

Contract Documents

<p>LLOYDS LANDING RECREATION AREA KAYAK FLOATING DOCK FOR THE CITY OF HIAWASSEE, GEORGIA</p>

June 2020

Prepared by:

City of Hiawassee

CONTRACT DOCUMENTS

**LLOYDS LANDING RECREATION AREA
FOR THE CITY OF HIAWASSEE, GEORGIA**

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REQUEST FOR PROPOSAL

LLOYDS LANDING RECREATION AREA FLOATING KAYAK DOCK FOR THE CITY OF HIAWASSEE, GEORGIA

Proposals will be received by the City of Hiawassee, Georgia (OWNER), for furnishing all materials, labor, tools, equipment, and any other miscellaneous items necessary for installation of a floating kayak dock.

Project specifications and bid package are available from the City of Hiawassee website at www.hiawasseega.gov:

Proposals will be received at Hiawassee City Hall, 50 River Street, Hiawassee, Georgia 30546 until 2:00 PM on Friday, June 19, 2020. Any proposal received after said date will not be considered by OWNER. Proposals will be evaluated by OWNER and the project will be awarded, if it is awarded, within five (5) days of the proposal due date. If a contractor is not selected within ten (10) days of the proposal due date, any bidder that is determined by the OWNER to be unlikely of being selected for contract award shall be released from their proposal.

The Project consists of, but is not limited to the following major elements:

Supply and installation of a floating kayak dock.

Bidder shall submit, with the bid, kayak floating dock a detailed material list and design drawing.

Contractor will be selected with the best design that complements the natural elements of Lloyds Landing Recreation Area and competitive pricing.

Time of completion for all work associated with this project shall be sixty (60) consecutive calendar days from the date of a written "Notice to Proceed" from OWNER.

For technical questions regarding this project, you may call Mayor Liz Ordiales (706) 896-2202 or by email to mayor@hiawasseega.gov.

The successful bidder will be required to furnish OWNER with general liability insurance.

All proposals must be made out on the bid form of the type enclosed in the Contract Documents. No interlineation, additions, or deletions shall be made in the bid form by the BIDDER.

CONTRACTORS and SUBCONTRACTORS bidding on this Project will be required to comply with all Federal, State, and local laws.

OWNER reserves the right to waive any informality or to reject any or all proposals, to evaluate proposals, and to accept any proposal which in its opinion may be in the best interest of the OWNER. No proposal will be rejected without just cause.

Liz Ordiales, Mayor
Hiawassee, Georgia

BID FORM

**Lloyds Landing Recreation Area
Kayak Launch Dock
City of Hiawassee, Georgia**

THIS BID IS SUBMITTED TO:

City of Hiawassee
50 River Street
Hiwassee, GA 30546
706-896-2202

(Hereinafter called "Owner")

THIS BID IS SUBMITTED BY:

(Name)
(Address)

(Telephone)

(Hereinafter called "Bidder")

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

BID SCHEDULE

**Kayak Launching Ramp at Lloyds Landing Recreation Area
For the City of Hiawassee, Georgia**

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

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Est. No. of Units</u>	<u>Unit Price Bid</u>	<u>Total for Item</u>
1.0	Supply and Installation of Floating Kayak Dock	Lump Sum	1	_____ Dollars and Cents _____ (Unit Price in Words)	

Total Amount Base Bid: \$ _____

(Price in Words)

NOTE: Amounts shall be shown in words and figures; the amount written in words shall take precedence.

CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" from the OWNER and to fully complete WORK within a total construction time of sixty (60) consecutive calendar days of the date specified in this "Notice to Proceed".

CONTRACTOR agrees to perform all of the construction of the project complete with appurtenances and accessory work described in the Specifications and shown on the Drawings for the above scheduled price(s).

The above scheduled price(s) shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

CONTRACTOR understands that OWNER reserves the right to reject any or all proposals and to waive any informality.

