipment specifically designed for hydroseed application. Continue mixing until uniformly blended into homogeneous slurry suitable for hydraulic application.

1. Mix slurry with fiber-mulch manufacturer's recommended tackifier.
2. Spray-apply slurry uniformly to all areas to be seeded in a one-step process. Apply slurry at a rate so that mulch component is deposited at not less than 1500-l b/acre

   dry weight, and seed component is deposited at not less than the specified seed- sowing rate.
3. Spray-apply slurry uniformly to all areas to be seeded in a two-step process. Apply first slurry coat at a rate so that mulch component is deposited at not less

3.6 SODDING

A. Lay sod within 24 hours of harvesting. Do not lay sod if dormant or if ground is frozen or muddy.

B. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod; do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to soil or sod during installation. Tamp and roll lightly to ensure contact with soil, eliminate air pockets, and form a smooth surface. Work sifted soil or fine sand into minor cracks between pieces of sod; remove excess to avoid smothering sod and adjacent grass.

C. Saturate sod with fine water spray within two hours of planting. During first week after planting, water daily or more frequently as necessary to maintain moist soil to a minimum depth of 1-1/2 inches below sod.

3.7 TURF MAINTENANCE

A. General: Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.

1. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and turf damaged or lost in areas of subsidence.
2. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch and anchor as required to prevent displacement.
3. Apply treatments as required to keep turf and soil free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards.

B. Watering: Install and maintain temporary piping, hoses, and turf-watering equipment to convey water from sources and to keep turf uniformly moist to a depth of 4 inches.

1. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.
2. Water turf with fine spray at a minimum rate of 1 inch per week unless rainfall precipitation is adequate.

C. Mow turf as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than one-third of grass height. Remove no more than one-third of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain the following grass height:
1. Mow **b**ermudagrass to a height of 1/2 to 1 inch.

D. Turf Postfertilization: Apply commercial fertilizer after initial mowing and when grass is dry.

1. Use fertilizer that provides actual nitrogen of at least 1 lb/1000 sq. ft. to turf area.

3.8 SATISFACTORY TURF

A. Turf installations shall meet the following criteria as determined by Architect:

1. Satisfactory Seeded Turf: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. and bare spots not exceeding 5 by 5 inches .
2. Satisfactory Sodded Turf: At end of maintenance period, a healthy, well-rooted, even-colored, viable turf has been established, free of weeds, open joints, bare areas, and surface irregularities.

B. Use specified materials to reestablish turf that does not comply with requirements, and continue maintenance until turf is satisfactory.

3.9 PESTICIDE APPLICATION

A. Apply pesticides and other chemical products and biological control agents according to requirements of authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.

B. Post-Emergent Herbicides (Selective and Nonselective): Apply only as necessary to treat already-germinated weeds and according to manufacturer's written recommendations.

3.10 CLEANUP AND PROTECTION

A. Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.

B. Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of them off Owner's property.

C. Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after plantings are established.

D. Remove nondegradable erosion-control measures after grass establishment period.

3.11 MAINTENANCE SERVICE

A. Turf Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in "Turf Maintenance" Article. Begin maintenance immediately after each area is planted and continue until acceptable turf is established, but for not less than the following periods:

1. Seeded Turf: 90 days from date of planting completion.

    a. When initial maintenance period has not elapsed before end of planting season, or if turf is not fully established, continue maintenance during next planting season.

2. Sodded Turf: 60 days from date of planting completion.

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

A. Provide labor, materials and equipment, tools, and incidentals to establish grass as shown on the Drawings and in all those areas where construction has disturbed, damaged, or destroyed the ground cover.

1.2 DEFINITIONS

A. Finish Grade: Elevation of finished surface of planting soil.

B. Manufactured Soil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.

C. Planting Soil: Native or imported topsoil, manufactured topsoil, or surface soil modified to become topsoil; mixed with soil amendments.

D. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill immediately beneath planting soil.

1.3 SUBMITTALS

A. Seeding conformance to the most recent requirements of the Department of Transportation, State of Georgia Standard Specifications, Section 700.

B. Submit in accordance with Section 01 33 00 – Submittal Procedures.

C. Product Data: For each type of product indicated.

D. Certification of Grass Seed: From seed vendor for each grass-seed monostand or mixture stating the botanical and common name and percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.

E. Planting Schedule: Indicating anticipated planting dates for each type of planting.

F. Maintenance Instructions: Recommended procedures to be established by Owner for maintenance of lawns during a calendar year. Submit before expiration of required maintenance periods.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Seed: Deliver seed in original sealed, labeled, and undamaged containers.

B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit.

1.5 MAINTENANCE

A. Begin maintenance immediately after each area is planted and continue until the acceptable lawn is established, but for not less than the following periods:

1. Seeded Lawns: 60 days after the date of Substantial Completion.

a. When full maintenance period has not elapsed before the end of planting season, or if lawn is not fully established, continue maintenance during next planting season.

PART 2 - PRODUCTS

2.1 SEED MIXTURES (PLANTING ZONE 3)

A. Temporary Grassing:

Schedule No.	Common Name of Seed	Lbs./Acre	Planting Dates
1	Brown Top Millet	50	April 1 - July 15
2	Rye Grass	40	September 1- February 28
3	Rye Grass Annual Lespedeza	28 24	February 1- March 1

B. Permanent Grassing:

Schedule No.	Common Name of Seed	Lbs./Acre	Planting Dates
1	Bermuda Common (hulled) Bermuda (unhulled) Bahaia Grass	10 10 10	April 10 - October 15
2	Rye Grass Millet Cereal Grass	50	September 1- April 15

2.2 SOIL MATERIALS

A. Topsoil:

1. Excavated and reused topsoil material generally occurring from the top of the ground to a depth of 6 to 18 inches.
2. Free of roots, rocks larger than 1/2-inch, subsoil, debris, large weeds, and foreign matter.

2.3 MULCHES

A. Straw Mulch: Use straw or hay mulch according to Subsection 700.3.05.G. of the Department of Transportation, State of Georgia Standard Specifications.

B. Fiber Mulch: Use wood fiber mulch in hydroseeding according to Subsection 700.3.05.F.1. of the Department of Transportation, State of Georgia Standard Specifications.

2.4 LIME

A. Agricultural lime rates will be based on a laboratory soil test report. The Contractor is responsible for ensuring the tests are performed by an approved laboratory. Provide a copy of test results to the Engineer. Refer to Section 882 of the Department of Transportation, State of Georgia Standard Specifications, Lime and GSP 18 of the Sampling and Testing Inspection manual for additional information on rates, use, handling, and sampling procedures.

2.5 ACCESSORIES

A. Fertilizer: Fertilizer analysis and rates will be based on a laboratory soil test report. The Contractor is responsible for ensuring the tests are performed by an approved laboratory. Provide a copy of test results to the Engineer. Refer to Section 891 of the Department of Transportation, State of Georgia Standard Specifications, Fertilizer and GSP 18 of the Sampling and Testing Inspection manual for additional information on rates, use, handling, and sampling procedures.

B. Water: Obtain the water for grassing from an approved source. Use water free of harmful chemicals, acids, alkalis, and other substances that may harm plant growth or emit odors. Do not use salt or brackish water.

C. Stakes: Softwood lumber, chisel pointed.

D. String: Inorganic fiber.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas to receive lawns and grass for compliance with requirements and other conditions affecting performance. Proceed with installation only after unsatisfactory conditions have been corrected.

B. Perform one soil test for every 3 acres of area to be grassed. Follow general recommendations of soil test for turf grass establishment. Provide a copy of the soil test results to the Engineer with grassing submittal.

3.2 PREPARATION

A. Newly Graded Subgrades: Loosen subgrades to a minimum depth of 6 inches. Remove stones larger than 1 inch in dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.

B. Liming and Fertilizing:

1. Agricultural Lime: Uniformly spread agricultural lime on the ground at the approximate rate determined by the laboratory soil test. Agricultural Lime may be used as filler material in mixed grade fertilizer in lieu of inert material. The use of agricultural lime as filler material is to be shown on the fertilizer bag or invoice from the supplier. Do not deduct any amount of fertilizer when lime is used as filler.

2. Fertilizer Mixed Grade: Uniformly spread the fertilizer selected according to Subsection 700.2.D of the Department of Transportation, State of Georgia Standard Specifications over the ground or by use of hydroseeding.

3. Mixing: Before proceeding, uniformly work the lime and fertilizer into the top 4 in. (100 mm) of soil using harrows, rotary tillers, or other equipment acceptable to the Engineer. On cut slopes steeper than 3:1, other than serrated slopes, reduce the mixing depth to the maximum practical depth as determined by the Engineer.

C. Finish Grading: After fertilizing, grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2-inch of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit fine grading to areas that can be planted in the immediate future.

D. Moisten prepared areas before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

E. Restore areas if eroded or otherwise disturbed after finish grading and before planting.

3.3 SEEDING

A. Apply seed at a rate consistent with Schedule 1 or 2, paragraph 2.1.A, evenly in two intersecting directions. Sow seed with spreader or seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph. Rake in lightly.

B. In March or April of the year following planting and as soon as the weather is suitable, replace all areas of temporary grass with permanent grass by plowing or overseeding using the no-till method. If the no-till method is used, ensure that temporary grass is less than 3 inches in height (this may be achieved by mowing). Additional mulch will be required only if the temporary grass does not provide adequate mulch to meet the requirements of Subsection 700.3.05.G, Mulching of the Department of Transportation, State of Georgia Standard Specifications.

C. Do not seed areas in excess of that which can be mulched on same day.

D. Do not sow immediately following rain, when the ground is too dry, or during windy periods.

E. Roll seeded area with roller not exceeding 112 pounds.

F. Immediately following seeding and compacting, apply mulch to a thickness of 1-1/2 inches. Maintain clear of shrubs and trees. Spread by hand, blower, or other suitable equipment.

1. Anchor straw mulch by crimping into topsoil with suitable mechanical equipment.
2. Bond straw mulch by spraying with asphalt emulsion at the rate of 10 to 13 gallons per 1,000 square feet. Take precautions to prevent damage or staining of structures or other plantings adjacent to mulched areas. Immediately clean damaged or stained areas.

G. Apply water with a fine spray immediately after each area has been mulched. Saturate to 4 inches of soil.

3.4 HYDROSEEDING

A. Hydroseeding may be used on any grassing area. Under this method, spread the seed, fertilizer, and wood fiber mulch in the form of a slurry. Seeds of all sizes may be mixed. Apply hydroseeding as follows:

1. Use wood fiber mulch as a metering agent and seed bed regardless of which mulching method is chosen. Apply wood fiber mulch at approximately 500 lbs./acre (560 kg/ha).
2. Prepare the ground for hydroseeding as for conventional seeding in Subsection 700.3.05.A of the Department of Transportation, State of Georgia Standard

Specifications.

3. Use specially designed equipment to mix and apply the slurry uniformly over the entire seeding area.
4. Agitate the slurry mixture during application.
5. Discharge slurry within one hour after being combined in the hydroseeder. Do not hydroseed when winds prevent an even application.
6. Closely follow the equipment manufacturer's directions unless the Engineer modifies the application methods.
7. Mulch the entire hydroseeded area according to Subsection 700.3.05.F.1 and Subsection 700.3.05.G of the Department of Transportation, State of Georgia Standard Specifications.

3.5 SOD

A. Furnish and install sod in all areas shown on the plans or designated by the Engineer.

B. Kinds of Sod: Use only Common Bermudagrass (Cyndon dactylon) or one of the following Bermudagrass varieties:

1. Tifway 419
2. Tifway II
3. Tift 94
4. Tifton 10
5. Midlawn
6. Midiron
7. GN-1
8. Vamont
9. No dwarf Bermuda types shall be used. Sod shall be nursery-grown and be accompanied with a Georgia
10. Department of Agriculture Live Plant License Certificate or Stamp. Sod shall consist of live, dense, well-rooted material free of weeds and insects as described by the Georgia Live Plant Act.

C. Type and Size of Sod: Furnish either big roll or block sod. Ensure that big roll sod is a minimum of 21 in. wide by 52 ft. long. Minimum dimensions for block sod are 12 in. wide by 22 in. long. Ensure all sod consists of a uniform soil thickness of not less than 1 in.

D. Ground Preparation: Excavate the ground deep enough and prepare it according to Subsection 700.3.05.A of the Department of Transportation, State of Georgia Standard Specifications to allow placing of sod. Spread soil, meeting the requirements of Subsection 893.2.01 of the Department of Transportation, State of Georgia Standard Specifications, on prepared area to a depth of 4 in.

E. Install Sod as follows:

1. Place sod by hand or by mechanical means so that joints are tightly abutted with no overlaps or gaps. Use soil to fill cracks between sod pieces, but do not smother the grass.
2. Stake sod placed in ditches or slopes steeper than 2:1 or any other areas where sod slipping can occur.
3. Use wood stakes that are at least 8 in (200 mm) in length and not more than 1 in (25 mm) wide.
4. Drive the stakes flush with the top of the sod. Use a minimum of 8 stakes per square yard (meter) to hold sod in place.
5. Once sod is placed and staked as necessary, tamp or roll it using adequate equipment to provide good contact with soil.
6. Use caution to prevent tearing or displacement of sod during this process. Leave the finished surface of sodded areas smooth and uniform.

F. Watering Sod: After the sod has been placed and rolled or tamped, water it to promote satisfactory growth. Additional watering will be needed in the absence of rainfall and during the hot dry summer months. Water may be applied by Hydro Seeder, Water Truck or by other means approved by the Engineer.

G. Dormant Sod: Dormant Bermuda grass sod can be installed. However, assume responsibility for all sod through establishment and until final acceptance.

3.6 SEED PROTECTION

A. Identify seeded areas with stakes and string around area periphery. Set string height to 6 inches. Space stakes at 48 inches.

B. Cover seeded slopes where grade is steeper than 3:1 with erosion fabric. Roll fabric onto slopes without stretching or pulling.

C. Lay fabric smoothly on surface, bury top end of each section in 6-inch-deep excavated topsoil trench. Provide 12-inch overlap of adjacent rolls. Backfill trench and rake smooth, level with adjacent soil.

D. Secure outside edges and overlaps at 36-inch intervals with stakes.

E. Lightly dress slopes with topsoil to ensure close contact between fabric and soil.

3.7 CLEANUP AND PROTECTION

A. Promptly remove soil and debris created by lawn work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.

B. Erect and maintain barricades and warning signs during maintenance period as required to protect newly planted areas from traffic. Remove after lawn is established.

C. Remove erosion-control measures after grass establishment period.

D. Maintain the planted areas in a satisfactory condition until final acceptance of the project. Perform necessary watering, filling, leveling, and repairing of any washed or eroded areas to maintain and protect grades as established.

E. Assume responsibility for permanently establishing grass cover over the entire site. Implement suitable measures as necessary to maintain and protect grades as established.

Work will receive final acceptance when the permanent stand of grass is established, and erosion/washing is completely checked to the satisfaction of the Engineer.

3.8 MAINTENANCE

A. Mow grass at regular intervals to maintain at a maximum height of 2-1/2 inches. Do not cut more than 1/3 of grass blade at any one mowing.

B. Immediately remove clippings after mowing and trimming.

C. **Water to prevent grass and soil from drying out**. The contractor is responsible for watering as needed in the event rainfall is inadequate.

D. Roll surface to remove minor depressions or irregularities.

E. Control growth of weeds. Apply herbicides in accordance with manufacturer's instructions. Remediate damage resulting from improper use of herbicides.

F. The Engineer may require replanting of an area that shows unsatisfactory growth for any reason at any time. Immediately reseed areas which show bare spots.

END OF SECTION

1.1 SUMMARY

A. Section Includes:

1. Plant materials.
2. Fertilizers.
3. Mulches.
4. Herbicides and pesticides.
5. Tree-stabilization materials.
6. Tree-watering devices.

B. Related Requirements:

1. Section 329200 "Turf and Grasses" for turf (lawn) and meadow planting, hydroseeding, and erosion-control materials.

1.2 COORDINATION

A. Coordination with Turf Areas (Lawns): Plant trees, shrubs, and other plants after finish grades are established and before planting turf areas unless otherwise indicated.

1. When planting trees, shrubs, and other plants after planting turf areas, protect turf areas, and promptly repair damage caused by planting operations.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project Site.

1. Ensure site contractor and landscape contractor are represented and coordinate their work and finished grading responsibilities and site preparation responsibilities prior to landscaping.

1.4 ACTION SUBMITTALS

A. Product Data:

1. Plant materials.
2. Fertilizers.
3. Mulches.
4. Tree-stabilization materials.
5. Landscape edgings.
6. Tree-watering devices.

B. Product Data Submittals: For each product.

1. Plant Materials: Include quantities, sizes, quality, and verified sources for plant materials.

C. Samples for Verification: Actual sample of finished products for each of the following:

1. Organic Mulch: 1-pint volume of each organic mulch required; typical of the lot of material to be furnished, in sealed plastic bags labeled with composition of materials by percentage of weight and source of mulch. Provide an accurate representation of color, texture, and organic makeup.
2. Proprietary Root-Ball-Stabilization Device: One unit.
3. Slow-Release, Tree-Watering Device: One unit of each size required.

1.5 INFORMATIONAL SUBMITTALS

A. Field Quality-Control Reports: Percolation tests for tree pits. Include the following:

1. Tree identification number matching the plans.
2. Date of test.
3. Time when water was added to tree pit to start percolation test.
4. Time with photo documentation showing increments of testing with water level in tree pit.
5. Identification of tester.

B. Qualification Statements: For landscape Installer. Include list of similar projects completed by Installer demonstrating Installer's capabilities and experience. Include project names, addresses, and year completed, and include names and addresses of owners' contact persons.

C. Product Certificates: For each type of manufactured product, from manufacturer, and complying with manufacturer's certified analysis of standard products.

D. Pesticides and Herbicides: Product label and manufacturer's written application instructions specific to Project.

E. Sample Warranty: For special warranty.

1.6 CLOSEOUT SUBMITTALS

A. Maintenance Data: Recommended procedures to be established by Owner for maintenance of plants during a calendar year. Submit before expiration of required maintenance periods.

1.7 QUALITY ASSURANCE

A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful establishment of plants.

1. Experience: Minimum **10** years' experience in landscape installation in addition to requirements in Section 014000 "Quality Requirements."
2. Installer's Field Supervision: Maintain an experienced full-time supervisor on Project site when work is in progress.

3. Pesticide Applicator: State licensed, commercial.

B. Provide quality, size, genus, species, and variety of plants indicated, complying with applicable requirements in ANSI Z60.1.

C. Measurements: Measure in accordance with ANSI Z60.1. Do not prune to obtain required sizes.

1. Trees and Shrubs: Measure with branches and trunks or canes in their normal position. Take height measurements from or near the top of the root flare for field- grown stock and container-grown stock. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip to tip. Take caliper measurements 6 inches above the root flare for trees up to 4-inch caliper size, and 12 inches above the root flare for larger sizes.
2. Other Plants: Measure with stems, petioles, and foliage in their normal position.

D. Plant Material Observation: Architect may observe plant material either at place of growth or at site before planting for compliance with requirements for genus, species, variety, cultivar, size, and quality. Architect may also observe trees and shrubs further for size and condition of balls and root systems, pests, disease symptoms, injuries, and latent defects and may reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from Project site.

1. Notify Architect of sources of planting materials ten days in advance of delivery to site.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws if applicable.

B. Bulk Materials:

1. Do not dump or store bulk materials near structures, utilities, or walkways and pavements; or on existing turf areas or plants.
2. Provide erosion-control measures to prevent erosion or displacement of bulk materials; discharge of soil-bearing water runoff; and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
3. Accompany each delivery of bulk materials with appropriate certificates.

C. Do not prune trees and shrubs before delivery. Protect bark, branches, and root systems from sun scald, drying, wind burn, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of plants during shipping and delivery. Do not drop plants during delivery and handling.

D. Handle planting stock by root ball.

E. Wrap trees and shrubs with burlap fabric over trunks, branches, stems, twigs, and foliage to protect from wind and other damage during digging, handling, and transportation.

F. Deliver plants after preparations for planting have been completed, and install immediately. If planting is delayed more than six hours after delivery, set plants and trees in their appropriate aspect (sun, filtered sun, or shade), protect from weather and mechanical damage, and keep roots moist.

1. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.
2. Do not remove container-grown stock from containers before time of planting.
3. Water root systems of plants stored on-site deeply and thoroughly with a fine-mist spray. Water as often as necessary to maintain root systems in a moist, but not overly wet condition.

1.9 FIELD CONDITIONS

A. Field Measurements: Verify actual grade elevations, service and utility locations, irrigation system components, and dimensions of plantings and construction contiguous with new plantings by field measurements before proceeding with planting work.

B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions in accordance with manufacturer's written instructions and warranty requirements.

1.10 WARRANTY

A. Special Warranty: Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period.

1. Failures include, but are not limited to, the following:

   a. Death and unsatisfactory growth, except for defects resulting from abuse, lack of adequate maintenance, or neglect by Owner.
   b. Structural failures, including plantings falling or blowing over.
   c. Faulty performance of tree stabilization.
   d. Deterioration of metals, metal finishes, and other materials beyond normal weathering.

2. Warranty Periods: From date of planting completion.

   a. Trees and shrubs: 12 months.

3. Include the following remedial actions as a minimum:

   a. Immediately remove dead plants and replace unless required to plant in the succeeding planting season.
   b. Replace plants that are more than 25 percent dead or in an unhealthy condition at end of warranty period.
   c. A limit of one replacement of each plant is required except for losses or replacements due to failure to comply with requirements.
   d. Provide extended warranty for period equal to original warranty period, for replaced plant material.

PART 2 - PRODUCTS

2.1 PLANT MATERIALS

A. General: Furnish nursery-grown plants true to genus, species, variety, cultivar, stem form, shearing, and other features indicated in Plant List, Plant Schedule, or Plant Legend indicated on Drawings and complying with ANSI Z60.1; and with healthy root systems

B. developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock, densely foliated when in leaf and free of disease, pests, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.

1. Trees with damaged, crooked, or multiple leaders; with tight vertical branches where bark is squeezed between two branches or between branch and trunk ("included bark"); with crossing trunks; with cut-off limbs more than 3/4 inch in diameter; or with stem girdling roots are unacceptable.

2. Collected Stock: Do not use plants harvested from the wild, from native stands, from an established landscape planting, or not grown in a nursery unless otherwise indicated.

C. Provide plants of sizes, grades, and ball or container sizes complying with ANSI Z60.1 for types and form of plants required. Plants of a larger size may be used if acceptable to Architect, with a proportionate increase in size of roots or balls.

D. Root-Ball Depth: Furnish trees and shrubs with root balls measured from top of root ball, which begins at root flare in accordance with ANSI Z60.1.

2.2 FERTILIZERS

A. Granular Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:

1. Composition:

a. Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.
b. Prior to fertilization, soil pH must be determined by a qualified soil-testing laboratory. Optimal pH achieved prior to fertilization should be 6.2-6.8.

2.3 MULCHES

A. Organic Mulch: Free from deleterious materials and suitable as a top dressing of trees and shrubs, consisting of one of the following:

1. Type: Shredded hardwood and Long Leaf Pine Straw.
2. Color: Natural.

2.4 HERBICIDES AND PESTICIDES

A. Pre-Emergent Herbicide (Selective and Nonselective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer.

B. Post-Emergent Herbicide (Selective and Nonselective): Effective for controlling weed growth that has already germinated.

C. Pesticides: Registered and approved by the EPA, acceptable to authorities having jurisdiction, and of type recommended in writing by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.

2.5 TREE-STABILIZATION MATERIALS

A. Trunk-Stabilization Materials:

1. Upright and Guy Stakes: Rough-sawn, sound, new softwood with specified wood pressure-preservative treatment, free of knots, holes, cross grain, and other defects, 2-by-2-inch nominal by length indicated, pointed at one end.
2. Wood Deadmen: Timbers measuring 8 inches in diameter and 48 inches long, treated with specified wood pressure-preservative treatment.
3. Flexible Ties: Wide rubber or elastic bands or straps of length required to reach stakes or turnbuckles.
4. Guys and Tie Wires: ASTM A641/A641M, Class 1, galvanized-steel wire, two-strand, twisted, 0.106 inch in diameter.
5. Tree-Tie Webbing: UV-resistant polypropylene or nylon webbing with brass grommets.
6. Guy Cables: Five-strand, 3/16-inch- diameter, galvanized-steel cable, with zinc- coated turnbuckles a minimum of 3 inches long, with two 3/8-inch galvanized eyebolts.

2.6 TREE-WATERING DEVICES

A. Slow-Release Watering Device: Standard product manufactured for drip irrigation of plants and emptying its water contents over an extended period up to 3 weeks manufactured from UV-light-stabilized nylon-reinforced polyethylene sheet, PVC, or HDPE plastic.

1. Color: Green.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas to receive plants, with Installer present, for compliance with requirements and conditions affecting installation and performance of the Work.

1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
2. Verify that plants and vehicles loaded with plants can travel to planting locations with adequate overhead clearance.
3. Suspend planting operations during periods of excessive soil moisture until moisture content reaches acceptable levels to attain required results.
4. Uniformly moisten excessively dry soil that is not workable or which is dusty.

B. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove soil and contamination as directed by Architect and replace with new planting soil.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities and turf areas and existing plants from damage caused by planting operations.

B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

C. Lay out plants at locations directed by Architect. Stake locations of individual trees and shrubs and outline areas for multiple plantings.

3.3 PLANTING AREA ESTABLISHMENT

A. General: Prepare planting area for soil placement.

B. Placing Planting Soil: Place manufactured planting soil over exposed subgrade.

C. Before planting, obtain Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

1. Excavate planting pits with sides sloping inward at a 45-degree angle. Excavations with vertical sides are unacceptable. Trim perimeter of bottom leaving center area of bottom raised slightly to support root ball and assist in drainage away from center. Do not further disturb base. Ensure that root ball will sit on undisturbed base soil to prevent settling. Scarify sides of planting pit smeared or smoothed during excavation.
2. Excavate approximately three times as wide as ball diameter for balled and burlapped, potted and container grown stock.
3. Do not excavate deeper than depth of root ball, measured from the root flare to the bottom of root ball.
4. If area under the plant was initially dug too deep, add soil to raise it to correct level and thoroughly tamp the added soil to prevent settling.
5. Maintain angles of repose of adjacent materials to ensure stability. Do not excavate subgrades of adjacent paving, structures, hardscapes, or other new or existing improvements.
6. Maintain supervision of excavations during working hours.
7. Keep excavations covered or otherwise protected when unattended by Installer's personnel.

D. Backfill Soil: Subsoil and topsoil removed from excavations may be used as backfill soil unless otherwise indicated.

E. Obstructions: Notify Architect if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.

F. Drainage: Notify Architect if subsoil conditions evidence unexpected water seepage or retention in tree or shrub planting pits.

G. Fill excavations with water and allow to percolate away before positioning trees and shrubs.

3.4 TREE, SHRUB, AND VINE PLANTING

A. Inspection: At time of planting, verify that root flare is visible at top of root ball in accordance with ANSI Z60.1. If root flare is not visible, remove soil in a level manner from root ball to where the top-most root emerges from the trunk. After soil removal to expose root flare, verify that root ball still meets size requirements.

B. Roots: Remove stem girdling roots and kinked roots. Remove injured roots by cutting cleanly; do not break.

C. Balled and Burlapped Stock: Set each plant plumb and in center of planting pit or trench with

root flare 1 inch adjacent finish grades.

1. Backfill: Planting soil. For trees, use excavated soil for backfill. Supplement with imported screened planting soil if existing native excavated material is not appropriate.
2. After placing some backfill around root ball to stabilize plant, carefully cut and remove burlap, rope, and wire baskets from tops of root balls and from sides, but do not remove from under root balls. Remove pallets, if any, before setting. Do not use planting stock if root ball is cracked or broken before or during planting operation.
3. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
4. Distribute granular fertilizer around each planting pit when pit is approximately one-half filled. Do not place in bottom of the hole.

    a. Quantity: Two per plant.

5. Continue backfilling process. Water again after placing and tamping final layer of soil.

D. Balled and Potted and Container-Grown Stock: Set each plant plumb and in center of planting pit or trench with root flare 1 inch above adjacent finish grades.

E. Slopes: When planting on slopes, set the plant so the root flare on the uphill side is flush with the surrounding soil on the slope; the edge of root ball on the downhill side will be above the surrounding soil. Apply enough soil to cover the downhill side of root ball.

3.5 TREE, SHRUB, AND VINE PRUNING

A. Remove only dead, dying, or broken branches. Do not prune for shape.

B. Prune, thin, and shape trees, shrubs, and vines in accordance with standard professional horticultural and arboricultural practices. Unless otherwise indicated by Architect, do not cut tree leaders; remove only injured, dying, or dead branches from trees and shrubs; and prune to retain natural character.

C. Do not apply pruning paint to wounds.

3.6 INSTALLATION OF TREE-STABILIZATION MATERIALS

A. Trunk Stabilization by Upright Staking and Tying: Install trunk stabilization as follows unless otherwise indicated:

1. Upright Staking and Tying:

    a. Stake trees of 2- through 5-inch caliper. Stake trees of less than 2-inch caliper only as required to prevent wind tip out. Use a minimum of two stakes of length required to penetrate at least 18 inches below bottom of backfilled excavation and to extend one-third of trunk height above grade. Set vertical stakes and space to avoid penetrating root balls or root masses.

2. Site-Fabricated, Staking-and-Guying Method: Install no fewer than three guys spaced equally around tree.

    a. Securely attach guys to stakes 30 inches long, driven to grade. Adjust spacing to avoid penetrating root balls or root masses. Provide turnbuckle for each guy wire and tighten securely.
    b. Support trees with bands of flexible ties at contact points with tree trunk and reaching to turnbuckle. Allow enough slack to avoid rigid restraint of tree.

3.7 INSTALLATION OF MULCHES

A. Mulch backfilled surfaces of planting areas and other areas indicated.

1. Trees and Treelike Shrubs in Turf Areas: Apply organic mulch ring of 3-inch average thickness, with 3 foot radius around trunks or stems. Do not create a mulch cone or place mulch within 6 inches of trunks or stems.
2. Organic Mulch in Planting Areas: Apply 3-inch average thickness of organic mulch **over** whole surface of planting area, and finish level with adjacent finish grades. Do not place mulch within 6 inches of trunks or stems.

3.8 INSTALLATION OF TREE-WATERING DEVICES

A. Provide one device for each tree.

B. Place device on top of the mulch at base of tree stem and fill with water in accordance with manufacturer's written instructions.

3.9 APPLICATION OF HERBICIDES AND PESTICIDES

A. Pre-Emergent Herbicides (Selective and Nonselective): Apply to tree, shrub, and ground- cover areas in accordance with manufacturer's written instructions. Do not apply to seeded areas.

B. Post-Emergent Herbicides (Selective and Nonselective): Apply only as necessary to treat already-germinated weeds and in accordance with manufacturer's written instructions.

C. Apply pesticides and other chemical products and biological control agents according to authorities having jurisdiction and in accordance with manufacturer's written instructions. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.

3.10 PLANT MAINTENANCE

A. Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, mulching, restoring planting saucers, adjusting and repairing tree-stabilization devices, resetting to proper grades or vertical position, and performing other operations as required to establish healthy, viable plantings.

B. Fill in, as necessary, soil subsidence that may occur because of settling or other processes. Replace mulch materials damaged or lost in areas of subsidence.

C. Apply treatments as required to keep plant materials, planted areas, and soils free of pests and pathogens or disease. Use integrated pest management practices when possible to

minimize use of pesticides and reduce hazards. Treatments include physical controls such as hosing off foliage, mechanical controls such as traps, and biological control agents.

3.11 REPAIR AND REPLACEMENT

A. Repair or replace existing or new trees and other plants that are damaged by construction operations, in a manner approved by Architect.

1. Submit details of proposed pruning and repairs.
2. Perform repairs of damaged trunks, branches, and roots within 24 hours, if approved.
3. Replace trees and other plants that cannot be repaired and restored to full-growth status, as determined by Architect.

3.12 CLEANING AND PROTECTION

A. During planting, keep adjacent paving and construction clean and work area in an orderly condition. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.

B. Remove surplus soil and waste material including excess subsoil, unsuitable soil, trash, and debris and legally dispose of them off Owner's property.

C. Protect plants from damage due to landscape operations and operations of other contractors and trades. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.

D. After installation and before Substantial Completion, remove nursery tags, nursery stakes, tie tape, labels, wire, burlap, and other debris from plant material, planting areas, and Project site.

E. At time of Substantial Completion, verify that tree-watering devices are in good working order and leave them in place. Replace improperly functioning devices.

END OF SECTION

1.1 SUMMARY

A. Provide all labor, materials, equipment, tools, and incidentals for complete buried valves, appurtenances and related accessories as shown on the Drawings and specified herein. Accessories include, but are not limited to valves, valve boxes, wrenches, extensions, handles, and operators.

1.2 SUBMITTALS

A. Submit in accordance with Section 01 33 00 – Submittal Procedures.

B. Shop drawings:

1. Dimensions.
2. Size.
3. Materials of construction.
4. Weight.
5. Coatings.

C. Quality Control Submittals:

1. Manufacturer Certificate:

a. Prior to shipment of valves and accessories, submit an affidavit of compliance from the manufacturer stating that the valves for this Project have been manufactured and tested in accordance with ANSI/AWWA, ASTM standards and meet NSF-61 approval for use with potable water.

2. Test Reports:

a. Three (3) copies of all certified shop test results specified herein.

D. Contract Closeout Submittals:

1. Submit complete operation and maintenance manuals including copies of all approved Shop Drawings and warranty information.

1.3 QUALITY ASSURANCE

A. Provide valves and appurtenances under this Section which are standard products in regular production by manufacturers whose products have proven reliable in similar service for at least five (5) years. If necessary, require the manufacturer to provide evidence of installations in satisfactory operation.

B. Provide all similar items specified under this Section from a single manufacturer. The proper functioning of the items as furnished is the sole responsibility of the

manufacturer.

C. Shop test all valves in accordance with applicable AWWA standards for each type and class of valve.

1.4 DELIVERY, STORAGE AND HANDLING

A. Do not ship materials until Shop Drawings are approved by Engineer in writing.

B. Do not disassemble factory assembled parts and components for shipment unless permission is received in writing from the Engineer.

C. Protect threads and seats from corrosion and damage.

D. Protect rising stems and exposed stems with protective oil film and maintain until time of use.

E. Furnish covers for all openings.

F. Store all valves in covered storage off the ground.

G. Properly protect all finished iron surfaces not painted to prevent rust and corrosion.

H. Properly handle and store all materials so that no damage or deterioration will occur during shipment or prolonged delay from the time of shipment until installation is completed and ready for operation.

I. Materials damaged during shipping, storage or installation will not be accepted.

1.5 WARRANTY

A. Provide Contractor's and manufacturer's warranties for all materials supplied under this Section.

B. Provide materials that are warranted to be free from defects in workmanship, design, and materials. If any part of the materials should fail during the warranty period, replace and restore the unit(s) at no additional expense to the Owner.

C. Ensure that the Manufacturer's warranty period runs concurrently with the Contractor's warranty period. No exception to this provision will be allowed.

D. Warranty Period: One (1) year, unless otherwise specified. Begin warranty period as outlined in the General Conditions and Division 1.

PART 2 - PRODUCTS

2.1 GATE VALVES

All valves, hydrants and accessories furnished by the Contractor for incorporation into the work shall be new, unused, and of the type specified herein. Valves and hydrants for buried service shall be furnished with mechanical joint connections. Each valve shall have the identifying mark of the manufacturer, year of manufacture and pressure rating cast on the body. All valves shall be gate valves, shall be opened by turning counterclockwise and shall have an arrow cast into the metal of the operating nut or on the handle or wheel to indicate direction of opening. **ALL valves shall be furnished by a single manufacturer.**

A. Manufacturers:

1. Mueller
2. American Flow Control
3. Or approved equal.

B. All gate valves shall be of the resilient seat type designed for a minimum working pressure of 250 psi. Valves > 16" shall be fitted with gear operators. Underground valves shall have restrained mechanical joint ends to match the piping in which they are installed. Valves > 24" shall be horizontal installations and shall have a flushing port built to clean away debris from valve seat. Exposed valves shall be flanged. Gate valves shall have a clear waterway equal to the full normal diameter of the pipe. Prior to shipment from the factory, each valve shall be tested by hydraulic pressure equal to twice the specified working pressure. All valves shall conform to the specifications for Gate Valves for Ordinary Water Works Service, AWWA C515. Coatings shall be per AWWA C550. Valves shall be non-rising stem type with 2-inch square operating nut and shall open by turning counterclockwise (left) only. The gate valve shall have the identifying mark of the manufacturer, year of manufacture and pressure rating cast in the valve body. All pipe plugs for testing or filling shall be stainless steel. **Butterfly valves are not permitted.**

C. Provide gate valves smaller than 3 inches in diameter that are all bronze, threaded, meeting the requirements of Federal Specification WW-V-54C, as manufactured by Mueller, or equivalent, and suitable for the service required.

1. Pressure Ratings:

1) 250 psi for valves through 36-inch.

2.2 TAPPING SLEEVES AND VALVES

A. Manufacturers:

1. Ford Meter Box Company
2. Or approved equal.

B. Use stainless steel tapping sleeves and valves to make "wet" taps into the existing lines where shown on the drawings. Provide tapping sleeve of the full body wrap around type with stainless steel bolts and flanged outlet for connection to the tapping valve. Verify type of existing main before ordering sleeve. Provide tapping valve with an inlet flange to match the sleeve and a mechanical joint outlet for connection to the pipe. Provide tapping sleeve and tapping valve rated for 250 psi working pressure, opening counterclockwise with non-rising stem and having BUNA-N O-rings. Provide valve with box. Water test tapping sleeve and valve assembly at the rated pressure after installation and prior to tapping.

C. Use a full body wrap around style tapping saddle constructed of 304 stainless steel complying with AWWA C223. The nuts and bolts shall be 304 stainless steel per ASTM A193 and A194. Saddles shall utilize a 360-degree circumferential SBR gridded rubber gasket per ASTM D2000. The outlet gasket shall be NBR (Buna-N) rubber per ASTM D2000.

2.3 TAPPING SADDLES (24"-36")

A. Tapping saddles shall be used to make "wet" taps into the existing water mains where shown on the drawings. Tapping saddle bodies shall be made conforming to AWWA C223. Gaskets shall be made of synthetic rubber and shall be suitable for service at maximum operating temperature for piping system, and as specified in the individual piping specification sections.

B. The saddle shall be fitted with a ¾" threaded test port. The outlet shall be constructed of 304 stainless steel conforming to AWWA C228, Class D-ANSI 150-pound drilling flange. The flange shall have a recess to accept standard tapping valves. The minimum allowable working pressure shall be 250 psi.

C. Tapping saddles shall be manufactured by FORD Meter Box Company:

1. 24"x6" - shall be FORD FAST-2600-6
2. 36"x6" - shall be FORD FTSAS-3870-6

2.4 VALVE BOXES

A. Provide valve boxes for all buried valves. Furnish valve boxes of cast iron base and adjustable top section with cover marked as appropriate for service type (i.e. "Water"). Provide extensions as required to meet grade.

1. Provide two (2) piece adjustable screw type valve boxes.
2. Provide 5-1/4-inch diameter valve box.
3. Provide boxes and covers constructed of cast iron in accordance with ASTM A48, Class B.
4. Provide valves with extended stem where applicable.

5. Terminate stem a minimum of 12 inches below box cover.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install valves, gates and accessories as shown on the drawings and in accordance with applicable paragraphs of Section 33 11 00 – Pressure Piping – General, and individual piping Specification Sections.

B. Install valves, gates and accessories plumb and true in accordance with the manufacturer's recommendations.

C. Install valves, gates and accessories with care to prevent undue strain upon the valve, operators, or other associated pieces of equipment. Valves 16" and larger shall be bedded in stone to assume a firm foundation. Bedding shall be a minimum of 6" of stone by 12"x12".

3.2 SETTING VALVES AND BOXES

A. Install valves and valve boxes as specified in the preceding paragraphs where shown on the drawings unless otherwise directed. Set valves plumb with the base of the valve box centered over the valve and resting on compacted backfill. Set the top section of the box to allow equal movement above and below finished grade. After correctly positioning the box, carefully tamp fill for a distance of 4 feet on all sides of the box. In paved areas, place the top of the cover flush with the finished paving. In off-street areas, set the cover 1 inch above existing grade unless otherwise directed by the Engineer. Place a precast concrete collar around the top of the box as shown in the typical details.

END OF SECTION

PART 1 - GENERAL

1.1 REFERENCES

A. ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings
B. ASME B16.22 - Wrought Copper and Copper Alloy Solder Joint Pressure Fittings
C. AWWA C104 - Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water
D. AWWA C105 - Polyethylene Encasement for Ductile Iron Piping for Water and Other liquids
E. AWWA C110 - Ductile-Iron and Gray-Iron Fittings, 3" through 48", for Water and Other Liquids
F. AWWA C111 - Rubber-Gasket Joints for Ductile Iron and Grey-Iron Pressure Pipe and Fittings
G. AWWA C150 - Thickness Design of Ductile-Iron Pipe
H. AWWA C151 - Ductile-Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or Other Liquids
I. AWWA C153 - Ductile-Iron Compact Fittings, 3 Inch through 12 Inch, for Water and Other Liquids
J. AWWA C600 - Installation of Ductile-Iron Water Mains and Appurtenances
K. AWWA C800 - Underground Service Line Valves and Fittings
L. ASTM B88 - Seamless Copper Water Tube
M. NSF 61 - Drinking Water System Components - Health Effects

1.2 SUMMARY

A. Provide all labor, equipment, material, tools and incidentals required to install the various piping, valves, accessories, and fire hydrant assemblies for water lines as shown on the Drawings and specified herein.

1.3 SUBMITTALS

A. Submit in accordance with Section 01 33 00 – Submittal Procedures.

B. Product Data:

1. Manufacturer's literature for the various types of pipe, fittings, restraints, and related materials.

C. Shop Drawings:

1. Manufacturer's drawings and catalog cuts for all pipe, fittings, restraints and related materials showing details and materials of construction, including dimensions.

2. Manufacturer's Certificates:

   a. Furnish affidavit that the pipe, fittings and lining furnished comply with all applicable provisions of the ANSI and/or AWWA Standards.

D. Record Drawings:

1. Submit in accordance with the requirements of Section 01 33 00 – Submittal Procedures and Section 01 77 00 – Closeout Procedures.

E. Test Reports:

1. Submit reports on pressure and leakage tests for all pipelines.
2. Submit reports on bacteriological tests for potable water system piping.

1.4 GENERAL REQUIREMENTS

A. All piping and accessories furnished by the Contractor for incorporation in the work shall be new, unused, and of the type specified herein, and listed in the Bid. All material and construction must be in accordance with the AWWA Standards and any PVC material or plastic service line used must bear the National Sanitation Foundation (NSF) seal of approval for potable water use. All pipe, solder and flux used during installation of the water lines must be "lead-free" with not more than 8% lead in pipes and fittings, and not more than 0.2% lead in solder and flux.

B. All water lines < 16 inches will have 4'-0" minimum cover and > 16 inches will have a minimum of 5-'0" cover unless otherwise noted. Contractor MUST install water line 4'- 0" minimum below roadway grade within the Right-of-Way.

C. For all water lines 12" and larger a temporary connection for disinfection must be installed. The backflow assembly is provided by Columbia County Water Utility, with a deposit. After disinfection the contractor will return entire assembly to owner.

D. All service line and parts must be approved by Columbia County Water Utility.

1.5 DELIVERY, STORAGE, AND HANDLING

A. All pipe, fittings, valves and hydrants shall be stored on site such that they are elevated off the ground at least 6" to prevent any water or form of debris to enter the pipe or pipe openings. All materials shall be properly supported to prevent excess stress while stored. All water systems materials that come into contact with any foreign material shall be thoroughly cleaned before installation in strict accordance with AWWA C651.

B. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.

C. During loading, transporting and unloading, exercise care to prevent damage to material:

1. Use slings, hooks, pipe tongs, or skids
2. Do not drop pipe or fittings
3. Do not roll or skid against pipe already on ground
4. Repair any damage done to coating or lining
5. Handle per manufacturer's recommendations
6. Store rubber gaskets in cool dark location
7. Store all material on wood pallets or timbers

1.6 SERVICE PIPING SCHEDULE

A. Unless otherwise indicated, pipe and fittings shall be constructed of the materials shown in the following schedule for the service indicated. Ductile iron pipe and fittings shall be used for all piping except as may be otherwise indicated in the following schedule:

Service	Pipe Material	Fitting Material
Water Line Piping not otherwise listed below	D.I.P. Flanged (CL 53) Underground Pressure Class 350 (4-16”), 250	Flange – above Push-on, M.J. Or R.J. below ground.
2” & Smaller	Type K Copper, Threaded Brass	Red Brass

PART 2 - PRODUCTS

2.1 DUCTILE IRON PIPE

A. Underground pipe shall be ductile iron. Pipe sizes 4” to 12” shall be Pressure Class 350, 14” to 36” shall be Pressure Class 250, and in accordance with ANSI Specification A21.50 and A21.51, using 60/42/10 grade of iron. Pipe shall be coated on the outside with a bituminous coating, and lined with cement lining in accordance with ANSI A21.4. Approved Ductile Iron Pipe Manufacturers shall be American Cast Iron Pipe Company, U.S. Pipe Company, Griffin Pipe Products Company or McWane Incorporated only.

B. Flanged Pipe Class 53 shall be coated on the outside with zinc coating and lined with cement lining in accordance with ANSI 121.4.

C. Fittings shall be manufactured from ductile iron grade 70/50/05 in accordance with ANSI A21.10 / AWWA C110 or ANSI A21.53 / AWWA C153. All fittings shall be interior lined in accordance with ANSI A21.4 / AWWA C104 and have an asphaltic exterior coating the same as DIP. All fittings for underground use shall be mechanical joint. All retainer glands shall be manufactured of ductile iron in accordance with ANSI A21.1 / AWWA C111. Cast iron fittings or accessories are not permitted. Payment for fittings shall be made on the basis of manufacturer's published weights for compact fittings less accessories (MegaLug®, etc.). Fittings shall be as manufactured by American Cast Iron Pipe Company, Union Tyler Foundry Company, Clow, Star Pipe, U.S. Pipe Company or Sigma.

D. Joints and Jointing Materials:

1. Joints in underground ductile iron pipe shall be mechanical joint, push-on joint or restrained joint where indicated. All joints and jointing materials shall conform to the requirements of ANSI A21.11.
2. Push-on Joints for underground pipe shall have gaskets made of vulcanized natural or synthetic rubber compound conforming to ANSI A21.11 and smooth and free from all imperfections and porosity. Lubricant for push-on joints shall be non-toxic, shall not support bacteria growth and shall have no deteriorating effect on the gasket material.
3. Mechanical Joints shall conform to ANSI A21.10 and A21.11, and shall have gaskets smooth and free from any porosity or imperfections; gaskets shall be made of vulcanized natural or vulcanized synthetic rubber. Bolts for mechanical joints shall be standard, high-strength, heat-treated cast iron tee-head bolts with hexagon nuts meeting the requirements of ANSI A21.11.
4. Restrained Joints: All joint restraint for underground ductile iron pipe and fittings shall be rated for a minimum of 250 psi. Restraining gaskets shall be clearly marked 6" thru 20" pipe and shall utilize "Fast Grip" restraining gaskets for ACIPCO (American) Pipe only or "Field Lok" restraining gaskets for U.S. Pipe, Griffin Pipe and McWane Pipe only. Restrained Joints for pipe 24" to 36" shall be ACIPCO "Flex Ring", U. S. Pipe "TR Flex" or comparable product which utilizes a positive restraining joint. Accessories including Megalug® series 1100 and 1700 and Sigma ONE-LOKTM (up to 20") may also be used as restraint for ductile iron pipe 6" to 36". All horizontal bend fittings and connecting pipe shall be restrained as shown on drawings. For number of lengths to be installed, refer to chart on drawings.

2.2 COPPER TUBING

A. Water tubing: Buried, ASTM B88, Type K annealed

B. Water tubing: Exposed or above grade, ASTM B88; Type L, hard drawn

C. Fittings:
   1. Flared Joints: ANSI B16.26, cast bronze (equipment only)
   2. Solder Joints: ANSI B16.18, cast bronze or B16.22, wrought copper and bronze (equipment only)
   3. Compression Joints: Ford "Grip Joint", Mueller "110 Compression" or equal.
   4. Unions: All three part unions for longer services and reconnections shall be Ford Brass C44-33G for ¾" and C44-446 for 1"
   5. Dielectric Connections: Union with galvanized or plated steel threaded-end, copper solder end, water imperious isolation barrier:
      a. Threaded: PSI "Delrin Insulating Couplings," Vallet "V-Line Insulating Couplings," or equal
      b. Flanged: Epco "Dielectric Flange Unions," PSI Type E Flange Insulation," or equal

D. Solder: Solid wire, ASTM B32, Grade 95TA (equipment only)

E. Soldering flux: Paste Type, FS O-F-506, Type I, Form A (equipment only)

F. Brazing filler metal: ASTM C260, BCuP-5; Engelhard "Silvaloy 15," Goldsmith "gb-15," Handy and Hardman "Sil- Foss," or equal

G. Brazing flux: Paste Type, FS O-F-499, Type B

H. Flanges: Cast bronze, 150 psig, brazed joints, ANSI B16.24:
   1. Flange bolts and nuts: As specified for steel pipe
   2. Flange gaskets: As specified for steel pipe, except full face
   3. 1/16 inch thick preformed neoprene gaskets

2.3 ACCESSORIES

A. Water line markers shall be (62" Rhino 3-Rail fiberglass post with 6D-5194C Decals installed) at locations on plans (where required).

B. Concrete for Blocking/Thrust Collars: Concrete type specified in Section 03 30 00.

C. Tapping Sleeves shall be full circle style constructed completely of stainless steel full body wrap around style. The tapping sleeve flange shall also be stainless steel. All bolts, nuts, and washers shall be stainless steel. The tapping sleeve shall be Ford style FTSS rated for a minimum working pressure of 250 psi:

1. 4” – 12” Smith-Blair #663, Ford Meter Box Style FTSS or Mueller H-304SS
2. 14” – 20” Smith-Blair #662 or Mueller H-304SS
3. 24” Ford FAST-2600
4. 36” FORD FTSAS-3870

D. Corporation and Curb Stops: All corporation and curb stops for water services and sample tap connections shall be manufactured by Ford Meter Box Corporation or Mueller Company.

1. Corporation Stops: 3/4” – FB1000-3G B-25008, 1” – FB1000-4G B-25008
2. Curb Stops: 3/4” – BA43-232WG B-24258, 1” – BA43-344WG B-24258(1R)

E. Meter boxes shall be Rome type cast iron 10” X 19” X 12”. Top shall have cast ribs on bottom side with four (4) legs to prevent sliding. A 1½” dia. Hole shall be drilled (or pre- drilled) in the top of the vault slab to receive the touch read conduit.

F. Service Saddle shall have ductile iron body with epoxy coating and 3” wide stainless steel strap with bolts welded directly to strap. Tapping saddle shall be Ford #FC202 or approved equal.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify existing conditions under provisions of Section 01 11 00, Summary of Work.

B. Verify that utility water main size, location and invert are as indicated.

C. Carefully examine pipe and fittings for cracks, damage to linings, and other defects prior to installation. All pipe and fittings may be inspected at the place of manufacture by representatives of the Owner and/or by a testing laboratory of the Owner's selection. Such inspection shall not in any way relieve the Contractor from the responsibility for the compliance of all materials installed as specified, nor shall such inspection in any way relieve the manufacturer from his responsibility for materials he furnished to be as specified.

D. Remove all defective pipe from site and replace.

E. Examine areas for weak or structural defects or deviations beyond allowable tolerances for piping clearances that adversely affect excavation and quality of Work.

F. Start installation only when conditions are satisfactory.

3.2 PREPARATION

A. No pipe fittings, valves or hydrants shall be transported with a loader fork inserted into the pipe or water way as means of transportation. Free dropped pipe, fittings, valves or hydrants may constitute removal and replacement.

B. Ream pipe and tube ends and remove burrs.

C. Remove scale and dirt, on inside and outside, before assembly.

D. Prepare pipe connections to equipment with flanges or unions.

3.3 BEDDING

A. Excavate pipe trench in accordance with Section 31 20 01, Trench, Backfilling, and Compacting for work of this Section. Hand trim excavation for accurate placement of pipe to elevations indicated.

B. Place bedding material at trench bottom, level fill materials in one continuous layer not exceeding 8 inches compacted depth, compact to 95 percent.

C. Backfill around sides and to top of pipe with fill, tamped in place and compacted to 95 percent.

3.4 INSTALLATION – PIPE

A. Install as specified or in accordance with the manufacturer's recommendations.

B. In installation, no blocking of pipe barrel above the trench bottom will be permitted. Any pipe which has its alignment, grade, or joints disturbed after laying shall be taken up and re-laid. The interior of the pipe shall be thoroughly cleaned of all foreign matter before laying in the trench and shall be kept clean during laying operations by means of plugs or other approved methods. The pipe shall not be laid in water or when trench or weather conditions are unsuitable for work, and water shall be kept out of trenches until the pipe joints have been completed. After pipe has been honed in and bedded and before new excavation or when work is not in progress, open ends of pipe and fittings shall be securely plugged so that trench water, earth or other foreign substance cannot enter the line. Plug shall be on site before trench excavation begins. Multiple plugs shall be on site if trenching is starting in more than one area.

C. Handling: Pipe and accessories shall be handled in such a manner as to insure delivery on the site and installation in the trench in a sound, undamaged condition. Particular care should be taken not to injure the coating.

D. Cutting of pipe shall be done in a neat and workmanlike manner without damage to the pipe or its coating. Cutting shall be done by means of an approved type of mechanical cutter. After cutting, all burrs and other roughness shall be removed and the exterior of the spigot end suitably beveled to facilitate assembly. If cutting is not possible, short lengths of pipe shall be furnished as necessary.

E. Placing and Laying: Pipe and accessories shall be examined for defects and tapped with a light hammer to detect cracks while suspended in the sling before installing. All damaged, defective or unsound items will be rejected and removed immediately from the site of the work. All water shall be removed from the trench before pipe is to be laid.

F. Temporary Plugging: All ends of pipelines shall be properly plugged and watertight to eliminate any foreign material from entering the pipe at the end of each work session. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the work, and isolating parts of completed system.

G. Route pipe in straight line. Establish elevations of buried piping to ensure not less than 4 ft of cover unless otherwise shown on plans. Lay pipe with bell ends facing the direction of laying except when Engineer authorizes reverse laying. Install ductile iron piping and fittings to AWWA C600.

H. Install pipe to allow for expansion and contraction without stressing pipe or joints.

I. Protect from lateral displacement by placing embedment evenly on both sides of pipe.

J. Do not lay pipe in water or pipe under unsuitable weather or trench conditions.

K. Form and place concrete for thrust blocks at each elbow or change of direction of pipe main where required.

L. Install tracer wire continuous over top of pipe as required per plans.

3.5 DEFLECTION

A. Deflection of water lines (ductile or PVC) and fittings shall be made in strict accordance with manufacturer's requirements. If alignment requires deflections in excess of the manufacturer's limitations, the Contractor shall provide special bends or a sufficient number of shorter lengths of pipe to provide angular deflections within the limits set forth by the manufacturer. All deflection shown on plans are designed at a maximum of 3 degrees.

3.6 JOINTING

A. Push-on Joints shall be assembled by pre-positioning a continuous, molded rubber ring gasket in an annular recess in the pipe socket and forcing the spigot end of the entering pipe into the socket, thereby compressing the gasket radially to the pipe to form a positive seal. The design and shape of the gasket and the annular recess shall be such that the gasket is locked in place against displacement as the joint is assembled. Details of the joint design shall be in accordance with the manufacturer's standard practice. The size and shape of the gasket shall be such as to provide adequate compressive force between the spigot and the socket after assembly to affect a positive seal under all combinations of the joints and gasket tolerances. Contractor shall furnish to Owner one copy of the pipe manufacturer's joint assembly instructions. The Contractor shall adhere strictly to the pipe manufacturer's joint assembly instructions.

B. Mechanical Joints: The last 8 inches of the spigot and inside of the bell of mechanical joint pipe shall be thoroughly cleaned and then painted with a soap solution made by dissolving one-half cup of granulated soap in one gallon of water. The cast iron gland shall then be slipped on the spigot end of the pipe. The rubber gasket shall be painted with the soap solution and placed on the spigot end with the thick edge toward the gland. The entire section of the pipe shall be pushed forward to seat the spigot end in the bell. The gasket shall then be pressed into place within the bell, being careful to have the gasket evenly positioned around the entire joint. The cast-iron gland shall be moved into position for bolting, all bolts inserted, and the nuts screwed up tightly with the fingers. Nuts spaced 180 degrees apart shall be tightened alternately to produce an equal pressure on all parts of the gland. A suitable torque-limiting wrench shall be used with maximum torque as recommended by the manufacturer.

C. Restrained Joints shall utilize a restraining gasket for pipe 4”-24” (250 PSI MIN.) American Fast-Grip, US pipe MJ FIELD LOK GASKET, or approved equal. Restrained joint pipe 14”- 36” shall be American Field Flex Ring (250 PSI MIN.), US PIPE TR-FLEX, or approved equal.

3.7 CLEANING

A. A pipe swab shall be kept in the pipe at all times to prevent debris from entering the newly laid pipe. Whenever pipe laying operations are ceased, a watertight, inflatable plug shall be installed in the open end of the pipe to prevent ground water from entering the newly laid pipe.

3.8 SERVICE LINE CONNECTIONS, REPAIR OR REPLACEMENT

A. House service lines for ¾” and 1” taps shall consist of a tapping saddle with ¾”/1” outlet, ¾”/1” ballcorp corporation stop, ¾”/1” service line, ¾”/1”-90 deg. curb stop and meter box.

B. 1½" and 2" service lines shall consist of a 2" tapping saddle with 2" outlet, 2" iron body gate valve with valve box, 1½"/2" service line, 1½"/2"-90 deg. curb stop and meter box. Ballcorp corporation stop shall be CC threads with grip nut. The curb stop shall be an angle ball meter valve.

3.9 SERVICE LINE INSTALLATION

A. The service line shall be laid in a straight line and be of a continuous piece from corporation stop or gate valve to curb stop.

B. Direct taps for service line connections are permitted and will NOT be installed directly on top of water line. The contractor shall tap water in strict accordance with manufacturer's recommendations such that the integrity of the pipe is not compromised during construction or thereafter. Service lines shall maintain a minimum of 3'-6" cover at all times other than direct connections to meters.

C. Service lines shall be at a minimum depth of 4 feet under pavement.

3.10 TAPPING SLEEVES/SADDLES

A. The existing water line to receive the tapping sleeve shall be checked for "out-of-round" and thoroughly cleaned before installing the sleeve.

B. Tapping sleeve placement shall be a minimum of 3' – 0" from either end of the existing pipe to be tapped.

C. Tapping of water lines whether PVC pipe, DIP pipe or CIP shall be in strict accordance with the manufacturer's recommendations and these specifications. All taps made shall retain a coupon of the pipe being tapped. All coupons shall be returned to the CCWU Inspector. Tapping equipment shall be sanitized and made safe for the potable water system application.

D. Tapping Bits shall be a shell cutter head type utilizing a pilot bit. All shell cutter bits shall be adequately sized and of first class workmanship free of damage before being used to tap any water line.

E. Pressure Testing the tapping sleeve and valve shall be completed before any tapping of existing water lines is permitted (4" and larger).

3.11 CREEK CROSSING

A. Creek Crossings shall consist of restrained ductile iron carrier pipe, steel casing, casig spacers, casing end seals, concrete and rip rap.

B. Maximum space for spacers is 10’0” (unless otherwise noted on the plans).

Concrete encasement shall be poured continuous and have three defined sides either of wood or clean trench wall and bottom.

3.12 CONNECTIONS TO EXISTING MAINS

A. The Contractor shall verify existing conditions at location of Tie-In:

1. The Contractor shall excavate and verify existing pipe bell locations and verify “out of round” conditions. If existing condition bell locations or out of round conditions apply, Contractor shall submit to Engineer for approval a sketch of required changes in connection point.

2. The Contractor shall contact the Columbia County Water Utility Engineering Office at 706-651-0433 and request approval a minimum of 72 hours days prior to the intended connection date.

B. The Contractor shall furnish and install all fittings and appurtenances necessary (unless otherwise noted) to make connections to the existing distribution system. All solid sleeves used to cut into existing pipes shall have a maximum gap of 3/4” between butted plain end pipes. Where this is unable to be achieved, a filler ring shall be installed to close the gap between the cut pipes. All sleeves shall be restrained joint. All required restraint necessary, existing pipe and new piping, shall be the responsibility of the Contractor .

C. Dewatering the existing pipe shall be done to prevent any cross contamination of trench water. The Contractor shall provide a pump sufficient for the rate of flow and/or appropriate drainage to ensure there is no backflow into the existing water line. The cut or break in the existing water line shall be at the highest point of the connection.

D. All fittings, pipe, valves and appurtenances used to connect to the existing water system prior to standard disinfection shall be clean, free of foreign material and disinfected. Disinfection shall utilize a bleach solution of 1 1/2 parts water to 1 part bleach that shall be sprayed inside pipe, valves, fittings and appurtenances before the connection is to be put back on line with the existing water system.

3.13 CONCRETE BLOCKING FOR RESTRAINT

A. Unless otherwise shown, fittings not connected to restrained joint pipe shall utilize concrete blocking for restraint. The blocking shall be poured as to provide access to all joints. No bolts, glands or restraint shall be in direct contact with concrete. The concrete blocking shall be formed

against undisturbed trench wall. All temporary forms shall be removed before backfilling. Polyethylene plastic may be used to protect jointing and restraint devices from concrete intrusion.

B. Vertical changes in the pipe line shall utilize restrained joint pipe and fittings, or the combination of, with concrete restraining collar (see detail) only. Concrete blocking will not be acceptable for restraint in the vertical position.

C. Before installation of concrete blocking for restraint, submittal for approval by Engineer is required.

D. CONCRETE THRUST COLLARS

1. Concrete thrust collars shall be poured continuous around pipes and bearing against undisturbed earth. All concrete and reinforcing shall comply with the concrete section of these specifications.

2. Thrust collars shall be poured at least 7 days prior to the tie-in connection of the water lines. Restraining rods used shall be a minimum of A307 steel and completely field coated with bituminous coating. Where concrete collars utilize a mid-span retainer gland as restraint, polyethylene must be installed to protect the gripping rings from concrete intrusion. Mid-span retainer glands shall be MegaLug® series 1100SDB or approved equal for ductile iron pipe applications. Concrete forms that must remain in place, shall be treated lumber.

3. All backfilling around thrust collars shall be compacted to 100% density (ASTM D698) and tested. Where unsuitable material is discovered around thrust collar, the unsuitable material shall be removed and replaced with borrow material as directed by the Engineer.

3.14 DISINFECTION OF DOMESTIC WATER PIPING SYSTEM

A. Flush and disinfect system in accordance with Section 01 73 31, DISINFECTION OF THE POTABLE WATER MAINS.

3.15 PROTECTIVE COATING

A. Metal Surfaces:

1. Coat all steel clamp rods, bolts, and other metal accessories, anchorages, cut ends of pipe, follower rings and bolts or joint harnesses subject to submergence or contract with the earth and not concrete encased, but including pipe fittings and bolts in polyethylene tube protection.

2. Apply 2 coats of coal tar paint to clean, dry metal surfaces.

3.16 TESTING

A. General: After completion of the piping, it shall be tested for leaks in accordance with AWWA C600 and proved tight at 250 psi(at low point). The Contractor shall provide, at his expense, all labor, supervision, pumps, measuring devices, power, miscellaneous equipment, temporary plugs or valves and water necessary for performance of all testing and disinfection on all piping in accordance with the requirements of these specifications.

B. For installation of water lines 16" and larger, the Contractor shall submit in writing a procedure for adequately flushing, chlorinating and dechlorinating the newly laid pipe line. This written procedure must be submitted at least 2 weeks prior to the intended starting date for review and approval of the Engineer.

C. Contractor MUST provide a plan to flush all lines to AWWA Standards, 2.5 fps. Contractor MUST also submit to Engineer on how the Contractor will diffuse the water to not cause any erosion during flushing.

D. The contractor is responsible for strategically planning all of the injection points, sample taps and flushing points required for the disinfection process in order to best manage the end result. The contractor is responsible for providing all taps as required including appropriate sizing for the disinfection process when injecting chlorine. In addition, the contractor must ensure there is proper flushing points along the pipe line where not already shown on the plans and in accordance with the flushing and disinfection plan to be submitted to Engineer. Hydrants shall be utilized for flushing but cannot be used to pull a TCB sample. The contractor shall coordinate all disinfection process through the Engineer and the Columbia County Water Utility Central Lab Manager. The minimum placement of taps shall be as follows:

1. Within 10' of the beginning and end of newly installed pipe line.
2. Injection tap(s) shall be sized as required to facilitate proper flow and concentration rates. The minimum size of the tap shall be 1" diameter. Where necessary, the contractor is responsible for determining the appropriate size necessary per application.
3. There shall be a tap(s) installed no more than 1200 feet along the pipe line.
4. There shall be a tap(s) installed at all low points along the pipe line.
5. There shall be a tap(s) installed at all high points along the pipe line.
6. Taps(s) shall be installed on each side of in-line valves where areas can be sectioned off and disinfected as separate entities.

E. Hydrostatic Tests:
1. Pressure Test:

All sample taps shall be installed before pressure testing. The contractor is required to thoroughly flush the newly laid water line prior to pressure testing. All newly installed pressure pipe or any valved section thereof shall be subjected to the appropriate hydrostatic pressure based on the elevation of the lowest point in the line or section under test and corrected to the elevation of the test gage. The duration of each pressure test shall be two hours. Before applying the specified test pressure, all air must be expelled from the line. The Contractor will make the necessary taps and insert plugs to complete the test. All taps installed shall be marked in red on the Contract Drawings that will serve as the record drawings. Any exposed pipe, fittings, valves, and joints shall be carefully examined during the open trench test. All defective joints shall be repaired or replaced to the satisfaction of the Inspector. Any cracked or defective pipe, joints, fittings, valves or hydrants discovered in consequence of this pressure test shall be removed and replaced with sound material and the test shall be repeated until satisfactory to the Inspector.

2. Leakage Test:

a. The duration of the leakage test shall be for a minimum of two hours, and during the test the main or section of the main under test shall be subjected to the above noted pressure based on the lowest point in the line or section under test and corrected to the elevation of the test gage. Leakage is defined as the quantity of water to be supplied into the newly laid pipe, or any valved section thereof, necessary to maintain the specified leakage test pressure after the air has been expelled and the pipe has been filled with water at the test pressure. No pipe installation will be accepted until leakage is less than the number of gallons per hour as determined by the formula.

$$L = D\,P/148$$

L = Allowable leakage in gallons per hour per 1,000 ft. pipe. D = The nominal diameter of the pipe in inches.
P = The average test pressure during the leakage test in pounds per square inch gauge.

b. All visible leaks shall be repaired regardless of the allowance used for testing.

3.17 CLEAN-UP

A. Upon completion of the installation of the water lines and appurtenances, all equipment and debris remaining as a result of the Contractor's operations shall be removed from the site of the work.

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

A. Provide all labor, materials, equipment, tools, and incidentals for storm drainage systems as shown on the Drawings and specified herein.

B. This Section includes storm drainage outside the building.

1.2 DEFINITIONS

A. RCP: Reinforced concrete pipe.

1.3 PERFORMANCE REQUIREMENTS

A. Gravity-Flow, Non-Pressure-Piping Pressure Ratings: At least equal to system test pressure.

B. Provide soil-tight pipes and fitting joints unless otherwise indicated.

1.4 SUBMITTALS

A. Submit in accordance with Section 01 33 00 – Submittal Procedures.

B. Product Data: For the following:

1. Pipe.
2. Special pipe fittings.
3. Backwater valves.
4. Drains.
5. Channel drainage systems.
6. Stormwater disposal systems.
7. Precast catch basins.

C. Shop Drawings: Include plans, elevations, details, and attachments for the following:

1. Precast concrete manholes and other structures, including frames, covers, and grates.
2. Cast-in-place concrete manholes and other structures, including frames, covers, and grates.

D. Coordination Drawings: Show manholes and other structures, pipe sizes, locations, and elevations. Include details of underground structures and connections. Show other piping in same trench and clearances from sewerage system piping. Indicate interface and spatial relationship between piping and proximate structures.

1.5 DELIVERY, STORAGE AND HANDLING

A. Do not store plastic structures, pipes and fittings in direct sunlight.

B. Protect pipes, pipe fittings and seals from dirt and damage.

C. Handle precast concrete structures according to manufacturer's written rigging instructions.

1.6 PROJECT CONDITIONS

A. Site Information: Verify existing utility locations.

B. Existing Utilities: Do not interrupt utilities serving facilities occupied by the Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Engineer not less than seven (7) days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without the Engineer's written permission.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Stormwater Piping, Storage and Disposal Systems:

a. Tindall.
b. Rinker Materials.
c. Foley Products Company.
d. Oldcastle Infrastructure.
e. Or approved equal.

2.2 PIPING MATERIALS

A. Refer to Part 3 "Piping Applications" Article for applications of pipe and fitting materials.

2.3 CONCRETE PIPE AND FITTINGS

A. Reinforced-concrete storm drainage pipe and fittings:

1. ASTM C76, Class III.
2. Tongue and groove ends and rubber gasket joints.
3. Seal joints with ASTM C443 rubber gaskets.

2.4 ELLIPTICAL PIPE AND FITTINGS

A. Elliptical storm drainage pipe and fittings:

1. ASTM C507.
2. Tongue and groove ends and rubber gasket joints.
3. Seal joints with ASTM C443 rubber gaskets.

2.5 NONPRESSURE-TYPE PIPE COUPLINGS

A. Comply with ASTM C1173, elastomeric, sleeve-type, reducing or transition coupling, for joining underground nonpressure piping. Include ends of same sizes as piping to be joined, and corrosion-resistant-metal tension band and tightening mechanism on each end.

B. Sleeve Materials:

1. For Concrete Pipes: ASTM C443, rubber.
2. For Plastic Pipes: ASTM F477, elastomeric seal or ASTM D5926, PVC.
3. For Dissimilar Pipes: ASTM D5926, PVC or other material compatible with pipe materials being joined.

C. Unshielded Flexible Couplings: Elastomeric sleeve with stainless steel shear ring and corrosion-resistant-metal tension band and tightening mechanism on each end.

1. Manufacturers:

a. Dallas Specialty & Mfg. Co.
b. Fernco Inc.
c. Mission Rubber Company; a division of MCP Industries, Inc.

D. Shielded Flexible Couplings: ASTM C1460, elastomeric or rubber sleeve with full-length, corrosion-resistant outer shield and corrosion-resistant-metal tension band and tightening mechanism on each end.

1. Manufacturers:

a. Cascade Waterworks Mfg.
b. Dallas Specialty & Mfg. Co.
c. Mission Rubber Company; a division of MCP Industries, Inc.

2.6 GROUT

A. See Section 03 60 00 – Grouting.

PART 3 - EXECUTION

3.1 EARTHWORK

A. Earthwork is specified in Section 31 20 01 – Trenching, Backfilling, and Compacting.

3.2 IDENTIFICATION

A. Materials and their installation are specified in Section 31 20 01 – Trenching, Backfilling and Compacting. Arrange for installing green warning tapes directly over piping and at outside edges of underground structures.

1. Use detectable warning tape over piping and over edges of underground structures.
2. Use 14-gauge copper locator wire as shown on Drawings.

3.3 PIPING APPLICATIONS

A. Refer to Part 2 of this Section for detailed specifications for pipe and fitting products listed below. Use pipe, fittings, and joining methods according to applications indicated.

B. Gravity Flow Piping: Provide piping of size and material shown on Drawings.

C. Pipe couplings and special pipe fittings with pressure ratings at least equal to piping rating may be used in applications below, unless otherwise indicated.

1. Use nonpressure-type flexible couplings where required to join gravity-flow, nonpressure storm drainage piping, unless otherwise indicated.

a. Unshielded flexible couplings for same or minor difference OD pipes.
b. Unshielded, increaser/reducer-pattern, flexible couplings for pipes with different OD.
c. Ring-type flexible couplings for piping of different sizes where annular space between smaller piping's OD and larger piping's ID permits installation.

3.4 INSTALLATION, GENERAL

A. General Locations and Arrangements: Drawing plans and details indicate general location and arrangement of underground storm drainage piping. Location and arrangement of piping layout take design considerations into account. Install piping as indicated, to extent practical, in accordance with manufacturer recommendations.

B. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for use of lubricants, cements, and other installation requirements. Maintain swab or drag in line and pull past each joint as it is completed.

C. Use proper size increasers, reducers and couplings where different sizes or materials of pipes and fittings are connected. Reducing the size of piping in direction of flow is prohibited.

D. Install gravity-flow piping and connect to storm structures, of sizes and in locations indicated. Terminate piping as indicated.

1. Install piping pitched down in direction of flow, at slope shown on the Drawings, unless otherwise indicated.
2. Install piping with 36-inch minimum cover, unless otherwise indicated.

E. Extend storm drainage piping and connect to storm drains, of sizes and in locations indicated. Terminate piping as indicated.

3.5 PIPE JOINT CONSTRUCTION AND INSTALLATION

A. General: Join and install pipe and fittings in accordance with manufacturer installation instructions and recommendations.

B. Provide soil-tight joints.

C. Concrete Pipe: Install in accordance with the American Concrete Pipe Association’s “Concrete Pipe Installation Guide.”

3.6 CATCH-BASIN INSTALLATION

A. Construct catch basins to sizes and shapes indicated.

B. Set frames and grates to elevations indicated.

3.7 STORMWATER INLET AND OUTLET INSTALLATION

A. Provide stormwater inlets and/or outlet structures as shown on the Drawings.

B. Construct inlet head walls, aprons and sides of reinforced concrete, unless otherwise indicated.

C. Install riprap, as indicated.

D. Install outlets that spill onto grade, anchored with concrete, where shown on the Drawings.

E. Install outlets that spill onto grade, with flared end sections that match pipe, where shown on the Drawings.

F. Construct energy dissipaters at outlets as shown on the Drawings.

3.8 MANHOLE INSTALLATION

A. Provide manholes for stormwater structures as shown on the Drawings.

B. General: Install manholes, complete with appurtenances and accessories indicated.

C. Install precast concrete manhole sections according to ASTM C891.

D. Set tops of frames and covers flush with finished surface of manholes that occur in pavements.

3.9 DRAIN INSTALLATION

A. Install drains as shown on the Drawings.

B. Embed drains in 4-inch minimum depth of concrete around bottom and sides.

C. Fasten grates to drains if indicated.

D. Set drain frames and covers with tops flush with pavement surface set 1 inch above graded subgrade surface in lawn areas to allow for grass (sod) thickness.

3.10 CONCRETE PLACEMENT

A. See Section 03 30 00 – Concrete

B. Place concrete according to ACI 318 and ACI 350R.

3.11 FIELD QUALITY CONTROL

A. Clear interior of piping and structures of dirt and superfluous material as work progresses. Maintain swab or drag in piping and pull past each joint as it is completed.

1. In large, accessible piping, brushes and brooms may be used for cleaning.
2. Place plug in end of incomplete piping at end of day and when work stops.
3. Flush piping between manholes and other structures to remove collected debris, if required by authorities having jurisdiction.

B. Inspect the interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches of backfill is in place, and again at completion of Project.

1. Defects requiring correction include the following:

a. Alignment: Less than full diameter of inside of pipe is visible between structures.
b. Deflection: Flexible piping with deflection that prevents passage of ball or cylinder of size not less than 92.5 percent of piping diameter.
c. Crushed, broken, cracked, or otherwise damaged piping.

2. Replace defective piping using new materials and repeat inspections until defects are within allowances specified.
3. Reinspect and repeat procedure until results are satisfactory.

C. Test new piping systems, and parts of existing systems that have been altered, extended, or repaired, for leaks and defects.

1. Do not enclose, cover, or put into service before inspection and approval.
2. Test completed piping systems according to authorities having jurisdiction.
3. Schedule tests and inspections by authorities having jurisdiction with at least 24 hours' advance notice.
4. Submit separate reports for each test.
5. Gravity-Flow Storm Drainage Piping: Test according to requirements of authorities having jurisdiction, UNI-B-6, and the following:

a. Exception: Piping with soil-tight joints unless required by authorities having jurisdiction.
b. Option: Test plastic piping according to ASTM F1417.
c. Option: Test concrete piping according to ASTM C924.

D. Leaks and losses in test pressure constitute defects that must be repaired.

E. Replace leaking piping using new materials and repeat testing until leakage is within allowances specified.

F. Test new piping systems, and parts of existing systems that have been altered, extended, or repaired, for leaks and defects.

1. Do not enclose, cover, or put into service before inspection and approval.
2. Test completed piping systems according to authorities having jurisdiction.
3. Schedule tests and inspections by authorities having jurisdiction with at least 24 hours advance notice.
4. Leaks and losses in test pressure constitute defects that must be repaired.
5. Replace leaking piping using new materials and repeat testing until leakage is within allowances specified.

END OF SECTION

Public Works and Engineering Services Committee
February 3, 2026

Fund:	Water Utility General Operating Fund	Department:	Water Utility
Revenue:	$0.00	Contact:	Stacey Gordon
Expenses:	$162,345.00	Phone:	706-868-3474
Line Codes(s):	511-5120-601090		

ITEM: Purchase of Smartpoints from Sensus, Inc.

BACKGROUND: Sensus is the sole-source vendor we use for our Advanced Meter Infrastructure. We have to maintain an inventory of smart points to support replacements and new installations. Our current inventory is running low, and it is time to replenish our stock. This inventory enables us to respond quickly and efficiently to meet our customers' needs. This is a budgeted item. The total, including Tariffs, is $162,345.00. Line Code 511-5120-601090.

STAFF RECOMMENDATION: Staff recommends the approval of this purchase.

COMMITTEE COMMENTS: Forward to Consent Agenda.

COMMITTEE RECOMMENDATION / MOTION: *Approved the purchase of smartpoints from Sensus, Inc. in the amount of $162,345; 511.5120.601090.*

Water Utility

Department: Meter - 511 5120 **Date:** _____

Line Code: 511 5120 601090 **Req. #** _____

Date Wanted: _____ **P. O. #** _____

Quantity	Description	Unit Price	Total
1000	520M SMART POINT	$158.00	$158,000.00
	Tariff Charge .0275%	$4,345.00	$4,345.00
	Sole Source Vendor		
		Total	$162,345.00

Purpose for the Order: Smart Point Stock

Suggested Vendor: Sensus Inc.

Address: 450 N Gallatin Ave, Uniontown, PA 15401

Ship to: Columbia County Water Utility

Address: 2140 William Few Parkway, Grovetown, GA 30813

The item(s) listed are proper charges against the appropriation shown hereon and the services or material are to be used exclusively for the purpose against which item(s) are charged.

Approved: _____
Department Head

Approved: _____
Fiscal Officer

Public Works and Engineering Services Committee
February 3, 2026

Fund:	Water Utility General Operating Fund	Department:	Water Utility
Revenue:	$0.00	Contact:	Stacey Gordon
Expenses:	$99,162.00	Phone:	706-868-3474
Line Codes(s):	511-5130-601100		

ITEM: Independent Contractor Agreement with RCM Utilities to rehab 14 manholes

BACKGROUND: This project is to apply structural epoxy lining that holds up better against corrosion and strengthens deteriorating sanitary sewer manholes. The epoxy liner helps in high H2S conditions, handles groundwater pressure, and provides a long-lasting liner. This will provide structural performance and long-term corrosion resistance. We're looking to use this product on 14 manholes in need of repair because of significant corrosion. We received three quotes and RCM Utilities has the low-cost proposal to rehab the manholes at $99,162.00 and will be funded from line code 511-5130-601100. This is a budgeted line item.

STAFF RECOMMENDATION: Staff recommends the approval of this proposal.

COMMITTEE COMMENTS: Forward to Consent Agenda.

COMMITTEE RECOMMENDATION / MOTION: *Approved an Independent Contractor Agreement with RCM Utilities to rehab 14 manholes in the amount of $99,162; 511.5130.601100.*

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made and entered into January 27, 2026 by and between **RCM Utilities, LLC,** a Limited Liability Company with a location at 1451 Pine Grove Road, Eustis, Florida 32726 (hereinafter the "Contractor") and **Columbia County, Georgia** a political subdivision of the state of Georgia, (hereinafter the "County").

WHEREAS, the County has identified a need to contract for Rehab of 14 Manholes as the County shall approve (hereinafter "Services"), in accordance with the Statement of Work (SOW), which is Exhibit "A" attached hereto and made a part hereof, to be provided by an outside contractor.

WHEREAS, the Contractor desires to provide Services to Columbia County and the County desires to engage Contractor for such purposes;

NOW THEREFORE, in consideration of the premise, the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Contractor and County hereby agree as follows:

1. Engagement. The County hereby engages the Contractor to provide Services in accordance with the SOW. In the event of conflicting information, this document shall govern. The Contractor hereby accepts such engagement, upon the terms and conditions hereinafter set forth.
2. Term. The Term of this Agreement shall be until services have been rendered in full and managing department has determined the work is complete in accordance with the SOW.
3. Compensation. Compensation will be in accordance with the Georgia Prompt Pay Act and provided as specified in the SOW, which is Exhibit "A".
4. Contractor Relationship. In performance of services specified by the SOW under this Agreement, the Contractor is acting as an independent contractor and not as an employee, partner or agent of the County. The Contractor shall have no power or authority to bind, represent or act on behalf of the County. As an independent contractor, the Contractor will be responsible for the payment of all taxes on the Contractor's earnings under this Agreement and will not be subject to withholding of income, FICA, or Medicare taxes by the County. The Contractor shall have full responsibility for services provided in accordance with the SOW.
5. Indemnity. Indemnification/Duty to Defend. During and after the term hereof, the Contractor agrees to indemnify and hold harmless the County from and against all causes of action, claims, loss or damages resulting to the Counts to the extent arising or resulting from the delivery of the Scope of Services under this Agreement, but such indemnity is limited to those liabilities caused by a negligent professional act of the Contractor as defined below. 1. For the purposes of the Professional Services indemnity in the subparagraph above, services means those services performed by a licensed professional employed by the Contractor.2. For the purposes of the Professional Services Indemnity in the subparagraph above, Negligent Professional Act means a negligent act, error, or omission in the performance of Professional Services by the Contractor (or by any person or entity, including joint ventures, for who the Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.
6. Amendment of Agreement. Modifications or changes in this Agreement must be in writing and executed by the parties bound to this Agreement.
7. Authority to Contract. The individual executing this Agreement on behalf of Contractor covenants and declares that it has obtained all necessary approvals of Consultant's board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.
8. Licenses, Certifications, Permits, Etc. Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of Contractor by any and all national, state, regional, County, or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work

contracted for under this Agreement. Further, Contractor agrees that it will perform all Work in accordance with the standard of care and quality ordinarily expected of competent professionals and in compliance with all federal, state, and local laws, regulations, codes, ordinances, or offers applicable to the Project, including, but not limited to, any applicable records retention requirements and Georgia's Open Records Act (O.C.G.A. §50-18-71, et seq.). Further, Vendor shall notify the County in writing immediately upon receipt of an Open Records Request related to the Agreement or otherwise related to the work to be performed or the relationship between the Parties.

9. Assignment. This Agreement, or any interest therein, shall not be assignable by the Contractor to any other party without the prior written consent of the County.

10. Governing Law/Venue. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement, and concerned with work performed under this Agreement, will be governed by and construed under only Georgia law without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than Georgia The federal and state law courts having jurisdiction over Columbia County, Georgia shall have the exclusive jurisdiction for all matters arising from this Agreement. In consenting to jurisdiction, a representative must be named as registered agent in state of Georgia, who can be served in the event of legal action.

11. Non-Binding Future Commissions. In accordance with O.C.G.A. §36-30-3 and Columbia County Ordinance Sec. 1-2-15, which prohibits legally binding the County's future commissions, should the Commission vote to cancel this Agreement, County shall provide 45 (forty-five) days' notice to Contractor. County shall not be further obligated to the terms under this Agreement.

12. Cancellation for Non Appropriation. County represents and warrants that it has appropriated and budgeted the funds to make all Payments for the remainder of the fiscal year in which the term commences and that it currently intends to make Payments for the full term if funds are appropriated for the Payments in each succeeding fiscal year. Without contractually committing itself to do so, County reasonably believes that moneys in an amount sufficient to make all Payments due, and will lawfully be, appropriated therefor. County directs the person in charge of its budget requests to include the Payments payable during each fiscal year in the budget request presented to County's governing body for such fiscal year, provided that County's governing body retains authority to approve or reject any such budget request. All payments shall be payable out of the general funds of County or out of other legally appropriated funds. This Agreement will not be a general obligation of County and shall not constitute a pledge of either County's full faith and credit or of County's taxing power. If County's governing body fails to appropriate sufficient funds in any fiscal year for Payments or other Payments due hereunder and if other funds are not legally appropriated for such payments, a "Non-Appropriation Event" will be deemed to have occurred. If a Non-Appropriation Event occurs, then a) County shall give Contractor immediate notice of such Non-Appropriation Event; b) on the Return Date, County shall return to Contractor all of the Equipment, at County's sole expense; and c) the Agreement shall terminate on the Return Date without penalty to County, provided, that County shall pay all payments and other amounts payable under the Agreement for which funds shall have been appropriated, provided further, that County shall pay month-to-month rent at the rate set forth prorated each month that County fails to so return the Equipment. "Return Date" means the last day of the fiscal year for which appropriations were made for the payments due hereunder.

13. Insurance: Contractor shall not commence Work under this Agreement until he has obtained all the insurance required under this paragraph and such insurance has been approved by the County, nor shall Contractor allow anyone acting on their behalf to commence work pursuant to this Agreement until all similar insurance has been so obtained and approved from said person/entity.

    a. Worker's Compensation Insurance: Contractor shall procure and shall maintain during the life of this Agreement Workers Compensation Insurance for all of his employees to be engaged in work on this Agreement.

    b. Public Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement such Public Liability and Property Damage Insurance and Automobile Liability Insurance as shall protect him and anyone working on his behalf from claims for damages for personal

injury, including accidental death, as well as from claims for property damages, which may arise from operations under this Agreement, whether such operations are by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The amount of such insurance shall be as follows:

i. Public Liability and Property Damage Liability Insurance. Contractor shall carry, with respect to the operations he performs, regular Contractor's Public Liability Insurance providing for a limit of not less than two million dollars ($2,000,000) for all damage arising out of bodily injuries to or death of one person, and subject to that limit for each person a total of two million dollars ($2,000,000) for all damage arising out of bodily injuries to or death of two or more persons in any one accident and regular Contractor's Property Damage Liability Insurance providing for a limit of not less than two million dollars ($2,000,000) for all damages arising out of injury to or destruction of property in any one accident and subject to that limit per accident, a total (or aggregate) limit of two million dollars ($2,000,000) for all damages arising out of injury to or destruction of property during the Policy period. If any part of the work is sublet, similar insurance, in the same amounts as required of the General Contractor shall be provided by or in behalf of the subcontractor to cover their operation.

ii. Automobile Liability Insurance (owned, non-owned, hired). (a) Bodily injury in an amount not less than one million dollars ($1,000,000) including accidental death to any one person and subject to the same limit for each person, in an amount not less than one million dollars ($1,000,000) on account of one accident. (b) Property damage in an aggregate amount up to one million dollars ($1,000,000) per accident during the Policy Period.

iii. General Liability and Automobile Liability. (a) Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of Contractor's insurance and shall not contribute with it; (b) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County; (c) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to limits of insurance provided; (d) Coverage shall be provided on a "Pay on Behalf" basis, with defense costs payable in additional to policy limits. There shall be no cross liability exclusion.

c. Subcontractors: Contractor shall either (a) ensure that its insurance policies (as described herein) cover all subcontractors and the Work performed by such subcontractors or (b) ensure that any subcontractor secures separate policies covering that subcontractor and its Work.

d. Proof of Carriage of Insurance: Contractor shall furnish the County with a certificate showing satisfactory proof of carriage of the insurance required. Contractor shall likewise furnish County with a certified endorsement(s) indicating that the County is an additional insured under all relevant policies and showing that said policies may not be modified or cancelled without thirty (30) days written notice to County. All of the insurance hereinbefore specified by Article 2 shall be carried until all work required to be performed under the terms of the Agreement is satisfactorily completed as evidenced by the formal acceptance by County. Should such insurance be canceled before such completion of the Agreement, Contractor shall suspend all work or operations until such time as Contractor shall provide another policy or policies of insurance of equivalent coverage or effect. The certificate holder should read: Columbia County, GA, Attn: Procurement, P O Box 498, Evans, GA 30809.

This Agreement is an important legal document. Prior to accepting these terms and agreements you should have fully reviewed and understood its contents. You may consult with your attorney before accepting terms and agreements.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of February 3, 2026.

COLUMBIA COUNTY, GEORGIA	**RCM UTILITIES, LLC**
By: Douglas R. Duncan, Jr., Chairman Columbia County Board of Commissioners	Printed Name and Title RCM Utilities, LLC
ATTEST	
By: Patrice Crawley, County Clerk Columbia County Board of Commissioners	Date

EXHIBIT "A"

SCOPE OF WORK

RCM Utilities, LLC
1451 Pine Grove Road
Eustis, FL 32726
352-561-2990
billing@rcmutilities.com

Estimate 34640099
Estimate Date 11/13/2025

Billing Address
Columbia County Georgia
P O Box 960
Grovetown, GA 30813 United States

Job Address
Columbia County Manholes
P O Box 960
Grovetown, GA 30813 United States

Description of work

Project: Columbia County Manholes 11-13-25

RCM Utilities agrees to provide all labor, materials and equipment to perform the following services on the below listed manholes. All work will be performed conforming to OSHA confined space requirements.

Scope:
Install Flow-through bypass plugs on each manhole.
Prepare interior surface per manufacturer specs.
Remove interior steps.
Install 1/2" 100% Calcium Aluminate Sewpercoat to interior of manholes.
Install .125 mill Epoxytec trowel liner top coat
Repair ground water intrusion.
14 manholes per list provided by county included in this proposal.
Rebuild flow channels and benches as needed.
NOTE:
Permits if required provided by county.
County to provide water.
County to shut down incoming force mains as needed to set flow-through plugs.

Sub-Total	$99,162.00
Tax	$0.00
Total Due	$99,162.00
Deposit/Downpayment	$0.00

A service charge of 4% will be applied to all credit card purchases. For your convenience, customers may avoid this extra fee by paying with cash or a check. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.

ESTIMATE IS VALID FOR 30 DAYS
ESTIMATE INCLUDES ALL APPLICABLE SALES TAXES.
- DUE TO CURRENT MARKET CONDITIONS MATERIAL PRICING IS SUBJECT TO CHANGE. RCM HOLDS THE RIGHT TO REPRICE BASED ON DATE OF ORDER. DATE OF ORDER IS WHEN ALL STAMPED PLANS AND SUBMITTALS ARE RETURNED, NOT THE RELEASE OF PURCHASE ORDER OR SUB CONTRACT.

Force Majeure. Neither party shall be liable in damages nor have the right to terminate this Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond their control including, but not limited to natural disasters, including but not limited to ground subsidence or upheaval, acts of God, Government restrictions (including the denial or cancellation of any permits, tax incentive, or other license or approvals), covid-19, labor shortage, material delays, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Furthermore, neither party shall be liable for any failure or delay in performance under this Contract to the extent said failures or delays are proximately caused by those causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or any other party to substantially meet its performance obligations under this Contract. The party experiencing the difficulty shall give the other prompt written notice, with details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused. Contractor's failure to perform any term or condition of this Contract because of conditions beyond its control mentioned herein or other conditions that cause delay, damage, or destruction of its work by others shall not be deemed a breach of this Contract.
Material Escalation. The Contract Price for this Project has been calculated based on the current prices for the component building materials. However, the market for these building materials is considered volatile and sudden price increases could occur. Contractor agrees to use its best efforts to obtain the lowest possible prices from available building material suppliers but should there be an increase in the prices of these materials that are purchased after execution of this Contract for use in this Project, then Owner or General Contractor agrees and shall pay the substantiated cost increase to Contractor. Any request or change order for payment of a cost increase shall state the increased cost, the building materials in question, and the source of supply, supported by invoices or bills of sale.

1. This proposal is an offer to enter into a contract, with the mutual promises contained herein constituting valuable and sufficient consideration. The execution of this proposal by the owner listed above (the "Owner") shall constitute acceptance of the offer and formation of contract (the "Contract") between the Owner (the "Owner") and RCM Utilities, LLC. The terms set forth herein, including those after the acceptance signature below and/or on subsequent pages, shall govern the Contract.
2. Warranty. The Contractor warrants all supplied materials and workmanship to be free of defects for a period of one year after installation. The Contractor warrants that materials and equipment furnished under the Contract will be new and good quality.
3. Payment. The Contractor will invoice the Owner in accordance with the schedule set forth above or, if no terms are set forth above, monthly for work performed during each calendar month. The Owner agrees that there shall be no retainage except as set forth in the schedule above. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.
4. Time. The Contractor shall achieve substantial completion of the work within a commercially reasonable time. At the Owner's request, the Contractor shall submit for information a construction schedule for the work, and the Contactor shall revise the schedule at appropriate intervals as required by the conditions of the work. Schedule information set forth above are estimates. The Contractor shall not be responsible for delays caused by circumstances outside the control of the Contractor.
5. Permits and Approvals. The Contractor shall secure and pay for the building permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the work. This responsibility is limited to building permits and, for the avoidance of doubt, does not extend to land use approvals, environmental permits, consumptive use permits, or other governmental approvals outside of building permits.
6. Contract Documents. Except as otherwise provided herein, the Owner shall furnish, at its expense, all necessary surveys, plans, drawings, approvals, easements, assignments, and changes required for the construction and use of the improvements. The Owner warrants the information, plans and specifications provided to the Contractor. The Contractor shall be entitled to rely on the plans and drawings supplied by the Owner; the Contractor warrants only that the work will conform to the design documents and shall have no responsibility or obligation arising out of design defects. The Contractor's warranties contained in this Contract exclude remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear.
7. Termination. The Contractor may terminate this Contract if the Owner fails to make payment as set forth herein and the failure continues for 10 days after notice, if the Contractor is unable to perform due to the failure of the owner to provide access to the site, necessary approvals, or its efforts to complete the work are frustrated by the actions or omissions of the Owner. In the event the Contractor terminates the Contract, is may recover payment for work executed, included reasonable overhead and profit, costs incurred by reason of such termination, and damages. No refund of payments made by the Owner shall be due as a result of termination under this section.
8. Governing Law; Venue; Attorney Fees. This Contract shall be governed by the laws of the state of Florida. Venue for any dispute arising in connection with this Contract shall lie exclusively in the court of appropriate jurisdiction in the county where the work is to be performed. The parties hereby irrevocably waive the right to a jury trial in connection with any matter related to or arising out of this contract or the work performed hereunder and consent to a bench trial in any such action. The prevailing party in any litigation shall be entitled to recover its reasonable attorneys' fees from the other party.
9. Assignment; Subcontractors.This Agreement may not be assigned without consent; provided, however that nothing herein shall limit the right of the Contractor to use subcontractors and contract labor in completion of the work. Notwithstanding the foregoing, the Contract may be assigned by the Owner to a lender providing construction financing if the lender has assumed the Owner's rights and obligations under the Contract.
10. Hazards. The Owner represents that, except as disclosed in writing, there is no hazardous condition, material or substance at the site of the work. The Owner shall indemnify and hold harmless the Contractor, its subcontractors, agents and employees from and against claims, damages, losses, and expense arising out of or resulting from performance of the work in the affected area if in fact, a hazardous condition, material or substance presents the risk of bodily injury or death and has not been rendered harmless, except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance by reason of performing the work described herein, the Owner shall indemnify the Contractor for all cost and expenses thereby incurred.
11. Insurance; Beneficiaries. The Contractor shall maintain appropriate commercial general liability insurance and statutory worker's compensation insurance and will provide certificates of insurance upon the request of the Owner. The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and property insurance until the work is complete. This Contract has no third-party beneficiaries.
12. Consequential Damages. The Owner waives claims against the Contractor for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. This waiver is applicable to damages due to termination.
13. Entire Agreement; Modifications. This Contract, together with the information, plans, and specifications provided to the Contractor, constitute the entire agreement. Any previous agreements and understanding between the parties regarding the subject matter of this Contract, whether oral or in writing, are superseded by the Contract. Any amendments, modifications, or change orders must be in writing. Any change orders require the agreement of the Contractor and shall include appropriate modifications to the contract price to include the Contractor's cost of labor, material, equipment, and reasonable overhead and profit.
14. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES. 15. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY

CERTIFICATION OF COMPLIANCE WITH PURCHASING MANUAL

Purchase between $5,000 and $25,000. Three quotations required. Purchase Order Required.

QUOTATIONS FROM:

COMPANY NAME	CONTACT PERSON	DATE	AMOUNT
RCM Utilities		11/13/2025	$99,162.00
Dun-Right Services		7/9/2025	$107,642.00
Engineered Spray Solutions		7/7/2025	$106,200.00

SINGLE SOURCE VENDOR:

COMPANY NAME	CONTACT PERSON	DATE	AMOUNT

DEPARTMENT HEAD

DATE

RCM Utilities, LLC
1451 Pine Grove Road
Eustis, FL 32726
352-561-2990
billing@rcmutilities.com

Estimate 34640099
Estimate Date 11/13/2025

Billing Address
Columbia County Georgia
P O Box 960
Grovetown, GA 30813 United States

Job Address
Columbia County Manholes
P O Box 960
Grovetown, GA 30813 United States

Description of work

Project: Columbia County Manholes 11-13-25

RCM Utilities agrees to provide all labor, materials and equipment to perform the following services on the below listed manholes. All work will be performed conforming to OSHA confined space requirements.

Scope:
Install Flow-through bypass plugs on each manhole.
Prepare interior surface per manufacturer specs.
Remove interior steps.
Install 1/2" 100% Calcium Aluminate Sewpercoat to interior of manholes.
Install .125 mill Epoxytec trowel liner top coat
Repair ground water intrusion.
14 manholes per list provided by county included in this proposal.
Rebuild flow channels and benches as needed.
NOTE:
Permits if required provided by county.
County to provide water.
County to shut down incoming force mains as needed to set flow-through plugs.

Sub-Total	$99,162.00
Tax	$0.00
Total Due	$99,162.00
Deposit/Downpayment	$0.00

A service charge of 4% will be applied to all credit card purchases. For your convenience, customers may avoid this extra fee by paying with cash or a check. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.

ESTIMATE IS VALID FOR 30 DAYS
ESTIMATE INCLUDES ALL APPLICABLE SALES TAXES.
- DUE TO CURRENT MARKET CONDITIONS MATERIAL PRICING IS SUBJECT TO CHANGE. RCM HOLDS THE RIGHT TO REPRICE BASED ON DATE OF ORDER. DATE OF ORDER IS WHEN ALL STAMPED PLANS AND SUBMITTALS ARE RETURNED, NOT THE RELEASE OF PURCHASE ORDER OR SUB CONTRACT.

Force Majeure. Neither party shall be liable in damages nor have the right to terminate this Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond their control including, but not limited to natural disasters, including but not limited to ground subsidence or upheaval, acts of God, Government restrictions (including the denial or cancellation of any permits, tax incentive, or other license or approvals), covid-19, labor shortage, material delays, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Furthermore, neither party shall be liable for any failure or delay in performance under this Contract to the extent said failures or delays are proximately caused by those causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or any other party to substantially meet its performance obligations under this Contract. The party experiencing the difficulty shall give the other prompt written notice, with details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused. Contractor's failure to perform any term or condition of this Contract because of conditions beyond its control mentioned herein or other conditions that cause delay, damage, or destruction of its work by others shall not be deemed a breach of this Contract.
Material Escalation. The Contract Price for this Project has been calculated based on the current prices for the component building materials. However, the market for these building materials is considered volatile and sudden price increases could occur. Contractor agrees to use its best efforts to obtain the lowest possible prices from available building material suppliers but should there be an increase in the prices of these materials that are purchased after execution of this Contract for use in this Project, then Owner or General Contractor agrees and shall pay the substantiated cost increase to Contractor. Any request or change order for payment of a cost increase shall state the increased cost, the building materials in question, and the source of supply, supported by invoices or bills of sale.

1. This proposal is an offer to enter into a contract, with the mutual promises contained herein constituting valuable and sufficient consideration. The execution of this proposal by the owner listed above (the “Owner”) shall constitute acceptance of the offer and formation of contract (the “Contract”) between the Owner (the “Owner”) and RCM Utilities, LLC. The terms set forth herein, including those after the acceptance signature below and/or on subsequent pages, shall govern the Contract.
2. Warranty. The Contractor warrants all supplied materials and workmanship to be free of defects for a period of one year after installation. The Contractor warrants that materials and equipment furnished under the Contract will be new and good quality.
3. Payment. The Contractor will invoice the Owner in accordance with the schedule set forth above or, if no terms are set forth above, monthly for work performed during each calendar month. The Owner agrees that there shall be no retainage except as set forth in the schedule above. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.
4. Time. The Contractor shall achieve substantial completion of the work within a commercially reasonable time. At the Owner’s request, the Contractor shall submit for information a construction schedule for the work, and the Contactor shall revise the schedule at appropriate intervals as required by the conditions of the work. Schedule information set forth above are estimates. The Contractor shall not be responsible for delays caused by circumstances outside the control of the Contractor.
5. Permits and Approvals. The Contractor shall secure and pay for the building permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the work. This responsibility is limited to building permits and, for the avoidance of doubt, does not extend to land use approvals, environmental permits, consumptive use permits, or other governmental approvals outside of building permits.
6. Contract Documents. Except as otherwise provided herein, the Owner shall furnish, at its expense, all necessary surveys, plans, drawings, approvals, easements, assignments, and changes required for the construction and use of the improvements. The Owner warrants the information, plans and specifications provided to the Contractor. The Contractor shall be entitled to rely on the plans and drawings supplied by the Owner; the Contractor warrants only that the work will conform to the design documents and shall have no responsibility or obligation arising out of design defects. The Contractor’s warranties contained in this Contract exclude remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear.
7. Termination. The Contractor may terminate this Contract if the Owner fails to make payment as set forth herein and the failure continues for 10 days after notice, if the Contractor is unable to perform due to the failure of the owner to provide access to the site, necessary approvals, or its efforts to complete the work are frustrated by the actions or omissions of the Owner. In the event the Contractor terminates the Contract, is may recover payment for work executed, included reasonable overhead and profit, costs incurred by reason of such termination, and damages. No refund of payments made by the Owner shall be due as a result of termination under this section.
8. Governing Law; Venue; Attorney Fees. This Contract shall be governed by the laws of the state of Florida. Venue for any dispute arising in connection with this Contract shall lie exclusively in the court of appropriate jurisdiction in the county where the work is to be performed. The parties hereby irrevocably waive the right to a jury trial in connection with any matter related to or arising out of this contract or the work performed hereunder and consent to a bench trial in any such action. The prevailing party in any litigation shall be entitled to recover its reasonable attorneys’ fees from the other party.
9. Assignment; Subcontractors.This Agreement may not be assigned without consent; provided, however that nothing herein shall limit the right of the Contractor to use subcontractors and contract labor in completion of the work. Notwithstanding the foregoing, the Contract may be assigned by the Owner to a lender providing construction financing if the lender has assumed the Owner’s rights and obligations under the Contract.
10. Hazards. The Owner represents that, except as disclosed in writing, there is no hazardous condition, material or substance at the site of the work. The Owner shall indemnify and hold harmless the Contractor, its subcontractors, agents and employees from and against claims, damages, losses, and expense arising out of or resulting from performance of the work in the affected area if in fact, a hazardous condition, material or substance presents the risk of bodily injury or death and has not been rendered harmless, except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance by reason of performing the work described herein, the Owner shall indemnify the Contractor for all cost and expenses thereby incurred.
11. Insurance; Beneficiaries. The Contractor shall maintain appropriate commercial general liability insurance and statutory worker’s compensation insurance and will provide certificates of insurance upon the request of the Owner. The Owner shall be responsible for purchasing and maintaining the Owner’s usual liability insurance and property insurance until the work is complete. This Contract has no third-party beneficiaries.
12. Consequential Damages. The Owner waives claims against the Contractor for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. This waiver is applicable to damages due to termination.
13. Entire Agreement; Modifications. This Contract, together with the information, plans, and specifications provided to the Contractor, constitute the entire agreement. Any previous agreements and understanding between the parties regarding the subject matter of this Contract, whether oral or in writing, are superseded by the Contract. Any amendments, modifications, or change orders must be in writing. Any change orders require the agreement of the Contractor and shall include appropriate modifications to the contract price to include the Contractor’s cost of labor, material, equipment, and reasonable overhead and profit.
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Approved By:_____Date:_____

Dun-Right Services, Inc.
Leading the way in coatings solutions

1516 W. Palmetto Street
Florence, SC 29501
(843) 317-1144

PROPOSAL

Proposal Submitted To	Date	Bid Date	Time
Columbia County	July 9, 2025		10:14:38 AM
Street Address	**Job Name**		
2140 William Few Parkway	2025 Manhole Rehabilitation		
City, State, and Zip Code	**Job Location**		
Grovetown, GA 30813	Martinez, GA		
Attention	**Office Number**	**Cell Phone Number**	
Daniel Hyman - dhyman@columbiacountyga.gov	(706) 210-3104		

To provide all labor, materials, equipment and supervision necessary to prepare, rehabilitate & top coat the interior of the existing manholes as scheduled below:

- **High pressure wash (5000 psi @ 5 gpm) clean/degrease, removing all dirt, residues and contaminates.**
- **Patch/Repair all minor voids, as necessary, with Quadex Hyperform rapid setting, high early strength patching material and/or Strong Seal QSR, a rapid setting calcium aluminate fiberglass reinforced corrosion resistant repair mortar.**
- **Rehabilitate existing substrate with Raven 755, reinforced, spray applied high early strength underlayment / repair material, as indicated below.**
- **Top Coat with Raven 405 Ultra high build epoxy as indicated below.**
- **The monolithic epoxy coating of entire structure will be inspected with high voltage holiday detection equipment.**

SSMH-18477: EXISTING 4' DIA. X 15.17' DEEP ECCENTRIC CONE MANHOLE - $11,008.00
APPLY UP TO 1" THICK CEMENTITIOUS MORTAR BASE COAT, AS NEEDED, AND
125 MILS EPOXY TOP COAT

SSMH-18476: EXISTING 4' DIA. X 13.83' DEEP ECCENTRIC CONE MANHOLE - $10,036.00
APPLY UP TO 1" THICK CEMENTITIOUS MORTAR BASE COAT, AS NEEDED, AND
125 MILS EPOXY TOP COAT

SSMH-18475: EXISTING 4' DIA. X 17.08' DEEP ECCENTRIC CONE MANHOLE - $12,394.00
APPLY UP TO 1" THICK CEMENTITIOUS MORTAR BASE COAT, AS NEEDED, AND
125 MILS EPOXY TOP COAT

SSMH-9377: EXISTING 4' DIA. X 13.75' DEEP ECCENTRIC CONE MANHOLE - $9,978.00
APPLY UP TO 1" THICK CEMENTITIOUS MORTAR BASE COAT, AS NEEDED, AND
125 MILS EPOXY TOP COAT

SSMH-9376: EXISTING 4' DIA. X 12.67' DEEP ECCENTRIC CONE MANHOLE - $9,194.00
APPLY UP TO 1" THICK CEMENTITIOUS MORTAR BASE COAT, AS NEEDED, AND
125 MILS EPOXY TOP COAT

SSMH-9378: EXISTING 4' DIA. X 9.75' DEEP ECCENTRIC CONE MANHOLE - $7,075.00
APPLY UP TO 1" THICK CEMENTITIOUS MORTAR BASE COAT, AS NEEDED, AND
125 MILS EPOXY TOP COAT

SSMH-11474: EXISTING 4' DIA. X 5.67' DEEP ECCENTRIC CONE MANHOLE - $4,114.00
APPLY UP TO 1" THICK CEMENTITIOUS MORTAR BASE COAT, AS NEEDED, AND
125 MILS EPOXY TOP COAT

SSMH-242975: EXISTING 4' DIA. X 9.67' DEEP ECCENTRIC CONE MANHOLE - $7,017.00
APPLY UP TO 1" THICK CEMENTITIOUS MORTAR BASE COAT, AS NEEDED, AND
125 MILS EPOXY TOP COAT

SSMH-4531: EXISTING 4' DIA. X 12' DEEP ECCENTRIC CONE MANHOLE - $8,708.00
APPLY UP TO 1" THICK CEMENTITIOUS MORTAR BASE COAT, AS NEEDED, AND
125 MILS EPOXY TOP COAT

SSMH-5166: EXISTING 4' DIA. X 6.33' DEEP ECCENTRIC CONE MANHOLE - $4,593.00
APPLY UP TO 1" THICK CEMENTITIOUS MORTAR BASE COAT, AS NEEDED, AND
125 MILS EPOXY TOP COAT

Acceptance of Proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted. Dun-Right Services is authorized to do the work as specified. Payment will be made as outlined above.

Signature | Date of Acceptance | File Completed and Uploaded

Dun-Right Services, Inc.
Leading the way in coatings solutions

1516 W. Palmetto Street
Florence, SC 29501
(843) 317-1144

PROPOSAL

Proposal Submitted To	Date	Bid Date	Time
Columbia County	July 9, 2025		10:14:38 AM
Street Address	**Job Name**		
2140 William Few Parkway	2025 Manhole Rehabilitation		
City, State, and Zip Code	**Job Location**		
Grovetown, GA 30813	Martinez, GA		
Attention	**Office Number**	**Cell Phone Number**	
Daniel Hyman - dhyman@columbiacountyga.gov	(706) 210-3104	-	

SSMH-8288: EXISTING 4' DIA. X 8' DEEP ECCENTRIC CONE MANHOLE - $5,805.00
APPLY UP TO 1" THICK CEMENTITIOUS MORTAR BASE COAT, AS NEEDED, AND
125 MILS EPOXY TOP COAT

SSMH-1488: EXISTINNG 4' DIA. X 11.5' DEEP ECCENTRIC CONE MANHOLE - $8,345.00
APPLY UP TO 1" THICK CEMENTITIOUS MORTAR BASE COAT, AS NEEDED, AND
125 MILS EPOXY TOP COAT

SSMH-10421: EXISTING 4' DIA. X 7.42' DEEP ECCENTRIC CONE MANHOLE - $5,384.00
APPLY UP TO 1" THICK CEMENTITIOUS MORTAR BASE COAT, AS NEEDED, AND
125 MILS EPOXY TOP COAT

SSMH-5400: EXISTING 4' DIA. X 5.5' DEEP ECCENTRIC CONE MANHOLE - $3,991.00
APPLY UP TO 1" THICK CEMENTITIOUS MORTAR BASE COAT, AS NEEDED, AND
125 MILS EPOXY TOP COAT

Notes:

- **All work will be done in accordance with manufacturers' recommendations and current industry standards.**
- **Non-typical repairs/coatings will be negotiated on site.**
- **Unforeseen major leaks that require chemical grouting injections in addition to our standard patch/repair are not included in pricing unless otherwise specified. Extent of major leaks cannot be determined until surface prep. Dun-Right Services, Inc. will perform chemical grouting repairs on a time and materials rate.**
- **Removal of existing water/debris by others in combination with Dun-Right's mobilization (if required).**
- **Bypass or shut-off by others (if required).**
- **Debris Disposal by others (if required).**
- **Access to within 50' of each structure/hole by others.**
- **Water supplied by others.**
- **Performance and payment bonding expenses by others (if required).**
- **Should verified dimensions differ from those provided on quotation above, additional invoicing shall be based on the same "per square foot" unit price as the above quote.**
- **Traffic Control, other than cones and non-directional signs, by others (if required).**
- **Unless otherwise noted on this proposal, only the concrete surfaces of proposed structures are quoted.**

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of: As Per Above dollars ($ _____).

Net 30 days (unless specified otherwise). A surcharge of 1.5% of the unpaid monthly balance will be added on late payments. The quotation is contingent upon our inspection of applicable drawings and/or site visit, and inspection of specifications, special conditions, and owner/contractor documents.

All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature _____ Note: This proposal may be withdrawn by us if not accepted within 30 days.

Curren Porter-Waters, Estimator (843) 317-1144 Ext 3

Acceptance of Proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted. Dun-Right Services is authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date of Acceptance _____

ENGINEERED SPRAY SOLUTIONS
AN ALLCLEAR COMPANY

1306 Banana Road, Lakeland, Florida 33810
Local Phone • 863-859-3889
Toll Free • 800-329-3889

July 7, 2025

TO: Daniel Hyman
Columbia County Utilities
2140 William Few Parkway
Grovetown, GA 30813

Project: Columbia County Utilities – Fourteen (14) manholes to be lined with the Asset owners preferred coating system

Scope of Work:

- Mobilize competent crew of four to five (4-5) and capable equipment to the Columbia, GA project sites.
- The total of all the 48" diameter manhole structures measures to an estimated 148 vertical feet to be lined.
- Perform a 5,000-psi high pressure water cleaning of each structure.
- Inspect manhole structure's interior surface for surface defects. Rapid Set mortar mix is estimated for proper surface rebuilding as needed.
- Removal of existing steps
- Rebuild bench area as needed.
- Define flow channel as needed.
- No Existing coating removal has been accounted for.
- Chemical grout injection of 355-1K for water stop within the structures as needed.
- OPTION 1: Spray-apply 250 mils of SprayWall protective liner to all interior surfaces including chimney, walls, and bench areas. A Termination groove will be cut at the flow channels. The flow channels are not to be lined.
- OPTION 2: Spray-apply 250 mils of EpoxyTecCPP protective liner to all interior surfaces including chimney, walls, and bench areas. A Termination groove will be cut at the flow channels. The flow channels are not to be lined.
- A visual inspection and electronic holiday detection will be performed on the chosen coating to ensure a monolith pinhole free coating.
- ESS to provide any maintenance of traffic.
- Bypassing is not included in this proposal.
- County to maintain force main flows to allow for maximum working time.
- Seven to ten (7-10) working days are estimated to complete the coating work portion of the project.

Inclusions: Pre- and post-application photos of each structure. OSHA-10 and OSHA-30 certified crew members with appropriate safety equipment and safety plan, maintenance of traffic,

Exclusions: Project permitting, any dewatering, bonding, bypassing of wastewater

Columbia County, GA- Fourteen (14) Manholes to be Repaired and Lined with the chosen Lining System

Notes: Up to eighty-four (84) gallons of 355 1k chemical grout for water stop is accounted for in this proposal. However, chemical grout for water stop if required beyond forty-eight gallons, will be invoiced at $185.00/gallon, at a minimum of 6 gallons, with approved change order. Standby of crew for situations beyond our control could result in additional charges. Any items not included in the above Scope of Work are considered excluded and would be completed only by approved change order. Standby of crew for situations beyond our control could result in additional charges. Any items not included in the above Scope of Work are considered excluded and would be completed only by approved change order. Project is bid based on standard daylight work hours. Balance is due upon completion. Proposal price is valid for 30 days.

Columbia County – Fourteen (14) manholes to be structurally repaired and coated with the Spray Wall or EpoxyTec Lining System.

SPRAYWALL OPTION

Manhole 18477-	$12,095.00
Manhole 18476-	$11,563.00
Manhole 18475-	$13,147.00
Manhole 9377-	$11,433.00
Manhole 9376-	$10,771.00
Manhole 9378-	$9,329.00
Manhole 11474-	$7,095.00
Manhole 242975-	$9,199.00
Manhole 4531-	$10,511.00
Manhole 5166-	$7,355.00
Manhole 8288-	$8,407.00
Manhole 1488-	$10,251.00
Manhole 10421-	$8,147.00
Manhole 5400-	$7,095.00
SprayWall Total:	**$136,398.00**

Columbia County, GA- Fourteen (14) Manholes to be Repaired and Lined with the chosen Lining System

EPOXYTEC CPP OPTION:

Manhole 18477-	$10,800.00
Manhole 18476-	$10,080.00
Manhole 18475-	$12,240.00
Manhole 9377-	$9,900.00
Manhole 9376-	$9,000.00
Manhole 9378-	$7,020.00
Manhole 11474-	$3,960.00
Manhole 242975-	$6,840.00
Manhole 4531-	$8,640.00
Manhole 5166-	$4,320.00
Manhole 8288-	$5,760.00
Manhole 1488-	$8,280.00
Manhole 10421-	$5,400.00
Manhole 5400-	$3,960.00
Project Total:	**$106,200.00**

Respectfully Submitted,

Jacob Hensley

Jacob Hensley
Estimator
(863) 308-0126
jhensley@acus-us.com

Columbia County, GA- Fourteen (14) Manholes to be Repaired and Lined with the chosen Lining System

It is mutually understood that in undertaking to correct/repair conditions present, other conditions that were hidden may become known. Such consequences will be beyond ESS's control, and ESS assumes no responsibility for such consequences. ESS will however, use its best skills and experience to avoid or minimize them. The owner assumes responsibility for any hazardous waste uncovered at this site.

1. The *buyer* has furnished pre-bid information used in planning the work covered in this proposal to ESS, and ESS assumes no responsibility for its accuracy. If the conditions are not in accordance with the information furnished to ESS by the *buyer* or others, the recommended procedures and scope of work in this proposal may not apply. The *buyer* will reimburse any additional expenses incurred by ESS as a result of this difference to ESS. Should ESS Discover any such conditions, they shall report them to the owner and will not commence any additional work until the owner approves the charges.

2. Any items of work not specifically included in this proposal shall not be the responsibility of ESS. Any alteration or deviation from the attached or referenced specifications, involving extra costs will be executed only upon written orders, and will become an extra charge over and above this proposal. All agreements are contingent upon strikes, accidents, or delays beyond our control.

3. It is mutually agreed that ESS shall retain all rights conferred upon it by the lien statues of any State, Federal, or Territorial Government and will exercise lien rights if necessary. If ESS is not paid when required by this contract, interest of 1.5% will be charged per month. If the delinquent amount is referred to an attorney for collection, the buyer will pay all costs of collection including reasonable attorney fees and court costs. Should any legal action be required as a result of this contract, the venue for such action shall be Polk County Florida.

4. Our proposal is based on carrying out the work in a continuous manner during regular working hours. Should our work be delayed or interrupted for any reason beyond our control we will be compensated for standby of the crew and equipment.

5. If conditions beyond ESS's control make it impossible for us to render performance as specified, and buyer elects to terminate the contract, ESS will be entitled to a cancellation charge for any job set-up, in addition to reimbursement in full for all of ESS's costs (including labor, materials, and overhead), plus reasonable profit for all work performed to date of written notification by the buyer.

6. By executing this contract, owner agrees that all vendor requirements, including but not limited to pre- qualification, insurance, W-9, etc., have been adequately met.

Public Works and Engineering Services Committee
February 3, 2026

Fund:	Water Utility General Operating Fund Water Utility General Operating Fund Water Utility General Operating Fund	Department:	Water Utility
Revenue:	$0.00 $0.00 $0.00	Contact:	Stacey Gordon
Expenses:	$12,712.22 $50,459.64 $69,166.29	Phone:	706-868-3474
Line Codes(s):	511-5000-533035 511-5115-533035 511-5105-533035		

ITEM: A Maintenance Agreement with Yancey Power Systems for Eight Generators

BACKGROUND: A maintenance agreement with Yancey Power Systems for our eight large generators (500 KW and greater). Yancy Power Systems maintains generators at four treatment plants and one generator at the Water Utility Administration Building. This agreement is for a three-year period, with a total fee of $132,338.15. The cost will be applied across three line codes: 511-5000-533035, 511-5105-533035, and 511-5115-533035.

STAFF RECOMMENDATION: Staff recommends the approval of this agreement.

COMMITTEE COMMENTS: Forward to Consent Agenda.

COMMITTEE RECOMMENDATION / MOTION: *Approved a Maintenance Agreement with Yancey Power Systems for eight generators in the amount of $132,338.15; 511.5000.533035, 511.5105.533035 and 511.5115.533035.*

Yancey Power Systems
1459 US Highway 80E
Pooler, GA 31322

Planned Customer Value Agreement

Customer (Account #): **Columbia County Water Clarks Hill (#900813)**
Bill-To Company Name: **Columbia County Water**
Equipment Location: **5767 Clarks Hill Rd, , Appling, Ga, 30802**
On Site Contact: **John Maldonado**
Reports furnished to: **0**
Agreement Period: **3 year(s)**
Agreement Commences: **November 1, 2025**

We are pleased to provide the following planned preventative maintenance services for your Power Systems equipment. Services will be scheduled for Normal Business Hours.

NFPA110 - 2019 Level 1 (Life Safety)	Service Level	Frequency / Scope	3 Year Total Contract Pricing	
			As Performed	If Paid Annually
A.8.3.1	Level I Inspection	Quarterly	$ 8,078.60	$ 7,674.67
A.8.3.1	Level 2 Service	Change every year	$ 11,166.06	$ 10,607.76
8.3.2	Oil Sampling	Annually (included in L2)	$ -	$ -
A.8.3.1	Coolant Sampling	Annually	$ 260.08	$ 247.08
8.4.2 & 8.4.9	Load Bank Test	Declined	$ -	$ -
8.3.4	ATS Inspection	Declined	$ -	$ -
8.3.7 & A.7.9.1	Fuel Tank Audit	Declined	$ -	$ -
A.5.6.4.5.1	Battery Change	3 Yr Term - Change in 2	$ 1,152.33	$ 1,094.71
	Coolant Change	Declined	$ -	$ -
	Insulation Resistance Test	Declined	$ -	$ -
	Infrared Scan	Declined	$ -	$ -
	Other Services	0	$ -	$ -
	Cat Connect	Declined	$ -	$ -
		Sub Total	**$ 20,657.06**	$ 19,624.21
		Estimated Sales Tax	**$ -**	$ -
		EPD Supplies and Environmental	**$ 849.85**	$ 807.36
		Grand Total	**$ 21,506.92**	$ 20,431.57

	Annual Total	Tax	Sup & Env	As Performed Total	If Paid Annually Total
Year 1	$ 6,552.60	$ -	$ 269.58	**$ 6,822.18**	**$ 6,481.07**
Year 2	$ 6,880.23	$ -	$ 283.06	**$ 7,163.29**	**$ 6,805.12**
Year 3	$ 7,224.24	$ -	$ 297.21	**$ 7,521.45**	**$ 7,145.38**
Grand Total	**$ 20,657.06**	**$ -**	**$ 849.85**	**$ 21,506.92**	**$ 20,431.57**

Rev 4.19.19.1

Planned Performance Customer Value Agreement

Performing planned inspections and maintenance services in accordance with the manufacturer's O&M (Operations & Maintenance) recommendations is critical for the reliable operation of power systems equipment.

Yancey's Responsibilities

The service levels referenced above do not represent the complete list of operation and maintenance items as recommended by the manufacturer of the power systems equipment. Rather, they serve to clarify the scope of services provided to owner by Yancey pursuant to this agreement. The covered equipment, as well as annual pricing for multi-year agreements, is detailed on Schedule A.

Yancey Power Systems will initiate communication to schedule services at owner's convenience during the hours of operation referenced above. If Yancey personnel are delayed in being able to arrive at the scheduled time, a representative from Yancey will notify the site contact accordingly.

All inspections and maintenance services will be performed by Yancey's factory-trained technicians. The technicians will assess equipment condition and appearance, perform a comprehensive check of critical systems, and identify repairs or maintenance required for optimal performance. A copy of the inspection report and a list of itemized recommendations will be furnished after each inspection.

Any work to remedy or repair equipment as identified in the inspection report will be performed by Yancey upon approval from owner. All subsequent repairs and services performed by Yancey will be invoiced separately from the contracted amount above at preferred rates.

Owner's Responsibilities

The owner retains responsibility for ensuring the safety of the emergency power system and surrounding area, performing all routine checks as recommended by the manufacturer's operation and maintenance guidelines, as well as regular "exercising" of the emergency power system in accordance with manufacturer's guidelines.

A maintenance and testing log should be kept which records this work. Yancey Power will be happy to supply a recommended example upon request.

Owner is responsible for making the site and equipment available to Yancey personnel to perform scheduled services. Out of respect for our staff and our other clients, we ask that you give us at least 24hrs. notice if you need to cancel or reschedule an appointment.

- The first time a client misses an appointment, we will make a note in your file
- All future missed appointments will incur a $100 fee

Owner must remain current on payments to Yancey.

Terms and Conditions

This service agreement is limited to the scope of services referenced on page one. Yancey will perform inspections and services in accordance with OEM standards, but does not guarantee or warranty the detection of defective or malfunctioning parts or systems, nor does Yancey guarantee the operating performance of the equipment.

With the exception of customer support agreements with even payment terms, parties may cancel this agreement for any reason by providing 30 days written notice.

Please invoice me

PO# for Annually Up Front ☐ PO# for As Work is Performed ☐

For Yancey Power Systems		**For Columbia County Water**	
Signed	Zach Worley	Signed	
By:	Zach Worley	By:	
Date:		Date:	
Address:	1459 US Highway 80E	Address:	
	Pooler, GA 31322		
Tel:	(706) 830-2394		

Customer Account #:	900813
Credit Terms	Open Account
PO / Card supplied	Yes
Billing type	As-Performed

Rev 4.19.19.1

Schedule A

Equipment ID: **0**
Make: Cummins
Model: DCQB
Rating: 750kW
Serial Number: B090233024
ATS ID(s):
Fuel Tank Type:

Equipment ID:
Make:
Model:
Rating:
Serial Number:
ATS ID(s):
Fuel Tank Type:

Equipment ID:
Make:
Model:
Rating:
Serial Number:
ATS ID(s):
Fuel Tank Type:

Equipment ID:
Make:
Model:
Rating:
Serial Number:
ATS ID(s):
Fuel Tank Type:

Additional Comments / Clarifications

Yancey Power Systems
1459 US Highway 80E
Pooler, GA 31322

Planned Customer Value Agreement

Customer (Account #): **Columbia County Water Jim Blanchard (#900813)**
Bill-To Company Name: **832 Point Comfort Rd**
Equipment Location: **, , Martinez, GA, 30907**
On Site Contact: **John Maldonado**
Reports furnished to: **0**
Agreement Period: **3 year(s)**
Agreement Commences: **January 0, 1900**

We are pleased to provide the following planned preventative maintenance services for your Power Systems equipment. Services will be scheduled for Normal Business Hours.

NFPA110 - 2019 Level 1 (Life Safety)	Service Level	Frequency / Scope	3 Year Total Contract Pricing	
			As Performed	If Paid Annually
A.8.3.1	Level I Inspection	Quarterly	$ 13,595.16	$ 12,915.40
A.8.3.1	Level 2 Service	Change every year	$ 35,225.31	$ 33,464.04
8.3.2	Oil Sampling	Annually (included in L2)	$ -	$ -
A.8.3.1	Coolant Sampling	Annually	$ 780.24	$ 741.23
8.4.2 & 8.4.9	Load Bank Test	Declined	$ -	$ -
8.3.4	ATS Inspection	Declined	$ -	$ -
8.3.7 & A.7.9.1	Fuel Tank Audit	Declined	$ -	$ -
A.5.6.4.5.1	Battery Change	Declined	$ -	$ -
	Coolant Change	Declined	$ -	$ -
	Insulation Resistance Test	Declined	$ -	$ -
	Infrared Scan	Declined	$ -	$ -
	Other Services	0	$ -	$ -
	Cat Connect	Declined	$ -	$ -
		Sub Total	**$ 49,600.71**	$ 47,120.67
		Estimated Sales Tax	**$ -**	$ -
		EPD Supplies and Environmental	**$ 1,699.00**	$ 1,614.05
		Grand Total	**$ 51,299.71**	$ 48,734.72

	Annual Total	Tax	Sup & Env	As Performed Total	If Paid Annually Total
Year 1	$ 15,733.77	$ -	$ 538.94	**$ 16,272.71**	**$ 15,459.07**
Year 2	$ 16,520.46	$ -	$ 565.88	**$ 17,086.34**	**$ 16,232.02**
Year 3	$ 17,346.48	$ -	$ 594.18	**$ 17,940.66**	**$ 17,043.63**
Grand Total	**$ 49,600.71**	**$ -**	**$ 1,699.00**	**$ 51,299.71**	**$ 48,734.72**

Planned Performance Customer Value Agreement

Performing planned inspections and maintenance services in accordance with the manufacturer's O&M (Operations & Maintenance) recommendations is critical for the reliable operation of power systems equipment.

Yancey's Responsibilities

The service levels referenced above do not represent the complete list of operation and maintenance items as recommended by the manufacturer of the power systems equipment. Rather, they serve to clarify the scope of services provided to owner by Yancey pursuant to this agreement. The covered equipment, as well as annual pricing for multi-year agreements, is detailed on Schedule A.

Yancey Power Systems will initiate communication to schedule services at owner's convenience during the hours of operation referenced above. If Yancey personnel are delayed in being able to arrive at the scheduled time, a representative from Yancey will notify the site contact accordingly.

All inspections and maintenance services will be performed by Yancey's factory-trained technicians. The technicians will assess equipment condition and appearance, perform a comprehensive check of critical systems, and identify repairs or maintenance required for optimal performance. A copy of the inspection report and a list of itemized recommendations will be furnished after each inspection.

Any work to remedy or repair equipment as identified in the inspection report will be performed by Yancey upon approval from owner. All subsequent repairs and services performed by Yancey will be invoiced separately from the contracted amount above at preferred rates.

Owner's Responsibilities

The owner retains responsibility for ensuring the safety of the emergency power system and surrounding area, performing all routine checks as recommended by the manufacturer's operation and maintenance guidelines, as well as regular "exercising" of the emergency power system in accordance with manufacturer's guidelines.

A maintenance and testing log should be kept which records this work. Yancey Power will be happy to supply a recommended example upon request.

Owner is responsible for making the site and equipment available to Yancey personnel to perform scheduled services. Out of respect for our staff and our other clients, we ask that you give us at least 24hrs. notice if you need to cancel or reschedule an appointment.

- The first time a client misses an appointment, we will make a note in your file
- All future missed appointments will incur a $100 fee

Owner must remain current on payments to Yancey.

Terms and Conditions

This service agreement is limited to the scope of services referenced on page one. Yancey will perform inspections and services in accordance with OEM standards, but does not guarantee or warranty the detection of defective or malfunctioning parts or systems, nor does Yancey guarantee the operating performance of the equipment.

With the exception of customer support agreements with even payment terms, parties may cancel this agreement for any reason by providing 30 days written notice.

Please invoice me

PO# for Annually Up Front ☐ PO# for As Work is Performed ☐

For Yancey Power Systems		**For 832 Point Comfort Rd**	
Signed	Zach Worley	Signed	
By:	Zach Worley	By:	
Date:		Date:	
Address:	1459 US Highway 80E	Address:	
	Pooler, GA 31322		
Tel:	(706) 830-2394		

Customer Account #:	900813
Credit Terms	Open Account
PO / Card supplied	Yes
Billing type	As-Performed

Rev 4.19.19.1

Schedule A

Equipment ID:	**0**		
Make:	CAT	CAT	CAT
Model:	3512	3512	3512
Rating:	1250kW	1250kW	1250kW
Serial Number:	CMJ00575	CMJ01726	CMJ01727
ATS ID(s):			
Fuel Tank Type:			

Equipment ID:
Make:
Model:
Rating:
Serial Number:
ATS ID(s):
Fuel Tank Type:

Equipment ID:
Make:
Model:
Rating:
Serial Number:
ATS ID(s):
Fuel Tank Type:

Equipment ID:
Make:
Model:
Rating:
Serial Number:
ATS ID(s):
Fuel Tank Type:

Additional Comments / Clarifications

Rev 4.19.19.1

Yancey Power Systems
1459 US Highway 80E
Pooler, GA 31322

Planned Customer Value Agreement

Customer (Account #): **Columbia County Water William Few (#900813)**
Bill-To Company Name: **Columbia County Water**
Equipment Location: **2140 William Few Parkway, , Grovetown, GA, 30813**
On Site Contact: **0**
Reports furnished to: **0**
Agreement Period: **3 year(s)**
Agreement Commences: **November 1, 2025**

We are pleased to provide the following planned preventative maintenance services for your Power Systems equipment. Services will be scheduled for Normal Business Hours.

NFPA110 - 2019 Level 1 (Life Safety)	Service Level	Frequency / Scope	3 Year Total Contract Pricing	
			As Performed	If Paid Annually
A.8.3.1	Level I Inspection	Quarterly	$ 6,271.84	$ 5,958.24
A.8.3.1	Level 2 Service	Change every year	$ 5,491.72	$ 5,217.13
8.3.2	Oil Sampling	Annually (included in L2)	$ -	$ -
A.8.3.1	Coolant Sampling	Annually	$ 260.08	$ 247.08
8.4.2 & 8.4.9	Load Bank Test	Declined	$ -	$ -
8.3.4	ATS Inspection	Declined	$ -	$ -
8.3.7 & A.7.9.1	Fuel Tank Audit	Declined	$ -	$ -
A.5.6.4.5.1	Battery Change	3 Yr Term - Change in 2	$ 749.53	$ 712.06
	Coolant Change	Declined	$ -	$ -
	Insulation Resistance Test	Declined	$ -	$ -
	Infrared Scan	Declined	$ -	$ -
	Other Services	0	$ -	$ -
	Cat Connect	Declined	$ -	$ -
		Sub Total	**$ 12,773.17**	$ 12,134.51
		Estimated Sales Tax	**$ -**	$ -
		EPD Supplies and Environmental	**$ 608.11**	$ 577.71
		Grand Total	**$ 13,381.28**	$ 12,712.22

	Annual Total	Tax	Sup & Env	As Performed Total	If Paid Annually Total
Year 1	$ 4,051.76	$ -	$ 192.90	**$ 4,244.66**	**$ 4,032.42**
Year 2	$ 4,254.35	$ -	$ 202.54	**$ 4,456.89**	**$ 4,234.05**
Year 3	$ 4,467.06	$ -	$ 212.67	**$ 4,679.74**	**$ 4,445.75**
Grand Total	**$ 12,773.17**	**$ -**	**$ 608.11**	**$ 13,381.28**	**$ 12,712.22**

Planned Performance Customer Value Agreement

Performing planned inspections and maintenance services in accordance with the manufacturer's O&M (Operations & Maintenance) recommendations is critical for the reliable operation of power systems equipment.

Yancey's Responsibilities

The service levels referenced above do not represent the complete list of operation and maintenance items as recommended by the manufacturer of the power systems equipment. Rather, they serve to clarify the scope of services provided to owner by Yancey pursuant to this agreement. The covered equipment, as well as annual pricing for multi-year agreements, is detailed on Schedule A.

Yancey Power Systems will initiate communication to schedule services at owner's convenience during the hours of operation referenced above. If Yancey personnel are delayed in being able to arrive at the scheduled time, a representative from Yancey will notify the site contact accordingly.

All inspections and maintenance services will be performed by Yancey's factory-trained technicians. The technicians will assess equipment condition and appearance, perform a comprehensive check of critical systems, and identify repairs or maintenance required for optimal performance. A copy of the inspection report and a list of itemized recommendations will be furnished after each inspection.

Any work to remedy or repair equipment as identified in the inspection report will be performed by Yancey upon approval from owner. All subsequent repairs and services performed by Yancey will be invoiced separately from the contracted amount above at preferred rates.

Owner's Responsibilities

The owner retains responsibility for ensuring the safety of the emergency power system and surrounding area, performing all routine checks as recommended by the manufacturer's operation and maintenance guidelines, as well as regular "exercising" of the emergency power system in accordance with manufacturer's guidelines.

A maintenance and testing log should be kept which records this work. Yancey Power will be happy to supply a recommended example upon request.

Owner is responsible for making the site and equipment available to Yancey personnel to perform scheduled services. Out of respect for our staff and our other clients, we ask that you give us at least 24hrs. notice if you need to cancel or reschedule an appointment.

- The first time a client misses an appointment, we will make a note in your file
- All future missed appointments will incur a $100 fee

Owner must remain current on payments to Yancey.

Terms and Conditions

This service agreement is limited to the scope of services referenced on page one. Yancey will perform inspections and services in accordance with OEM standards, but does not guarantee or warranty the detection of defective or malfunctioning parts or systems, nor does Yancey guarantee the operating performance of the equipment.

With the exception of customer support agreements with even payment terms, parties may cancel this agreement for any reason by providing 30 days written notice.

Please invoice me

PO# for Annually Up Front ☐ PO# for As Work is Performed ☐

For Yancey Power Systems		**For Columbia County Water**	
Signed	Zach Worley	Signed	
By:	Zach Worley	By:	
Date:		Date:	
Address:	1459 US Highway 80E	Address:	
	Pooler, GA 31322		
Tel:	(706) 830-2394		

Customer Account #:	900813
Credit Terms	Open Account
PO / Card supplied	Yes
Billing type	As-Performed

Rev 4.19.19.1

Schedule A

Equipment ID: **0**
Make: CAT
Model: C15
Rating: 500kW
Serial Number: T3300819
ATS ID(s):
Fuel Tank Type:

Equipment ID:
Make:
Model:
Rating:
Serial Number:
ATS ID(s):
Fuel Tank Type:

Equipment ID:
Make:
Model:
Rating:
Serial Number:
ATS ID(s):
Fuel Tank Type:

Equipment ID:
Make:
Model:
Rating:
Serial Number:
ATS ID(s):
Fuel Tank Type:

Additional Comments / Clarifications

Yancey Power Systems
1459 US Highway 80E
Pooler, GA 31322

Planned Customer Value Agreement

Customer (Account #): **Columbia County Water Little River (#900813)**
Bill-To Company Name: **Columbia County Water**
Equipment Location: **1130 Maple Court, , Evans, GA, 30809**
On Site Contact: **John Maldonado**
Reports furnished to: **0**
Agreement Period: **3 year(s)**
Agreement Commences: **November 1, 2025**

We are pleased to provide the following planned preventative maintenance services for your Power Systems equipment. Services will be scheduled for Normal Business Hours.

NFPA110 - 2019 Level 1 (Life Safety)	Service Level	Frequency / Scope	3 Year Total Contract Pricing	
			As Performed	If Paid Annually
A.8.3.1	Level I Inspection	Quarterly	$ 9,849.99	$ 9,357.49
A.8.3.1	Level 2 Service	Change every year	$ 22,405.95	$ 21,285.65
8.3.2	Oil Sampling	Annually (included in L2)	$ -	$ -
A.8.3.1	Coolant Sampling	Annually	$ 520.16	$ 494.15
8.4.2 & 8.4.9	Load Bank Test	Declined	$ -	$ -
8.3.4	ATS Inspection	Declined	$ -	$ -
8.3.7 & A.7.9.1	Fuel Tank Audit	Declined	$ -	$ -
A.5.6.4.5.1	Battery Change	3 Yr Term - Change in 3	$ 3,456.98	$ 3,284.13
	Coolant Change	Declined	$ -	$ -
	Insulation Resistance Test	Declined	$ -	$ -
	Infrared Scan	Declined	$ -	$ -
	Other Services	0	$ -	$ -
	Cat Connect	Declined	$ -	$ -
		Sub Total	**$ 36,233.08**	$ 34,421.43
		Estimated Sales Tax	**$ -**	$ -
		EPD Supplies and Environmental	**$ 1,247.25**	$ 1,184.88
		Grand Total	**$ 37,480.33**	$ 35,606.31

	Annual Total	Tax	Sup & Env	As Performed Total	If Paid Annually Total
Year 1	$ 11,493.44	$ -	$ 395.64	**$ 11,889.08**	**$ 11,294.63**
Year 2	$ 12,068.12	$ -	$ 415.42	**$ 12,483.53**	**$ 11,859.36**
Year 3	$ 12,671.52	$ -	$ 436.19	**$ 13,107.71**	**$ 12,452.33**
Grand Total	**$ 36,233.08**	**$ -**	**$ 1,247.25**	**$ 37,480.33**	**$ 35,606.31**

Planned Performance Customer Value Agreement

Performing planned inspections and maintenance services in accordance with the manufacturer's O&M (Operations & Maintenance) recommendations is critical for the reliable operation of power systems equipment.

Yancey's Responsibilities

The service levels referenced above do not represent the complete list of operation and maintenance items as recommended by the manufacturer of the power systems equipment. Rather, they serve to clarify the scope of services provided to owner by Yancey pursuant to this agreement. The covered equipment, as well as annual pricing for multi-year agreements, is detailed on Schedule A.

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Any work to remedy or repair equipment as identified in the inspection report will be performed by Yancey upon approval from owner. All subsequent repairs and services performed by Yancey will be invoiced separately from the contracted amount above at preferred rates.

Owner's Responsibilities

The owner retains responsibility for ensuring the safety of the emergency power system and surrounding area, performing all routine checks as recommended by the manufacturer's operation and maintenance guidelines, as well as regular "exercising" of the emergency power system in accordance with manufacturer's guidelines.

A maintenance and testing log should be kept which records this work. Yancey Power will be happy to supply a recommended example upon request.

Owner is responsible for making the site and equipment available to Yancey personnel to perform scheduled services. Out of respect for our staff and our other clients, we ask that you give us at least 24hrs. notice if you need to cancel or reschedule an appointment.

- The first time a client misses an appointment, we will make a note in your file
- All future missed appointments will incur a $100 fee

Owner must remain current on payments to Yancey.

Terms and Conditions

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With the exception of customer support agreements with even payment terms, parties may cancel this agreement for any reason by providing 30 days written notice.

Please invoice me

PO# for Annually Up Front ☐ PO# for As Work is Performed ☐

For Yancey Power Systems		**For Columbia County Water**	
Signed	Zach Worley	Signed	
By:	Zach Worley	By:	
Date:		Date:	
Address:	1459 US Highway 80E	Address:	
	Pooler, GA 31322		
Tel:	(706) 830-2394		

Customer Account #:	900813
Credit Terms	Open Account
PO / Card supplied	Yes
Billing type	As-Performed

Rev 4.19.19.1

Schedule A

Equipment ID:	**0**	
Make:	CAT	CAT
Model:	3512	C27
Rating:	1500kW	750kW
Serial Number:	SBG01378	GDS00708
ATS ID(s):		
Fuel Tank Type:		

Equipment ID:
Make:
Model:
Rating:
Serial Number:
ATS ID(s):
Fuel Tank Type:

Equipment ID:
Make:
Model:
Rating:
Serial Number:
ATS ID(s):
Fuel Tank Type:

Equipment ID:
Make:
Model:
Rating:
Serial Number:
ATS ID(s):
Fuel Tank Type:

Additional Comments / Clarifications

Yancey Power Systems
1459 US Highway 80E
Pooler, GA 31322

Planned Customer Value Agreement

Customer (Account #): **Columbia County Water Reed Creek (#900813)**
Bill-To Company Name: **Columbia County Water**
Equipment Location: **578 Stevens Creek Rd, , Augusta, GA, 30907**
On Site Contact: **John Maldonado**
Reports furnished to: **0**
Agreement Period: **3 year(s)**
Agreement Commences: **November 1, 2025**

We are pleased to provide the following planned preventative maintenance services for your Power Systems equipment. Services will be scheduled for Normal Business Hours.

NFPA110 - 2019 Level 1 (Life Safety)	Service Level	Frequency / Scope	3 Year Total Contract Pricing	
			As Performed	If Paid Annually
A.8.3.1	Level I Inspection	Quarterly	$ 6,271.84	$ 5,958.24
A.8.3.1	Level 2 Service	Change every year	$ 7,308.19	$ 6,942.78
8.3.2	Oil Sampling	Annually (included in L2)	$ -	$ -
A.8.3.1	Coolant Sampling	Annually	$ 260.08	$ 247.08
8.4.2 & 8.4.9	Load Bank Test	Declined	$ -	$ -
8.3.4	ATS Inspection	Declined	$ -	$ -
8.3.7 & A.7.9.1	Fuel Tank Audit	Declined	$ -	$ -
A.5.6.4.5.1	Battery Change	3 Yr Term - Change in 3	$ 1,152.33	$ 1,094.71
	Coolant Change	Declined	$ -	$ -
	Insulation Resistance Test	Declined	$ -	$ -
	Infrared Scan	Declined	$ -	$ -
	Other Services	0	$ -	$ -
	Cat Connect	Declined	$ -	$ -
		Sub Total	**$ 14,992.43**	$ 14,242.81
		Estimated Sales Tax	**$ -**	$ -
		EPD Supplies and Environmental	**$ 642.65**	$ 610.52
		Grand Total	**$ 15,635.08**	$ 14,853.33

	Annual Total	Tax	Sup & Env	As Performed Total	If Paid Annually Total
Year 1	$ 4,755.73	$ -	$ 203.85	**$ 4,959.58**	**$ 4,711.60**
Year 2	$ 4,993.51	$ -	$ 214.05	**$ 5,207.56**	**$ 4,947.18**
Year 3	$ 5,243.19	$ -	$ 224.75	**$ 5,467.94**	**$ 5,194.54**
Grand Total	**$ 14,992.43**	**$ -**	**$ 642.65**	**$ 15,635.08**	**$ 14,853.33**

Rev 4.19.19.1

Planned Performance Customer Value Agreement

Performing planned inspections and maintenance services in accordance with the manufacturer's O&M (Operations & Maintenance) recommendations is critical for the reliable operation of power systems equipment.

Yancey's Responsibilities

The service levels referenced above do not represent the complete list of operation and maintenance items as recommended by the manufacturer of the power systems equipment. Rather, they serve to clarify the scope of services provided to owner by Yancey pursuant to this agreement. The covered equipment, as well as annual pricing for multi-year agreements, is detailed on Schedule A.

Yancey Power Systems will initiate communication to schedule services at owner's convenience during the hours of operation referenced above. If Yancey personnel are delayed in being able to arrive at the scheduled time, a representative from Yancey will notify the site contact accordingly.

All inspections and maintenance services will be performed by Yancey's factory-trained technicians. The technicians will assess equipment condition and appearance, perform a comprehensive check of critical systems, and identify repairs or maintenance required for optimal performance. A copy of the inspection report and a list of itemized recommendations will be furnished after each inspection.

Any work to remedy or repair equipment as identified in the inspection report will be performed by Yancey upon approval from owner. All subsequent repairs and services performed by Yancey will be invoiced separately from the contracted amount above at preferred rates.

Owner's Responsibilities

The owner retains responsibility for ensuring the safety of the emergency power system and surrounding area, performing all routine checks as recommended by the manufacturer's operation and maintenance guidelines, as well as regular "exercising" of the emergency power system in accordance with manufacturer's guidelines.

A maintenance and testing log should be kept which records this work. Yancey Power will be happy to supply a recommended example upon request.

Owner is responsible for making the site and equipment available to Yancey personnel to perform scheduled services. Out of respect for our staff and our other clients, we ask that you give us at least 24hrs. notice if you need to cancel or reschedule an appointment.

- The first time a client misses an appointment, we will make a note in your file
- All future missed appointments will incur a $100 fee

Owner must remain current on payments to Yancey.

Terms and Conditions

This service agreement is limited to the scope of services referenced on page one. Yancey will perform inspections and services in accordance with OEM standards, but does not guarantee or warranty the detection of defective or malfunctioning parts or systems, nor does Yancey guarantee the operating performance of the equipment.

With the exception of customer support agreements with even payment terms, parties may cancel this agreement for any reason by providing 30 days written notice.

Please invoice me

PO# for Annually Up Front ☐ PO# for As Work is Performed ☐

For Yancey Power Systems		**For Columbia County Water**	
Signed	Zach Worley	Signed	
By:	Zach Worley	By:	
Date:		Date:	
Address:	1459 US Highway 80E	Address:	
	Pooler, GA 31322		
Tel:	(706) 830-2394		

Customer Account #:	900813
Credit Terms	Open Account
PO / Card supplied	Yes
Billing type	As-Performed

Rev 4.19.19.1

Schedule A

Equipment ID: **0**
Make: CAT
Model: 3408
Rating: 500kW
Serial Number: CCB00965
ATS ID(s):
Fuel Tank Type:

Equipment ID:
Make:
Model:
Rating:
Serial Number:
ATS ID(s):
Fuel Tank Type:

Equipment ID:
Make:
Model:
Rating:
Serial Number:
ATS ID(s):
Fuel Tank Type:

Equipment ID:
Make:
Model:
Rating:
Serial Number:
ATS ID(s):
Fuel Tank Type:

Additional Comments / Clarifications

Public Works and Engineering Services Committee
February 3, 2026

Fund:	Water Utility General Operating Fund	Department:	Water Utility
Revenue:	$10.00	Contact:	Stacey Gordon
Expenses:	$0.00	Phone:	706-868-3474
Line Codes(s):	511-5000-522070		

ITEM: Easement Agreement with Georgia Power at 490 Carole Dr (Parcel # 039 136)

BACKGROUND: This easement will provide Georgia Power with the access they need to maintain and service their equipment at 5803 Columbia Rd. for the new Columbia Road Lift Station. This easement will be a portion of parcel number 050 001H. Valuable consideration of $10.00 paid by Georgia Power Company will be applied to line code 511-5000-522070.

STAFF RECOMMENDATION: Staff recommends the approval of this agreement.

COMMITTEE COMMENTS: Forward to Consent Agenda.

COMMITTEE RECOMMENDATION / MOTION: *Approved an Easement Agreement with Georgia Power for parcel 039136.*

After recording, return to:
Georgia Power Company
Attn: Land Acquisition (Recording)
241 Ralph McGill Blvd NE
Bin 10151
Atlanta, GA 30308-3374

TAX ID: 039 136

PROJECT **2026010216** LETTER FILE DEED FILE MAP FILE

ACCOUNT NUMBER **11112430-GPC9596-VBS-GP300E04925**

NAME OF LINE/PROJECT: **490 CAROLE DR, GROVETOWN (COLUMBIA COUNTY) - DISTRIBUTION LINE**

PARCEL NUMBER **001**

STATE OF GEORGIA
COLUMBIA COUNTY

E A S E M E N T

For and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, in hand paid by GEORGIA POWER COMPANY, a Georgia corporation (the "Company"), the receipt and sufficiency of which are hereby acknowledged, **COLUMBIA COUNTY, GEORGIA** (the "Undersigned", which term shall include heirs, successors and/or assigns), whose mailing Address is **P.O. Box 498, Evans, GA 30809**, does hereby grant and convey to the Company, its successors and assigns, the right, privilege and easement to go in, upon, along, across, under and through the Property (as defined below) for the purposes described herein.

The "Property" is defined as that certain tract of land owned by the Undersigned at 490 CAROLE DR, GROVETOWN, GA 30813 (Tax Parcel ID No. 039 136) in the 129 GMD (Georgia Militia District) of Columbia County, Georgia.

The "Easement Area" is defined as any portion of the Property located (a) within fifteen (15) feet of the centerline of the overhead distribution line(s) as installed in the approximate location(s) shown on "Exhibit A" attached hereto and made a part hereof, (b) within ten (10) feet of the centerline of the underground distribution line(s) as installed in the approximate location(s) shown on "Exhibit A," and (c) within ten (10) feet from each side of any related above-ground equipment and facilities, including without limitation cubicles, transformers and service pedestals, as installed in the approximate location(s) shown in "Exhibit A."

The rights granted herein include and embrace the right of the Company to construct, operate, maintain, repair, renew and rebuild continuously upon and under the Easement Area its lines for transmitting electric current with poles, wires, transformers, service pedestals, anchors, guy wires and other necessary apparatus, fixtures, and appliances; the right to attach communication facilities and related apparatus, fixtures, and appliances to said poles; the

right to stretch communication or other lines within the Easement Area; the right to permit the attachment of the cables, lines, wires, apparatus, fixtures, and appliances of any other company or person to said poles for electrical, communication or other purposes; the right to assign this Easement in whole or in part; the right at all times to enter upon the Easement Area for the purpose of inspecting said lines and/or making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; the right to cut, trim, remove, clear and keep clear of said overhead or underground lines, transformers, fixtures, and appliances all trees and other obstructions that may in the opinion of the Company now or hereafter in any way interfere or be likely to interfere with the proper maintenance and operation of said overhead or underground lines, transformers, fixtures, and appliances; the right of ingress and egress over the Property to and from the Easement Area; and the right to install and maintain electrical and communication lines and facilities to existing and future structure(s) within the Easement Area under the easement terms provided herein. Any timber cut on the Easement Area by or for the Company shall remain the property of the owner of said timber.

The Undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out.

The Company shall not be liable for or bound by any statement, agreement or understanding not herein expressed.

[Signature(s) on Following Page(s)]

IN WITNESS WHEREOF, the Undersigned has/have hereunto set his/her/their hand(s) and seal(s), this _____ day of _____, _____.

Signed, sealed and delivered in the presence of:

_____
Witness

_____
Notary Public

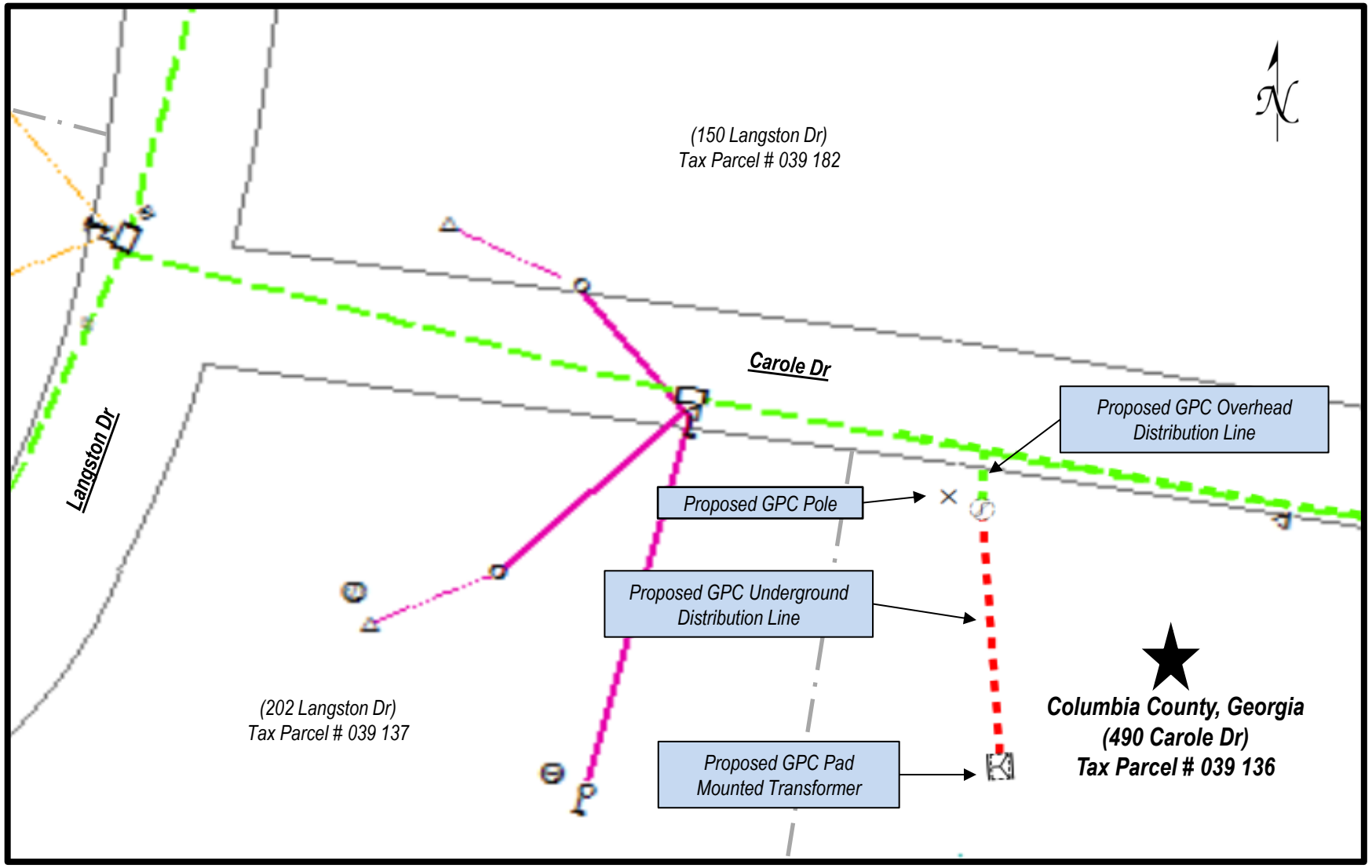
COLUMBIA COUNTY, GEORGIA

By: _____ (SEAL)
Name:
Title:

Attest: _____ (SEAL)
Name:
Title:

[CORPORATE SEAL]

Exhibit "A"



Georgia Power
Land Department

Parcel 001

DRAWING NOT TO SCALE

490 Carole Dr, Grovetown
(Columbia County) - Distribution Line
LIMS # 2026010216

Public Works and Engineering Services Committee
February 3, 2026

Fund:	IPTF	Department:	Traffic Engineering
Revenue:	$0.00	Contact:	Randal Prickett
Expenses:	$35,000.00	Phone:	706-868-4223
Line Codes(s):			

ITEM: Equipment Purchase and Installation of Traffic Cameras at the Intersection of Appling Harlem Rd (US 221/SR 47) and I-20 (SR 402)

BACKGROUND: Location - Appling Harlem Rd (US 221/SR 47) at I-20 (SR 402)

Request – Approve the Equipment Purchase & Installation of Traffic Cameras at Appling Harlem Rd (US 221/SR 47) at I-20 (SR 402) by staff with a not-to-exceed budget of $35,000.00.

History - In August 2025, the Board of Commissioners approved an Indemnification and Hold Harmless Agreement with the Georgia Department of Transportation (GDOT) to install CCTV cameras on poles within the GDOT Right-of-Way (ROW). The Traffic Engineering Department has since secured the permit for this project.

Item	Qty	Est. Unit Cost	Ext. Cost
Bore	1	$6,375.00	$6,375.00
Camera Poles	2	$2,230.00	$4,460.00
Conduit per Linear Foot*	400	$3.00	$1,200.00
Pull Box*	7	$330.00	$2,310.00
Power Service Wire per Linear Foot*	2,000	$1.13	$2,260.00
Wireless Bridge	1	$198.00	$198.00
Camera System	2	$6,251.99	$12,503.98
		Total Estimated Costs	$29,306.98

*Estimated cost based on previous purchases.

Funding - IPTF (Not to exceed $35,000)

Timeline – Upon approval, Traffic Engineering Department will order equipment and install once received.

STAFF RECOMMENDATION: Staff recommends approving the Equipment Purchase & Installation of Traffic Cameras at Appling Harlem Rd (US 221/SR 47) at I-20 (SR 402) by staff with a not-to-exceed budget of $35,000.00.

COMMITTEE COMMENTS: Forward to Consent Agenda.

COMMITTEE RECOMMENDATION / MOTION: *Approved the equipment purchases and installation of traffic cameras at the intersection of Appling Harlem Road and I-20 in the amount of $35,000.*

Highliter Cable Services Inc
3374 Beaver Dr
Augusta, GA 30909 US
+17068255892
hcsi913@gmail.com

Estimate

ADDRESS
Columbia County Traffic

ESTIMATE #	DATE
1183	10/14/2025

JOB NAME
Appling Harlem Cameras

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
(1) 2" Conduit	Bore (1) 2" Conduit	340	12.00	4,080.00
Bore (2) 2" Conduits	Bore (2) 2" Conduits	65	18.00	1,170.00
2" Conduit	2" Roll Conduit	700	1.25	875.00
Delivery	Delivery	1	250.00	250.00

TOTAL **$6,375.00**

Accepted By

Accepted Date

Construction Coordinator_____

GOD BLESS!!

LightMart

Lightmart
1881 Rose Road
Lake Zurich IL 60047 United States

Quote
#QUO44119
10/14/2025

Bill To

Tonny Williams
Columbia County GA - Traffic Engineering & Ops
Evans GA 30809 United States
(706) 312-7164

TOTAL

$4,460.00

Expires: 10/28/2025

Expires	Exp. Close	Sales Rep
10/28/2025	10/14/2025	1013 Amy Bartz

QTY	Item	Options	Rate	Amount
	NOTE Amy - Lightmart (847) 496-7037 abartz@lightmart.com			
2	**QS30F10RTDB-TC** 30 Foot Above Grade Round Tapered Direct Burial Fiberglass Light Pole, Quick Ship --- Top Cap --- Color Black		$2,105.00	$4,210.00
2	**S&H-SUR** Shipping Surcharge		$125.00	$250.00

Subtotal	$4,460.00
Tax Total (%)	$0.00
Total	$4,460.00

DELIVERY INFORMATION: Lightmart and its freight carriers do not unload products. Unloading is the sole responsibility of the recipient and/or customer and recipient and/or customer is required to provide all necessary equipment and/or manpower at the time of delivery. **DELIVERY CLAIMS**: Claims must be made within 7 days of delivery to avoid claim denial. Please make sure all items are received in good condition and that there is no concealed damage prior to signing for the delivery. Notation of damage must be made on the carrier's delivery document. **RETURNS**: New products with their packaging intact may be returned at customer's expense only if you notify us in writing within 14 days of receipt of product and you obtain a Return Authorization number. A minimum restocking fee of 25% will apply to all returns. All poles, brackets, and custom or built-to-order products are **NON-RETURNABLE** and **NON-REFUNDABLE**.

QUO44119

Davis, Jessica

From: noreply@bhphoto.com
Sent: Monday, January 5, 2026 12:52 PM
To: Williams, Tonny
Cc: Williams, Tonny
Subject: Tonny shared their shopping cart

CAUTION: This email originated from outside of the Columbia County email system. Please exercise caution before clicking links, opening attachments, replying, or providing information to the sender.

Shopping Cart

Tonny sent you a link to a B&H Shopping Cart

Shopping Cart

Cart Reference Number: **58747834851**



Axis Communications
T91D62 Telescopic Parapet Mount
QTY 2 **$399.00**



TRENDnet

TPE-115GI Gigabit PoE+ Injector

QTY 2 $24.99



Axis Communications

Q6020-E 5MP Outdoor PTZ Dome Panoramic Security Camera

QTY 2 $2,329.00



Axis Communications

Q6075-E 2MP Outdoor PTZ Network Dome Camera with 4.25-170mm Lens

QTY 2 $3,499.00

Subtotal:	$12,503.98
Shipping	Calculate In Shopping Cart
Tax	Calculate In Shopping Cart
Total	**$12,503.98**

View Cart

Need Help? Call 800.221.5743 or **contact us.**

Davis, Jessica

From: Baltic Networks <hello@balticnetworks.com>
Sent: Monday, January 5, 2026 1:10 PM
To: Williams, Tonny
Subject: Baltic Networks Invoice #D7960

CAUTION: This email originated from outside of the Columbia County email system. Please exercise caution before clicking links, opening attachments, replying, or providing information to the sender.

baltic NETWORKS

INVOICE #D7960

Complete your purchase

Hi Tonny,

Please use the " Complete your purchase " link to place the order.

Let me know if you have any questions

Chad

chad@balticnetworks.com

Complete your purchase

or Visit our store

Order summary



Ubiquiti airMAX NanoBeam Gen 2 5AC CPE US [NBE-5AC-Gen2-US] × 2 **$198.00**

Subtotal	**$198.00**
Shipping	**$0.00**
Estimated taxes	**$0.00**
Total	**$198.00 USD**

Customer information

Shipping address

Tonny Williams

Columbia County BOC

630 Ronald Reagan Dr

Evans 30809

United States

Billing address

Tonny Williams

Columbia County BOC

630 Ronald Reagan Dr

Evans 30809

United States

Shipping method

Free Ground Shipping

$0.00

If you have any questions, reply to this email or contact us at Hello@BalticNetworks.com

Public Works and Engineering Services Committee
February 3, 2026

Fund:		Department:	Engineering
Revenue:		Contact:	Kevin Fort
Expenses:		Phone:	706-312-7196
Line Codes(s):			

ITEM: Acceptance of Easements for Elite Learning Academy

BACKGROUND: Location – off Vaughn Road – Parcels 082A 079 and 082A 078B

Request – Acceptance of a Permanent Utility Easement "A" containing 0.048 Ac. (2,114 Sq Ft.) and Permanent Utility Easement "B" containing 0.006 Ac. (296 Sq Ft.) as shown on the plat from James G. Swift and Associates, dated September 8, 2025, for Elite Learning Academy.

History – Elite Learning Academy submitted a Utility Easement Plat for the dedication of two sewer utility easements located off Vaughn Road.

1. Donald Smith – Parcel ID: 082A 079
2. David and Rebecca Gunnerson – Parcel ID 082A 078B

STAFF RECOMMENDATION: Staff recommends acceptance of Permanent Easements "A" and "B," as shown on the plat by James G. Swift & Associates, dated September 8, 2025, contingent on Staff approval. The owner of Elite Learning Academy shall warranty all materials and workmanship for one year from the date of final acceptance by the Board of Commissioners and Staff approval, whichever comes later.

COMMITTEE COMMENTS: Forward to Consent Agenda.

COMMITTEE RECOMMENDATION / MOTION: *Approved the acceptance of easements for Elite Learning Academy.*

PLEASE RETURN TO: **Board of Commissioners Office**
Columbia County
630 Ronald Reagan Drive, Building B
Evans, GA 30809
ATTN: County Clerk

STATE OF GEORGIA

COUNTY OF COLUMBIA

EXCLUSIVE PERMANENT EASEMENT
Donald Smith

THIS INDENTURE made and entered into this 8 day of Jan, 2026, by and between **DONALD SMITH** hereinafter referred to as "Grantor", and **COLUMBIA COUNTY, GEORGIA,** a political subdivision of the State of Georgia, hereinafter referred to as "Grantee".

In this deed, wherever the context so requires, the masculine gender includes feminine and/or neuter, and the singular number includes the plural. Wherever herein a verb, pronoun or other part of speech is used in the singular, and there be more than one Grantor or Grantee, the singular part of speech shall be deemed to read as the plural. Each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein. Wherever herein Grantor or Grantee is used, the same shall be construed to mean as well the heirs, executors, administrators, successors, representatives and assigns of the same.

WITNESSETH:

THAT the said Grantor, for and in consideration of the sum of One Dollar and No Cents ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does herby grant, bargain, sell, alien, convey and confirm unto Grantee, a permanent and perpetual easement over, through and under the property, described as "Exclusive Permanent Easement" on Exhibit "A", attached hereto and by reference made a part hereof, for the construction and maintenance of utilities, including but not limited to **SEWER UTILITY** and other related purposes as Grantee may see fit.

The easement granted herein includes the right of ingress and egress from and to the surrounding property of the Grantor for any and all purposes connected with the necessary and proper installation, construction, maintenance, repair, replacement and inspection of such utilities. The easements granted herein also include the right of, where applicable, of ingress and egress to and from the surrounding property of the Grantor for accessing said utilities.

The developer shall warranty all materials and workmanship for one year from the date of final acceptance by the Board of Commission; however, sanitary sewer service laterals shall have a warranty of one year from the date of occupancy of each lot.

TAX PARCEL 082A 079

Grantor, his successors, assigns and legal representatives shall have the right to use said parcel of land in any manner not inconsistent or interfering with the easement rights conveyed herein, excluding, however, the right to erect, construct or maintain within the permanent easement area any buildings, structures, or other permanent improvements, including but not limited to trees, without written consent of the Grantee. Grantor specifically agrees that if he improves the easement area, he will indemnify and hold Grantee harmless from any damages which may result to said improvements should Grantee be required to work in, or otherwise utilize, the easement area.

Any damages or additional costs resulting to Grantee as a result of alternative uses of such land by Grantor shall be the responsibility of and paid for by the Grantor. Under each of these easements, Grantee shall have the right to trim or remove trees, shrubs, bushes and other vegetation or ground cover as necessary to install, maintain, repair and operate the utility facilities located therein.

TO HAVE AND TO HOLD said easement unto Grantee, its successors and assigns in accordance with the terms herein. Grantor hereby warrants and represents that he is the owner of the above-described property and have the authority to grant the easement herein conveyed.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal on the day and year first above written.

Signed, sealed and delivered in our presence in _____ County, Georgia

_____
Unofficial Witness

_____
Notary Public, _____ County, Georgia
My commission expires: _____

JUDY SHIPES
NOTARY PUBLIC
COLUMBIA COUNTY, GA
MY COMMISSION EXPIRES
NOVEMBER 01 2026
(SEAL)

GRANTOR:

Donald Smith

By: _____

TAX PARCEL 082A 079

EXHIBIT "A"

Exclusive Permanent Easement:
All that lot, tract or parcel of land situate, lying and being in Columbia County, Georgia, being that 296 square feet or 0.006 acres more or less, shown and depicted as **" Utility Easement 'B',** on that certain plat dated September 8, 2025 by James G. Swift & Associates, which plat is recorded in the Office of the Clerk of Superior Court of Columbia County, Georgia in Plat Book, **E2025**, Page _____("Plat"). Reference is hereby made to said Plat for a more complete and accurate description as to the metes, bounds, courses, distances and location of said property.

Tax Map and Parcel Number: **portion of 082A 079**

Acceptance by Columbia County
Donald Smith

The foregoing Limited Warranty Deed and Permanent Easement are hereby accepted by Columbia County, Georgia.

Dated _____, 2026.

Columbia County, Georgia

By: _____
Chairman of its Board of Commissioners

Attest: _____
Its Clerk

[COUNTY SEAL]

TAX PARCEL 082A 079

F E G
FINDLAY, EDENFIELD & GREEN
ATTORNEYS AT LAW
JAMES F. FINDLAY
Deceased 2022
J. DEREK EDENFIELD
MARK A. GREEN
1030 JIMMIE DYESS PARKWAY,STE I, AUGUSTA, GA • (706) 855-7085 •
CLOSINGS@FINDLAYEDENFIELD.COM
WWW.FINDLAYEDENFIELD.COM

CERTIFICATE OF TITLE

TO: COLUMBIA COUNTY

DATE: 09/12/2025

RE: 428 Vaughn Road Deed of Dedication

PROPERTY: 428 Vaughn Road, Martinez, GA 30907

ALL that lot or parcel of land, with improvements thereon, situate, lying and being in the State of Georgia, County of Columbia, In the 125th G.M.D., being shown and designated as Parcel "C", containing 0.523 acres, more or less, on an Easement Plat prepared by James G. Swift & Associates, Consulting Engineers for Mayo Place Properties LLC dated January 25, 2024 and recorded on February 15, 2024 in the Office of the Clerk of the Superior Court of Columbia County, Georgia, in Book E2024, Page 58 and shown on an Easement Plat prepared by James G. Swift & Associates, Consulting Engineers for Mayo Place Properties LLC dated February 12, 2024 and recorded on February 15, 2024 in the Office of the Clerk of the Superior Court of Columbia County, Georgia, in Book E2024, Page 57; reference being made to said plat for a more complete and accurate description as to the metes, bounds and location of said property.

Also, included herein from Parcel "D" (432 Vaughn Rd) Is a perpetual easement for sewer line/drainage and utility easement a perpetual easement for a sewer line over, through and under said Parcel "D" as referenced in that certain Cross Easement Agreement dated February 15, 2024 by and between David S. Gunnerson & Rebecca M. Gunnerson as "Land Owner 432" and Mayo Place Properties LLC as "Land Owner 428", being recorded contemporaneously herewith in the aforesaid clerk's office In Book 15061, Page 98 - 101 . Said easement continues over, through and under Parcels A, B, C & D for their separate benefit. Said property is conveyed subject to an existing 20' Private Utility Easement *B", containing +0.006 acres, located on the northeastern most corner on the front lot line of subject property and subject to

a Proposed 10' Private Utility Easement "C", containing +0.025 acres, running across the front lot line of subject property as shown on the aforementioned plat.

Said property is conveyed subject to and with notice of the following matters: a) drainage easements, building setback lines, and all other matters shown on the plat of record; b) general utility easements and road right-of-way grants and easements. Said property is hereby conveyed subject to any and all other easements, conveyances of any sort, restrictions and rights of way of record in the aforesaid Clerk's Office.

Tax Parcel No.: 082A079

THIS IS TO CERTIFY that I have caused to be examined the public records of Columbia County, Georgia, relative to the title of the above referenced real estate situate in Columbia County, Georgia, that covered a period of at least fifty (50) years.

ALSO, the uses identified in the deed of dedication, including utilities, are not a violation of any covenant or other restriction on the property.

BASED UPON SUCH INVESTIGATION, it is my opinion Donald Smith is currently vested with fee simple, good and marketable title to the real estate so described, free and clear of all liens, limitations and encumbrances of record, with the following exceptions, good through 08/29/2025:

1. Any unrecorded claim for work done, engineering performed, or materials furnished in improving said property within the past three months.

2. The rights of any party in actual possession whose interests are not disclosed upon the public records of said County.

3. No information is intended to be implied as to whether or not the property is in what is commonly referred to as a "Federal Flood Control Zone." No abstract has been made on any records to reveal this information.

4. Such state of facts as would be disclosed by an accurate survey and inspection of the Premises subsequent to 2/15/2024.

5. Any potential violation of environmental regulations or laws, including, without limitation, the Resource Conservation and Recovery Act, and the Comprehensive Environmental Response, Compensation and Liability Act, all as amended.

6. Any potential claim of a governmental unit on the basis of violation of the Federal or Georgia State Racketeer Influenced Corrupt Organizations Act.

7. Opinion as to the presence or absence of a cemetery site or archeological artifacts are not within the scope of this letter.

8. No certification is made with respect to the presence of wetlands on the subject property as that term is defined for purposes of Federal and State wetlands conservation legislation.

9. No certification is made with respect to outstanding utility bills.

10. Building restriction line as shown on recorded plat, Book: E2024, Page 58.

11. Reservation of easements for the installation and maintenance of utilities and drainage facilities which are shown on the recorded plat.

12. NOTE: This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S.C. 3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. 3607, or (c) relates to a handicap, but does not discriminate against handicapped people.

13. Subject to a perpetual easement for sewer line/drainage and utility easement a perpetual easement for a sewer line over, through and under said Parcel "D" as referenced in that certain Cross Easement Agreement dated February 15, 2024 by and between David S. Gunnerson & Rebecca M. Gunnerson as "Land Owner 432" and Mayo Place Properties LLC as "Land Owner 428", being recorded contemporaneously herewith in the aforesaid clerk's office In Book 15061, Page 98 - 101

14. Said property is conveyed subject to an existing 20' Private Utility Easement *B", containing +0.006 acres, located on the northeastern most corner on the front lot line of subject property and subject to a Proposed 10' Private Utility Easement "C", containing +0.025 acres, running across the front lot line of subject property as shown on the aforementioned plat.

15. Subject to an underground easement of Georgia Power Company.

16. 2025 Property Taxes for Columbia County, GA are currently due and payable in the amount of $3292.58.

I am, sincerely,

Mark A. Green
For Findlay, Edenfield & Green, LLC

PLEASE RETURN TO: **Board of Commissioners Office**
Columbia County
630 Ronald Reagan Drive, Building B
Evans, GA 30809
ATTN: County Clerk

STATE OF GEORGIA	**EXCLUSIVE PERMANENT EASEMENT**
COUNTY OF COLUMBIA	**David S. Gunnerson and Rebecca M. Gunnerson**

THIS INDENTURE made and entered into this ____ day of _____, 2026, by and between **DAVID S. GUNNERSON AND REBECCA M. GUNNERSON**, hereinafter referred to as "Grantor", and **COLUMBIA COUNTY, GEORGIA,** a political subdivision of the State of Georgia, hereinafter referred to as "Grantee".

In this deed, wherever the context so requires, the masculine gender includes feminine and/or neuter, and the singular number includes the plural. Wherever herein a verb, pronoun or other part of speech is used in the singular, and there be more than one Grantor or Grantee, the singular part of speech shall be deemed to read as the plural. Each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein. Wherever herein Grantor or Grantee is used, the same shall be construed to mean as well the heirs, executors, administrators, successors, representatives and assigns of the same.

WITNESSETH:

THAT the said Grantor, for and in consideration of the sum of One Dollar and No Cents ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does herby grant, bargain, sell, alien, convey and confirm unto Grantee, a permanent and perpetual easement over, through and under the property, described as "Exclusive Permanent Easement" on Exhibit "A", attached hereto and by reference made a part hereof, for the construction and maintenance of utilities, including but not limited to **SEWER UTILITY** and other related purposes as Grantee may see fit.

The easement granted herein includes the right of ingress and egress from and to the surrounding property of the Grantor for any and all purposes connected with the necessary and proper installation, construction, maintenance, repair, replacement and inspection of such utilities. The easements granted herein also include the right of, where applicable, of ingress and egress to and from the surrounding property of the Grantor for accessing said utilities.

The developer shall warranty all materials and workmanship for one year from the date of final acceptance by the Board of Commission; however, sanitary sewer service laterals shall have a warranty of one year from the date of occupancy of each lot.

TAX PARCEL 082A 078

Grantor, his successors, assigns and legal representatives shall have the right to use said parcel of land in any manner not inconsistent or interfering with the easement rights conveyed herein, excluding, however, the right to erect, construct or maintain within the permanent easement area any buildings, structures, or other permanent improvements, including but not limited to trees, without written consent of the Grantee. Grantor specifically agrees that if he improves the easement area, he will indemnify and hold Grantee harmless from any damages which may result to said improvements should Grantee be required to work in, or otherwise utilize, the easement area.

Any damages or additional costs resulting to Grantee as a result of alternative uses of such land by Grantor shall be the responsibility of and paid for by the Grantor. Under each of these easements, Grantee shall have the right to trim or remove trees, shrubs, bushes and other vegetation or ground cover as necessary to install, maintain, repair and operate the utility facilities located therein.

TO HAVE AND TO HOLD said easement unto Grantee, its successors and assigns in accordance with the terms herein. Grantor hereby warrants and represents that he is the owner of the above-described property and have the authority to grant the easement herein conveyed.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal on the day and year first above written.

Signed, sealed and delivered in our presence in Loudoun County, ~~Georgia~~ Virginia

Nathan Marinich
Unofficial Witness

Notary Public, Loudoun County, ~~Georgia~~ Virginia
My commission expires: 08/31/2026

(SEAL)

DAVID BEAU MELLOR
NOTARY PUBLIC
REG # 7804417
MY COMMISSION EXPIRES
8/31/2026
COMMONWEALTH OF VIRGINIA

GRANTOR:

David S Gunnerson and
Rebecca M. Gunnerson

By: _____
David S. Gunnerson

By: Rebecca M Gunnerson
Rebecca M. Gunnerson

TAX PARCEL 082A 078

EXHIBIT "A"

Exclusive Permanent Easement:
All that lot, tract or parcel of land situate, lying and being in Columbia County, Georgia, being that 2,114 square feet or 0.048 acres more or less, shown and depicted as **" Utility Easement 'A',** on that certain plat dated September 8, 2025 by James G. Swift & Associates, which plat is recorded in the Office of the Clerk of Superior Court of Columbia County, Georgia in Plat Book, **E2026**, Page _____("Plat"). Reference is hereby made to said Plat for a more complete and accurate description as to the metes, bounds, courses, distances and location of said property.

Tax Map and Parcel Number: **portion of 082A 078**

Acceptance by Columbia County
David S. Gunnerson and Rebecca M. Gunnerson

The foregoing Limited Warranty Deed and Permanent Easement are hereby accepted by Columbia County, Georgia.

Dated _____, 2026.