CONTRACTOR agrees that his proposal shall be good and may not be withdrawn for a period of ten (10) calendar days after the scheduled due date for receiving proposals

SECTION 00495

CONTRACTOR AFFIDAVIT FOR ELECTRONIC VERIFICATION OF WORK AUTHORIZATION PROGRAMS [under O.C.G.A. § 13-10-91(b)(1)]

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Lloyds Landing Recreation Area – Kayak Launch Dock
Name of Project

City of Hiawassee, Georgia
Name of Public Employer

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

Executed on _____, 2020, in _____ (City), _____ (State).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

Notary Public

My commission expires: _____

Lloyds Landing 06-2020

(Contractor Affidavit for Electronic Verification of Work Authorization Programs) K00495-1

NOTICE OF AWARD

TO: _____

Project Description

The site of the proposed work is in Hiawassee, Georgia. The project consists of, but is not limited to, the following major elements:

Supply and installation of a floating kayak dock area adjacent to the high-water edge of Lake Chatuge.

CONTRACTOR agrees to commence work on or before a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete all work associated with this project in a total construction time of SIXTY (60) consecutive calendar days from the date of the "Notice to Proceed" from the OWNER.

The OWNER has considered the Bid submitted by you for the above described WORK in response to its Advertisement for Bids and has decided to award you the Contract.

You are hereby notified that your Bid has been accepted for the Contract Price of \$_____ for the Lloyds Landing Recreational Area which is based on the Lump Sum Prices shown on the Bid Form (Section 00300).

Please execute the Agreement and furnish the required CONTRACTOR's Certificate of Insurance within ten (10) calendar days from the date of this Notice.

If you fail to execute said Agreement and to furnish said Certificate of Insurance within ten (10) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your Bid as abandoned and as a forfeiture as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

Dated this ___ day of _____, 2020.

THE CITY OF HIAWASSEE, GEORGIA
OWNER

BY: _____
Liz Ordiales, Mayor

ACKNOWLEDGEMENT OF NOTICE

CONTRACTOR

Date

BY: _____

Title: _____

AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2020, by and between the City of Hiawassee, Georgia (hereinafter called OWNER), and _____ (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

The Project consists of, but is not limited to the following major elements:

Supply and installation of a floating kayak dock adjacent to the high-water edge of Lake Chatuge.

ARTICLE 1 - WORK

CONTRACTOR shall complete all WORK as specified or indicated in the CONTRACT DOCUMENTS. The WORK described previously includes all material, labor, tools, equipment, and any other miscellaneous items necessary to complete the work as described in the Technical Specifications and Construction Drawings.

ARTICLE 2 – Not Used

ARTICLE 3 - CONTRACT TIME

3.1 CONTRACTOR agrees to commence WORK within ten (10) days of a date to be specified in a written "Notice to Proceed" from the OWNER and to fully complete the contract in a total construction time of sixty (60) consecutive calendar days from the date of the "Notice to Proceed" from the OWNER.

ARTICLE 4 - CONTRACT PRICE

OWNER shall pay CONTRACTOR for performance of the WORK in accordance with the CONTRACT DOCUMENTS in current funds as follows: (Amount in words _____)
(\$ _____).

ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit Application for Payment for delivered materials. Proof of delivery shall be provided to City. Final application for payment will be at completion of work.

ARTICLE 6 - INDEMNIFICATION

The CONTRACTOR shall indemnify and hold harmless the OWNER and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the WORK, provided that any such claim, damage, loss, expense or attorney's fees is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate,

abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Clause. In any and all claims against the OWNER or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation set forth in this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workers' or workmens' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

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

- 7.1 CONTRACTOR has familiarized himself with the nature and extent of the CONTRACT DOCUMENTS, WORK, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the WORK. CONTRACTOR is aware that he must be licensed to do business in the State of Georgia, as well as in the County of Towns, Georgia.
- 7.2 CONTRACTOR has given OWNER written notice of all conflicts, errors, or discrepancies that he has discovered in the CONTRACT DOCUMENTS and the written resolution thereof by OWNER is acceptable to CONTRACTOR.