Columbia County, Georgia

By: _____
Chairman of its Board of Commissioners

Attest: _____
Its Clerk

[COUNTY SEAL]

TAX PARCEL 082A 078

F E G
FINDLAY, EDENFIELD & GREEN
ATTORNEYS AT LAW
JAMES F. FINDLAY
Deceased 2022
J. DEREK EDENFIELD
MARK A. GREEN
1030 JIMMIE DYESS PARKWAY,STE I, AUGUSTA, GA • (706) 855-7085 •
CLOSINGS@FINDLAYEDENFIELD.COM
WWW.FINDLAYEDENFIELD.COM

CERTIFICATE OF TITLE

TO: COLUMBIA COUNTY

DATE: 09/12/2025

RE: 432 Vaughn Road Deed of Dedication

PROPERTY: 432 Vaughn Road, Martinez, GA 30907

ALL that lot or parcel of land, with improvements thereon, situate, lying and being in the State of Georgia, County of Columbia, in the 125th G.M.D., being shown and designated as Parcel "E", on a plat prepared by James G. Swift & Associates recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia, in Book E2019, Page 282; reference being made to said plat for a more complete and accurate description as to the metes, bounds and location of said property.

Said property is conveyed subject to an Exclusive Permanent Utility Easement conveyed to Columbia County, Georgia, depicted as Easement "A" and Easement "B" in that certain document titled Permanent Easement, David Huguenin Easement Plat, 430 & 432 Vaughn Road, dated August 7, 2019 and being recorded in Book 12104, at pages 130-132, Columbia County records. Said easements being shown and designated as 20" Utility Easements "A & B" on the aforementioned plat of record.

Said property is conveyed subject to and with notice of the following matters: a) drainage easements, building setback lines, and all other matters shown on the plat of record; b) general utility easements and road right-of-way grants and easements.

Said property is conveyed subject to Protective Covenants recorded in the Office of the Clerk of the Superior Court of Columbia County. Georgia in Deed Book 12106, page 195 and to any and all other applicable easements and restrictions of record in the aforesaid clerk's office.

Tax map & parcel number: 082A 078B

THIS IS TO CERTIFY that I have caused to be examined the public records of Columbia County, Georgia, relative to the title of the above referenced real estate situate in Columbia County, Georgia, that covered a period of at least fifty (50) years.

ALSO, the uses identified in the deed of dedication, including utilities, are not a violation of any covenant or other restriction on the property.

BASED UPON SUCH INVESTIGATION, it is my opinion David S. Gunnerson and Rebecca M. Gunnerson is currently vested with fee simple, good and marketable title to the real estate so described, free and clear of all liens, limitations and encumbrances of record, with the following exceptions, good through 08/29/2025:

1. Any unrecorded claim for work done, engineering performed, or materials furnished in improving said property within the past three months.

2. The rights of any party in actual possession whose interests are not disclosed upon the public records of said County.

3. No information is intended to be implied as to whether or not the property is in what is commonly referred to as a "Federal Flood Control Zone." No abstract has been made on any records to reveal this information.

4. Such state of facts as would be disclosed by an accurate survey and inspection of the Premises subsequent to 2/15/2024.

5. Any potential violation of environmental regulations or laws, including, without limitation, the Resource Conservation and Recovery Act, and the Comprehensive Environmental Response, Compensation and Liability Act, all as amended.

6. Any potential claim of a governmental unit on the basis of violation of the Federal or Georgia State Racketeer Influenced Corrupt Organizations Act.

7. Opinion as to the presence or absence of a cemetery site or archeological artifacts are not within the scope of this letter.

8. No certification is made with respect to the presence of wetlands on the subject property as that term is defined for purposes of Federal and State wetlands conservation legislation.

9. No certification is made with respect to outstanding utility bills.

10. Building restriction line as shown on recorded plat, Book: E2024, Page 58.

11. Reservation of easements for the installation and maintenance of utilities and drainage facilities which are shown on the recorded plat.

12. NOTE: This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S.C. 3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. 3607, or (c) relates to a handicap, but does not discriminate against handicapped people.

13. Said property is conveyed subject to Protective Covenants recorded in the Office of the Clerk of the Superior Court of Columbia County. Georgia in Deed Book 12106, page 195 and to any and all other applicable easements and restrictions of record in the aforesaid clerk's office.

14. Said property is conveyed subject to an Exclusive Permanent Utility Easement conveyed to Columbia County, Georgia, depicted as Easement "A" and Easement "B" in that certain document titled Permanent Easement, David Huguenin Easement Plat, 430 & 432 Vaughn Road, dated August 7, 2019 and being recorded in Book 12104, at pages 130-132, Columbia County records. Said easements being shown and designated as 20" Utility Easements "A & B" on the aforementioned plat of record.

15. Subject to an underground easement of Georgia Power Company.

16. Said property is subject to that Security Instrument from David S. Gunnerson and Rebecca M. Gunnerson to Bank South Mortgage Company at Book 12948, Page 0248-0265.

17. 2025 Property Taxes for Columbia County, GA are currently due and payable in the amount of $3292.58.

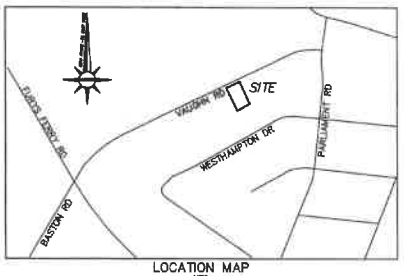
I am, sincerely,

Mark A. Green
For Findlay, Edenfield & Green, LLC

SPECIAL NOTE:

1) THERE ARE NO WETLANDS OR STATE WATERS LOCATED WITHIN 200 FEET OF THIS PARCEL.

LEGEND
OTF = OPEN TOP FOUND
CTF = CRIMPED TOP FOUND
RBF = REBAR FOUND
RBS = REBAR SET
CO = CLEAN OUT
SSMH = SANITARY MANHOLE



LOCATION MAP
NTS

NOTE:
UTILITY EASEMENTS "A" & "B" WILL BE RESERVED TO COLUMBIA COUNTY.

NOTES:
STATE PLANE COORDINATE SYSYTEM OF GEORGIA, EAST ZONE, NAD 83. ALL ELEVATIONS ARE IN NAVD 88.
STATE PLANE SCALING FACTOR=0.99999910

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.



VAUGHN ROAD 50' R/W

TIE ±1121' ALONG R/W OF VAUGHN ROAD TO R/W OF FURYS FERRY ROAD

EXIST. 10" WATER MAIN

N 1283900.9
E 685558.4
3/4" OTF

N62°16'22"E 128.45'

N 1283950.6 1"
E 685672.1 OTF

4.56' 15.05'

EXISTING 10' PRIVATE UTILITY EASEMENT "C"
0.025 acres

10.42' 19.42' "B"

S22°57'39"E 15.01'

PROPOSED 20' UTILITY EASEMENT "B"
296 sq. ft.
0.006 acres

N64°31'59"E 105.24'

137.63'

#5 RBF

12.00' 20.39'

S22°57'39"E 20.02' PROPOSED 20' UTILITY EASEMENT "A" 2,114 sq. ft. 0.048 acres

S25°28'01"E 20.00'

EXIST 20' UTILITY EASMT

CO

S64°31'59"W 106.12'

PARCEL "C"
22,808 sq. ft.
0.523 acres
428 VAUGHN ROAD
N/F
DONALD SMITH
(082A079)
ZONED C2

PARCEL "D"
21,014 sq. ft.
0.482 acres
432 VAUGHN ROAD
N/F
GUNNERSON
(082A078)

N/F
MARTHA TAYLOR
(082A077)
ZONED R3

N/F
MATTHEW WAGAMAN
(082A080A)
ZONED C2

N25°34'40"W 188.99'

178.92'

S22°57'39"E 168.81'

S25°28'01"E 168.81'

THIS IS TO CERTIFY THAT THE 20' UTILITY EASEMENTS HAVE BEEN DEDICATED TO AND ACCEPTED BY THE BOARD OF COMMISSIONERS OF COLUMBIA COUNTY, GEORGIA.

ENGINEERING SERVICES DIVISION DATE

CLERK, BOARD OF COMMISSIONERS DATE

NOTE:
THE BUILDER IS RESPONSIBLE FOR VERIFYING ALL SERVICE LATERAL INVERT ELEVATIONS BEFORE ESTABLISHING FINISH FLOOR ELEVATIONS FOR THE STRUCTURE.
ALL FINISH FLOOR ELEVATIONS MUST BE A MINIMUM OF 5'-0" ABOVE THE SERVICE LATERAL INVERT.

71.15'

S60°15'09"W 91.87'

S59°38'58"W 54.31'

3/4" OTF

3/4" OTF

S57°16'22"W 121.13'

3/4" OTF

N/F
HAYGOOD
(082C019)

N/F
POLO
(082C020)

N/F
SMITH
(082C021)

N/F
SOUTHWELL
(082C021)

NOTE:
THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEY IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

NOTES:
1. THIS SURVEY WAS PERFORMED WITH A 5" THEODOLITE, E.D.M., AND A 200' TAPE, ON 9/4/25.
2. THIS SURVEY HAS A RELATIVE ERROR OF CLOSURE OF 1 PART IN 11,852, HAS AN ANGULAR ERROR OF LESS THAN 4 SECONDS PER ANGLE AND WAS BALANCED USING THE COMPASS RULE.
3. THIS PLAT HAS A RELATIVE ERROR OF CLOSURE OF 1 IN 260,935.
4. THIS PROPERTY DOES NOT LIE WITHIN A DESIGNATED 100 YEAR FLOOD PLAIN AS PER FLOOD INSURANCE RATE MAP PANEL 13073C0164E DATED 06/07/2019.
5. THERE ARE NO STATE WATERS PRESENT ON OR LOCATED WITHIN 200 FEET OF THE PROPERTY.
6. THERE ARE NO WETLANDS PRESENT ON THE PROPERTY.
7. REFERENCE: PLAT OF LANDS SURVEYED FOR J. EDWARD VAUGHN BY EDWIN S. EPSTEIN, D.B. 31 PG. 536
8. REFERENCE: DEVISION OF TRACT NO.5 VAUGHN SUBDIVISION FOR MARY W. PEARCE AND EUGENE LOTT BY EDWIN S. EPSTEIN, JR. D.B. 83 PG. 121
9. REFERENCE: A PLAT OF THE HIGHLANDS AT WATERVALE SECT 1, P.C. A SL. 57 @
10. REFERENCE: PART ONE OF WESTHAMPTON BY J.E. CROUCH, P.E., P.C. AAA SL. 65 NO. 3

Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser as to intended use of any parcel. As the Registered Land Surveyor, I further certify that this map, plat, or plan complies with the minimum standards and specifications of the State Board of Registration for Professional Engineers and Land Surveyors and the Georgia Superior Court Clerks Cooperative Authority.

G.F. "BO" SLAUGHTER GEORGIA REGISTERED
LAND SURVEYOR 2614

GEORGIA REGISTERED No. 2614 PROFESSIONAL LAND SURVEYOR G.F. "BO" SLAUGHTER

9/8/25

AN
UTILITY EASEMENT PLAT
FOR

ELITE LEARNING ACADEMY

PROPERTY LOCATED IN THE 125th. G.M.D.

COLUMBIA COUNTY GEORGIA

SCALE: 1" = 20' SEPTEMBER 8, 2025

20' 0 20'

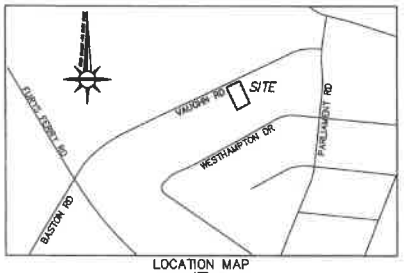
PREPARED BY:

JAMES G. SWIFT & ASSOCIATES
CONSULTING ENGINEERS
1206 INTERSTATE PARKWAY - AUGUSTA, GA. - 30909
Phone: (706) 868-5803
23-235-easmt_plat_9-8-25

SPECIAL NOTE:

1) THERE ARE NO WETLANDS OR STATE WATERS LOCATED WITHIN 200 FEET OF THIS PARCEL.

LEGEND
OTF = OPEN TOP FOUND
CTF = CRIMPED TOP FOUND
RBF = REBAR FOUND
RBS = REBAR SET
CO = CLEAN OUT
SSMH = SANITARY MANHOLE



LOCATION MAP
NTS

VAUGHN ROAD 50' R/W

TIE ±1121' ALONG R/W OF VAUGHN ROAD TO R/W OF FURYS FERRY ROAD

EXIST. 10" WATER MAIN

N 1283900.9
E 685558.4
3/4" OTF

N62°16'22"E 128.45'

N 1283960.6 1"
E 685672.1 OTF

N64°31'59"E 137.63'

#5 RBF

20.39'

EXISTING 10' PRIVATE UTILITY EASEMENT "C"
0.025 acres

6"CO
N 1283843.3
E 685658.3

EXISTING 20' UTILITY EASEMENT "A"
117.24'
120 LF OF 6" SS
2,114 sq. ft.
0.048 acres

EXIST 20' UTILITY EASMT.

EXISTING 20' UTILITY EASEMENT "B"
296 sq. ft.
0.006 acres

SSMH (FD-1) S64°31'59"W 106.12'
TOP = 379.62
OUT = 371.92
N 1284002.8
E 685782.3

EXISTING SSMH
TOP = 379.62
OUT = 371.92
N 1284002.8
E 685782.3

CO

PARCEL "C"
22,808 sq. ft.
0.523 acres
428 VAUGHN ROAD
N/F
DONALD SMITH
(082A079)
ZONED C2

PARCEL "D"
21,014 sq. ft.
0.482 acres
432 VAUGHN ROAD
N/F
GUNNERSON
(082A078)

N/F
MARTHA TAYLOR
(082A077)
ZONED R3

N/F
MATTHEW WAGAMAN
(082A080A)
ZONED C2

N26°34'40"W 188.99'

178.92'

S22°57'39"E 166.61'

S57°16'22"W 121.13'

3/4" OTF

S59°38'58"W 54.31'

3/4" OTF

71.15'

S60°15'09"W 91.87'

3/4" CTF

N/F
HAYGOOD
(082C019)

N/F
POLO
(082C020)

N/F
SMITH
(082C021)

N/F
SOUTHWELL
(082C021)

NOTE:
UTILITY EASEMENTS "A" & "B" WILL BE RESERVED TO COLUMBIA COUNTY.

NOTES:
STATE PLANE COORDINATE SYSYTEM OF GEORGIA, EAST ZONE, NAD 83. ALL ELEVATIONS ARE IN NAVD 88.
STATE PLANE SCALING FACTOR=0.99999910

IT IS HEREBY CERTIFIED THAT ALL AS-BUILT MEASUREMENTS ARE CORRECT AND ACTUAL FIELD MEASUREMENTS, VERIFIED BY ME OR UNDER MY SUPERVISION.

G.F. "BO" SLAUGHTER, GA. R.L.S. #2614

GEORGIA REGISTERED No. 2614 PROFESSIONAL LAND SURVEYOR G.F. "BO" SLAUGHTER 9/9/25

NOTE:
THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEY IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

NOTES:
1. THIS SURVEY WAS PERFORMED WITH A 6" THEODOLITE, E.D.M., AND A 200' TAPE, ON 9/4/25.
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3. THIS PLAT HAS A RELATIVE ERROR OF CLOSURE OF 1 IN 250,935.
4. THIS PROPERTY DOES NOT LIE WITHIN A DESIGNATED 100 YEAR FLOOD PLAIN AS PER FLOOD INSURANCE RATE MAP PANEL 13073C0164E DATED 06/07/2019.
5. THERE ARE NO STATE WATERS PRESENT ON OR LOCATED WITHIN 200 FEET OF THE PROPERTY.
6. THERE ARE NO WETLANDS PRESENT ON THE PROPERTY.
7. REFERENCE: PLAT OF LANDS SURVEYED FOR J. EDWARD VAUGHN BY EDWIN S. EPSTEIN, D.B. 31 PG. 536
8. REFERENCE: DEVISION OF TRACT NO.5 VAUGHN SUBDIVISION FOR MARY W. PEARCE AND EUGENE LOTT BY EDWIN S. EPSTEIN, JR. D.B. 83 PG. 121
9. REFERENCE: A PLAT OF THE HIGHLANDS AT WATERVALE SECT 1, P.C. A SL. 57 @
10. REFERENCE: PART ONE OF WESTHAMPTON BY J.E. CROUCH, P.E., P.C. AAA SL. 85 NO. 3

NOTE:
THE BUILDER IS RESPONSIBLE FOR VERIFYING ALL SERVICE LATERAL INVERT ELEVATIONS BEFORE ESTABLISHING FINISH FLOOR ELEVATIONS FOR THE STRUCTURE.
ALL FINISH FLOOR ELEVATIONS MUST BE A MINIMUM OF 5'-0" ABOVE THE SERVICE LATERAL INVERT.

AND ALL 8" SANITARY SEWER LINES ARE CONSTRUCTED OF SDR-35 PVC PIPE (UNLESS OTHERWISE NOTED).

CONTRACTOR DATE

AN
SANITARY SEWER ASBUILT
FOR
ELITE LEARNING ACADEMY
PROPERTY LOCATED IN THE 125th. G.M.D.
COLUMBIA COUNTY GEORGIA
SCALE: 1" = 20' SEPTEMBER 5, 2025
20' 0 20'

PREPARED BY:
JAMES G. SWIFT & ASSOCIATES
CONSULTING ENGINEERS
1206 INTERSTATE PARKWAY - AUGUSTA, GA. - 30909
Phone: (706) 868-6803
23-235-AB 9-5-25

Deed Doc: AGRE
Recorded 02/16/2024 12:21PM
Georgia Intangible Tax Paid: $0.00
CINDY MASON
Clerk Superior Court, COLUMBIA
County, Ga.
Bk 15050 Pg 0236-0237
Penalty: $0.00
Interest: $0.00
Participants: 5877442899
$(PT61)

Record and Return to:
Sherman and Hemstreet, Inc.
4316 Washington Road
Evans, Georgia 30809

STATE OF GEORGIA)
)
COUNTY OF COLUMBIA)

EASEMENT AGREEMENT

THIS INDENTURE, made the 9TH day of FEB. in the year of our Lord 2024, by and between MATTHEW WAGAMAN (hereinafter "Grantor" or "Parcel B Owner"), and Mayo Place Properties, LLC (hereinafter "Grantee" or "Parcel C Owner").

WHEREAS, parties hereto own adjoining parcels of land and desire to enter into an easement agreement for a sanitary sewer line/utility easement.

WHEREAS, a new plat has been made outlining the easement and Parcel B Owner owns all that lot or parcel of land together with improvements thereon, situate, lying and being in Columbia County containing 0.349 acres, more or less, shown as Parcel B as depicted on a plat prepared by James G. Swift & Associates, dated December 28, 2023 and prepared for Mayo Place Properties LLC and recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia in Plat Book E9024, page 0057; reference being made to said plat for a more complete description as to the metes, bounds and location of said property and said property also known as 426 Vaughn Road; and Parcel A Owner owns all that lot or parcel of land, together with improvements thereon as shown on said recorded plat shown as Parcel C containing 0.523 acres, more or less and said property also known as 428 Vaughn Road.

NOW, THEREFORE, in consideration of the premises and mutual covenants, agreements, representations, and warranties contained herein, the parties hereto agree as follows:

Grantor hereby grants unto Grantee a perpetual easement for a sewer line over, through and under Parcel B for the benefit of Parcel C (Grantee) as specifically shown and located as Easement "D" as a proposed TEN (10) feet wide Utility Easement (800 square feet, 0.018 acres, more or less) as shown on said recorded Plat, and reference made to said plat for a more specific location of the metes, bounds and location of said easement. Grantee shall have the right to come on to have access to Parcel B in order to place, install, and operate and maintain said sewer line (and any storm water line) for the benefit of Grantee; and Grantee shall have the right to discharge sanitary sewage through such sewer lines.

Parcel C Owner shall be responsible for all installation fees and future maintenance on Sewer Line Easement lying and adjoining on property of Parcel B Owner.

Parties hereto acknowledge and agree that in the future, Columbia County may require that such Sewer Line Easement be dedicated/deeded over to Columbia County and in such case, parties agree to cooperate and execute the necessary documents to dedicate/deed over such easement to Columbia County; and in addition upon such future dedication/deed to Columbia County that

Columbia County may require a buffer zone to be implemented on one or more of said parcels, or the line and easement area to be moved a reasonable distance, which would necessitate relocating and moving such Sewer Line Easements and parties agree to such relocation and shall execute all necessary documents to accomplish such relocation.

The Parties agree to work reasonably with one another for recording of all easements, plats, new surveys and documents required by Columbia County to complete sewer access.

The Easements herein granted should be perpetual and shall bind the heirs and assigns of the undersigned parties, and shall inure to the benefit of the successors in title of each of the Parties herein.

IN WITNESS WHEREOF, the Parties have signed and sealed this Easement Agreement the day and year above written.

Signed, sealed and delivered in
the presence of:

PARCEL C OWNER
MAYO PLACE PROPERTIES, LLC

Witness

BY: DeWayne Snoak (L.S.)
AS ITS: Manager

Notary Public

A WALL NOTARY PUBLIC RICHMOND COUNTY, GEORGIA COMMISSION EXPIRES SEPTEMBER 23, 2024

Signed, sealed and delivered in
the presence of:

PARCEL B OWNER

Witness

MATTHEW WAGAMAN (L.S.)

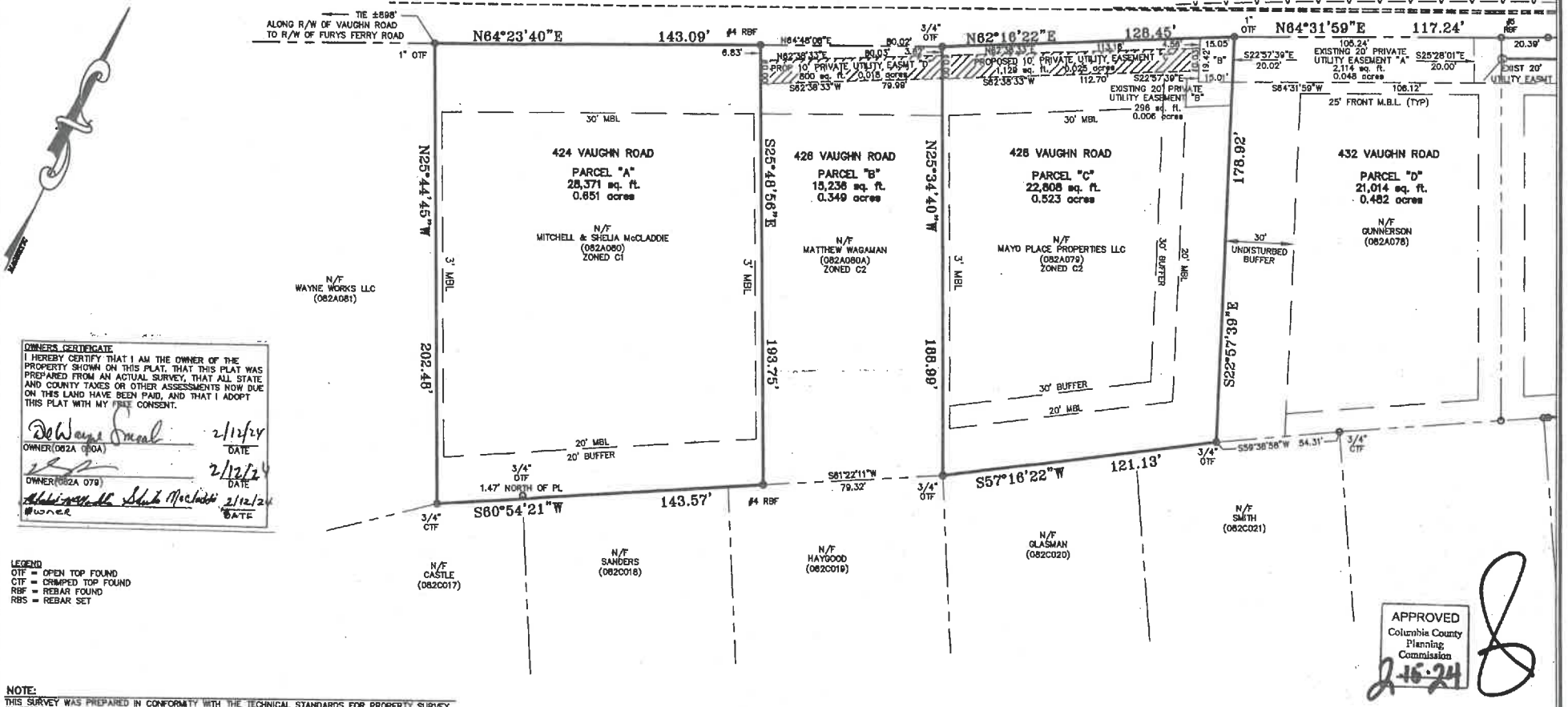
Notary Public KATRINA D. CHANDLER
Exp: January 9th 2026

KATRINA D CHANDLER NOTARY PUBLIC COMM. EXPIRES 01/09/2026 COLUMBIA COUNTY, GEORGIA

Plat Doc: PLAT
Recorded 02/15/2024 01:11PM

CINDY MASON
Clerk Superior Court, COLUMBIA
County, Ga.
Bk E2024 Pg 0057
Penalty: $0.00
Interest: $0.00
Participants: 4156728943
$(PT61)

VAUGHN ROAD 50' R/W



OWNERS CERTIFICATE

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN ON THIS PLAT. THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY, THAT ALL STATE AND COUNTY TAXES OR OTHER ASSESSMENTS NOW DUE ON THIS LAND HAVE BEEN PAID, AND THAT I ADOPT THIS PLAT WITH MY FREE CONSENT.

DeWayne Oneal — 2/12/24
OWNER (082A 080A) — DATE

2/12/24
OWNER (082A 079) — DATE

Abdinasir Ali Shuke Mohamed — 2/12/24
Owner — DATE

LEGEND
OTF = OPEN TOP FOUND
CTF = CRIMPED TOP FOUND
RBF = REBAR FOUND
RBS = REBAR SET

APPROVED
Columbia County
Planning
Commission
2-15-24

NOTE:
THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEY IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

NOTES:
1. THIS SURVEY WAS PERFORMED WITH A 5" THEODOLITE, E.D.M., AND A 200' TAPE, ON 12/18/23.
2. THIS SURVEY HAS A RELATIVE ERROR OF CLOSURE OF 1 PART IN 11,852, HAS AN ANGULAR ERROR OF LESS THAN 4 SECONDS PER ANGLE AND WAS BALANCED USING THE COMPASS RULE.
3. THIS PLAT HAS A RELATIVE ERROR OF CLOSURE OF 1 IN 108,785.
4. THIS PROPERTY DOES NOT LIE WITHIN A DESIGNATED 100 YEAR FLOOD PLAIN AS PER FLOOD INSURANCE RATE MAP PANEL 13073C0184E DATED 6/7/18.
5. REFERENCE: PLAT OF LANDS SURVEYED FOR J. EDWARD VAUGHN BY EDWIN S. EPSTEIN, D.B. 31 PG. 536
6. REFERENCE: DEVISION OF TRACT NO.5 VAUGHN SUBDIVISION FOR MARY W. PEARCE AND EUGENE LOTT BY EDWIN S. EPSTEIN, JR. D.B. 83 PG. 121
7. REFERENCE: A PLAT OF THE HIGHLANDS AT WATERVALE SECT 1, P.C. A SL. 67 @
8. REFERENCE: PART ONE OF WESTHAMPTON BY J.E. CROUCH, P.E., P.C. AAA SL. 65 NO. 3

Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser as to intended use of any parcel. As the Registered Land Surveyor, I further certify that this map, plat, or plan complies with the minimum standards and specifications of the State Board of Registration for Professional Engineers and Land Surveyors and the Georgia Superior Court Clerks Cooperative Authority.

G.E. "BO" SLAUGHTER GEORGIA REGISTERED
LAND SURVEYOR 2814

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

GEORGIA REGISTERED No. 2814 PROFESSIONAL LAND SURVEYOR G.E. "BO" SLAUGHTER

AN
EASEMENT PLAT
FOR

MAYO PLACE PROPERTIES LLC

PROPERTY LOCATED IN THE 125th. G.M.D.
COLUMBIA COUNTY GEORGIA

SCALE: 1" = 30' — FEBRUARY 12, 2024

30' 0 30'

PREPARED BY:

JAMES G. SWIFT & ASSOCIATES
CONSULTING ENGINEERS
1206 INTERSTATE PARKWAY - AUGUSTA, GA. - 30909
Phone: (706) 868-8803

23-229_VAUGHN RD JOE EDGE6_plat

Deed Doc: AGRE
Recorded 02/16/2024 12:21PM
Georgia Intangible Tax Paid: $0.00
CINDY MASON
Clerk Superior Court, COLUMBIA
County, Ga.
Bk 15050 Pg 0238-0239
Penalty: $0.00
Interest: $0.00
Participants: 5877442899
$(PT61)

Record and Return to:
Sherman and Hemstreet, Inc.
4316 Washington Road
Evans, Georgia 30809

STATE OF GEORGIA)
)
COUNTY OF COLUMBIA)

EASEMENT AGREEMENT

THIS INDENTURE, made the 9th day of FEBRUARY in the year of our Lord 2024, by and between MATTHEW WAGAMAN (hereinafter "Grantor" or "Parcel B Owner"), and Mitchell McCladdie and Shelia McCladdie (hereinafter "Grantee" or "Parcel A Owner").

WHEREAS, parties hereto own adjoining parcels of land and desire to enter into an easement agreement for a sanitary sewer line/utility easement.

WHEREAS, a new plat has been made outlining the easement and Parcel B Owner owns all that lot or parcel of land together with improvements thereon, situate, lying and being in Columbia County containing 0.349 acres, more or less, shown as Parcel B as depicted on a plat prepared by James G. Swift & Associates, dated December 28, 2023 and prepared for Mayo Place Properties LLC and recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia in Plat Book E-2024, page 0057; reference being made to said plat for a more complete description as to the metes, bounds and location of said property and said property also known as 426 Vaughn Road; and Parcel A Owner owns all that lot or parcel of land, together with improvements thereon as shown on said recorded plat shown as Parcel A containing 0.651 acres, more or less and said property also known as 424 Vaughn Road.

NOW, THEREFORE, in consideration of the premises and mutual covenants, agreements, representations, and warranties contained herein, the parties hereto agree as follows:

Grantor hereby grants unto Grantee a perpetual easement for a sewer line over, through and under Parcel B for the benefit of Parcel A (Grantee) as specifically shown and located as Easement "D" as a proposed TEN (10) feet wide Utility Easement (800 square feet, 0.018 acres, more or less) as shown on said recorded Plat, and reference made to said plat for a more specific location of the metes, bounds and location of said easement. Grantee shall have the right to come on to have access to Parcel B in order to place, install, and operate and maintain said sewer line (and any storm water line) for the benefit of Grantee; and Grantee shall have the right to discharge sanitary sewage through such sewer lines.

Parcel A Owner shall be responsible for all installation fees and future maintenance on Sewer Line Easement lying and adjoining on property of Parcel B Owner.

Parties hereto acknowledge and agree that in the future, Columbia County may require that such Sewer Line Easement be dedicated/deeded over to Columbia County and in such case, parties agree to cooperate and execute the necessary documents to dedicate/deed over such easement to Columbia County; and in addition upon such future dedication/deed to Columbia County that

Columbia County may require a buffer zone to be implemented on one or more of said parcels, or the line and easement area to be moved a reasonable distance, which would necessitate relocating and moving such Sewer Line Easements and parties agree to such relocation and shall execute all necessary documents to accomplish such relocation.

The Parties agree to work reasonably with one another for recording of all easements, plats, new surveys and documents required by Columbia County to complete sewer access.

The Easements herein granted should be perpetual and shall bind the heirs and assigns of the undersigned parties, and shall inure to the benefit of the successors in title of each of the Parties herein.

IN WITNESS WHEREOF, the Parties have signed and sealed this Easement Agreement the day and year above written.

Signed, sealed and delivered in
the presence of:

PARCEL A OWNER

Witness

Mitchell McCladdie (L.S.)

Notary Public

Sheila McCladdie (L.S.)

KATRINA D CHANDLER NOTARY PUBLIC COMM. EXPIRES 01/09/2026 COLUMBIA COUNTY, GEORGIA

Signed, sealed and delivered in
the presence of:

PARCEL B OWNER

Witness

MATTHEW WAGAMAN (L.S.)

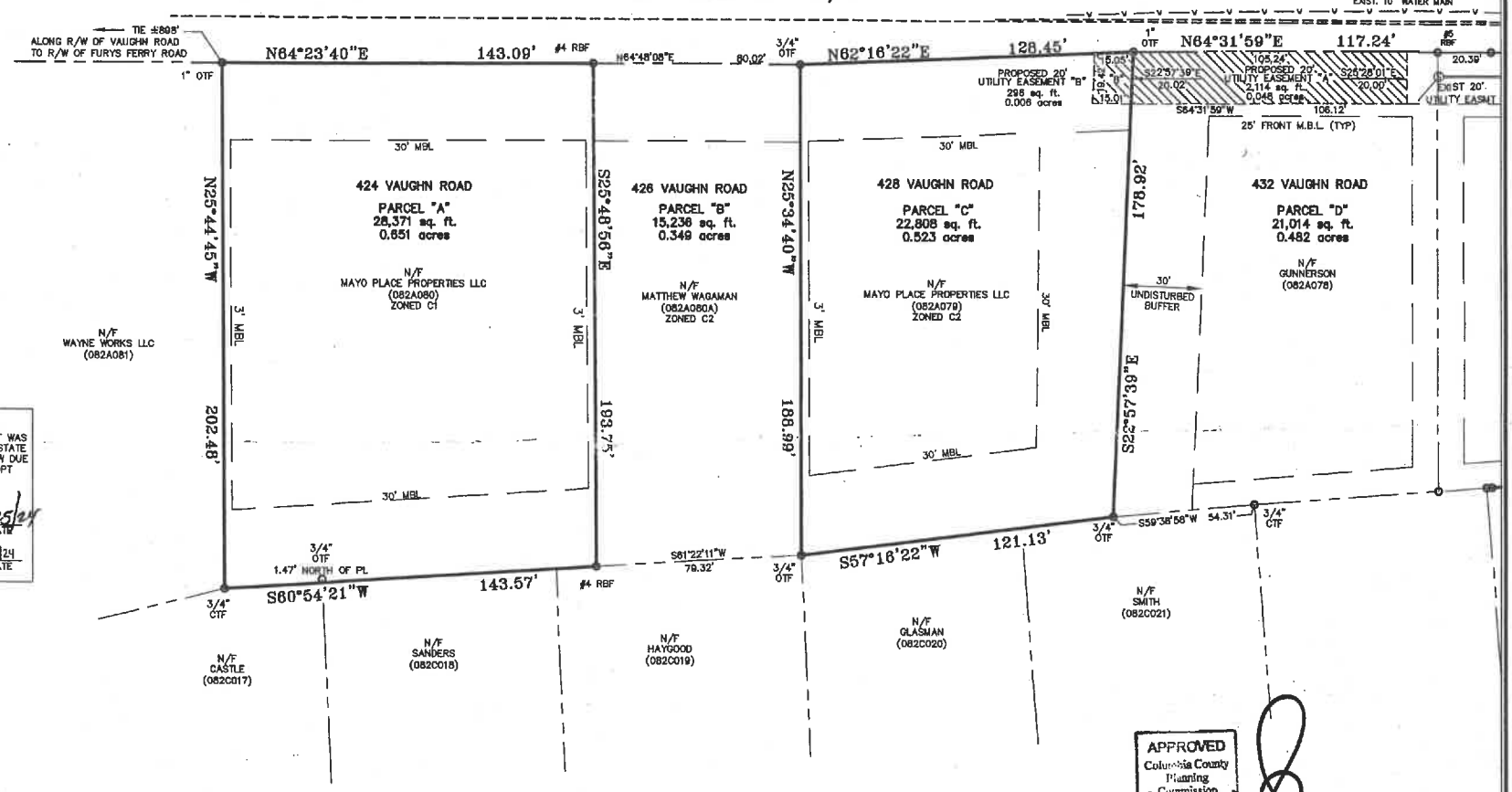
Notary Public

KATRINA D CHANDLER NOTARY PUBLIC COMM. EXPIRES 01/09/2026 COLUMBIA COUNTY, GEORGIA

Plat Doc: PLAT
Recorded 02/15/2024 03:06PM

CINDY MASON
Clerk Superior Court, COLUMBIA
County, Ga.
Bk E2024 Pg 0058
Penalty: $0.00
Interest: $0.00
Participants: 4158728943
$(PT61)





OWNERS CERTIFICATE
I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN ON THIS PLAT. THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY, THAT ALL STATE AND COUNTY TAXES OR OTHER ASSESSMENTS NOW DUE ON THIS LAND HAVE BEEN PAID, AND THAT I ADOPT THIS PLAT WITH MY FREE CONSENT.

DeWayne Smoak — 1/25/24
OWNER(082A 079) — DATE

2/7/24
OWNER(082A 078) — DATE

LEGEND
OTF = OPEN TOP FOUND
CTF = CRIMPED TOP FOUND
RBF = REBAR FOUND
RBS = REBAR SET

APPROVED
Columbia County
Planning
Commission
2-15-24

NOTE:
THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEY IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-87.

Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser as to intended use of any parcel. As the Registered Land Surveyor, I further certify that this map, plat, or plan complies with the minimum standards and specifications of the State Board of Registration for Professional Engineers and Land Surveyors and the Georgia Superior Court Clerks Cooperative Authority.

G.F. "BO" SLAUGHTER GEORGIA REGISTERED
LAND SURVEYOR 2614

GEORGIA REGISTERED No.2614 PROFESSIONAL LAND SURVEYOR G.F. "BO" SLAUGHTER

AN
EASEMENT PLAT
FOR

MAYO PLACE PROPERTIES LLC

PROPERTY LOCATED IN THE 125th. G.M.D.
COLUMBIA COUNTY GEORGIA
SCALE: 1" = 30'
JANUARY 25, 2024
30' 0 30'

NOTES:
1. THIS SURVEY WAS PERFORMED WITH A 3" THEODOLITE, E.D.M., AND A 200' TAPE, ON 12/19/23.
2. THIS SURVEY HAS A RELATIVE ERROR OF CLOSURE OF 1 PART IN 11,852, HAS AN ANGULAR ERROR OF LESS THAN 4 SECONDS PER ANGLE AND WAS BALANCED USING THE COMPASS RULE.
3. THIS PLAT HAS A RELATIVE ERROR OF CLOSURE OF 1 IN 106,785.
4. THIS PROPERTY DOES NOT LIE WITHIN A DESIGNATED 100 YEAR FLOOD PLAIN AS PER FLOOD INSURANCE RATE MAP PANEL 13073C0164E DATED 6/7/19.
5. REFERENCE: PLAT OF LANDS SURVEYED FOR J. EDWARD VAUGHN BY EDWIN S. EPSTEIN, D.B. 31 PG. 536
6. REFERENCE: DEVISION OF TRACT NO.5 VAUGHN SUBDIVISION FOR MARY W. PEARCE AND EUGENE LOTT BY EDWIN S. EPSTEIN, JR. D.B. 63 PG. 121
7. REFERENCE: A PLAT OF THE HIGHLANDS AT WATERVALE SECT 1, P.C. A SL. 57 #1
8. REFERENCE: PART ONE OF WESTHAMPTON BY J.E. CROUCH, P.E., P.C. AAA SL. 65 NO. 3

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

PREPARED BY:
JAMES G. SWIFT & ASSOCIATES
CONSULTING ENGINEERS
1208 INTERSTATE PARKWAY - AUGUSTA, GA. - 30909
Phone: (706) 868-8803
23-229_VAUGHN RD JOE EDGE_plat

Record and Return to:
David L. Huguenin, P.C.
4070 Columbia Road
Martinez, GA 30907
File Number: R24-278

Deed Doc: WD
Recorded 02/28/2024 02:20PM
Georgia Transfer Tax Paid : $105.00
CINDY MASON
Clerk Superior Court, COLUMBIA
County, Ga.
Bk 15061 Pg 0151-0153
Penalty: $0.00
Interest: $0.00
Participants: 8514741966,7067927936
$(PT61)

STATE OF GEORGIA)
)
COUNTY OF COLUMBIA)

LIMITED WARRANTY DEED

THIS INDENTURE is made this **27th day of February, 2024** by and between **Mayo Place Properties LLC, a Georgia Limited Liability Company**, hereinafter called "Grantor", and **Donald Smith**, hereinafter called "Grantee". The words "Grantor" and "Grantee" include the neuter, masculine and feminine genders, and the singular and plural, and include their respective heirs, successors and assigns where the context requires or permits.

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars and no/100 ($10.00) in hand paid to Grantor by Grantee at and before the execution, sealing and delivery hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee, the following described property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF FOR LEGAL DESCRIPTION

TO HAVE AND TO HOLD, said property, together with any and all of the rights, members and appurtenances thereof to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of the Grantee forever, in fee simple; and

GRANTOR SHALL WARRANT and forever defend the right and title to said tract or parcel of land unto Grantee and the heirs, successors, legal representatives and assigns of Grantee, against the claims of all persons whomsoever, claiming by, through or under Grantor, but not otherwise.

Exhibit "A"

ALL that lot or parcel of land, with improvements thereon, situate, lying and being in the State of Georgia, County of Columbia, in the 125th G.M.D., being shown and designated as **Parcel "C", containing ±0.523 acres**, on an Easement Plat prepared by James G. Swift & Associates, Consulting Engineers for Mayo Place Properties LLC dated January 25, 2024 and recorded on 02/15/2024 in the Office of the Clerk of the Superior Court of Columbia County, Georgia, in Book E2024, Page 58 and shown on an Easement Plat prepared by James G. Swift & Associates, Consulting Engineers for Mayo Place Properties LLC dated February 12, 2024 and recorded on 02/15/2024 in the Office of the Clerk of the Superior Court of Columbia County, Georgia, in Book E2024, Page 57; reference being made to said plat for a more complete and accurate description as to the metes, bounds and location of said property.

Also included herein from Parcel "D" (432 Vaughn Rd) is a perpetual easement for sewer line/drainage and utility easement a perpetual easement for a sewer line over, through and under said Parcel "D" as referenced in that certain Cross Easement Agreement dated February 15, 2024 by and between David S. Gunnerson & Rebecca M. Gunnerson as "Land Owner 432" and Mayo Place Properties LLC as "Land Owner 428", being recorded contemporaneously herewith in the aforesaid clerk's office in Book 15061, Page 98-101. Said easement continues over, through and under Parcels A, B, C & D for their seperate benefit.

Said property is conveyed subject to an existing 20' Private Utility Easement "B", containing ±0.006 acres, located on the northeastern most corner on the front lot line of subject property and subject to a Proposed 10' Private Utility Easement "C", containing ±0.025 acres, running across the front lot line of subject property as shown on the aforementioned plat.

Said property is conveyed subject to and with notice of the following matters: a) drainage easements, building setback lines, and all other matters shown on the plat of record; b) general utility easements and road right-of-way grants and easements.

Said property is hereby conveyed subject to any and all other easements, conveyances of any sort, restrictions and rights of way of record in the aforesaid Clerk's Office.

Tax map & parcel number: **082A079**

IN WITNESS WHEREOF, Grantor has executed and sealed this indenture this 27th day of February, 2024.

Mayo Place Properties LLC,
a Georgia limited liability company

BY: DeWayne S Smoak (Seal)
DeWayne S. Smoak
as Manager

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

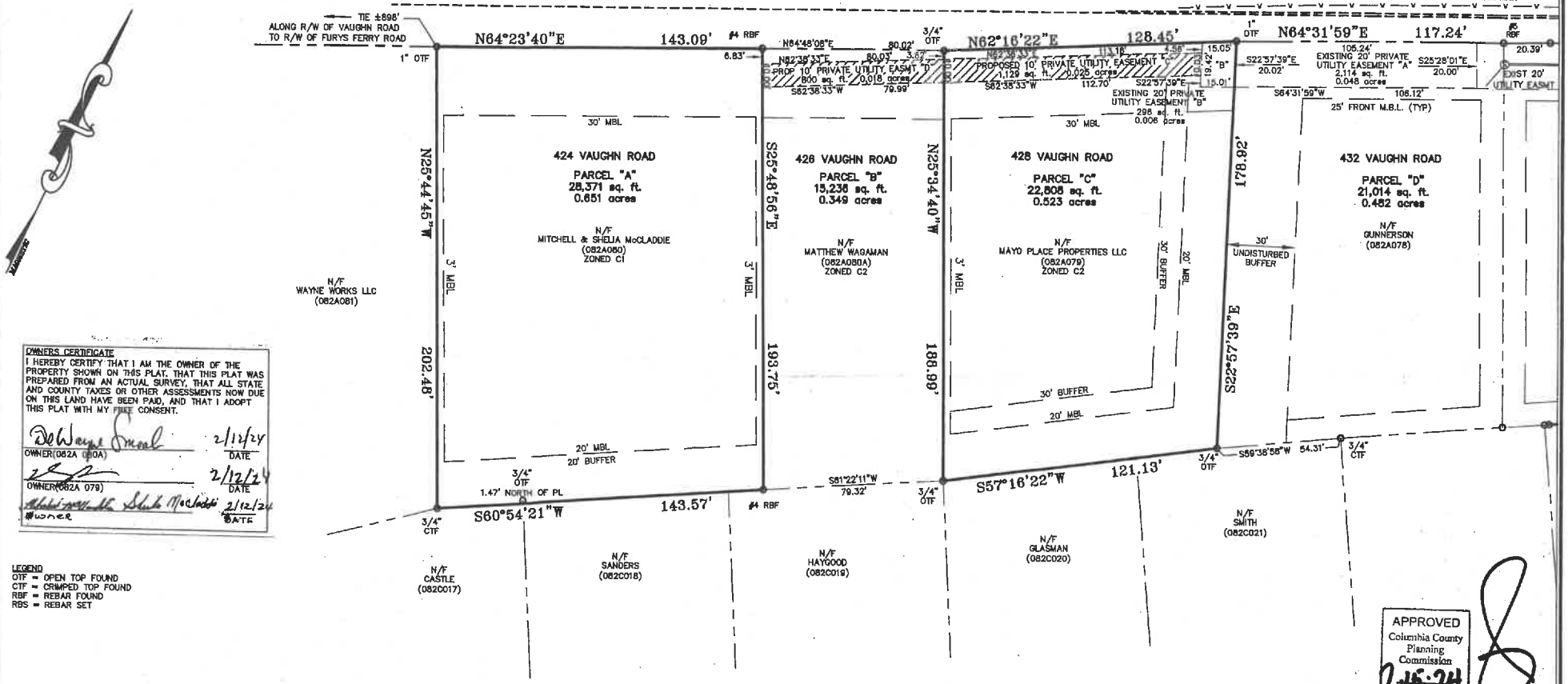
My Commission Expires: _____

(NOTARY SEAL)

DAVID L. HUGUENIN NOTARY PUBLIC COLUMBIA COUNTY, GA My Commission Expires April 18, 2025

Plat Doc: PLAT
Recorded 02/15/2024 01:11PM

CINDY MASON
Clerk Superior Court, COLUMBIA
County, Ga.
Bk E2024 Pg 0057
Penalty: $0.00
Interest: $0.00
Participants: 4158728943
$(PT61)



OWNERS CERTIFICATE

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN ON THIS PLAT. THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY. THAT ALL STATE AND COUNTY TAXES OR OTHER ASSESSMENTS NOW DUE ON THIS LAND HAVE BEEN PAID, AND THAT I ADOPT THIS PLAT WITH MY FREE CONSENT.

DeWayne Smeal 2/12/24
OWNER(082A 080A) DATE

2/12/24
OWNER(082A 079) DATE

Shelia McCladdie 2/12/24
OWNER DATE

LEGEND
OTF = OPEN TOP FOUND
CTF = CRIMPED TOP FOUND
RBF = REBAR FOUND
RBS = REBAR SET

APPROVED
Columbia County
Planning
Commission
2-15-24

NOTE:
THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEY IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

NOTES:
1. THIS SURVEY WAS PERFORMED WITH A 5" THEODOLITE, E.D.M., AND A 200' TAPE, ON 12/19/23.
2. THIS SURVEY HAS A RELATIVE ERROR OF CLOSURE OF 1 PART IN 11,852, HAS AN ANGULAR ERROR OF LESS THAN 4 SECONDS PER ANGLE AND WAS BALANCED USING THE COMPASS RULE.
3. THIS PLAT HAS A RELATIVE ERROR OF CLOSURE OF 1 IN 108,765.
4. THIS PROPERTY DOES NOT LIE WITHIN A DESIGNATED 100 YEAR FLOOD PLAIN AS PER FLOOD INSURANCE RATE MAP PANEL 13073C0164E DATED 6/7/19.
5. REFERENCE: PLAT OF LANDS SURVEYED FOR J. EDWARD VAUGHN BY EDWIN S. EPSTEIN, D.B. 31 PG. 536
6. REFERENCE: DEVISION OF TRACT NO.5 VAUGHN SUBDIVISION FOR MARY W. PEARCE AND EUGENE LOTT BY EDWIN S. EPSTEIN, JR. D.B. 63 PG. 121
7. REFERENCE: A PLAT OF THE HIGHLANDS AT WATERVALE SECT 1, P.C. A SL. 57 #1
8. REFERENCE: PART ONE OF WESTHAMPTON BY J.E. CROUCH, P.E., P.C. AAA SL. 85 NO. 3

Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser as to intended use of any parcel. As the Registered Land Surveyor, I further certify that this map, plat, or plan complies with the minimum standards and specifications of the State Board of Registration for Professional Engineers and Land Surveyors and the Georgia Superior Court Clerks Cooperative Authority.

G.F. "BO" SLAUGHTER GEORGIA REGISTERED
LAND SURVEYOR 2814

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

GEORGIA REGISTERED No.2814 PROFESSIONAL LAND SURVEYOR G.F. "BO" SLAUGHTER

AN
EASEMENT PLAT
FOR
MAYO PLACE PROPERTIES LLC
PROPERTY LOCATED IN THE 125th. G.M.D.
COLUMBIA COUNTY GEORGIA
SCALE: 1" = 30'
FEBRUARY 12, 2024
30' 0 30'

PREPARED BY:
JAMES G. SWIFT & ASSOCIATES
CONSULTING ENGINEERS
1206 INTERSTATE PARKWAY – AUGUSTA, GA. – 30909
Phone: (706) 868-8803

23-229_VAUGHN RD JOE EDGE6.plat

SEARCH

Real Estate Index > Book Page Search

Searched Book: **15061**

Page: **98** in **COLUMBIA County**

County good from **11/6/1889** through **9/3/2025**

Query Made: **9/9/2025 8:48:31 AM**

County	Instrument Type	Date Filed	Time	Book	Page
COLUMBIA	CONTRACT	2/28/2024	12:58 PM	15061	98

Description not warranted

CROSS EASEMENT AGREEMENT - PERPETUAL EASEMENT FOR A SEWER LINE/DRAINAGE AND UTILITY EASEMENT A PERPETUAL EASEMENT FOR A SEWER LINE OVER, THROUGH AND UNDER 432 VAUGHN ROAD PROPERTY

Sec/GMD	District	Land Lot	Subdivision	Unit	Block	Lot	Comment

Grantor

GUNNERSON, DAVID S

GUNNERSON, REBECCA M

MAYO PLACE PROPERTIES LLC

Grantee

GUNNERSON, DAVID S

GUNNERSON, REBECCA M

MAYO PLACE PROPERTIES LLC

Deed Doc: AGRE
Recorded 02/28/2024 12:58PM
Georgia Intangible Tax Paid: $0.00
CINDY MASON
Clerk Superior Court, COLUMBIA County, Ga.
Bk 15061 Pg 0098-0101
Penalty: $0.00
Interest: $0.00
Participants: 8514741966,7067927936
$(PT61)

Record and Return to:
Robert B. McDonald, P.C.
119 Davis Road, Suite 10A
Martinez, GA 30907

STATE OF GEORGIA)
)
COUNTY OF COLUMBIA)

CROSS EASEMENT AGREEMENT

THIS INDENTURE, made the 15th day of ~~December~~ February in the year of our Lord ~~2023~~ 2024, by and between DAVID S GUNNERSON & REBECCA M GUNNERSON jointly (hereinafter "Land Owner 432"), and MAYO PLACE PROPERTIES LLC (hereinafter "Land Owner 428").

WHEREAS, parties hereto own adjoining parcels of land and desire to enter into a cross easement agreement for a sanitary sewer line.

WHEREAS, a new plat outlining the Sanitary Sewer Easement shall be completed and recorded in the Office of the Clerk of Columbia County Superior Court and hereinafter said plat referred to as "Sewer Line Plat". Upon plats completion the Parties hereto agree to modify this Cross Easement Agreement to reflect the Sewer Line Plat.

WHEREAS, Land Owner 432 owns all that lot or parcel of land, together with improvements thereon, situate, lying and being in Columbia County, Georgia, located on the Southeast side of Vaughn Road and containing 0.482 acres, shown as Parcel "E" as depicted on a plat prepared by James G. Swift & Associated, dated June 15, 2019 (revised July 15, 2019), and recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia in Plat Book E2019, Page 282. Reference being made to said plat for a more complete description as to metes, bounds, and location of said lot. Said property known under present Columbia County street numbering system as 432 Vaughn Road, Martinez, GA 30907. Tax Parcel Number: 082A 078B.

WHEREAS, Land Owner 428 owns All that tract or parcel of land, with all improvements thereon, lying and being in the State of Georgia, County of Columbia, being shown and designated as TRACT NO. 5B, consisting of 0.53 acres, as shown on a plat recorded in the Office of the Clerk of Superior Court of Columbia County, Georgia in Deed Book 63, Page 121. Reference being made to said plat for a more complete and accurate description as to the metes, bounds and location of said property. Said property known under present Columbia County street numbering system as 428 Vaughn Road, Martinez, GA, 30907. Parcel ID: 082A 079.

NOW, THEREFORE, in consideration of the premises and mutual covenants, agreements, representations, and warranties contained herein, the parties hereto agree as follows:

Land Owner 432 (Grantor) hereby grants unto Land Owner 428 (Grantee) and Land Owner a perpetual easement for a sewer line/drainage and utility easement a perpetual easement

for a sewer line over, through and under 432 Vaughn Road property. Easement area shall be the closest 20 (20 feet) to the northern property line frontage Vaughn Road. The Parties agree that a future Sewer Line Plat showing a drainage and utility easement that makes reference to a more specific location as to the metes, bounds and location of said easement shall be incorporated into this Agreement at a later date as required by Columbia County. Grantees shall have the right to come on to have access to 432 Vaughn Road property to place, install, and operate and maintain said sewer line (and any storm water line) for the benefit of Grantees, and Grantees shall have the right to discharge sanitary sewage through such sewer lines.

Land Owner 428 shall be responsible for all installation fees and future maintenance on Sewer Line Easement lying and adjoining on property of Land Owner 432 up to the current connection/manhole located in the Exclusive Permanent Utility Easement currently recorded against the 432 Vaughn property.

Parties hereto acknowledge and agree that in the future, Columbia County may require that such Sewer Line Easement be dedicated/deeded over to Columbia County and in such case, parties agree to cooperate and execute the necessary documents to dedicate/deed over such easement to Columbia County; and in addition upon such future dedication/deed to Columbia County that Columbia County may require a buffer zone to be implemented on one or more of said parcels, or the line and easement area to be moved a reasonable distance, which would necessitate relocating and moving such Sewer Line Easements and parties agree to such relocation and shall execute all necessary documents to accomplish such relocation.

The Parties agree to work reasonably with one another for recording of all easements, plats, new surveys and documents required by Columbia County to complete sewer access.

The Easements herein granted should be perpetual and shall bind the heirs and assigns of the undersigned parties, and shall inure to the benefit of the successors in title of each of the Parties herein.

IN WITNESS WHEREOF, the Parties have signed and sealed this Cross Easement Agreement the day and year above written.

Signed, sealed and delivered in the presence of:

Witness

LAND OWNER 428

MAYO PLACE PROPERTIES LLC

DeWayne Smeak (L.S.)

By: DeWayne H. Smeak
As its Manager

A WALL
NOTARY PUBLIC
RICHMOND COUNTY, GEORGIA
MY COMMISSION EXPIRES SEPTEMBER 27, 2025

A Wall
Notary Public

DAVID BEAU MELLOR
NOTARY PUBLIC
REG # 7604417
MY COMMISSION EXPIRES
COMMONWEALTH OF VIRGINIA

Signed, sealed and delivered in the presence of:

LAND OWNER 432

DAVID S GUNNERSON

Witness

(L.S.)

By: David S Gunnerson

02/13/24
Notary Public

Signed, sealed and delivered in the presence of:

LAND OWNER 432

REBECCA M GUNNERSON

DAVID BEAU MELLOR
NOTARY PUBLIC
REG # 7604417
MY COMMISSION EXPIRES
COMMONWEALTH OF VIRGINIA

Witness

Rebecca M Gunnerson (L.S.)

Rebecca M Gunnerson

02/13/24

Notary Public

Public Works and Engineering Services Committee
February 3, 2026

Fund:		Department:	Engineering
Revenue:		Contact:	Kevin Fort
Expenses:		Phone:	706-312-7196
Line Codes(s):			

ITEM: Acceptance of Remnant Parcel Improvements as Right-of-Way in Whispering Pines Subdivision

BACKGROUND: Location – Parcel 059 473 in Whispering Pines Subdivision between Clanton Rd and Whispering Pines Way

Request – Acceptance of Remnant Parcel Improvements ("Parcel 10 – For Right-of-Way" as shown on a plat for Whispering Pines Section II-A) connecting Tree Top Trail right-of-way to Clanton Rd right-of-way.

History – Whispering Pines of Evans, LLC is granting fee simple title to Columbia County for “Parcel 10 – Right of Way” being 7,439 sf or 0.17 ac. as shown on a plat for Whispering Pines Section II-A, recorded in plat book E2019 pages 049-050. The plat was drafted by H&C Surveying, Inc on February 20, 2018 for Whispering Pine Section II-A. This plat added 8 additional single family lots and showed Parcel 10 as right of way to be dedicated once all construction was complete.

The delay in acceptance was due to the Clanton Road realignment project. Once that project was completed, the developer for Whispering Pines completed the roadway construction connecting Tree Top Trail to Clanton Rd.

STAFF RECOMMENDATION: Staff recommends the acceptance of Remnant Parcel Improvements ("Parcel 10 – For Right-of-Way" as shown on a plat for Whispering Pines Section II-A) connecting Tree Top Trail right-of-way to Clanton Rd right-of-way.

COMMITTEE COMMENTS: Forward to Consent Agenda.

COMMITTEE RECOMMENDATION / MOTION: *Approved the acceptance of the remnant parcel improvements as right of way in Whispering Pines Subdivision.*

Return to:
Board of Commission Office
Columbia County
630 Ronald Reagan Drive, Building B
Evans, GA 30809
ATTN: COUNTY CLERK

WARRANTY DEED
Whispering Pines Section II-A

THIS INDENTURE made and entered into this ____ day of _____, 2026 by and between **Whispering Pines of Evans, LLC,** hereinafter called "**Grantor**", which expression shall include the plural as well as the singular, and heirs, legal representatives, successors and assigns, where the context so requires or admits, and **COLUMBIA COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter called "**Grantee**", which expression shall include the plural as well as the singular, and heirs, legal representatives, successors and assigns, where the context so requires or admits.

WITNESSETH:

THAT THE GRANTOR, for and in consideration of the sum of Ten & 00/100 Dollars ($10.00) and other good and valuable consideration paid by Grantee, the receipt and adequacy of which are hereby acknowledged by Grantor, has bargained, granted, sold, aliened, conveyed, and confirmed, and by these presents does bargain, grant sell, alien, convey and confirm unto Grantee, the property and property rights hereinafter described, to-wit:

Unencumbered **Fee Simple Title** to ALL that tract or parcel of land lying and being in Columbia County, Georgia and shown on that Plat of Section II-A of Whispering Pines dated February 20, 2018 and prepared for Whispering Pines of Evans, LLC by H&C Surveying, Inc., which Plat is recorded in the office of the Clerk of the Superior Court of Columbia County, Georgia at Plat Book **E2019**, Pages 49-50 (the "Plat") and designated as:

- PARCEL 10 FOR RIGHT-OF-WAY containing 0.17 acres (7,439 Sq. Ft.)

Reference is made to said Plat which is incorporated herein and made a part hereof for a more complete and accurate description of the metes, bounds, courses, distances, dimensions, and location of said land.

Tax Map and Parcel Number: **059 473**

TO HAVE AND TO HOLD said property and easements unto Grantee, its successors and assigns in accordance with the terms herein. Grantor hereby warrants and represents that he/she/it is the owner of the above-described property and has the authority to convey to the Grantee the property and easements set forth herein. Grantor shall warrant and forever defend all and singular the Property onto Grantee against the claims of all person whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set his/her hand and seal on the day and year first above written.

Signed, sealed and delivered in our presence in _____ County, Georgia

_____
Unofficial Witness

_____
Notary Public, _____ County, Georgia

My commission expires:_____

[SEAL]

GRANTOR:
Whispering Pines of Evans, LLC

By: _____
Print: _____
As Its: _____

Acceptance by Columbia County
Whispering Pines Section II-A

Columbia County, Georgia, hereby accepts the foregoing deed of dedication and incorporates the road rights of way contained therein, if any, into the public road system of Columbia County, Georgia and utility easements contained therein, if any, into respective public utility systems of Columbia County, Georgia.

Dated _____, 2026

Columbia County, Georgia

By: _____
As Chairman of its Board of Commissioners

Attest: _____
Its Clerk

[COUNTY SEAL]

Plat Doc: PLAT
Recorded 01/31/2019 04:25PM

CINDY MASON
Clerk Superior Court, COLUMBIA County, Ga.
Bk E2019 Pg 0067
Penalty: $0.00
Interest: $0.00
Participants: 4878949578
$(PTB1)

FOR CLERK OF COURT USE ONLY

SURVEYORS CERTIFICATION

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVAL OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

GEORGIA REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2270 RANDELL E. COOK

Randell E Cook 12-22-18

RANDELL E. COOK DATE

GEORGIA REGISTERED LAND SURVEYOR No. 2270

GA. GRID NORTH (EAST ZONE)

1 inch = 80 ft.

LEGEND

- IPS = 1/2" REINFORCING BAR SET
- OTF = OPEN TOP PIPE FOUND
- CTF = CRIMP TOP PIPE FOUND
- CS = CORNER NOT SET
- RBF = REINFORCING BAR FOUND
- = COMPUTED POINT
- CMF = CONCRETE R/W MONUMENT FOUND
- = FIRE HYDRANT
- = WATER VALVE
- = WATER METER
- = INDICATES RELINQUISHED R/W
- = COLUMBIA COUNTY TAX PARCEL NO.
- 966 = INDICATES STREET ADDRESS AND LOT NUMBER
- = INDICATES AREA THAT IS TO BE ABANDONED

LINE TABLE		
LINE	BEARING	DISTANCE
L-1	S 71°35'25" E	36.83'
L-2	S 71°35'25" E	12.86'
L-3	S 71°35'25" E	23.30'

Parcel name: PARCEL 11

COMBINATION OF PARCELS 11-A AND 11-B
REF. PLAT CAB H-54, No. 1

Line Course: N 17-34-17 E Length: 96.34
Line Course: N 43-09-11 E Length: 60.41
Line Course: N 40-59-16 E Length: 49.52
Line Course: N 38-14-18 E Length: 49.69
Curve Length: 142.72 Radius: 213.88
Chord: 140.08 Course: N 16-19-11 E
Line Course: N 01-54-10 W Length: 52.94
Line Course: N 04-42-25 W Length: 145.15
Curve Length: 132.72 Radius: 858.51
Chord: 132.59 Course: N 03-22-45 E
Line Course: S 07-57-13 E Length: 151.13
Line Course: S 06-07-15 E Length: 137.09
Curve Length: 263.38 Radius: 290.25
Chord: 254.41 Course: S 16-51-50 W
Line Course: S 42-50-07 W Length: 155.98
Line Course: S 34-47-26 W Length: 40.00

Area: 19,706 Sq Ft 0.45 Ac.

Parcel name: PARCEL 11-A

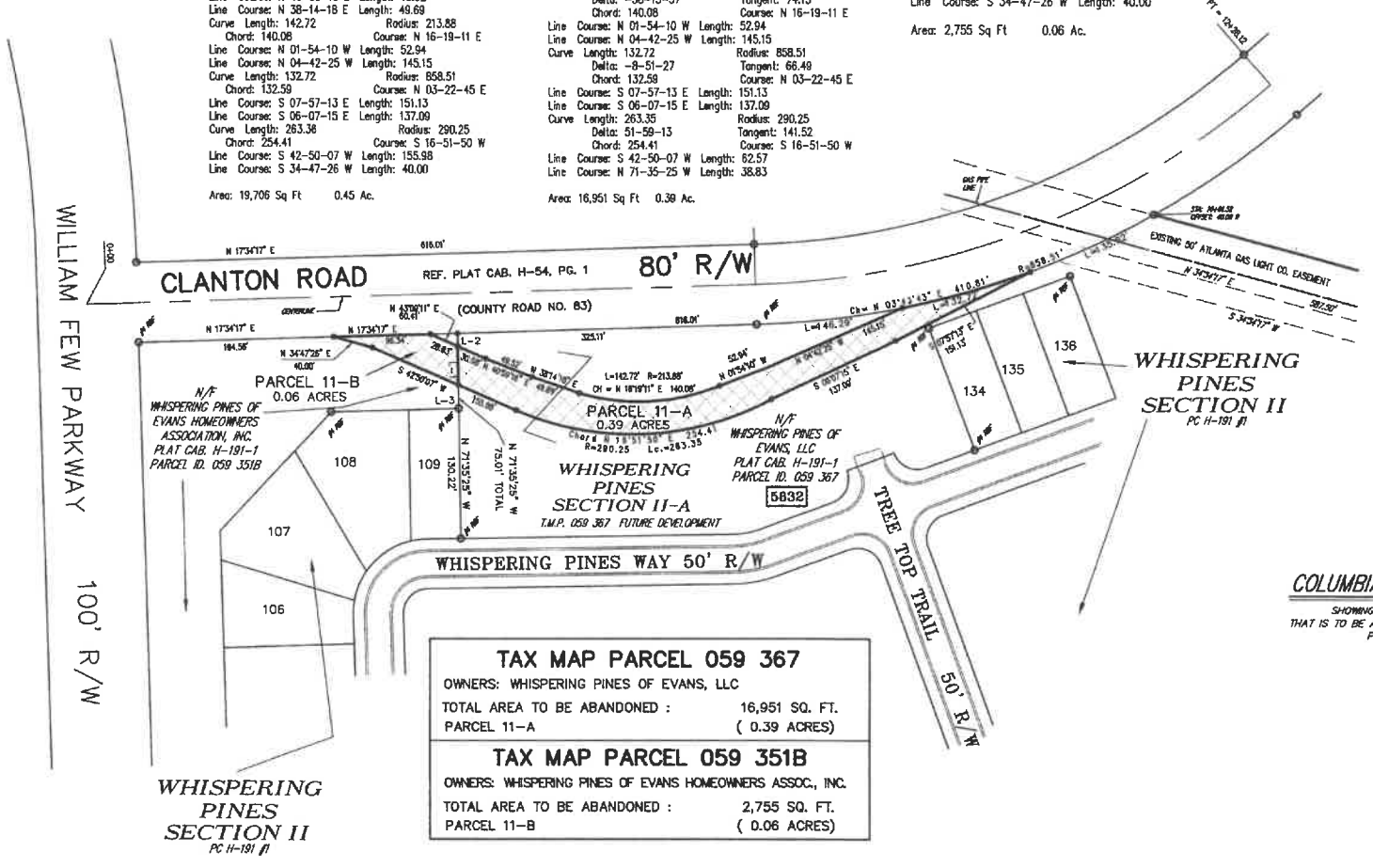
Line Course: N 43-09-11 E Length: 30.58
Line Course: N 40-59-16 E Length: 49.52
Line Course: N 38-14-18 E Length: 49.69
Curve Length: 142.72 Radius: 213.88
Delta: -38-13-57 Tangent: 74.13
Chord: 140.08 Course: N 16-19-11 E
Line Course: N 01-54-10 W Length: 52.94
Line Course: N 04-42-25 W Length: 145.15
Curve Length: 132.72 Radius: 858.51
Delta: -8-51-27 Tangent: 66.49
Chord: 132.59 Course: N 03-22-45 E
Line Course: S 07-57-13 E Length: 151.13
Line Course: S 06-07-15 E Length: 137.09
Curve Length: 263.35 Radius: 290.25
Delta: 51-59-13 Tangent: 141.52
Chord: 254.41 Course: S 16-51-50 W
Line Course: S 42-50-07 W Length: 62.57
Line Course: N 71-35-25 W Length: 38.83

Area: 16,951 Sq Ft 0.39 Ac.

Parcel name: PARCEL 11-B

Line Course: N 17-34-17 E Length: 96.34
Line Course: N 43-09-11 E Length: 29.83
Line Course: S 71-35-25 E Length: 38.83
Line Course: S 42-50-07 W Length: 93.41
Line Course: S 34-47-26 W Length: 40.00

Area: 2,755 Sq Ft 0.06 Ac.



TAX MAP PARCEL 059 367

OWNERS: WHISPERING PINES OF EVANS, LLC

TOTAL AREA TO BE ABANDONED :	16,951 SQ. FT.
PARCEL 11-A	(0.39 ACRES)

TAX MAP PARCEL 059 351B

OWNERS: WHISPERING PINES OF EVANS HOMEOWNERS ASSOC., INC.

TOTAL AREA TO BE ABANDONED :	2,755 SQ. FT.
PARCEL 11-B	(0.06 ACRES)

EQUIPMENT USED

ELECTRONIC THEODOLITE
ELECTRONIC DISTANCE METER
TRAVERSE CLOSURE 1 IN 41,560+
PLAT CLOSURE 1 IN 163,654
BALANCED BY COMPASS RULE

APPROVED
Columbia County
Planning
Commission
1-30-19

PLAT

Prepared for

COLUMBIA COUNTY BOARD OF COMMISSIONERS

SHOWING A PORTION OF THE EXISTING TRAVEL WAY OF CLANTON ROAD THAT IS TO BE ABANDONED. SHOWN HEREON AND ON A RECORDED PLAT, RECORDED IN PLAT CABINET H SLIDE 54, PAGE No. 1, AS PARCEL 11

COLUMBIA COUNTY, GEORGIA

SCALE 1" = 80' DATE AUGUST 20, 2018

Prepared by:

H & C Surveying, Inc.
GA. COA NO. LSF002594
3822-E COMMERCIAL COURT P. O. BOX 211525
MARTINEZ, GA. 30917 PHONE (706) 863-3483

180909

Plat Doc: PLAT
Recorded 01/16/2019 03:05PM

CINDY MASON
Clerk Superior Court, COLUMBIA County, Ga.
Bk E2019 Pg 0049-0050
Penalty: $0.00
Interest: $0.00
Participants: 4878949578
$(PT61)

FOR CLERK OF COURT USE ONLY

PLEASE NOTE THAT THE FINAL ADDRESS SHOULD MATCH WHERE THE FINISHED DRIVEWAY IS LOCATED.

WHEN PERMITS ARE REQUESTED PLEASE USE THE ADDRESS THAT MATCHES THE LOCATION OF THE FINISHED DRIVEWAY.

RECORD PLAT

OF

SECTION II-A

of

WHISPERING PINES

SHOWING PROPERTY LOCATED IN THE 126th G.M.D.

COLUMBIA COUNTY, GEORGIA

SCALE 1" = 50' FEBRUARY 20, 2018

EQUIPMENT USED
ELECTRONIC THEODOLITE
ELECTRONIC DISTANCE METER
TRAVERSE CLOSURE 1 IN 41,580+
PLAT CLOSURE 1 IN 183,854
BALANCED BY COMPASS RULE

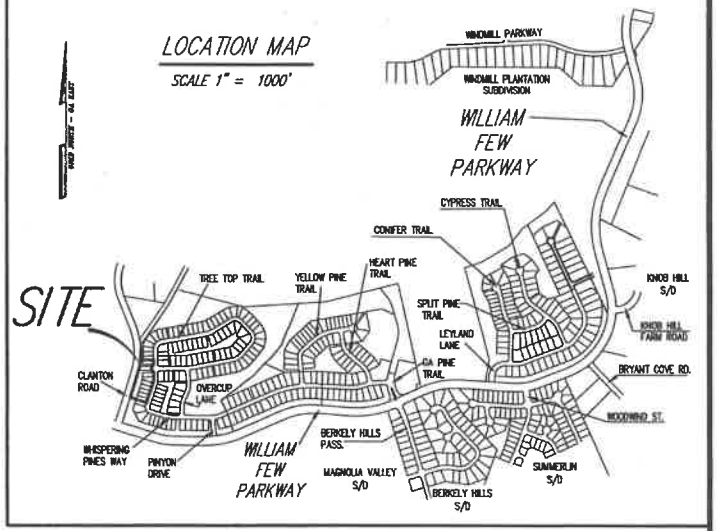
PREPARED BY:

H & C Surveying, Inc.

3822-E COMMERCIAL COURT P. O. BOX 211525
MARTINEZ, GA. 30917 PHONE (706) 863-3483

SHEET 1 OF 2

LOCATION MAP
SCALE 1" = 1000'



LEGEND

- IPS = 1/2" REINFORCING BAR SET
- OTF = OPEN TOP PIPE FOUND
- CTF = CRIMP TOP PIPE FOUND
- CS = CORNER NOT SET
- RBF = REINFORCING BAR FOUND
- = COMPUTED POINT
- CMF = CONCRETE R/W MONUMENT FOUND
- = FIRE HYDRANT
- = WATER VALVE
- = WATER METER
- = GAS VALVE
- = POWER POLE WITH GUY ANCHOR
- = TEMPORARY SEWER SERVICE
- = SANITARY MANHOLE
- = STORM JUNCTION BOX

BEARING / DISTANCE = EASEMENT BEARING & DISTANCE
S.W.T. = SINGLE WING TRAP
D.W.T. = DOUBLE WING TRAP
H.B.T. = HOOD BACK TRAP
FEDS = FLARED END SECTION
—"w"— WATER LINE
—g— GAS LINE
—P— OVERHEAD POWER LINES
—t— UNDERGROUND TELEPHONE LINES
968 = INDICATES STREET ADDRESS AND LOT NUMBER
= IRRIGATION TAP
= POWER TRANSFORMER BOX

SURVEYORS CERTIFICATION

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVAL OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

GEORGIA REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2270 RANDELL E. COOK

1-16-19

RANDELL E. COOK DATE

GEORGIA REGISTERED LAND SURVEYOR No. 2270

PROJECT OWNER INFORMATION

WHISPERING PINES OF EVANS, LLC
3519 WHEELER ROAD
AUGUSTA, GEORGIA 30909
TELEPHONE: 706-736-1070

OPERATION MANAGER :
KEITH LAWRENCE

PROJECT DATA

TOTAL NUMBER OF LOTS.....8
CURRENT ZONING.....PUD
TOTAL ACREAGE..... 2.22 Acres
ACREAGE IN 8 LOTS..... 1.22 Acres

AVERAGE LOT SIZE ..... 6,643 SQ. FT.
MINIMUM LOT..... 6,529 Sq. Ft. (LOT 110)
MAXIMUM LOT ..... 7,046 Sq. Ft. (LOT 115)

ACREAGE RESERVED IN OPEN SPACE

PARCEL No. 8 ..... 0.85 ACRE
PARCEL No. 9 ..... 0.18 ACRE

ACREAGE RESERVED IN RIGHT-OF-WAY

PARCEL No. 10 ..... 0.17 ACRE

MINIMUM BUILDING LINES

50' LOTS
LOTS 110 THRU 116 & LOT 133

FRONT LINES..... 25 FEET FROM R/W
SIDE LINES.....5 FEET FROM PROPERTY LINE
REAR LINES.....10 FEET FROM PROPERTY LINE

TAX MAP PARCEL NUMBER

059 367 - WHISPERING PINES OF EVANS, LLC

FINAL PLAT APPROVAL

PURSUANT TO THE LAND SUBDIVISION REGULATIONS OF COLUMBIA COUNTY, GEORGIA, ALL THE REQUIREMENTS FOR APPROVAL HAVING BEEN FULFILLED, THIS PLAT WAS GIVEN FINAL APPROVAL BY THE COLUMBIA COUNTY PLANNING COMMISSION ON

THIS APPROVAL CONSTITUTES APPROVAL OF A FINAL PLAT.

THIS 19 DAY OF January, 2018, 2019

SECRETARY, COLUMBIA COUNTY PLANNING COMMISSION

OWNERS CERTIFICATION

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY AS SHOWN ON THIS PLAT, THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY, THAT ALL STATE AND COUNTY TAXES OR OTHER ASSESSMENTS NOW DUE ON THIS LAND HAVE BEEN PAID, AND THAT WE ADOPT THIS PLAN OF SUBDIVISION WITH OUR FREE CONSENT AND DEDICATE THE WATER DISTRIBUTION SYSTEM, AND THEIR ASSOCIATED EASEMENTS, STREETS, AND RIGHT OF WAYS AS SHOWN TO THE BOARD OF COMMISSIONERS OF COLUMBIA COUNTY, GEORGIA.

T.M.P 059 367

WHISPERING PINES OF EVANS, LLC ON THIS 16th DAY OF January, 2019

BY _____ AS ITS AUTHORIZED AGENT

Michael O. Polatty
PRINT NAME

GENERAL NOTES

1. WETLANDS ARE UNDER THE JURISDICTION OF THE US ARMY CORPS OF ENGINEERS. ANY DISTURBANCE MUST BE PERMITTED UNDER THIS AGENCY.
2. NO. MARQUEE, ISLAND OR SPRINKLER SYSTEMS MAY BE LOCATED WITHIN R/W.
3. A 5 FOOT DRAINAGE & UTILITY EASEMENT ON ALL SIDE PROPERTY LINES AND A 10' DRAINAGE AND UTILITY EASEMENT ON ALL REAR PROPERTY LINES IS RESERVED TO COLUMBIA COUNTY, UNLESS OTHERWISE NOTED.
4. A 20' PERMANENT UTILITY EASEMENT IS RESERVED TO COLUMBIA COUNTY, OVER AND CENTERED, ON ALL UTILITY LINES, PIPES OR SWALES AS SHOWN OR AS BUILT UNLESS OTHERWISE NOTED, WIDTHS MAY VARY.
5. ALL INFORMATION SHOWN HEREON THAT RELATES TO WETLANDS, WAS TAKEN FROM A WETLAND DECLINATION MAP PREPARED BY HAMPTON SIMKINS, PWS OF SIMKINS ENVIRONMENTALLY CONSULTING.
6. A 9' UTILITY EASEMENT ALONG ALL RIGHT-OF-WAY LINES IS RESERVED TO COLUMBIA COUNTY UNLESS OTHERWISE NOTED.
7. NO. 4 RE-BARS ARE SET AT ALL LOT CORNERS, UNLESS OTHERWISE NOTED.
8. THE BUILDER IS RESPONSIBLE FOR VERIFYING ALL SERVICE LATERAL INVERT ELEVATIONS BEFORE ESTABLISHING FINISH FLOOR ELEVATIONS FOR THE STRUCTURE. ALL FINISH FLOOR ELEVATIONS MUST BE A MINIMUM OF 5 FOOT ABOVE THE SERVICE LATERAL INVERT.
9. THE LOCATIONS OF ALL SWALES SHOWN WERE FIELD LOCATED.
10. SLANTED TEXT IS USED TO DESCRIBE EASEMENT LIMITS.
11. COLUMBIA COUNTY WILL NOT MAINTAIN WET PONDS, SWALES OR NATURAL STREAM BEDS OR CREEKS.
12. THE ASPHALT PAVEMENT ON WHISPERING PINES WAY, OVERCUP LANE, PINYON DRIVE AND TREE TOP TRAIL ARE 24.0' WIDE WITH 24" OGEE CONCRETE CURBING EQUALING 28' TOTAL.
13. ADDITIONAL RESTRICTIVE COVENANTS MAY BE RECORDED WITH THIS PLAT.
14. THERE ARE STATE WATERS LOCATED WITHIN 200' OF THESE PARCELS OR LOTS. THE STATE WATERS SHOWN HEREON ARE APPROXIMATE. THEIR LOCATION IS BASED ON A FIELD LOCATION AT 200' INTERVALS ALONG EXISTING TOP OF BANKS. THE STATE WATERS BUFFER IS 25' FROM THE EXISTING TOP OF BANK.
15. SEE REFERENCE PLATS IN PLAT CABINETS
    P.C. H, SLIDE 191, PG. 1 (RECORD PLAT OF WHISPERING PINES, SECTION II)
16. PARCELS 8 AND 9 ARE DESIGNATED AS OPEN SPACE AND ARE TO BE DEEDED TO AND MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION.
17. DEVELOPMENT OF THIS PROPERTY IS RESTRICTED BY THE CONDITIONS OF REZONING FILE RZ05-10-10 AND RZ15-03-06.
18. DRIVEWAYS SHALL BE A MINIMUM 20 FEET AS MEASURED FROM BACK OF SIDEWALK.
19. ALL SIDEWALKS MUST CONFORM TO ADA ACCESSIBILITY STANDARDS AT ALL INTERSECTIONS AND CROSSINGS. ALL SIDEWALKS AND ADA RAMPS SHOWN HEREON HAVE NOT BEEN INSTALLED AT THIS TIME. THOSE SHOWN HERE WERE TAKEN FROM THE SUBDIVISION DEVELOPMENT PLANS AND ARE PROPOSED.
20. 100 YEAR FLOOD LINE BASED ON LOMR CASE No. 13-04-8301P, EFFECTIVE DATE NOVEMBER 6, 2014. AND FIRM NO. 13073C0140D, EFFECTIVE DATE SEPTEMBER 19, 2007.

STATE PLANE COORDINATE DATUM
NAD 83 GEORGIA EAST ZONE
COMB. SCALE FACTOR= 0.999888
ALL COORDINATES ARE GROUND COORDINATES.

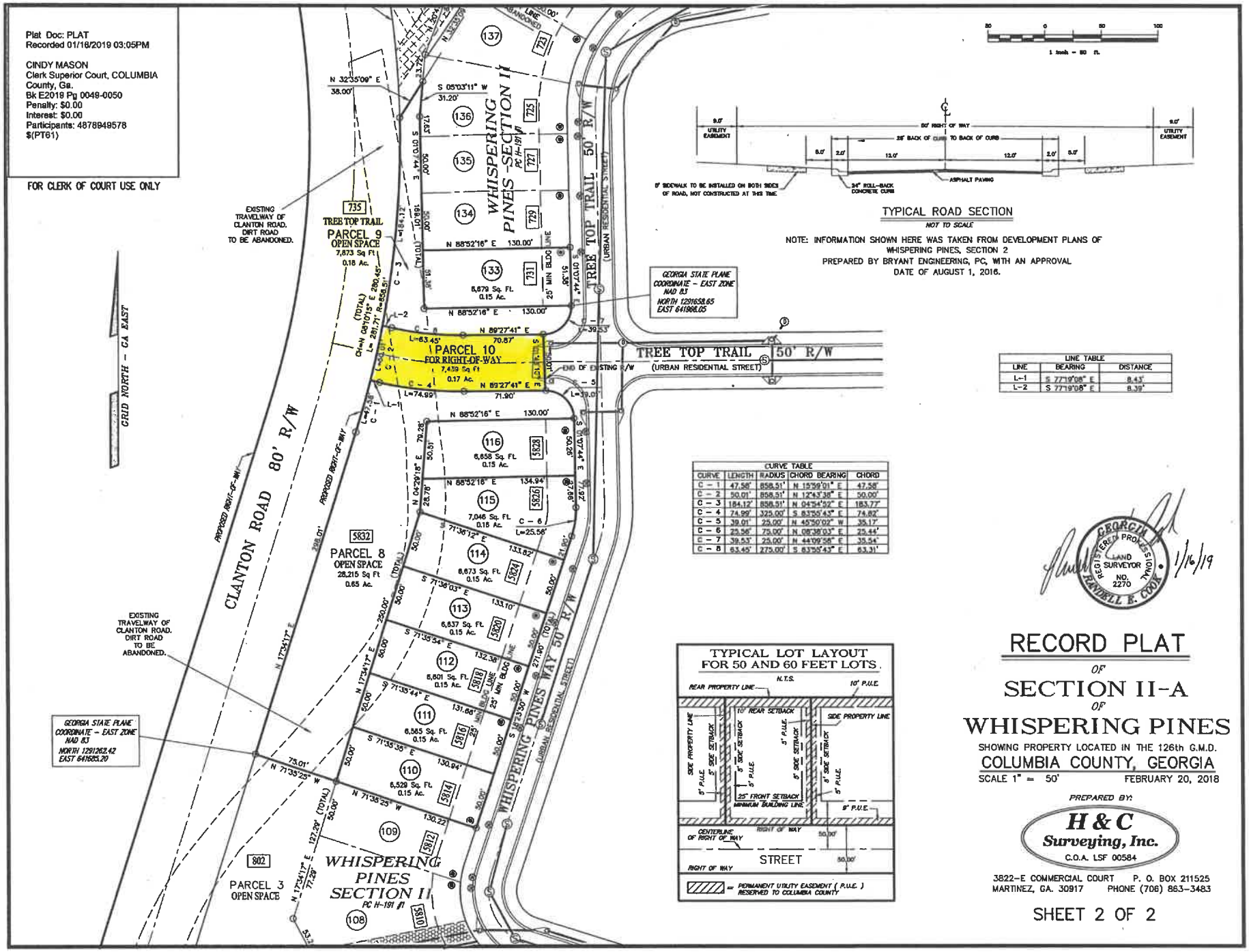
VERTICAL DATUM
ALL ELEVATIONS SHOWN ARE NAVD 88.

DRAWING NO. 160901-2A

Plat Doc: PLAT
Recorded 01/16/2019 03:05PM

CINDY MASON
Clerk Superior Court, COLUMBIA
County, Ga.
Bk E2019 Pg 0049-0050
Penalty: $0.00
Interest: $0.00
Participants: 4878849578
$(PT61)

FOR CLERK OF COURT USE ONLY



TYPICAL ROAD SECTION
NOT TO SCALE

NOTE: INFORMATION SHOWN HERE WAS TAKEN FROM DEVELOPMENT PLANS OF WHISPERING PINES, SECTION 2 PREPARED BY BRYANT ENGINEERING, PC, WITH AN APPROVAL DATE OF AUGUST 1, 2016.

LINE TABLE		
LINE	BEARING	DISTANCE
L-1	S 77°19'08" E	8.43'
L-2	S 77°19'08" E	8.39'

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD
C-1	47.58'	858.51'	N 15°39'01" E	47.58'
C-2	50.01'	858.51'	N 12°43'38" E	50.00'
C-3	184.12'	858.51'	N 04°54'52" E	183.77'
C-4	74.99'	325.00'	S 83°55'43" E	74.82'
C-5	39.01'	25.00'	N 45°50'02" W	35.17'
C-6	25.56'	75.00'	N 08°38'03" E	25.44'
C-7	39.53'	25.00'	N 44°09'58" E	35.54'
C-8	63.45'	275.00'	S 83°35'43" E	63.31'

GEORGIA REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2270 RANDELL E. COOK 1/16/19

RECORD PLAT
OF
SECTION II-A
OF
WHISPERING PINES

SHOWING PROPERTY LOCATED IN THE 126th G.M.D.
COLUMBIA COUNTY, GEORGIA
SCALE 1" = 50' FEBRUARY 20, 2018

PREPARED BY:

H & C Surveying, Inc.
C.O.A. LSF 00584
3822-E COMMERCIAL COURT P. O. BOX 211525
MARTINEZ, GA. 30917 PHONE (706) 863-3483

SHEET 2 OF 2

Public Works and Engineering Services Committee
February 3, 2026

Fund:		Department:	Engineering
Revenue:		Contact:	Kevin Fort
Expenses:		Phone:	706-312-7196
Line Codes(s):			

ITEM: Acceptance of Improvements for Tillery Park Area 7

BACKGROUND: Location – Tillery Park Area 7 Subdivision is located off Baker Place Road on Parcel 051 049F, being a total of 38.04 acres, having 12.89 acres of open space.

Request – Acceptance of improvements, to include the road, water, sanitary sewer, storm, and detention ponds, along with the right-of-ways and easements associated with these improvements, as specified and depicted on a plat prepared by H&C Surveyors, Inc. dated November 3, 2025.

Acceptance of Improvements, as shown on the plat and in the warranty deed, includes 22 new utility easements as shown on the plat and in the warranty deed, one (1) new 20’ ingress / egress easement labeled as "Easement No. 23," as well as detention two (2) ponds, Parcel 4 being 1.47 acres and Parcel 5 being 1.16 acres.

History — Tillery Park Section Area 7 will consist of 98 single family lots. The property is currently zoned PRD with an average lot size of 7,930 square feet.

The setbacks in this section—
Front Setbacks: Vary from: 15ft to 18ft as labeled on the Final Plat
Side Setbacks: Vary from 7.5 feet to 10 Feet

STAFF RECOMMENDATION: Staff recommends the acceptance of improvements, contingent upon staff’s approval, with a warranty period of two years from the date of final acceptance, unless extended pursuant to Code Section 74-46 (Maintenance).

COMMITTEE COMMENTS: Forward to Consent Agenda.

COMMITTEE RECOMMENDATION / MOTION: *Approved the acceptance of improvements for Tillery Park area 7.*

Return to:
Board of Commission Office
Columbia County
630 Ronald Reagan Drive, Building B
Evans, GA 30809
ATTN: COUNTY CLERK

WARRANTY DEED
TILLERY PARK Area 7

THIS INDENTURE made and entered into this ____ day of _____, 2026, by and between **TILLERY PARK DEVELOPMENT, LLC.** hereinafter called "**Grantor**", which expression shall include the plural as well as the singular, and heirs, legal representatives, successors and assigns, where the context so requires or admits, and **COLUMBIA COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter called "**Grantee**", which expression shall include the plural as well as the singular, and heirs, legal representatives, successors and assigns, where the context so requires or admits.

WITNESSETH:

THAT THE GRANTOR, for and in consideration of the sum of Ten & 00/100 Dollars ($10.00) and other good and valuable consideration paid by Grantee, the receipt and adequacy of which are hereby acknowledged by Grantor, has bargained, granted, sold, aliened, conveyed, and confirmed, and by these presents does bargain, grant sell, alien, convey and confirm unto Grantee, the property and property rights hereinafter described, to-wit:

Unencumbered **Fee Simple Title** to ALL those tracts or parcels of land lying and being in Columbia County, Georgia and shown on that Plat dated November 3, 2025 prepared for **TILLERY PARK DEVELOPMENT, LLC** by H&C Surveying, Inc., which Plat is recorded in the office of the Clerk of the Superior Court of Columbia County, Georgia at Plat Book **E2026**, Pages _____ (the "Plat") and designated as:

- **"Lonsdale Drive"** 50' R/W
- "**Attfield Drive**" 50' R/W
- **"Parcel 4 Detention Pond"** being 1.47 acres
- **"Parcel 5 Detention Pond"** being 1.17 acres

Reference is made to said Plat which is incorporated herein and made a part hereof for a more complete and accurate description of the metes, bounds, courses, distances, dimensions, and location of said land.

Tax Map and Parcel Number: **Portion of 051 049F**

ALSO, **Exclusive Permanent Utility Easements** as shown on the Plat for maintenance repair and operation of facilities, machinery and equipment to provide utility services for water, sanitary sewer, or storm water systems, being those easements designated as:

Easement No.1 – 2,400 sf or 0.06 ac
Easement No.2 – 2,560 sf or 0.06 ac
Easement No.3 – 2,565 sf or 0.06 ac
Easement No.4 – 2,600 sf or 0.06 ac
Easement No.5– 96 sf or 0.00 ac
Easement No.6 – 2,400 sf or 0.06 ac
Easement No.7 –12,313 sf or 0.28 ac
Easement No.8 – 2,642 sf or 0.06 ac
Easement No.9 – 2,618 sf or 0.06 ac
Easement No.10 –2,681 sf or 0.06 ac
Easement No.11– 2.706 sf or 0.06 ac
Easement No.12– 589 sf or 0.01 ac
Easement No.13– 2,772 sf or 0.06 ac
Easement No.14–3,267 sf or0.08 ac
Easement No.15–3,256 sf or 0.08 ac
Easement No.16– 2,699 sf or 0.06 ac
Easement No.17 –2,686 sf or 0.06 ac
Easement No.18– 412 sf or 0.01 ac
Easement No.19– 2,839 sf or 0.07 ac
Easement No.20– 3,229 sf or 0.07 ac
Easement No.21– 4,600 sf or0.11 ac
Easement No.22–3,222 sf or 0.07 ac
Easement No.23-14,883 f or 0.33 ac

ALSO, **Permanent Non-Exclusive Easements** as shown on the Plat for the construction, maintenance, repair, replacement of utilities, including but not limited to water, sewer, stormwater, electrical, broadband high speed internet/optical fiber cables and other related purposes Grantee may see fit; located along and inside of each front, side, and rear property line of each lot shown on the Plat with widths for each easement as designated on referenced Plat, or if no width is designated it shall be a width of five (5) feet on each side of side lot lines and ten (10) feet on each side of front and rear lot lines.

AND THAT THE GRANTOR, warrants to the Grantee the material and workmanship of the improvements conveyed hereby and agrees that, unless extended pursuant to this paragraph, from the date of written acceptance of the As-Built Drawings:

Grantor shall be responsible to maintain and repair All Improvements, other than Water and Sewer, dedicated to the Grantee for two (2) years.

The Grantor shall pay the reasonable costs for the Grantee to maintain and repair All Dedicated Water and Sewer Improvements for two (2) years.

Notwithstanding any provision to the contrary, Grantor will continue to be responsible for repair and maintenance of the Detention Pond(s) beyond the aforementioned maintenance period until the Grantor has filed a Notice of Termination of coverage of the NPDES General Construction Permit that has been accepted by Georgia Environmental Protection Division and Grantee.

The Grantor shall request in writing that the Grantee inspect the development for acceptance at least 60 days prior to the expiration of the maintenance and repair period. Failure to notify the Grantee in writing shall extend the maintenance and repair period until inspection is requested and performed, and all determined improvements are made.

The easements granted herein include the right of ingress and egress to said easements over the surrounding property of the Grantor for any and all purposes connected with the necessary and proper installation, construction, maintenance, repair, replacement and inspection of such utilities. The easements granted herein also include the right, where applicable, of ingress and egress from and to said easements over the surrounding property of the Grantor for tapping into any said utilities.

Grantor warrants that the uses identified in the deed of dedication, including right-of-ways and utilities, are not a violation of any covenant or other restriction on the property.

Grantor, its successors, assigns and legal representatives shall have the right to use the parcels of land which are subject to the easements herein granted in any manner not inconsistent or interfering with these easement rights conveyed to the Grantee, excluding, however, the right to erect, construct or maintain within the permanent easement area any, buildings, structures, other permanent improvements or trees or large shrubs, without obtaining the prior written consent of the Grantee. Grantor specifically agrees that if it improves the easement area, it will indemnify and hold Grantee harmless from any damages which may result to said improvements should Grantee be required to work in, or otherwise utilize, the easement area.

Any damages or additional costs resulting to Grantee as a result of alternative uses of such land shall be the responsibility of and paid for by the Grantor. On each of these easements, Grantee shall have the right to trim or remove trees, shrubs, bushes and other vegetation or ground cover as necessary to install, maintain, repair and operate the utility facilities located therein.

In accepting the easements granted hereby, Grantee shall not be obligated to maintain swales, natural streambeds or creeks through which storm water drains, the maintenance of which shall be the responsibility of the owner of fee simple title to the land covered by such easement.

The water, sanitary sewer, and broadband easements conveyed hereby include title to all pipes and structures and associated appurtenances located in or on the land conveyed or the land subject to the easements granted which are used in providing the same.

The storm water drainage system easements conveyed hereby include title to all pipes and structures and associated appurtenances located in or on the land conveyed or the land subject to the easements granted which are used in providing the same, unless the stormwater drainage system is associated with a pond's outfall discharges, in which, the Owner of the pond maintains the title to said infrastructure.

TO HAVE AND TO HOLD said property and easements unto Grantee, its successors and assigns in accordance with the terms herein. Grantor hereby warrants and represents that he/she/it is the owner of the above-described property and has the authority to convey to the Grantee the property and easements set forth herein. Grantor shall warrant and forever defend all and singular the Property onto Grantee against the claims of all person whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set his/her hand and seal on the day and year first above written.

Signed, sealed and delivered in our presence in _____ County, Georgia

_____
Unofficial Witness

_____
Notary Public, _____ County, Georgia

My commission expires:_____

[SEAL]

GRANTOR:
Tillery Park Development, LLC

By: _____
Print: _____
As Its: _____

Parcels: Portion of 051 049F

Colony Bank, joins in this conveyance to release its interest in that portion of the property rights described in plat for **Tillery Park Development LLC**, from that security deed recorded in the Office of the Clerk of Superior Court of Columbia County, Georgia, In Deed Book 13405, page 130 and In Deed Book 13405, page 139 and In Deed Book 14181, page 35 and In Deed Book 14235, page 273 and In Deed Book 14237, page 216 and In Deed Book 14551, page 163, as modified and/or subordinated.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal on the day and year first above written.

Signed, sealed and delivered in our presence in _____ County,
Georgia

_____
Unofficial Witness

_____
Notary Public, _____ County,
Georgia

My commission
expires:_____
[SEAL]

GRANTOR:

Colony Bank

By:_____

As Its: _____

ATTEST:

By: _____

As Its:

Parcels: Portion of 051 049F

Acceptance by Columbia County
Tillery Park Area 7

Columbia County, Georgia, hereby accepts the foregoing deed of dedication and incorporates the road rights of way contained therein, if any, into the public road system of Columbia County, Georgia and utility easements contained therein, if any, into respective public utility systems of Columbia County, Georgia.

Dated _____, 2025

Columbia County, Georgia

By: _____
As Chairman of its Board of Commissioners

Attest: _____
Its Clerk

[COUNTY SEAL]

Parcels: Portion of 051 049F

HULL BARRETT
ATTORNEYS

AUGUSTA AIKEN EVANS

MICHAEL E. FOWLER, JR. MFOWLER@HULLBARRETT.COM
- LICENSED IN GEORGIA, ALABAMA & SOUTH CAROLINA

CERTIFICATE OF TITLE

TO: Columbia County, Georgia

DATE: Effective date November 21, 2025 , at 8:00am

RE: Tillery Park Section Area 7- Deed of Dedication

ALL those tracts or parcels of land lying and being in Columbia County, Georgia and shown and designated as "Attfield Drive (50' R/W)","Lonsdale Drive (50' R/W)", "Parcel No. 4 "Detention Pond " 63867 SF 1.47 ac", "Parcel No. 5 "Detention Pond" 50,706 sq. ft. 1.16 ac", and Easement Nos. 1-23 on that plat dated November 3, 2025, prepared by H&C Surveying, Inc., which plat is attached hereto as Exhibit "A" (the "Plat"). Reference is made to said Plat which is incorporated herein and made a part hereof for a more complete and accurate description of the metes, bounds, courses, distances, dimensions and location of said land.

Tax Parcel No.: 051 049F

THIS IS TO CERTIFY that I have caused to be examined the public records of Columbia County, Georgia, relative to the title of the above referenced real estate situate in Columbia County, Georgia, that covered a period of at least sixty (60) years.

ALSO, the uses identified in the deed of dedication, including right-of-way and utilities, is not a violation of any covenant or other restriction on the property.

HULL BARRETT, PC, 1202 TOWN PARK LANE, STE 209, EVANS, GEORGIA 30809
TELEPHONE: (706) 722-4481 DIRECT: (706) 722-4485 FAX: (706) 650-0925

BASED UPON SUCH INVESTIGATION, it is my opinion **Tillery Park Development, LLC** is vested with fee simple, good and marketable title to the real estate so described, free and clear of all liens, limitations and encumbrances of record, with the following exceptions:

1. Such state of facts as shown on the plat referenced above.
2. Easements, or claims of easements, not shown by the public records..
3. All taxes or special assessments which are not shown as existing liens by the public records.
4. Notice of Commencement recorded in Book 13431, Page 59.
5. Security Deeds as set forth below:
   a. Tillery Park Development, LLC to Colony Bank recorded in Book 13405, Page 130, as modified and/or subordinated.
   b. Tillery Park Development, LLC to Colony Bank recorded in Book 13405, Page 139, as modified and/or subordinated.
   c. Tillery Park Development, LLC to Colony Bank recorded in Book 14181, Page 35, as modified and/or subordinated.
   d. Tillery Park Development, LLC to Colony Bank recorded in Book 14235, Page 273, as modified and/or subordinated.
   e. Tillery Park Development, LLC to Colony Bank recorded in Book 14237, Page 216, as modified and/or subordinated.
   f. Tillery Park Development, LLC to Ivey Group, LLC recorded in Book 14551, Page 163, as modified and/or subordinated.
   g. Declaration of Covenants, Conditions and Restrictions & Bylaws for Tillery Park recorded in Book 14273, Page 176, Book 14301, Page 81, Book 14674, Page 232 and in Book 15269, Page 91, and as amended.
   h. Easements in favor of Georgia Power recorded in Book 14478, Page 198-204, Book 14478, Page 205-208 and in Book 15856, Page 215.

Hull Barrett, P.C.

BY: _____
Michael E. Fowler, Jr.
Closing Attorney

Columbia County, Georgia
Project Construction Cost

Date:

11/13/2025

Complete Name of Development (Section/Phase):

TILLERY PARK, AREA 7

Name of Developer:

TILLERY PARK DEVELOPMENT, LLC

Name of Engineering Firm/Surveyor:

H & C SURVEYING, INC.

Name of Contractor:

PRATHER CONSTRUCTION COMPANY, INC.

TOTAL NUMBER OF LOTS	98 LOTS

DESCRIPTION	**TOTAL COST**	**TOTAL LENGTH**
ROADWAY	$1,456,609.00	4,089 L.F.
SANITARY SEWER	$369,840.00	3,524 L.F.
STORM SEWER	$714,607.00	6,007 L.F.
WATER	$357,465.00	4,091 L.F.

SIDEWALK	NA	NA

FOR CLERK OF COURT USE ONLY

NOTE:
LOTS 358 THRU 362 AND 372 THRU 378 SHALL HAVE A 8' PRIVACY FENCE AS A BUFFER TO DETENTION POND, TO BE INSTALLED BY BUILDER DURING HOUSE CONSTRUCTION.

STATE PLANE COORDINATE DATUM
NAD 83 GEORGIA EAST ZONE
COMB. SCALE FACTOR 0.999888
ALL COORDINATES ARE GROUND COORDINATES.

VERTICAL DATUM
ALL ELEVATIONS SHOWN ARE NAVD 88.

PLEASE NOTE THAT THE FINAL ADDRESS SHOULD MATCH WHERE THE FINISHED DRIVEWAY IS LOCATED.

WHEN PERMITS ARE REQUESTED PLEASE USE THE ADDRESS THAT MATCHES THE LOCATION OF THE FINISHED DRIVEWAY.

NO ACCESSORY STRUCTURE MAY BE LOCATED WITHIN 5 FEET OF ANY SIDE OR REAR PROPERTY LINE

RECORD PLAT
OF
TILLERY PARK
AREA 7

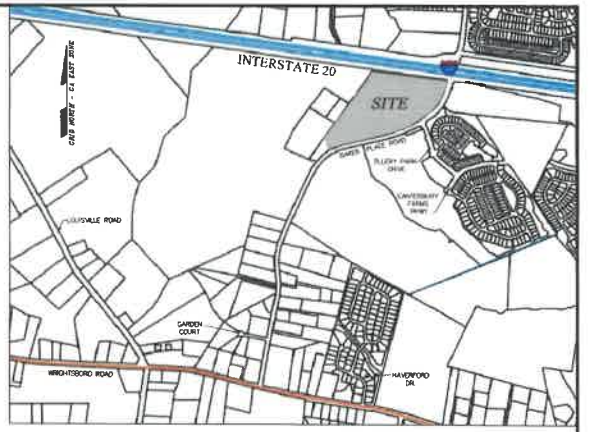
SHOWING PROPERTY LOCATED IN THE 126th G.M.D.
COLUMBIA COUNTY, GEORGIA
SCALE 1" = 50' NOVEMBER 3, 2025

PREPARED BY:

H & C Surveying, Inc.
C.O.A. LSF 000584
3822-E COMMERCIAL COURT P. O. BOX 211525
MARTINEZ, GA. 30917 PHONE (706) 863-3483

SHEET 1 OF 3

LEGEND
IPS = 1/2" REINFORCING BAR SET
OPF = OPEN TOP PIPE FOUND
CTF = CRIMP TOP PIPE FOUND
RBF = REINFORCING BAR FOUND
CMF = CONCRETE MONUMENT FOUND
CP = COMPUTED POINT
PAEL = PERMANENT ASPHALT EASEMENT
BFE = BASE FLOOD ELEVATION
MH FF = MINIMUM FINISHED FLOOR ELEVATION
= STREET ADDRESS
= SANITARY MANHOLE
= SEWER SERVICE
= MON PILOT
= STORM MANHOLE
= SINGLE WING INLET
= DOUBLE WING INLET
= HOOD INLET
= FLARED END SECTION
= FIRE HYDRANT
= WATER VALVE
= WATER SERVICE
= WATER LINES
= SANITARY SEWER LINES
= STORM SEWER LINES
= PROPERTY LINE TO BE ABANDONED
= 100 YEAR FLOODPLAIN
= STREET ADDRESS
= TAX MAP PARCEL NO (AS OF PLAT DATE)



VICINITY MAP
1" = 1000'

PROJECT DATA

OWNER/DEVELOPERS
TILLERY PARK DEVELOPMENT, LLC
672 INDUSTRIAL PARK DRIVE, SUITE 200
EVANS, GA 30809
PHONE (706) 868-9363

24 HOUR EMERGENCY CONTACT
JASON WRINGHTER
672 INDUSTRIAL PARK DRIVE SUITE 200
EVANS, GA 30809
PHONE (706) 868-9363

TAX MAP PARCEL NUMBER
051 049F - TILLERY PARK DEVELOPMENT, LLC

ZONING
PRD W/CONDITIONS

ZONING CASE No.
RZ2D-07-03, RZ21-09-03
RZ22-08-06, RZ23-08-01
AND RZ24-09-05

PROJECT DATA
CURRENT ZONING..... PRD W/CONDITIONS
TOTAL ACREAGE..... 38.04 Acres
TOTAL NUMBER OF LOTS..... 98
ACREAGE IN 98 LOTS..... 17.84 Acres (777,128 SQ. FT.)
MINIMUM LOT SIZE..... 8,000 Sq. Ft. (0.14 Ac.)
MAXIMUM LOT ..... 11,651 Sq. Ft. (0.27 Ac.)
AVERAGE LOT SIZE ..... 7,930 Sq. Ft. (0.18 Ac.)
TOTAL ACREAGE IN STREET R/W ..... 4.68 Acres
TOTAL ACREAGE IN OPEN SPACE ..... 12.89 Acres
(TO BE DEEDED TO H.O.A.)
(PARCEL 1 - 5.86 ACRES) PASSIVE
(PARCEL 2 - 3.67 ACRES) PASSIVE
(PARCEL 3 - 3.36 ACRES) ACTIVE
TOTAL ACREAGE IN DETENTION PONDS ... 2.63 Acres
(TO BE DEEDED TO COLUMBIA COUNTY)
(PARCEL 4 - 1.47 ACRES)
(PARCEL 5 - 1.16 ACRES)

MINIMUM BUILDING LINES
FRONT SETBACK - (LOTS 281-306, (326-342) - 15 FT. FROM R/W
FRONT SETBACK - LOTS 307-325, 343-378 - 18 FT. FROM R/W
REAR SETBACK - 10 FT.
SIDE SETBACK (LOTS 281-306) - 10 FT.
SIDE SETBACK (LOTS 307-378) - 7.5 FT.

EASEMENT DATA

20' WIDE PERMANENT UTILITY EASEMENT RESERVED TO COLUMBIA COUNTY. EASEMENT IS CENTERED ON UTILITY STRUCTURES OR CENTER OF SWALE, UNLESS OTHERWISE NOTED

EXISTING PERMANENT UTILITY EASEMENT PREVIOUSLY RESERVED TO COLUMBIA COUNTY. EASEMENT IS CENTERED ON UTILITY STRUCTURES OR OWNER OF SWALE, UNLESS OTHERWISE NOTED.

NEW PERMANENT UTILITY EASEMENTS RESERVED TO COLUMBIA COUNTY

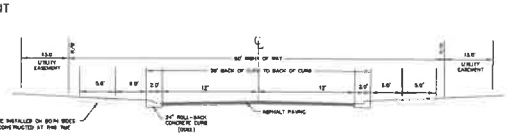
EASEMENT No. "1" 2,400 S.F. OR 0.06 AC. OUTSIDE OF R/W.	**EASEMENT No. "2"** 2,560 S.F. OR 0.06 AC. OUTSIDE OF R/W.
EASEMENT No. "3" 2,565 S.F. OR 0.06 AC OUTSIDE OF R/W.	**EASEMENT No. "4"** 2,600 S.F. OR 0.06 AC. OUTSIDE OF R/W.
EASEMENT No. "5" 96 S.F. OR 0.00 AC. OUTSIDE OF R/W.	**EASEMENT No. "6"** 2,400 S.F. OR 0.06 AC. OUTSIDE OF R/W.
EASEMENT No. "7" 12,313 S.F. OR 0.28 AC. OUTSIDE OF R/W.	**EASEMENT No. "8"** 2,642 S.F. OR 0.06 AC. OUTSIDE OF R/W.
EASEMENT No. "9" 2,618 S.F. OR 0.06 AC. OUTSIDE OF R/W.	**EASEMENT No. "10"** 2,681 S.F. OR 0.06 AC. OUTSIDE OF R/W.
EASEMENT No. "11" 2,706 S.F. OR 0.06 AC. OUTSIDE OF R/W.	**EASEMENT No. "12"** 589 S.F. OR 0.01 AC. OUTSIDE OF R/W.
EASEMENT No. "13" 2,772 S.F. OR 0.06 AC OUTSIDE OF R/W.	**EASEMENT No. "14"** 3,267 S.F. OR 0.08 AC. OUTSIDE OF R/W.
EASEMENT No. "15" 3,256 S.F. OR 0.08 AC. OUTSIDE OF R/W.	**EASEMENT No. "16"** 2,699 S.F. OR 0.06 AC. OUTSIDE OF R/W.
EASEMENT No. "17" 2,686 S.F. OR 0.06 AC OUTSIDE OF R/W.	**EASEMENT No. "18"** 412 S.F. OR 0.01 AC. OUTSIDE OF R/W.
EASEMENT No. "19" 2,839 S.F. OR 0.07 AC. OUTSIDE OF R/W.	**EASEMENT No. "20"** 3,229 S.F. OR 0.07 AC. OUTSIDE OF R/W.
EASEMENT No. "21" 4,500 S.F. OR 0.11 AC. OUTSIDE OF R/W.	**EASEMENT No. "22"** 3,222 S.F. OR 0.07 AC. OUTSIDE OF R/W

NEW 20' INGRESS-EGRESS EASEMENT RESERVED TO COLUMBIA COUNTY

EASEMENT No. "23" 14,483 S.F. OR 0.33 AC OUTSIDE OF R/W

GENERAL NOTES

1. A 5 FOOT DRAINAGE & UTILITY EASEMENT IS RESERVED TO COLUMBIA COUNTY ALONG ALL SIDE PROPERTY LINES.
2. A 10 FOOT DRAINAGE & UTILITY EASEMENT IS RESERVED TO COLUMBIA COUNTY ALONG ALL REAR PROPERTY LINES
3. A 20 FOOT DRAINAGE & UTILITY EASEMENT IS RESERVED TO COLUMBIA COUNTY OVER ALL PIPES & SWALES AS SHOWN OR AS BUILT UNLESS OTHERWISE SHOWN
4. ADDITIONAL RESTRICTIVE COVENANTS MAY BE RECORDED WITH THIS PLAT
5. COLUMBIA COUNTY WILL NOT MAINTAIN WET PONDS, SWALES, NATURAL STREAM BEDS OR CREEKS
6. NO MARQUEE, ISLANDS OR SPRINKLER SYSTEMS THAT ARE TO BE LOCATED WITHIN R/W
7. IRON PINS (#4 RE-BAR) SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.
8. ALL FINISHED FLOOR ELEVATIONS ARE TO BE SET AT A MINIMUM OF 5' ABOVE SANITARY SEWER SERVICE INVERT. IT IS THE BUILDERS RESPONSIBILITY TO DETERMINE THE IN ELEVATION BEFORE BEGINNING CONSTRUCTION
9. ACCORDING TO FIRM MAP 13073C0230E DATED JUNE 7, 2018 AND FIRM MAP 13073C0210E DATED JUNE 7, 2018, NO PORTION OF THE PROPERTY IS LOCATED IN A FLOOD HAZARD ZONE.
10. THERE ARE NO STATE WATERS LOCATED WITHIN THE TRACTS OR LOTS OR WITHIN 200' OF THESE TRACTS OR LOTS.
11. DEVELOPMENT OF THIS PROPERTY IS RESTRICTED BY THE CONDITIONS OF RZ2D-07-03 AND RZ21-09-03 RZ22-08-06, RZ23-08-01 AND RZ24-01-05
12. A 15' UTILITY EASEMENT ALONG ALL 50' RIGHT-OF-WAY LINES IS RESERVED TO COLUMBIA COUNTY UNLESS OTHERWISE NOTED.
13. WETLANDS ARE UNDER THE JURISDICTION OF THE US ARMY CORPS OF ENGINEERS ANY DISTURBANCE MUST BE PERMITTED UNDER THIS AGENCY
14. PAVEMENT ON ATTFIELD DRIVE IS 24'0" WIDE WITH 2' CONCRETE CURB AND GUTTER EQUALING 28' TOTAL.
15. PAVEMENT ON LOOPSIDE DRIVE IS 24.0' WIDE WITH 2' CONCRETE CURB AND GUTTER EQUALING 28' TOTAL
16. PARCELS 1, 2, AND 3 ARE DESIGNATED AS OPEN SPACE AND ARE TO BE DEEDED TO AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION
17. THE EXISTING PERMANENT UTILITY EASEMENTS THAT WERE PREVIOUSLY RESERVED TO COLUMBIA COUNTY WHICH LIE WITHIN THE NEW RIGHT OF WAYS CREATED BY THIS PLAT, WILL BE EXTINGUISHED UPON THE CONVEYANCE OF FEE SIMPLE TITLE OF THE ROAD RIGHT OF WAYS TO COLUMBIA COUNTY, GEORGIA. ALL EXISTING ACCESS, PERMANENT, OR DRAINAGE AND UTILITY EASEMENTS THAT WERE PREVIOUSLY RESERVED TO COLUMBIA COUNTY THAT LIE OUTSIDE OF THOSE NEW RIGHT OF WAYS SHALL REMAIN
18. IN ACCORDANCE WITH COLUMBIA COUNTY CODE SECTION 24-1, A MINIMUM OF THREE 3" CALIPER TREES ARE TO BE PLANTED WITHIN THE FRONT OR SIDE YARD AREAS. ANY EXISTING TREES MAY BE COUNTED IN THE FULFILLMENT OF THIS REQUIREMENT.
19. MINIMUM DRIVEWAY LENGTH OF 20 FEET AS MEASURED FROM THE BACK OF SIDEWALK.
20. ALL SIDEWALKS ARE TO BE ADA ACCESSIBLE AT ALL STREET CROSSINGS
21. ALL SIDEWALKS PLACED IN FRONT OF LOTS TO BE INSTALLED BY HOMEBUILDER. ALL PEDESTRIANS PATHS OR SIDEWALKS PLACED IN FRONT OF OR WITHIN OPEN SPACE TO BE INSTALLED BY DEVELOPER FOR THE CASE OF THIS PROJECT THE HOMEBUILDER AND DEVELOPER ARE THE SAME ENTITY. ALL SIDEWALKS SHALL BE FIVE FEET WIDE. THE DEVELOPER IS RESPONSIBLE FOR CONSTRUCTION OF THE SIDEWALK/MULTIUSE TRAIL WHERE NOT ASSOCIATED WITH LOTS PRIOR TO THE EXPIRATION OF THE WARRANTY PERIOD.
22. SIDEWALKS ARE REQUIRED ON BOTH SIDES OF ALL PUBLIC ROADS. SIDEWALKS IN OPEN SPACE AREAS AND ALONG PRIVATE ROADS ARE REQUIRED TO BE INSTALLED AS APPROVED ON THE PRELIMINARY PLAT.
23. PER ZONING CONDITIONS A LETTER OF APPROVAL FROM THE ARCHITECTURAL REVIEW BOARD WILL BE REQUIRED WITH EACH BUILDING PERMIT SUBMITTAL
24. COLUMBIA COUNTY IS NOT RESPONSIBLE FOR MAINTENANCE OF LANDSCAPE ENHANCEMENTS INSIDE PUBLIC RIGHT-OF-WAY.



PRIMARY ROUTE TYPICAL ROAD SECTION
NOT TO SCALE

TILLERY PARK, AREA 7
PREPARED BY CIVIL DESIGN SOLUTIONS
TAKEN FROM APPROVED PLANS DATED FEBRUARY 28, 2025

FINAL PLAT APPROVAL
PURSUANT TO THE LAND SUBDIVISION REGULATIONS OF COLUMBIA COUNTY, GEORGIA, ALL THE REQUIREMENTS FOR APPROVAL HAVING BEEN FULFILLED, THIS PLAT WAS GIVEN FINAL APPROVAL BY THE COLUMBIA COUNTY PLANNING COMMISSION ON

THIS APPROVAL CONSTITUTES APPROVAL OF A FINAL PLAT
THIS _____ DAY OF _____, 2025

_____
SECRETARY, COLUMBIA COUNTY PLANNING COMMISSION

COUNTY CERTIFICATION
THIS IS TO CERTIFY THAT THE WATER DISTRIBUTION SYSTEM, SANITARY SEWER SYSTEM, STORM SEWER SYSTEM AND INCLUDING THE STREET INSTALLATION, OR BOND IN LIEU THEREOF, RIGHT-OF-WAY ASSOCIATED EASEMENTS AS SHOWN AND OTHER IMPROVEMENTS HAVE BEEN DEDICATED TO AND ACCEPTED BY THE BOARD OF COMMISSIONERS OF COLUMBIA COUNTY, GEORGIA

_____ _____
ENGINEERING SERVICES DATE

_____ _____
CLERK, BOARD OF COMMISSIONERS DATE

OWNERS CERTIFICATION
WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY AS SHOWN ON THIS PLAT; THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY, THAT ALL STATE AND COUNTY TAXES OR OTHER ASSESSMENTS NOW DUE ON THIS LAND HAVE BEEN PAID, AND THAT WE ADOPT THIS PLAN OF SUBDIVISION WITH OUR FREE CONSENT AND DEDICATE THE SANITARY SEWER SYSTEM, STORM SEWER SYSTEM, AND WATER DISTRIBUTION SYSTEM, AND THEIR ASSOCIATED EASEMENTS, STREETS, AND RIGHT OF WAYS AS SHOWN TO THE BOARD OF COMMISSIONERS OF COLUMBIA COUNTY, GEORGIA.

T.M.P 051 049F

TILLERY PARK DEVELOPMENT, LLC ON THIS ____ DAY OF _____, 2025

BY _____ AS ITS AUTHORIZED AGENT

_____
PRINT NAME

SURVEYORS CERTIFICATION
AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVAL OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67

_____ _____
ROBERT L. HERRINGTON, JR DATE
GEORGIA REGISTERED LAND SURVEYOR No. 1621

GEORGIA REGISTERED NO. 1621 LAND SURVEYOR ROBERT LEE HERRINGTON, JR

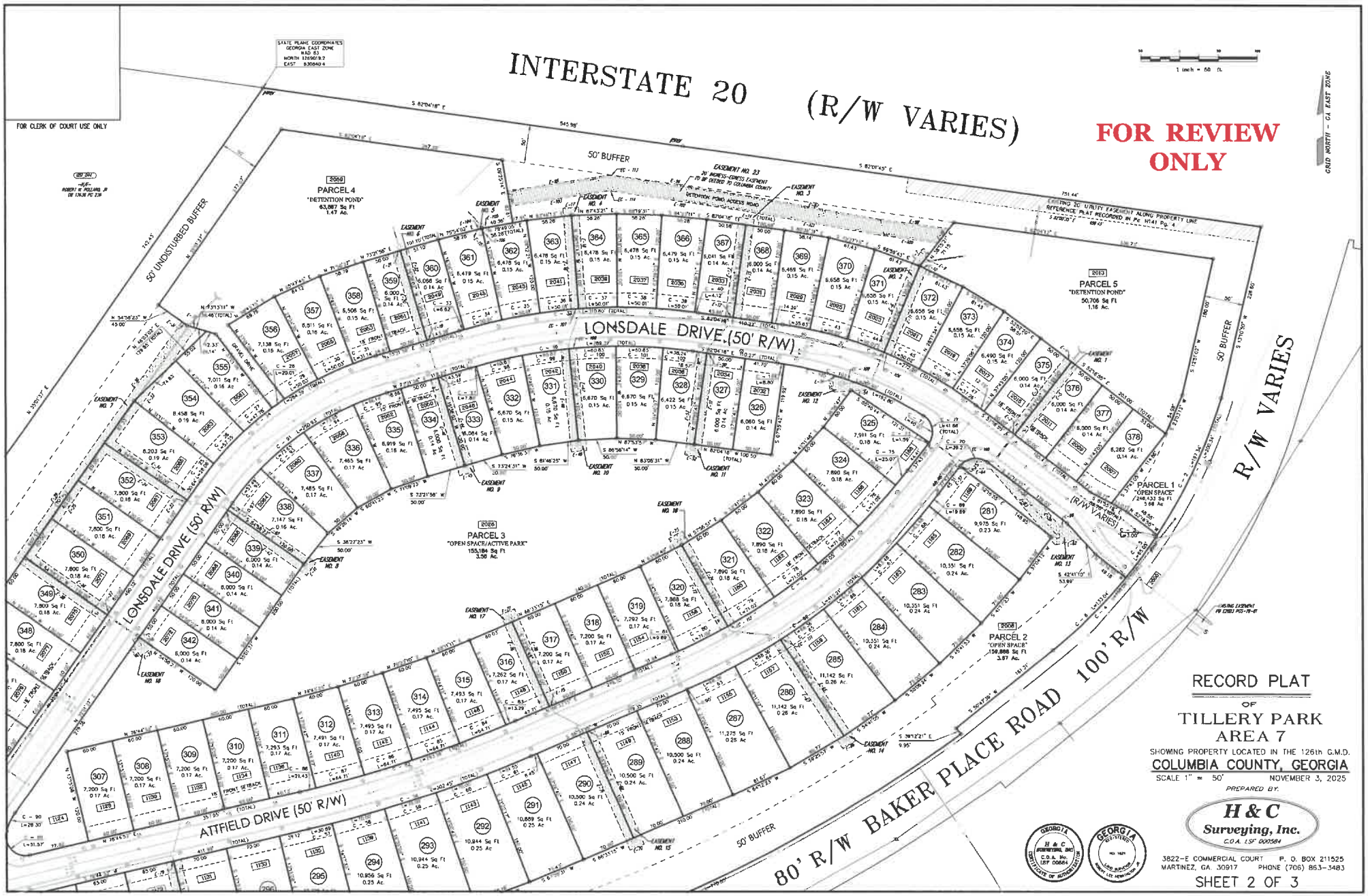
H & C SURVEYING, INC. C.O.A. No. LSF 000584 CERTIFICATE OF AUTHORIZATION

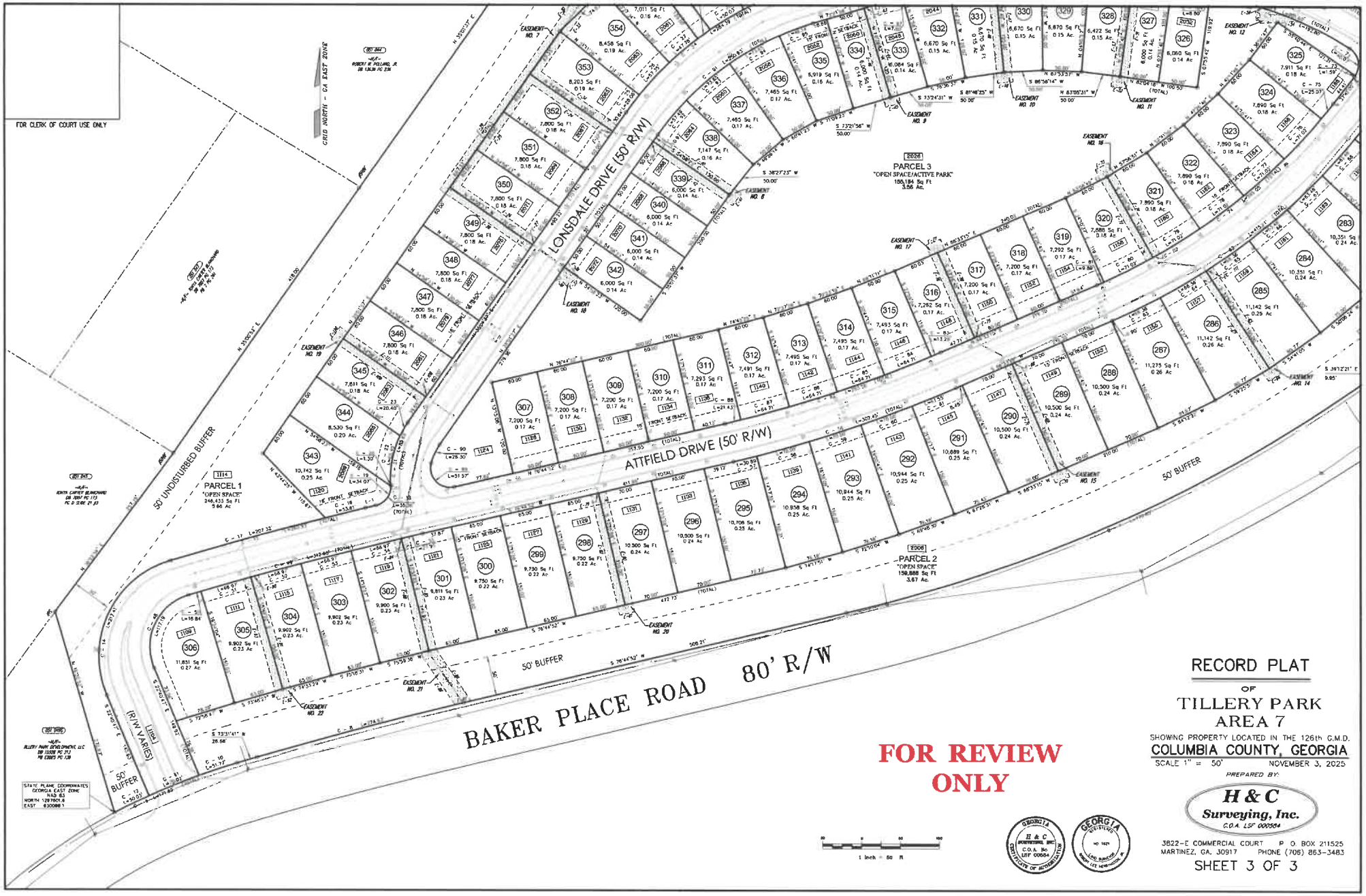
FOR REVIEW ONLY

250302.dwg

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD
C - 1	2006.34'	888.31'	N 20°09'39" E	1599.03'
C - 2	1167.24'	888.31'	N 25°19'09" E	1086.82'
C - 3	839.10'	888.31'	N 61°37'44" E	808.10'
C - 4	1168.08'	888.31'	N 43°17'18" E	1087.00'
C - 5	839.10'	888.31'	N 16°56'51" E	808.10'
C - 6	1.33.04'	888.31'	N 41°16'24" E	1.32.82'
C - 7	2,710.80'	1,515.31'	N 21°17'17" W	2,363.68'
C - 8	374.61'	1,515.31'	S 73°03'11" W	374.61'
C - 9	1.71.82'	2,030.31'	S 81°27'08" W	171.47'
C - 10	21.73'	2,030.31'	S 77°40'08" W	21.73'
C - 11	731.00'	2,030.31'	S 63°13'11" W	731.00'
C - 12	1,253.21'	2,030.31'	S 37°07'34" W	1,232.87'
C - 13	1.12.41'	1,515.31'	S 27°13'56" W	1.12.38'
C - 14	1,192.61'	1,515.31'	S 49°22'39" W	1,162.05'
C - 15	1,111.11'	1,515.31'	S 74°15'22" W	1,086.31'
C - 16	1.1.11'	1,515.31'	S 97°44'5" W	1.1.11'
C - 17	1.17.76'	1,515.31'	S 74°17'19" W	1.17.76'
C - 18	1.1.76'	1,515.31'	N 30°17'44" E	1.2.49'
C - 19	1,127.44'	1,515.31'	N 51°37'49" E	1,1.4.9'
C - 20	1.1.11'	1,515.31'	N 72°13'39" E	1.1.11'
C - 21	1.1.11'	1,515.31'	N 89°51'29" E	1.1.11'
C - 22	1,1.1.11'	1,515.31'	S 72°37'47" E	1,1.1.11'
C - 23	1,1.1.11'	1,515.31'	S 53°03'47" E	1,1.1.11'
C - 24	1,1.1.11'	1,515.31'	S 33°29'47" E	1,1.1.11'
C - 25	1,1.1.11'	1,515.31'	S 13°55'47" E	1,1.1.11'
C - 26	1,1.1.11'	1,515.31'	S 5°38'16" W	1,1.1.11'
C - 27	1,1.1.11'	1,515.31'	S 25°22'17" W	1,1.1.11'
C - 28	1,1.1.11'	1,515.31'	S 45°06'17" W	1,1.1.11'
C - 29	1,1.1.11'	1,515.31'	S 64°50'17" W	1,1.1.11'
C - 30	1,1.1.11'	1,515.31'	S 84°34'17" W	1,1.1.11'
C - 31	1,1.1.11'	1,515.31'	N 75°03'42" W	1,1.1.11'
C - 32	1,1.1.11'	1,515.31'	N 55°19'42" W	1,1.1.11'
C - 33	1,1.1.11'	1,515.31'	N 35°35'42" W	1,1.1.11'
C - 34	1,1.1.11'	1,515.31'	N 15°51'42" W	1,1.1.11'
C - 35	1,1.1.11'	1,515.31'	N 3°52'57" E	1,1.1.11'
C - 36	1,1.1.11'	1,515.31'	N 23°36'57" E	1,1.1.11'
C - 37	1,1.1.11'	1,515.31'	N 43°20'57" E	1,1.1.11'
C - 38	1,1.1.11'	1,515.31'	N 63°04'57" E	1,1.1.11'
C - 39	1,1.1.11'	1,515.31'	N 82°48'57" E	1,1.1.11'
C - 40	1,1.1.11'	1,515.31'	N 88°16'18" W	1,1.1.11'
C - 41	1,1.1.11'	1,515.31'	N 68°32'18" W	1,1.1.11'
C - 42	1,1.1.11'	1,515.31'	N 48°48'18" W	1,1.1.11'
C - 43	1,1.1.11'	1,515.31'	N 29°04'18" W	1,1.1.11'
C - 44	1,1.1.11'	1,515.31'	N 9°20'18" W	1,1.1.11'
C - 45	1,1.1.11'	1,515.31'	N 10°23'42" E	1,1.1.11'
C - 46	1,1.1.11'	1,515.31'	N 30°07'42" E	1,1.1.11'
C - 47	1,1.1.11'	1,515.31'	N 49°51'42" E	1,1.1.11'
C - 48	1,1.1.11'	1,515.31'	N 69°35'42" E	1,1.1.11'
C - 49	1,1.1.11'	1,515.31'	N 74°09'44" E	1,1.1.11'
C - 50	1,1.1.11'	1,515.31'	N 54°25'44" E	1,1.1.11'
C - 51	1,1.1.11'	1,515.31'	N 34°41'44" E	1,1.1.11'
C - 52	1,1.1.11'	1,515.31'	N 14°57'44" E	1,1.1.11'
C - 53	1,1.1.11'	1,515.31'	N 4°46'16" W	1,1.1.11'
C - 54	1,1.1.11'	1,515.31'	N 24°30'16" W	1,1.1.11'
C - 55	1,1.1.11'	1,515.31'	N 44°14'16" W	1,1.1.11'
C - 56	1,1.1.11'	1,515.31'	N 63°58'16" W	1,1.1.11'
C - 57	1,1.1.11'	1,515.31'	N 83°42'16" W	1,1.1.11'
C - 58	1,1.1.11'	1,515.31'	N 74°35'00" W	1,1.1.11'
C - 59	1,1.1.11'	1,515.31'	N 54°51'00" W	1,1.1.11'
C - 60	1,1.1.11'	1,515.31'	N 35°07'00" W	1,1.1.11'
C - 61	1,1.1.11'	1,515.31'	N 15°23'00" W	1,1.1.11'
C - 62	1,1.1.11'	1,515.31'	N 4°16'27" E	1,1.1.11'
C - 63	1,1.1.11'	1,515.31'	N 24°00'27" E	1,1.1.11'
C - 64	1,1.1.11'	1,515.31'	N 43°44'27" E	1,1.1.11'
C - 65	1,1.1.11'	1,515.31'	N 63°28'27" E	1,1.1.11'
C - 66	1,1.1.11'	1,515.31'	N 83°12'27" E	1,1.1.11'
C - 67	1,1.1.11'	1,515.31'	N 74°09'44" E	1,1.1.11'
C - 68	1,1.1.11'	1,515.31'	S 84°09'29" E	1,1.1.11'
C - 69	1,1.1.11'	1,515.31'	S 64°25'29" E	1,1.1.11'
C - 70	1,1.1.11'	1,515.31'	S 44°41'29" E	1,1.1.11'
C - 71	1,1.1.11'	1,515.31'	S 24°57'29" E	1,1.1.11'
C - 72	1,1.1.11'	1,515.31'	S 5°13'29" E	1,1.1.11'
C - 73	1,1.1.11'	1,515.31'	S 14°30'01" W	1,1.1.11'
C - 74	1,1.1.11'	1,515.31'	S 34°14'01" W	1,1.1.11'
C - 75	1,1.1.11'	1,515.31'	S 53°58'01" W	1,1.1.11'
C - 76	1,1.1.11'	1,515.31'	S 73°42'01" W	1,1.1.11'
C - 77	1,1.1.11'	1,515.31'	S 83°25'34" W	1,1.1.11'
C - 78	1,1.1.11'	1,515.31'	S 63°41'34" W	1,1.1.11'
C - 79	1,1.1.11'	1,515.31'	S 43°57'34" W	1,1.1.11'
C - 80	1,1.1.11'	1,515.31'	S 24°13'34" W	1,1.1.11'
C - 81	1,1.1.11'	1,515.31'	S 4°29'34" W	1,1.1.11'
C - 82	1,1.1.11'	1,515.31'	S 15°14'06" E	1,1.1.11'
C - 83	1,1.1.11'	1,515.31'	S 35°30'06" E	1,1.1.11'
C - 84	1,1.1.11'	1,515.31'	S 55°46'06" E	1,1.1.11'
C - 85	1,1.1.11'	1,515.31'	S 76°02'06" E	1,1.1.11'
C - 86	1,1.1.11'	1,515.31'	S 86°18'39" E	1,1.1.11'
C - 87	1,1.1.11'	1,515.31'	S 66°34'39" E	1,1.1.11'
C - 88	1,1.1.11'	1,515.31'	S 46°50'39" E	1,1.1.11'
C - 89	1,1.1.11'	1,515.31'	S 27°06'39" E	1,1.1.11'
C - 90	1,1.1.11'	1,515.31'	S 7°22'39" E	1,1.1.11'
C - 91	1,1.1.11'	1,515.31'	N 12°21'12" W	1,1.1.11'
C - 92	1,1.1.11'	1,515.31'	N 32°05'12" W	1,1.1.11'
C - 93	1,1.1.11'	1,515.31'	N 51°49'12" W	1,1.1.11'
C - 94	1,1.1.11'	1,515.31'	N 71°33'12" W	1,1.1.11'
C - 95	1,1.1.11'	1,515.31'	N 81°16'45" W	1,1.1.11'
C - 96	1,1.1.11'	1,515.31'	N 61°32'45" W	1,1.1.11'
C - 97	1,1.1.11'	1,515.31'	N 41°48'45" W	1,1.1.11'
C - 98	1,1.1.11'	1,515.31'	N 22°04'45" W	1,1.1.11'
C - 99	1,1.1.11'	1,515.31'	N 2°20'45" W	1,1.1.11'
C - 100	1,1.1.11'	1,515.31'	N 17°56'14" E	1,1.1.11'
C - 101	1,1.1.11'	1,515.31'	N 37°40'14" E	1,1.1.11'
C - 102	1,1.1.11'	1,515.31'	N 57°24'14" E	1,1.1.11'
C - 103	1,1.1.11'	1,515.31'	N 77°08'14" E	1,1.1.11'
C - 104	1,1.1.11'	1,515.31'	N 86°51'47" E	1,1.1.11'
C - 105	1,1.1.11'	1,515.31'	N 67°07'47" E	1,1.1.11'
EC - 106	1,1.1.11'	1,515.31'	N 47°23'47" E	1,1.1.11'
EC - 107	1,1.1.11'	1,515.31'	N 27°39'47" E	1,1.1.11'
EC - 108	1,1.1.11'	1,515.31'	N 7°55'47" E	1,1.1.11'
EC - 109	1,1.1.11'	1,515.31'	N 11°48'02" W	1,1.1.11'
EC - 110	1,1.1.11'	1,515.31'	N 31°32'02" W	1,1.1.11'
EC - 111	1,1.1.11'	1,515.31'	N 51°16'02" W	1,1.1.11'
EC - 112	1,1.1.11'	1,515.31'	N 71°00'02" W	1,1.1.11'
EC - 113	1,1.1.11'	1,515.31'	N 81°16'45" W	1,1.1.11'
EC - 114	1,1.1.11'	1,515.31'	N 61°32'45" W	1,1.1.11'
EC - 115	1,1.1.11'	1,515.31'	N 41°48'45" W	1,1.1.11'
EC - 116	1,1.1.11'	1,515.31'	N 22°04'45" W	1,1.1.11'
EC - 117	1,1.1.11'	1,515.31'	N 2°20'45" W	1,1.1.11'
EC - 118	1,1.1.11'	1,515.31'	N 17°56'14" E	1,1.1.11'
EC - 119	1,1.1.11'	1,515.31'	N 37°40'14" E	1,1.1.11'
EC - 120	1,1.1.11'	1,515.31'	N 57°24'14" E	1,1.1.11'
EC - 121	1,1.1.11'	1,515.31'	N 77°08'14" E	1,1.1.11'
EC - 122	1,1.1.11'	1,515.31'	N 86°51'47" E	1,1.1.11'
EC - 123	1,1.1.11'	1,515.31'	N 67°07'47" E	1,1.1.11'
EC - 124	1,1.1.11'	1,515.31'	N 47°23'47" E	1,1.1.11'
EC - 125	1,1.1.11'	1,515.31'	N 27°39'47" E	1,1.1.11'
EC - 126	1,1.1.11'	1,515.31'	N 7°55'47" E	1,1.1.11'
EC - 127	1,1.1.11'	1,515.31'	N 11°48'02" W	1,1.1.11'
EC - 128	1,1.1.11'	1,515.31'	N 31°32'02" W	1,1.1.11'
EC - 129	1,1.1.11'	1,515.31'	N 51°16'02" W	1,1.1.11'
EC - 130	1,1.1.11'	1,515.31'	N 71°00'02" W	1,1.1.11'
EC - 131	1,1.1.11'	1,515.31'	N 81°16'45" W	1,1.1.11'
EC - 132	1,1.1.11'	1,515.31'	N 61°32'45" W	1,1.1.11'
EC - 133	1,1.1.11'	1,515.31'	N 41°48'45" W	1,1.1.11'
EC - 134	1,1.1.11'	1,515.31'	N 22°04'45" W	1,1.1.11'
EC - 135	1,1.1.11'	1,515.31'	N 2°20'45" W	1,1.1.11'
EC - 136	1,1.1.11'	1,515.31'	N 17°56'14" E	1,1.1.11'
EC - 137	1,1.1.11'	1,515.31'	N 37°40'14" E	1,1.1.11'
EC - 138	1,1.1.11'	1,515.31'	N 57°24'14" E	1,1.1.11'
EC - 139	1,1.1.11'	1,515.31'	N 77°08'14" E	1,1.1.11'
EC - 140	1,1.1.11'	1,515.31'	N 86°51'47" E	1,1.1.11'
EC - 141	1,1.1.11'	1,515.31'	N 67°07'47" E	1,1.1.11'
EC - 142	1,1.1.11'	1,515.31'	N 47°23'47" E	1,1.1.11'
EC - 143	1,1.1.11'	1,515.31'	N 27°39'47" E	1,1.1.11'
EC - 144	1,1.1.11'	1,515.31'	N 7°55'47" E	1,1.1.11'
EC - 145	1,1.1.11'	1,515.31'	N 11°48'02" W	1,1.1.11'
EC - 146	1,1.1.11'	1,515.31'	N 31°32'02" W	1,1.1.11'
EC - 147	1,1.1.11'	1,515.31'	N 51°16'02" W	1,1.1.11'
EC - 148	1,1.1.11'	1,515.31'	N 71°00'02" W	1,1.1.11'
EC - 149	1,1.1.11'	1,515.31'	N 81°16'45" W	1,1.1.11'
EC - 150	1,1.1.11'	1,515.31'	N 61°32'45" W	1,1.1.11'
EC - 151	1,1.1.11'	1,515.31'	N 41°48'45" W	1,1.1.11'
EC - 152	1,1.1.11'	1,515.31'	N 22°04'45" W	1,1.1.11'
EC - 153	1,1.1.11'	1,515.31'	N 2°20'45" W	1,1.1.11'
EC - 154	1,1.1.11'	1,515.31'	N 17°56'14" E	1,1.1.11'
EC - 155	1,1.1.11'	1,515.31'	N 37°40'14" E	1,1.1.11'
EC - 156	1,1.1.11'	1,515.31'	N 57°24'14" E	1,1.1.11'
EC - 157	1,1.1.11'	1,515.31'	N 77°08'14" E	1,1.1.11'
EC - 158	1,1.1.11'	1,515.31'	N 86°51'47" E	1,1.1.11'
EC - 159	1,1.1.11'	1,515.31'	N 67°07'47" E	1,1.1.11'
EC - 160	1,1.1.11'	1,515.31'	N 47°23'47" E	1,1.1.11'
EC - 161	1,1.1.11'	1,515.31'	N 27°39'47" E	1,1.1.11'
EC - 162	1,1.1.11'	1,515.31'	N 7°55'47" E	1,1.1.11'
EC - 163	1,1.1.11'	1,515.31'	N 11°48'02" W	1,1.1.11'
EC - 164	1,1.1.11'	1,515.31'	N 31°32'02" W	1,1.1.11'
EC - 165	1,1.1.11'	1,515.31'	N 51°16'02" W	1,1.1.11'
EC - 166	1,1.1.11'	1,515.31'	N 71°00'02" W	1,1.1.11'
EC - 167	1,1.1.11'	1,515.31'	N 81°16'45" W	1,1.1.11'
EC - 168	1,1.1.11'	1,515.31'	N 61°32'45" W	1,1.1.11'
EC - 169	1,1.1.11'	1,515.31'	N 41°48'45" W	1,1.1.11'
EC - 170	1,1.1.11'	1,515.31'	N 22°04'45" W	1,1.1.11'
EC - 171	1,1.1.11'	1,515.31'	N 2°20'45" W	1,1.1.11'
EC - 172	1,1.1.11'	1,515.31'	N 17°56'14" E	1,1.1


INTERSTATE 20 (R/W VARIES)
FOR REVIEW ONLY
FOR CLERK OF COURT USE ONLY
STATE PLANE COORDINATES GEORGIA EAST ZONE NAD 83 NORTH 1269019.2 EAST 830840.4
GRID NORTH - GA EAST ZONE
1 inch = 50 ft.
50' BUFFER
50' UNDISTURBED BUFFER
PARCEL 4 "DETENTION POND" 63,887 Sq Ft 1.47 Ac.
PARCEL 5 "DETENTION POND" 50,706 Sq Ft 1.16 Ac.
PARCEL 3 "OPEN SPACE/ACTIVE PARK" 155,184 Sq Ft 3.56 Ac.
PARCEL 1 "OPEN SPACE" 248,433 Sq Ft 5.68 Ac.
PARCEL 2 "OPEN SPACE" 159,888 Sq Ft 3.67 Ac.
LONSDALE DRIVE (50' R/W)
ATTFIELD DRIVE (50' R/W)
R/W VARIES
80' R/W BAKER PLACE ROAD 100' R/W
RECORD PLAT
OF
TILLERY PARK
AREA 7
SHOWING PROPERTY LOCATED IN THE 126th G.M.D.
COLUMBIA COUNTY, GEORGIA
SCALE 1" = 50'
NOVEMBER 3, 2025
PREPARED BY:
H & C Surveying, Inc.
C.O.A. LSF 000584
3822-E COMMERCIAL COURT P. O. BOX 211525
MARTINEZ, GA. 30917 PHONE (706) 863-3483
SHEET 2 OF 3



RECORD PLAT

OF

TILLERY PARK AREA 7

SHOWING PROPERTY LOCATED IN THE 126th G.M.D.

COLUMBIA COUNTY, GEORGIA

SCALE 1" = 50' NOVEMBER 3, 2025

PREPARED BY:

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MARTINEZ, GA. 30917 PHONE (706) 863-3483

SHEET 3 OF 3

Community and Emergency Services Committee
February 3, 2026

Fund:		Department:	Community Services
Revenue:		Contact:	John Luton
Expenses:		Phone:	706-863-7523
Line Codes(s):			

ITEM: Ordinance Number 26-01 Amendment to the Code of Ordinance of Columbia County Chapter 14 Animals Section 14-1, 14-4, 14-5 and 14-14 ***- First Reading***

BACKGROUND: The Animal Services Department is implementing updates to align the county code with the Georgia State Law for Dangerous Dog Control (O.C.G.A. § 4-8). As part of this effort, the department seeks to strengthen due process consistency and ensure that appeals of dangerous or vicious dog classifications are handled by an appropriate judicial authority.

Currently, appeals are heard by the Columbia County Animal Services Advisory Board. Animal Services recommends transferring this appeal authority to the Columbia County Probate Court. This change reflects statewide best practices, provides a more formal legal review process, and ensures that appeals are adjudicated by a judicial officer experienced in statutory interpretation and administrative hearings.

1. Updating the definition of Authority in Sec. 14-1 to designate the Columbia County Probate Court as the hearing authority for dangerous/vicious dog appeals and adding the title of Dog Control Officer to the Animal Control Officer's definition.
2. Removing appeal-hearing responsibilities from the Animal Services Advisory Board.
3. Updating Sec. 14-14 to specify that appeals of dangerous or vicious do classifications shall be heard by the Probate Judge of Columbia County or his/her designee.
4. No changes are proposed to the structure or duties of the Advisory Board outside of removing its appeal hearing function.

STAFF RECOMMENDATION: Staff recommends approval of the attached revisions to Chapter 14 of the Code of Ordinances, specifically the amendments updating the appeal authority for dangerous and vicious dog classifications from the Animal Services Advisory Board to the Columbia County Probate Court.

COMMITTEE COMMENTS: Forward to Debate Agenda.

COMMITTEE RECOMMENDATION / MOTION: *I make a motion to approve the First Reading of Ordinance Number 26-01.*

ORDINANCE NO.: 26-01

ORDINANCE OF THE BOARD OF COMMISSIONERS OF COLUMBIA COUNTY, GEORGIA AMENDING THE CODE OF ORDINANCES OF COLUMBIA COUNTY GEORGIA; CHAPTER 14 ANIMALS ARTICLE I IN GENERAL SECTIONS 14-1 DEFINITIONS, 14-4 ANIMAL SERVICES ADVISORY BOARD, 14-5 DUTIES OF THE ANIMAL SERVICES ADVISORY BOARD, AND 14-14 DANGEROUS DOG CONTROL; TO PROVIDE FOR AN EFFECTIVE DATE; AND TO REPEAL ANY CONFLICTING ORDINANCES.

THIS ORDINANCE adopted by the Board of Commissioners of Columbia County, Georgia (the "Board").

WHEREAS, the Board desires to amend the Code of Ordinances Columbia County, Georgia;

NOW, THEREFORE, BE IT ORDAINED by the Board, and it is hereby ordained by the authority of the same as follows:

Section 1. Amending Chapter 14 Animals, Article I In General, Sections 14-1 Definitions, 14-4 Animal Services Advisory Board, 14-5 Duties of the Animal Services Advisory Board, and 14-14 Dangerous Dog Control. Chapter 14 Animals, Article I In General, Sections 14-1 Definitions, 14-4 Animal Services Advisory Board, 14-5 Duties of the Animal Services Advisory Board and 14-14 Dangerous Dog Control is hereby amended as set forth in Exhibit "A" attached and made a part of hereof.

Section 2. Repeal of Conflicting Ordinances. All ordinances or parts of ordinances previously adopted by the Board of Commissioners of Columbia County, Georgia which are in conflict with this ordinance are hereby repealed to the extent necessary to eliminate such conflict.

Section 3. Effective Date. This Ordinance shall become effective upon the date of its adoption.

ADOPTED, this 17 day of February, 2026, following approval on a first and second reading.

Board of Commissioners of Columbia County, Georgia

By: _____
Douglas R. Duncan, Jr., Chairman

Attest: _____
Patrice R. Crawley, Clerk

Chapter 14 – ANIMALS

Cross reference— Environment, ch. 34; health and sanitation, ch. 46.

ARTICLE I. - IN GENERAL

Sec. 14-1. - Definitions.
Animal control officer means any employee of the county or the county sheriff, duly commissioned under the legal authority of the county to enforce the rules and regulations of this chapter. This position shall also be referred to as "Dog Control Officer" as referenced in Title 4, Chapter 8 of the Official Code of Georgia.

Authority means the ~~animal services advisory board~~ Columbia County Probate Court, as deemed the hearing board for dangerous and vicious dog appeals.

Sec. 14-4. - Animal Services Advisory Board created.
There is created an Animal Services Advisory Board which shall consist of seven members who shall be appointed as provided for in the bylaws promulgated by the board of commissioners for the operation of the Animal Services Advisory Board. ~~The terms of all existing members of the Animal Services Advisory Board shall terminate as of December 31, 2007. The members of the Animal Services Advisory Board appointed for terms beginning on or after January 1, 2008~~ Members shall serve for the terms as specified in the bylaws of the Animal Services Advisory Board. Each member of the Animal Services Advisory Board shall serve without pay and shall carry out the duties set forth in section 14-5 of the Code of Ordinances. The manager or his designee of the Animal Services Department shall serve as an advisor to the Animal Services Advisory Board and shall attend all meetings thereof. The board of commissioners may by resolution duly adopted promulgate bylaws to govern the operations of the Animal Services Advisory Board.

Sec. 14-5. - Duties of the Animal Services Advisory Board.
The Animal Services Advisory Board is authorized to propose, for adoption by the board of commissioners, rules and regulations covering the operation of the Animal Services Department including, but not limited to, the impounding and disposal of animals, the disposal of dead animals, the fees to be charged in connection therewith when not otherwise provided for in this chapter, and the manner and method to be employed for such actions. Such rules and regulations shall not become effective until approved by the board of commissioners. The Animal Services Advisory Board shall not be authorized to spend any monies of or create any debt in the name of the county. Any rules and regulations approved by the board of commissioners shall be typed and posted at the county kennel or shelter, shall be published once in the official gazette of the county, at the county's expense, and shall be available for distribution to individuals requesting a copy of such through the Animal Services Department. ~~The Animal Services Advisory Board shall hear and determine matters and shall serve as the animal control board for the purpose of hearing and determining matters under title 4, chapter 8 of the Georgia State Code.~~

Sec. 14-14. - Dangerous Dog Control.

All matters pertaining to the control of dangerous or vicious dogs shall be investigated in accordance with title 4, chapter 8 of the Georgia State Code and in accordance with jurisdiction provided by the state law. Should an owner of a classified dog wish to appeal the classification of a dog as Dangerous or Vicious, that appeal shall be heard by the Probate Judge of Columbia County or his designee.

Columbia County Board of Commissioners
February 3, 2026

Fund:		Department:	Planning
Revenue:		Contact:	Scott Sterling
Expenses:		Phone:	706.868.3400
Line Codes(s):			

ITEM: VA26-01-01, Variance to Section 90-53 *List of lot and structure requirements*, 5359 Magnolia Court, Tax Map 060 Parcel 087A, 4.87 +/- acres, and currently zoned R-A (Residential Agricultural).

BACKGROUND: See attached staff report- *VA26-01-01*

Planning Commission Date: **January 15th, 2026**

STAFF RECOMMENDATION: Staff recommends to **approve** the request for a variance to Section 90-53 List of Lot and Structure Requirements for property located at 5359 Magnolia Court, Tax Map 060 Parcel ID 087A, 4.87 +/- acres, and currently zoned R-A (Residential Agricultural) to reduce the rear setback to 10 feet for a proposed storage structure.

COMMITTEE COMMENTS: Planning Commission: No comments or questions.

Christina Blount, 4845 Old Belair Lane, was present on behalf of the applicant for any questions.

Members of the public were present but provided no comments or concerns.

For further explanation on committee comments, please see the excerpt from the January 15th, 2026 Planning Commission meeting minutes included in this packet.

Vice-Chairman Holloway made a motion to recommend approval of file VA26-01-01, variance to Section 90-53 *List of Lot and Structure Requirements*, 5359 Magnolia Court, Tax Map 060 Parcel 087A, 4.87 +/- acres currently zoned R-A (Residential Agricultural).

Commissioner Cato seconded the motion.

The motion carried 5 – 0.

COMMITTEE RECOMMENDATION / MOTION: *I make a motion to approve the request for a variance to Section 90-53 for property located at tax map 060 parcel 087A to reduce the rear setback to 10 feet for a proposed storage structure.*

The following is a draft of the actions taken at the January 15th, 2026 Columbia County Planning Commission meeting. This document has not been reviewed or approved by the Planning Commission and is not an official record of the meeting. The Planning Commission will approve the official minutes on February 5th, 2026

VA26-01-01, Variance to Section 90-53 *List of lot and structure requirements*, 5359 Magnolia Court, Tax Map 060 Parcel 087A, 4.87 +/- acres, and currently zoned R-A (Residential Agricultural).

Staff member Dylan Douglas presented the staff recommendation.

Chairman Moody opened the public hearing at 6:11PM.

Christina Blount, 4845 Old Belair Lane, was present on behalf of the applicant for any questions.

Members of the public were present but provided no comments or concerns.

Chairman Moody closed the public hearing at 6:12PM.

Vice-Chairman Holloway made a motion to recommend approval of file VA26-01-01, variance to Section 90-53 *List of Lot and Structure Requirements*, 5359 Magnolia Court, Tax Map 060 Parcel 087A, 4.87 +/- acres currently zoned R-A (Residential Agricultural).

Commissioner Cato seconded the motion.

The motion carried 5 – 0.

VARIANCE

January 15, 2026

COLUMBIA COUNTY GEORGIA

FILE : VA26-01-01 Variance-Section 90-53

Property Information	
Tax Map/Parcel ID	**Tax Map 060 Parcel ID 087A**
Address/Location	**5359 Magnolia Court**
Acreage (+/-)	**4.87 +/- Acres**
Current Zoning	**R-A (Residential Agricultural)**
Current Use	**Residential**
Request	**Variance to Section 90-53 *List of Lot and Structure Requirements* to reduce the rear building setback**
Commission District	**District 3 (Carraway)**
Recommendation	**Approval**

Summary and Recommendation

Owner Christine May and applicant William A. May request a Variance to Section 90-53 *List of Lot and Structure Requirements* to reduce the rear setback for a proposed storage structure on property located at 5359 Magnolia Court, Tax Map 060 Parcel ID 087A, 4.87 +/- acres, and currently zoned R-A (Residential Agricultural).

The subject property is located on the north side of Magnolia Court, which is a private road, and is currently zoned R-A (Residential Agricultural) as are all adjacent properties to the north, west, and south across Magnolia Court. Properties to the east are either split-zoned R-A and R-2 (Single-Family Residential) or exclusively zoned R-2. This subject parcel is a flagpole shaped lot with a parcel between its buildable space and Magnolia Court.

The property owners submitted concept plan shows one proposed structure featuring a 45x20 RV cover and a 25x12 enclosed garage storage, a 1,200 square foot total. Its proposed location is 10 feet from the nearest lot line. However, due to the flagpole shape of the lot, this lot line is in front of the house on the subject parcel and behind the house on the neighboring parcel. The lot line does not intersect with a roadway, so it is considered a rear lot line by its technical definition, despite being in front of the home on the subject parcel. Rear setbacks in R-A zoning are 25-feet, so the request of 10 feet from this lot line will need approval of this variance request to be permitted.

In their submitted narrative, the property owners reference existing site layout and topography as reasons for this proposed location and request. They explain that, due to the position of the existing 45x60 workshop, the RV can only be backed into the area where this new structure is proposed. Presumably, they mean to explain that maneuverability will be limited while backing into the RV shelter, so lining it up with the existing gravel driveway only 10 feet from the lot line is most functional. The topography they reference is affiliated with the pond on the northern end of their parcel. There is a

downslope toward the pond across the property. The applicants express their opinion that the proposed location for the structure is the only one remaining on the property that would not require additional significant clearing and grading.

Staff generally agrees with the applicants' arguments as they relate to site layout and topography. Another factor the property owners do not discuss in their narrative is the environmental factors associated with the pond impacting the buildable space on their parcel. The pond spanning the northernmost lot line of the parcel that is being fed by a creek running to it from the east on the adjacent parcel. As is typical, there is a significant topographical downslope and flood plain associated with the pond and creek that limit buildable space in that area of the parcel. The combined impact of these environmental factors means that most of the feasibly buildable space on the lot is already occupied by the existing home, pool, workshop, and other auxiliary structures. This makes the setback reduction more necessary to make use of the additional buildable space it will make available.

The most pressing issues with setback requests relate to adverse impacts on adjacent property. These negative effects can come in the form of visual impact, stormwater runoff, or fire safety as just a few examples. However, no concerns have been raised by any of the county departments that review variance requests for these kinds of issues.

The proposed location of the structure is more than 400 feet from Magnolia Court's right-of-way and is adequately screened from view. It is also in keeping with the rural character of the area. There are other RV and general storage structures already on this, adjacent, and other parcels in the surrounding area. The proposed structure could only realistically have a negative visual impact on the nearest neighbor.

Fire safety concerns typically only come up when structures are proposed to be 5 feet or closer to a lot line. In most cases, residential parcels feature stormwater easements along their lot lines intended to aid in draining runoff from the property. However, these easements are rarely wider than 5 or 10 feet. As this request relates to both these prospective issues, the proposed 10-foot setback still provides adequate separation between the neighboring properties.

Most side and rear setbacks in more dense residential zoning districts in Columbia County are only 10 feet. Side setbacks in the R-A (Residential Agricultural) district are also 10 feet, so if the lot line related to this request were a side lot line there would be no need for a variance. Based on these facts, where determined to be appropriate, 10-foot setbacks are generally considered to be adequate to insulate neighboring properties from any harm. Most importantly, the applicants have submitted a letter of support for their request from the neighbor who shares this lot line. This request is therefore unlikely to produce any major future issues.

Due to the reasoning outlined above, staff recommends to **approve** the request for a variance to Section 90-53 *List of Lot and Structure Requirements* for property located at 5359 Magnolia Court, Tax Map 060 Parcel ID 087A, 4.87 +/- acres, and currently zoned R-A (Residential Agricultural) to reduce the rear setback to 10 feet for a proposed storage structure.

Interdepartmental Review

A copy of this staff report, including a list of all recommended zoning conditions, is sent to the applicant and owner of the property in question prior to the public hearing.

Comments:

Broadband:
No comments or conditions.

Building Standards:
All new construction and/or renovation work must meet all applicable codes, including amendments and appendix adopted by Columbia County, GA. These include but not limited to the International Residential code for one and two family dwellings, National Electrical Code, International Mechanical Code, International Fuel Gas Code, International Plumbing Code, International Property Maintenance Code, Swimming Pool and Spa Code and Columbia County ordinance.

Environmental:
Wetlands and Waters of the U.S. may be present on the property. If wetlands are present on the property, Columbia County strongly encourages that an Aquatic Resources Delineation Verification (ARDV) be procured from the U.S. Army Corps of Engineers for this project. If any disturbances to the wetlands or waters of the U.S. are proposed, Columbia County will require the Aquatic Resources Delineation Verification be accompanied by correspondence from the U.S. Army Corps of Engineers stating permit coverage has been obtained or permit coverage is not needed.

State Waters are present on the property. There is an established 25-foot buffer from the edge of wrested vegetation along all state waters. Any disturbances to the 25-foot buffer must be approved by the Georgia Environmental Protection Division prior to such disturbance taking place.

According to FEMA FIRM 13073C0140E, dated June 07, 2019, this property contains A zone with established BFEs. A Conditional Letter of Map Amendment based on Fill (CLOMR-F) must be approved by FEMA if modifications to the site result in fill within the floodplain/floodway limits.

Environmental Compliance:
No comments or conditions.

Fire Department:
No comments or conditions.

Fire Marshal:
The fire code does not address building setbacks. Comments would come from Building Standards.

Health Department:
The owner must ensure proposed structure will not impact the existing septic system that serves the residence.

Planning:
No variances from Code, outside of the requested variance, have been expressed or implied. In case of conflicts, the more restrictive item shall prevail over the less restrictive item.

Stormwater Management:
No comments or conditions.

Pre-Construction:
No comments or conditions.

Traffic Engineering:
No comments or conditions.

Water & Sewer:
No comments or conditions.

Criteria for Evaluation of Variance Proposal

1. **There are special circumstances or conditions unique to the property that do not generally apply to the district.**
   A healthy portion of the buildable space is taken up by the large pond and its associated floodplain spanning the northern lot line. Even beyond the floodplain, there is also significant topographical downslope toward the pond across the parcel. Most of the feasibly buildable space originally available is occupied both by the existing home, pool, driveway, workshop, and other auxiliary structures on the site, which makes this proposed location and the associated variance request more understandable.

2. **The special circumstances or conditions are such that the strict application of the provisions of this chapter would deprive the applicant of any reasonable use of his land. Mere loss of value shall not justify a variance. There must be a deprivation of beneficial use of land.**
   It appears to be the strong desire of the applicants to avoid additional clearing and grading of their property. A sentiment likely shared by their neighbor who supports their request. Strict application of the provisions would deprive the applicants of the opportunity to keep more of their parcel's natural and rural landscape intact. The request for an RV and garage structure is also reasonable and in keeping with the character of this area. Granting the request both neighbors are in favor of and providing the applicants with a more functional layout for maneuvering their RV is a reasonable outcome.

3. **Topographical or other conditions peculiar and particular to the site are such that strict adherence to the requirements of this chapter would cause the owner unnecessary hardship, and would not carry out the intent of this chapter, and that there is no feasible alternative to remedy the situation.**

The existing site layout and significant topographical downslope associated with the pond on the subject parcel limit the feasibly buildable space on the lot. The proposed location is the most realistic site for the proposed structure and is supported by the adjacent neighbor.

4. **If granted, the variance shall be in harmony with the general purposes and intent of this chapter and shall not be injurious to the neighborhood or detrimental to the public welfare.**
   The variance is not likely to be injurious to the neighborhood or detrimental to the public welfare. The proposed structure is over 400 feet from Magnolia Court and adequately screened from view. It is also in keeping with the rural character of the area. The only neighbors this storage structure could affect have submitted a letter of support for this application and no major concerns have been raised in review so it is unlikely to be an issue.

5. **In reviewing the application for a variance, the burden of showing that the variance should be recommended and/or granted shall be upon the person applying for the variance.**
   The applicant has provided sufficient information.

6. **When recommending a variance, the planning commission or the Board of Commissioners, as the case may be, when granting a variance, may establish reasonable conditions concerning the use of the property, and may establish an expiration date for such variances.**
   So noted.

7. **Any variance recommended and/or authorized is to be set forth in writing in the minutes of the Planning Commission and the Board of Commissioners, as the case may be, with the reasons for which the departure was justified, and the conditions under which the variance was granted.**
   So noted.

COUNTY VARIANCE APPLICATION ADDENDUM

Applicant Information

Applicant(s):	William A. May & Christine May
Property Address:	5359 Magnolia Court
Purpose of Request:	Variance to construct RV cover and attached garage

Variance Request Details

The current required setback is **25 feet.** The applicant requests approval for a reduced setback of **10 feet** from the property line to allow placement of the RV cover structure.

The structure includes:
- A 45-foot-long RV cover (45' x 20')
- An attached/enclosed garage (12' x 25')

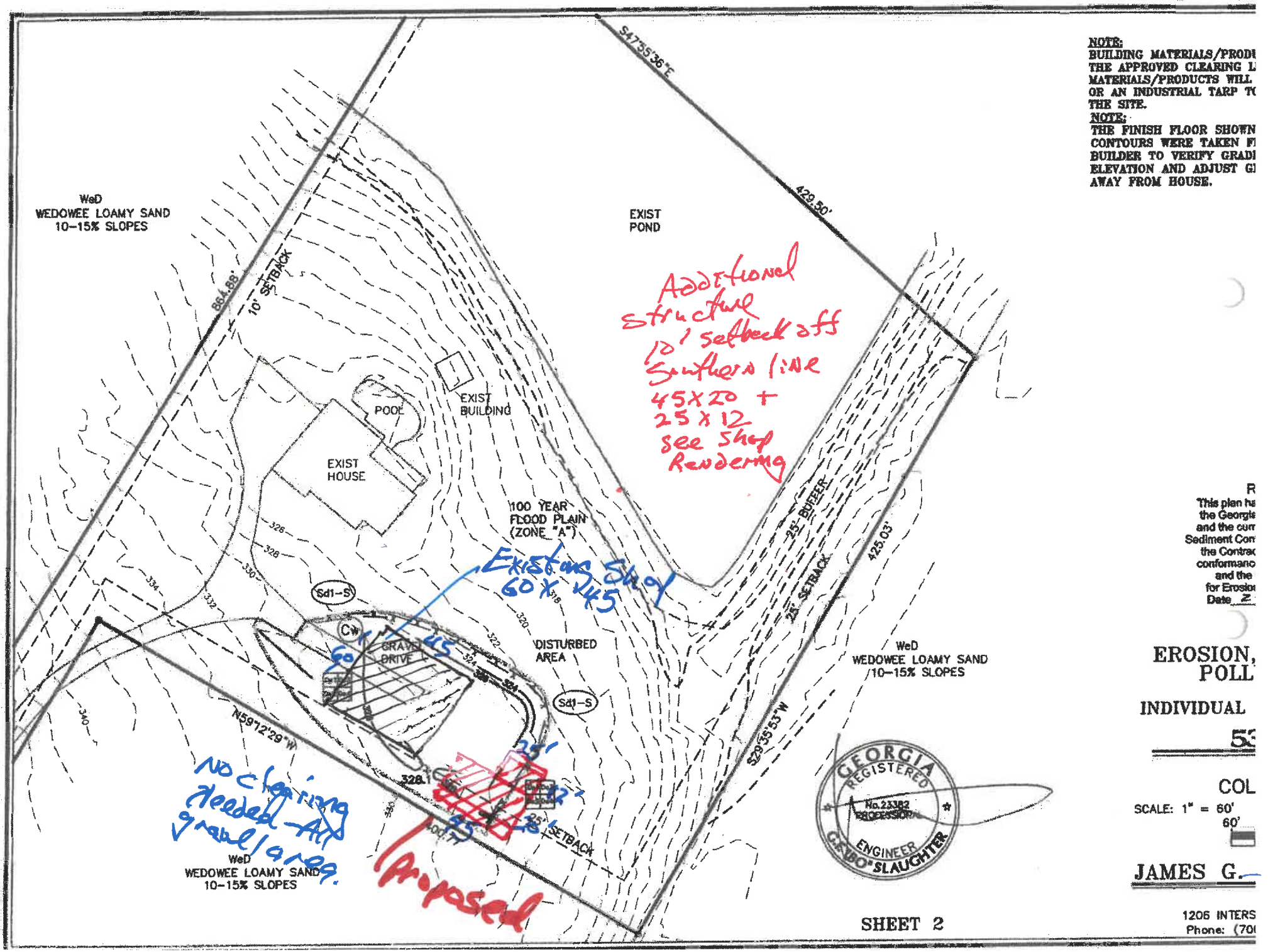
No clearing or excavation is required. The site is already leveled, graded, and improved with crush-and-run. No trees will be removed and no soil will be disturbed.

Justification / Hardship

Due to the topography of the land and the position of the existing workshop (45' x 60'), the RV can only be backed into place using the side access area. No other portion of the property is suitable for a level structure without major grading. Therefore, the requested variance is necessary for safe and functional placement of the RV cover and garage.

Applicant Signatures

Applicant Signature (William A. May):	
Date:	11/25/25
Applicant Signature (Christine May):	Christine May
Date:	11/25/25



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JAMES G.

1206 INTERS
Phone: (70

SHEET 2

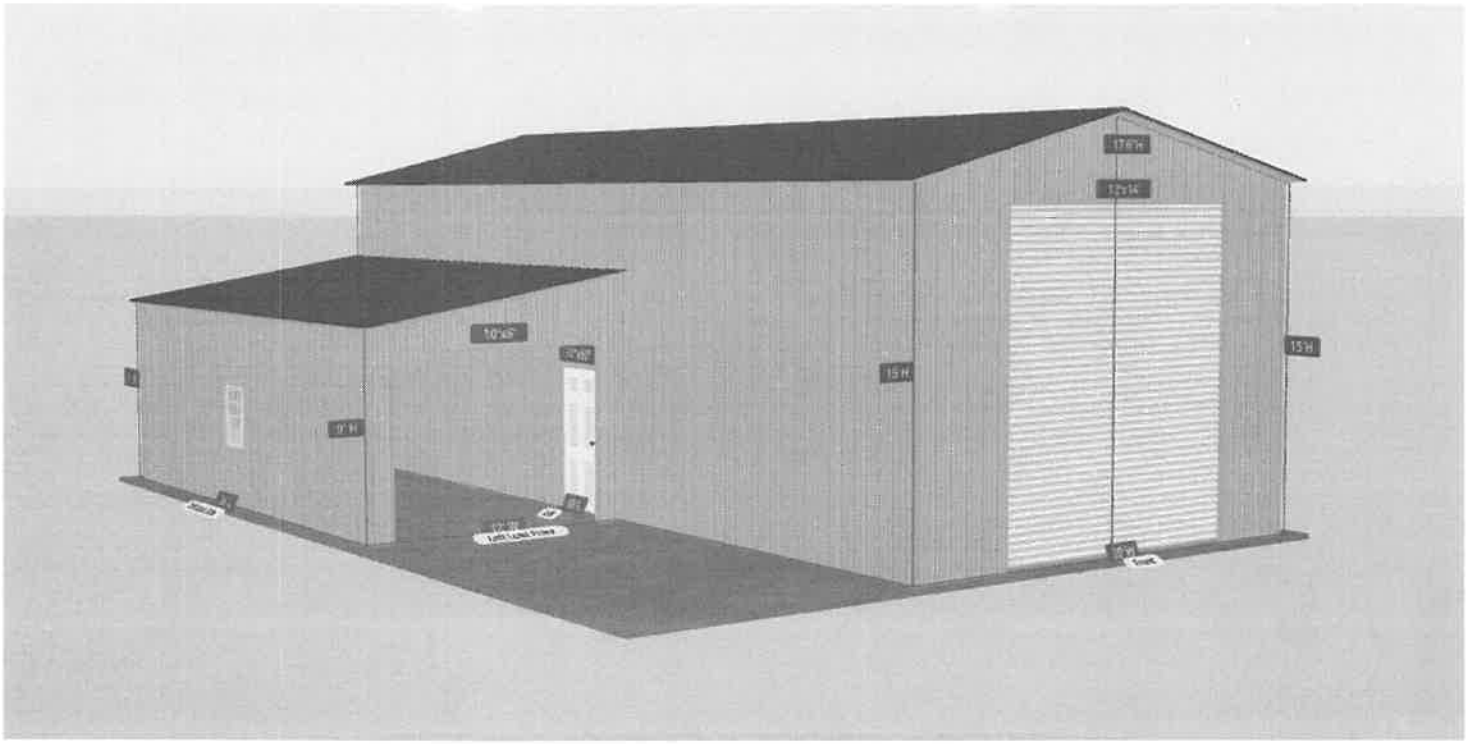
Columbia County, GA



COLUMBIA COUNTY
GEORGIA

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search,appraisal, survey, or for zoning verification.

Map Scale
1 inch = 25 feet
11/25/2025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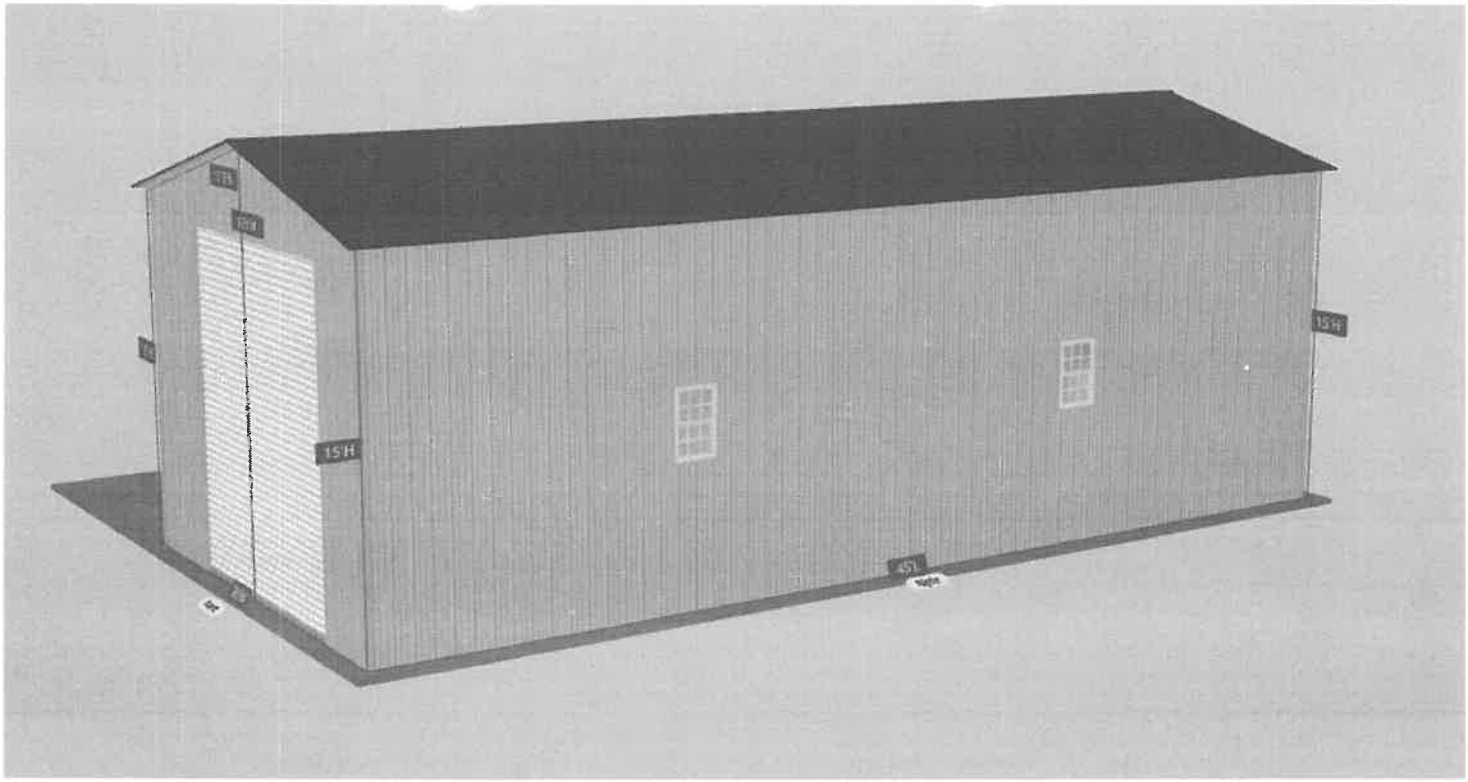
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COLUMBIA COUNTY, GEORGIA

Neighbor Support Statement for Variance Application

RV Cover Variance – 5335 Magnolia Court, Augusta, GA 30907

Supporting Neighbor:
Name: Gregory Avera
Address: 5339 Magnolia Court, Augusta, GA 30907

I, Gregory Avera, a neighboring property owner residing at 5339 Magnolia Court, hereby acknowledge that I have been informed of the variance request submitted by Christine May and William A. May for the installation of an RV cover on their property located at 5335 Magnolia Court.

I have reviewed the proposed location and understand the nature of the request. I have NO objection to the construction or placement of the RV cover as described by the applicants.

I offer this statement in support of their application and affirm that the proposed variance does not negatively impact my property or its use.

Neighbor Signature: _____

Printed Name: Greg Avera

Date: 12/14/24

LINDA TRAVIS BATES
NOTARY PUBLIC
My Commission Expires
01-08-2029
COLUMBIA COUNTY, GEORGIA

Notary Acknowledgment

STATE OF GEORGIA
COUNTY OF Columbia

On this 14th day of December, 2025, before me, the undersigned Notary Public, personally appeared Gregory Avera, known to me or satisfactorily proven to be the person whose name is signed above, and acknowledged ~~that he~~ executed the foregoing document for the purposes therein stated.

Notary Public: Linda Travis Bates

My Commission Expires: 01/08/2029

Office Use Only
Date Received: 11-25-25
Public Hearing Date: 1-15-25
File # VA26-01-01
BOC Meeting Date: 2-3-25
Commission District: 3

ZONING APPLICATION

COLUMBIA COUNTY, GEORGIA

PLEASE SELECTION ONE

Type of Application: ☐ Rezoning ☐ Plan Revision ☒ Variance ☐ Variation ☐ Conditional Use

Date of Application: 11/25/25

Rezoning: The undersigned requests that the property described be rezoned from _____ to _____.

Plan Revision[1]**:** The undersigned requests a revision to the current _____ zoning.

Variance[2]**:** The undersigned requests a variance to Section 90-53 of the Columbia County Code of Ordinances.

Variation[3]**:** The undersigned requests a variation to Section _____ of the Columbia County Code of Ordinances.

NOTE: Please see footnotes on the backside of this sheet.

PROPERTY INFORMATION:

Tax Map # _____ Parcel # 060 087A Address: 5359 Magnolia Ct. EVANS GA
(For multiple properties, please use a separate sheet of paper.) Road Frontage: _____ feet on the North / South / East / West (circle one) side of _____. Property area is approximately 5.0 acres and is located 1200 feet from the intersection of William Few Pky and Magnolia Ct. The attached plat for the property was prepared by BO Slaughter-Swift Assoc. and dated 2/7/22

PROPOSED USE (for rezoning):

If approved, the property will be used for the following purpose(s):

_____

OWNERSHIP AND APPLICANT INFORMATION:

(SAME)

OWNER: Christine May
ADDRESS: 5359 Magnolia Ct.
CITY: Evans STATE: GA ZIP: 30809
PHONE #: [redacted]
Email (or) Fax: [redacted]

APPLICANT: William A. May
ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
PHONE#: [redacted]
Email (or) Fax: _____

DISCLOSURE

Does any local government official or member of their family have a financial interest in the property, or has the applicant made campaign contributions in the aggregate of $250 or more within the past two years to any local government official? (Yes or No) **If yes, a full written disclosure must be submitted with this application.**

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

Christine
Owner's Signature

Christine May
Printed Name

Applicant's Signature

William A. May
Printed Name

Subscribed and sworn to before me on 25 day of November 20 25.

By: Crystal Morgan Notary Public

Crystal Morgan
NOTARY PUBLIC
Columbia County, GEORGIA
My Commission Expires 02/15/2027

Please return original notarized application with all supporting documentation and fees, to the Columbia County Planning Department, P.O. Box 498, Evans, GA 30809. Refer to Fee Schedule.

RECORDATION REQUESTED BY:
QUEENSBOROUGH NATIONAL BANK AND TRUST COMPANY, MARTINEZ,
4226 COLUMBIA ROAD, MARTINEZ, GA 30907

WHEN RECORDED MAIL TO:
QUEENSBOROUGH NATIONAL BANK AND TRUST COMPANY, MARTINEZ,
4226 COLUMBIA ROAD, MARTINEZ, GA 30907

SEND TAX NOTICES TO:
QUEENSBOROUGH NATIONAL BANK AND TRUST COMPANY, MARTINEZ,
4226 COLUMBIA ROAD, MARTINEZ, GA 30907

1.Document Date:	March 13, 2024
2.Document Signers: Grantor(s) -	Christine May
3.Grantee Mailing Address:	4226 COLUMBIA ROAD, MARTINEZ, GA 30907
4.Map and Parcel ID Number(s):	060 087A
5.Original Loan Amount:	$473,000.00
6.Initial Maturity Date:	March 13, 2034
7.Intangible Recording Tax:	$1,419.00

QUEENSBOROUGH
NATIONAL BANK & TRUST COMPANY

SECURITY DEED

THIS SECURITY DEED dated March 13, 2024, is made and executed between Christine May (referred to below as "Grantor") and QUEENSBOROUGH NATIONAL BANK AND TRUST COMPANY, whose address is 4226 COLUMBIA ROAD, MARTINEZ, GA 30907 (referred to below as "Lender").

GRANT OF SECURITY DEED. FOR AND IN CONSIDERATION of the financial accommodations to Grantor by Lender resulting in the obligation which is hereinafter more particularly described, and in order to secure that obligation, Grantor hereby grants, bargains, conveys, transfers, assigns and sells to Lender, with power of sale, all of Grantor's right, title, and interest in and to the following described real property: **The Real Property is located in COLUMBIA County, State of Georgia and is described as follows:**

See EXHIBIT A, which is attached to this Security Deed and made a part of this Security Deed as if fully set forth herein.

TOGETHER WITH ANY AND ALL of the following: (i) all buildings, structures and improvements now or hereafter located on the real property or on any part or parcel thereof and all fixtures affixed or attached, actually or constructively, thereto; (ii) all and singular the tenements, hereditaments, easements and appurtenances belonging thereunto or in any wise appertaining thereto and the reversion and reversions, remainder or remainders thereof; (iii) all Rents accruing therefrom, whether now or hereafter due; (iv) all accounts and contract rights now or hereafter arising in connection with any part or parcel thereof or any buildings, structures or improvements now or hereafter located thereon, including without limitation all accounts and contract rights in and to all leases or undertakings to lease now or hereafter affecting the land or any buildings, structures, or improvements thereon; (v) all minerals, flowers, crops, trees, timber, shrubbery and other emblements now or hereafter located thereon or thereunder or on or under any part or parcel thereof; (vi) all estates, rights, title and interest therein, or in any part or parcel thereof; (vii) all equipment, machinery, apparatus, fittings, fixtures, furniture, furnishings, mobile homes, modular homes and all personal property of every kind or description whatsoever now or hereafter located thereon, or in or on the buildings, structures and improvements thereon, and used in connection with the operation and maintenance thereof, and all additions thereto and replacements thereof; and (viii) all building materials, supplies, goods and equipment delivered thereto and placed thereon for the purpose of being affixed to or installed or incorporated or otherwise used in the buildings, structures or other improvements now or hereafter located thereon or any part or parcel thereof.

The Real Property or its address is commonly known as 5359 MAGNOLIA COURT, EVANS, GA 30809. The Real Property tax identification number is 060 087A.

REVOLVING LINE OF CREDIT. This Security Deed secures the Indebtedness including, without limitation, a revolving line of credit, which obligates Lender to make advances to Grantor up to the maximum principal indebtedness of $473,000.00 so long as Grantor complies with all the terms of the Credit Agreement. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as

provided in either the Indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Security Deed secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in the Credit Agreement and any intermediate balance. The maturity date of the Credit Agreement is March 13, 2034.

THIS SECURITY DEED, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT, THE RELATED DOCUMENTS, AND THIS SECURITY DEED. THIS CONVEYANCE SHALL BE CONSTRUED AS A DEED PASSING TITLE AND NOT AS A MORTGAGE. IT IS THE INTENTION OF GRANTOR AND LENDER TO CREATE A PERPETUAL OR INDEFINITE SECURITY INTEREST IN THE REAL PROPERTY DESCRIBED IN THIS SECURITY DEED PURSUANT TO O.C.G.A. 44-14-80 AND TO AGREE THAT TITLE SHALL NOT REVERT TO GRANTOR FOR A PERIOD OF TWENTY (20) YEARS FROM THE DATE OF THIS SECURITY DEED. HOWEVER, NOTHING IN THIS PARAGRAPH WILL IMPAIR LENDER'S RIGHTS TO COLLECTION OF THE INDEBTEDNESS AND FORECLOSURE OF THE SECURITY INTEREST IF THE INDEBTEDNESS IS NOT REPAID WHEN DUE. THIS SECURITY DEED IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Security Deed, Grantor shall pay to Lender all amounts secured by this Security Deed as they become due and shall strictly perform all of Grantor's obligations under this Security Deed and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Security Deed. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Security Deed or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Security Deed, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Security Deed and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Security Deed.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Security Deed:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Security Deed, except for the Existing Indebtedness referred to in this Security Deed or those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Security Deed:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, for the maximum amount of Grantor's credit line and the full unpaid principal balance of any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Security Deed. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Security Deed, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Security Deed, to the extent compliance with the terms of this Security Deed would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Security Deed for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

LENDER'S EXPENDITURES. If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, (C) to make repairs to the Property or to comply with any obligation to maintain Existing Indebtedness in good standing as required below, then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Credit Agreement from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Credit Agreement and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Credit Agreement; or (C) be treated as a balloon payment which will be due and payable at the Credit Agreement's maturity. The Security Deed also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Security Deed:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Security Deed, and (b) Grantor has the full right, power, and authority to execute and deliver this Security Deed to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Security Deed, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Promises. All promises, agreements, and statements Grantor has made in this Security Deed shall survive the execution and delivery of this Security Deed, shall be continuing in nature and shall remain in full force and effect until such time as Grantor's Indebtedness is paid in full.

EXISTING INDEBTEDNESS. The following provisions concerning Existing Indebtedness are a part of this Security Deed:

Existing Lien. The security interest arising under this Security Deed securing the Indebtedness may be secondary and inferior to the lien securing payment of an existing obligation with an account number of 0051728305 to FIRST FEDERAL BANK described as: 5359 MAGNOLIA COURT EVANS, GA 30809. The existing obligation has a current principal balance of approximately $177,212.05 and is in the original principal amount of $319,000.00. The obligation has the following payment terms: $2,853.12 per Month. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

No Modification. Grantor shall not enter into any agreement with the holder of any security deed, mortgage, deed of trust, or other security agreement which has priority over this Security Deed by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

Assignment of Proceeds. Grantor hereby transfers and assigns to Lender any and all proceeds, in excess of the amount required to satisfy the Existing Indebtedness, which may be or become payable by reason of foreclosure under the Existing Indebtedness. Grantor further authorizes, directs and instructs that any and all such proceeds be paid directly to Lender and not to Grantor, up to the full extent required to satisfy the Indebtedness, and Grantor hereby releases and relinquishes any and all right, title, interest and claims in and to such proceeds to that extent. The term "foreclosure" as used in this paragraph shall mean or include, without limitation, foreclosure of all or any part of the Property by exercise of any power of sale contained in the Existing Indebtedness, judicial foreclosure, conveyance in lieu of foreclosure, or other means.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Security Deed:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable attorneys' fees and costs and expenses, including court costs that are incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Security Deed:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Security Deed and take whatever other action is requested by Lender to perfect and continue Lender's security interest on the Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Security Deed, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Security Deed.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Security Deed or upon all or any part of the Indebtedness secured by this Security Deed; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Security Deed; (3) a tax on this type of Security Deed chargeable against the Lender or the holder of the Credit Agreement; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Security Deed, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Security Deed as a security agreement are a part of this Security Deed:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Security Deed in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Security Deed as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Security Deed may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Security Deed.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Security Deed:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Credit Agreement, this Security Deed, and the Related Documents, and (2) the liens and security interests created by this Security Deed on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, terminates the credit line account, and otherwise performs all the obligations imposed upon Grantor under this Security Deed, Lender shall execute and deliver to Grantor a suitable satisfaction of this Security Deed and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Grantor will be in default under this Security Deed if any of the following happen: (A) Grantor commits fraud or makes a material misrepresentation at any time in connection with the Credit Agreement. This can include, for example, a false statement about Grantor's income, assets, liabilities, or any other aspects of Grantor's financial condition. (B) Grantor does not meet the repayment terms of the Credit Agreement. (C) Grantor's action or inaction adversely affects the collateral or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a senior lien on the dwelling without Lender's permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

LENDER'S REMEDIES AND POWER OF SALE. Upon the occurrence of an Event of Default, Lender shall have the following rights, powers, and remedies:

Accelerate Indebtedness. Lender, at Lender's option and election and without notice to Grantor, may declare all or any portion of the Indebtedness to be immediately due and payable, whereupon the same shall be and shall become due and payable forthwith without presentment demand, protest or notice of any kind, all of which are expressly waived by Grantor.

Entry and Possession. Lender may enter upon the Property, or any part thereof, and take possession of the Property, excluding therefrom Grantor and all agents, employees and representatives of Grantor; employ a manager of the Property or any part thereof; hold, store, use, operate, manage, control, maintain and lease the Property or any part thereof; conduct business thereon; make all necessary and appropriate repairs, renewals, and replacements; keep the Property insured; and carry out or enter into agreements of any kind with respect to the Property.

Collection of Rents. Lender may collect and receive all Rents from the Property and apply the same to the Indebtedness, after deducting therefrom all costs, charges, and expenses of taking, holding, managing, and operating the Property, including the fees and expenses of Lender's attorneys, and agents.

Payments. Lender may pay any sum or sums deemed necessary or appropriate by Lender to protect the Property or any part of the Property or Lender's interest in the Property.

Other Remedies. Lender may exercise all rights and remedies contained in any Related Document, heretofore, concurrently herewith or in the future executed by Grantor in favor of Lender in connection with the transactions resulting in the Indebtedness or any part thereof.

Appointment of Receiver. Lender may make application to any court and be entitled to the appointment of a receiver to take charge of the Property or any part thereof without alleging or proving, or having any consideration given to, the insolvency of Grantor, the value of the Property as security for the Indebtedness, or any other matter usually incident to the appointment of a receiver.

UCC Remedies. With respect to the Personal Property in which a security interest is herein granted, Lender may exercise any or all of the rights accruing to a secured party under this Security Deed, the Uniform Commercial Code (Sections 11-9-101 et. seq. of the Ga. Code Annotated) and any other applicable law. Grantor shall, if Lender requests, assemble all such Personal Property and make it available to Lender at a place or places to be designated by Lender, which shall be reasonably convenient to Grantor and Lender. Any notice required to be given by Lender of a public or private sale, lease or other disposition of the Personal Property or any other intended action by Lender may be delivered personally to Grantor or may be deposited in the United States mail with postage prepaid duly addressed to Grantor at the address of Grantor last known to Lender at least five (5) business days prior to such proposed action, and shall constitute reasonable and fair notice to Grantor of any such action.

Power of Sale. Lender may sell the Property, or any part thereof or any interest therein, separately, at Lender's discretion, with or without taking possession thereof, at public sale before the courthouse door of the county in which the Property, or any part thereof, is located, to the highest bidder for cash, after first giving notice of the time, place and terms of such sale by advertisement, published once a week for four weeks (without regard for the number of days) in a newspaper in which advertisements of sheriff's sales are published in such county. The advertisement so published shall be notice to Grantor, and Grantor hereby waives all other notices. Lender may bid and purchase at any such sale, and Lender may execute and deliver to the purchaser or purchasers at any such sale a sufficient conveyance of the Property, or the part thereof or interest therein sold. Lender's conveyance may contain recitals as to the occurrence of an Event of Default, under this Security Deed, which recitals shall be presumptive evidence that all preliminary acts prerequisite to such sale and conveyance were in all things duly complied with. The recitals made by Lender shall be binding and conclusive upon Grantor, and the sale and conveyance made by Lender shall divest Grantor of all right, title, interest and equity that Grantor may have had in, to and under the Property, or the part thereof or interest therein sold, and shall vest the same in the purchaser or purchasers at such sale. Lender may hold one or more sales hereunder until the Indebtedness has been satisfied in full. Grantor hereby constitutes and appoints Lender as Grantor's agent and attorney-in-fact to make such sale, to execute and deliver such conveyance and to make such recitals, and Grantor hereby ratifies and confirms all of the acts and doings of Lender as Grantor's agent and attorney-in-fact hereunder. Lender's agency and power as attorney-in-fact hereunder are coupled with an interest, cannot be revoked by insolvency, incompetency, death or otherwise, and shall not be exhausted until the Indebtedness has been satisfied in full. The proceeds of each sale by Lender hereunder shall be applied first to the costs and expenses of the sale and of all proceedings in connection therewith, including attorneys' fees if applicable, then to payment of the Indebtedness, and the remainder, if any, shall be paid to Grantor. If the proceeds of any sale are not sufficient to pay the Indebtedness in full, Lender shall determine, at Lender's option and in Lender's discretion, the portions of the Indebtedness to which the proceeds (after deducting therefrom the costs and expenses of the sale and all proceedings in connection therewith) shall be applied and in what order the proceeds shall be so applied. Grantor covenants and agrees that, in the event of any sale pursuant to the agency and power herein granted, Grantor shall be and become a tenant holding over and shall deliver possession of the Property, or the part thereof or interest therein sold, to the purchaser or purchasers at the sale or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over. All of Lender's rights and remedies will be cumulative and may be exercised alone or together.

Attorneys' Fees; Expenses. If any part of the Indebtedness is collected by or with any assistance from or consultation with an attorney at law, Grantor shall pay to Lender as Lender's attorneys' fees, fifteen percent (15%) of such amount collected. Whether or not any court action is involved, and to the extent not prohibited by law, all attorneys' fees and all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Credit Agreement rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Security Deed, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Security Deed. All copies of notices of foreclosure from the holder of any prior security interest which has priority over this Security Deed shall be sent to Lender's address, as shown near the beginning of this Security Deed. Any person may change his or her address for notices under this Security Deed by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to tell the others of the notice from Lender.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Security Deed:

Amendments. What is written in this Security Deed and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Security Deed. To be effective, any change or amendment to this Security Deed must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

Caption Headings. Caption headings in this Security Deed are for convenience purposes only and are not to be used to interpret or define the provisions of this Security Deed.

Governing Law. This Security Deed will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Georgia without regard to its conflicts of law provisions. This Security Deed has been accepted by Lender in the State of Georgia.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of COLUMBIA County, State of Georgia.

No Waiver by Lender. Grantor understands Lender will not give up any of Lender's rights under this Security Deed unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Security Deed. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

Severability. If a court finds that any provision of this Security Deed is not valid or should not be enforced, that fact by itself will not mean that the rest of this Security Deed will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Security Deed even if a provision of this Security Deed may be found to be invalid or unenforceable.

Merger. There shall be no merger of the interest or estate created by this Security Deed with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Security Deed on transfer of Grantor's interest, this Security Deed shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Security Deed and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Security Deed or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Security Deed.

Waiver of Notice and Hearing and Homestead Exemption. Grantor expressly waives: (1) any right Grantor may have under the Constitution of the State of Georgia or the Constitution of the United States of America to notice or to a judicial hearing prior to the exercise of any right or remedy provided to Lender by this Security Deed and Grantor waives Grantor's rights, if any, to set aside or invalidate any sale under power duly consummated in accordance with the provisions of this Security Deed on the ground (if such be the case) that the sale was consummated without prior notice or judicial hearing or both; and (2) all homestead exemption rights, if any, which Grantor or Grantor's family may have pursuant to the Constitution and laws of the United States, the State of Georgia or any other State of the United States, in and to the Property as against the collection of the Indebtedness, or any part of the Indebtedness. All waivers by Grantor in this provision have been made voluntarily, intelligently and knowingly by Grantor, after Grantor has been afforded an opportunity to be informed by counsel of Grantor's choice as to possible alternative rights. Grantor's execution of this Security Deed shall be conclusive evidence of the making of such waivers and that such waivers have been voluntarily, intelligently and knowingly made.

DEFINITIONS. The following words shall have the following meanings when used in this Security Deed:

Borrower. The word "Borrower" means Christine May and includes all co-signers and co-makers signing the Credit Agreement and all their

successors and assigns.

Credit Agreement. The words "Credit Agreement" mean the credit agreement dated March 13, 2024, **with credit limit of $473,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Credit Agreement is March 13, 2034. **NOTICE TO GRANTOR: THE CREDIT AGREEMENT CONTAINS A VARIABLE INTEREST RATE.**

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Security Deed in the events of default section of this Security Deed.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Security Deed.

Grantor. The word "Grantor" means Christine May.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Credit Agreement or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Credit Agreement or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Security Deed, together with any amounts expended to preserve and protect the Property and together with interest on such amounts as provided in this Security Deed.

Lender. The word "Lender" means QUEENSBOROUGH NATIONAL BANK AND TRUST COMPANY, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Credit Agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, mobile homes, modular homes, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached, affixed to the Real Property excluding only that property which by operation of law is Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Security Deed less and except the Personal Property.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Security Deed. The words "Security Deed" mean this Security Deed between Grantor and Lender, and includes without limitation all assignments and security interest provision relating to the Personal Property and the Rents.

IN WITNESS WHEREOF, THIS SECURITY DEED HAS BEEN SIGNED BY THE UNDERSIGNED, WHO ACKNOWLEDGES A COMPLETED COPY HEREOF. THIS SECURITY DEED IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS SECURITY DEED IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

Signed, Sealed and Delivered in the presence of:

X _____
Unofficial Witness

_____
Notary Public, _____ County

(NOTARY SEAL)

My Commission expires: _____

Sign Here

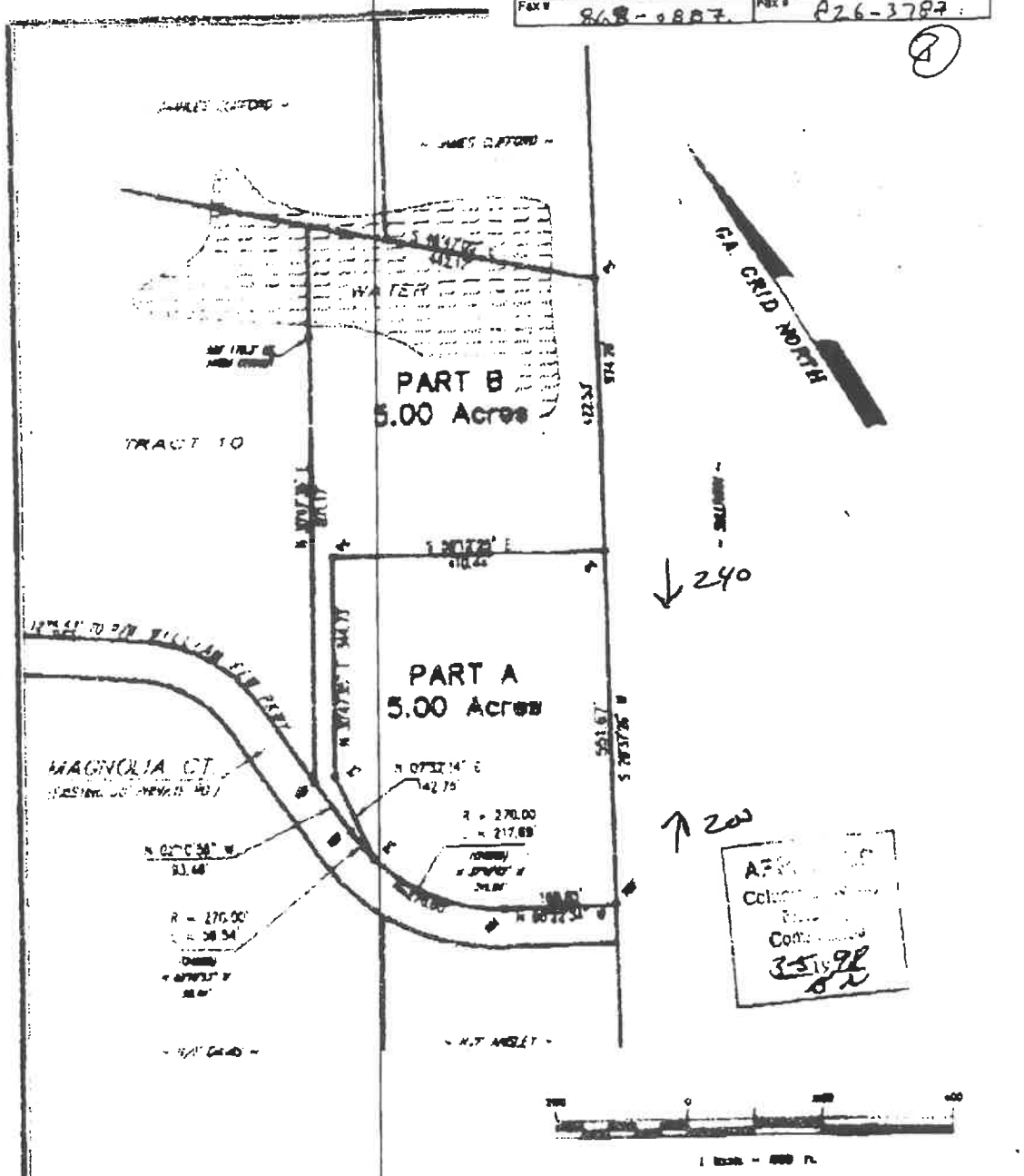
GRANTOR:

X _____ (Seal)
Christine May

LaserPro, Ver. 23.2.20.003 Copr. Finastra USA Corporation 1997, 2024. All Rights Reserved. - GA c:\CFI\LPL\G03.FC TR-47204 PR-36 (M)

Post-it™ Fax Note 7671	Date 3/6/98	# of pages ▶ 1
To CHRISTINE MAY	From S. SUNDARAM	
Co./Dept. REMAX	Co.	
Phone # 868-6913	Phone # 826-3279.	
Fax # 868-0887.	Fax # 826-3787.	

8



PLAT OF SHAN SUNDARAM & SAKU SUNDARAM

SHOWING A SUBDIVISION OF PROPERTY SHOWN AS TRACT 9 ON A PLAT RECORDED IN PLAT CABINET 8 SLIDE 97 #9

[illegible] MARCH [illegible] 998	SCALE 1" = 200'	COLUMBIA COUNTY, GEORGIA

Prepared by

ROBERT L. HERRINGTON, JR.

GEORGIA REGISTERED LAND SURVEYOR NO. 1621
P. O. BOX 211525 MARTINEZ, GA 30917
PHONE (706) 863-0483

JOB NO. [illegible]

GEORGIA REGISTERED NO. 1621 LAND SURVEYOR ROBERT L. HERRINGTON, JR.

EQUIPMENT USED
ELEC. THEODOLITE & DIST. METER
TRAVERSE CLOSURE 1 IN 20,000+
PLAT CLOSURE 1 IN 50,000+
BALANCED BY COMPASS RULE

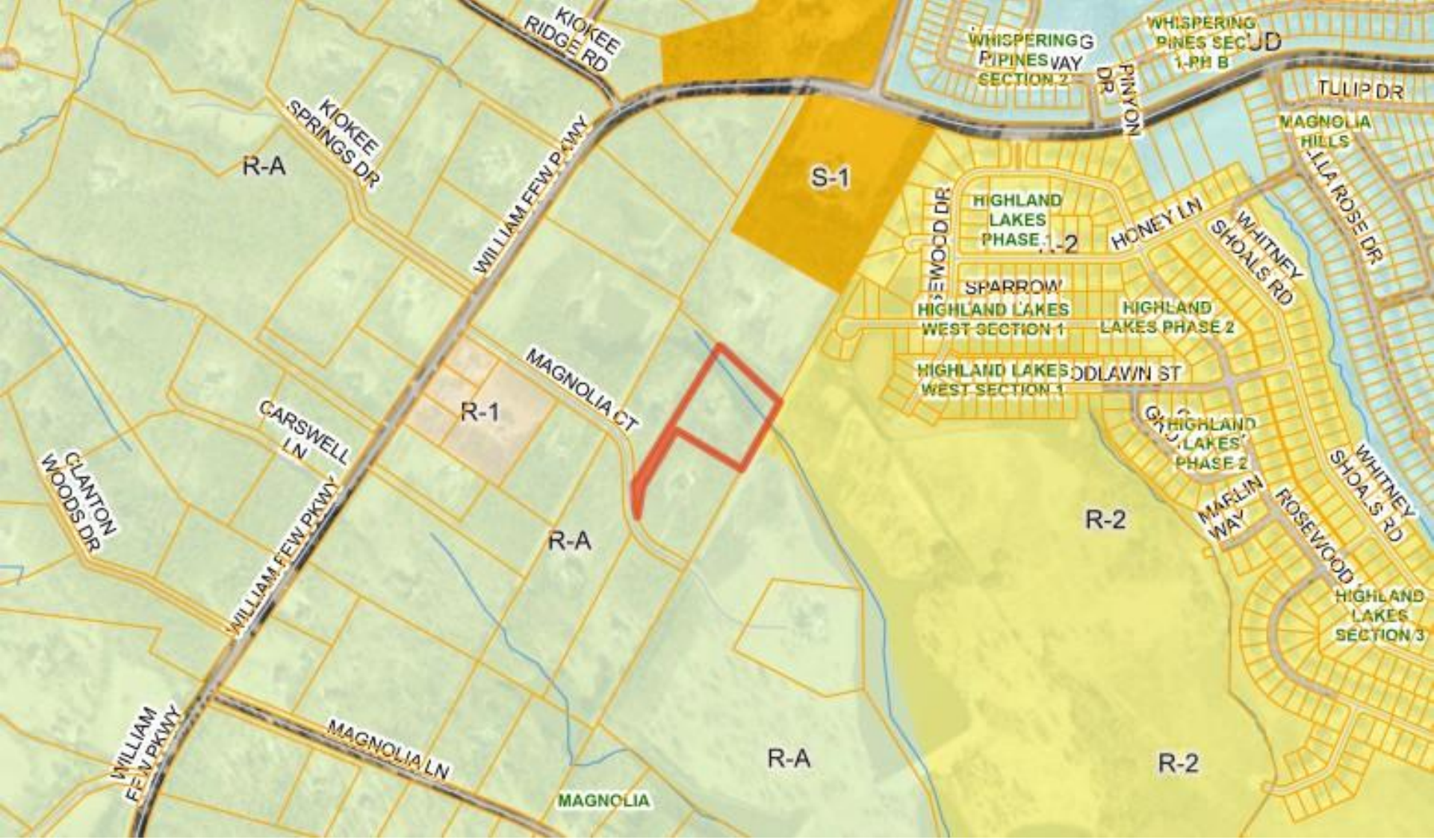
LEGEND
PS = 1/2" REINFORCING BAR SET
OTF = OPEN TOP PIPE FOUND
CTF = CRIMP TOP PIPE FOUND
REF = REINFORCING RAM FOUND

VARIANCE VA26-01-01

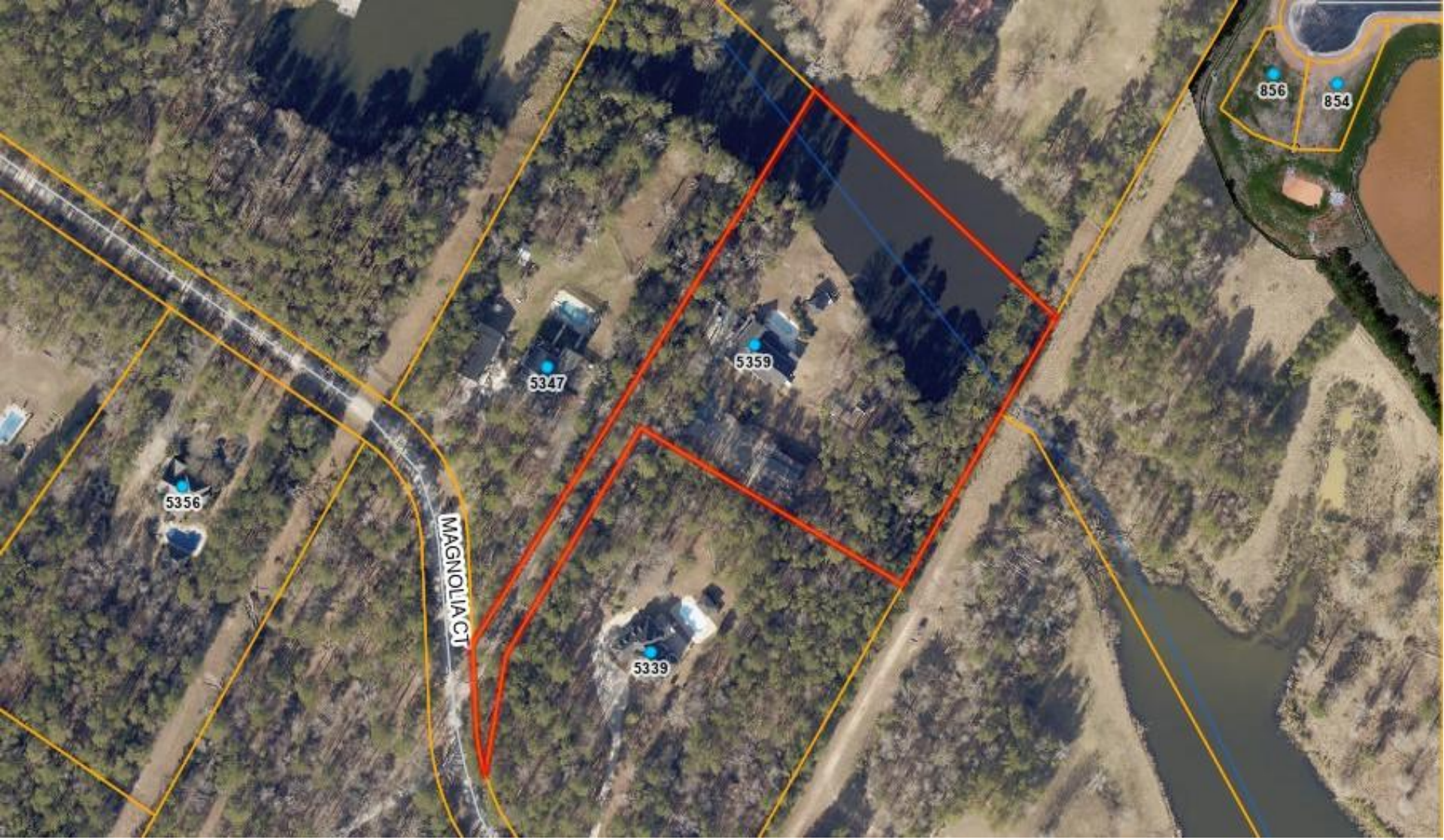
- Tax Map 060 Parcel ID 087A
- Location: 5359 Magnolia Court
- Acreage: 4.87 +/- acres
- Current Zoning: R-A (Residential Agricultural)
- Existing Use: Single-Family Residential
- Request: Variance to Section 90-53 *List of Lot and Structure Requirements* to reduce the rear setback for a proposed storage structure
- Applicant: William A. May



VA26-01-01 LOCATION

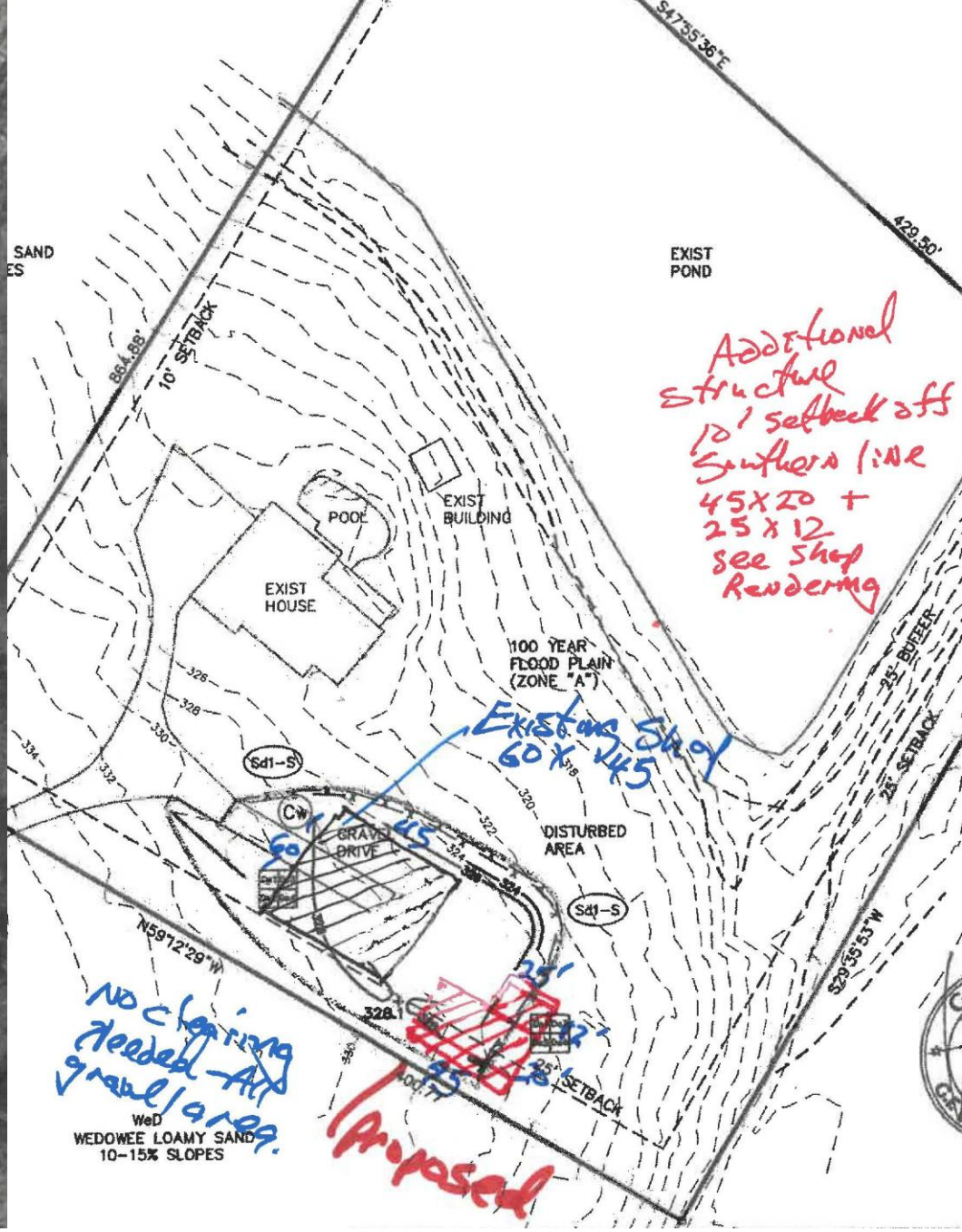


VA26-01-01 ZONING



VA26-01-01 AERIAL

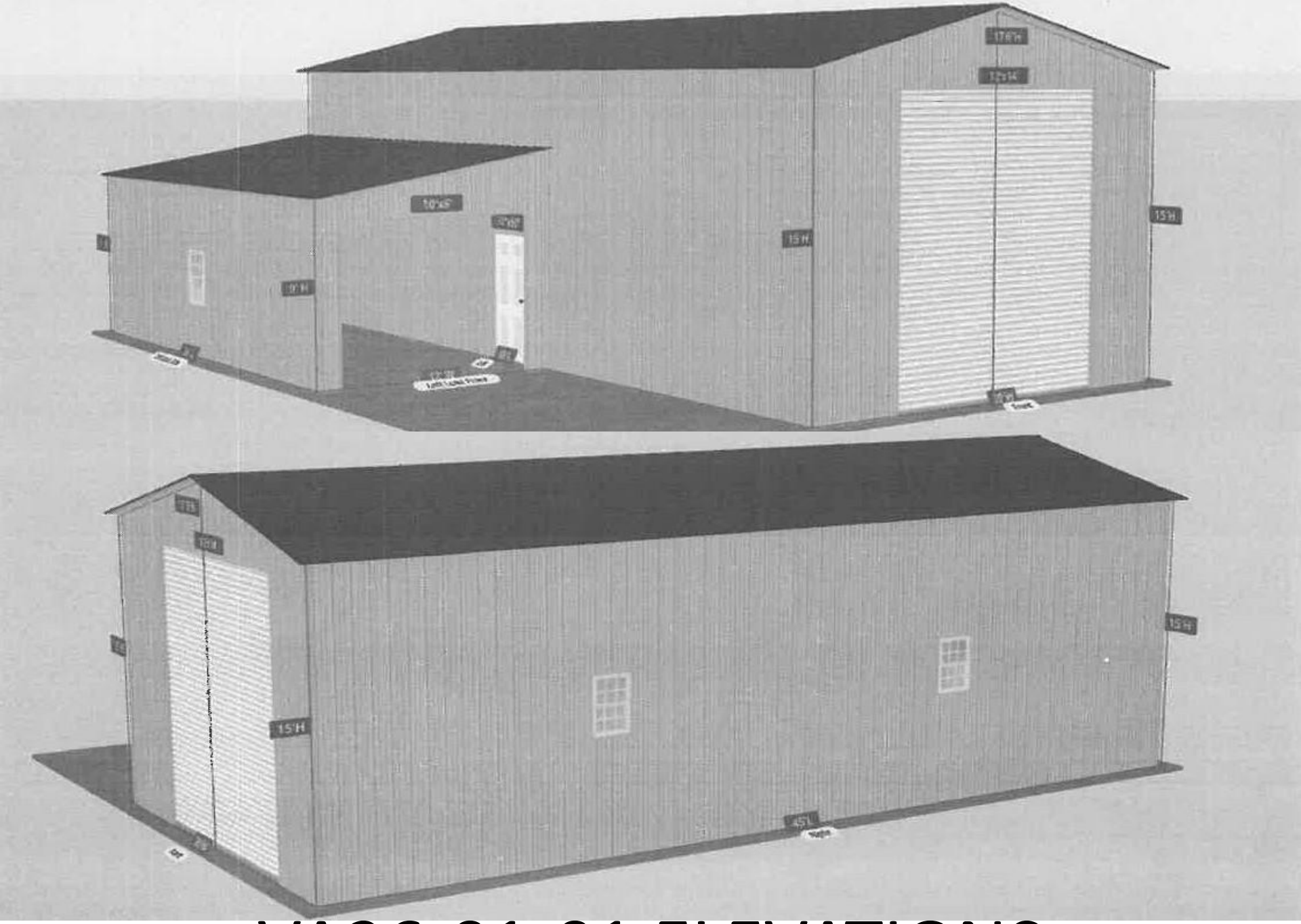




VA26-01-01 SITE PLAN



VA26-01-01 SITE PHOTO



VA26-01-01 ELEVATIONS

Columbia County Board of Commissioners
February 3, 2026

Fund:		Department:	Planning
Revenue:		Contact:	Scott Sterling
Expenses:		Phone:	706.868.3400
Line Codes(s):			

ITEM: VA26-01-02, Variance to Section 90-144 *Placement of buildings and structures*, 3510 Gloucester Court, Tax Map 082I Parcel 089, 0.41 +/- acres, and currently zoned R-3 (Single Family Residential) and Easment Encroachment Agreement

BACKGROUND: See attached staff report- *VA26-01-02*

Planning Commission Date: **January 15th, 2026**

STAFF RECOMMENDATION: Staff recommends **approval with conditions** of the request for a variance to Section 90-144 *Placement of Buildings and Structures* to reduce the side and rear setbacks for an existing shed and to allow the existing retaining wall to remain over 3 feet tall in the front setback on property located at 3510 Gloucester Court, Tax Map 082I Parcel ID 089, 0.41 +/- acres, and currently zoned R-3 (Single-Family Residential).

Conditions:
Planning:

1. The reduction in the side and rear setbacks only applies to the existing shed.
2. The shed cannot be expanded further into the setbacks, and, if damaged and has to be rebuilt, it will need to be relocated outside of the setbacks.

Stormwater:
An Easement Encroachment Agreement will be required.

COMMITTEE COMMENTS: Planning Commission: No comments or questions.

The applicant, Garson Hedrick, 3510 Gloucester Court, was present.

Members of the public were present but provided no comments or concerns.

For further explanation on committee comments, please see the excerpt from the Jnauary 15th, 2026 Planning Commission meeting minutes included in this packet.

Commissioner Lester made a motion to recommend approval with conditions of file VA26-01-02, Variance to Section 90-144 *Placement of Buildings and Structures*, 3510 Gloucester Court, Tax Map 082I Parcel 089, 0.41 +/- acres and currently zoned R-3 (Single Family Residential).

Commissioner Cato seconded the motion.

The motion carried 5 – 0.

Conditions:

Planning:
1.The reduction in the side and rear setbacks only applies to the existing shed.
2.The shed cannot be expanded further into the setbacks, and, if damaged and has to be rebuilt, it will need to be relocated outside of the setbacks.

Stormwater:
An Easement Encroachment Agreement will be required.

COMMITTEE RECOMMENDATION / MOTION: *I make a motion to approve the request for a variance to Section 90-144 Placement of buildings and structure for property located at tax map 082I Parcel 089 subject to the conditions enumerated in the January 15, 2026 Planning Commission report and an easement encroachment agreement.*

Return to:
Stormwater Compliance Department
630 Ronald Reagan Dr, Bld A
Evans, GA 30809

ENCROACHMENT AGREEMENT

STATE OF GEORGIA

COUNTY OF COLUMBIA

Deed Reference: _____

Present Owner: J. Garson Hedrick / Shelley Hedrick

Tax/Map Parcel: 082I089

WHEREAS, J. Garson Hedrick hereinafter called "Owner", is the owner of property located at 3510 Gloucester Ct Martinez GA 30907 described on Exhibit A attached hereto, and recorded in the Office of the Clerk of Superior Court of Columbia County, Georgia, in PC-Slide PC A102#2.

WHEREAS, Columbia County, Georgia, hereinafter called "County", owns a certain utility easement over said property, and

WHEREAS, Owner is causing to be built or has built a Driveway Paving & Retaining Wall, which encroaches on County's easement.

NOW THEREFORE for and in consideration of the sum of $10.00 (Ten and No/100 Dollars) in hand paid, the receipt and adequacy of which is acknowledged, Columbia County does hereby grant and convey to Owner the right to encroach upon its easement according to the following terms and conditions:

1. The County hereby gives on the conditions set forth herein, its permission to Owner to construct, use, operate and maintain said encroachment. Such permission is given on the express understanding and condition, and Owner hereby acknowledges, that said construction, use, operation, and maintenance of the encroachment is a permissive use which is revocable by the County on the terms and conditions set forth herein.

2. Owner shall construct, use, operate, and maintain said encroachment in a safe and proper manner at all times and hereby acknowledges that the use, operation, and maintenance of said encroachment shall never become the basis of a prescriptive right, easement or title to any portion of the easement or any interest in the easement and shall never be or deemed to be a reduction, termination, or modification of any kind of the easement or any portion thereof or any interest or right therein. Owner further acknowledges that the construction, use, operation, and maintenance of the encroachment located on County's easement shall be enjoyed as a permissive right only.

3. Owner agrees to remove, at Owner's sole expense, said encroachment in any of the following events:

(a) the County determines, in good faith, that said encroachment interferes with or endangers the proper operation and maintenance of the utility located in said easement; or

(b) the County finds it necessary to excavate in said easement in order to maintain the utility located therein; or

(c) the County finds it necessary to install, operate, and maintain an additional utility within said easement.

4. In the event Owner fails to remove said encroachment from the easement if requested to do so by County in the event any of the eventualities of the foregoing paragraph occur, the County may enter upon Owner's property and effect such removal without the County incurring any liability whatsoever to Owner; and in such event, Owner shall be liable to County for any and all reasonable costs incurred by the County in connection with the removal and restoration and shall reimburse the County for such costs upon demand of County.

5. Owner shall not do or permit to be done any of the following acts on said easement or any portion thereof: (a) expand or add to said encroachment or (b) construct or erect any other encroachments or other structures on said easement.

6. Owner hereby indemnifies the County and agrees to hold County harmless from all liability, loss, cost, damage, and expenses (including, but not being limited to, attorney's fees, court costs, and expenses or litigation) arising out of or in any manner connected with the installation, use, operation, maintenance or removal of any portion of said encroachment which maybe located upon the easement. Without limiting the generality of the foregoing indemnification provisions, Owner further agrees that if any third party asserts a claim or files an action against County in connection with any event or circumstance relating to the relocation of any portion of said encroachment, the County may defend itself against such claim or action; and in such event, Owner shall reimburse the County for any sums paid to any third party in damages, judgements, or settlement of such claim or action and for any reasonable cost and expenses (including, but not being limited to, attorney's fees, court costs, and expenses of litigation) incurred by the County in defending itself against such claim or action.

7. This agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of each of the parties hereto and their respective heirs, assigns, employees, servants, representatives, and successors in title. The covenants and conditions contained herein shall run with the land, and this agreement shall be recorded in the Office of the Clerk of the Clerk of the Superior Court of Columbia County, Georgia.

8. Owner hereby agrees to compensate Columbia County for any damages caused to County utilities within said easement resulting from construction, use, operation, and/or maintenance of encroachment. Compensation for damages include the cost of all materials and workmanship required to make repairs as Deemed necessary by the County.

9. Enforcement of the covenants and conditions contained herein shall be by any proceeding at law or in equity. The remedies given to the County herein are distinct, cumulative remedies; and the exercise of any one remedy shall not bar the County from exercising any or all

of its other remedies hereunder or under the aforesaid easement or any other right or remedy which the County has either at law or in equity.

10. This agreement and the exhibit attached hereto constitute the full and complete agreement among County and Owner with respect to all matters contained herein; and evidence of any prior or contemporaneous oral agreement or understanding shall be inadmissible to take from, add to, or alter the terms of this agreement. There is no consideration for this agreement other than the consideration herein expressed.

11. This agreement may not be modified, rescinded, terminated, or amended, in whole or in part, except by written and recorded consent of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, or where the context so requires, caused same to be executed by its proper officers and its corporate seal affixed, on the date set opposite the execution of each.

Signed and sealed in our presence this 09 day of December, 2025.

Owner

Owner

Notary Public

My Commission Expires:

SAVANNAH LOPEZ
NOTARY PUBLIC
RICHMOND COUNTY, GEORGIA
MY COMMISSION EXPIRES
APRIL 21, 2029

Signed and sealed in our presence this 31 day of Dec, 25.

COLUMBIA COUNTY, GEORGIA

Attest: _____
Clerk

_____
Chairman, Board of Commissioners

The following is a draft of the actions taken at the January 15th, 2026 Columbia County Planning Commission meeting. This document has not been reviewed or approved by the Planning Commission and is not an official record of the meeting. The Planning Commission will approve the official minutes on February 5th, 2026

VA26-01-02, Variance to Section 90-144 *Placement of buildings and structures*, 3510 Gloucester Court, Tax Map 082I Parcel 089, 0.41 +/- acres, and currently zoned R-3 (Single Family Residential).

Staff member Dylan Douglas presented the staff recommendation.

Commissioner Moody opened the public hearing at 6:16PM.

The applicant, Garson Hedrick, 3510 Gloucester Court, was present.

Members of the public were present but provided no comments or concerns.

Commissioner Moody closed the public hearing at 6:16PM.

Commissioner Lester made a motion to recommend approval with conditions of file VA26-01-02, Variance to Section 90-144 *Placement of Buildings and Structures*, 3510 Gloucester Court, Tax Map 082I Parcel 089, 0.41 +/- acres and currently zoned R-3 (Single Family Residential).

Commissioner Cato seconded the motion.

The motion carried 5 – 0.

Conditions:

Planning:
1.The reduction in the side and rear setbacks only applies to the existing shed.
2.The shed cannot be expanded further into the setbacks, and, if damaged and has to be rebuilt, it will need to be relocated outside of the setbacks.

Stormwater:
An Easement Encroachment Agreement will be required.

VARIANCE

January 15, 2026

COLUMBIA COUNTY GEORGIA

FILE : VA26-01-02 Variance-Section 90-144

Property Information	
Tax Map/Parcel ID	**Tax Map 082I Parcel ID 089**
Address/Location	**3510 Gloucester Court**
Acreage (+/-)	**0.41 +/- Acres**
Current Zoning	**R-3 (Single-Family Residential)**
Current Use	**Single-Family Residential**
Request	**Variance to Section 90-144 *Placement of Buildings and Structures***
Commission District	**District 1 (Melear)**
Recommendation	**Approval with Conditions**

Summary and Recommendation

Owners and applicants James Garson and Shelley P. Hedrick request a variance to Section 90-144 *Placement of Buildings and Structures* to reduce the side and rear setbacks for an existing shed and allow an existing retaining wall in the front setback to remain over 3 feet tall on property located at 3510 Gloucester Court, Tax Map 082I Parcel ID 089, 0.41 +/- acres, and currently zoned R-3 (Single-Family Residential). The applicant has submitted a brief narrative and site survey showing the retaining wall and existing shed's location on the property. This request does stem from a Code Enforcement case.

The subject property is located on the south side of Gloucester Court and is currently zoned R-3 (Single-Family Residential) as are all adjacent properties to the east, west, and north across Gloucester Court. Properties to the south are zoned PUD (Planned Unit Development) as a part of The Highlands at Watervale development. All adjacent properties are in residential use.

The property owner began a project aiming to expand his paved driveway in early 2025. As a part of that process, he has been working on the existing retaining wall in coordination with the County's Building Standards Department since July 2025 when he originally submitted for permitting. The submitted site survey shows that the wall's height varies from 4.8 to 5.5 feet tall. Typically, walls shorter than 6 feet are allowed on residential parcels like this one except when extending into the front setback closest to the roadway. Within the front setback, walls and fences are only allowed to be 3 feet tall maximum. This wall is 4.8 feet tall at the rough limit of the front setback per the site survey, so it exceeds the allowed 3-foot maximum within the setback, which resulted in this request. The site survey generated for this request also revealed that the existing shed in the southwest corner of the property is within both the side and rear setbacks along the two lot lines forming that corner. Once these code violations were revealed by the site survey, the property owner was informed he would need to apply for a variance to keep these structures in their locations, leading to this request.

In his submitted narrative, the applicant explains that two railroad ties were in place in the rough location of the wall previously with a small separation between them creating terraces above and below each. The wall was constructed so its height matched the grade that was in place. It is a segmental block wall with a French drain installed along its base to aid stormwater runoff. The applicant argues that the new wall and French drain are an improvement on the railroad ties and overgrowth previously in place. He references that drainage in the area will improve, the wall and grass above the wall are an aesthetic improvement, and the wall is a sturdier and longer lasting erosion control solution.

The primary concern with this request is the retaining wall, and, to clarify, the wall is not violating code as it pertains to the side lot line shared with the neighbor. Walls are allowed to stand in side setbacks if they are 6 feet tall or shorter. This walls maximum height per the site survey is 5.5 feet. The only violation related to the wall is that it is taller than the 3-foot maximum allowed in the front setback from Gloucester Court.

However, no issues with the wall have been raised via inter-departmental review. The wall is built in-line with the preexisting grade, so it should not impede driver's vision any more than it was before. This stretch of Gloucester Court is generally straight which helps mitigate that concern as well. The only party one could reasonably expect to have their vision impact by the wall while driving are the applicants themselves while exiting their property onto Gloucester Court. This is not a reasonable safety concern that has been raised by any county departments.

The only issue with the wall is that it stands within a 5-foot stormwater Drainage & Utility Easement that spans the side lot line. Stormwater has therefore proposed a condition that an Easement Encroachment Agreement be required for the wall to remain in its current location. The Easement Encroachment Agreement has already been turned into staff and is being processed simultaneously with this variance application.

The secondary concern with this request is the shed. The applicant had the site survey generated for his variance request related to the retention wall. The survey revealed that the shed was within the 10-foot side and rear setbacks. The shed has according to both the property owners and their HOA been there for a long time with no issues related to it. It is a structure in keeping with the general aesthetic, development pattern, and residential character of the area. There are also other sheds on nearby parcels that also appear to be closer to lot lines than would be allowed, so its impact in its current location could be considered negligible.

The shed is, however, also within a couple Drainage and Utility Easements, so it has been included on the Easement Encroachment Agreement, per Stormwater's condition. Staff also propose a couple conditions related to the shed. They clarify that the setback reductions the shed needs apply only to it as an existing structure. All future structures will have to comply with the side and rear setbacks on the parcel, including if the shed is replaced in the future. Additionally, the existing shed cannot be expanded further into the setbacks than it currently stands. The intent of these conditions is to rectify this nonconformity in the future and insulate neighbors from possible negative effects from the shed's presence in the setbacks as the code intends.

Finally, the Watervale HOA has issued a letter of support for this requested variance. They explain that any work to remove the existing wall, at this point, would be more of a detriment to the neighborhood

and surrounding area than its worth. They also agree that the impact of the existing shed is minimal enough that they also intend to allow it to remain in place, as it was constructed some time ago.

Due to the reasoning outlined above, staff recommends to **approve with conditions** the request for a variance to Section 90-144 *Placement of Buildings and Structures* to reduce the side and rear setbacks for an existing shed and to allow the existing retaining wall to remain over 3 feet tall in the front setback on property located at 3510 Gloucester Court, Tax Map 082I Parcel ID 089, 0.41 +/- acres, and currently zoned R-3 (Single-Family Residential).

Interdepartmental Review

A copy of this staff report, including a list of all recommended zoning conditions, is sent to the applicant and owner of the property in question prior to the public hearing.

Conditions:

Planning:

1. The reduction in the side and rear setbacks only applies to the existing shed.
2. The shed cannot be expanded further into the setbacks, and, if damaged and has to be rebuilt, it will need to be relocated outside of the setbacks.

Stormwater:
An Easement Encroachment Agreement will be required.

Comments:

Broadband:
No comments or conditions.

Building Standards:
All new construction and/or renovation work must meet all applicable codes, including amendments and appendix adopted by Columbia County, GA. These include but not limited to the International Residential code for one and two family dwellings, National Electrical Code, International Mechanical Code, International Fuel Gas Code, International Plumbing Code, International Property Maintenance Code, Swimming Pool and Spa Code and Columbia County ordinance.

Environmental:
No comments or conditions.

Environmental Compliance:
No comments or conditions.

Fire Department:
No comments or conditions.

Fire Marshal:
The fire code does not address building setbacks. Comments would come from the Building Standards.

Health Department:
No comments or conditions.

Planning:
No variances from Code, outside of the requested variance, have been expressed or implied. In case of conflicts, the more restrictive item shall prevail over the less restrictive item.

Stormwater Management:
No comment. See condition.

Pre-Construction:
No comments or conditions.

Traffic Engineering:
No comments or conditions.

Water & Sewer:
No comments or conditions.

Criteria for Evaluation of Variance Proposal

1. **There are special circumstances or conditions unique to the property that do not generally apply to the district.**
   There is a significant topographical upslope between these neighboring parcels which led to the property owners installing the retaining wall. It is not a retaining wall that would be considered out of character on a residential lot dealing with this topography. Other properties in this neighborhood have structures constructed closer to property lines than County code would allow, so the request for the shed is not out of place in the current development pattern. An Easement Encroachment Agreement is already in process and simply awaiting simultaneous review with this request, so there are no issues with that.

2. **The special circumstances or conditions are such that the strict application of the provisions of this chapter would deprive the applicant of any reasonable use of his land. Mere loss of value shall not justify a variance. There must be a deprivation of beneficial use of land.**
   Strict application of the provisions of this chapter would certainly impact the applicants' use of their newly expanded driveway which could be considered a reasonable use of their land. At this point, the construction work required to bring the wall's height into compliance is unlikely to be worth what speculative benefit it might provide to anyone. Other properties in this neighborhood have structures constructed closer to property lines than County code would

allow, so the request for the shed is not out of place in the current development pattern. The shed has been in place for a long time seemingly without issue, so it would not be reasonable to apply the code strictly to it at this point either.

3. **Topographical or other conditions peculiar and particular to the site are such that strict adherence to the requirements of this chapter would cause the owner unnecessary hardship, and would not carry out the intent of this chapter, and that there is no feasible alternative to remedy the situation.**
   There is a significant topographical upslope between these neighboring parcels which led to the property owners installing the retaining wall. It is not a wall that would be considered out of character on a residential lot dealing with this topography. Strict application of the provisions of this chapter would certainly impact the applicants' use of their newly expanded driveway which could be considered a reasonable use of their land. At this point, the construction work required to bring the wall's height into compliance is unlikely to be worth what speculative benefit it might provide to anyone.

4. **If granted, the variance shall be in harmony with the general purposes and intent of this chapter, and shall not be injurious to the neighborhood or detrimental to the public welfare.**
   The variance is not likely to be injurious to the neighborhood or detrimental to the public welfare. The wall and shed fit the nature, character, and context of the neighborhood and should not cause any issues.

5. **In reviewing the application for a variance, the burden of showing that the variance should be recommended and/or granted shall be upon the person applying for the variance.**
   The applicant has provided sufficient information.

6. **When recommending a variance, the planning commission or the Board of Commissioners, as the case may be, when granting a variance, may establish reasonable conditions concerning the use of the property, and may establish an expiration date for such variances.**
   So noted.

7. **Any variance recommended and/or authorized is to be set forth in writing in the minutes of the Planning Commission and the Board of Commissioners, as the case may be, with the reasons for which the departure was justified, and the conditions under which the variance was granted.**
   So noted.

We extended the drive way to the road from the double parking at the top of the driveway (close to the house) to the road, tapering down from 30' to 20'.

The existing wall was railroad ties and was a 2 tier wall, we eliminated the 2 tier wall and moved closer to our property from the top tier by approximately 3'.

The retaining wall was engineered by JLA structural engineering – you have the as built drawing and explanation on file.

Before the driveway was poured I got a permit from the Columbia County zoning and planning office.

We did not move the wall closer to the encroachment area, but closer to our property line.

The driveway was doubled at the road, however the retaining wall was moved closer to our property.

The height of the wall was to match the grade of the dirt that was currently in place.

The wall was built above spec for water run off with a French drain installed – with over 42 yard of 57 stone used.

The retaining wall was build with long lasting material (stone behind the wall for water run off and stone for the wall material) this replaced the short life material that was utilized prior.

The current retaining wall is an improvement to the property and ascetically more favorable to the neighborhood.

In summary, the new retaining wall is not higher than the 2 tier wall that was previously in place and the wall is actually closer to our property line than the previous 2 tier wall that was in place.

The land that was cleared is now covered with grass and is more open and clear than the previous over grown line.

ACCORDING TO FEMA FIRM PANEL NUMBER 45003C0492E, MAP DATE 08/07/2019, THIS PROPERTY IS NOT LOCATED IN A 100 YEAR FLOOD PLAIN

THIS PROPERTY MAY BE SUBJECT TO RESTRICTIONS AND OTHER EASEMENTS NOT SHOWN HEREON BUT MAY BE RECORDED IN THE CLERK OF COURTS OFFICE

REFERENCES:
1. DEED BK/PG: 12609/243
2. PLAT BK/PG: PC:A/SLIDE:102#2

SURVEY DATA:
FIELD CLOSURE 0.04'
(FROM RADIAL LOCATION)
ANGULAR ERROR 5"/ANGLE
NO ADJUSTMENT
PLAT CLOSURE 1 FOOT IN 10,000
INST: GPS BASE STATION W/ROVER

FOR COUNTY USE

~ THE HIGHLANDS @ WATERVALE BLOCK "J"~

LOT 1
% MATTHEW R. BIELEWICZ &
HALEY E. BERRY %
TAX PARCEL ID: 0821190
DEED BK/PAGE: 11283/288
PLAT BK/PAGE: PC:A/57#1

LOT 2
% ANDREW &
STASIA SKELTON %
TAX PARCEL ID: 0821191
DEED BK/PAGE: 14045/135
PLAT BK/PAGE: PC:A/57#1

LOT 3
% BRADLEY M. &
NAN LYNCH %
TAX PARCEL ID:
0821192
DEED BK/PAGE: 8547/165
PLAT BK/PAGE: PC:A/57#1

MAGNETIC

N60°23'27"W 132.23'

#4 R.B.F.

20' DRAINAGE & UTILITY EASEMENT

OVER HANG

CHIMNEY

CONC.

LOT (20)
0.40 Ac.
TAX PARCEL ID: 0821089
(3510 GLOUCESTER CT.)

SHED

PORCH

EXISTING RESIDENCE

A/C

WALL HEIGHT=5.0'

WALL HEIGHT=5.5'

LOT 19
% THOMAS &
CAROL CLARK %
TAX PARCEL ID:
0821088
DEED BK/PAGE: 0759/222
PLAT BK/PAGE: 8/290

S17°45'43"W 158.47'

15' DRAINAGE & UTILITY EASEMENT

5' DRAINAGE & UTILITY EASEMENT

LOT 21
% MICHAEL &
DEBRA CHAMBERS %
TAX PARCEL ID:
0821090
DEED BK/PAGE: 3627/277
PLAT BK/PAGE: 12/133

N28°29'23"E 145.96'

CONC. DRIVEWAY

WALL HEIGHT=4.8'

L=91.07'
R=611.79'
S65°59'36"E
(CHORD) 90.99'

255.53'± TO R/W
OF WAKEFIELD LANE SOUTH

WALL BEGINS
TAPER TO GRADE

SWT

W.M.

T.P.

EDGE OF PAVEMENT

GLOUCESTER COURT
50' R/W

S61°43'32"E 12.00'

EDGE OF PAVEMENT

Legend

●	PROPERTY CORNER
RBS	#4 REBAR SET
RBF	#4 REBAR FOUND
———	FENCE
G.M.	GAS METER
W.M.	WATER METER
	LIGHT POLE
T.P.	TEL. PEDESTAL

SCALE 0 15' 30' 45' IN FEET

SURVEYOR CERTIFICATION

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION. AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

BY: _____ DATE _____
DONALD BRADLEY FOSTER, LS
GEORGIA PROFESSIONAL LAND SURVEYOR NO. 3191

OWNER CERTIFICATION

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY DEPICTED ON THIS PLAT, THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY, THAT ALL STATE AND COUNTY TAXES OR OTHER ASSESSMENTS NOW DUE ON THIS LAND HAVE BEEN PAID AND THAT WE ADOPT THIS PLAT OF OUR FREE CONSENT.

_____ DATE: _____
SIGNATURE

GEORGIA REGISTERED No. 3191 LAND SURVEYOR DONALD BRADLEY FOSTER

PLAT FOR: *GARSON HEDRICK*

LOT: 20 | BLK: D | SUBD: GLOUCESTER WATERVALE SECTION 3

AUGUSTA LAND SURVEYING, LLC
828 STEVENS CREEK ROAD
AUGUSTA, GA 30907
706-284-9578
LAND SURVEYING FIRM – LICENSE NO. LSF001116 (EXP. 6/30/2026)

STATE:	GEORGIA
COUNTY:	COLUMBIA
AREA:	MARTINEZ
ZONED:	R-3
SCALE:	1" = 30'
DWN BY:	CAM
JOB NO.	25-658
DATE:	10/07/2025
REV.	

From: Prather, Steven
To: Douglas, Dylan
Subject: RE: Letter of HOA Support
Date: Monday, January 5, 2026 12:34:52 PM

From William Hausman our President..
Let me know if you need anything else.

In reviewing the documents and requests provided, the Watervale HOA supports approval of this variance.

Thank you,

Will Hausman

Steven D. Prather, AIA, NCARB
Division Director - Facility Services
Columbia County Board of Commissioners
Direct 706.312.7374
Mobile 706.829.6335
After hours emergency 706.825.3522

From: Douglas, Dylan <DDOUGLAS@columbiacountyga.gov>
Sent: Monday, January 5, 2026 8:30 AM
To: Prather, Steven <SPRATHER@columbiacountyga.gov>
Subject: RE: Letter of HOA Support

If you're still currently a board member. That's enough for me, but, if the Board itself has its own email address, a statement from that email would be useful to us.

Thank you,

Dylan Douglas
Planner I

Columbia County Planning Services Division
630 Ronald Reagan Drive, Building B
PO Box 498
Evans, GA 30809
Office-706-868-3400
Direct-706-447-7625

From: Prather, Steven <SPRATHER@columbiacountyga.gov>

Sent: Monday, January 5, 2026 8:28 AM
To: Douglas, Dylan <DDOUGLAS@columbiacountyga.gov>
Cc: Butler, Will <WBUTLER@columbiacountyga.gov>
Subject: Re: Letter of HOA Support

Yes, I am a member of the Board, I stepped down as President. I can request the president to send something over this morning.

Sent from my IPhone. Please excuse any typos.

Steven D. Prather, AIA, NCARB
Division Director - Facility Services
Columbia County Board of Commissioners
Direct 706.312.7374
Mobile 706.829.6335
After hours emergency 706.825.3522

From: Douglas, Dylan <DDOUGLAS@columbiacountyga.gov>
Sent: Monday, January 5, 2026 8:20 AM
To: Prather, Steven <SPRATHER@columbiacountyga.gov>; stevendprather@gmail.com <stevendprather@gmail.com>
Cc: Butler, Will <WBUTLER@columbiacountyga.gov>
Subject: RE: Letter of HOA Support

Thanks Steven,

Do you hold an official position with them? Or, if you don't, could we get one of them to submit an email indicating this stance? This is mostly a housekeeping/record keeping request.

Thank you,

Dylan Douglas
Planner I

Columbia County Planning Services Division
630 Ronald Reagan Drive, Building B
PO Box 498
Evans, GA 30809
Office-706-868-3400
Direct-706-447-7625

From: Prather, Steven <SPRATHER@columbiacountyga.gov>

Sent: Monday, January 5, 2026 8:06 AM
To: Douglas, Dylan <DDOUGLAS@columbiacountyga.gov>; stevendprather@gmail.com
Cc: Butler, Will <WBUTLER@columbiacountyga.gov>
Subject: RE: Letter of HOA Support

Dylan, the Watervale HOA Board is in support of this variance for the wall, mainly due to it already being in place…
The Board is also in support of the variance for the shed, as it was constructed some time ago.

Steven D. Prather, AIA, NCARB
Division Director - Facility Services
Columbia County Board of Commissioners
Direct 706.312.7374
Mobile 706.829.6335
After hours emergency 706.825.3522

From: Douglas, Dylan <DDOUGLAS@columbiacountyga.gov>
Sent: Friday, January 2, 2026 4:37 PM
To: Prather, Steven <SPRATHER@columbiacountyga.gov>; stevendprather@gmail.com
Cc: Butler, Will <WBUTLER@columbiacountyga.gov>
Subject: RE: Letter of HOA Support

Absolutely,

See attached his site survey. He recently did some work expanding/realigning his driveway and, in doing so, creating a small retention wall. That wall is 4ft high within his front setback where it is only allowed to be 3 feet tall maximum by Columbia County code. He also has a shed in the back corner of his lot that appears to have been there for some time that is within his 10-foot rear setback. The shed appears to have been there for some time without any major issue.

Let me know if you have additional questions.

Thank you,

Dylan Douglas
Planner I

Columbia County Planning Services Division
630 Ronald Reagan Drive, Building B
PO Box 498
Evans, GA 30809
Office-706-868-3400
Direct-706-447-7625

From: Prather, Steven <SPRATHER@columbiacountyga.gov>
Sent: Friday, January 2, 2026 4:32 PM
To: Douglas, Dylan <DDOUGLAS@columbiacountyga.gov>; stevendprather@gmail.com
Cc: Butler, Will <WBUTLER@columbiacountyga.gov>
Subject: Re: Letter of HOA Support

Can you give me some information on what he is doing and wanting the variance for? I can get input from the Board.

Sent from my IPhone. Please excuse any typos.

Steven D. Prather, AIA, NCARB
Division Director - Facility Services
Columbia County Board of Commissioners
Direct 706.312.7374
Mobile 706.829.6335
After hours emergency 706.825.3522

From: Douglas, Dylan <DDOUGLAS@columbiacountyga.gov>
Sent: Friday, January 2, 2026 4:31:16 PM
To: Prather, Steven <SPRATHER@columbiacountyga.gov>; stevendprather@gmail.com <stevendprather@gmail.com>
Cc: Butler, Will <WBUTLER@columbiacountyga.gov>
Subject: FW: Letter of HOA Support

Good afternoon,

Steven, we sent this email to our applicant on Gloucester Court on Wednesday. Will mentioned to me that you have some involvement with the HOA over there. Could you please bring this to their attention over the weekend? We are looking for some official stance from the HOA ahead of his upcoming public hearing. If you have any questions, feel free to reach out to Will or I. My contact information is copied below.

Thank you,

Dylan Douglas
Planner I

Columbia County Planning Services Division
630 Ronald Reagan Drive, Building B
PO Box 498
Evans, GA 30809
Office-706-868-3400
Direct-706-447-7625

From: Douglas, Dylan
Sent: Wednesday, December 31, 2025 12:40 PM
To: garson.hedrick@gmail.com
Subject: Letter of HOA Support

Good afternoon,

After reviewing your application, our office would like to reiterate that you need to seek a letter of support for your application for a Variance from your HOA. This is customary with all our applications for properties in areas managed by HOA's. The County Commissioners typically are looking to support/align with HOA's rather than conflict with them, so it will be of special interest to them. If something is not produced prior to the meetings this will likely be a question the Commissioners will have that could weigh heavily on their decision.

If you have any questions, feel free to reach out to me. The best phone number is 706-868-3400.

Thank you,

Dylan Douglas
Planner I

Columbia County Planning Services Division
630 Ronald Reagan Drive, Building B
PO Box 498
Evans, GA 30809
Office-706-868-3400
Direct-706-447-7625

Office Use Only
Date Received: 12-9-25
Public Hearing Date: 1-15-25
File # V425-01-02
BOC Meeting Date: 2-3-25
Commission District: 1

ZONING APPLICATION

COLUMBIA COUNTY, GEORGIA

PLEASE SELECTION ONE

Type of Application: ☐ Rezoning ☐ Plan Revision ☒ Variance ☐ Variation ☐ Conditional Use

Date of Application: 11/1/2025

Rezoning: The undersigned requests that the property described be rezoned from_____ to_____.

Plan Revision[1]**:** The undersigned requests a revision to the current _____ zoning.

Variance[2]**:** The undersigned requests a variance to Section _____ of the Columbia County Code of Ordinances.

Variation[3]**:** The undersigned requests a variation to Section _____of the Columbia County Code of Ordinances.

NOTE: Please see footnotes on the backside of this sheet.

PROPERTY INFORMATION:

Tax Map #_____ Parcel # 0821089 Address: 3510 Gloucester Ct Martinez GA 30907
(For multiple properties, please use a separate sheet of paper.) Road Frontage:_____feet on the North / South / East / West (circle one) side of _____. Property area is approximately .940 acres and is located _____feet from the intersection of _____.The attached plat for the property was prepared by Augusta Land Surveying, LLC and dated 10/07/2025

PROPOSED USE (for rezoning):
If approved, the property will be used for the following purpose(s):

_____

OWNERSHIP AND APPLICANT INFORMATION:

OWNER: James Garson Hedrick
ADDRESS: 3510 Gloucester Ct
CITY: Martinez STATE: GA ZIP: 30907
PHONE #: [redacted]
Email (or) Fax: [redacted]

APPLICANT: James Garson Hedrick
ADDRESS: 3510 Gloucester Ct
CITY: Martinez STATE: GA ZIP: 30907
PHONE#: [redacted]
Email (or) Fax: [redacted]

DISCLOSURE
Does any local government official or member of their family have a financial interest in the property, or has the applicant made campaign contributions in the aggregate of $250 or more within the past two years to any local government official? (Yes or No). **If yes, a full written disclosure must be submitted with this application.**

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

Owner's Signature
James Garson Hedrick
Printed Name

Applicant's Signature
James Garson Hedrick
Printed Name

Subscribed and sworn to before me on 9 day of December 2025.
By: Lisa M Davis
Notary Public

LISA M. DAVIS NOTARY PUBLIC COLUMBIA COUNTY GA MY COMM. EXPIRES June 11, 2028

Please return original notarized application with all supporting documentation and fees, to the Columbia County Planning Department, P.O. Box 498, Evans, GA 30809. Refer to *Fee Schedule.*

Date Received: _____
Public Hearing Date: _____
File # _____

ZONING APPLICATION

COLUMBIA COUNTY, GEORGIA

ADDITIONAL OWNERSHIP INFORMATION:

OWNER: Shelley P Hedrick
ADDRESS: 3510 Gloucester Ct
CITY: Mathews STATE: GA ZIP: 30507
PHONE #: [redacted]
Email (or) Fax: [redacted]

OWNER: _____
ADDRESS: _____
CITY: _____ STATE: ____ ZIP: _____
PHONE#: _____
Email (or) Fax: _____

DISCLOSURE

Does any local government official or member of their family have a financial interest in the property, or has the applicant made campaign contributions in the aggregate of $250 or more within the past two years to any local government official? (Yes or No). **If yes, a full written disclosure must be submitted with this application.**

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

Owner's Signature

Shelley P. Hedrick
Printed Name

Owner's Signature

Printed Name

LISA M. DAVIS NOTARY PUBLIC COLUMBIA COUNTY, GA MY COMM. EXPIRES June 11, 2028

Subscribed and sworn to before me on 9 day of Dec 2025.

By: Lisa M Davis Notary Public

ADDITIONAL OWNERSHIP INFORMATION:

OWNER: _____
ADDRESS: _____
CITY: _____ STATE: ____ ZIP: _____
PHONE #: _____
Email (or) Fax: _____

OWNER: _____
ADDRESS: _____
CITY: _____ STATE: ____ ZIP: _____
PHONE#: _____
Email (or) Fax: _____

DISCLOSURE

Does any local government official or member of their family have a financial interest in the property, or has the applicant made campaign contributions in the aggregate of $250 or more within the past two years to any local government official? (Yes or No). **If yes, a full written disclosure must be submitted with this application.**

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

Owner's Signature

Printed Name

Owner's Signature

Printed Name

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

By: _____ Notary Public

R:drive: Planning and Development/Forms Zoning and Variance Application
Additional Ownership

Revised 2011

PT-61 036 2020 003149

Recorded 06/03/2020 03:39PM
Georgia Transfer Tax Paid : $0.00
CINDY MASON
Clerk Superior Court, Columbia County
B 12609 P 0243-0244

Deed
Doc: QCD

BOOK 12609 PAGE 243

CLERK OF SUPERIOR COURT
COLUMBIA COUNTY, GEORGIA
FILED IN OFFICE

2020 JUN -3 PM 3:39
12609 243-244
DEED BOOK PAGE
CINDY MASON, CLERK

Please Record & Return to:
Kurt A. Worthington
Fleming & Nelson, LLP
P.O. Box 2208
Evans, GA 30809

STATE OF GEORGIA)
)
COUNTY OF COLUMBIA)

QUIT-CLAIM DEED OF GIFT

THIS INDENTURE, made this 29th day of May, 2020, by and between JAMES GARSON HEDRICK, Grantor, and JAMES GARSON HEDRICK and SHELLEY POWELL HEDRICK, Grantees, (the words "Grantor" and "Grantees" to include their respective heirs, successors and assigns where the context requires or permits);

WITNESSETH:

That the Grantor, in consideration of love and affection and other good and valuable consideration, paid by the Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, release, convey and confirm unto the Grantees, their successors and assigns, the following described property, to-wit:

ALL that lot or parcel of land with improvements thereon, situate, lying and being in the State of Georgia, County of Columbia, being shown and designated as Lot 20, Block D, of Watervale Subdivision, Section III, on a plat recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia, in PC-AA, Slide 146 #5-6; reference being made to said plat for a more complete and accurate description as to the metes, bounds and location of said property.

Said property is conveyed subject to and with notice of the following matters: a) drainage easements, building setback lines, and all other matters on the plat of record; b) general utility easements and road right-of-way grants and easements.

Said property is hereby conveyed subject to Protective Covenants recorded in the aforesaid Clerk's Office in Deed Book 106, Pages102-115, as amended in Deed Book 234, pages 377-378, aforesaid records, and to any and all other easements and restrictions of record in the aforesaid Clerk's Office.

Map and Parcel No. 082I 089

Property Address: 3510 Gloucester Ct., Martinez, Georgia 30907

TOGETHER WITH all the rights, members, hereditaments, improvements, easements and appurtenances thereunto belonging in or any wise appertaining , unto the Grantees, their successors and assigns, forever, in **FEE SIMPLE**.

TO HAVE AND TO HOLD the said property unto said Grantees so that neither the Grantor nor his successors or assigns nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title, or interest to the said Property or its appurtenances.

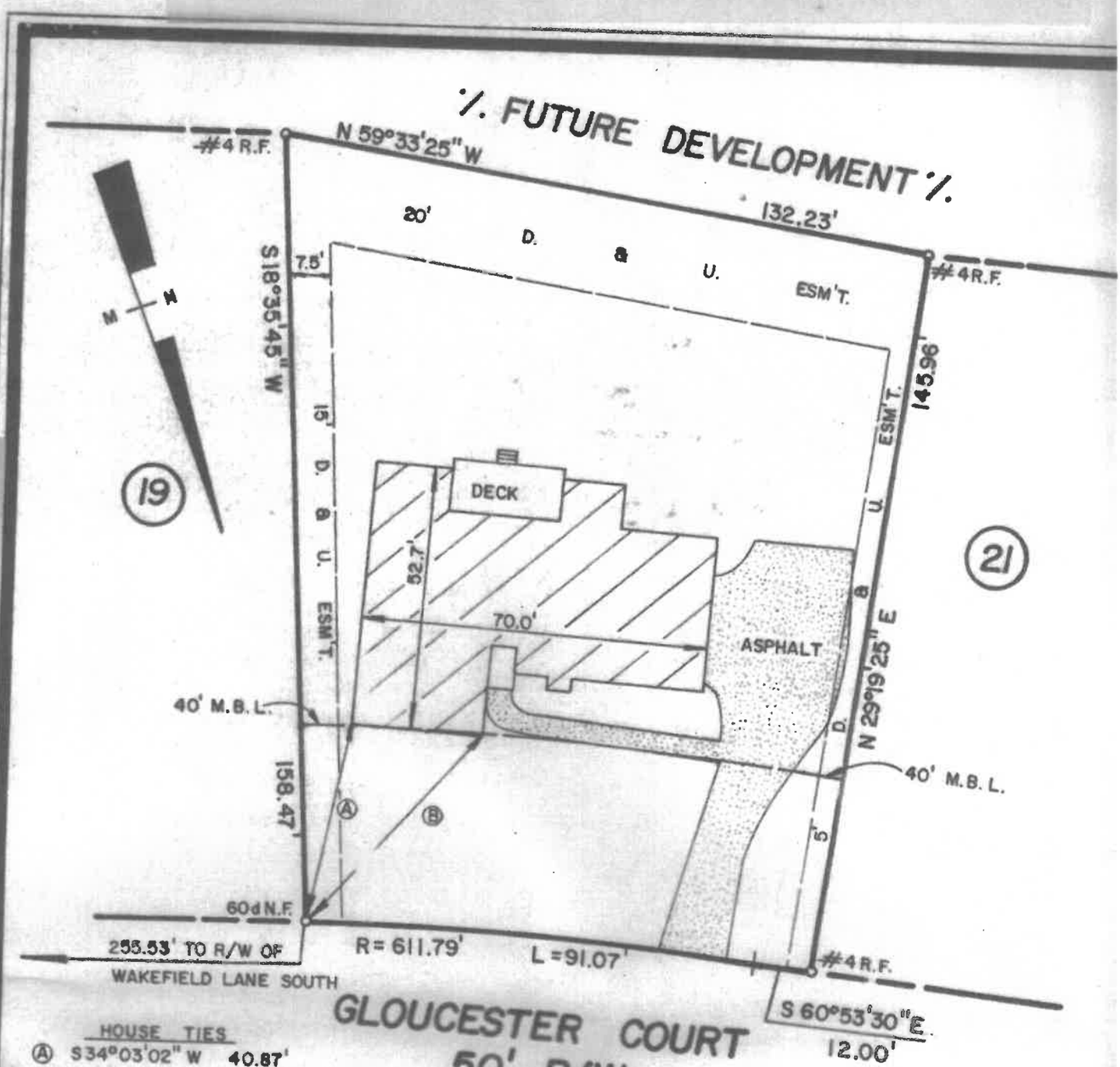
IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED)
in the presence of)
)
)
)
Unofficial Witness)
)
)
)
Notary Public)
Columbia County, Georgia)

JAMES GARSON HEDRICK

My Commission Expires: 2/2/21

FRANK ADAM NELSON
Notary Public, Georgia
Columbia County
My Commission Expires
February 02, 2021



GLOUCESTER COURT
50' R/W

HOUSE TIES

Ⓐ S 34°03'02" W 40.87'
Ⓑ S 64°18'51" W 52.18'

TECHNICAL DATA

DATE OF SURVEY — AUGUST 1985
EQUIPMENT USED — G.T.S. II
ANGULAR ERROR — 3" / ANGLE
PRECISION — 1 IN 5000
NO ADJUSTMENT

APPROVED
Columbia County
Planning
Commission
8/30 19 85

GEORGIA, COLUMBIA COUNTY
FILED AND RECORDED 10^A M. 9-4-85
BOOK PC-A PAGE A102 #2
G. B. POLLARD, JR., CLERK
INSTRUMENT NO.

PLAT FOR

JOSEPH FREY, III & JACKIE F. FREY

SHOWING LOT 20, BLK. D, SECT. 3 OF WATERVALE SUBD. A.K.A. 3510 GLOUCESTER CT.

COLUMBIA COUNTY, GEORGIA

30 15 0 30
SCALE IN FEET

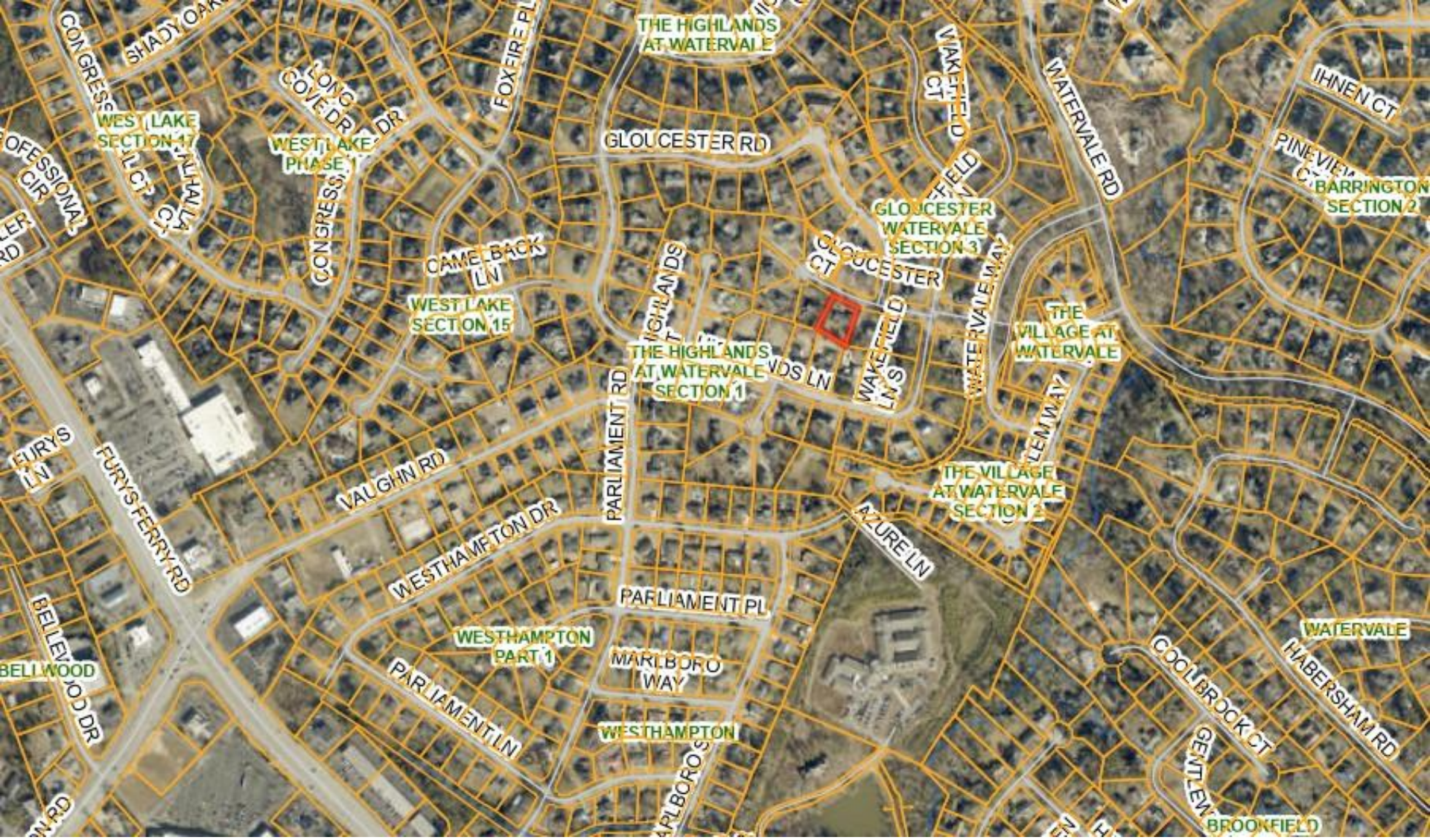
AUGUST 21, 1985
REV. AUGUST 27, 1985

PREPARED BY

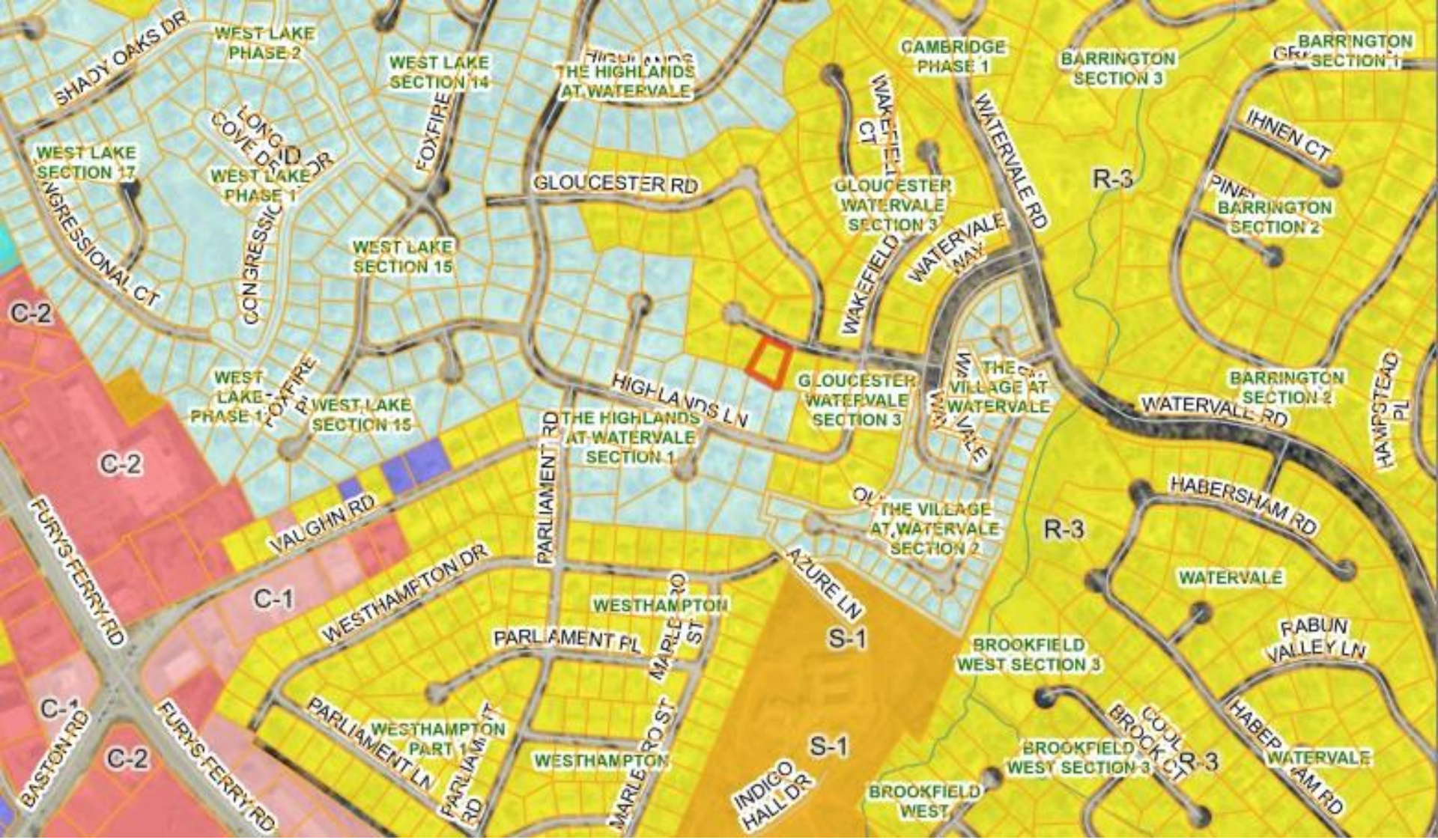
TOOLE SURVEYING COMPANY
349 GREENE ST. — PHONE 722-4114 — AUGUSTA, GA.

VARIANCE VA26-01-02

- Tax Map 082I Parcel ID 089
- Location: 3510 Gloucester Court
- Acreage: 0.41 +/- acres
- Current Zoning: R-3 (Single-Family Residential)
- Existing Use: Single-Family Residential
- Request: Variance to Section 90-144 *Placement of Buildings and Structures* to reduce the side and rear setbacks for an existing shed and allow an existing retaining wall over 3 feet tall in the front setback
- Applicant: James Garson Hedrick



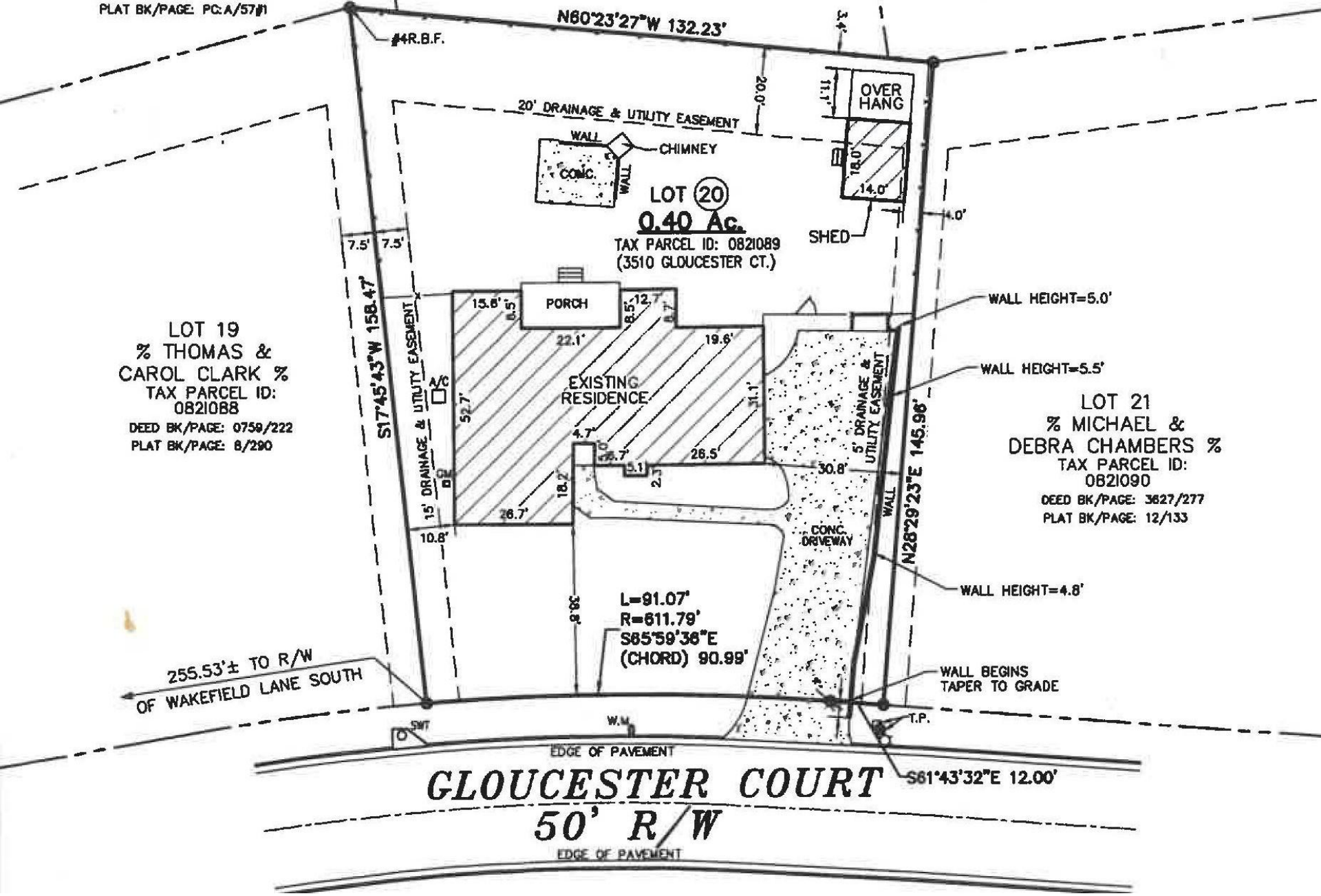
VA26-01-02 LOCATION



VA26-01-02 ZONING



VA26-01-02 AERIAL



VA26-01-02 SITE SURVEY



VA26-01-02 EXISTING SITE

Columbia County Board of Commissioners
February 3, 2026

Fund:		Department:	Planning
Revenue:		Contact:	Scott Sterling
Expenses:		Phone:	706.868.3400
Line Codes(s):			

ITEM: VA26-01-03, Variance to Sections 90-98 *list of lot and structure requirements* and 90-139 *buffers and screening*, portion of 348 Furys Ferry Road, Tax Map 082B Parcel 115, a 0.98 +/- acre portion of a 4.71 +/- acre total, and currently zoned C-1 (Neighborhood Commercial).

BACKGROUND: See attached staff report- *VA26-01-03*

Planning Commission Date: **January 15th, 2026**

STAFF RECOMMENDATION: Staff recommends **approval with conditions** of the request for variances to Sections 90-98 *List of Lot & Structure Requirements* and 90-139 *Buffers & Screening* to reduce building setbacks and buffers on property located at 348 Furys Ferry Road, Tax Map 082B Parcel ID 115, 4.71 +/- acres total, and currently split-zoned C-1 (Neighborhood Commercial) and R-3 (Single-Family Residential).

Conditions:

Planning:

1. Prior to issuance of an Occupational Tax for the subject property, a subdivision plat shall be recorded and a copy provided to Columbia County Planning.

2. Buffer and setback reductions shall only apply to the existing building. If the building is demolished or destroyed, any new structure shall meet current buffers and setback standards.

COMMITTEE COMMENTS: Planning Commission: No comments or questions.

The applicant was present.

Members of the public were present but provided no comments or concerns.

For further explanation on committee comments, please see the excerpt from the January 15th, 2026 Planning Commission meeting minutes included in this packet.

Commissioner Lester made a motion to recommend approval with conditions of file VA26-01-03, Variances to Sections 90-98 *List of Lot and Structure Requirements* and 90-139 *Buffers and Screening*, portion of 348 Furys Ferry Road, Tax Map 082B Parcel 115, 0.98 +/- acre portion of an overall 4.71 +/- acre total, and currently zoned C-1 (Neighborhood Commercial).

Commissioner Cato seconded the motion.

The motion carried 5 – 0.
Conditions:
Planning:
1. Prior to issuance of an Occupational Tax for the subject property, a subdivision plat shall be recorded and a copy provided to Columbia County Planning.
2. Buffer and setback reductions shall only apply to the existing building. If the building is demolished or destroyed, any new structure shall meet current buffers and setback standards.

COMMITTEE RECOMMENDATION / MOTION: *I make a motion to approve the request for variances to Sections 90-98 List of lot and structure requirements and 90-139 Buffers & Screening for a 0.98 +/- acre portion of property located at tax map 082B parcel 115 subject to the conditions enumerated in the January 15th, 2026 Planning Commission report.*

The following is a draft of the actions taken at the January 15th, 2026 Columbia County Planning Commission meeting. This document has not been reviewed or approved by the Planning Commission and is not an official record of the meeting. The Planning Commission will approve the official minutes on February 5th, 2026

VA26-01-03, Variance to Sections 90-98 *list of lot and structure requirements* and 90-139 *buffers and screening*, portion of 348 Furys Ferry Road, Tax Map 082B Parcel 115, a 0.98 +/- acre portion of a 4.71 +/- acre total, and currently zoned C-1 (Neighborhood Commercial).

Staff member Dylan Douglas presented the staff recommendation.

Chairman Moody opened the public hearing at 6:21PM.

The applicant was present.

Members of the public were present but provided no comments or concerns.

Chairman Moody closed the public hearing at 6:21PM.

Commissioner Lester made a motion to recommend approval with conditions of file VA26-01-03, Variances to Sections 90-98 *List of Lot and Structure Requirements* and 90-139 *Buffers and Screening*, portion of 348 Furys Ferry Road, Tax Map 082B Parcel 115, 0.98 +/- acre portion of an overall 4.71 +/- acre total, and currently zoned C-1 (Neighborhood Commercial).

Commissioner Cato seconded the motion.

The motion carried 5 – 0.

Conditions:

Planning:

1. Prior to issuance of an Occupational Tax for the subject property, a subdivision plat shall be recorded and a copy provided to Columbia County Planning.

2. Buffer and setback reductions shall only apply to the existing building. If the building is demolished or destroyed, any new structure shall meet current buffers and setback standards.

VARIANCE

January 15th, 2026

COLUMBIA COUNTY GEORGIA

FILE : VA26-01-03 Variance-Multiple Sections

Property Information	
Tax Map/Parcel ID	**Tax Map 082B Parcel ID 115**
Address/Location	**348 Furys Ferry Road**
Acreage (+/-)	**4.71 +/- Acres Total**
Current Zoning	**C-1 (Neighborhood Commercial)/ R-3 (Single-Family Residential) & CPOD (Corridor Protection Overlay District**
Current Use	**Vacant Commercial**
Request	**Variance to Sections 90-98 *List of lot & structure requirements* & 90-139 *Buffers & screening* to reduce building setbacks and buffers**
Commission District	**District 1 (Melear)**
Recommendation	**Approval with Conditions**

Summary and Recommendation

Owners Heyward B. Holt and Glenda H. Lucas and applicant Ashlynn Brooke Dueringer request variances to Sections 90-98 *List of Lot & Structure Requirements* and 90-139 *Buffers & Screening* to reduce building setbacks and buffers on property located at 348 Furys Ferry Road, Tax Map 082B Parcel ID 115, 4.71 +/- acres total, and currently split-zoned C-1 (Neighborhood Commercial) and R-3 (Single-Family Residential). The applicant has included an addendum and concept plan explaining the request. The subject parcel is also in the CPOD (Corridor Protection Overlay District) and a companion request for a variation for this property is also in process, the subject of file VA26-01-04.

The subject property is located on the south side of Furys Ferry Road. Adjacent property to the northwest is zoned C-2 (General Commercial). Property to the northeast across Furys Ferry Road is zoned C-1 (Neighborhood Commercial). Property to the southeast is zoned R-3 (Single-Family Residential). Properties to the southwest are either zoned C-2 or S-1 (Special) for the development of Augusta Christian School's elementary school. However, that development has not begun yet, and the property is currently vacant.

Columbia County's GIS system records that the existing structure on this site was built in 1966. In 1982, the C-1 (Neighborhood Commercial) portion of the site was rezoned from R-3 (Single-Family Residential). Before then, the structure was used as a small grocery store. After rezoning, it was used as a carpet store. The building and site have been vacant for years. Per Columbia County code, any nonconforming site that is vacant more than 12 months must be brought into compliance before it can reopen for operation. Site layout requirements and Furys Ferry Road's layout and classification have likely changed significantly since original development in 1966 and rezoning in 1982. So, there are a couple of nonconformities created by those changes that form the subject of this request. The applicant is seeking to update the building and site for a salon business, but she only wants to do so if she can

make use of the existing structure. After consulting with staff, she was informed that variances would be necessary for the existing structure to remain in its current location. She has subsequently applied for this request.

The existing structure is constructed well within the 125-foot front setback required in C-1 from an arterial roadway like Furys Ferry Road. Today, C-1 property is required to have a 20-foot structural buffer against adjacent residential zoning like the neighboring parcel to the southeast. Above and below ground structures are not allowed within buffers per code, and the existing building appears to stand slightly closer than 20 feet from that shared lot line. The applicant is seeking relief from both these requirements in hopes of keeping the existing structure in its current location.

The submitted concept plan shows the existing 25.2x50.6 structure remaining in the eastern corner of the parcel. A proposed front setback of 15 feet from the front lot line shared with the Furys Ferry right-of-way is illustrated on the concept plan. The existing site has limited parking and an asphalt circular driveway in front of the building that extends off the subject property at the east end of the site. Within the right-of-way, there is a small retaining wall, narrow patch of grass, and a sidewalk between this circular drive and the roadway. Most of the circular drive is within the Furys Ferry right-of-way. All these elements are planned to remain. The applicant has proposed a new 13 space parking lot to accommodate customers to the site. A new detention pond behind the building and septic drain field and 20-foot structural buffers against the residential parcel to the southeast and the residential portion of the subject parcel to the southwest are all shown. The existing building appears to be within the buffer against the adjacent parcel which is not allowed by code, so part of this request is to allow the building to remain and reduce the buffer in that area only.

The applicant's addendum expresses her strong desire to keep the existing structure in its current location, so she does not have to tear it down and construct a new one. She addresses the building's proximity to the adjacent residential parcel by emphasizing her intent to install the structural buffer along that shared lot line. She expresses her belief that this building and this site can exist in harmony with the surrounding area.

Generally, staff agrees that reducing the building setbacks and buffers for the site is warranted and reasonable in this case. By granting these variances and allowing the applicant to undertake a site redevelopment and rejuvenation, a couple possible issues with the site can be improved. First, the buffer between the building and the adjacent parcel will provide better visual and audible screening from this site and the commercial development further northwest than is in place now. Second, the adjacent residential parcel is downhill from the subject site. The introduction of the detention pond should improve the current stormwater runoff situation on the site and is required with the proposed paved parking lot. Granting these variances provides a path towards reopening a commercial property that has been vacant for years on Furys Ferry Road and site improvements that will benefit the surrounding area as well.

The parking lot is proposed to the northwest of the existing driveway and building, furthest from the residential parcel and closest to the adjacent commercial development. All the commercial development on this site is also proposed to be closer to Furys Ferry Road than any of the structures on the residential parcel. This configuration, with the building between the parking lot and the neighboring residence will aid in mitigating any audible or visual impacts from vehicles traveling to the site. The commercial development crowded more closely to Furys Ferry Road also means that planned

lighting for the site can more easily be directed forward toward that roadway to accomplish its goal and have less impact on the residential neighbors.

There are still a couple of important notes related to the development of this site. With the pre-existing pavement extending into the Furys Ferry Road right-of-way, there is no room for the landscape strip that would be required by code. However, staff can, at their discretion, approve an alternative landscape plan administratively. This kind of situation, a very old site in need of some help to become functional, is exactly why this administrative opportunity is in place.

Currently, there is no development on the R-3 (Single-Family Residential) portion of the subject parcel. It is uncleared land. This being the case, the submitted concept plan does not show a driveway or access to that portion of the site through the proposed 20-foot buffer against this portion of the parcel. County code allows for the establishment of driveways through buffers. So, when this portion of the site is ready to develop, the buffer proposed with this application will not be an inhibitive problem.

The portion of the driveway that reaches onto the adjacent residential parcel has been in place for decades. It is well-screened from view from the residence by existing trees and too narrow for two-way traffic. This stretch of Furys Ferry Road features a raised median, so cars will only be using this driveway to exit the property turning right. Traffic build-up on this driveway is highly unlikely. This driveway remaining in its current location is unlikely to cause any major issue for the neighbors.

Staff is proposing a condition that a subdivision plat establishing a lot line along split-zoning on this parcel be recorded. The intent of this condition is to ensure there are no future issues with development of the subject site or the residential portion of the parcel. Additionally, staff is proposing another condition clarifying that the buffer and setback reductions only apply for the existing building. Any future structures, including a replacement of this one will have to comply with code. Overall, with these proposed conditions, this development plan provides a reasonable balance between providing separation and buffering to the surrounding area and how the site is currently configured.

Due to the reasoning outlined above, staff recommends **approval with conditions** of the request for variances to Sections 90-98 *List of Lot & Structure Requirements* and 90-139 *Buffers & Screening* to reduce building setbacks and buffers on property located at 348 Furys Ferry Road, Tax Map 082B Parcel ID 115, 4.71 +/- acres total, and currently split-zoned C-1 (Neighborhood Commercial) and R-3 (Single-Family Residential).

Interdepartmental Review

A copy of this staff report, including a list of all recommended zoning conditions, is sent to the applicant and owner of the property in question prior to the public hearing.

Conditions:

Planning:

1. Prior to issuance of an Occupational Tax for the subject property, a subdivision plat shall be recorded and a copy provided to Columbia County Planning.

2. Buffer and setback reductions shall only apply to the existing building. If the building is demolished or destroyed, any new structure shall meet current buffers and setback standards.

Comments:

Broadband:
No comments or conditions.

Building Standards:
All new construction and/or renovation work must meet all applicable codes, including amendments and appendix adopted by Columbia County, GA. These include but not limited to the International Building Code, International Fire Code, National Electrical Code, International Mechanical Code, International Fuel Gas Code, International Plumbing Code, Life Safety Code, Existing Building Code, Swimming Pool and Spa Code and Columbia County ordinances.

Environmental Compliance:
No comments or conditions.

Environmental:
No comments or conditions.

Fire Department:
No comments or conditions.

Fire Marshal:
All new developments, new and existing buildings, structures, and premises, and building rehabilitation must meet all applicable codes and amendments adopted by Columbia County, GA. These include but are not limited to the Rules and Regulations of the State of Georgia, Chapter 120-3-3, the International Fire Code, including Appendix D, the NFPA 101 Life Safety Code, and the GA Accessibility Code, 120-3-20.

Health Department:
No comments or conditions.

Planning:
No variances from Code, outside of the requested variance, have been expressed or implied. In case of conflicts, the more restrictive item shall prevail over the less restrictive item.

Stormwater Management:
No comments or conditions.

Pre-Construction:
No comments or conditions.

Traffic Engineering:
No comments or conditions.

Water & Sewer:
This address is serviced by County water only. County sewer is not available.

Criteria for Evaluation of Variance Proposal

1. **There are special circumstances or conditions unique to the property that do not generally apply to the district.**
   Columbia County's GIS system records that the existing structure on this site was built in 1966. In 1982, the C-1 (Neighborhood Commercial) portion of the site was rezoned from R-3 (Single-Family Residential). The building and site have been vacant for years now though. Per Columbia County code, any nonconforming site that is vacant more than 12 months must be brought into compliance before it can reopen for operation. Site layout requirements and Furys Ferry Road's layout and classification have likely changed significantly since original development in 1966 and rezoning in 1982. So, there are a couple of nonconformities created by those changes that form the subject of this request.

2. **The special circumstances or conditions are such that the strict application of the provisions of this chapter would deprive the applicant of any reasonable use of his land. Mere loss of value shall not justify a variance. There must be a deprivation of beneficial use of land.**
   The existing structure is constructed well within the 125-foot front setback and slightly within the 20-foot buffer required against the adjacent residential parcel. Relief from both these requirements is necessary for the existing structure to remain. Granting these variances provides a path toward reopening a commercial property that has been vacant for years and site improvements that will benefit the surrounding area as well. With the proposed conditions, this development plan provides a reasonable balance between providing separation and buffering to the surrounding area and how the site is currently configured. Reducing the building setbacks and buffers for the site is warranted and reasonable in this case.

3. **Topographical or other conditions peculiar and particular to the site are such that strict adherence to the requirements of this chapter would cause the owner unnecessary hardship, and would not carry out the intent of this chapter, and that there is no feasible alternative to remedy the situation.**
   There are no known topographical or other conditions peculiar and particular to this site.

4. **If granted, the variance shall be in harmony with the general purposes and intent of this chapter and shall not be injurious to the neighborhood or detrimental to the public welfare.**
   The requested variance will be in harmony with the general purposes and intent of this chapter and won't be detrimental or injurious to the neighborhood or public welfare with the proposed conditions.

5. **In reviewing the application for a variance, the burden of showing that the variance should be recommended and/or granted shall be upon the person applying for the variance.**
   The applicant has provided sufficient information.

6. **When recommending a variance, the planning commission or the Board of Commissioners, as the case may be, when granting a variance, may establish reasonable conditions concerning the use of the property, and may establish an expiration date for such variances.**
   So noted.

7. **Any variance recommended and/or authorized is to be set forth in writing in the minutes of the Planning Commission and the Board of Commissioners, as the case may be, with the reasons for which the departure was justified, and the conditions under which the variance was granted.**
   So noted.

Variance Application Addendum

Date 1/6/25

Detailed description of requested variance.
Must include dimensions of any requested reductions/increases in required setbacks, buffers, etc.
All requests must provide sufficient detail below to inform a vote on the proposed variance(s). Additional information may be requested at any time.

Asking for approval to keep property in exact place it is.

Detailed explanation of why the variance(s) is/are required, including why the existing code cannot be met.

The property sits closer then required variance to Fury Ferryrd.

Listed below are the criteria used to evaluate variance requests. Please address each of the criteria for your project.

1. There are special circumstances or conditions unique to the property that do not generally apply to the district.

   Would like to keep building where it is. Residential property to the left would like to plant tree line.

2. The special circumstances or conditions are such that the strict application of the provisions of this chapter would deprive the applicant of any reasonable use of his land. Mere loss in value shall not justify a variance. There must be a deprivation of beneficial use of land.

   If variance is not approved would have to tear the entire building down.

3. Topographical or other conditions peculiar and particular to the site are such that strict adherence to the requirements of this chapter would cause the owner unnecessary hardship, and would not carry out the intent of this chapter, and that there is no feasible alternative to remedy the situation.

No; would like to keep the landscaping on the left side back a little so oncoming traffic can see the building

4. If granted, the variance shall be in harmony with the general purposes and intent of this chapter, and shall not be injurious to the neighborhood or detrimental to the public welfare.

No residential buildings are all around the pre existing building that looks similar

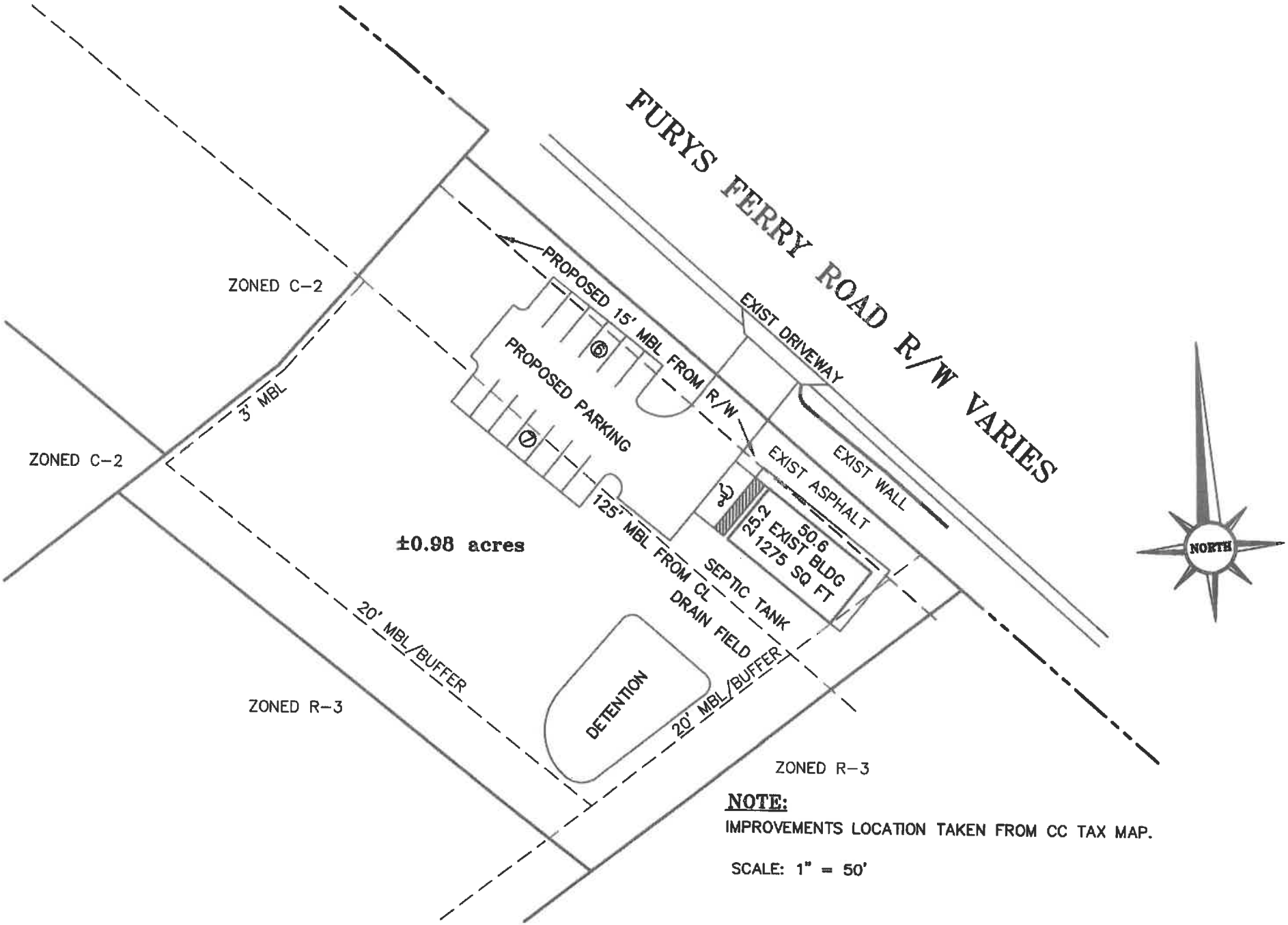
5. In reviewing an application for a variance, the burden of showing that the variance should be recommended and/or granted shall be upon the person applying for the variance.

Yes; we have noted everything we would like to do and can answer any other questions needed.

Description of planned site improvements (buildings, landscaping, lighting, including security lighting, parking, etc.), if any, especially any improvements intended to meet the intent of the Code section from which the variance(s) is/are requested.

We have attached the site plan of parking lot prepped by Bo Slaughter; we will add landscaping down the left side of the building and lighting to the front.

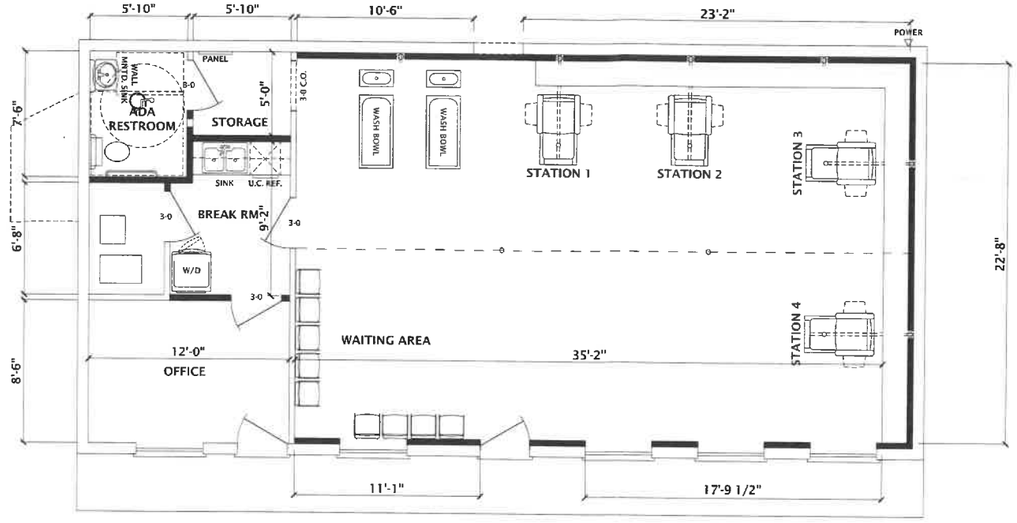
A site plan, renderings or pictures of the proposed building or character of the development, or other additional information may be submitted with the request or may be required by staff or Commissioners at any time.

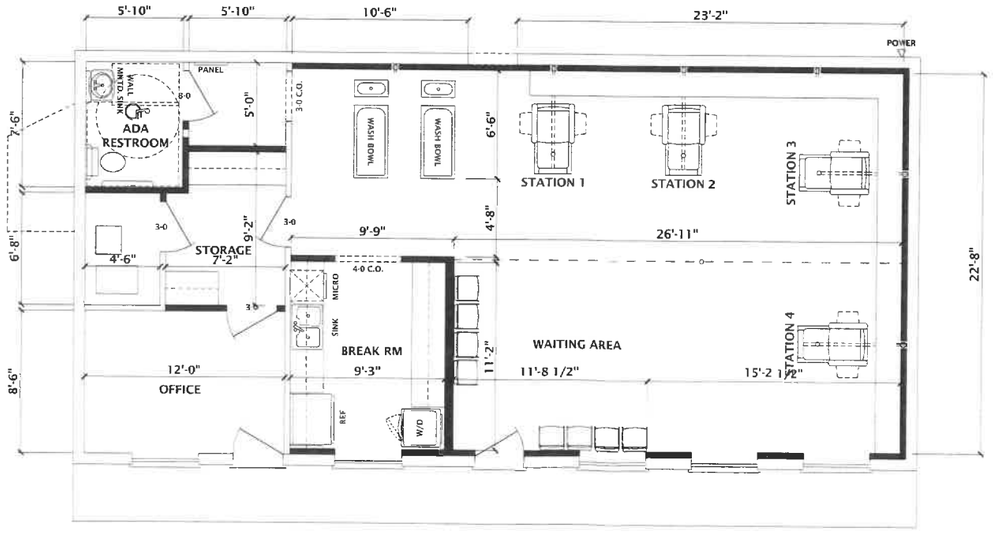


NOTE:

IMPROVEMENTS LOCATION TAKEN FROM CC TAX MAP.

SCALE: 1" = 50'







GRAPHIC SCALE 1/4" = 1'-0"

DO NOT SCALE DRAWINGS. CONTRACTOR TO FIELD VERIFY DIMENSIONS PRIOR TO CONSTRUCTION.

REVISIONS

NO.	DATE	DESCRIPTION
1	XX/XX/XX	XXXXXXXXXXXX

This Drawing is the intellectual Property of HOUSE PLANS, INC. The Duplication, Reproduction, Copying, Sale, Rental, Licensing, or any other distribution or use of these Drawings, any portion thereof, or the plans depicted hereon is Strictly prohibited unless expressly authorized in writing by HOUSE PLANS INC.

HOUSE PLANS, INC.
CRAIG G. PEEL
P.O. BOX 267 EVANS, GEORGIA 30809 (706) 650-8283 www.craigpeel.com

CUSTOMER FOR PERMIT

DUERINGER
348 FURYS FERRY ROAD

ISSUE DATE
XXXXXXXXXX, XX XXXX

DESIGNED BY: XXX
DRAWN BY: XXX

SHEET TITLE
FIRST FLOOR PLAN

PROJECT NUMBER: XXXX
SHEET NUMBER: 4 OFXX

Office Use Only
Date Received: 12.9.25
Public Hearing Date:
File #
BOC Meeting Date:
Commission District:

ZONING APPLICATION

COLUMBIA COUNTY, GEORGIA

PLEASE SELECTION ONE

Type of Application: ☐ Rezoning ☐ Plan Revision ☒ Variance ☐ Variation ☐ Conditional Use

Date of Application: _____

Rezoning: The undersigned requests that the property described be rezoned from _____ to _____.

Plan Revision[1]**:** The undersigned requests a revision to the current _____ zoning.

Variance[2]**:** The undersigned requests a variance to Section 90-98 90-89 of the Columbia County Code of Ordinances.

Variation[3]**:** The undersigned requests a variation to Section _____ of the Columbia County Code of Ordinances.

NOTE: Please see footnotes on the backside of this sheet.

PROPERTY INFORMATION:

Tax Map # 082B Parcel # 082B 115 Address: 348 Furys Ferry Road
(For multiple properties, please use a separate sheet of paper.) Road Frontage: 250' feet on the North / South / East / West (circle one) side of Furys Ferry Rd. Property area is approximately .95 acres and is located 877 feet from the intersection of Baston Road. The attached plat for the property was prepared by Edwin Epstein Jr. and dated Feb 1964

PROPOSED USE (for rezoning):

If approved, the property will be used for the following purpose(s):

_____

OWNERSHIP AND APPLICANT INFORMATION:

OWNER: HEYWARD B HOLT
ADDRESS: 342 FURYS FERRY RD
CITY: MARTINEZ STATE: GA ZIP: 30907
PHONE #: [redacted]
Email (or) Fax: [redacted]

APPLICANT: Ashlynn Brooke Deringer
ADDRESS: 192 Bishops Circle
CITY: EVANS STATE: GA ZIP: 30809
PHONE#: [redacted]
Email (or) Fa[redacted]

DISCLOSURE

Does any local government official or member of their family have a financial interest in the property, or has the applicant made campaign contributions in the aggregate of $250 or more within the past two years to any local government official? (Yes or No). **If yes, a full written disclosure must be submitted with this application.**

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

Heyward B. Holt
Owner's Signature

HEYWARD B. HOLT
Printed Name

Ashlynn Brooke Deringer
Applicant's Signature

Ashlynn Brooke Deringer
Printed Name

Subscribed and sworn to before me on 9TH day of December 2025.
By: Brittany Egbert Notary Public

Please return original notarized application with all supporting documentation and fees, to the Columbia County Planning Department, P.O. Box 498, Evans, GA [illegible] Refer to Fee Schedule.

OFFICIAL SEAL
BRITTANY EGBERT
NOTARY PUBLIC-GEORGIA
COLUMBIA COUNTY
My Comm. Expires September 21, 2029

Date Received: _____
Public Hearing Date: _____
File #_____

ZONING APPLICATION

COLUMBIA COUNTY, GEORGIA

ADDITIONAL OWNERSHIP INFORMATION:

OWNER: Glenda H. Lucas
ADDRESS: 619 Canterbury Drive
CITY: Augusta STATE: GA ZIP: 30909
PHONE #: [redacted]
Email (or) Fax: [redacted]

OWNER: _____
ADDRESS: _____
CITY: _____ STATE: ____ ZIP: _____
PHONE#: _____
Email (or) Fax: _____

DISCLOSURE

Does any local government official or member of their family have a financial interest in the property, or has the applicant made campaign contributions in the aggregate of $250 or more within the past two years to any local government official? (Yes or No). **If yes, a full written disclosure must be submitted with this application.**

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

Glenda H. Lucas
Owner's Signature

Glenda H. Lucas
Printed Name

_____
Owner's Signature

_____
Printed Name

OFFICIAL SEAL
BRITTANY EGBERT
NOTARY PUBLIC-GEORGIA
COLUMBIA COUNTY
My Comm. Expires September 21, 2029

Subscribed and sworn to before me on 9TH day of December 20 25.

By: Brittany Egbert
Notary Public

ADDITIONAL OWNERSHIP INFORMATION:

OWNER: _____
ADDRESS: _____
CITY: _____ STATE: ____ ZIP: _____
PHONE #: _____
Email (or) Fax: _____

OWNER: _____
ADDRESS: _____
CITY: _____ STATE: ____ ZIP: _____
PHONE#: _____
Email (or) Fax: _____

DISCLOSURE

Does any local government official or member of their family have a financial interest in the property, or has the applicant made campaign contributions in the aggregate of $250 or more within the past two years to any local government official? (Yes or No). **If yes, a full written disclosure must be submitted with this application.**

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

_____
Owner's Signature

_____
Printed Name

_____
Owner's Signature

_____
Printed Name

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

By: _____
Notary Public

R:drive: Planning and Development/Forms Zoning and Variance Application
Additional Ownership

Revised 2011

COLUMBIA COUNTY

BK3877 PG173

CLERK OF SUPERIOR COURT
COLUMBIA COUNTY, GA

2003 AUG 21 PM 4:45

173-175

CINDY MASON, CLERK

08/21/2003 at 04:45PM Book 03877 Page 0173

RETURN TO: MICHAEL N. ANNIS
P. O. BOX 211683
MARTINEZ, GEORGIA 3091

Georgia Transfer Tax Paid : $0.00
Cindy Mason, Columbia County Clerk of Court

DEED OF GIFT
THREE PARCELS

RESERVATION OF LIFE ESTATE

STATE OF GEORGIA
COUNTY OF COLUMBIA

Title Not Examined

THIS INDENTURE, made this 14th day of August in the Year of our Lord Two Thousand Three, between **Glenda H. Lucas,** of the State of Georgia and County of Columbia, of the first part, and **Heyward Bernard Holt**, of the State of Georgia and County of Columbia, of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of **LOVE AND AFFECTION AND OTHER GOOD AND VALUABLE CONSIDERATION** in hand paid, the receipt whereof is acknowledged, has bargained, sold, and by these presents does remise, convey and forever **QUIT-CLAIM** to the said party of the second part, his heirs and assigns, **subject to a life estate herein reserved by the party of the first part, all of her one-half (½) undivided interest in the following described property, to-wit:**

SEE SCHEDULE "A" ATTACHED HERETO AND BY THIS REFERENCED MADE A PART HEREOF FOR LEGAL DESCRIPTION

TO HAVE AND TO HOLD the said described premises to the said party of the second part, so that neither the said party of the first part nor her heirs, nor any other person or persons claiming under her shall at any time, by any means or ways, have, claim or demand any right or title to the aforesaid described premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, The said party of the first part have hereunto set her hand and seal, the day and year above written.

SIGNED, SEALED AND DELIVERED
in the presence of :

Nicole DaVitte
Witness

Glenda H. Lucas L.S.
Glenda H. Lucas

Phyllis P. Calvert
Notary Public

PHYLLIS P. CALVERT
NOTARY
PUBLIC
EXP. 12-12-05
COLUMBIA COUNTY, GA

SCHEDULE "A"

ALL that tract or parcel of land, with improvements thereon, situate, lying and being in Columbia County, Georgia, containing five and four-tenths (5.4) acres, more or less, and being more fully shown on a plat of same made by J. T. Wise, C.E., February 28, 1944, and attached to a deed from Cecil A. Rhodes to J. C. Dyches dated April 21, 1944 and recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia, in Book 23, Page 593. To which said plat referenced is hereby made for a more detailed description of the metes, bounds and directions of said tract.

The said tract being located on the South side of Fury's Ferry Road upon which it fronts two hundred seventy-three (273) feet running back on its Western boundary line eight hundred (800) feet, on its Eastern boundary line along property of S. A. Rhodes a distance of nine hundred forth four (944) feet and having a rear width of two hundred twenty two (222) feet.

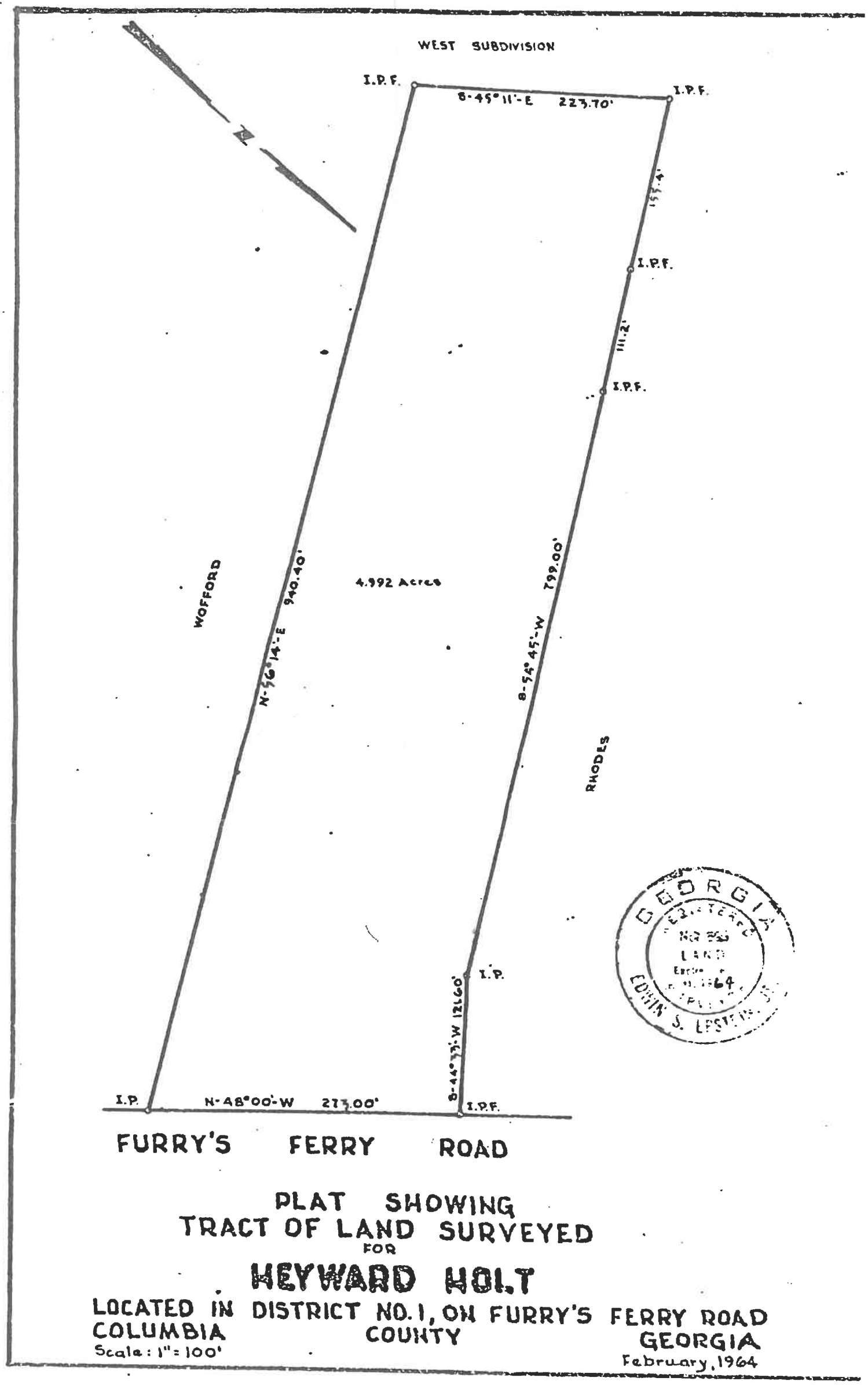
This being the same property conveyed to Heyward D. Holt by Deed from Mrs. Sarah Elizabeth S. Todd formerly Mrs. Sarah Elizabeth S. Dyches dated January 14, 1964 and recorded in the Office of the Clerk of Superior Court Columbia County, Georgia on January 16, 1964 in Deed Book 70 Page 508.

ALSO

ALL that lot or parcel of land, with improvements thereon, lying and being in the County of Columbia, State of Georgia, in the A. M. West Subdivision, fronting ONE HUNDRED (100) Feet on the South Side of Rainbow Street, and extending back between parallel lines a distance of TWO HUNDRED (200) feet to a rear width of ONE HUNDRED (100) feet, and being designated as Lot Number TWO (2) on a Plat of said Subdivision recorded in the Office of the Clerk of Superior Court of Columbia County, Georgia, in Deed Book 36, Page 258. Being the same property which was acquired by Heyward D. Holt from Marcus Cooper by deed dated June 15, 1955, and recorded June 17, 1955 in said Clerk's Office in Deed Book 42, Page 364.

ALSO

ALL that lot or parcel of land together with all improvements thereon, situate, lying and being in Columbia County, Georgia on the Old Abandoned Furys Ferry Road and being bounded: North by property now or formerly of Mallie Morton; East by said Old Abandoned Furys Ferry Road; South by property now or formerly of Johnnie A. Willis and West by property now or formerly of Mansfield Prince and being the same property conveyed to Willie W. Willis by deed of Johnnie Alvin Willis dated September 18, 1958 and recorded in the Office of the Clerk of Superior Court, Columbia County, Georgia in Deed Book 51, at page 195, together with plat thereto attached which said deed and plat is incorporated herein by reference.



PLAT SHOWING
TRACT OF LAND SURVEYED
FOR

HEYWARD HOLT

LOCATED IN DISTRICT NO. 1, ON FURRY'S FERRY ROAD
COLUMBIA COUNTY GEORGIA
Scale: 1" = 100'
February, 1964

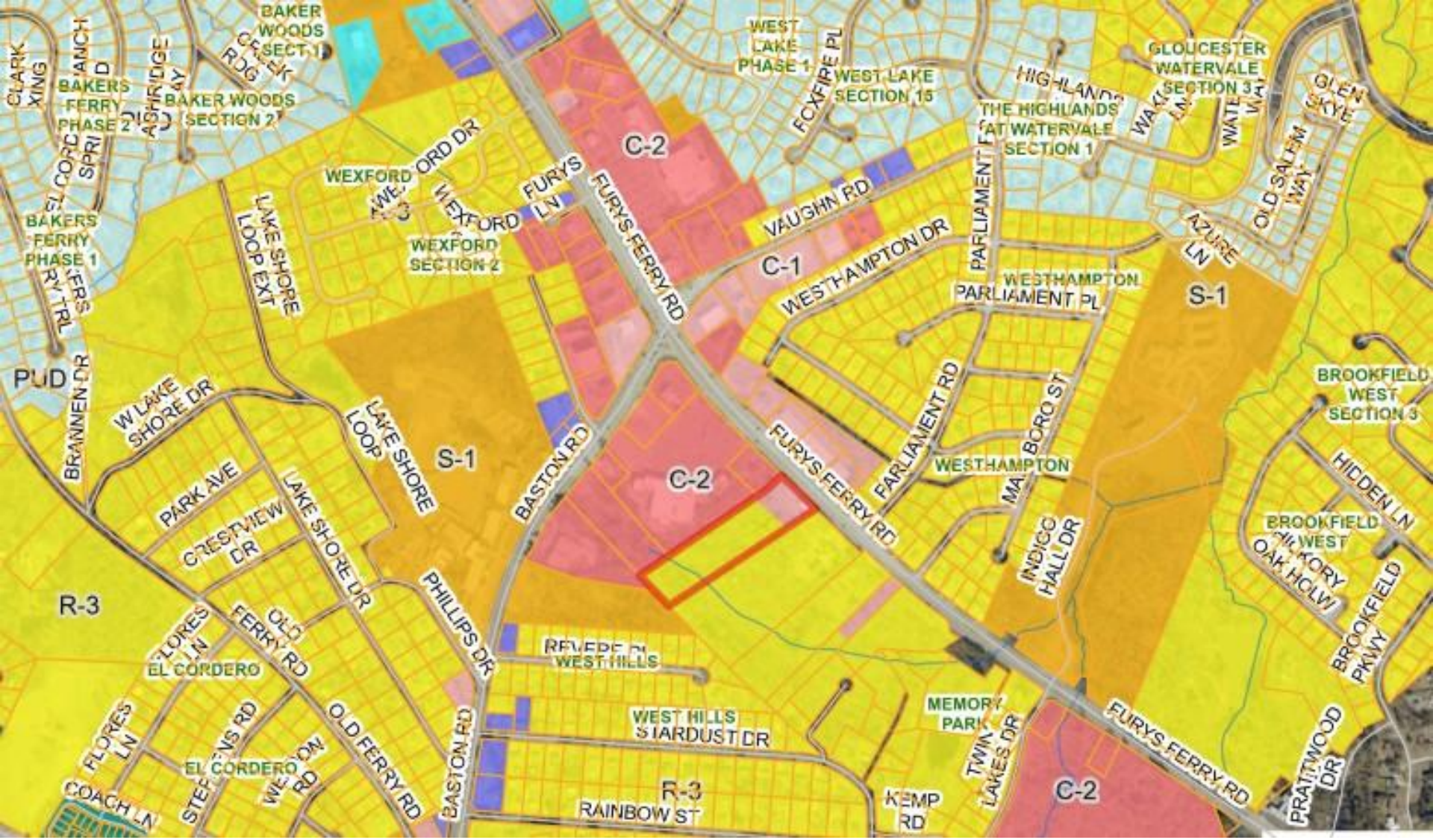
18-428
18-183
19-106
19-154

VARIANCE VA26-01-03

- Tax Map 082B Parcel ID 115
- Location: 348 Furys Ferry Road
- Acreage: 0.98 +/- acres
- Current Zoning: C-1 (Neighborhood Commercial)
- Existing Use: Vacant Commercial
- Request: Variances to Sections 90-98 *List of Lot and Structure Requirements* & 90-139 *Buffers & Screening* to reduce the front setback and required buffer for the existing building
- Applicant: Ashley Brooke Dueringer



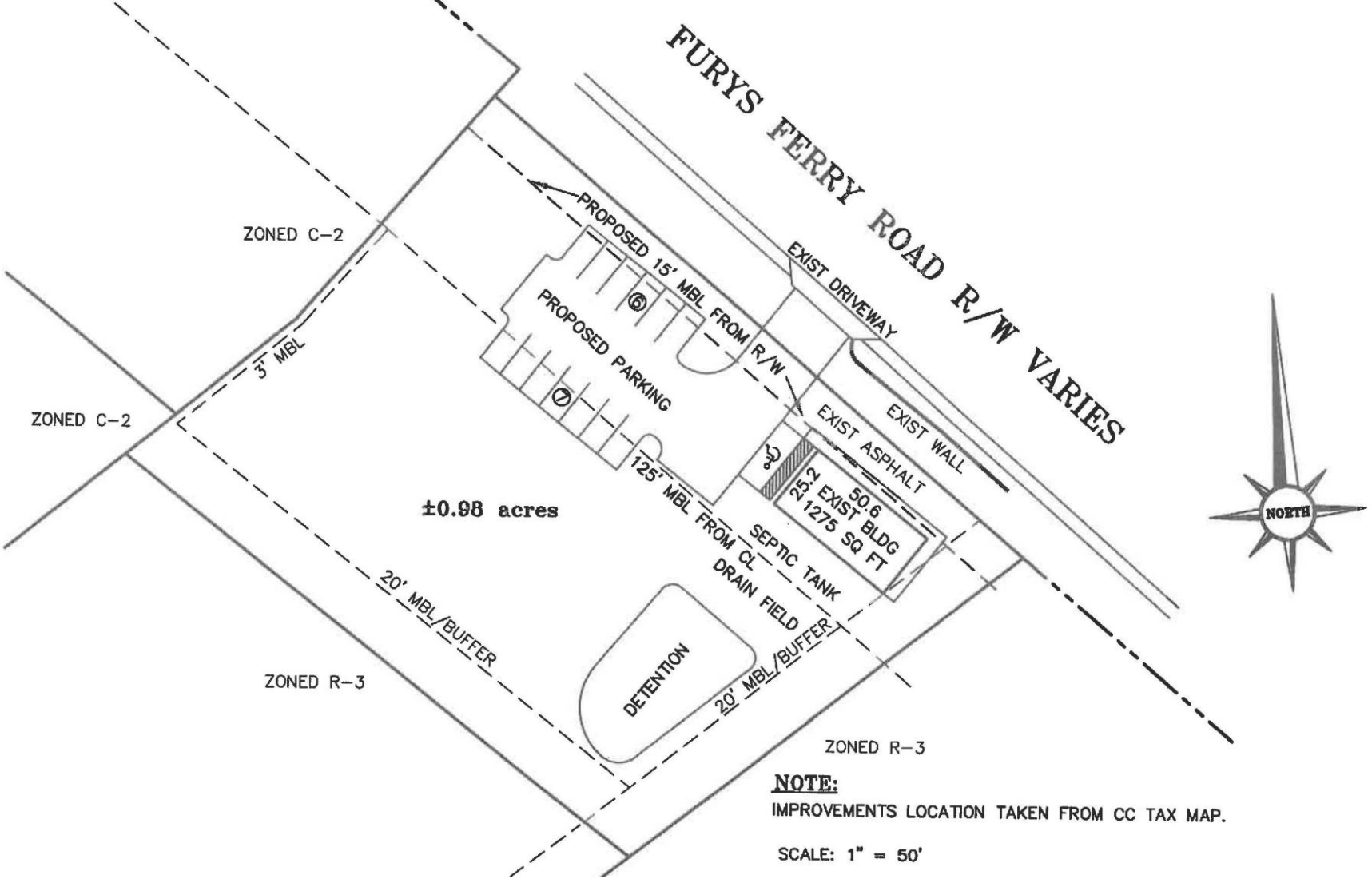
VA26-01-03 LOCATION



VA26-01-03 ZONING



VA26-01-03 AERIAL



VA26-01-03 SITE PLAN



VA26-01-03 EXISTING SITE

Columbia County Board of Commissioners
February 3, 2026

Fund:		Department:	Planning
Revenue:		Contact:	Scott Sterling
Expenses:		Phone:	706.868.3400
Line Codes(s):			

ITEM: RZ26-01-03, Rezoning from S-1 (Special), M-2 (General Industrial), R-A (Residential Agricultural), and split zoned R-A and M-1 (Light Industrial) to D-C (Data Center), property located at 5140, 5145 and 5150 and off Catalyst Drive, 820, 825, 845, 865, and 870 Progress Drive, 1668, 1670, 1672, and off Appling Harlem Road, 2050 and off Morris Calloway Road, and off I-20, Tax Map 018 Parcel 006, Tax Map 019 Parcels 001, 002, 002A, 002B, and 003, Tax Map 028 Parcels 026, 026B, 026C, 026E, 027, 027F, 027H, 027I, 027J, 027K, 027L, 027M, 027N, 027O, and 027Q , 3,140 +/- acres combined, and currently zoned S-1 (Special), M-2 (General Industrial), R-A (Residential Agricultural) and split zoned R-A and M-1 (Light Industrial).

BACKGROUND: See attached Staff Report- *RZ26-01-03*

Planning Commission Date: **January 15th, 2026**

STAFF RECOMMENDATION: Staff recommends **approval with conditions** of the request for a rezoning from S-1 (Special), M-2 (General Industrial), R-A (Residential Agricultural) and split zoned R-A and M-1 (Light Industrial) to D-C (Data Center)for proposed data center development for property located at 5140, 5145 and 5150 and off Catalyst Drive, 820, 825, 845, 865, and 870 Progress Drive, 1668, 1670, 1672, and off Appling Harlem Road, 2050 and off Morris Calloway Road, and off I-20 , Tax Map 018 Parcel 006, Tax Map 019 Parcels 001, 002, 002A, 002B, and 003, Tax Map 028 Parcels 026, 026B, 026C, 026E, 027, 027F, 027H, 027I, 027J, 027K, 027L, 027M, 027N, 027O, and 027Q , 3,140 +/- acres combined, and currently zoned S-1 (Special), M-2 (General Industrial), R-A (Residential Agricultural) and split zoned R-A and M-1 (Light Industrial).

Conditions:
Water & Sewer:

1. The developer will fund all necessary water and sewer upgrades for the proposed project.
2. Prior to approval of a building permit for any structure on the site, provide a 5-year projection to include water projections and sanitary sewer projections. This will be updated, at a minimum, annually and will be required until full-scale project development is complete and/or when major technological changes or site infrastructure changes affect water usage.
3. A water and sewer usage agreement and/or drought management plan may be required. This will be assessed during site plan review or with the 5-year projection noted above.

Traffic Engineering:
The narrative does not address the roadway improvements recommended to accommodate development-related traffic, as identified in the June 2025 Traffic Impact Study prepared by Kimley-Horn. All improvements shall be designed and constructed by the developer.

Planning:
Any access point to Morris Calloway Road or Bill Dorn Road shall be for emergency access only and designed as such.

COMMITTEE COMMENTS: Cheney Elridge was present on behalf of the Development Authority as the applicant; she stated that this request was rezoning an existing S-1 already approved for data center development to D-C and folding in additional properties.

The following members of the public spoke:
Blaine Carter, Deerwood Circle
Chloe Helen Roy, 4403 Summerlin Drive
Carrie Davis, 2197 Morris Calloway Road
Bob Anderson, 409 Louisville Road
Beth Connell, 2538 Falling Branch Lane
Dan Lanning, 825 Rolling Brook Lane
Janice Muller, 6849 Pecan Road
Georgia Walden, 2261 Morris Calloway Road
Crystal Parten, Dozier Road
Lee Muns, 6343 Harlem Grovetown Road

Members of the public expressed concerns with the speed of the rezoning process and possible discrepancies in the applications; lack of discussion and explanation for the recommendations for approval and disregard for public concerns; application of Georgia Sunshine Law; increased stormwater runoff from clearing and development of the site; the scale of the proposed development and total square footage across all 3 sites; where the construction workers would live and if additional mobile home or travel trailer parks would be created; and whether the ordinances would actually be enforced given the scale of the financial investment in these sites.

For further explanation on committee comments, please see the excerpt from the January 15th, 2026 Planning Commission meeting minutes included in this packet.

Vice-Chairman Holloway made a motion to recommend approval with conditions of file RZ26-01-03, Rezoning from S-1 (Special), M-2 (General Industrial), R-A (Residential Agricultural), and split zoned R-A and M-1 (Light Industrial) to D-C (Data Center), property located at 5140, 5145 and 5150 and off Catalyst Drive, 820, 825, 845, 865, and 870 Progress Drive, 1668, 1670, 1672, and off Appling Harlem Road, 2050 and off Morris Calloway Road, and off I-20, Tax Map 018 Parcel 006, Tax Map 019 Parcels 001, 002, 002A, 002B, 002G, and 003, Tax Map 028 Parcels 026, 026B, 026C, 026E, 027, 029, 027F, 027H, 027I, 027J, 027K, 027L, 027M, 027N, 027O, and 027Q , 3,140 +/- acres combined, and currently zoned S-1 (Special), M-2 (General Industrial), R-A (Residential Agricultural) and split zoned R-A and M-1 (Light Industrial). Commissioner Cato seconded the motion.

The motion carried 5 – 0.

Conditions:
Water & Sewer:
1.The developer will fund all necessary water and sewer upgrades for the proposed project.
2.Prior to approval of a building permit for any structure on the site, provide a 5-year projection to include water projections and sanitary sewer projections. This will be updated, at a minimum, annually and will be required until full-scale project development is complete and/or when major technological changes or site infrastructure changes affect water usage.
3.A water and sewer usage agreement and/or drought management plan may be required. This will be assessed during site plan review or with the 5-year projection noted above.

Traffic Engineering:
The narrative does not address the roadway improvements recommended to accommodate development-related traffic, as identified in the June 2025 Traffic Impact Study prepared by Kimley-Horn. All improvements shall be designed and constructed by the developer.

Planning:
Any access point to Morris Calloway Road or Bill Dorn Road shall be for emergency access only and designed as such.

COMMITTEE RECOMMENDATION / MOTION:

The following is a draft of the actions taken at the January 15th, 2026 Columbia County Planning Commission meeting. This document has not been reviewed or approved by the Planning Commission and is not an official record of the meeting. The Planning Commission will approve the official minutes on February 5th, 2026

RZ26-01-03, Rezoning from S-1 (Special), M-2 (General Industrial), R-A (Residential Agricultural), and split zoned R-A and M-1 (Light Industrial) to D-C (Data Center), property located at 5140, 5145 and 5150 and off Catalyst Drive, 820, 825, 845, 865, and 870 Progress Drive, 1668, 1670, 1672, and off Appling Harlem Road, 2050 and off Morris Calloway Road, and off I-20, Tax Map 018 Parcel 006, Tax Map 019 Parcels 001, 002, 002A, 002B, 002G, and 003, Tax Map 028 Parcels 026, 026B, 026C, 026E, 027, 029, 027F, 027H, 027I, 027J, 027K, 027L, 027M, 027N, 027O, and 027Q , 3,140 +/- acres combined, and currently zoned S-1 (Special), M-2 (General Industrial), R-A (Residential Agricultural) and split zoned R-A and M-1 (Light Industrial).

Staff member Will Butler presented the staff recommendation.

Chairman Moody opened the public hearing at 10:03PM.

Cheney Elridge was present on behalf of the Development Authority as the applicant; she stated that this request was rezoning an existing S-1 already approved for data center development to D-C and folding in additional properties.

The following members of the public spoke:
Blaine Carter, Deerwood Circle
Chloe Helen Roy, 4403 Summerlin Drive
Carrie Davis, 2197 Morris Calloway Road
Bob Anderson, 409 Louisville Road
Beth Connell, 2538 Falling Branch Lane
Dan Lanning, 825 Rolling Brook Lane
Janice Muller, 6849 Pecan Road
Georgia Walden, 2261 Morris Calloway Road
Crystal Parten, Dozier Road
Lee Muns, 6343 Harlem Grovetown Road

Members of the public expressed concerns with the speed of the rezoning process and possible discrepancies in the applications; lack of discussion and explanation for the recommendations for approval and disregard for public concerns; application of Georgia Sunshine Law; increased stormwater runoff from clearing and development of the site; the scale of the proposed development and total square footage across all 3 sites; where the construction workers would live and if additional mobile home or travel trailer parks would be created; and whether the ordinances would actually be enforced given the scale of the financial investment in these sites.

Chairman Moody closed the public hearing at 10:39PM.

Vice-Chairman Holloway made a motion to recommend approval with conditions of file RZ26-01-03, Rezoning from S-1 (Special), M-2 (General Industrial), R-A (Residential Agricultural), and split zoned R-A and M-1 (Light Industrial) to D-C (Data Center), property located at 5140, 5145 and 5150 and off Catalyst Drive, 820, 825, 845, 865, and 870 Progress Drive, 1668, 1670, 1672, and off Appling Harlem Road, 2050 and off Morris Calloway Road, and off I-20, Tax Map 018 Parcel 006, Tax Map 019 Parcels 001, 002, 002A, 002B, 002G, and 003, Tax Map 028 Parcels 026, 026B, 026C, 026E, 027, 029, 027F, 027H, 027I, 027J, 027K, 027L, 027M, 027N, 027O, and 027Q , 3,140 +/- acres combined, and currently zoned S-1 (Special), M-2 (General

Industrial), R-A (Residential Agricultural) and split zoned R-A and M-1 (Light Industrial).

Commissioner Cato seconded the motion.

The motion carried 5 – 0.

Conditions:
Water & Sewer:
1.The developer will fund all necessary water and sewer upgrades for the proposed project.
2.Prior to approval of a building permit for any structure on the site, provide a 5-year projection to include water projections and sanitary sewer projections. This will be updated, at a minimum, annually and will be required until full-scale project development is complete and/or when major technological changes or site infrastructure changes affect water usage.
3.A water and sewer usage agreement and/or drought management plan may be required. This will be assessed during site plan review or with the 5-year projection noted above.

Traffic Engineering:
The narrative does not address the roadway improvements recommended to accommodate development-related traffic, as identified in the June 2025 Traffic Impact Study prepared by Kimley-Horn. All improvements shall be designed and constructed by the developer.

Planning:
Any access point to Morris Calloway Road or Bill Dorn Road shall be for emergency access only and designed as such.

REZONING

COLUMBIA COUNTY GEORGIA

FILE : RZ26-01-03 Rezoning-Multiple to D-C

Property Information	
Tax Map/Parcel ID	**Tax Map 018 Parcel 006, Tax Map 019 Parcels 001, 002, 002A, 002B, 002G, and 003, Tax Map 028 Parcels 026, 026B, 026C, 026E, 027, 029, 027F, 027H, 027I, 027J, 027K, 027L, 027M, 027N, 027O, and 027Q**
Address/Location	**5140, 5145 and 5150 and off Catalyst Drive, 820, 825, 845, 865, and 870 Progress Drive, 1668, 1670, 1672, and off Appling Harlem Road, 2050 and off Morris Calloway Road, and off I-20**
Acreage (+/-)	**3,140 +/- acres total**
Current Zoning	**S-1 (Special), M-2 (General Industrial), R-A (Residential Agricultural), and a split zoned R-A (Residential Agricultural) & M-1 (Light Industrial)**
Current Use	**Undeveloped & Single Family Residential**
Request	**Rezoning to D-C (Data Center) for proposed data center development**
Commission District	**District 4 (Couch)**
Recommendation	**Approval with Conditions**

Summary and Recommendation

Owners Development Authority of Columbia County, TC Green Jacket, LLC, Alison C. Reed, Trustee of Howard Callaway Revocable Trust, William S. Polatty, Sandra Deas, and Elaine M. Maddox and applicants Development Authority of Columbia County and Drew Fredrick (TC Green Jacket, LLC) request a rezoning from S-1 (Special), M-2 (General Industrial), R-A (Residential Agricultural) and split zoned R-A and M-1 (Light Industrial) to D-C (Data Center)for proposed data center development for property located at 5140, 5145 and 5150 and off Catalyst Drive, 820, 825, 845, 865, and 870 Progress Drive, 1668, 1670, 1672, and off Appling Harlem Road, 2050 and off Morris Calloway Road, and off I-20 , Tax Map 018 Parcel 006, Tax Map 019 Parcels 001, 002, 002A, 002B, 002G, and 003, Tax Map 028 Parcels 026, 026B, 026C, 026E, 027, 029, 027F, 027H, 027I, 027J, 027K, 027L, 027M, 027N, 027O, and 027Q , 3,140 +/- acres combined, and currently zoned S-1 (Special), M-2 (General Industrial), R-A (Residential Agricultural) and split zoned R-A and M-1 (Light Industrial). The applicant has included a nonbinding concept plan, narrative, visual survey, and an environmental noise level survey with their application.

The subject properties are located to the south of Bill Dorn Road at its intersection with Morris Callaway Road, on the east side of Morris Callaway Road, on the west side of Appling Harlem Road, generally north of the intersection of Lonergan Hulme Way and Appling Harlem Road, off of Progress and Catalyst Drive within the White Oak Business Park, and to the north of I-20. Property to the west of the subject properties, when taken as a whole, are R-A (Residential Agricultural) and a split zoned M-1 (Light Industrial) and R-A, property to the north is zoned R-A, property to the east is zoned R-A, M-2 (General Industrial) within the White Oak Business Park, and M-1 (Light Industrial) across Appling

Harlem Road. The portion of the subject property zoned S-1 (Special) was rezoned in 2025 (RZ25-05-02) for data center development and the property within White Oak Business Park that is a part of this submittal was rezoned to M-2 in 2019 (RZ19-04-05) most recently.

The applicant is requesting the rezoning to the recently adopted D-C (Data Center) zoning district for the overall project. Unlike other requests (RZ26-01-01 & RZ26-01-02), the applicant seeks to replace an already approved S-1 (Special) zoning for a portion of the project with the recently approved D-C district This district was created specifically for the development of data centers, research and development facilities and associated accessory uses only. The primary uses are noted as industrial uses within Columbia County Code and are limited via use provisions that address the unique aspects, such as sound, power generation, and lighting of the uses permitted in this district. For clarification, those use provisions noted in Columbia County Code are required to be complied with as part of development of any site under this zoning district.

The applicant has provided a conceptual development plan that shows development of 29 single story data center buildings that are approximately 276,000 square feet in size for an overall approximately 8,004,000 square feet of data center development and a single administration building that is approximately 40,000 square feet in size. A single, approximately 12-acre substation is shown on the site opposite the end of Innovation Parkway. The previously approved concept plan had the same amount of data center buildings in both number and building square footage but had nearly double the amount of ancillary building square footage (72,687 square feet) and several more substations (five in total). Comparatively, the previous rezoning was for approximately 1,945 acres while this request has increased to approximately 3,140 acres. This increase in size has essentially allowed for the buildings to spread out somewhat, but remain generally centrally located within the site area. Some of the additional property in this request allows the primary access to move from within White Oak Business Park directly onto Appling Harlem Road.

Per the provided concept plan, the primary access is proposed through the property currently located at 1635 Appling Harlem Road, just north of the intersection of Lonergan Hulme Way and Appling Harlem Road. As with other data center sites proposed, since these are secure sites, a security checkpoint is proposed further into the primary access point. Other access points are noted as emergency access and are shown off of Catalyst Drive within the White Oak Business Park, off an access drive south of the Amazon building, off of Morris Calloway Road on the northern side of the site, and a proposed slight right of way realignment within the project site at the current terminus of Morris Calloway Road that would straighten out the end of that existing right of way.

The requested D-C zoning district does require more significant buffers than typical development with a 500-foot buffer required along any property line that abuts a residential or agricultural use, a 250-foot buffer along all other property lines, and a minimum 50-foot buffer along an interstate. All buffers on the site are to remain undisturbed to the maximum extent practicable, except for necessary access points and utility crossings which shall cross the buffer as perpendicular as feasible. While there is a method of decreasing the 500 foot and 250 foot buffers by half if a planted berm is utilized, the applicant has not proposed a decrease on their conceptual plan or within their narrative. The applicant has provided a sight line analysis at certain points on the residential side of the development showing how the proposed buffer should function. With the caveat that there is a requirement within the D-C district to supplement a buffer if it is insufficient, the analysis does show that vegetation should provide a sufficient buffer. However, as with all buffers, actual construction of the site and existing situations on

the ground will dictate the amount and type of supplementation that is required and will not be absolutely known until construction.

Per the requirements of the D-C district, the applicant has included a sound study showing existing ambient noise levels throughout the site. This is required according to the use provisions of the district. Per those provisions, a facility may not emit noise that exceeds 70 decibels (db) measured at the exterior property line. The sound study presented must show ambient noise levels at the exterior property line as essentially a base line measurement prior to construction. However, prior to issuance of a Certificate of Occupancy for each building, a sound study showing compliance with that 70 db measurement at the exterior property line shall be provided. The applicant has provided a study showing ambient noise levels at five sites throughout the proposed development area. The information provided ranged from 36.8 decibels on the northern end of the site to a maximum measurement of 46.9 decibels on the western side of the development. The applicant has also provided two additional studies showing modeled maximum anticipated operational sound contours during typical mechanical operations (noted as all chillers and the substation operating), as well as during emergency operations (noted as all chillers, all generators, and the substation operating). While this would be further reviewed prior to issuance of a Certificate of Occupancy for each building, the contour modeling at a conceptual level is beneficial at this phase of review.

Review and Recommendation

As noted, the D-C classification includes use standards that are built into it that are often conditions of zoning or that are there to address particular issues with the uses permitted in the district. As noted within the ordinance, the classification may generate visual, noise, or utility impacts that distinguish them from conventional industrial activity. This includes requirements addressing generators that require them to be located away from any adjacent property, located to the interior of a site or proposed building complex, and shall be not located within either a buffer or building setback. Further, testing is limited (between 9AM and 5PM, for no more than two hours daily on weekdays, and not on Federal holidays) and generator use is limited to backup or emergency use only. Since lighting can be a detriment to surrounding areas, there are requirements for full cut off lighting (prohibits any light vertically projecting) and directing it away from any adjacent residential or agricultural property. Mechanical equipment which can be unsightly is required to be screened if visible to adjacent property or roads. In a similar manner, substations are required to be screened to not be visible at ground level from adjoining property or a public street.

Since it is potentially feasible for cooling to use a lot of water, the use provisions also make it clear that any upgrades required to Columbia County owned utilities, such as water or sewer, is the sole responsibility of the applicant. While already being required, the use provisions further note that the development must meet all local, state, and federal requirements regarding applicable environmental regulations at the time of construction. Also included is a letter from the utility provider for the development verifying that the owner, operator, or developer is in compliance with all policies, procedures, and guidelines established by the provider. Lastly, the use provisions also include a cessation of operations component that spells out what happens to the site if permanent cessation of operations occurs. Again, these are typically included as conditions or within a narrative but are made a part of Columbia County Code for this zoning district.

Staff does have several concerns with the request and has proposed conditions to address them. Water Utility has requested that a 5-year projection to include water and sanitary sewer projections be provided prior to approval of a building permit for any structure on the site. This is proposed to be updated, at a minimum, yearly until full-scale project development is complete and/or if major technological changes or site infrastructure changes affect water usage. The intent behind this is to have communication and collaboration on any proposed utility upgrades that may be required to allow for better coordination over time. The developer or owner is solely responsible for the infrastructure improvement costs. Water Utility may also require a drought management plan and/or water and sewage usage agreement. This will be assessed during civil site plan review or with the 5-year projection. Lastly, a condition that reiterates that the developer will fund all necessary water and sewer upgrades for the proposed project is requested. This is also a part of the current Code for this district, but this is reiterated here.

When the original S-1 zoning was approved, a traffic study was provided to Columbia County in June 2025 by Kimley-Horn. This study showed traffic improvements that would be needed to serve the traffic associated with the development, as well as no build improvements. This study showed the following traffic improvements needed to serve the traffic associated with the development:

1. Additional northbound left-turn lane at the intersection of Innovation Parkway and Appling Harlem Road to create dual northbound left turn lanes
2. Additional southbound through lane from Innovation Parkway to the I-20 Westbound roundabout.
3. Conversion of the exiting single-lane roundabout at the I-20 Eastbound ramps at Appling Harlem Road to a multilane roundabout.

Traffic Engineering has recommended a condition that all the roadway improvements recommended to accommodate development related traffic as noted in that submitted study be designed and constructed by the developer. Planning also proposes a condition that any access points onto Morris Calloway or Bill Dorn Road be for emergency access only and designated as such. This was part of the previous request as well and continuation of that element is encouraged.

Due to the size of the project, it is located within three different Character Areas on the Vision 2035 Future Development Map: the northern section is located within Rural Neighborhoods, the central section is located within Rural, and the portion to the south and east is located within an Employment Activity Center. Briefly, starting from the top, Rural Neighborhoods are characterized by low density, single family residential uses. Future development in these Areas should continue to reflect lower density detached single family uses. The intent of this Area is to preserve the established residential character and create a transition between developed Neighborhood Areas and Rural Areas. Primary future land uses are low density, detached single family residential, civic uses such as places of worship and schools, greenways and trails, and small-scale agricultural uses. Rural Areas are characterized by low density, single family residential uses and agricultural or forestry activity. The development pattern is generally scattered with large distances between buildings. The intent of the Rural Area is to preserve the existing rural character, including agricultural uses and large lot residential uses, as well as natural and historic features. Primary future land uses include agricultural and forestry uses with accessory uses such as barns and stables, very low density detached, single family residential uses, civic benefits such as places of worship, parks, greenways, and trails, undeveloped areas in their natural state, and commercial uses limited to Rural Crossroads that may be considered on parcels adjacent to those Crossroads. Lastly, Employment Activity Centers are characterized by compact, higher density development that supports major employers. The intent is to enhance and create employment centers

that also include supporting commercial and mixed-use developments in close proximity. Primary future land uses include master planned business parks or industrial parks, light industrial, heavy industrial, mid-rise office, restaurants, retail, hotels, and civic uses.

The request clearly meets the intent of the Employment Activity Center by providing a master planned business park. There are some elements to consider with the other two Character Areas of the request that help it to meet several of the goals within those Areas as well. The plan does propose, as it did previously, a 500-foot buffer between it and residential or agricultural zoned properties. However, Vision 2035 does have within it the ability to allow for a Character Area to "grow" over time if a request meets the intent and primary future land use of the area. This is also intended to work its way out from the center of an Area over time. In this case, the Employment Activity Center already has the White Oak Business Park and this is a logical expansion of that Park into a larger area. This gives justification for the request, but staff must note that this is based on the use proposed. If the request was for another use, such as a large solely commercial center, it is likely that the opinion would be different based on how it would impact the area from a traffic standpoint. However, due to these factors, the request meets the intent of Vision 2035.

Columbia County is also in the process of updating Vision 2035 to a new comprehensive plan titled Foundations For the Future. This plan has not been adopted yet but does give some insight into the changes proposed for this area in the most recent October 31st, 2025 draft. The entirety of this request is within a new Character Area titled Technology and Industrial. This Area includes facilities involved in technology, applied research, manufacturing, processing, storage, distribution of goods and materials, as well as research centers, data centers, tech industries, and flex spaces. Heavier industrial areas, such as quarries, milling, and lumber operations, are also included. This area is intended to help diversify the County's tax base by attracting industries and providing employment opportunities. Future technology, data, manufacturing, and industrial growth should be prioritized where utilities and easy access to major transportation corridors already exist or are planned. Structures should be located within a larger landscaped campus to ensure industrial uses are properly buffered from residential and lesser intense uses. Again, with the caveat that this has not been fully adopted and is still under review, it appears that the request would also meet the intent of the Foundations for the Future comprehensive plan.

Due to the reasoning outlined above, staff recommends **approval with conditions** of the request for a rezoning from S-1 (Special), M-2 (General Industrial), R-A (Residential Agricultural) and split zoned R-A and M-1 (Light Industrial) to D-C (Data Center)for proposed data center development for property located at 5140, 5145 and 5150 and off Catalyst Drive, 820, 825, 845, 865, and 870 Progress Drive, 1668, 1670, 1672, and off Appling Harlem Road, 2050 and off Morris Calloway Road, and off I-20 , Tax Map 018 Parcel 006, Tax Map 019 Parcels 001, 002, 002A, 002B, 002G, and 003, Tax Map 028 Parcels 026, 026B, 026C, 026E, 027, 029, 027F, 027H, 027I, 027J, 027K, 027L, 027M, 027N, 027O, and 027Q , 3,140 +/- acres combined, and currently zoned S-1 (Special), M-2 (General Industrial), R-A (Residential Agricultural) and split zoned R-A and M-1 (Light Industrial).

Interdepartmental Review

A copy of this staff report, including a list of all recommended zoning conditions, is sent to the applicant and owner of the property in question prior to the public hearing.

Conditions:

Water & Sewer:

1. The developer will fund all necessary water and sewer upgrades for the proposed project.
2. Prior to approval of a building permit for any structure on the site, provide a 5-year projection to include water projections and sanitary sewer projections. This will be updated, at a minimum, annually and will be required until full-scale project development is complete and/or when major technological changes or site infrastructure changes affect water usage.
3. A water and sewer usage agreement and/or drought management plan may be required. This will be assessed during site plan review or with the 5-year projection noted above.

Traffic Engineering:
The narrative does not address the roadway improvements recommended to accommodate development-related traffic, as identified in the June 2025 Traffic Impact Study prepared by Kimley-Horn. All improvements shall be designed and constructed by the developer.

Planning:
Any access point to Morris Calloway Road or Bill Dorn Road shall be for emergency access only and designed as such.

Comments:

Broadband:
The Columbia County Community Broadband Utility (C3BU) is responsible for maintaining underground fiber optic cables within designated utility easements. Any relocation, burial, or modification of these cables by property owners, developers, or subcontractors is strictly prohibited without prior coordination with C3BU.

Developers must directly coordinate any adjustments to the cable's conduit positioning or depth with C3BU and are fully responsible for all associated costs, including construction expenses.

Additionally, if fiber optic cables or conduits sustain damage due to construction activities—such as grading or excavation—by property owners, developers, or subcontractors, those parties will be held accountable for repair costs and any resulting revenue loss.

Building Standards:
All new construction and/or renovation work must meet all applicable codes and amendments adopted by Columbia County, GA. These include, but are not limited to, the International Building Code, International Fire Code, National Electrical Code, International Mechanical Code, International Fuel Gas Code, International Plumbing Code, Life Safety Code, Existing Building Code, Swimming Pool and Spa Code, and Columbia County ordinances.

Environmental:
State Waters are present on the property. There is a 25-foot buffer from the edge of wrested vegetation along all state waters. Any disturbances to the 25-foot buffer must be approved by the Georgia Environmental Protection Division prior to such disturbance taking place.

Wetlands and Waters of the U.S. are present on the property. Columbia County strongly encourages an Aquatic Resources Delineation Verification (ARDV) be procured from the U.S. Army Corps of Engineers for this project. If any disturbances to the wetlands or waters of the U.S. are proposed, Columbia County will require the Aquatic Resources Delineation Verification be accompanied by correspondence from the U.S. Army Corps of Engineers stating permit coverage has been obtained or permit coverage is not needed.

According to FEMA FIRM 13073C0120E and 13073C0210E, this property contains A zone w/established BFEs. A Conditional Letter of Map Amendment based on Fill (CLOMR-F) must be approved by FEMA if modifications to the site result in fill within the floodplain/floodway limits.

ES&PC

1. The concept proposes 8,044,000 sq. ft. (~184 acres) of disturbance related to buildings. All plans submitted with ≥50 acres of disturbance must first obtain a 50-acre approval letter from the GA Environmental Protection Division (GA EPD) PRIOR TO submittal for ES&PC Plan review.
2. There are multiple topographical draws which lead to Hawes Branch and Kiokee Creek that are not indicated on the concept plans as state waters. All potential ephemeral, intermittent, or perennial streams must be delineated as either buffered or unbuffered by Columbia County Stormwater Compliance and/or GA EPD prior to plan approval. This process will likely take days to weeks based on the scale of the project and possible weather delays.
3. A wetland delineation will be required prior to plan approval.
4. Proposed impacts to Waters of the U.S, buffered state waters, wetlands, and FEMA floodplains will be subject to permitting by their respective regulatory agencies. Unpermitted impacts of any environmentally sensitive areas will result in enforcement actions by one or more regulatory agencies.

Fire Marshal:
All new developments, new and existing buildings, structures, and premises, and building rehabilitation must meet all applicable codes and amendments adopted by Columbia County, GA. These include but are not limited to the Rules and Regulations of the State of Georgia, Chapter 120-3-3, the International Fire Code, including Appendix D, the NFPA 101 Life Safety Code, and the GA Accessibility Code, 120-3-20. Special attention should be given to the required Fire Service Features, and Fire Apparatus Access Roads.

Fire Department:
There is insufficient information to determine fire department access and fire suppression for the facility. Further information on that aspect, as well as more information on the realignment of Morris Calloway Road and details on the proposed emergency access, will be required during civil site plan review.

Health Department:

Project must connect to available county sewer.

Planning:
Conditions supplement but do not eliminate other code requirements which pertain to site development. No variances from Code have been expressed or implied. In case of conflicts, the more restrictive item shall prevail over the less restrictive item.

Stormwater Management:
1. The site improvements will disturb more than one acre, therefore the proper NPDES permit and associated fees must be submitted to the Georgia Environmental Protection Division (EPD) and Columbia County 14 days prior to land disturbance.
2. Stormwater detention will be required unless site improvements result in no net increase in runoff.
3. Stormwater Quality will be required.

Pre-Construction:
No comments or conditions.

Traffic Engineering:
The right-of-way for State Route 47 (Appling Harlem Road) is under the jurisdiction of the Georgia Department of Transportation. Contact the District 2 Office in Tennille, GA, at (478) 553-3366 for permitting information. An approved Driveway & Encroachment Permit, or a letter of intent to permit from GDOT, must be obtained prior to preliminary site plan approval.

Water & Sewer:
1. Easements and ingress/egress access to all county owned utilities will be required.
2. Further questions and discussion regarding water and sewer infrastructure will take place at a required pre-development meeting prior to site plan submittal.

Criteria for Evaluation of Rezoning Proposal

1. **Whether the zoning proposal will permit a use that is suitable in view of the zoning and development of adjacent and nearby property.**
   The subject properties are located to the south of Bill Dorn Road at its intersection with Morris Callaway Road, on the east side of Morris Callaway Road, on the west side of Appling Harlem Road, generally north of the intersection of Lonergan Hulme Way and Appling Harlem Road, off of Progress and Catalyst Drive within the White Oak Business Park, and to the north of I-20. Property to the west of the subject properties, when taken as a whole, are R-A (Residential Agricultural) and a split zoned M-1 (Light Industrial) and R-A, property to the north is zoned R-A, property to the east is zoned R-A, M-2 (General Industrial) within the White Oak Business Park, and M-1 (Light Industrial) across Appling Harlem Road. A portion of this request is already zoned for data center development through the existing S-1 zoning in place. This is an expansion of that existing use, but does seek to put the entire project under the D-C zoning classification which is more restrictive than the existing zoning is currently.

2. **Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.**
   The applicant has not requested a reduction in any of the required buffers and staff have included conditions regarding particular issues with water, sewer, and traffic that were of concern. Further, the use provisions of the D-C district should mitigate any other issues.

3. **Whether the zoning proposal is compatible with the purpose and intent of the Vision 2035 Comprehensive Plan.**
   Due to the size of the project, it is located within three different Character Areas on the Vision 2035 Future Development Map: the northern section is located within Rural Neighborhoods, the central section is located within Rural, and the portion to the south and east is located within an Employment Activity Center. Briefly, starting from the top, Rural Neighborhoods are characterized by low density, single family residential uses. Future development in these Areas should continue to reflect lower density detached single family uses. The intent of this Area is to preserve the established residential character and create a transition between developed Neighborhood Areas and Rural Areas. Primary future land uses are low density, detached single family residential, civic uses such as places of worship and schools, greenways and trails, and small-scale agricultural uses. Rural Areas are characterized by low density, single family residential uses and agricultural or forestry activity. The development pattern is generally scattered with large distances between buildings. The intent of the Rural Area is to preserve the existing rural character, including agricultural uses and large lot residential uses, as well as natural and historic features. Primary future land uses include agricultural and forestry uses with accessory uses such as barns and stables, very low density detached, single family residential uses, civic benefits such as places of worship, parks, greenways, and trails, undeveloped areas in their natural state, and commercial uses limited to Rural Crossroads that may be considered on parcels adjacent to those Crossroads. Lastly, Employment Activity Centers are characterized by compact, higher density development that supports major employers. The intent is to enhance and create employment centers that also include supporting commercial and mixed-use developments in close proximity. Primary future land uses include master planned business parks or industrial parks, light industrial, heavy industrial, mid-rise office, restaurants, retail, hotels, and civic uses.

   The request clearly meets the intent of the Employment Activity Center by providing a master planned business park. There are some elements to consider with the other two Character Areas of the request that help it to meet several of the goals within those Areas as well. The plan does propose, as it did previously, a 500-foot buffer between it and residential or agricultural zoned properties. However, Vision 2035 does have within it the ability to allow for a Character Area to “grow” over time if a request meets the intent and primary future land use of the area. This is also intended to work its way out from the center of an Area over time. In this case, the Employment Activity Center already has the White Oak Business Park and this is a logical expansion of that Park into a large area. This gives justification for the request, but staff must note that this is based on the use proposed. If the request was for another use, such as a large solely commercial center, it is likely that the opinion would be different based on how it would impact the area from a traffic standpoint. However, due to these factors, the request meets the intent of Vision 2035.

Columbia County is also in the process of updating Vision 2035 to a new comprehensive plan titled Foundations for the Future. This plan has not been adopted yet but does give some insight into the changes proposed for this area in the most recent October 31st, 2025 draft. The entirety of this request is within a new Character Area titled Technology and Industrial. This Area includes facilities involved in technology, applied research, manufacturing, processing, storage, distribution of goods and materials, as well as research centers, data centers, tech industries, and flex spaces. Heavier industrial areas, such as quarries, milling, and lumber operations, are also included. This area is intended to help diversify the County's tax base by attracting industries and providing employment opportunities. Future technology, data, manufacturing, and industrial growth should be prioritized where utilities and easy access to major transportation corridors already exist or are planned. Structures should be located within a larger landscaped campus to ensure industrial uses are properly buffered from residential and lesser intense uses. Again, with the caveat that this has not been fully adopted and is still under review, it appears that the request would also meet the intent of the Foundations for the Future comprehensive plan.

4. **Whether there are substantial reasons why the property cannot or should not be used as currently zoned.**
   The portion of the property that is already zoned for a data center could be utilized as such and the areas zoned M-2 could be used for industrial development. The areas zoned for residential agricultural could be used as currently zoned as well. However, putting the entirety of the site into the D-C district provides an arguably more restrictive zoning than is currently in place.

5. **Whether the zoning proposal will result in a use that will or could cause an excessive or burdensome use of public facilities or services, including, but not limited to, existing streets and transportation facilities, schools, water or sewer utilities and police or fire protection.**
   Staff have provided proposed conditions, as well as the use provisions for the D-C district that should serve to mitigate any issues with public facilities or services. The developer is required to pay for all upgrades to the water and sewer system and with the proposed condition make upgrades to several areas on local roads that would be impacted by the development.

6. **Whether the zoning proposal is supported by new or changing conditions not anticipated by the growth management plan or reflected in the existing zoning on the property or surrounding properties**
   See staff recommendation above. Foundations for the Future proposes a new Character Area that addresses not only the existing White Oak Technology Park, but also the expansion proposed in this request.

7. **Whether the zoning proposal reflects a reasonable balance between the promotion of the public health, safety, morality or general welfare against the right to unrestricted use of property**
   Taking into account the proposed conditions and use provisions of the district, this proposal reflects a reasonable balance between the promotion of the public health, safety, morality, or general welfare against the right to unrestricted use of property.

From: [redacted]
To: PlanningCommission; Commissioners
Subject: Data Centers
Date: Friday, January 9, 2026 12:28:30 PM

CAUTION: This email originated from outside of the Columbia County email system. Please exercise caution before clicking links, opening attachments, replying, or providing information to the sender.

Greetings,

I have many concerns about Data Centers and the manner in which they are being handled in our county. I will not try and list them all because it would tend to make one not read my email at all. I would like to talk about four at this point in time.
1. It has been brought to my attention that the county does and will continue to own the wetlands inside of the proposed new Appling/White Oak Industrial Park Data Center. This makes absolutely no sense for the following reason. If the retention ponds on site are not strategically located or sized correctly, heavy rains (with all the building rooftops) could potentially back water up into the data center buildings. Who would be liable for the subsequent damage with all of the expensive equipment such as servers, etc. inside of these buildings?
2. It has been brought to my attention that Elon Musk is building a Data Center in Memphis, Tn. Apparently at the start up time, permanent power was not available so the site started up running on backup generator power only (what a travesty from an air quality and noise level aspects). Does Columbia County have any provisions to prevent such an occurrence here? On page 12 item b. of the new Ordinance Number 25-07 it states “Except for generator testing, maintenance, or commissioning activities, generator use is limited to backup/emergency use only”. Commissioning should be done on permanent power and also from a backup generator standpoint. The facility/facilities should not be allowed to run/operate as I referenced above in Memphis. Does the county have protection in writing to prevent this from happening?
3. It has been brought to my attention that once the new Appling/White Oak Industrial Park Data Center is brought online, Columbia County will be nearing its current maximum amount of water it can pull from Clark’s Hill Lake/Savannah River. How can we be looking at more Data Centers without endangering the water supply of our neighbors downstream?
4. You (commissioners) are telling us that Georgia Power says they can supply all the power needed for all of these proposed Data Centers (not only in our county but across our great state). I truly believe they are looking at this from a profitability standpoint and not looking down the road enough. That being said, I also truly believe that the power consumers (home owners in particular) across our state will suffer the consequences when the point in time comes (and I firmly believe it will) that Georgia Power realizes it has overextended itself!!!

Sincerely,
Ken Hair

From: [redacted]
To: Moody, Mark; Lester, Jamie; Wilder, Russell A.; Holloway, Emory; PlanningCommission
Subject: Fwd: Data Centers in Columbia County
Date: Wednesday, January 14, 2026 9:03:47 PM

CAUTION: This email originated from outside of the Columbia County email system. Please exercise caution before clicking links, opening attachments, replying, or providing information to the sender.