ARTICLE 8 - CONTRACT DOCUMENTS

The CONTRACT DOCUMENTS which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement
- 8.2 Exhibits to this Agreement include the following:
Request for Proposal, Bid Form, and associated documents
- 8.3 Notice of Award
- 8.4 Notice to Proceed

ARTICLE 9 - MISCELLANEOUS

- 9.1 Drawings, which are sometimes referred to herein as "plans" are defined as all (a) drawings furnished by OWNER as a basis for bids; (b) supplementary drawings furnished by OWNER to clarify and to define in greater detail the intent of the Contract Drawings and Specifications; (c) drawings submitted by the successful bidder with his bid, provided such drawings are acceptable to OWNER; (d) drawings furnished by OWNER to CONTRACTOR during the progress of the WORK; and (e) engineering data and drawings submitted by the CONTRACTOR during the progress of the WORK, provided such drawings are acceptable to OWNER.
- 9.2 The limits of liability for the insurance required for this project shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
 - 1) Comprehensive General Liability Insurance coverage shall include the following:
 - a) General aggregate of \$1,000,000 minimum
 - b) Property damage to existing structures and equipment

- c) Direction Operations (including coverage for underground, explosion and collapse hazards)
 - d) Independent Contractors
 - e) Contractual Liability (Blanket or specific coverage for the indemnification agreement). Coverage shall have a minimum limit of \$1,000,000 per occurrence for bodily injury (each person, each accident) and property damage (each accident) with an annual aggregate of \$1,000,000.
 - g) Personal and Advertising Injury Liability Coverage of \$1,000,000 minimum
 - h) Broad Form Property Damage Coverage
 - i) Care, Custody and Control Coverage
 - j) Comprehensive General Liability Insurance shall have a minimum limit of \$1,000,000 per occurrence combined single limit for bodily injuries liability and property damage liability.
- 3) OWNER's Protection Liability Insurance in the name of OWNER including the interest of other agencies and utilities required as additional insured. The original policies for OWNER's Protection Liability Insurance shall be delivered to the OWNER prior to the start of construction.
- a) This policy must have a limit of \$100,000 per occurrence combined single limit for bodily injury liability with underlying liability coverage of \$1,000,000 and excess liability coverage of \$1,000,000.
- 4) The following is a list of persons or entities that shall be listed as additional insureds:
- a) City of Hiawassee, Georgia

9.3 PROPERTY INSURANCE

- A. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (Contractor shall be responsible for any deductible or self-insured retention). This insurance shall:
- 1) include the interests of Owner, Contractor, Subcontractors, and any other individuals or entities identified herein, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
 - 2) in addition to the individuals and entities specified, include as additional insureds, the following:
 - a. City of Hiawassee, Georgia
 - 3) Be written in completed value form and shall protect the CONTRACTOR, the OWNER and Owner's representatives against risk of damage to building, structures, and materials and equipment, excluding excavation, paving and related work, not otherwise covered under Installation Floater Insurance, from the perils of fire and lightning, the perils included in the standard extended coverage endorsement, and the perils of vandalism and malicious mischief. The amount of such insurance shall not be less than the insurance value of the WORK at completion less the value of

materials and equipment insured under Installation Floater Insurance.

- 4) Builder's Risk Insurance shall provide for losses to be payable to the CONTRACTOR and the OWNER, as their interests may appear.
 - 5) Include an Installation Floater that shall protect the CONTRACTOR, the OWNER and their respective officials and representatives from all insurable risks to physical loss or damage to materials and equipment not otherwise covered under Builder's Risk Insurance, while in warehouse or storage areas, during installation, during testing, and after WORK is completed. It shall be of the "all risks" type with coverage designed for the circumstances which may occur in the particular work included in this Contract. The coverage shall be for an amount not less than the value of the WORK at completion, less the value of the materials and equipment insured under Builder's Risk Insurance.
 - a) Installation Floater Insurance shall provide for losses to be payable to the CONTRACTOR and the OWNER as their interests may appear.
 - b) If the aggregate value of the equipment furnished under the Contract is less than \$10,000, such equipment may be covered under Builder's Risk Insurance and if so covered, this Installation Floater may be omitted.
 - c) Certificates of Insurance covering Installation Floater Insurance shall quote the insuring agreement and all exclusions as they appear in the policy, or in lieu of certificate, copies of the complete policy may be submitted.
 - 6) Include expenses incurred in the repair or replacement of any insured property.
 - 7) Be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.
- B. Insurance Required by Others - Such Protective and Contractual Bodily Injury Liability Insurance and such Protective and Contractual Property Damage Liability Insurance as shall be required by any public bodies or utility companies whose property, facilities, or rights-of-way may be affected by the WORK under this Contract.

9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the CONTRACT DOCUMENTS.

ARTICLE 10 - PROVISIONS FOR TERMINATION OF CONTRACT

10.1 OWNER May Terminate for Cause

- A. The occurrence of any one or more of the following events will 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 Completion Time.
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 10.1.A occur, Owner may, after giving Contractor seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),
 2. 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
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 10.1.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 all claims, costs, losses, and damages (including but not limited to all fees sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by a third party as to their reasonableness and, when so approved by third party, 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.
- D. Notwithstanding Paragraphs 10.1 B and 10.1 C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. 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. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

10.2 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, 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.
 3. all claims, costs, losses, and damages (including but not limited to all fees incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

10.3 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 45 consecutive days by Owner or under an order of court or other public authority, or (ii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does 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 10.02.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 10.3 are not intended to preclude Contractor from making a Claim under Paragraph 10.3 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.

10.4 Liquidated Damages for Delay: If the work is not completed within the time stipulated, therefore, including any extensions of time for excusable delays as herein provided, CONTRACTOR shall pay to OWNER as fixed and agreed, liquidated damages (as stated in Article 3 Paragraph 3.2) for each working day of delay, until the work is completed, and CONTRACTOR and his sureties shall be liable to OWNER for this amount.

10.5 Excusable Delays: The right of CONTRACTOR to proceed shall not be terminated nor shall CONTRACTOR be charged with liquidated damages for any delays in the completion of the work due:

10.3.1 To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;

10.3.2 To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of CONTRACTOR, including, but not restricted to, acts of a public enemy, acts of another CONTRACTOR in the performance of some other contract with OWNER, fires, floods, epidemics, quarantine, freight embargoes, and weather of unusual severity such as hurricanes, tornados, and cyclones;

10.3.3 To acts of OWNER which cause delays, and;

Provided, however, that CONTRACTOR promptly notified OWNER within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, OWNER shall ascertain the facts and the cause and extent of delay. If upon the basis of the terms of this Contract, the delay is properly excusable, OWNER shall extend the time for completing the WORK for a period of time commensurate with the period of excusable delay.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. All portions of the CONTRACT DOCUMENTS have been signed or identified by OWNER, OWNER's Attorney, CONTRACTOR, or by ENGINEER on OWNER's behalf.

This Agreement will be effective on the date of the Agreement as shown on page 00510-1.

CITY OF HIAWASSEE, GEORGIA
OWNER

BY: _____
Liz Ordiales

TITLE: Mayor _____

ATTEST: _____
Clerk

(Seal)

CONTRACTOR

BY: _____

TITLE: _____

ATTEST: _____
Corporate Secretary/Partner/Notary

(Seal)

NOTE: Attest for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a Notary.

ADDRESSES FOR GIVING NOTICE

OWNER:

CONTRACTOR:

City of Hiawassee, Georgia _____

50 River Street _____

Hiawassee, Georgia 30546 _____

Phone: 706-896-2202 _____

Phone: _____

Fax: _____

Fax: _____

Email: _____

Email: _____

END OF SECTION

NOTICE TO PROCEED

TO: _____

PROJECT DESCRIPTION:

The site of the proposed WORK is in Hiawassee, Georgia. The project consists of, but is not limited to the following major elements:

Supply and installation of a floating kayak dock to the high-water edge of Lake Chatuge.

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2020, on or before _____, 2020, and you are to complete the WORK on or before _____, 2020.

Dated this _____ day of _____, 2020.