Dear Members of the Planning Commission,
Please see the email below. Despite your being the initial safeguard for citizens against overreaching development by reviewing proposed zoning/rezoning requests and making recommendations to prohibit catastrophes like the plan for this area of the county, I did send the email to the commissioners below. They have demonstrated that they have the final vote and their override of your no to the quarry proved that.
Please know that I sincerely appreciate the work that you do and ask that you consider the very personal impact that the requests being reviewed tomorrow night brings. I would appreciate a vote against it for the reasons outlined below.
Thank you,
Kim Cooper

Begin forwarded message:

From: Kim Cooper [redacted]
Date: January 14, 2026 at 8:34:06 PM EST
To: Commissioners CC <commissioners@columbiacountyga.gov>
Subject: Data Centers in Columbia County

Dear Commissioners,

I am writing to vehemently oppose and request the outright denial of the proposed rezoning requests for hyperscale data centers in Columbia County, which are scheduled for consideration at the Planning Commission meeting on January 15, 2026, My understanding is that this includes the Byrd Farms Technology Campus (approximately 944 acres bordered by I-20, Lonergan Hulme Road, Louisville Road, and Langston Avenue), the Pumpkin Technology Campus (about 420 acres bordered by I-20, Appling-Harlem Highway, and Wrightsboro Road near Pumpkin Center), and the expansion of White Oak Technology Park (up to 1,900 acres near Morris Callaway Road and Innovation Parkway, adjacent to the existing White Oak Business Park). All three

require rezoning approvals under the recently established Data Center (D-C) district, and approving them would represent an unacceptable assault on our rural community, infrastructure, environment, and property values. It would also cause a direct negative impact on my family

Imagine raising your child to work hard, save money, dream big and invest local. They achieve their dream in their mid-twenties only to learn it is being threatened by massive industrial projects cosigned by a local government that you all supported. My son and his wife were both raised in Columbia County, where they deliberately chose to build their dream home at 1517 Wrightsboro Road in Appling, fully relying on the existing planning and zoning rules that assured the preservation of the area's peaceful, rural, residential character. This 2.84-acre property—valued at $667,448 per the county's assessment—represents their lifelong investment and expectation that the surrounding land would remain compatible with family living, not industrial-scale server farms. The proposed Pumpkin Technology Campus borders Wrightsboro Road directly, placing massive facilities within half a mile or less of their home, based on site descriptions and maps. The Byrd Farms site is nearby (a few miles apart in the Appling area), and the White Oak expansion is approximately 3-5 miles away near the I-20 Appling-Harlem exit. This aggressive clustering of three enormous projects is a blatant betrayal of the zoning stability that guided their decision to build here, and it must be rejected to honor the commitments made under prior rules. Otherwise, what they have worked, saved and dreamed of will be shattered.

Hyperscale data centers inflict severe, irreversible damage that far outweighs any claimed benefits. The relentless noise from cooling fans and diesel generators—often creating a persistent hum audible for miles—will destroy the tranquility residents cherish, as repeatedly documented in affected communities. Heavy truck traffic during construction and ongoing operations will overload rural roads like Wrightsboro Road, Appling-Harlem Highway, and Lonergan Hulme Road, posing serious safety risks

and congestion. Environmentally, these facilities guzzle millions of gallons of water daily for cooling and place enormous strain on Georgia's power grid, potentially driving up utility rates for all residents—as evidenced by similar booms elsewhere in the state that have prompted moratoriums and rate concerns. With one data center already approved and progressing nearby, rushing these additional three without comprehensive safeguards is grossly irresponsible.

These developments also directly threaten property values in our rural neighborhoods. Research on hyperscale data centers consistently shows negative impacts from noise, visual industrial blight, and perceived or real environmental risks, with residential properties in close proximity experiencing value declines of 5-25% or greater. In tranquil rural areas like Appling—where buyers prioritize peace over tech infrastructure—homes near these sites become significantly harder to sell, with minimal offsetting job creation. For my son's property, this could mean a devastating loss of $33,000 to $167,000 or more in equity – if they could sell it and undermined the stability they sought when building under the county's then-current zoning assurances and growth plans.

Compounding these issues is the profound lack of public transparency that has characterized this entire process, eroding trust and raising serious questions about fairness and open government. Non-disclosure agreements (NDAs) have concealed key details from residents for months, limiting meaningful input until rezoning applications were far advanced. Critical information—such as full environmental impact assessments, potential end-users, water and power demands, and true long-term tax implications—has only emerged piecemeal through persistent public pressure and open records requests. This opacity suggests a prioritization of developer interests over community well-being, and it violates the principles of democratic decision-making. Commissioners must demand full disclosure and reject these proposals until genuine transparency is achieved.

These data centers are extraordinarily resource-intensive. The

White Oak proposal alone could require millions of gallons of water and generate equal gallons of wastewater per day, yet the county has not provided verified, publicly accessible impact assessments for water tables, streams, or wastewater infrastructure capacity. The public has repeatedly been told that the data doesn't show that or that concerns will be addressed, yet basic analyses, and environmental studies have not been made available in a transparent manner. This fuels distrust that important information is being withheld or delayed until after decisions are effectively already made.

Columbia County has already permitted one data center amid widespread concern; approving these three more—without independent studies, robust community engagement, or alternatives like a moratorium (as implemented in other Georgia counties)—would be a clear dereliction of duty to protect residents that you were elected to serve. I ask that you deny all rezoning requests and enact stronger protections to safeguard our rural heritage from unchecked industrial expansion. Families like mine invested here in good faith, expecting the county to uphold its zoning promises—not to sacrifice our quality of life and potentially our health for speculative gains.

I will attend the January 15 public hearing to voice these concerns in person and remain available for further discussion.

Sincerely,

Kim Cooper

1399 Waterston Drive

Evans, Ga 30809

7065649447

REQUEST FOR DENIAL — REZONING APPLICATIONS RZ26-01-01, RZ26-01-02, RZ26-01-03

Pumpkin Center • Byrd • White Oak Data Center Expansions

Summary of Findings Based on the Seven Required Criteria

1. Incompatibility With Adjacent Property

Across all three rezonings, the proposed industrial data center campuses are not compatible with surrounding residential, agricultural, and mixed-use areas.

- Pumpkin Center: Vision 2035 designates this area as a Mixed Use Activity Center. A 417-acre industrial campus conflicts with this designation and with active residential construction (Stanley Martin Phase 3–5 and Hawes Creek).
- Byrd: The entire 944-acre site is in the Neighborhoods Character Area, intended for moderate-density residential development.
- White Oak: Large portions of the 3,140-acre site lie in Rural and Rural Neighborhoods, where industrial development is prohibited.

Buffers, berms, and vegetation cannot make an incompatible industrial use compatible with residential communities.

2. Adverse Impacts Cannot Be Evaluated

The applicants did not provide the required information to evaluate impacts on nearby property.

Missing or incomplete items include:

- Noise compliance
- Stormwater modeling
- Wetland and state-waters delineations
- Floodplain analysis
- Fire access and emergency response plans
- Construction traffic analysis
- Updated traffic studies

- Broadband impact analysis

Without these, adverse impacts cannot be assessed.

3. Conflicts With the Adopted Comprehensive Plan

All three rezonings conflict with Vision 2035, the county's adopted Comprehensive Plan.

Staff relies heavily on a future draft plan (Foundations for the Future), which has no legal standing.

Rezoning decisions must be based on the current adopted plan, not a draft.

4. Properties Can Be Used as Currently Zoned

In both the Pumpkin Center and Byrd staff reports, staff explicitly states:

"The property can be used as currently zoned."

If the property can be used as currently zoned, there is:

- No hardship
- No justification
- No legal basis for rezoning

This alone satisfies Criterion 4 and supports denial.

5. Burdens on Public Facilities Are Unknown

Required studies and documentation have not been provided, including:

- Five-year water and sewer projections
- Annual updates
- Drought management plans
- GDOT access permits
- Traffic Impact Studies
- Haul-route safety evaluations
- Stormwater detention and water-quality plans

- National Pollutant Discharge Elimination System (NPDES) permits
- CLOMR-F floodplain modeling
- Wetland delineations

The county cannot determine whether public facilities can support these projects.

6. No New Conditions Justifying Rezoning

Power lines and draft planning documents do not constitute new or changing conditions.

Character Areas cannot be "expanded" through rezoning.

No new conditions support approval.

7. Public Health and Safety Cannot Be Protected

Across all three rezonings:

- Fire access cannot be verified
- Emergency access is insufficient
- Floodplain and stormwater impacts are unknown
- Traffic impacts are unstudied or outdated
- Environmental impacts are undocumented

Public health and safety cannot be protected without this information.

School Safety & Public Welfare

None of the staff reports include any analysis of impacts on:

- School bus routes
- School traffic
- School transportation safety
- Emergency response times to schools
- Air quality or noise impacts near school zones

All three rezonings sit within or near active school transportation corridors.

Criterion 7 requires the county to protect public health and safety — and schoolchildren are the most vulnerable population we serve.

The absence of school-related analysis is a major procedural failure.

REQUEST

Based on the seven required criteria, the adopted Comprehensive Plan, and the absence of critical engineering, environmental, and safety documentation, I respectfully request that the Planning Commission recommend DENIAL of rezoning applications:

- RZ26-01-01 — Pumpkin Center
- RZ26-01-02 — Byrd
- RZ26-01-03 — White Oak

A rezoning of this scale cannot be approved on assumptions, missing studies, or nonbinding concept plans.

White Oak Technology Park, a technology-focused expansion of White Oak Business Park
Columbia County, GA

Preserving Columbia County's Character While Advancing Its Economic Future

Introduction

White Oak Technology Park is envisioned as a 3,121-acre premier, strategically positioned technology district within Columbia County, Georgia. As an expansion of White Oak Business Park, the Park is specifically planned to attract and accommodate world-class technology businesses and data center development. The Park is designed to attract high-value, low-impact economic growth, enhancing local infrastructure and employment opportunities while minimizing its footprint on the surrounding community.

The expansion reflects an updated vision since the initial 1,945-acre rezoning approval in May 2025. As planning, due diligence and site analysis progressed, the overall vision appropriately expanded to encompass 3,121 acres, with standards codified in the County's Data Center (D-C) zoning district to ensure predictability, transparency and consistent application of noise, lighting, buffering, and operational requirements.

Location & Accessibility

The Park is strategically located in Appling, Columbia County, with convenient access to Interstate 20 and U.S. Highway 221. These corridors provide essential regional and statewide connectivity while supporting a land use, data centers, that generates minimal daily traffic.

Data centers have extremely low employment density and, therefore, significantly lower peak-hour trip generation than other commercial or industrial uses. Columbia County staff and the County's engineering review confirm:

- 0.09 peak-hour trips per 1,000 sq. ft., compared to 0.34 for a standard industrial park
- Minimal truck traffic after construction
- Operations that do not create noticeable peak-hour congestion

Primary site access will come from the existing White Oak Business Park road network and a new dedicated entry off U.S. 221. Morris Callaway Road will not serve as a primary access point, and may only be used for emergency access or required improvements.

What a Data Center Is

Data centers house secure digital infrastructure: servers, computer systems and equipment necessary for storing, processing and transmitting information. They support modern communications, business operations, public services, emergency response and the growing sectors of artificial intelligence, cybersecurity and cloud-based data management.

The facilities contain highly specialized equipment but have limited onsite staff, do not generate hazardous emissions and operate quietly when designed to modern standards.

Infrastructure & Utilities

White Oak Technology Park is designed with infrastructure specifically suited for low-impact, high-technology operations:

Energy

The site is located adjacent to a robust electrical transmission corridor with existing 115 kV and 230 kV transmission lines, enabling large-scale technology operations without affecting the residential distribution grid. As part of due diligence:

- Georgia Power has completed initial power studies for the campus.
- The project, not existing ratepayers, will fund system upgrades required for the Park.
- Transmission-level service ensures residential power supply is unaffected by data center operations.

Water & Sewer

Columbia County Water Utility will provide water and sewer service. Key commitments include:

- Initial buildings will use closed-loop cooling systems that recycle water and consume amounts comparable to those of an office building.
- No private wells will be used for cooling.
- The developer will pay for all required water and sewer extensions.
- As technology evolves over the 15–20-year buildout, additional efficiencies and lower-use cooling systems will continue to reduce long-term demand.

The County has confirmed it can meet long-term water and sewer needs through planned infrastructure upgrades, which are financed by the development.

Stormwater Management

The Park's stormwater strategy will meet or exceed all federal, state and local requirements. Stormwater facilities will be engineered to:

- Reduce and slow runoff to pre-development rates
- Protect adjacent streams, wetlands and water quality
- Incorporate advanced retention, reuse and green infrastructure where feasible

Fiber Connectivity

The Park is already home to redundant, high-speed fiber optic networks essential for uninterrupted digital operations. This connectivity is a key factor supporting technology users with mission-critical operational needs.

Smart Infrastructure

Facilities within the Park will incorporate future-ready, energy-efficient infrastructure, including automated utility monitoring, optimized building performance tools, and systems designed to support next-generation cooling, power distribution and operational efficiency.

Environmental Sustainability

The Park will maintain compliance with state and local environmental regulations and will incorporate:

- Sustainable landscaping
- Preservation of natural green space where feasible
- Vegetative buffers
- Best practices for resource conservation and low-impact development

These measures ensure that the Park functions as a long-term, environmentally responsible component of Columbia County's economic landscape.

Limiting Impact on Rural Character

The Park has been thoughtfully master-planned to blend into the natural character of Appling and the surrounding areas. To preserve this character:

- 500-foot undisturbed vegetative buffers will be maintained along residential and agricultural property lines.
- Buildings and substations will be located toward the interior of the site, away from the perimeter.
- Architectural, site and landscape standards will minimize visibility from public roads and adjoining properties.
- Topography and existing vegetation will be used to augment screening where possible.

These standards are codified within the D-C zoning district to ensure consistent enforcement across all future phases.

Noise Management

All facilities within the Park will implement advanced noise mitigation measures, including:

- Acoustically treated equipment and generator enclosures
- Generator placement away from property lines
- Adherence to the County's 70 dB limit at the property line
- Restricted generator testing hours: weekdays, 9 a.m. to 5 p.m., no holidays

- Baseline sound studies before construction
- Post-construction testing to verify compliance before occupancy

These requirements ensure minimal impact on surrounding residential and agricultural areas.

Lighting Control

All lighting within the Park will meet the County's strict standards:

- Full cut-off fixtures, directing light downward
- Lighting designed to prevent trespass onto adjacent properties
- No strobe or flashing lighting except where required for life safety
- Photometric plans submitted to and reviewed by Columbia County prior to permit approval

Security & Emergency Preparedness

Facilities within the Park will implement rigorous, modern security and emergency standards, including:

- Controlled-access perimeter fencing
- Comprehensive surveillance systems
- 24/7 onsite monitoring
- Fire suppression and life-safety systems meeting NFPA standards
- Coordinated emergency response planning with Columbia County Fire & EMS

These design elements ensure a secure, low-risk operational environment.

Traffic Impact

Beyond construction, data centers generate very low daily traffic due to limited staffing needs. Traffic modeling confirms that post-construction conditions will not burden surrounding roadways. The site's proximity to I-20 also minimizes construction traffic on rural roads.

Traffic is prohibited on Morris Callaway Road, except for emergency needs or required safety improvements.

Environmental Sustainability

The Park will maintain compliance with all environmental regulations and incorporate sustainable practices, including:

- Preservation of natural buffers
- Wetland protection under U.S. Army Corps oversight
- State Waters buffers and protections
- Stormwater reuse where feasible
- Sustainable landscaping and tree preservation, where possible

All site plans, sound studies, lighting plans, stormwater plans and environmental permits will go through the County's public review process.

Economic & Workforce Development

White Oak Technology Park will help advance Columbia County's diversified economy by creating:

High-Skill, High-Wage Jobs

Typical employment includes:

- IT professionals
- Systems engineers
- Facility operations and mechanical/electrical technicians
- Cybersecurity specialists
- On-site security and monitoring staff

Partnerships with Augusta University, Augusta Technical College and Fort Gordon will focus on hiring Columbia County residents.

Tax Benefits

The development of technology enterprises and data centers within the Park is expected to:

- Increase property tax revenues
- Support Columbia County Schools
- Strengthen fire, emergency and public safety services
- Reduce long-term reliance on residential property taxes
- Contribute to infrastructure improvements benefiting surrounding areas

Because data centers require substantial capital investment, but have low service demands, they are among the most fiscally advantageous land uses for counties.

Long-Term Development Strategy

White Oak Technology Park is intended to be developed incrementally over multiple decades. This phased approach:

- Allows the County and service providers to plan infrastructure responsibly
- Minimizes construction impacts
- Incorporates new technologies as they emerge
- Ensures long-term compatibility with surrounding land uses
- Preserves community character through predictable, orderly buildout

Compliance with State & Local Requirements

All components of White Oak Technology Park will comply with:

- Columbia County zoning and development regulations
- State environmental and stormwater requirements
- Federal wetlands, floodplain and Clean Water Act standards
- All applicable building, fire safety, and life-safety codes

These requirements ensure responsible, sustainable development aligned with community goals.

Targeted Zoning & Land Use

The Park's Data Center (D-C) District zoning will allow for the following land uses:

- Data Centers
- Research and Development Facilities
- Cybersecurity Providers
- Digital Infrastructure and Advanced Technology Companies
- Uses associated with data center and technology operations as determined appropriate by the Director of Planning Services

Excluded Uses:

- Facilities primarily designated for distribution and logistics

This zoning structure ensures compatibility with surrounding land uses, restricts higher-intensity industrial activities, and supports Columbia County's broader vision for well-planned, low-impact economic growth.

Conclusion

White Oak Technology Park represents a carefully planned, low-impact, high-value expansion of Columbia County's employment base. The Park advances the County's long-term economic goals while preserving rural character through substantial buffers, noise and lighting protections, environmental safeguards, and limited traffic impacts.

The Park's design, infrastructure commitments and zoning standards ensure responsible growth, long-term community benefit and alignment with Columbia County's vision for a modern, resilient economy.

SITE DEVELOPMENT SUMMARY

SITE SUMMARY

CURRENT ZONING:	R-A, S-1 & M-2	
PROPOSED ZONING:	D-C	
TOTAL SITE AREA:	3070.86	ACRES
PARCEL ID: 018 006	1624.50	ACRES
PARCEL ID: 019 001	632.95	ACRES
PARCEL ID: 019 002	39.58	ACRES
PARCEL ID: 019 002A	34.03	ACRES
PARCEL ID: 019 002B	36.14	ACRES
PARCEL ID: 019 002C	42.46	ACRES
PARCEL ID: 019 003	320.55	ACRES
PARCEL ID: 028 026	52.44	ACRES
PARCEL ID: 028 026B	1.86	ACRES
PARCEL ID: 028 026C	45.93	ACRES
PARCEL ID: 028 026E	4.13	ACRES
PARCEL ID: 028 027F	14.60	ACRES
PARCEL ID: 028 027H	6.96	ACRES
PARCEL ID: 028 027I	56.88	ACRES
PARCEL ID: 028 027J	40.00	ACRES
PARCEL ID: 028 027K	26.89	ACRES
PARCEL ID: 028 027L	65.54	ACRES
PARCEL ID: 028 027N	20.37	ACRES
PARCEL ID: 028 027Q	2.41	ACRES
PARCEL ID: 028 027O	2.64	ACRES
RESIDENTIAL BUFFER:	500 FT 250 FT (WITH BERM)	
TOTAL BUILDING SF	8,044,000	SF
DATA CENTER BUILDING SF	8,004,000	SF
ADMIN BUILDING	40,000	SF

SITE NOTES

1. EXISTING CONDITIONS SHOWN HEREON ARE FROM RECEIVED COUNTY GIS AND FEMA.

SITE LEGEND

- PROPERTY LINE
- 500' RESIDENTIAL BUILDING SETBACK
- 25' STREAM BUFFER
- 100-YEAR STORM FLOODPLAIN
- APPROXIMATE STREAM CENTERLINE
- WETLANDS AREA
- STORMWATER RETENTION/DETENTION AREA
- 300' ELECTRIC CORRIDOR EASEMENT
- FENCING
- ROADS

EMERGENCY ACCESS
MORRIS CALLOWAY ROAD
500' RESIDENTIAL BUFFER, TYP.
STA.: 0+00.00
SIGHT LINE 5
STA.: 40+57.43
STORMWATER MANAGEMENT FACILITY, TYP.
(4 BUILDINGS)
STA.: 42+62.87
SIGHT LINE 6
APPROXIMATE PROPERTY BOUNDARY LINE (TYP.)
STA.: 0+00.00
SIGHT LINE 4
STA.: 44+74.14
STA.: 0+00.00
STA.: 31+28.40
PRIMARY ACCESS
STA.: 0+00.00
PROPOSED R/W REALIGNMENT
SIGHT LINE 3
SIGHT LINE 2
ADMIN BUILDING (40,000 SF)
STA.: 0+00.00
(11 BUILDINGS)
SECURITY CHECKPOINT
STATE ROUTE 221
500' RESIDENTIAL BUFFER, TYP.
SIGHT LINE 1
EMERGENCY ACCESS
STA.: 20+44.61
(6 BUILDINGS)
EMERGENCY ACCESS
STA.: 30+74.71
SUBSTATION 12 ACRES
(8 BUILDINGS)
INNOVATION PKWY
EMERGENCY ACCESS
I-20
I-20
DISCOVERY DRIVE

NORTH

GRAPHIC SCALE IN FEET
0 350 700 1400

811 Know what's below. Call before you dig.

PREPARED BY
Kimley»Horn
11720 AMBER PARK DRIVE
PARKWAY 400, SUITE 600
ALPHARETTA, GEORGIA 30009

PREPARED FOR
TRAMMELL CROW COMPANY
3550 LENOX ROAD NE., STE 2200
ATLANTA, GEORGIA 30326

No.	ISSUANCE AND REVISION DESCRIPTIONS	DATE	BY

PROJECT
GREEN JACKET
COLUMBIA COUNTY, GA 30802

PRELIMINARY NOT FOR CONSTRUCTION

GSWCC NO. (LEVEL II)
DRAWN BY: BKG
DESIGNED BY: RTS
REV EWED BY: RTS
DATE: 12/03/2025
PROJECT NO.: 011058042

TITLE
ZONING SITE PLAN

SHEET NUMBER
1 OF 3

PRELIMINARY: NOT FOR CONSTRUCTION

Drawing name: K:\ALP_PRJ\011058042_Project Green Jacket\CAD\Exhibits\2025-12-02_PGJ Site and Sight Lines\2025-12-03 Master Plan_PGJ.dwg Zoning - Site Plan Dec 05, 2025 12:47pm by Marco.Taverasji

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SITE DEVELOPMENT SUMMARY

SITE SUMMARY

CURRENT ZONING:	R-A, S-1 & M-2	
PROPOSED ZONING:	D-C	
TOTAL SITE AREA:	3070.86	ACRES
PARCEL ID: 018 006	1624.50	ACRES
PARCEL ID: 019 001	632.95	ACRES
PARCEL ID: 019 002	39.58	ACRES
PARCEL ID: 019 002A	34.03	ACRES
PARCEL ID: 019 002B	36.14	ACRES
PARCEL ID: 019 002C	42.46	ACRES
PARCEL ID: 019 003	320.55	ACRES
PARCEL ID: 028 026	52.44	ACRES
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PARCEL ID: 028 027I	56.88	ACRES
PARCEL ID: 028 027J	40.00	ACRES
PARCEL ID: 028 027K	26.89	ACRES
PARCEL ID: 028 027L	65.54	ACRES
PARCEL ID: 028 027N	20.37	ACRES
PARCEL ID: 028 027Q	2.41	ACRES
PARCEL ID: 028 027O	2.64	ACRES
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DATA CENTER BUILDING SF	8,004,000	SF
ADMIN BUILDING	40,000	SF

SITE NOTES

1. EXISTING CONDITIONS SHOWN HEREON ARE FROM RECEIVED COUNTY GIS AND FEMA.

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- APPROXIMATE STREAM CENTERLINE
- WETLANDS AREA
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- 300' ELECTRIC CORRIDOR EASEMENT
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EMERGENCY ACCESS
MORRIS CALLOWAY ROAD
500' RESIDENTIAL BUFFER, TYP.
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SIGHT LINE 5
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STORMWATER MANAGEMENT FACILITY, TYP.
(4 BUILDINGS)
STA.: 42+62.87
SIGHT LINE 6
APPROXIMATE PROPERTY BOUNDARY LINE (TYP.)
STA.: 0+00.00
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STA.: 44+74.14
STA.: 0+00.00
STA.: 31+28.40
PRIMARY ACCESS
STA.: 0+00.00
PROPOSED R/W REALIGNMENT
SIGHT LINE 3
SIGHT LINE 2
ADMIN BUILDING (40,000 SF)
STA.: 0+00.00
(11 BUILDINGS)
SECURITY CHECKPOINT
STATE ROUTE 221
500' RESIDENTIAL BUFFER, TYP.
SIGHT LINE 1
EMERGENCY ACCESS
STA.: 20+44.61
(6 BUILDINGS)
EMERGENCY ACCESS
STA.: 30+74.71
SUBSTATION 12 ACRES
(8 BUILDINGS)
INNOVATION PKWY
EMERGENCY ACCESS
I-20
I-20
DISCOVERY DRIVE

NORTH

GRAPHIC SCALE IN FEET
0 350 700 1400

811 Know what's below. Call before you dig.

PREPARED BY
Kimley»Horn
11720 AMBER PARK DRIVE
PARKWAY 400, SUITE 600
ALPHARETTA, GEORGIA 30009

PREPARED FOR
TRAMMELL CROW COMPANY
3550 LENOX ROAD NE., STE 2200
ATLANTA, GEORGIA 30326

No.	ISSUANCE AND REVISION DESCRIPTIONS	DATE	BY

PROJECT
GREEN JACKET
COLUMBIA COUNTY, GA 30802

PRELIMINARY NOT FOR CONSTRUCTION

GSWCC NO. (LEVEL II)
DRAWN BY: BKG
DESIGNED BY: RTS
REV EWED BY: RTS
DATE: 12/03/2025
PROJECT NO.: 011058042

TITLE
ZONING SITE PLAN

SHEET NUMBER
1 OF 3

PRELIMINARY: NOT FOR CONSTRUCTION

Drawing name: K:\ALP_PRJ\011058042_Project Green Jacket\CAD\Exhibits\2025-12-02_PGJ Site and Sight Lines\2025-12-03 Master Plan_PGJ.dwg Zoning - Site Plan Dec 05, 2025 12:47pm by Marco.Taverasji

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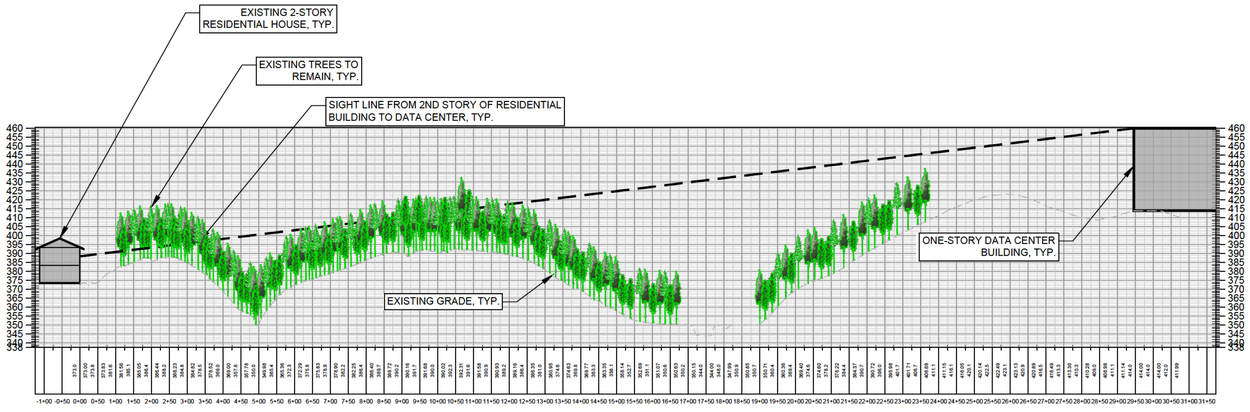
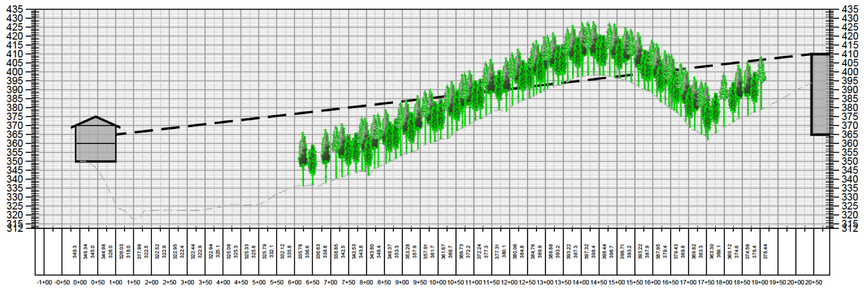
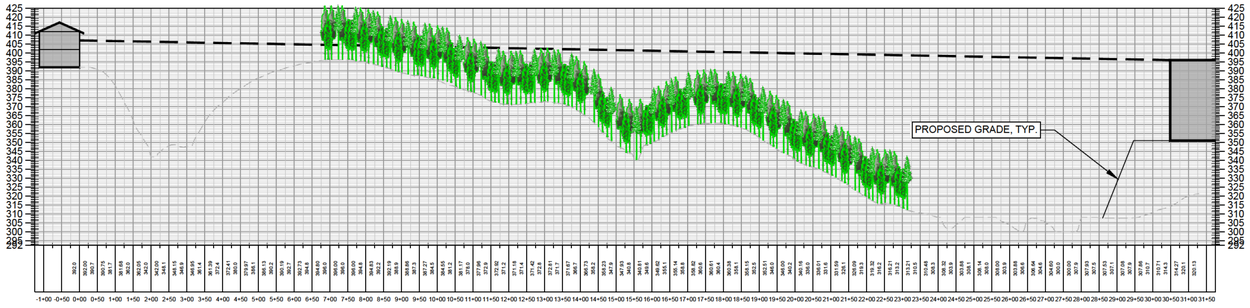


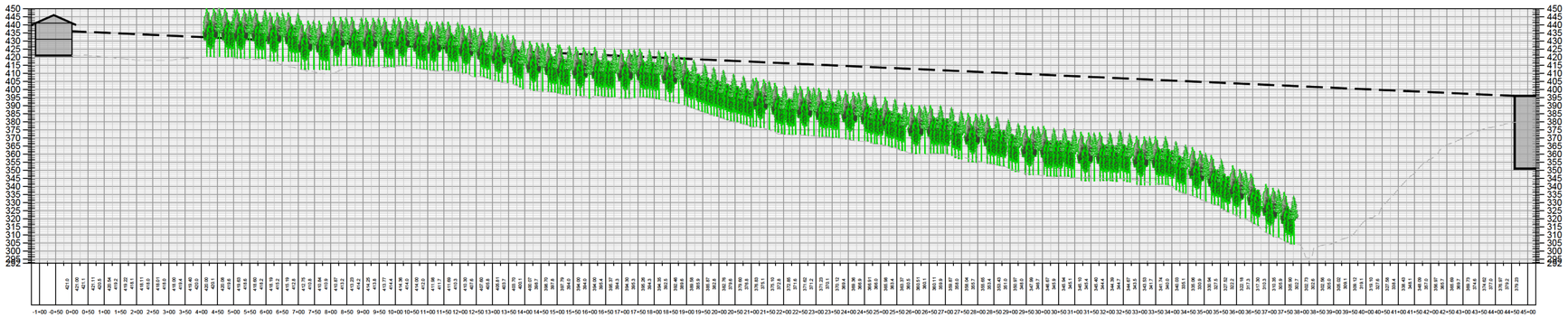
PROFILE VIEW
SIGHT LINE_1
1" = 100' HORZ.
1" = 20' VERT.



PROFILE VIEW
SIGHT LINE_2
1" = 100' HORZ.
1" = 20' VERT.



PROFILE VIEW
SIGHT LINE_3
1" = 100' HORZ.
1" = 20' VERT.



PROFILE VIEW
SIGHT LINE_4
1" = 100' HORZ.
1" = 20' VERT.

PREPARED BY
Kimley»Horn
11720 AMBER PARK DRIVE
PARKWAY 400, SUITE 600
ALPHARETTA, GEORGIA 30009

PREPARED FOR
TRAMMELL CROW COMPANY
3550 LENOX ROAD NE. STE 2200
ATLANTA, GEORGIA 30326

No.	ISSUANCE AND REVISION DESCRIPTIONS	DATE	BY

PROJECT
GREEN JACKET
COLUMBIA COUNTY, GA 30802

PRELIMINARY
NOT FOR CONSTRUCTION

GSWCC NO. (LEVEL II)

DRAWN BY	BKG
DESIGNED BY	RTS
REV EWED BY	RTS
DATE	12/03/2025
PROJECT NO.	011058042

TITLE
SIGHT LINE PROFILES

SHEET NUMBER
2 OF 3

PRELIMINARY: NOT FOR CONSTRUCTION

Drawing name: K:\ALP_PRJ\011058042_Project Green Jacket\CAD\Exhibits\2025-12-02_PGJ Site and Sight Lines\2025-12-03 Master Plan_PGJ.dwg Zoning - Sight Line Dec 05, 2025 12:50pm by: Marco.Tavera

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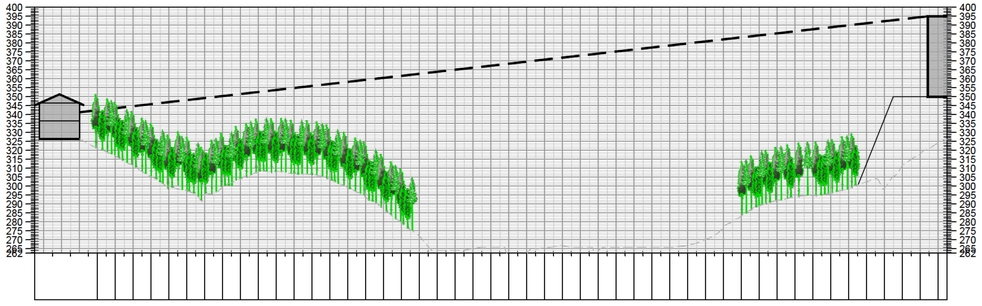
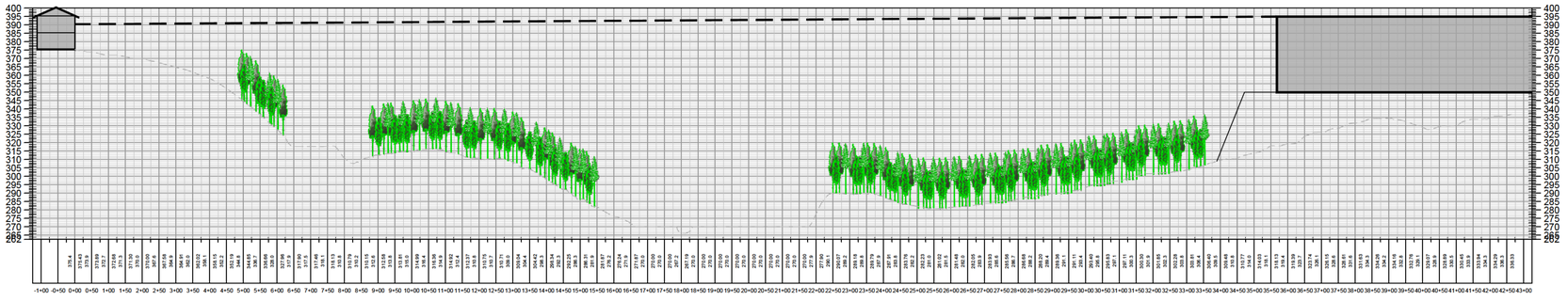


PROFILE VIEW

SIGHT LINE_5

1" = 100' HORZ.

1" = 20' VERT.



PROFILE VIEW

SIGHT LINE_6

1" = 100' HORZ.

1" = 20' VERT.

PREPARED BY

Kimley»Horn

11720 AMBER PARK DRIVE
PARKWAY 400, SUITE 600
ALPHARETTA, GEORGIA 30009

PREPARED FOR

TRAMMELL CROW COMPANY

3550 LENOX ROAD NE , STE 2200
ATLANTA, GEORGIA 30326

No.	ISSUANCE AND REVISION DESCRIPTIONS	DATE	BY

PROJECT

GREEN JACKET

COLUMBIA COUNTY, GA 30802

PRELIMINARY
NOT FOR CONSTRUCTION

GSWCC NO.
(LEVEL II)

DRAWN BY	BKG
DESIGNED BY	RTS
REV EWED BY	RTS
DATE	12/03/2025
PROJECT NO.	011058042

TITLE

SIGHT LINE PROFILES

SHEET NUMBER

3 OF 3

PRELIMINARY: NOT FOR CONSTRUCTION

Drawing name: K:\ALP_PRJ\011058042_Project Green Jacket\CAD\Exhibits\2025-12-02_PGJ Site and Sight Lines\2025-12-03 Master Plan_PGJ.dwg Zoning - Sight Line (2) Dec 05, 2025 2:14pm by Marco.Taverasji

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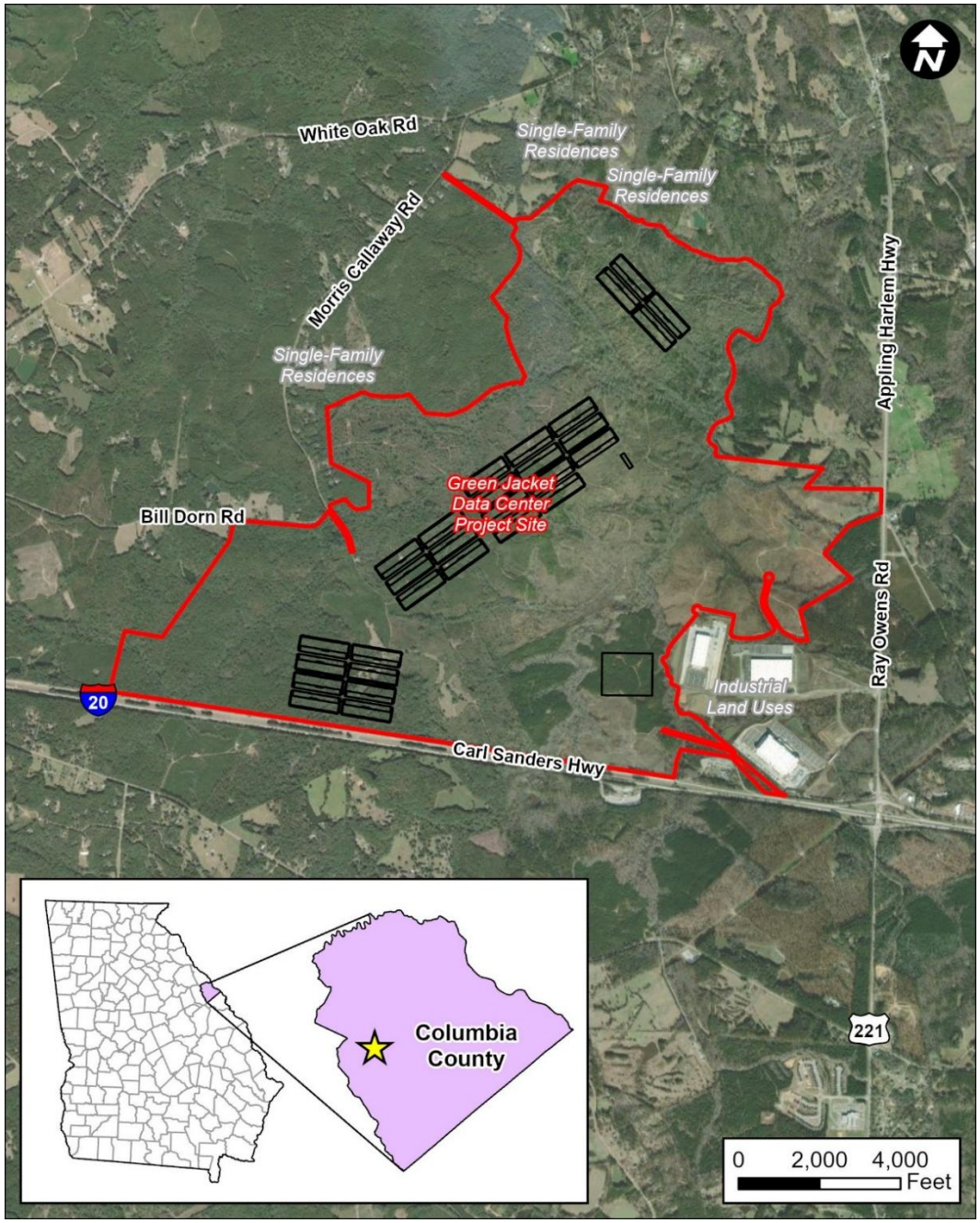
White Oak Technology Park Noise Study (Columbia County, GA)

1. **Applicable Noise Regulations**

   Section 90-147 of the Columbia County, GA Code of Ordinances states that data center "facilities may not emit noise that exceeds 70 decibels (db) measured at the exterior property line. With an application for rezoning, a sound study of the proposed property shall be submitted showing ambient noise levels at the exterior property line prepared to industry standards. If noise levels exceed the allowable threshold, the developer or property owner shall implement mitigation measures including, but not limited to, acoustically treated enclosures for generators, cooling systems, and other operations equipment. All mitigation measures shall be designed to attune sound impacts on adjacent property which can be achieved through directing sound upward or other methods."

2. **Project Modeling Assumptions:**
   - Twenty-nine (29), 1-story, approximately 276,000 square foot data center buildings
   - Each data center building was assumed to contain:
     - One hundred five (105) rooftop chillers
       - Sound Power Level of approximately 108 dB(A)
         - This value assumes chillers operating at 100% load
     - Thirty-five (35) emergency generators in the proposed equipment yards adjacent to each building
       - Sound Pressure Level of approximately 85 dB(A) at 23 feet
         - This value assumes weatherproof enclosures on the generators
     - One (1) substation located near the southeast portion of the site
       - Sound Pressure Level of approximately 75 dB(A) at 3 feet
     - During typical mechanical operations, all chillers and the substation are modeled as operational
     - During emergency operations, all chillers, generators, and the substation are modeled as operational
   - Maximum anticipated operational noise contours during typical mechanical operations are shown in **Figure 3**
   - Maximum anticipated operational noise contours during emergency operations are shown in **Figure 4**

Figure 1: Site Location Map



Kimley»Horn

Figure 2: Measured Ambient 24-hr Leq Noise Levels

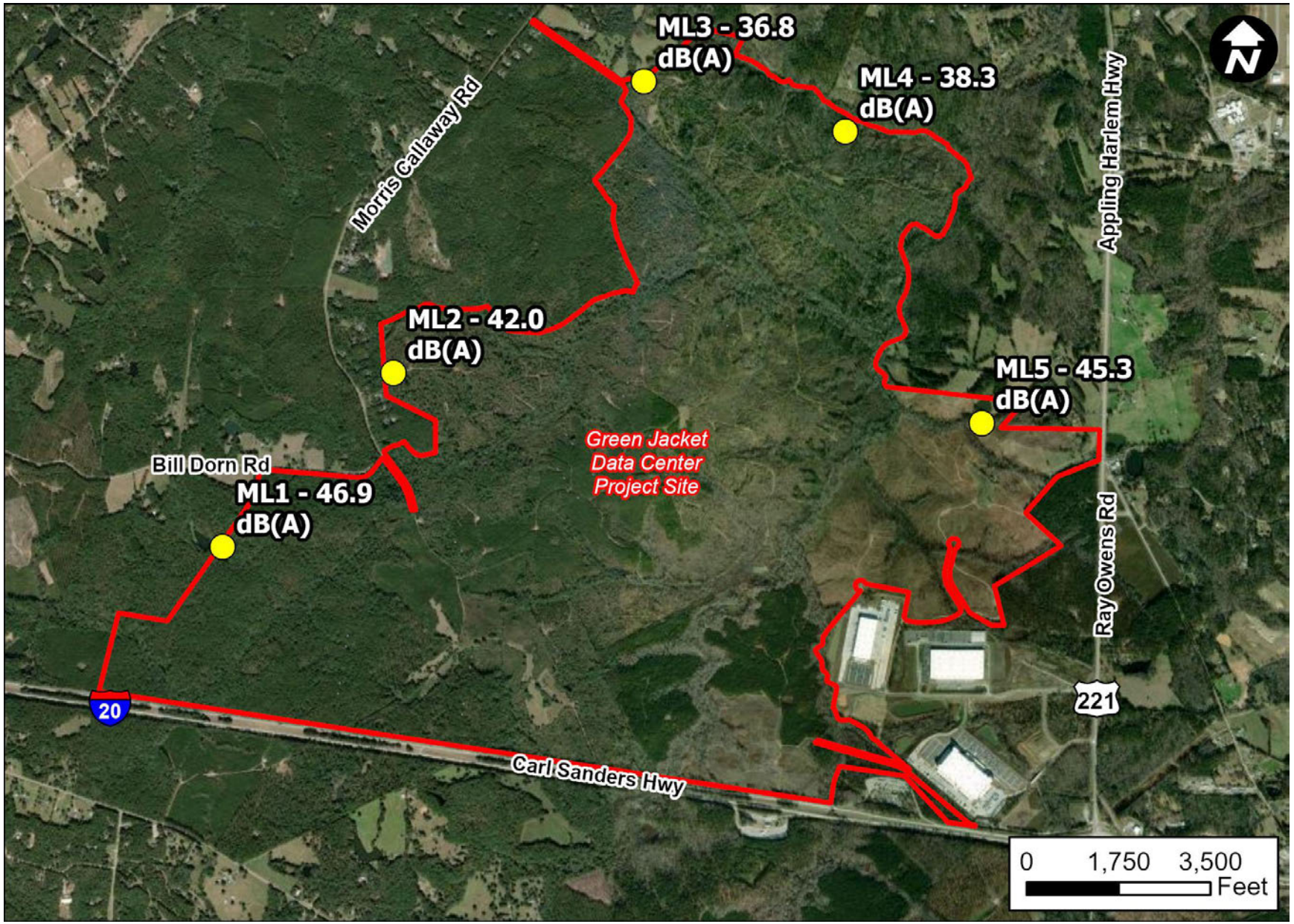


Figure 3: Maximum Anticipated Operational Contours During Mechanical Operations

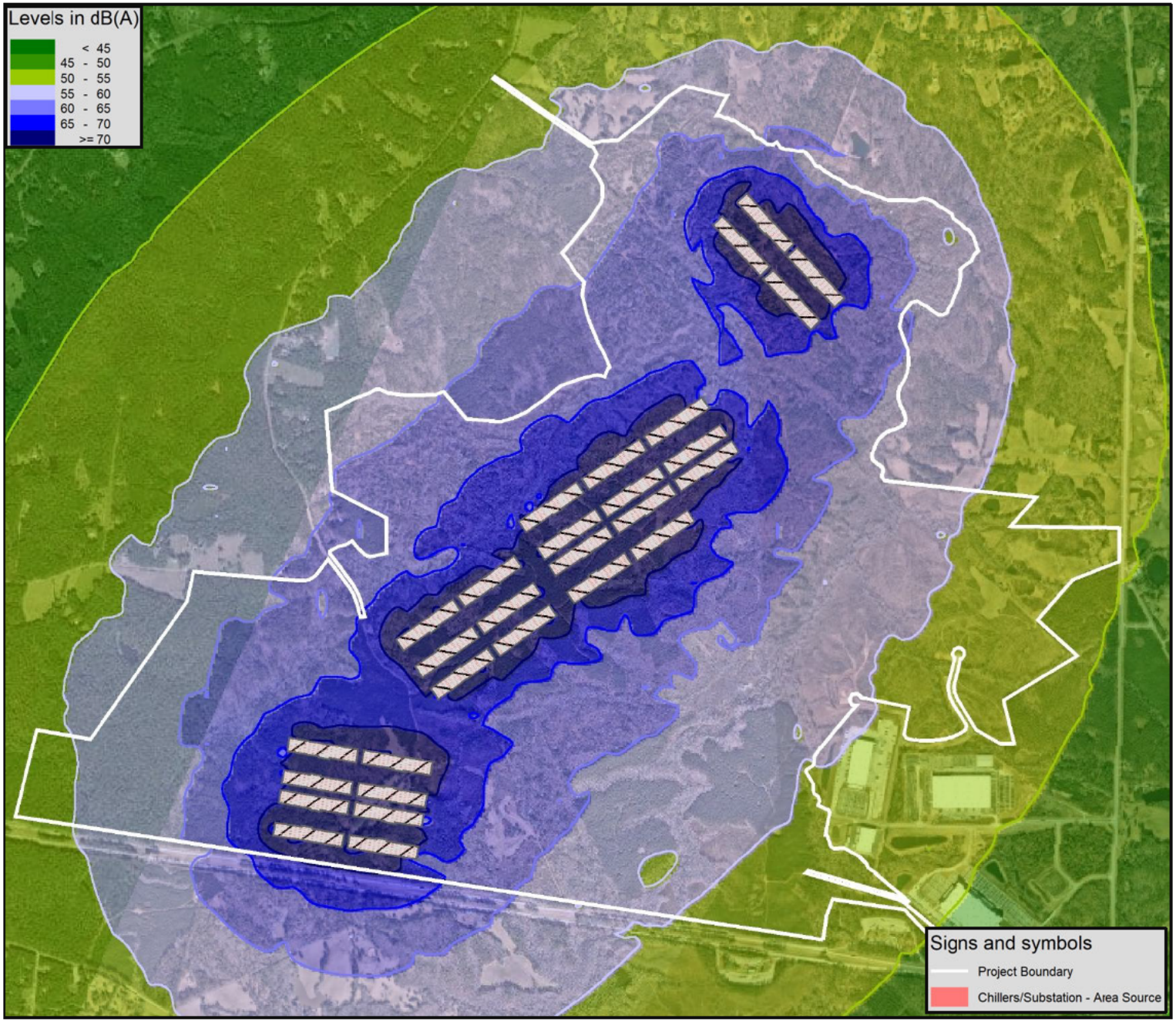


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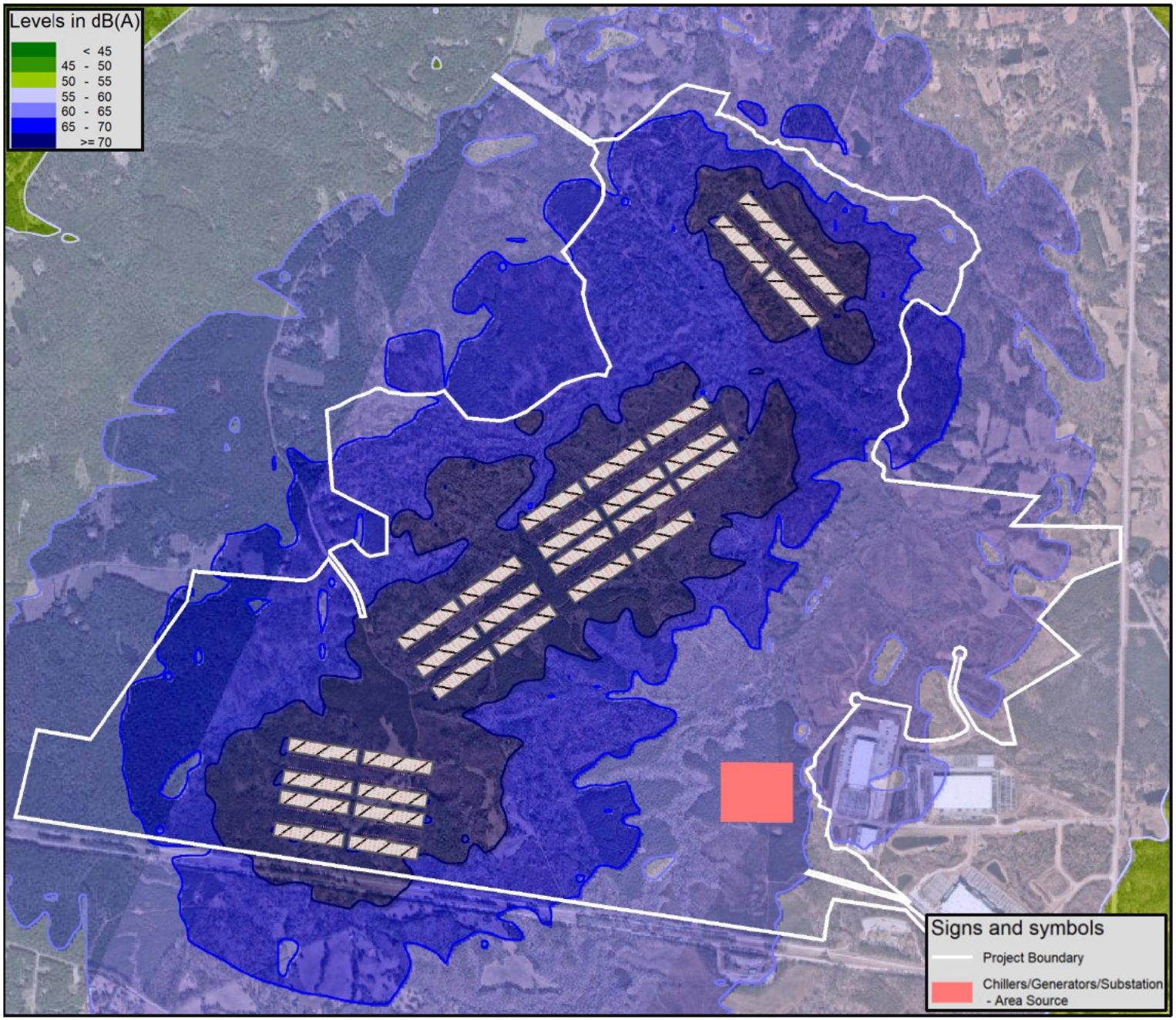
Figure 4: Maximum Anticipated Operational Contours During Emergency Operations



Kimley»Horn

Office Use Only
Date Received: _____
Public Hearing Date: _____
File # _____
BOC Meeting Date: _____
Commission District: _____

ZONING APPLICATION

COLUMBIA COUNTY, GEORGIA

PLEASE SELECTION ONE

Type of Application: ☒ Rezoning ☐ Plan Revision ☐ Variance ☐ Variation ☐ Conditional Use

Date of Application: _____

Rezoning: The undersigned requests that the property described be rezoned from R-A & M-1 to D-C.

Plan Revision[1]: The undersigned requests a revision to the current _____ zoning.

Variance[2]: The undersigned requests a variance to Section _____ of the Columbia County Code of Ordinances.

Variation[3]: The undersigned requests a variation to Section _____ of the Columbia County Code of Ordinances.

NOTE: Please see footnotes on the backside of this sheet.

PROPERTY INFORMATION:

Tax Map # _____ Parcel # 028 027 Address: 0 Appling Harlem Rd.
(For multiple properties, please use a separate sheet of paper.) Road Frontage: 340' feet on the North / South / East / West (circle one) side of I 20 W. Property area is approximately 19.21 acres and is located 1200' feet from the intersection of I 20 W and Appling Harlem Road. The attached plat for the property was prepared by Jaschens Land Surveying, Inc and dated 12.01.25

PROPOSED USE (for rezoning):
If approved, the property will be used for the following purpose(s):
Data Center

OWNERSHIP AND APPLICANT INFORMATION:

OWNER: TC GREEN JACKET, LLC.
ADDRESS: 3550 Lenox Road #2200
CITY: Atlanta STATE: GA ZIP: 30326
PHONE #: [redacted]
Email (or) Fax: [redacted]

APPLICANT: Development Authority of Columbia Co
ADDRESS: 1000 Buisness Blvd
CITY: Evans STATE: Ga ZIP: 30809
PHONE#: [redacted]
Email (or) Fa[redacted]

DISCLOSURE
Does any local government official or member of their family have a financial interest in the property, or has the applicant made campaign contributions in the aggregate of $250 or more within the past two years to any local government official? (Yes or No). **If yes, a full written disclosure must be submitted with this application.**

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

Owner's Signature	Applicant's Signature
Drew Fredrick	celdridge@developcolumbiacounty.com
Printed Name	Printed Name

Subscribed and sworn to before me on 4th day of December 2025.
By: Selma Omerefendic Notary Public

Please return original notarized application with all supporting documentation and fees, to the Columbia County Planning Department, P.O. Box 498, Evans, GA 30809. Refer to *Fee Schedule*.

SELMA OMEREFENDIC NOTARY PUBLIC MY COMMISSION EXPIRES 11/18/2029 GWINNETT COUNTY, GEORGIA

After Recording Return To:
Hull Barrett, PC
7004 Evans Town Center, 3rd Floor
Evans, GA 30809

Order No.: 2829-124

Deed Doc: WD
Recorded 12/29/2020 04:52PM
Georgia Transfer Tax Paid :
$4,522.10
CINDY MASON
Clerk Superior Court, COLUMBIA
County, Ga.
Bk 13115 Pg 0106-0108
Penalty: $0.00
Interest: $0.00
Participants:
9315989548,2364644095
$(PT61)

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF COLUMBIA

THIS INDENTURE, made this 29th day of December, 2020, between Pumpkin Center Properties, LLLP, a Georgia limited liability limited partnership, of the County of Columbia, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Development Authority of Columbia County, as party or parties of the second part, hereinafter called Grantee.

The words "Grantor" and "Grantee" whenever used herein shall include all individuals, corporations, and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein.

WITNESSETH that: Grantor, for and in consideration of the sum of One Dollars And No/100 Dollars ($1.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

See Exhibit A attached hereto and by this reference incorporated herein and made a part hereof.

SUBJECT to all zoning ordinances, easements, and restrictions of record insofar as the same may lawfully affect the above-described property.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in Fee Simple.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons owning, holding or claiming by, through or under the said Grantor.

Signatures to follow

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, this 29th day of December, 2020.

Signed, sealed and delivered in the presence of:

Pumpkin Center Properties, LLLP, a Georgia limited liability limited partnership

BY: _____
NAME: _____
ITS General Partner

_____
Unofficial Witness

_____
Notary Public

My Commission Expires: 9/18/2023

STEPHANIE L. WILLIAMS
Notary Public, Georgia
Columbia County
My Commission Expires
September 18, 2023

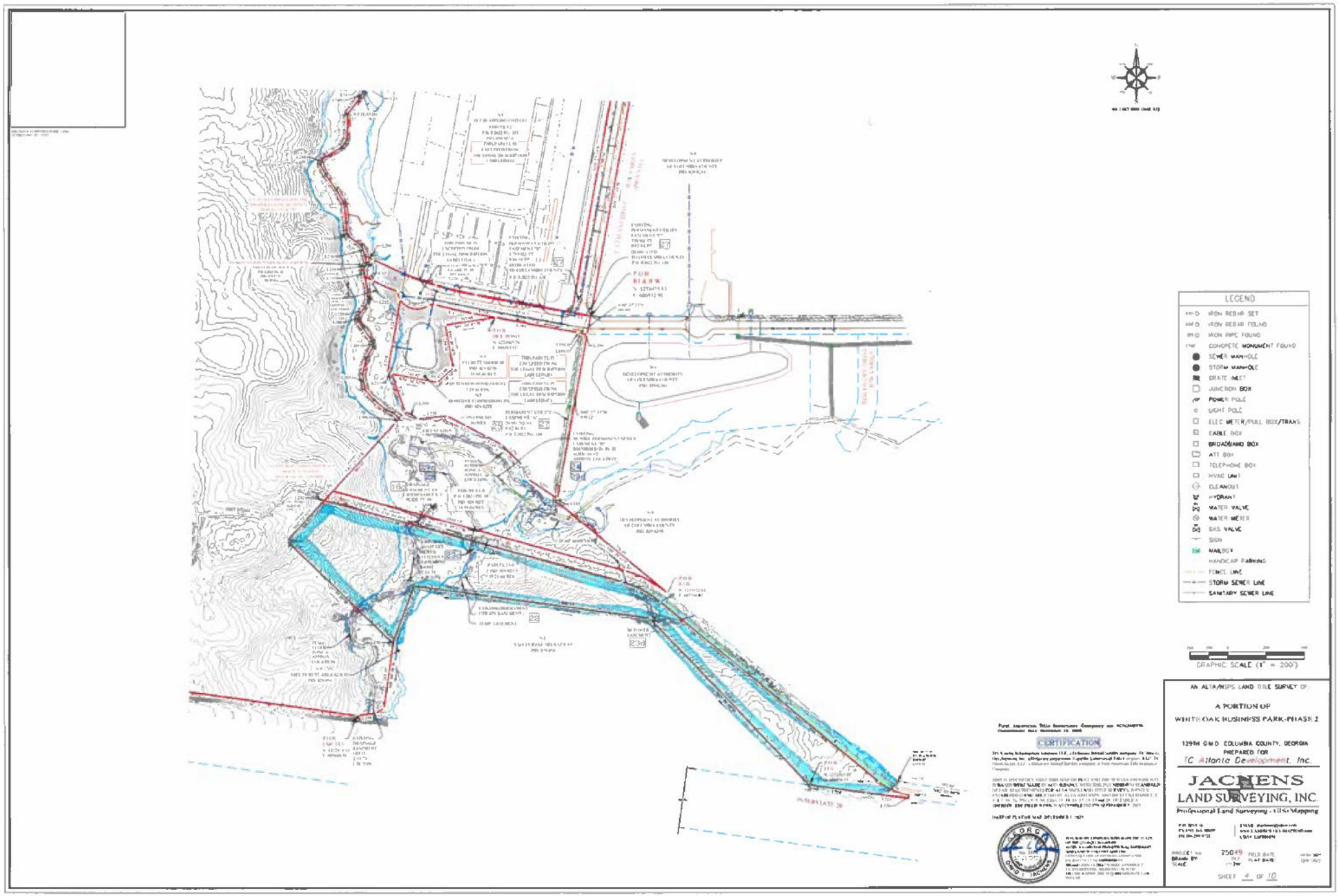
EXHIBIT A
Legal Description

All that lot or parcel of land with improvements thereon, situate, lying and being in the State of Georgia, County of Columbia, being known and designated as Tract "A", containing 19.22 acres being more particularly shown on a plat prepared by Robert L. Herrington, Jr. under date April 2, 1996 and recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia in PC "C", Slide 57 #9; reference is hereby made to said plat for a more complete and accurate description as to metes, bounds and location of said property.

TOGETHER WITH All that lot or parcel of land with improvements thereon, situate, lying and being in the State of Georgia, County of Columbia, being known and designated as Tract "B", containing 322.65 acres being more particularly shown on a plat prepared by Robert L. Herrington, Jr. under date April 2, 1996 and recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia in PC "C", Slide 57 #9; reference is hereby made to said plat for a more complete and accurate description as to metes, bounds and location of said property.

This property is conveyed subject to any restrictions and to any easements of record in said clerk's office.

Tax Parcel Number: 028 027


LEGEND
IRON REBAR SET
IRON REBAR FOUND
IRON PIPE FOUND
CONCRETE MONUMENT FOUND
SEWER MANHOLE
STORM MANHOLE
GRATE INLET
JUNCTION BOX
POWER POLE
LIGHT POLE
ELEC METER/PULL BOX/TRANS
CABLE BOX
BROADBAND BOX
ATT BOX
TELEPHONE BOX
HVAC UNIT
CLEANOUT
HYDRANT
WATER VALVE
WATER METER
GAS VALVE
SIGN
MAILBOX
HANDICAP PARKING
FENCE LINE
STORM SEWER LINE
SANITARY SEWER LINE
GRAPHIC SCALE (1" = 200')
CERTIFICATION
AN ALTA/NSPS LAND TITLE SURVEY OF
A PORTION OF
WHITE OAK BUSINESS PARK-PHASE 2
129TH G.M.D. COLUMBIA COUNTY, GEORGIA
PREPARED FOR
TC Atlanta Development, Inc.
JACHENS
LAND SURVEYING, INC.
Professional Land Surveying - GISs Mapping
PROJECT No. 25049
DRAWN BY
SCALE
FIELD DATE
PLAT DATE
SHEET 4 OF 10

Office Use Only	
Date Received:	
Public Hearing Date:	
File #	
BOC Meeting Date:	
Commission District:	

ZONING APPLICATION

COLUMBIA COUNTY, GEORGIA

PLEASE SELECTION ONE

Type of Application: ☒ Rezoning ☐ Plan Revision ☐ Variance ☐ Variation ☐ Conditional Use

Date of Application: _____

Rezoning: The undersigned requests that the property described be rezoned from M-2 to D-C.

Plan Revision[1]: The undersigned requests a revision to the current _____ zoning.

Variance[2]: The undersigned requests a variance to Section _____ of the Columbia County Code of Ordinances.

Variation[3]: The undersigned requests a variation to Section _____ of the Columbia County Code of Ordinances.

NOTE: Please see footnotes on the backside of this sheet.

PROPERTY INFORMATION:

Tax Map # _____ Parcel # 028 027 F Address: 0 Appling Harlan Rd.

(For multiple properties, please use a separate sheet of paper.) Road Frontage: 15' feet on the North / South / East / West (circle one) side of Innovation Parkway. Property area is approximately 14.59 acres and is located 2344 feet from the intersection of Innovation Pkwy and Discovery Drive. The attached plat for the property was prepared by Jaschens Land Surveying, Inc and dated 12.01.25

PROPOSED USE (for rezoning):

If approved, the property will be used for the following purpose(s):

Data Center

OWNERSHIP AND APPLICANT INFORMATION:

OWNER: TC GREEN JACKET, LLC.
ADDRESS: 3550 Lenox Road #2200
CITY: Atlanta STATE: GA ZIP: 30326
PHONE #: [redacted]
Email (or) Fa[redacted]

APPLICANT: Development Authority of Columbia Co
ADDRESS: 1000 Buisness Blvd
CITY: Evans STATE: GA ZIP: 30809
PHONE#: [redacted]
Email (or) Fa[redacted]

DISCLOSURE

Does any local government official or member of their family have a financial interest in the property, or has the applicant made campaign contributions in the aggregate of $250 or more within the past two years to any local government official? (Yes or No) **If yes, a full written disclosure must be submitted with this application.**

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

Owner's Signature

Drew Fredrick

Printed Name

Applicant's Signature

Cheney Eldridge, Executive Director

Printed Name

Subscribed and sworn to before me on 4th day of December 2025.

By: _____ Notary Public



Please return original notarized application with all supporting documentation and fees, to the Columbia County Planning Department, P.O. Box 498, Evans, GA 30809. Refer to *Fee Schedule*.

Zoning Districts

Residential Zoning Districts
- R-A (Residential Agricultural)
- R-1 (Single Family Residential)
- R-1A (Single Family Residential)
- R-2 (Single Family Residential)
- R-3 (Single Family Residential)
- R-3A (Single Family Residential) and Two Family Residential)
- R-4 (Recreational Residential)

Multi-Family Zoning Districts
- T-R (Townhouse Residential)
- A-R10 (Apartment Residential)
- A-R (Apartment Residential)

Industrial Zoning Districts
- M-1 (Light Industrial)
- M-2 (General Industrial)
- D-C (Data Center)[9]

Commercial Zoning Districts
- C-1 (Neighborhood Commercial)
- C-C (Community Commercial)
- C-2 (General Commercial)
- C-3 (Heavy Commercial)
- P-1 (Professional)

Planned Zoning Districts
- S-1 (Special District)[4]
- PDD (Planned Development District)[4]
- PUD (Planned Unit Development)[4]

Overlay Districts
- RCO 90-55[5]
- ETCOD 90-96[6]
- CPOD 90-99[7]
- NPOD 90-100[8]

FOOTNOTES:

[1] Application must include a project narrative statement and site plan when requesting a revision to S-1, PUD, and PDD zoning districts. Please refer to Columbia County Code of Ordinances, Chapter 90, Section 90-182 for specific requirements.

[2] A reason for the request and supporting documents must accompany this application. A copy of the applicable section of the covenants will be required. Variances are heard in individual hardship cases of practical difficulty, where the special circumstances or conditions are such that the strict application of the provision of the Code of Ordinances would deprive the applicant of any reasonable use of their land. Loss in value alone does not justify a variance. (Use an additional separate sheet of paper if additional sections are requested.)

[3] A reason for this request and supporting documentation must accompany this application. This is only applicable to properties within the Evans Town Center Overlay District (ETCOD), Corridor Protection Overlay District (CPOD), and Node Protection Overlay District (NPOD). (Use an additional separate sheet of paper if additional sections are requested.)

[4] These districts require additional information to be submitted with an application. Please refer to Columbia County Code of Ordinances, Chapter 90, Section 90-182.

[5] Please refer to Columbia County Code of Ordinances, Chapter 90, Section 90-55 for specific requirements of the Residential Cluster Overlay (RCO).

[6] Please refer to Columbia County Code of Ordinances, Chapter 90, Section 90-96 for specific requirements of the Evans Town Center Overlay District (ETCOD).

[7] Please refer to Columbia County Code of Ordinances, Chapter 90, Section 90-99 for specific requirements of the Corridor Protection Overlay District (CPOD).

[8] Please refer to Columbia County Code of Ordinances, Chapter 90, Section 90-100 for specific requirements of the Node Protection Overlay District (NPOD).

[9] Please refer to Columbia County Code of Ordinances, Chapter 90, Section 90-147(h)(6) for specific requirements of the D-C (Data Center) zoning district.

After Recording Return To:
Hull Barrett, PC
7004 Evans Town Center, 3rd Floor
Evans, GA 30809

Order No.: 2829-124

Deed Doc: WD
Recorded 12/29/2020 04:52PM
Georgia Transfer Tax Paid : $4,522.10
CINDY MASON
Clerk Superior Court, COLUMBIA County, Ga.
Bk 13115 Pg 0106-0108
Penalty: $0.00
Interest: $0.00
Participants:
9315989548,2364644095
$(PT61)

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF COLUMBIA

THIS INDENTURE, made this 29th day of December, 2020, between Pumpkin Center Properties, LLLP, a Georgia limited liability limited partnership, of the County of Columbia, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Development Authority of Columbia County, as party or parties of the second part, hereinafter called Grantee.

The words "Grantor" and "Grantee" whenever used herein shall include all individuals, corporations, and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein.

WITNESSETH that: Grantor, for and in consideration of the sum of One Dollars And No/100 Dollars ($1.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

See Exhibit A attached hereto and by this reference incorporated herein and made a part hereof.

SUBJECT to all zoning ordinances, easements, and restrictions of record insofar as the same may lawfully affect the above-described property.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in Fee Simple.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons owning, holding or claiming by, through or under the said Grantor.

Signatures to follow

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, this 29th day of December, 2020.

Signed, sealed and delivered in the presence of:

Pumpkin Center Properties, LLLP, a Georgia limited liability limited partnership

BY: _____
NAME: _____
ITS: General Partner

_____
Unofficial Witness

_____
Notary Public

My Commission Expires: 9/18/2023

STEPHANIE L. WILLIAMS
Notary Public, Georgia
Columbia County
My Commission Expires
September 18, 2023

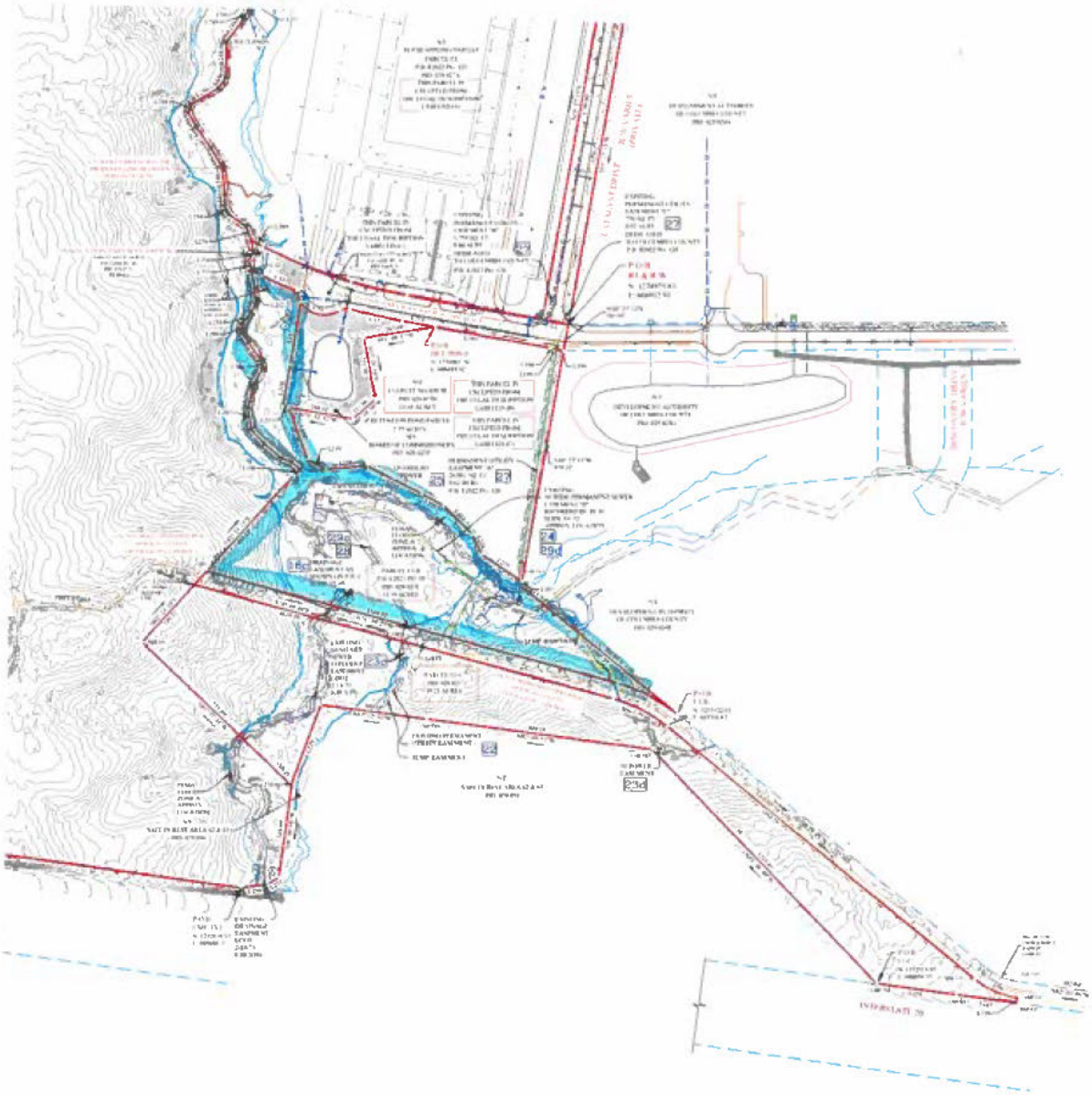
EXHIBIT A
Legal Description

All that lot or parcel of land with improvements thereon, situate, lying and being in the State of Georgia, County of Columbia, being known and designated as Tract "A", containing 19.22 acres being more particularly shown on a plat prepared by Robert L. Herrington, Jr. under date April 2, 1996 and recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia in PC "C", Slide 57 #9; reference is hereby made to said plat for a more complete and accurate description as to metes, bounds and location of said property.

TOGETHER WITH All that lot or parcel of land with improvements thereon, situate, lying and being in the State of Georgia, County of Columbia, being known and designated as Tract "B", containing 322.55 acres being more particularly shown on a plat prepared by Robert L. Herrington, Jr. under date April 2, 1996 and recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia in PC "C", Slide 57 #9; reference is hereby made to said plat for a more complete and accurate description as to metes, bounds and location of said property.

This property is conveyed subject to any restrictions and to any easements of record in said clerk's office.

Tax Parcel Number: 028 027



LEGEND

- IRON REBAR SET
- IRON REBAR FOUND
- IRON PIPE FOUND
- CONCRETE MONUMENT FOUND
- SEWER MANHOLE
- STORM MANHOLE
- GRATE INLET
- JUNCTION BOX
- POWER POLE
- LIGHT POLE
- ELEC METER/PULL BOX/TRANS
- CABLE BOX
- BROADBAND BOX
- ATT BOX
- TELEPHONE BOX
- HVAC UNIT
- CLEANOUT
- HYDRANT
- WATER VALVE
- WATER METER
- GAS VALVE
- SIGN
- MAILBOX
- HANDICAP PARKING
- FENCE LINE
- STORM SEWER LINE
- SANITARY SEWER LINE

GRAPHIC SCALE (1" = 200')

CERTIFICATION

AN ALTA/NSPS LAND TITLE SURVEY OF

A PORTION OF
WHITE OAK BUSINESS PARK-PHASE 2

129TH G.M.D. COLUMBIA COUNTY, GEORGIA
PREPARED FOR
TC Atlanta Development, Inc.

JACKENS
LAND SURVEYING, INC.
Professional Land Surveying • GIS-Mapping

PROJECT No. 25049
FIELD DATE
PLAT DATE
SCALE

SHEET 4 OF 10

Office Use Only	
Date Received:	
Public Hearing Date:	
File #	
BOC Meeting Date:	
Commission District:	

ZONING APPLICATION

COLUMBIA COUNTY, GEORGIA

PLEASE SELECTION ONE

Type of Application: ☒ Rezoning ☐ Plan Revision ☐ Variance ☐ Variation ☐ Conditional Use

Date of Application: _____

Rezoning: The undersigned requests that the property described be rezoned from M-2 to D-C.

Plan Revision[1]: The undersigned requests a revision to the current _____ zoning.

Variance[2]: The undersigned requests a variance to Section _____ of the Columbia County Code of Ordinances.

Variation[3]: The undersigned requests a variation to Section _____ of the Columbia County Code of Ordinances.

NOTE: Please see footnotes on the backside of this sheet.

PROPERTY INFORMATION:

Tax Map # _____ Parcel # 028 027I Address: 5150 Catalyst Drive

(For multiple properties, please use a separate sheet of paper.) Road Frontage: 50' feet on the North / South / East / West (circle one) side of Catalyst Drive. Property area is approximately 56.98 acres and is located 2300 feet from the intersection of Innovation and Catalyst Drive. The attached plat for the property was prepared by Jaschens Land Surveying, Inc and dated 12.01.25

PROPOSED USE (for rezoning):

If approved, the property will be used for the following purpose(s):

Data Center

OWNERSHIP AND APPLICANT INFORMATION:

OWNER: TC GREEN JACKET, LLC.

ADDRESS: 3550 Lenox Road #2200

CITY: Atlanta STATE: GA ZIP: 30326

PHONE #: [redacted]

Email (or) Fax [redacted]

APPLICANT: Development Authority of Columbia Co

ADDRESS: 1000 Buisness Blvd

CITY: Evans STATE: GA ZIP: 30809

PHONE#: [redacted]

Email (or) Fa [redacted]

DISCLOSURE

Does any local government official or member of their family have a financial interest in the property, or has the applicant made campaign contributions in the aggregate of $250 or more within the past two years to any local government official? (Yes or No). **If yes, a full written disclosure must be submitted with this application.**

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

Owner's Signature

Drew Fredrick

Printed Name

Applicant's Signature

Cheney Eldridge, Executive Director

Printed Name

Subscribed and sworn to before me on 4th day of December 2025.

By: Selma Omerefendic Notary Public

SELMA OMEREFENDIC NOTARY PUBLIC GWINNETT COUNTY, GEORGIA COMMISSION EXPIRES 11/18/2029

Please return original notarized application with all supporting documentation and fees, to the Columbia County Planning Department, P.O. Box 498, Evans, GA 30809. Refer to *Fee Schedule*.

After Recording Return To:
Hull Barrett, PC
7004 Evans Town Center, 3rd Floor
Evans, GA 30809

Order No.: 2829-124

Deed Doc: WD
Recorded 12/29/2020 04:52PM
Georgia Transfer Tax Paid :
$4,522.10
CINDY MASON
Clerk Superior Court, COLUMBIA
County, Ga.
Bk 13115 Pg 0106-0108
Penalty: $0.00
Interest: $0.00
Participants:
9315989548,2364644095
$(PT61)

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF COLUMBIA

THIS INDENTURE, made this 29th day of December, 2020, between Pumpkin Center Properties, LLLP, a Georgia limited liability limited partnership, of the County of Columbia, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Development Authority of Columbia County, as party or parties of the second part, hereinafter called Grantee.

The words "Grantor" and "Grantee" whenever used herein shall include all individuals, corporations, and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein.

WITNESSETH that: Grantor, for and in consideration of the sum of One Dollars And No/100 Dollars ($1.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

See Exhibit A attached hereto and by this reference incorporated herein and made a part hereof.

SUBJECT to all zoning ordinances, easements, and restrictions of record insofar as the same may lawfully affect the above-described property.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in Fee Simple.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons owning, holding or claiming by, through or under the said Grantor.

Signatures to follow

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, this 29th day of December, 2020.

Signed, sealed and delivered in the presence of

Pumpkin Center Properties, LLLP, a Georgia limited liability limited partnership

BY: _____
NAME: _____
ITS: General Partner

Unofficial Witness

Notary Public

My Commission Expires: 9/18/2023

STEPHANIE L. WILLIAMS
Notary Public, Georgia
Columbia County
My Commission Expires
September 18, 2023

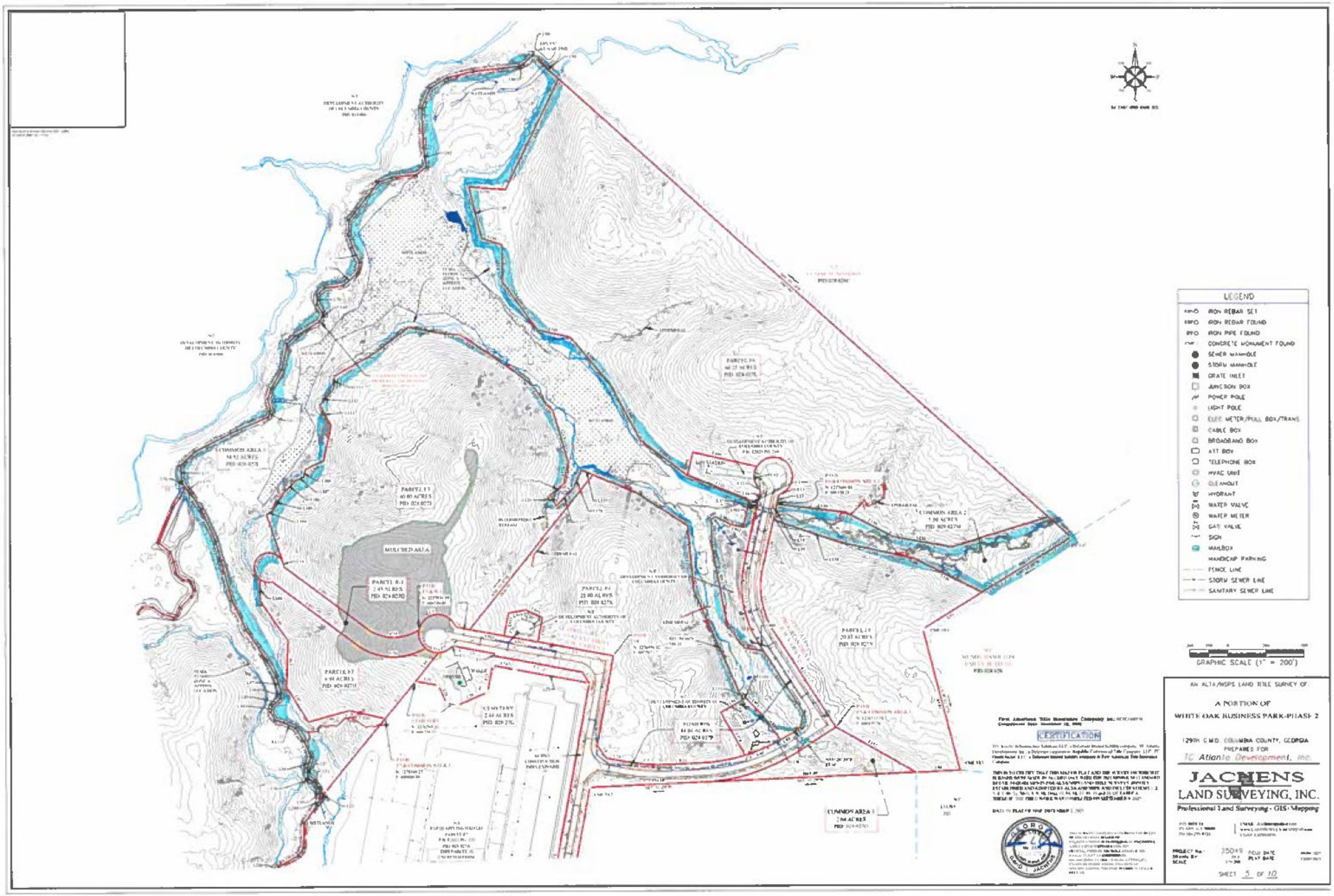
EXHIBIT A
Legal Description

All that lot or parcel of land with improvements thereon, situate, lying and being in the State of Georgia, County of Columbia, being known and designated as Tract "A", containing 19.22 acres being more particularly shown on a plat prepared by Robert L. Herrington, Jr. under date April 2, 1996 and recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia in PC "C", Slide 57 #9; reference is hereby made to said plat for a more complete and accurate description as to metes, bounds and location of said property.

TOGETHER WITH All that lot or parcel of land with improvements thereon, situate, lying and being in the State of Georgia, County of Columbia, being known and designated as Tract "B", containing 322.55 acres being more particularly shown on a plat prepared by Robert L. Herrington, Jr. under date April 2, 1996 and recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia in PC "C", Slide 57 #9; reference is hereby made to said plat for a more complete and accurate description as to metes, bounds and location of said property.

This property is conveyed subject to any restrictions and to any easements of record in said clerk's office.

Tax Parcel Number: 028 027


LEGEND
IRON REBAR SET
IRON REBAR FOUND
IRON PIPE FOUND
CONCRETE MONUMENT FOUND
SEWER MANHOLE
STORM MANHOLE
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JUNCTION BOX
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FENCE LINE
STORM SEWER LINE
SANITARY SEWER LINE
GRAPHIC SCALE (1" = 200')
MULCHED AREA
CERTIFICATION
AN ALTA/NSPS LAND TITLE SURVEY OF
A PORTION OF
WHITE OAK BUSINESS PARK-PHASE 2
129TH G.M.D. COLUMBIA COUNTY, GEORGIA
PREPARED FOR
TC Atlanta Development, Inc.
JACHENS
LAND SURVEYING, INC.
Professional Land Surveying · GIS · Mapping
SHEET 5 OF 10

Office Use Only	
Date Received:	
Public Hearing Date:	
File #	
BOC Meeting Date:	
Commission District:	

ZONING APPLICATION

COLUMBIA COUNTY, GEORGIA

PLEASE SELECTION ONE

Type of Application: [X] Rezoning [ ] Plan Revision [ ] Variance [ ] Variation [ ] Conditional Use

Date of Application: _____

Rezoning: The undersigned requests that the property described be rezoned from M-2 to D-C.

Plan Revision[1]: The undersigned requests a revision to the current _____ zoning.

Variance[2]: The undersigned requests a variance to Section _____ of the Columbia County Code of Ordinances.

Variation[3]: The undersigned requests a variation to Section _____ of the Columbia County Code of Ordinances.

NOTE: Please see footnotes on the backside of this sheet.

PROPERTY INFORMATION:

Tax Map # _____ Parcel # 028 027L Address: 870 Progress Dr.
(For multiple properties, please use a separate sheet of paper.) Road Frontage: 200' feet on the North / South / East / West (circle one) side of Progress Drive. Property area is approximately 65.54 acres and is located 1800 feet from the intersection of Catalyst Drive and Progress Drive. The attached plat for the property was prepared by Jaschens Land Surveying, Inc and dated 12.01.25

PROPOSED USE (for rezoning):
If approved, the property will be used for the following purpose(s):
Data Center

OWNERSHIP AND APPLICANT INFORMATION:

OWNER: TC GREEN JACKET, LLC.
ADDRESS: 3550 Lenox Road #2200
CITY: Atlanta STATE: GA ZIP: 30326
PHONE #: [redacted]
Email (or) Fax: [redacted]

APPLICANT: Development Authority of Columbia Co
ADDRESS: 1000 Buisness Blvd
CITY: Evans STATE: Ga ZIP: 30809
PHONE#: [redacted]
Email (or) Fax: [redacted]

DISCLOSURE
Does any local government official or member of their family have a financial interest in the property, or has the applicant made campaign contributions in the aggregate of $250 or more within the past two years to any local government official? (Yes or No) **If yes, a full written disclosure must be submitted with this application.**

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

Owner's Signature

Drew Fredrick
Printed Name

Applicant's Signature

Cheney Eldridge, Executive Director
Printed Name

Subscribed and sworn to before me on 4th day of December 20 25
By: _____ Notary Public

ELMA OMEREFENDIC NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES 11/18/2029

Please return original notarized application with all supporting documentation and fees, to the Columbia County Planning Department, P.O. Box 498, Evans, GA 30809. Refer to *Fee Schedule*.

After Recording Return To:
Hull Barrett, PC
7004 Evans Town Center, 3rd Floor
Evans, GA 30809

Order No.: 2829-124

Deed Doc: WD
Recorded 12/29/2020 04:52PM
Georgia Transfer Tax Paid :
$4,522.10
CINDY MASON
Clerk Superior Court, COLUMBIA
County, Ga.
Bk 13115 Pg 0106-0108
Penalty: $0.00
Interest: $0.00
Participants:
9315989548,2364644095
$(PT61)

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COUNTY OF COLUMBIA

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WITNESSETH that: Grantor, for and in consideration of the sum of One Dollars And No/100 Dollars ($1.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

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TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in Fee Simple.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons owning, holding or claiming by, through or under the said Grantor.

Signatures to follow

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, this 29th day of December, 2020.

Signed, sealed and delivered in the presence of:

Pumpkin Center Properties, LLLP, a Georgia limited liability limited partnership

BY: _____
NAME: _____
ITS: General Partner

_____
Unofficial Witness

_____
Notary Public

My Commission Expires: 9/18/2023

STEPHANIE L. WILLIAMS
Notary Public, Georgia
Columbia County
My Commission Expires
September 18, 2023

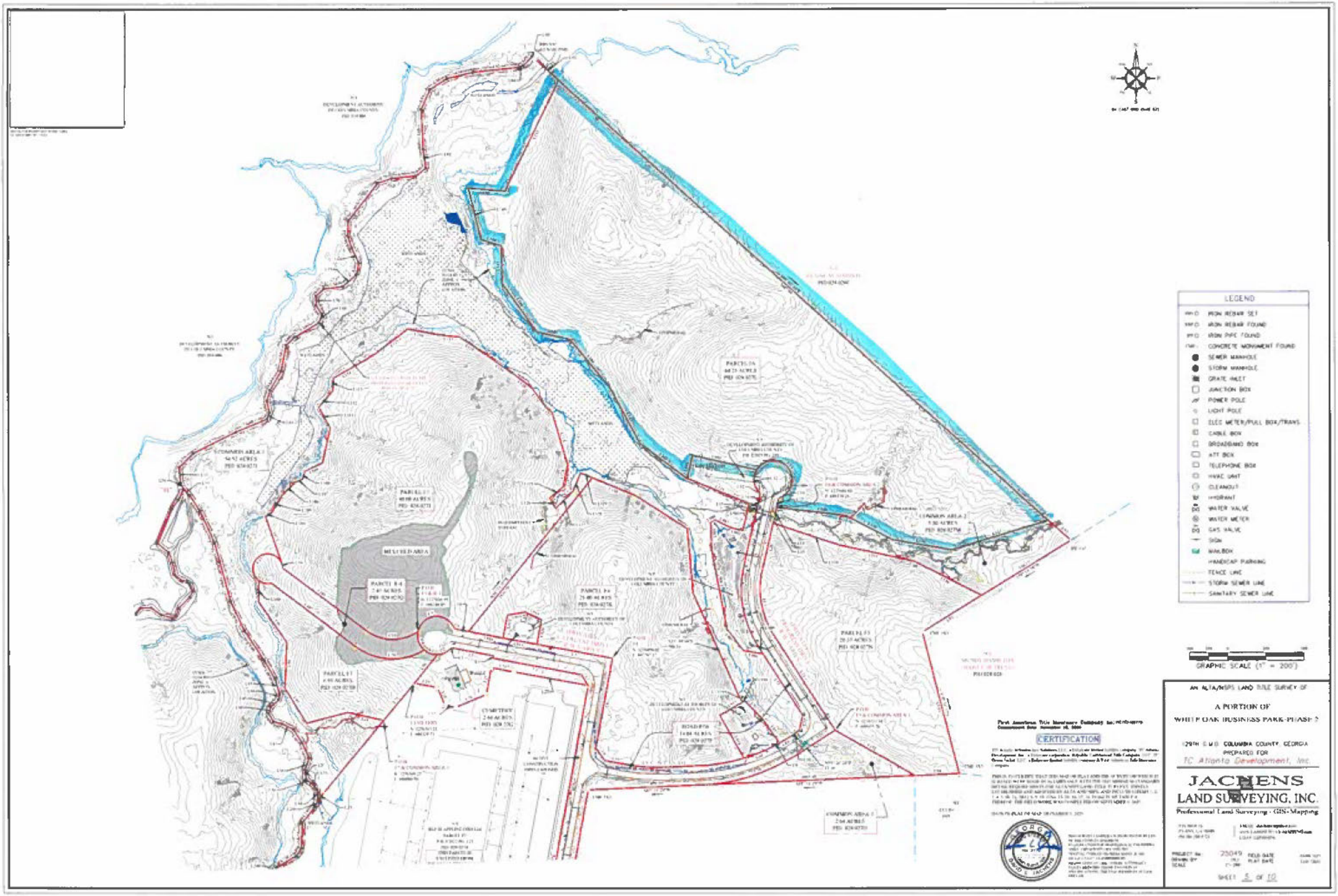
EXHIBIT A
Legal Description

All that lot or parcel of land with improvements thereon, situate, lying and being in the State of Georgia, County of Columbia, being known and designated as Tract "A", containing 19.22 acres being more particularly shown on a plat prepared by Robert L. Herrington, Jr. under date April 2, 1996 and recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia in PC "C", Slide 57 #9; reference is hereby made to said plat for a more complete and accurate description as to metes, bounds and location of said property.

TOGETHER WITH All that lot or parcel of land with improvements thereon, situate, lying and being in the State of Georgia, County of Columbia, being known and designated as Tract "B", containing 322.55 acres being more particularly shown on a plat prepared by Robert L. Herrington, Jr. under date April 2, 1996 and recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia in PC "C", Slide 57 #9; reference is hereby made to said plat for a more complete and accurate description as to metes, bounds and location of said property.

This property is conveyed subject to any restrictions and to any easements of record in said clerk's office.

Tax Parcel Number: 028 027


LEGEND
IRON REBAR SET
IRON REBAR FOUND
IRON PIPE FOUND
CONCRETE MONUMENT FOUND
SEWER MANHOLE
STORM MANHOLE
GRATE INLET
JUNCTION BOX
POWER POLE
LIGHT POLE
ELEC METER/PULL BOX/TRANS.
CABLE BOX
BROADBAND BOX
ATT BOX
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HVAC UNIT
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WATER VALVE
WATER METER
GAS VALVE
SIGN
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FENCE LINE
STORM SEWER LINE
SANITARY SEWER LINE
GRAPHIC SCALE (1" = 200')
CERTIFICATION
AN ALTA/NSPS LAND TITLE SURVEY OF
A PORTION OF
WHITE OAK BUSINESS PARK-PHASE 2
129TH G.M.D. COLUMBIA COUNTY, GEORGIA
PREPARED FOR
TC Atlanta Development, Inc.
JACKENS
LAND SURVEYING, INC.
Professional Land Surveying - GIS-Mapping
25049
SHEET 5 OF 10

Office Use Only	
Date Received:	
Public Hearing Date:	
File #	
BOC Meeting Date:	
Commission District:	

ZONING APPLICATION

COLUMBIA COUNTY, GEORGIA

PLEASE SELECTION ONE

Type of Application: [X] Rezoning [ ] Plan Revision [ ] Variance [ ] Variation [ ] Conditional Use

Date of Application: _____

Rezoning: The undersigned requests that the property described be rezoned from M-2 to D-C.

Plan Revision[1]: The undersigned requests a revision to the current _____ zoning.

Variance[2]: The undersigned requests a variance to Section _____ of the Columbia County Code of Ordinances.

Variation[3]: The undersigned requests a variation to Section _____ of the Columbia County Code of Ordinances.

NOTE: Please see footnotes on the backside of this sheet.

PROPERTY INFORMATION:

Tax Map # _____ Parcel # 028 027J Address: 5145 Catalyst Dr

(For multiple properties, please use a separate sheet of paper.) Road Frontage: 129' feet on the North / South / East / West (circle one) side of Catalyst Drive. Property area is approximately 40.03 acres and is located 1000' feet from the intersection of Catalyst Drive and Progress Drive. The attached plat for the property was prepared by Jaschens Land Surveying, Inc and dated 12 01 25

PROPOSED USE (for rezoning):

If approved, the property will be used for the following purpose(s):

Data Center

OWNERSHIP AND APPLICANT INFORMATION:

OWNER: TC GREEN JACKET, LLC.
ADDRESS: 3550 Lenox Road #2200
CITY: Atlanta STATE: GA ZIP: 30326
PHONE #: [redacted]
Email (or) Fax [redacted]

APPLICANT: Development Authority of Columbia Co
ADDRESS: 1000 Buisness Blvd
CITY: Evans STATE: Ga ZIP: 30809
PHONE#: [redacted]
Email (or) F [redacted]

DISCLOSURE

Does any local government official or member of their family have a financial interest in the property, or has the applicant made campaign contributions in the aggregate of $250 or more within the past two years to any local government official? (Yes or No) **If yes, a full written disclosure must be submitted with this application.**

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

Owner's Signature

Drew Fredrick
Printed Name

Applicant's Signature

Cheney Eldridge, Executive Director
Printed Name

Subscribed and sworn to before me on 4th day of December 2025.

By: Selma Omerefendic Notary Public

SELMA OMEREFENDIC NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES 11/18/2029

Please return original notarized application with all supporting documentation and fees, to the Columbia County Planning Department, P.O. Box 498, Evans, GA 30809. Refer to *Fee Schedule*.

After Recording Return To:
Hull Barrett, PC
7004 Evans Town Center, 3rd Floor
Evans, GA 30809

Order No.: 2829-124

Deed Doc: WD
Recorded 12/29/2020 04:52PM
Georgia Transfer Tax Paid : $4,522.10
CINDY MASON
Clerk Superior Court, COLUMBIA County, Ga.
Bk 13115 Pg 0106-0108
Penalty: $0.00
Interest: $0.00
Participants:
9315989548,2364644095
$(PT61)

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF COLUMBIA

THIS INDENTURE, made this 29th day of December, 2020, between Pumpkin Center Properties, LLLP, a Georgia limited liability limited partnership, of the County of Columbia, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Development Authority of Columbia County, as party or parties of the second part, hereinafter called Grantee.

The words "Grantor" and "Grantee" whenever used herein shall include all individuals, corporations, and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein.

WITNESSETH that: Grantor, for and in consideration of the sum of One Dollars And No/100 Dollars ($1.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

See Exhibit A attached hereto and by this reference incorporated herein and made a part hereof.

SUBJECT to all zoning ordinances, easements, and restrictions of record insofar as the same may lawfully affect the above-described property.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in Fee Simple.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons owning, holding or claiming by, through or under the said Grantor.

Signatures to follow

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, this 29th day of December, 2020.

Signed, sealed and delivered in the presence of

Pumpkin Center Properties, LLLP, a Georgia limited liability limited partnership

BY: _____
NAME: _____
ITS: General Partner

_____
Unofficial Witness

_____
Notary Public

My Commission Expires: 9/18/2023

STEPHANIE L. WILLIAMS
Notary Public, Georgia
Columbia County
My Commission Expires
September 18, 2023

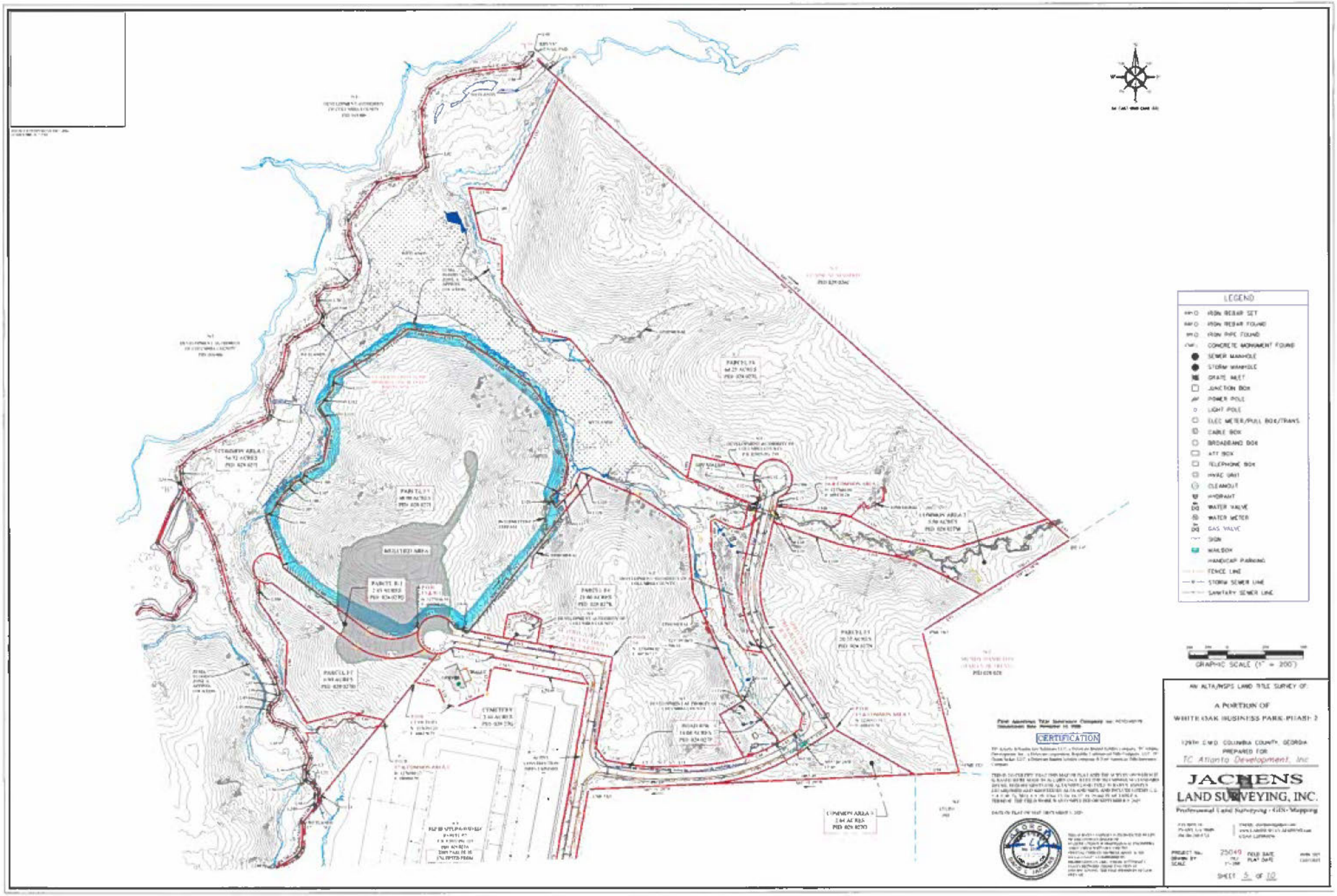
EXHIBIT A
Legal Description

All that lot or parcel of land with improvements thereon, situate, lying and being in the State of Georgia, County of Columbia, being known and designated as Tract "A", containing 19.22 acres being more particularly shown on a plat prepared by Robert L. Herrington, Jr. under date April 2, 1996 and recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia in PC "C", Slide 57 #9; reference is hereby made to said plat for a more complete and accurate description as to metes, bounds and location of said property.

TOGETHER WITH All that lot or parcel of land with improvements thereon, situate, lying and being in the State of Georgia, County of Columbia, being known and designated as Tract "B", containing 322.55 acres being more particularly shown on a plat prepared by Robert L. Herrington, Jr. under date April 2, 1996 and recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia in PC "C", Slide 57 #9; reference is hereby made to said plat for a more complete and accurate description as to metes, bounds and location of said property.

This property is conveyed subject to any restrictions and to any easements of record in said clerk's office.

Tax Parcel Number: 028 027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GRAPHIC SCALE (1" = 200')
CERTIFICATION
AN ALTA/NSPS LAND TITLE SURVEY OF:
A PORTION OF
WHITE OAK BUSINESS PARK-PHASE 2
129TH G.M.D. COLUMBIA COUNTY, GEORGIA
PREPARED FOR:
TC Atlanta Development, Inc
JACHENS
LAND SURVEYING, INC.
Professional Land Surveying • GIS • Mapping
PROJECT No. 25049
FIELD DATE
PLAT DATE
SCALE 1" = 200'
SHEET 5 OF 10

Office Use Only
Date Received:
Public Hearing Date:
File #
BOC Meeting Date:
Commission District:

ZONING APPLICATION

COLUMBIA COUNTY, GEORGIA

PLEASE SELECTION ONE

Type of Application: [X] Rezoning [ ] Plan Revision [ ] Variance [ ] Variation [ ] Conditional Use

Date of Application: _____

Rezoning: The undersigned requests that the property described be rezoned from M-2 to D-C.

Plan Revision[1]: The undersigned requests a revision to the current _____ zoning.

Variance[2]: The undersigned requests a variance to Section _____ of the Columbia County Code of Ordinances.

Variation[3]: The undersigned requests a variation to Section _____ of the Columbia County Code of Ordinances.

NOTE: Please see footnotes on the backside of this sheet.

PROPERTY INFORMATION:

Tax Map # _____ Parcel # 028 027N Address: 845 Progress Dr.
(For multiple properties, please use a separate sheet of paper.) Road Frontage: 825' feet on the North / South / East / West (circle one) side of Progress Drive. Property area is approximately 20.37 acres and is located 600 feet from the intersection of Catalyst Drive and Progress Drive. The attached plat for the property was prepared by Jaschens Land Surveying, Inc and dated 12.01.25

PROPOSED USE (for rezoning):
If approved, the property will be used for the following purpose(s):
Data Center

OWNERSHIP AND APPLICANT INFORMATION:

OWNER: TC GREEN JACKET, LLC.
ADDRESS: 3550 Lenox Road #2200
CITY: Atlanta STATE GA ZIP: 30326
PHONE #: [redacted]
Email (or) Fax [redacted]

APPLICANT: Development Authority of Columbia Co
ADDRESS: 1000 Buisness Blvd
CITY: Atlanta STATE: GA ZIP: 30809
PHONE#: [redacted]
Email (or) F [redacted]

DISCLOSURE
Does any local government official or member of their family have a financial interest in the property, or has the applicant made campaign contributions in the aggregate of $250 or more within the past two years to any local government official? (Yes or No). **If yes, a full written disclosure must be submitted with this application.**

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

Owner's Signature

Drew Fredrick
Printed Name

Applicant's Signature

Cheney Eldridge, Executive Director
Printed Name

Subscribed and sworn to before me on 4th day of December 2025.
By: Selma Omerefendic Notary Public

SELMA OMEREFENDIC NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES 11/18/2029

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See Exhibit A attached hereto and by this reference incorporated herein and made a part hereof.

SUBJECT to all zoning ordinances, easements, and restrictions of record insofar as the same may lawfully affect the above-described property.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in Fee Simple.

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Signatures to follow

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, this 29th day of December, 2020.

Signed, sealed and delivered in the presence of

Pumpkin Center Properties, LLLP, a Georgia limited liability limited partnership

BY: _____
NAME: _____
ITS: General Partner

_____
Unofficial Witness

_____
Notary Public

My Commission Expires: 9/18/2023

STEPHANIE L. WILLIAMS
Notary Public, Georgia
Columbia County
My Commission Expires
September 18, 2023

EXHIBIT A
Legal Description

All that lot or parcel of land with improvements thereon, situate, lying and being in the State of Georgia, County of Columbia, being known and designated as Tract "A", containing 19.22 acres being more particularly shown on a plat prepared by Robert L. Herrington, Jr. under date April 2, 1996 and recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia in PC "C", Slide 57 #9, reference is hereby made to said plat for a more complete and accurate description as to metes, bounds and location of said property.

TOGETHER WITH All that lot or parcel of land with improvements thereon, situate, lying and being in the State of Georgia, County of Columbia, being known and designated as Tract "B", containing 322.55 acres being more particularly shown on a plat prepared by Robert L. Herrington, Jr. under date April 2, 1996 and recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia in PC "C", Slide 57 #9; reference is hereby made to said plat for a more complete and accurate description as to metes, bounds and location of said property.

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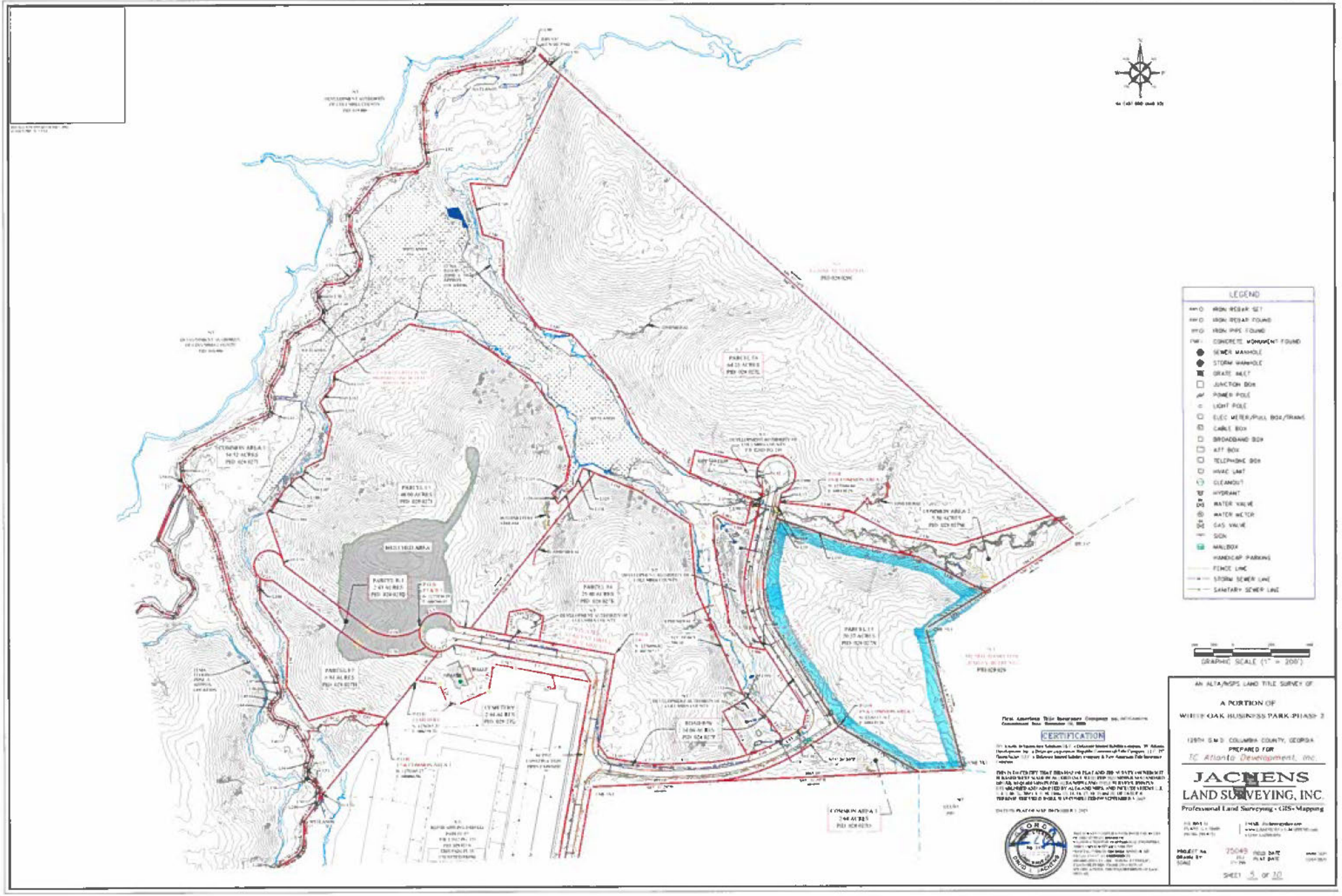
Tax Parcel Number: 028 027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SHEET 5 OF 10

Office Use Only	
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ZONING APPLICATION

COLUMBIA COUNTY, GEORGIA

PLEASE SELECTION ONE

Type of Application: [X] Rezoning [ ] Plan Revision [ ] Variance [ ] Variation [ ] Conditional Use

Date of Application: _____

Rezoning: The undersigned requests that the property described be rezoned from M-2 to D-C.

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NOTE: Please see footnotes on the backside of this sheet.

PROPERTY INFORMATION:

Tax Map # _____ Parcel # 028 027K Address: 820 Progress Dr.

(For multiple properties, please use a separate sheet of paper.) Road Frontage: 1500 feet on the North / South / East / West (circle one) side of Catalyst and Progress. Property area is approximately 26.89 acres and is located 0 feet from the intersection of Catalyst Drive and Progress Drive. The attached plat for the property was prepared by Jaschens Land Surveying, Inc and dated 12.01.25

PROPOSED USE (for rezoning):

If approved, the property will be used for the following purpose(s):

Data Center

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OWNER: TC GREEN JACKET, LLC.
ADDRESS: 3550 Lenox Road #2200
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Printed Name

Applicant's Signature

Cheney Eldridge, Executive Director
Printed Name

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IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, this 29th day of December, 2020.

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Pumpkin Center Properties, LLLP, a Georgia limited liability limited partnership

BY: _____
NAME: _____
ITS: General Partner

_____
Unofficial Witness

_____
Notary Public

My Commission Expires: 9/18/2023

STEPHANIE L. WILLIAMS
Notary Public, Georgia
Columbia County
My Commission Expires
September 18, 2023

EXHIBIT A
Legal Description

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TOGETHER WITH All that lot or parcel of land with improvements thereon, situate, lying and being in the State of Georgia, County of Columbia, being known and designated as Tract "B", containing 322.55 acres being more particularly shown on a plat prepared by Robert L. Herrington, Jr. under date April 2, 1996 and recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia in PC "C", Slide 57 #9; reference is hereby made to said plat for a more complete and accurate description as to metes, bounds and location of said property.

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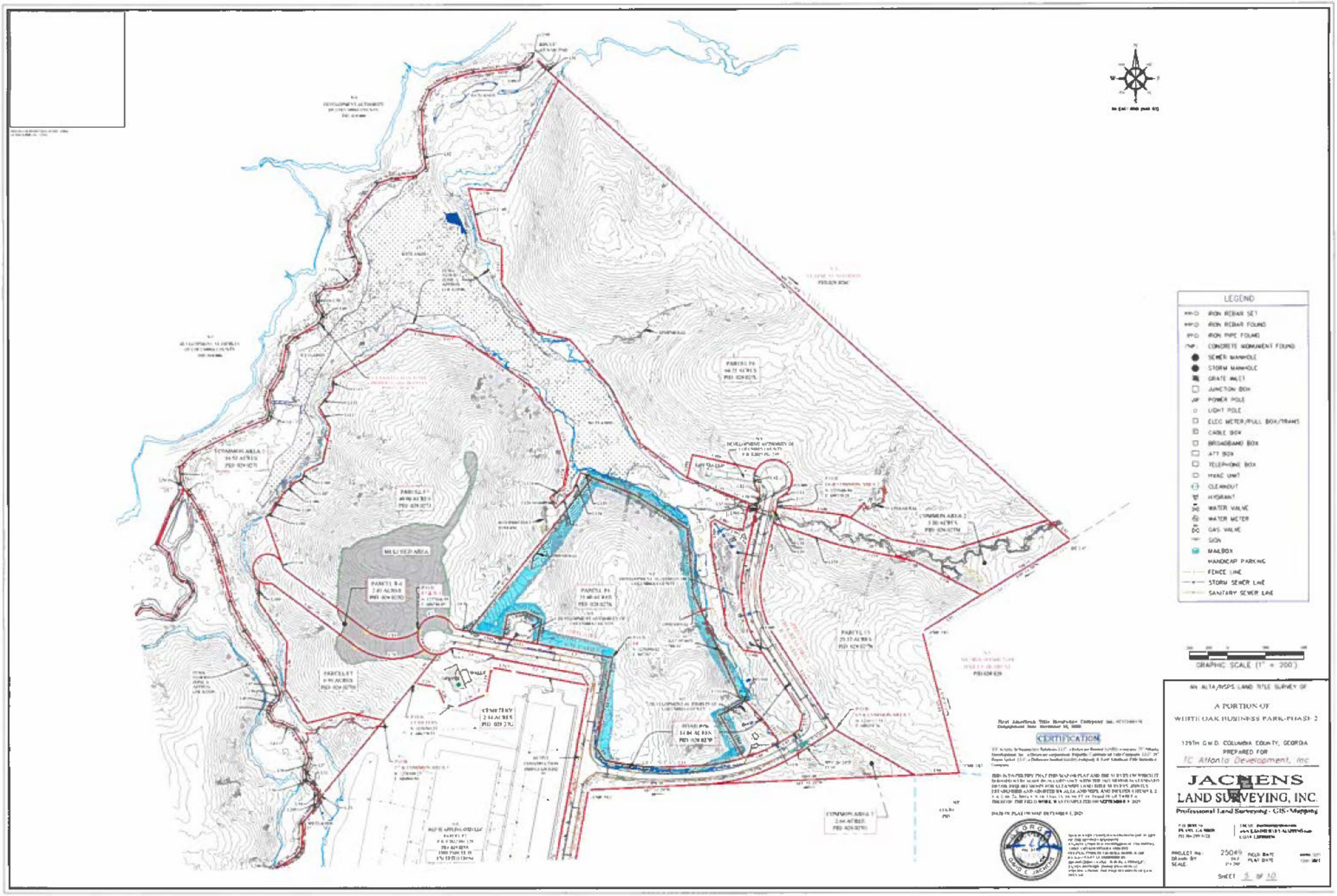
Tax Parcel Number: 028 027


LEGEND
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SCALE
SHEET 5 OF 10

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ZONING APPLICATION

COLUMBIA COUNTY, GEORGIA

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Variation[3]: The undersigned requests a variation to Section _____ of the Columbia County Code of Ordinances.

NOTE: Please see footnotes on the backside of this sheet.

PROPERTY INFORMATION:

Tax Map # _____ Parcel # 028 027H Address: 5140 Catalyst Dr.

(For multiple properties, please use a separate sheet of paper.) Road Frontage: 50' feet on the North / South / East / West (circle one) side of Catalyst Drive. Property area is approximately 6.94 acres and is located 1029 feet from the intersection of Catalyst Drive and Progress Drive. The attached plat for the property was prepared by Jaschens Land Surveying, Inc. and dated 12.01.25

PROPOSED USE (for rezoning):

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BY: _____

NAME: _____

ITS: General Partner

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Unofficial Witness

_____
Notary Public

My Commission Expires: 9/18/2023

STATE OF GEORGIA

STEPHANIE L. WILLIAMS
Notary Public, Georgia
Columbia County
My Commission Expires
September 18, 2023

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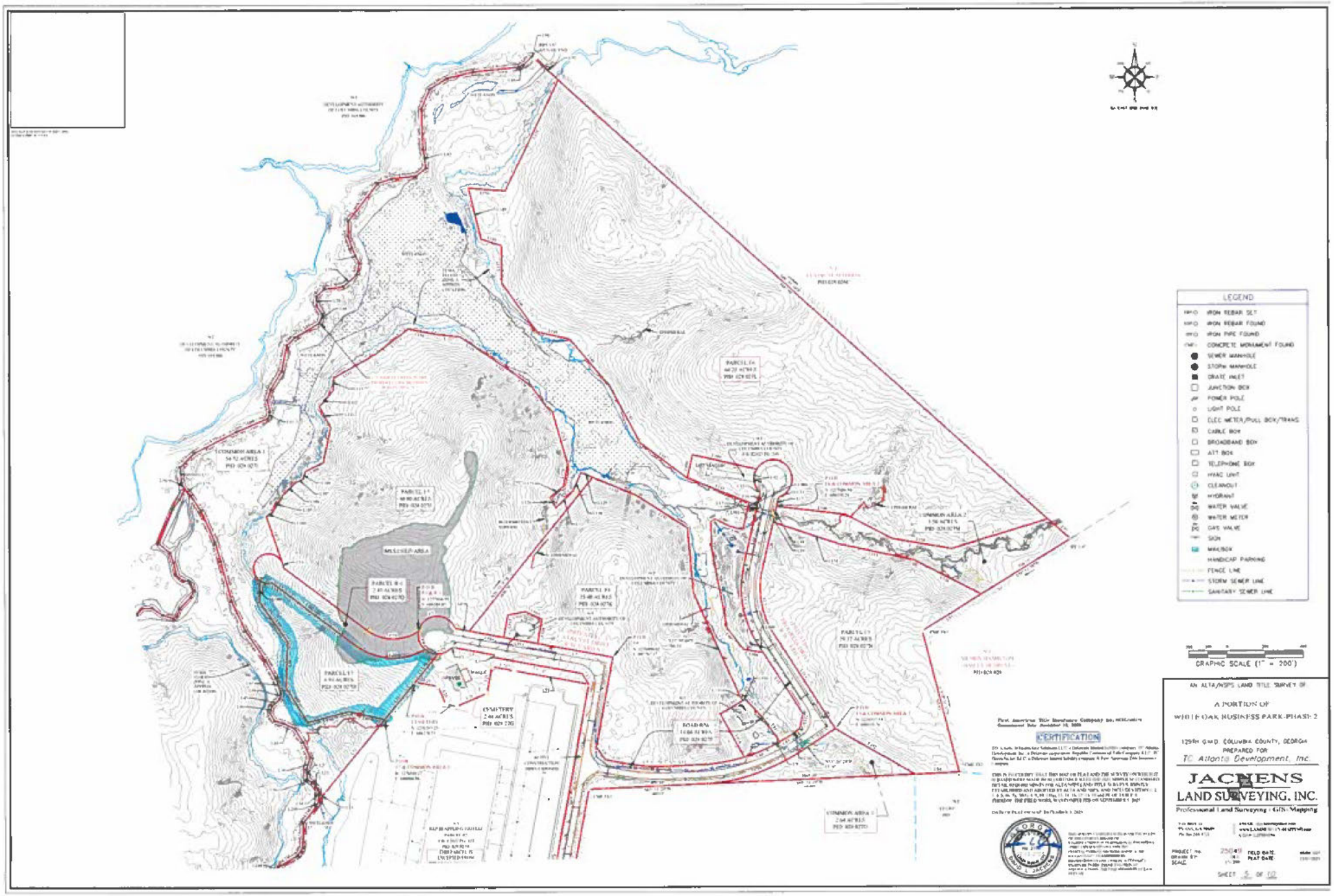
This property is conveyed subject to any restrictions and to any easements of record in said clerk's office.

Tax Parcel Number: 028 027


LEGEND
IRON REBAR SET
IRON REBAR FOUND
IRON PIPE FOUND
CONCRETE MONUMENT FOUND
SEWER MANHOLE
STORM MANHOLE
DRAIN INLET
JUNCTION BOX
POWER POLE
LIGHT POLE
ELEC METER/PULL BOX/TRANS
CABLE BOX
BROADBAND BOX
ATT BOX
TELEPHONE BOX
HVAC UNIT
CLEANOUT
HYDRANT
WATER VALVE
WATER METER
GAS VALVE
SIGN
MAILBOX
HANDICAP PARKING
FENCE LINE
STORM SEWER LINE
SANITARY SEWER LINE
GRAPHIC SCALE (1" = 200')
CERTIFICATION
AN ALTA/NSPS LAND TITLE SURVEY OF
A PORTION OF
WHITE OAK BUSINESS PARK-PHASE 2
125TH G.M.D. COLUMBIA COUNTY, GEORGIA
PREPARED FOR
TC Atlanta Development, Inc.
JACKENS
LAND SURVEYING, INC.
Professional Land Surveying - GIS - Mapping
SHEET 5 OF 10

Office Use Only
Date Received: _____
Public Hearing Date: _____
File # _____
BOC Meeting Date: _____
Commission District: _____

ZONING APPLICATION

COLUMBIA COUNTY, GEORGIA

PLEASE SELECTION ONE

Type of Application: ☒ Rezoning ☐ Plan Revision ☐ Variance ☐ Variation ☐ Conditional Use

Date of Application: 12/5/2025

Rezoning: The undersigned requests that the property described be rezoned from S-1 to D-C.

Plan Revision[1]**:** The undersigned requests a revision to the current _____ zoning.

Variance[2]**:** The undersigned requests a variance to Section _____ of the Columbia County Code of Ordinances.

Variation[3]**:** The undersigned requests a variation to Section _____ of the Columbia County Code of Ordinances.

NOTE: Please see footnotes on the backside of this sheet.

PROPERTY INFORMATION:

Tax Map # _____ Parcel # 018 006 Address: 0 Morris Callaway Rd

(For multiple properties, please use a separate sheet of paper.) Road Frontage: 50' feet on the North / South / East / West (circle one) side of Morris Callaway Road. Property area is approximately 1624.5 acres and is located 5926' feet from the intersection of White Oak Buisness Park and Appling Harlem Road. The attached plat for the property was prepared by Cranston Engineering and dated 11.21.25

PROPOSED USE (for rezoning):

If approved, the property will be used for the following purpose(s):

Data Center

OWNERSHIP AND APPLICANT INFORMATION:

OWNER: TC GREEN JACKET LLC

ADDRESS: 3550 LENOX ROAD #2200

CITY: Atlanta STATE: GA ZIP: 30326

PHONE #: [redacted]

Email (or) Fa[redacted]

APPLICANT: Development Authority of Columbia County

ADDRESS: 1100 Riverview Boulevard

CITY: Evans STATE: GA ZIP: 30809

PHONE#: [redacted]

Email (or) F[redacted]

DISCLOSURE

Does any local government official or member of their family have a financial interest in the property, or has the applicant made campaign contributions in the aggregate of $250 or more within the past two years to any local government official? (Yes or No) **If yes, a full written disclosure must be submitted with this application.**

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

Owner's Signature

DREW FREDRICK

Printed Name

Applicant's Signature

Chaney Eldridge, Executive Director

Printed Name

Subscribed and sworn to before me on 5th day of December 2025

By: Anita Patel Notary Public

ANITA PATEL NOTARY PUBLIC COLUMBIA COUNTY, GEORGIA MY COMMISSION EXPIRES MARCH 05, 2026

Please return original notarized application with all supporting documentation and fees, to the Columbia County Planning Department, P.O. Box 498, Evans, GA 30809. Refer to *Fee Schedule*.

FLOOD NOTE:

ACCORDING TO THE OFFICIAL FEMA FLOOD HAZARD MAP, FIRM PANEL 13073C0191E EFFECTIVE NOVEMBER 16, 2006 FOR TOWN OF THIS PROPERTY IS/WAS ZONE "A" – AREA OF 1% ANNUAL HAZARD AREA WITHOUT BASE FLOOD ELEVATION (BFE) – AND IS SITUATED IN WITH THE DESIGNATED 100 YEAR FLOOD PLAIN

TECHNICAL DATA:

DATE OF SURVEY - APRIL 16-25, 2025
EQUIPMENT USED - TRIMBLE R12i GNSS RECEIVER, TRIMBLE TOTAL STATION & ECHO
ANGULAR PRECISION - 1" PER ANGLE
FIELD PRECISION - 1 in 10,000'
PLAT CLOSURE - 1 in 8,511.39
COMPASS ADJUSTMENT
BEARINGS SHOWN ARE GRID/NAD

UTILITY NOTE:

THE EXISTENCE, RESIDENCE, LOCATIONS, AND DEPTHS OF UTILITIES AND UNDERGROUND ITEMS HAVE BEEN DETERMINED BY ORDINARY SURVEYING METHODS, FROM FIELD OBSERVATIONS, AND FROM INFORMATION FURNISHED BY THE UTILITY COMPANIES, AND ARE NOT GUARANTEED

FOR CLERK OF COURT'S USE ONLY

SURVEYOR STATEMENTS:

1. EVIDENCE OF WETLANDS WERE OBSERVED ON THE SUBJECT PROPERTY AND LOCATED AT THE TIME THE SURVEY WAS CONDUCTED
2. THERE IS NO OBSERVABLE EVIDENCE OF OIL, GAS, MINERALS OR DRILLING RELATED THERETO ON THE SUBJECT PROPERTY
3. THERE IS NO OBSERVABLE EVIDENCE OF THE SUBJECT PROPERTY BEING USED AS A SOLID WASTE DUMP, SUMP, LANDFILL, OR SANITARY LANDFILL
4. THERE IS NOT EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK
5. THERE IS NO EVIDENCE OF OBSERVED CEMETERIES OR FAMILY BURIAL SITES ON THE SUBJECT PROPERTY AT THE TIME THE SURVEY WAS CONDUCTED
6. THERE IS NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK
7. UNDERGROUND UTILITIES WERE NOT MARKED AND LOCATED
8. ALL IMPROVEMENTS WERE NOT LOCATED DURING THIS SURVEY
9. THE SUBJECT PROPERTY HAS DIRECT PEDESTRIAN AND VEHICLE ACCESS TO MORRIS CALLAWAY ROAD, A PUBLIC RIGHT OF WAY WITH NO CURB, GUTTERS, SIDEWALKS, OR OVERPASS
10. THE SUBJECT PROPERTY IS THE SAME PROPERTY AS DESCRIBED IN CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. RCTC240277, WITH AN EFFECTIVE DATE OF OCTOBER 8, 2025 (LAST REVISED OCTOBER 30, 2025)
11. THE SUBJECT PROPERTY DOES NOT CONSTITUTE AN ILLEGAL SUBDIVISION OF LAND

ALTA COMMITMENT FOR TITLE INSURANCE

COMMITMENT NO. RCTC240277
ISSUED BY CHICAGO TITLE INSURANCE COMPANY
ISSUING AGENT REPUBLIC COMMERCIAL TITLE COMPANY, LLC
COMMITMENT DATE: FEBRUARY 24, 2025

SCHEDULE B, PART II – EXCEPTIONS

SPECIAL EXCEPTIONS:

5. EASEMENT TO GEORGIA POWER COMPANY DATED APRIL 10, 1948 AND RECORDED IN DEED BOOK 18, PAGE 101, AFORESAID RECORDS. NOTE: THE ABOVE APPEARS TO BE AN ANCIENT DEED REFERENCE A QUARLAND DEED AS LOCATED AT THE ABOVE REFERENCED DEED BOOK AND PAGE
   AFFECTS SUBJECT PROPERTY – ELEMENT IN NATURE (NOT PLOTTABLE)
6. EASEMENT RIGHTS CONTAINED IN NON SPECIFIC CERTAIN RIGHT OF WAY DEED FROM C. E. POLLARD, JR. TO COLUMBIA COUNTY, GEORGIA, DATED NOVEMBER 17, 1964, FILED NOVEMBER 23, 1964 AND RECORDED IN DEED BOOK 73, PAGE 218, AFORESAID RECORDS
   AFFECTS SUBJECT PROPERTY – EXACT EASEMENT AREA NOT DETERMINABLE/PLOTTABLE (UNABLE TO READ PROVIDED MORTGAGE MAPS) (BUT GENERAL LOCATION OF THE RIGHT OF WAY IS SHOWN HEREON) (EASEMENT FROM C. E. POLLARD, JR. TO GEORGIA POWER COMPANY, 60 FEET WIDE +/-, FIELD AGED JUNE 6, 1962 AND RECORDED IN DEED BOOK 3-M, PAGE 388, AFORESAID RECORDS)
10. EASEMENT FROM C. E. POLLARD, JR. TO GEORGIA POWER COMPANY, DATED MAY 11, 1982, FILED JUNE 9, 1982 AND RECORDED IN DEED BOOK 179, PAGE 388, AFORESAID RECORDS.
    AFFECTS SUBJECT PROPERTY – ELEMENT IN NATURE (NOT PLOTTABLE)
11. PERMANENT EASEMENT BY AND BETWEEN KEITH ALLEN POLLARD, AS TRUSTEE OF THE IRREVOCABLE GIFTING TRUST FBO KEITH ALLEN POLLARD, DATED MARCH 16, 1998, CRAFTON G. POLLARD, III, AS TRUSTEE OF THE IRREVOCABLE GIFTING TRUST FBO CRAFTON G. POLLARD, III, DATED MARCH 16, 1998 AND COLUMBIA COUNTY, GEORGIA, DATED JULY 28, 2016, FILED OCTOBER 3, 2016 AND RECORDED IN DEED BOOK 7531, PAGE 69, AFORESAID RECORDS, AS DEPICTED ON THAT CERTAIN PLAT RECORDED AT PLAT CABINET I, PAGE 11, AFORESAID RECORDS.
    AFFECTS SUBJECT PROPERTY – EASEMENT AS SHOWN HEREON
12. TERMINATION OF THAT CERTAIN RIGHT OF FIRST REFUSAL BETWEEN MPP CONSULTANTS, INC., A GEORGIA CORPORATION AND DEVELOPMENT AUTHORITY OF COLUMBIA COUNTY, A GEORGIA STATUTORY DEVELOPMENT AUTHORITY, DATED DECEMBER 20, 2021 FILED DECEMBER 28, 2021 AND RECORDED IN DEED BOOK 7347, PAGE 164, AFORESAID RECORDS.
    NOTE: AFFIDAVIT THAT CONTRACT WAS NOT PROVIDED IN THE FINAL OWNER'S POLICY AGAINST FUTURE REVISION, DUE TO ENFORCEMENT OF THE ABOVE-REFERENCED RIGHT OF FIRST REFUSAL
    AFFECTS SUBJECT PROPERTY – ELEMENT IN NATURE (NOT PLOTTABLE)
13. INTENTIONALLY DELETED
14. ALL MATTERS AFFECTING SUBJECT PROPERTY AS SHOWN ON THE FOLLOWING PLATS, ALL AFORESAID RECORDS:
    a. INTENTIONALLY DELETED.
    b. INTENTIONALLY DELETED.
    c. INTENTIONALLY DELETED.
    d. INTENTIONALLY DELETED, AND
    e. INTENTIONALLY DELETED

REFERENCES:

1 PLAT RECORDED IN PB C, SLIDE 189, 8P
2 PLAT RECORDED IN PB C, SLIDE 126, 8A
3 PLAT RECORDED IN PB B, SLIDE 186, 8S
4 PLAT RECORDED IN PB E, SLIDE 8, 8W
5 PLAT RECORDED IN PB B, SLIDE 54, 8T
6 PLAT RECORDED IN PB C, SLIDE 69, 8R
7 PLAT RECORDED IN PB C2020, PG 133
8 PLAT RECORDED IN PB E, SLIDE 8, 8T
9 PLAT RECORDED IN PB 6A, SLIDE 243, 8Z
10 PLAT RECORDED IN PB C, SLIDE 98, 8R
11 PLAT RECORDED IN PB G, SLIDE 171, 8T
12 PLAT RECORDED IN PB C, SLIDE 183, 8R
13 PLAT RECORDED IN PB 183, PG 207
14 PLAT RECORDED IN PB C2022, PG 121
15 PLAT RECORDED IN PB E, SLIDE 124, 8W
16 PLAT RECORDED IN PB C2023, PG 156
17 PLAT RECORDED IN PB C2020, PG 269
18 PLAT RECORDED IN PB C2019, PG 207
19 PLAT RECORDED IN PB 5, PG 227
20 PLAT RECORDED IN PB E, SLIDE 43, 8S
21 PLAT RECORDED IN PB 6, SLIDE 188, 8R
22 PLAT RECORDED IN PB 6, PG 66
23 PLAT RECORDED IN PB E, SLIDE 111, 8W
24 PLAT RECORDED IN PB C, SLIDE 36, 8R
25 PLAT RECORDED IN PB E, SLIDE 44, 8R
26 PLAT RECORDED IN PB 6A, SLIDE 308, 8R
27 PLAT RECORDED IN PB B, SLIDE 74, 8R
28 PLAT RECORDED IN PB C, SLIDE 44, 8S
29 PLAT RECORDED IN PB B, SLIDE 43, 8R
30 PLAT RECORDED IN PB F, SLIDE 132, 8W
31 PLAT RECORDED IN PB C2022, PG 330

ALTA CERTIFICATION:

THIS IS TO CERTIFY TO TC ATLANTA DEVELOPMENT, INC., A DELAWARE CORPORATION AND CHICAGO TITLE INSURANCE COMPANY, REPUBLIC COMMERCIAL TITLE COMPANY, LLC, ITS DIRECT PARENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6, 8, 13, 14, 16, 17 AND 19 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON JUNE 30, 2025

JOSHUA THOMAS ATTAWAY, GEORGIA RLS #3312 — DATE

ALTA/NSPS LAND TITLE SURVEY

FOR

TC ATLANTA DEVELOPMENT, INC.

SHOWING A 162.43± ACRE TRACT RECORDED IN PLAT CABINET "I" SLIDE 189P, LOCATED IN THE 129TH GMD

COLUMBIA COUNTY, GEORGIA

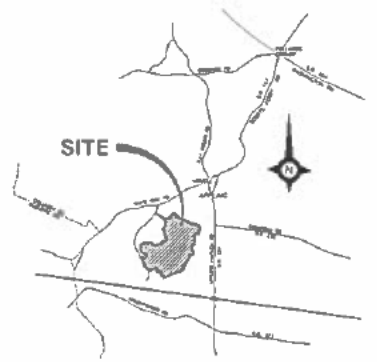
JUNE 30, 2025

PREPARED BY

CRANSTON

422 Ellis Street, Augusta, Georgia 30901
Telephone: 706-722-1588
Cranstonengineering.com

REV. 11/21/2025



LOCATION MAP
1 INCH = 2 MILES

PROPERTY DESCRIPTION:

EXHIBIT "A"

TRACT ONE
COLUMBIA COUNTY, GEORGIA

ALL THAT TRACT OR PARCEL OF LAND, TOGETHER WITH IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN THE 129TH G.M.D. COLUMBIA COUNTY, GEORGIA, CONTAINING 162.43± ACRES, AS SHOWN ON A PLAT PREPARED FOR TC ATLANTA DEVELOPMENT, INC. BY CRANSTON, DATED JUNE 30, 2025, AND RECORDED IN THE OFFICE OF THE SUPERIOR COURT CLERK OF COLUMBIA COUNTY, GEORGIA, IN PLAT CABINET "I", SLIDE 189P, ON DECEMBER 10, 2025.

REFERENCE IS HEREBY MADE TO SAID PLAT FOR A MORE COMPLETE AND ACCURATE DESCRIPTION AS TO METES, BOUNDS, COURSES AND LOCATION OF SAID PROPERTY.

FOR INFORMATION ONLY: TAX MAP NO. 018 009

SURVEYOR'S NOTES:

1. BASIS OF BEARING IS GEORGIA STATE PLANE GRID (WEST ZONE, NORTH AMERICAN DATUM 1983).
2. ALL DISTANCES SHOWN ARE GROUND DISTANCES.
3. FIELD MEASUREMENTS FOR THIS SURVEY WERE OBTAINED WITH A TRIMBLE R12i GPS EQUIPMENT AND TRIMBLE S7 ROBOTIC TOTAL STATION

PROPERTY ADJOINERS TABLE:

ID	PARCEL ID	PHYSICAL ADDRESS	OWNER(S)	DEED	PLAT
1	018 009	0 DRAFFIN RD	BARNES, MICHAEL & BARNES, BARBARA B	1879/38	PC 01-2064
2	018 011	2375 MORRIS CALLAWAY RD	BARNES, CLYDE O JR & BARNES, IRENE D	1078/295	PC 08 96/D
3	018 008	2381 MORRIS CALLAWAY RD	BARTON, KENNETH D JR & BARTON, PHYLLIS E	1150/302	PC 12B/310
4	018 009	2419 MORRIS CALLAWAY RD	BRADFORD SHAW & BRADFORD, MARIANNE D	2498/70	PC 08D/87
5	018 009A	0 MORRIS CALLAWAY RD	BROOKE, MAUREEN C AS TRUSTEE OF MAUREEN C BROOKE LIVING TRUST	1138/1068	E2022/35
6	017A009	2363 PINE RIDGE DR	BROWNING, JOHN A & BROWNING, JENNIFER B	2068/179	PC 07B/61
7	018 009A	2145 MORRIS CALLAWAY RD	BRUNSWICK, JOSEPH II & BRUNSWICK, JANE F	1978/284	PC 04-1/B
8	018 005A	2375 MORRIS CALLAWAY RD	CALLAWAY, BONNIE JEAN & CALLAWAY, EDWARD RYAN	1258/323	E2019/139
9	018 001	2090 MORRIS CALLAWAY RD	CALLAWAY, HOWARD "BUCKY" OF THE REVOCABLE TRUST	933/251	08 12/163
10	026 011	4628 SHADRACK RD	CALVERT, EARL	1150/327	PC 10-2/162
11	018 010	0 MORRIS CALLAWAY RD	CRAWFORD, THOMAS RICHARD JR	1980/35	PC 08D/82
12	018 009A	2229 MORRIS CALLAWAY RD	CRAWFORD, THOMAS RICHARD JR	0895/453	PC 08D/82
13	018 009A	2281 MORRIS CALLAWAY RD	CRAWFORD, THOMAS RICHARD JR	0895/453	PC 08D/82
14	017 018	0 MORRIS CALLAWAY RD	DAVIS, JONATHAN	619/474	9/8201
15	018 018	2150 CATALPA DR	DEVELOPMENT AUTHORITY OF COLUMBIA COUNTY	1311/1248	E2020/131
16	018 009A	2167 MORRIS CALLAWAY RD	DORN, CHARLES C JR DORN, JUDY C	1881/1298	PC 08 2064
17	017A009 A	2375 PINE RIDGE DR	DYE, ERIN G	1087/1044	E2021/36
18	026 022	1790 APPLING HARLEM RD	GALLAGHER, DAVID & POPE, RICHARD B	1780/1214	E2020/1268
19	018 009A	2195 MORRIS CALLAWAY RD	GROVES, DEANRUCE G	0460/1123	PC 08 96/D
20	018 010	0 MORRIS CALLAWAY RD	HAMPTON, TIMBERLAND, LLC	1370/1014	E2021/1209
21	018 009A	2167 MORRIS CALLAWAY RD	HUGHES, SPENCER G & SARAH TOWER A	2058/282	PC 07-1/66
22	017A005	2368 PINE RIDGE DR	HYATT, MARILEE A	1498/87	E2022/36
23	017 009A	0 MORRIS CALLAWAY RD	JONES, BRENDA P	1498/218	9/8201
24	026 026C	0 APPLING HARLEM RD	MADDOX, CLAUDE W ET AL	2586/87	84-3/5
25	026 026C	1868 APPLING HARLEM RD	MADDOX, CLAUDE W & SARA LEANNE M	2586/87	PC 08-1/B-B2
26	018 009A	2167 MORRIS CALLAWAY RD	MAY, ROBERT L & MAY, JESSICA A	1496/1219	PC 07-1/66
27	018 007A2	2181 MORRIS CALLAWAY RD	MOORE, JOHNNY RAY & MOORE, DONNA M	0444/58	PC 07-1/66
28	018 018A	0 SHADRACK RD	MORRIS, LESLIE DARWIN & THOMPSON, BEVERLY DARNELL	1978/617	9/8201
29	018 018	0 SHADRACK RD	MORRIS, ANDREW F	1501/1213	PC 07-1/B
30	018 009A	0 MORRIS CALLAWAY RD	PARR, SANFORD C JR DEAS, SARAH P	1130/661	PC 03-3/88
31	018 009A	0 MORRIS CALLAWAY RD	PARR, SANFORD C JR DEAS, SARAH P	1130/661	PC 03-3/88
32	018 009A	2143 MORRIS CALLAWAY RD	PHILLIPS, ANDY L & PHILLIPS, ASHLEY	1382/233	PC 07-1/B
33	017A009	2382 PINE RIDGE DR	ROBERTSON, BARRY S & ROBERTSON, TANYA M	1261/1058	PC 04-1/B-B2
34	018 009A	2355 MORRIS CALLAWAY RD	SCOTT, STEPHEN M	0869/173	PC 08 96/D
35	018 009A	2325 MORRIS CALLAWAY RD	STANDRIDGE, CHARLES B & STANDRIDGE, CARLA L	1407/1273	PC 03-4/62
36	026 026	1798 APPLING HARLEM RD	TANNERSLEY, RONALD C	1179/1060	PC 08-1/B
37	026 026C	0 APPLING HARLEM RD	TANNERSLEY, RONALD C & TANNERSLEY, PAMELA E	1498/1241	PC 93-2/87
38	017 009A	935 WOOD CREEK TRL	THE DAN ROAD GROUP, LLC	1065/1081	E2022/1330
39	018 009A	2188 MORRIS CALLAWAY RD	WYATT, BRANDE A & WYATT, KATHERINE M	1364/1184	PC 07-1/66

SURVEYOR CERTIFICATION:

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECOMMENDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE MINIMUM LAND SURVEYOR STANDARDS THAT THIS PLAT COMPLIES WITH ARE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

JOSHUA THOMAS ATTAWAY, GA RLS #3312 — DATE

GEORGIA REGISTERED PROFESSIONAL LAND SURVEYOR — No. 3312

© UNAUTHORIZED USE OF THIS DRAWING, IN WHOLE OR IN PART, WITHOUT THE WRITTEN PERMISSION OF CRANSTON IS PROHIBITED.

LINE TABLE 1

LINE ID	DIRECTION	LENGTH
L1	S89°59'36"E	2662.49'
L2	N35°49'38"W	1999.95'
L3	S78°54'41"W	480.98'
L4	N88°53'34"W	1319.02'
L5	S89°53'34"E	214.00'
L6	N01°36'26"E	1186.86'
L7	N44°32'13"E	283.88'
L8	N13°47'08"W	187.26'
L9	N49°06'36"W	89.68'
L10	N01°36'26"E	1186.86'
L11	N13°39'24"W	266.69'
L12	S88°15'36"E	408.38'
L13	N01°47'38"E	48.98'
L14	N88°12'22"E	1313.81'
L15	N01°52'14"E	313.51'
L16	N00°12'34"E	417.42'
L17	N88°47'26"E	370.52'
L18	N01°12'34"E	114.99'
L19	N88°47'26"E	1319.02'
L20	S01°12'34"W	1319.02'
L21	S88°47'26"W	1319.02'
L22	S01°12'34"W	1319.02'
L23	N88°47'26"E	1319.02'
L24	S01°12'34"W	1319.02'
L25	S88°47'26"W	1319.02'
L26	N01°12'34"E	1319.02'
L27	S88°47'26"W	1319.02'
L28	N01°12'34"E	1319.02'
L29	N88°47'26"E	1319.02'
L30	S01°12'34"W	1319.02'

LINE TABLE 2

LINE ID	DIRECTION	LENGTH
L31	S89°59'36"E	1326.83'
L32	S89°59'36"E	1326.83'
L33	N01°12'34"E	1319.02'
L34	S88°47'26"W	1319.02'
L35	N01°12'34"E	1319.02'
L36	N88°47'26"E	1319.02'
L37	S01°12'34"W	1319.02'
L38	N88°47'26"E	1319.02'
L39	S01°12'34"W	1319.02'
L40	N88°47'26"E	1319.02'
L41	S01°12'34"W	1319.02'
L42	N88°47'26"E	1319.02'
L43	S01°12'34"W	1319.02'
L44	S88°47'26"W	1319.02'
L45	N01°12'34"E	1319.02'
L46	N88°47'26"E	1319.02'
L47	S01°12'34"W	1319.02'
L48	N88°47'26"E	1319.02'
L49	S01°12'34"W	1319.02'
L50	S88°47'26"W	1319.02'
L51	N01°12'34"E	1319.02'
L52	N88°47'26"E	1319.02'
L53	S01°12'34"W	1319.02'
L54	S88°47'26"W	1319.02'
L55	N01°12'34"E	1319.02'
L56	N88°47'26"E	1319.02'

LINE TABLE 3

LINE ID	DIRECTION	LENGTH
L57	N01°12'34"E	1319.02'
L58	S88°47'26"W	1319.02'
L59	N01°12'34"E	1319.02'
L60	N88°47'26"E	1319.02'
L61	S01°12'34"W	1319.02'
L62	S88°47'26"W	1319.02'
L63	N01°12'34"E	1319.02'
L64	N88°47'26"E	1319.02'
L65	S01°12'34"W	1319.02'
L66	S88°47'26"W	1319.02'
L67	N01°12'34"E	1319.02'
L68	N88°47'26"E	1319.02'
L69	S01°12'34"W	1319.02'
L70	S88°47'26"W	1319.02'
L71	N01°12'34"E	1319.02'
L72	N88°47'26"E	1319.02'
L73	S01°12'34"W	1319.02'
L74	S88°47'26"W	1319.02'
L75	N01°12'34"E	1319.02'
L76	N88°47'26"E	1319.02'
L77	S01°12'34"W	1319.02'
L78	S88°47'26"W	1319.02'
L79	N01°12'34"E	1319.02'
L80	N88°47'26"E	1319.02'
L81	S01°12'34"W	1319.02'
L82	S88°47'26"W	1319.02'
L83	N01°12'34"E	1319.02'
L84	N88°47'26"E	1319.02'
L85	S01°12'34"W	1319.02'
L86	S88°47'26"W	1319.02'
L87	N01°12'34"E	1319.02'
L88	N88°47'26"E	1319.02'

LINE TABLE 4

LINE ID	DIRECTION	LENGTH
L89	S01°12'34"W	1319.02'
L90	S88°47'26"W	1319.02'
L91	N01°12'34"E	1319.02'
L92	N88°47'26"E	1319.02'
L93	S01°12'34"W	1319.02'
L94	S88°47'26"W	1319.02'
L95	N01°12'34"E	1319.02'
L96	N88°47'26"E	1319.02'
L97	S01°12'34"W	1319.02'
L98	S88°47'26"W	1319.02'
L99	N01°12'34"E	1319.02'
L100	N88°47'26"E	1319.02'
L101	S01°12'34"W	1319.02'
L102	S88°47'26"W	1319.02'
L103	N01°12'34"E	1319.02'
L104	N88°47'26"E	1319.02'
L105	S01°12'34"W	1319.02'
L106	S88°47'26"W	1319.02'
L107	N01°12'34"E	1319.02'
L108	N88°47'26"E	1319.02'
L109	S01°12'34"W	1319.02'
L110	S88°47'26"W	1319.02'
L111	N01°12'34"E	1319.02'
L112	N88°47'26"E	1319.02'
L113	S01°12'34"W	1319.02'
L114	S88°47'26"W	1319.02'
L115	N01°12'34"E	1319.02'
L116	N88°47'26"E	1319.02'
L117	S01°12'34"W	1319.02'
L118	S88°47'26"W	1319.02'
L119	N01°12'34"E	1319.02'
L120	N88°47'26"E	1319.02'
L121	S01°12'34"W	1319.02'
L122	S88°47'26"W	1319.02'

FLOOD NOTE:

ACCORDING TO THE OFFICIAL ITEM FLOOD HAZARD MAP, PANEL 13073C0191 E EFFECTIVE NOVEMBER 15, 2019 PORTIONS OF THIS PROPERTY SHOWN ZONE "A" - AREA OF FLOOD HAZARD AREA WITHOUT BASE FLOOD ELEVATION (BFE) - AND AS PLOTTED WITHIN THE DESIGNATED 100 YEAR FLOOD PLAIN

TECHNICAL DATA:

DATE OF SURVEY = APRIL 14-29, 2025
CONTROL USED = TRIMBLE R12i GNSS RECEIVER, TRIMBLE VRS24 STATION & FBN
ANGULAR PRECISION = 10" PER ANGLE
FIELD PRECISION = 1 in 10,787
PLAT CLOSURE = 1 in 6,541,13
COMPASS ADJUSTMENT
DISTANCES SHOWN ARE GROUND

UTILITY NOTE:

THE EXISTENCE, ABSENCE, LOCATIONS, AND DEPTHS OF UTILITIES AND UNDERGROUND ITEMS HAVE BEEN DETERMINED BY OBSERVED SURFACE MARKINGS FROM FIELD OBSERVATIONS AND FROM INFORMATION FURNISHED BY THE UTILITY COMPANIES, AND ARE NOT GUARANTEED

FOR CLERK OF COURT'S USE ONLY

SURVEYOR STATEMENTS:

1. EVIDENCE OF WETLANDS WERE OBSERVED ON THE SUBJECT PROPERTY AND LOCATED AT THE TIME THE SURVEY WAS CONDUCTED
2. THERE IS NO OBSERVABLE EVIDENCE OF OIL, GAS WELLHEADS, OR DRILLING RELATED INVENTORY ON THE SUBJECT PROPERTY
3. THERE IS NO OBSERVABLE EVIDENCE OF THE SUBJECT PROPERTY BEING USED AS A SOLID WASTE DUMP, SUMP, LANDFILL, OR SANITARY LANDFILL
4. THERE IS NOT EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK
5. THERE IS NO EVIDENCE OF OBSERVED CEMETERIES OR FAMILY BURIAL SITES ON THE SUBJECT PROPERTY AT THE TIME THE SURVEY WAS CONDUCTED
6. THERE IS NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK
7. UNDERGROUND UTILITIES WERE NOT MARKED AND LOCATED
8. ALL IMPROVEMENTS WERE NOT LOCATED DURING THIS SURVEY
9. THE SUBJECT PROPERTY HAS DIRECT PEDESTRIAN AND VEHICLE ACCESS TO WORRS CALLAWAY ROAD, A PUBLIC RIGHT OF WAY, WITH NO GAPS, GORES, STRIPS, OR OVERLAPS
10. THE SUBJECT PROPERTY IS THE SAME PROPERTY AS DESCRIBED IN CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO RCTC240277 WITH AN EFFECTIVE DATE OF OCTOBER 8, 2024 (LAST REVISED OCTOBER 20, 2025)
11. THE SUBJECT PROPERTY DOES NOT CONSTITUTE AN ILLEGAL SUBDIVISION OF LAND

ALTA/NSPS LAND TITLE SURVEY

FOR

TC ATLANTA DEVELOPMENT, INC.

SHOWING A 452±56 ACRE TRACT RECORDED IN PLAT CABINET "E" SLIDE 199-27, LOCATED IN THE 1709TH G.M.D.

COLUMBIA COUNTY, GEORGIA

JUNE 30, 2025

REV 11/21/2025

PREPARED BY

CRANSTON
482 Ellis Street, Augusta, Georgia 30901
Telephone 706-722-2266
Cranstonengineering.com



ALTA COMMITMENT FOR TITLE INSURANCE

COMMITMENT NO. RCTC240277
ISSUED BY CHICAGO TITLE INSURANCE COMPANY
ISSUING AGENT: REPUBLIC COMMERCIAL TITLE COMPANY, LLC
COMMITMENT DATE: FEBRUARY 24, 2025

SCHEDULE B, PART II – EXCEPTIONS

SPECIAL EXCEPTIONS:

8 EASEMENT TO GEORGIA POWER COMPANY, DATED APRIL 19, 1946, AND RECORDED IN DEED BOOK 38, PAGE 107, AFORELAND RECORDS. NOTE: THE ABOVE APPEARS TO BE AN INCORRECT DEED REFERENCE. A SIMILAR DEED IS LOCATED AT THE ABOVE REFERENCED DEED BOOK AND PAGE
AFFECTS SUBJECT PROPERTY – BLANKET IN NATURE (NOT PLOTTABLE)

9 EASEMENTS AND/OR COVENANTS WITHIN THAT CERTAIN DEED FROM G. B. POLLARD, JR. TO COLUMBIA COUNTY, GEORGIA, DATED NOVEMBER 17, 1964, FILED NOVEMBER 23, 1964 AND RECORDED IN DEED BOOK 75, PAGE 218, AFORELAND RECORDS.
AFFECTS SUBJECT PROPERTY – EXACT EASEMENT AREA NOT ASCERTAINABLE/PLOTTABLE DUE TO AREA PROVIDED AMBIGUOUSLY BUT GENERAL LOCATION OF THE PARCEL OF WHAT IS SHOWN AS "EXISTING 50' R/W G. B. POLLARD, JR. TO GEORGIA POWER COMPANY, DATED MAY 21, 1962 FILED JUNE 8, 1962 AND RECORDED IN DEED BOOK 278, PAGE 304, AFORELAND RECORDS

10 EASEMENT FROM G. B. POLLARD, JR. TO GEORGIA POWER COMPANY, DATED MAY 21, 1962, FILED JUNE 9, 1962 AND RECORDED IN DEED BOOK 278, PAGE 306, AFORELAND RECORDS.
AFFECTS SUBJECT PROPERTY – BLANKET IN NATURE (NOT PLOTTABLE)

11 PERMANENT EASEMENT BY AND BETWEEN KEITH ALLEN POLLARD, AS TRUSTEE OF THE IRREVOCABLE DEVISE TRUST FBO KEITH ALLEN POLLARD, DATED MARCH 26, 1998, GRANTOR, AND G. B. POLLARD, JR. AS TRUSTEE OF THE IRREVOCABLE DEVISE TRUST FBO CHRISTIN BE POLLARD, A DATED MARCH 26, 1998 AND COLUMBIA COUNTY, GEORGIA, DATED JULY 22, 2004, FILED OCTOBER 5, 2004 AND RECORDED IN DEED BOOK 1558, PAGE 68, AFORESAID RECORDS, AS DEPICTED ON THAT CERTAIN PLAT RECORDED AT PLAT CABINET G3, PAGE 3, AFORELAND RECORDS.
AFFECTS SUBJECT PROPERTY – SHOWN HEREON

12 TERMINATION OF THAT CERTAIN GRANT OF RIGHT BETWEEN WRR GEORGIA, LLC, A GEORGIA CORPORATION AND DEVELOPMENT AUTHORITY OF COLUMBIA COUNTY, A GEORGIA STATUTORY DEVELOPMENT AUTHORITY, DATED DECEMBER 28, 2021, FILED DECEMBER 30, 2021 AND RECORDED AS DEED BOOK 1543, PAGE 144, AFORESAID RECORDS.
NOTE: ALTHOUGH THE CONVEYANCE WILL BE PROVIDED IN THE FINAL OWNER'S POLICY AGAINST FORCED REMOVAL DUE TO ENFORCEMENT OF THE ABOVE-REFERENCED RIGHT OF THE ALTA 24 ENDORSEMENT.
AFFECTS SUBJECT PROPERTY – BLANKET IN NATURE (NOT PLOTTABLE)

13 INTENTIONALLY DELETED

14 ALL MATTERS AFFECTING SUBJECT PROPERTY AS SHOWN ON THE FOLLOWING PLATS, ALL AFORESAID RECORDS

a INTENTIONALLY DELETED;
b INTENTIONALLY DELETED;
c INTENTIONALLY DELETED;
d INTENTIONALLY DELETED; AND
e INTENTIONALLY DELETED.

REFERENCES:

1. PLAT RECORDED IN PB C, SLIDE 199, #1
2. PLAT RECORDED IN PB C, SLIDE 199, #4
3. PLAT RECORDED IN PB D, SLIDE 198, #5
4. PLAT RECORDED IN PB E, SLIDE 6, #10
5. PLAT RECORDED IN PB G, SLIDE 91, #3
6. PLAT RECORDED IN PB C, SLIDE 87, #8
7. PLAT RECORDED IN PB 13004, PG 135
8. PLAT RECORDED IN PB E, SLIDE 9, #2
9. PLAT RECORDED IN PB AA, SLIDE 245, #2
10. PLAT RECORDED IN PB F, SLIDE 90, #2
11. PLAT RECORDED IN PB G, SLIDE 171, #2
12. PLAT RECORDED IN PB G, SLIDE 188, #8
13. PLAT RECORDED IN PB 10, PG 201
14. PLAT RECORDED IN PB 13022, PG 139
15. PLAT RECORDED IN PB C, SLIDE 174, #4
16. PLAT RECORDED IN PB 13013, PG 156
17. PLAT RECORDED IN PB 13012, PG 318
18. PLAT RECORDED IN PB 13018, PG 207
19. PLAT RECORDED IN PB 4, PG 201
20. PLAT RECORDED IN PB B, SLIDE 23, #3
21. PLAT RECORDED IN PB B, SLIDE 186, #6
22. PLAT RECORDED IN PB 4, PG 44
23. PLAT RECORDED IN PB C, SLIDE 111, #8
24. PLAT RECORDED IN PB C, SLIDE 38, #8
25. PLAT RECORDED IN PB E, SLIDE 41, #8
26. PLAT RECORDED IN PB AAA, SLIDE 308, #8
27. PLAT RECORDED IN PB D, SLIDE 74, #4
28. PLAT RECORDED IN PB E, SLIDE 44, #7
29. PLAT RECORDED IN PB B, SLIDE 43, #8
30. PLAT RECORDED IN PB F, SLIDE 183, #1
31. PLAT RECORDED IN PB 13029, PG 336

PROPERTY DESCRIPTION:

EXHIBIT "A"

TRACT ONE (1)
COLUMBIA COUNTY, GEORGIA

ALL THAT PART OR PARCEL OF LAND, TOGETHER WITH IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN THE 1709TH G.M.D., COLUMBIA COUNTY, GEORGIA, CONTAINING 452±56 ACRES, AS SHOWN ON A PLAT PREPARED FOR G. B. POLLARD, JR. BY JOHN W. HARRIS, LAND SURVEYOR, DATED DECEMBER 13, 1994, AND RECORDED AS IN THE OFFICE OF THE SUPERIOR COURT CLERK OF COLUMBIA COUNTY, GEORGIA, IN PLAT CABINET "E", SLIDE 199, #1, ON DECEMBER 15, 1998.

REFERENCE IS HEREBY MADE TO SAID PLAT FOR A MORE COMPLETE AND ACCURATE DESCRIPTION AS TO METES, BOUNDS, DISTANCES AND LOCATION OF SAID PROPERTY.

FOR INFORMATION ONLY: TAX MAP NO. 018 008

SURVEYOR'S NOTES:

1. BASIS OF BEARINGS IS GEORGIA STATE PLANE GRID, EAST ZONE, NORTH AMERICAN DATUM (NAD 83).
2. ALL DISTANCES SHOWN ARE GROUND DISTANCES.
3. FIELD MEASUREMENTS FOR THIS SURVEY WERE OBTAINED WITH A TRIMBLE R12i GPS EQUIPMENT AND TRIMBLE S7 ROBOTIC TOTAL STATION

LINE TABLE

LINE ID	DIRECTION	LENGTH
L1	S65°58'48"W	2442.48'
L2	N04°46'38"W	1458.15'
L3	S78°54'41"W	4689.88'
L4	N48°28'48"E	2415.51'
L5	N44°53'41"W	1483.53'
L6	S89°57'21"W	1799.39'
L7	N01°31'40"W	1188.88'
L8	N89°21'23"E	2611.06'
L9	N63°42'08"W	2337.36'
L10	N48°28'48"E	2611.06'
L11	N89°21'23"E	1188.88'
L12	S01°31'40"E	1799.39'
L13	N89°57'21"E	2611.06'
L14	S44°53'41"E	1483.53'
L15	S48°28'48"W	2415.51'
L16	S04°46'38"E	1458.15'
L17	S65°58'48"W	2442.48'

LINE TABLE

LINE ID	DIRECTION	LENGTH
L18	N65°58'48"E	2442.48'
L19	S04°46'38"E	1458.15'
L20	N78°54'41"E	4689.88'
L21	S48°28'48"W	2415.51'
L22	S44°53'41"E	1483.53'
L23	N89°57'21"E	1799.39'
L24	S01°31'40"E	1188.88'
L25	S89°21'23"W	2611.06'
L26	S63°42'08"E	2337.36'
L27	S48°28'48"W	2611.06'
L28	S89°21'23"W	1188.88'
L29	N01°31'40"W	1799.39'
L30	N89°57'21"W	2611.06'
L31	N44°53'41"W	1483.53'
L32	N48°28'48"E	2415.51'
L33	N04°46'38"W	1458.15'
L34	N78°54'41"E	4689.88'
L35	S48°28'48"W	2415.51'
L36	S44°53'41"E	1483.53'
L37	S89°57'21"W	1799.39'
L38	S01°31'40"E	1188.88'
L39	S89°21'23"W	2611.06'
L40	S63°42'08"E	2337.36'
L41	S48°28'48"W	2611.06'
L42	S89°21'23"W	1188.88'
L43	N01°31'40"W	1799.39'
L44	N89°57'21"W	2611.06'
L45	N44°53'41"W	1483.53'
L46	N48°28'48"E	2415.51'
L47	N04°46'38"W	1458.15'
L48	N78°54'41"E	4689.88'
L49	S48°28'48"W	2415.51'
L50	S44°53'41"E	1483.53'
L51	S89°57'21"W	1799.39'
L52	S01°31'40"E	1188.88'
L53	S89°21'23"W	2611.06'
L54	S63°42'08"E	2337.36'
L55	S48°28'48"W	2611.06'
L56	S89°21'23"W	1188.88'
L57	N01°31'40"W	1799.39'
L58	N89°57'21"W	2611.06'
L59	N44°53'41"W	1483.53'

LINE TABLE

LINE ID	DIRECTION	LENGTH
L60	N48°28'48"E	2415.51'
L61	N04°46'38"W	1458.15'
L62	N78°54'41"E	4689.88'
L63	S48°28'48"W	2415.51'
L64	S44°53'41"E	1483.53'
L65	S89°57'21"W	1799.39'
L66	S01°31'40"E	1188.88'
L67	S89°21'23"W	2611.06'
L68	S63°42'08"E	2337.36'
L69	S48°28'48"W	2611.06'
L70	S89°21'23"W	1188.88'
L71	N01°31'40"W	1799.39'
L72	N89°57'21"W	2611.06'
L73	N44°53'41"W	1483.53'
L74	N48°28'48"E	2415.51'
L75	N04°46'38"W	1458.15'
L76	N78°54'41"E	4689.88'
L77	S48°28'48"W	2415.51'
L78	S44°53'41"E	1483.53'
L79	S89°57'21"W	1799.39'
L80	S01°31'40"E	1188.88'
L81	S89°21'23"W	2611.06'
L82	S63°42'08"E	2337.36'
L83	S48°28'48"W	2611.06'
L84	S89°21'23"W	1188.88'
L85	N01°31'40"W	1799.39'
L86	N89°57'21"W	2611.06'
L87	N44°53'41"W	1483.53'
L88	N48°28'48"E	2415.51'
L89	N04°46'38"W	1458.15'
L90	N78°54'41"E	4689.88'
L91	S48°28'48"W	2415.51'
L92	S44°53'41"E	1483.53'
L93	S89°57'21"W	1799.39'
L94	S01°31'40"E	1188.88'
L95	S89°21'23"W	2611.06'
L96	S63°42'08"E	2337.36'
L97	S48°28'48"W	2611.06'
L98	S89°21'23"W	1188.88'
L99	N01°31'40"W	1799.39'
L100	N89°57'21"W	2611.06'
L101	N44°53'41"W	1483.53'
L102	N48°28'48"E	2415.51'
L103	N04°46'38"W	1458.15'
L104	N78°54'41"E	4689.88'
L105	S48°28'48"W	2415.51'
L106	S44°53'41"E	1483.53'
L107	S89°57'21"W	1799.39'
L108	S01°31'40"E	1188.88'
L109	S89°21'23"W	2611.06'
L110	S63°42'08"E	2337.36'
L111	S48°28'48"W	2611.06'
L112	S89°21'23"W	1188.88'
L113	N01°31'40"W	1799.39'
L114	N89°57'21"W	2611.06'
L115	N44°53'41"W	1483.53'
L116	N48°28'48"E	2415.51'
L117	N04°46'38"W	1458.15'

LINE TABLE

LINE ID	DIRECTION	LENGTH
L118	N78°54'41"E	4689.88'
L119	S48°28'48"W	2415.51'
L120	S44°53'41"E	1483.53'
L121	S89°57'21"W	1799.39'
L122	S01°31'40"E	1188.88'
L123	S89°21'23"W	2611.06'
L124	S63°42'08"E	2337.36'
L125	S48°28'48"W	2611.06'
L126	S89°21'23"W	1188.88'
L127	N01°31'40"W	1799.39'
L128	N89°57'21"W	2611.06'
L129	N44°53'41"W	1483.53'
L130	N48°28'48"E	2415.51'
L131	N04°46'38"W	1458.15'
L132	N78°54'41"E	4689.88'
L133	S48°28'48"W	2415.51'
L134	S44°53'41"E	1483.53'
L135	S89°57'21"W	1799.39'
L136	S01°31'40"E	1188.88'
L137	S89°21'23"W	2611.06'
L138	S63°42'08"E	2337.36'
L139	S48°28'48"W	2611.06'
L140	S89°21'23"W	1188.88'
L141	N01°31'40"W	1799.39'
L142	N89°57'21"W	2611.06'
L143	N44°53'41"W	1483.53'
L144	N48°28'48"E	2415.51'
L145	N04°46'38"W	1458.15'
L146	N78°54'41"E	4689.88'
L147	S48°28'48"W	2415.51'
L148	S44°53'41"E	1483.53'
L149	S89°57'21"W	1799.39'
L150	S01°31'40"E	1188.88'
L151	S89°21'23"W	2611.06'
L152	S63°42'08"E	2337.36'
L153	S48°28'48"W	2611.06'
L154	S89°21'23"W	1188.88'
L155	N01°31'40"W	1799.39'
L156	N89°57'21"W	2611.06'
L157	N44°53'41"W	1483.53'
L158	N48°28'48"E	2415.51'
L159	N04°46'38"W	1458.15'

PROPERTY ADJOINERS TABLE:

ID	PARCEL ID	PHYSICAL ADDRESS	OWNER(S)	DEED	PLAT
1	020 003	0 SHACKLEY RD	BANNING MICHAEL & BANNING BARBARA J	1877136	PC CB#284
2	018 018A	2375 WORRS CALLAWAY RD	BARNES ELTON D & BARNES NONE D	0001E295	PC B#1949
3	017A006	3361 PINE RIDGE DR	BARTH KENNETH D & BARTH PHYLLIS E	1453E303	PC CB#210
4	009 005A	2419 WORRS CALLAWAY RD	BRADFORD SARAH B BRADFORD MARIANNE B	3+00E70	PC D#947
5	017A009	3363 PINE RIDGE DR	BRENNAN JOHN R & BRENNAN JENNIFER B	2568E78	PC CB#28
6	009 005A	2443 WORRS CALLAWAY RD	BRUNNEMANN JOSEPH D & BRUNNEMANN JANET	6294E261	PC B#1949
7	018 005A	2275 WORRS CALLAWAY RD	CALLAWAY BRANCH FAMILY TRUST	1358E133	C#2008-35
8	018 001	3050 WORRS CALLAWAY RD	CALLAWAY HOWARD TRUSTEE OF THE HOWARD CALLAWAY TRUST	1358E151	DB 3382-3
9	018 001A	0 WORRS CALLAWAY RD	CALVERT EMILY	1568E278	PC A#2542
10	018 018	0 WORRS CALLAWAY RD	CRAWFORD THOMAS RICHARD JR	1568E35	PC F#1042
11	018 005A	2760 WORRS CALLAWAY RD	CRAWFORD THOMAS RICHARD JR	0815E53	PC CB#1281
12	018 005A	2781 WORRS CALLAWAY RD	CRAWFORD THOMAS RICHARD JR	0815E53	PC CB#1281
13	017 003B	0 WORRS CALLAWAY RD	DAVIS STACY HEIRS	0113E9	PC CB#2
14	020 001A	3130 PINE RIDGE DR	DEVELOPMENT AUTHORITY OF COLUMBIA COUNTY	1311E108	C#2018-31
15	009 005A	2417 WORRS CALLAWAY RD	DORAN CHARLES A & DORAN JUDY C	1568E298	PC CB#2
16	017A004	3337 PINE RIDGE DR	DYE ERIN S	1568E61	C#2021-36
17	017A004	3337 PINE RIDGE DR	DYE ERIN S	1568E61	C#2021-36
18	020 022	3170 WORRS CALLAWAY RD	EARLENGER DAVID & MARY RICHARD M	1356E319	E3078E318
19	009 005A	2495 WORRS CALLAWAY RD	GROVES GERTRUDE G	0404E135	PC D#744
20	019 003	0 WHITESTATE DR	HARMONY TIMBER GROUP LLC	1379E68	E3041E87
21	009 005A	2467 WORRS CALLAWAY RD	HUGHES BRENDA G & ZAPATA PEDRO A	3088E42	PC D#744
22	017 005A	3366 PINE RIDGE DR	HYATT HEATH T	1458E177	E3082E36
23	009 005A	0 WORRS CALLAWAY RD	KNOX AMANDA	1458E128	1820E
24	009 005A	0 WORRS CALLAWAY RD	LAWSON ELAINE W (LIFE) LOWRY ELAINE W	2568E71	B+35
25	009 005A	0 APPLING HARLEM RD	MADISON ELAINE W (LIFE)	2568E71	B+35
26	009 005A	1868 APPLING HARLEM RD	MADISON ELAINE W (LIFE) LOWRY ELAINE W	2568E71	PC B#1868
27	009 005A	2181 WORRS CALLAWAY RD	MAY ROBERT L & MAY JESSICA A	1086E278	PC D#744
28	009 005A	2161 WORRS CALLAWAY RD	MOORE JOHNNY RAY & MOORE DONNA M	0444E98	PC D#744
29	020 020	0 SHACKLEY RD	MORRIS WESLEY DARRIN & THOMPSON BEVERLY DARRIN	1058E427	4844
30	020 020A	0 SHACKLEY RD	MORRIS ROBERT F	1760E327	PC 1116
31	009 005A	0 WORRS CALLAWAY RD	PAINE SANFORD E & BEAS SANDY R	1308E87	PC CB#198
32	009 005A	0 WORRS CALLAWAY RD	PAINE SANFORD E & BEAS SANDY R	1308E87	PC CB#198
33	009 005A	2415 WORRS CALLAWAY RD	PHILLIPS JOHN L & PHILLIPS MARSHA	1383E353	PC D#1178
34	017 003	3363 PINE RIDGE DR	ROBINSON DANIEL A & ROBINSON TANYA M	1786E69	PC A#2830
35	009 005A	2455 WORRS CALLAWAY RD	SCOTT STEPHEN H	0884E77	PC D#744
36	009 005A	2475 WORRS CALLAWAY RD	SIMMONS CHARLES B JR SIMMONS CARLA L	4876E375	PC B#1949
37	018 005A	2781 WORRS CALLAWAY RD	TANNENBAUM + DONALD C JR TANNENBAUM + PAULA E	1477E260	PC B#1949
38	020 034	3218 APPLING HARLEM RD	TANNENBAUM + DONALD C JR TANNENBAUM + PAULA E	0448E31	PC F#1282
39	017 004	3325 PINE RIDGE DR	TODD WOODS RANCH LLC	1365E261	E3078E330
40	009 005A	2481 WORRS CALLAWAY RD	WHITE CAR ROAD OWNER LLC	1436E184	PC D#744

SURVEYOR CERTIFICATION:

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR CHANGE ANY EXISTING PUBLIC WAY OR MEAN OF PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, ASSOCIATION OR PERMITS COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND PURCHASER. THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

JOHN THOMAS ATTAWAY, GA RLS #3542 DATE

GEORGIA REGISTERED LAND SURVEYOR JOHN THOMAS ATTAWAY

L.S.F. 000039

ALTA CERTIFICATION:

THIS IS TO CERTIFY TO TC ATLANTA DEVELOPMENT, INC., A DELAWARE CORPORATION AND CHICAGO TITLE INSURANCE COMPANY, REPUBLIC COMMERCIAL TITLE COMPANY, LLC, A DELAWARE LIMITED LIABILITY COMPANY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6, 8, 13, 16, 17 AND 19 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON JUNE 30, 2025

JOHN THOMAS ATTAWAY, GEORGIA RLS #3542 DATE

Deed Doc: WD
Recorded 12/20/2024 03:51PM
Georgia Transfer Tax Paid : $0.00
CINDY MASON
Clerk Superior Court, COLUMBIA County, Ga.
Bk 15431 Pg 0137-0143
Penalty: $0.00
Interest: $0.00
Participants: 9315989548,2364644095
$(PT61)

After recording please return To:
Hull Barrett, PC
1202 Town Park Lane, Suite 209
Evans, Georgia 30809

Tax Parcel: 018 006

LIMITED WARRANTY DEED

STATE OF GEORGIA)
COUNTY OF RICHMOND)

THIS LIMITED WARRANTY DEED is made as of the 20 day of December, 2024, between **NEW SKY, LLC, a South Carolina limited liability company, IDK INVESTMENTS EAT, LLC, a South Carolina limited liability company, IDK INVESTMENTS, LLC, a South Carolina limited liability company, and MPR CONSULTANTS, INC., a Georgia corporation** ("***Grantor***"), and **DEVELOPMENT AUTHORITY OF COLUMBIA COUNTY**, a Georgia Statutory Development Authority ("***Grantee***") (the words "Grantor" and "Grantee" include all genders, plural and singular, and their respective heirs, successors and assigns where the context requires or permits).

W I T N E S S E T H:

Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency whereof are hereby acknowledged, has granted, sold, aliened, conveyed and confirmed, and by these presents does hereby grant, bargain, sell, alien, convey and confirm unto the said Grantee, all of Grantor's right, title and interest in and to that tract of land in Columbia County, Georgia, described on **Exhibit A** attached hereto and made a part hereof (the "***Property***").

TO HAVE AND TO HOLD the said Property, with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE, subject, however, to those matters set forth on **Exhibit B** attached hereto and made a part hereof.

AND THE SAID Grantor will warrant and forever defend the right and title to the Property unto the said Grantee against the claims of all persons owning, holding or claiming by, through or under the said Grantor, but not otherwise, and subject, however, to those matters set forth on **Exhibit B** attached hereto and made a part hereof.

IN WITNESS WHEREOF, Grantor has caused this Limited Warranty Deed to be signed, sealed and delivered as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public
My Commission Expires: 03-10-2030
(NOTARY SEAL)

NEW SKY, LLC, a South Carolina limited liability company

By: _____
Name: David W. Abdo
Title: Manager

IN WITNESS WHEREOF, Grantor has caused this Limited Warranty Deed to be signed, sealed and delivered as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public
My Commission Expires: 03-10-2030
(NOTARY SEAL)

IDK INVESTMENTS EAT, LLC, a South Carolina limited liability company

By: IDK Investments, LLC, a South Carolina limited liability company, its Sole Member

By: _____
Name: David W. Abdo
Title: Authorized Member

IN WITNESS WHEREOF, Grantor has caused this Limited Warranty Deed to be signed, sealed and delivered as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public
My Commission Expires: 03-10-2030
(NOTARY SEAL)

IDK INVESTMENTS, LLC, a South Carolina limited liability company

By: _____
Name: David W. Abdo
Title: Authorized Member

IN WITNESS WHEREOF, Grantor has caused this Limited Warranty Deed to be signed, sealed and delivered as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public
My Commission Expires: 9/24/28
(NOTARY SEAL)

ROBERT THOMAS III
My Commission Expires
NOTARY PUBLIC
September 24, 2028
COLUMBIA COUNTY, GEORGIA

MPR CONSULTANTS, INC., a Georgia corporation

By: _____
Name: Victor J. Mills
Title: President

EXHIBIT A
(Legal Description)

ALL that lot, tract or parcel of land, together with improvements thereon, situate, lying and being in the 129th G.M.D., Columbia County, Georgia, containing 1624.5 acres, as shown on plat prepared for G. B. Pollard, Jr., by John M. Harris Land Surveyor, dated December 15, 1994 and recorded in the Office of the Superior Court Clerk of Columbia County, Georgia, in Plat Cabinet "C", Slide 189, #7, on December 16, 1998.

Reference is hereby made to said plat for a more complete and accurate description as to metes, bounds, distances and location of said property.

Tax Map No.: 018 006

EXHIBIT "B"
Exceptions

1. All matters as shown on plat prepared for G. B. Pollard, Jr., by John M. Harris Land Surveyor, dated December 15, 1994 and recorded in the Office of the Superior Court Clerk of Columbia County, Georgia, in Plat Cabinet "C", Slide 189, #7, on December 16, 1998.

2. Easement in favor of Georgia Power Company dated April 19, 1948 and recorded in Book 28, Page 101 in the Office of the Clerk of Superior Court of Columbia County, Georgia.

3. Right of Way Deed in favor of the Department of Transportation dated November 17, 1964 and recorded in Deed Book 75, Page 218 in the Office of the Clerk of Superior Court of Columbia County, Georgia.

4. Easement in favor of Georgia Power Company dated May 11, 1982 and recorded in Book 276, Page 506 in the Office of the Clerk of Superior Court of Columbia County, Georgia.

5. Easement in favor of Columbia County, Georgia dated July 22, 2010 and recorded in Book 7551, Page 69 in the Office of the Clerk of Superior Court of Columbia County, Georgia.

6. All matters as shown on that plat prepared for Columbia County Water Utility by Harris & Associates - Land Surveyors, dated March 26, 2010 and recorded in the Office of the Clerk of Superior Court of Columbia County, Georgia in Plat Cabinet "G", Slide 63 # 1-5.

7. All matters as shown on a plat made for G.B. Pollard, Jr., December 1, 1981, by John M. Harriss-Land Surveyors which is recorded in Plat Book 11, Page 22 in the Office of the Clerk of Superior Court of Columbia County, Georgia.

8. All matters as shown on a plat made by R.R. Hatcher on October 31, 1918 and recorded in Deed Book 12, Page 399 in the Office of the Clerk of Superior Court of Columbia County, Georgia.

9. All matters as shown on a plat made by R.R. Hatcher on December 18, 1919 and recorded in Deed Book 25, Page 65 in the Office of the Clerk of Superior Court of Columbia County, Georgia.

Office Use Only
Date Received:
Public Hearing Date:
File #
BOC Meeting Date:
Commission District:

ZONING APPLICATION

COLUMBIA COUNTY, GEORGIA

PLEASE SELECTION ONE

Type of Application: ☒ Rezoning ☐ Plan Revision ☐ Variance ☐ Variation ☐ Conditional Use

Date of Application: _____

Rezoning: The undersigned requests that the property described be rezoned from R-A + M-1 to D-C.

Plan Revision[1]**:** The undersigned requests a revision to the current _____ zoning.

Variance[2]**:** The undersigned requests a variance to Section _____ of the Columbia County Code of Ordinances.

Variation[3]**:** The undersigned requests a variation to Section _____ of the Columbia County Code of Ordinances.

NOTE: Please see footnotes on the backside of this sheet.

PROPERTY INFORMATION:

Tax Map # _____ Parcel # 019 001 Address: 2050 Morris Callaway Rd

(For multiple properties, please use a separate sheet of paper.) Road Frontage: 8200 feet on the North / South / East / West (circle one) side of I 20 W. Property area is approximately 631.67 acres and is located 1137 feet from the intersection of Morris Callaway & Bill Dorn. The attached plat for the property was prepared by JT Wise and dated 1964

PROPOSED USE (for rezoning):

If approved, the property will be used for the following purpose(s):

Data Center

OWNERSHIP AND APPLICANT INFORMATION:

OWNER: Alison C. Reed, Trustee of Howard Callaway Rev Trust	APPLICANT:
ADDRESS: 4624 Sheffield Dr.	ADDRESS:
CITY: Evans STATE: GA ZIP: 30809	CITY: STATE: ZIP:
PHONE #: [redacted]	PHONE#:
Email (or) Fax: [redacted]	Email (or) Fax:

DISCLOSURE

Does any local government official or member of their family have a financial interest in the property, or has the applicant made campaign contributions in the aggregate of $250 or more within the past two years to any local government official? (Yes or No). ***If yes, a full written disclosure must be submitted with this application.***

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

Alison C. Reed, Trustee
Owner's Signature

Applicant's Signature

Alison C. Reed, Trustee of Howard Callaway Revocable Trust
Printed Name

Printed Name

Subscribed and sworn to before me on 1 day of December 20 25.

By: _____ Notary Public

COURTNEY L. PATRICK NOTARY PUBLIC EXPIRES August 20th, 2027 COLUMBIA COUNTY

Please return original notarized application with all supporting documentation and fees, to the Columbia County Planning Department, P.O. Box 498, Evans, GA 30809. Refer to *Fee Schedule.*

terminate said trust and return all of its property to the party of the first part, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, has bargained, sold, and by these presents does remise, convey and forever QUIT-CLAIM to the said party of the second part, or their successors and assigns, the real property described on Exhibit "A" attached hereto and by reference made a part hereof.

TO HAVE AND TO HOLD the said described premises to the said party of the second part, so that neither the said party of the first part nor any other person or persons claiming under him shall at any time, by any means or ways, have, claim or demand any right or title to the aforesaid described premises or appurtenances, or any rights thereof, except as provided in the Howard Callaway Revocable Trust Agreement dated April 30, 2014, and as said trust may be amended from time to time.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in our presence in Columbia County, Georgia

Howard Callaway (L.S.)

Witness

Howard Callaway

Notary Public, Richmond County, Georgia
My commission expires: 8-2-2015

(NOTARY SEAL)

Exhibit "A"

ALL that lot or parcel of land, with improvements thereon, situate, lying, and being in the 129th District, G.M. of Columbia County, Georgia, and containing 635 acres, more or less, and bounded: North by lands of Morris, now or formerly of Dr. Billie LaMotte and lands of G. B. Pollard, Jr.: East by the Callaway Public Road and lands now or formerly of Ronald O. Anderson and Mrs. Ida P. Anderson; South by the Right of Way of State Highway of Georgia (I-20); West by lands now or formerly of Fullbright.

Being a portion of a tract of land that is described in a deed from Ruby L. Callaway, by Executrices to David Callaway, et. al. June 1, 1964, recorded in the Clerk's Office of Columbia County in Deed Book 75, Pages 161-162.

This is the same property conveyed to Howard Callaway by Warranty Deed dated June 18, 1969 and recorded in said Clerk's Office in Deed Book 104, page 371.

Columbia County, GA



Transportation

Rails

Environmental

State and Private Preserves

Parcel ID	019 001	Acre Quantity	48
Physical Address	2050 MORRIS CALLAWAY RD	Conservation Use	Y
Owner 1	CALLAWAY HOWARD TRUSTEE OF THE	Conservation Acres	631.67
Owner 2	REVOCABLE TRUST	Last Sale Date	04/30/2014
Mailing Address 1	P O BOX 121	Deed Book	9358
Mailing City	APPLING	Deed Page	151
Mailing State	GA	Deed Year	2014
Mailing Zip	30802	Sale Amount	$0
Legal Description 1	631.67 ACS	Sale Instrument	QC
Legal Description 2		Plat Book	DB 22
Legal Description 3		Plat Page	263
Land Value	$5,970,577	Street Light Amount	
Improvement Value	$18,953	Mobile Home Number	0
Total Value	$5,989,530	GIS Acres	632.58007757
Improvement Description	1 STORY	Input Method	BF
Neighborhood Code	2947	Year Built	1900
Total Buildings	1	Number Beds	3
Total Finished Area	1,632	Number Baths	1
Pool	N	Number Half Baths	1
Property Use - Not Zoning		Number Rooms	3
Lot Description		Tax Data Last Update	11/16/2025
Lot Square Foot		GIS Last Update	10/2/2025

COLUMBIA COUNTY GEORGIA

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search,appraisal, survey, or for zoning verification.

Map Scale
1 inch = 2400 feet
12/3/2025

CLERK'S MEMO
The plat previously recorded on this page has been transferred to plat book C page 36

Office Use Only	
Date Received:	
Public Hearing Date:	
File #	
BOC Meeting Date:	
Commission District:	

ZONING APPLICATION

COLUMBIA COUNTY, GEORGIA

PLEASE SELECTION ONE

Type of Application: ☒ Rezoning ☐ Plan Revision ☐ Variance ☐ Variation ☐ Conditional Use

Date of Application: _____

Rezoning: The undersigned requests that the property described be rezoned from R-A to D-C.

Plan Revision[1]: The undersigned requests a revision to the current _____ zoning.

Variance[2]: The undersigned requests a variance to Section _____ of the Columbia County Code of Ordinances.

Variation[3]: The undersigned requests a variation to Section _____ of the Columbia County Code of Ordinances.

NOTE: Please see footnotes on the backside of this sheet.

PROPERTY INFORMATION:

Tax Map # _____ Parcel # 019 002A Address: 0 Morris Callaway Rd

(For multiple properties, please use a separate sheet of paper.) Road Frontage: 0' feet on the North / South / East / West (circle one) side of _____. Property area is approximately 37.03 acres and is located 300' feet from the ~~intersection of~~ END OF Morris Callaway. The attached plat for the property was prepared by Harris & Associates and dated 7.25.95

PROPOSED USE (for rezoning):

If approved, the property will be used for the following purpose(s):

Data Center

OWNERSHIP AND APPLICANT INFORMATION:

OWNER: William B. Polatty

ADDRESS: 4823 Hard Manus Rd.

CITY: Evans STATE: GA ZIP: 30809

PHONE #: [redacted]

Email (or) Fax: [redacted]

APPLICANT: _____

ADDRESS: _____

CITY: _____ STATE: ____ ZIP: _____

PHONE#: _____

Email (or) Fax: _____

DISCLOSURE

Does any local government official or member of their family have a financial interest in the property, or has the applicant made campaign contributions in the aggregate of $250 or more within the past two years to any local government official? (Yes or No). **If yes, a full written disclosure must be submitted with this application.**

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

William B Polatty

Owner's Signature

_____

Applicant's Signature

William B. Polatty

Printed Name

Candice Williams

Printed Name

Subscribed and sworn to before me on 3 day of December 2025.

By: Candice Williams Notary Public

CANDICE WILLIAMS NOTARY PUBLIC FULTON COUNTY GEORGIA EXPIRES 06/26/2029

Please return original notarized application with all supporting documentation and fees, to the Columbia County Planning Department, P.O. Box 498, Evans, GA 30809. Refer to *Fee Schedule.*

Return to: W.E. Polatty
P.O. Box 267
Evans, Ga. 30809

GEORGIA, COLUMBIA COUNTY 15224
FILED AND RECORDED 3:04 P 12-6-95
Deed Book 1635 Page 276-277
MARY W. REVES, CLERK

STATE OF GEORGIA

COUNTY OF COLUMBIA

THIS INDENTURE, made this 6th day of December, in the Year of our Lord One Thousand Nine Hundred and Ninety-Five, between **W. E. POLATTY** and **BETSY L. POLATTY** of the State of Georgia and County of Columbia, of the first part, and **WILL B. POLATTY**, of the State of Georgia and County of Columbia, of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of **DEED OF GIFT** DOLLARS, in hand paid, the receipt whereof is acknowledged, has bargained, sold, and by these presents does remise, convey and forever **QUIT-CLAIM** to the said party of the second part, his heirs and assigns, a one-half undivided interest in and to the following described property to wit:

ALL that lot or parcel of land, together with improvements thereon, situate, lying and being in the State of Georgia, County of Columbia, being shown and designated as Tract 1, containing 36.83 acres, more or less, and being shown on a plat which is filed for record in the Office of the Clerk of the Superior Court of Columbia County, Georgia, on PC C, Slide 36 #8. Reference is hereby made to said plat for a more complete and accurate description of the metes, bounds and location of said property.

The above tract is conveyed subject to a 30-foot ingress and egress easement as shown on said plat.

Also, subject to a first right of refusal granted herein to Carly E. Polatty, Betsy W. Moreno, or William Christian Wahl to purchase said property if Grantee herein conveys an interest to another.

TO HAVE AND TO HOLD the said described premises to the said party of the second part, so that neither the said parties of the first part nor their heirs, nor any other person or persons claiming under them shall at any time, by any means or ways, have, claim or demand any right or title to the aforesaid described premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals, the day and year above written.

W. E. POLATTY (L.S.)

BETSY L. POLATTY (L.S.)

SIGNED, SEALED & DELIVERED
in the presence of:

Witness

Notary Public

Notary Public, Columbia County, Georgia
My Commission Expires April 6, 1988

277

Return to: Betsy L. Polatty
P.O. Box 267
Evans, Ga. 30809

250

434 1-4-96
Deed 1646 277-278

STATE OF GEORGIA

COUNTY OF COLUMBIA

THIS INDENTURE, made this 3rd day of January, in the Year of our Lord One Thousand Nine Hundred and Ninety-Six, between **W. E. POLATTY** and **BETSY L. POLATTY** of the State of Georgia and County of Columbia, of the first part, and **WILL B. POLATTY**, of the State of Georgia and County of Columbia, of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of **DEED OF GIFT** DOLLARS, in hand paid, the receipt whereof is acknowledged, has bargained, sold, and by these presents does remise, convey and forever **QUIT-CLAIM** to the said party of the second part, his heirs and assigns, a one-half undivided interest in and to the following described property to wit:

ALL that lot or parcel of land, together with improvements thereon, situate, lying and being in the State of Georgia, County of Columbia, being shown and designated as Tract 1, containing 36.83 acres, more or less, and being shown on a plat which is filed for record in the Office of the Clerk of the Superior Court of Columbia County, Georgia, on PC C, Slide 36 #8. Reference is hereby made to said plat for a more complete and accurate description of the metes, bounds and location of said property.

The above tract is conveyed subject to a 30-foot ingress and egress easement as shown on said plat.

Also, subject to a first right of refusal granted herein to Carly E. Polatty, Betsy W. Moreno, or William Christian Wahl to purchase said property if Grantee herein conveys an interest to another.

TO HAVE AND TO HOLD the said described premises to the said party of the second part, so that neither the said parties of the first part nor their heirs, nor any other person or persons claiming under them shall at any time, by any means or ways, have, claim or demand any right or title to the aforesaid described premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals, the day and year above written.

W. E. POLATTY (L.S.)

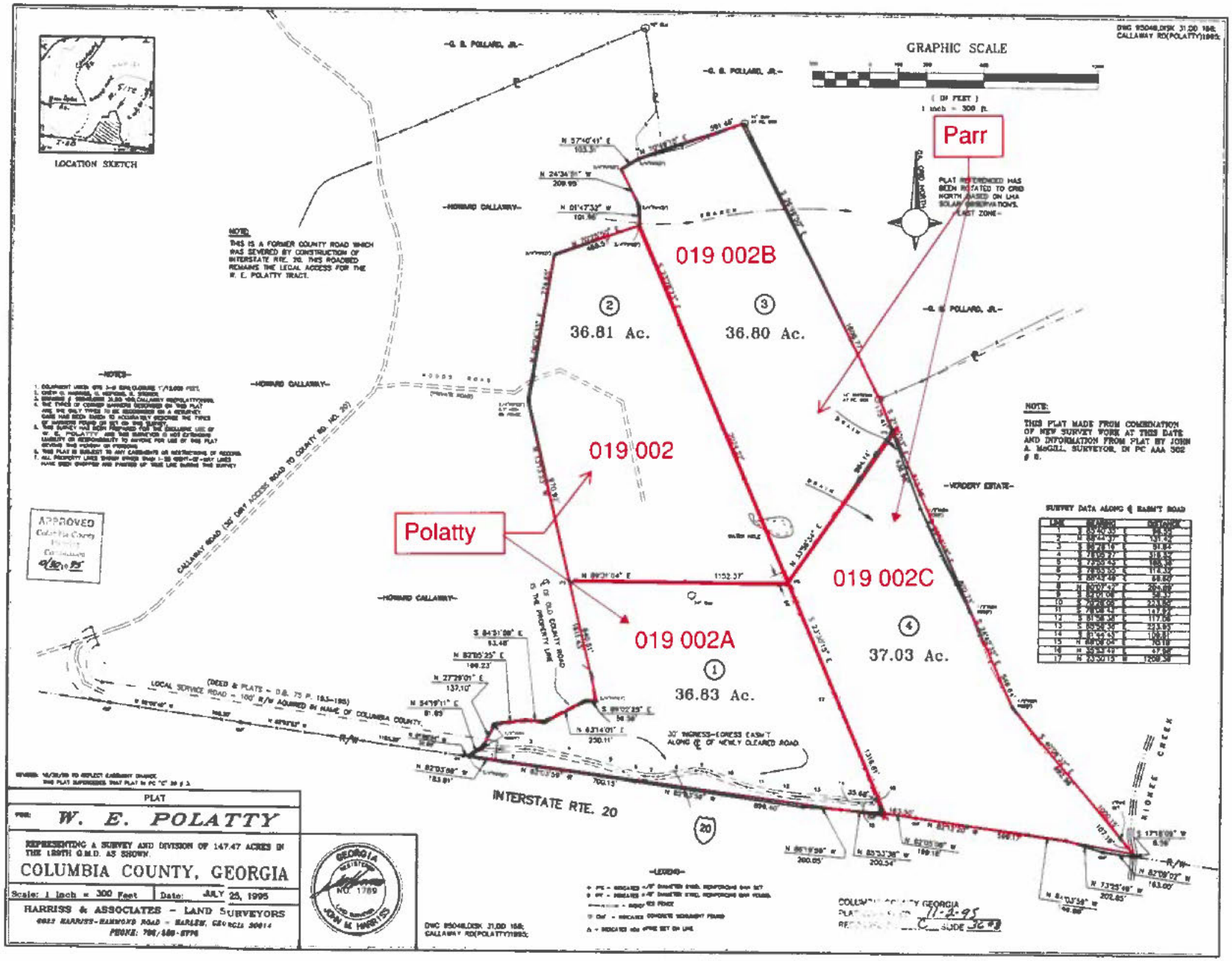
BETSY L. POLATTY (L.S.)

SIGNED, SEALED & DELIVERED
in the presence of:

Witness

Notary Public

Notary Public, Clayton County, Georgia
My Commission Expires April 8, 1988



GRAPHIC SCALE
(IN FEET)
1 inch = 300 ft.
LOCATION SKETCH
Parr
Polatty
019 002B
019 002
019 002A
019 002C
36.81 Ac.
36.80 Ac.
36.83 Ac.
37.03 Ac.
-G. B. POLLARD, JR.-
-HOWARD CALLAWAY-
-VERDERY ESTATE-
NOTE:
THIS IS A FORMER COUNTY ROAD WHICH WAS SEVERED BY CONSTRUCTION OF INTERSTATE RTE. 20. THIS ROADBED REMAINS THE LEGAL ACCESS FOR THE W. E. POLATTY TRACT.
NOTE:
THIS PLAT MADE FROM COMBINATION OF NEW SURVEY WORK AT THIS DATE AND INFORMATION FROM PLAT BY JOHN A. McGILL, SURVEYOR, IN PC AAA 302 # 8.
SURVEY DATA ALONG ℄ EASM'T ROAD
APPROVED
INTERSTATE RTE. 20
LOCAL SERVICE ROAD - 100' R/W ACQUIRED IN NAME OF COLUMBIA COUNTY.
30' INGRESS-EGRESS EASM'T ALONG ℄ OF NEWLY CLEARED ROAD
PLAT
W. E. POLATTY
REPRESENTING A SURVEY AND DIVISION OF 147.47 ACRES IN THE 189TH G.M.D. AS SHOWN.
COLUMBIA COUNTY, GEORGIA
Scale: 1 Inch = 300 Feet
Date: JULY 25, 1995
HARRISS & ASSOCIATES - LAND SURVEYORS
GEORGIA REGISTERED NO. 1789 LAND SURVEYOR JOHN M. HARRISS

Office Use Only
Date Received: _____
Public Hearing Date: _____
File # _____
BOC Meeting Date: _____
Commission District: _____

ZONING APPLICATION

COLUMBIA COUNTY, GEORGIA

PLEASE SELECTION ONE

Type of Application: ☒ Rezoning ☐ Plan Revision ☐ Variance ☐ Variation ☐ Conditional Use

Date of Application: _____

Rezoning: The undersigned requests that the property described be rezoned from M-1 + RA to D-C.

Plan Revision[1]: The undersigned requests a revision to the current _____ zoning.

Variance[2]: The undersigned requests a variance to Section _____ of the Columbia County Code of Ordinances.

Variation[3]: The undersigned requests a variation to Section _____ of the Columbia County Code of Ordinances.

NOTE: Please see footnotes on the backside of this sheet.

PROPERTY INFORMATION:

Tax Map # _____ Parcel # 019 002 Address: 0 Moris Callaway Rd

(For multiple properties, please use a separate sheet of paper.) Road Frontage: 0' feet on the North / South / East / West (circle one) side of _____. Property area is approximately 36.80 acres and is located 300' feet from the ~~intersection of~~ END OF Morris Callaway Rd. The attached plat for the property was prepared by HARRIS & Associates and dated 7.25.95

PROPOSED USE (for rezoning):

If approved, the property will be used for the following purpose(s):

Data Center

OWNERSHIP AND APPLICANT INFORMATION:

OWNER: William B. Polatty
ADDRESS: 4823 Hardy McManus Rd
CITY: Evans STATE: GA ZIP: 30809
PHONE #: [redacted]
Email (or) Fax: [redacted]

APPLICANT: _____
ADDRESS: _____
CITY: _____ STATE: ____ ZIP: _____
PHONE#: _____
Email (or) Fax: _____

DISCLOSURE

Does any local government official or member of their family have a financial interest in the property, or has the applicant made campaign contributions in the aggregate of $250 or more within the past two years to any local government official? (Yes or No) **If yes, a full written disclosure must be submitted with this application.**

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

William B Polatty
Owner's Signature

_____
Applicant's Signature

William B. Polatty
Printed Name

_____
Printed Name

Subscribed and sworn to before me on 3 day of December 20 25.

By: Candice Williams
Notary Public

CANDICE WILLIAMS NOTARY PUBLIC FULTON COUNTY GEORGIA EXPIRES 06/26/2029

Please return original notarized application with all supporting documentation and fees, to the Columbia County Planning Department, P.O. Box 498, Evans, GA 30809. Refer to *Fee Schedule.*

Return to: Betsy L. Polatty
P.O. Box 267
Evans, Ga. 30809

219
4:34P 1-4-96
1646 275.276

STATE OF GEORGIA

COUNTY OF COLUMBIA

THIS INDENTURE, made this 3rd day of January, in the Year of our Lord One Thousand Nine Hundred and Ninety-Six, between W. E. POLATTY and BETSY L. POLATTY of the State of Georgia and County of Columbia, of the first part, and CARLY E. POLATTY, of the State of Georgia and County of Columbia, of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of DEED OF GIFT DOLLARS, in hand paid, the receipt whereof is acknowledged, has bargained, sold, and by these presents does remise, convey and forever QUIT-CLAIM to the said party of the second part, his heirs and assigns, a one-half undivided interest in and to the following described property to wit:

ALL that lot or parcel of land, together with improvements thereon, situate, lying and being in the State of Georgia, County of Columbia, being shown and designated as Tract 2, containing 36.81 acres, more or less, and being shown on a plat which is filed for record in the Office of the Clerk of the Superior Court of Columbia County, Georgia, on PC C, Slide 36 #8. Reference is hereby made to said plat for a more complete and accurate description of the metes, bounds and location of said property.

The above tract is conveyed subject to a 30-foot ingress and egress easement as shown on said plat.

Also, subject to a first right of refusal granted herein to Will B. Polatty, Betsy W. Moreno, or William Christian Mahl to purchase said property if Grantee herein conveys an interest to another.

Also, Party of the Second Part must permit owners of Lots 1,3, and 4 access to and use of the trailer and power. Any and all disputes concerning usage will be settled by the Parties of the First Part or their Executor.

275

TO HAVE AND TO HOLD the said described premises to the said party of the second part, so that neither the said parties of the first part nor their heirs, nor any other person or persons claiming under them shall at any time, by any means or ways, have, claim or demand any right or title to the aforesaid described premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals, the day and year above written.

W. E. Polatty (L.S.)
W. E. POLATTY

Betsy L. Polatty (L.S.)
BETSY L. POLATTY

SIGNED, SEALED & DELIVERED
in the presence of:

Witness

Joyce M. Rowe
Notary Public
Notary Public, Columbia County, Georgia
My Commission Expires April 8, 1988

Return to: W.B. Polatty
P.O. Box 267
Evans, Ga. 30809

15223

GEORGIA, COLUMBIA COUNTY
FILED AND RECORDED 3:04 P. 12-6-95
Deed BOOK 1625 PAGE 274-275
MARY W. REEVES, CLERK

STATE OF GEORGIA

COUNTY OF COLUMBIA

THIS INDENTURE, made this 6th day of December, in the Year of our Lord One Thousand Nine Hundred and Ninety-Five, between W. B. POLATTY and BETSY L. POLATTY of the State of Georgia and County of Columbia, of the first part, and CARLY E. POLATTY, of the State of Georgia and County of Columbia, of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of DEED OF GIFT DOLLARS, in hand paid, the receipt whereof is acknowledged, has bargained, sold, and by these presents does remise, convey and forever QUIT-CLAIM to the said party of the second part, his heirs and assigns, a one-half undivided interest in and to the following described property to wit:

ALL that lot or parcel of land, together with improvements thereon, situate, lying and being in the State of Georgia, County of Columbia, being shown and designated as Tract 2, containing 36.81 acres, more or less, and being shown on a plat which is filed for record in the Office of the Clerk of the Superior Court of Columbia County, Georgia, on PC C, Slide 36 #8. Reference is hereby made to said plat for a more complete and accurate description of the metes, bounds and location of said property.

The above tract is conveyed subject to a 30-foot ingress and egress easement as shown on said plat.

Also, subject to a first right of refusal granted herein to Will B. Polatty, Betsy W. Moreno, or William Christian Wahl to purchase said property if Grantee herein conveys an interest to another.

TO HAVE AND TO HOLD the said described premises to the said party of the second part, so that neither the said parties of the first part nor their heirs, nor any other person or persons claiming under them shall at any time, by any means or ways, have, claim or demand any right or title to the aforesaid described premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals, the day and year above written.

W. E. Polatty (L.S.)
W. E. POLATTY

Betsy L. Polatty (L.S.)
BETSY L. POLATTY

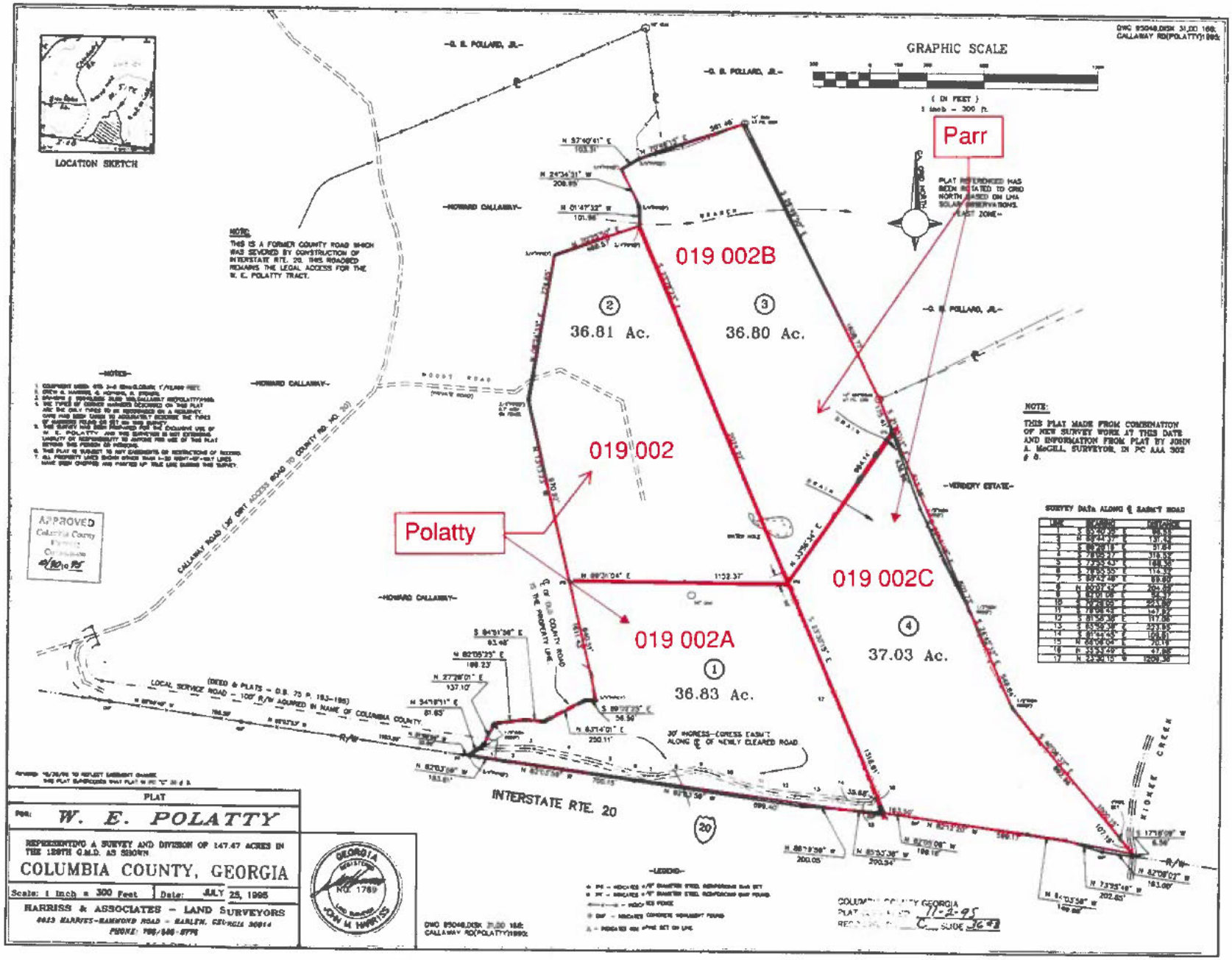
SIGNED, SEALED & DELIVERED
in the presence of:

Witness

Notary Public

Notary Public, Columbia County, Oregon
My Commission Expires April 8, 1988

NOTARY PUBLIC


Parr
Polatty
019 002B
019 002
019 002C
019 002A
36.81 Ac.
36.80 Ac.
37.03 Ac.
36.83 Ac.
GRAPHIC SCALE
LOCATION SKETCH
INTERSTATE RTE. 20
PLAT
W. E. POLATTY
COLUMBIA COUNTY, GEORGIA
Scale: 1 inch = 300 Feet
Date: JULY 25, 1995
HARRISS & ASSOCIATES - LAND SURVEYORS

Office Use Only	
Date Received:	
Public Hearing Date:	
File #	
BOC Meeting Date:	
Commission District:	

ZONING APPLICATION

COLUMBIA COUNTY, GEORGIA

PLEASE SELECTION ONE

Type of Application: ☒ Rezoning ☐ Plan Revision ☐ Variance ☐ Variation ☐ Conditional Use

Date of Application: 12/5/2025

Rezoning: The undersigned requests that the property described be rezoned from S-1 to D-C.

Plan Revision[1]: The undersigned requests a revision to the current _____ zoning.

Variance[2]: The undersigned requests a variance to Section _____ of the Columbia County Code of Ordinances.

Variation[3]: The undersigned requests a variation to Section _____ of the Columbia County Code of Ordinances.

NOTE: Please see footnotes on the backside of this sheet.

PROPERTY INFORMATION:

Tax Map # _____ Parcel # 019 003 Address: 0 Interstate 20

(For multiple properties, please use a separate sheet of paper.) Road Frontage: 3022 feet on the North / South / East / West (circle one) side of I 20 West. Property area is approximately 311.72 acres and is located 53280 feet from the intersection of Innovation Parkway and Appling Harlem Road. The attached plat for the property was prepared by Jachens Land Surveying, Inc and dated 9.11.25

PROPOSED USE (for rezoning):

If approved, the property will be used for the following purpose(s):

Data Center

OWNERSHIP AND APPLICANT INFORMATION:

OWNER: TC GREEN JACKET, LLC.
ADDRESS: 3550 LENOX ROAD #220
CITY: ATLANTA STATE: GA ZIP: 30326
PHONE #: [redacted]
Email (or) Fax: _____

APPLICANT: Drew Fredrick
ADDRESS: 3550 LENOX ROAD #220
CITY: ATLANTA STATE: GA ZIP: 30326
PHONE#: [redacted]
Email (or) Fa[redacted]

DISCLOSURE

Does any local government official or member of their family have a financial interest in the property, or has the applicant made campaign contributions in the aggregate of $250 or more within the past two years to any local government official? (Yes or No) If yes, a full written disclosure must be submitted with this application. NO

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

Owner's Signature

Drew Fredrick
Printed Name

Applicant's Signature

Drew Fredrick
Printed Name

Subscribed and sworn to before me on 4th day of December 20 25

By: Selma Overfend Notary Public

SELMA OMEREFENDIC NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES: 11/18/2029

Please return original notarized application with all supporting documentation and fees, to the Columbia County Planning Department, P.O. Box 498, Evans, GA 30809. Refer to *Fee Schedule*.

AN ALTA/NSPS LAND TITLE SURVEY OF:

311.72 ACRES
PID: 019 003
COLUMBIA COUNTY, GEORGIA



LOCATION MAP

AS-SURVEYED LEGAL DESCRIPTION

BEGINNING AT A CONCRETE MONUMENT FOUND ON THE NORTHERN RIGHT-OF-WAY OF INTERSTATE 20 (VARYING WIDTH RIGHT-OF-WAY), AT A POINT HAVING GEORGIA COORDINATES (NAD83, 1994 ADJUSTMENT) OF N 32°26'8.9" E 604486.71

THENCE [illegible] North 89°09'[illegible] West, 3.66 feet to a point;

THENCE [illegible] North 89°13'[illegible] East, 18.44 feet to a point;

THENCE [illegible] North [illegible] West, 1.86 feet to a point;

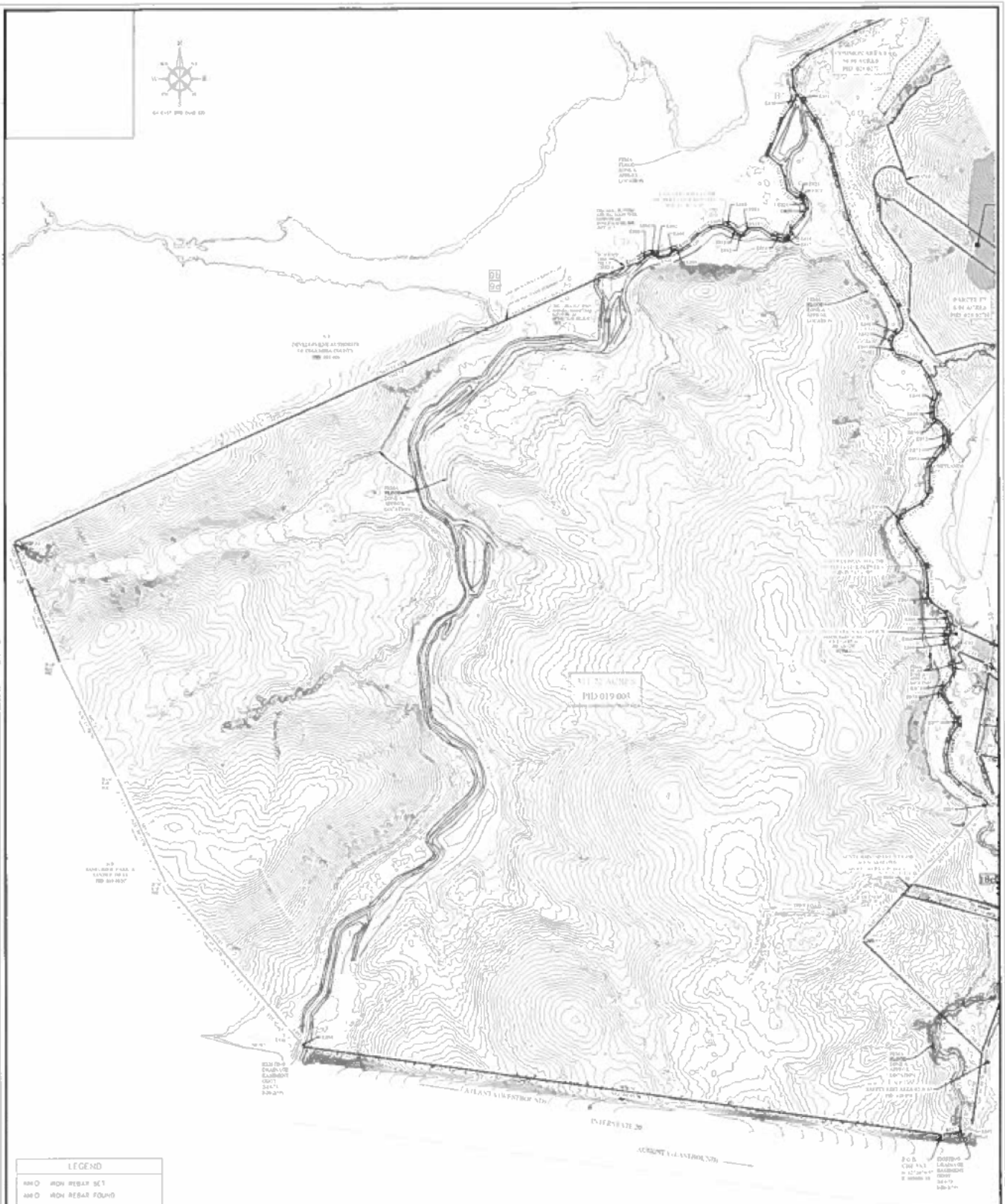
THENCE [illegible] North [illegible] West, 269.49 feet to a point;

THENCE [illegible] North [illegible] West, 7.89 feet to a point;

THENCE [illegible] North 21°17'[illegible] West, 668.76 feet to a point;

THENCE [illegible] North 21°17'[illegible] West, 1,176.56 feet to a point;

THENCE [illegible] North 20°



LEGEND

- IRM ○ IRON REBAR SET
- IRF ○ IRON REBAR FOUND
- IPF ○ IRON PIPE FOUND
- CMF CONCRETE MONUMENT FOUND
- SEWER MANHOLE
- STORM MANHOLE
- GRATE INLET
- JUNCTION BOX
- POWER POLE
- LIGHT POLE
- ELEC METER/PULL BOX/TRANS
- CABLE BOX
- BROADBAND BOX
- ATT BOX
- TELEPHONE BOX
- HVAC UNIT
- CLEANOUT
- HYDRANT
- WATER VALVE
- WATER METER
- GAS VALVE
- SIGN
- MAILBOX
- HANDICAP PARKING
- FENCE LINE
- STORM SEWER LINE
- SANITARY SEWER LINE

GRAPHIC SCALE (1" = 200')

CERTIFICATION

AN ALTA/NSPS LAND TITLE SURVEY OF

311.72 ACRES
PID 019 003

COLUMBIA COUNTY, GEORGIA

PREPARED FOR
TC Atlanta Development, Inc

JACHENS
LAND SURVEYING, INC.
Professional Land Surveying • GIS • Mapping

PROJECT No. 25049 FIELD DATE
DRAWN BY DM PLAT DATE
SCALE 1" = 200'

SHEET 1 OF 2

BOOK 12709 PAGE 0 14

CLERK OF SUPERIOR COURT
COLUMBIA COUNTY, GEORGIA
FILED IN OFFICE

2020 JUL 16 PM 12: 16
12709
BOOK PAGE 14-16
CINDY MASON, CLERK

PT-61 036 2020 004213
Deed
Doc: WD
Recorded 07/16/2020 12:16PM
Georgia Transfer Tax Paid : $0.00
CINDY MASON
Clerk Superior Court, Columbia County
B 12709 P 0014-0016

----------Space Above This Line for Recorder's Use----------

After recording, please return to:
Winslow H. Verdery, Jr., LLC
P. O. Box 1556
Cornelia, GA, 30531
Attn: Winslow H. Verdery, Jr.

LIMITED WARRANTY DEED

THIS INDENTURE, made as of the 1st day of July, 2020, **COURTNEY VERDERY KESLER** (as to an undivided seventy-six and thirty-eight hundredths percent (76.38%) interest), **WINSLOW H. VERDERY, JR., TYLER HOLCOMBE VERDERY AND BEVERLY JOHNSTON VERDERY, AS CO-TRUSTEES U/T/A BEVERLY J. VERDERY, AS GRANTOR, DATED JANUARY 13, 1994, F/B/O JAMES TYLER KESLER** (as to an undivided eleven and eighty-one hundredths percent (11.81%) interest) and **WINSLOW H. VERDERY, JR., TYLER HOLCOMBE VERDERY AND BEVERLY JOHNSTON VERDERY, AS CO-TRUSTEES U/T/A BEVERLY J. VERDERY, AS GRANTOR, DATED DECEMBER 4, 1995, F/B/O STEPHEN HAMILTON KESLER** (as to an undivided eleven and eighty-one hundredths percent (11.81%) interest) (collectively, "Grantor") to **HARTPINE TIMBERLANDS, LLC**, a Georgia limited liability company, ("Grantee") (the words "Grantor" and "Grantee" to include their respective successors and assigns, where the context requires or permits):

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and does by these presents does grant, bargain, sell and convey unto Grantee, the following described real property located in Columbia County, Georgia, together with all improvements thereon: **ALL OF GRANTORS' INTEREST IN SAID PROPERTY, BEING AN UNDIVIDED TOTAL OF ONE HUNDRED PERCENT (100%) INTEREST IN AND TO:**

See EXHIBIT "A" attached hereto and by reference made a part hereof.

To have and to hold the said described property, together with all and singular the rights, members and appurtenances thereunto appertaining, to the only proper use, benefit and behoof of the Grantee, in fee simple, and Grantor will warrant and forever defend the right and title to the above-described property unto Grantee against the lawful claims of all persons owning, holding or claiming by, through or under Grantor, but not otherwise.

The above-described property is conveyed subject to any and all covenants, easements, rights of

EXHIBIT "A"
Legal Description

All that tract or parcel of land lying and being in the 129th GMD of Columbia County, Georgia, being shown and designated as "Tract A", containing 320.55 acres, more or less, on a plat of survey entitled "Revised Plat of Survey EAST GEORGIA TIMBERLANDS, LLC", dated May 17, 2019, prepared by Benjamin O. Echols, GA RLS #3320, and recorded in Plat Book E2019, page 207, in the Office of the Clerk of the Superior Court of Columbia County, Georgia, which plat and the record thereof is hereby incorporated herein for a more full and complete description.

AN ALTA/NSPS LAND TITLE SURVEY OF:

311.72 ACRES
PID: 019 003
COLUMBIA COUNTY, GEORGIA



LOCATION MAP

AS-SURVEYED LEGAL DESCRIPTION

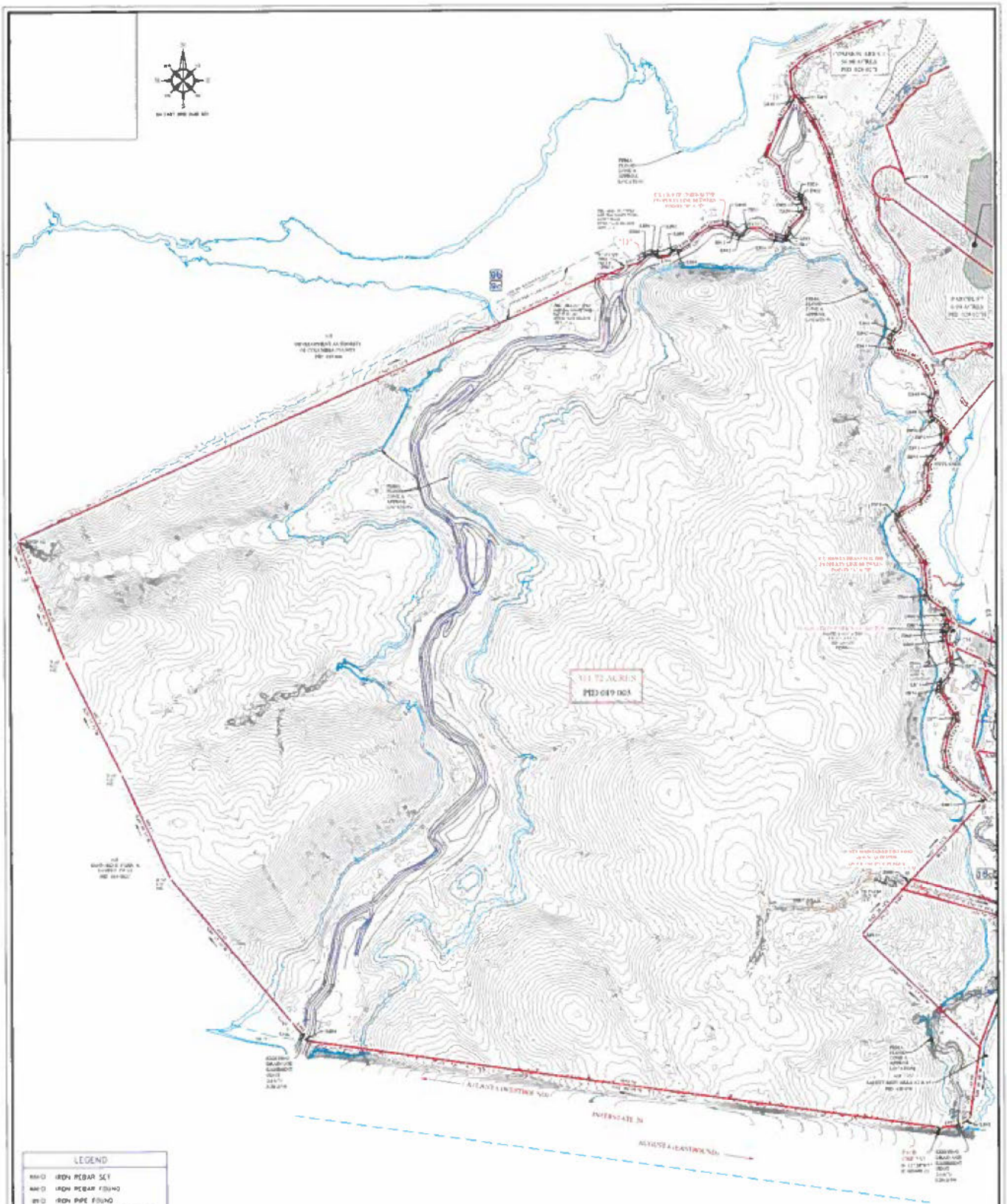
BEGINNING AT A CONCRETE MONUMENT FOUND ON THE NORTHERLY RIGHT-OF-WAY OF INTERSTATE 20 (VARIABLE WIDTH RIGHT-OF-WAY) AT GEORGIA STATE PLANE COORDINATED MONUMENT "HILL" OF

N: 3227[illegible]
E: 8[illegible]

THENCE [illegible] North [illegible] East [illegible] feet to a point;

THENCE [illegible] North [illegible] East [illegible] feet to a point;

THENCE [illegible] North [illegible] East [illegible] feet to a point;



LEGEND

- IRON REBAR SET
- IRON REBAR FOUND
- IRON PIPE FOUND
- CONCRETE MONUMENT FOUND
- SEWER MANHOLE
- STORM MANHOLE
- GRATE INLET
- JUNCTION BOX
- POWER POLE
- LIGHT POLE
- ELEC METER/PULL BOX/TRANS
- CABLE BOX
- BROADBAND BOX
- ATT BOX
- TELEPHONE BOX
- HVAC UNIT
- ELEMBOLT
- HYDRANT
- WATER VALVE
- WATER METER
- GAS VALVE
- SIGN
- MAILBOX
- HANDICAP PARKING
- FENCE LINE
- STORM SEWER LINE
- SANITARY SEWER LINE

GRAPHIC SCALE (1" = 200')

CERTIFICATION

AN ALTA/NSPS LAND TITLE SURVEY OF

311.72 ACRES
PID 019 003

COLUMBIA COUNTY, GEORGIA

PREPARED FOR
TC Atlanta Development, Inc

JACHENS
LAND SURVEYING, INC.
Professional Land Surveying - GIS - Mapping

PROJECT No. 25049
DRAWN BY
SCALE
FIELD DATE
PLAT DATE

SHEET 2 OF 2

Office Use Only	
Date Received:	
Public Hearing Date:	
File #	
BOC Meeting Date:	
Commission District:	

ZONING APPLICATION

COLUMBIA COUNTY, GEORGIA

PLEASE SELECTION ONE

Type of Application: [X] **Rezoning** [ ] **Plan Revision** [ ] **Variance** [ ] **Variation** [ ] **Conditional Use**

Date of Application: _____

Rezoning: The undersigned requests that the property described be rezoned from M-2 to D-C.

Plan Revision[1]**:** The undersigned requests a revision to the current _____ zoning.

Variance[2]**:** The undersigned requests a variance to Section _____ of the Columbia County Code of Ordinances.

Variation[3]**:** The undersigned requests a variation to Section _____ of the Columbia County Code of Ordinances.

NOTE: Please see footnotes on the backside of this sheet.

PROPERTY INFORMATION:

Tax Map # _____ Parcel # 028 027Q Address: Catalyst Dr.
(For multiple properties, please use a separate sheet of paper.) Road Frontage: 500' feet on the North / South / East / West (circle one) side of Progress Drive. Property area is approximately 2.43 acres and is located 750 feet from the intersection of Catalyst Drive and Progress Drive. The attached plat for the property was prepared by Jaschens Land Surveying, Inc and dated 12.1.25

PROPOSED USE (for rezoning):
If approved, the property will be used for the following purpose(s):

_____

OWNERSHIP AND APPLICANT INFORMATION:

OWNER: TC GREEN JACKET, LLC.
ADDRESS: 3550 Lenox Road #2200
CITY: Atlanta STATE: GA ZIP: 30326
PHONE #: [redacted]
Email (or) Fax: [redacted]

APPLICANT: Development Authority of Columbia Co
ADDRESS: 1000 Buisness Blvd
CITY: Evans STATE: GA ZIP: 30809
PHONE#: [redacted]
Email (or) Fax: [redacted]

DISCLOSURE
Does any local government official or member of their family have a financial interest in the property, or has the applicant made campaign contributions in the aggregate of $250 or more within the past two years to any local government official? (Yes or No). **If yes, a full written disclosure must be submitted with this application.**

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

Owner's Signature	Applicant's Signature
Drew Fredrick	Cheney Eldridge, Executive Director
Printed Name	Printed Name

Subscribed and sworn to before me on 5 day of December 20 25.
By: Caroline Williams Notary Public

CANDICE WILLIAMS NOTARY PUBLIC EXPIRES GEORGIA 06/26/2029 FULTON COUNTY

Please return original notarized application with all supporting documentation and fees, to the Columbia County Planning Department, P.O. Box 498, Evans, GA 30809. Refer to *Fee Schedule.*

After Recording Return To:
Hull Barrett, PC
7004 Evans Town Center, 3rd Floor
Evans, GA 30809

Order No.: 2829-124

Deed Doc: WD
Recorded 12/29/2020 04:52PM
Georgia Transfer Tax Paid :
$4,522.10
CINDY MASON
Clerk Superior Court, COLUMBIA
County, Ga.
Bk 13115 Pg 0106-0108
Penalty: $0.00
Interest: $0.00
Participants:
9315989548,2364644095
$(PT61)

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF COLUMBIA

THIS INDENTURE, made this 29th day of December, 2020, between Pumpkin Center Properties, LLLP, a Georgia limited liability limited partnership, of the County of Columbia, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Development Authority of Columbia County, as party or parties of the second part, hereinafter called Grantee.

The words "Grantor" and "Grantee" whenever used herein shall include all individuals, corporations, and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein.

WITNESSETH that: Grantor, for and in consideration of the sum of One Dollars And No/100 Dollars ($1.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

See Exhibit A attached hereto and by this reference incorporated herein and made a part hereof.

SUBJECT to all zoning ordinances, easements, and restrictions of record insofar as the same may lawfully affect the above-described property.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in Fee Simple.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons owning, holding or claiming by, through or under the said Grantor.

Signatures to follow

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, this 29th day of December, 2020.

Signed, sealed and delivered in the presence of:

Pumpkin Center Properties, LLLP, a Georgia limited liability limited partnership

BY: _____
NAME: _____
ITS: _____

_____
Unofficial Witness

_____
Notary Public

My Commission Expires: 9/18/2023

STEPHANIE L. WILLIAMS
Notary Public, Georgia
Columbia County
My Commission Expires
September 18, 2023

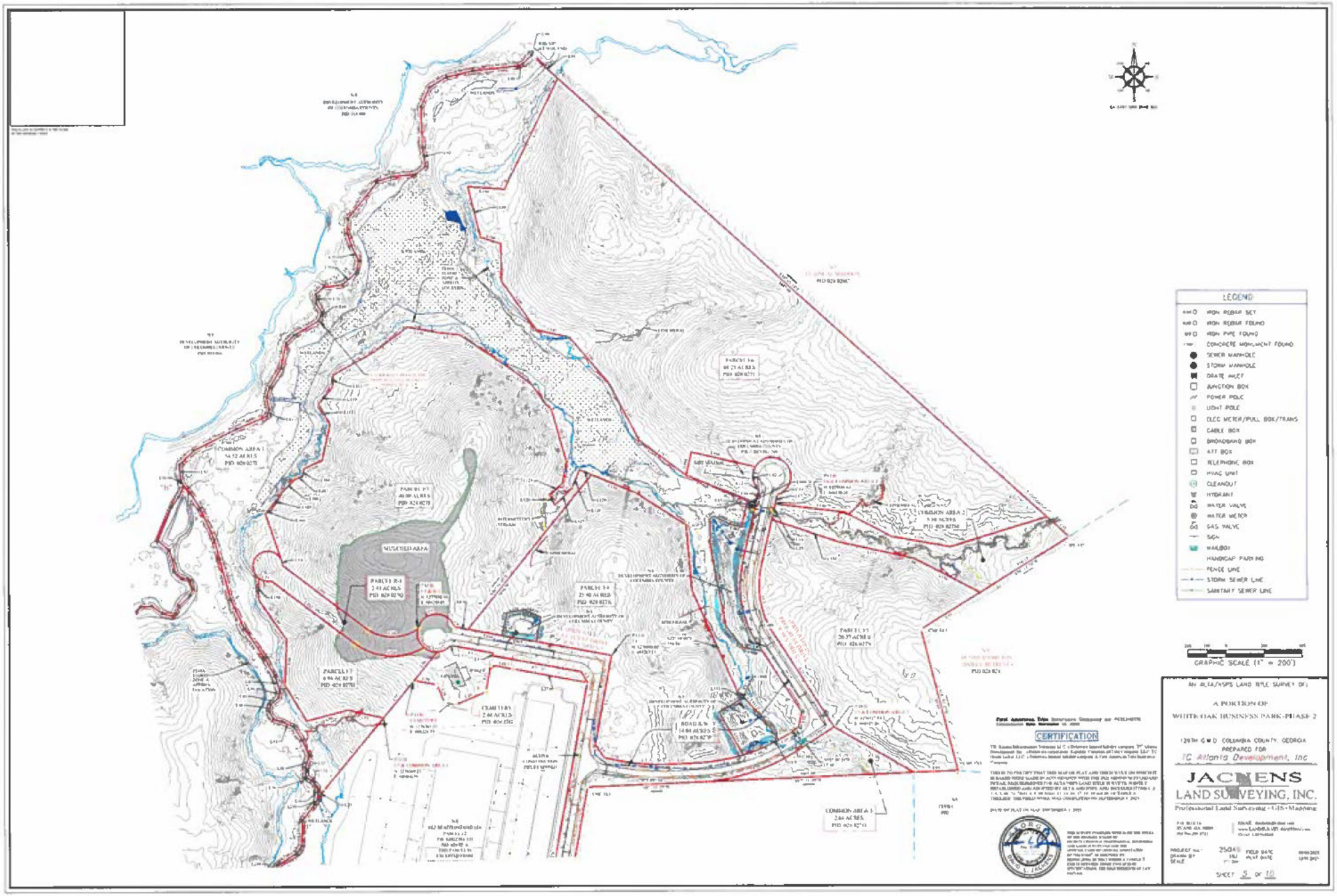
EXHIBIT A
Legal Description

All that lot or parcel of land with improvements thereon, situate, lying and being in the State of Georgia, County of Columbia, being known and designated as Tract "A", containing 19.22 acres being more particularly shown on a plat prepared by Robert L. Herrington, Jr. under date April 2, 1996 and recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia in PC "C", Slide 57 #9; reference is hereby made to said plat for a more complete and accurate description as to metes, bounds and location of said property.

TOGETHER WITH All that lot or parcel of land with improvements thereon, situate, lying and being in the State of Georgia, County of Columbia, being known and designated as Tract "B", containing 322.55 acres being more particularly shown on a plat prepared by Robert L. Herrington, Jr. under date April 2, 1996 and recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia in PC "C", Slide 57 #9; reference is hereby made to said plat for a more complete and accurate description as to metes, bounds and location of said property.

This property is conveyed subject to any restrictions and to any easements of record in said clerk's office.

Tax Parcel Number: 028 027


LEGEND
IRON REBAR SET
IRON REBAR FOUND
IRON PIPE FOUND
CONCRETE MONUMENT FOUND
SEWER MANHOLE
STORM MANHOLE
DRAIN INLET
JUNCTION BOX
POWER POLE
LIGHT POLE
ELEC METER/PULL BOX/TRANS
CABLE BOX
BROADBAND BOX
ATT BOX
TELEPHONE BOX
HVAC UNIT
CLEANOUT
HYDRANT
WATER VALVE
WATER METER
GAS VALVE
SIGN
MAILBOX
HANDICAP PARKING
FENCE LINE
STORM SEWER LINE
SANITARY SEWER LINE
GRAPHIC SCALE (1" = 200')
CERTIFICATION
AN ALTA/NSPS LAND TITLE SURVEY OF:
A PORTION OF
WHITE OAK BUSINESS PARK-PHASE 2
120TH G.M.D. COLUMBIA COUNTY, GEORGIA
PREPARED FOR
IC Atlanta Development, Inc
JACKENS
LAND SURVEYING, INC.
Professional Land Surveying • GIS • Mapping
SHEET 5 OF 10

Office Use Only	
Date Received:	
Public Hearing Date:	
File #	
BOC Meeting Date:	
Commission District:	

ZONING APPLICATION

COLUMBIA COUNTY, GEORGIA

PLEASE SELECTION ONE

Type of Application: [X] Rezoning [ ] Plan Revision [ ] Variance [ ] Variation [ ] Conditional Use

Date of Application: _____

Rezoning: The undersigned requests that the property described be rezoned from M-2 > R-A to D-C.

Plan Revision[1]**:** The undersigned requests a revision to the current _____ zoning.

Variance[2]**:** The undersigned requests a variance to Section _____ of the Columbia County Code of Ordinances.

Variation[3]**:** The undersigned requests a variation to Section _____ of the Columbia County Code of Ordinances.

NOTE: Please see footnotes on the backside of this sheet.

PROPERTY INFORMATION:

Tax Map # _____ Parcel # 028 077M Address: 865 Progress Dr.
(For multiple properties, please use a separate sheet of paper.) Road Frontage: 75' feet on the North / South / East / West (circle one) side of Progress Drive. Property area is approximately 5.5 acres and is located 1300' feet from the intersection of Catalyst Drive and Progress Drive. The attached plat for the property was prepared by Jaschens Land Surveying, Inc and dated 12.01.25

PROPOSED USE (for rezoning):
If approved, the property will be used for the following purpose(s):

OWNERSHIP AND APPLICANT INFORMATION:

OWNER: TC GREEN JACKET, LLC.
ADDRESS: 3550 Lenox Road #2200
CITY: Atlanta STATE: GA ZIP: 30326
PHONE #: [redacted]
Email (or) Fax: [redacted]

APPLICANT: Development Authority of Columbia Co
ADDRESS: 1000 Buisness Blvd
CITY: Evans STATE: GA ZIP: 30809
PHONE#: [redacted]
Email (or) Fax:

DISCLOSURE
Does any local government official or member of their family have a financial interest in the property, or has the applicant made campaign contributions in the aggregate of $250 or more within the past two years to any local government official? (Yes or No) If yes, a full written disclosure must be submitted with this application.

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

Owner's Signature

Drew Fredrick
Printed Name

Applicant's Signature

Cheney Eldridge, Executive Director
Printed Name

Subscribed and sworn to before me on 5 day of December 20 25.
By: Candace Williams Notary Public

Please return original notarized application with all supporting documentation and fees, to the Columbia County Planning Department, P.O. Box 498, Evans, GA 30809. Refer to *Fee Schedule*.

CANDACE WILLIAMS NOTARY PUBLIC FULTON COUNTY GEORGIA EXPIRES 06/26/2029

After Recording Return To:
Hull Barrett, PC
7004 Evans Town Center, 3rd Floor
Evans, GA 30809

Order No.: 2829-124

Deed Doc: WD
Recorded 12/29/2020 04:52PM
Georgia Transfer Tax Paid :
$4,522.10
CINDY MASON
Clerk Superior Court, COLUMBIA
County, Ga.
Bk 13115 Pg 0106-0108
Penalty: $0.00
Interest: $0.00
Participants:
9315989548,2364644095
$(PT61)

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF COLUMBIA

THIS INDENTURE, made this 28th day of December, 2020, between Pumpkin Center Properties, LLLP, a Georgia limited liability limited partnership, of the County of Columbia, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Development Authority of Columbia County, as party or parties of the second part, hereinafter called Grantee.

The words "Grantor" and "Grantee" whenever used herein shall include all individuals, corporations, and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein.

WITNESSETH that: Grantor, for and in consideration of the sum of One Dollars And No/100 Dollars ($1.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

See Exhibit A attached hereto and by this reference incorporated herein and made a part hereof.

SUBJECT to all zoning ordinances, easements, and restrictions of record insofar as the same may lawfully affect the above-described property.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in Fee Simple.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons owning, holding or claiming by, through or under the said Grantor.

Signatures to follow

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, this 29th day of December, 2020.

Signed, sealed and delivered in the presence of:

Pumpkin Center Properties, LLLP, a Georgia limited liability limited partnership

BY: _____

NAME: _____

ITS: _____

_____
Unofficial Witness

_____
Notary Public

My Commission Expires: 9/18/2023

STEPHANIE L. WILLIAMS
Notary Public, Georgia
Columbia County
My Commission Expires
September 18, 2023

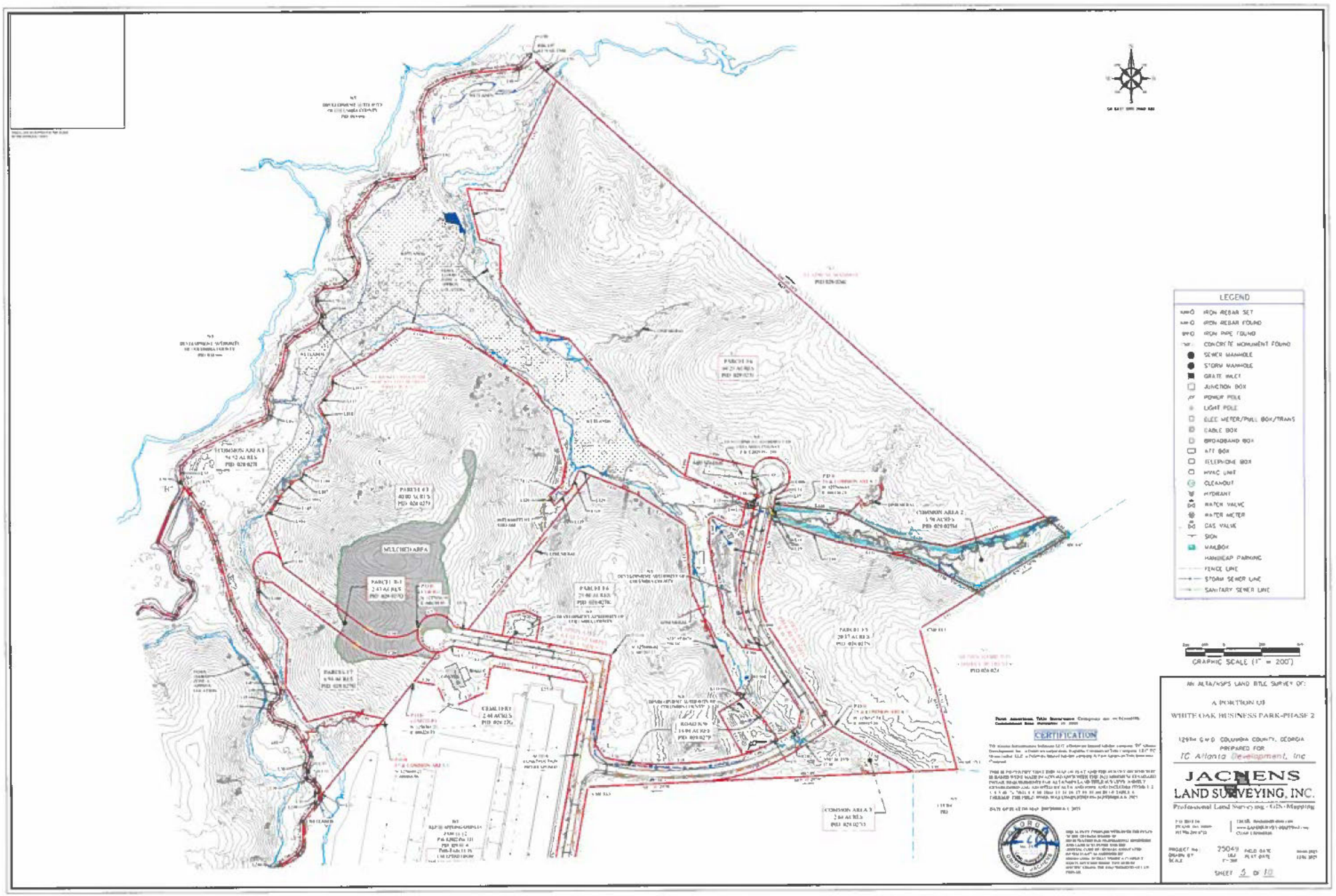
EXHIBIT A
Legal Description

All that lot or parcel of land with improvements thereon, situate, lying and being in the State of Georgia, County of Columbia, being known and designated as Tract "A", containing 19.22 acres being more particularly shown on a plat prepared by Robert L. Herrington, Jr. under date April 2, 1996 and recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia in PC "C", Slide 57 #9; reference is hereby made to said plat for a more complete and accurate description as to metes, bounds and location of said property.

TOGETHER WITH All that lot or parcel of land with improvements thereon, situate, lying and being in the State of Georgia, County of Columbia, being known and designated as Tract "B", containing 322.55 acres being more particularly shown on a plat prepared by Robert L. Herrington, Jr. under date April 2, 1996 and recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia in PC "C", Slide 57 #9; reference is hereby made to said plat for a more complete and accurate description as to metes, bounds and location of said property.

This property is conveyed subject to any restrictions and to any easements of record in said clerk's office.

Tax Parcel Number: 028 027


LEGEND
IRON REBAR SET
IRON REBAR FOUND
IRON PIPE FOUND
CONCRETE MONUMENT FOUND
SEWER MANHOLE
STORM MANHOLE
GRATE INLET
JUNCTION BOX
POWER POLE
LIGHT POLE
ELEC METER/PULL BOX/TRANS
CABLE BOX
BROADBAND BOX
ATT BOX
TELEPHONE BOX
HVAC UNIT
CLEANOUT
HYDRANT
WATER VALVE
WATER METER
GAS VALVE
SIGN
MAILBOX
HANDICAP PARKING
FENCE LINE
STORM SEWER LINE
SANITARY SEWER LINE
GRAPHIC SCALE (1" = 200')
MULCHED AREA
CEMETERY
COMMON AREA 2
COMMON AREA 3
CERTIFICATION
AN ALTA/NSPS LAND TITLE SURVEY OF:
A PORTION OF
WHITE OAK BUSINESS PARK-PHASE 2
129TH G.M.D. COLUMBIA COUNTY, GEORGIA
PREPARED FOR
TC Atlanta Development, Inc
JACKENS
LAND SURVEYING, INC.
Professional Land Surveying - GIS - Mapping
PROJECT No. 25049
SHEET 5 OF 10

Office Use Only	
Date Received:	
Public Hearing Date:	
File #	
BOC Meeting Date:	
Commission District:	

ZONING APPLICATION

COLUMBIA COUNTY, GEORGIA

PLEASE SELECTION ONE

Type of Application: [X] Rezoning [ ] Plan Revision [ ] Variance [ ] Variation [ ] Conditional Use

Date of Application: _____

Rezoning: The undersigned requests that the property described be rezoned from M-2 to D-C.

Plan Revision[1]: The undersigned requests a revision to the current _____ zoning.

Variance[2]: The undersigned requests a variance to Section _____ of the Columbia County Code of Ordinances.

Variation[3]: The undersigned requests a variation to Section _____ of the Columbia County Code of Ordinances.

NOTE: Please see footnotes on the backside of this sheet.

PROPERTY INFORMATION:

Tax Map # _____ Parcel # 028 027D Address: 825 Progress Dr.
(For multiple properties, please use a separate sheet of paper.) Road Frontage: 300 feet on the North / South / East / West (circle one) side of Progress Drive. Property area is approximately 2.64 acres and is located 500' feet from the intersection of Catalyst Drive and Progress Drive. The attached plat for the property was prepared by Jaschens Land Surveying, Inc and dated 12.1.25

PROPOSED USE (for rezoning):
If approved, the property will be used for the following purpose(s):
Data Center

OWNERSHIP AND APPLICANT INFORMATION:

OWNER: TC GREEN JACKET, LLC.
ADDRESS: 3550 Lenox Road #2200
CITY: Atlanta STATE: GA ZIP: 30326
PHONE #: [redacted]
Email (or) Fax: [redacted]

APPLICANT: Development Authority of Columbia Co
ADDRESS: 1000 Buisness Blvd
CITY: Evans STATE: GA ZIP: 30809
PHONE#: [redacted]
Email (or) F[redacted]

DISCLOSURE
Does any local government official or member of their family have a financial interest in the property, or has the applicant made campaign contributions in the aggregate of $250 or more within the past two years to any local government official? (Yes or No) No. **If yes, a full written disclosure must be submitted with this application.**

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

Owner's Signature

Drew Fredrick
Printed Name

Applicant's Signature

Cheney Eldridge, Executive Director
Printed Name

Subscribed and sworn to before me on 5 day of December 20 25.
By: Candice Williams Notary Public

CANDICE WILLIAMS NOTARY PUBLIC FULTON COUNTY EXPIRES GEORGIA 06/26/2029

Please return original notarized application with all supporting documentation and fees, to the Columbia County Planning Department, P.O. Box 498, Evans, GA 30809. Refer to *Fee Schedule*.

After Recording Return To:
Hull Barrett, PC
7004 Evans Town Center, 3rd Floor
Evans, GA 30809

Order No.: 2829-124

Deed Doc: WD
Recorded 12/29/2020 04:52PM
Georgia Transfer Tax Paid :
$4,522.10
CINDY MASON
Clerk Superior Court, COLUMBIA
County, Ga.
Bk 13115 Pg 0106-0108
Penalty: $0.00
Interest: $0.00
Participants:
9315989548,2364644095
$(PT61)

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF COLUMBIA

THIS INDENTURE, made this 29th day of December, 2020, between Pumpkin Center Properties, LLLP, a Georgia limited liability limited partnership, of the County of Columbia, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Development Authority of Columbia County, as party or parties of the second part, hereinafter called Grantee.

The words "Grantor" and "Grantee" whenever used herein shall include all individuals, corporations, and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein.

WITNESSETH that: Grantor, for and in consideration of the sum of One Dollars And No/100 Dollars ($1.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

See Exhibit A attached hereto and by this reference incorporated herein and made a part hereof.

SUBJECT to all zoning ordinances, easements, and restrictions of record insofar as the same may lawfully affect the above-described property.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in Fee Simple.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons owning, holding or claiming by, through or under the said Grantor.

Signatures to follow

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, this 29th day of December, 2020.

Signed, sealed and delivered in the presence of:

Pumpkin Center Properties, LLLP, a Georgia limited liability limited partnership

BY: _____
NAME: _____
ITS: General Partner

_____
Unofficial Witness

_____
Notary Public

My Commission Expires: 9/18/2023

STEPHANIE L. WILLIAMS
Notary Public, Georgia
Columbia County
My Commission Expires
September 18, 2023

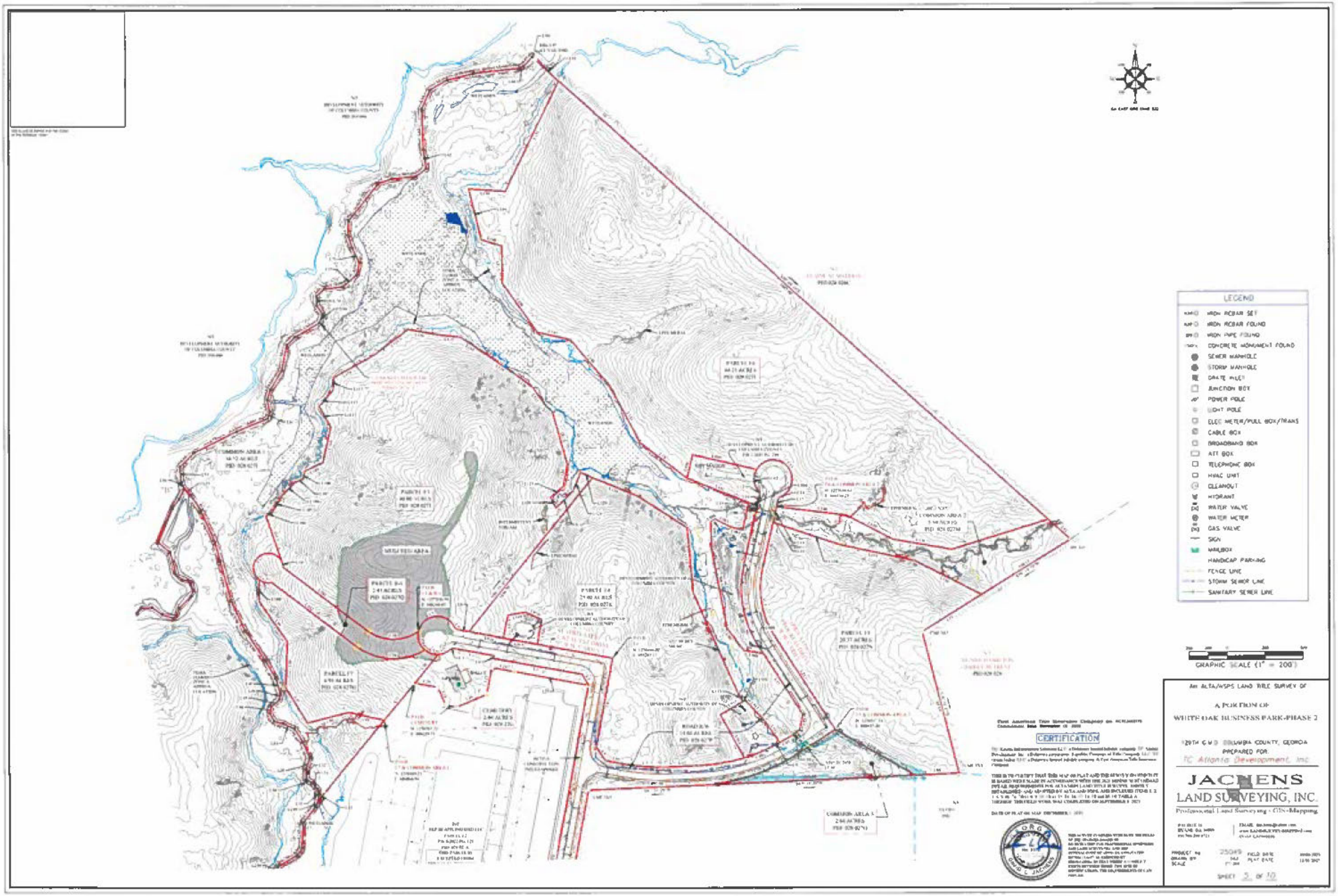
EXHIBIT A
Legal Description

All that lot or parcel of land with improvements thereon, situate, lying and being in the State of Georgia, County of Columbia, being known and designated as Tract "A", containing 19.22 acres being more particularly shown on a plat prepared by Robert L. Herrington, Jr. under date April 2, 1996 and recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia in PC "C", Slide 57 #9; reference is hereby made to said plat for a more complete and accurate description as to metes, bounds and location of said property.

TOGETHER WITH All that lot or parcel of land with improvements thereon, situate, lying and being in the State of Georgia, County of Columbia, being known and designated as Tract "B", containing 322.55 acres being more particularly shown on a plat prepared by Robert L. Herrington, Jr. under date April 2, 1996 and recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia in PC "C", Slide 57 #9; reference is hereby made to said plat for a more complete and accurate description as to metes, bounds and location of said property.

This property is conveyed subject to any restrictions and to any easements of record in said clerk's office.

Tax Parcel Number: 028 027


LEGEND
IRON REBAR SET
IRON REBAR FOUND
IRON PIPE FOUND
CONCRETE MONUMENT FOUND
SEWER MANHOLE
STORM MANHOLE
DRAIN INLET
JUNCTION BOX
POWER POLE
LIGHT POLE
ELEC METER/PULL BOX/TRANS
CABLE BOX
BROADBAND BOX
ATT BOX
TELEPHONE BOX
HVAC UNIT
CLEANOUT
HYDRANT
WATER VALVE
WATER METER
GAS VALVE
SIGN
MAILBOX
HANDICAP PARKING
FENCE LINE
STORM SEWER LINE
SANITARY SEWER LINE
GRAPHIC SCALE (1" = 200')
CERTIFICATION
An ALTA/NSPS LAND TITLE SURVEY OF
A PORTION OF
WHITE OAK BUSINESS PARK-PHASE 2
128TH G.M.D. COLUMBIA COUNTY, GEORGIA
PREPARED FOR:
TC Atlanta Development, Inc.
JACKENS
LAND SURVEYING, INC.
Professional Land Surveying • GIS • Mapping
SHEET 3 OF 10

Office Use Only
Date Received:
Public Hearing Date:
File #
BOC Meeting Date:
Commission District:

ZONING APPLICATION

COLUMBIA COUNTY, GEORGIA

PLEASE SELECTION ONE

Type of Application: ☒ **Rezoning** ☐ **Plan Revision** ☐ **Variance** ☐ **Variation** ☐ **Conditional Use**

Date of Application: _____

Rezoning: The undersigned requests that the property described be rezoned from R-A + M-1 to D-C.

Plan Revision[1]**:** The undersigned requests a revision to the current _____ zoning.

Variance[2]**:** The undersigned requests a variance to Section _____ of the Columbia County Code of Ordinances.

Variation[3]**:** The undersigned requests a variation to Section _____ of the Columbia County Code of Ordinances.

NOTE: Please see footnotes on the backside of this sheet.

PROPERTY INFORMATION:

Tax Map # _____ Parcel # 019 002G Address: 0 Morris Callaway Rd

(For multiple properties, please use a separate sheet of paper.) Road Frontage: 1600 feet on the North / South / East / West (circle one) side of 20 WEST. Property area is approximately 37.03 acres and is located 1300 feet from the intersection of END OF MORRIS CALLAWAY. The attached plat for the property was prepared by HARRIS & ASSOCIATES and dated July 25, 1995

PROPOSED USE (for rezoning):

If approved, the property will be used for the following purpose(s):

Data Center

OWNERSHIP AND APPLICANT INFORMATION:

OWNER: Sandra Deas

ADDRESS: 111 Woodcreek

CITY: Appling STATE: GA ZIP: 30802

PHONE #: [redacted]

Email (or) Fax: [redacted]

APPLICANT: DEV. AUTHORITY COLUMBIA COUNTY

ADDRESS: 1000 BUSINESS BLVD

CITY: EVANS STATE: GA ZIP: 30809

PHONE#: [redacted]

Email (or) Fax: [redacted]

DISCLOSURE

Does any local government official or member of their family have a financial interest in the property, or has the applicant made campaign contributions in the aggregate of $250 or more within the past two years to any local government official? (Yes or No) **If yes, a full written disclosure must be submitted with this application.**

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

Sandra Deas

Owner's Signature

Sandra Deas

Printed Name

Applicant's Signature

Printed Name

CAROLYN DELL NOTARY PUBLIC COLUMBIA COUNTY GA MY COMM. EXP. OCTOBER 27, 2029

Subscribed and sworn to before me on 4th day of December 2025.

By: _____ Notary Public

Please return original notarized application with all supporting documentation and fees, to the Columbia County Planning Department, P.O. Box 498, Evans, GA 30809. Refer to *Fee Schedule.*

Date Received: _____
Public Hearing Date: _____
File # _____

ZONING APPLICATION

COLUMBIA COUNTY, GEORGIA

ADDITIONAL OWNERSHIP INFORMATION:

OWNER: Sandra Deas
ADDRESS: 111 Woodcreek Ct
CITY: Appling STATE: Ga ZIP: 30802
PHONE #: [redacted]
Email (or) Fax: [redacted]

OWNER: _____
ADDRESS: _____
CITY: _____ STATE: ____ ZIP: _____
PHONE#: _____
Email (or) Fax: _____

DISCLOSURE

Does any local government official or member of their family have a financial interest in the property, or has the applicant made campaign contributions in the aggregate of $250 or more within the past two years to any local government official? (Yes or No). **If yes, a full written disclosure must be submitted with this application.**

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

Sandra P. Deas
Owner's Signature

_____
Owner's Signature

Sandra Deas
Printed Name

_____
Printed Name

CAROLYN DeLOACH NOTARY PUBLIC MY COMM. EXP. OCTOBER 27, 2029 COLUMBIA COUNTY, GA

Subscribed and sworn to before me on 4th day of December 2025.

By: _____ Notary Public

ADDITIONAL OWNERSHIP INFORMATION:

OWNER: _____
ADDRESS: _____
CITY: _____ STATE: ____ ZIP: _____
PHONE #: _____
Email (or) Fax: _____

OWNER: _____
ADDRESS: _____
CITY: _____ STATE: ____ ZIP: _____
PHONE#: _____
Email (or) Fax: _____

DISCLOSURE

Does any local government official or member of their family have a financial interest in the property, or has the applicant made campaign contributions in the aggregate of $250 or more within the past two years to any local government official? (Yes or No). **If yes, a full written disclosure must be submitted with this application.**

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

_____
Owner's Signature

_____
Owner's Signature

_____
Printed Name

_____
Printed Name

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

By: _____ Notary Public

R:drive: Planning and Development/Forms Zoning and Variance Application
Additional Ownership

Revised 2011

Record and Return to:
David L. Huguenin, P.C.
4070 Columbia Road
Martinez, GA 30907
File Number: KAT

R20-4109

Title Not Examined Nor Certified

Deed Doc: WD
Recorded 09/23/2025 09:11AM
Georgia Transfer Tax Paid :
$0.00
CINDY MASON
Clerk Superior Court, COLUMBIA
County, Ga.
Bk 15785 Pg 0247-0249
Penalty: $0.00
Interest: $0.00
$(PT61)

STATE OF GEORGIA)
)
COUNTY OF COLUMBIA)

LIMITED WARRANTY DEED

THIS INDENTURE is made this **18th day of September, 2025** by and between **Sandi P. Deas aka Sandra P. Deas and Sanford E. Parr**, hereinafter called "Grantor", and **Sandra P. Deas**, hereinafter called "Grantee". The words "Grantor" and "Grantee" include the neuter, masculine and feminine genders, and the singular and plural, and include their respective heirs, successors and assigns where the context requires or permits.

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars and no/100 ($10.00) in hand paid to Grantor by Grantee at and before the execution, sealing and delivery hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee, the following described property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF FOR LEGAL DESCRIPTION

TO HAVE AND TO HOLD, said property, together with any and all of the rights, members and appurtenances thereof to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of the Grantee forever, in fee simple; and

GRANTOR SHALL WARRANT and forever defend the right and title to said tract or parcel of land unto Grantee and the heirs, successors, legal representatives and assigns of Grantee, against the claims of all persons whomsoever, claiming by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has executed and sealed this indenture this 18th day of September, 2025.

Sandra P. Deas

Sandra P. Deas

Sanford E. Parr

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My Commission Expires: _____

(NOTARY SEAL)

KATHIE GROGAN NOTARY PUBLIC COLUMBIA COUNTY, GA My Commission Expires June 13, 2027

EXHIBIT "A"
Legal Description

ALL that lot or parcel of land, with improvements thereon, situate, lying and being in the State of **Georgia**, County of **Columbia**, and being shown and designated as **Tract 3, consisting of 36.80 acres, more or less, and Tract 4, consisting of 37.03 acres, more or less,** as shown on a plat recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia, in **PC-C, Slide 36 #8;** reference being made to said plat for a more complete and accurate description as to the metes, bounds and location of said property.

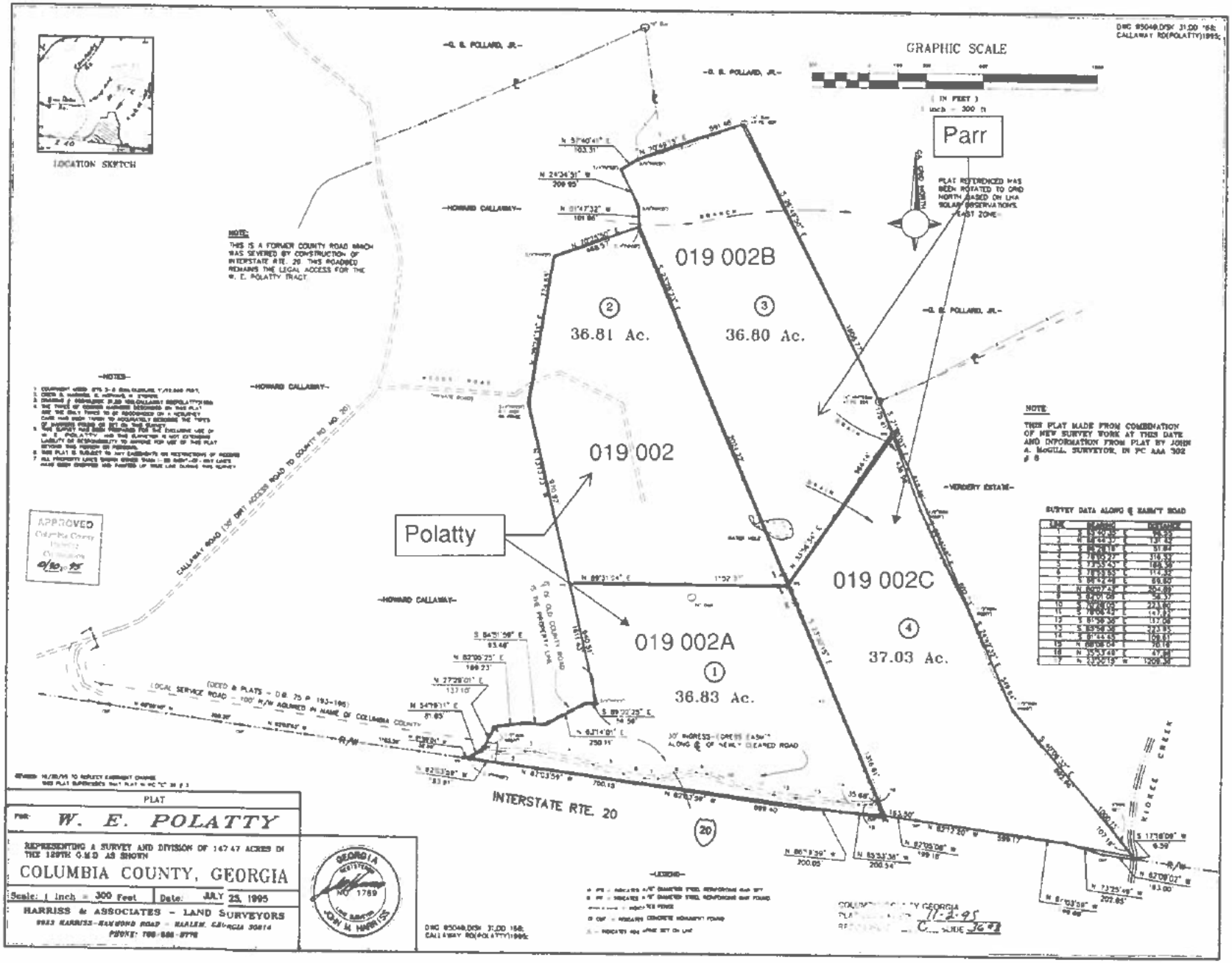
Said property is conveyed subject to a 30-foot Ingress and Egress Easement as shown on the aforementioned plat.

Also herein conveyed is a 30-foot Ingress and Egress Easement which extends to County Road No. 20 as shown on the aforementioned plat.

Said property is conveyed subject to and with notice of the following matters: a) drainage easements, building setback lines, and all other matters shown on the plat of record; b) general utility easements and road right-of-way grants and easements.

Said property is hereby conveyed subject to any and all other easements, conveyances of any sort, restrictions and rights of way of record in the aforesaid Clerk's Office.

Tax map & parcel number: **019 002B (Tract 3)**
019 002C (Tract 4)



GRAPHIC SCALE
(IN FEET)
1 inch = 300 ft
Parr
Polatty
019 002B
36.81 Ac.
36.80 Ac.
019 002
019 002A
36.83 Ac.
019 002C
37.03 Ac.
LOCATION SKETCH
NOTE:
THIS IS A FORMER COUNTY ROAD WHICH WAS SEVERED BY CONSTRUCTION OF INTERSTATE RTE. 20. THIS ROADBED REMAINS THE LEGAL ACCESS FOR THE W. E. POLATTY TRACT.
NOTE
THIS PLAT MADE FROM COMBINATION OF NEW SURVEY WORK AT THIS DATE AND INFORMATION FROM PLAT BY JOHN A. McGILL, SURVEYOR, IN PC AAA 302 # 8
SURVEY DATA ALONG ℄ EASM'T ROAD
-G. E. POLLARD, JR.-
-HOWARD CALLAWAY-
-VERDERY ESTATE-
CALLAWAY ROAD (30' DIRT ACCESS ROAD TO COUNTY RD NO. 20)
LOCAL SERVICE ROAD - 100' R/W ACQUIRED IN NAME OF COLUMBIA COUNTY
INTERSTATE RTE. 20
KIOKEE CREEK
APPROVED
PLAT
FOR: W. E. POLATTY
REPRESENTING A SURVEY AND DIVISION OF 147.47 ACRES IN THE 129TH G.M.D. AS SHOWN
COLUMBIA COUNTY, GEORGIA
Scale: 1 inch = 300 Feet
Date: JULY 25, 1995
HARRISS & ASSOCIATES - LAND SURVEYORS
GEORGIA REGISTERED LAND SURVEYOR NO. 1769 JOHN M. HARRISS

Office Use Only
Date Received:
Public Hearing Date:
File #
BOC Meeting Date:
Commission District:

ZONING APPLICATION

COLUMBIA COUNTY, GEORGIA

PLEASE SELECTION ONE

Type of Application: ☒ Rezoning ☐ Plan Revision ☐ Variance ☐ Variation ☐ Conditional Use

Date of Application: 12/3/2025

Rezoning: The undersigned requests that the property described be rezoned from R-A to D-C.

Plan Revision[1]**:** The undersigned requests a revision to the current _____ zoning.

Variance[2]**:** The undersigned requests a variance to Section _____ of the Columbia County Code of Ordinances.

Variation[3]**:** The undersigned requests a variation to Section _____ of the Columbia County Code of Ordinances.

NOTE: Please see footnotes on the backside of this sheet.

PROPERTY INFORMATION:

Tax Map # _____ Parcel # 019 002B Address: 0 Morris Callaway Rd

(For multiple properties, please use a separate sheet of paper.) Road Frontage: 0 feet on the North / South / East / West (circle one) side of _____. Property area is approximately 36.80 acres and is located 1200 feet from the intersection of End of Morris Callaway .The attached plat for the property was prepared by Harris & Assoc. and dated July 25, 1995

PROPOSED USE (for rezoning):

If approved, the property will be used for the following purpose(s):

Data Center

OWNERSHIP AND APPLICANT INFORMATION:

OWNER: Sandra Deas

ADDRESS: 111 Woodcreek Ct

CITY: Appling STATE: GA ZIP: 30802

PHONE #: [redacted]

Email (or) Fax: [redacted]

APPLICANT: Dev. Authority Columbia Co.

ADDRESS: 1000 Business Blvd

CITY: Evans STATE: GA ZIP: 30809

PHONE#: [redacted]

Email (or) Fax: [redacted]

DISCLOSURE

Does any local government official or member of their family have a financial interest in the property, or has the applicant made campaign contributions in the aggregate of $250 or more within the past two years to any local government official? (Yes or No). **If yes, a full written disclosure must be submitted with this application.**

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

Sandra Deas — Owner's Signature

Applicant's Signature

Sandra Deas — Printed Name

Printed Name

CAROLYN DeLOACH NOTARY PUBLIC COLUMBIA COUNTY, GA MY COMM. EXP. OCTOBER 27, 2029

Subscribed and sworn to before me on 4th day of December 2025.

By: _____ Notary Public

Please return original notarized application with all supporting documentation and fees, to the Columbia County Planning Department, P.O. Box 498, Evans, GA 30809. Refer to *Fee Schedule*.

Date Received: _____
Public Hearing Date: _____
File # _____

ZONING APPLICATION

COLUMBIA COUNTY, GEORGIA

ADDITIONAL OWNERSHIP INFORMATION:

OWNER: Sandra P. Deas
ADDRESS: 111 Woodcreek Ct.
CITY: Appling STATE: Ga ZIP: 30802
PHONE #: [redacted]
Email (or) Fax: [redacted]

OWNER: Sandra P. Deas
ADDRESS: 111 Woodcreek Ct
CITY: Appling STATE: Ga ZIP: 30802
PHONE#: [redacted]
Email (or) Fax: [redacted]

DISCLOSURE

Does any local government official or member of their family have a financial interest in the property, or has the applicant made campaign contributions in the aggregate of $250 or more within the past two years to any local government official? (Yes or No). **If yes, a full written disclosure must be submitted with this application.**

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

Sandra P. Deas
Owner's Signature

Sandra P. Deas
Printed Name

Sandra P. Deas
Owner's Signature

Sandra P. Deas
Printed Name

CAROLYN DeLUCA NOTARY PUBLIC MY COMM. EXP. OCTOBER 27, 2029 COLUMBIA COUNTY, GA

Subscribed and sworn to before me on 1st day of December 2025.

By: [signature] Notary Public

ADDITIONAL OWNERSHIP INFORMATION:

OWNER: _____
ADDRESS: _____
CITY: _____ STATE: ____ ZIP: _____
PHONE #: _____
Email (or) Fax: _____

OWNER: _____
ADDRESS: _____
CITY: _____ STATE: ____ ZIP: _____
PHONE#: _____
Email (or) Fax: _____

DISCLOSURE

Does any local government official or member of their family have a financial interest in the property, or has the applicant made campaign contributions in the aggregate of $250 or more within the past two years to any local government official? (Yes or No). **If yes, a full written disclosure must be submitted with this application.**

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

_____
Owner's Signature

_____
Printed Name

_____
Owner's Signature

_____
Printed Name

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

By: _____ Notary Public

R:drive: Planning and Development/Forms Zoning and Variance Application
Additional Ownership

Revised 2011

Record and Return to:
David L. Huguenin, P.C.
4070 Columbia Road
Martinez, GA 30907
File Number: KAT

R20-4109

Title Not Examined Nor Certified

Deed Doc: WD
Recorded 09/23/2025 09:11AM
Georgia Transfer Tax Paid :
$0.00
CINDY MASON
Clerk Superior Court, COLUMBIA
County, Ga.
Bk 15785 Pg 0247-0249
Penalty: $0.00
Interest: $0.00
$(PT61)

STATE OF GEORGIA)
)
COUNTY OF COLUMBIA)

LIMITED WARRANTY DEED

THIS INDENTURE is made this **18th day of September, 2025** by and between **Sandi P. Deas aka Sandra P. Deas and Sanford E. Parr**, hereinafter called "Grantor", and **Sandra P. Deas**, hereinafter called "Grantee". The words "Grantor" and "Grantee" include the neuter, masculine and feminine genders, and the singular and plural, and include their respective heirs, successors and assigns where the context requires or permits.

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars and no/100 ($10.00) in hand paid to Grantor by Grantee at and before the execution, sealing and delivery hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee, the following described property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF FOR LEGAL DESCRIPTION

TO HAVE AND TO HOLD, said property, together with any and all of the rights, members and appurtenances thereof to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of the Grantee forever, in fee simple; and

GRANTOR SHALL WARRANT and forever defend the right and title to said tract or parcel of land unto Grantee and the heirs, successors, legal representatives and assigns of Grantee, against the claims of all persons whomsoever, claiming by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has executed and sealed this indenture this 18th day of September, 2025.

Sandra P. Deas

Sandra P. Deas

Sanford E. Parr

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My Commission Expires: _____

(NOTARY SEAL)

KATHIE GROGAN NOTARY PUBLIC COLUMBIA COUNTY, GA My Commission Expires June 13, 2027

EXHIBIT "A"
Legal Description

ALL that lot or parcel of land, with improvements thereon, situate, lying and being in the State of **Georgia**, County of **Columbia**, and being shown and designated as **Tract 3, consisting of 36.80 acres, more or less, and Tract 4, consisting of 37.03 acres, more or less,** as shown on a plat recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia, in **PC-C, Slide 36 #8**; reference being made to said plat for a more complete and accurate description as to the metes, bounds and location of said property.

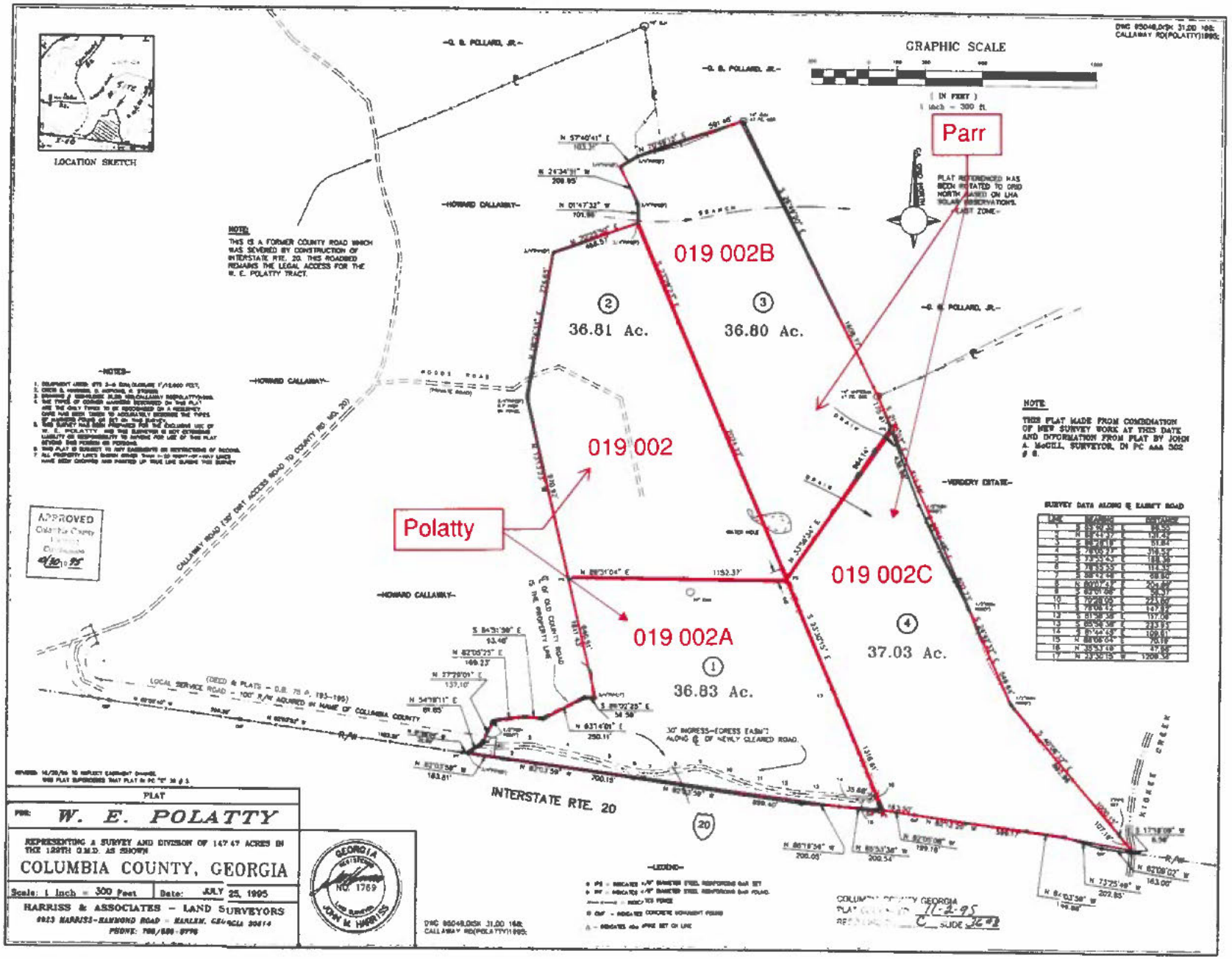
Said property is conveyed subject to a 30-foot Ingress and Egress Easement as shown on the aforementioned plat.

Also herein conveyed is a 30-foot Ingress and Egress Easement which extends to County Road No. 20 as shown on the aforementioned plat.

Said property is conveyed subject to and with notice of the following matters: a) drainage easements, building setback lines, and all other matters shown on the plat of record; b) general utility easements and road right-of-way grants and easements.

Said property is hereby conveyed subject to any and all other easements, conveyances of any sort, restrictions and rights of way of record in the aforesaid Clerk's Office.

Tax map & parcel number: **019 002B (Tract 3)**
019 002C (Tract 4)



GRAPHIC SCALE
(IN FEET)
1 inch = 300 ft.
LOCATION SKETCH
Parr
019 002B
36.81 Ac.
36.80 Ac.
019 002
Polatty
019 002A
36.83 Ac.
019 002C
37.03 Ac.
-G. B. POLLARD, JR.-
-HOWARD CALLAWAY-
-VERDERY ESTATE-
INTERSTATE RTE. 20
KIOKEE CREEK
NOTE:
THIS IS A FORMER COUNTY ROAD WHICH WAS SEVERED BY CONSTRUCTION OF INTERSTATE RTE. 20. THIS ROADBED REMAINS THE LEGAL ACCESS FOR THE W. E. POLATTY TRACT.
NOTE:
THIS PLAT MADE FROM COMBINATION OF NEW SURVEY WORK AT THIS DATE AND INFORMATION FROM PLAT BY JOHN A. McGILL, SURVEYOR, IN PC AAA 302 # 6.
SURVEY DATA ALONG ℄ EASMT ROAD
APPROVED
PLAT
FOR: W. E. POLATTY
REPRESENTING A SURVEY AND DIVISION OF 147.47 ACRES IN THE 129TH G.M.D. AS SHOWN
COLUMBIA COUNTY, GEORGIA
Scale: 1 Inch = 300 Feet
Date: JULY 25, 1995
HARRISS & ASSOCIATES - LAND SURVEYORS
GEORGIA REGISTERED NO. 1769 LAND SURVEYOR JOHN M. HARRISS

Office Use Only
Date Received:
Public Hearing Date:
File #
BOC Meeting Date:
Commission District:

ZONING APPLICATION

COLUMBIA COUNTY, GEORGIA

PLEASE SELECTION ONE

Type of Application: ☒ Rezoning ☐ Plan Revision ☐ Variance ☐ Variation ☐ Conditional Use

Date of Application: _____

Rezoning: The undersigned requests that the property described be rezoned from R-A to D-C.

Plan Revision[1]: The undersigned requests a revision to the current _____ zoning.

Variance[2]: The undersigned requests a variance to Section _____ of the Columbia County Code of Ordinances.

Variation[3]: The undersigned requests a variation to Section _____ of the Columbia County Code of Ordinances.

NOTE: Please see footnotes on the backside of this sheet.

PROPERTY INFORMATION:

Tax Map # _____ Parcel # 028 026E Address: 0 Appling Harlem Rd
(For multiple properties, please use a separate sheet of paper.) Road Frontage: 0 feet on the North / South / East / West (circle one) side of _____. Property area is approximately 41.22 acres and is located 1500 feet from the intersection of Appling/Harlem & Lonergan Hulme. The attached plat for the property was prepared by Jachens Land Surveying and dated 11/12/25

PROPOSED USE (for rezoning):

If approved, the property will be used for the following purpose(s):

Data Center

OWNERSHIP AND APPLICANT INFORMATION:

OWNER: Elaine M. Maddox
ADDRESS: 1670 Appling Harlem Rd.
CITY: Appling STATE: GA ZIP: 30802
PHONE #: [redacted]
Email (or) Fa[redacted]

APPLICANT: DEVELOPMENT AUTHORITY Columbia Co.
ADDRESS: 1000 BUSINESS BLVD
CITY: Evans STATE: GA ZIP: 30809
PHONE#: [redacted]
Email (or) Fa[redacted]

DISCLOSURE

Does any local government official or member of their family have a financial interest in the property, or has the applicant made campaign contributions in the aggregate of $250 or more within the past two years to any local government official? (Yes or No). **If yes, a full written disclosure must be submitted with this application.**

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

Elaine M. Maddox
Owner's Signature

_____
Applicant's Signature

Elaine M. Maddox
Printed Name

_____
Printed Name

Subscribed and sworn to before me on 26th day of Nov. 2025.

By: Elizabeth S. Edwards Notary Public

Please return original notarized application with all supporting documentation and fees, to the Columbia County Planning Department, P.O. Box 498, Evans, GA 30809. Refer to *Fee Schedule*.

ELIZABETH S. EDWARDS NOTARY PUBLIC McDUFFIE COUNTY, GA My Comm. Exp. 2/27/28

Zoning Districts

Residential Zoning Districts
- R-A (Residential Agricultural)
- R-1 (Single Family Residential)
- R-1A (Single Family Residential)
- R-2 (Single Family Residential)
- R-3 (Single Family Residential)
- R-3A (Single Family Residential) and Two Family Residential)
- R-4 (Recreational Residential)

Multi-Family Zoning Districts
- T-R (Townhouse Residential)
- A-R10 (Apartment Residential)
- A-R (Apartment Residential)

Industrial Zoning Districts
- M-1 (Light Industrial)
- M-2 (General Industrial)

Commercial Zoning Districts
- C-1 (Neighborhood Commercial)
- C-C (Community Commercial)
- C-2 (General Commercial)
- C-3 (Heavy Commercial)
- P-1 (Professional)

Planned Zoning Districts
- S-1 (Special District)[4]
- PDD (Planned Development District)[4]
- PUD (Planned Unit Development)[4]

Overlay Districts
- RCO 90-55[5]
- ETCOD 90-96[6]
- CPOD 90-99[7]
- NPOD 90-100[8]

FOOTNOTES:

[1] Application must include a project narrative statement and site plan when requesting a revision to S-1, PUD, and PDD zoning districts. Please refer to Columbia County Code of Ordinances, Chapter 90, Section 90-182 for specific requirements.

[2] A reason for request and supporting documents must accompany this application. A copy of the applicable section of the covenants will be required. Variances are heard in individual hardship cases of practical difficulty, where the special circumstances or conditions are such that the strict application of the provision of the Code of Ordinances would deprive the applicant of any reasonable use of their land. Loss in value alone does not justify a variance. (Use an additional separate sheet of paper if additional sections are requested.)

[3] A reason for this request and supporting documentation must accompany this application. This is only applicable to properties within the Evans Town Center Overlay District (ETCOD), Corridor Protection Overlay District (CPOD), and Node Protection Overlay District (NPOD). (Use an additional separate sheet of paper if additional sections are requested.)

[4] These districts require additional information to be submitted with an application. Please refer to Columbia County Code of Ordinances, Chapter 90, Section 90-182.

[5] Please refer to Columbia County Code of Ordinances, Chapter 90, Section 90-55 for specific requirements of the Residential Cluster Overlay (RCO).

[6] Please refer to Columbia County Code of Ordinances, Chapter 90, Section 90-96 for specific requirements of the Evans Town Center Overlay District (ETCOD).

[7] Please refer to Columbia County Code of Ordinances, Chapter 90, Section 90-99 for specific requirements of the Corridor Protection Overlay District (CPOD).

[8] Please refer to Columbia County Code of Ordinances, Chapter 90, Section 90-100 for specific requirements of the Node Protection Overlay District (NPOD).

71

Georgia, Columbia County
This is to certify that $ -0-
Georgia Real Estate Transfer Tax
was paid on 1-31-2001

1161

GEORGIA, COLUMBIA COUNTY
FILED AND RECORDED 9:18 A M. 1-31-2001
Deed Book 2598 PAGE 71-72
CINDY MASON, CLERK

Return to:
Clerk Superior Court
Elaine M. Maddox
P.O. Box 38
Appling, GA 30802

****

STATE OF GEORGIA

COLUMBIA COUNTY

WARRANTY DEED

THIS INDENTURE made this 31st day of January ,2001 between **DONALD E. MADDOX** of Columbia County, Georgia as party of the **FIRST PART,** and **ELAINE M. MADDOX** of Columbia County, Georgia as party of the **SECOND PART,**

WITNESSETH: that the said party of the First Part in consideration of the sum of $1.00 and Love and Affection for the party of the Second Part, and before the sealing and delivery of these presents receipt whereof is hereby acknowledged, has granted,bargained and conveyed and by these presents does grant, bargain and convey unto the said party of the **SECOND PART** her heirs and assigns the following described property to-wit:

TRACT I.

All that tract or parcel of land with improvements thereon, lying and being in the 129th. G. M.D. Of Columbia County Georgia and being on the West side of State Highway #47, containing eighty-one and three hundred fifty seven thousandths (81.357) acres, more or less, bounded on the North by lands of Alvin B. Tankersley; on the East by State Highway #47; on the South by lands of Mrs. H.B. Mundy and West by lands of E.D. Clary, Jr.

TRACT II.

All that tract or parcel of land with improvements thereon, lying and being in the 129th G.M.D. Of Columbia County, Georgia, and being shown and designated as 41.29 acres on a plat prepared by John A. McGill, R.L.S. dated August 9, 1988 and recorded in the Office of the Clerk of the Superior Court of

Columbia County, Georgia in Plat Cabinet B, Slide 43 #5; reference hereby made to said plat for a more complete and accurate description.

TRACT III.

All that lot or parcel of land, with improvements thereon, situate,lying and being in the State of Georgia, County of Columbia, being shown and designated as containing 45.96 acres on a plat prepared by John A. McGill, R.L.S., recorded in the Office of the Clerk of Superior Court of Columbia County, Georgia in PC -B Slide 188 #6. Reference is hereby made to said plat for a more complete and accurate description.

The above tracts being the same conveyed to the party of the First part by warranty deed of survivorship from Elaine M. Maddox dated December 20, 2000 and recorded in Deed Book 2578 Pages 234-235.

TO HAVE AND TO HOLD the said tracts or parcels of land with all and singular the rights, members, and appurtenances thereof to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said party of the Second Part, her heirs and assigns forever, in **FEE SIMPLE.**

IN WITNESS WHEREOF, the said party of the First Part has hereunto set His hand and seal the day and year above written.

Donald E. Maddox L.S.

Signed,sealed and delivered in the presence of:

Unofficial witness

Notary Public

Notary Public, Columbia Co., Georgia
My Commission expires July 16, 2003

My commission expires:

(SEAL)

TITLE NOT EXAMINED.

Warranty Deed

State of Georgia
COUNTY OF COLUMBIA

THIS INDENTURE, made this 3rd day of MARCH, 19 92, between

----------RALPH MORRIS and MARGARET P. MORRIS---------- of Columbia County, Georgia, as parties of the FIRST PART, and

----------ELAINE M. MADDOX---------- of Columbia County, Georgia, as party of the SECOND PART,

WITNESSETH that said parties of the First Part, for and in consideration of the sum of TEN DOLLARS ($10.00) & LOVE & AFFECTION WHICH THEY BEAR FOR THEIR DAUGHTER---------, in hand paid at and before the sealing and delivery of these presents, receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed and by these presents do grant, bargain, sell and convey unto the said party of the second Part, her heirs and assigns, the following described property, to-wit:

ALL that tract or parcel of land, together with any improvements thereon, situate, lying and being in the 129th District G.M. of Columbia County, Georgia, containing 2.24 Acres and being shown and designated as PARCEL 'A' on a plat made for DONALD MADDOX by John A. McGill, R.L.S., January 27, 1992, which plat is recorded in the Office of the Clerk of Superior Court of Columbia County, Georgia in PC B, Slide 198 # 6. Reference is hereby made to said plat for a more accurate description as to the metes, bounds, distances and location of said property.

ALSO, conveyed to the Grantee herein, her heirs and assigns, is the right to use an easement fronting 32.72 feet on S.R. 47 and running to Parcel 'A' as shown on said plat in PC B, Slide 198 # 6. Said easement is given to the Grantee herein, her heirs and assigns, for the purpose of ingress and egress.

The above tract of land is a portion of a larger tract of land that is described in a Warranty Deed from Alvin B. Tankersley to Ralph Morris and Mrs. Margaret P. Morris, dated Oct. 28th, 1950, recorded in said Clerk's Office in Deed Book 31, Page 330.

GEORGIA COLUMBIA COUNTY 2901
FILED AND RECORDED 9:55A 3-11-92
Deed 1024 115
CLERK SUPERIOR COURT

Georgia Columbia County
Transfer Tax $ -0-
Date 3-11-92

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or anywise appertaining, to the only proper use, benefit and behoof of the said party of the Second Part, her heirs and assigns, forever, in FEE SIMPLE.

AND the said parties of the First Part, for their heirs, executors and administrators, will warrant and forever defend the right and title to the above described property unto the said party of the Second Part, her heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said parties of the First Part have hereunto set their hands and seals the day and year above written.

SIGNED, SEALED AND DELIVERED
in the presence of.

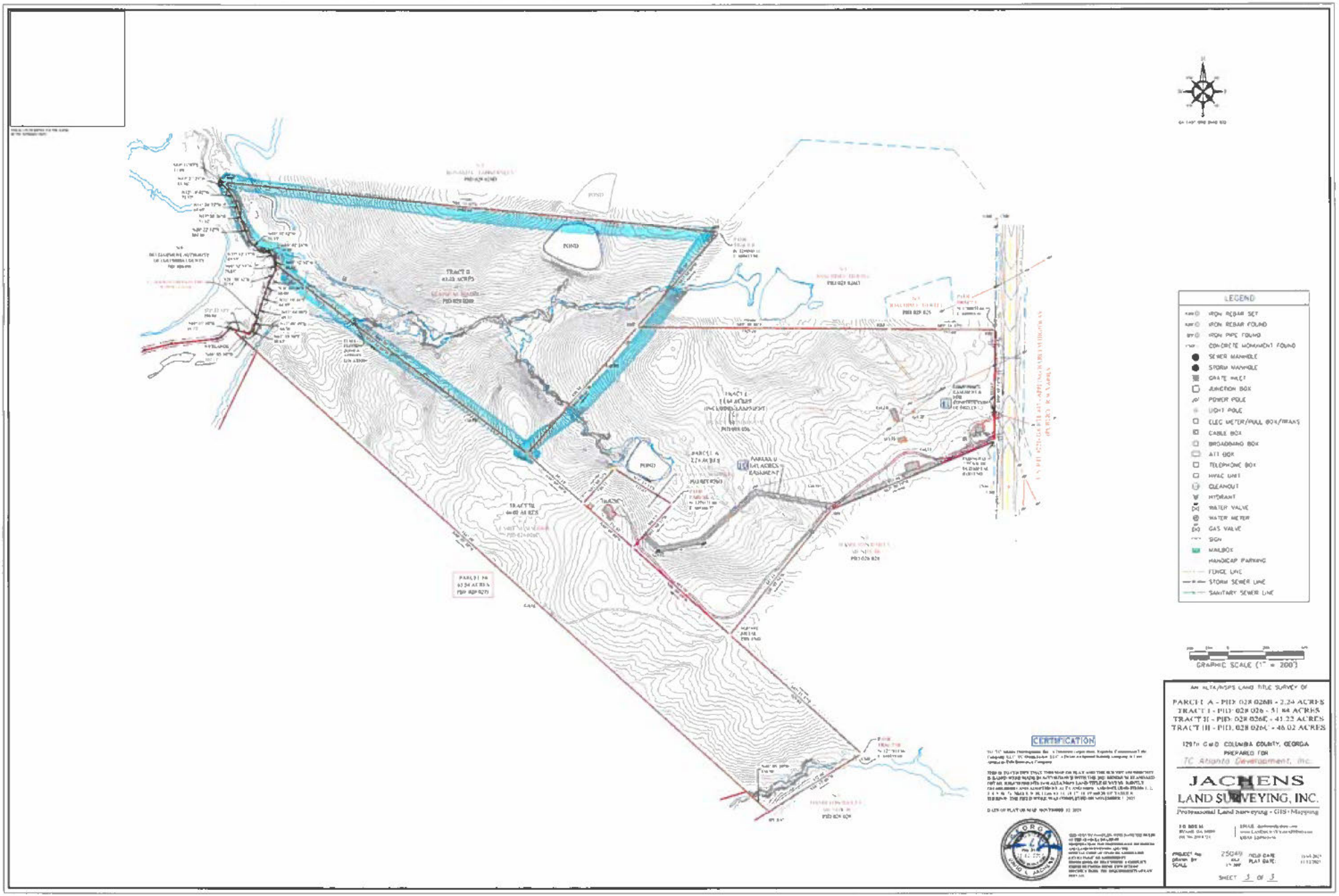
Notary Public, Columbia County, Ga.
Notary Public Columbia County Georgia
My Commission Expires Dec 23, 1995

Ralph Morris L.S.
RALPH MORRIS

Margaret P. Morris L.S.
MARGARET P. MORRIS

Date of Execution: 3/10/92

115


LEGEND
IRON REBAR SET
IRON REBAR FOUND
IRON PIPE FOUND
CONCRETE MONUMENT FOUND
SEWER MANHOLE
STORM MANHOLE
GRATE INLET
JUNCTION BOX
POWER POLE
LIGHT POLE
ELEC METER/PULL BOX/TRANS
CABLE BOX
BROADBAND BOX
ATT BOX
TELEPHONE BOX
HVAC UNIT
CLEANOUT
HYDRANT
WATER VALVE
WATER METER
GAS VALVE
SIGN
MAILBOX
HANDICAP PARKING
FENCE LINE
STORM SEWER LINE
SANITARY SEWER LINE
GRAPHIC SCALE (1" = 200')
POND
POND
POND
CERTIFICATION
AN ALTA/NSPS LAND TITLE SURVEY OF
PARCEL A - PID: 028 028B - 2.24 ACRES
TRACT I - PID: 028 026 - 51.84 ACRES
TRACT II - PID: 028 026E - 41.22 ACRES
TRACT III - PID: 028 026C - 46.02 ACRES
129TH G.M.D. COLUMBIA COUNTY, GEORGIA
PREPARED FOR
TC Atlanta Development, Inc.
JACHENS
LAND SURVEYING, INC.
Professional Land Surveying - GIS - Mapping
25049
SHEET 3 OF 3

Office Use Only
Date Received: _____
Public Hearing Date: _____
File # _____
BOC Meeting Date: _____
Commission District: _____

ZONING APPLICATION

COLUMBIA COUNTY, GEORGIA

PLEASE SELECTION ONE

Type of Application: ☒ Rezoning ☐ Plan Revision ☐ Variance ☐ Variation ☐ Conditional Use

Date of Application: _____

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Tax Map # _____ Parcel # 028 026B Address: 1670 Appling Harlem Rd
(For multiple properties, please use a separate sheet of paper.) Road Frontage: 0 feet on the North / South / East / West (circle one) side of _____. Property area is approximately 2.24 acres and is located 800 feet from the intersection of Appling Harlem / Lonergan Hulme. The attached plat for the property was prepared by Jascheus Land Surveying and dated 11/12/25

PROPOSED USE (for rezoning):
If approved, the property will be used for the following purpose(s):

_____

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OWNER: Elaine M. Maddox
ADDRESS: 1670 Appling Harlem Rd.
CITY: Appling STATE: GA ZIP: 30802
PHONE #: [redacted]
Email (or) Fax: [redacted]

APPLICANT: DEV. AUTHORITY OF COLUMBIA CO.
ADDRESS: 1000 BUSINESS BLVD.
CITY: Evans STATE: GA ZIP: 30809
PHONE#: [redacted]
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DISCLOSURE
Does any local government official or member of their family have a financial interest in the property, or has the applicant made campaign contributions in the aggregate of $250 or more within the past two years to any local government official? (Yes or No). **If yes, a full written disclosure must be submitted with this application.**

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

Elaine M. Maddox
Owner's Signature

_____
Applicant's Signature

Elaine M. Maddox
Printed Name

_____
Printed Name

Subscribed and sworn to before me on 26th day of Nov. 2025
By: Elizabeth S. Edwards Notary Public

ELIZABETH S. EDWARDS NOTARY PUBLIC McDUFFIE COUNTY, GA Comm. Exp. 8/20/28

Please return original notarized application with all supporting documentation and fees, to the Columbia County Planning Department, P.O. Box 498, Evans, GA 30809. Refer to *Fee Schedule*.

71

Georgia, Columbia County
This is to certify that $ -0-
Georgia Real Estate Transfer Tax
was paid on 1-31-2001

Clerk Superior Court

Return to:
Elaine M. Maddox
P.O. Box 38
Appling, GA 30802

1161

GEORGIA, COLUMBIA COUNTY
FILED AND RECORDED 9:18 A M. 1-31-2001
IN Deed Book 2598 PAGE 71-72
CINDY MASON, CLERK

****

STATE OF GEORGIA

COLUMBIA COUNTY

WARRANTY DEED

THIS INDENTURE made this 31st day of January ,2001 between **DONALD E. MADDOX** of Columbia County, Georgia as party of the **FIRST PART**, and **ELAINE M. MADDOX** of Columbia County, Georgia as party of the **SECOND PART**, **WITNESSETH:** that the said party of the First Part in consideration of the sum of $1.00 and Love and Affection for the party of the Second Part, and before the sealing and delivery of these presents receipt whereof is hereby acknowledged, has granted,bargained and conveyed and by these presents does grant, bargain and convey unto the said party of the **SECOND PART** her heirs and assigns the following described property to-wit:

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TO HAVE AND TO HOLD the said tracts or parcels of land with all and singular the rights, members, and appurtenances thereof to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said party of the Second Part, her heirs and assigns forever, in **FEE SIMPLE.**

IN WITNESS WHEREOF, the said party of the First Part has hereunto set His hand and seal the day and year above written.

Donald E. Maddox L.S.

Signed,sealed and delivered in the presence of:

Unofficial witness

Notary Public

Notary Public, Columbia Co., Georgia
My Commission expires July 16, 2003

My Commission expires:

(SEAL)

TITLE NOT EXAMINED.

Warranty Deed

State of Georgia
COUNTY OF COLUMBIA

THIS INDENTURE, made this 3rd day of MARCH, 19 92, between

----------RALPH MORRIS and MARGARET P. MORRIS---------- of Columbia County, Georgia, as parties of the FIRST PART, and ----------

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ALSO, conveyed to the Grantee herein, her heirs and assigns, is the right to use an easement fronting 32.72 feet on S.R. 47 and running to Parcel 'A' as shown on said plat in PC B, Slide 198 # 6. Said easement is given to the Grantee herein, her heirs and assigns, for the purpose of ingress and egress.

The above tract of land is a portion of a larger tract of land that is described in a Warranty Deed from Alvin B. Tankersley to Ralph Morris and Mrs. Margaret P. MOrris, dated Oct. 28th, 1950, recorded in said Clerk's Office in Deed Book 31, Page 330.

GEORGIA COLUMBIA COUNTY 2901
FILED AND RECORDED 9:55A 3-11-92
Deed 1024 115
MARY W. REEVES, CLERK

Georgia Columbia County
Transfer Tax $ -0-
Georgia Tax Stamp Fee $
3-11-92

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or anywise appertaining, to the only proper use, benefit and behoof of the said party of the Second Part, her heirs and assigns, forever, in FEE SIMPLE.

AND the said parties of the First Part, for their heirs, executors and administrators, will warrant and forever defend the right and title to the above described property unto the said party of the Second Part, her heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said parties of the First Part have hereunto set their hands and seals the day and year above written.

SIGNED, SEALED AND DELIVERED
in the presence of.

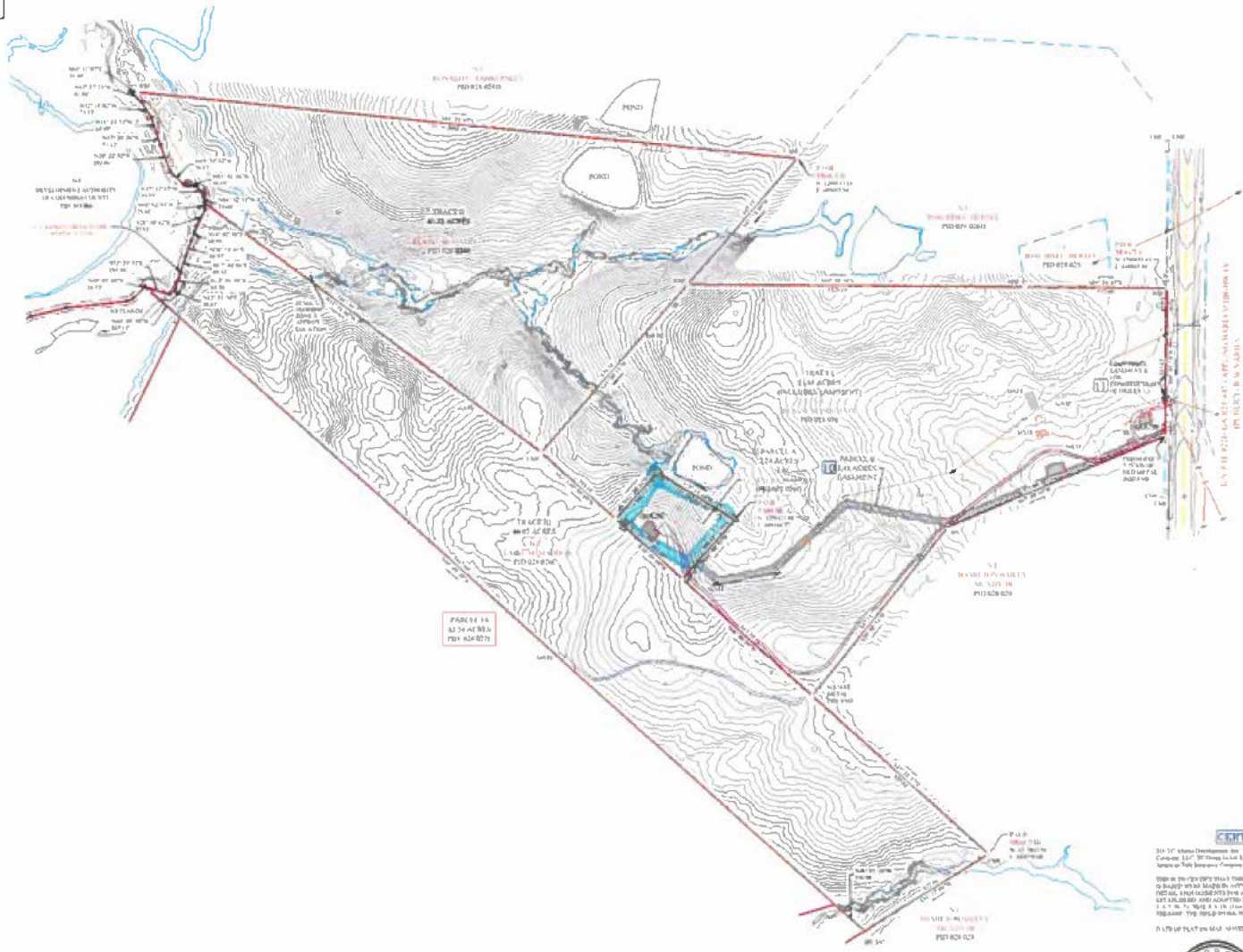
Mary W. Reeves
Joan B. McKittrick
NOTARY PUBLIC, Columbia County, Ga.
My Commission Expires
Notary Public Columbia County Georgia
My Commission Expires Dec. 29, 1992

Ralph Morris L.S.
RALPH MORRIS

Margaret P. Morris L.S.
MARGARET P. MORRIS

Date of Execution: 3/10/92

115



LEGEND

- IRON REBAR SET
- IRON REBAR FOUND
- IRON PIPE FOUND
- CONCRETE MONUMENT FOUND
- SEWER MANHOLE
- STORM MANHOLE
- GRATE INLET
- JUNCTION BOX
- POWER POLE
- LIGHT POLE
- ELEC METER/PULL BOX/TRANS
- CABLE BOX
- BROADBAND BOX
- ATT BOX
- TELEPHONE BOX
- HVAC UNIT
- CLEANOUT
- HYDRANT
- WATER VALVE
- WATER METER
- GAS VALVE
- SIGN
- MAILBOX
- HANDICAP PARKING
- FENCE LINE
- STORM SEWER LINE
- SANITARY SEWER LINE

GRAPHIC SCALE (1" = 200')

CERTIFICATION

AN ALTA/NSPS LAND TITLE SURVEY OF

PARCEL A - PID: 028 026B - 2.24 ACRES
TRACT I - PID: 028 026 - 51.84 ACRES
TRACT II - PID: 028 026E - 41.22 ACRES
TRACT III - PID: 028 026C - 46.02 ACRES

129TH G.M.D. COLUMBIA COUNTY, GEORGIA
PREPARED FOR
TC Atlanta Development, Inc.

JACHENS
LAND SURVEYING, INC.
Professional Land Surveying - GIS - Mapping

PROJECT NO. 25049
DRAWN BY DLP
SCALE 1"=200'
FIELD DATE
PLAT DATE

SHEET 3 OF 3

Office Use Only	
Date Received:	
Public Hearing Date:	
File #	
BOC Meeting Date:	
Commission District:	

ZONING APPLICATION

COLUMBIA COUNTY, GEORGIA

PLEASE SELECTION ONE

Type of Application: ☒ Rezoning ☐ Plan Revision ☐ Variance ☐ Variation ☐ Conditional Use

Date of Application: _____

Rezoning: The undersigned requests that the property described be rezoned from R-A to D-C.

Plan Revision[1]: The undersigned requests a revision to the current _____ zoning.

Variance[2]: The undersigned requests a variance to Section _____ of the Columbia County Code of Ordinances.

Variation[3]: The undersigned requests a variation to Section _____ of the Columbia County Code of Ordinances.

NOTE: Please see footnotes on the backside of this sheet.

PROPERTY INFORMATION:

Tax Map # _____ Parcel # 028 026 Address: 1672 Appling Harlem Rd

(For multiple properties, please use a separate sheet of paper.) Road Frontage: 583 feet on the North / South / East / West (circle one) side of Appling Harlem. Property area is approximately 51.84 acres and is located 100 feet from the intersection of Appling Harlem & Lovergan Hulme. The attached plat for the property was prepared by Sizemore Land Surveying and dated 11/12/25

PROPOSED USE (for rezoning):

If approved, the property will be used for the following purpose(s):

Data Center

OWNERSHIP AND APPLICANT INFORMATION:

OWNER: Elaine M. Maddox

ADDRESS: 1670 Appling Harlem Rd.

CITY: Appling STATE: GA ZIP: 30802

PHONE #: [redacted]

Email (or) Fa[redacted]

APPLICANT: DEV. AUTHORITY COLUMBIA CO.

ADDRESS: 1000 BUSINESS BLVD

CITY: Evans STATE: GA ZIP: 30809

PHONE#: [redacted]

Email (or) Fa[redacted]

DISCLOSURE

Does any local government official or member of their family have a financial interest in the property, or has the applicant made campaign contributions in the aggregate of $250 or more within the past two years to any local government official? (Yes or No) **If yes, a full written disclosure must be submitted with this application.**

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

Elaine M. Maddox
Owner's Signature

Elaine M. Maddox
Printed Name

_____
Applicant's Signature

_____
Printed Name

Subscribed and sworn to before me on 4th day of Nov. 2025

By: Elizabeth S. Edwards Notary Public

ELIZABETH S. EDWARDS NOTARY PUBLIC McDUFFIE COUNTY, GA MY COMM. EXP. 2/27/2029

Please return original notarized application with all supporting documentation and fees, to the Columbia County Planning Department, P.O. Box 498, Evans, GA 30809. Refer to *Fee Schedule.*

71

Georgia, Columbia County
This is to certify that $ -0-
Georgia Real Estate Transfer Tax
was paid on 1-31-2001

Return to:
Clerk Superior Court
Elaine M. Maddox
P.O. Box 38
Appling, GA 30802

1161

GEORGIA, COLUMBIA COUNTY
FILED AND RECORDED 9:18 A M. 1-31-2001
DEED BOOK 2598 PAGE 71-72
CINDY MASON, CLERK

****

STATE OF GEORGIA

COLUMBIA COUNTY

WARRANTY DEED

THIS INDENTURE made this 31st day of January ,2001 between **DONALD E. MADDOX** of Columbia County, Georgia as party of the **FIRST PART**, and **ELAINE M. MADDOX** of Columbia County, Georgia as party of the **SECOND PART**, **WITNESSETH:** that the said party of the First Part in consideration of the sum of $1.00 and Love and Affection for the party of the Second Part, and before the sealing and delivery of these presents receipt whereof is hereby acknowledged, has granted,bargained and conveyed and by these presents does grant, bargain and convey unto the said party of the **SECOND PART** her heirs and assigns the following described property to-wit:

TRACT I.

All that tract or parcel of land with improvements thereon, lying and being in the 129th. G. M.D. Of Columbia County Georgia and being on the West side of State Highway #47, containing eighty-one and three hundred fifty seven thousandths (81.357) acres, more or less, bounded on the North by lands of Alvin B. Tankersley; on the East by State Highway #47; on the South by lands of Mrs. H.B. Mundy and West by lands of E.D. Clary, Jr.

TRACT II.

All that tract or parcel of land with improvements thereon, lying and being in the 129th G.M.D. Of Columbia County, Georgia, and being shown and designated as 41.29 acres on a plat prepared by John A. McGill, R.L.S. dated August 9, 1988 and recorded in the Office of the Clerk of the Superior Court of

Columbia County, Georgia in Plat Cabinet B, Slide 43 #5; reference hereby made to said plat for a more complete and accurate description.

TRACT III.

All that lot or parcel of land, with improvements thereon, situate,lying and being in the State of Georgia, County of Columbia, being shown and designated as containing 45.96 acres on a plat prepared by John A. McGill, R.L.S., recorded in the Office of the Clerk of Superior Court of Columbia County, Georgia in PC -B Slide 188 #6. Reference is hereby made to said plat for a more complete and accurate description.

The above tracts being the same conveyed to the party of the First part by warranty deed of survivorship from Elaine M. Maddox dated December 20, 2000 and recorded in Deed Book 2578 Pages 234-235.

TO HAVE AND TO HOLD the said tracts or parcels of land with all and singular the rights, members, and appurtenances thereof to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said party of the Second Part, her heirs and assigns forever, in **FEE SIMPLE.**

IN WITNESS WHEREOF, the said party of the First Part has hereunto set His hand and seal the day and year above written.

Donald E. Maddox L.S.

Signed,sealed and delivered in the presence of:

Unofficial witness

Notary Public

Notary Public, Columbia Co., Georgia
My Commission expires: My Commission expires July 16, 2003

(SEAL)

TITLE NOT EXAMINED.

Warranty Deed

State of Georgia
COUNTY OF COLUMBIA

THIS INDENTURE, made this 3rd day of MARCH, 19 92, between

----------RALPH MORRIS and MARGARET P. MORRIS---------- of Columbia County, Georgia, as parties of the FIRST PART, and ----------

----------ELAINE M. MADDOX---------- of Columbia County, Georgia, as party of the SECOND PART.

WITNESSETH that said parties of the First Part, for and in consideration of the sum of TEN DOLLARS ($10.00) & LOVE & AFFECTION WHICH THEY BEAR FOR THEIR DAUGHTER---------, in hand paid at and before the sealing and delivery of these presents, receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed and by these presents do grant, bargain, sell and convey unto the said party of the second Part, her heirs and assigns, the following described property, to-wit:

ALL that tract or parcel of land, together with any improvements thereon, situate, lying and being in the 129th District G.M. of Columbia County, Georgia, containing 2.24 Acres and being shown and designated as PARCEL 'A' on a plat made for DONALD MADDOX by John A. McGill, R.L.S., January 27, 1992, which plat is recorded in the Office of the Clerk of Superior Court of Columbia County, Georgia in PC B, Slide 198 # 6. Reference is hereby made to said plat for a more accurate description as to the metes, bounds, distances and location of said property.

ALSO, conveyed to the Grantee herein, her heirs and assigns, is the right to use an easement fronting 32.72 feet on S.R. 47 and running to Parcel 'A' as shown on said plat in PC B. Slide 198 # 6. Said easement is given to the Grantee herein, her heirs and assigns, for the purpose of ingress and egress.

The above tract of land is a portion of a larger tract of land that is described in a Warranty Deed from Alvin B. Tankersley to Ralph Morris and Mrs. Margaret P. MOrris, dated Oct. 28th, 1950, recorded in said Clerk's Office in Deed Book 31, Page 330.

GEORGIA COLUMBIA COUNTY 2901
FILED AND RECORDED 9:55 3-11-92
Deed 1024 115
MARY W. [illegible], CLERK

Georgia Columbia County
This is to certify that I — 0 —
Recorded [illegible] 3-11-92
[illegible]

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or anywise appertaining, to the only proper use, benefit and behoof of the said party of the Second Part, her heirs and assigns, forever, in FEE SIMPLE.

AND the said parties of the First Part, for their heirs, executors and administrators, will warrant and forever defend the right and title to the above described property unto the said party of the Second Part, her heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said parties of the First Part have hereunto set their hands and seals the day and year above written.

SIGNED, SEALED AND DELIVERED
in the presence of.

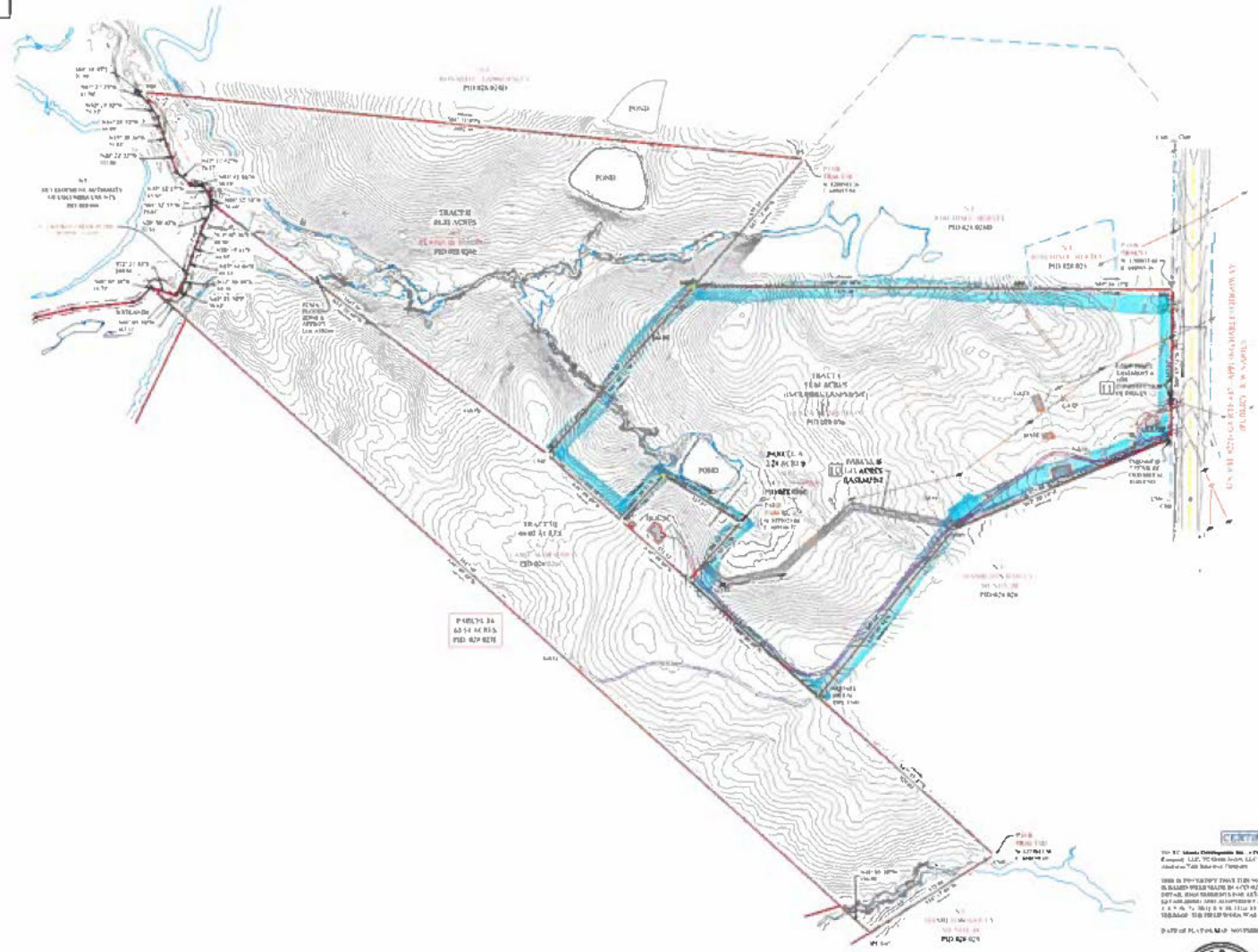
Mary W. Reeves
Joan B. McKittrick
NOTARY PUBLIC, Columbia County, Ga.
Notary Public Columbia County Georgia
My Commission Expires Dec 29, 1992

Ralph Morris L.S.
RALPH MORRIS

Margaret P. Morris L.S.
MARGARET P. MORRIS

Date of Execution 3/10/92

115





LEGEND

- IRON REBAR SET
- IRON REBAR FOUND
- IRON PIPE FOUND
- CONCRETE MONUMENT FOUND
- SEWER MANHOLE
- STORM MANHOLE
- GRATE INLET
- JUNCTION BOX
- POWER POLE
- LIGHT POLE
- ELEC METER/PULL BOX/TRANS
- CABLE BOX
- BROADBAND BOX
- ATT BOX
- TELEPHONE BOX
- HVAC UNIT
- CLEANOUT
- HYDRANT
- WATER VALVE
- WATER METER
- GAS VALVE
- SIGN
- MAILBOX
- HANDICAP PARKING
- FENCE LINE
- STORM SEWER LINE
- SANITARY SEWER LINE

GRAPHIC SCALE (1" = 200')

CERTIFICATION

AN ALTA/NSPS LAND TITLE SURVEY OF

PARCEL A - PID: 028 026H - 2.24 ACRES
TRACT I - PID: 028 026 - 51.84 ACRES
TRACT II - PID: 028 026E - 81.22 ACRES
TRACT III - PID: 028 026C - 46.02 ACRES

129TH G M D COLUMBIA COUNTY, GEORGIA
PREPARED FOR
TC Atlanta Development, Inc.

JACKENS
LAND SURVEYING, INC.
Professional Land Surveying • GIS • Mapping

PROJECT No.: 25049 FIELD DATE:
DRAWN BY: CLS PLAT DATE:
SCALE: 1" = 200'

SHEET 1 OF 1

Office Use Only
Date Received:
Public Hearing Date:
File #
BOC Meeting Date:
Commission District:

ZONING APPLICATION

COLUMBIA COUNTY, GEORGIA

PLEASE SELECTION ONE

Type of Application: ☐ Rezoning ☐ Plan Revision ☐ Variance ☐ Variation ☐ Conditional Use

Date of Application: _____

Rezoning: The undersigned requests that the property described be rezoned from R-A + M-2 to D-C.

Plan Revision[1]: The undersigned requests a revision to the current _____ zoning.

Variance[2]: The undersigned requests a variance to Section _____ of the Columbia County Code of Ordinances.

Variation[3]: The undersigned requests a variation to Section _____ of the Columbia County Code of Ordinances.

NOTE: Please see footnotes on the backside of this sheet.

PROPERTY INFORMATION:

Tax Map # _____ Parcel # 028 026C Address: 16668 Appling Harlem Rd

(For multiple properties, please use a separate sheet of paper.) Road Frontage: 0 feet on the North / South / East / West (circle one) side of _____. Property area is approximately 65.64 acres and is located 800 feet from the intersection of Appling Harlem & Lovergan Hulme. The attached plat for the property was prepared by Jachens Land Surveying and dated 11/12/25

PROPOSED USE (for rezoning):

If approved, the property will be used for the following purpose(s):

Data Center

OWNERSHIP AND APPLICANT INFORMATION:

OWNER: Elaine M. Maddox

ADDRESS: 1670 Appling Harlem Rd.

CITY: Appling STATE: GA ZIP: 30802

PHONE #: [redacted]

Email (or) Fa[redacted]

APPLICANT: DEVELOPMENT AUTHORITY COLUMBIA CO

ADDRESS: 1000 BUISNESS BLVD

CITY: Evans STATE: GA ZIP: 30809

PHONE#: [redacted]

Email (or) Fa[redacted]

DISCLOSURE

Does any local government official or member of their family have a financial interest in the property, or has the applicant made campaign contributions in the aggregate of $250 or more within the past two years to any local government official? (Yes or No) **If yes, a full written disclosure must be submitted with this application.**

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

Elaine M. Maddox
Owner's Signature

Elaine M. Maddox
Printed Name

_____
Applicant's Signature

_____
Printed Name

Subscribed and sworn to before me on 26th day of Nov. 2025

By: Elizabeth S. Edwards Notary Public

ELIZABETH S. EDWARDS NOTARY PUBLIC MCDUFFIE COUNTY, GA My Comm. Exp. 2/20/28

Please return original notarized application with all supporting documentation and fees, to the Columbia County Planning Department, P.O. Box 498, Evans, GA 30809. Refer to *Fee Schedule.*

71

Georgia, Columbia County
This is to certify that $ -0-
Georgia Real Estate Transfer Tax
was paid on 1-31-2001

1161

Return to: Cindy Mason
Clerk Superior Court
Elaine M. Maddox
P.O. Box 38
Appling, GA 30802

GEORGIA, COLUMBIA COUNTY
FILED AND RECORDED 9:18 A M. 1-31-2001
IN Deed BOOK 2598 PAGE 71-72
CINDY MASON, CLERK

****

STATE OF GEORGIA

COLUMBIA COUNTY

WARRANTY DEED

THIS INDENTURE made this 31st day of January ,2001 between **DONALD E. MADDOX** of Columbia County, Georgia as party of the **FIRST PART,** and **ELAINE M. MADDOX** of Columbia County, Georgia as party of the **SECOND PART, WITNESSETH:** that the said party of the First Part in consideration of the sum of $1.00 and Love and Affection for the party of the Second Part, and before the sealing and delivery of these presents receipt whereof is hereby acknowledged, has granted,bargained and conveyed and by these presents does grant, bargain and convey unto the said party of the **SECOND PART** her heirs and assigns the following described property to-wit:

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TO HAVE AND TO HOLD the said tracts or parcels of land with all and singular the rights, members, and appurtenances thereof to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said party of the Second Part, her heirs and assigns forever, in **FEE SIMPLE.**

IN WITNESS WHEREOF, the said party of the First Part has hereunto set His hand and seal the day and year above written.

Donald E. Maddox L.S.

Signed,sealed and delivered in the presence of:

Unofficial witness

Notary Public

Notary Public, Columbia Co., Georgia
My Commission expires: May 16, 2003

(SEAL)

TITLE NOT EXAMINED.

Warranty Deed

State of Georgia
COUNTY OF COLUMBIA

THIS INDENTURE, made this 3rd day of MARCH, 19 92, between

----------RALPH MORRIS and MARGARET P. MORRIS---------- of Columbia County, Georgia, as part ies of the FIRST PART, and ----------

----------ELAINE M. MADDOX---------- of Columbia County, Georgia, as part y of the SECOND PART,

WITNESSETH that said part ies of the First Part, for and in consideration of the sum of TEN DOLLARS ($10.00) & LOVE & AFFECTION WHICH THEY BEAR FOR THEIR DAUGHTER---------, in hand paid at and before the sealing and delivery of these presents, receipt whereof is hereby acknowledged, ha ve granted, bargained, sold and conveyed and by these presents do grant, bargain, sell and convey unto the said part y of the second Part, her heirs and assigns, the following described property, to-wit:

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GEORGIA COLUMBIA COUNTY 2901
FILED AND RECORDED 9:55 A 3-11-92
Deed 1024 115
MARY W. [illegible], CLERK

Georgia Columbia County
This is to certify that I — 0 —
Recorded [illegible]
[illegible] 3-11-92
[illegible]
Clerk Superior Court

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or anywise appertaining, to the only proper use, benefit and behoof of the said par ty of the Second Part, her heirs and assigns, forever, in FEE SIMPLE.

AND the said part ies of the First Part, for their heirs, executors and administrators, will warrant and forever defend the right and title to the above described property unto the said part y of the Second Part, her heirs and assigns, against the lawful claims of all persons whomsoever

IN WITNESS WHEREOF, the said part ies of the First Part ha ve hereunto set their hand/s and seal/s the day and year above written

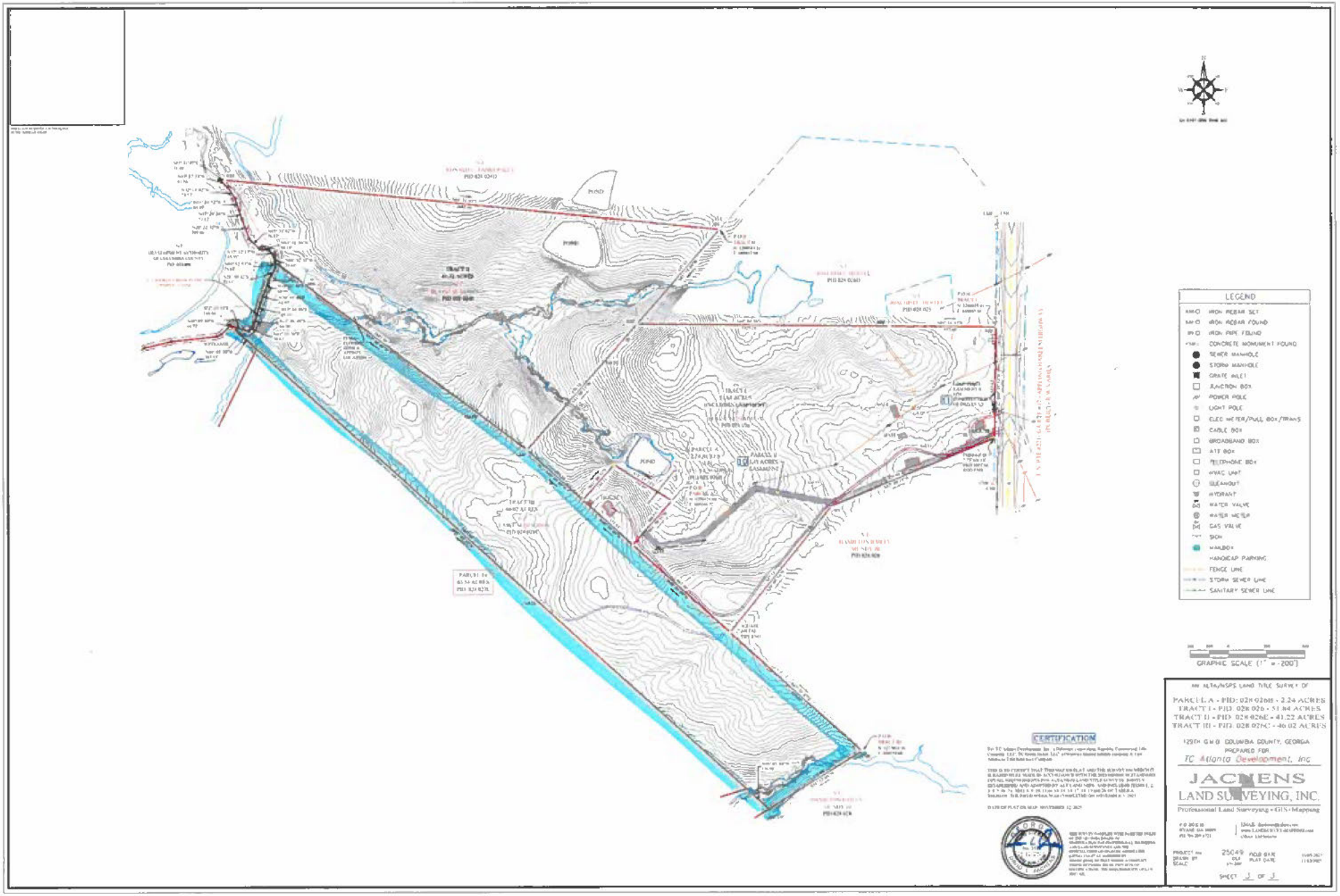
SIGNED, SEALED AND DELIVERED
in the presence of.

Mary W. Reeves
Joan B. McKettrick
NOTARY PUBLIC, Columbia County, Ga.
Notary Public Columbia County Georgia
My Commission Expires Dec 29, 1992

Ralph Morris L. S.
RALPH MORRIS
Margaret P. Morris L. S.
MARGARET P. MORRIS

Date of Execution 3/10/92

115


LEGEND
IRON REBAR SET
IRON REBAR FOUND
IRON PIPE FOUND
CONCRETE MONUMENT FOUND
SEWER MANHOLE
STORM MANHOLE
GRATE INLET
JUNCTION BOX
POWER POLE
LIGHT POLE
ELEC METER/PULL BOX/TRANS
CABLE BOX
BROADBAND BOX
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TELEPHONE BOX
HVAC UNIT
CLEANOUT
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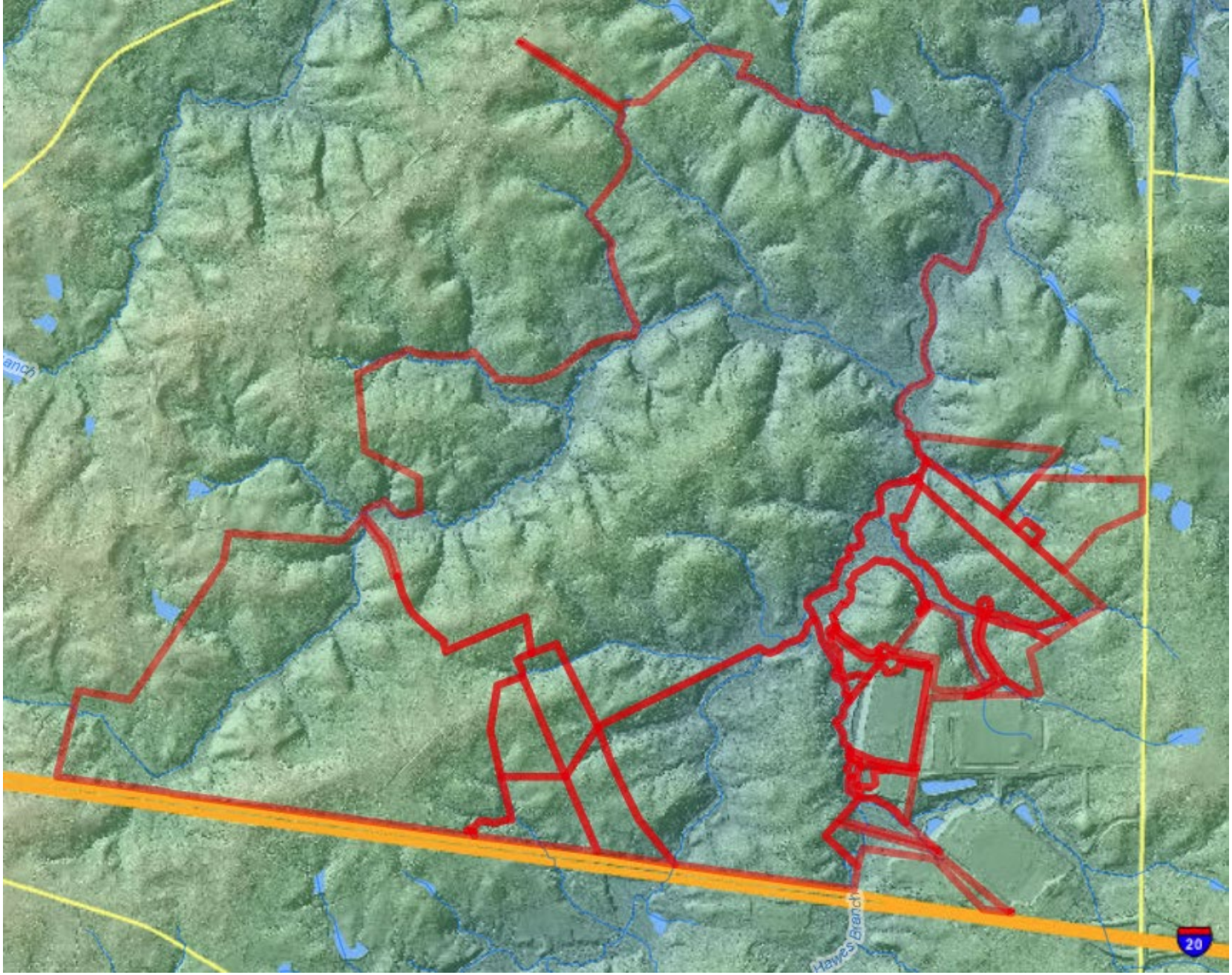
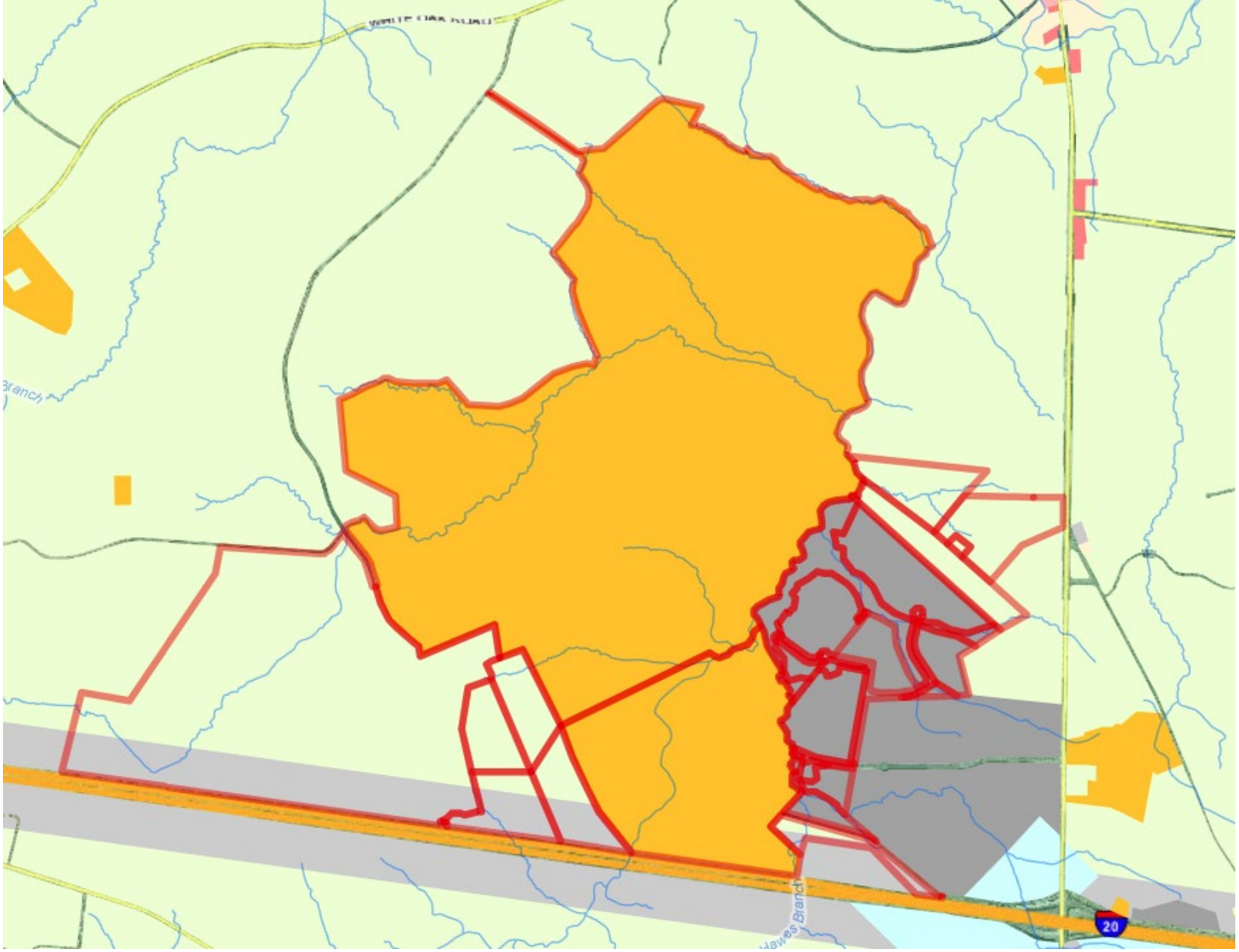
HANDICAP PARKING
FENCE LINE
STORM SEWER LINE
SANITARY SEWER LINE
GRAPHIC SCALE (1" = 200')
CERTIFICATION
AN ALTA/NSPS LAND TITLE SURVEY OF
PARCEL A - PID: 028 026B - 2.24 ACRES
TRACT I - PID: 028 026 - 51.84 ACRES
TRACT II - PID: 028 026E - 41.22 ACRES
TRACT III - PID: 028 026C - 46.02 ACRES
129TH G.M.D. COLUMBIA COUNTY, GEORGIA
PREPARED FOR:
TC Atlanta Development, Inc
JACKENS
LAND SURVEYING, INC.
Professional Land Surveying • GIS • Mapping
25049
SHEET 3 OF 3

REZONING RZ26-01-03

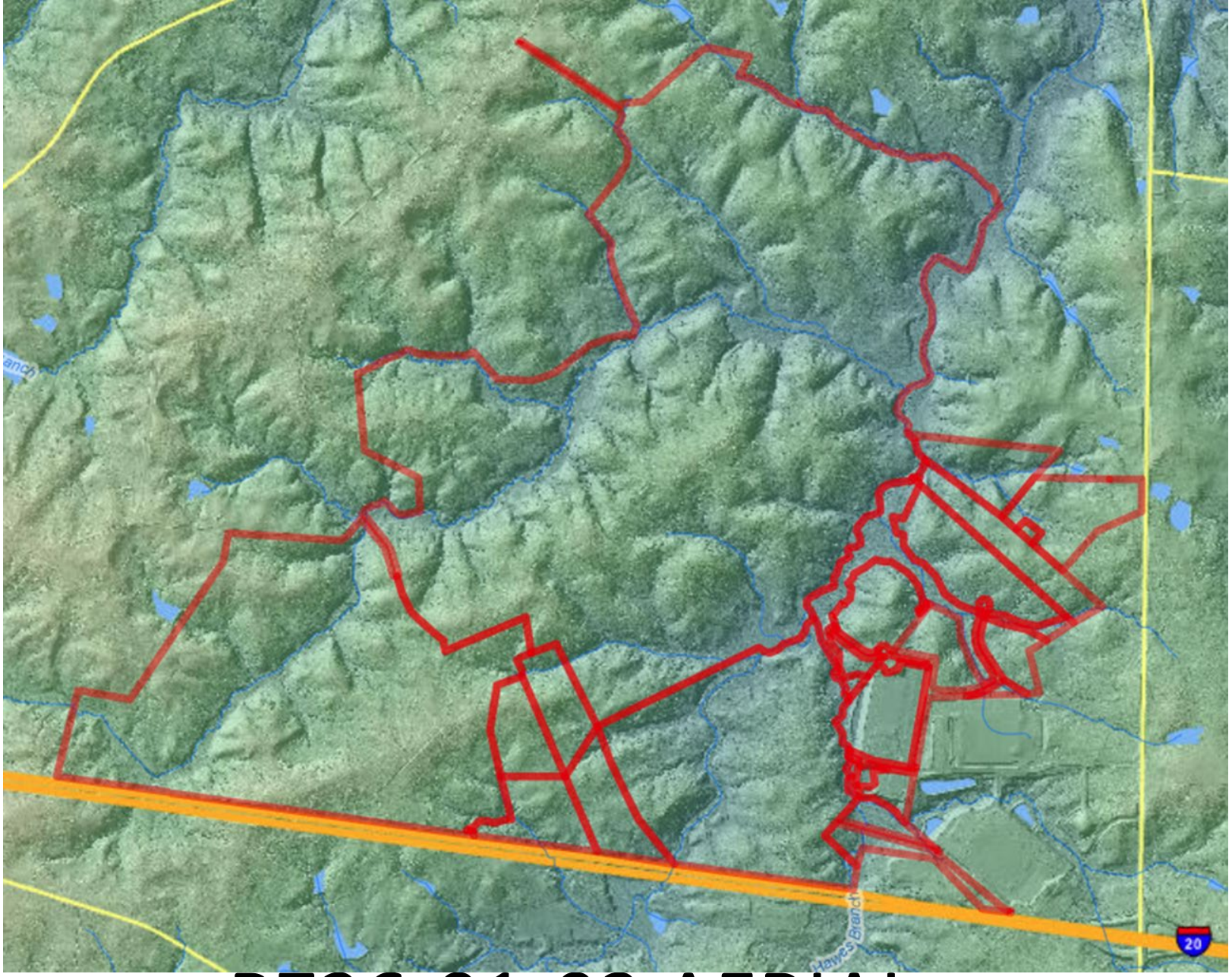
- Tax Map 018 Parcel 006, Tax Map 019 Parcels 001, 002, 002A, 002B, 002G, and 003, Tax Map 028 Parcels 026, 026B, 026C, 026E, 027, 029, 027F, 027H, 027I, 027J, 027K, 027L, 027M, 027N, 027O, and 027Q
- Location: 5140, 5145 and 5150 and off Catalyst Drive, 820, 825, 845, 865, and 870 Progress Drive, 1668, 1670, 1672, and off Appling Harlem Road, 2050 and off Morris Calloway Road, and off I-20
- Acreage: 3,140 +/- acres
- Current Zoning: S-1 (Special), M-2 (General Industrial), R-A (Residential Agricultural) and split zoned R-A and M-1 (Light Industrial)
- Existing Use: Undeveloped, Single Family, and Industrial
- Request: Rezoning to D-C (Data Center District) for proposed data center development
- Applicant: Development Authority of Columbia County and Drew Fredrick (TC Green Jacket, LLC)



RZ26-01-03 LOCATION



RZ26-01-03 ZONING



RZ26-01-03 AERIAL



RZ26-01-02 SITE



RZ26-01-02 SITE



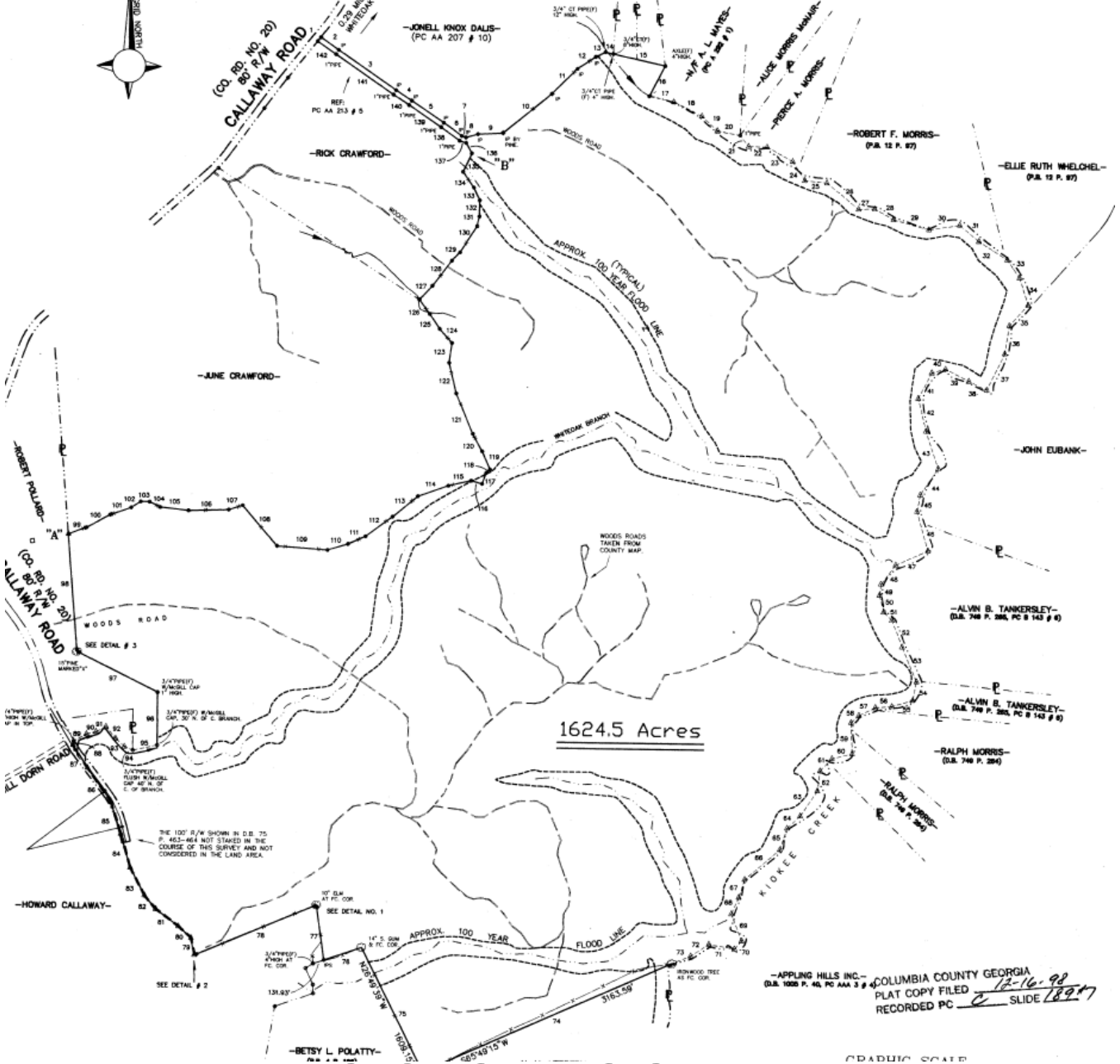
RZ26-01-02 SITE



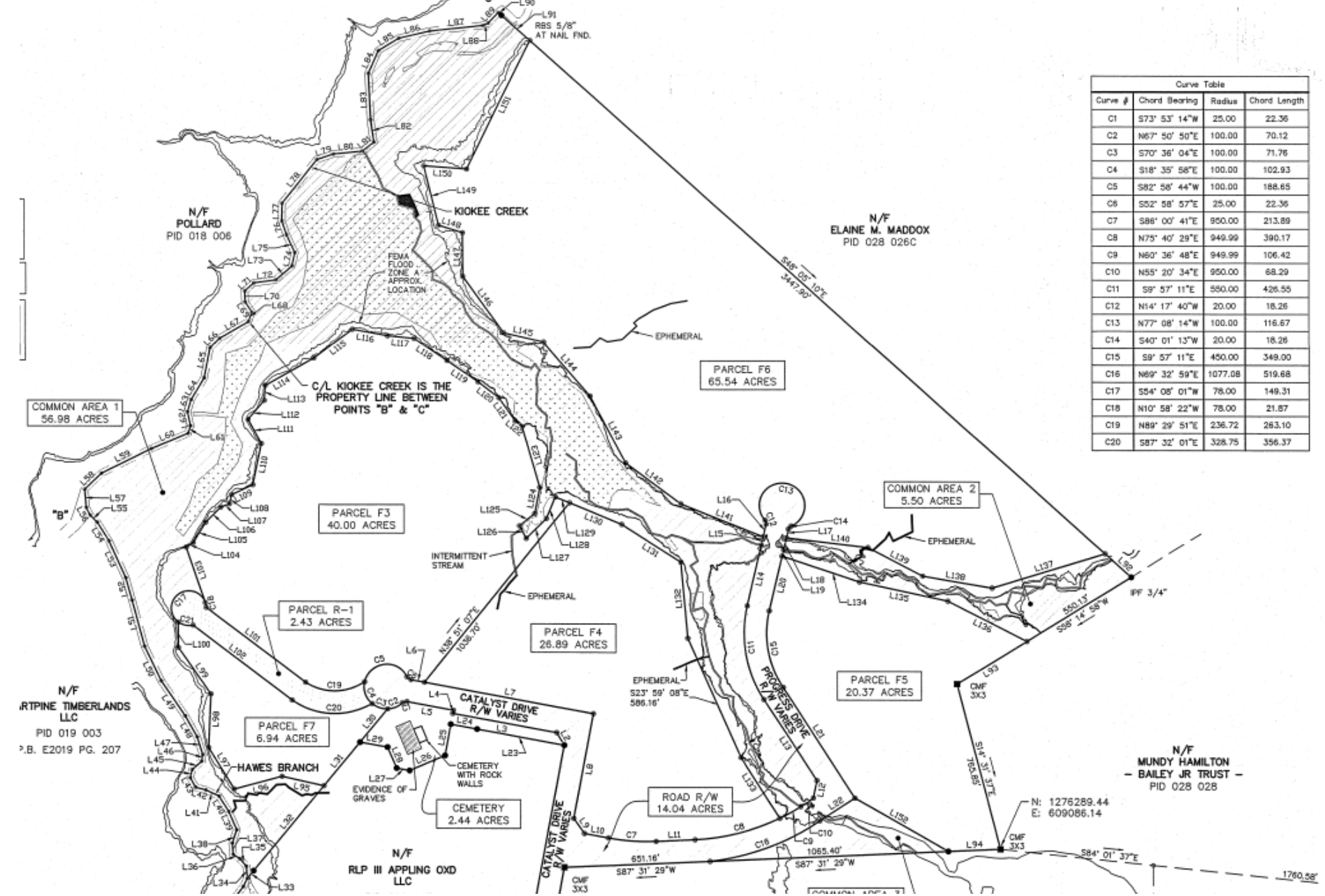
RZ26-01-02 SITE



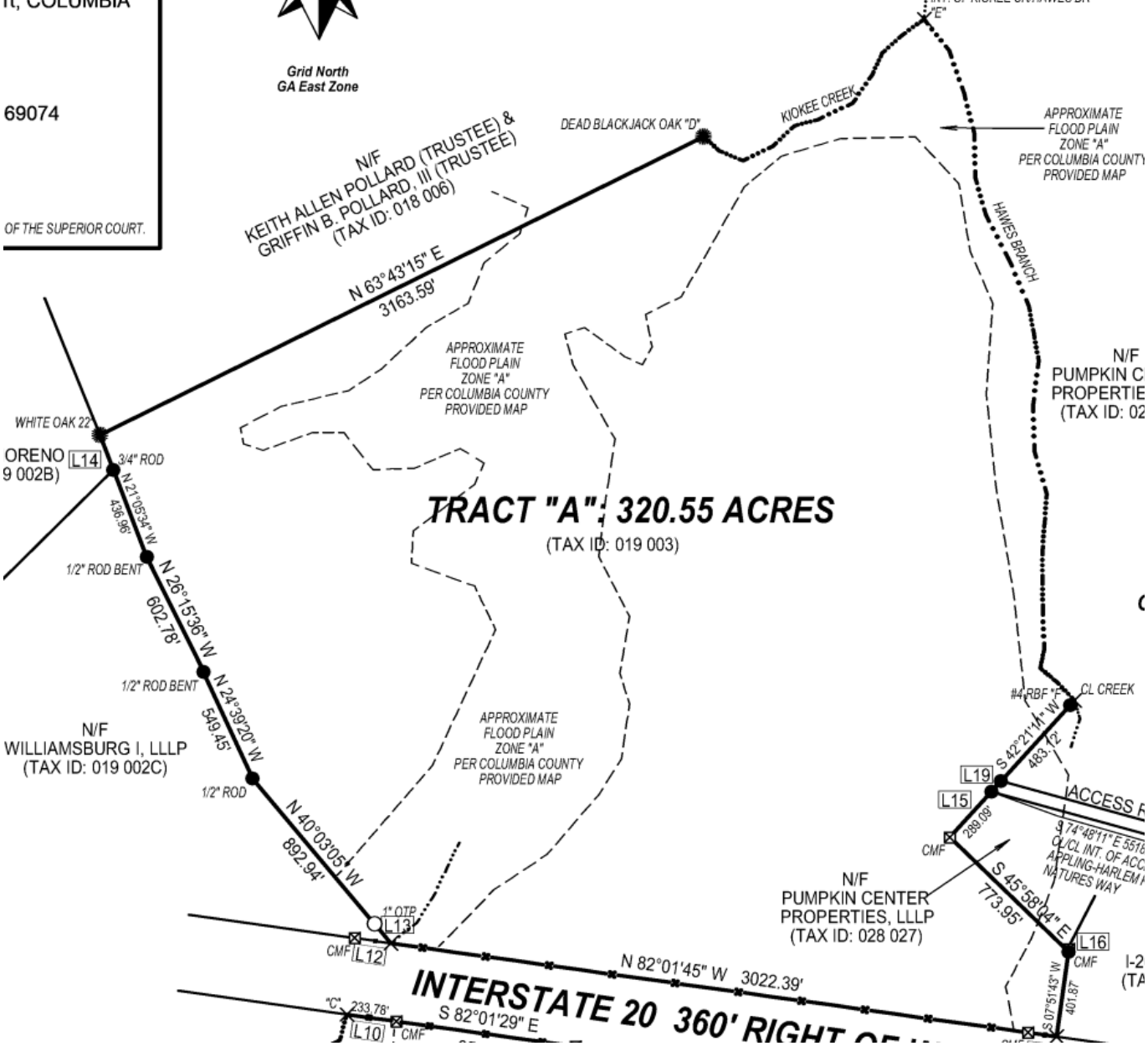
RZ26-01-02 SITE



RZ26-01-03 PLAT



RZ26-01-03 PLAT



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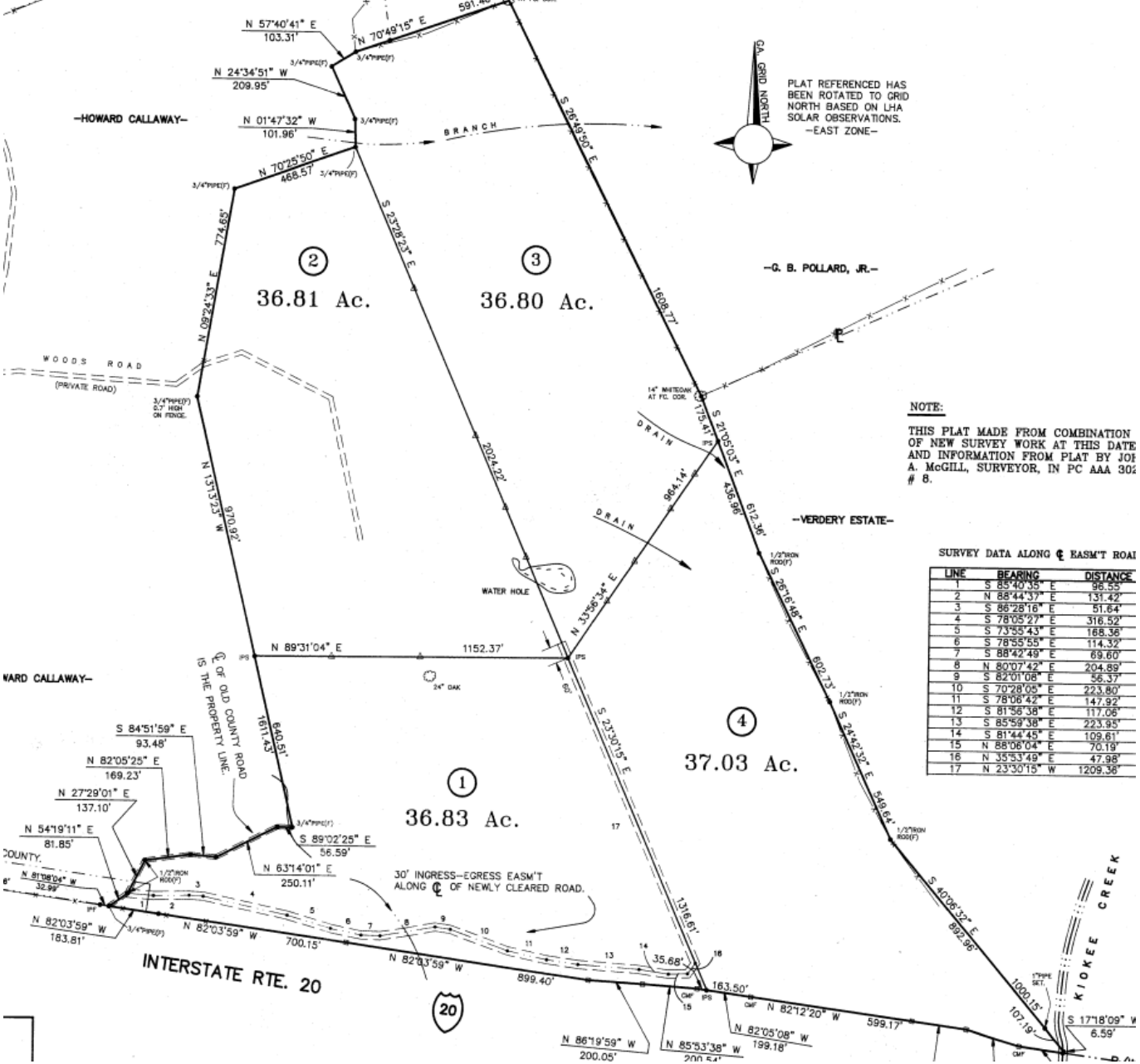
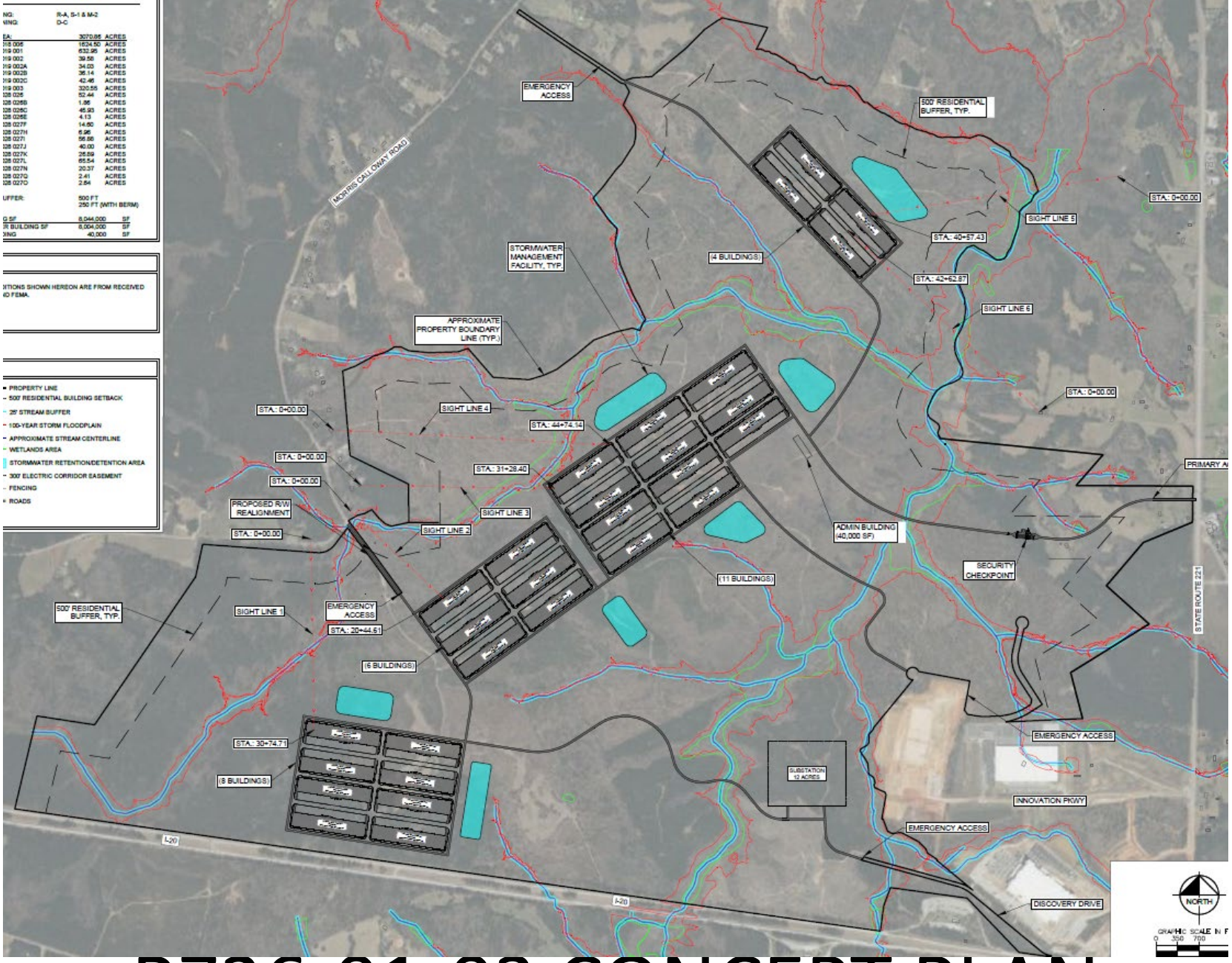
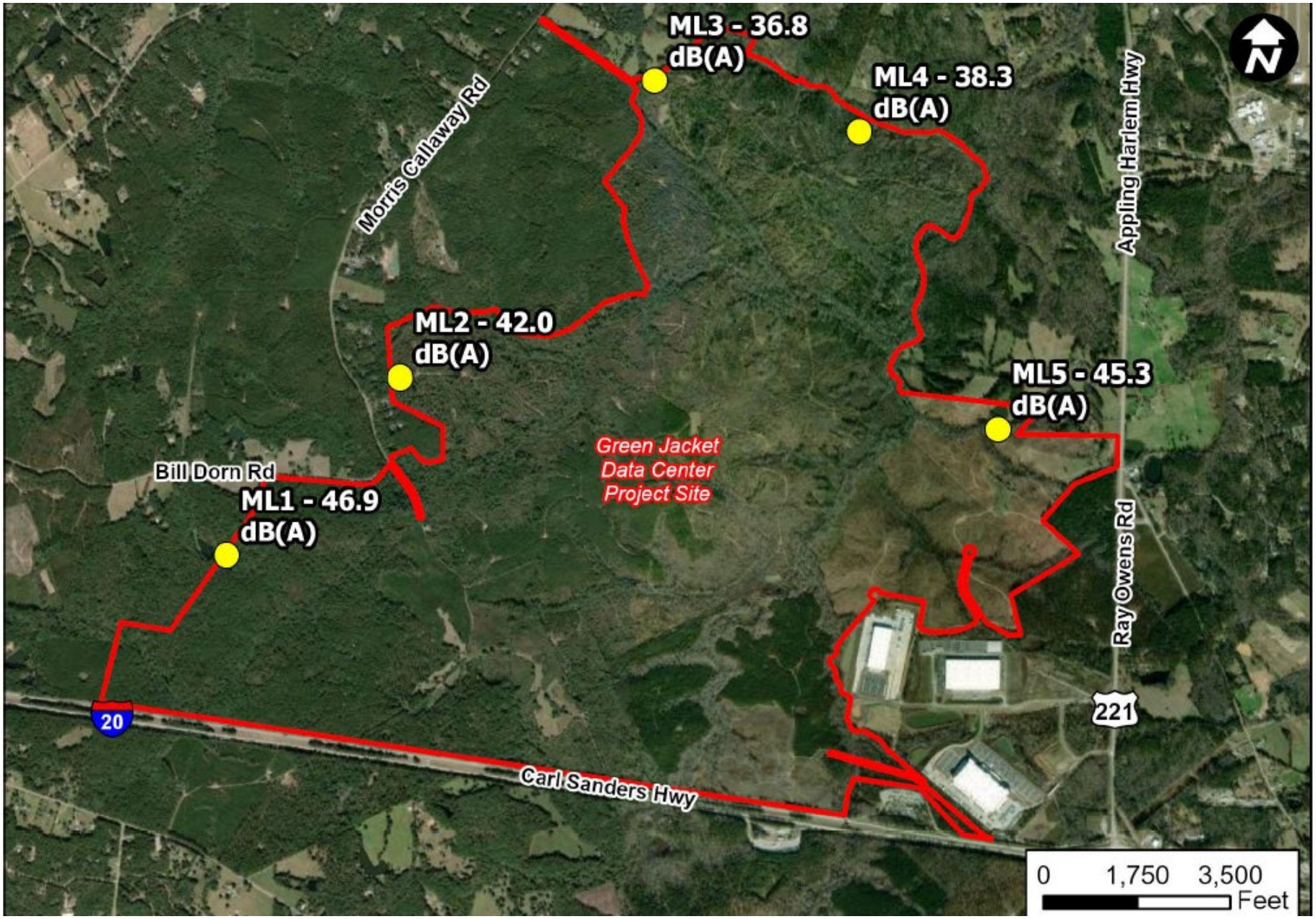


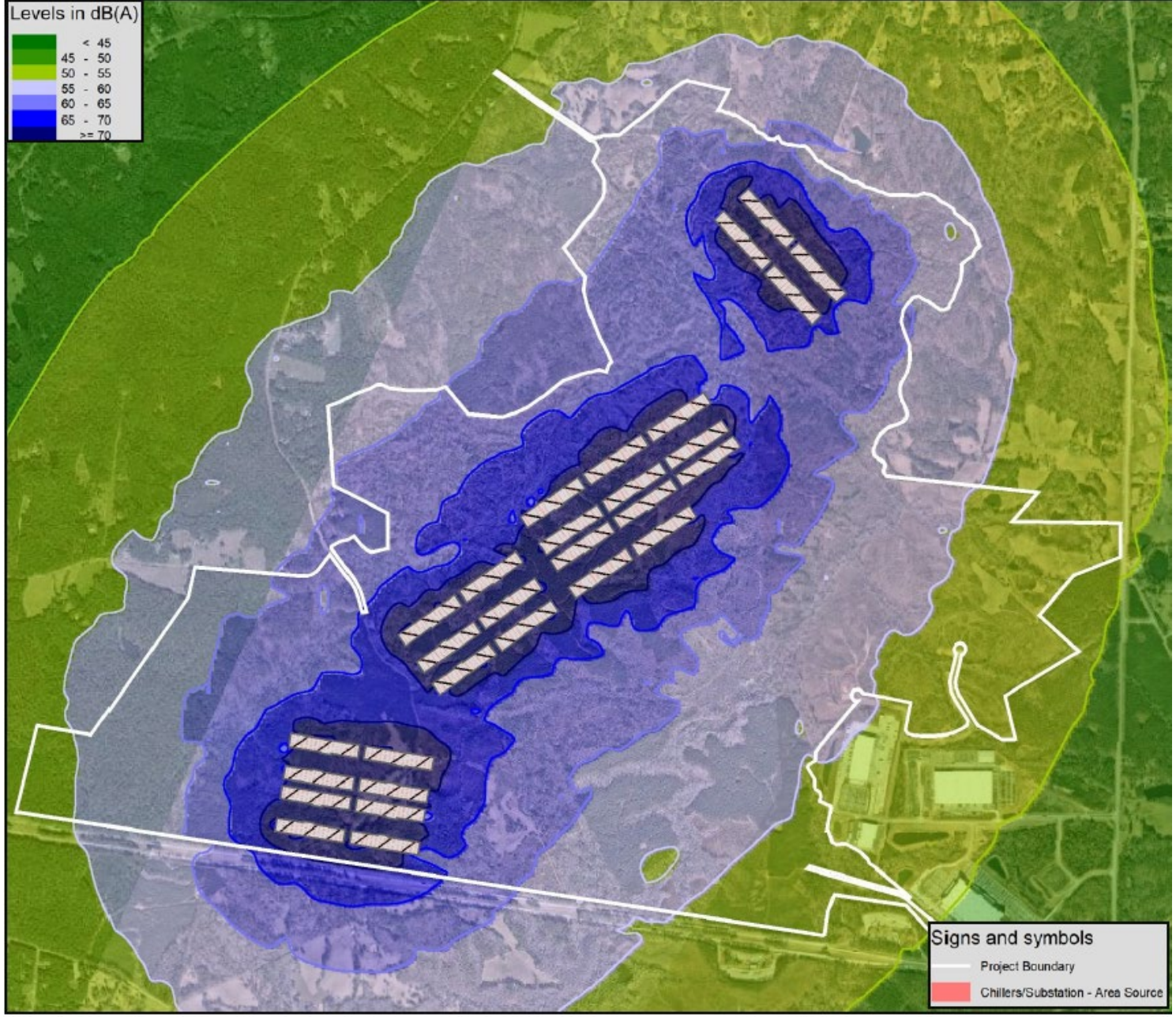
RZ26-01-03 PLAT



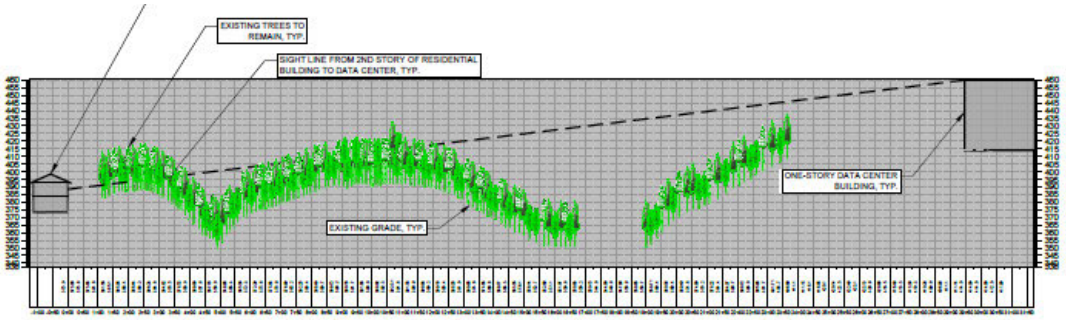
RZ26-01-03 CONCEPT PLAN



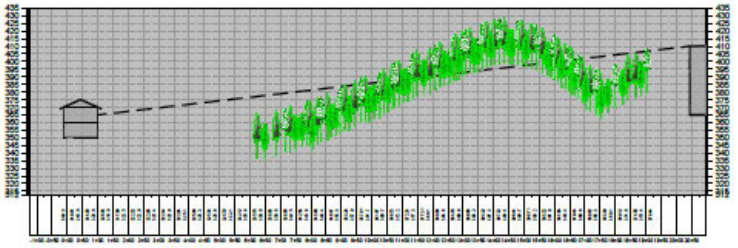
RZ26-01-03 SOUND STUDY



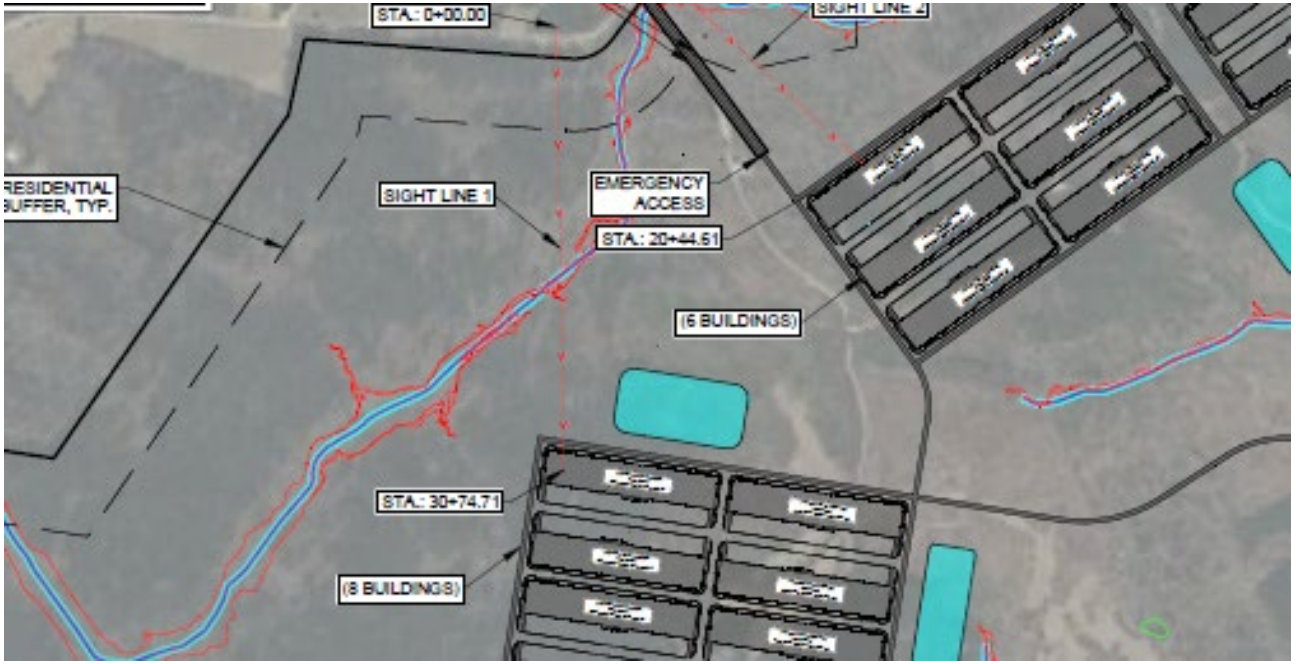
RZ26-01-03 SOUND STUDY



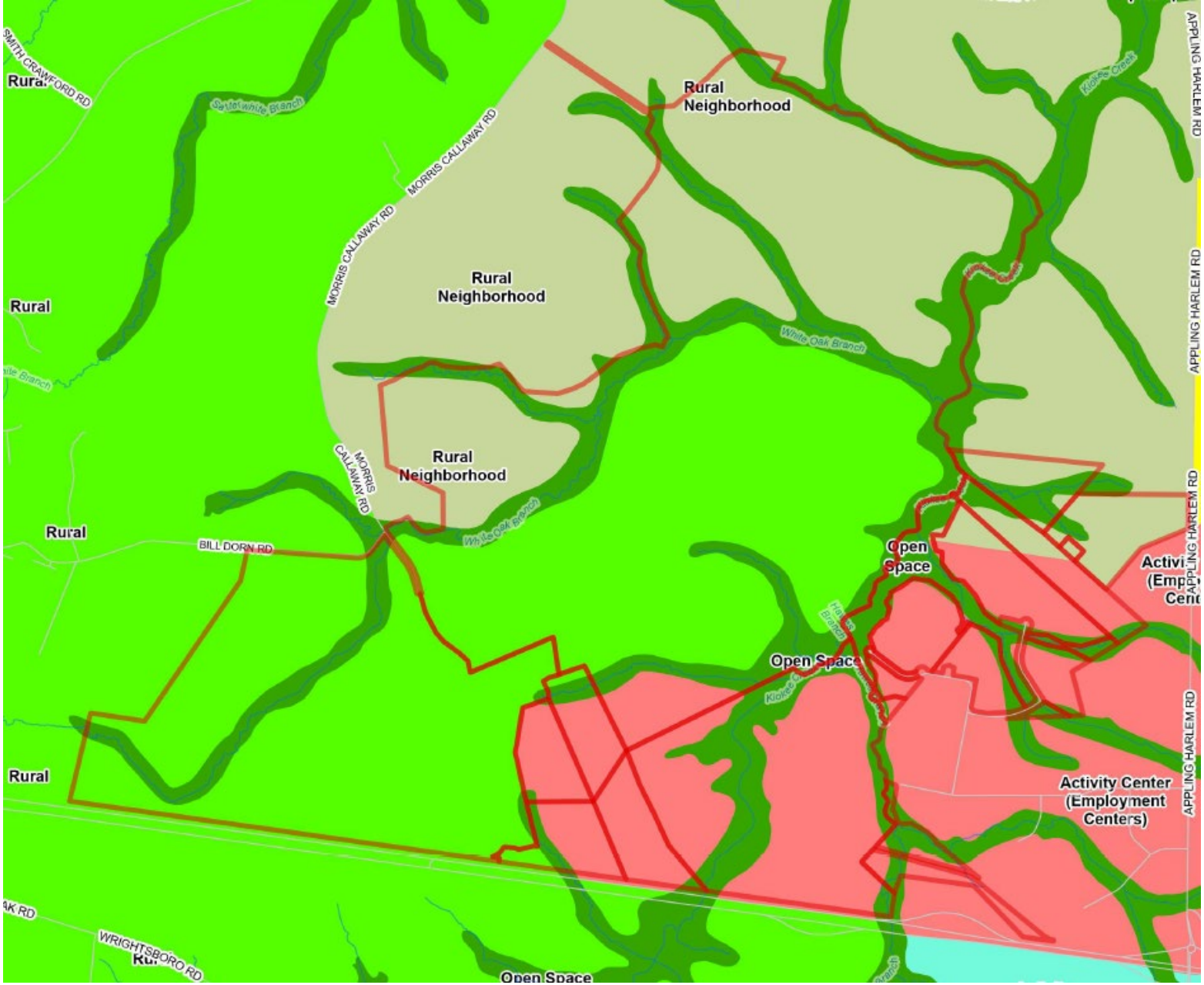
PROFILE VIEW
SIGHT LINE_1
1" = 100' HORZ.
1" = 20' VERT.