CITY OF HIAWASSEE, GEORGIA
OWNER

BY: _____
Liz Ordiales

TITLE: _____
Mayor

Receipt of the above "Notice to Proceed" is hereby acknowledged this the _____ day of _____, 2020.

CONTRACTOR

BY: _____

TITLE: _____

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The project is to be bid as one contract.

1.02 MEASUREMENT OF WORK

- A. WORK shall be measured by the City's agent, with assistance from the CONTRACTOR prior to preparation of a payment request by the CONTRACTOR.

PART 2 EXECUTION

1.0 PROJECT: Floating Kayak Launch

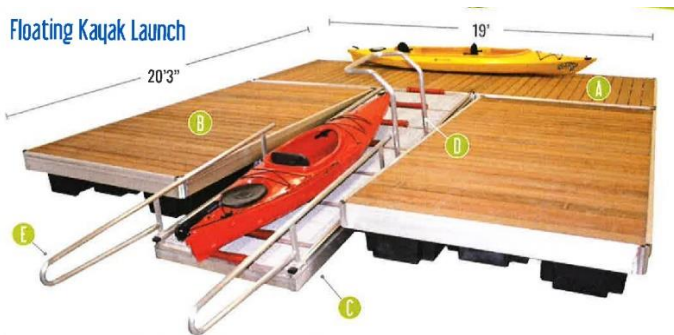
- A. Contractor will supply and install a floating kayak dock meeting the minimum dimensions and specifications presented in Attachment A and B of these documents. Contractor shall submit a sketch of proposed launch listing all materials to be used for the launch prior to purchasing the materials. Location for installation will be at Lloyds Landing in Hiawassee, GA. See TVA 26a approval package for approximate location for launch to be installed.