PROFILE VIEW
SIGHT LINE_2
1" = 100' HORZ.
1" = 20' VERT.



RZ26-01-02 VISUAL SURVEY



RZ26-01-02 FUTURE DEVELOPMENT



RZ26-01-02 FUTURE DEVELOPMENT

Columbia County Board of Commissioners
February 3, 2026

Fund:		Department:	Planning
Revenue:		Contact:	Scott Sterling
Expenses:		Phone:	706.868.3400
Line Codes(s):			

ITEM: RZ26-01-01, Rezoning from PUD (Planned Unit Development) to D-C (Data Center), 1382 Appling Harlem Road, 6423 Wrightsboro Road, 6367 Wrightsboro Road, and off Interstate 20, Tax map 029 parcels 036, 037B, 038, and 057, 417.9 +/- acres, and currently zoned PUD (Planned Unit Development).

BACKGROUND: See attached Staff Report- *RZ26-01-01*

Planning Commission Date: **January 15th, 2026**

STAFF RECOMMENDATION: Staff recommends **approval with conditions** of the request for a rezoning from PUD (Planned Unit Development) to D-C (Data Center) for proposed data center development for property located at 1382 Appling Harlem Road, 6423 Wrightsboro Road, 6367 Wrightsboro Road, and off Interstate 20, Tax map 029 parcels 036, 037B, 038, and 057, 417.9 +/- acres, and currently zoned PUD (Planned Unit Development).

Conditions:

Water & Sewer:

1. The developer will fund all necessary water and sewer upgrades for the proposed project.
2. Prior to approval of a building permit for any structure on the site, provide a 5-year projection to include water projections and sanitary sewer projections. This will be updated, at a minimum, annually and will be required until full-scale project development is complete and/or when major technological changes or site infrastructure changes affect water usage.
3. A water and sewer usage agreement and/or drought management plan may be required. This will be assessed during site plan review or with the 5-year projection noted above.

COMMITTEE COMMENTS: Aaron Bilyeu, 712 Main Street, Suite 3100, Houston, TX was present on behalf of Cloverleaf and was available to answer questions.

Planning Commission requested that the applicant provide additional information on the purpose of the data center, use of the warehouses, the noise levels, closed loop cooling systems, water use, frequency of generator testing, and reuse of the site.

The applicant clarified that the site is intended to support AI. The warehouses would store replacement hard drives, spare parts, power cords, and similar replacement equipment. Meeting the 70dB allowed noise level at the property lines is possible with current technology, but will be challenging for this site where existing noise levels already exceed this level. The applicant clarified that closed loop systems use a water/glycol mix like a car radiator and require only an initial fill up and then occasional top ups of a few gallons a day due to evaporation loss. The site will have diesel generators that will be tested on a schedule once a month. Reuse of the site is not a consideration at this time; there are currently no vacant data centers in the US.

The following members of the public spoke:

Alyscia Taylor, 514 Louisville Road
Lee Muns, 6343 Harlem Grovetown Road
Vin Muller, 6849 Pecan Road

Alexandria Roney, 4217 Whitehouse Street
Lauren Catoe, 5019 Huntley Road
Daren Bunyard, 2432 Telfair Lane
Deanna Coleman, 6821 Pecan Road
Jack Pollard, Pollards Pond Road
Katie Allen, Swint Road
Gregory Guido, 3125 National Drive
Cynthia Fite, 867 Country Farm Way
Travis McComb, 3027 Bannack Lane
Alexander Dickson, 6160 Old Union Road
Beverly Hill, 2401 Telfair Lane
Jonathan Klink, 1866 Lonergan Hulme Road
Beth Connell, 2538 Falling Branch Lane
Chloe Helen Roy, 4403 Summerlin Drive
Julia McLendon, Redgate Court
Joanne Murdock, 1547 Swint Road
Cassandra McCoy, 523 Cranberry Circle
Guy Fiebiger, 5206 White Oak Road
Kelly Bailey, 4238 Whitehouse Street
Lindsay Brantley, Pumpkin Center
Dorian Duplain, 5026 Huntley Trail
Bob Anderson, 409 Louisville Road

Members of the public expressed concerns with breaking the promises made by the approval of the Greenpoint PUD and the financial hardships that will be created for the residents who bought in Greenpoint based on the approved plans; the incompatibility of a large industrial use with the surrounding residences regardless of buffers; the health impacts of the proposed data center, including the impacts of prolonged noise on mental and physical health (stress, sleep disturbance, migraines, learning issues, hearing loss), air pollution from diesel generator testing and related impacts on respiratory and cardiovascular health (asthma, heart disease, learning impacts) and the importance of the credible harm doctrine of public health; environmental impacts including habitat and ecosystem destruction and microclimate impacts due to dispersion of waste heat increasing the local temperature; possible increases in utility costs and possible future cleanup costs to be borne by the public; water runoff from the site and possible contamination of wells; water use by the data center for cooling and by Georgia Power for additional electricity generation; the limited number of jobs or public benefit; impacts on the nearby school and the bus and school traffic in the area; infrastructure and the ability to handle additional traffic especially on 221 during construction; the back-up plan when the AI bubble bursts; the unknown impacts of living near data centers long term; and the lack of compliance with the currently adopted Vision 2035 plan. Members of the public additionally noted that the state legislature is considering a bill to pause data center construction, that the Commissions should focus on residents with things like free school lunches for kids rather than data centers, and that the proposed property tax relief was not an answer to the health, environmental, and quality of life concerns.

For further explanation on committee comments, please see the excerpt from the Jnauary 15th, 2026 Planning Commission meeting minutes included in this packet.

Vice-Chairman Holloway made a motion to recommend approval with conditions of file RZ26-01-01, rezoning from PUD (Planned Unit Development) to D-C (Data Center), 1832 Appling Harlem Road, 6423 Wrightsboro Road, 6367 Wrightsboro Road, and off Interstate 20, Tax map 029 parcels 036, 037B, 038, and 057, 417.9 +/- acres, and currently zoned PUD (Planned Unit Development).

Commissioner Lester seconded the motion.

The motion carried 4 -1, Commissioner Cato opposed.

Conditions:
Water & Sewer:

1. The developer will fund all necessary water and sewer upgrades for the proposed project.
2. Prior to approval of a building permit for any structure on the site, provide a 5-year projection to include water projections and sanitary sewer projections. This will be updated, at a minimum, annually and will be required until full-scale project development is complete and/or when major technological changes or site infrastructure changes affect water usage.
3. A water and sewer usage agreement and/or drought management plan may be required. This will be assessed during site plan review or with the 5-year projection noted above.

COMMITTEE RECOMMENDATION / MOTION: *I make a motion to approve the request for a rezoning from PUD to D-C for property located at Tax map 029 036, 037B, 038, and 057 subject to the conditions enumerated in the January 15, 2026 Planning Commission report.*

The following is a draft of the actions taken at the January 15th, 2026 Columbia County Planning Commission meeting. This document has not been reviewed or approved by the Planning Commission and is not an official record of the meeting. The Planning Commission will approve the official minutes on February 5th, 2026

RZ26-01-01, Rezoning from PUD (Planned Unit Development) to D-C (Data Center), 1382 Appling Harlem Road, 6423 Wrightsboro Road, 6367 Wrightsboro Road, and off Interstate 20, Tax map 029 parcels 036, 037B, 038, and 057, 417.9 +/- acres, and currently zoned PUD (Planned Unit Development).

Staff member Will Butler presented the staff recommendation.

Chairman Moody opened the public hearing at 6:32PM.

Aaron Bilyeu, 712 Main Street, Suite 3100, Houston, TX was present on behalf of Cloverleaf and was available to answer questions.

Planning Commission requested that the applicant provide additional information on the purpose of the data center, use of the warehouses, the noise levels, closed loop cooling systems, water use, frequency of generator testing, and reuse of the site.

The applicant clarified that the site is intended to support AI. The warehouses would store replacement hard drives, spare parts, power cords, and similar replacement equipment. Meeting the 70dB allowed noise level at the property lines is possible with current technology, but will be challenging for this site where existing noise levels already exceed this level. The applicant clarified that closed loop systems use a water/glycol mix like a car radiator and require only an initial fill up and then occasional top ups of a few gallons a day due to evaporation loss. The site will have diesel generators that will be tested on a schedule once a month. Reuse of the site is not a consideration at this time; there are currently no vacant data centers in the US.

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Guy Fiebiger, 5206 White Oak Road
Kelly Bailey, 4238 Whitehouse Street
Lindsay Brantley, Pumpkin Center
Dorian Duplain, 5026 Huntley Trail
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Members of the public expressed concerns with breaking the promises made by the approval of the Greenpoint PUD and the financial hardships that will be created for the residents who bought in Greenpoint based on the approved plans; the incompatibility of a large industrial use with the surrounding residences regardless of buffers; the health impacts of the proposed data center, including the impacts of prolonged noise on mental and physical health (stress, sleep disturbance, migraines, learning issues, hearing loss), air pollution from diesel generator testing and related impacts on respiratory and cardiovascular health (asthma, heart disease, learning impacts) and the importance of the credible harm doctrine of public health; environmental impacts including habitat and ecosystem destruction and microclimate impacts due to dispersion of waste heat increasing the local temperature; possible increases in utility costs and possible future cleanup costs to be borne by the public; water runoff from the site and possible contamination of wells; water use by the data center for cooling and by Georgia Power for additional electricity generation; the limited number of jobs or public benefit; impacts on the nearby school and the bus and school traffic in the area; infrastructure and the ability to handle additional traffic especially on 221 during construction; the back-up plan when the AI bubble bursts; the unknown impacts of living near data centers long term; and the lack of compliance with the currently adopted Vision 2035 plan. Members of the public additionally noted that the state legislature is considering a bill to pause data center construction, that the Commissions should focus on residents with things like free school lunches for kids rather than data centers, and that the proposed property tax relief was not an answer to the health, environmental, and quality of life concerns.

Chairman Moody closed the public hearing at 8:18PM.

Vice-Chairman Holloway made a motion to recommend approval with conditions of file RZ26-01-01, rezoning from PUD (Planned Unit Development) to D-C (Data Center), 1832 Appling Harlem Road, 6423 Wrightsboro Road, 6367 Wrightsboro Road, and off Interstate 20, Tax map 029 parcels 036, 037B, 038, and 057, 417.9 +/- acres, and currently zoned PUD (Planned Unit Development).

Commissioner Lester seconded the motion.

The motion carried 4 -1, Commissioner Cato opposed.

Conditions:

Water & Sewer:

1. The developer will fund all necessary water and sewer upgrades for the proposed project.

2. Prior to approval of a building permit for any structure on the site, provide a 5-year projection to include water projections and sanitary sewer projections. This will be updated, at a minimum, annually and will be required until full-scale project development is complete

and/or when major technological changes or site infrastructure changes affect water usage.

3. A water and sewer usage agreement and/or drought management plan may be required. This will be assessed during site plan review or with the 5-year projection noted above.

January 15th, 2026

REZONING

FILE : RZ26-01-01 Rezoning-PUD to D-C

Property Information	
Tax Map/Parcel ID	**Tax Map 029 Parcels 036, 037B, 038, and 057**
Address/Location	**1382 Appling Harlem Road, 6423 Wrightsboro Road, 6367 Wrightsboro Road, and off Interstate 20**
Acreage (+/-)	**417.9 +/- acres total**
Current Zoning	**PUD (Planned Unit Development)**
Current Use	**Undeveloped, Single Family Residential**
Request	**Rezoning to D-C (Data Center) for proposed data center development**
Commission District	**District 4 (Couch)**
Recommendation	**Approval with Conditions**

Summary and Recommendation

Owners R. Lionel Prather & Larry S. Prather, Jr., Pumpkin Center Properties, LLLP, and Julia Dunaway Prather and applicant Piedmont Devco, LLC request a rezoning from PUD (Planned Unit Development) to D-C (Data Center) for proposed data center development for property located at 1382 Appling Harlem Road, 6423 Wrightsboro Road, 6367 Wrightsboro Road, and off Interstate 20, Tax map 029 parcels 036, 037B, 038, and 057, 417.9 +/- acres, and currently zoned PUD (Planned Unit Development). The applicant has included a nonbinding concept plan, narrative, visual survey, and an environmental noise level survey with their application.

The subject properties are located on the west side of Appling Harlem Road and north side of Wrightsboro Road in the northwest corner of the intersection of those two roads. Property located to the west is split zoned M-1 (Light Industrial) and R-A (Residential Agricultural). Property to the south is zoned PUD (Planned Unit Development) for the Hawes Creek section of Greenpoint and R-A. Property to the east is zoned PUD as part of the existing Greenpoint zoning and C-2 (General Commercial). Lastly, property to the north, across I-20, is zoned PUD for another portion of Greenpoint, M-2 (General Industrial) and M-1 (Light Industrial). The subject property was rezoned to PUD for residential, commercial, and professional development in 2020 (RZ20-04-02) for Greenpoint.

The applicant is requesting the rezoning to the recently adopted D-C (Data Center) zoning district. This district was created specifically for the development of data centers, research and development facilities and associated accessory uses only. The primary uses are noted as industrial uses within Columbia County Code and are limited via use provisions that address the unique aspects, such as sound, power generation, and lighting of the uses permitted in this district. For clarification, those use provisions noted in Columbia County Code are required to be complied with as part of development of any site under this zoning district.

Per the provided conceptual development plan, the applicant proposes approximately 2,870,000 square feet of data center buildings divided into four buildings that are approximately 717,600 square feet in size. Three of these buildings are located generally in a line along Appling Harlem Road with the fourth located more centrally on the site. The plan also shows approximately 360,000 square feet of warehouses on the site divided into two approximately 180,000 square foot buildings that would support the data centers by storing overflow of equipment and other supplies. Also shown is an approximately 22,500 square foot office on the southern end of the site that would also serve as a support building for the data centers. A proposed substation is shown on the northern end of the site, adjacent to the existing high-power overhead lines that go through the property. Associated stormwater ponds are shown throughout the site.

Access to the site is proposed to be primarily from Appling Harlem Road, opposite the existing access to the commercial section of Greenpoint. Data centers are typically secure facilities, so a gate or guard house is shown at this primary access. A secondary access point is proposed on Wrightsboro Road, across from the existing electric substation on the southern side of Wrightsboro Road. The requested D-C zoning district does have more significant buffers than typical development with a 500-foot buffer required along any property line that abuts a residential or agricultural use, a 250-foot buffer along all other property lines, and a minimum 50-foot buffer along an interstate. All buffers on the site are to remain undisturbed to the maximum extent practicable, except for necessary access points and utility crossings which shall cross the buffer in as horizontal a manner as feasible. If a berm is utilized within the buffer, disturbance for the construction of that berm is permitted to take place.

With this district there is the ability to lower the buffer to 250 feet from residential or agricultural uses and 125 feet from other uses (there is no reduction along an interstate) if a planted berm is provided that blocks the line of sight measured at the highest point at adjacent property lines and roads to the highest point on proposed structures within the development. The applicant has proposed this reduction along Appling Harlem Road to 125 feet and along the western property line to 250 feet. The applicant has provided a visual survey showing sight lines into the site for review during the rezoning application. However, staff must note that the use provisions for this district require a decision to be made prior to issuing a land disturbance permit to allow for a more in-depth review if needed since engineering work for the site may not be totally complete at the rezoning phase. Staff intends to utilize that additional time afforded to make a decision on the reduction in the buffers proposed.

The applicant has also included an environmental noise level survey (sound study) with their request. This is required according to the use provisions of the district. Per those provisions, a facility may not emit noise that exceeds 70 decibels (db) measured at the exterior property line. The sound study presented must show ambient noise levels at the exterior property line as essentially a base line measurement prior to construction. However, prior to issuance of a Certificate of Occupancy for each building, a sound study showing compliance with that 70 db measurement at the exterior property line shall be provided. The applicant has provided a sound study showing the results at seven points throughout the site. Six of these were along the outer perimeter of the site, with the seventh at the midpoint of the property:

Point	dBA	Notes
1	72.7	Interstate 20 Eastbound Off Ramp
2	67.2	US-221 South (at Traffic Circle at off ramp)
3	67.1	US-221 South (at pump station)

4	75.4	US-221 South (just south of gated entry to log cabin)
5	67.1	Wrightsboro Road (just west of traffic circle)
6	65.6	Wrightsboro Road (at gated entry to power lines)
7	65.5	Near the center of the property

The sound study does note that the only noise heard by the person performing the study was road noise for all the points and took place from 9AM to 4PM. As shown, two of the points show that current levels are already over the 70-decibel limit without any development taking place on the subject parcel. Staff will address this further in the recommendation.

Review and Recommendation

As noted, the D-C classification includes use standards that are built into it that are often conditions of zoning or that are there to address particular issues with the uses permitted in the district. As noted within the ordinance, the classification may generate visual, noise, or utility impacts that distinguish them from conventional industrial activity. This includes requirements addressing generators to require them to be located away from any adjacent property, located to the interior of a site or proposed building complex, and not be located within either a buffer or building setback. Further, testing is limited (between 9AM and 5PM, for no more than two hours daily on weekdays, and not on Federal holidays) and generator use is limited to backup or emergency use only. Since lighting can be a detriment to surrounding areas, there are requirements for full cut off lighting (prohibits any light vertically projecting) and directing it away from any adjacent residential or agricultural property. Mechanical equipment which can be unsightly is required to be screened if visible to adjacent property or roads. In a similar manner, substations are required to be screened to not be visible at ground level from adjoining property or a public street.

Since it is potentially feasible for cooling to use a lot of water, the use provisions also make it clear that any upgrades required to Columbia County owned utilities, such as water or sewer, is the sole responsibility of the applicant. While already being required, the use provisions further note that the development must meet all local, state, and federal requirements regarding applicable environmental regulations at the time of construction. Also included is that a letter from the utility provider for the development verifying that the owner, operator, or developer is in compliance with all policies, procedures, and guidelines established by the provider. Lastly, the use provisions also include a cessation of operations component that spells out what happens to the site if permanent cessation of operations occurs. Again, these are typically included as conditions or within a narrative, but are made a part of Columbia County Code for this district.

Staff do have some concern with the request. Water Utility has requested that a 5-year projection to include water and sanitary sewer projections be provided prior to approval of a building permit for any structure on the site. This is proposed to be updated, at a minimum, yearly until full-scale project development is complete and/or if major technological changes or site infrastructure changes affect water usage. The intent behind this is to have communication and collaboration on any proposed utility upgrades that may be required to allow for better coordination over time. This would still be solely on the developer or owner to pay for to be clear. Water Utility may also require a drought management plan and/or water and sewage usage agreement to be entered into. This will be assessed during civil site plan review or with the 5-year projection. Lastly, a condition that reiterates that the developer will

fund all necessary water and sewer upgrades for the proposed project is requested. This is also a part of the current Code for this district, but this is reiterated here.

As noted, the sound study does show that existing ambient noise at the property line currently exceeds 70 decibels. The ordinance is clear that if noise levels exceed that threshold, then mitigation measures shall be implemented on the site. This will be further addressed as the site is engineered, but staff must note that finding a solution to this issue as further design work is done on the site is highly recommended. While there is a hard line of having to show compliance prior to a Certificate of Occupancy, the applicant is encouraged to focus on a solution to this issue during the site and building plan phase.

Regarding Vision 2035, the subject properties are within a Mixed Use Activity Center Character Area. These Areas are characterized by compact, walkable, higher density developments. They are intended to enhance and create concentrated commercial uses, employment centers, and mixed use development in defined areas. They provide a mix of uses that include neighborhood and regional commercial uses, employment opportunities, gathering spots, and residential uses that contribute to a live, work, and play environment. Future development should emphasize high quality building and site design. Primary future land uses include retail, restaurants, professional, and mid-rise office, higher density residential, hotels, civic uses, and light industrial on the periphery or with existing industrial zoning. The overall Greenpoint PUD does allow for limited light industrial use (self-storage and boat storage) on the north side of I-20, but this request is within an existing Employment Activity Center that would not support that use. However, the property does have existing high power electrical service lines going nearly through the middle of property, as well as an existing substation across the street from it on Wrightsboro Road. Due to this, there is a basis that the site would be a reasonable location for data centers since they can benefit from direct access to those power lines.

Columbia County is also in the process of updating Vision 2035 to a new comprehensive plan titled Foundations for the Future. This plan has not been adopted yet but does give some insight into the changes proposed for this area in the most recent October 31st, 2025 draft. The entirety of this request is within a new Character Area titled Technology and Industrial. This Area includes facilities involved in technology, applied research, manufacturing, processing, storage, distribution of goods and materials, as well as research centers, data centers, tech industries, and flex spaces. Heavier industrial areas, such as quarries, milling, and lumber operations, are also included. This area is intended to help diversify the County's tax base by attracting industries and providing employment opportunities. Future technology, data, manufacturing, and industrial growth should be prioritized where utilities and easy access to major transportation corridors already exist or are planned. Structures should be located within a larger landscaped campus to ensure industrial uses are properly buffered from residential and lesser intense uses. Again, with the caveat that this has not been fully adopted and is still under review, it appears that the request would meet the intent of the Foundations for the Future comprehensive plan.

Taking into account the existing electrical service lines, as well as the proposed Character Area in the yet to be adopted Foundations for the Future comprehensive plan, staff are of the opinion that the request would meet the intent of the Comprehensive Plan.

Due to the reasoning outlined above, staff recommends **approval with conditions** of the request for a rezoning from PUD (Planned Unit Development) to D-C (Data Center) for proposed data center development for property located at 1382 Appling Harlem Road, 6423 Wrightsboro Road, 6367

Wrightsboro Road, and off Interstate 20, Tax map 029 parcels 036, 037B, 038, and 057, 417.9 +/- acres, and currently zoned PUD (Planned Unit Development).

Interdepartmental Review

A copy of this staff report, including a list of all recommended zoning conditions, is sent to the applicant and owner of the property in question prior to the public hearing.

Conditions:

Water & Sewer:

1. The developer will fund all necessary water and sewer upgrades for the proposed project.
2. Prior to approval of a building permit for any structure on the site, provide a 5-year projection to include water projections and sanitary sewer projections. This will be updated, at a minimum, annually and will be required until full-scale project development is complete and/or when major technological changes or site infrastructure changes affect water usage.
3. A water and sewer usage agreement and/or drought management plan may be required. This will be assessed during site plan review or with the 5-year projection noted above.

Comments:

Broadband:
The Columbia County Community Broadband Utility (C3BU) is responsible for maintaining underground fiber optic cables within designated utility easements. Any relocation, burial, or modification of these cables by property owners, developers, or subcontractors is strictly prohibited without prior coordination with C3BU.

Developers must directly coordinate any adjustments to the cable's conduit positioning or depth with C3BU and are fully responsible for all associated costs, including construction expenses.

Additionally, if fiber optic cables or conduits sustain damage due to construction activities—such as grading or excavation—by property owners, developers, or subcontractors, those parties will be held accountable for repair costs and any resulting revenue loss.

Building Standards:
All new construction and/or renovation work must meet all applicable codes and amendments adopted by Columbia County, GA. These include, but are not limited to, the International Building Code, International Fire Code, National Electrical Code, International Mechanical Code, International Fuel Gas Code, International Plumbing Code, Life Safety Code, Existing Building Code, Swimming Pool and Spa Code, and Columbia County ordinances.

Environmental:

State Waters are present on the property. There is a 25-foot buffer from the edge of wrested vegetation along all state waters. Any disturbances to the 25-foot buffer must be approved by the Georgia Environmental Protection Division prior to such disturbance taking place.

Wetlands and Waters of the U.S. are present on the property. Columbia County strongly encourages an Aquatic Resources Delineation Verification (ARDV) be procured from the U.S. Army Corps of Engineers for this project. If any disturbances to the wetlands or waters of the U.S. are proposed, Columbia County will require the Aquatic Resources Delineation Verification be accompanied by correspondence from the U.S. Army Corps of Engineers stating permit coverage has been obtained or permit coverage is not needed.

According to FEMA FIRM 13073C0205E, this property contains A zone w/established BFEs. A Conditional Letter of Map Amendment based on Fill (CLOMR-F) must be approved by FEMA if modifications to the site result in fill within the floodplain/floodway limits.

ES&PC

1. The concept proposes ~240 acres of disturbance based on plans submitted to Columbia County Plan Review. All plans submitted with ≥50 acres of disturbance must first obtain a 50-acre approval letter from the GA Environmental Protection Division (GA EPD) PRIOR TO submittal for ES&PC Plan review.
2. There are multiple topographical draws which lead to Hawes Branch that are not indicated on the concept plans as state waters. All potential ephemeral, intermittent, or perennial streams must be delineated as either buffered or unbuffered by Columbia County Stormwater Compliance and/or GA EPD prior to plan approval. This process will likely take days to weeks based on the scale of the project and possible weather delays.
3. A wetland delineation will be required prior to plan approval.
4. Proposed impacts to Waters of the U.S, buffered state waters, wetlands, and FEMA floodplains will be subject to permitting by their respective regulatory agencies. Unpermitted impacts of any environmentally sensitive areas will result in enforcement actions by one or more regulatory agencies.
5. Page 1, paragraph 3 of the narrative correctly states that the previous project (Greenpoint North) called for mass clearing and grading. However, the ~240 disturbed acres in the submitted data center plan also constitutes mass grading since all ~240 acres are being disturbed all at once, rather than being phased as development progresses.

Fire Marshal:

All new developments, new and existing buildings, structures, and premises, and building rehabilitation must meet all applicable codes and amendments adopted by Columbia County, GA. These include but are not limited to the Rules and Regulations of the State of Georgia, Chapter 120-3-3, the International Fire Code, including Appendix D, the NFPA 101 Life Safety Code, and the GA Accessibility Code, 120-3-20. Special attention should be given to the required Fire Service Features, and Fire Apparatus Access Roads. The concept plan does not provide enough details to verify compliance and the scale is not legible.

Fire Department:

The concept plan does not provide enough detail to verify compliance. Further review will be required at civil site plan review.

Health Department:
If septic is to be utilized, a Level III soil survey to determine suitability of the soil for a septic system is required.

Planning:
Conditions supplement but do not eliminate other code requirements which pertain to site development. No variances from Code have been expressed or implied. In case of conflicts, the more restrictive item shall prevail over the less restrictive item.

Stormwater Management:
1. The site improvements will disturb more than one acre, therefore the proper NPDES permit and associated fees must be submitted to the Georgia Environmental Protection Division (EPD) and Columbia County 14 days prior to land disturbance.
2. Stormwater detention will be required unless site improvements result in no net increase in runoff.
3. Stormwater Quality will be required.

Traffic Engineering:
The right-of-way for State Route 47 (Appling Harlem Road) and State Route 223 (Wrightsboro Road) is under the jurisdiction of the Georgia Department of Transportation. Contact the District 2 Office in Tennille, GA, at (478) 553-3366 for permitting information. An approved Driveway & Encroachment Permit, or a letter of intent to permit from GDOT, must be obtained prior to preliminary site plan approval.

Pre-Construction:
No comments or conditions.

Water & Sewer:
1. Easements and ingress/egress access to all county owned utilities will be required.
2. Further questions and discussion regarding water and sewer infrastructure will take place at a required pre-development meeting prior to site plan submittal.

Criteria for Evaluation of Rezoning Proposal

1. **Whether the zoning proposal will permit a use that is suitable in view of the zoning and development of adjacent and nearby property.**
   The subject properties are located on the west side of Appling Harlem Road and north side of Wrightsboro Road in the northwest corner of the intersection of those two roads. Property located to the west is split zoned M-1 (Light Industrial) and R-A (Residential Agricultural). Property to the south is zoned PUD (Planned Unit Development) for the Hawes Creek section of Greenpoint and R-A. Property to the east is zoned PUD as part of the existing Greenpoint zoning and also C-2 (General Commercial). Lastly, property to the north, across I-20, is zoned PUD for another portion of Greenpoint, M-2 (General Industrial) and M-1 (Light Industrial). The

subject property was rezoned to PUD for residential, commercial, and professional development in 2020 (RZ20-04-02) for Greenpoint. As noted, the PUD does include some industrial uses across I-20, there are existing high power electrical service lines on the property, and the currently unadopted Foundations for the Future supports the use. Taking that into account, there is some basis that the use is suitable in view of the zoning and development of adjacent and nearby property.

2. **Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.**
   The D-C district use provisions do provide mitigation for potential issues from the proposed use, so it stands to reason that the proposal will not adversely affect the existing use or usability of adjacent or nearby property.

3. **Whether the zoning proposal is compatible with the purpose and intent of the Vision 2035 Comprehensive Plan.**
   Regarding Vision 2035, the subject properties are within a Mixed Use Activity Center Character Area. These Areas are characterized by compact, walkable, higher density developments. They are intended to enhance and create concentrated commercial uses, employment centers, and mixed use development in defined areas. They provide a mix of uses that include neighborhood and regional commercial uses, employment opportunities, gathering spots, and residential uses that contribute to a live, work, and play environment. Future development should emphasize high quality building and site design. Primary future land uses include retail, restaurants, professional, and mid-rise office, higher density residential, hotels, civic uses, and light industrial on the periphery or with existing industrial zoning. The overall PUD does allow for limited industrial use (self-storage and boat storage) on the opposite side of I-20, but this is within what an existing Employment Activity Center that would support that use. However, the property does have existing high power electrical service lines going nearly through the middle of it, as well as an existing substation across the street from it on Wrightsboro Road. Due to this, there is a basis that the site would be a reasonable location for data centers since they need direct access to those power lines.

   Columbia County is also in the process of updating Vision 2035 to a new comprehensive plan titled Foundations for the Future. This plan has not been adopted yet but does give some insight into the changes proposed for this area in the most recent October 31st, 2025 draft. The entirety of this request is within a new Character Area titled Technology and Industrial. This Area includes facilities involved in technology, applied research, manufacturing, processing, storage, distribution of goods and materials, as well as research centers, data centers, tech industries, and flex spaces. Heavier industrial areas, such as quarries, milling, and lumber operations, are also included. This area is intended to help diversify the County's tax base by attracting industries and providing employment opportunities. Future technology, data, manufacturing, and industrial growth should be prioritized where utilities and easy access to major transportation corridors already exist or are planned. Structures should be located within a larger landscaped campus to ensure industrial uses are properly buffered from residential and lesser intense uses. Again, with the caveat that this has not been fully adopted and is still under review, it appears that the request would meet the intent of the Foundations for the Future comprehensive plan.

Taking into account the existing electrical service lines, as well as the proposed Character Area in the yet to be adopted Foundations for the Future comprehensive plan, staff are of the opinion that the request would meet the intent of the Comprehensive Plan.

4. **Whether there are substantial reasons why the property cannot or should not be used as currently zoned.**
   The subject properties are currently zoned for residential, commercial, and professional use. Staff is not aware of any substantial reasons why the property cannot be used as currently zoned.

5. **Whether the zoning proposal will result in a use that will or could cause an excessive or burdensome use of public facilities or services, including, but not limited to, existing streets and transportation facilities, schools, water or sewer utilities and police or fire protection.**
   Staff have provided proposed conditions, as well as the use provisions for the D-C district that should serve to mitigate any issues with public facilities or services. The developer is required to pay for all upgrades to the water and sewer system

6. **Whether the zoning proposal is supported by new or changing conditions not anticipated by the growth management plan or reflected in the existing zoning on the property or surrounding properties**
   See staff recommendation above. Foundations for the Future proposes a new Character Area that addresses this request in full and the site has existing high power electrical service lines going through it.

7. **Whether the zoning proposal reflects a reasonable balance between the promotion of the public health, safety, morality or general welfare against the right to unrestricted use of property**
   Taking into account the proposed conditions and use provisions of the district, this proposal reflects a reasonable balance between the promotion of the public health, safety, morality, or general welfare against the right to unrestricted use of property.

From: [redacted]
To: Planning
Subject: Data Center
Date: Thursday, January 15, 2026 5:57:45 PM

CAUTION: This email originated from outside of the Columbia County email system. Please exercise caution before clicking links, opening attachments, replying, or providing information to the sender.

Dear Commission,
Please deny reasoning of data center around Pumpkin Center, Lonergan- Hume Road and Green Point! They should remain zoned as is! Plus, Green Point was approved for residential and to develop a village concept. Hawes Creek was sold on that plan by current residents. Support them, that is the correct, ethical and moral choice.
Thank you,
Dewey Carey
Sent from my iPhone

From: [redacted]
To: PlanningCommission; Commissioners
Subject: Data Centers
Date: Friday, January 9, 2026 12:28:30 PM

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Greetings,

I have many concerns about Data Centers and the manner in which they are being handled in our county. I will not try and list them all because it would tend to make one not read my email at all. I would like to talk about four at this point in time.
1. It has been brought to my attention that the county does and will continue to own the wetlands inside of the proposed new Appling/White Oak Industrial Park Data Center. This makes absolutely no sense for the following reason. If the retention ponds on site are not strategically located or sized correctly, heavy rains (with all the building rooftops) could potentially back water up into the data center buildings. Who would be liable for the subsequent damage with all of the expensive equipment such as servers, etc. inside of these buildings?
2. It has been brought to my attention that Elon Musk is building a Data Center in Memphis, Tn. Apparently at the start up time, permanent power was not available so the site started up running on backup generator power only (what a travesty from an air quality and noise level aspects). Does Columbia County have any provisions to prevent such an occurrence here? On page 12 item b. of the new Ordinance Number 25-07 it states “Except for generator testing, maintenance, or commissioning activities, generator use is limited to backup/emergency use only”. Commissioning should be done on permanent power and also from a backup generator standpoint. The facility/facilities should not be allowed to run/operate as I referenced above in Memphis. Does the county have protection in writing to prevent this from happening?
3. It has been brought to my attention that once the new Appling/White Oak Industrial Park Data Center is brought online, Columbia County will be nearing its current maximum amount of water it can pull from Clark’s Hill Lake/Savannah River. How can we be looking at more Data Centers without endangering the water supply of our neighbors downstream?
4. You (commissioners) are telling us that Georgia Power says they can supply all the power needed for all of these proposed Data Centers (not only in our county but across our great state). I truly believe they are looking at this from a profitability standpoint and not looking down the road enough. That being said, I also truly believe that the power consumers (home owners in particular) across our state will suffer the consequences when the point in time comes (and I firmly believe it will) that Georgia Power realizes it has overextended itself!!!

Sincerely,
Ken Hair

From: [redacted]
To: planningcommision@columbiacountyga.gov; Planning; Wilder, Russell A.; Moody, Mark; Lester, Jamie; Holloway, Emory
Subject: Rezoning for Pumpkin Center Data Center
Date: Monday, January 12, 2026 10:07:19 PM

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Good evening! I am resident of Columbia County, specifically living in the Pumpkin Center area for over 30 years. We built our forever home here and I will be directly affected by this rezoning, should you approve it.
That is why I strongly oppose the proposed rezoning of Phases 2 and 3 in the Greenpoint community from the approved Planned Unit Development (PUD) to accommodate a data center.
I am respectfully asking you to vote NO on this rezoning request.
This change directly contradicts the developer's commitments made during the 2020 rezoning approval and undermines the county's long-term planning vision.
In 2020, when the land was rezoned from primarily Residential Agricultural (RA) to PUD, the developer explicitly promised a cohesive, master-planned community emphasizing quality of life and environmental preservation. Key elements included dedicating a minimum of 20% (approximately 167 acres) of the total acreage to open space, featuring a connected greenway trail system, active and passive community parks, and preserved natural areas. A 50-foot undisturbed natural buffer was mandated along the PUD's boundaries to maintain visual and sound barriers from major vehicular corridors, with additional 30-foot undisturbed buffers along Appling Harlem Road and Wrightsboro Road for Municipal Utility District (MUD) and Community Development (CD) areas. Phases 2 and 3 were integral to this vision, depicted in conceptual maps as extensions of residential neighborhoods with integrated parks, walking trails, and amenities like pavilions, playgrounds, and social spaces—all designed to create "third place" opportunities for residents to connect within a 5-minute walk or 1/8-mile distance from homes.
Homeowners who purchased properties in Phase 1 did so in good faith, relying on these representations and the phased construction timeline (Phase 2 slated to begin in March 2025, Phase 3 in July 2030). They invested in a promised residential area with abundant green spaces and recreational features, not an industrial zone. Approving this rezoning would leave these families "high and dry," devaluing their properties, introducing noise and visual pollution from data center operations, and fragmenting the community they were sold on.
Most importantly, this industrial data center proposal fails to align with Columbia County's Vision 2035 comprehensive plan, which envisions the county as a "blend of premier communities" focused on quiet residential neighborhoods, sustainable growth, preservation of natural resources, and enhanced quality of life through recreation and community character. Data centers, with their high energy demands, potential for 24/7 noise from cooling systems, increased truck traffic, and environmental impacts, represent sprawling industrial development that erodes these goals—especially in an area planned for residential integration near existing homes.

I urge the Planning Commission and Board of Commissioners to deny this rezoning request to honor the 2020 approvals, protect invested homeowners, and uphold the county's commitment to balanced, resident-focused growth.

Thank you for your time.

Joanne Murdock
1547 Swint Rd
Harlem, GA

Sent from my iPhone

From: [redacted]
To: PlanningCommission
Subject: Upcoming Rezoning Decisions in D4
Date: Wednesday, January 7, 2026 2:30:40 PM

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CC Planning Commission,

Happy New Year to each of you. I don't usually reach out to you with concerns, but I wanted to reach out because I am still in shock and disheartened by the rapid changes happening all in District 4 as we speak. I'm prayerfully processing all of it.

After last night's board meeting on the quarry rezoning- I see that the commissioners can and most likely will vote the way they have already decided, despite your advice.

It feels like a hopeless fight to even pour our hearts out from District 4. These deals are likely a done deal and these meetings are just formalities.

My family lives very close to the proposed Pumpkin Center Data Center. I'm not fully against data centers- I have a lot to learn about them. This data center route may be the best option for the county and residents in District 4. I don't know. I am open minded and know there are so many factors and angles to this decision. I also know that there will be lasting effects of these permanent industrial changes to such a beautiful rural community. I understand and see the value in growth- it's a good thing for a county. I'm not against growth, if done in an honest way for the wellbeing of the constituents. District 4 is being overwhelmingly covered up in these large proposed industrial changes (data centers, quarry, etc). I would ask if there is any way possible, that the vote to rezone the Pumpkin Center and Natures Way(Byrd Data Center) land plots be tabled, extended, and revisited in 6 months. I'm not sure if the original 2035 plan for Pumpkin Center Greenpoint can be revisited and carried out for the community out here like so many were promised by Prather- Residents and Business owners nearby. If not, citizens need to hear from the board the plan in place for water supply, regulation/limitation of diesel generators, etc for the data centers.

There may only be a small percent of district 4 with concerns and questions- but this is most likely due to the spread out proximity of addresses in this rural part of district 4 compared to the city limits close proximity of residents/constituents. I look forward to the meeting next Thursday. I appreciate your time reading this and hope you have a great Wednesday.

Grateful,

Mandy Lord

Psalm 115:1 "Not to us, not to us, oh Lord; but to Your name be the glory."

From: [redacted]
To: PlanningCommission; Commissioners
Cc: [redacted]
Subject: Vote against Prather abandoning his plans for big profit
Date: Wednesday, December 31, 2025 11:56:44 AM

CAUTION: This email originated from outside of the Columbia County email system. Please exercise caution before clicking links, opening attachments, replying, or providing information to the sender.

CC Planning Commission,

Good morning, and Happy New Year's Eve.

Russell, I hope you are doing well. I know you don't miss our days together on the library board.

Emory, I am the sister to your nephew Chase's wife, Mandy. She lives across the street from me here in Harlem in Pumpkin Center, on family farmland that my grandfather purchased in the mid-1900s.

Ryan, I grew up in Kiokee and I know your family. Do you remember me? Lindsey Hair was my maiden name, I was a bit older than you. I hope your family is doing well.

Jamie, I don't think we know each other but I used to work with Ashlyn Lester in the Columbia County school district. Are you by chance related to her husband, Robbie?

Mark, we have not met, but I hope to meet you soon.

My name is Lindsey Brantley. I live just around the corner from Pumpkin Center. I grew up on this road and then moved to Atlanta in 2010. My husband and I moved back here in 2016 and built our forever home in 2017 on Haywood Drive, a rock's throw from Harlem Middle and the Pumpkin Center roundabout. My parents (Ken and Cindy Hair), my sister and her family, two cousins' families, and an aunt live on this road. Another aunt lives nearby, on Stanford Rd. We love living in the country and we love the rural character of District 4. Paula and Joe Green live right down the way from us and I grew up with Alison and Amanda. I reconnected with Alison during her campaign and we all happily rallied in support of her ideas as well as her character. I will be meeting with her today to discuss my many concerns and I truly hope to hear that she will uphold what she campaigned on with a no vote on this D-C rezone at Pumpkin Center, and on making D4 a data center cluster.

We residents know that if these votes on Jan. 15/Feb. 3 are a yes, nothing beautiful will ever come to D4 again. Big parcel owners, with maybe a few exceptions, will get in line for their turn, as we currently see playing out in real time.

Now on to my points that are relevant to your committee:

Russell, when you were appointed to the Planning Commission, I told Alison that I believed you would be a strong voice because you understood how often developers resist reasonable standards. Here were my words to her on the text:

"Russell will be good for Planning and Zoning. He was chatting with me about developers

being greedy and not wanting to meet certain standards."

That statement feels particularly relevant and ironic right now.

I am deeply disappointed by the number of D-C zoning proposals advancing through Planning and Zoning. I am equally frustrated by the repeated suggestion by my leaders since May of 2025 and from the mouth of Lionel Prather to surrounding homeowners that the only alternative is high-density residential. That framing is misleading, and it does a disservice to both the community and the public process.

Mr. Prather's actions at Pumpkin Center follow a familiar pattern: abandoning previously discussed plans, maximizing optionality through PUD language, and presenting wildly inflated future scenarios to nearby property owners to manufacture urgency. Promising 6,000–8,000 homes where existing plans would allow a small fraction of that is not transparency — it's leverage.

What is especially troubling is that this approach, also used by our commissioners, shifts all risk to the community while positioning the developer and county leaders as supposed problem-solvers while the developer gets big rich on the sale and the commissioners use future potential tax cuts as bribery in exchange for support/silence. Planning & Zoning should serve as a gatekeeper against exactly this kind of opportunistic rezoning, **not a pathway for it.**

Like many neighbors, I am paying close attention and will be speaking at upcoming public meetings. I will also be encouraging others in the community to do the same as we approach the February 3 vote.

I hope you all will reconsider the direction this process is taking and the precedent it sets.

Please vote NO on January 15th.

Respectfully,

Lindsey Brantley

706-825-0349

REQUEST FOR DENIAL — REZONING APPLICATIONS RZ26-01-01, RZ26-01-02, RZ26-01-03

Pumpkin Center • Byrd • White Oak Data Center Expansions

Summary of Findings Based on the Seven Required Criteria

1. Incompatibility With Adjacent Property

Across all three rezonings, the proposed industrial data center campuses are not compatible with surrounding residential, agricultural, and mixed-use areas.

- Pumpkin Center: Vision 2035 designates this area as a Mixed Use Activity Center. A 417-acre industrial campus conflicts with this designation and with active residential construction (Stanley Martin Phase 3–5 and Hawes Creek).
- Byrd: The entire 944-acre site is in the Neighborhoods Character Area, intended for moderate-density residential development.
- White Oak: Large portions of the 3,140-acre site lie in Rural and Rural Neighborhoods, where industrial development is prohibited.

Buffers, berms, and vegetation cannot make an incompatible industrial use compatible with residential communities.

2. Adverse Impacts Cannot Be Evaluated

The applicants did not provide the required information to evaluate impacts on nearby property.

Missing or incomplete items include:

- Noise compliance
- Stormwater modeling
- Wetland and state-waters delineations
- Floodplain analysis
- Fire access and emergency response plans
- Construction traffic analysis
- Updated traffic studies

- Broadband impact analysis

Without these, adverse impacts cannot be assessed.

3. Conflicts With the Adopted Comprehensive Plan

All three rezonings conflict with Vision 2035, the county's adopted Comprehensive Plan.

Staff relies heavily on a future draft plan (Foundations for the Future), which has no legal standing.

Rezoning decisions must be based on the current adopted plan, not a draft.

4. Properties Can Be Used as Currently Zoned

In both the Pumpkin Center and Byrd staff reports, staff explicitly states:

"The property can be used as currently zoned."

If the property can be used as currently zoned, there is:

- No hardship
- No justification
- No legal basis for rezoning

This alone satisfies Criterion 4 and supports denial.

5. Burdens on Public Facilities Are Unknown

Required studies and documentation have not been provided, including:

- Five-year water and sewer projections
- Annual updates
- Drought management plans
- GDOT access permits
- Traffic Impact Studies
- Haul-route safety evaluations
- Stormwater detention and water-quality plans

- National Pollutant Discharge Elimination System (NPDES) permits
- CLOMR-F floodplain modeling
- Wetland delineations

The county cannot determine whether public facilities can support these projects.

6. No New Conditions Justifying Rezoning

Power lines and draft planning documents do not constitute new or changing conditions.

Character Areas cannot be "expanded" through rezoning.

No new conditions support approval.

7. Public Health and Safety Cannot Be Protected

Across all three rezonings:

- Fire access cannot be verified
- Emergency access is insufficient
- Floodplain and stormwater impacts are unknown
- Traffic impacts are unstudied or outdated
- Environmental impacts are undocumented

Public health and safety cannot be protected without this information.

School Safety & Public Welfare

None of the staff reports include any analysis of impacts on:

- School bus routes
- School traffic
- School transportation safety
- Emergency response times to schools
- Air quality or noise impacts near school zones

All three rezonings sit within or near active school transportation corridors.

Criterion 7 requires the county to protect public health and safety — and schoolchildren are the most vulnerable population we serve.

The absence of school-related analysis is a major procedural failure.

REQUEST

Based on the seven required criteria, the adopted Comprehensive Plan, and the absence of critical engineering, environmental, and safety documentation, I respectfully request that the Planning Commission recommend DENIAL of rezoning applications:

- RZ26-01-01 — Pumpkin Center
- RZ26-01-02 — Byrd
- RZ26-01-03 — White Oak

A rezoning of this scale cannot be approved on assumptions, missing studies, or nonbinding concept plans.

Rezoning Project Narrative

Submitted By:

Piedmont DevCo LLC

For

+-420 Acres of Land
Located in Columbia County, Georgia

Rezoning From PUD to D-C

I. PROJECT NARRATIVE FOR PUMPKIN TECHNOLOGY CAMPUS

A. THE SUBJECT PROPERTY AND PROPOSED DEVELOPMENT

Your applicant Piedmont DevCo LLC ("**Applicant**") seeks to rezone approximately 420 acres of unimproved land located in Columbia County, Georgia ("**Property**") from a Planned Unit Development (PUD) to D-C Zoning District to permit development of a data center facility known as Pumpkin Technology Campus. The Property is an assemblage owned by Pumpkin Center Properties, LLLP, R. Lionel Prather, Larry S. Prather, Jr. and Julia D. Prather and is further identified as tax parcel numbers 029 037B, 029 038, 029 057 and 029 036. [1]

The Property is strategically located along I-20 and Appling Harlem Road (Highway 221), minimizing impacts on public facilities, roads and services. The project design aims to preserve the natural topography and vegetation on the Property and minimize land disturbance impacts. A very generous portion of the tract will be left undisturbed in natural timber growth. The existing wetland pond along Wrightsboro Road will also serve as a natural buffer, enhancing both visual screening and the site's environmental value.

The proposed data center campus envisions a discreet yet highly productive development, valued at well over $1 billion dollars. The development will house multiple low-profile buildings encompassed by existing natural timber. The campus will have significant green space and connectivity between the future buildings with privately owned and maintained internal roads. Unlike high intensity mixed use projects under the current PUD zoning which call for mass clearing and grading, clearing and grading of the proposed development will only occur around the building sites, leaving trees along with the proposed buildings and soundproof walls to

[1] Applicant is the contract purchaser of the Property.

ameliorate sound produced by facility operations and buffer existing ambient traffic noise from I-20, Appling Harlem Road and Wrightsboro Road.

The size of the land tract comprising the campus will enable development with significant buffer areas along the property lines and buildings strategically placed in the interior of the Property among trees and other natural buffers. Existing 80-100 foot mature trees will remain intact and be incorporated within the project for additional screening. The project will use appropriate measures to assure that operational noise stays within the permissible limits of the D-C Zoning District. As such, the proposed facility will meet or exceed the sound standards applicable in this district, ensuring that operations remain consistent with permitted industrial activity while avoiding adverse impacts on surrounding properties.

The data center campus will be a secure facility. Primary site access is planned from Appling Harlem Road with direct access from I-20 (Exit 183). Secondary access to the campus is from Wrightsboro Road, but this road will be used as an emergency exit. The future workforce will be between 200 - 300 employees – a number that will not generate noticeable traffic in and out of the campus and resulting in significantly lower traffic volumes than would otherwise result from the residential and commercial uses allowed under the current PUD zoning.

Once approved, construction of the project is expected to occur in phases over the course of several years, with an emphasis on local hiring and collaboration with county authorities to address any concerns. The campus will be dedicated to continuous data center operations, providing secure data storage, high-speed processing, and reliable transmission of digital information. Designed for uninterrupted service, the facility will operate 24 hours a day, seven days a week, year-round. Specific operational details — such as staffing levels, support functions, and specialized requirements — will be determined by the end user based on their unique data center design. On-site personnel could include, but are not limited to, technical specialists, security teams, maintenance crews, and administrative staff, ensuring efficient and secure operations. In sum, the proposed project seeks to transform this site into a modern data center campus while adhering to applicable regulations and minimizing impact to the surrounding community and environment.

B. BENEFITS TO THE COMMUNITY

i. Data Centers Make Good Neighbors And Provide Jobs

The data center campus proposed by Applicant is a much less intense use than what is currently allowed on the Property under the existing PUD zoning. Unlike the uses under the current PUD zoning, the proposed data center campus will have very low impact on community resources such as roads, fire services, schools, police, etc. As noted, the developer will use the size of the tract to strategically position buildings as well as buffers and barriers like trees,

buildings and walls to ameliorate operational sound and I-20 noise. Of course, the developer will work with local public safety officials and governmental authorities as the project proceeds.

Applicant estimates 1500+ construction jobs will be created during the build-out of the project and there will be an emphasis on local hiring. Safety of workers will be a priority during this phase. When the facility becomes operational, it will support approximately 200 - 300 good paying jobs.

ii. Tax Revenue and other Community Benefits

Data centers can contribute millions annually in property taxes, funding schools, public safety, and local services. In addition to real property taxes, equipment has to be purchased and replaced frequently and taxes levied upon data center infrastructure and equipment generates substantial additional income for communities. Other examples of community benefits include:

- Stable, long-term tax base — Data centers typically provide long term consistent tax contributions, offering communities a reliable revenue stream for future planning and capital projects.
- Infrastructure investment — Development often includes major upgrades to power grids, water and sewer infrastructure, road infrastructure, broadband networks and much more.
- Road and transportation improvements — Construction and operations frequently require upgrades to local roadways, intersections, and signage to support safe and efficient access. Once completed, these improvements benefit the broader community and can spur additional development along improved corridors.
- Local Spending Impact: Both construction and operational employees contribute to the local economy by spending at nearby restaurants, retail stores, hotels, and suppliers, further multiplying the economic benefit.
- Economic multiplier effect — Beyond direct and indirect employment, data centers sustain a wide network of vendors, service providers, and suppliers, fueling economic growth well beyond the immediate project footprint.

In addition to the above, Columbia County can also expect the benefit of sales taxes on construction materials and equipment purchases. In short, the proposed project will provide a significant economic development and major boost to the county tax digest, all while providing a development with minimal impact on the community or public services.

C. APPLICANT'S PROPOSAL MEETS THE CRITERIA FOR REZONING THE PROPERTY FROM PUD TO D-C.

1. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

Yes. The Property is strategically located along I-20, Exit 183, and Appling Harlem Road. Existing and emerging commercial developments are across Appling Harlem Road from the subject Property. There are a few property owners located across Wrightsboro Road, approximately 150 feet from the proposed development's property line, but they be over 1,000 feet from the new development. The project will fully comply with all buffer and setback requirements of Columbia County's D-C zoning district. Due to these buffer standards and the preservation of existing mature trees, visibility of the proposed data center from adjacent properties and public rights-of-way will be minimal.

2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.

No. The rezoning will not negatively impact nearby properties. The only property that directly borders the site is zoned R-A; however, it is currently vacant and is unlikely to ever be developed along the shared border due to the presence of extensive stream corridors, wetlands, and floodplain areas. The perimeter of the site is currently heavily forested with mature pine trees which will be kept intact, providing a substantial natural buffer. The nearest proposed building is located more than 800 linear feet from the property line.

Data centers generate very little traffic and onsite activity, making them far less disruptive than typical industrial, commercial, or mixed use residential and commercial projects. With proper site design—such as landscaping and buffering—the facility can blend into the surrounding area without creating noise or congestion.

3. Whether the property to be affected by the zoning proposal cannot or should not be used as currently zoned.

Permitted uses under the current planned unit development (PUD) zoning allow for residential, mixed-use, and commercial development, all of which would generate significant traffic and activity levels. Given the site's location and surrounding road network, such higher intensity uses are not ideal and could create unnecessary congestion. The proposed rezoning better reflects the site's suitability for lower intensity uses such as a data center, which produces minimal traffic and has limited onsite activity.

4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of public facilities or services, including but not limited to, existing streets and transportation facilities, water or sewer utilities, police or fire protection, or schools.

The current zoning (PUD) would cause more of a burdensome use of public facilities than the use sought under the proposed D-C zoning. The PUD proposes two phases – the first being 100 single-family homes, a gas station and 30,000 sf of retail. Phase 2 brings 140 more single-family homes and 50 town homes. These permitted uses under the current PUD zoning would create high traffic congestion and strain on existing streets and transportation facilities, water or sewer utilities, police or fire protection, and schools.

- Traffic - The existing traffic volume at SR 47 and at SR 223 currently show a "system" deficiency as noted in the traffic study provided by ISM, LLC dated May 4, 2020. Their 2025 model "no build" shows 2,344 trips for 24-hour 2 way. This scenario assumes development of 240 single family homes. Phase 1 under the current PUD zoning projects 6,010 trips for 24-hour 2 way (250% increase). Their 2030 model "no build" returned 4,436 trips. Phase 2 was expected to bring 7,646 trips for 24-hour 2 way (172% increase).
    - Based on A&R Engineering's Traffic Study dated October 17, 2025, the proposed zoning is anticipated to produce 1,256 trips which is much less than the 2025 "no build" scenario of the proposed residential development. The adjacent retail development (30,000 sf) will produce more trips in a day (1,496) than the proposed data center campus development.

- Sewer – The proposed uses under the current PUD zoning would produce 75,320 gpd with a peak flow of 131 gpm, while the proposed D-C zoning would only produce 21,000 gpd with a peak flow of 36 gpm.

- Water – The proposed uses under the current PUD zoning would produce 94,150 gpd with a peak flow of 163 gpm, while the proposed D-C zoning would only produce 26,250 gpd with a peak flow of 46 gpm.

- Police /Fire – The proposed use would produce a significantly lower number of calls to police and fire than the current zoning with limited employees and highly monitored and secure buildings. Residential units and retail traditionally have higher police and fire calls due to theft, accidents and disturbances.

- Schools – Any residential development brings more need for schools to accommodate the influx of new families. 140 new single-family homes with 50 townhomes could strain the existing school systems in this area. A proposed data center would provide little to no strain on the school system in terms of the number of students, but will provide substantial revenue for the school system.

5. Whether the zoning proposal is compatible with the purpose and intent of the Vision 2035 Comprehensive Plan.

The proposed rezoning use is fully compatible with the purpose and intent of Columbia County's Vision 2035 Comprehensive Plan. Vision 2035 is rooted in guiding high-quality economic development, particularly by targeting employment sectors that align with the County's strategic vision. This use aligns with the Plan's **Social & Economic Development** goals in creating employment, improving business diversity, and leveraging infrastructure investments oriented toward target industries.

The Plan also emphasizes "preparing for and supporting industries that require broadband and utility infrastructure", a need that the proposed zoning inherently brings and which can catalyze further development. Finally, Vision 2035 highlights the importance of intergovernmental coordination with peers like Fort Gordon and regional entities, ensuring that the project supports regional planning and operational synergies.

6. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

The county has recently adopted the D-C zoning district, reflecting a legislative decision to govern development and construction of a data center in Columbia County. Applicant's proposed project is tailor-made, both in terms of location and development, to fulfill the objectives and goals of the recently adopted D-C zoning district. The subject intersection already includes parcels with previously approved industrial uses, including a data center, demonstrating an existing pattern of compatible development.

7. Whether the proposal reflects a reasonable balance between the promotion of health, safety, and welfare against the right to unrestricted use of property.

The proposed use is a secure, low-intensity use that generates minimal noise, traffic, and environmental impacts, which protects the health and welfare of nearby residents and businesses. Compared with other potential uses under the current zoning, the data center offers fewer public safety risks, reduced strain on infrastructure, and stable long-term tax benefits to the community. This balance ensures that both community interests and property rights are respected.

III. CONCLUSION

For the foregoing reasons, Applicant respectfully requests that the rezoning application as be approved. Applicant also invites and welcomes comments and input from Staff and other County officials. We look forward to the County's support and to bringing an excellent development to the County and its citizens.

CONCEPTUAL MASTER PLAN

PUMPKIN CENTER

COLUMBIA COUNTY | GEORGIA

NOVEMBER 20, 2025

PREPARED FOR

PIEDMONT DEVCO LLC

2523 WHEELER ROAD · SUITE 205
AUGUSTA, GA 30909 · 762.312.4870
WWW.THOMASHUTTON.COM



SITE DATA	
LOCATION	310 APPLING HARLEM ROAD HARLEM, GA 30814
TOTAL SITE AREA	+/- 420 AC
ZONING	
EXISTING ZONING	PUD
PROPOSED ZONING	I2-C
SETBACK REQUIREMENTS	
WRIGHTSBORO RD. FRONT SETBACK	85 FEET
APPLING HARLEM RD. FRONT SETBACK	75 FEET
SIDE SETBACK	50 FEET
LOT REQUIREMENTS	
MIN. LOT AREA	2 AC
MAX. LOT COVERAGE	80%
MIN. LOT FRONTAGE	150 FEET
MIN. LOT WIDTH AT FRONT SETBACK	150 FEET
BUILDING REQUIREMENTS	
MAX. BUILDING HEIGHT	75 FEET
MINIMUM BUFFER REQUIREMENTS	
250-FT BUFFER ON ALL SIDES; 50-FT ALONG INTERSTATE (UNDISTURBED).	
NO BUFFER NEXT TO INDUSTRIAL/DATA CENTER ZONES.	
500-FT BUFFER NEXT TO RESIDENTIAL/AGRICULTURAL AREAS	
PLANTED BERMS PROVIDING FULL VISUAL SCREENING MAY REDUCE BUFFERS TO 250 FT (RESIDENTIAL/AGRICULTURAL) OR 125 FT (OTHER AREAS). NOT ALLOWED ALONG THE INTERSTATE.	
MAXIMUM IMPERVIOUS AREA	
MAX IMPERVIOUS AREA	40%
OPEN SPACE	
MIN. PUD PROPOSED OPEN SPACE	20%
PROVIDED OPEN SPACE	70%
PARKING REQUIREMENTS	
MIN. PARKING SPACE DIMENSIONS (TYP.)	9'W 18'L
TWO-WAY DRIVE AISLE WIDTH	24'
ONE-WAY DRIVE AISLE WIDTH	20'

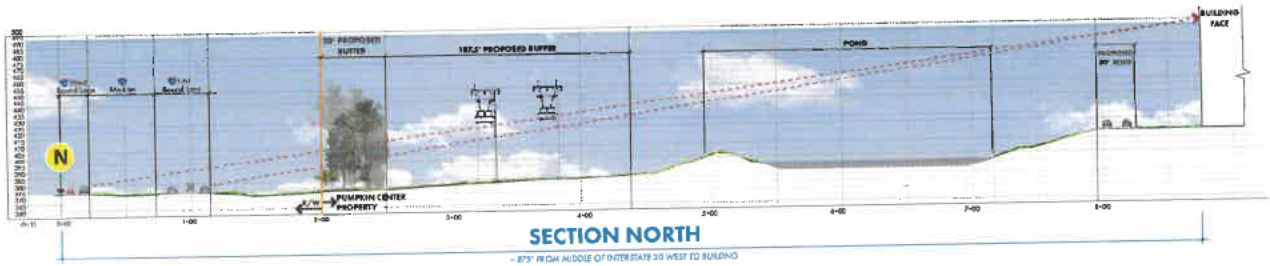
TREE DENSITY TABLE			
SITE AC	REQ. UNITS PER ACRE	TOTAL UNITS NEEDED	TOTAL UNITS PROVIDED
420	15	5,952	5,952

NOTES:

1. Each interior planting area shall contain approved shade trees and be planted at the following rates:
   a. One shade tree and eight shrubs for every 2,000 square feet, or portion thereof, of the total parking lot area, including drives and service areas.
2. Each parking space must be located within 60 feet of a tree measured from the closest point of the parking space to the tree trunk.



SECTION KEY | SECTION NORTH

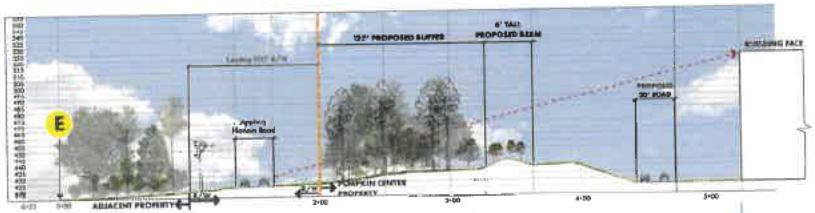


SECTION NORTH

~ 875' FROM MIDDLE OF INTERSTATE 20 WEST TO BUILDING



SECTION KEY | SECTION EAST

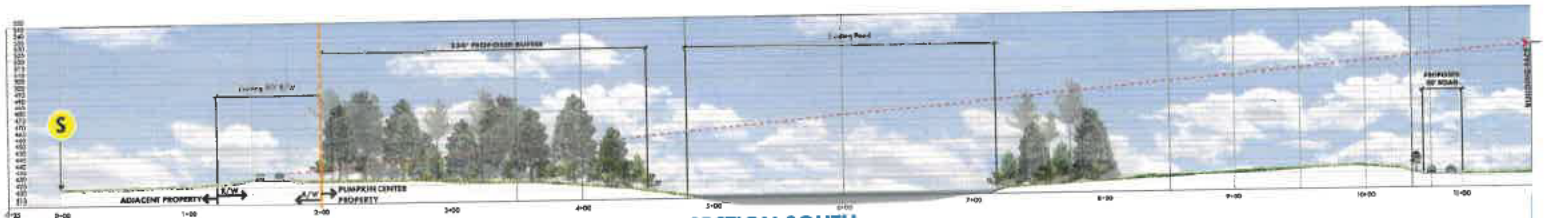


SECTION EAST

~ 223' FROM EAST SIDE OF APPLING HARLEM ROAD TO BUILDING



SECTION KEY | SECTION SOUTH

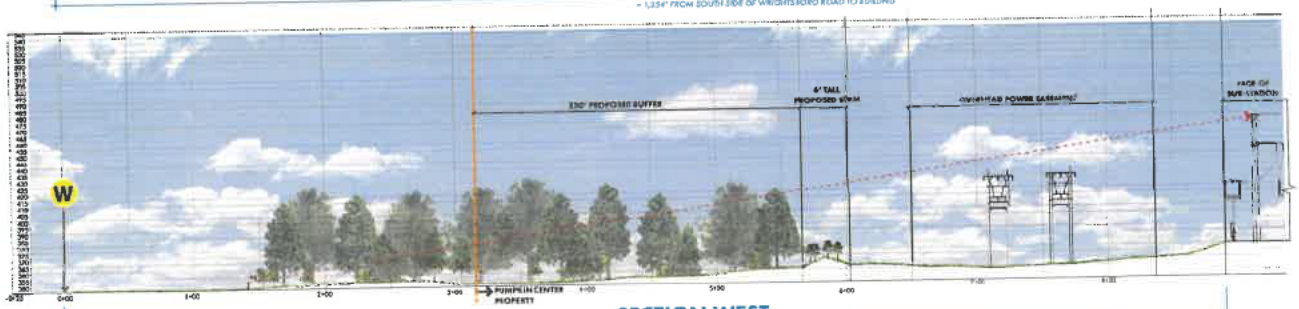


SECTION SOUTH

~ 1,334' FROM SOUTH SIDE OF WRIGHTS STORE ROAD TO BUILDING



SECTION KEY | SECTION WEST



SECTION WEST

~ 880' FROM ADJACENT PROPERTY WEST OF THE SITE TO SUB-STATION

LINE OF SIGHT DIAGRAMS

PUMPKIN DATA CENTER

COLUMBIA COUNTY | GEORGIA

DECEMBER 2025

PREPARED BY:

THOMAS HUTTON

3633 WHEELER ROAD • SUITE 385
AUGUSTA, GA 30909 • 762.212.4870
WWW.THOMASANDHUTTON.COM

This map illustrates a general plan of the development which is for discussion purposes only, does not bind or bind the owner/developer, and is subject to change and revision without prior written notice to the holder. Dimensions, boundaries and position locations are for illustrative purposes only and are subject to an accurate survey and property description.

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Mobile Health Diagnostics
Your OSHA Compliance Partner

ENVIRONMENTAL NOISE LEVEL SURVEY

Prepared for:

Piedmont DevCo

6423 Wrightsboro Rd
Harlem, GA 30814

December 6, 2025

This document has been prepared by Mobile Health Diagnostics. The material and data in this report were prepared under the supervision and direction of the undersigned.



Troy Bouman, PhD
Acoustical Engineer

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Acronyms

dB	Decibel reference 20uPa
dBZ	Unweighted decibel
dBA	A-weight decibel. A-weighting reflects how humans perceive sound.
SLM	Sound level meter
SPL	Sound pressure level

1. Introduction

Mobile Health Diagnostics was contracted to perform environmental noise level testing at a potential future data center location for Piedmont DevCo. The site, aka Pumpkin Center Site, is located at 6423 Wrightsboro Rd Harlem, GA 30814. The goal of this testing was to understand the current ambient acoustic levels of the potential site. The Columbia County noise ordinance does not specify a dB limit, but defines noise more generally:

Noise. It shall be unlawful for any person to make, create or maintain any excessive, unnecessary, unnatural or unusually loud noise which is prolonged, unusual and unnatural in its time, place and manner, and is a detriment to the public health, comfort, convenience, safety, welfare and prosperity of the residents of the county.
a. Standards for determining violation. Subject to the prohibitions set forth in subsection (6)b. of this section, the standards which shall be considered in determining whether a violation of this section exists shall include, but not be limited to, the following:
1. The volume of the noise.
2. The intensity of the noise.
3. Whether the nature of the noise is usual or unusual.
4. Whether the origin of the noise is natural or unnatural.
5. The volume and intensity of the background noise, if any.
6. The proximity of the noise to residential sleeping facilities.
7. The nature and zoning of the area within which the noise emanates.
8. The density of inhabitation of the area within which the noise emanates.
9. The time of day or night the noise occurs.
10. The duration of the noise.
11. Whether the noise is recurrent, intermittent or constant.
12. Whether the noise is produced by a commercial or noncommercial activity.
[1]

The testing was conducted on Sept 30, 2025

2. Methodology

A sound level meter (SLM) was placed on a tripod and roamed around the properties. The measurement locations are shown in Table 1 & Figure 1.

Table 1: Description of test point locations

ENVIRONMENTAL NOISE SURVEY PLOTTING TABLE and NOTES			
Point	**Start Time**	**End Time**	**Notes**
1	8:45	9:45	Interstate-20 Eastbound Off Ramp (Exit 183 - Harlem/Appling)
2	9:48	10:48	US-221 South (at Traffic Circle)
3	10:52	11:52	US-221 South (at Pump Station)
4	11:55	12:55	US-221 South (just past gated entry to Log Cabin)
5	13:04	14:04	State Route 223 West/Wrightsboro Road (at the gated entry to the work area)
6	14:10	15:10	State Route 223 West/Wrightsboro Road (at the gated entry to the power lines)
7	15:21	16:21	Near the center of the property (in front of large wood pile to be burned)

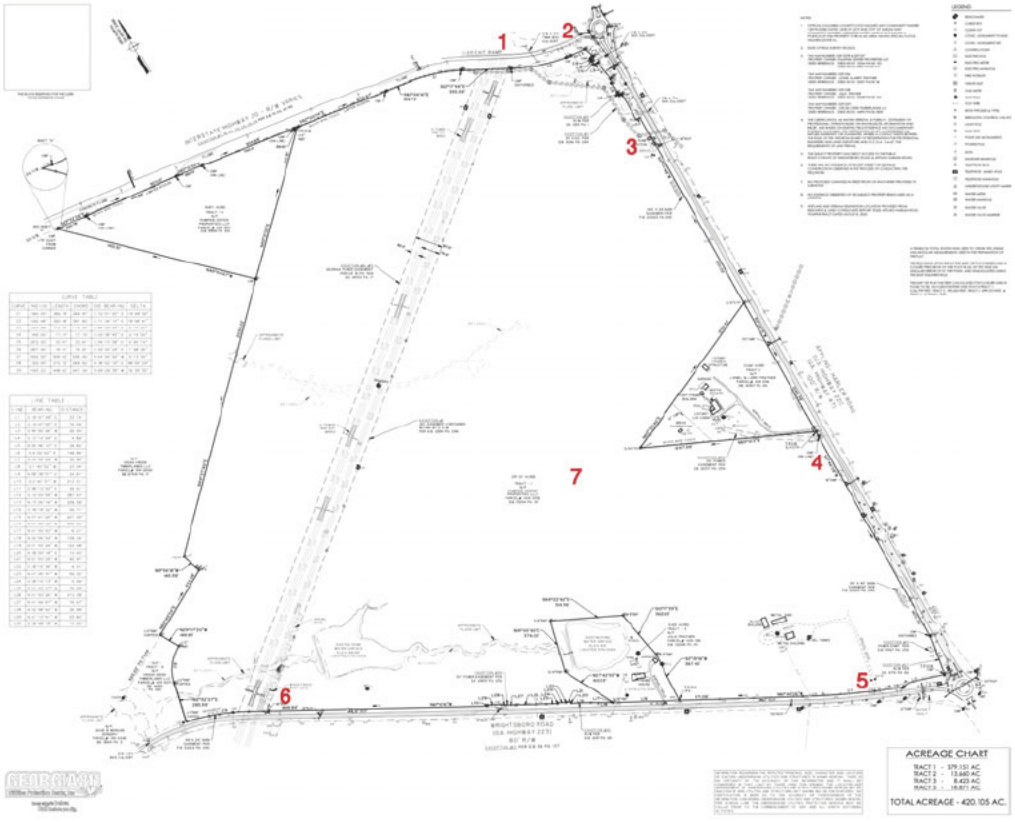


Figure 1: Map showing data collection points

Sound was recorded in 1 hour periods from 9am-4pm. From that data, Unweighted and A-weighted average levels were computed (i.e. LZeq & LAeq). Additionally, the A-weighted 1/3 octave band levels were recorded. The measurements were made using a Quest Sound Pro sound level meter, SN BIX 100002 set to slow response. The sound level meter was calibrated before and after each testing day using a 3M AC300 calibrator,

SN AC300017415, and were within 0.5dB between each calibration. The calibration certificates for the equipment can be found in Appendix A. The weather on testing day was 75F, 84% humidity, and 30.03 inHg pressure.

3. Results

The results from the testing are shown in Table 2. The overall human perceived levels (i.e. LAeq) were loudest at location 4 at ~ 75dBA. This location is the midpoint of US221 where the current infrastructure and development has started by the log cabin. The quietest locations were near points 2-3 & 5-7 at ~66 dBA. The background level at the midpoint of the property (point 7) was 65 dBA. The MHD safety responder noted the only noise he heard was road noise for all points. The 1/3 octave band levels for each way point are given in Appendix B for future reference.

Table 2: Results from testing at each waypoint.

Point	LAeq (dBA)	LZeq (dBZ)	Testing Notes
1	72.7	81.2	Interstate-20 Eastbound Off Ramp (Exit 183 -
2	67.2	81.2	US-221 South (at Traffic Circle)
3	67.1	76.8	US-221 South (at Pump Station)
4	75.4	91.4	US-221 South (just past gated entry to Log Cabin)
5	67.1	75.6	State Route 223 West/Wrightsboro Road (at the
6	65.6	80.4	State Route 223 West/Wrightsboro Road (at the
7	65.5	92.3	Near the center of the property (in front of large

Figure 2 shows examples of dBA levels for reference.

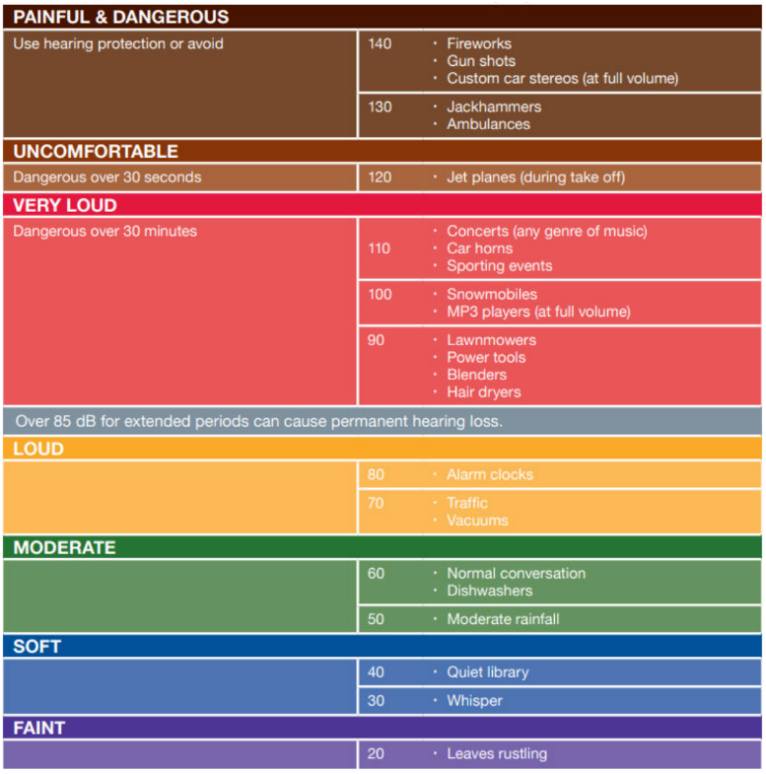


Figure 2: Reference dBA examples [2]

4. Conclusions

Acoustic data were acquired a potential future data center location for Piedmont DevCo. The site, aka Pumpkin Center Site, is located at 6423 Wrightsboro Rd Harlem, GA 30814. The results showed the acoustic background level was ~65 dBA with levels by the highway increasing up to 75 dBA. Subjective impressions noted only road noise in the environment. If the proposed project is near or below these overall levels at the property lines, the project will likely not be a nuisance as vaguely defined by The County ordinance.

5. References

[1] Columbia County, GA Noise Ordinance
https://library.municode.com/ga/columbia_county/codes/code_of_ordinances?nodeId=PTIICOOR_CH34EN_ARTIINU
[2] dBA Examples Chart
https://decibelpro.app/blog/decibel-chart-of-common-sound-sources/#2

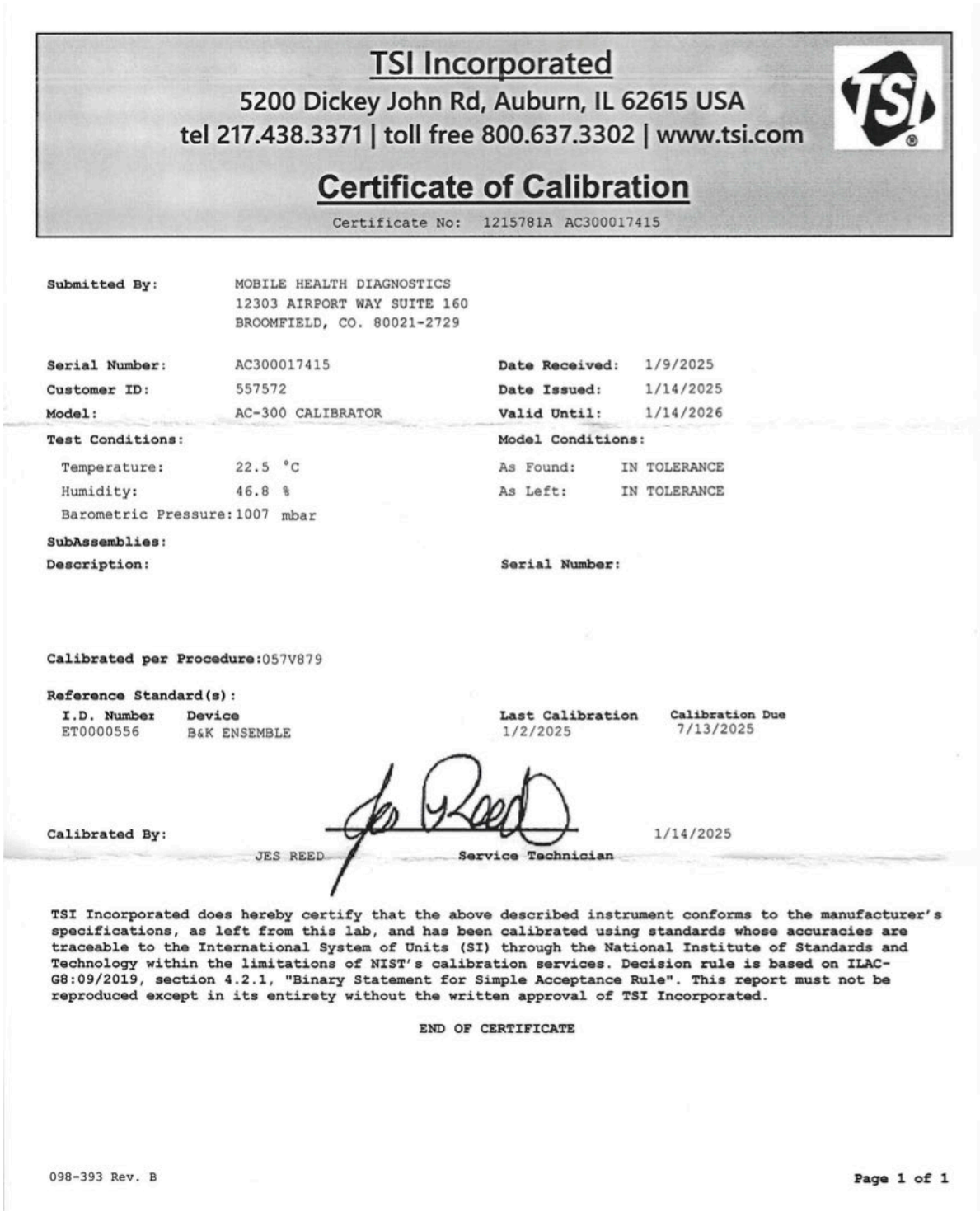
6. LIMITATIONS

The services described in this work product were performed in accordance with generally accepted professional consulting principles and practices. No other representations or warranties, expressed or implied, are made. These services were performed consistent with our agreement with our client. This work product is intended solely for the use and information of our client unless otherwise noted. Any reliance on this work product by a third party is at such party's sole risk.

Opinions and recommendations contained in this work product are based on conditions that existed at the time the services were performed and are intended only for the client, purposes, positions, time frames, and project parameters indicated. The data reported and the findings, observations, and conclusions expressed are limited by the scope of work. We are not responsible for the impacts of any changes in environmental standards, practices, or regulations subsequent to performance of services. We do not warrant the accuracy of information supplied by others, or the use of segregated portions of this work product.

This work product presents professional opinions and findings of a scientific and technical nature. The work product shall not be construed to offer legal opinion or representations as to the requirements of, nor the compliance with, environmental laws rules, regulations, or federal, state or local regulations.

Appendix A – Calibration Certificates



TSI Incorporated
5200 Dickey John Rd, Auburn, IL 62615 USA
tel 217.438.3371 | toll free 800.637.3302 | www.tsi.com

Certificate of Calibration

Certificate No: 1215781A AC300017415

Submitted By: MOBILE HEALTH DIAGNOSTICS
12303 AIRPORT WAY SUITE 160
BROOMFIELD, CO. 80021-2729

Serial Number:	AC300017415	**Date Received:**	1/9/2025
Customer ID:	557572	**Date Issued:**	1/14/2025
Model:	AC-300 CALIBRATOR	**Valid Until:**	1/14/2026

Test Conditions:

Temperature:	22.5 °C
Humidity:	46.8 %
Barometric Pressure:	1007 mbar

Model Conditions:

As Found:	IN TOLERANCE
As Left:	IN TOLERANCE

SubAssemblies:

Description:	Serial Number:

Calibrated per Procedure: 057V879

Reference Standard(s):

I.D. Number	Device	Last Calibration	Calibration Due
ET0000556	B&K ENSEMBLE	1/2/2025	7/13/2025

Calibrated By: JES REED — **Service Technician** — 1/14/2025

TSI Incorporated does hereby certify that the above described instrument conforms to the manufacturer's specifications, as left from this lab, and has been calibrated using standards whose accuracies are traceable to the International System of Units (SI) through the National Institute of Standards and Technology within the limitations of NIST's calibration services. Decision rule is based on ILAC-G8:09/2019, section 4.2.1, "Binary Statement for Simple Acceptance Rule". This report must not be reproduced except in its entirety without the written approval of TSI Incorporated.

END OF CERTIFICATE

098-393 Rev. B

Page 1 of 1

A1-1: Calibration certification for the calibrator

TSI INCORPORATED - OCONOMOWOC
1060 Corporate Center Drive, Oconomowoc, WI 53066-4828 USA
tel 651 490 2811 • toll free 800 245 0779 • web www.tsi.com

An ISO 9001 Registered Company

Certificate of Calibration

Certificate Number: 2310110143BIX100002

Model: SoundPro SP DL-2-1/3
S/N: BIX100002

Date Issued: 11 Oct 2024

On this day of manufacture and calibration, TSI certifies that the above listed product meets or exceeds the performance requirements of the following acoustic standard(s):

ANSI S1.4 1983 (R 2006) - Specification for Sound Level Meters / Type 2
ANSI S1.43 1997 (R 2007) - Specification for Integrating - Averaging Sound Level Meters / Type 2
IEC 61672-1 (2002) - Electro acoustics – Sound Level Meters – Part 1: Specifications / Class 2

Test Conditions: Temp: 18-25°C Humidity: 20-80% R.H. Barometric Pressure: 950-1050 mBar
Test Procedure: S053-899

Subassemblies:

QE7052	54834
SPro Preamp	08231294

Reference Standard(s):

Device	Ref Standard Cal Due	Uncertainty - Estimated at 95% Confidence Level (k=2)
B&K Ensemble	07 Jan 2024	+/- 0.19dB Acoustic
Fluke 45	17 Feb 2024	+/- 1.4% AC Voltage, +/-0.1% DC Voltage

Calibrated By: Michele Hust - Assembler

In order to maintain best instrument performance over time, and in the event of inspection, audit or litigation, we recommend the instrument be recalibrated annually. Any number of factors may cause the calibration to drift before the recommended interval has expired. See user manual for more information.

All equipment used in the test and calibration of this instrument is traceable to NIST, and applies only to the unit identified above. This report must not be reproduced, except in its entirety, without the written approval of TSI, Inc.

A1-2: Calibration certificate for the sound level meter

Appendix B – 1/3 Octave A weighted data

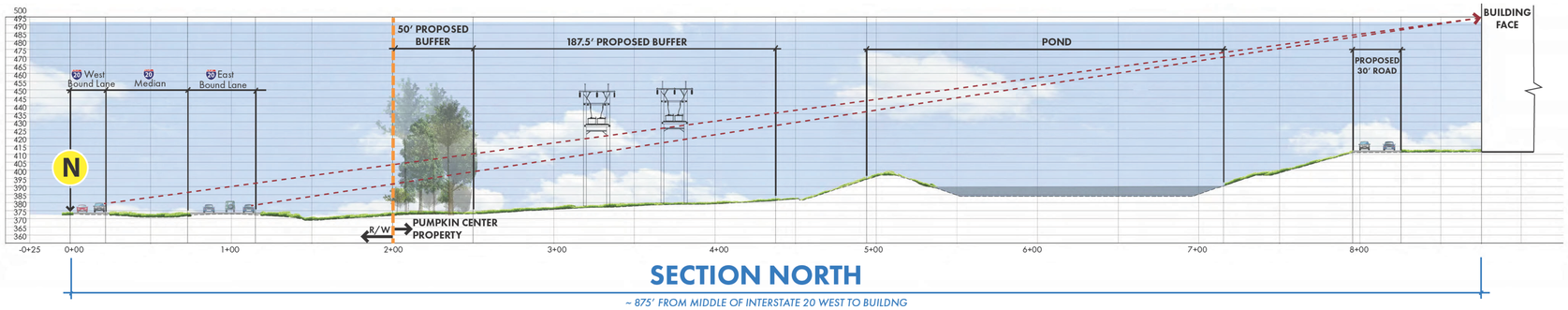
1/1 LAeq	WP 1	WP 2	WP 3	WP 4	WP 5	WP 6	WP 7
12.5 Hz	25.20	25.20	25.20	25.70	25.20	25.20	26.10
16 Hz	25.20	25.20	25.20	28.90	25.20	25.20	27.00
20 Hz	25.60	25.30	25.20	33.00	25.30	26.30	29.00
25 Hz	28.80	28.40	28.20	31.30	28.80	32.10	34.20
31.5 Hz	29.90	29.00	28.30	33.10	28.20	28.40	42.40
40 Hz	33.80	31.30	29.50	36.00	28.90	29.40	45.10
50 Hz	38.40	36.30	33.50	38.70	32.50	33.60	44.60
63 Hz	44.20	41.50	38.40	43.60	35.40	36.10	46.30
80 Hz	48.50	45.60	43.30	46.20	44.20	40.30	52.70
100 Hz	50.70	46.60	47.70	48.40	39.70	41.70	51.80
125 Hz	54.50	49.20	46.60	51.20	48.20	43.60	52.20
160 Hz	55.80	51.00	48.60	54.20	48.80	43.70	50.40
200 Hz	57.50	51.60	50.60	54.90	48.40	45.50	52.30
250 Hz	57.20	51.70	52.20	58.00	49.70	47.90	54.00
315 Hz	57.60	53.60	55.20	60.30	49.10	51.00	56.00
400 Hz	58.60	55.10	56.30	61.80	50.90	53.40	53.70
500 Hz	60.10	59.20	55.50	63.00	52.10	53.00	54.80
630 Hz	60.90	56.70	56.80	65.50	55.40	55.60	54.30
800 Hz	62.60	57.60	56.90	66.80	58.40	57.90	55.20
1.00 kHz	64.10	58.10	57.50	66.60	59.90	57.60	55.40
1.25 kHz	64.00	56.70	57.70	66.30	59.30	56.50	51.90
1.60 kHz	63.70	55.70	56.90	65.90	57.90	55.70	51.40
2.00 kHz	62.30	53.40	54.90	64.20	55.50	53.30	49.00
2.50 kHz	59.80	52.10	53.70	62.00	53.40	50.60	47.40
3.15 kHz	56.60	51.30	52.40	60.80	52.20	50.70	49.90
4.00 kHz	53.70	50.50	51.30	58.50	51.00	50.00	49.60
5.00 kHz	51.60	49.90	50.30	56.50	50.20	49.60	50.40
6.30 kHz	52.40	52.90	52.40	55.30	52.50	52.30	52.40
8.00 kHz	52.30	52.30	52.40	54.20	52.30	52.30	52.20
10.00 kHz	52.30	52.30	52.30	53.30	52.20	52.20	52.20
12.50 kHz	55.20	55.40	55.30	55.50	54.80	50.00	55.20
16.00 kHz	55.20	55.20	55.20	55.30	51.00	42.00	55.20
20.00 kHz	55.20	55.20	55.20	55.30	55.20	30.20	55.20

B1-1: 1/3 octave A-weighted (i.e. LAeq) data for each way point.



SECTION KEY | SECTION NORTH

Note: Section Key Map is for reference only; ponds may not reflect current configuration (typical all key maps).



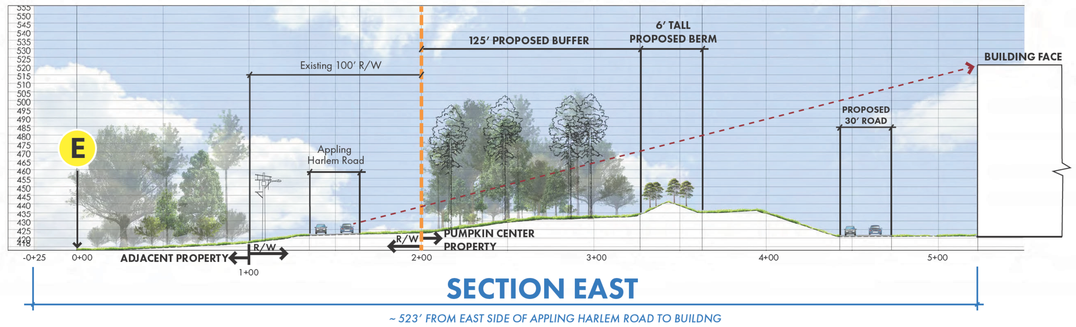
SECTION NORTH

~ 875' FROM MIDDLE OF INTERSTATE 20 WEST TO BUILDNG



SECTION KEY | SECTION EAST

Note: Section Key Map is for reference only; ponds may not reflect current configuration (typical all key maps).



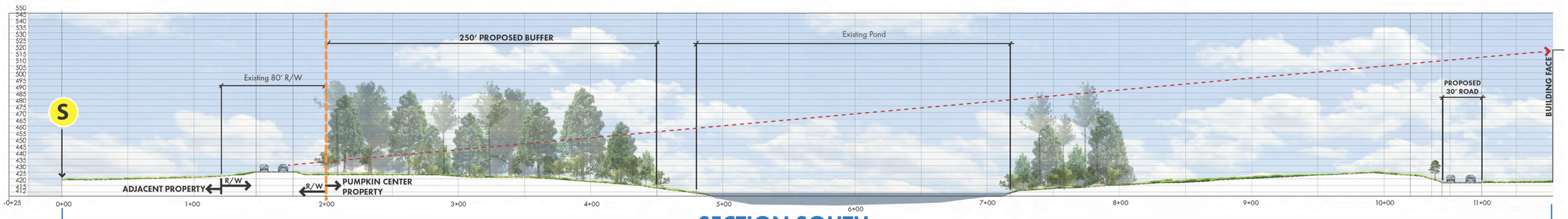
SECTION EAST

~ 523' FROM EAST SIDE OF APPLING HARLEM ROAD TO BUILDNG



SECTION KEY | SECTION SOUTH

Note: Section Key Map is for reference only; ponds may not reflect current configuration (typical all key maps).



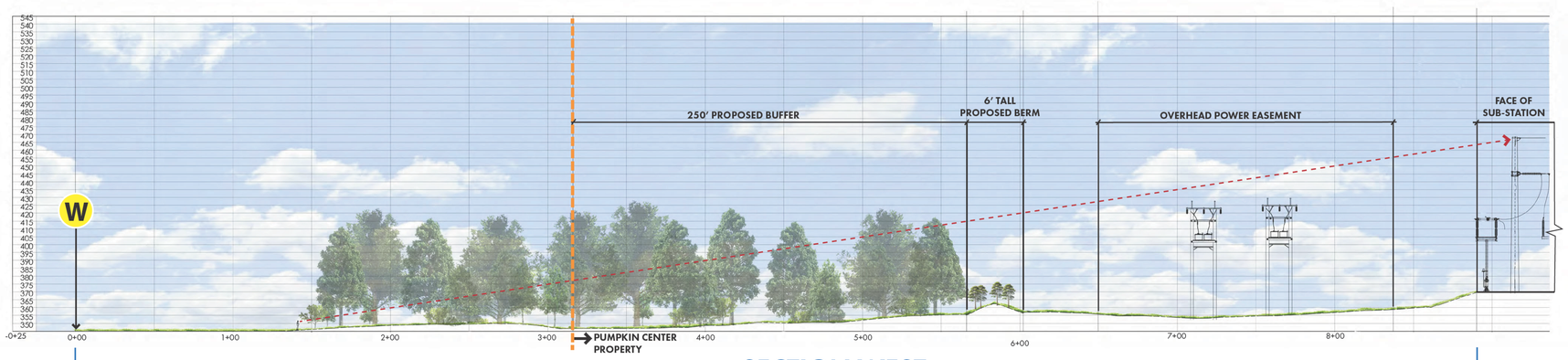
SECTION SOUTH

~ 1,254' FROM SOUTH SIDE OF WRIGHTSBORO ROAD TO BUILDNG



SECTION KEY | SECTION WEST

Note: Section Key Map is for reference only; ponds may not reflect current configuration (typical all key maps).



SECTION WEST

~ 880' FROM ADJACENT PROPERTY WEST OF THE SITE TO SUB-STATION

LINE OF SIGHT DIAGRAMS

PUMPKIN DATA CENTER

COLUMBIA COUNTY | GEORGIA

DECEMBER 2025

PREPARED BY:

THOMAS & HUTTON

3633 WHEELER ROAD • SUITE 385
AUGUSTA, GA 3633 • 762.212.4870
WWW.THOMASANDHUTTON.COM

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Office Use Only
Date Received: 12.5.25
Public Hearing Date:
File #
BOC Meeting Date:
Commission District:

ZONING APPLICATION

COLUMBIA COUNTY, GEORGIA

PLEASE SELECTION ONE

Type of Application: ☑ Rezoning ☐ Plan Revision ☐ Variance ☐ Variation ☐ Conditional Use

Date of Application: DEC. 5, 2025

Rezoning: The undersigned requests that the property described be rezoned from PUD to D-C.

Plan Revision[1]**:** The undersigned requests a revision to the current _____ zoning.

Variance[2]**:** The undersigned requests a variance to Section _____ of the Columbia County Code of Ordinances.

Variation[3]**:** The undersigned requests a variation to Section _____ of the Columbia County Code of Ordinances.

NOTE: Please see footnotes on the backside of this sheet.

PROPERTY INFORMATION:

Tax Map # _____ Parcel # _____ Address: SEE ATTACHED SUPPLEMENTS
(For multiple properties, please use a separate sheet of paper.) Road Frontage: _____ feet on the North / South / East / West (circle one) side of _____. Property area is approximately _____ acres and is located _____ feet from the intersection of _____. The attached plat for the property was prepared by _____ and dated _____

PROPOSED USE (for rezoning):
If approved, the property will be used for the following purpose(s):
DATA CENTERS - SEE ATTACHED NARRATIVE

OWNERSHIP AND APPLICANT INFORMATION:

OWNER: PUMPKIN CENTER PROPERTIES, LLLP
ADDRESS: 148 COOPER DR.
CITY: AUGUSTA STATE: GA ZIP: 30907
PHONE #: [redacted]
Email (or) F[redacted]

APPLICANT: PIEDMONT DEVCO, LLC
ADDRESS: 712 MAIN ST, SUITE 3100
CITY: HOUSTON STATE: TX ZIP: 77002
PHONE#: [redacted]
Email (or) Fax: [redacted]

DISCLOSURE
Does any local government official or member of their family have a financial interest in the property, or has the applicant made campaign contributions in the aggregate of $250 or more within the past two years to any local government official? (Yes or No). **If yes, a full written disclosure must be submitted with this application.**

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

Owner's Signature
Robert Lionel Prather
Printed Name

Applicant's Signature
AARON W. BILYEU
Printed Name

Subscribed and sworn to before me on 18th day of November 20 25.
By: Stephanie Williams Notary Public

Please return original notarized application with all supporting documentation and fees, to the Columbia County Planning Department, P.O. Box 498, Evans, GA 30809. Refer to *Fee Schedule*.

R:drive: Planning and Development/Forms Zoning and Variance Application

STEPHANIE L. WILLIAMS
NOTARY PUBLIC
McDuffie County
State of Georgia
My Comm. Expires September 17, 2027

Revised 061417

Date Received: _____
Public Hearing Date: _____
File # _____

ZONING APPLICATION

COLUMBIA COUNTY, GEORGIA

ADDITIONAL OWNERSHIP INFORMATION:

OWNER: R. LIONEL PRATHER
ADDRESS: 148 COOPER DR.
CITY: AUGUSTA STATE: GA ZIP: 30907
PHONE #: [redacted]
Email (or) Fa[redacted]

OWNER: _____
ADDRESS: _____
CITY: _____ STATE: ____ ZIP: _____
PHONE#: _____
Email (or) Fax: _____

DISCLOSURE
Does any local government official or member of their family have a financial interest in the property, or has the applicant made campaign contributions in the aggregate of $250 or more within the past two years to any local government official?_ (Yes or No). **If yes, a full written disclosure must be submitted with this application.**

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

[signature]
Owner's Signature

Robert Lionel Prather
Printed Name

_____
Owner's Signature

_____
Printed Name

Subscribed and sworn to before me on 18th day of November 2025

By: Stephanie L. Williams
Notary Public

STEPHANIE L. WILLIAMS
NOTARY PUBLIC
McDuffie County
State of Georgia
My Comm. Expires September 17, 2027

ADDITIONAL OWNERSHIP INFORMATION:

OWNER: LARRY S. PRATHER, JR.
ADDRESS: 148 COOPER DR.
CITY: AUGUSTA STATE: GA ZIP: 30907
PHONE #: _____
Email (or) Fax: _____

OWNER: _____
ADDRESS: _____
CITY: _____ STATE: ____ ZIP: _____
PHONE#: _____
Email (or) Fax: _____

DISCLOSURE
Does any local government official or member of their family have a financial interest in the property, or has the applicant made campaign contributions in the aggregate of $250 or more within the past two years to any local government official?_ (Yes or No). **If yes, a full written disclosure must be submitted with this application.**

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

[signature]
Owner's Signature

Larry S. Prather JR.
Printed Name

_____
Owner's Signature

_____
Printed Name

Subscribed and sworn to before me on 18th day of November 2025.

By: Stephanie L. Williams
Notary Public

STEPHANIE L. WILLIAMS
NOTARY PUBLIC
McDuffie County
State of Georgia
My Comm. Expires September 17, 2027

R:drive: Planning and Development/Forms Zoning and Variance Application
Additional Ownership
Revised 2011

Date Received: _____
Public Hearing Date: _____
File # _____

ZONING APPLICATION

COLUMBIA COUNTY, GEORGIA

ADDITIONAL OWNERSHIP INFORMATION:

OWNER: JULIA D. PRATHER
ADDRESS: P.O. BOX 774
CITY: HARLEM STATE: GA ZIP: 30814
PHONE #: _____
Email (or) Fax: _____

OWNER: _____
ADDRESS: _____
CITY: _____ STATE: ____ ZIP: _____
PHONE#: _____
Email (or) Fax: _____

DISCLOSURE

Does any local government official or member of their family have a financial interest in the property, or has the applicant made campaign contributions in the aggregate of $250 or more within the past two years to any local government official? (Yes or No). **If yes, a full written disclosure must be submitted with this application.**

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

Julia D. Prather
Owner's Signature

JULIA D. PRATHER
Printed Name

_____
Owner's Signature

_____
Printed Name

Subscribed and sworn to before me on 18th day of [illegible] 20 25

By: Stephanie L. Williams
Notary Public

STEPHANIE L. WILLIAMS
NOTARY PUBLIC
McDuffie County
State of Georgia
My Comm. Expires September 17, 2027

ADDITIONAL OWNERSHIP INFORMATION:

OWNER: _____
ADDRESS: _____
CITY: _____ STATE: ____ ZIP: _____
PHONE #: _____
Email (or) Fax: _____

OWNER: _____
ADDRESS: _____
CITY: _____ STATE: ____ ZIP: _____
PHONE#: _____
Email (or) Fax: _____

DISCLOSURE

Does any local government official or member of their family have a financial interest in the property, or has the applicant made campaign contributions in the aggregate of $250 or more within the past two years to any local government official? (Yes or No). **If yes, a full written disclosure must be submitted with this application.**

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

_____
Owner's Signature

_____
Printed Name

_____
Owner's Signature

_____
Printed Name

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

By: _____
Notary Public

R:drive: Planning and Development/Forms Zoning and Variance Application
Additional Ownership

Revised 2011

Zoning Application – Supplement

Julia Dunaway Prather

Property Information:

Tax Map and Parcel Nos:

1.	Parcel 029 038	8.42 acres	Julia Dunaway Prather

Disclosure:

The owner has made the following campaign contributions:

None.

Zoning Application – Supplement

Pumpkin Center Properties, LLLP

Property Information:

Tax Map and Parcel Nos:

1.	Parcel 029 037B	479.70 acres	Pumpkin Center Properties, LLLP

Disclosure:

Pumpkin Center Properties, LLLP's partners have made the following campaign contributions:

1.	R. Lionel Prather	$1000 to Alison Couch in 2025
2.	Larry S. Prather, Jr.	$500 to Alison Couch in 2025

Zoning Application – Supplement

R. Lionel Prather and Larry S. Prather, Jr.

Property Information:

Tax Map and Parcel Nos:

1. Parcel 029 036 13.65 acres R. Lionel Prather and Larry S. Prather, Jr.

Disclosure:

The owners have made the following campaign contributions:

1.	R. Lionel Prather	$1000 to Alison Couch in 2025
2.	Larry S. Prather, Jr.	$500 to Alison Couch in 2025

CLERK OF SUPERIOR COURT
COLUMBIA COUNTY, GEORGIA
FILED IN OFFICE

2015 MAY 29 AM 10: 10

BOOK 9856 PAGE 314-318
CINDY MASON, CLERK

PT61-036201500 3100

Recorded 05/29/2015 10:10AM
Georgia Transfer Tax Paid : $0.00
CINDY MASON
Clerk Superior Court, Columbia County
B 09856 P 0314-0318

Deed
Doc: WD

RETURN TO:
John I. Harper
Post Office Box 40013
Augusta, GA 30909-3783

STATE OF GEORGIA)
)
COUNTY OF COLUMBIA)

WARRANTY DEED
(Title Not Examined)

THIS INDENTURE, made this 26th day of May, 2015, between LARRY S. PRATHER, SR., a/k/a LARRY S. PRATHER, of Columbia County, Georgia, as Grantor, and PUMPKIN CENTER PROPERTIES, LLLP, a Georgia limited liability partnership with its principal place of business in Columbia County, Georgia, as Grantee;

WITNESSETH:

That the Grantor, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, cash in hand, paid by the Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, release, convey and confirm unto the Grantee, its successors and assigns, the following described property, to-wit:

TRACT ONE

All that lot or parcel of land with improvements thereon, situate, lying and being in the State of Georgia, County of Columbia, being known and designated as Tract "A", containing 19.22 acres, Tract "B", containing 322.55 acres and Tract "C", containing 18.90 acres being more particularly shown on a plat prepared by Robert L. Herrington, Jr. under date April 2, 1996 and recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia in PC "C", Slide 57 #9; reference is hereby made to said plat for a more complete and accurate description as to metes, bounds and location of said property.

This property is conveyed subject to any restrictions and to any easements of record in said clerk's office.

This is the same property conveyed to Larry S. Prather, Sr. by Deed dated April 15, 1996, recorded in said Clerk's Office in Deed Book 1685, Page 339.

Map and Parcel No.: 029 057

TRACT TWO

ALL THAT LOT OR PARCEL OF LAND, together with all buildings and improvements thereon, situate, lying and being in the State of Georgia, County of Columbia, containing 276.22 acres and being more particularly described by Plat of Survey thereof prepared by John M. Harriss, R.L.S. No. 1769, dated August 31, 1976, a copy of which is recorded in the Office of the Clerk of Superior Court of Columbia County, Georgia, in PC-AA, Slide 22 No. 10. Reference is hereby made to said plat for a more complete and accurate description as to metes, bounds and location of said property.

Said property is conveyed subject to any and all applicable easements, restrictions and covenants recorded in aforesaid clerk's office.

This is the same property conveyed to Larry S. Prather, Sr. by Deed dated January 3, 2007, recorded in said Clerk's Office in Deed Book 5847, Page 48.

Map and Parcel No.: 030 083

[CONTINUED ON PAGE 3]

TRACT THREE

ALL that tract or parcel of land, situate, lying and being in the County of Columbia, State of Georgia, containing 68.041 acres, and beginning at a point on the Southwest corner of the intersection of Old Harlem Road Number 105 and Interstate Highway No. 20 and ruanning from said point North 81 degrees 48 minutes West a distance of 2,941.75 feet to a point and running from said point North 87 degrees 4 minutes West a distance of 163.80 feet to a point and running from said point South 85 degrees 50 minutes West for a distance of 646.80 feet to a point and running from said point South 34 degrees 14 minutes East for a distance of 1,888.80 feet to a point and from said point running North 68 degrees 22 minutes East for a distance of 332.82 feet to a point and running from said point North 69 degrees 05 minutes East for a distance of 383.7 feet to a point and running from said point North 67 degrees 40 minutes East for a distance of 269.20 feet to a point and running from said point North 67 degrees 00 minutes East for a distance of 98.26 feet to a point and running from said point North 69 degrees 00 minutes East for a distance of 257.12 feet to a point and from said point running North 68 degrees 43 minutes East for a distance of 299 feet to a point and from said point running North 67 degrees 33 minutes East for a distance of 334.13 feet to a point and running from said point North 70 degrees 59 minutes East for a distance of 200 feet to a point and running from said point North 24 degrees 58 minutes West a distance of 291.50 feet to a point and running from said point North 85 degrees 15 minutes East for a distance of 760.70 feet to a point on the western right-of-way of Old Harlem Road Number 105 and running from said point in a northerly direction along the westernmost right-of-way of Old Harlem Road 51.35 feet to the point of beginning. Said tract is more particularly described as Parcel "B" on a certain plat of land of Dan Michael Herlong prepared by C. Ashley Able dated February 19, 1974, revised October 4, 1974, and recorded in the Office of the Clerk of Superior Court of Columbia County, Georgia on January 29, 1975, in Plat Book 5, page 19, which plat is incorporated herein by reference. SAID PLAT TRANSFERRED TO PC AAA, SLIDE 322 #6.

ALSO ALL that tract or parcel of land, lying and being in Columbia County, Georgia containing 0.452 acres and being more particularly described as follows: Beginning at the intersection of the eastern right-of way of U. S. Highway 221 with the Southern right-of-way of Interstate 20; thence South 2 degrees 19 minutes West along the eastern right-of-way of U. S. Highway 221, a distance of 200.0 feet to a point which point is the point of beginning; thence South 87 degrees 41 minutes East, a distance of 375.03 feet to a point; thence South 32 degrees 49 minutes East a distance of 61.28 feet to an iron pin; thence North 87 degrees 41 minutes West a distance of 410.46 feet to an iron pin on the eastern right-of-way of U. S. Highway 221; thence North 2 degrees 19 minutes East, a distance of 50.0 feet to a point which is the point of beginning. Said tract is more particularly described as Parcel "A" on a certain plat of land of Dan Michael Herlong prepared by C. Ashley Able dated February 19, 1974, revised October 4, 1974, and recorded in the Office of the Clerk of Superior Court of Columbia County, Georgia on January 29, 1975, at Plat Book 5, page 19, which plat is incorporated herein by reference. Said tract is that same parcel conveyed by Deed of Standard Oil Company dated December 3, 1974, recorded in said Clerk's Office at Deed Book 160, pages 751-753, which reserves an easement for ingress and egress unto Standard Oil Company and requires construction of a 30 foot driveway by owners on or before December 3, 1994, subject to reversion.

This is the same property conveyed to Larry S. Prather by Deed dated November 20, 1987, recorded in said Clerk's Office in Deed Book 630, Pages 81-82.

Map and Parcel No.: 029 034

https://search.gsccca.org/Imaging/HTML5Viewer.aspx?id=66221131&key1=9856&key2=314&county=36&countyname=COLUMBIA&userid=46657&ap... 3/5

TRACT FOUR

A ONE-THIRD UNDIVIDED INTEREST IN:

ALL that tract or parcel of land with improvements thereon, situate, lying and being in the State of Georgia, County of Columbia, containing 550.25 acres, more or less, and being located about five miles in a northerly direction from the town of Harlem, and on both sides of State Highway # 47 and bounded as follows: on the Northwest by lands of J. L. Weeks and E. D. Clary, Northeast by lands of Roy Smith, Freeman, Lonnington, Verdery Estate, and Billy Jones; on the Southeast by lands of Freeman, Lonnington, Verdery Estate and John Lumpkin, on the Southwest by Wrightsboro Road and J. B. Milford. Said tract is more particularly described on that certain plat dated June 19, 1946 which is recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia, in Deed Book 20 at page 206 and being the same land conveyed in two deeds, first deed from J. T. Barnsley recorded in Book 29 at page 275, and second deed from Mrs. J. T. Barnsley recorded in Book 23 at page 276; reference is made to said plat for a more complete and accurate description as to metes, bounds, and location of said property.

Said property is conveyed subject to any easements of record in said clerk's office.

This is the same property conveyed to the Grantor and others by Deed dated March 29, 2013, recorded in said Clerk's Office in Deed Book 9173, Pages 271-273.

Map and Parcel No.: 029 037

TO HAVE AND TO HOLD, said property, along with all rights, ways and appurtenances thereto belonging, or in anywise appertaining, unto the Grantee, its successors and assigns, in fee simple forever.

AND the Grantor hereby warrants the title of said property and will forever defend same against the lawful claims of all persons whomsoever.

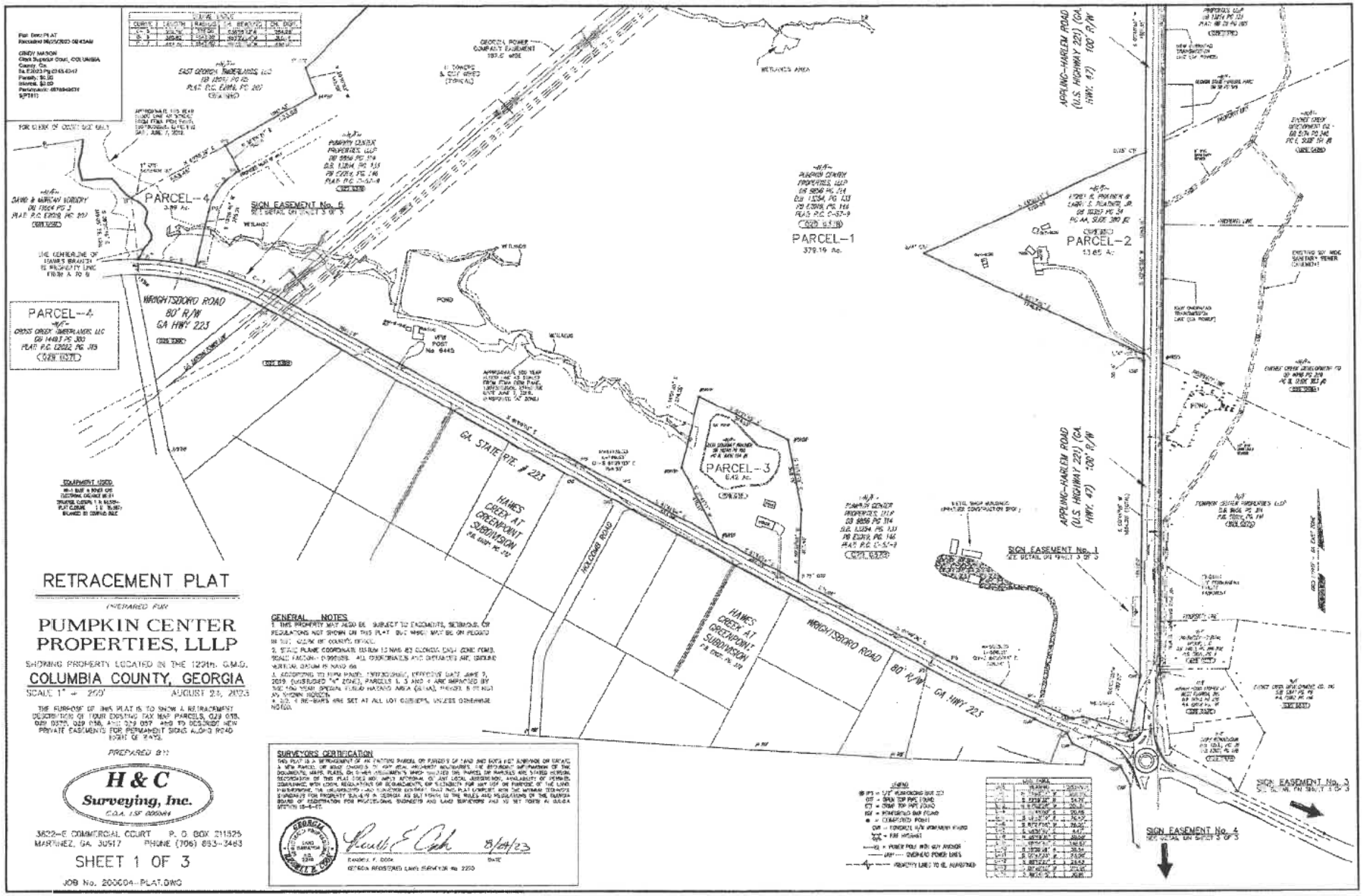
IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED)
in the presence of:)
)
)
)
Unofficial Witness)
)
)
Notary Public, State of Georgia)

(L.S.)
LARRY S. PRATHER, SR.,
a/k/a LARRY S. PRATHER

My Commission Expires:





RETRACEMENT PLAT

PREPARED FOR

PUMPKIN CENTER PROPERTIES, LLLP

SHOWING PROPERTY LOCATED IN THE 123rd G.M.D.

COLUMBIA COUNTY, GEORGIA

SCALE 1" = 200' AUGUST 24, 2023

THE PURPOSE OF THIS PLAT IS TO SHOW A RETRACEMENT DESCRIPTION OF FOUR EXISTING TAX MAP PARCELS, 029 018, 029 037B, 029 036, AND 029 037 AND TO DESIGNATE NEW PRIVATE EASEMENTS FOR PERMANENT SIGNS ALONG ROAD RIGHT OF WAYS.

PREPARED BY:

H & C Surveying, Inc.

C.O.A. LSF 000644

3622-E COMMERCIAL COURT P. O. BOX 211525
MARTINEZ, GA. 30917 PHONE (706) 863-3483

SHEET 1 OF 3

JOB No. 200604-PLAT.DWG

GENERAL NOTES

1. THIS PROPERTY MAY ALSO BE SUBJECT TO EASEMENTS, SETBACKS, OR REGULATIONS NOT SHOWN ON THIS PLAT BUT WHICH MAY BE ON RECORD IN THE CLERK OF COURTS OFFICE.
2. STATE PLANE COORDINATE DATUM IS NAD 83 GEORGIA EAST ZONE 0901, SCALE FACTOR= 0.999988. ALL DISTANCES AND DIFFERENCES ARE GROUND VALUES UNLESS NOTED OTH.
3. ACCORDING TO FIRM PANEL 13073C0193G EFFECTIVE DATE JUNE 9, 2020 (UNSHADED "X" ZONE), PARCELS 1, 3 AND 4 ARE IMPACTED BY THE 100 YEAR SPECIAL FLOOD HAZARD AREA (ZONE), PARCEL 2 IS NOT AN SFHA PROPERTY.
4. 1/2" ∅ RE-BARS ARE SET AT ALL LOT CORNERS, UNLESS OTHERWISE NOTED.

SURVEYOR'S CERTIFICATION

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT ASSIGN OR CREATE A NEW PARCEL OR MAKE CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDED INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR ORDINANCES, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND PARTICIPATING. THE UNDERSIGNED HAS NO KNOWLEDGE EITHER THAT THIS PLAT CONFLICTS WITH THE INTERNAL BOUNDARIES OR PROPERTY BOUNDARIES IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

GEORGIA REGISTERED LAND SURVEYOR No. 2230

8/24/23
DATE

LEGEND

- ⊗ IPS = 1/2" PLAIN ROD SET
- CTP = CRIMP TOP PIPE FOUND
- CTS = CRIMP TOP PIPE SET
- RBF = MONUMENTED BAR FOUND
- ● = COMPUTED POINT
- OR = FOUND 1/2" REBAR UNLESS NOTED
- MB = MAG NAIL
- —HL— = POWER POLE WITH GUY ANCHOR
- —UGP— OVERHEAD POWER LINES
- PROPERTY LINES TO BE MONUMENTED

https://search.gsccca.org/Imaging/HTML5Viewer.aspx?id=28010528&key1=E2023&key2=245&county=36&countyname=COLUMBIA&userid=46657&a...
1/1

Bk E2023 Pg 00246

FOR CLERK OF COURT USE ONLY

RETRACEMENT PLAT

PREPARED FOR

PUMPKIN CENTER PROPERTIES, LLLP

SHOWING PROPERTY LOCATED IN THE 129TH. G.M.D.

COLUMBIA COUNTY, GEORGIA

SCALE 1" = 200' AUGUST 24, 2023

THE PURPOSE OF THIS PLAT IS TO SHOW A RETRACEMENT DESCRIPTION OF FOUR EXISTING TAX MAP PARCELS, 029 036, 029 037B, 029 038, AND 029 057 AND TO DESCRIBE NEW PRIVATE EASEMENTS FOR PERMANENT SIGNS ALONG ROAD RIGHT OF WAYS.

PREPARED BY:

H & C Surveying, Inc.
C.O.A. LSF 000584
3822-E COMMERCIAL COURT P. O. BOX 211525
MARTINEZ, GA. 30917 PHONE (706) 863-3483

SHEET 2 OF 3

JOB No. 200804-PLAT.DWG

LINE TABLE		
LINE	BEARING	DISTANCE
L-1	S 73°07'31" W	208.20'
L-2	S 79°18'30" W	54.71'
L-3	S 87°02'26" W	101.36'
L-4	S 79°38'05" E	78.96'
L-5	S 19°45'29" E	78.40'
L-6	S 82°23'10" E	28.80'
L-7	S 04°21'46" E	5.87'
L-8	S 85°48'21" E	30.00'
L-9	S 88°26'42" E	148.60'
L-10	S 10°03'28" W	20.84'
L-11	S 26°47'35" W	23.00'
L-12	S 88°52'27" E	24.50'
L-13	S 56°36'05" W	112.51'
L-14	S 88°14'02" E	30.81'

CURVE TABLE				
CURVE	LENGTH	RADIUS	CH. BEARING	CH. DIST.
C- 1	129.93'	1232.96	S84°41'08"E	129.87'
C- 2	17.88'	440.00	N83°41'57"W	17.88'
C- 3	33.00'	2977.00	N84°21'23"W	33.00'
C- 4	74.31'	2967.00	N89°09'37"E	74.31'

CURVE TABLE				
CURVE	LENGTH	RADIUS	CH. BEARING	CH. DIST.
C- 5	370.76'	323.00	S30°36'12"W	349.28'
C- 6	330.63'	1543.00	N88°23'34"W	330.11'
C- 7	448.74'	543.00	N69°00'02"W	436.15'

PARCEL SUMMARY TABLE

PARCEL 1	379.19 ACRES
PARCEL 2	13.65 ACRES
PARCEL 3	8.42 ACRES
PARCEL 5	18.87 ACRES
TOTAL	420.13 ACRES

INTERSTATE HIGHWAY 20 RIGHT OF WAY VARIES

DEPARTMENT OF TRANSPORTATION LIMIT ACCESS RESTRICTION

PARCEL 5
18.87 Ac.

~N/F~ PUMPKIN CENTER PROPERTIES, LLLP DB 9856 PG 314 PLAT: P.C. C-57-9 (029 057)

~N/F~ PUMPKIN CENTER PROPERTIES, LLLP DB 9856 PG 314 D.B. 13254, PG. 133 PB E2019, PG. 146 PLAT: P.C. C-57-9 (029 037B)

GEORGIA POWER COMPANY EASEMENT 187.5' WIDE

APPROXIMATE 100 YEAR FLOOD LINE AS SCALED FROM FEMA FIRM PANEL 13073C0050E, CYCLONE DATE JUNE 7, 2019. (UNSTUDIED "A" ZONE)

INTERCHANGE IS CURRENTLY UNDER CONSTRUCTION INSTALLING NEW ROUND-A-ROUTS

I-20 ON RAMP EAST

I-20 OFF RAMP EAST

DEPARTMENT OF TRANSPORTATION LIMIT ACCESS RESTRICTION

~N/F~ EAST GEORGIA TIMBERLANDS, LLC DB 12092 PG 85 PLAT: P.C. E2019, PG. 207 (019 004G)

WETLANDS AREA

EXISTING 20' WIDE SANITARY SEWER EASEMENT

LIFT STATION FACILITY OWNED BY THE CITY OF HARLEM

~N/F~ PUMPKIN CENTER PROPERTIES, LLLP DB 13254 PG 133 PLAT: DB 29 PG 305 (029 036B)

SIGN EASEMENT No. 2
SEE DETAIL ON SHEET 3 OF 3

APPLING-HARLEM ROAD (U.S. HIGHWAY 221) (GA. HWY. 47) 100' R/W

NEW OVERHEAD TRANSMISSION LINE (GA POWER)

GEORGIA STATE FINANCE PAR DB 66 PG 329

~N/F~ EUCHEE CREEK DEVELOPMENT CO. DB 5174 PG 240 PC C, SLIDE 161 #B (029 036B)

H. TOWERS & GUY WIRES (TYPICAL)

~N/F~ PUMPKIN CENTER PROPERTIES, LLLP DB 9856 PG 314 D.B. 13254, PG. 133 PB E2019, PG. 146 PLAT: P.C. C-57-9 (029 037B)

PARCEL-1
379.19 Ac.

~N/F~ LIONEL R. PRATHER & LARRY S. PRATHER, JR. DB 10357 PG 34 PC AA, SLIDE 280 #2 (029 036)

PARCEL-2
13.65 Ac.

EXISTING 20' WIDE SANITARY SEWER EASEMENT

NEW OVERHEAD TRANSMISSION LINE (GA POWER)

~N/F~ EUCHEE CREEK DEVELOPMENT CO DB 4588 PG 289 PC R, SLIDE 281 #B (029 036B)

~N/F~ DAVID & MORGAN WOODERY DB 11664 PG 3 PLAT: P.C. E2018, PG. 207 (018 004E)

PARCEL-4
3.69 Ac.

SIGN EASEMENT No. 5
SEE DETAIL ON SHEET 3 OF 3

THE CENTERLINE OF HAWES BRANCH IS PROPERTY LINE FROM A TO B

WRIGHTSBORO ROAD
80' R/W
GA HWY 223

PARCEL-4
~N/F~ CROSS CREEK TIMBERLANDS, LLC DB 14493 PG 308 PLAT: P.C. E2022, PG. 315 (029 037)

POND

VFW POST No. 6445

APPROXIMATE 100 YEAR FLOOD LINE AS SCALED FROM FEMA FIRM PANEL 13073C0050E, EFFECTIVE DATE JUNE 7, 2019. (UNSTUDIED "A" ZONE)

PROPERTY LINE

1" OTF

3/4" CTF

0.75" CTF

5/8" RBF

DMF

CMF

GRID NORTH = GA EAST ZONE

Georgia, Columbia County
This is to certify that $ -0-
Georgia Real Estate Transfer Tax
was paid on 6-7-91

5241

GEORGIA, COLUMBIA COUNTY
FILED ON RECORD 10A M. 6-7-91
Deed BOOK 936 PAGE 253-254
MARY W. [illegible]

WARRANTY DEED

THIS INDENTURE, made this 4th day of APRIL, 1991, between LARRY S. PRATHER and JOSIE S. PRATHER of Columbia County, Georgia, as Parties of the First Part, and JULIA DUNAWAY PRATHER of Columbia County, Georgia, as Party of the SECOND PART.

W I T N E S S E T H :

That said Parties of the First Part, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other valuable considerations, in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey, unto said Party of the Second Part, her successors and assigns, the following described property, to-wit:

All that lot, tract or parcel of land, with all improvements thereon, situate, lying and being in the 129th G.M.D. of Columbia County, Georgia on the North side of Georgia Route #223 (Wrightsboro Road), containing 8.43 acres, and being more particularly shown on a plat prepared for Julia D. Prather by John M. Harriss, R.L.S., dated September 25, 1990, which plat is recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia, in Plat Cabinet D, Slide 154 #6, and to which plat reference is hereby made for a more particular description as to the metes, bounds, courses, distances and location of said property.

Josie S. Prather joins in this conveyance for the purpose of quit-claiming any interest she may have in and to the above described property.

The consideration for the conveyance of this real estate is the equitable division of marital property as agreed to by the parties hereto on the 11th day of September, 1990 and approved by the Superior Court of Columbia County, Georgia, in case #D-89-188, in a Final Judgement and Decree of Total Divorce entered on September 18th, 1990.

In the event that Grantee, during her lifetime, desires to make a sale of said property, she will prior to contracting for its sale, give the Grantor, Larry S. Prather, the right of first refusal to purchase same at the same price and on the same terms as she intends to offer same for sale to another. Unless Larry S. Prather exercises his right to purchase the property within sixty (60) days of the receipt of such notice, then and in that event, there shall be no further restriction on Grantee with respect to the sale of said residence.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of the said Party of the Second Part, her successors and assigns, forever, IN FEE SIMPLE.

253

AND the said Parties of the First Part, for their heirs, executors and administrators will warrant and forever defend the right and title to the above described property, unto the said Party of the Second Part, her heirs and assigns, against the lawful claims of all persons whomever.

IN WITNESS WHEREOF, the said Parties of the First Part have caused this instrument to be executed and their seal affixed, the day and year first above written.

Larry S. Prather (L.S.)
LARRY S. PRATHER

Josie S. Prather (L.S.)
JOSIE S. PRATHER

SIGNED, SEALED AND DELIVERED
in the presence of:

Dana H. Coleman

Marion Bennett

NOTARY PUBLIC, RICHMOND COUNTY, GEORGIA

My Commission Expires May 13, 1978

254

254

CLERK OF SUPERIOR COURT
COLUMBIA COUNTY, GEORGIA
FILED IN OFFICE

2016 MAR 10 AM 11:17
BOOK 10248 PAGE 155
CINDY MASON, CLERK

Return Recorded Document to:
Klosinski Overstreet LLP
7 George C Wilson Drive
Augusta GA 30909
706-863-2255

QUITCLAIM DEED
(TITLE NOT EXAMINED)

STATE OF GEORGIA
COUNTY OF RICHMOND

THIS INDENTURE, Made the 31 day of **December, 2015** between **JULIA DUNAWAY PRATHER**, as party or parties of the first part, hereinafter called Grantor, and **JULIA DUNAWAY PRATHER,** for the remainder of her life and remainder to **ROBERT LIONEL PRATHER and LARRY SMITH PRATHER, JR.**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that : Grantor, for and in consideration of the sum of one dollar ($1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever **QUITCLAIM** unto the said Grantee,

All that lot or parcel of land, with improvements thereon, situate, lying and being in the 129th G.M.D. of Columbia County, Georgia on the North side of Georgia Route #223 (Wrightsboro Road), containing 8.43 acres, more or less, and being more particularly shown on a plat prepared for Julia D. Prather by John M. Harriss, R.L.S., dated September 25, 1990, which plat is recorded in the Office of the Clerk of the Supeiror Court of Columbia County, Georgia in PC B, Slide 154 #6. Reference is hereby made to said plat for a more complete and accurate description as to the metes, bounds, and location of said property.

Said property being subject to any and all easements, restrictions and covenants of record.

Map and Parcel No. 029-038

Grantor hereby reserves a Life Estate in the above referenced property unto the Grantor and its assigns. The Grantor shall have full ownership, possession and use of the property, as well as the rents, revenues and profits generated by the property during the term of the Grantor's natural life.

TO HAVE AND TO HOLD the said described premises to grantee, so that neither grantor nor any person or persons claiming under grantor shall at any time, by any means or ways, have, claim or demand any right to title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESS

NOTARY

NOTARY PUBLIC

JULIA DUNAWAY PRATHER

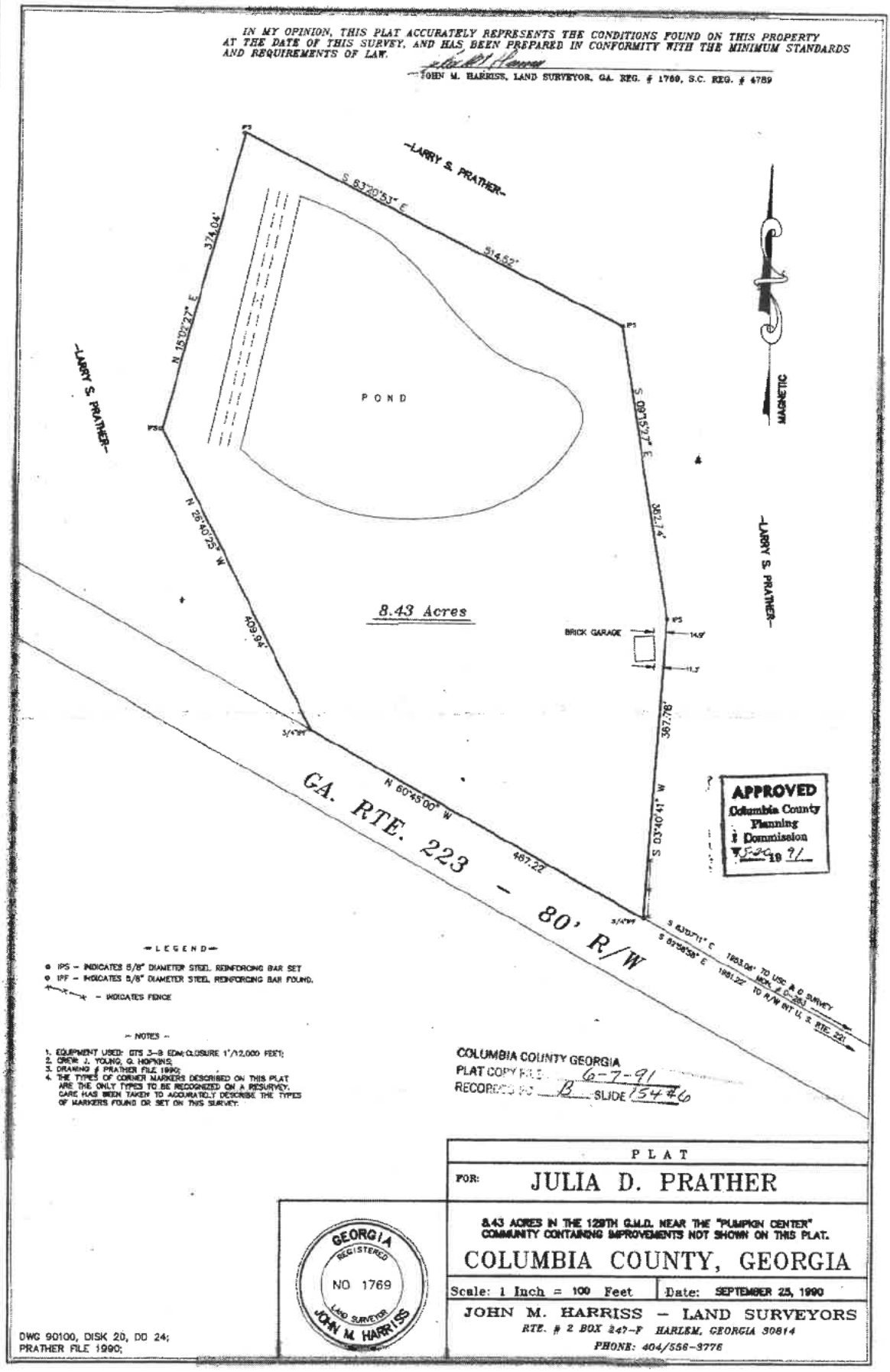
PT61: 036 2016 001302

Recorded 03/10/2016 11:17AM
Georgia Transfer Tax Paid : $0.00
CINDY MASON
Clerk Superior Court, Columbia County
B 10248 P 0155

Deed
Doc: QCD

IN MY OPINION, THIS PLAT ACCURATELY REPRESENTS THE CONDITIONS FOUND ON THIS PROPERTY AT THE DATE OF THIS SURVEY, AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.

JOHN M. HARRISS, LAND SURVEYOR, GA. REG. # 1769, S.C. REG. # 4789



-LEGEND-

- IPS - INDICATES 5/8" DIAMETER STEEL REINFORCING BAR SET
- IPF - INDICATES 5/8" DIAMETER STEEL REINFORCING BAR FOUND.
- -x-x-x- INDICATES FENCE

-NOTES-

1. EQUIPMENT USED: GTS 3-B EDM; CLOSURE 1'/12,000 FEET;
2. CREW: J. YOUNG, G. HOPKINS;
3. DRAWING # PRATHER FILE 1990;
4. THE TYPES OF CORNER MARKERS DESCRIBED ON THIS PLAT ARE THE ONLY TYPES TO BE RECOGNIZED ON A RESURVEY. CARE HAS BEEN TAKEN TO ACCURATELY DESCRIBE THE TYPES OF MARKERS FOUND OR SET ON THIS SURVEY.

COLUMBIA COUNTY GEORGIA
PLAT COPY FILED 6-7-91
RECORDED IN B SLIDE 154 #6

PLAT

FOR: JULIA D. PRATHER

8.43 ACRES IN THE 129TH G.M.D. NEAR THE "PUMPKIN CENTER" COMMUNITY CONTAINING IMPROVEMENTS NOT SHOWN ON THIS PLAT.

COLUMBIA COUNTY, GEORGIA

Scale: 1 Inch = 100 Feet | Date: SEPTEMBER 25, 1990

GEORGIA REGISTERED NO 1769 LAND SURVEYOR JOHN M. HARRISS

JOHN M. HARRISS - LAND SURVEYORS
RTE. # 2 BOX 247-F HARLEM, GEORGIA 30814
PHONE: 404/556-3776

DWG 90100, DISK 20, DD 24;
PRATHER FILE 1990;

https://search.gsccca.org/Imaging/HTML5Viewer.aspx?key1=B154&key2=6&county=36&countyname=COLUMBIA&userid=46657&appid=28

BOOK 10357 PAGE 034

COLUMBIA COUNTY, GEORGIA
FILED IN OFFICE

2016 MAY 19 PM 3:53
10357 PAGE 34
BOOK
CINDY MASON, CLERK

Return Recorded Document to:
Klosinski Overstreet LLP
7 George C Wilson Drive
Augusta GA 30909
706-863-2255

QUITCLAIM DEED
(TITLE NOT EXAMINED)

STATE OF GEORGIA
COUNTY OF RICHMOND

THIS INDENTURE, Made the 12th day of May, 2016 between **R. LIONEL PRATHER,** as party or parties of the first part, hereinafter called Grantor, and **R. LIONEL PRATHER AND LARRY S. PRATHER, JR.,** as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that : Grantor, for and in consideration of the sum of one dollar ($1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever **QUITCLAIM** unto the said Grantee,

All that lot or parcel of land, together with improvements thereon, situate, lying and being in the State of Georgia, County of Columbia, being in the 129th G.M.D., and containing 13.63 acres as shown upon a plat prepared by John M. Harriss, Land Surveyor, dated January 10, 1984, and recorded in the Office of the Clerk of Superior Court of Columbia County, Georgia in Plat Book 13, page 202, and in Plat Cabinet AA, Slide 280, No. 2, which plat is by reference incorporated herein and made a part hereof.