END OF SECTION

Attachment A

Floating Kayak Launch and Specifications

Examples of desired dock

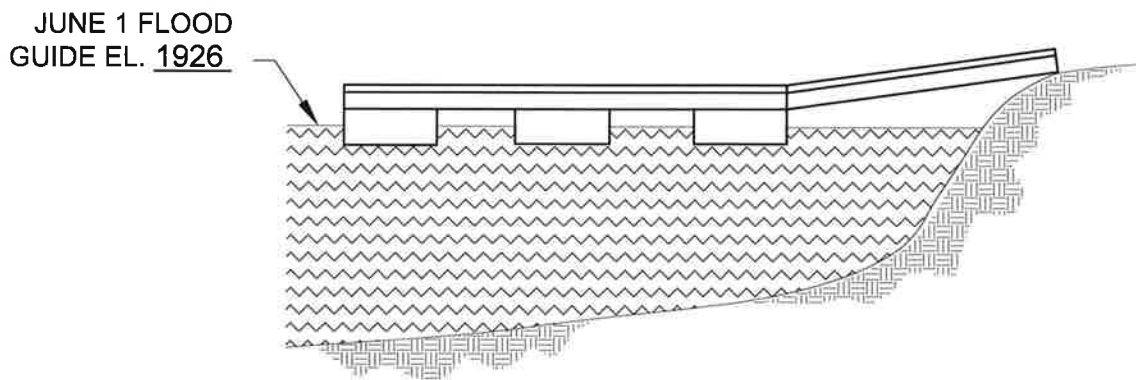
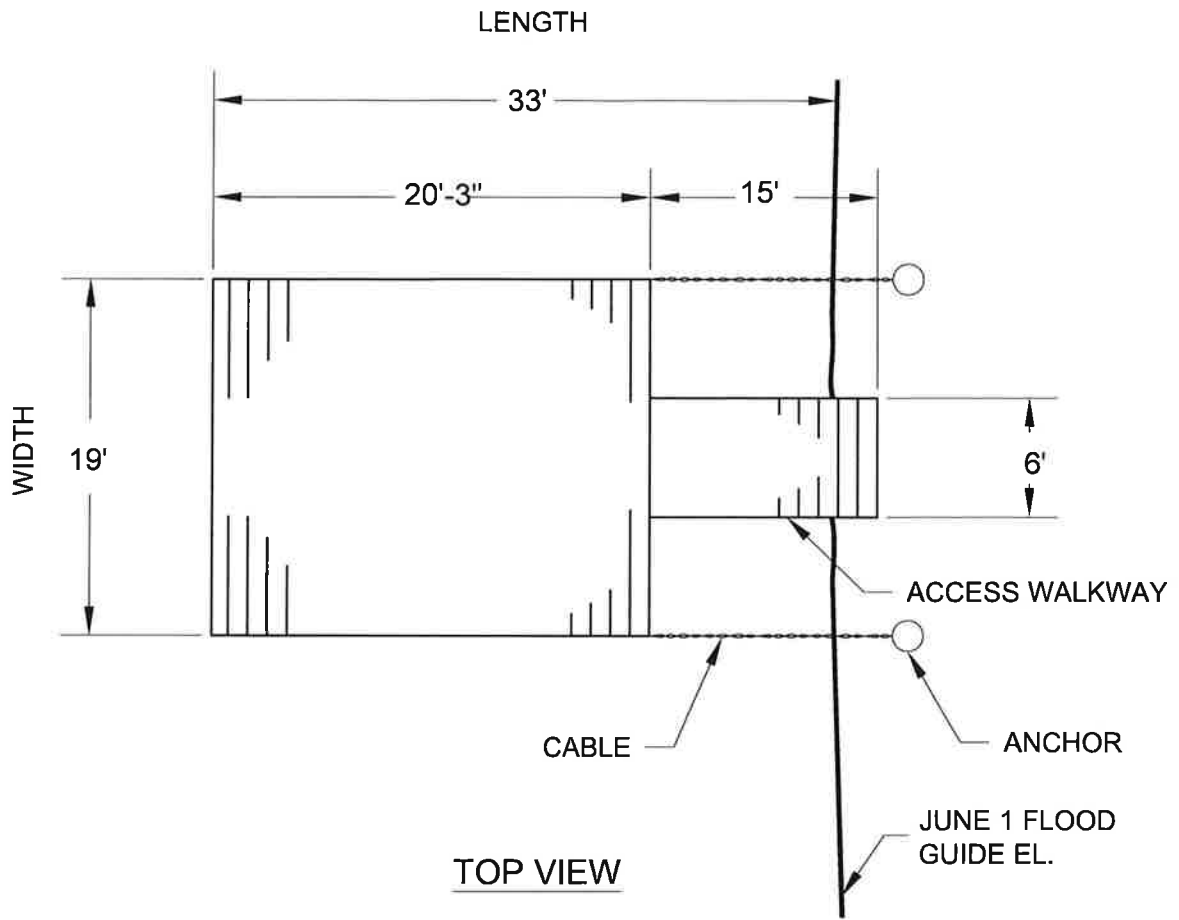


Specifications:

1. Floating platform shall have a minimum 7" tall aluminum frame and utilize standard floats used for floating docks.
2. Minimum size of floating platform shall be 20'3" x 19'.
3. Components on platform shall include:
 - A. (1) main frame (min. 7' x 19')
 - B. (2) dock fingers (min. 7' x 13'-3")
 - C. Aluminum launch ramp (min. 4'-4" x 15')
 - D. Aluminum Boarding handle
 - E. Aluminum grab and launch rails
 - F. (Not Shown) Min. 15' long x 6' wide gangway connecting launch platform to shore.
 - G. Floating platform shall be anchored to shoreline with a minimum of two post anchors and two mooring cables. Post anchors and mooring cables shall be made of a metal that will not rust. See TVA 26a approval package for detail of floating platform and anchor system.
 - H. Decking for floating platform shall be made of aluminum or polyethylene. City will consider alternate decking materials.

NOTE: INCLUDE ALL DIMENSIONS WHERE INDICATED

Attachment B
TVA Approved Detail



SIDE VIEW

FLOATING KAYAK DOCK



Tennessee Valley Authority
Section 26a Approval

Permit # 4005754	Revision # 0	Reservoir Hiwassee	Category 2
DOT Project #			

Liz Ordiales
City of Hiwassee

50 River St
Hiwassee, GA 30546

7068962202 mayor@hiwasseeega.gov

Tract(s): CHR-365F

Stream	Mile	Bank	Map Sheet(s)
Hiwassee R	129.5	Right	11D C/D Stage

Subdivision/Lot(s)

Subdivision: N/A

The facilities and/or activities listed below are APPROVED subject to and must be conducted in compliance with the plans and conditions attached. SEE ATTACHED PLANS FOR APPROVED DIMENSIONS.