Tax Map and Parcel No.: 029 036

TO HAVE AND TO HOLD the said described premises to grantee, so that neither grantor nor any person or persons claiming under grantor shall at any time, by any means or ways, have, claim or demand any right to title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESS

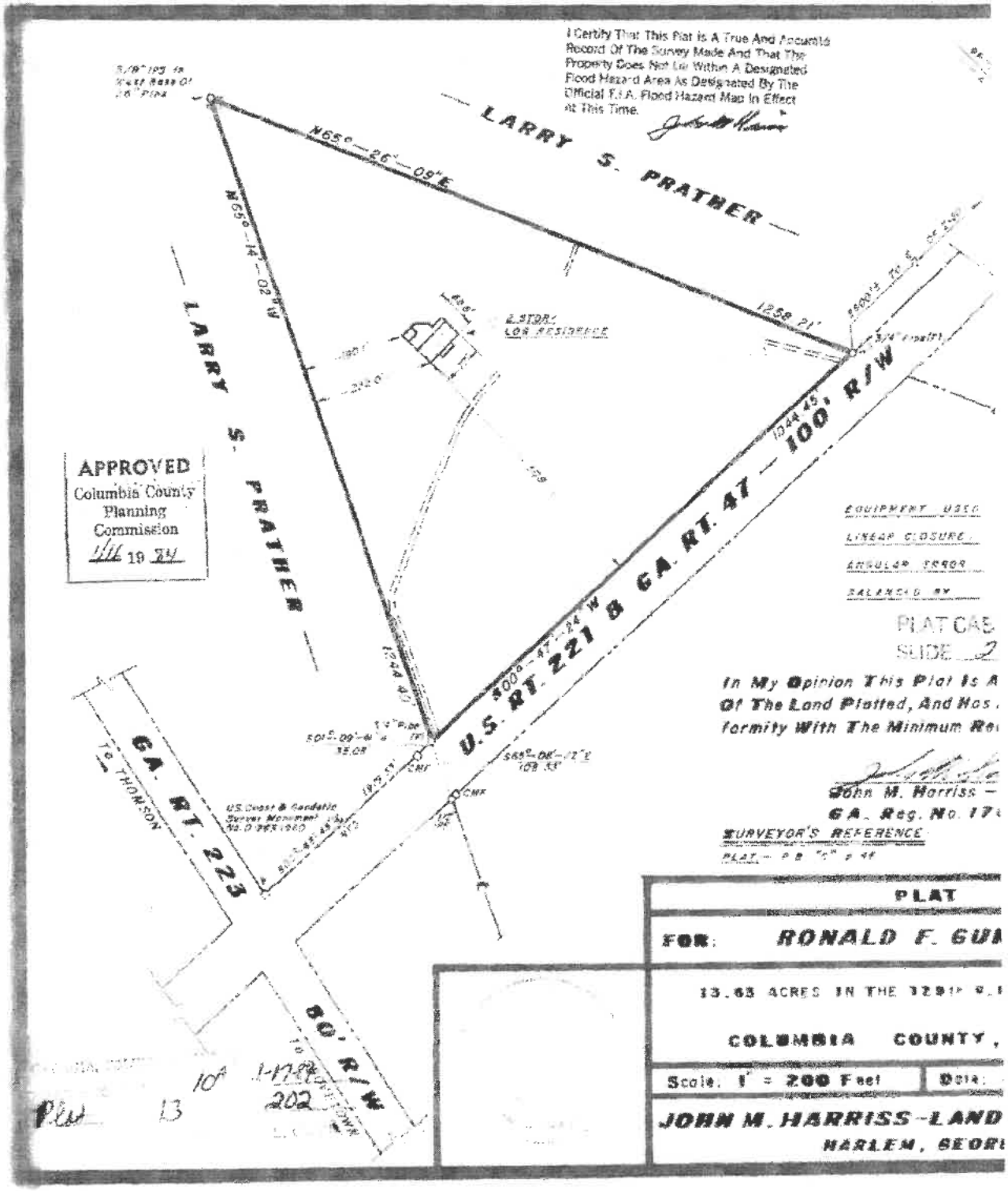
R. Lionel Prather

NOTARY

SCOTT J. KLOSINSKI NOTARY PUBLIC RICHMOND COUNTY, GEORGIA EXP. 10/09/2018

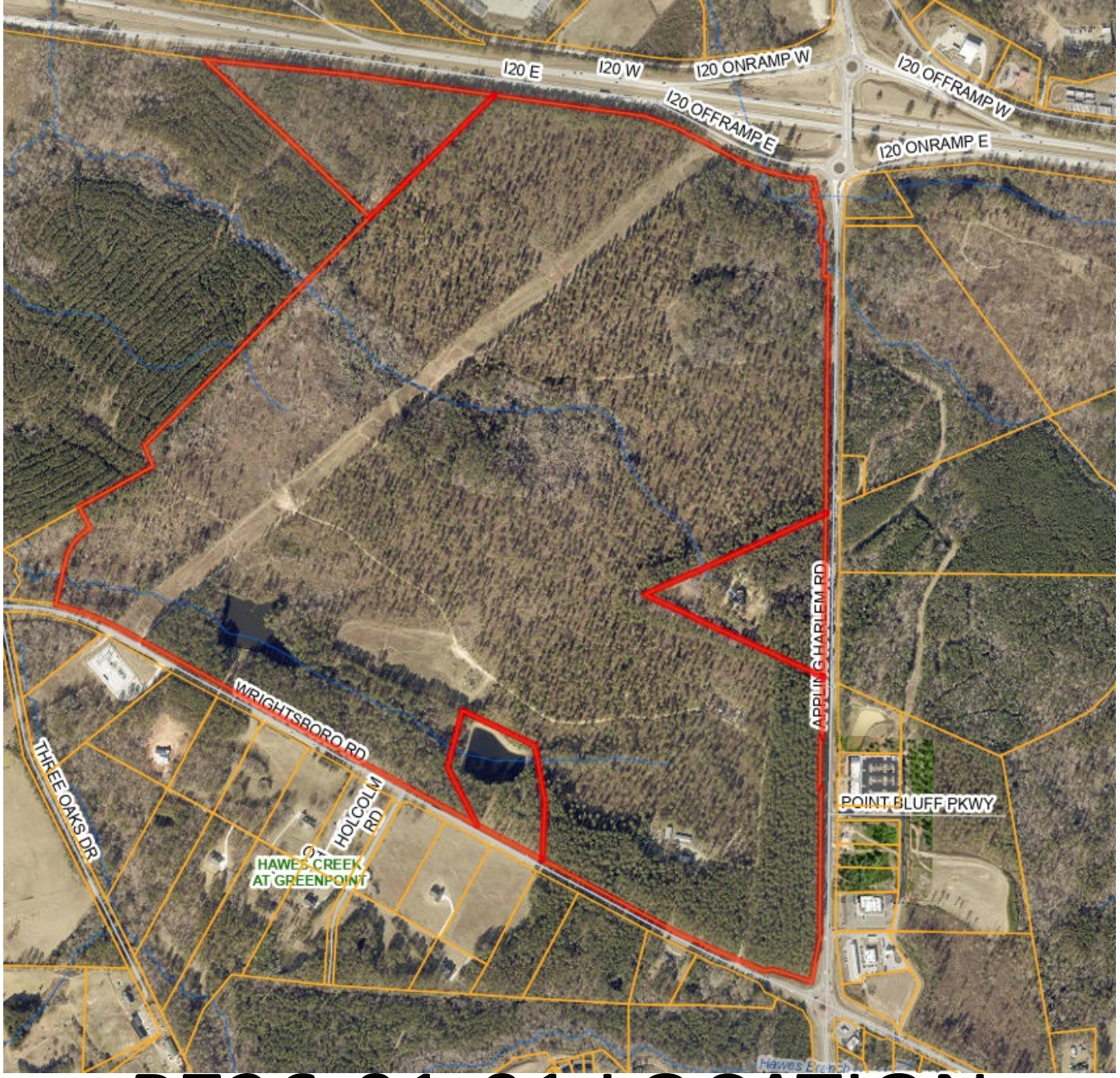
PT61036201600028664

Deed
Recorded 05/19/2016 03:53PM Doc: QCD
Georgia Transfer Tax Paid : $0.00
CINDY MASON
Clerk Superior Court, Columbia County
B 10357 P 0034

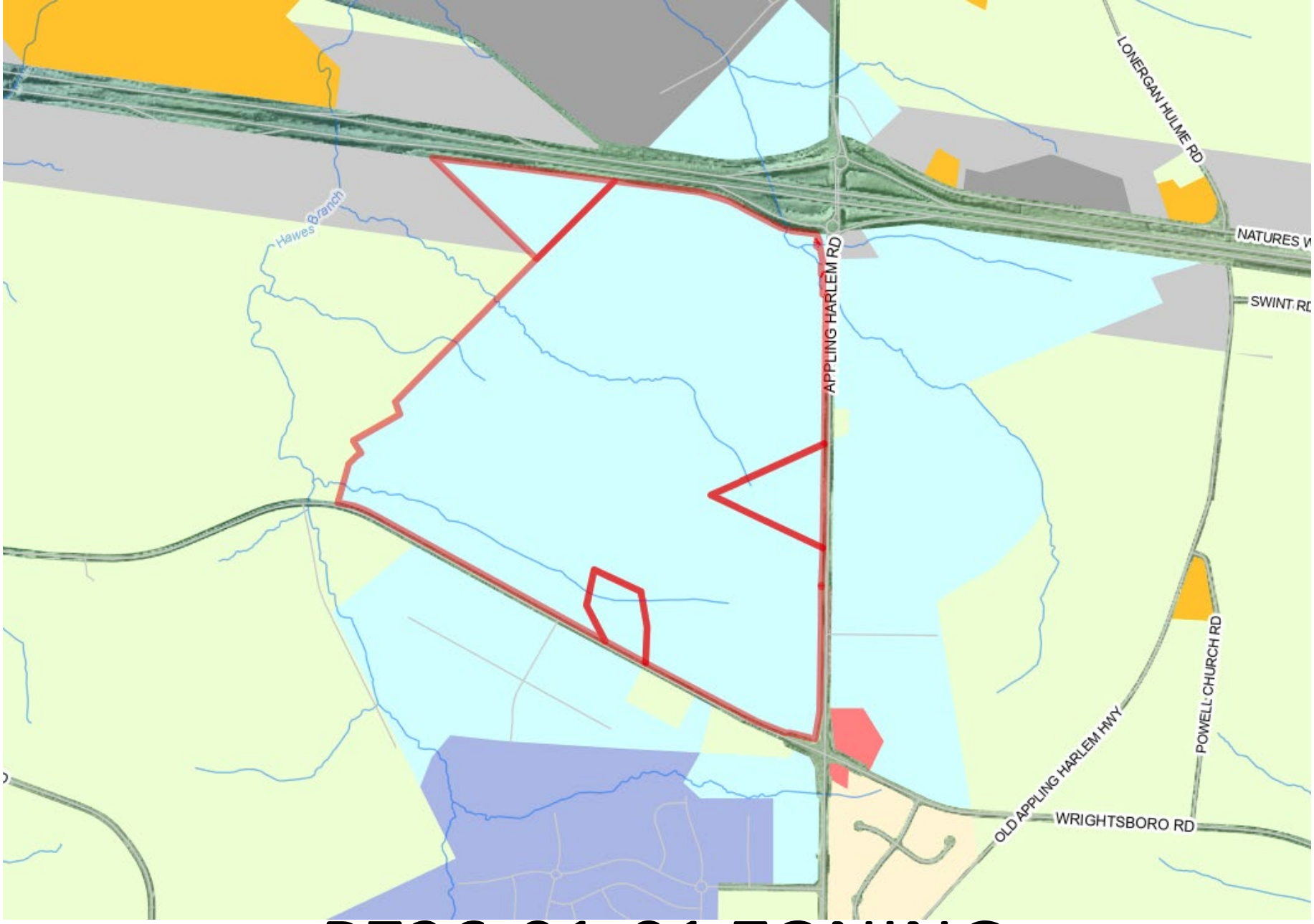

I Certify That This Plat Is A True And Accurate Record Of The Survey Made And That The Property Does Not Lie Within A Designated Flood Hazard Area As Designated By The Official F.I.A. Flood Hazard Map In Effect At This Time.
LARRY S. PRATHER
N65°-26'-09"E
N65°-14'-02"W
LARRY S. PRATHER
1258.21'
2 STORY LOG RESIDENCE
U.S. RT. 221 & GA. RT. 47 — 100' R/W
GA. RT. 223
To THOMSON
80' R/W
APPROVED
Columbia County
Planning
Commission
1/16 19 84
EQUIPMENT USED
LINEAR CLOSURE
ANGULAR ERROR
BALANCED BY
PLAT CAB
SLIDE 2
In My Opinion This Plat Is A
Of The Land Platted, And Has
formity With The Minimum Re
John M. Harriss —
GA. Reg. No. 17
SURVEYOR'S REFERENCE
PLAT
PLAT
FOR: RONALD F. GU
13.63 ACRES IN THE 129th
COLUMBIA COUNTY,
Scale: 1" = 200 Feet
Date:
JOHN M. HARRISS-LAND
HARLEM, GEOR
Plat 13 10A 1-17-84 202

REZONING RZ26-01-01

- Tax Map 029 Parcels 036, 037B, 038, & 057
- Location: 1382 Appling Harlem Road, 6423 Wrightsboro Road, 6367 Wrightsboro Road, and off Interstate 20
- Acreage: 417.9 +/- acres
- Current Zoning: PUD (Planned Unit Development)
- Existing Use: Single Family
- Request: Rezoning to D-C (Data Center District) for proposed data center development
- Applicant: Piedmont Devco, LLC



RZ26-01-01 LOCATION



RZ26-01-01 ZONING



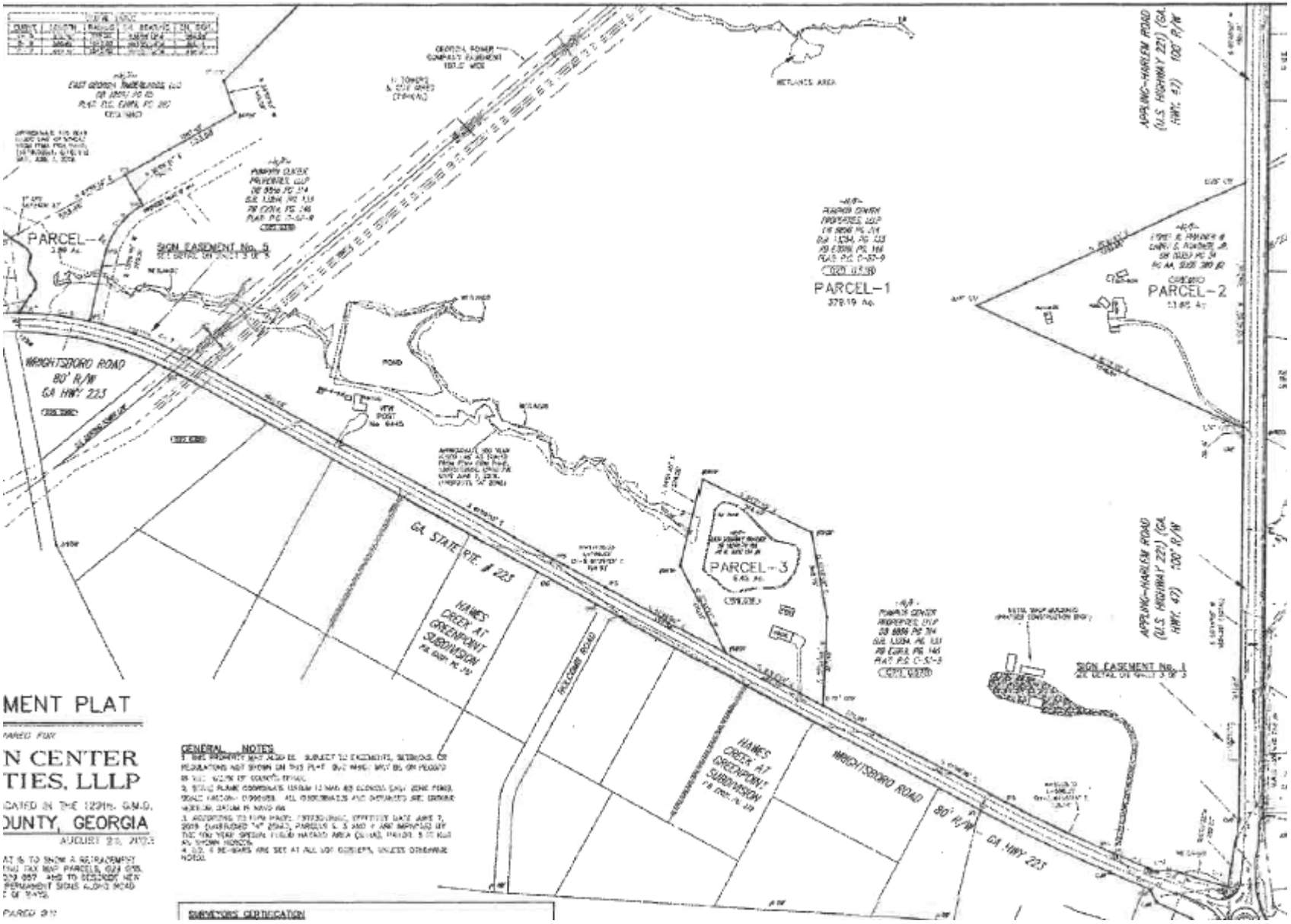
RZ26-01-01 AERIAL



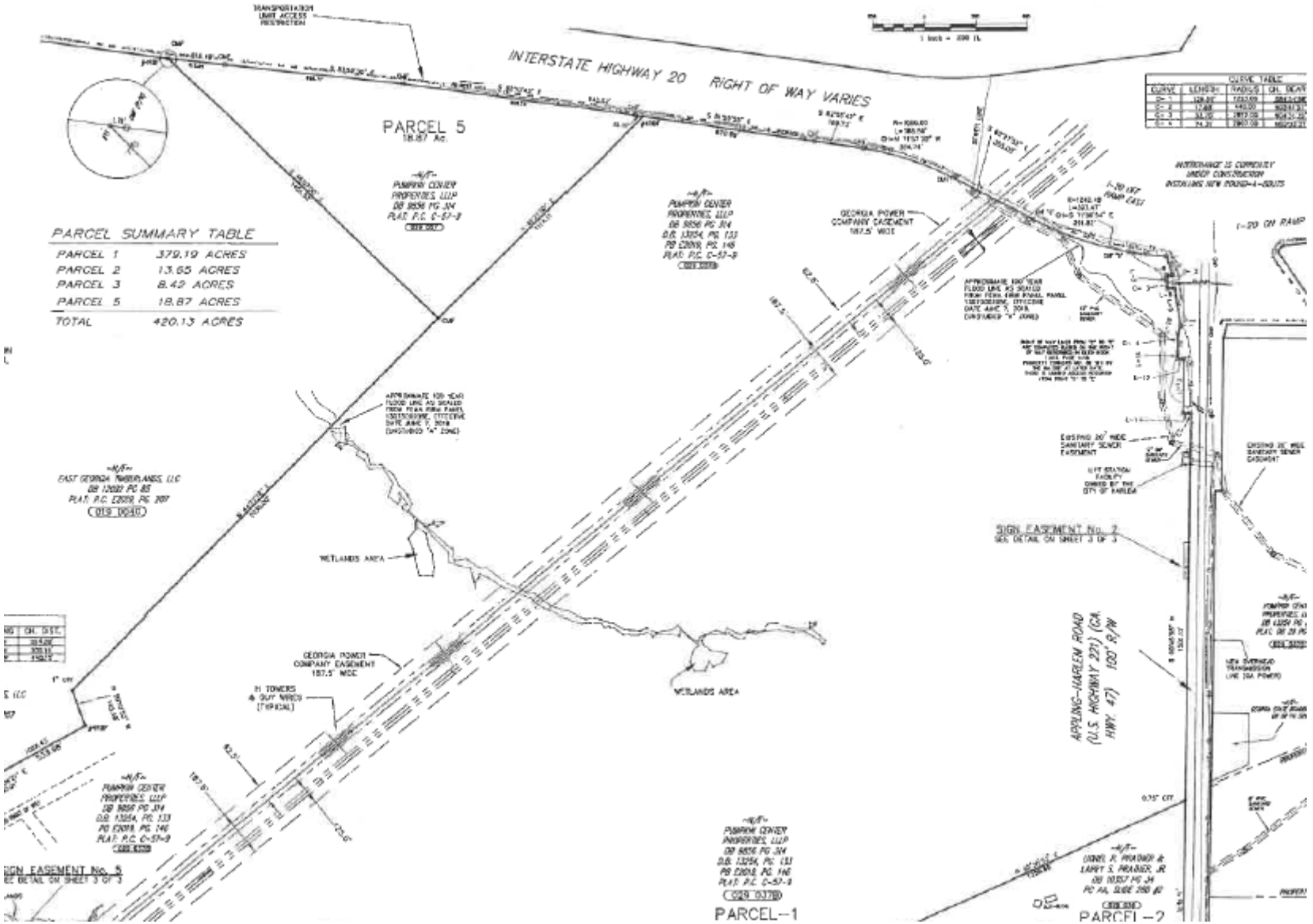
RZ26-01-01 SITE



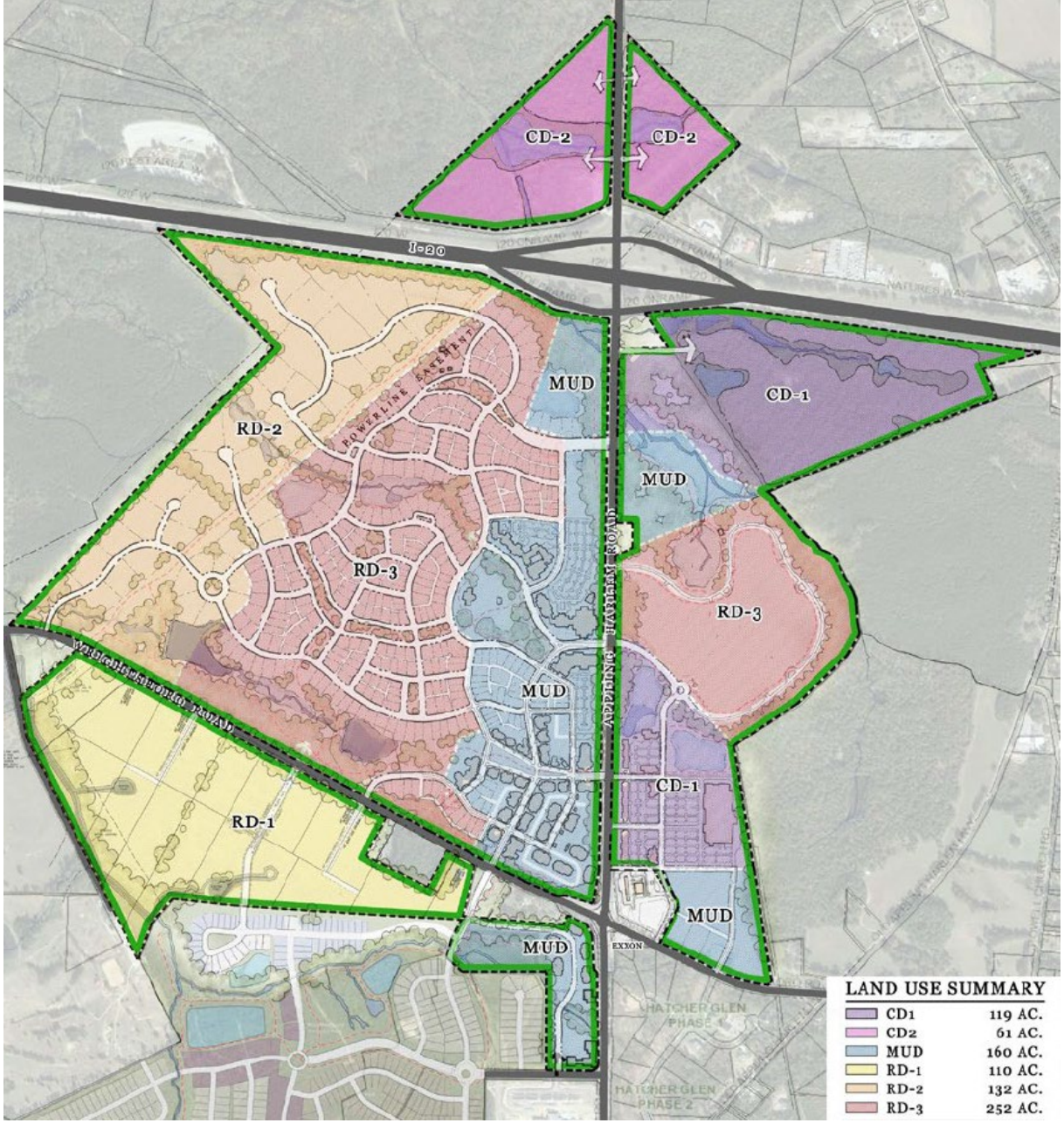
RZ26-01-01 SITE



RZ26-01-01 PLAT (SOUTH)



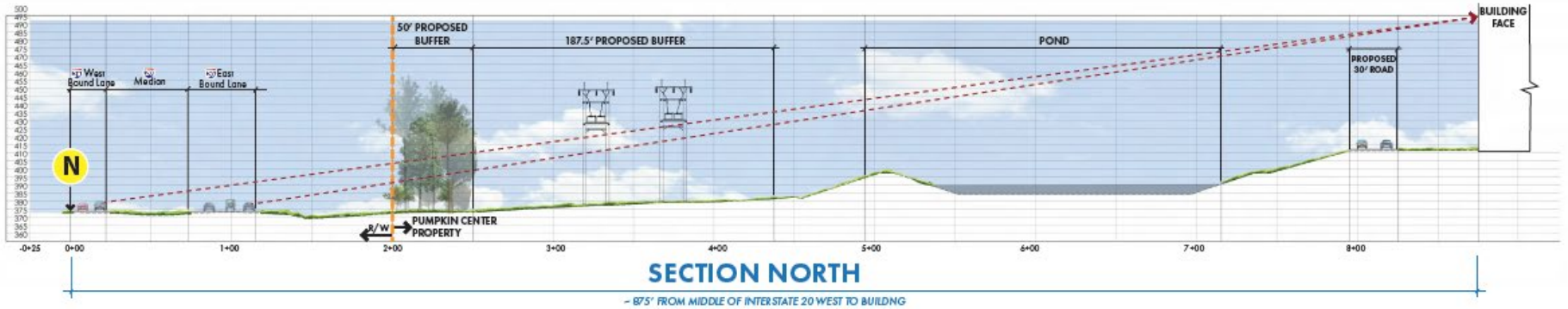
RZ26-01-01 PLAT (NORTH)

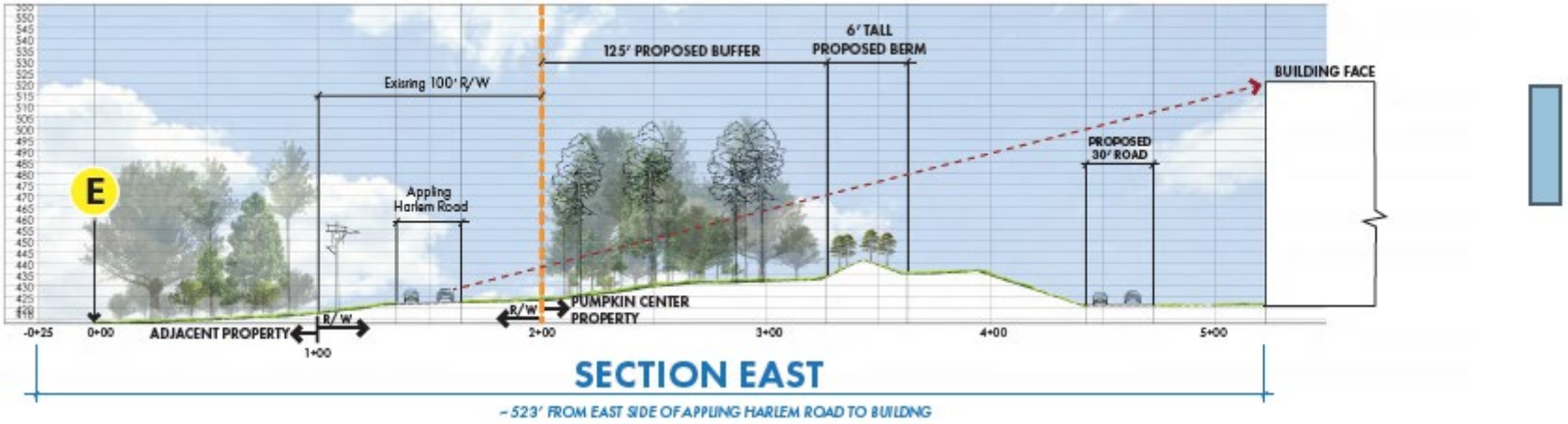


RZ26-01-01 CURRENT PUD

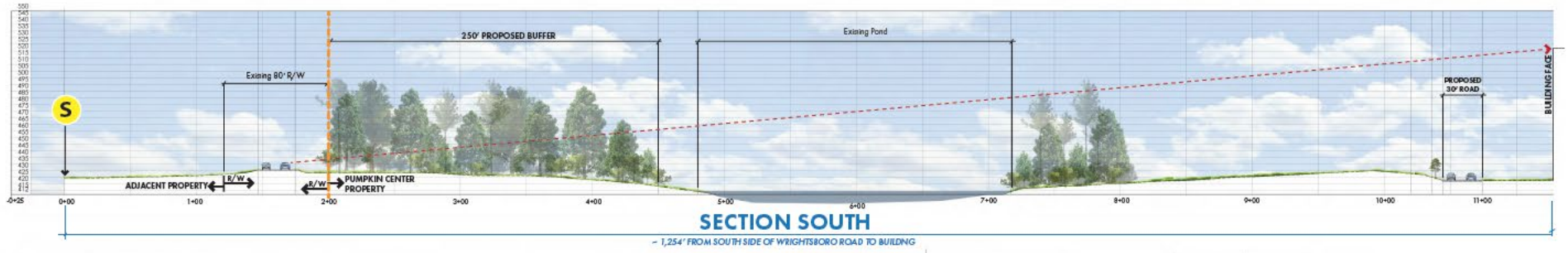


RZ26-01-01 CONCEPT PLAN



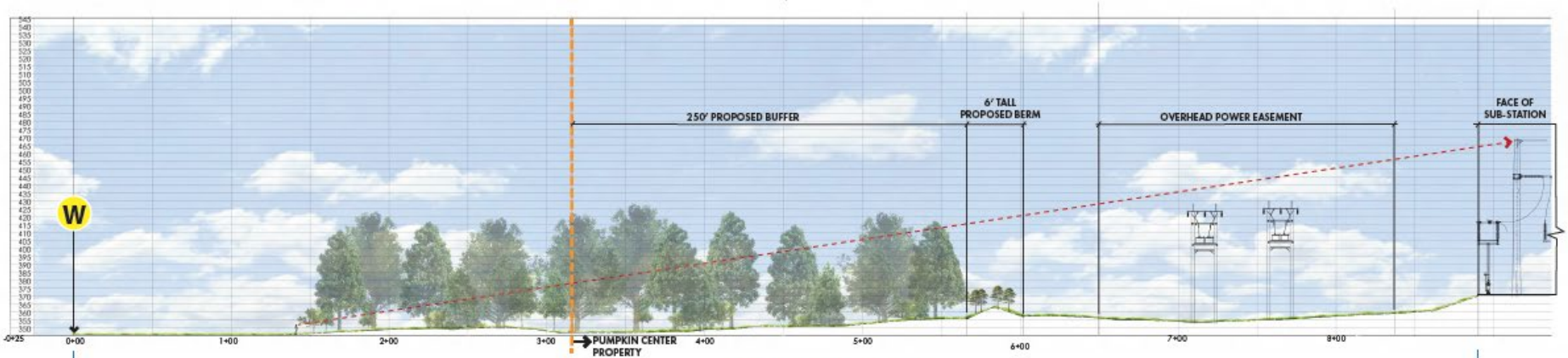


RZ26-01-01 VISUAL SURVEY



SECTION SOUTH

– 1,254' FROM SOUTH SIDE OF WRIGHTSBORO ROAD TO BUILDING



SECTION WEST

– 980' FROM ADJACENT PROPERTY WEST OF THE SITE TO SUB-STATION

RZ26-01-01 VISUAL SURVEY

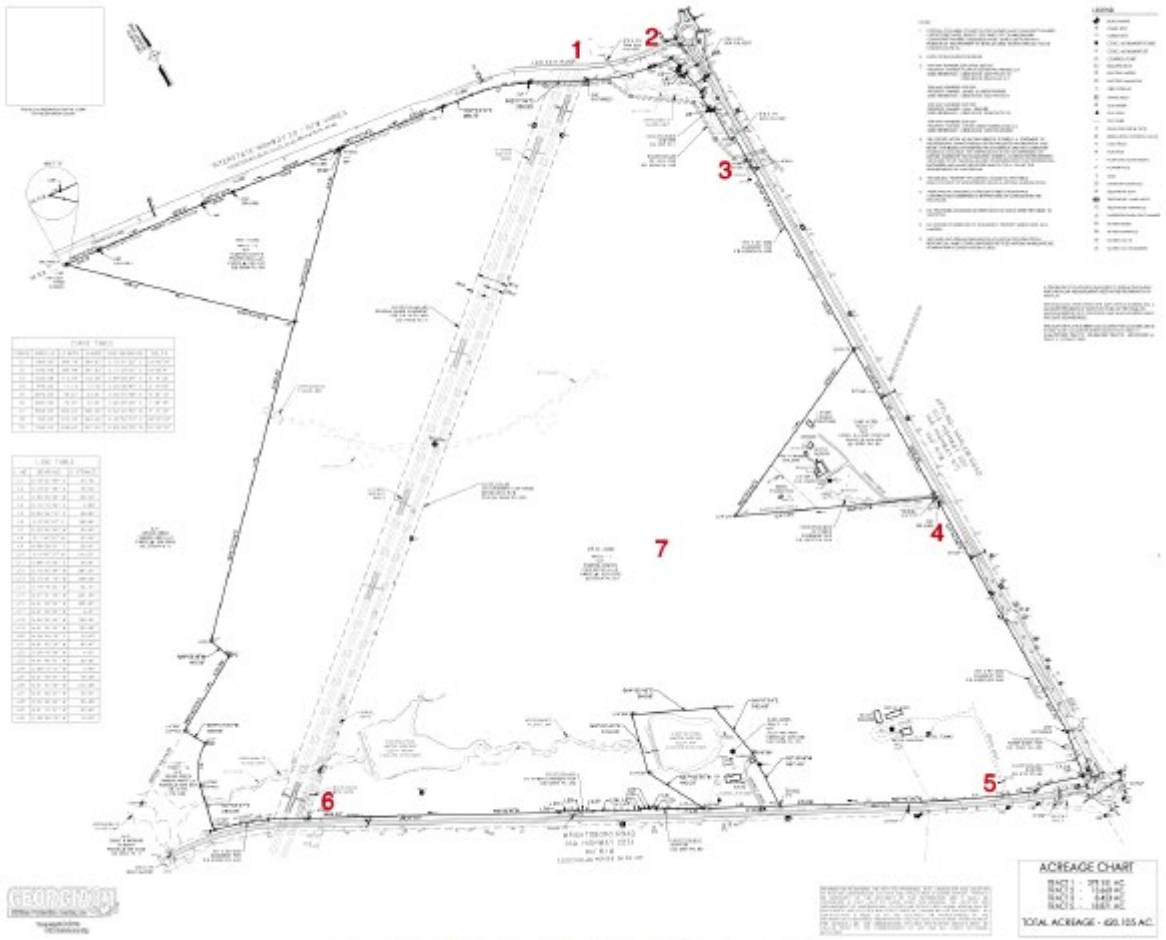
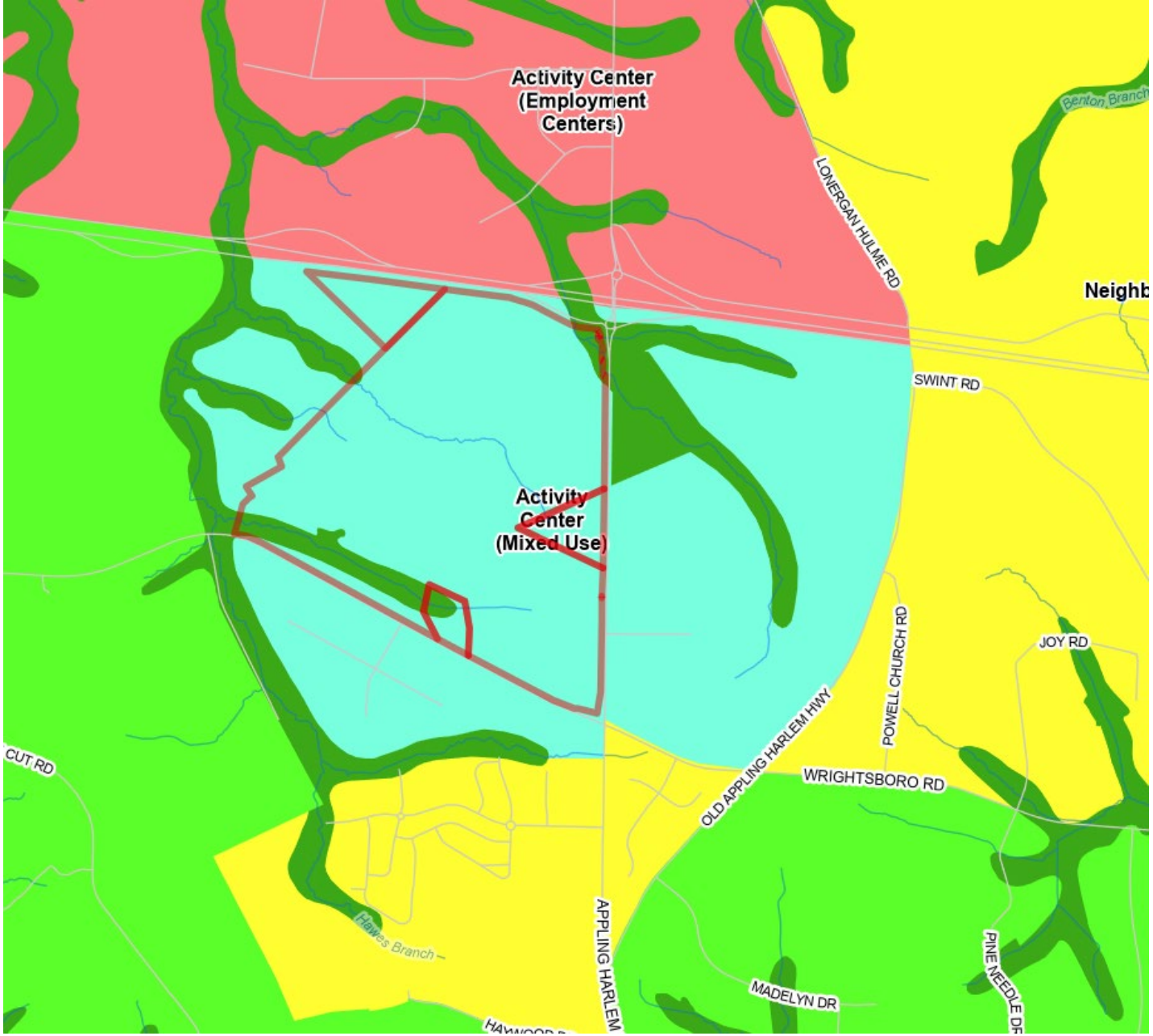


Figure 1: Map showing data collection points

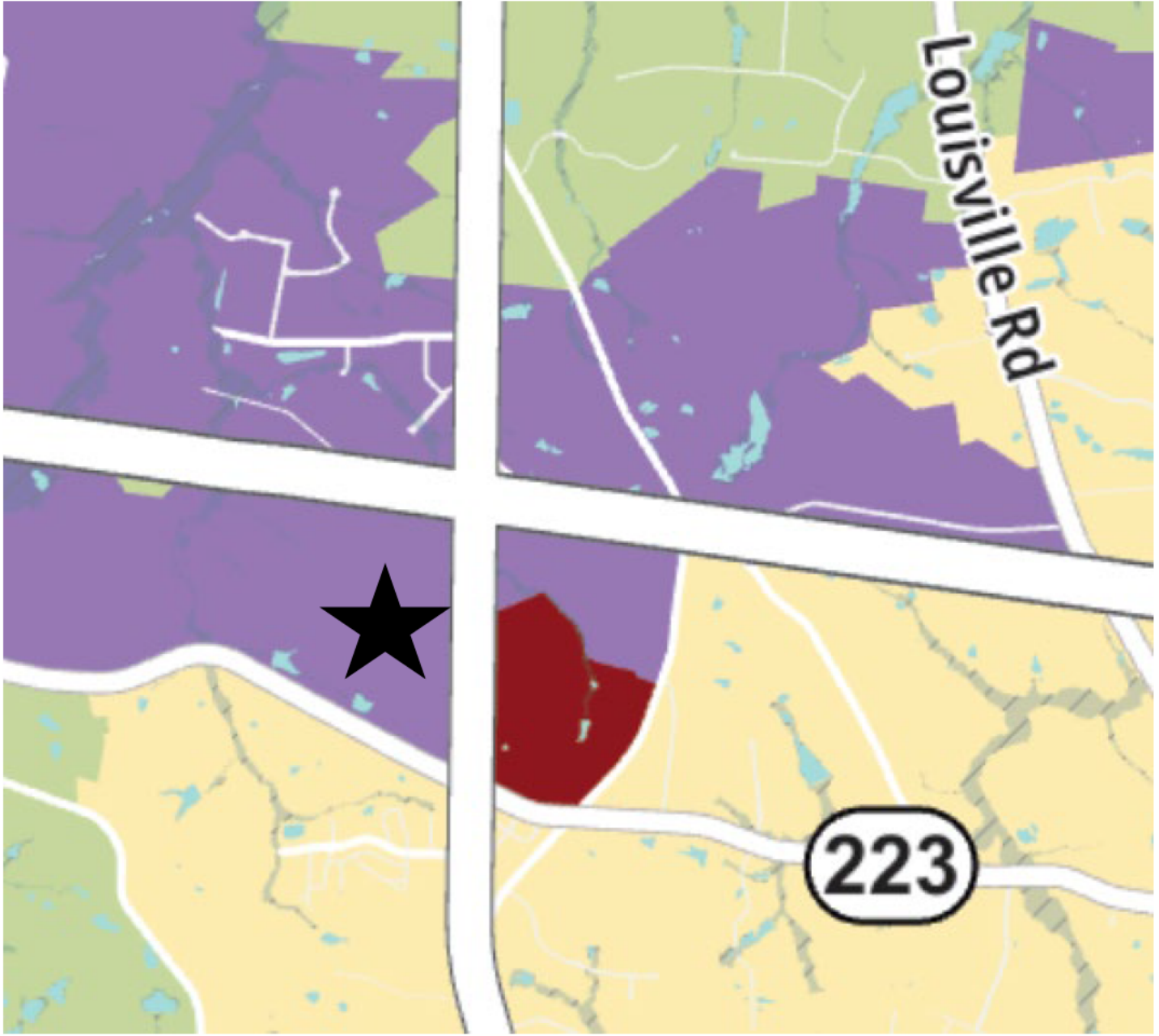
Table 2: Results from testing at each waypoi

Point	LAeq (dBA)
1	72.7
2	67.2
3	67.1
4	75.4
5	67.1
6	65.6
7	65.5

RZ26-01-01 SOUND SURVEY



RZ26-01-01 FUTURE DEVELOPMENT



RZ26-01-01 FUTURE DEVELOPMENT

Columbia County Board of Commissioners
February 3, 2026

Fund:		Department:	Planning
Revenue:		Contact:	Scott Sterling
Expenses:		Phone:	706.868.3400
Line Codes(s):			

ITEM: RZ26-01-02, Rezoning from a split zoned R-A (Residential Agricultural) & M-1 (Light Industrial) and R-A (Residential Agricultural) to D-C (Data Center), located at 1769 Lonergan Hulme Road, 6215 Natures Way, 1843 Lonergan Hulme Road, 1837 Lonergan Hulme Road, 1781 Lonergan Hulme Road, off Lonergan Hulme Road, 1803 Lonergan Hulme Road, 1805 Lonergan Hulme Road, 1807 Lonergan Hulme Road, and 6201 Gavin Road, Tax Map 029 Parcels 011, 011A, 006, 005, 006B, 010A, 010B, 009, 008A, 008 and Tax Map 040 Parcel 142, 944.27 +/- acres combined, and currently split zoned R-A (Residential Agricultural) & M-1 (Light Industrial) and R-A (Residential Agricultural).

BACKGROUND: See attached Staff Report- *RZ26-01-02*

Planning Commission Date: **January 15th, 2026**

STAFF RECOMMENDATION: Staff recommends **approval with conditions** of the request for the rezoning of a split zoned R-A (Residential Agricultural) & M-1 (Light Industrial) and R-A (Residential Agricultural) to D-C (Data Center) for proposed data center development for property located at 1769 Lonergan Hulme Road, 6215 Natures Way, 1843 Lonergan Hulme Road, 1837 Lonergan Hulme Road, 1781 Lonergan Hulme Road, off Lonergan Hulme Road, 1803 Lonergan Hulme Road, 1805 Lonergan Hulme Road, 1807 Lonergan Hulme Road, and 6201 Gavin Road, Tax Map 029 Parcels 011, 011A, 006, 005, 006B, 010A, 010B, 009, 008A, 008 and Tax Map 040 Parcel 142, 944.27 +/- acres combined, and currently split zoned R-A (Residential Agricultural) & M-1 (Light Industrial) and R-A (Residential Agricultural).

Conditions:
Water & Sewer:

1. The developer will fund all necessary water and sewer upgrades for the proposed project.
2. Prior to approval of a building permit for any structure on the site, provide a 5-year projection to include water projections and sanitary sewer projections. This will be updated, at a minimum, annually and will be required until full-scale project development is complete and/or when major technological changes or site infrastructure changes affect water usage.
3. A water and sewer usage agreement and/or drought management plan may be required. This will be assessed during site plan review or with the 5-year projection noted above.

Traffic Engineering:
A Traffic Impact Study is required for the project. The primary focus of the study is to evaluate the intersection capacity at Nature's Way and State Route 47 (Appling Harlem Road), as well as at Nature's Way and Louisville Road, in accordance with Checklist A-2 of the Project Access Improvement Policy. The study must include applicable ITE land uses and codes, traffic counts, and trip distribution based on existing conditions and project-generated trips.

The impact analysis must include existing conditions (current year), no-build (opening year), and build (opening year) capacity evaluations. The study must also provide recommendations for lane assignments and turn-lane storage lengths at each intersection and all proposed driveways. Any costs associated with signalization, intersection modifications, utility relocation, or other related improvements shall be the responsibility of the developer.

The study shall also evaluate anticipated construction-phase traffic volumes and ensure that haul route

impacts are fully assessed, including operational and safety considerations. In addition, the study shall document existing roadway conditions along all designated construction haul routes prior to construction and provide a post-construction evaluation identifying any damage attributable to construction traffic, ensuring that existing county roads are maintained in good condition.

Planning:

1. No access to Louisville Road is permitted.
2. Access to Lonergan Hulme Road shall be for Georgia Power maintenance access only.

COMMITTEE COMMENTS: Keith Lawrence, Evans, GA, applicant, provided a presentation addressing access to the site, the traffic study that had been completed and that required traffic improvements would be at the expense of the developer, the sound study, and revegetation plans including planting of evergreens, native grasses, and wildflowers, and the planned 4-step stormwater control and treatment system. The applicant provided comparison between the proposed data center and the previous residential plans as part of the presentation.

The following members of the public spoke:

Jackie Stephens, 1808 Lonergan Hulme Road
Kim Cain, Gavin Road
Penelope Walden, 1887 Lonergan Hulme Road
Georgia Walden, 2261 Morris Calloway Road
Lee Muns, 6343 Harlem Grovetown Road
Dan Lanning, 825 Rolling Brook Lane
Cassandra McCay, 523 Cranberry Circle
Thomas Stevenson, Louisville Road
William Bailey, 4238 Whitehouse Street
Jonathan Klink, 1866 Lonergan Hulme Road
Susan Warren, 5129 North Tubman Road
Crystal Parten, 3171 Dozier Road
Lori Patterson, Faircloth Commons
Guy Fiebiger, 5206 White Oak Road
Eli Davis, 2197 Morris Calloway Road
Vin Muller, 6849 Pecan Road
Beth Connell, 2538 Falling Branch Lane
Bob Anderson, 409 Louisville Road

Members of the public expressed concerns regarding the process and seeming lack of care for residents' concerns including lack of discussion before the votes; why White Oak data center was not sufficient and why additional ones were needed; infrastructure implications including additional Georgia Power facilities and new natural gas lines and the inability of the roads to handle the additional traffic especially during construction; health impacts from the data center; environmental impacts including impacts on wetlands, increased wind tunnel effects once trees are gone, future flooding issues, and the need for ecologists and successional planting; cherry picking of the traffic data; preference for siting data centers on sites needing redevelopment like the Regency Mall; the impacts on the use of adjacent properties due to increased noise in the area; the lack of compatibility with Vision 2035 and residents' desire to keep this area rural; effects on home prices and increased cost of living (utility costs), and the fact that the data centers would not be required to pay stormwater fees. Residents requested that additional conditions be added to reduce the allowed noise volume to 50 or 55 dB at the property lines.

For further explanation on committee comments, please see the excerpt from the January 15th, 2026 Planning Commission meeting minutes included in this packet.

Vice-Chairman Holloway made a motion to recommend approval with conditions of file RZ26-01-02, Rezoning from a split zoned R-A (Residential Agricultural) & M-1 (Light Industrial) and R-A (Residential Agricultural) to D-C (Data Center), located at 1769 Lonergan Hulme Road, 6215 Natures Way, 1843 Lonergan Hulme Road, 1837 Lonergan Hulme Road, 1781 Lonergan Hulme Road, off Lonergan Hulme Road, 1803 Lonergan Hulme Road, 1805 Lonergan Hulme Road, 1807 Lonergan Hulme Road, and 6201 Gavin Road, Tax Map 029 Parcels 011, 011A, 006, 005, 006B, 010A, 010B, 009, 008A, 008 and Tax Map 040 Parcel 142, 944.27 +/- acres combined, and currently split zoned R-A (Residential Agricultural) & M-1 (Light Industrial) and R-A (Residential Agricultural).

Commissioner Lester seconded the motion.

The motion carried 4 – 1. Commissioner Cato opposed.

Conditions:
Water & Sewer:
1.The developer will fund all necessary water and sewer upgrades for the proposed project.
2. Prior to approval of a building permit for any structure on the site, provide a 5-year projection to include water projections and sanitary sewer projections. This will be updated, at a minimum, annually and will be required until full-scale project development is complete and/or when major technological changes or site infrastructure changes affect water usage.
3. A water and sewer usage agreement and/or drought management plan may be required. This will be assessed during site plan review or with the 5-year projection noted above.

Traffic Engineering:
A Traffic Impact Study is required for the project. The primary focus of the study is to evaluate the intersection capacity at Nature's Way and State Route 47 (Appling Harlem Road), as well as at Nature's Way and Louisville Road, in accordance with Checklist A 2 of the Project Access Improvement Policy. The study must include applicable ITE land uses and codes, traffic counts, and trip distribution based on existing conditions and project generated trips.

The impact analysis must include existing conditions (current year), no build (opening year), and build (opening year) capacity evaluations. The study must also provide recommendations for lane assignments and turn lane storage lengths at each intersection and all proposed driveways. Any costs associated with signalization, intersection modifications, utility relocation, or other related improvements shall be the responsibility of the developer.

The study shall also evaluate anticipated construction phase traffic volumes and ensure that haul route impacts are fully assessed, including operational and safety considerations. In addition, the study shall document existing roadway conditions along all designated construction haul routes prior to construction and provide a post construction evaluation identifying any damage attributable to construction traffic, ensuring that existing county roads are maintained in good condition.

Planning:
1.No access to Louisville Road is permitted.
2.Access to Lonergan Hulme Road shall be for Georgia Power maintenance access only.

COMMITTEE RECOMMENDATION / MOTION: *I make a motion to approve the request for a rezoning from a split zoned R-A & M-1 and R-A to D-C on property located at Tax Map 029 011, 011A, 006, 005, 006B, 010A, 010B, 009, 008A, 008 and Tax Map 040 142 subject to the conditions enumerated in the January 15, 2026 Planning Commission report.*

The following is a draft of the actions taken at the January 15th, 2026 Columbia County Planning Commission meeting. This document has not been reviewed or approved by the Planning Commission and is not an official record of the meeting. The Planning Commission will approve the official minutes on February 5th, 2026

RZ26-01-02, Rezoning from a split zoned R-A (Residential Agricultural) & M-1 (Light Industrial) and R-A (Residential Agricultural) to D-C (Data Center), located at 1769 Lonergan Hulme Road, 6215 Natures Way, 1843 Lonergan Hulme Road, 1837 Lonergan Hulme Road, 1781 Lonergan Hulme Road, off Lonergan Hulme Road, 1803 Lonergan Hulme Road, 1805 Lonergan Hulme Road, 1807 Lonergan Hulme Road, and 6201 Gavin Road, Tax Map 029 Parcels 011, 011A, 006, 005, 006B, 010A, 010B, 009, 008A, 008 and Tax Map 040 Parcel 142, 944.27 +/- acres combined, and currently split zoned R-A (Residential Agricultural) & M-1 (Light Industrial) and R-A (Residential Agricultural).

Staff member Will Butler presented the staff recommendation.

Chairman Moody opened the public hearing at 8:24PM.

Keith Lawrence, Evans, GA, applicant, provided a presentation addressing access to the site, the traffic study that had been completed and that required traffic improvements would be at the expense of the developer, the sound study, and revegetation plans including planting of evergreens, native grasses, and wildflowers, and the planned 4-step stormwater control and treatment system. The applicant provided comparison between the proposed data center and the previous residential plans as part of the presentation.

The following members of the public spoke:

Jackie Stephens, 1808 Lonergan Hulme Road

Kim Cain, Gavin Road

Penelope Walden, 1887 Lonergan Hulme Road

Georgia Walden, 2261 Morris Calloway Road

Lee Muns, 6343 Harlem Grovetown Road

Dan Lanning, 825 Rolling Brook Lane

Cassandra McCay, 523 Cranberry Circle

Thomas Stevenson, Louisville Road

William Bailey, 4238 Whitehouse Street

Jonathan Klink, 1866 Lonergan Hulme Road

Susan Warren, 5129 North Tubman Road

Crystal Parten, 3171 Dozier Road

Lori Patterson, Faircloth Commons

Guy Fiebiger, 5206 White Oak Road

Eli Davis, 2197 Morris Calloway Road

Vin Muller, 6849 Pecan Road

Beth Connell, 2538 Falling Branch Lane

Bob Anderson, 409 Louisville Road

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Members of the public expressed concerns regarding the process and seeming lack of care for residents' concerns including lack of discussion before the votes; why White Oak data center was not sufficient and why additional ones were needed; infrastructure implications including additional Georgia Power facilities and new natural gas lines and the inability of the roads to handle the additional traffic especially during construction; health impacts from the data center; environmental impacts including impacts on wetlands, increased wind tunnel effects once trees are gone, future flooding issues, and the need for ecologists and successional planting; cherry picking of the traffic data; preference for siting data centers on sites needing redevelopment like the Regency Mall; the impacts on the use of adjacent properties due to increased noise in the area; the lack of compatibility with Vision 2035 and residents' desire to keep this area rural; effects on home prices and increased cost of living (utility costs), and the fact that the data centers would not be required to pay stormwater fees. Residents requested that additional conditions be added to reduce the allowed noise volume to 50 or 55 dB at the property lines.

Chairman Moody closed the public hearing at 9:56PM.

Vice-Chairman Holloway made a motion to recommend approval with conditions of file RZ26-01-02, Rezoning from a split zoned R-A (Residential Agricultural) & M-1 (Light Industrial) and R-A (Residential Agricultural) to D-C (Data Center), located at 1769 Lonergan Hulme Road, 6215 Natures Way, 1843 Lonergan Hulme Road, 1837 Lonergan Hulme Road, 1781 Lonergan Hulme Road, off Lonergan Hulme Road, 1803 Lonergan Hulme Road, 1805 Lonergan Hulme Road, 1807 Lonergan Hulme Road, and 6201 Gavin Road, Tax Map 029 Parcels 011, 011A, 006, 005, 006B, 010A, 010B, 009, 008A, 008 and Tax Map 040 Parcel 142, 944.27 +/- acres combined, and currently split zoned R-A (Residential Agricultural) & M-1 (Light Industrial) and R-A (Residential Agricultural).

Commissioner Lester seconded the motion.

The motion carried 4 – 1, Commissioner Cato opposed.

Conditions:

Water & Sewer:

1. The developer will fund all necessary water and sewer upgrades for the proposed project.
2. Prior to approval of a building permit for any structure on the site, provide a 5-year projection to include water projections and sanitary sewer projections. This will be updated, at a minimum, annually and will be required until full-scale project development is complete and/or when major technological changes or site infrastructure changes affect water usage.
3. A water and sewer usage agreement and/or drought management plan may be required. This will be assessed during site plan review or with the 5-year projection noted above.

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Traffic Engineering:

A Traffic Impact Study is required for the project. The primary focus of the study is to evaluate the intersection capacity at Nature's Way and State Route 47 (Appling Harlem Road), as well as at Nature's Way and Louisville Road, in accordance with Checklist A 2 of the Project Access Improvement Policy. The study must include applicable ITE land uses and codes, traffic counts, and trip distribution based on existing conditions and project generated trips.

The impact analysis must include existing conditions (current year), no build (opening year), and build (opening year) capacity evaluations. The study must also provide recommendations for lane assignments and turn lane storage lengths at each intersection and all proposed driveways. Any costs associated with signalization, intersection modifications, utility relocation, or other related improvements shall be the responsibility of the developer.

The study shall also evaluate anticipated construction phase traffic volumes and ensure that haul route impacts are fully assessed, including operational and safety considerations. In addition, the study shall document existing roadway conditions along all designated construction haul routes prior to construction and provide a post construction evaluation identifying any damage attributable to construction traffic, ensuring that existing county roads are maintained in good condition.

Planning:

1.No access to Louisville Road is permitted.

2.Access to Lonergan Hulme Road shall be for Georgia Power maintenance access only.

REZONING

FILE : RZ26-01-02 Rezoning-R-A/M-1 to D-C

Property Information	
Tax Map/Parcel ID	**Tax Map 029 Parcels 011, 011A, 006, 005, 006B, 010A, 010B, 009, 008A, 008 & Tax Map 040 Parcel 142**
Address/Location	**1769 Lonergan Hulme Road, 6215 Natures Way, 1843 Lonergan Hulme Road, 1837 Lonergan Hulme Road, 1781 Lonergan Hulme Road, off Lonergan Hulme Road, 1803 Lonergan Hulme Road, 1805 Lonergan Hulme Road, 1807 Lonergan Hulme Road, and 6201 Gavin Road**
Acreage (+/-)	**944.27 +/- acres total**
Current Zoning	**Split zoned R-A (Residential Agricultural) & M-1 (Light Industrial) and R-A (Residential Agricultural)**
Current Use	**Undeveloped and Single Family Residential**
Request	**Rezoning to D-C (Data Center) for proposed data center development**
Commission District	**District 4 (Couch)**
Recommendation	**Approval with Conditions**

Summary and Recommendation

Owners David M. Byrd & David M. Byrd Enterprises, LLP, CSRA Byrd Farms, LLC, Grand Oak Farms, LLC, Mark Randall Tankersley & Cecilia L. Tankersley, Constance Marie Holley, Ryan Neil Crosby, Melissa D. Willis, Melanie C. Morin & Gordon A. Morin, and Jimmy F. Brown & Charlotte N. Brown and applicant Byrd Farms, LLC request a rezoning from a split zoned R-A (Residential Agricultural) & M-1 (Light Industrial) and R-A (Residential Agricultural) to D-C (Data Center) for proposed data center development for property located at 1769 Lonergan Hulme Road, 6215 Natures Way, 1843 Lonergan Hulme Road, 1837 Lonergan Hulme Road, 1781 Lonergan Hulme Road, off Lonergan Hulme Road, 1803 Lonergan Hulme Road, 1805 Lonergan Hulme Road, 1807 Lonergan Hulme Road, and 6201 Gavin Road, Tax Map 029 Parcels 011, 011A, 006, 005, 006B, 010A, 010B, 009, 008A, 008 and Tax Map 040 Parcel 142, 944.27 +/- acres combined, and currently split zoned R-A (Residential Agricultural) & M-1 (Light Industrial) and R-A (Residential Agricultural). The applicant has included a nonbinding concept plan, narrative, visual survey, and an environmental noise level survey with their application.

The subject properties are located on the east side of Lonergan Hulme Road, the north side of Natures Way, the end of Gavin Road, and the west side of Louisville Road. Properties to the north are zoned R-A (Residential Agricultural), properties to the east are zoned R-1 (Single Family Residential) and R-A across Louisville Road, properties to the south are zoned M-1 (Light Industrial), and properties to the west across Lonergan Hulme Road are zoned S-1 (Special) for American Concrete, R-A, M-1 (Light Industrial) and S-1 which is owned currently by Georgia Power, but is zoned for Abilene Baptist Church.

The applicant is requesting the rezoning to the recently adopted D-C (Data Center) zoning district. This district was created specifically for the development of data centers, research and development facilities and associated accessory uses only. The primary uses are noted as industrial uses within

Columbia County Code and are limited via use provisions that address the unique aspects, such as sound, power generation, and lighting of the uses permitted in this district. For clarification, those use provisions noted in Columbia County Code are required to be complied with as part of development of any site under this zoning district.

The proposed conceptual plan shows development of a total of 18, one story, data center buildings, each approximately 276,000 square feet in size for a total of approximately 4,968,000 building square feet. These are shown throughout the site, but oriented towards the center. The conceptual plan also shows a substation and transmission area located centrally on the site. Stormwater management facilities are shown throughout the site.

Access to the site is from multiple points. On Lonergan Hulme, the only access is shown towards the northern portion of the site and is noted as Georgia Power maintenance access only. The request does propose a realignment of Nature's Way that begins at Tax map 040 Parcel 046A (the former Springtime location) and brings Nature's Way further south towards the I-20 right of way, parallel I-20 and then realign with the existing Nature's Way approximately 500 feet to the west of 6135 Nature's Way. Primary access to the development is proposed generally centrally on the realigned Nature's Way with a proposed secondary access approximately 125 feet to the west of the former Springtime westernmost property line. Due to data centers being secure facilities, a security check-in is noted off the primary access on Nature's Way. The conceptual plan also shows a secondary access on Louisville Road, but a condition to remove that access is a part of this request.

The requested D-C zoning district does have more significant buffers than typical development with a 500-foot buffer required along any property line that abuts a residential or agricultural use, a 250-foot buffer along all other property lines, and a minimum 50-foot buffer along an interstate. All buffers on the site are to remain undisturbed to the maximum extent practicable, except for necessary access points and utility crossings which shall cross the buffer in as horizontal a manner as feasible. While there is a method of decreasing the 500 foot and 250-foot buffers by half if a planted berm is utilized, the applicant has not proposed a decrease on their conceptual plan or within their narrative. The applicant has provided a sight line analysis at certain points on the residential side of the development showing how the proposed buffer should function. With the caveat that there is a requirement within the D-C district to supplement a buffer if it is insufficient, the analysis does show that vegetation should provide a sufficient buffer. However, as with all buffers, actual construction of the site and existing situations on the ground will dictate the amount and type of supplementation that is required and will not be absolutely known until construction.

Per the requirements of the D-C district, the applicant has included a sound study showing existing ambient noise levels throughout the site. This is required according to the use provisions of the district. Per those provisions, a facility may not emit noise that exceeds 70 decibels (db) measured at the exterior property line. The sound study presented must show ambient noise levels at the exterior property line as essentially a base line measurement prior to construction. However, prior to issuance of a Certificate of Occupancy for each building, a sound study showing compliance with that 70 db measurement at the exterior property line shall be provided. The applicant has provided a study showing ambient noise levels at six sites throughout the proposed development area. The information provided ranged from 44.2 decibels on the northern end of the site to a measurement of 54.4 on the Louisville Road side of the development. The applicant has also provided two additional studies showing modeled maximum anticipated operational sound contours during typical mechanical

operations (noted as all chillers and the substation operating), as well as during emergency operations (noted as all chillers, all generators, and the substation operating). While this would be further reviewed prior to issuance of a Certificate of Occupancy for each building, the contour modeling at a conceptual level is beneficial at this phase of review as well.

Review and Recommendation

As noted, the D-C classification includes use standards that are built into it that are often conditions of zoning or that are there to address particular issues with the uses permitted in the district. As noted within the ordinance, the classification may generate visual, noise, or utility impacts that distinguish them from conventional industrial activity. This includes requirements addressing generators that require them to be located away from any adjacent property, located to the interior of a site or proposed building complex, and to not be located within either a buffer or building setback. Further, testing is limited (between 9AM and 5PM, for no more than two hours daily on weekdays, and not on Federal holidays) and generator use is limited to backup or emergency use only. Since lighting can be a detriment to surrounding areas, there are requirements for full cut off lighting (prohibits any light vertically projecting) and directing it away from any adjacent residential or agricultural property. Mechanical equipment which can be unsightly is required to be screened if visible to adjacent property or roads. In a similar manner, substations are required to be screened to not be visible at ground level from adjoining property or a public street.

Since it is potentially feasible for cooling to use a lot of water, the use provisions also make it clear that any upgrades required to Columbia County owned utilities, such as water or sewer, is the sole responsibility of the applicant. While already being required, the use provisions further note that the development must meet all local, state, and federal requirements regarding applicable environmental regulations at the time of construction. Also included is that a letter from the utility provider for the development verifying that the owner, operator, or developer is in compliance with all policies, procedures, and guidelines established by the provider. Lastly, the use provisions also include a cessation of operations component that spells out what happens to the site if permanent cessation of operations occurs. Again, these are typically included as conditions or within a narrative, but are made a part of Columbia County Code for this district.

However, staff do have several concerns with the request and have proposed conditions to address them. Water Utility has requested that a 5-year projection to include water and sanitary sewer projections be provided prior to approval of a building permit for any structure on the site. This is proposed to be updated, at a minimum, yearly until full-scale project development is complete and/or if major technological changes or site infrastructure changes affect water usage. The intent behind this is to have communication and collaboration on any proposed utility upgrades that may be required to allow for better coordination over time. This would still be solely on the developer or owner to pay for to be clear. Water Utility may also require a drought management plan and/or water and sewage usage agreement to be entered into. This will be assessed during civil site plan review or with the 5-year projection. Lastly, a condition that reiterates that the developer will fund all necessary water and sewer upgrades for the proposed project is requested. This is also a part of the current Code for this district, but this is reiterated here.

Traffic Engineering has proposed a condition that a traffic study be required for this project. The White Oak Technology Park submittal (RZ25-05-02) provided a similar traffic study showing existing, no-build,

and build traffic improvements surrounding that development and a similar study is required here as well. However, Traffic Engineering has also requested that anticipated construction phase traffic volumes be evaluated and the study shall document existing roadway conditions along all designated construction haul routes prior to construction and provide a post-construction evaluation identifying any damage attributable to construction traffic, ensuring that existing county roads are maintained in good condition. In preliminary conversations with the applicant this is acceptable to include as well.

Planning also proposes a condition that no access to Louisville Road be permitted and that access on Lonergan Hulme be for Georgia Power maintenance only. This is similar to a proposed condition with RZ26-01-03 to keep primary access points away from existing residential development as much as possible.

Regarding the Vision 2035 Future Development Map, the entirety of the proposed development is within the Neighborhoods Character Area. This Area is characterized by moderate density residential development. This Area is intended to preserve established neighborhoods and create quality new residential construction at suburban densities. Primary future land uses include moderate density, detached single family uses and civic benefits such as community centers, libraries, places of worship, and schools. The request is not for detached single family development, but on the western side of Lonergan Hulme the Character Area is an Employment Activity Center. An Employment Activity Center is characterized by compact, higher density development that supports major employers. The intent is to enhance and create employment centers that also include supporting commercial and mixed-use developments in close proximity. Primary future land uses include master planned business parks or industrial parks, light industrial, heavy industrial, mid-rise office, restaurants, retail, hotels, and civic uses. Vision 2035 does have within it the ability for a Character Area to grow over time if a request meets the intent and primary future land use. This proposal is for an essentially single use industrial park, so this would meet the primary future land use for the Employment Activity Center. In addition, the property has existing high power electrical service lines generally located centrally on the site. Data center development can benefit from direct access to those existing power lines, so there is a basis that this would be a reasonable location for data centers.

Columbia County is also in the process of updating Vision 2035 to a new comprehensive plan titled Foundations for the Future. This plan has not been adopted yet but does give some insight into the changes proposed for this area in the most recent October 31st, 2025 draft. The entirety of this request is within a new Character Area titled Technology and Industrial. This Area includes facilities involved in technology, applied research, manufacturing, processing, storage, distribution of goods and materials, as well as research centers, data centers, tech industries, and flex spaces. Heavier industrial areas, such as quarries, milling, and lumber operations, are also included. This area is intended to help diversify the County's tax base by attracting industries and providing employment opportunities. Future technology, data, manufacturing, and industrial growth should be prioritized where utilities and easy access to major transportation corridors already exist or are planned. Structures should be located within a larger landscaped campus to ensure industrial uses are properly buffered from residential and lesser intense uses. Again, with the caveat that this has not been fully adopted and is still under review, it appears that the request would meet the intent of the Foundations for the Future comprehensive plan. Considering both the existing Vision 2035 and proposed Foundations for the Future Character Area for this site, staff agree that this proposal would be compatible with either plan.

Due to the reasoning outlined above, staff recommends **approval with conditions** of the request for the rezoning of a split zoned R-A (Residential Agricultural) & M-1 (Light Industrial) and R-A (Residential Agricultural) to D-C (Data Center) for proposed data center development for property located at 1769 Lonergan Hulme Road, 6215 Natures Way, 1843 Lonergan Hulme Road, 1837 Lonergan Hulme Road, 1781 Lonergan Hulme Road, off Lonergan Hulme Road, 1803 Lonergan Hulme Road, 1805 Lonergan Hulme Road, 1807 Lonergan Hulme Road, and 6201 Gavin Road, Tax Map 029 Parcels 011, 011A, 006, 005, 006B, 010A, 010B, 009, 008A, 008 and Tax Map 040 Parcel 142, 944.27 +/- acres combined, and currently split zoned R-A (Residential Agricultural) & M-1 (Light Industrial) and R-A (Residential Agricultural).

Interdepartmental Review

A copy of this staff report, including a list of all recommended zoning conditions, is sent to the applicant and owner of the property in question prior to the public hearing.

Conditions:

Water & Sewer:

1. The developer will fund all necessary water and sewer upgrades for the proposed project.
2. Prior to approval of a building permit for any structure on the site, provide a 5-year projection to include water projections and sanitary sewer projections. This will be updated, at a minimum, annually and will be required until full-scale project development is complete and/or when major technological changes or site infrastructure changes affect water usage.
3. A water and sewer usage agreement and/or drought management plan may be required. This will be assessed during site plan review or with the 5-year projection noted above.

Traffic Engineering:

A Traffic Impact Study is required for the project. The primary focus of the study is to evaluate the intersection capacity at Nature's Way and State Route 47 (Appling Harlem Road), as well as at Nature's Way and Louisville Road, in accordance with Checklist A-2 of the Project Access Improvement Policy. The study must include applicable ITE land uses and codes, traffic counts, and trip distribution based on existing conditions and project-generated trips.

The impact analysis must include existing conditions (current year), no-build (opening year), and build (opening year) capacity evaluations. The study must also provide recommendations for lane assignments and turn-lane storage lengths at each intersection and all proposed driveways. Any costs associated with signalization, intersection modifications, utility relocation, or other related improvements shall be the responsibility of the developer.

The study shall also evaluate anticipated construction-phase traffic volumes and ensure that haul route impacts are fully assessed, including operational and safety considerations. In addition, the study shall document existing roadway conditions along all designated construction haul routes prior

to construction and provide a post-construction evaluation identifying any damage attributable to construction traffic, ensuring that existing county roads are maintained in good condition.

Planning:

1. No access to Louisville Road is permitted.
2. Access to Lonergan Hulme Road shall be for Georgia Power maintenance access only.

Comments:

Broadband:
The Columbia County Community Broadband Utility (C3BU) is responsible for maintaining underground fiber optic cables within designated utility easements. Any relocation, burial, or modification of these cables by property owners, developers, or subcontractors is strictly prohibited without prior coordination with C3BU.

Developers must directly coordinate any adjustments to the cable's conduit positioning or depth with C3BU and are fully responsible for all associated costs, including construction expenses.

Additionally, if fiber optic cables or conduits sustain damage due to construction activities—such as grading or excavation—by property owners, developers, or subcontractors, those parties will be held accountable for repair costs and any resulting revenue loss.

Building Standards:
All new construction and/or renovation work must meet all applicable codes and amendments adopted by Columbia County, GA. These include, but are not limited to, the International Building Code, International Fire Code, National Electrical Code, International Mechanical Code, International Fuel Gas Code, International Plumbing Code, Life Safety Code, Existing Building Code, Swimming Pool and Spa Code, and Columbia County ordinances.

Environmental:
State Waters are present on the property. There is a 25-foot buffer from the edge of wrested vegetation along all state waters. Any disturbances to the 25-foot buffer must be approved by the Georgia Environmental Protection Division prior to such disturbance taking place.

Wetlands and Waters of the U.S. are present on the property. Columbia County strongly encourages an Aquatic Resources Delineation Verification (ARDV) be procured from the U.S. Army Corps of Engineers for this project. If any disturbances to the wetlands or waters of the U.S. are proposed, Columbia County will require the Aquatic Resources Delineation Verification be accompanied by correspondence from the U.S. Army Corps of Engineers stating permit coverage has been obtained or permit coverage is not needed.

According to FEMA FIRM 13073C0120E and 13073C0210E, this property contains A zone w/established BFEs. A Conditional Letter of Map Amendment based on Fill (CLOMR-F) must be approved by FEMA if modifications to the site result in fill within the floodplain/floodway limits.

ES&PC

1. The concept proposes 4,968,000 sq. ft. (~114 acres) of disturbance related to buildings. All plans submitted with ≥50 acres of disturbance must first obtain a 50-acre approval letter from the GA Environmental Protection Division (GA EPD) PRIOR TO submittal for ES&PC Plan review.
2. There are multiple topographical draws which lead to Benton Branch and Kiokee Creek that are not indicated on the concept plans as state waters. All potential ephemeral, intermittent, or perennial streams must be delineated as either buffered or unbuffered by Columbia County Stormwater Compliance and/or GA EPD prior to plan approval. This process will likely take days to weeks based on the scale of the project and possible weather delays.
3. A wetland delineation will be required prior to plan approval.
4. Proposed impacts to Waters of the U.S, buffered state waters, wetlands, and FEMA floodplains will be subject to permitting by their respective regulatory agencies. Unpermitted impacts of any environmentally sensitive areas will result in enforcement actions by one or more regulatory agencies.
5. The Euchee Creek Force Main is proposed and being built in the approximate area of a stormwater pond just north of the GA Power easement. This could affect the pond and building location.

Fire Marshal:
All new developments, new and existing buildings, structures, and premises, and building rehabilitation must meet all applicable codes and amendments adopted by Columbia County, GA. These include but are not limited to the Rules and Regulations of the State of Georgia, Chapter 120-3-3, the International Fire Code, including Appendix D, the NFPA 101 Life Safety Code, and the GA Accessibility Code, 120-3-20. Special attention should be given to the required Fire Service Features, and Fire Apparatus Access Roads. The concept plan does not provide enough details to verify compliance. The primary and secondary access roads do not appear to be remote in accordance with IFC Section D104.

Fire Department:
The concept plan lacks sufficient information to verify compliance. Further review during the civil site plan review will be required. In addition, more information on the realignment of Nature's Way will be requested during the civil site plan review.

Health Department:
Sewer is not currently available. If septic is to be utilized, a Level III soil survey to determine suitability of the soil for a septic system.

Planning:
Conditions supplement but do not eliminate other code requirements which pertain to site development. No variances from Code have been expressed or implied. In case of conflicts, the more restrictive item shall prevail over the less restrictive item.

Stormwater Management:

1. The site improvements will disturb more than one acre, therefore the proper NPDES permit and associated fees must be submitted to the Georgia Environmental Protection Division (EPD) and Columbia County 14 days prior to land disturbance.

2. Stormwater detention will be required unless site improvements result in no net increase in runoff.
3. Stormwater Quality will be required.

Pre-Construction:
Columbia County advises that project planning should account for P.I. 0019424, currently in the concept development stage. The proposed design includes a new interchange at Louisville Road and I-20, featuring corridor improvements and symmetrical widening of Louisville Road from two to three lanes (both north and south of the interchange). The current concept necessitates significant right-of-way acquisition of Parcel 040 054 to accommodate dual teardrop roundabouts.

Water & Sewer:
1. Easements and ingress/egress access to all county owned utilities will be required.
2. Further questions and discussion regarding water and sewer infrastructure will take place at a required pre-development meeting prior to site plan submittal.

Criteria for Evaluation of Rezoning Proposal

1. **Whether the zoning proposal will permit a use that is suitable in view of the zoning and development of adjacent and nearby property.**
   The subject properties are located on the east side of Lonergan Hulme Road, the north side of Nature's Way, the end of Gavin Road, and the west side of Louisville Road. Properties to the north are zoned R-A (Residential Agricultural), properties to the east are zoned R-1 (Single Family Residential) and R-A across Louisville Road, properties to the south are zoned M-1 (Light Industrial), and properties to the west across Lonergan Hulme Road are zoned S-1 (Special) for American Concrete, R-A, M-1 (Light Industrial) and S-1 which is owned currently by Georgia Power, but is zoned for Abilene Baptist Church. Several adjacent or nearby properties are zoned for industrial use.

2. **Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.**
   The applicant has not requested a reduction in any of the required buffers and staff have included conditions regarding particular issues with water, sewer, and traffic that were of concern. Further, the use provisions of the D-C district should mitigate any other issues.

3. **Whether the zoning proposal is compatible with the purpose and intent of the Vision 2035 Comprehensive Plan.**
   In regard to the Vision 2035 Future Development Map, the entirety of the proposed development is within the Neighborhoods Character Area. This Area is characterized by moderate density residential development. This Area is intended to preserve established neighborhoods and create quality new residential construction at suburban densities. Primary future land uses include moderate density, detached single family uses and civic benefits such as community centers, libraries, places of worship, and schools. The request is not for detached single family development, but on the western side of Lonergan Hulme the Character Area is an Employment Activity Center. An Employment Activity Center is characterized by compact, higher density development that supports major employers. The intent is to enhance and create employment

centers that also include supporting commercial and mixed-use developments in close proximity. Primary future land uses include master planned business parks or industrial parks, light industrial, heavy industrial, mid-rise office, restaurants, retail, hotels, and civic uses. Vision 2035 does have within it the ability for a Character Area to grow over time if a request meets the intent and primary future land use. This proposal is for an essentially single use industrial park, so this would meet the primary future land use for the Employment Activity Center. In addition, the property has existing high power electrical service lines generally located centrally on the site. Data center development can benefit from direct access to those existing lines, so there is a basis that this would be a reasonable location for data centers.

Columbia County is also in the process of updating Vision 2035 to a new comprehensive plan titled Foundations for the Future. This plan has not been adopted yet but does give some insight into the changes proposed for this area in the most recent October 31st, 2025 draft. The entirety of this request is within a new Character Area titled Technology and Industrial. This Area includes facilities involved in technology, applied research, manufacturing, processing, storage, distribution of goods and materials, as well as research centers, data centers, tech industries, and flex spaces. Heavier industrial areas, such as quarries, milling, and lumber operations, are also included. This area is intended to help diversify the County's tax base by attracting industries and providing employment opportunities. Future technology, data, manufacturing, and industrial growth should be prioritized where utilities and easy access to major transportation corridors already exist or are planned. Structures should be located within a larger landscaped campus to ensure industrial uses are properly buffered from residential and lesser intense uses. Again, with the caveat that this has not been fully adopted and is still under review, it appears that the request would meet the intent of the Foundations for the Future comprehensive plan. Considering both the existing Vision 2035 and proposed Foundations for the Future Character Area for this site, staff agrees that this proposal would be compatible with either plan.

4. **Whether there are substantial reasons why the property cannot or should not be used as currently zoned.**
   The property could be utilized for residential or agricultural use as currently zoned.

5. **Whether the zoning proposal will result in a use that will or could cause an excessive or burdensome use of public facilities or services, including, but not limited to, existing streets and transportation facilities, schools, water or sewer utilities and police or fire protection.**
   Staff have provided proposed conditions, as well as the use provisions for the D-C district that should serve to mitigate any issues with public facilities or services. The developer is required to pay for all upgrades to the water and sewer system and with the proposed condition regarding a traffic study, it is likely that additional upgrades to existing streets in the area will be required at the expense of the developer.

6. **Whether the zoning proposal is supported by new or changing conditions not anticipated by the growth management plan or reflected in the existing zoning on the property or surrounding properties**
   See staff recommendation above. Foundations for the Future proposes a new Character Area that addresses this request in full.

7. **Whether the zoning proposal reflects a reasonable balance between the promotion of the public health, safety, morality or general welfare against the right to unrestricted use of property**
   Taking into account the proposed conditions and use provisions of the district, this proposal reflects a reasonable balance between the promotion of the public health, safety, morality, or general welfare against the right to unrestricted use of property.

From: [redacted]
To: Planning
Subject: Data center proposals
Date: Wednesday, January 14, 2026 11:36:57 AM

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I've read the planning proposals for Byrd Farms and Pumpkin center. Both seem to use a "word salad" to describe their overall function and give no specifics. This is really disturbing.

Tyler Wahlert
Sent from my iPhone

From: [redacted]
To: Moody, Mark; Lester, Jamie; Wilder, Russell A.; Holloway, Emory; PlanningCommission
Subject: Fwd: Data Centers in Columbia County
Date: Wednesday, January 14, 2026 9:03:47 PM

CAUTION: This email originated from outside of the Columbia County email system. Please exercise caution before clicking links, opening attachments, replying, or providing information to the sender.

Dear Members of the Planning Commission,
Please see the email below. Despite your being the initial safeguard for citizens against overreaching development by reviewing proposed zoning/rezoning requests and making recommendations to prohibit catastrophes like the plan for this area of the county, I did send the email to the commissioners below. They have demonstrated that they have the final vote and their override of your no to the quarry proved that.
Please know that I sincerely appreciate the work that you do and ask that you consider the very personal impact that the requests being reviewed tomorrow night brings. I would appreciate a vote against it for the reasons outlined below.
Thank you,
Kim Cooper

Begin forwarded message:

From: Kim Cooper [redacted]
Date: January 14, 2026 at 8:34:06 PM EST
To: Commissioners CC <commissioners@columbiacountyga.gov>
Subject: Data Centers in Columbia County

Dear Commissioners,

I am writing to vehemently oppose and request the outright denial of the proposed rezoning requests for hyperscale data centers in Columbia County, which are scheduled for consideration at the Planning Commission meeting on January 15, 2026, My understanding is that this includes the Byrd Farms Technology Campus (approximately 944 acres bordered by I-20, Lonergan Hulme Road, Louisville Road, and Langston Avenue), the Pumpkin Technology Campus (about 420 acres bordered by I-20, Appling-Harlem Highway, and Wrightsboro Road near Pumpkin Center), and the expansion of White Oak Technology Park (up to 1,900 acres near Morris Callaway Road and Innovation Parkway, adjacent to the existing White Oak Business Park). All three

require rezoning approvals under the recently established Data Center (D-C) district, and approving them would represent an unacceptable assault on our rural community, infrastructure, environment, and property values. It would also cause a direct negative impact on my family

Imagine raising your child to work hard, save money, dream big and invest local. They achieve their dream in their mid-twenties only to learn it is being threatened by massive industrial projects cosigned by a local government that you all supported. My son and his wife were both raised in Columbia County, where they deliberately chose to build their dream home at 1517 Wrightsboro Road in Appling, fully relying on the existing planning and zoning rules that assured the preservation of the area's peaceful, rural, residential character. This 2.84-acre property—valued at $667,448 per the county's assessment—represents their lifelong investment and expectation that the surrounding land would remain compatible with family living, not industrial-scale server farms. The proposed Pumpkin Technology Campus borders Wrightsboro Road directly, placing massive facilities within half a mile or less of their home, based on site descriptions and maps. The Byrd Farms site is nearby (a few miles apart in the Appling area), and the White Oak expansion is approximately 3-5 miles away near the I-20 Appling-Harlem exit. This aggressive clustering of three enormous projects is a blatant betrayal of the zoning stability that guided their decision to build here, and it must be rejected to honor the commitments made under prior rules. Otherwise, what they have worked, saved and dreamed of will be shattered.

Hyperscale data centers inflict severe, irreversible damage that far outweighs any claimed benefits. The relentless noise from cooling fans and diesel generators—often creating a persistent hum audible for miles—will destroy the tranquility residents cherish, as repeatedly documented in affected communities. Heavy truck traffic during construction and ongoing operations will overload rural roads like Wrightsboro Road, Appling-Harlem Highway, and Lonergan Hulme Road, posing serious safety risks

and congestion. Environmentally, these facilities guzzle millions of gallons of water daily for cooling and place enormous strain on Georgia's power grid, potentially driving up utility rates for all residents—as evidenced by similar booms elsewhere in the state that have prompted moratoriums and rate concerns. With one data center already approved and progressing nearby, rushing these additional three without comprehensive safeguards is grossly irresponsible.

These developments also directly threaten property values in our rural neighborhoods. Research on hyperscale data centers consistently shows negative impacts from noise, visual industrial blight, and perceived or real environmental risks, with residential properties in close proximity experiencing value declines of 5-25% or greater. In tranquil rural areas like Appling—where buyers prioritize peace over tech infrastructure—homes near these sites become significantly harder to sell, with minimal offsetting job creation. For my son's property, this could mean a devastating loss of $33,000 to $167,000 or more in equity – if they could sell it and undermined the stability they sought when building under the county's then-current zoning assurances and growth plans.

Compounding these issues is the profound lack of public transparency that has characterized this entire process, eroding trust and raising serious questions about fairness and open government. Non-disclosure agreements (NDAs) have concealed key details from residents for months, limiting meaningful input until rezoning applications were far advanced. Critical information—such as full environmental impact assessments, potential end-users, water and power demands, and true long-term tax implications—has only emerged piecemeal through persistent public pressure and open records requests. This opacity suggests a prioritization of developer interests over community well-being, and it violates the principles of democratic decision-making. Commissioners must demand full disclosure and reject these proposals until genuine transparency is achieved.

These data centers are extraordinarily resource-intensive. The

White Oak proposal alone could require millions of gallons of water and generate equal gallons of wastewater per day, yet the county has not provided verified, publicly accessible impact assessments for water tables, streams, or wastewater infrastructure capacity. The public has repeatedly been told that the data doesn't show that or that concerns will be addressed, yet basic analyses, and environmental studies have not been made available in a transparent manner. This fuels distrust that important information is being withheld or delayed until after decisions are effectively already made.

Columbia County has already permitted one data center amid widespread concern; approving these three more—without independent studies, robust community engagement, or alternatives like a moratorium (as implemented in other Georgia counties)—would be a clear dereliction of duty to protect residents that you were elected to serve. I ask that you deny all rezoning requests and enact stronger protections to safeguard our rural heritage from unchecked industrial expansion. Families like mine invested here in good faith, expecting the county to uphold its zoning promises—not to sacrifice our quality of life and potentially our health for speculative gains.

I will attend the January 15 public hearing to voice these concerns in person and remain available for further discussion.

Sincerely,

Kim Cooper

1399 Waterston Drive

Evans, Ga 30809

7065649447

From: [redacted]
To: Planning
Subject: Public Comment on RZ26-01-01, RZ26-01-02, and RZ26-01-03 — Columbia County Planning Commission - January 15, 2026 Meeting
Date: Thursday, January 15, 2026 6:00 08 PM

CAUTION: This email originated from outside of the Columbia County email system. Please exercise caution before clicking links, opening attachments, replying, or providing information to the sender.

Columbia County Planning Commissioners,

My name is Zajkia Walker, and I am a resident and homeowner in GreenPoint South. I am unable to attend the hearing in person, and I request this comment be entered into the public record. Please redact my house number, email address, and phone number from any public dissemination.

I bought my home and invested my family's future here because Columbia County approved, and developers marketed, a master-planned, family-oriented, walkable community with green space, trails, neighborhood amenities, and long-term residential growth. What is now proposed under RZ26-01-01, the Pumpkin Data Center, is a direct reversal of that plan and a breach of trust with the families who relied on those commitments.

Where I stand

- I strongly oppose RZ26-01-01 (Pumpkin Data Center).
- While I still have serious concerns, I am more ambivalent about RZ26-01-02 and RZ26-01-03 primarily because they are across I-20 and not immediately adjacent to established neighborhoods. RZ26-01-01 is different: it is proposed directly across from homes and in close proximity to Harlem Middle School. **That difference matters.**
- Regardless of which application(s) the County favors, residents are asking for a **cumulative-impact** approach and binding, enforceable commitments, not projections, before any approvals.

This is not a "no growth" or reflexive "NIMBY" letter. Growth is inevitable. The question is whether it serves the public interest to convert land intended for community-building into a specialized industrial use, especially when other locations exist and have not yet been built out or evaluated for real-world impacts.

1) Integrity in planning: GreenPoint was approved as a community—RZ26-01-01 replaces that with industrial use

This is not just a technical zoning question. It is about whether the County's long-range planning can be relied upon.

GreenPoint South residents bought into a vision the County approved: neighborhoods, open space, trails, and neighborhood-serving development. RZ26-01-01 would replace that community trajectory with an industrial campus that does not provide the same public fabric, walkability, or family-oriented environment.

When **residents invest their life savings** based on County approvals, the County has an obligation to treat those expectations as more than a marketing brochure. A pivot from "walkable community" to "industrial data center next to homes" demands extraordinary justification and I do not see that justification here.

2) Land-use compatibility: RZ26-01-01 is the wrong site

Even residents who are open-minded about data centers in more appropriate locations draw a clear line at RZ26-01-01 because of its **direct adjacency to homes and the proximity to children and schools.**

A data center is not "just another commercial project." It introduces 24/7 mechanical cooling, substantial electrical infrastructure, and routine backup-power testing. Those realities are fundamentally incompatible with a planned residential community next door, especially when the County is being asked to approve this use at the doorstep of an existing neighborhood.

3) Cumulative impact: three major rezonings plus supporting industrial uses should not be evaluated in silos

Residents are asking a basic question: Why approve multiple major data-center rezonings in the same area before the County and community see what even one does to power, water, roads, noise, air quality, and emergency services?

The International Energy Agency has emphasized that while data centers may be a modest share of electricity consumption in the aggregate, local impacts can be far more pronounced when data center capacity is geographically concentrated[1]. Pew Research similarly notes that data centers can significantly strain local grids where concentrated[2], citing largeshares of electricity supply consumed in certain states and regions.

This concern is compounded by RZ25-12-08, which includes a granite quarry, ready-mix concrete, and asphalt operations intended to support the proposed data centers. Heavy trucking, dust, and industrial activity do not occur in isolation; **communities experience the combined effect.**

Request: Require a **cumulative-impact review**—power, water/wastewater, traffic/roads, noise, air emissions (including generators), and emergency services—before recommending approval of multiple large facilities in the same area.

4) Noise and vibration: property-line dB(A) is not enough for low-frequency, tonal impacts

Residents are not only worried about "loud." We are worried about the type of sound associated with industrial cooling equipment and backup generation: persistent, tonal, low-frequency noise (LFN) that can be more intrusive indoors and more difficult to mitigate. Standard A-weighted (dBA) metrics can understate these impacts. LFN can be more annoying indoors and can be underestimated by A-weighted metrics , which are designed around human hearing sensitivity at mid-frequencies.
It can be constant, tonal, and psychologically exhausting:

- A peer-reviewed review on low-frequency noise concludes that A-weighted measurements can be inadequate for assessing low-frequency annoyance[3] and may lead to incorrect regulatory decisions[4].
- The UK's Department for Environment, Food & Rural Affairs (DEFRA) documents impacts reported in LFN complaint cases as severe[5], describing cases where **sufferers sleep in cars or sheds to escape the sound and experience symptoms such as depression or even suicidal feelings.**

Requests (as conditions of any approval, and especially for RZ26-01-01):

- Require independent pre-construction baseline and post-construction monitoring that includes frequency-band (e.g., one-third-octave) analysis, tonality, and vibration—not only dBA.
- Require indoor baseline and post-construction measurements in the nearest residences, not only property-line readings.
- Provide a clear, enforceable answer to: Who enforces compliance, how quickly, and what happens if the operator fails?

5) Air quality and health: generator testing and cumulative exposure are real concerns near homes and schools

Data centers commonly rely on backup generators that must be tested and maintained. Residents are reasonably concerned about what this means in practice, especially if multiple sites are approved in one area and combined with other industrial sources. My and the community's concern about schools is not abstract. This is about the daily lived environment for children, outdoor play, sports, and learning in a setting that was planned to be family-oriented.

The EPA's own public-health information is unequivocal that exposure to particulate matter (PM2.5/PM10) is associated with serious health effects[6]. Our community includes children, students at Harlem Middle School, and medically vulnerable neighbors. These concerns become more serious when residents also anticipate nearby quarry/asphalt/concrete operations and heavy trucking. It is not irrational to ask the County to be precautionary when siting diesel-backed industrial infrastructure near homes and schools.

Requests:

- Require an enforceable generator-testing plan with emissions controls (e.g., diesel particulate filters, Selective Catalytic Reduction/SCR where appropriate, stack testing).
- Commit that testing will not occur during sensitive times (for example, school arrival/dismissal windows).
- Require advance public notice of testing schedules and public reporting of exceedances.
- Require cumulative air-impact review (PM2.5/PM10 and NOx), not project-by-project analysis. **Cumulative exposure is what communities live with.**

6) Public benefit and sequencing: what does Pumpkin Center provide that better-sited options cannot?

If data centers belong in Columbia County, the County still has to choose where and in what sequence.

What **unique public benefit** does RZ26-01-01 provide that cannot be achieved by building out RZ26-01-03 (White Oak)first—or through RZ26-01-02 (Byrd Farms Campus)—in locations that are more separated from established neighborhoods? Why should planned-community land be converted before the County sees real-world impacts from better-sited alternatives?

Why is it in the public interest to convert planned-community land into a specialized industrial tract? And especially before White Oak is built and its lived impacts are truly understood?

A community can support growth and still draw a clear line: industrial-scale uses should not be placed on the doorstep of neighborhoods and schools. If the County treats RZ26-01-01 as "appropriate," residents are entitled to know why a use with heavy infrastructure, generators, and 24/7 mechanical systems belongs so close to homes and schools—when other locations (RZ26-01-02/RZ26-01-03) are demonstrably more separated from residential neighborhoods.

7) Decommissioning and stranded-site risk: protect the County and residents if the project stalls, changes hands, or shuts down

Data centers are highly specialized facilities with atypical electrical, mechanical, and cooling systems. If market conditions shift, a tenant leaves, or a project halts, repurposing can be difficult and expensive, leaving the County and nearby neighborhoods with a stranded industrial site. This is precisely why approvals should include strong protections on the front end, including enforceable decommissioning obligations and financial security.

Residents are simply asking the County to take that risk seriously, especially when the alternative land use (planned community/mixed growth) is inherently more flexible and resilient for long-term community value. This is not speculative. Data-center owners themselves warn investors that facilities designed as data centers can be difficult to repurpose[7] and may require significant renovation and expense to convert to other uses.

Requests:

- Require a decommissioning plan **and financial assurance** (bond/letter of credit/escrow) sufficient to cover full decommissioning if the operator defaults.
- Treatemerging best practices as a baseline: other jurisdictions (including Logan County, Colorado[8] and Cass County, Missouri[9]) have proposed or adopted decommissioning/reclamation plans and bonding/escrow requirements tied to engineer cost estimates, inflation adjustments, and periodic recalculation, with authority for the County to call the security if needed. Columbia County should do the same.

Requested action by the Planning Commission

1. Recommend DISAPPROVAL of RZ26-01-01 (Pumpkin Data Center) as incompatible with the existing residential community and inconsistent with the planned-community expectations residents relied upon when purchasing in GreenPoint South.
2. Recommend DEFERRAL of RZ26-01-02 and RZ26-01-03 until the County completes a cumulative-impact review and adopts binding, enforceable conditions (not projections) to protect residents and public infrastructure.

Thank you for your service and for considering this comment. Please include this letter in the public record for the hearing. Again, I request my house number, email address, and phone number be redacted in any public dissemination.

Respectfully,

Zajkia Walker

724 Courtland Lane, Harlem, GA 30814

443-470-9542

zwalker0108@gmail.com

Footnote References:

1. https://www.iea.org/reports/energy-and-ai/executive-summary%C2%A0#:~:text=AI%2Dfocused%20data%20centres%20can%20draw%20as%20much%20electricity%20as%20power%2Dintensive%20factories%20such%20as%20aluminium%20smelters
2. https://www.pewresearch.org/short-reads/2025/10/24/what-we-know-about-energy-use-at-us-data-centers-amid-the-ai-boom/#:~:text=Since%20data%20centers%20are%20often%20geographically%20concentrated%2C%20they%20can%20significantly%20strain%20the%20power%20grids.
3. https://journals.lww.com/nohc/fulltext/2004/06230/low_frequency_noise_and_annoyance.6.aspx#:~:text=The%20claim%20that%20their%20%E2%80%9Clives%20have%20been%20ruined%E2%80%9D%20by%20the%20noise%20is%20not%20an%20exaggeration
4. https://journals.lww.com/nohc/fulltext/2004/06230/low_frequency_noise_and_annoyance.6.aspx#:~:text=the%20regulatory%20dominance%20of%20A%2Dweighted%20level%2C%20leads%20to%20dismissal%20of%20valid%20problems%20of%20low%20frequency%20noise
5. https://nf-hrup.si/pdf_files/defra-salford2.pdf
6. https://www.epa.gov/advance/health-effects-ozone-and-particulate-matter
7. https://www.sec.gov/Archives/edgar/data/1561164/000114420416084912/v429670_10k.htm
8. https://www.logancountyco.gov/DocumentCenter/View/869/DRAFT-Data-Center-Facility-Regulations
9. https://ecode360.com/32504502

From: [redacted]
To: Planning
Subject: Re: January 15 Planning meeting
Date: Monday, January 5, 2026 11:44:57 AM

CAUTION: This email originated from outside of the Columbia County email system. Please exercise caution before clicking links, opening attachments, replying, or providing information to the sender.

Good morning planning commission members. I hope you've had a great weekend and start to the new year.

My name is Dan Lanning and my family and I live at 825 Rolling Brook Ln., just off Louisville Road across the street from the proposed Byrd tract rezoning.

Our community of neighbors had a meeting with Alison Couch over the weekend regarding the changes in District 4 that are being requested. We had about 30 people in attendance.

One of the big talking points was reminding Alison that just because something is requested, it does not need to be accepted. Developing the land at the Byrd tract for a Data Center is not the only option— just the current one. Being still zoned R-A, it still has a variety of rezoning options if that were the case. Or it can be left for larger land development for residential. Even though the county has been attempting to earmark that land as industrial and technological, that doesn't mean that it has to move that direction. Not only is that tract surrounded by so much residential and agricultural land, but the infrastructure is not built sufficiently for that type of growth. We are dealing with a number of intersection problems very close to us as you already know, and adding 2000 or more trips a day to that area is a very significant increase.

Additionally, the noise level is of great concern to many neighbors whose land will border this potential proposal. The amount of spillage of noise, especially to the east, is of primary concern. We would ask that Columbia County enforce an ordinance that requires there to be no increase in noise at the borders of the property for any potential data centers.

It has been shared with us multiple times that the data center going in at the White Oak technology park is sufficient to remove property taxes for homesteads. The monetary benefits of two additional data centers do not financially benefit the residents of Columbia County directly, but only benefit the county itself and the things it is able to do for the residents.

We would beg for you to oppose the request of rezoning both of these data centers for the January 15 meeting. You all can be the first chink in the armor and be celebrated by the residents of District 4 much like you were with your recommendation for disapproval of the quarry rezoning proposal a few weeks ago.

If nothing else, to at least begin the process of a moratorium on data centers until we see the results and effects of the first one being built that has already been approved. This is not a process that needs to be rushed.

Also, I would still love an opportunity to speak with you, Ryan Cato. If you are willing to speak at any time in the next two weeks, I will make availability. My number is at the bottom of the email. I've heard good things about you from Alison and others, and would enjoy an opportunity to discuss some things with you.

Thank you all for your time, the opportunity to share and discuss, your commitment to Columbia County, and your willingness to serve in this capacity. I look forward to seeing you next week.

With gratitude,
Dan Lanning
704–858–2348

On Dec 30, 2025, at 8:15 AM, Daniel Lanning [redacted] wrote:

Good morning Planning Commission members. I trust you had a great Christmas and have enjoyed some time of relaxation and time with family.

I'm requesting an opportunity to speak with Ryan Cato since my family and I are in District 4 and have not had the chance to discuss any of the upcoming rezoning requests with him.

If it is possible to set up a time to have a phone chat or meet in person, I would be greatly appreciative.

Thank you and have a great Tuesday.
With gratitude,
Dan Lanning
704-858-2348
825 Rolling Brook Lane Grovetown, GA

REQUEST FOR DENIAL — REZONING APPLICATIONS RZ26-01-01, RZ26-01-02, RZ26-01-03

Pumpkin Center • Byrd • White Oak Data Center Expansions

Summary of Findings Based on the Seven Required Criteria

1. Incompatibility With Adjacent Property

Across all three rezonings, the proposed industrial data center campuses are not compatible with surrounding residential, agricultural, and mixed-use areas.

- Pumpkin Center: Vision 2035 designates this area as a Mixed Use Activity Center. A 417-acre industrial campus conflicts with this designation and with active residential construction (Stanley Martin Phase 3–5 and Hawes Creek).
- Byrd: The entire 944-acre site is in the Neighborhoods Character Area, intended for moderate-density residential development.
- White Oak: Large portions of the 3,140-acre site lie in Rural and Rural Neighborhoods, where industrial development is prohibited.

Buffers, berms, and vegetation cannot make an incompatible industrial use compatible with residential communities.

2. Adverse Impacts Cannot Be Evaluated

The applicants did not provide the required information to evaluate impacts on nearby property.

Missing or incomplete items include:

- Noise compliance
- Stormwater modeling
- Wetland and state-waters delineations
- Floodplain analysis
- Fire access and emergency response plans
- Construction traffic analysis
- Updated traffic studies

- Broadband impact analysis

Without these, adverse impacts cannot be assessed.

3. Conflicts With the Adopted Comprehensive Plan

All three rezonings conflict with Vision 2035, the county's adopted Comprehensive Plan.

Staff relies heavily on a future draft plan (Foundations for the Future), which has no legal standing.

Rezoning decisions must be based on the current adopted plan, not a draft.

4. Properties Can Be Used as Currently Zoned

In both the Pumpkin Center and Byrd staff reports, staff explicitly states:

"The property can be used as currently zoned."

If the property can be used as currently zoned, there is:

- No hardship
- No justification
- No legal basis for rezoning

This alone satisfies Criterion 4 and supports denial.

5. Burdens on Public Facilities Are Unknown

Required studies and documentation have not been provided, including:

- Five-year water and sewer projections
- Annual updates
- Drought management plans
- GDOT access permits
- Traffic Impact Studies
- Haul-route safety evaluations
- Stormwater detention and water-quality plans

- National Pollutant Discharge Elimination System (NPDES) permits
- CLOMR-F floodplain modeling
- Wetland delineations

The county cannot determine whether public facilities can support these projects.

6. No New Conditions Justifying Rezoning

Power lines and draft planning documents do not constitute new or changing conditions.

Character Areas cannot be "expanded" through rezoning.

No new conditions support approval.

7. Public Health and Safety Cannot Be Protected

Across all three rezonings:

- Fire access cannot be verified
- Emergency access is insufficient
- Floodplain and stormwater impacts are unknown
- Traffic impacts are unstudied or outdated
- Environmental impacts are undocumented

Public health and safety cannot be protected without this information.

School Safety & Public Welfare

None of the staff reports include any analysis of impacts on:

- School bus routes
- School traffic
- School transportation safety
- Emergency response times to schools
- Air quality or noise impacts near school zones

All three rezonings sit within or near active school transportation corridors.

Criterion 7 requires the county to protect public health and safety — and schoolchildren are the most vulnerable population we serve.

The absence of school-related analysis is a major procedural failure.

REQUEST

Based on the seven required criteria, the adopted Comprehensive Plan, and the absence of critical engineering, environmental, and safety documentation, I respectfully request that the Planning Commission recommend DENIAL of rezoning applications:

- RZ26-01-01 — Pumpkin Center
- RZ26-01-02 — Byrd
- RZ26-01-03 — White Oak

A rezoning of this scale cannot be approved on assumptions, missing studies, or nonbinding concept plans.

Byrd Farms Technology Campus

Columbia County, Georgia

Rezoning Narrative

December 5th, 2025

Table of contents

1. Location Map
2. Property Information
3. Project Narrative
4. Figures
    a. Concept plan
    b. Sound Study and figures

1.0 Location Map



2.0 Property Information

Property Owners

Parcel 1

- David M Byrd Enterprises LLP
  - P.O. Box 560
    - Appling, GA 30802
  - Property Address - 1769 Lonergan Hulme Road, Grovetown, GA 30813
  - 552.5 Acres of Tax Map and Parcel #029 011

Parcel 2

- CSRA Byrd Farms LLC
    - 3519 Wheeler Road, Augusta, GA 30909
  - Property Address
    - 6215 Natures Way, Grovetown, GA 30813
  - 123.8 Acres – Tax Map and Parcel Number #029 011A

Parcel 3

- Grand Oak Farms, LLC
    - 2743 Perimeter Parkway, Building 100 Suite 370 Augusta, Ga 30909
  - Property Address
    - 1843 Lonergan Hulme Road, Appling, Ga 30802
  - 163.01 Acres – Tax Map and Parcel Number #029 006

Parcel 4

- Grand Oak Farms, LLC
    - 2743 Perimeter Parkway Building, 100 Suite, 370 Augusta, Ga 30909
  - Property Address
    - 1863 Lonergan Hulme Road, Appling, Ga 30802
  - 5.92 Acres – Tax Map and Parcel Number #029 005

Parcel 5

- Jimmy and Charlotte Brown
    - 6201 Gavin Road, Grovetown, Ga 30813
  - Property Address
    - 6201 Gavin Road, Grovetown, Ga 30813
  - 8.1 Acres – Tax Map and Parcel Number #040 142

Parcel 6

- Melanie and Gordon Morin
    - 1807 Lonergan Hulme Road, Appling, Ga 30802
  - Property Address
    - 1807 Lonergan Hulme Road, Appling, Ga 30802
  - 3.41 Acres – Tax Map and Parcel Number #029 008

Parcel 7

- Melissa D Willis
    - 1805 Lonergan Hulme Road, Appling, Ga 30802
  - Property Address
    - 1805 Lonergan Hulme Road, Appling, Ga 30802
  - 3.42 Acres – Tax Map and Parcel Number #029 008A

Parcel 8

- Ryan Neil Crosby
    - 1803 Lonergan Hulme Road, Appling, Ga 30802
  - Property Address
    - 1803 Lonergan Hulme Road, Appling, Ga 30802
  - 1.44 Acres – Tax Map and Parcel Number #029 009

Parcel 9

- Mark Tankersley
    - 1837 Lonergan Hulme Road, Appling, Ga 30802
  - Property Address
    - 1837 Lonergan Hulme Road, Appling, Ga 30802
  - 2.21 Acres – Tax Map and Parcel Number #029 006B

Parcel 10

- Constance Marie Holley AKA Constance Marie Langford Zaun
    - 1781 Lonergan Hulme Road, Appling, Ga 30802
  - Property Address
    - 1781 Lonergan Hulme Road, Appling, Ga 30802
  - 4.33 Acres – Tax Map and Parcel Number #029 010A

Parcel 11

- Constance Marie Holley AKA Constance Marie Langford Zaun
    - 1781 Lonergan Hulme Road, Appling, Ga 30802
  - Property Address
    - 0 Lonergan Hulme Road, Appling, Ga 30802
  - 0.63 Acres – Tax Map and Parcel Number #029 010B

Total Project Size – 944.27

Applicant

- Byrd Farms, LLC
    - P.O. Box 1220 Evans, GA 30809
  - gtcivil07@gmail.com
  - 706-394-2688

3.0 Project Description

3.1 Introduction

Byrd Farms Technology Campus (the "Project") is envisioned as a 944.27-acre technology campus, strategically positioned within Columbia County's newly created D-C Data Center District. The Project is designed to attract high-value, low-impact economic growth, enhancing local infrastructure and employment opportunities while minimizing its footprint on the surrounding community. Working with the Byrd family, Grand Oak Farms and a number of other longtime owners, we are proposing a campus that will encompass approximately 944.27 acres of land (the "Property"). The Zoning Application and concept plan meet all requirements set forth in the newly created D-C Data Center District zoning ordinance.

This Zoning Application does <u>NOT</u> request for any variances or conditions as part of this application.

3.2 Location & Accessibility

The Property is located along Interstate 20, Louisville Road and Lonergan Hulme Road and is located approximately 1.75 Miles from the entrance to White Oak Business Park and White Oak Technology Park.

The Primary access point for the Project is proposed to be located on Nature's Way with a Secondary Access Points off of Louisville Road and Nature's Way along with Georgia Power Maintenance Access point off of Lonergan Hulme Road for Georgia Power to be able to access the on-site substation.

3.3 Topography

The topography of the site was mapped using a lidar drone that maps the existing topography to within 3 cm. This was done to ensure that the areas shown for development could be achieved without the need for any redesign. This will also ensure that the final engineered drawings are able to be built without significant changes in the field. In general, a majority of the site contains slopes of 7 percent or less.





3.3 Existing Utilities

The applicant and the Byrd Family have been working with Columbia County Water Utilities for the future development of this land for over eight years. During this time, plans for the Euchee Creek Force Main were designed. The plans were designed with a flow of between 350,000 GPD to 600,000 GPD coming from this site. Easements for the Euchee Creek Force main were granted from the Byrd family that also enabled the expansion of the White Oak business Park into the White Oak Technology Park. Without the additional sewer capacity neither project would be viable. This new Sanitary Sewer project is under construction and expected to be complete within the next 18 months.

The Applicant has also been working with Columbia County utilities for an additional water tower located on the southeast portion of the Property. This water tower would allow Columbia County Water Utilities to continue to serve the ever-growing needs for the water system in this area.

- No private wells will be used for cooling.
- The Developer of the Project will pay for all required upgrades to Columbia County's water or sewer system.

3.4 Energy

The Property is strategically positioned with existing 115 kV and 230 kV transmission lines that run through the middle of the Property.



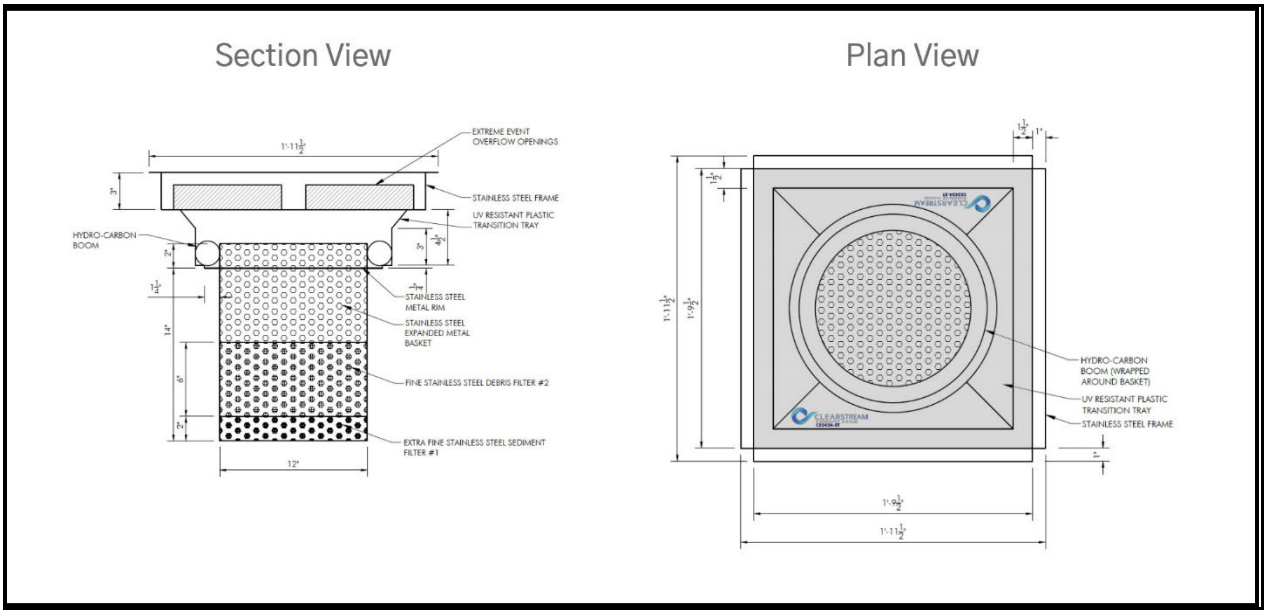


Georgia Power's ability to serve the Project cannot be determined until a power study has been completed. Prior to requesting for Georgia Power to complete a power study to determine its ability to serve the Project, Georgia Power requires that the Property must be zoned properly to allow for data centers by right before it will commence its study. The Developer and/or End User for the Project, not existing ratepayers, will fund system upgrades required for Georgia Power to serve the Project.

3.5 Stormwater Management

Stormwater management will be done in accordance with all Federal and State guidelines. All detention ponds will be built as wet ponds with a Stormcepter installed at each detention outlet structure. Filter Baskets will also be used on all storm drainage structures within roadways and parking areas to collect TDS. The filter baskets provide permanent storm water quality inlet-based filtration devices designed to capture silt, sediment, gross pollutants, and hydrocarbons from rainwater runoff. When Swales and ditches are to be used to move stormwater to the detention facilities, the use of staked flocculant is required. The flocculant placement will be based on design parameters. This further allows settling of the sediment prior to stormwater entering the detention pond.

With these measures in place, a higher stormwater quality can be achieved prior to stormwater entering the Little Kiokee Creek basin. These measures taken together, propose a design that has not been done collectively in Columbia County.



3.6 Lighting

All exterior lighting shall comply with applicable County and State regulations concerning illumination levels, shielding requirements, and fixture specifications. Such compliance shall include, but not limited to, the following standards:

- All lighting shall be full cut off, which prohibits any light vertically projecting upward and shall be directed away from any adjacent residential or agricultural property.

- Any accent or architectural lighting shall be recessed and directed downward onto the illuminated object or area. Any safety or utility structure lighting is exempt from these regulations. However, any strobe lighting utilized at night is limited to red for life safety.
- Construction lighting is permitted on a temporary basis but shall be shielded to prevent glare and light spillover onto adjacent property. Lighting will be off during non-construction hours.
- A photometric and lighting plan shall be required and reviewed during building plan review for compliance with this section.

3.7 Traffic

- When we look at the traffic that this proposed development will create, we are comparing this to a residential development that could also be developed on this property.
- Data centers generate relatively low traffic counts compared to residential development.
- Below are the estimated traffic counts for both a mixed-use residential development and the currently proposed data center campus.

Traffic data for the Byrd site data center and alternative uses is below

Trip generation Analysis (12th Edition Handbook Daily IC & 3rd Edition AM/PM IC)

Proposed Use	Data Center				AM Peak Hour			PM Peak Hour		
Land Use Code	Description	Intensity	Units	Daily Trips Produced	Total	In	Out	Total	In	Out
160	Data Center	4,956,800	Gross s.f.	1,906	258	183	75	248	47	201

Proposed Use	Mixed Use Residential/Commercial				AM Peak Hour			PM Peak Hour		
Land Use Code	Description	Intensity	Units	Daily Trips Produced	Total	In	Out	Total	In	Out
210	Single Family Detached	1,785	Dwelling Units	14,670	1,202	325	877	1,364	846	518
254	Assisted Living	140	Beds	580	27	16	11	34	13	21
310	Hotel	560	Rooms	3,270	256	133	123	421	215	206
560	Church	30,000	Square Feet	204	11	7	4	14	6	8
820	Shopping Center	590,000	Gross Leasable Area	21,470	493	306	187	1,704	835	869
			Totals	40,194	1,989	787	1,202	3,537	1,915	1,622

- The Project as proposed will produce about 4.7% of the traffic that a proposed Mixed Use residential/Commercial development would.

3.8 Noise Management

- The Project will adhere to Columbia County's 70 dB limit at the property lines. We propose to use the same approach that was done by the White Oak Technology Park. Their narrative states "All facilities within the park will be required to implement advanced noise mitigation measures, including acoustically treated enclosures for any generators, cooling systems, and other operational equipment. All facilities will strictly adhere to local noise ordinances, ensuring minimal disruption to adjacent residential and agricultural properties."

- A base line sound study was prepared by Kimley-Horn. The results are included in the exhibits at the end of this narrative.

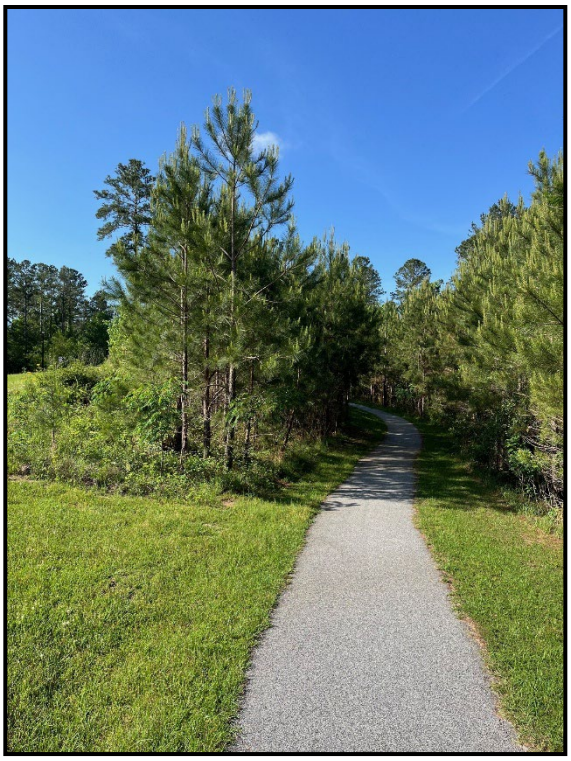
- Post-construction testing will be done to verify compliance with Columbia County's 70 Db limits before occupancy. Any required modifications must be made at the developer's expense.

3.9 Buffering & Revegetation

- The proposed project shows a 500' undisturbed buffer around all sides that adjoin residential properties. Where existing vegetation is minimal, additional trees will be planted in the event the noise exceeds 70 dB at the property line. The 500' vegetated buffer is one of the single most important design features to minimize the impact on surrounding residents. Vegetation reduces noise pollution by absorbing, deflecting, and scattering sound waves.
    - **Leaves and Branches:** Foliage helps break up and scatter sound waves, reducing their intensity before they reach inhabited areas. Trees with dense canopies and broad leaves are particularly effective at diffusing sound.
    - **Tree Trunks and Bark:** The rough surfaces of tree trunks and bark contribute to sound absorption by preventing waves from bouncing off surfaces and amplifying noise. Certain tree species with deeply grooved bark, such as oak and pine, are particularly effective in dispersing sound waves.
- The Concept Plan has been designed to face as many buildings into each other to reduce noise levels as they reach the exterior of the buffer.
- To continue to lower sound levels, large graded slopes will be required to be revegetated to close the develop scars and over time allow for even more screening. The Pictures below show the results after 7 years of growth. The once seedlings are over 25 feet tall.



Picture taken in December 2017



Picture taken in April 2025

3.10 Building Design

- The building design will follow the required standards set forth in the DC zoning ordinance as shown below:
    - All buildings on the site shall be limited in their exterior color or finish to earth tones, such as beiges, tans, greens, browns, and similar on all exterior elevations. Columbia County Planning Services shall review these requirements during the building permit plan review process for compliance with this section.

4.0 Figures

4.1 Concept Plan

4.2 Sound Study

Byrd Farms Technology Campus
Concept Plan

White Oak Business Park

SR 221 - Appling Harlem Road

Lonergan Hulme Road

Louisville Road

250' Undisturbed Buffer Line

500' Undisturbed Buffer Line

187.8' ROW Georiga Power Company Easement

Data Center Building

Stormwater Management Facility

Transmission Area

800' x 800' Substation

GA Power Maintenance Access Only

Secondary Access

Primary Access

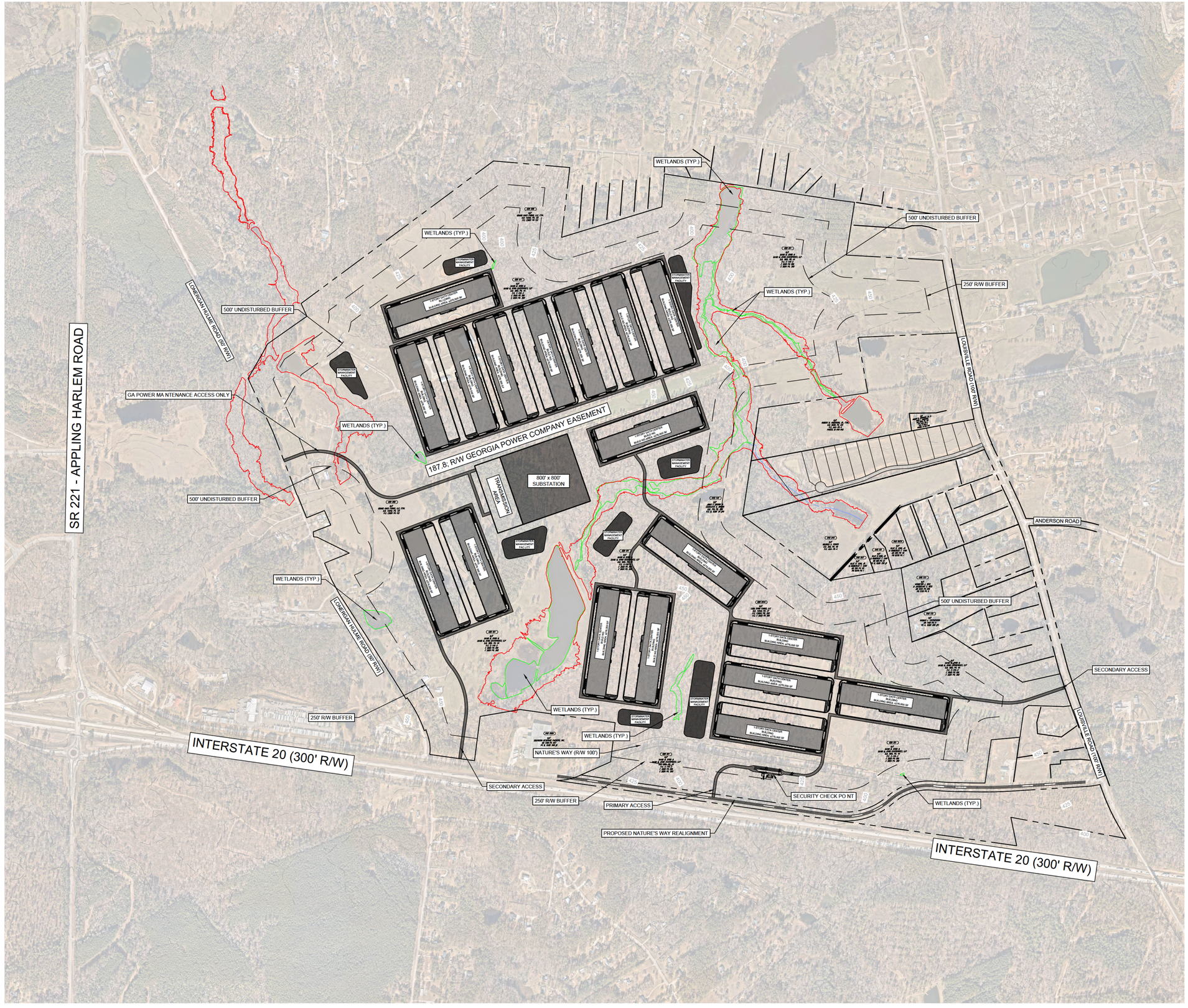
Proposed Nature's Way Realignment

Security Check Point

Nature'sWay

INTERSTATE 20

12/5/2025 REV



SITE DEVELOPMENT SUMMARY

SITE SUMMARY

CURRENT ZONING:	M-1 & R-A	
PROPOSED ZONING:	D-C	
TOTAL SITE AREA:	944.27	ACRES
PARCEL ID: 029 011	628.00	ACRES
PARCEL ID: 029 011A	123.80	ACRES
PARCEL ID: 029 006	163.01	ACRES
PARCEL ID: 029 005	5.92	ACRES
PARCEL ID: 029 006B	2.21	ACRES
PARCEL ID: 029 010A	4.33	ACRES
PARCEL ID: 029 010B	0.63	ACRES
PARCEL ID: 029 009	1.44	ACRES
PARCEL ID: 029 008A	3.42	ACRES
PARCEL ID: 029 008	3.41	ACRES
PARCEL ID: 040 142	8.10	ACRES
RESIDENTIAL BUFFER:	500 FT 250 FT (WITH BERM)	
RIGHT-OF-WAY BUFFER:	250 FT	
TOTAL BUILDING SF	4,968,000	SF
DATA CENTER BUILDING SF	4,968,000	SF

SITE LEGEND

- PROPERTY LINE
- 500' RESIDENTIAL BUILDING SETBACK
- 25' STREAM BUFFER
- 100-YEAR STORM FLOODPLAIN
- APPROXIMATE STREAM CENTERLINE
- WETLANDS AREA
- STORMWATER RETENTION/DETENTION AREA
- 300' ELECTRIC CORRIDOR EASEMENT
- FENCING
- ROADS

NORTH

GRAPHIC SCALE IN FEET
0 250 500 1000

PREPARED BY
Kimley»Horn
11720 AMBER PARK DRIVE
PARKWAY 400, SUITE 600
ALPHARETTA, GEORGIA 30009

PREPARED FOR
TRAMMELL CROW COMPANY
3550 LENOX ROAD NE , STE 2200
ATLANTA, GEORGIA 30326

No.	ISSUANCE AND REVISION DESCRIPTIONS	DATE	BY

PROJECT
BYRD FARMS TECHNOLOGY CAMPUS
COLUMBIA COUNTY, GA 30802

PRELIMINARY
NOT FOR CONSTRUCTION

GSWCC NO. (LEVEL II)	
DRAWN BY	BKG
DESIGNED BY	RTS
REV EWED BY	RTS
DATE	12/9/2025
PROJECT NO.	011058042

TITLE
ZONING SITE PLAN

SHEET NUMBER
1 OF 1

PRELIMINARY: NOT FOR CONSTRUCTION

Drawing name: K:\ALP_PRJ\011058042_Project Green Jacket\CAD\Exhibits\2025-11-25 Byrd Tract Concept and Sight Line Exhibits\2025-11-26 Byrd Tract Concept and Sight Lines.dwg ZONING SITE PLAN Dec 09, 2025 1:15pm by: Justin.Bartlett

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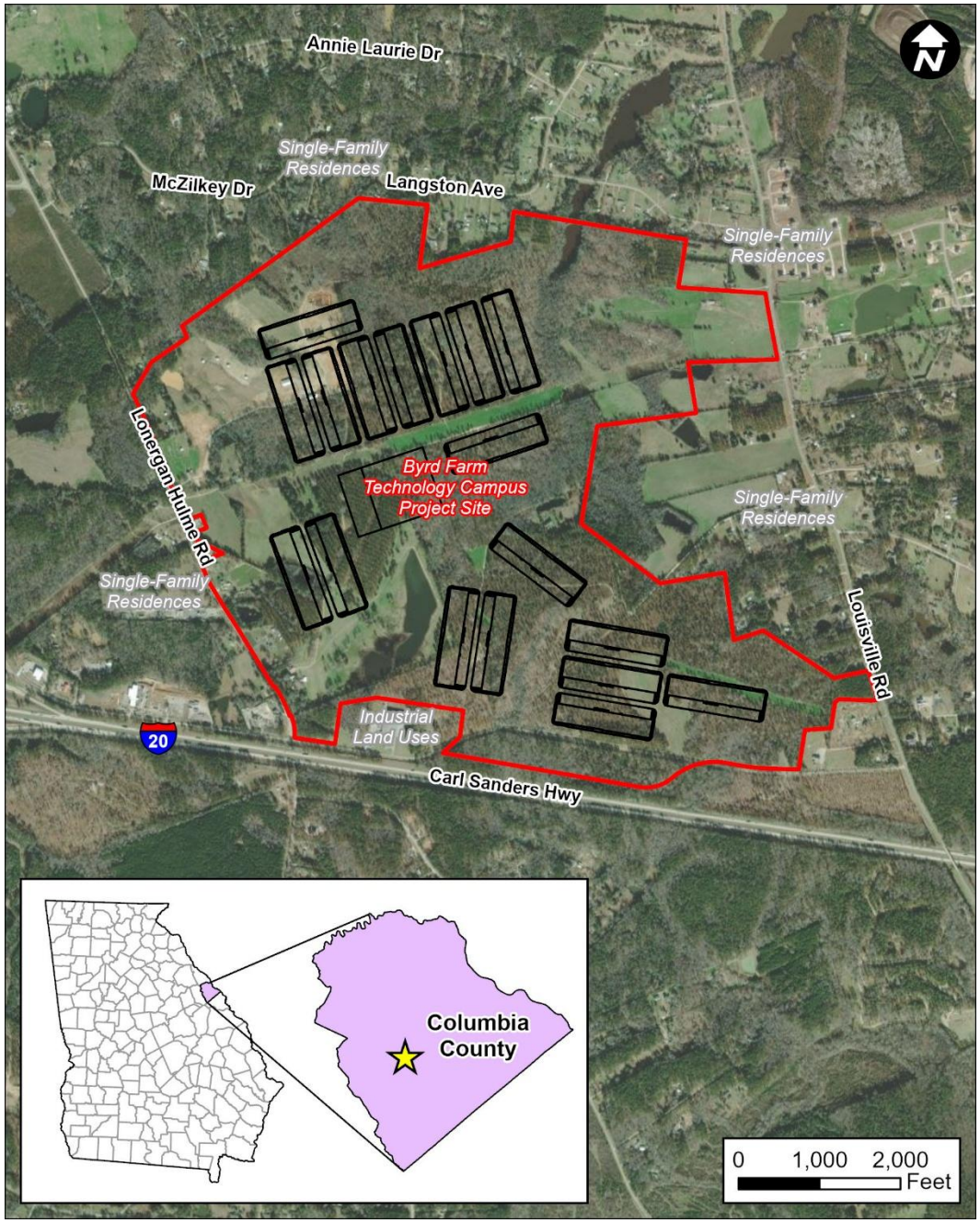
Byrd Farm Technology Campus Noise Study (Columbia County, GA)

1. **Applicable Noise Regulations**

   Section 90-147 of the Columbia County, GA Code of Ordinances states that data center "facilities may not emit noise that exceeds 70 decibels (db) measured at the exterior property line. With an application for rezoning, a sound study of the proposed property shall be submitted showing ambient noise levels at the exterior property line prepared to industry standards. If noise levels exceed the allowable threshold, the developer or property owner shall implement mitigation measures including, but not limited to, acoustically treated enclosures for generators, cooling systems, and other operations equipment. All mitigation measures shall be designed to attune sound impacts on adjacent property which can be achieved through directing sound upward or other methods."

2. **Project Modeling Assumptions:**
   - Eighteen (18), 1-story, approximately 276,000 square foot data center buildings
   - Each data center building was assumed to contain:
     - One hundred five (105) rooftop chillers
       - Sound Power Level of approximately 108 dB(A)
         - This value assumes chillers operating at 100% load
     - Thirty-five (35) emergency generators in the proposed equipment yards adjacent to each building
       - Sound Pressure Level of approximately 85 dB(A) at 23 feet
         - This value assumes weatherproof enclosures on the generators
     - Two (2) substations located near the western portion of the site
       - Sound Pressure Level of approximately 75 dB(A) at 3 feet
     - During typical mechanical operations, all chillers and the substation are modeled as operational
     - During emergency operations, all chillers, generators, and the substation are modeled as operational
   - Maximum anticipated operational noise contours during typical mechanical operations are shown in **Figure 3**
   - Maximum anticipated operational noise contours during emergency operations are shown in **Figure 4**

Figure 1: Site Location Map



Kimley»Horn

Figure 2: Measured Ambient 24-hr Leq Noise Levels

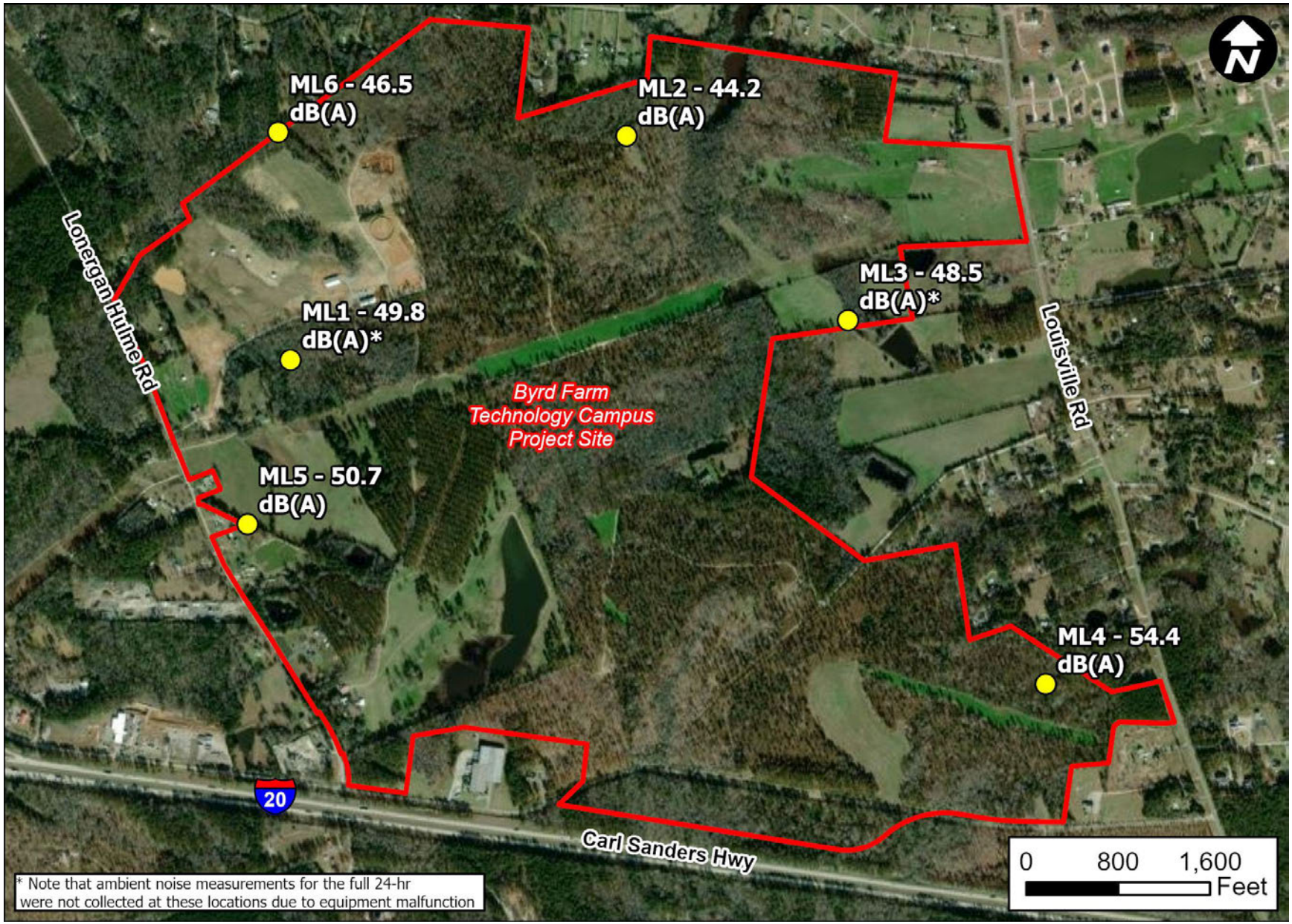


Figure 3: Maximum Anticipated Operational Contours During Mechanical Operations

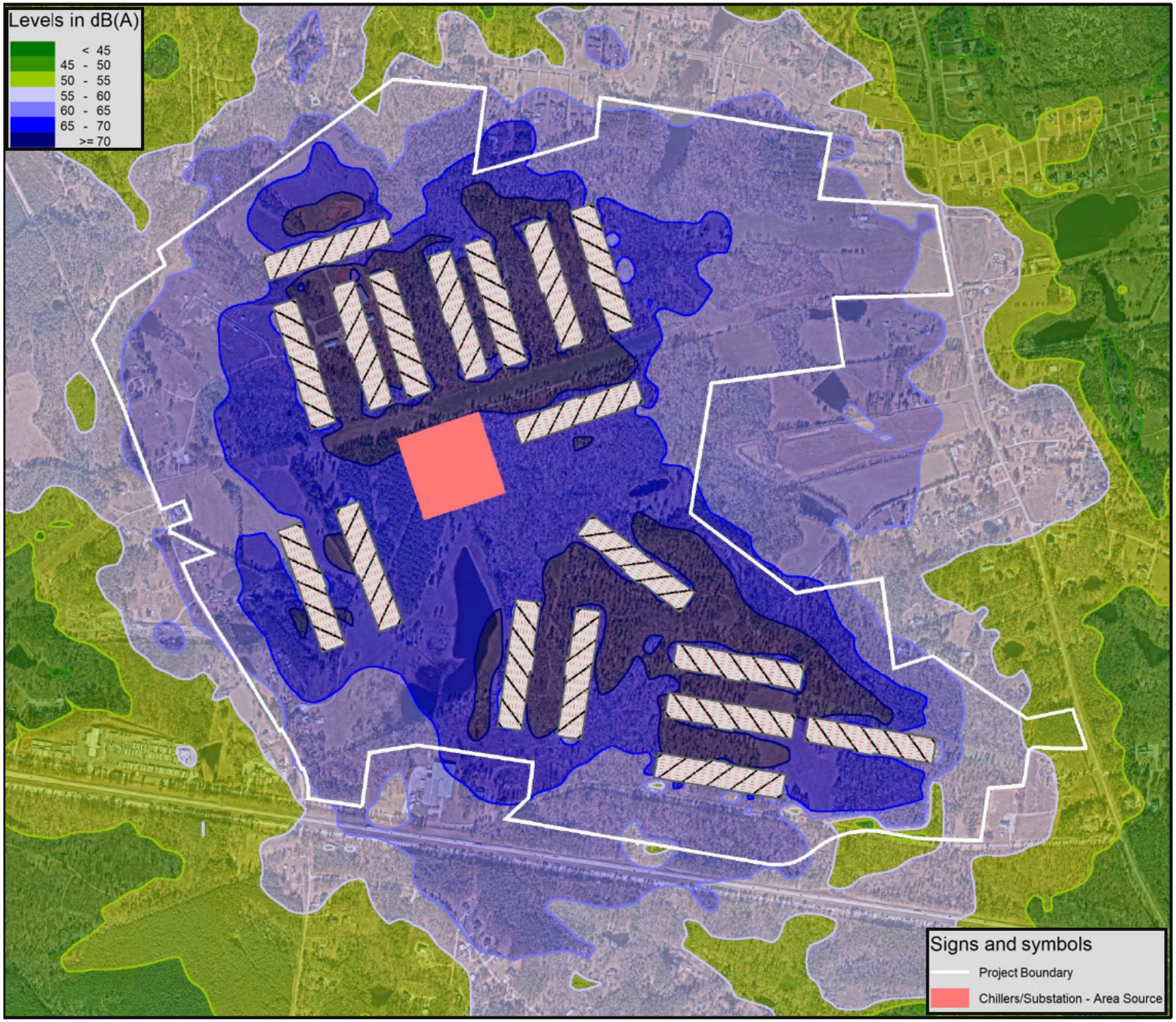


Figure 4: Maximum Anticipated Operational Contours During Emergency Operations



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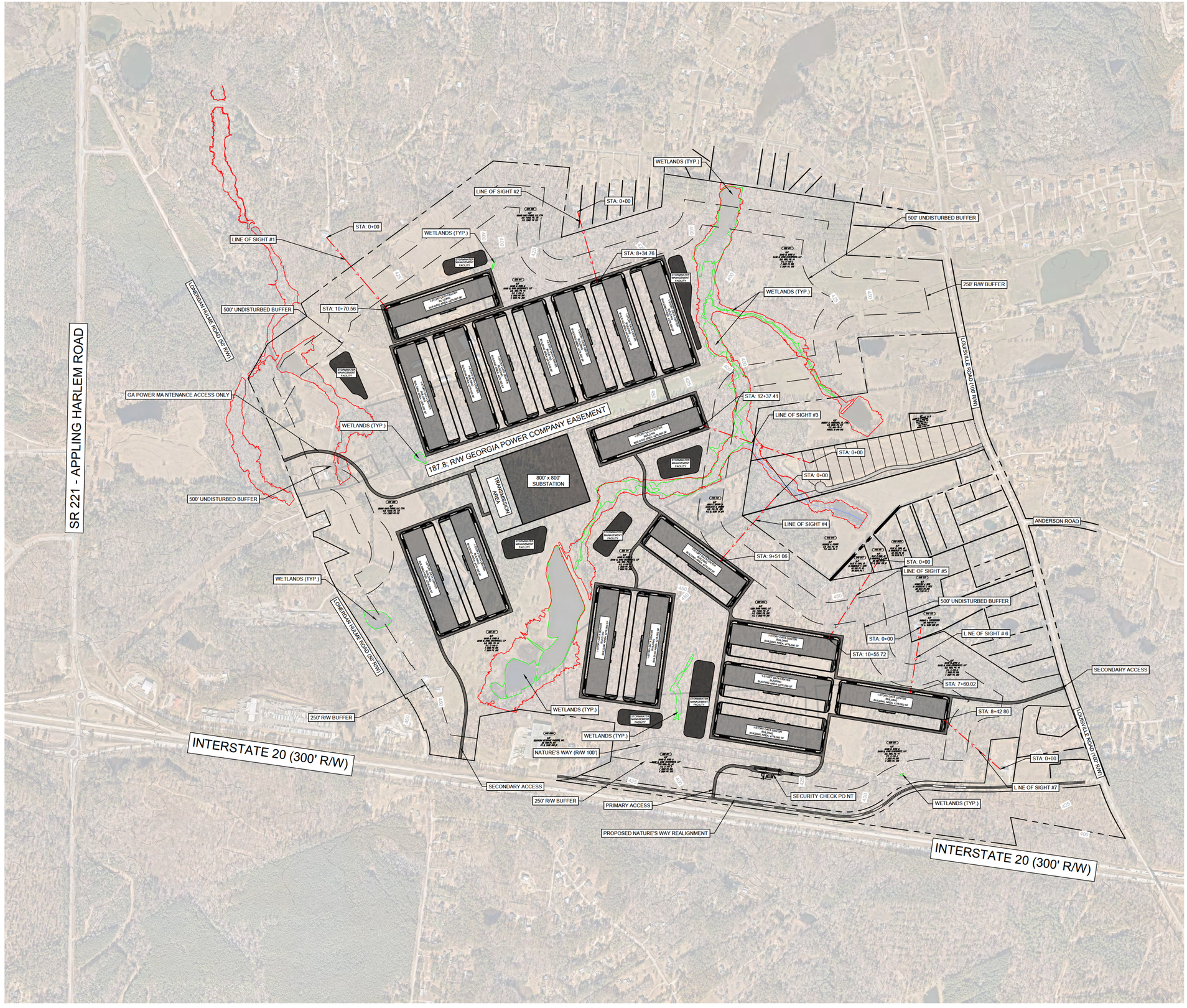
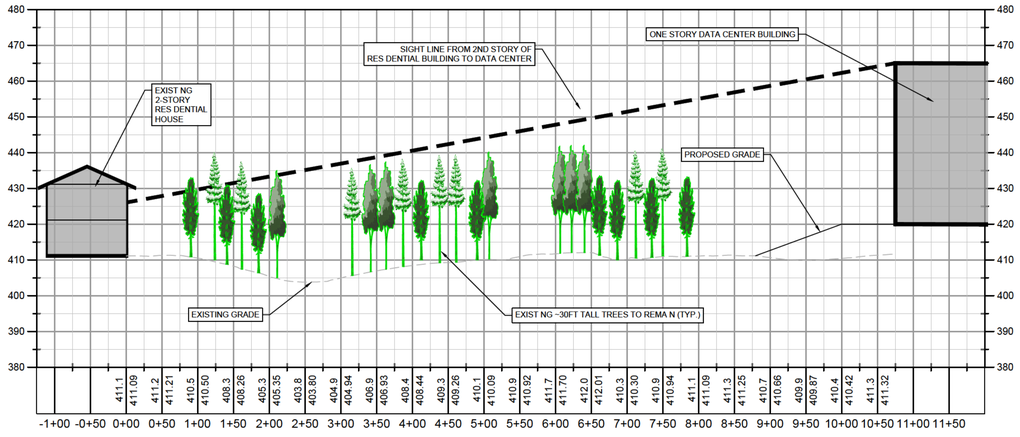

SR 221 - APPLING HARLEM ROAD
LONGSTREET HULME ROAD (50' R/W)
GA POWER MA NTENANCE ACCESS ONLY
500' UNDISTURBED BUFFER
LINE OF SIGHT #1
STA: 0+00
STA: 10+70.56
WETLANDS (TYP.)
187.8; R/W GEORGIA POWER COMPANY EASEMENT
800' x 800' SUBSTATION
TRANSMISSION AREA
LINE OF SIGHT #2
STA: 0+00
STA: 8+34.76
500' UNDISTURBED BUFFER
250' R/W BUFFER
LOUISVILLE ROAD (100' R/W)
STA: 12+37.41
LINE OF SIGHT #3
STA: 0+00
STA: 0+00
ANDERSON ROAD
LINE OF SIGHT #4
STA: 9+51.06
STA: 0+00
LINE OF SIGHT #5
500' UNDISTURBED BUFFER
STA: 0+00
STA: 10+55.72
L NE OF SIGHT # 6
SECONDARY ACCESS
STA: 7+60.02
STA: 8+42.86
STA: 0+00
L NE OF SIGHT #7
WETLANDS (TYP.)
SECURITY CHECK PO NT
PROPOSED NATURE'S WAY REALIGNMENT
PRIMARY ACCESS
250' R/W BUFFER
SECONDARY ACCESS
NATURE'S WAY (R/W 100')
WETLANDS (TYP.)
INTERSTATE 20 (300' R/W)
INTERSTATE 20 (300' R/W)
STORMWATER MANAGEMENT FACILITY
1 STORY DATA CENTER BUILDING AREA: 427,500.00 SF

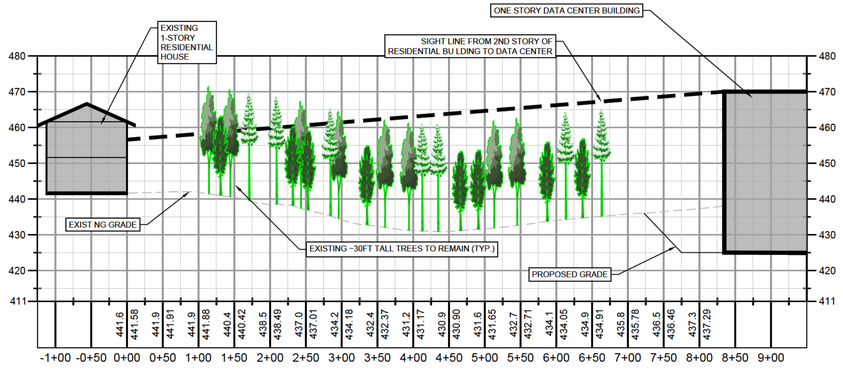


PROFILE VIEW

LINE OF SIGHT No. 1

1" = 100' HORZ.

1" = 20' VERT.



PROFILE VIEW

LINE OF SIGHT No. 2

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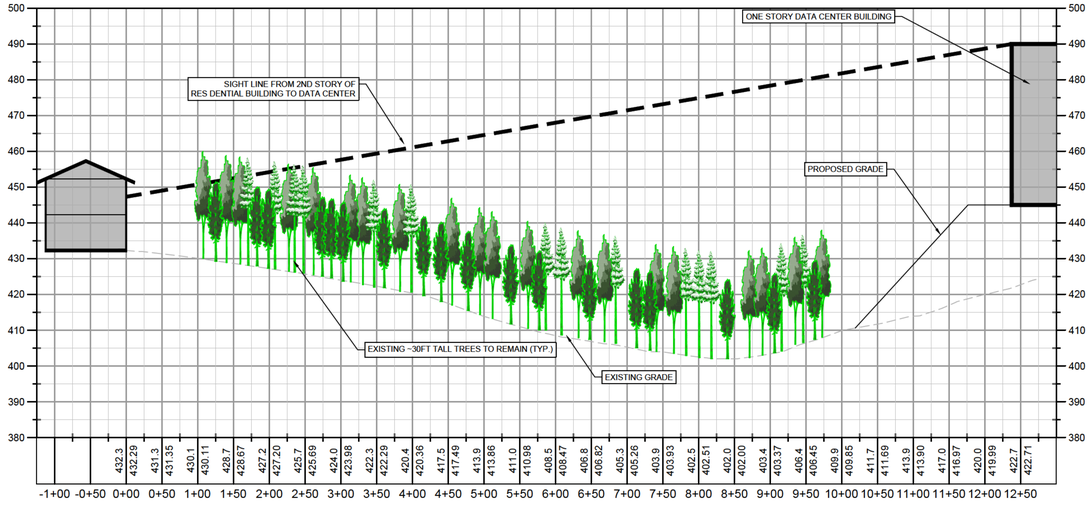
1" = 20' VERT.



PROFILE VIEW

LINE OF SIGHT No. 3

1" = 100' HORZ.

1" = 20' VERT.

GRAPHIC SCALE IN FEET

0 50 100 200

HORIZONTAL

VERTICAL 0 10 20 40

PREPARED BY

Kimley»Horn

11720 AMBER PARK DRIVE
PARKWAY 400, SUITE 600
ALPHARETTA, GEORGIA 30009

PREPARED FOR

TRAMMELL CROW COMPANY

3550 LENOX ROAD NE , STE 2200
ATLANTA, GEORGIA 30326

No.	ISSUANCE AND REVISION DESCRIPTIONS	DATE	BY

PROJECT

BYRD FARMS
TECHNOLOGY CAMPUS

COLUMBIA COUNTY, GA 30802

PRELIMINARY
NOT FOR CONSTRUCTION

GSWCC NO. (LEVEL II)	
DRAWN BY	BKG
DESIGNED BY	RTS
REV EWED BY	RTS
DATE	12/9/2025
PROJECT NO.	011058042

TITLE

SIGHT LINE PROFILES

SHEET NUMBER

2 OF 3

PRELIMINARY: NOT FOR CONSTRUCTION

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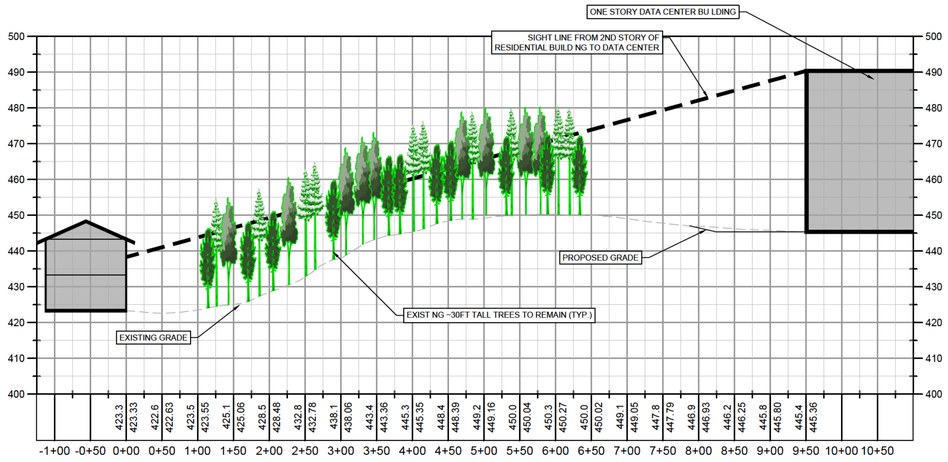

PROFILE VIEW
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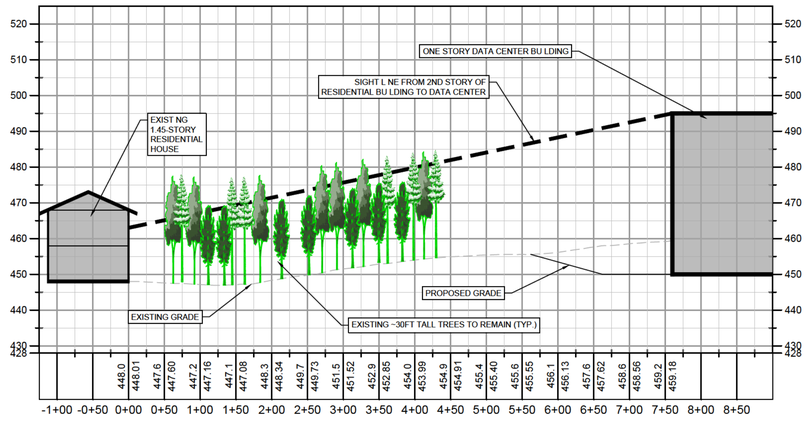
1" = 20' VERT.



PROFILE VIEW
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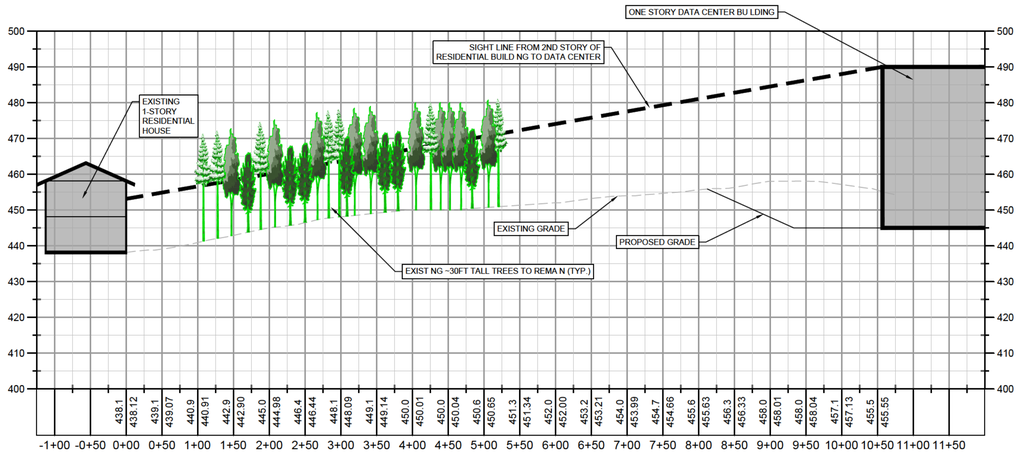
1" = 20' VERT.



PROFILE VIEW
LINE OF SIGHT No. 5
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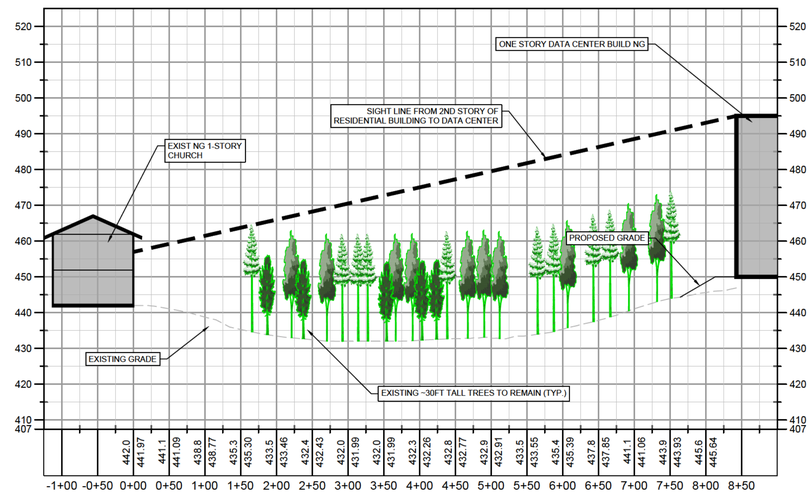
1" = 20' VERT.



PROFILE VIEW
LINE OF SIGHT No. 7
1" = 100' HORZ.
1" = 20' VERT.

GRAPHIC SCALE IN FEET
0 50 100 200
HORIZONTAL

VERTICAL
0 10 20 40

PREPARED BY
Kimley»Horn
11720 AMBER PARK DRIVE
PARKWAY 400, SUITE 600
ALPHARETTA, GEORGIA 30009

PREPARED FOR
TRAMMELL CROW COMPANY
3550 LENOX ROAD NE., STE 2200
ATLANTA, GEORGIA 30326

No.	ISSUANCE AND REVISION DESCRIPTIONS	DATE	BY

PROJECT
BYRD FARMS TECHNOLOGY CAMPUS
COLUMBIA COUNTY, GA 30802

PRELIMINARY NOT FOR CONSTRUCTION

GSWCC NO. (LEVEL II)
DRAWN BY BKG
DESIGNED BY RTS
REV EWED BY RTS
DATE 12/9/2025
PROJECT NO. 011058042

TITLE
SIGHT LINE PROFILES

SHEET NUMBER
3 OF 3

PRELIMINARY: NOT FOR CONSTRUCTION

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Property Submittal Summary

Below is a list of the parcels that are part of Byrd Data Campus

- 1769 Lonergan Hulme Road– Tax Map and Parcel #029 011 – 628.00 Acres
  - Owner - David M Byrd Enterprises LLP
- 6215 Natures Way – Tax Map and Parcel #029 011A – 123.8 Acres
  - Owner – CSRA Byrd Farms LLC
- 1843 Lonergan Hulme Road – Tax Map and Parcel #029 006 – 163.01 Acres
  - Owner - Grand Oak Farms, LLC
- 1863 Lonergan Hulme Road – Tax Map ad Parcel #029 005 – 5.92 Acres
  - Owner - Grand Oak Farms, LLC
- 1837 Lonergan Hulme Road – Tax Map and Parcel #029 006B – 2.21 Acres
  - Owner – Mark Randall & Cecilia L Tankersley
- 1781 Lonergan Hulme Road – Tax Map and Parcel #029 010A – 4.33 Acres
  - Owner – Constance Marie Holley
- 1781 Lonergan Hulme Road – Tax Map and Parcel #029 010B – .63 Acres
  - Owner – Constance Marie Holley
- 1803 Lonergan Hulme Road – Tax Map and Parcel #029 009 – 1.44 Acres
  - Owner – Ryan Neil Crosby
- 1805 Lonergan Hulme Road – Tax Map and Parcel #029 008A – 3.42 Acres
  - Owner – Melissa D Willis
- 1807 Lonergan Hulme Road – Tax Map and parcel #029 008 – 3.41 Acres
  - Owner – Melanie and Gordon Morin
- 6201 Gavin Road – Tax Map and Parcel # - 040 142 – 8.1 Acres
  - Owner - Jimmy & Charlotte Brown

Total Project Size – 944.27

Office Use Only	
Date Received:	
Public Hearing Date:	
File #	
BOC Meeting Date:	
Commission District:	

ZONING APPLICATION

COLUMBIA COUNTY, GEORGIA

PLEASE SELECTION ONE

Type of Application: ☒ Rezoning ☐ Plan Revision ☐ Variance ☐ Variation ☐ Conditional Use

Date of Application: 12/3/25

Rezoning: The undersigned requests that the property described be rezoned from R-A to DC.

Plan Revision[1]: The undersigned requests a revision to the current _____ zoning.

Variance[2]: The undersigned requests a variance to Section _____ of the Columbia County Code of Ordinances.

Variation[3]: The undersigned requests a variation to Section _____ of the Columbia County Code of Ordinances.

NOTE: Please see footnotes on the backside of this sheet.

PROPERTY INFORMATION:

Tax Map # 029 Parcel # 010 B Address: 0 Lonergan Hulme Rd

(For multiple properties, please use a separate sheet of paper.) Road Frontage: 132 feet on the North / South / (East) / West (circle one) side of Lonergan Hulme Rd. Property area is approximately .63 acres and is located 923 feet from the intersection of Lonergan Hulme Rd + Natures Way. The attached plat for the property was prepared by Jimmy Garland Norman and dated 5/16/77

PROPOSED USE (for rezoning):

If approved, the property will be used for the following purpose(s):

Data Center

OWNERSHIP AND APPLICANT INFORMATION:

OWNER: Constance Marie Holley AKA Constance Marie Langford Zaun

ADDRESS: 1781 Lonergan Hulme Rd

CITY: Appling STATE: Ga ZIP: 30802

PHONE #: [redacted]

Email (or) Fax [redacted]

APPLICANT: Byrd Farms LLC

ADDRESS: P.O. Box 1220

CITY: Evans STATE: Ga ZIP: 30809

PHONE#: [redacted]

Email (or) Fa [redacted]

DISCLOSURE

Does any local government official or member of their family have a financial interest in the property, or has the applicant made campaign contributions in the aggregate of $250 or more within the past two years to any local government official? (Yes or No). **If yes, a full written disclosure must be submitted with this application.**

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

Constance L Zaun
Owner's Signature

Constance L Zaun
Printed Name

Applicant's Signature

Keith Lawrence
Printed Name

Subscribed and sworn to before me on 3 day of December 20 25

By: _____ Notary Public

LINDA DIEBEL NOTARY PUBLIC GEORGIA COLUMBIA COUNTY EXPIRES July 10, 2027

Please return original notarized application with all supporting documentation and fees, to the Columbia County Planning Department, P.O. Box 498, Evans, GA 30809. Refer to *Fee Schedule*.

CLERK OF SUPERIOR COURT
COLUMBIA COUNTY, GEORGIA
FILED IN OFFICE

2015 AUG 31 AM 10: 59

BOOK 10004 PAGE 15-16
CINDY MASON, CLERK

Please record and return to:
Jimmy D. Plunkett, PC
Post Office Box 1576
234 Main Street
Thomson, Georgia 30824
(706) 595-6700

PT61-036201500533O

Recorded 08/31/2015 10:59AM
Georgia Transfer Tax Paid : $0.00
CINDY MASON
Clerk Superior Court, Columbia County
B 10004 P 0015-0016

Deed
Doc: QCD

QUITCLAIM DEED
(TITLE NOT EXAMINED)

State of Georgia
County of Columbia

THIS INDENTURE, made the 31st day of August, 2015 between **RUBY N. GARRARD and H.L. GARRARD** of the State of Georgia and County of Columbia, parties of the first part, hereinafter called Grantors and **CONTSTANCE MARIE HOLLEY**, of the State of Georgia, County of Rm & Forsyth N.L.S. ~~Columbia~~, party of the second part, hereinafter called Grantee (the words "Grantors" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantors, for and in consideration of LOVE AND AFFECTION and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee any and all interest Grantors may possess in and to the following-described property, to-wit:

TRACT I:

ALL that certain lot, tract or parcel of land, with all improvements thereon, situate, lying and being in Columbia County, Georgia, containing 4.33 acres and being bounded now or formerly, as follows: North by land of David M. Byrd & David M. Byrd Enterprises LLLP; East by land of David M. Byrd & David M. Byrd Enterprises LLLP; South by other land of Ruby N. & H.L. Garrard; and West by Lonergan-Hulme Road; the same being more

particularly shown on a plat recorded in the Office of the Clerk of Superior Court of Columbia County, Georgia, in Plat Cabinet AA – 24#5. Said property is known as Map/Parcel Number 029 010A in the Columbia County Tax Assessors Office.

TRACT II:

ALL that certain lot, tract or parcel of land, with all improvements thereon, situate, lying and being in Columbia County, Georgia, containing 0.63 acres and being bounded now or formerly, as follows: North by other land of Ruby N. & H.L. Garrard; East by land of David M. Byrd & David M. Byrd Enterprises LLLP; South by land of David M. Byrd & David M. Byrd Enterprises LLLP; and West by Lonergan-Hulme Road; the same being more particularly shown on a plat recorded in the Office of the Clerk of Superior Court of Columbia County, Georgia, in Plat Cabinet AA – 62#. Said property is known as Map/Parcel Number 029 010B in the Columbia County Tax Assessors Office.

TO HAVE AND TO HOLD the said described premises to Grantee, so that Grantors nor any person or persons claiming under Grantors shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, Grantors, **RUBY N. GARRARD and H.L. GARRARD** have signed and sealed this deed, the day and year first above written.

Witness

Ruby N. Garrard
RUBY N. GARRARD

Notary Public

Columbia County, State of Georgia
My Commission Expires: May 10, 2016

KIMBERLY H. LONERGAN NOTARY PUBLIC COLUMBIA CO., GA MY COMMISSION EXPIRES MAY 10 2016

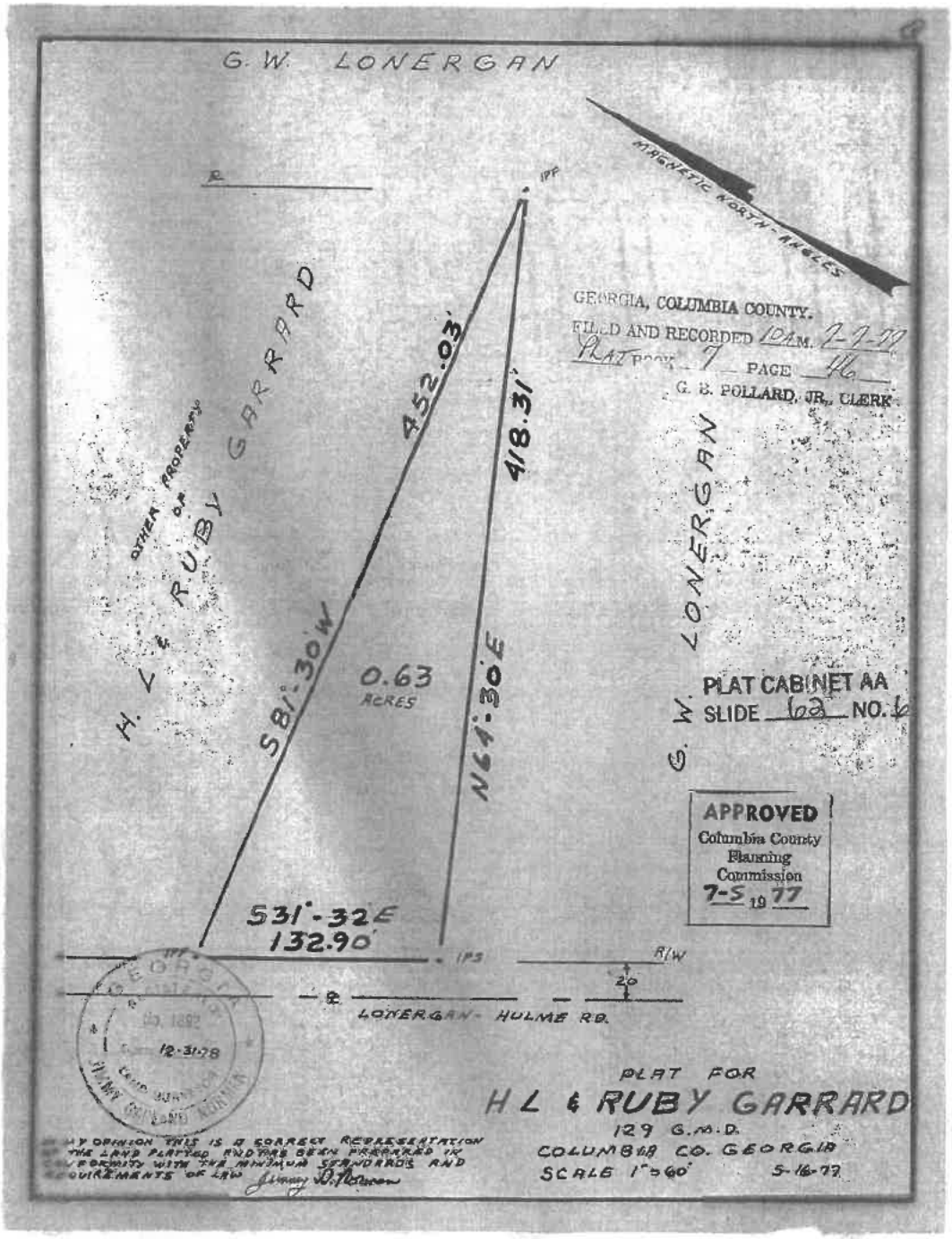
Witness

H L Garrard
H.L. GARRARD

Notary Public

Columbia County, State of Georgia
My Commission Expires: May 10, 2016

KIMBERLY H. LONERGAN NOTARY PUBLIC COLUMBIA CO., GA MY COMMISSION EXPIRES MAY 10 2016


G. W. LONERGAN
MAGNETIC NORTH - ANGLES
IPF
GEORGIA, COLUMBIA COUNTY.
FILED AND RECORDED 10 A.M. 7-7-77
PLAT BOOK 7 PAGE 46
G. B. POLLARD, JR., CLERK
OTHER PROPERTY OF
H. L. & RUBY GARRARD
452.03'
418.31'
S81°-30'W
N64°-30'E
0.63 ACRES
G. W. LONERGAN
PLAT CABINET AA
SLIDE 68 NO. 6
APPROVED
Columbia County
Planning
Commission
7-5 19 77
S31°-32E
132.90'
IPF
IPS
R/W
20
LONERGAN - HULME RD.
12-31-78
IN MY OPINION THIS IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW
PLAT FOR
H L & RUBY GARRARD
129 G.M.D.
COLUMBIA CO. GEORGIA
SCALE 1"=60'
5-16-77

Office Use Only
Date Received:
Public Hearing Date:
File #
BOC Meeting Date:
Commission District:

ZONING APPLICATION

COLUMBIA COUNTY, GEORGIA

PLEASE SELECTION ONE

Type of Application: ☒ Rezoning ☐ Plan Revision ☐ Variance ☐ Variation ☐ Conditional Use

Date of Application: 11/26/25

Rezoning: The undersigned requests that the property described be rezoned from R-A to DC.

Plan Revision[1]: The undersigned requests a revision to the current _____ zoning.

Variance[2]: The undersigned requests a variance to Section _____ of the Columbia County Code of Ordinances.

Variation[3]: The undersigned requests a variation to Section _____ of the Columbia County Code of Ordinances.

NOTE: Please see footnotes on the backside of this sheet.

PROPERTY INFORMATION:

Tax Map # 029 Parcel # 011 Address: 1769 Lonergan Hulme Road

(For multiple properties, please use a separate sheet of paper.) Road Frontage: 7200 feet on the (North) / South / East / West (circle one) side of Nature's Way. Property area is approximately 628 acres and is located 0 feet from the intersection of Nature's Way & Lonergan Hulme Rd. The attached plat for the property was prepared by Cranston, Robertson & Whitehurst and dated 12/16/1994

PROPOSED USE (for rezoning):

If approved, the property will be used for the following purpose(s):

Data Center

OWNERSHIP AND APPLICANT INFORMATION:

OWNER: David M. Byrd Enterprises LLLP	APPLICANT: Byrd Farms LLC
ADDRESS: P.O. Box 560	ADDRESS: P.O. Box 1220
CITY: Appling STATE: GA ZIP: 30802	CITY: Evans STATE: GA ZIP: 30809
PHONE #: [redacted]	PHONE#: [redacted]
Email (or) Fax: [redacted]	Email (or) F[redacted]

DISCLOSURE

Does any local government official or member of their family have a financial interest in the property, or has the applicant made campaign contributions **in the aggregate of $250 or more within the past** two years to any local government official? (Yes or No). **If yes, a full written disclosure must be submitted with this application.**

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

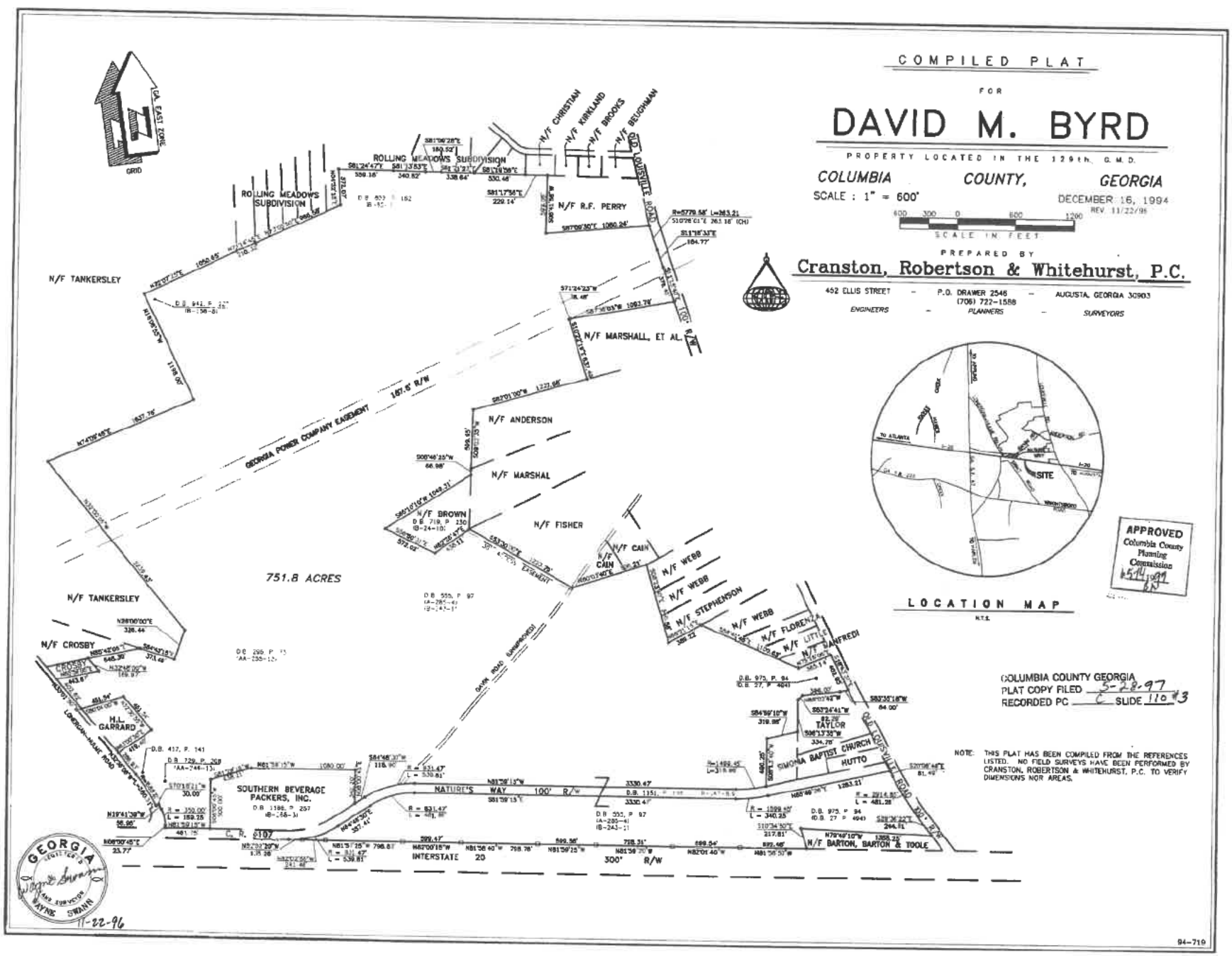
David M Byrd	
Owner's Signature	Applicant's Signature
David M. Byrd	Keith Lawrence
Printed Name	Printed Name

Subscribed and sworn to before me on 29 day of November 2025.

By: _____ Notary Public

LINDA DIEBEL NOTARY PUBLIC COLUMBIA COUNTY GEORGIA EXPIRES July 10, 2027

Please return original notarized application with all supporting documentation and fees, to the Columbia County Planning Department, P.O. Box 498, Evans, GA 30809. Refer to *Fee Schedule.*



COMPILED PLAT

FOR

DAVID M. BYRD

PROPERTY LOCATED IN THE 129th G.M.D.

COLUMBIA COUNTY, GEORGIA

SCALE : 1" = 600'

DECEMBER 16, 1994

REV. 11/22/96

600 300 0 600 1200

SCALE IN FEET

PREPARED BY

Cranston, Robertson & Whitehurst, P.C.

452 ELLIS STREET – P.O. DRAWER 2546 – AUGUSTA, GEORGIA 30903
(706) 722-1588

ENGINEERS – PLANNERS – SURVEYORS

COLUMBIA COUNTY GEORGIA
PLAT COPY FILED 5-28-97
RECORDED PC C SLIDE 110 #3

NOTE: THIS PLAT HAS BEEN COMPILED FROM THE REFERENCES LISTED. NO FIELD SURVEYS HAVE BEEN PERFORMED BY CRANSTON, ROBERTSON & WHITEHURST, P.C. TO VERIFY DIMENSIONS NOR AREAS.

94-719

which option agreement expires at 11:59 p.m. on the ____ day of _____, 2000.

TO HAVE AND TO HOLD the said described premises unto the said Party of the Second Part, its successors and assigns, so that neither the said Party of the First Part nor his successors, nor any other person claiming under him shall at any time claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

IN WITNESS WHEREOF, the said Party of the First Part has hereunto set his hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

Unofficial Witness

DAVID M. BYRD (SEAL)

Notary Public
Richmond County, Georgia

My Commission Expires:_____

Notary Public, Columbia County, Georgia
My Commission Expires Jan. 29, 2001

NOTARY PUBLIC

45

https://search.gsccca.org/Imaging/HTML5Viewer.aspx?id=3808995&key1=1851&key2=101&county=36&countyname=COLUMBIA&userid=473290&ap... 1/1

GEORGIA, COLUMBIA COUNTY 6113
FILED AND RECORDED 9A 5-28-97
Deed BOOK 1851 PAGE 44-45

MARY W. REEVES CLERK OF COURT

TITLE NOT EXAMINED

RETURN TO:
Robert C. Nagler
Fulcher, Nagler, Reed, Hanks & Harper
510 Greene Street
P.O. Box 1477
Augusta, GA 30903-1477

Georgia, Columbia County, 1,708.30
This is to certify that $ ...
Georgia Real Estate Transfer Tax
5-28-97
Mary W. Reeves
Superior Court

STATE OF GEORGIA)
) QUIT-CLAIM DEED
COUNTY OF COLUMBIA)

THIS INDENTURE, made this 27th day of May, 1997, between DAVID M. BYRD, of Columbia County, Georgia, as Party of the First Part, and DAVID M. BYRD ENTERPRISES, L.L.L.P., a Georgia limited liability limited partnership, as Party of the Second Part.

W I T N E S S E T H :

That the said Party of the First Part for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold and does by these presents bargain, sell, remise, release, and forever quit-claim to the said Party of the Second Part, its successors and assigns, all the right, title, interest, claim or demand which the said Party of the First Part has or may have had in and to the following described property:

A ninety-nine (99%) percent undivided interest in all that tract or parcel of land, with all improvements thereon, situate, lying and being in Columbia County, Georgia, containing 751.8 acres, more or less, as more particularly described on a plat prepared for David M. Byrd by Cranston, Robertson & Whitehurst, P.C. dated December 16, 1994, revised November 22, 1996, and recorded in Plat Cabinet C, Slide 110, No. 3, in the Office of the Clerk of the Superior Court of Columbia County, Georgia, to which plat reference is made for a complete and accurate description of the said property, its exact location, dimensions, metes and bounds.

A portion of the property transferred herein is subject to that certain option agreement dated the _____ day of _____, 1992, between David M. Byrd, Seller, and the Development Authority of Columbia County, Purchaser,

https://search.gsccca.org/Imaging/HTML5Viewer.aspx?id=3808995&key1=1851&key2=101&county=36&countyname=COLUMBIA&userid=473290&ap... 1/1

Office Use Only
Date Received:
Public Hearing Date:
File #
BOC Meeting Date:
Commission District:

ZONING APPLICATION

COLUMBIA COUNTY, GEORGIA

PLEASE SELECTION ONE

Type of Application: ☒ Rezoning ☐ Plan Revision ☐ Variance ☐ Variation ☐ Conditional Use

Date of Application: 12/3/25

Rezoning: The undersigned requests that the property described be rezoned from R-A to DC.

Plan Revision[1]: The undersigned requests a revision to the current _____ zoning.

Variance[2]: The undersigned requests a variance to Section _____ of the Columbia County Code of Ordinances.

Variation[3]: The undersigned requests a variation to Section _____ of the Columbia County Code of Ordinances.

NOTE: Please see footnotes on the backside of this sheet.

PROPERTY INFORMATION:

Tax Map # 029 Parcel # 010A Address: 1781 Lonergan Hulme Rd
(For multiple properties, please use a separate sheet of paper.) Road Frontage: 447 feet on the North / South / East / West (circle one) side of Lonergan Hulme Rd. Property area is approximately 4.33 acres and is located 1054 feet from the intersection of Lonergan Hulme Rd & Nature's Way. The attached plat for the property was prepared by Jimmy Garland Norman and dated 9/7/76

PROPOSED USE (for rezoning):
If approved, the property will be used for the following purpose(s):
Data Center

OWNERSHIP AND APPLICANT INFORMATION:

OWNER: Constance Marie Holley AKA Constance Marie Langford Zaun
ADDRESS: 1781 Lonergan Hulme Rd
CITY: Appling STATE: Ga ZIP: 30802
PHONE #: [redacted]
Email (or) Fax [redacted]

APPLICANT: Byrd Farms LLC
ADDRESS: P.O. Box 1220
CITY: Evans STATE: Ga ZIP: 30809
PHONE#: [redacted]
Email (or) Fax [redacted]

DISCLOSURE
Does any local government official or member of their family have a financial interest in the property, or has the applicant made campaign contributions in the aggregate of $250 or more within the past two years to any local government official? (Yes or No). **If yes, a full written disclosure must be submitted with this application.**

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

Constance L Zaun
Owner's Signature

Applicant's Signature

Constance L. Zaun
Printed Name

Keith Lawrence
Printed Name

Subscribed and sworn to before me on 3 day of December 2025
By: _____ Notary Public

LINDA DIEBEL NOTARY PUBLIC EXPIRES GEORGIA July 10, 2027 COLUMBIA COUNTY

Please return original notarized application with all supporting documentation and fees, to the Columbia County Planning Department, P.O. Box 498, Evans, GA 30809. Refer to *Fee Schedule.*

CLERK OF SUPERIOR COURT
COLUMBIA COUNTY, GEORGIA
FILED IN OFFICE

2015 AUG 31 AM 10: 59

BOOK 10004 PAGE 15-16
CINDY MASON, CLERK

Please record and return to:
Jimmy D. Plunkett, PC
Post Office Box 1576
234 Main Street
Thomson, Georgia 30824
(706) 595-6700

PT61-036201500533O

Deed
Doc: QCD

Recorded 08/31/2015 10:59AM
Georgia Transfer Tax Paid : $0.00
CINDY MASON
Clerk Superior Court, Columbia County
B 10004 P 0015-0016

QUITCLAIM DEED
(TITLE NOT EXAMINED)

State of Georgia
County of Columbia

THIS INDENTURE, made the 31st day of August, 2015 between **RUBY N. GARRARD and H.L. GARRARD** of the State of Georgia and County of Columbia, parties of the first part, hereinafter called Grantors and **CONTSTANCE MARIE HOLLEY,** of the State of Georgia, County of Rn & Forsyth N.S.S ~~Columbia~~, party of the second part, hereinafter called Grantee (the words "Grantors" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantors, for and in consideration of LOVE AND AFFECTION and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee any and all interest Grantors may possess in and to the following-described property, to-wit:

TRACT I:

ALL that certain lot, tract or parcel of land, with all improvements thereon, situate, lying and being in Columbia County, Georgia, containing 4.33 acres and being bounded now or formerly, as follows: North by land of David M. Byrd & David M. Byrd Enterprises LLLP; East by land of David M. Byrd & David M. Byrd Enterprises LLLP; South by other land of Ruby N. & H.L. Garrard; and West by Lonergan-Hulme Road; the same being more

particularly shown on a plat recorded in the Office of the Clerk of Superior Court of Columbia County, Georgia, in Plat Cabinet AA – 24#5. Said property is known as Map/Parcel Number 029 010A in the Columbia County Tax Assessors Office.

TRACT II:

ALL that certain lot, tract or parcel of land, with all improvements thereon, situate, lying and being in Columbia County, Georgia, containing 0.63 acres and being bounded now or formerly, as follows: North by other land of Ruby N. & H.L. Garrard; East by land of David M. Byrd & David M. Byrd Enterprises LLLP; South by land of David M. Byrd & David M. Byrd Enterprises LLLP; and West by Lonergan-Hulme Road; the same being more particularly shown on a plat recorded in the Office of the Clerk of Superior Court of Columbia County, Georgia, in Plat Cabinet AA – 62#. Said property is known as Map/Parcel Number 029 010B in the Columbia County Tax Assessors Office.

TO HAVE AND TO HOLD the said described premises to Grantee, so that Grantors nor any person or persons claiming under Grantors shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, Grantors, **RUBY N. GARRARD and H.L. GARRARD** have signed and sealed this deed, the day and year first above written.

Witness

Ruby N. Garrard
RUBY N. GARRARD

Notary Public
Columbia County, State of Georgia
My Commission Expires: May 10, 2016

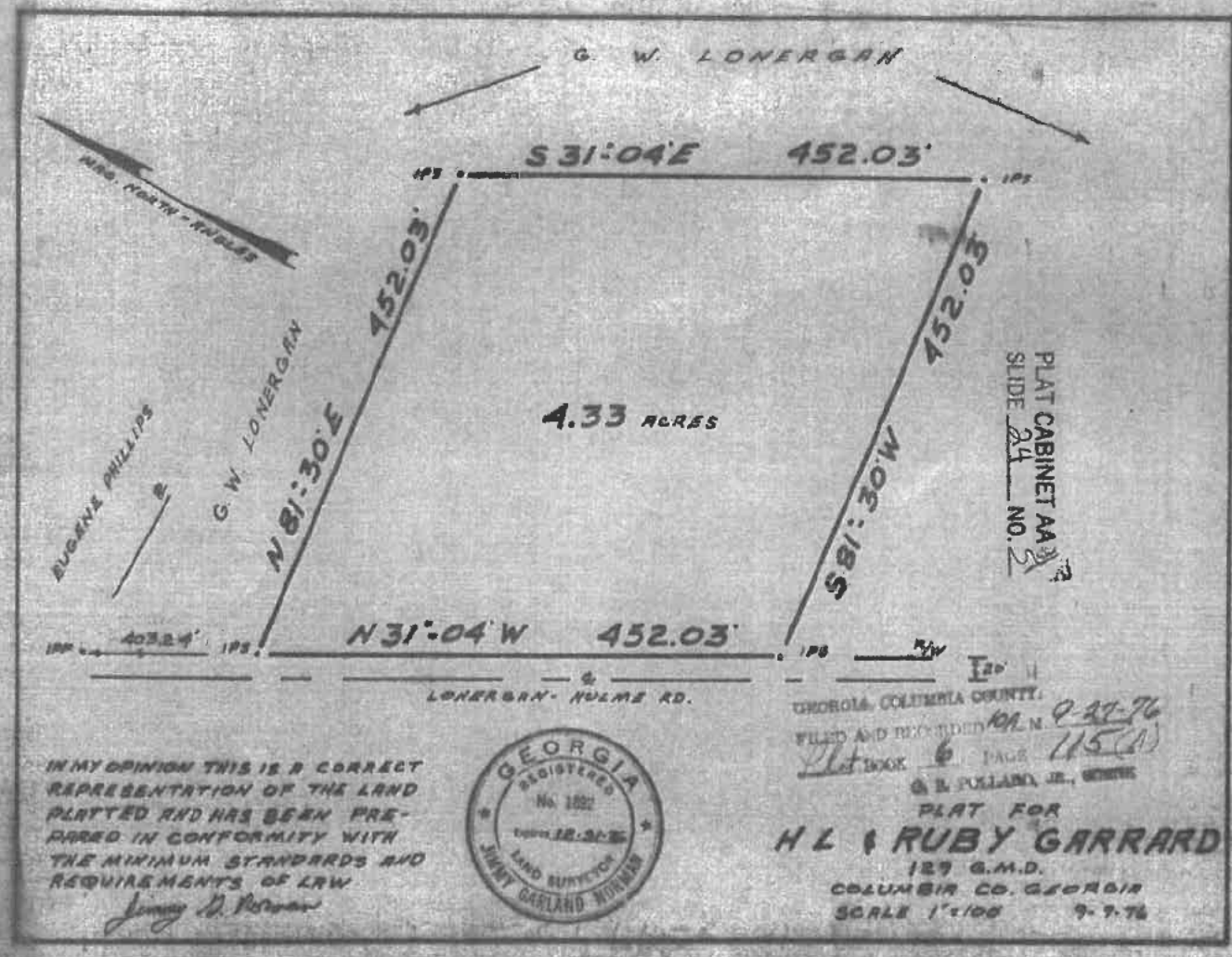
KIMBERLY H. LONERGAN ★ NOTARY PUBLIC ★ COLUMBIA CO., GA ★ MY COMMISSION EXPIRES MAY 10 2016

Witness

H L Garrard
H.L. GARRARD

Notary Public
Columbia County, State of Georgia
My Commission Expires: May 10, 2016

KIMBERLY H. LONERGAN ★ NOTARY PUBLIC ★ COLUMBIA CO., GA ★ MY COMMISSION EXPIRES MAY 10 2016


G. W. LONERGAN
MAG. NORTH - ANGLES
S 31°-04'E 452.03'
1PS
1PS
452.03'
452.03'
N 81°-30'E
S 81°-30'W
4.33 ACRES
G.W. LONERGAN
EUGENE PHILLIPS
403.24'
1PS
N 31°-04'W 452.03'
1PS
R/W
20'
LONERGAN - HULME RD.
PLAT CABINET AA
SLIDE 24 NO. 5
GEORGIA, COLUMBIA COUNTY.
FILED AND RECORDED 10A M. 9-27-76
Plat BOOK 6 PAGE 115(A)
G. B. POLLARD, JR., CLERK
IN MY OPINION THIS IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW
Jimmy G. Norman
GEORGIA
REGISTERED
No. 1892
Expires 12-31-76
LAND SURVEYOR
JIMMY GARLAND NORMAN
PLAT FOR
H L & RUBY GARRARD
129 G.M.D.
COLUMBIA CO. GEORGIA
SCALE 1"=100 9-9-76

Office Use Only
Date Received:
Public Hearing Date:
File #
BOC Meeting Date:
Commission District:

ZONING APPLICATION

COLUMBIA COUNTY, GEORGIA

PLEASE SELECTION ONE

Type of Application: [X] Rezoning [ ] Plan Revision [ ] Variance [ ] Variation [ ] Conditional Use

Date of Application: 12/1/25

Rezoning: The undersigned requests that the property described be rezoned from R-A to D C.

Plan Revision[1]: The undersigned requests a revision to the current _____ zoning.

Variance[2]: The undersigned requests a variance to Section _____ of the Columbia County Code of Ordinances.

Variation[3]: The undersigned requests a variation to Section _____ of the Columbia County Code of Ordinances.

NOTE: Please see footnotes on the backside of this sheet.

PROPERTY INFORMATION:

Tax Map # 029 Parcel # 009 Address: 1803 Lonergan Hulme Road
(For multiple properties, please use a separate sheet of paper.) Road Frontage: 171 feet on the North / South / East / West (circle one) side of Lonergan Hulme Rd. Property area is approximately 1.44 acres and is located 1920 feet from the intersection of Lonergan Hulme Rd + Natures Way. The attached plat for the property was prepared by John A Mebill and dated 12/4/95

PROPOSED USE (for rezoning):
If approved, the property will be used for the following purpose(s):
Data Center

OWNERSHIP AND APPLICANT INFORMATION:

OWNER: Ryan Neil Crosby
ADDRESS: 1803 Lonergan Hulme Road
CITY: Appling STATE: Ga ZIP: 30802
PHONE #: [redacted]
Email (or) Fax: [redacted]

APPLICANT: Byrd Farms LLC
ADDRESS: P.O. Box 1220
CITY: Evans STATE: Ga ZIP: 30809
PHONE#: [redacted]
Email (or) Fa[redacted]

DISCLOSURE
Does any local government official or member of their family have a financial interest in the property, or has the applicant made campaign contributions in the aggregate of $250 or more within the past two years to any local government official? (Yes or No). **If yes, a full written disclosure must be submitted with this application.**

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

Owner's Signature

Ryan Neil Crosby
Printed Name

Applicant's Signature

Keith Lawrence
Printed Name

Subscribed and sworn to before me on 1 day of December 2025
By: _____ Notary Public

LINDA DIEBEL NOTARY PUBLIC COLUMBIA COUNTY GEORGIA EXPIRES July 10, 2027

Please return original notarized application with all supporting documentation and fees to the Columbia County Planning Department, P.O. Box 498, Evans, GA 30809. Refer to *Fee Schedule*.

Recorded 09/27/2022 10:29AM Deed
Georgia Transfer Tax Paid : $0.00 Doc: ESTD
CINDY MASON
Clerk Superior Court, Columbia County
B 14480 p 0154-0155

CLERK OF SUPERIOR COURT
COLUMBIA COUNTY, GEORGIA
FILED AND RECORDED 10:29AM. 9/27/2022
BOOK 14480 PAGE 154-155
CINDY MASON, CLERK
PT-036202200 6604

Prepared by: L. E. Maioriello
Attorney at Law
P. O. Box 358
Appling, GA 30802

STATE OF GEORGIA :
: **DEED OF ASSENT**
COLUMBIA COUNTY :

THIS INDENTURE made and entered into this 23rd day of September, 20_____ by and between MELANIE C. MORIN, in her representative capacity as Executor under the Will of MARY DENISE CROSBY, of Columbia County, Georgia, deceased, hereinafter referred to as Grantor, and RYAN NEIL CROSBY, hereinafter referred to as Grantee.

WITNESSETH

WHEREAS MARY DENISE CROSBY, deceased, late of Columbia County, Georgia died after having made and executed her Last Will And Testament dated August 6, 2016 and

WHEREAS, said Will was duly probated in Solemn Form in the Probate Court of Columbia County, Georgia and now appears of record in the Office of said Probate Court, and

WHEREAS, by said Last Will and Testament the said MARY DENISE CROSBY., appointed MELANIE C. MORIN as Executor of said Will, and she duly qualified as such and is the duly qualified Executor of the Estate at the present time; and

WHEREAS the Estate of the said MARY DENISE CROSBY has been fully administered and all of her debts have been paid and any specific bequest set forth in said Will has been fully satisfied and there is no liability for Estate tax or adequate provision has been made for the payment of same; and

WHEREAS by ITEM THREE of her Will, the said MARY DENISE CROSBY devised certain property to RYAN NEIL CROSBY, in fee simple.

WHEREAS, it is in order that the said MELANIE C. MORIN, in her representative capacity as Executor, now assent to the devise of the property hereinafter described to the aforesaid Grantee, individually

NOW THEREFORE:

MELANIE C. MORIN, as Executor under the Will of MARY DENISE CROSBY, deceased, in accordance with the provisions of ITEM THREE of the Last Will and Testament of said MARY DENISE CROSBY, and in further consideration of the premises, hereby assents to the devise of the below described property unto RYAN NBEIL CROSBY, said Grantee, so that the right, title and interest of said MARY DENISE CROSBY, deceased, in and to the following described property, is vested in said Grantee, to-wit:

ALL that tract or parcel of land, with improvements thereon, situate, lying and being in the 129th District G.M., of Columbia County, Georgia, containing 1.52 acres and bounded as follows: NORTH by lot of Harry James; EAST and SOUTH by lands now or formerly of G. W. Lonergan; WEST by Lonergan-Hulme Road on which said lot fronts for a distance of 170.00 feet. Being more fully shown on a plat made by Jimmy Garland Norman, Land Surveyor, dated October 10, 1975, which plat is recorded in the Office of the Clerk of Superior Court for Columbia County, Georgia, in Plat Book 5, page 185, reference being hereby made to said plat for a more complete and accurate description of said lot as to metes, bounds, distances, courses and locations.

Said property is known under the system of numbering presently in use in Columbia County, Georgia as 1803 Lonergan Hulme Road, Appling, Georgia 30802

Map and Parcel #: 029 009

TO HAVE AND TO HOLD the said tract or parcel of land, with improvements thereon, together with all and singular the rights, ways, hereditaments and appurtenances thereunto belonging, or in anywise appertaining unto the said RYAN NEIL CROSBY, in as full and ample a manner as the same was held and enjoyed by the said MARY DENISE CROSBY, in her lifetime.

IN WITNESS WHEREOF, the said MELANIE C. MORIN, as Executor as aforesaid has hereunto set her hand and seal the day and year first above written.

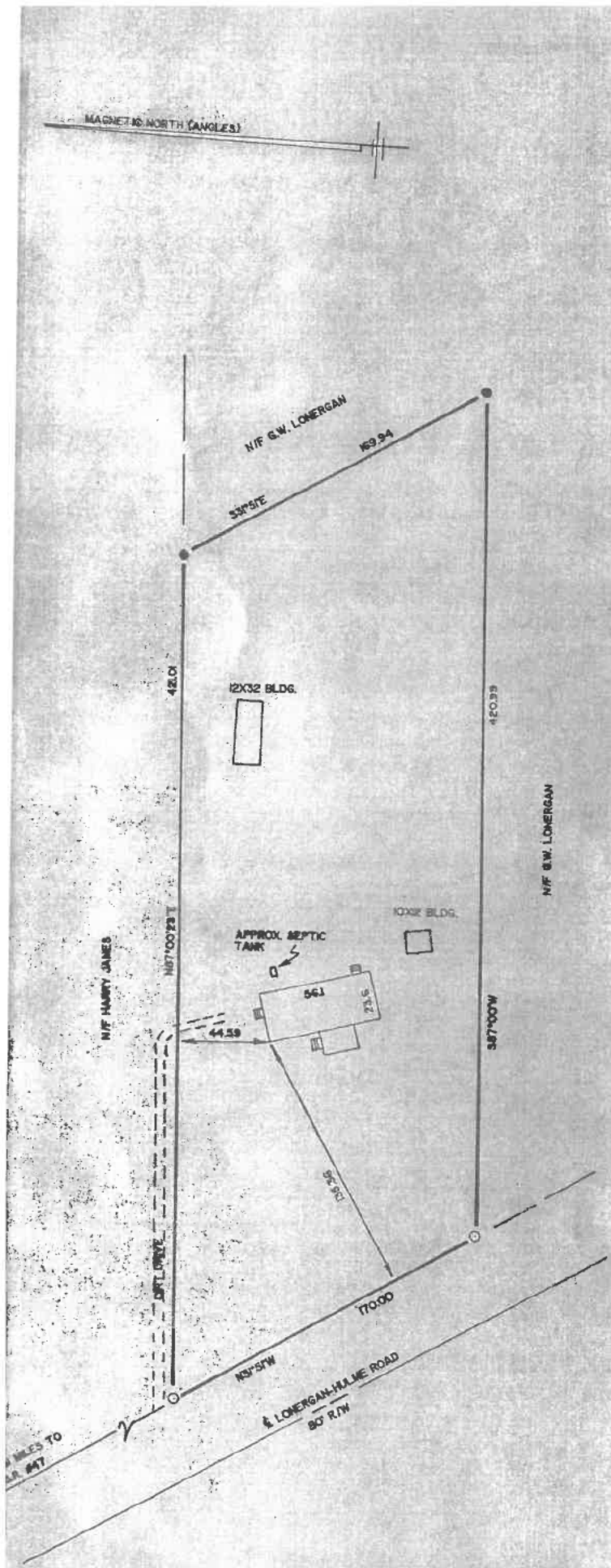
M. Dan C. Morin (L.S.)
MELANIE C. MORIN
In his representative capacity as Executor
u/w of MARY DENISE CROSBY

Signed, sealed and delivered
in the presence of:

Witness

Notary Public
My Commission Expires: 6/14/25

LAWRENCE E. MAIORELLO NOTARY PUBLIC COLUMBIA COUNTY, GA



PLAT FOR

RUSSELL M. and MARY D. CROSBY

129 GMD, 1.44 ACRES

COLUMBIA COUNTY, GEORGIA

SCALE 1" = 50' DECEMBER 4, 1995

MAP CLOSURE 1/82,837
TOPCON GTS-3

● - 3/4" PIPE FOUND
○ - REBAR SET

THIS PLAT IS SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY AN PROTECTIVE COVENANTS OF RECORD.

THIS PROPERTY DOES NOT LIE WITHIN A FLOOD PRONE AREA. PER COMMUNITY PANEL #130053 0075 A.

GEORGIA
No. 1781
JOHN A. McGILL

JOHN A. McGILL, R.L.S. #1781
McGILL AND ASSOCIATES LAND SURVEYORS
914 SHELDS POND ROAD
THOMSON, GEORGIA 30824
(706)595-5622

APPROVED
Columbia County
Planning
Commission
12/6 1995

COLUMBIA COUNTY GEORGIA
PLAT COPY FILED 12-11-95
RECORDED PC C SLIDE 10 # 7

50 25 0 50
SCALE IN FEET

Office Use Only
Date Received:
Public Hearing Date:
File #
BOC Meeting Date:
Commission District:

ZONING APPLICATION

COLUMBIA COUNTY, GEORGIA

PLEASE SELECTION ONE

Type of Application: ☒ Rezoning ☐ Plan Revision ☐ Variance ☐ Variation ☐ Conditional Use

Date of Application: 12/1/25

Rezoning: The undersigned requests that the property described be rezoned from R-A to DC.

Plan Revision[1]**:** The undersigned requests a revision to the current _____ zoning.

Variance[2]**:** The undersigned requests a variance to Section _____ of the Columbia County Code of Ordinances.

Variation[3]**:** The undersigned requests a variation to Section _____ of the Columbia County Code of Ordinances.

NOTE: Please see footnotes on the backside of this sheet.

PROPERTY INFORMATION:

Tax Map # 029 Parcel # 008A Address: 1805 Lonergan Hulme Rd
(For multiple properties, please use a separate sheet of paper.) Road Frontage: 196 feet on the North / South / (East) / West (circle one) side of Lonergan Hulme Rd. Property area is approximately 3.42 acres and is located 2054 feet from the intersection of Lonergan Hulme Rd & Nature's Way. The attached plat for the property was prepared by ~~Hutcheson Bratcher & Associates~~ Dykes & Associates and dated ~~7/15/03~~ 9/9/05

PROPOSED USE (for rezoning):
If approved, the property will be used for the following purpose(s):
Data Center

OWNERSHIP AND APPLICANT INFORMATION:

OWNER: Melissa D Willis	APPLICANT: Byrd Farms LLC
ADDRESS: 1805 Lonergan Hulme Rd	ADDRESS: P.O. Box 1220
CITY: Appling STATE: Ga ZIP: 30802	CITY: Evans STATE: Ga ZIP: 30809
PHONE #: [redacted]	PHONE#: [redacted]
Email (or) Fax: [redacted]	Email (or) Fa[redacted]

DISCLOSURE
Does any local government official or member of their family have a financial interest in the property, or has the applicant made campaign contributions in the aggregate of $250 or more within the past two years to any local government official? (Yes or No). **If yes, a full written disclosure must be submitted with this application.**

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

Owner's Signature — Applicant's Signature

Melissa D. Willis AKA Melissa D. Keith — Keith Lawrence

Printed Name — Printed Name

Subscribed and sworn to before me on 1 day of Dec 20 25

By: _____ Notary Public

LINDA DIEBEL NOTARY PUBLIC GEORGIA July 10, 2027 COLUMBIA COUNTY

Please return original notarized application with all supporting documentation and fees, to the Columbia County Planning Department, P.O. Box 498, Evans, GA 30809. Refer to *Fee Schedule*.

BK 6964 PG 178

PT610362009002705

Recorded 06/12/2009 09:56AM
Georgia Transfer Tax Paid : $0.00
CINDY MASON
Clerk Superior Court, Columbia County
B 06964 P 0178

Deed
Doc: QCD

CLERK OF SUPERIOR COURT
COLUMBIA COUNTY, GEORGIA

2009 JUN 12 AM 9:56
178
CINDY MASON, CLERK

——SPACE ABOVE RESERVED FOR RECORDING INFORMATION——

AFTER RECORDING RETURN TO:
WILLIAM M. WHEELER, PC
Post Office Box 427
Thomson, GA 30824
(706) 595-4714

Quitclaim Deed Form 892 Clyde Castleberry Co., Covington, GA. 30014

TITLE NOT EXAMINED

State of Georgia, COLUMBIA **County**

THIS INDENTURE, made the 14th day of May in the year 2009, between

JEFFERY D. WILLIS

of the County of Columbia, and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

MELISSA D. WILLIS

of the County of Columbia, and State of Georgia, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of one dollar ($1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said grantee all his interest in and to the following described property, to-wit:

ALL that lot or parcel of land with improvements thereon, situate, lying and being in the State of Georgia, in the County of Columbia, being shown and designated as containing Parcel 2, containing 3.42 acres, more or less, as shown on a plat recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia, in Plat Cabinet E, Slide 160#6; reference being made to said plat for a more complete and accurate description as to the metes, bounds and location of said property.

Said property is hereby conveyed subject to any and all easements and restrictions recorded in the aforesaid Clerk's Office; and, further, subject to any outstanding indebtedness due on said property.

This property is known as Map 29, Parcel 8A, 1805 Lonergan Hulme Road, Appling, Georgia 30802.

TO HAVE AND TO HOLD the said described premises to grantee, so that neither grantor nor any person or persons claiming under grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

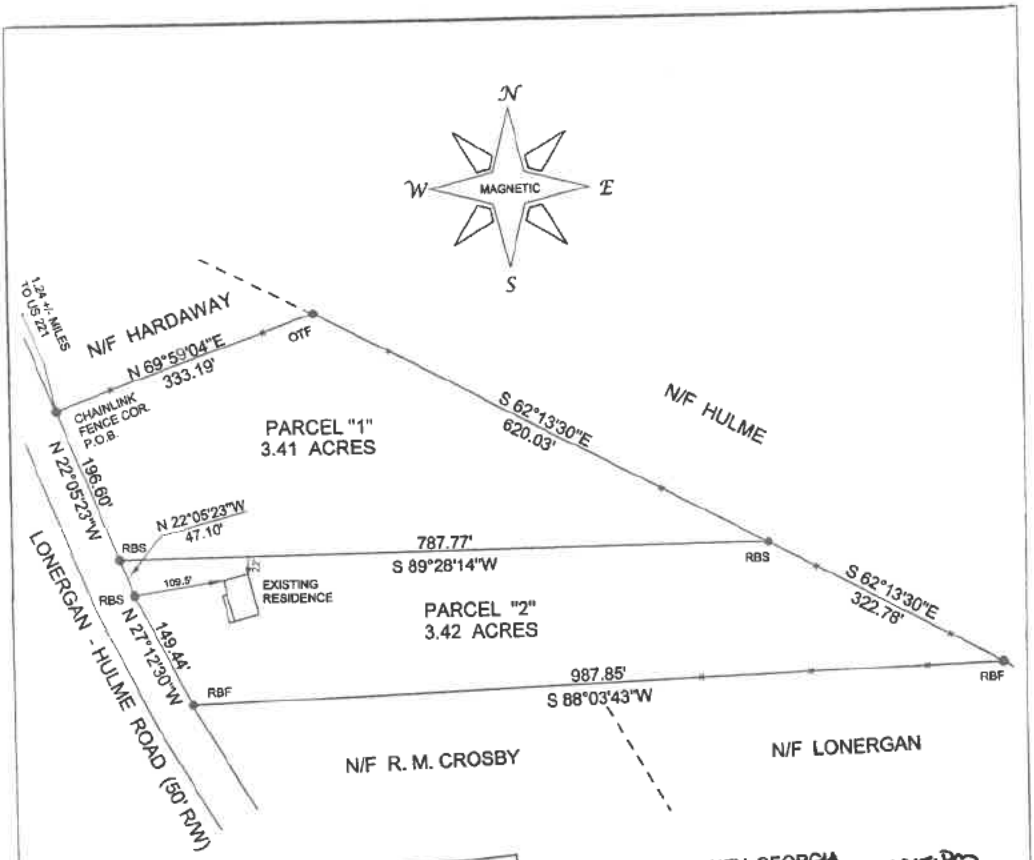
Signed, sealed and delivered in the presence of: (Seal)

JEFFERY D. WILLIS (Seal)

William M. Wheeler (Seal)
(Witness)

Gina J. Timmerman (Seal)
(Notary Public)

GINA J. TIMMERMAN NOTARY EXPIRES GEORGIA JUNE 14, 2010 PUBLIC MCDUFFIE COUNTY



APPROVED
Columbia County
Planning
Commission
JS 9/9/05

COLUMBIA COUNTY GEORGIA
PLAT COPY FILED 11-14-05 12:51 PM
RECORDED PC E SLIDE 160 #6

- LEGEND -
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
P/L = PROPERTY LINE
C/L = CENTERLINE
N/F = NOW OR FORMERLY
R.B.F. = REBAR FOUND
R.B.S. = REBAR SET
C.M.F. = CONCRETE MARKER FOUND
C.M.S. = CONCRETE MARKER SET
M.B.L. = MINIMUM BUILDING LINE
O.T.F. = OPEN TOP PIPE FOUND
A.I.F. = ANGLE IRON FOUND

OWNER CERTIFICATION
WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN ON THIS PLAT. THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY, THAT ALL STATE AND COUNTY TAXES OR OTHER ASSESSMENTS NOW DUE ON THIS LAND HAVE BEEN PAID, AND THAT WE ADOPT THIS PLAN OF SUBDIVISION WITH OUR FREE CONSENT.

SIGNATURE(S)

ACCORDING TO THE PLAT(S) ON RECORD, THIS PROPERTY IS NOT IN A 100 YEAR FLOOD ZONE.

NOTES
FIELD DATA
ANGULAR ERROR: 0° 00' 08" / ANGLE
ERROR OF CLOSURE: 1' IN 23,670'
PLAT DATA
ADJUSTED BY: COMPASS RULE
ERROR OF CLOSURE: 1' IN 50,000'+
EQUIPMENT USED:
TOPCON GPT - 2006
REFERENCE(S):
PLAT CAB. AA SLIDE 65 / 2
PLAT CAB E SLIDE 24 / 1

TITLE
PARCEL 1: 3.41 AC. & PARCEL 2: 3.42 AC.
A REDIVISION FOR: R. M. CROSBY

LOCATION
129th G. M. D. - COLUMBIA COUNTY, GA.

SURVEY AND PLAT DATE:
SEPTEMBER 9, 2005

SCALE: 1" = 150'
150 0 150 300

GEORGIA REGISTERED No. 2644 LAND SURVEYOR JOHN E. DYKES, JR.
9/9/05

THIS FIELD SURVEY AND PLAT WAS PREPARED AT THE REQUEST OF AND FOR THE EXCLUSIVE USE OF THE OWNER(S) OF THIS PROPERTY AS SHOWN IN THE TITLE BLOCK.

NOTE: THIS PROPERTY MAY ALSO BE SUBJECT TO EASEMENTS, SETBACKS OR REGULATIONS NOT SHOWN ON THE PLAT BUT MAY BE ON RECORD IN THE CLERK OF SUPERIOR COURT'S OFFICE.

PREPARED BY: JOHN E. DYKES, JR, R.L.S.
DYKES & ASSOCIATES
4571 - C COX ROAD EVANS, GA. 30809
706 - 855 - 0577

05-083

Office Use Only
Date Received:
Public Hearing Date:
File #
BOC Meeting Date:
Commission District:

ZONING APPLICATION

COLUMBIA COUNTY, GEORGIA

PLEASE SELECTION ONE

Type of Application: ☒ Rezoning ☐ Plan Revision ☐ Variance ☐ Variation ☐ Conditional Use

Date of Application: 12/1/25

Rezoning: The undersigned requests that the property described be rezoned from R-A to D C.

Plan Revision[1]: The undersigned requests a revision to the current _____ zoning.

Variance[2]: The undersigned requests a variance to Section _____ of the Columbia County Code of Ordinances.

Variation[3]: The undersigned requests a variation to Section _____ of the Columbia County Code of Ordinances.

NOTE: Please see footnotes on the backside of this sheet.

PROPERTY INFORMATION:

Tax Map # 029 Parcel # 008 Address: 1807 Lonergan Hulme Road
(For multiple properties, please use a separate sheet of paper.) Road Frontage: 195 feet on the North / South / (East) West (circle one) side of Lonergan Hulme Rd. Property area is approximately 3.41 acres and is located 2260 feet from the intersection of Lonergan Hulme Rd & Natures Way. The attached plat for the property was prepared by Dykes & Associates and dated 9/9/05

PROPOSED USE (for rezoning):

If approved, the property will be used for the following purpose(s):
Data Center

OWNERSHIP AND APPLICANT INFORMATION:

OWNER: Melanie C Morin
ADDRESS: 1807 Lonergan Hulme Rd
CITY: Appling STATE: Ga ZIP: 30802
PHONE #: [redacted]
Email (or) Fax: [redacted]

APPLICANT: Byrd Farms LLC
ADDRESS: P.O. Box 1220
CITY: Evans STATE: Ga ZIP: 30809
PHONE#: [redacted]
Email (or) Fax: [redacted]

DISCLOSURE

Does any local government official or member of their family have a financial interest in the property, or has the applicant made campaign contributions in the aggregate of $250 or more within the past two years to any local government official? (Yes or No). **If yes, a full written disclosure must be submitted with this application.**

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

Melanie C. Morin
Owner's Signature

Applicant's Signature

Melanie C Morin
Printed Name

Keith Lawrence
Printed Name

Subscribed and sworn to before me on 1 day of December 2025

By: _____ Notary Public

LINDA DIEBEL NOTARY EXPIRES GEORGIA July 10, 2027 PUBLIC COLUMBIA COUNTY

Please return original notarized application with all supporting documentation and fees, to the Columbia County Planning Department, P.O. Box 498, Evans, GA 30809. Refer to *Fee Schedule.*

Date Received: _____
Public Hearing Date: _____
File # _____

ZONING APPLICATION

COLUMBIA COUNTY, GEORGIA

ADDITIONAL OWNERSHIP INFORMATION:

OWNER: Gordon A Morin
ADDRESS: 1807 Lonergan Holmes Rd
CITY: Appling STATE: Ga ZIP: 30802
PHONE #: 706-361-1005
Email (or) Fax: gordon morin 0606@gmail.com

OWNER: _____
ADDRESS: _____
CITY: _____ STATE: ____ ZIP: _____
PHONE#: _____
Email (or) Fax: _____

DISCLOSURE

Does any local government official or member of their family have a financial interest in the property, or has the applicant made campaign contributions in the aggregate of $250 or more within the past two years to any local government official? (Yes or No). **If yes, a full written disclosure must be submitted with this application.**

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

Owner's Signature

Gordon A Morin
Printed Name

_____
Owner's Signature

_____
Printed Name

Subscribed and sworn to before me on 1 day of Dec 2025.

By: _____ Notary Public

LINDA DIEBEL NOTARY EXPIRES GEORGIA July 10, 2027 PUBLIC COLUMBIA COUNTY

ADDITIONAL OWNERSHIP INFORMATION:

OWNER: _____
ADDRESS: _____
CITY: _____ STATE: ____ ZIP: _____
PHONE #: _____
Email (or) Fax: _____

OWNER: _____
ADDRESS: _____
CITY: _____ STATE: ____ ZIP: _____
PHONE#: _____
Email (or) Fax: _____

DISCLOSURE

Does any local government official or member of their family have a financial interest in the property, or has the applicant made campaign contributions in the aggregate of $250 or more within the past two years to any local government official? (Yes or No). **If yes, a full written disclosure must be submitted with this application.**

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

_____
Owner's Signature

_____
Printed Name

_____
Owner's Signature

_____
Printed Name

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

By: _____ Notary Public

CLERK OF SUPERIOR COURT
COLUMBIA COUNTY, GEORGIA
FILED IN OFFICE

2016 SEP 27 AM 9:50
BOOK 10566 PAGE 167-168
CINDY MASON, CLERK

VOID

2016 AUG -4 AM 11:00
BOOK _____ PAGE _____
CINDY MASON, CLERK

P161 036 2016 00 4643

Recorded 09/27/2016 09:50AM
Georgia Transfer Tax Paid : $0.00
CINDY MASON
Clerk Superior Court, Columbia County
B 10566 P 0167-0168

Deed
Doc: WD

RECORDATION REQUESTED BY/RETURN TO:
TIMIOS, INC.
5716 CORSA AVE
WESTLAKE VILLAGE, CA 91362

FOR RECORDER'S USE ONLY

WARRANTY DEED

STATE OF GEORGIA
COUNTY OF COLUMBIA

THIS INDENTURE, Made the 18th day of July 2016, between **MELAINE C. MORIN ALSO KNOWN AS MELAINE C. CROSBY** whose mailing address is 1807 LONERGAN HULME RD, APPLING, GA 30802, as party or parties of the first part, hereinafter called Grantor, and **MELAINE C. MORIN AND GORDON A. MORIN, WIFE AND HUSBAND** whose mailing address is 1807 LONERGAN HULME RD, APPLING, GA 30802, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That Grantor for and in consideration of the sum of 0.00 Dollars ($) AND OTHER VALUABLE CONSIDERATIONS in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold aliened, conveyed and confirmed, and by these presents does hereby grant, bargain, sell alien, convey and confirm unto the said Grantee, all that tract or parcel of land described as follows:

ALL THAT LOT OR PARCEL OF LAND WITH IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN THE STATE OF GEORGIA, IN THE COUNTY OF COLUMBIA, BEING SHOWN AND DESIGNATED AS:

PARCEL "1" CONTAINING 3.41 ACRES, ON A PLAT PREPARED BY JOHN E. DUKES, JR., R.L.S. DATED SEPTEMBER 9, 2005 AND RECORDED IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF COLUMBIA COUNTY, GEORGIA, PLAT CABINET E, SLIDE 160 #6; REFERENCE BEING MADE TO SAID PLAT FOR A MORE COMPLETE AND ACCURATE DESCRIPTION AS TO THE METES, BOUNDS AND LOCATION OF SAID PROPERTY.

SAID PROPERTY IS HEREBY CONVEYED SUBJECT TO PROTECTIVE COVENANTS AND TO ANY AND ALL OTHER EASEMENTS AND RESTRICTIONS OF RECORD IN

THE AFORESAID CLERK'S OFFICE.

APN: 029 008

Property address: 1807 LONERGAN HULME RD, APPLING, GA 30802

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever, in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property, unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed this day of 18th of July, 2016,
in the presence of:

Karen D Vallee
Unofficial Witness Signature

Melaine C. Morin
A/K/A Melaine C. Crosby
MELAINE C. MORIN
A/K/A MELAINE C. CROSBY

KAREN D. VALLEE
Printed Unofficial Witness Name

Vanessa Flournoy
Unofficial Witness Signature

VANESSA FLOURNOY
Printed Unofficial Witness Name

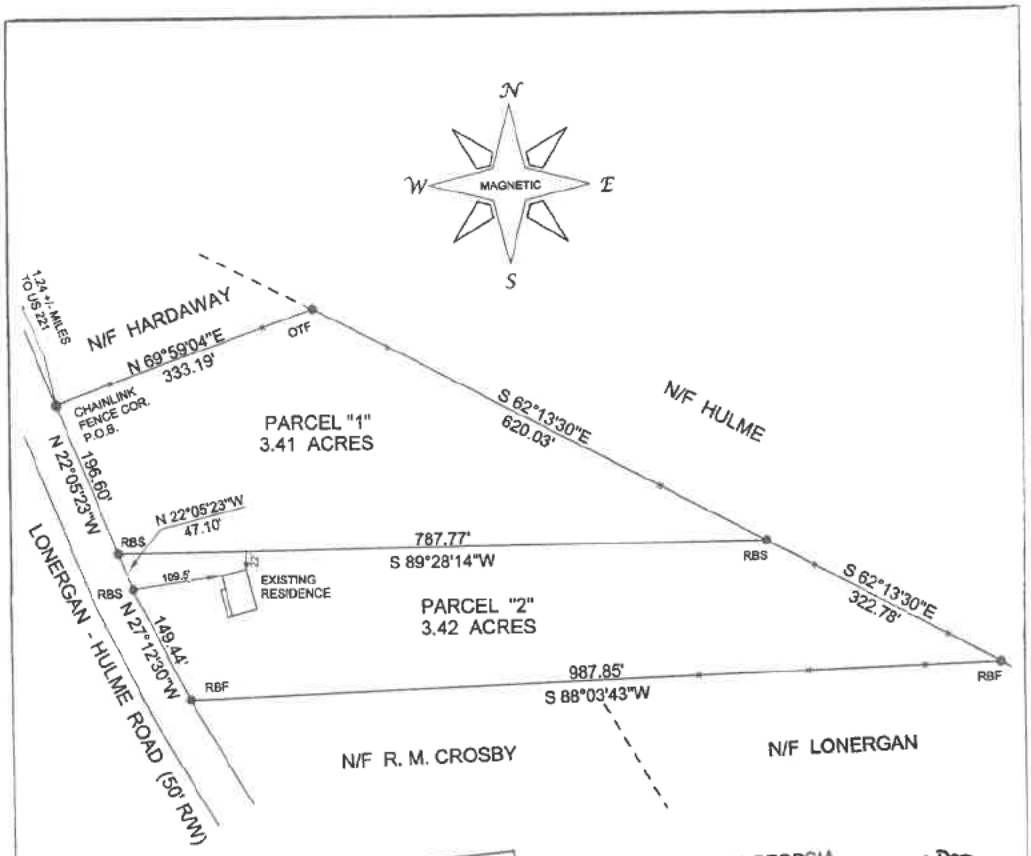
Vanessa Flournoy
Notary Public

NOTARY STAMP/SEAL

Printed Name of Notary Public
My Commission Expires:
Date:

Notary Public State of Georgia
Vanessa Flournoy
Richmond County
Expires 02/03/ 2019

PREPARED BY:
THINEL BISHOP, Attorney at Law
413 MAIN STREET
VILLA RICA, GA 30180



APPROVED
Columbia County
Planning,
Commission
JS 9/9/05

COLUMBIA COUNTY GEORGIA
PLAT COPY FILED 11-14-05 12:51 PM
RECORDED PC E SLIDE 160 #6

- LEGEND -
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
P/L = PROPERTY LINE
C/L = CENTERLINE
N/F = NOW OR FORMERLY
R.B.F. = REBAR FOUND
R.B.S. = REBAR SET
C.M.F. = CONCRETE MARKER FOUND
C.M.S. = CONCRETE MARKER SET
M.B.L. = MINIMUM BUILDING LINE
O.T.F. = OPEN TOP PIPE FOUND
A.I.F. = ANGLE IRON FOUND

OWNER CERTIFICATION
WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY, THAT ALL STATE AND COUNTY TAXES OR OTHER ASSESSMENTS NOW DUE ON THIS LAND HAVE BEEN PAID, AND THAT WE ADOPT THIS PLAN OF SUBDIVISION WITH OUR FREE CONSENT.

SIGNATURE(S)

ACCORDING TO THE PLAT(S) ON RECORD, THIS PROPERTY IS NOT IN A 100 YEAR FLOOD ZONE.

NOTES
FIELD DATA
ANGULAR ERROR: 0° 00' 06" / ANGLE
ERROR OF CLOSURE: 1' IN 23,070'
PLAT DATA
ADJUSTED BY: COMPASS RULE
ERROR OF CLOSURE: 1' IN 50,000'+
EQUIPMENT USED:
TOPCON GPT - 2006
REFERENCE(S):
PLAT CAB. AA SLIDE 65 / 2
PLAT CAB E SLIDE 24 / 1

GEORGIA REGISTERED No. 2884 LAND SURVEYOR JOHN E. DYKES, JR.
9/9/05

TITLE
PARCEL 1: 3.41 AC. & PARCEL 2: 3.42 AC.
A REDIVISION FOR: R. M. CROSBY

LOCATION
129th G. M. D. - COLUMBIA COUNTY, GA.

SURVEY AND PLAT DATE:
SEPTEMBER 9, 2005

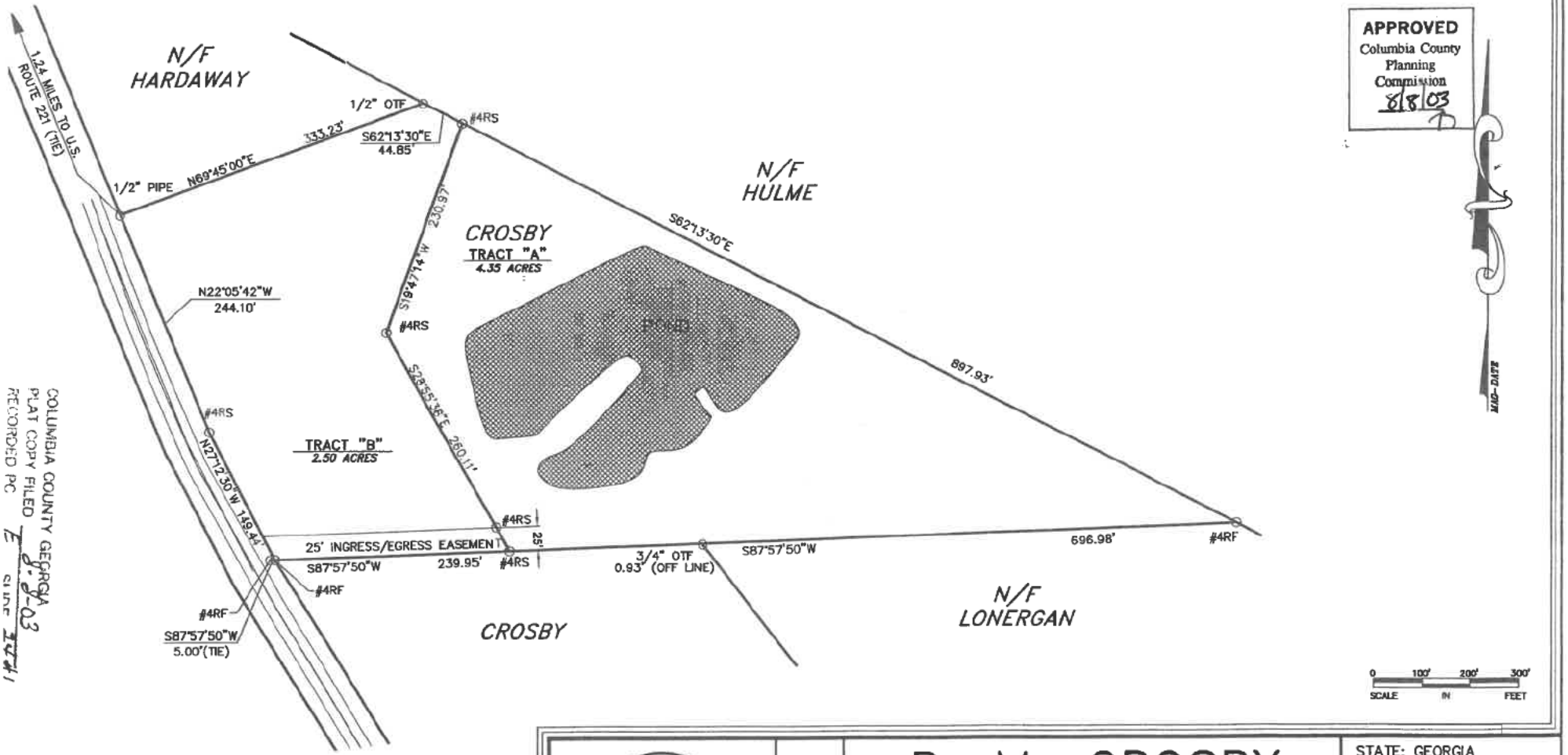
SCALE: 1" = 150'
150 0 150 300

THIS FIELD SURVEY AND PLAT WAS PREPARED AT THE REQUEST OF AND FOR THE EXCLUSIVE USE OF THE OWNER(S) OF THIS PROPERTY AS SHOWN IN THE TITLE BLOCK.

NOTE: THIS PROPERTY MAY ALSO BE SUBJECT TO EASEMENTS, SETBACKS OR REGULATIONS NOT SHOWN ON THE PLAT BUT MAY BE ON RECORD IN THE CLERK OF SUPERIOR COURT'S OFFICE.

PREPARED BY: JOHN E. DYKES, JR, R.L.S.
DYKES & ASSOCIATES
4571 - C COX ROAD EVANS, GA. 30809
706 - 855 - 0577

05-083



COLUMBIA COUNTY GEORGIA
PLAT COPY FILED
RECORDED PC
E 8-8-03
SLIDE 14#1

FERENCE:
AT BY: JOHN M. HARRIS
TED: DATED 16 JUNE, 1977

PROPERTY IS NOT
TED IN A 100 YEAR FLOOD PLAIN

PROPERTY MAY BE SUBJECT TO
RICTIONS AND OTHER EASEMENTS NOT
WN HEREON BUT MAY BE RECORDED

SURVEY DATA:
FIELD CLOSURE 0.04'
(FROM RADIAL LOCATION)
ANGULAR ERROR 5"/ANGLE
NO ADJUSTMENT
PLAT CLOSURE 1 FOOT IN 10,000

GEORGIA REGISTERED No. E122 LAND SURVEYOR H. LAWSON GRAHAM
8/7/03

PLAT	FOR: R. M. CROSBY	
LOT	BLK	SUBD.
PROPERTY LOCATED WITHIN THE 129TH G.M.D.		

HLG

H. LAWSON GRAHAM & ASSOCIATES, INC.
3662 WHEELER ROAD — AUGUSTA, GEORGIA 30909
(706)733-7333

STATE: GEORGIA
COUNTY: COLUMBIA
JOB NO. 03-255
SCALE: 1" = 100'
DWN BY: FDD
FLD: DNK
CHK: HLG
DATE: 7/15/03

Office Use Only
Date Received:
Public Hearing Date:
File #
BOC Meeting Date:
Commission District:

ZONING APPLICATION

COLUMBIA COUNTY, GEORGIA

PLEASE SELECTION ONE

Type of Application: ☑ Rezoning ☐ Plan Revision ☐ Variance ☐ Variation ☐ Conditional Use

Date of Application: 12/5/2025

Rezoning: The undersigned requests that the property described be rezoned from R-A to D-C.

Plan Revision[1]**:** The undersigned requests a revision to the current _____ zoning.

Variance[2]**:** The undersigned requests a variance to Section _____ of the Columbia County Code of Ordinances.

Variation[3]**:** The undersigned requests a variation to Section _____ of the Columbia County Code of Ordinances.

NOTE: Please see footnotes on the backside of this sheet.

PROPERTY INFORMATION:

Tax Map # _____ Parcel # 029 006B Address: 1837 Longergan Hulme Rd, Appling, GA 30802
(For multiple properties, please use a separate sheet of paper.) Road Frontage: 30 feet on the North / South / (East) / West (circle one) side of Lonergan Hulme Rd. Property area is approximately 2.21 acres and is located 3310 feet from the intersection of Lonergan Hulme Rd & Nature's Way. The attached plat for the property was prepared by John A. McGill and dated 8/19/94

PROPOSED USE (for rezoning):
If approved, the property will be used for the following purpose(s):

Data Center

OWNERSHIP AND APPLICANT INFORMATION:

OWNER: Mark R. Tankersley
ADDRESS: 1837 Lonergan-Hulme Rd.
CITY: Appling STATE: GA ZIP: 30802
PHONE #: [redacted]
Email (or) Fax: [redacted]

APPLICANT: Byrd Farms LLC
ADDRESS: P.O. Box 1220
CITY: Evans STATE: Ga ZIP: 30809
PHONE#: [redacted]
Email (or) Fax: [redacted]

DISCLOSURE
Does any local government official or member of their family have a financial interest in the property, or has the applicant made campaign contributions in the aggregate of $250 or more within the past two years to any local government official? (Yes or No). **If yes, a full written disclosure must be submitted with this application.**

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

Owner's Signature

Mark R. Tankersley
Printed Name

Applicant's Signature

12/4/25

Keith Lawrence
Printed Name

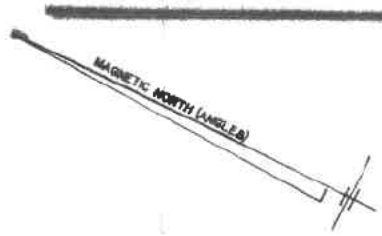
Subscribed and sworn to before me on 1st day of December 2025

By: _____ Notary Public

KRISTINA DIEBEL NOTARY PUBLIC EXPIRES GEORGIA COLUMBIA COUNTY

KRISTINA L. NEWMAN NOTARY PUBLIC COLUMBIA COUNTY, GEORGIA MY COMMISSION EXPIRES FEBRUARY 17 2029

Please return original notarized application with all supporting documentation and fees, to the Columbia County Planning Department, P.O. Box 498, Evans, GA 30809. Refer to *Fee Schedule*.



PLAT FOR

MARK R. TANKERSLEY

129 GMD

COLUMBIA COUNTY, GEORGIA

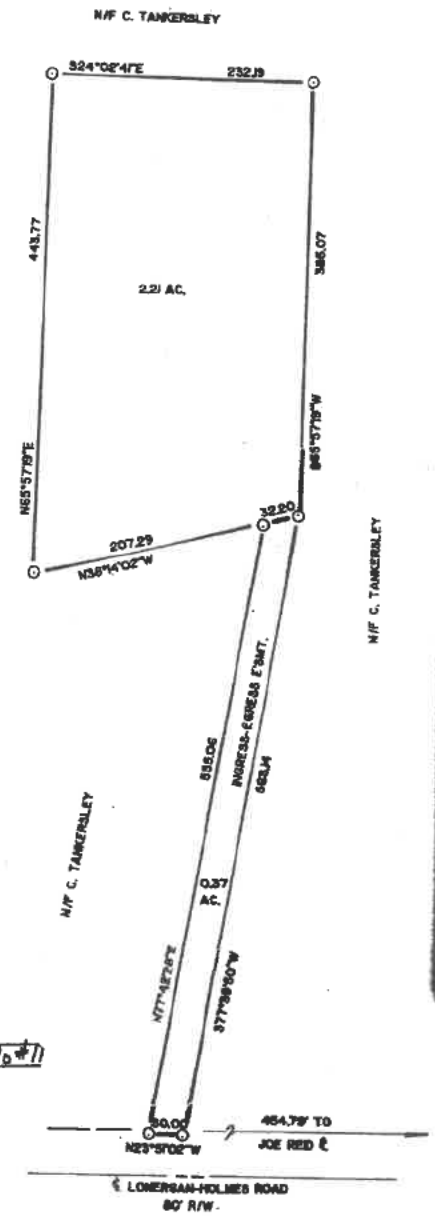
SCALE 1" = 100'

JULY 6, 1994

MAP CLOSURE 1/300,000
ANGULAR ERROR PER POINT 0-00-01
TRAVERSED CLOSURE 58192
TOPCON GTS-3

⊙ - 3/4" PIPE SET

THIS PLAT IS SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY AND PROTECTIVE COVENANTS OF RECORD.





JOHN A. McGILL, R.L.S. #1753
McGILL AND ASSOCIATES LAND SURVEYORS
834 SHIELDS POND ROAD
THOMSON, GEORGIA 30824
(706)595-5612

APPROVED
Columbia County
Planning
Commission
8/19 1994

COLUMBIA COUNTY GEORGIA
PLAT COPY FILED 11-1-94
RECORDED PC B SLIDE 380 #11



SCALE IN FEET

15693

GEORGIA, COLUMBIA COUNTY
FILED AND RECORDED 8:31A 11-1-94
BOOK 1489 PAGE 151-152
MARY W. REEVES, CLERK

R. DANIEL WEIGLE
3320 WASHINGTON RD.
MARTINEZ, GA. 30907

ASSENT TO DEVISE

WHEREAS, COYLE HULME died a resident to Columbia County, Georgia on the 28th day of February, 1986, leaving a will which has been probated in solemn form in the Court of Probate thereof; and

WHEREAS, under the terms of said will the following described property was devised to MARGIE H. TANKERSLEY and MARY H. HENDERSON:

All that tract or parcel of land, situate, lying and being in the 129th District G.M. of Columbia County, Georgia, containing 2.21 acres and being more particularly shown and designated on a plat prepared by John A. McGill, R.L.S. #1753 on July 6, 1994, a copy of which is recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia, in Plat Book 100, Slide 380 # 11. Reference is hereby made to said plat and it is incorporated herein and made a part hereof for a more complete and accurate description of the metes, bounds and location of said property.

This property is conveyed subject to an ingress-egress easement from said property to Lonergan-Holmes Road which contains 0.37 acres as shown on the aforesaid plat.

WHEREAS, MARY H. HENDERSON predeceased the said COYLE HULME and left surviving two children, LAWRENCE E. HENDERSON and GINA H. THURMAN f/k/a GINA L. HENDERSON who are contingent remaindermen Under Item 3 of said will; and

WHEREAS, the undersigned duly qualified as Executor of the estate of the said COYLE HULME and is now administering the estate under the terms of said will; and has been determined that all debts and claims against the estate have been fully paid.

NOW, THEREFORE, the undersigned, as Executor of the will of the said COYLE HULME hereby assents to the devise of said property under the terms of the said will, so that full fee simple

https://search.gsccca.org/Imaging/HTML5Viewer.aspx?id=18230405&key1=1489&key2=151&county=36&countyname=COLUMBIA&userid=473290&a... 1/1

title thereto is vested in the said MARGIE H. TANKERSLEY, LAWRENCE E. HENDERSON and GINA H. THURMAN f/k/a GINA L. HENDERSON as provided in said will.

WITNESS my hand and seal, this 25 day of October, 1994.

Carey J. Tankersley Jr. (L.S.)
Executor

Signed, sealed and delivered
in the presence of:

Tracy Newton
Sharon Bryer
Notary Public

Notary Public, Columbia County, Georgia
My Commission Expires August 16, 1996

152

https://search.gsccca.org/Imaging/HTML5Viewer.aspx?id=18230405&key1=1489&key2=151&county=36&countyname=COLUMBIA&userid=473290&a... 1/1

Office Use Only
Date Received: _____
Public Hearing Date: _____
File # _____
BOC Meeting Date: _____
Commission District: _____

ZONING APPLICATION

COLUMBIA COUNTY, GEORGIA

PLEASE SELECTION ONE

Type of Application: ☑ Rezoning ☐ Plan Revision ☐ Variance ☐ Variation ☐ Conditional Use

Date of Application: 12/5/2025

Rezoning: The undersigned requests that the property described be rezoned from R-A to D-C.

Plan Revision[1]: The undersigned requests a revision to the current _____ zoning.

Variance[2]: The undersigned requests a variance to Section _____ of the Columbia County Code of Ordinances.

Variation[3]: The undersigned requests a variation to Section _____ of the Columbia County Code of Ordinances.

NOTE: Please see footnotes on the backside of this sheet.

PROPERTY INFORMATION:

Tax Map # _____ Parcel # 029 006 Address: 1843 Longergan Hulme Rd, Appling, GA 30802
(For multiple properties, please use a separate sheet of paper.) Road Frontage: 1000 feet on the North / South / (East) / West (circle one) side of Longergan Hulme Rd. Property area is approximately 163.01 acres and is located 2829 feet from the intersection of Longergan Hulme Rd + Nature's Way. The attached plat for the property was prepared by John A. McGill and dated 2/16/15

PROPOSED USE (for rezoning):
If approved, the property will be used for the following purpose(s):
Data Center

OWNERSHIP AND APPLICANT INFORMATION:

OWNER: Grand Oak Farms, LLC & Senn Enterprises, LLLP
ADDRESS: 2743 Perimeter Parkway Bldg 100 Ste 370
CITY: Augusta STATE: Ga ZIP: 30909
PHONE #: [redacted]
Email (or) Fax [redacted]

APPLICANT: Byrd Farms, LLC
ADDRESS: P.O. Box 1220
CITY: Evans STATE: Ga ZIP: 30809
PHONE#: [redacted]
Email (or) Fa [redacted]

DISCLOSURE
Does any local government official or member of their family have a financial interest in the property, or has the applicant made campaign contributions in the aggregate of $250 or more within the past two years to any local government official? (Yes or No) **If yes, a full written disclosure must be submitted with this application.**

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

Owner's Signature

Applicant's Signature

Printed Name

Keith Lawrence
Printed Name

Subscribed and sworn to before me on 1 day of December 20 25.

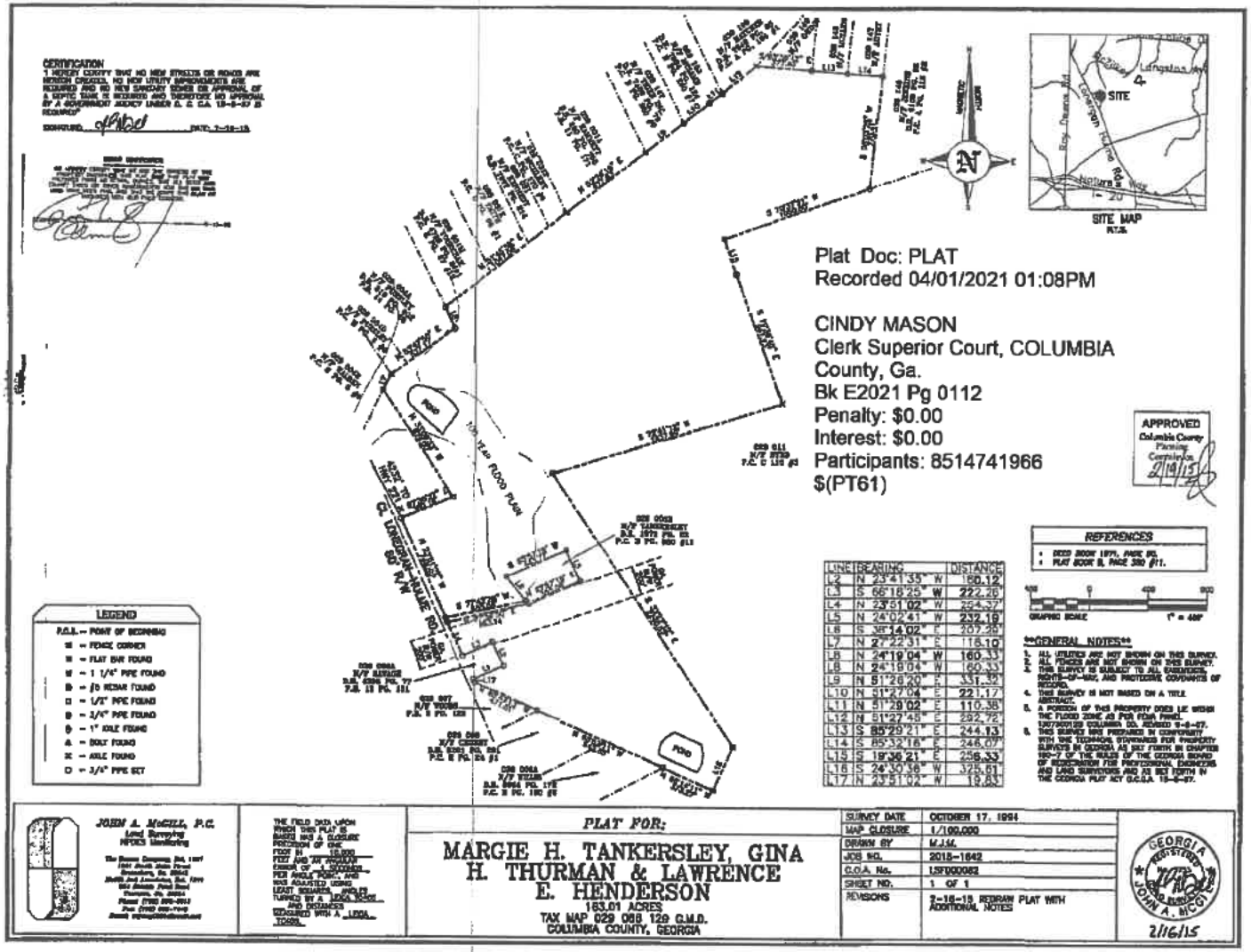
By: _____ Notary Public

12/4/25

REBECCA S. [illegible] NOTARY EXPIRES GEORGIA 04/03/2028 PUBLIC RICHMOND COUNTY

LINDA DIEBEL NOTARY EXPIRES GEORGIA July 10, 2027 PUBLIC COLUMBIA COUNTY

Please return original notarized application with all supporting documentation and fees, to the Columbia County Planning Department, P.O. Box 498, Evans, GA 30809. Refer to *Fee Schedule*.


CERTIFICATION
I HEREBY CERTIFY THAT NO NEW STREETS OR ROADS ARE BEING CREATED, NO NEW UTILITY IMPROVEMENTS ARE REQUIRED AND NO NEW SANITARY SEWER OR APPROVAL OF A SEPTIC TANK IS REQUIRED AND THEREFORE NO APPROVAL BY A GOVERNMENT AGENCY UNDER O. C. G. A. 15-6-67 IS REQUIRED
SIGNATURE
DATE: 2-16-15
SITE
SITE MAP
N
MAGNETIC NORTH
Plat Doc: PLAT
Recorded 04/01/2021 01:08PM
CINDY MASON
Clerk Superior Court, COLUMBIA County, Ga.
Bk E2021 Pg 0112
Penalty: $0.00
Interest: $0.00
Participants: 8514741966
$(PT61)
APPROVED
Columbia County
Planning
Commission
2/19/15
100 YEAR FLOOD PLAIN
POND
POND
LOWERSON MANE ROAD
REFERENCES
DEED BOOK 1971, PAGE 80.
PLAT BOOK 8, PAGE 380 &11.
GRAPHIC SCALE
1" = 400'
LEGEND
P.O.B. – POINT OF BEGINNING
– FENCE CORNER
– FLAT BAR FOUND
– 1 1/4" PIPE FOUND
– ⅝ REBAR FOUND
– 1/2" PIPE FOUND
– 3/4" PIPE FOUND
– 1" AXLE FOUND
– BOLT FOUND
– AXLE FOUND
– 3/4" PIPE SET
LINE BEARING DISTANCE
L2 N 23°41'35" W 150.12
L3 S 66°18'25" W 222.26
L4 N 23°51'02" W 254.37
L5 N 24°02'41" W 232.19
L6 S 38°14'02" E 207.26
L7 N 27°22'31" E 115.10
L8 N 24°19'04" W 160.33
L9 N 24°19'04" W 160.33
L9 N 51°26'20" E 331.10
L10 N 51°27'04" E 221.17
L11 N 51°29'02" E 110.38
L12 N 51°27'48" E 292.72
L13 S 85°29'21" E 244.13
L14 S 85°32'16" E 246.07
L15 S 19°36'21" E 256.33
L16 S 24°30'36" W 375.61
L17 N 23°51'02" W 19.83
GENERAL NOTES
1. ALL UTILITIES ARE NOT SHOWN ON THIS SURVEY.
2. ALL FENCES ARE NOT SHOWN ON THIS SURVEY.
3. THIS SURVEY IS SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY, AND PROTECTIVE COVENANTS OF RECORD.
4. THIS SURVEY IS NOT BASED ON A TITLE ABSTRACT.
5. A PORTION OF THIS PROPERTY DOES LIE WITHIN THE FLOOD ZONE AS PER FEMA PANEL 13073C0125 COLUMBIA CO. EFFECTIVE 9-8-87. THIS SURVEY WAS PERFORMED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.
JOHN A. McGILL, P.C.
Land Surveying
NEVES, Georgia
THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 15,000 FEET AND AN ANGULAR ERROR OF 1 SECONDS PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES. ANGLES TURNED W A LEICA TC405 AND DISTANCES MEASURED WITH A LEICA TC405.
PLAT FOR:
MARGIE H. TANKERSLEY, GINA H. THURMAN & LAWRENCE E. HENDERSON
183.01 ACRES
TAX MAP 029 068 129 G.M.D.
COLUMBIA COUNTY, GEORGIA
SURVEY DATE OCTOBER 17, 1994
MAP CLOSURE 1/100,000
DRAWN BY M.J.M.
JOB NO. 2015-1642
C.O.A. No. LSF000062
SHEET NO. 1 OF 1
REVISIONS 2-16-15 REDRAW PLAT WITH ADDITIONAL NOTES
GEORGIA REGISTERED JOHN A. McGILL
2/16/15

BOOK 13386 PAGE 0014

CLERK OF SUPERIOR COURT
COLUMBIA COUNTY, GEORGIA
FILED IN OFFICE

2021 APR -8 AM 11:17

BOOK 13386 PAGE 14-16
CINDY MASON, CLERK

PT-61 086 2021 007200

Recorded 04/08/2021 11:17AM
Georgia Transfer Tax Paid : $0.00
CINDY MASON
Clerk Superior Court, Columbia County
B 13386 P 0014-0016

Deed
Doc: WD

For official use by Clerk's office only

Record and Return to:
David L. Huguenin, P.C.
4070 Columbia Road
Martinez, GA 30907
File #: R21-378

STATE OF **GEORGIA**)
)
COUNTY OF **COLUMBIA**)

WARRANTY DEED

THIS INDENTURE, made this **29th** day of **March, 2021,** by and between **Lawrence E. Henderson and Gina H. Thurman, f/k/a Gina L. Henderson,** *collectively and individually,* as party of the First Part, hereinafter referred to as "Grantor" and **Grand Oak Farms, LLC, a Georgia limited liability company (24.4% interest) and Victor J. Mills (75.6% interest),** as party of the Second Part, hereinafter referred to as "Grantee" (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: that said Grantor, for and in consideration of the sum of **Ten Dollars and no/100 ($10.00)** and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does hereby grant, bargain, sell, convey and confirm unto the said Grantee, **his/her/their** heirs and assigns, the following described property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF FOR LEGAL DESCRIPTION

Property Tax Id Number: 029 006

TO HAVE AND TO HOLD the said property, together with all and singular the rights, members, hereditaments, improvements, easements and appurtenances thereunto belonging or in any wise appertaining, unto the Grantee, **his/her/their** heirs and assigns, forever, in **FEE SIMPLE.**

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed, under seal, the day and year first above written.

Lawrence E. Henderson (Seal)
Lawrence E. Henderson

Gina H. Thurman (Seal)
Gina H. Thurman, f/k/a Gina L. Henderson

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My Commission Expires:

(NOTARY SEAL)

DAVID L. HUGUENIN NOTARY PUBLIC COLUMBIA COUNTY GA My Commission Expires April 25, 2021

EXHIBIT "A"

ALL that lot or parcel of land, with improvements thereon, situate, lying and being in the State of **Georgia**, County of **Columbia**, being shown and designated as Lot 2, **Containing 169 Acres, more or less**, on a plat prepared by Walter D. Dickson, recorded in the Office of the Clerk of the Superior Court of **Columbia County, Georgia, in Deed Book 21, Pages 448-449**; reference being made to said plat for a more complete and accurate description as to the metes, bounds and location of said property.

LESS AND EXCEPT THEREFROM ALL that lot or parcel of land, with improvements thereon, situate, lying and being in the State of **Georgia**, County of **Columbia**, conveyed in Warranty Deed of Correction dated January 26, 1998 and recorded in Deed Book 1971, Page 82, being shown and designated as **Containing 2.21 Acres, more or less**, on a plat recorded in the Office of the Clerk of the Superior Court of **Columbia** County, **Georgia**, in **PC-B, Slide 380 #11**; reference being made to said plat for a more complete and accurate description as to the metes, bounds and location of said property.

LESS AND EXCEPT THEREFROM ALL that lot or parcel of land, with improvements thereon, situate, lying and being in the State of **Georgia**, County of **Columbia**, conveyed in Warranty Deed of Correction dated September 12, 1983, and recorded in Deed Book 301, Page 99, being shown and designated as **Containing 0.99 Acre, more or less**, recorded in the Office of the Clerk of the Superior Court of **Columbia** County, **Georgia**.

LESS AND EXCEPT THEREFROM ALL that piece or parcel of land, lying and being in the State of **Georgia**, County of **Columbia**, conveyed in Administrator' Deed, dated June 5, 2018. and recorded in Deed Book 11484, Page 97 being shown and designated as **Containing 5.92 Acres, more or less**, recorded in the Office of the Clerk of the Superior Court of **Columbia** County, **Georgia**.

LESS AND EXCEPT THEREFROM ALL that piece or parcel of land, situate, lying and being in the State of **Georgia**, County of **Columbia**, and being described in **Rural Post Roads Right of Way Deed**, recorded in the Office of the Clerk of the Superior Court of **Columbia** County, **Georgia**, in **Deed Book 89, Pages 422-423**.

This property is being conveyed subject to an Assessment of Bona Fide Agricultural Property as recorded in the aforesaid clerk's office in Book 9628 at page 230. Said covenant began on January 1, 2014 and ends on December 31, 2023.

Said property is conveyed subject to and with notice of the following matters: a) drainage easements, building setback lines, and all other matters shown on the plat of record; b) general utility easements and road right-of-way grants and easements.

Said property is hereby conveyed subject to any and all other easements, restrictions and rights of way of record in the aforesaid Clerk's Office.

Tax map & parcel number: **029 006**

After recording, please return to:
Southeastern Real Estate Group, LLC
Attn: Robert P. Thomas, III
2743 Perimeter Parkway
Building 100, Suite 370
Augusta, Georgia 30909

Deed Doc: WD
Recorded 04/28/2022 11:28AM
Georgia Transfer Tax Paid :
$1,849.90
CINDY MASON
Clerk Superior Court, COLUMBIA
County, Ga.
Bk 14242 Pg 0121-0125
Penalty: $0.00
Interest: $0.00
Participants: 3700674370
$(PT61)

STATE OF GEORGIA
COUNTY OF COLUMBIA

LIMITED WARRANTY DEED

THIS INDENTURE, made this 1st day of March, 2022, between **VICTOR J. MILLS** (hereinafter referred to as "**Grantor**"), and **SENN ENTERPRISES, LLLP**, a Georgia limited liability limited partnership ("**Grantee**") (the words "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits).

WITNESSETH:

That Grantor for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, in hand paid to Grantor by Grantee at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, and in consummation of a like-kind exchange under Section 1031 of the Internal Revenue Code, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee **AN UNDIVIDED 75.6% INTEREST** in and to all that tract or parcel of land lying being more particularly described on Exhibit A attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said property hereinabove described, together with all and singular the rights, members and appurtenances thereunto appertaining, to the only proper use, benefit and behoof of the said Grantee, his successors and assigns, in FEE SIMPLE, subject only to the matters listed on Exhibit B attached hereto and made a part hereof; and the Grantor will

warrant and defend such title against the lawful claim of all persons whomsoever, claiming by through or under Grantor, but against none other.

[Signatures appear on following page]

IN WITNESS WHEREOF, Grantor has signed and sealed this Limited Warranty Deed, the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness

Notary Public

My commission expires: April 7, 2025

[NOTARY SEAL]

KEREN E BALLAGAS
NOTARY PUBLIC
RICHMOND COUNTY
GEORGIA
EXPIRES
APR. 7, 2025

Victor J. Mills (SEAL)

Exhibit A to Deed

Legal Description

ALL that lot or parcel of land, with improvements thereon, situate, lying and being in the State of Georgia, County of Columbia, being shown and designated as Lot 2, Containing 169 Acres, more or less, on a plat prepared by Walter D. Dickson, recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia, in Deed Book 21, Pages 448-449; reference being made to said plat for a more complete and accurate description as to the metes, bounds and location of said property.

LESS AND EXCEPT THEREFROM ALL that lot or parcel of land, with improvements thereon, situate, lying and being in the State of Georgia, County of Columbia, conveyed in Warranty Deed of Correction dated January 26, 1998 and recorded in Deed Book 1971, Page 82, being shown and designated as Containing 2.21 Acres, more or less, on a plat recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia, in PC-B, Slide 380 #11; reference being made to said plat for a more complete and accurate description as to the metes, bounds and location of said property.

LESS AND EXCEPT THEREFROM ALL that lot or parcel of land, with improvements thereon, situate, lying and being in the State of Georgia, County of Columbia, conveyed in Warranty Deed of Correction dated September 12, 1983, and recorded in Deed Book 301, Page 99, being shown and designated as Containing 0.99 Acre, more or less, recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia.

LESS AND EXCEPT THEREFROM ALL that piece or parcel of land, lying and being in the State of Georgia, County of Columbia, conveyed in Administrator' Deed, dated June 5, 2018. and recorded in Deed Book 11484, Page 97 being shown and designated as Containing 5.92 Acres, more or less, recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia.

LESS AND EXCEPT THEREFROM ALL that piece or parcel of land, situate, lying and being in the State of Georgia, County of Columbia, and being described in Rural Post Roads Right of Way Deed, recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia, in Deed Book 89, Pages 422-423.

This property is being conveyed subject to an Assessment of Bona Fide Agricultural Property as recorded in the aforesaid clerk's office in Book 9628 at page 230. Said covenant began on January 1, 2014 and ends on December 31, 2023.

Said property is conveyed subject to and with notice of the following matters: a) drainage easements, building setback lines, and all other matters shown on the plat of record; b) general utility easements and road right-of-way grants and easements.

Said property is hereby conveyed subject to any and all other easements, restrictions and rights of way of record in the aforesaid Clerk's Office.

Tax map & parcel number: 029 006

Exhibit B to Deed

Title Exceptions

1. Taxes and assessments not yet due and payable.
2. Rights of tenants in possession pursuant to unrecorded leases, as tenants only.
3. Applicable zoning laws and ordinances.
4. All matters of record as of the date of this Deed.
5. All matters that would be shown on a current and accurate ALTA survey of the Property.

Office Use Only	
Date Received:	
Public Hearing Date:	
File #	
BOC Meeting Date:	
Commission District:	

ZONING APPLICATION

COLUMBIA COUNTY, GEORGIA

PLEASE SELECTION ONE

Type of Application: ☑ **Rezoning** ☐ **Plan Revision** ☐ **Variance** ☐ **Variation** ☐ **Conditional Use**

Date of Application: 12/5/2025

Rezoning: The undersigned requests that the property described be rezoned from R-A to D-C.

Plan Revision[1]**:** The undersigned requests a revision to the current _____ zoning.

Variance[2]**:** The undersigned requests a variance to Section _____ of the Columbia County Code of Ordinances.

Variation[3]**:** The undersigned requests a variation to Section _____ of the Columbia County Code of Ordinances.

NOTE: Please see footnotes on the backside of this sheet.

PROPERTY INFORMATION:

Tax Map # _____ Parcel # 029 005 Address: 1863 Longergan Hulme Rd, Appling, GA 30802 (For multiple properties, please use a separate sheet of paper.) Road Frontage: 687 feet on the North / South (East) West (circle one) side of Longergan Hulme Rd. Property area is approximately 5.92 acres and is located 4150 feet from the intersection of Longergan Hulme Rd + Nature's Way. The attached plat for the property was prepared by D.L. Printup, Jr and dated June 23, 1962

PROPOSED USE (for rezoning):

If approved, the property will be used for the following purpose(s):

Data Center

OWNERSHIP AND APPLICANT INFORMATION:

OWNER: Grand Oak Farm, LLC / Senn Enterprises, LLLP

ADDRESS: 2743 Perimeter Parkway Bldg 100 Ste. 370

CITY: Augusta STATE: Ga ZIP: 30909

PHONE #: [redacted]

Email (or) Fax [redacted]

APPLICANT: Byrd Farms, LLC

ADDRESS: P.O. Box 1220

CITY: Evans STATE: Ga ZIP: 30809

PHONE#: [redacted]

Email (or) F [redacted]

DISCLOSURE

Does any local government official or member of their family have a financial interest in the property, or has the applicant made campaign contributions in the aggregate of $250 or more within the past two years to any local government official? (Yes or No) **If yes, a full written disclosure must be submitted with this application.**

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

Mark Senn
Owner's Signature

MARK SENN
Printed Name

Applicant's Signature

Keith Lawrence
Printed Name

Subscribed and sworn to before me on 1 day of December 20 25.

By: _____ Notary Public

12/4/25

LINDA DIEBEL NOTARY PUBLIC COLUMBIA COUNTY GEORGIA EXPIRES July 10, 2027

REBECCA SMITH NOTARY PUBLIC RICHMOND COUNTY GEORGIA EXPIRES 04-03-2028

Please return original notarized application with all supporting documentation and fees, to the Columbia County Planning Department, P.O. Box 498, Evans, GA 30809. Refer to *Fee Schedule.*

Law Offices
David L. Huguenin, P.C.
4070 Columbia Road
Martinez, GA 30907
Email: preclosing@lawaugusta.com

David L. Huguenin
Pamela A. McGahee (SC Also)
Clinton M. Shearouse (SC Also)
Seth T. Newsome
Michelle C. Maner (Of Counsel)

706-855-5000 Telephone
706-863-5341 Fax

May 5, 2021

Grand Oak Farms, LLC
2743 Perimeter Pkwy, Bldg 100, Ste 370
Augusta, GA 30909

RE: Conveyance of 1863 Lonergan Hulme Road, Appling, Georgia 30802
on March 29, 2021
Our File Number: R21-377

Dear Grand Oak Farms, LLC:

Enclosed is your Warranty Deed, dated March 29, 2021, from Carey J. Tankersley, Jr. and Jeffrey Coyle Tankersley and Mark Randall Tankersley, and which has been properly recorded in Book 13386, Page 1, in the office of the Clerk of the Superior Court for Columbia County, Georgia, and your ALTA Owner's Title Policy #5011413-0210677e, issued by First American Title Insurance Company, for the above referenced real estate loan closing. These are important muniments of title, which should be kept in a safe place for future reference.

It has been a pleasure to be of service to you in this regard. Should you require my services in the future, please feel free to call.

Sincerely,

David L. Huguenin, P.C.

Nicole Childress
Post Closing Department

BOOK 13386 PAGE 0001

CLERK OF SUPERIOR COURT
COLUMBIA COUNTY, GEORGIA
FILED IN OFFICE

2021 APR -8 AM 11:17

13386 1-3
BOOK PAGE
CINDY MASON, CLERK

PT-61036 2021002173

Deed
Doc: WD

Recorded 04/08/2021 11:17AM
Georgia Transfer Tax Paid : $180.00
CINDY MASON
Clerk Superior Court, Columbia County
B 13386 P 0001-0003

For official use by Clerk's office only

Record and Return to:
David L. Huguenin, P.C.
4070 Columbia Road
Martinez, GA 30907
File #: R21-377

STATE OF **GEORGIA**)
)
COUNTY OF **COLUMBIA**)

WARRANTY DEED

THIS INDENTURE, made this **29th** day of **March, 2021**, by and between **Carey J. Tankersley, Jr. and Jeffrey Coyle Tankersley, aka Jeffery Coyle Tankersley and Mark Randall Tankersley,** *collectively and individually,* as party of the First Part, hereinafter referred to as "Grantor" and **Grand Oak Farms, LLC,** as party of the Second Part, hereinafter referred to as "Grantee" (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: that said Grantor, for and in consideration of the sum of **Ten Dollars and no/100 ($10.00)** and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does hereby grant, bargain, sell, convey and confirm unto the said Grantee, its successors and assigns, the following described property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF FOR LEGAL DESCRIPTION

Property Tax Id Number: 029 005

TO HAVE AND TO HOLD the said property, together with all and singular the rights, members, hereditaments, improvements, easements and appurtenances thereunto belonging or in any wise appertaining, unto the Grantee, its successors and assigns, forever, in **FEE SIMPLE.**

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed, under seal, the day and year first above written.

Carey J. Tankersley, Jr. - Seal

Jeffrey Coyle Tankersley - Seal

Mark Randall Tankersley - Seal

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My Commission Expires:

(NOTARY SEAL)

DAVID L. HUGUENIN NOTARY PUBLIC COLUMBIA COUNTY, GA My Commission Expires April 25, 2021

EXHIBIT "A"

All that lot or parcel of land, situate, lying and being in the 129th District G.M., Columbia County, Georgia, containing 5.92 acres, more or less, which land is more definitely described by plat thereof made by D. L. Printup, Jr., dated June 23, 1962, a copy recorded with deed from Coyle Hulme to Carey J. Tankersley and Margie H. Tankersley, dated June 23,1962, in Deed Book 62, Page 196, Clerk's Office, Superior Court, Columbia County, Georgia. Said lot fronts 700 feet on the northeast side of the old Harlem to Appling Road, and is bounded; Northwest by lands of Mrs. Edw. J. Kaminski; Northeast and Southeast by lands of Coyle Hulme; and Southwest by the old Harlem to Appling dirt road.

Said property is conveyed subject to and with notice of the following matters: a) drainage easements, building setback lines, and all other matters shown on the plat of record; b) general utility easements and road right-of-way grants and easements.

Said property is hereby conveyed subject to any and all other easements and restrictions of record in the aforesaid Clerk's office.

Tax Map and Parcel I.D.: 029 005

Being more commonly known as 1863 Lonergan Hulme Road, Appling, Georgia 30802

First American Title™	Owner's Policy of Title Insurance
	ISSUED BY **First American Title Insurance Company**
Owner's Policy	POLICY NUMBER **5011413-0210677e**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

For Reference:

File #: R21-377

Issued By:

David L. Huguenin, P.C.
4070 Columbia Road
Martinez, GA 30907

(This Policy is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

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5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection
   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely, or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
      (i) the occupancy, use, or enjoyment of the Land;
      (ii) the character, dimensions, or location of any improvement erected on the Land;
      (iii) the subdivision of land; or
      (iv) environmental protection;
      or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to Institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these

rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent

manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION (DOES NOT APPLY IN GEORGIA)

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.**

First American Title	Owner's Policy of Title Insurance
	ISSUED BY **First American Title Insurance Company**
Schedule A	POLICY NUMBER **5011413-0210677e**

Name and Address of Title Insurance Company:
First American Title Insurance Company, 1 First American Way, Santa Ana, CA 92707

File No.: R21-377

Address Reference: 1863 Lonergan Hulme Road, Appling, Georgia 30802

Amount of Insurance: $180,000.00

Date of Policy: April 8, 2021

1. Name of Insured:

   Grand Oak Farms, LLC

2. The estate or interest in the Land that is insured by this policy is: **Fee Simple**

3. **Title is vested in:**

   Grand Oak Farms, LLC

4. The Land referred to in this policy is described as follows:

   See Schedule A attached hereto and made a part hereof:

By: _____
Authorized Countersignature

First American Title	Owner's Policy of Title Insurance
	ISSUED BY **First American Title Insurance Company**
Schedule A (Continued)	POLICY NUMBER **5011413-0210677e**

All that lot or parcel of land, situate, lying and being in the 129th District G.M., Columbia County, Georgia, containing 5.92 acres, more or less, which land is more definitely described by plat thereof made by D. L. Printup, Jr., dated June 23, 1962, a copy recorded with deed from Coyle Hulme to Carey J. Tankersley and Margie H. Tankersley, dated June 23,1962, in Deed Book 62, Page 196, Clerk's Office, Superior Court, Columbia County, Georgia. Said lot fronts 700 feet on the northeast side of the old Harlem to Appling Road, and is bounded; Northwest by lands of Mrs. Edw. J. Kaminski; Northeast and Southeast by lands of Coyle Hulme; and Southwest by the old Harlem to Appling dirt road.

Said property is conveyed subject to and with notice of the following matters: a) drainage easements, building setback lines, and all other matters shown on the plat of record; b) general utility easements and road right-of-way grants and easements.

Said property is hereby conveyed subject to any and all other easements and restrictions of record in the aforesaid Clerk's office.

Tax Map and Parcel I.D.: 029 005

Being more commonly known as 1863 Lonergan Hulme Road, Appling, Georgia 30802

First American Title	Owner's Policy of Title Insurance
	ISSUED BY **First American Title Insurance Company**
Schedule B	POLICY NUMBER **5011413-0210677e**

EXCEPTIONS FROM COVERAGE

File No.: R21-377

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachments, encumbrances, violations, variations, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any minerals or mineral rights leased, granted or retained by current or prior owners.
6. Taxes and assessments for the year 2021 and subsequent years, not due and payable.
7. All matters which may be improperly indexed by any Federal, State, County or Municipal Governmental Agency or Office.
8. Rights or claims of parties in possession not shown by the Clerks Office.
9. Subject to matters appearing on Plat recorded in Deed Book 63, Page 196, Columbia County, Georgia Records, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
10. Subject to Ingress and Egress Easement to Georgia Power company as recorded in Deed Book 257, Page 818, Columbia County, Georgia Records.
11. Subject to Easements adn Right of Way as recorded in Deed Book 22, Page 268, Deed Book 23, Page 504, Deed Book 37, Page 97 and Deed Book 81, Page 422, Columbia County Georgia, Records.

COYLE HULME
TO
CAREY J. TANKERSLEY and
MARGIE HULME TANKERSLEY

WARRANTY DEED

Filed for Record June 23rd, 1962
Recorded June 23rd, 1962
O. B. Pollard, Jr., Clerk

STATE OF GEORGIA, COLUMBIA COUNTY.

THIS INDENTURE, Made the 23rd day of June, in the year of our Lord One Thousand Nine Hundred and sixty-two between COYLE HULME of the County of Columbia and State of Georgia of the First Part, and CAREY J. TANKERSLEY AND MARGIE HULME TANKERSLEY of the County of Columbia and State of Georgia of the Second Part: WITNESSETH, That the said party of the First Part, for and in consideration of the sum of $1.00 and love and affection for daughter and son-in-law in hand paid, at and before the sealing and delivering of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed, and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said party of the Second Part their heirs and assigns, all the following described property, to-wit:

All that tract or parcel of land situate, lying and being in the 129th District O.M., of Columbia County, Georgia, containing 5.92 Acres, more or less. Bounded North by lands of Mrs. Edw. J. Kiminski and other lands of Coyle Hulme; on the East and South by other lands of Coyle Hulme; and on the West by the Old Appling-Harlem Road. Said tract of land is more fully described on a plat made by D. L. Printup, Jr., June 16th, 1962, which plat is hereto attached and made a part of this conveyance.

The above tract of land is a portion of a tract of land that is described in a deed from Hamilton Phinizy, by Executor, to Coyle Hulme, dated January 14, 1942, and recorded in the Clerk's Office of the Superior Court of Columbia County in Deed Book 22, Page 184.

TO HAVE AND TO HOLD The said above granted and described property, with all and singular the rights, members and appurtenances thereunto appertaining, to the only proper use, benefit and behoof of the said party of the Second Part their heirs, executors, administrators and assigns, in FEE SIMPLE, and the said party of the First Part the said bargained property above described unto the said party of the Second Part their heirs, executors, administrators and assigns, against the said party of the First Part his heirs, executors, administrators and assigns, and against all and every other person or persons, shall and will, and does hereby warrant and forever defend, by virtue of these presents.

IN WITNESS WHEREOF, the said party of the First Part has hereunto set his hand and affixed his seal, and delivered these presents, the day and year first above written.

Signed, sealed and delivered in the presence of us the day and year above written.

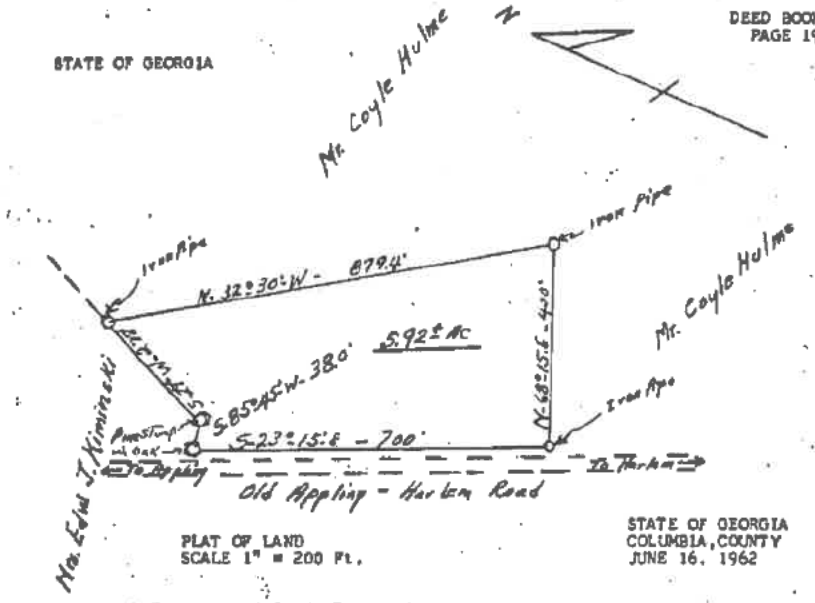
Coyle Hulme (L.S.)

O. B. Pollard

Kathryn Morris
ORDINARY COLUMBIA CO., GA.

DEED BOOK 63,
PAGE 196.

STATE OF GEORGIA



PLAT OF LAND
SCALE 1" = 200 Ft.

STATE OF GEORGIA
COLUMBIA, COUNTY
JUNE 16, 1962

Property of C. J. Tankersley, Appling, Georgia;
Located on old Harlem-Appling Road.
Three miles southeast of Appling, Ga. and containing 5.92 Acres.
Sign D. L. Printup, Jr.
Ga. Reg. No. 605

Office Use Only
Date Received:
Public Hearing Date:
File #
BOC Meeting Date:
Commission District:

ZONING APPLICATION

COLUMBIA COUNTY, GEORGIA

PLEASE SELECTION ONE

Type of Application: [X] Rezoning [ ] Plan Revision [ ] Variance [ ] Variation [ ] Conditional Use

Date of Application: 11/26/2025

Rezoning: The undersigned requests that the property described be rezoned from R-A to DC.

Plan Revision[1]: The undersigned requests a revision to the current _____ zoning.

Variance[2]: The undersigned requests a variance to Section _____ of the Columbia County Code of Ordinances.

Variation[3]: The undersigned requests a variation to Section _____ of the Columbia County Code of Ordinances.

NOTE: Please see footnotes on the backside of this sheet.

PROPERTY INFORMATION:

Tax Map # 040 Parcel # 142 Address: 6201 Gavin Road Grovetown, Ga 30813
(For multiple properties, please use a separate sheet of paper.) Road Frontage: 0 feet on the North / South / East / West (circle one) side of Gavin Road. Property area is approximately 8.10 acres and is located 3466 feet from the intersection of Gavin Road + Louisville Road. The attached plat for the property was prepared by John M. Harriss and dated 12/21/88

PROPOSED USE (for rezoning):
If approved, the property will be used for the following purpose(s):
Data Center

OWNERSHIP AND APPLICANT INFORMATION:

OWNER: Jimmy F Brown
ADDRESS: 6201 Gavin Road
CITY: Grovetown STATE: Ga ZIP: 30813
PHONE #:
Email (or) Fax:

APPLICANT: Byrd Farms, LLC
ADDRESS: P.O. Box 1220
CITY: Evans STATE: Ga ZIP: 30809
PHONE#: [redacted]
Email (or) [redacted]

DISCLOSURE

Does any local government official or member of their family have a financial interest in the property, or has the applicant made campaign contributions in the aggregate of $250 or more within the past two years to any local government official? (Yes or (No)) **If yes, a full written disclosure must be submitted with this application.**

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

Owner's Signature

Jimmy F Brown
Printed Name

Applicant's Signature

Keith Lawrence
Printed Name

Subscribed and sworn to before me on 29 day of November 20 25

By: _____ Notary Public

LINDA DIEBEL NOTARY PUBLIC COLUMBIA COUNTY GEORGIA EXPIRES July 10, 2027

Please return original notarized application with all supporting documentation and fees, to the Columbia County Planning Department, P.O. Box 498, Evans, GA 30809. Refer to *Fee Schedule*.

Date Received: _____
Public Hearing Date: _____
File # _____

ZONING APPLICATION

COLUMBIA COUNTY, GEORGIA

ADDITIONAL OWNERSHIP INFORMATION:

OWNER: Charlotte N Brown
ADDRESS: 6201 Gavin Road
CITY: Grovetown STATE: GA ZIP: 30813
PHONE #: _____
Email (or) Fax: _____

OWNER: _____
ADDRESS: _____
CITY: _____ STATE: ____ ZIP: _____
PHONE#: _____
Email (or) Fax: _____

DISCLOSURE

Does any local government official or member of their family have a financial interest in the property, or has the applicant made campaign contributions in the aggregate of $250 or more within the past two years to any local government official? (Yes or No). **If yes, a full written disclosure must be submitted with this application.**

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

Charlotte N Brown
Owner's Signature

Charlotte N Brown
Printed Name

_____
Owner's Signature

_____
Printed Name

Subscribed and sworn to before me on 29 day of Nov 20 25.

By: _____ Notary Public

LINDA DIEBEL NOTARY PUBLIC EXPIRES GEORGIA July 10, 2027 COLUMBIA COUNTY

ADDITIONAL OWNERSHIP INFORMATION:

OWNER: _____
ADDRESS: _____
CITY: _____ STATE: ____ ZIP: _____
PHONE #: _____
Email (or) Fax: _____

OWNER: _____
ADDRESS: _____
CITY: _____ STATE: ____ ZIP: _____
PHONE#: _____
Email (or) Fax: _____

DISCLOSURE

Does any local government official or member of their family have a financial interest in the property, or has the applicant made campaign contributions in the aggregate of $250 or more within the past two years to any local government official? (Yes or No) **If yes, a full written disclosure must be submitted with this application.**

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

_____
Owner's Signature

_____
Printed Name

_____
Owner's Signature

_____
Printed Name

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

By: _____ Notary Public

GEORGIA, COLUMBIA COUNTY 143
FILED AND RECORDED 11:15 A.M. 1-6-89
Deed BOOK 719 PAGE 230-231
MARY W. REEVES, CLERK

STATE OF GEORGIA)
COUNTY OF COLUMBIA)

QUIT-CLAIM DEED

This indenture, made this 3rd day of January, 1989, between David M. Byrd of Columbia County, Georgia, Grantor, and Jimmy P. Brown and Charlotte N. Brown, of Columbia County, Georgia, Grantees;

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten Dollars ($10.00), in hand, the receipt whereof is acknowledged, and other valuable consideration, has bargained, sold, and by these presents does convey and forever QUIT-CLAIM to the Grantees, their heirs and assigns, the following described property, to wit:

> ALL that lot or parcel of land situate, lying and being in the State of Georgia, County of Columbia, containing 8.10 acres, along with a 30 foot easement from said parcel of land to Gavin Road, both of which are shown on the attached plat prepared by John M. Harrias - Land Surveyors dated December 21, 1988, to which plat reference is hereby made for a more complete and accurate description as to metes, bounds and location of said property and easement.

TO HAVE AND TO HOLD the said described property to the Grantees, so that neither the Grantor nor his heirs, nor any other person or persons claiming under him, shall at any time, by any means or ways, have, claim or demand any right or title to the aforesaid described 8.10 acres. The Grantor will retain ownership of the property on which the 30 foot easement is located.

CLERK'S NOTE: See referenced plat recorded in: PLAT CABINET B
SLIDE 24 NO. 10

230

230

https://search.gsccca.org/Imaging/HTML5Viewer.aspx?id=76702274&key1=719&key2=230&county=36&countyname=COLUMBIA&userid=473290&ap... 1/1

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, the day and year above written.

David M Byrd

DAVID M. BYRD

SWORN TO AND SUBSCRIBED
before me this 3rd day
of January, 1989.

Christ C. Gagnon

Tammy K. Bussey

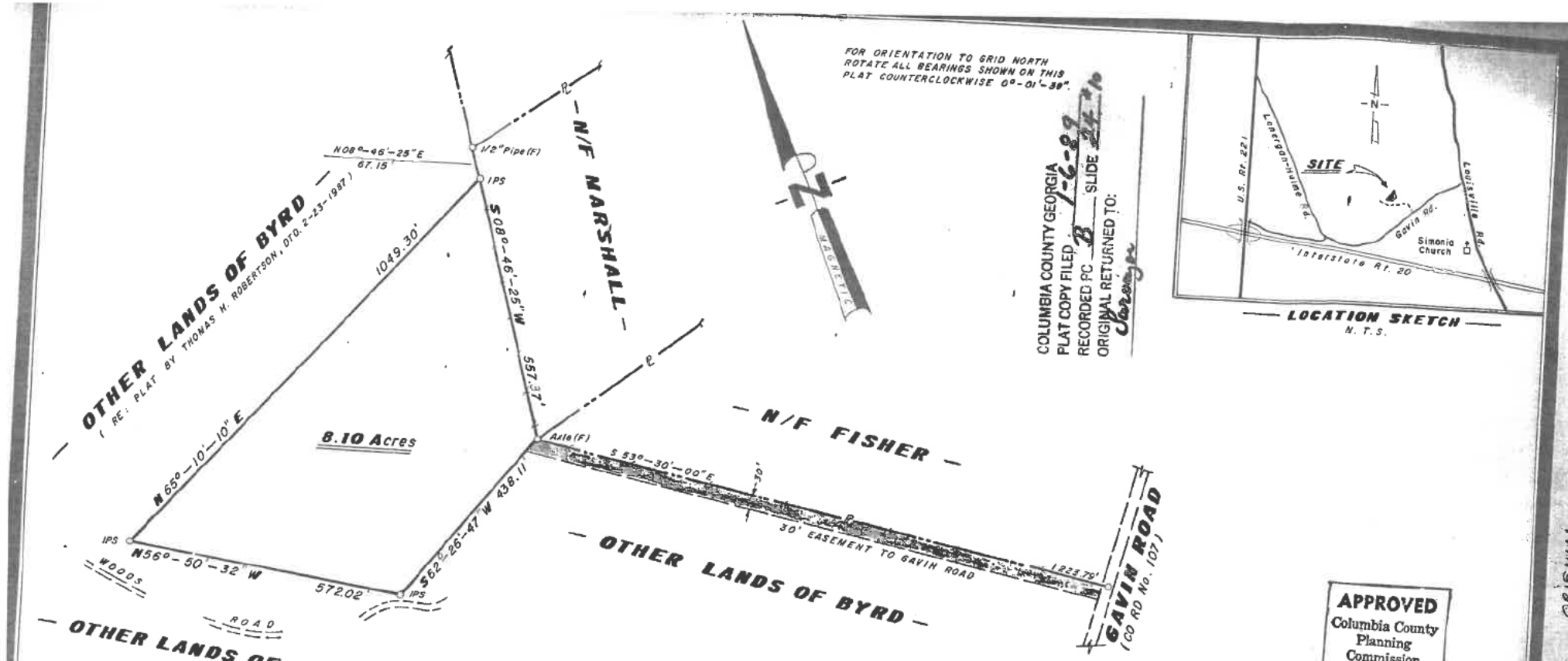
NOTARY PUBLIC

NOTARY PUBLIC
RICHMOND COUNTY, GEORGIA

MY COMMISSION EXPIRES SEPT. 19, 1992

231

https://search.gsccca.org/Imaging/HTML5Viewer.aspx?id=76702274&key1=719&key2=230&county=36&countyname=COLUMBIA&userid=473290&ap... 1/1



APPROVED
Columbia County Planning Commission
1/4 1989

ORIGINAL

PLAT

FOR: JIMMY F. BROWN -&- CHARLOTTE N. BROWN

8.10 ACRES SUBDIVIDED FROM LANDS OF DAVID M. BYRD IN THE 329th G. M. D. — — — —

COLUMBIA COUNTY, GEORGIA

Scale: 1 Inch = 200 Feet | Date: December 21, 1988

EQUIPMENT USED: GTS 2 — 06 E. D. M.
LINEAR CLOSURE: 1 / 12,000
ANGULAR ERROR: 2 SECONDS/ANGLE POINT
BALANCED BY: N / A RULE

In My Opinion, This Plat Is A Correct Representation Of The Land Platted, And Has Been Prepared In Conformity With The Minimum Requirements Of Law.

John M. Harriss, Land Surveyor
GA. Reg. No. 1769-S.C. Reg. No. 4789

GEORGIA REGISTERED NO 1769 LAND SURVEYOR JOHN M. HARRISS

JOHN M. HARRISS-LAND SURVEYORS
RT. No. 2 BOX 247-F HARLEM, GA 30814
PHONE 404/556-3776

ORIGINAL

2677

Office Use Only
Date Received:
Public Hearing Date:
File #
BOC Meeting Date:
Commission District:

ZONING APPLICATION

COLUMBIA COUNTY, GEORGIA

PLEASE SELECTION ONE

Type of Application: ☒ Rezoning ☐ Plan Revision ☐ Variance ☐ Variation ☐ Conditional Use

Date of Application: 11/26/25

Rezoning: The undersigned requests that the property described be rezoned from R-A to BC.

Plan Revision[1]**:** The undersigned requests a revision to the current _____ zoning.

Variance[2]**:** The undersigned requests a variance to Section _____ of the Columbia County Code of Ordinances.

Variation[3]**:** The undersigned requests a variation to Section _____ of the Columbia County Code of Ordinances.

NOTE: Please see footnotes on the backside of this sheet.

PROPERTY INFORMATION:

Tax Map # 029 Parcel # 011A Address: 6215 Nature's Way Grovetown, Ga 30813 (For multiple properties, please use a separate sheet of paper.) Road Frontage: 150 feet on the (North) / South / East / West (circle one) side of Nature's Way. Property area is approximately 123.8 acres and is located 3240 feet from the intersection of Nature's Way & Louisville Road. The attached plat for the property was prepared by H+C Surveying and dated 6/12/24

PROPOSED USE (for rezoning):
If approved, the property will be used for the following purpose(s):

_____

OWNERSHIP AND APPLICANT INFORMATION:

OWNER: CSRA Byrd Farms LLC
ADDRESS: 3519 Wheeler Road
CITY: Augusta STATE: Ga ZIP: 30909
PHONE #: [redacted]
Email (or) Fax [redacted]

APPLICANT: Byrd Farms LLC
ADDRESS: P.O. Box 1220
CITY: Evans STATE: Ga ZIP: 30809
PHONE#: [redacted]
Email (or) Fa [redacted]

DISCLOSURE

Does any local government official or member of their family have a financial interest in the property, or has the applicant **made campaign contributions in the aggregate** of $250 or more within the past two years to any local government official? (Yes or No). **If yes, a full written disclosure must be submitted with this application.**

I hereby depose and say under the penalty of perjury that all of the statements contained in or submitted with this application are true.

Owner's Signature

Michael D Polatty
Printed Name

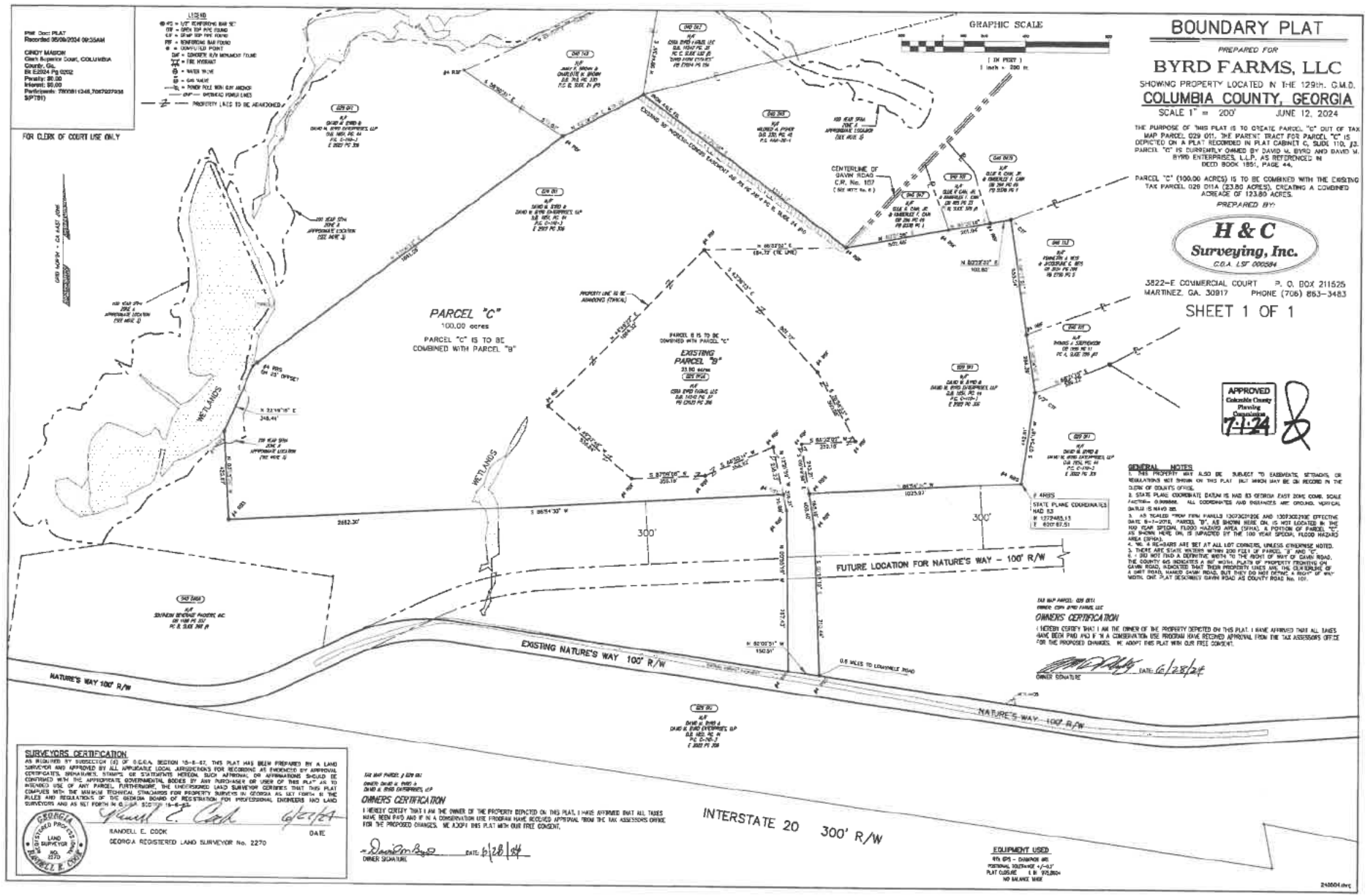
Applicant's Signature

Keith Lawrence
Printed Name

Subscribed and sworn to before me on 29 day of November 20 25.
By: _____ Notary Public

LINDA DIEBEL NOTARY PUBLIC GEORGIA EXPIRES July 10, 2027 COLUMBIA COUNTY

Please return original notarized application with all supporting documentation and fees, to the Columbia County Planning Department, P.O. Box 498, Evans, GA 30809. Refer to *Fee Schedule.*


LEGEND
Plat Doc: PLAT
Recorded 06/06/2024 09:55AM
CINDY MASON
Clerk Superior Court, COLUMBIA County, Ga.
Bk E2024 Pg 0202
Penalty: 80.00
Interest: 00.00
Participants: 7909811248,7067927938
SPT781
FOR CLERK OF COURT USE ONLY
GRAPHIC SCALE
(IN FEET)
1 inch = 200 ft.
BOUNDARY PLAT
PREPARED FOR
BYRD FARMS, LLC
SHOWING PROPERTY LOCATED IN THE 129th. G.M.D.
COLUMBIA COUNTY, GEORGIA
SCALE 1" = 200' JUNE 12, 2024
THE PURPOSE OF THIS PLAT IS TO CREATE PARCEL "C" OUT OF TAX MAP PARCEL 029 011. THE PARENT TRACT FOR PARCEL "C" IS DEPICTED ON A PLAT RECORDED IN PLAT CABINET C, SLIDE 110, J.J. PARCEL "C" IS CURRENTLY OWNED BY DAVID W. BYRD AND DAVID W. BYRD ENTERPRISES, L.L.P. AS REFERENCED IN DEED BOOK 1851, PAGE 44.
PARCEL "C" (100.00 ACRES) IS TO BE COMBINED WITH THE EXISTING TAX PARCEL 028 011A (23.80 ACRES), CREATING A COMBINED ACREAGE OF 123.80 ACRES.
PREPARED BY:
H & C Surveying, Inc.
C.O.A. LSF 000584
3822-E COMMERCIAL COURT P. O. BOX 211525
MARTINEZ, GA. 30917 PHONE (706) 863-3483
SHEET 1 OF 1
PARCEL "C"
100.00 acres
PARCEL "C" IS TO BE COMBINED WITH PARCEL "B"
EXISTING PARCEL "B"
23.80 acres
PARCEL B IS TO BE COMBINED WITH PARCEL "C"
PROPERTY LINE IS RE-BARRING (TYPICAL)
CENTERLINE OF DAVIN ROAD C.R. No. 107 (SEE NOTE No. 6)
WETLANDS
FUTURE LOCATION FOR NATURE'S WAY - 100' R/W
EXISTING NATURE'S WAY 100' R/W
NATURE'S WAY 100' R/W
INTERSTATE 20 300' R/W
0.6 MILES TO LOUISVILLE ROAD
RBRS
STATE PLANE COORDINATES NAD 83
N 1272465.13
E 820187.51
APPROVED Columbia County Planning Commission 7-1-24
GENERAL NOTES
1. THIS PROPERTY MAY ALSO BE SUBJECT TO EASEMENTS, SETBACKS, OR REGULATIONS NOT SHOWN ON THIS PLAT BUT WHICH MAY BE ON RECORD IN THE CLERK OF COURTS OFFICE.
2. STATE PLANE COORDINATE DATUM IS NAD 83 GEORGIA EAST ZONE COMB. SCALE FACTOR= 0.999888. ALL COORDINATES AND BEARINGS ARE GROUND. VERTICAL DATUM IS NAVD 88.
3. AS SCALED FROM FIRM PANELS 13073C0120E AND 13073C0230E EFFECTIVE DATE 6-11-2018, PARCEL "B", AS SHOWN HERE ON, IS NOT LOCATED IN THE 100 YEAR SPECIAL FLOOD HAZARD AREA (SFHA). A PORTION OF PARCEL "C" AS SHOWN HERE ON, IS IMPACTED BY THE 100 YEAR SPECIAL FLOOD HAZARD AREA (SFHA).
4. 5/8" # RE-BARS ARE SET AT ALL LOT CORNERS, UNLESS OTHERWISE NOTED.
5. THERE ARE STATE WATERS WITHIN 200 FEET OF PARCEL "B" AND "C".
6. I DID NOT FIND A DEFINITIVE WIDTH TO THE RIGHT OF WAY OF DAVIN ROAD. THE COUNTY GIS INDICATES A 66' WIDTH. PLATS OF PROPERTY FRONTING ON DAVIN ROAD, INDICATED THAT THEIR PROPERTY LINES ARE THE CENTERLINE OF A DIRT ROAD, NAMED DAVIN ROAD, BUT THEY DO NOT DEFINE A RIGHT OF WAY WIDTH. ONE PLAT DESIGNATED DAVIN ROAD AS COUNTY ROAD No. 101.
OWNERS CERTIFICATION
I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY DEPICTED ON THIS PLAT. I HAVE APPROVED THAT ALL TAXES HAVE BEEN PAID AND IF IN A CONSERVATION USE PROGRAM HAVE RECEIVED APPROVAL FROM THE TAX ASSESSORS OFFICE FOR THE PROPOSED CHANGES. WE ADOPT THIS PLAT WITH OUR FREE CONSENT.
OWNER SIGNATURE DATE 6/28/24
SURVEYORS CERTIFICATION
AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATUTORY METHOD. SUCH APPROVAL OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.
RANDELL E. COOK DATE 6/28/24
GEORGIA REGISTERED LAND SURVEYOR No. 2270
EQUIPMENT USED
GPS GPS - CHAMPION 680
POSITIONAL TOLERANCE +/-0.1'
PLAT CLOSURE 1 IN 975,280+
NO BALANCE MADE
240604.dwg

Deed Doc: WD
Recorded 08/09/2024 02:26PM
Georgia Transfer Tax Paid : $1,620.00
CINDY MASON
Clerk Superior Court, COLUMBIA County, Ga.
Bk 15269 Pg 0267-0268
Penalty: $0.00
Interest: $0.00
Participants: 7800811246,7067927936
$(PT61)

Return To:
Klosinski Overstreet, LLP
1229 Augusta West Parkway
Augusta, Georgia 30909
File #: 2024-06-53

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF COLUMBIA

THIS INDENTURE made and entered into this 28th day of June, 2024, between David M. Byrd and David M. Byrd Enterprises, L.L.L.P., a Georgia Partnership as party of the first part, hereinafter referred to as GRANTOR, and CSRA Byrd Farms, LLC, a Georgia limited liability company, as party of the second part, hereinafter referred to as GRANTEE;

WITNESSETH That the said Grantor, for and in consideration of the sum of TEN DOLLARS, and other good and valuable considerations in hand well and truly paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged has granted, bargained, sold, aliened, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, release, convey and confirm unto the Grantee, all of the following described property to-wit:

ALL that lot, parcel of tract of land, with any improvements thereon, lying and being in the 129th G.M.D. of Columbia County, Georgia being shown and depicted as PARCEL "C" containing 100.00 acres on the Boundary Plat prepared for Byrd Farms by H & C Surveying, Inc. dated June 12, 2024 and recorded in Book E2024, Page 0202 in the Office of the Clerk of Superior Court of Columbia County. Reference is hereby made to said plat for a more complete and accurate description as to metes, bounds and distances.

Said property is conveyed subject to all easements of record.

Portion of Map and Parcel No. 029 011

TOGETHER WITH ALL AND SINGULAR the rights, easements, ways, members and appurtenances to said land, being, belonging or in any wise appertaining, and the remainders, reversions, rents, issues and profits thereof, and every part thereof;

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit, and behalf of the said parties of the second part, their heirs and assigns, forever, in Fee Simple.

AND THE SAID Grantor, for its successors or assigns will warrant and forever defend the right and title to the above described property, unto the Grantee, their heirs and assigns, and legal representatives, against the claims of all persons owning, holding or claiming by, through or under the Grantor, but not against; any exception hereinabove set forth; all applicable municipal and county zoning laws, ordinances or other governmental regulations pertaining to the use and occupancy of the Property; any easements or restrictions or other matters appearing in the records of said county; or facts to which might be disclosed by a physical inspection of said Property or a current accurate survey thereof.

IN WITNESS WHEREOF, the said Grantor has hereunto set their hand and seal, the day and year above written.

David M. Byrd

David M. Byrd Enterprises, L.L.L.P., a Georgia Partnership

By: David M. Byrd
David M. Byrd, General Partner

Signed, sealed and delivered in the presence of:

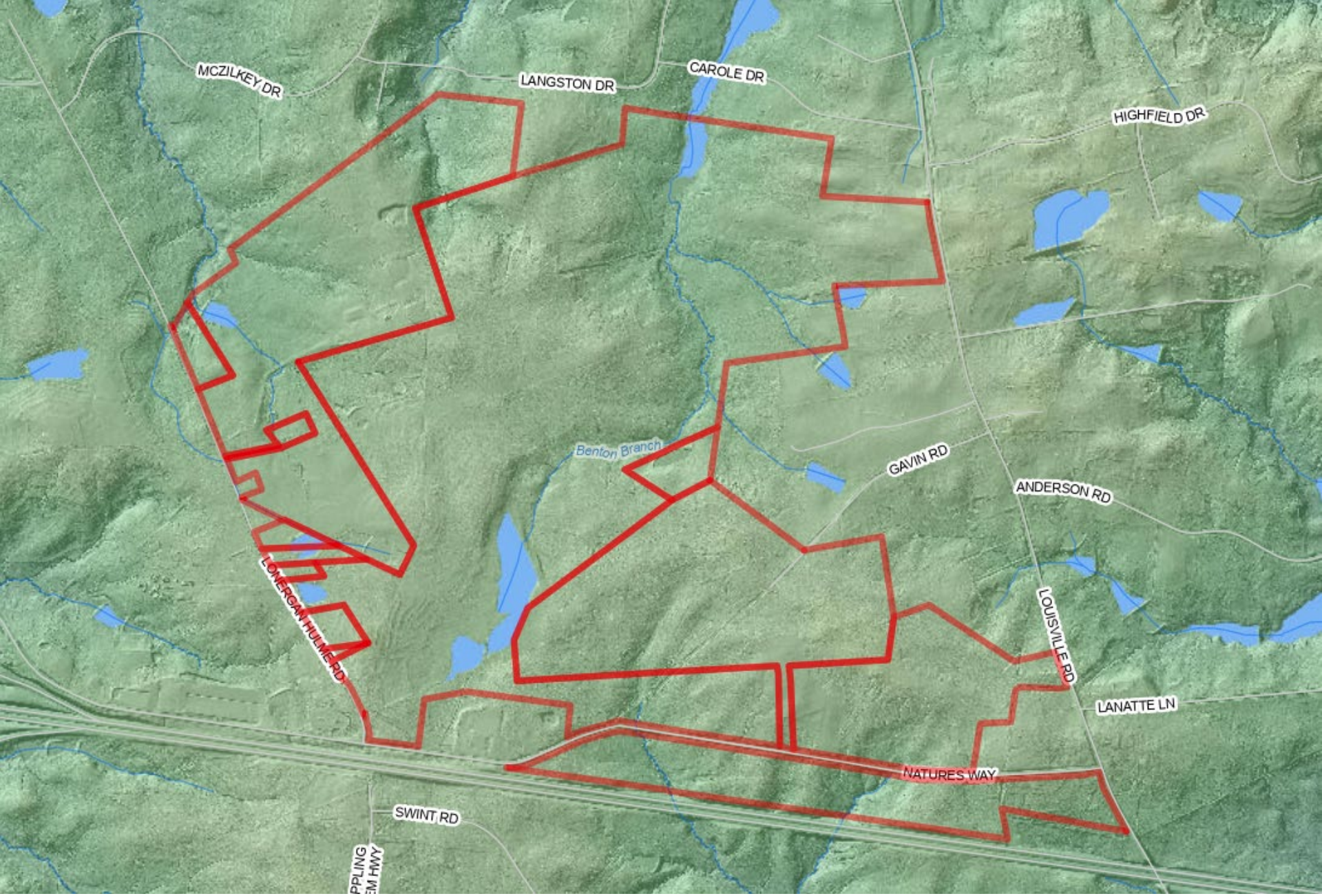
Megan Douglas
WITNESS:

NOTARY
My Commission Expires:

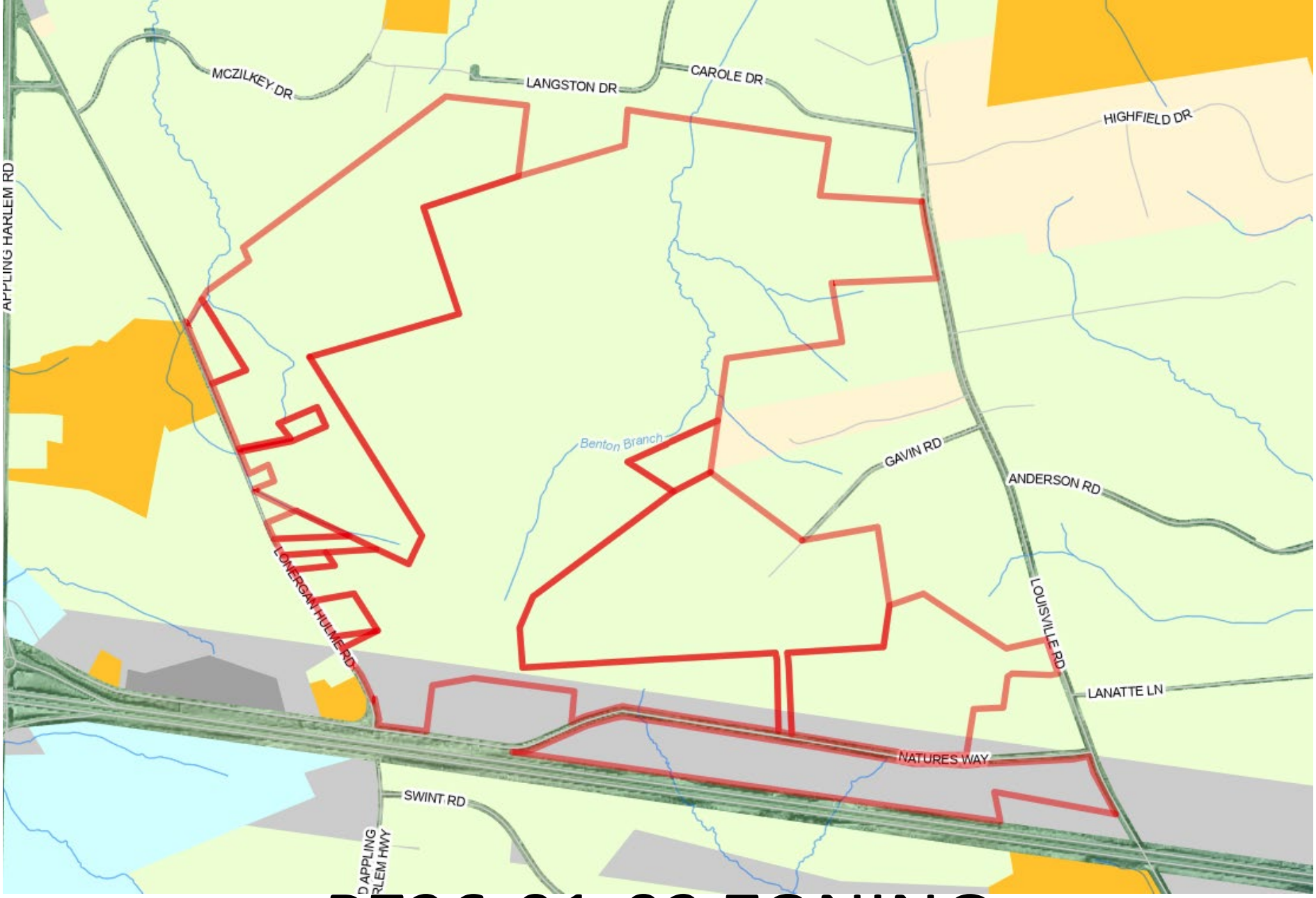
SCOTT J KLOSINSKI NOTARY PUBLIC RICHMOND COUNTY, GEORGIA MY COMMISSION EXPIRES SEPTEMBER 28, 2025

REZONING RZ26-01-02

- Tax Map 029 Parcels 011, 011A, 006, 005, 006B, 010A, 010B, 009, 008A, 008 and Tax Map 040 Parcel 142
- Location: 1769 Lonergan Hulme Road, 6215 Natures Way, 1843 Lonergan Hulme Road, 1837 Lonergan Hulme Road, 1781 Lonergan Hulme Road, off Lonergan Hulme Road, 1803 Lonergan Hulme Road, 1805 Lonergan Hulme Road, 1807 Lonergan Hulme Road, and 6201 Gavin Road
- Acreage: 944.27 +/- acres
- Current Zoning: R-A (Residential Agricultural) and a split zoned R-A (Residential Agricultural) & M-1 (Light Industrial)
- Existing Use: Single Family
- Request: Rezoning to D-C (Data Center District) for proposed data center development
- Applicant: Byrd Farms, LLC



RZ26-01-02 LOCATION



RZ26-01-02 ZONING



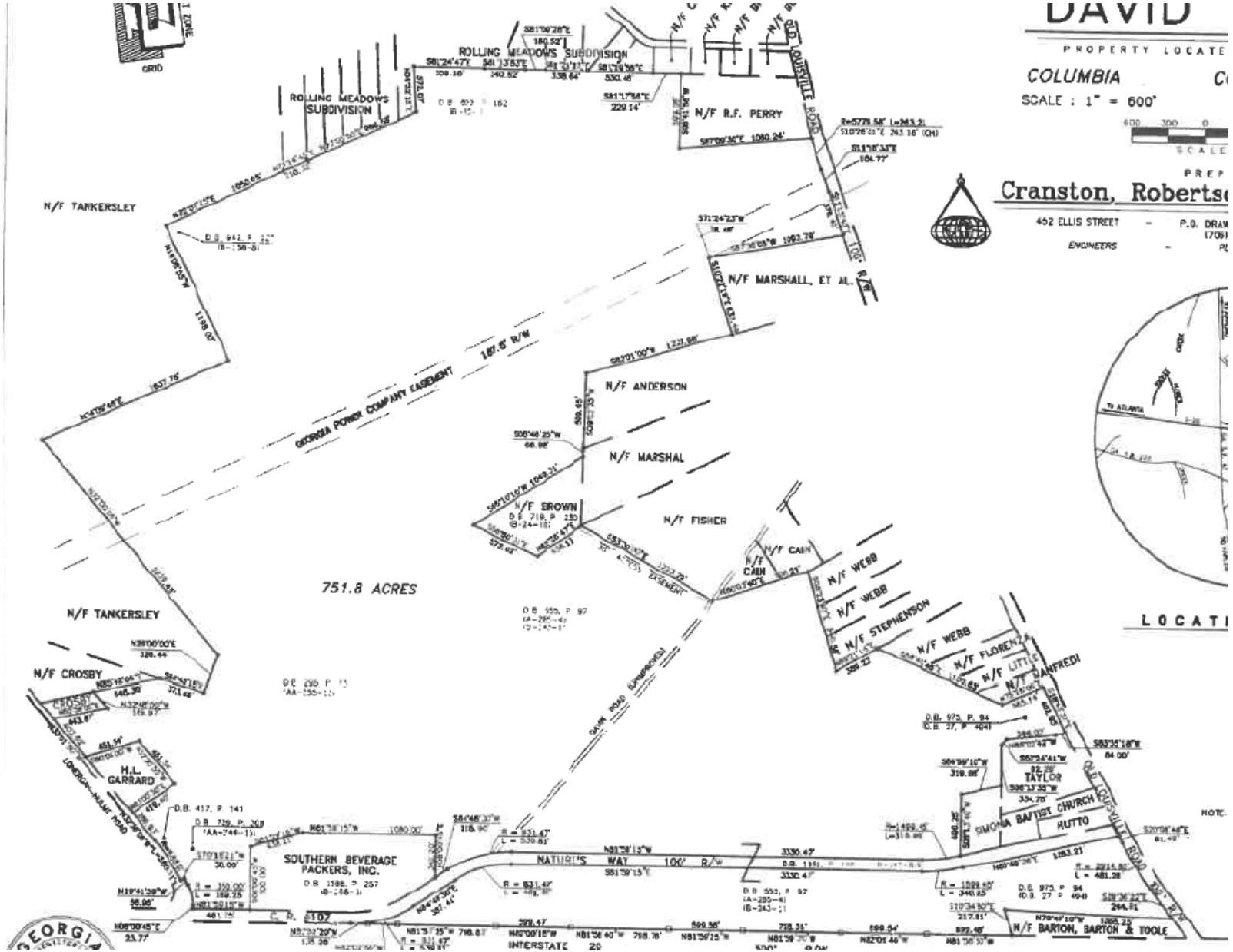
RZ26-01-02 AERIAL



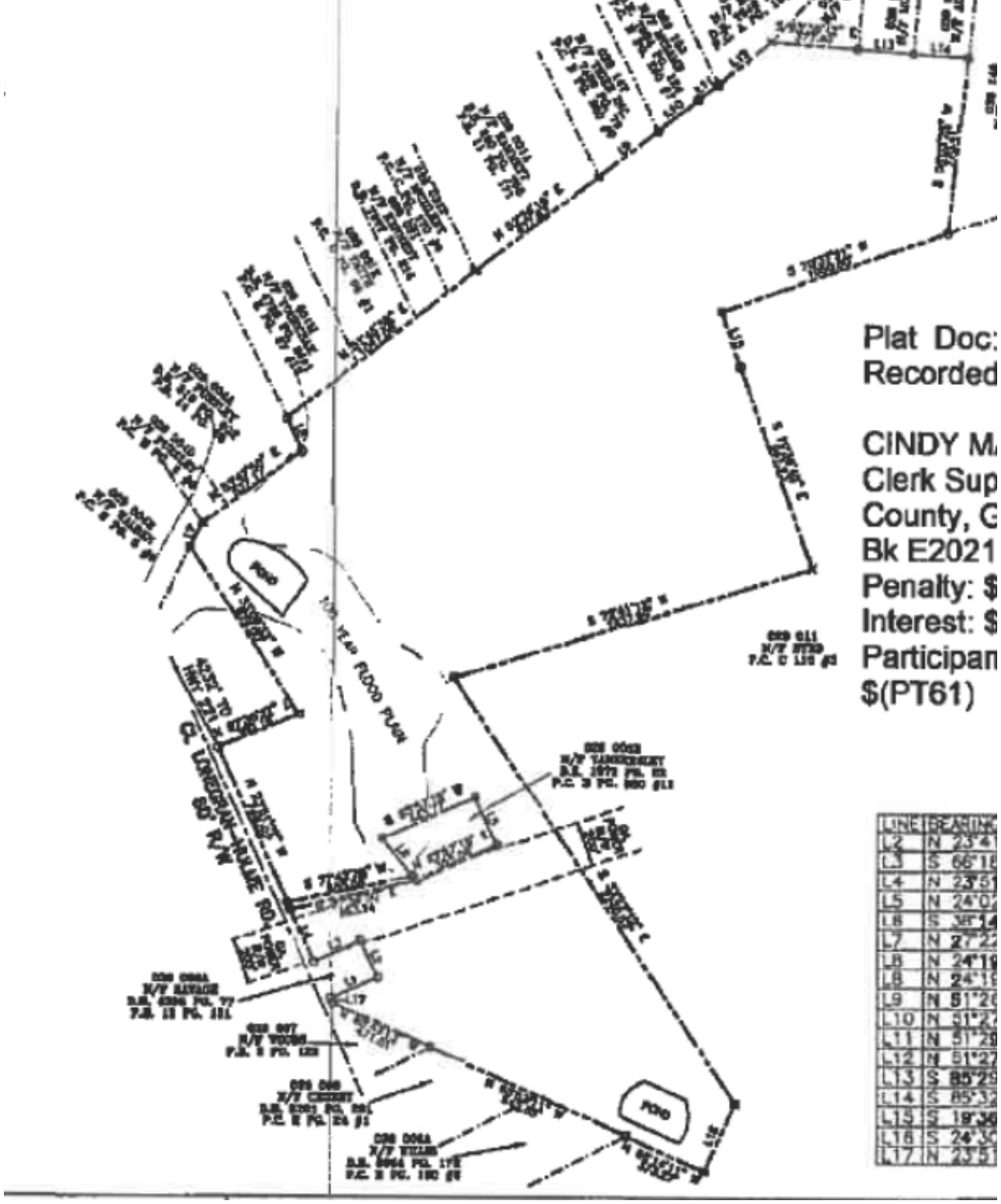
RZ26-01-02 SITE



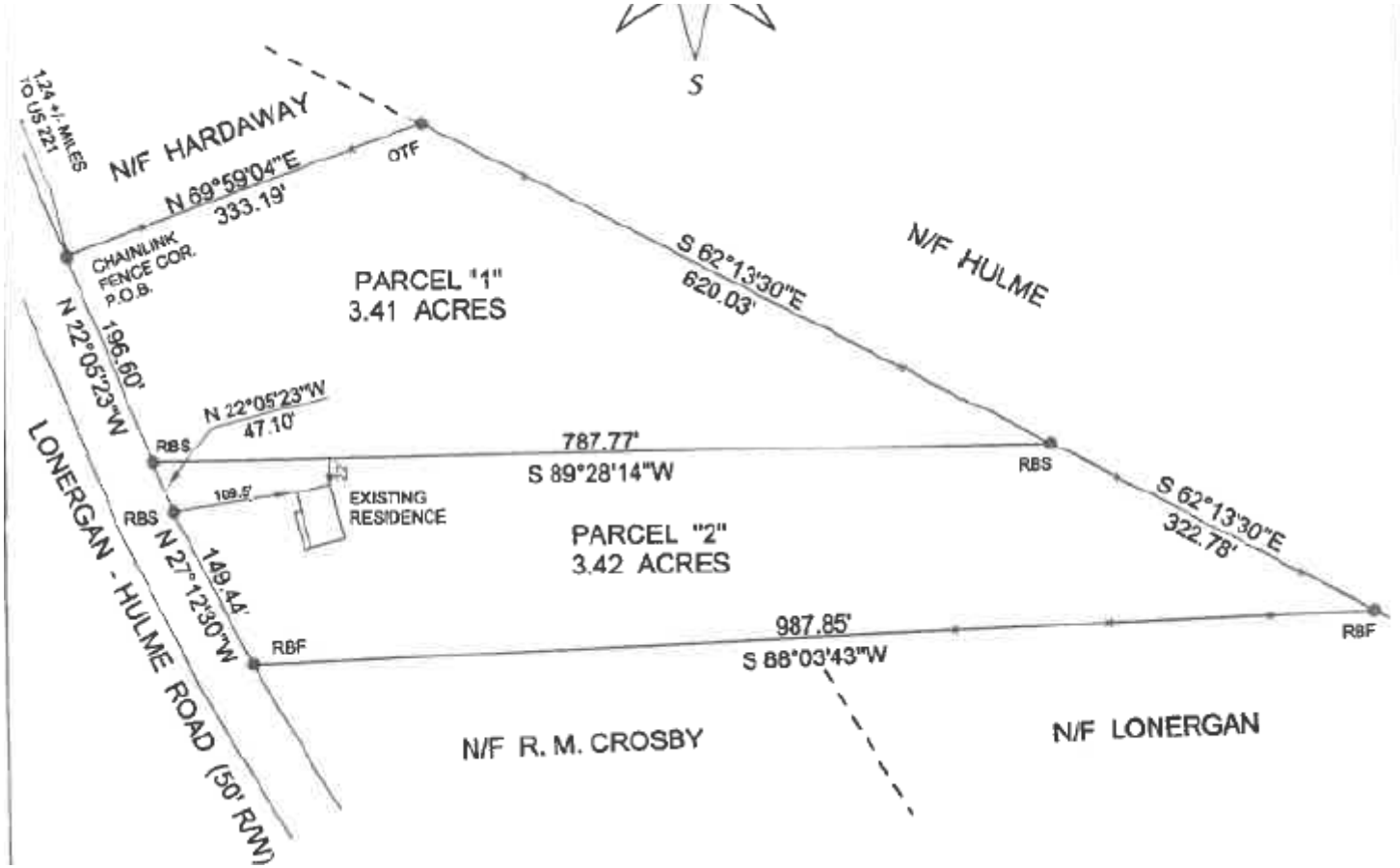
RZ26-01-02 SITE



RZ26-01-02 PLAT (BYRD TRACT)



RZ26-01-02 PLAT (GRAND OAK FARMS)



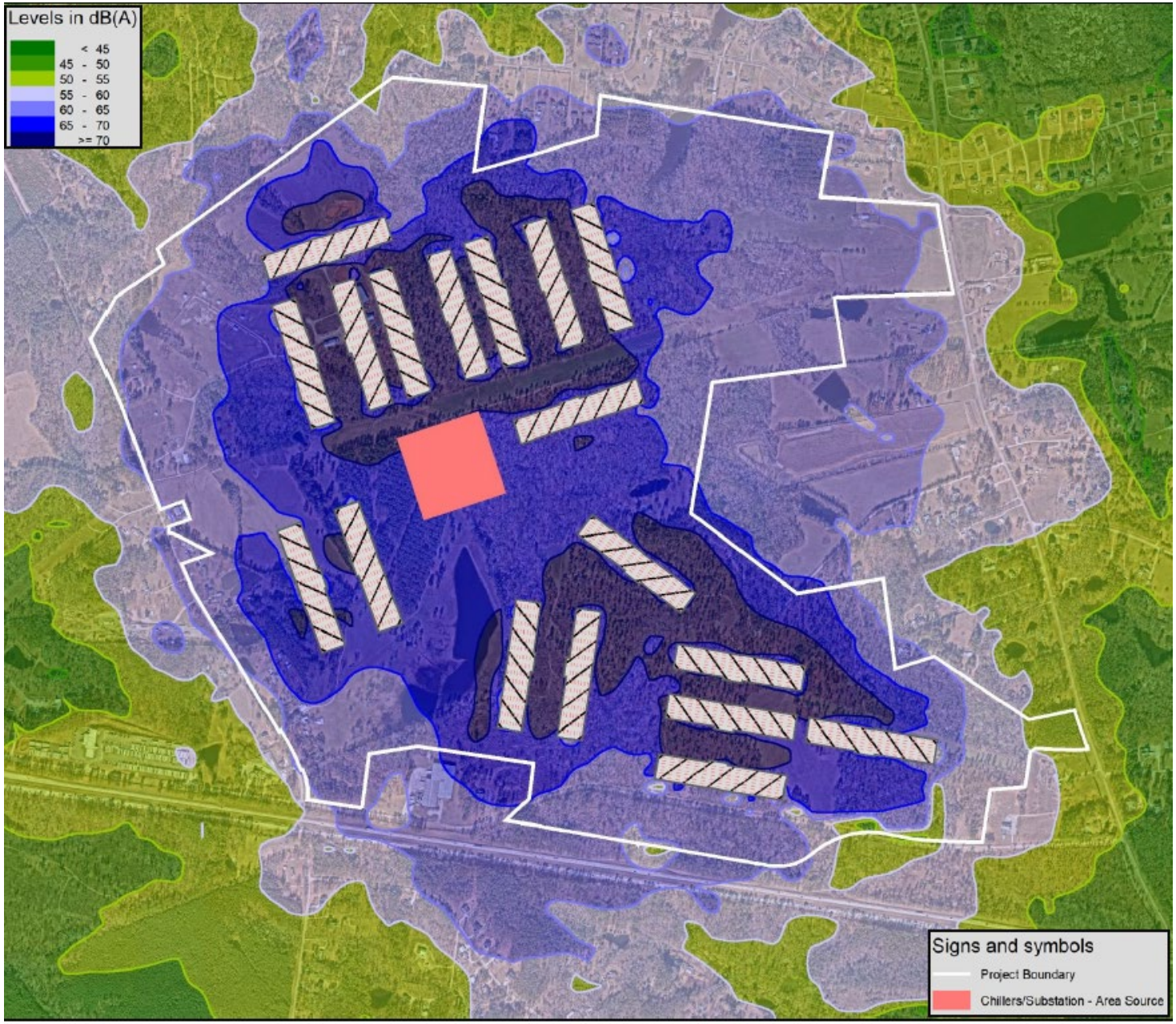
RZ26-01-02 PLAT (CROSBY)



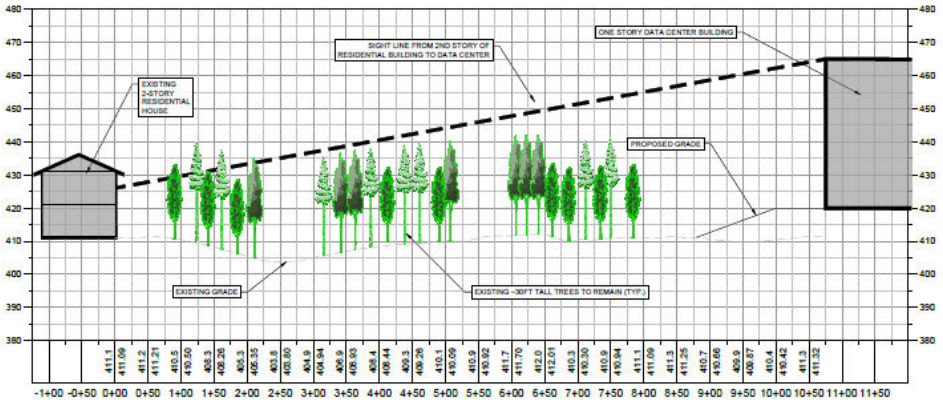
RZ26-01-02 CONCEPT PLAN



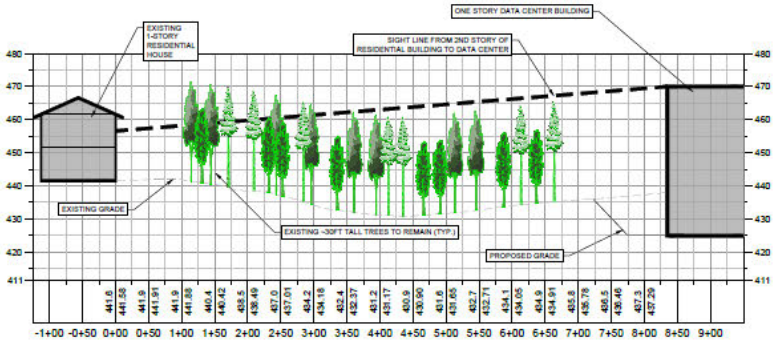
RZ26-01-02 SOUND STUDY



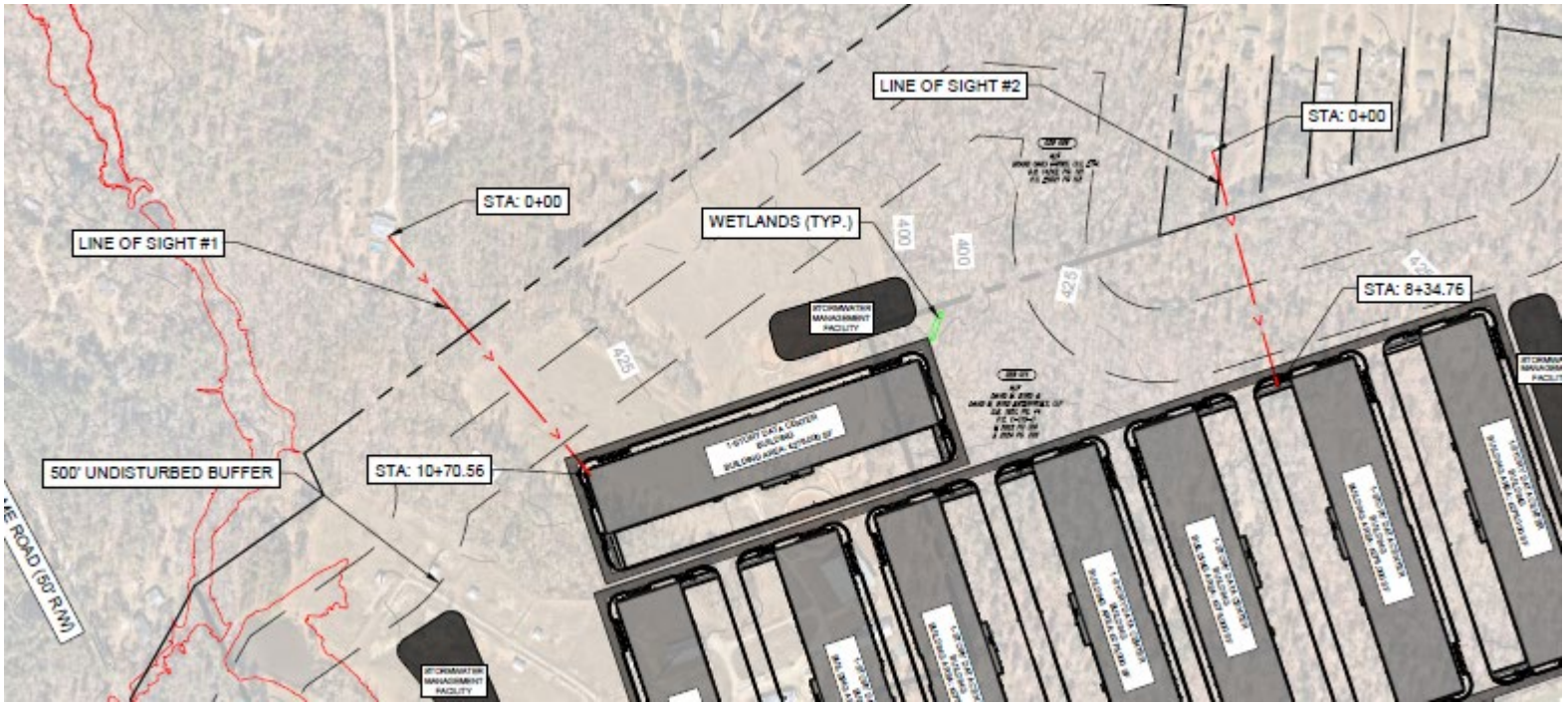
RZ26-01-02 SOUND STUDY



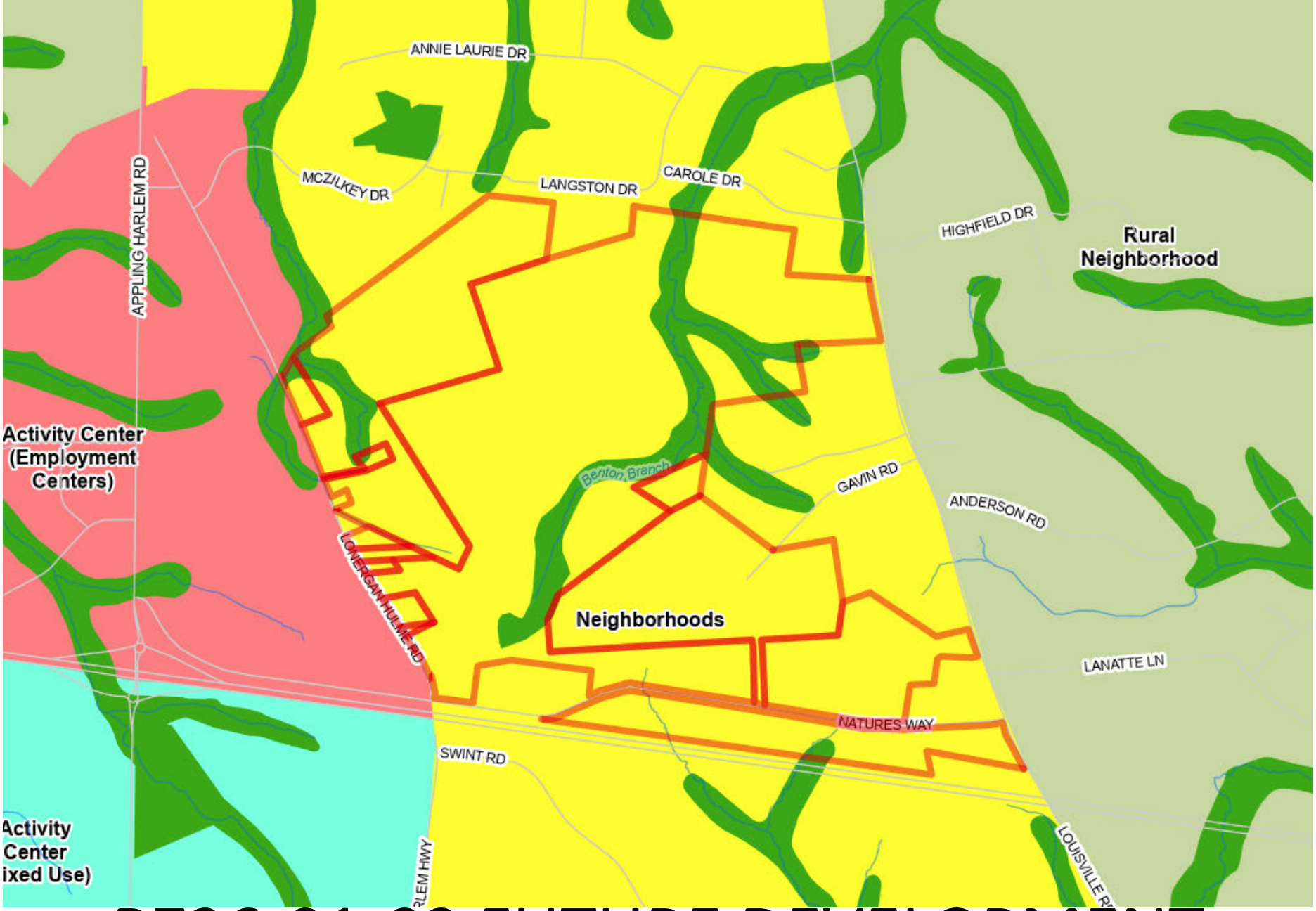
PROFILE VIEW
LINE OF SIGHT No. 1
1" = 100' HORZ.
1" = 20' VERT.



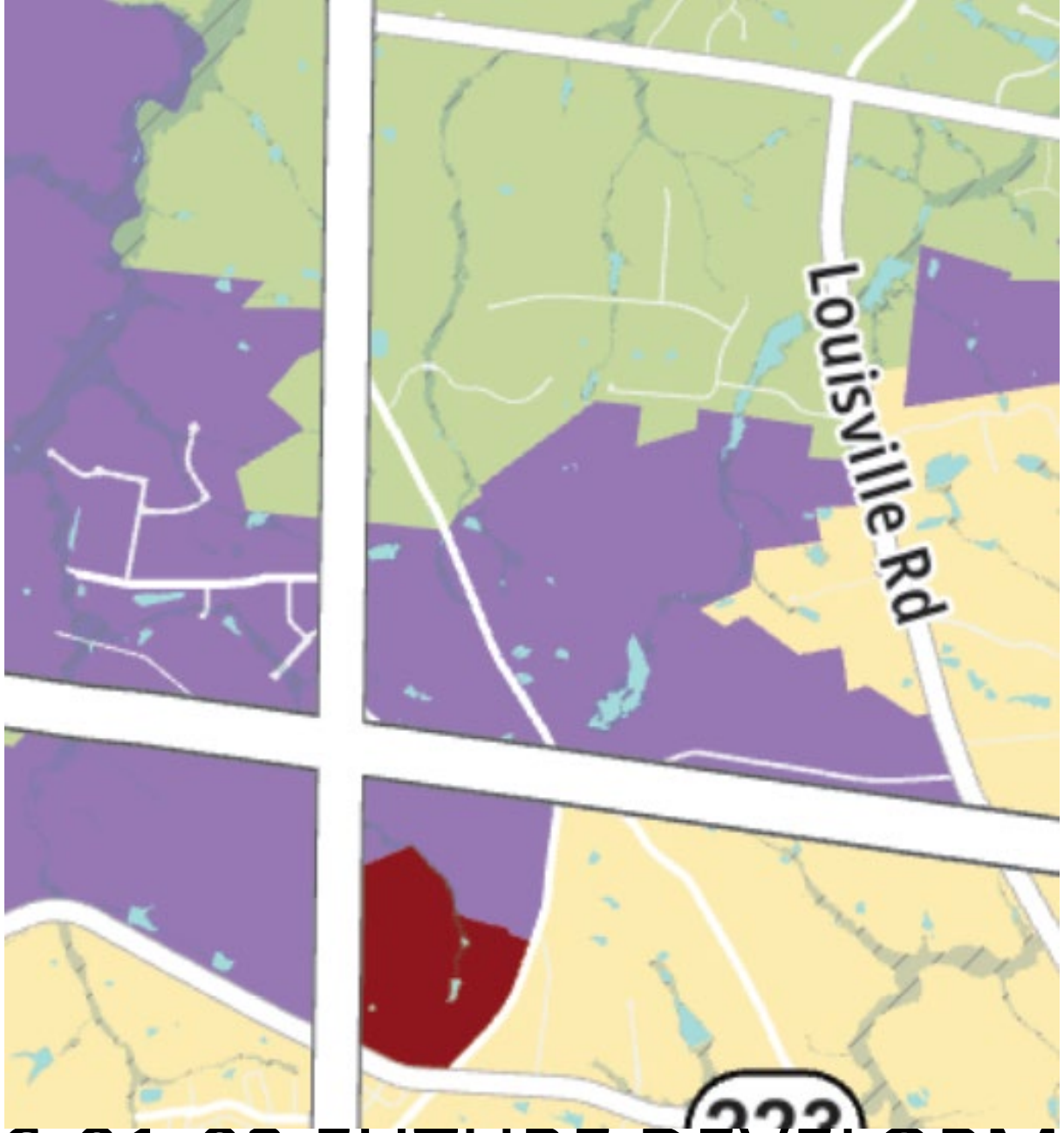
PROFILE VIEW
LINE OF SIGHT No. 2
1" = 100' HORZ.
1" = 20' VERT.



RZ26-01-02 VISUAL SURVEY



RZ26-01-02 FUTURE DEVELOPMENT



RZ26-01-02 FUTURE DEVELOPMENT

PLEASE RETURN TO: **CHRIS DRIVER**
HULL BARRETT, P.C.
1202 PARK LANE, SUITE 209
EVANS, GEORGIA 30809

STATE OF GEORGIA

COUNTY OF COLUMBIA

PERMANENT EASEMENT

THIS INDENTURE made and entered into this ____ day of _____, 20__, by and between **BRANCH SPRINGS DEVELOPMENT, LLC**, a Georgia limited liability company, hereinafter referred to as "Grantor", and **COLUMBIA COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "Grantee".

In this deed, wherever the context so requires, the masculine gender includes feminine and/or neuter, and the singular number includes the plural. Wherever herein a verb, pronoun or other part of speech is used in the singular, and there be more than one Grantor or Grantee, the singular part of speech shall be deemed to read as the plural. Each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein. Wherever herein Grantor or Grantee is used, the same shall be construed to mean as well the heirs, executors, administrators, successors, representatives and assigns of the same.

W I T N E S S E T H :

THAT the said Grantor, for and in consideration of the sum of One Dollar and No Cents ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does herby grant, bargain, sell, alien, convey and confirm unto Grantee, an exclusive permanent and perpetual easement over, through and under the property, described as "Permanent Easement" on Exhibit "A", attached hereto and by reference made a part hereof, said easement being for the construction, maintenance, repair and replacement of sanitary sewer main and all other utilities, including but not limited to water, storm-water, electrical, broadband high-speed internet/optical fiber cables and other related purposes as Grantee may see fit.

The easement granted herein includes the right of ingress and egress from and to the surrounding property of the Grantor for any and all purposes connected with the necessary and proper installation, construction, maintenance, repair, replacement and inspection of such utilities. The easements granted herein also include the right of, where applicable, of ingress and egress from and to the surrounding property of the Grantor for accessing said utilities.

Grantor, his successors, assigns and legal representatives shall have the right to use said parcel of land in any manner not inconsistent or interfering with the easement rights conveyed herein, excluding, however, the right to erect, construct or maintain within the permanent easement area any buildings, structures, or other permanent improvements, including but not limited to trees, without written consent of the Grantee. Grantor specifically agrees that if he improves the easement area, he will indemnify and hold Grantee harmless from any damages which may result to said improvements should Grantee be required to work in, or otherwise utilize, the easement area.

Any damages or additional costs resulting to Grantee as a result of alternative uses of such land by Grantor shall be the responsibility of and paid for by the Grantor. Under each of these easements, Grantee shall have the right to trim or remove trees, shrubs, bushes and other vegetation or ground cover as necessary to install, maintain, repair and operate the utility facilities located therein.

TO HAVE AND TO HOLD said easement unto Grantee, its successors and assigns in accordance with the terms herein. Grantor hereby warrants and represents that he is the owner of the above-described property and have the authority to grant the easement herein conveyed.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal on the day and year first above written.

Signed, sealed and delivered in our presence in Richmond County, Georgia

_____
Unofficial Witness

_____
Notary Public, Richmond County, Georgia

My commission expires: May 9, 2029
[SEAL]

GRANTOR:

BRANCH SPRINGS DEVELOPMENT, LLC

By: _____
Print Name: Joe Presley
As Its (Print): Member Manager

NANCY CAMPBELL NOTARY PUBLIC COLUMBIA COUNTY, GA My Commission Expires May 9, 2029

02302811-1

ACCEPTANCE BY COUNTY

The foregoing Permanent Easement is hereby accepted by Columbia County, Georgia.

Dated _____, 20___. TIN: 062 085S

COLUMBIA COUNTY, GEORGIA

By:_____
Douglas R. Duncan, Jr.
As Its: Chairman of Board of Commissioners

ATTEST:

By:_____
Patrice R. Crawley
As Its: County Clerk

(SEAL)

EXHIBIT "A"

Permanent Easement:

All that lot, tract or parcel of land situate, lying and being in Columbia County, Georgia, being those 991.2, 173.0 & 2,143.4 square feet, more or less, portions of Tax Parcel ID No. 062 085S, shown and depicted as "NEW PERMANENT SANITARY SEWER EASEMENT TO BE ACQUIRED" on that certain plat dated October 29, 2025, and prepared for Columbia County, Georgia by Cranston, which plat is recorded in the Office of the Clerk of Superior Court of Columbia County, Georgia in Plat Book, _____, Page(s) _____ ("Plat"). Reference is hereby made to said Plat for a more complete and accurate description as to the metes, bounds, courses, distances and location of said property.

OWNER'S AFFIDAVIT

STATE OF GEORGIA

COUNTY OF COLUMBIA

Personally appeared before the undersigned officer, duly authorized by law to administer oaths, by _____, on behalf of **BRANCH SPRINGS DEVELOPMENT, LLC**, a Georgia limited liability company **("OWNER", WHICH EXPRESSION SHALL INCLUDE THE PLURAL AS WELL AS THE SINGULAR)**, who being first duly sworn, depose(s) and say(s):

1. Owner owns the fee simple estate in and to the real property (hereinafter referred to as the "Property") located in Columbia County, Georgia, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

2. That, there are no unpaid or unsatisfied security deeds, mortgages, claims of lien, special assessments for sewerage or streets or ad valorem taxes which constitute or could constitute a lien against the Property or any part thereof.

3. That there is no outstanding indebtedness for equipment, appliances or other fixtures owned by Owner attached to or located in or on the Property.

4. That there are no disputes concerning the location of the lines and corners of the Property.

5. That there are no pending suits, proceedings, judgments, bankruptcies, liens or executions (except as listed in 2., above) against Owner in Columbia County or any other county of the State of Georgia which do or could adversely affect title to the Property.

6. That no work, improvements or repairs have been undertaken by or at the instance of Owner (or any agents or representatives of Owner) on the Property or any part thereof during the ninety-five (95) days immediately preceding the date of the making of this Affidavit for which payment has not been made or for which adequate payment arrangements have been made; and there are no outstanding bills for labor or materials used in making improvements or repairs upon the Property at the instance of Owner(or any agents or representatives of Owner) or for the services of architects, surveyors or engineers incurred in connection therewith.

7. That Owner is in exclusive possession of the Property and that no other parties have any claim to possession of the Property.

8. That there are no parties entitled to file a lien to secure payment of real estate commissions or fees in connection with the leasing, management or sale of the Property.

This the 18th day of November, 2025

Signed, sealed and delivered in our presence in Richmond County, Georgia

Notary Public Richmond County, Georgia
My commission expires: May 9, 2029
[SEAL]

OWNER:

BRANCH SPRINGS DEVELOPMENT, LLC

By:
Print Name: Joel Presley
As Its (Print): Member Manager

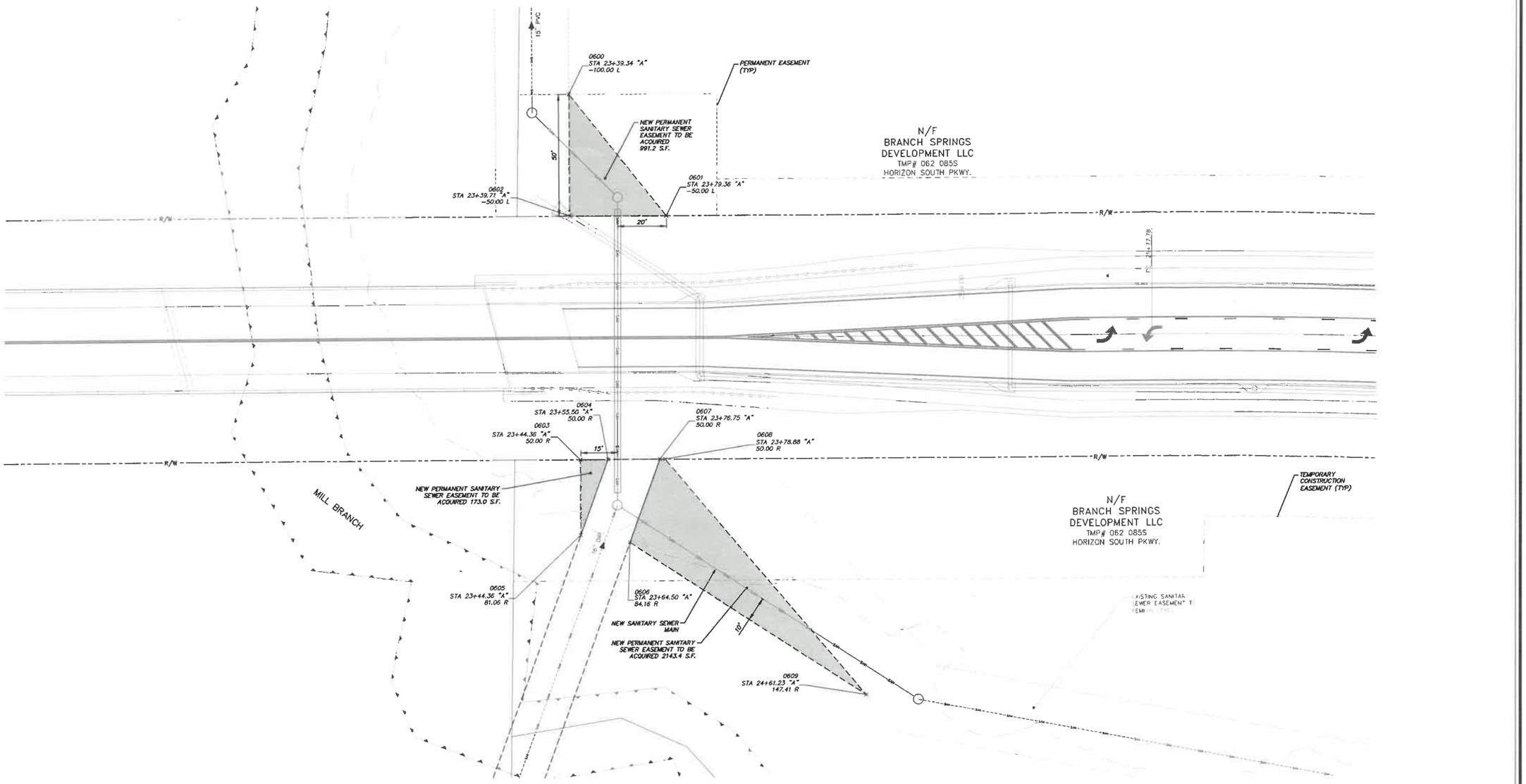
NANCY CAMPBELL NOTARY PUBLIC My Commission Expires May 9, 2029 COLUMBIA COUNTY, GA

EXHIBIT "A"

Permanent Easement:

All that lot, tract or parcel of land situate, lying and being in Columbia County, Georgia, being those 991.2, 173.0 & 2,143.4 square feet, more or less, portions of Tax Parcel ID No. 062 085S, shown and depicted as "NEW PERMANENT SANITARY SEWER EASEMENT TO BE ACQUIRED" on that certain plat dated October 29, 2025, and prepared for Columbia County, Georgia by Cranston, which plat is recorded in the Office of the Clerk of Superior Court of Columbia County, Georgia in Plat Book, _____, Page(s) _____ ("Plat"). Reference is hereby made to said Plat for a more complete and accurate description as to the metes, bounds, courses, distances and location of said property.

FOR CLERK OF COURT'S USE ONLY



PARCEL ID: 062 085S			
BRANCH SPRINGS DEVELOPMENT LLC			
POINT #	DESCRIPTION	NORTHING	EASTING
1	0600	1263958.7987	642762.6146
2	0601	1263905.7283	642798.4716
3	0602	1263908.9315	642758.9535
4	0603	1263808.8829	642755.5075
5	0604	1263807.9829	642766.8120
6	0605	1263777.9239	642752.9985
7	0606	1263773.2040	642772.8184
8	0607	1263806.2668	642787.7903
9	0608	1263806.0949	642789.9084
10	0609	1263702.3537	642864.1275
SANITARY EASEMENT (SFT)			3,307.64
SANITARY EASEMENT (ACRES)			0.08

LEGEND

EXISTING SANITARY SEWER EASEMENT

NEW PERMANENT SANITARY SEWER EASEMENT

GA. EAST ZONE GRID

EASEMENT PLAT

FOR

COLUMBIA COUNTY, GEORGIA

COLUMBIA COUNTY, GEORGIA

SCALE: 1" = 20'

OCTOBER 29, 2025

20 10 0 20 40

SCALE IN FEET

PREPARED BY

CRANSTON

452 Ellis Street, Augusta, Georgia 30901

Telephone 706-722-1588

CranstonEngineering.com

2023-0418

CWM

C:\PROJECTS\2023\2023-0418_ROADWAY DESIGN - CHAMBLIN HORIZON CONNECTOR\AC-DRAWINGS\SURVEY\2023-0418_SS-EXHIBIT.DWG 11/14/2025 6:46 PM

PLEASE RETURN TO: CHRIS DRIVER
HULL BARRETT, P.C.
1202 TOWN PARK LANE, SUITE 209
EVANS, GEORGIA 30809

STATE OF GEORGIA

COUNTY OF COLUMBIA

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE made and entered into this 22 day of Sept., 2025, by and between **DAVID A. BUTLER AND KELLEY L. BUTLER**, hereinafter referred to as "Grantor", and **COLUMBIA COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "Grantee".

In this deed, wherever the context so requires, the masculine gender includes feminine and/or neuter, and the singular number includes the plural. Wherever herein a verb, pronoun or other part of speech is used in the singular, and there be more than one Grantor or Grantee, the singular part of speech shall be deemed to read as the plural. Each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein. Wherever herein Grantor or Grantee is used, the same shall be construed to mean as well the heirs, executors, administrators, successors, representatives and assigns of the same.

WITNESSETH:

THAT the said Grantor, for and in consideration of the sum of One Dollar and No Cents ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does herby grant, bargain, sell, alien, convey and confirm unto Grantee, temporary construction easements over, through and under the property, described as "Temporary Construction Easements" on Exhibit "A", attached hereto and by reference made a part hereof, said easements being for the construction of a turn lane, and other related purposes as Grantee may see fit.

The temporary easement herein granted shall commence on the date hereof and shall terminate upon the completion by the Grantee of all work related to the project.

TO HAVE AND TO HOLD said easement unto Grantee, its successors and assigns in accordance with the terms herein. Grantor hereby warrants and represents that he is the owner of the above-described property and have the authority to grant the easement herein conveyed.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal on the day and year first above written.

Signed, sealed and delivered in our presence in Columbia County, Georgia

Witness

Notary Public, Columbia County, Georgia

My commission expires: May 6, 2029

[SEAL]

GRANTOR:

DAVID A. BUTLER

(L.S.)

ASHLYN B BEDGOOD NOTARY PUBLIC COLUMBIA COUNTY, GEORGIA MY COMMISSION EXPIRES MAY 6, 2029

Signed, sealed and delivered in our presence in Columbia County, Georgia

Witness

Notary Public, Columbia County, Georgia

My commission expires: May 6, 2029

[SEAL]

GRANTOR:

KELLEY L. BUTLER

(L.S.)

ASHLYN B BEDGOOD NOTARY PUBLIC COLUMBIA COUNTY, GEORGIA MY COMMISSION EXPIRES MAY 6, 2029

ACCEPTANCE BY COUNTY

The foregoing Temporary Construction Easement is hereby accepted by Columbia County, Georgia.

Dated _____, 20___. TIN: 052 001B

COLUMBIA COUNTY, GEORGIA

By:_____
Douglas R. Duncan, Jr.
As Its: Chairman of Board of Commissioners

ATTEST:

By:_____
Patrice R. Crawley
As Its: County Clerk

(SEAL)

EXHIBIT "A"

Temporary Construction Easement(s):
All that lot, tract or parcel of land situate, lying and being in Columbia County, Georgia, being that 0.04 acres, more or less, portion of Tax Parcel ID No. 052 001B, shown and depicted as "PROPOSED TEMPORARY CONSTRUCTION EASEMENT" on that certain plat dated June 30, 2025, and prepared by Bluewater Engineering Services, which plat is recorded in the Office of the Clerk of Superior Court of Columbia County, Georgia in Plat Book, _____, Page(s) _____ ("Plat"). Reference is hereby made to said Plat for a more complete and accurate description as to the metes, bounds, courses, distances and location of said property.

OWNER'S AFFIDAVIT

STATE OF GEORGIA

COUNTY OF COLUMBIA

Personally appeared before the undersigned officer, duly authorized by law to administer oaths, by **DAVID A. BUTLER AND KELLEY L. BUTLER ("OWNER", WHICH EXPRESSION SHALL INCLUDE THE PLURAL AS WELL AS THE SINGULAR)**, who being first duly sworn, depose(s) and say(s):

1. Owner owns the fee simple estate in and to the real property (hereinafter referred to as the "Property") located in Columbia County, Georgia, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

2. That, there are no unpaid or unsatisfied security deeds, mortgages, claims of lien, special assessments for sewerage or streets or ad valorem taxes which constitute or could constitute a lien against the Property or any part thereof, except:

   a. SECURITY DEED dated March 31, 2010, from David A. Butler and Kelley L. Butler "Borrower", as Grantor, in favor of Georgia Bank & Trust Company of Augusta "Lender" as Grantee, which security deed is recorded in the Office of the Clerk of Superior Court of Columbia County, Georgia at Deed Book 7310, Page 42.

3. That there is no outstanding indebtedness for equipment, appliances or other fixtures owned by Owner attached to or located in or on the Property.

4. That there are no disputes concerning the location of the lines and corners of the Property.

5. That there are no pending suits, proceedings, judgments, bankruptcies, liens or executions (except as listed in 2., above) against Owner in Columbia County or any other county of the State of Georgia which do or could adversely affect title to the Property.

6. That no work, improvements or repairs have been undertaken by or at the instance of Owner (or any agents or representatives of Owner) on the Property or any part thereof during the ninety-five (95) days immediately preceding the date of the making of this Affidavit for which payment has not been made or for which adequate payment arrangements have been made; and there are no outstanding bills for labor or materials used in making improvements or repairs upon the Property at the instance of Owner (or any agents or representatives of Owner) or for the services of architects, surveyors or engineers incurred in connection therewith.

7. That Owner is in exclusive possession of the Property and that no other parties have

any claim to possession of the Property.

8. That there are no parties entitled to file a lien to secure payment of real estate commissions or fees in connection with the leasing, management or sale of the Property.

This the 22nd day of Sept., 2025

OWNER:

DAVID A. BUTLER

D A. B (L.S.)

Signed, sealed and delivered in our presence in Columbia County, Georgia

Ashlyn B. Bedgood

Notary Public, Columbia County, Georgia

My commission expires: May 6, 2029

[SEAL]

ASHLYN B BEDGOOD NOTARY PUBLIC COLUMBIA COUNTY, GEORGIA MY COMMISSION EXPIRES MAY 6, 2029

This the 22nd day of Sept., 2025

OWNER:

KELLEY L. BUTLER

K L B (L.S.)

Signed, sealed and delivered in our presence in Columbia County, Georgia

Ashlyn B. Bedgood

Notary Public, Columbia County, Georgia

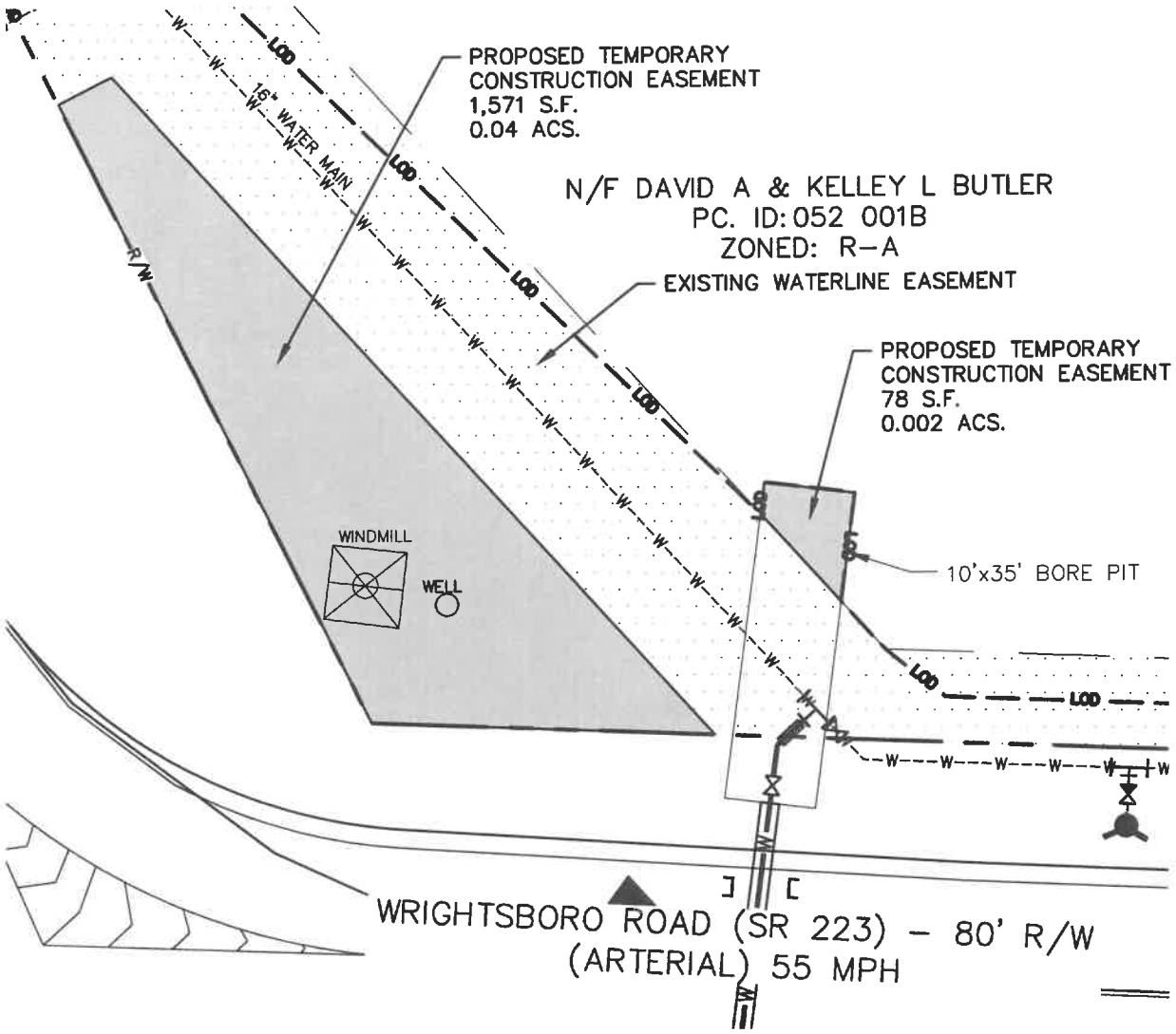
My commission expires: May 6, 2029

[SEAL]

ASHLYN B BEDGOOD NOTARY PUBLIC COLUMBIA COUNTY, GEORGIA MY COMMISSION EXPIRES MAY 6, 2029

EXHIBIT "A"

Temporary Construction Easement(s):
All that lot, tract or parcel of land situate, lying and being in Columbia County, Georgia, being that 0.04 acres, more or less, portion of Tax Parcel ID No. 052 001B, shown and depicted as "PROPOSED TEMPORARY CONSTRUCTION EASEMENT" on that certain plat dated June 30, 2025, and prepared by Bluewater Engineering Services, which plat is recorded in the Office of the Clerk of Superior Court of Columbia County, Georgia in Plat Book, _____, Page(s) _____ ("Plat"). Reference is hereby made to said Plat for a more complete and accurate description as to the metes, bounds, courses, distances and location of said property.



GRID NORTH GA EAST ZONE

LEGEND:

	SYMBOL
EXISTING WATERLINE EASEMENT	
TEMPORARY CONSTRUCTION EASEMENT	

GRAPHIC SCALE

0 20

(IN FEET)
1 inch = 20 ft.

DAVID A & KELLEY L BUTLER (PARCEL # 052 001B)
TEMPORARY CONSTRUCTION EASEMENT: 1,649 S.F. (0.04 ACS.)

NOTE: EASEMENTS SHOWN ON THIS PLAN ARE APPROXIMATE AND SHALL BE VERIFIED BY A FIELD SURVEY. EASEMENT PLATS TO BE PREPARED AND RECORDED AT A FUTURE DATE.

BLUEWATER ENGINEERING SERVICES
P. O. Box 617 Evans, Georgia 30809
OFFICE: (706) 364-5220
FAX: (706) 364-5221
EMAIL: bluewaterengr@yahoo.com

WRIGHTSBORO RD AT LOUISVILLE RD
TURN LANE IMPROVEMENTS PROJECT

TEMPORARY CONSTRUCTION EASEMENT

PROJECT 170.81
JUNE 30, 2025

PLEASE RETURN TO: CHRIS DRIVER
HULL BARRETT, P.C.
1202 TOWN PARK LANE, SUITE 209
EVANS, GEORGIA 30809

STATE OF GEORGIA

COUNTY OF COLUMBIA

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE made and entered into this 11 day of Nov, 2025, by and between **J. CARLISLE OVERSTREET**, hereinafter referred to as "Grantor", and **COLUMBIA COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "Grantee".

In this deed, wherever the context so requires, the masculine gender includes feminine and/or neuter, and the singular number includes the plural. Wherever herein a verb, pronoun or other part of speech is used in the singular, and there be more than one Grantor or Grantee, the singular part of speech shall be deemed to read as the plural. Each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein. Wherever herein Grantor or Grantee is used, the same shall be construed to mean as well the heirs, executors, administrators, successors, representatives and assigns of the same.

W I T N E S S E T H :

THAT the said Grantor, for and in consideration of the sum of One Dollar and No Cents ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does herby grant, bargain, sell, alien, convey and confirm unto Grantee, temporary construction easements over, through and under the property, described as "Temporary Construction Easements" on Exhibit "A", attached hereto and by reference made a part hereof, said easements being for the construction of a turn lane, and other related purposes as Grantee may see fit.

The temporary easement herein granted shall commence on the date hereof and shall terminate upon the completion by the Grantee of all work related to the project.

TO HAVE AND TO HOLD said easement unto Grantee, its successors and assigns in accordance with the terms herein. Grantor hereby warrants and represents that he is the owner of the above-described property and have the authority to grant the easement herein conveyed.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal on the day and year first above written.

Signed, sealed and delivered in our presence in Columbia County, Georgia

Witness

Notary Public, Columbia County, Georgia

My commission expires 6/12/28

[SEAL]

GRANTOR:

J. CARLISLE OVERSTREET (L.S.)

ACCEPTANCE BY COUNTY

The foregoing Temporary Construction Easement is hereby accepted by Columbia County, Georgia.

Dated _____, 20___. TIN: 052 039

COLUMBIA COUNTY, GEORGIA

By:_____
Douglas R. Duncan, Jr.
As Its: Chairman of Board of Commissioners

ATTEST:

By:_____
Patrice R. Crawley
As Its: County Clerk

(SEAL)

EXHIBIT "A"

Temporary Construction Easement(s):
All that lot, tract or parcel of land situate, lying and being in Columbia County, Georgia, being that 0.01 acres, more or less, portion of Tax Parcel ID No. 052 039, shown and depicted as "PROPOSED TEMPORARY CONSTRUCTION EASEMENT" on that certain plat dated June 30, 2025, and prepared by Bluewater Engineering Services, which plat is recorded in the Office of the Clerk of Superior Court of Columbia County, Georgia in Plat Book, _____, Page(s) _____ ("Plat"). Reference is hereby made to said Plat for a more complete and accurate description as to the metes, bounds, courses, distances and location of said property.

OWNER'S AFFIDAVIT

STATE OF GEORGIA

COUNTY OF COLUMBIA

Personally appeared before the undersigned officer, duly authorized by law to administer oaths, by **J. CARLISLE OVERSTREET ("OWNER", WHICH EXPRESSION SHALL INCLUDE THE PLURAL AS WELL AS THE SINGULAR)**, who being first duly sworn, depose(s) and say(s):

1. Owner owns the fee simple estate in and to the real property (hereinafter referred to as the "Property") located in Columbia County, Georgia, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

2. That, there are no unpaid or unsatisfied security deeds, mortgages, claims of lien, special assessments for sewerage or streets or ad valorem taxes which constitute or could constitute a lien against the Property or any part thereof, except:

a. N/A

3. That there is no outstanding indebtedness for equipment, appliances or other fixtures owned by Owner attached to or located in or on the Property.

4. That there are no disputes concerning the location of the lines and corners of the Property.

5. That there are no pending suits, proceedings, judgments, bankruptcies, liens or executions (except as listed in 2., above) against Owner in Columbia County or any other county of the State of Georgia which do or could adversely affect title to the Property.

6. That no work, improvements or repairs have been undertaken by or at the instance of Owner (or any agents or representatives of Owner) on the Property or any part thereof during the ninety-five (95) days immediately preceding the date of the making of this Affidavit for which payment has not been made or for which adequate payment arrangements have been made; and there are no outstanding bills for labor or materials used in making improvements or repairs upon the Property at the instance of Owner (or any agents or representatives of Owner) or for the services of architects, surveyors or engineers incurred in connection therewith.

7. That Owner is in exclusive possession of the Property and that no other parties have any claim to possession of the Property.

8. That there are no parties entitled to file a lien to secure payment of real estate commissions or fees in connection with the leasing, management or sale of the Property.

This the 11th day of Nov, 2025

OWNER:

J. CARLISLE OVERSTREET

Signed, sealed and delivered in our presence in Columbia County, Georgia

(L.S.)

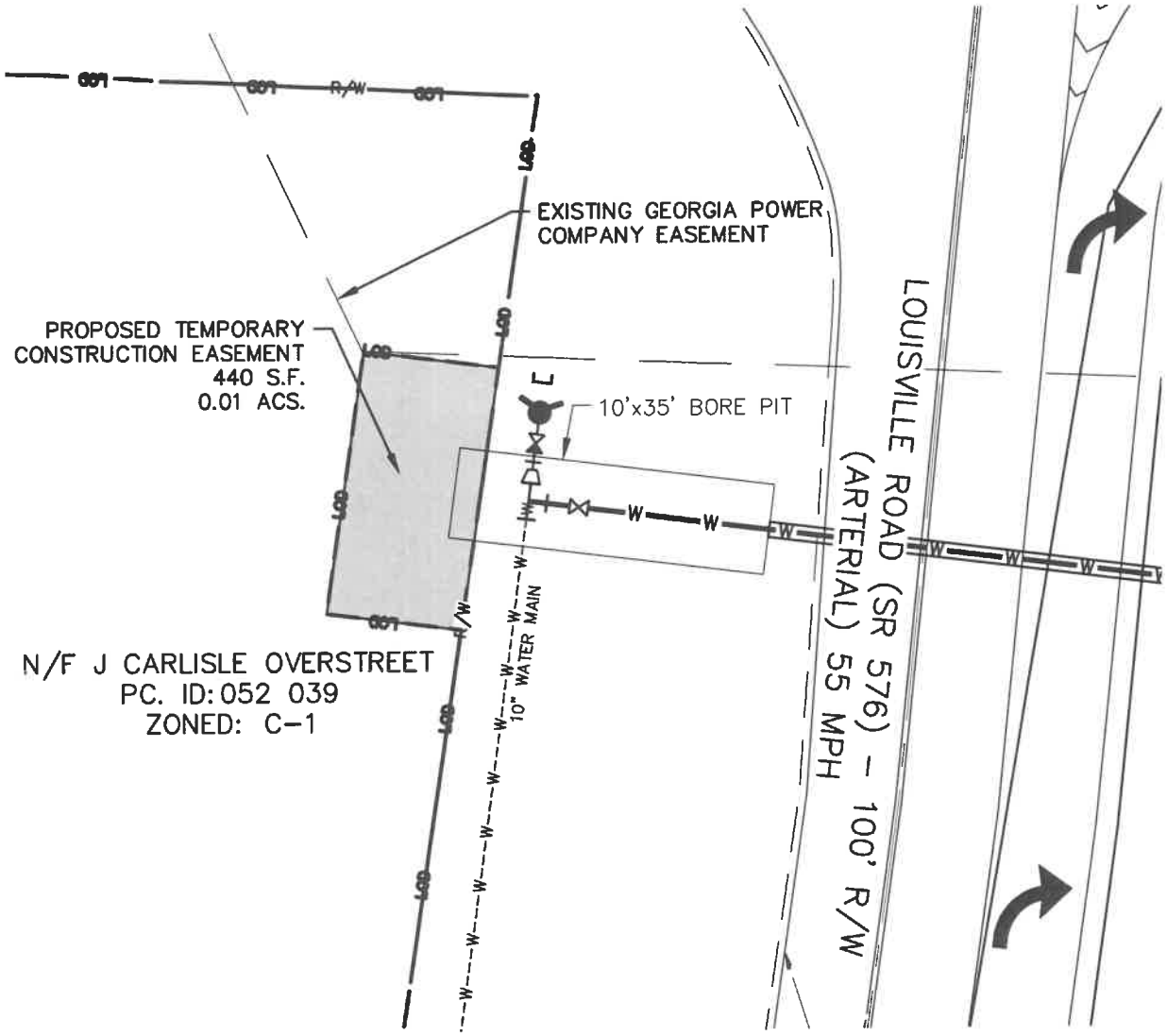
Notary Public, Columbia County, Georgia

KAREN CANNON NOTARY PUBLIC COLUMBIA COUNTY GEORGIA EXPIRES JUNE 12, 2028

My commission expires: 6/12/2028 [SEAL]

EXHIBIT "A"

Temporary Construction Easement(s):
All that lot, tract or parcel of land situate, lying and being in Columbia County, Georgia, being that 0.01 acres, more or less, portion of Tax Parcel ID No. 052 039, shown and depicted as "PROPOSED TEMPORARY CONSTRUCTION EASEMENT" on that certain plat dated June 30, 2025, and prepared by Bluewater Engineering Services, which plat is recorded in the Office of the Clerk of Superior Court of Columbia County, Georgia in Plat Book, _____, Page(s) _____ ("Plat"). Reference is hereby made to said Plat for a more complete and accurate description as to the metes, bounds, courses, distances and location of said property.



GRID NORTH GA EAST ZONE

LEGEND:

	SYMBOL
TEMPORARY CONSTRUCTION EASEMENT	

GRAPHIC SCALE

0 20

(IN FEET)
1 inch = 20 ft.

J CARLISLE OVERSTREET (PARCEL # 052 039)
TEMPORARY CONSTRUCTION EASEMENT: 440 S.F. (0.01 ACS.)

NOTE: EASEMENTS SHOWN ON THIS PLAN ARE APPROXIMATE AND SHALL BE VERIFIED BY A FIELD SURVEY. EASEMENT PLATS TO BE PREPARED AND RECORDED AT A FUTURE DATE.

BLUEWATER ENGINEERING SERVICES
P. O. Box 617 Evans, Georgia 30809
OFFICE: (706) 364-5220
FAX: (706) 364-5221
EMAIL: bluewaterengr@yahoo.com

WRIGHTSBORO RD AT LOUISVILLE RD
TURN LANE IMPROVEMENTS PROJECT

TEMPORARY CONSTRUCTION EASEMENT

PROJECT 170.81
JUNE 30, 2025

Georgia Department of Transportation

Interoffice Memo

DATE: December 22, 2025

FROM: Janice Anderson, State ROW Assistant Relocation Manager, GO
Michael Mellard, ROW Relocation Specialist, GO

TO: Tony Griffis, State ROW Program Manager, D2
Winfred Oliver, Local Government ROW Coordinator
Vivian Swanigan, Colliers Engineering and Design consultant
Royshelle Burr, Burr Acquisition Services LLC consultant

FILE: **PROJECT PI#: 0012865, COLUMBIA COUNTY**

SUBJECT: **RIGHT OF WAY: LOCAL GOV. RELOCATION PAYMENT APPROVAL**
PAYMENT TO BE REQUESTED/MADE AT THE LOCAL GOV. LEVEL

Parcel # 94-RT-1, 95-RT-1, 96-RT-2 & 96-RT-3:
Payee: Prodigal Ministries

94-RT-1
Move ($2,925.00) & RSP ($70,098.00)
95-RT-1
Move ($2,525.00) & RSP ($67,746.00)
96-RT-2
Move ($1,875.00) & RSP ($52,542.00)
96-RT-3
Move ($1,875.00) & RSP ($51,114.00)

Benefit Total:
Amount: Move ($9,200.00) + RSP ($241,500.00) = TOTAL ($250,700.00)

This advisory is based on a review of the Relocation Assistance Payment documentation, and it appears that it is in compliance with the previously submitted and approved Relocation Assistance Package. The relocation assistance check will be drawn at the local government level and full payment documentation maintained in their project files. If we can be of assistance, please contact Michael Mellard @ 404-347-0189.

C: **Tiffany Robinson, Right of Way Local Government, G.O.**
Kamaria King, Right of Way Specialist, Local Government, G.O.

GEORGIA DEPARTMENT OF TRANSPORTATION
APPLICATION FOR RELOCATION ASSISTANCE

INDIVIDUAL ( ) FAMILY ( ) MOBILE HOME ( )

PI# I CO 0012865 Columbia PARCEL: 94 T-1, 95-T1, 96-T2 & 96-T3

NAME OF RELOCATEE: Prodigal Ministries, Inc.

SSN:

****

We presume that all displacees will accept the monetary assistance which is available; however, many persons prefer to locate their own replacement housing. Please indicate below whether or not you want assistance in locating replacement housing:

____Do desire assistance X___Do not desire assistance

********** I/

We, the above named person(s) who currently occupies improvement(s) on the above parcel of land, elect to have my/our moving costs calculated by the method checked below, see Brochure under heading "Individuals and Families" for selection of method.

*Method A X___(Fixed Rate); Method B ____(Moving Contractor);

Method C ____(Self Move)

I/We hereby certify to the Georgia Department of Transportation that the foregoing information is correct, and that I/We qualify to receive relocation moving cost.
I/We certify that each individual listed on this claim for payment as being an occupant of this household, is/are LAWFULLY PRESENT IN THE UNITED STATES. I also fully understand that if such person(s) is not lawfully present in the UNITED STATES, in accordance with PUBLIC-LAW 105-117, that (He), (She), (We), will not be eligible for Relocation Assistance Benefits, as outlined in 42 U.S.C. 4601-4655, under the Uniform Relocation Assistance and Real Property Acquisition Policies Act.

Matthew | 12/19/25

(Signature of Claimant) (Date)

I certify that the applicant does occupy the improvement(s) or a part thereof on the above listed parcel, his/her application is correct, and he/she is eligible for the relocation costs for which he/she is applying.

Sonya Bradley | 12/19/25

(D.O.T. Representative) (Date)

RA-31, Rev. 09-18

GEORGIA DEPARTMENT OF TRANSPORTATION
RESIDENTIAL CLAIM FOR RELOCATION MOVING EXPENSE

P.I.#/COUNTY/Parcel #: 0012865/COLUMBIA/ 94 T-1, 95 T-1, 96-T2 & 96-T3

DATE ACQUIRED: 7/30/24, 4/2/25, 7/31/25 **DATE CLAIM SUBMITTED:** 12/18/25

NAME OF CLAIMANT: Prodigal Ministries, Inc.

SSN#: _____

MAIL PAYMENT TO: _____
(Number, Street, Box, RFD, City, County, State, Zip Code)

****

INDIVIDUALS AND FAMILIES FIXED RATE SCHEDULE METHOD "A"
(INCLUDING FURNISHED UNITS)
Moving Costs $9,200.00 **Total** $9,200.00

****

INDIVIDUAL, FAMILIES, CONTRACTOR MOVE, METHOD "B" Moving Costs $ N/A

****

INDIVIDUAL, FAMILIES, SELF-MOVE METHOD "C" Moving Costs $ N/A

****

I hereby certify that, on 07/30/24; 04/02/25, 07/31/25 **, 2025**___**, I moved my personal property based on an estimated total room count as stated on my residential interview from:**

1.) **From:** 4624 Cox Road, Evans, GA 30809
(Number, Street, Box, RFD, City, County, State, Zip Code)

2.) **From:** 4622 Cox Road, Evans, GA 30809
(Number, Street, Box, RFD, City, County, State, Zip Code)

3.) **From:** 4608 Cox Road, Evans, GA 30809
(Number, Street, Box, RFD, City, County, State, Zip Code)

4.) **From:** 4610 Cox Road, Evans, GA 30809
(Number, Street, Box, RFD, City, County, State, Zip Code)

1.) **To:** 411 La Vista Drive, Evans, GA
(Number, Street, Box, RFD, City, County, State, Zip Code)

which is 0.5 miles **number of miles measured by the most direct route.**

2.) **To:** 4706 Hereford Farm Road, Evans, GA
(Number, Street, Box, RFD, City, County, State, Zip Code)

which is 0.1 mile **number of miles measured by the most direct route.**

3.) **To:** 423 La Vista Drive, Evans, GA
(Number, Street, Box, RFD, City, County, State, Zip Code)

which is 0.6 miles **number of miles measured by the most direct route.**

4.) **To:** 4601 Holly Hill Road, Evans, GA
(Number, Street, Box, RFD, City, County, State, Zip Code)

which is 0.7 miles **number of miles measured by the most direct route.**

5.) **To:** 4615 Calais Circle, Evans, GA
(Number, Street, Box, RFD, City, County, State, Zip Code)

which is 0.7 miles **number of miles measured by the most direct route.**

6) To: 4441 Roxbury Drive, Evans, GA
(Number, Street, Box, RFD, City, County, State, Zip Code)

which is 1.5 miles number of miles measured by the most direct route.

7) To: 125 N. Belair Road, Evans, GA
(Number, Street, Box, RFD, City, County, State, Zip Code)

which is 1.6 miles number of miles measured by the most direct route.

****

I have been fully informed of the allowable methods of moving expense, and I certify that no previous claim has been submitted; that this claim is true and correct; and that payment therefore has not been received nor is payment contemplated from any other source. I further understand that this is full and final payment unless otherwise noted above. (I), (We), certify that each individual listed on this claim for payment as being an occupant of this household, is LAWFULLY PRESENT IN THE UNITED STATES. I also fully understand that if such person(s) is not lawfully present in the UNITED STATES, in accordance with PUBLIC-LAW 105-117, that (He), (She), (We), will not be eligible for Relocation Assistance Benefits, as outlined in 42 U.S.C. 4601-4655, under the Uniform Relocation Assistance and Real Property Acquisition Policies Act.

Matt Lurt
(Signature of Claimant)

Matt Lurt
(Signature of Claimant)

I certify that this applicant occupied the premises or a part thereof on the above listed tract; has now moved therefrom; and that he is eligible and entitled to the moving expenses claimed herein.

Approved for payment $ 9,200.00

Sonya Bradley 12/19/25
D.O.T. Representative (Date)

Project Acquisition Manager (Date)

RA-40, Rev. 09-18

LAST RESORT CLAIM FOR RENT SUPPLEMENT PAYMENT
GEORGIA DEPARTMENT OF TRANSPORTATION

1. Full Name of Claimant(s) Prodigal Ministries, Inc.	2. PI#/CO.0012865/Columbia Parcel: 94T-1, 95T-1, 96T-2 & 96T-3
3. Address of Replacement Property • 411 La Vista Drive, Evans • 4706 Hereford Farm Road, Evans • 423 La Vista Drive, Evans, GA • 4601 Holly Hill Road, Evans, GA • 4615 Calais Circle, Evans, GA • 4441 Roxbury Drive, Evans, GA • 125 N. Belair Road, Evans, GA	4. Date Replacement Property Secured 7/30/24, 4/2/25, 7/31/25, 2025 Telephone No.: 706.421.0089

5. Type of Occupancy Covered by this Claim:
SF Res./Apt./Sleeping Rm./MH Site/ Man.Home (Circle One)

6. Down Payment & Closing Cost Total Amount Due $NA	7. Total Rent Supplement $241,500.00 Total Monthly Payment $11,975.00 (Not to exceed 42 Months)

Payment Begins N/A Ends N/A

****

Payment on this claim in the amount shown in 6 or 7 above is requested. I CERTIFY that all information submitted herewith or included herein is true and correct; the address in 11311 above is my permanent place of residence; that I have not submitted any claim for or received payment of any compensation for the benefit claimed herein; I understand that, in addition to the penalty provided by law, falsification of any item in this claim as submitted herewith may result in forfeiture of the entire claim. I also understand and agree that the above rent supplement payment ($241,500.00) be made jointly between myself and N A. I further certify that to the best of my knowledge and belief my replacement dwelling or site does meet the Georgia Department of Transportation's decent, safe, and sanitary standards. (I), (We), certify that each individual listed on this claim for payment as being an occupant of this household, is LAWFULLY PRESENT IN THE UNITED STATES. I also fully understand that if such person(s) is not lawfully present in the UNITED STATES, in accordance with PUBLIC-LAW 105-117, that (He), (She), (We), will not be eligible for Relocation Assistance Benefits, as outlined in 42 U.S.C. 4601-4655, under the Uniform Relocation Assistance and Real Property Acquisition Policies Act.

Claimant's Signature(s) Matt Lives Date of Claim 12/19/25

SPACES BELOW TO BE COMPLETED BY GEORGIA DEPT. OF TRANSPORTATION

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I CERTIFY that: (1) the determination of the amount of this payment as shown in the computation above is correct; (2) that I understand that this determination is made in accordance with State and Federal laws; (3) that to the best of my knowledge, no official of the Department has a direct or indirect, present or contemplated, personal interest in this transaction or will derive any benefit from the payment. I further certify that I have examined this claim in the substantiating documentation and have determined that this claim conforms in all respects to the above applicable provisions. This claim is approved for payment as follows:

Approved Amount of Payment $241,500.00 as a Reimbursable Item.

Sonya Bradley 12/19/25
D.O.T. Representative (Date)