1. Kayak Ramp - Floating (See Exhibit Map and Exhibit A)
2. Parking Area
3. Playground Structures (See Exhibit Map and Exhibit B)

This permit SUPERSEDES all previous TVA approvals at this location including permits approved under land record numbers:

TVA Representative:

KERI JOHNSON CHARTRAND

Date:

05/29/2020

May require review by U.S. Army Corps of Engineers (USACE). Plans have been forwarded to the USACE.
Applicant is also responsible for all local and state approvals that may be required relating to water quality.

No construction shall commence until you have written approval or verification that no other permit is required.

13. You should contact your local government official(s) to ensure that this facility complies with all applicable local floodplain regulations.
14. You agree to abide by the conditions of the vegetation management plan. Unless otherwise stated on this permit, vegetation removal is prohibited on TVA land.
15. You agree to securely anchor all floating facilities to prevent them from floating free during major floods.
16. You are responsible for accurately locating your facility, and this authorization is valid and effective only if your facility is located as shown on your application or as otherwise approved by TVA in this permit. The facility must be located on land owned or leased by you, or on TVA land at a location approved by TVA.
17. You agree to allow TVA employees access to your water use facilities to ensure compliance with any TVA issued approvals.
18. It is understood that you own adequate property rights at this location. If at any time it is determined that you do not own sufficient property rights, or that you have only partial ownership rights in the land at this location, this permit may be revoked. TVA may require the applicant to provide appropriate verification of ownership.
19. In accordance with 18 CFR Part 1304.9, Approval for construction covered by this permit expires 18 months after the date of issuance unless construction has been initiated.

Structures and Facilities

- a. You agree that the facilities hereby approved will be used for PUBLIC RECREATION and for no other purpose unless approved in writing from TVA.
- b. You are hereby advised that the subject facilities will be on a recreational navigation channel and may be vulnerable to wave wash and possible collision damage from passing vessels.
- c. You agree to securely anchor all floating facilities to prevent them from floating free during major floods. All anchoring cables or spud poles must be anchored to the walkway or the ground in a way that will not accelerate bank erosion. Anchoring of cables, chains or poles to trees on TVA property is not permitted.

Ownership Rights

- a. You are advised that TVA retains the right to flood this area and that TVA will not be liable for damages resulting from flooding.
- b. You recognize and understand that this authorization conveys no property rights, grants no exclusive license, and in no way restricts the general public's privilege of using shoreland owned by or subject to public access rights owned by TVA. It is also subject to any existing rights of third parties. Nothing contained in this approval shall be construed to detract or deviate from the rights of the United States and TVA held over this land under the Grant of Flowage Easement. This Approval of Plans does not give any property rights in real estate or material and does not authorize any injury to private property or invasion of private or public rights. It merely constitutes a finding that the facility, if constructed at the location specified in the plans submitted and in accordance with said plans, would not at this time constitute an obstruction unduly affecting navigation, flood control, or public lands or reservations.

Best Management Practices

- a. You agree that removal of vegetation will be minimized, particularly any woody vegetation providing shoreline/streambank stabilization.
- b. You agree to use erosion control structures around any material stockpile areas.
- c. You agree to use vegetation (versus riprap) wherever practicable and sustainable to stabilize streambanks, shorelines, and adjacent areas. These areas will be stabilized as soon as practicable, using either an appropriate seed mixture that includes an annual (quick cover) as well as one or two perennial legumes and one or two perennial grasses, or sod. In winter or summer, this will require initial planting of a quick cover annual only, to be followed by subsequent established of the perennials. Seed and soil will be protected as appropriate with erosion control netting and/or mulch and provided adequate moisture. Streambank and shoreline areas will also be permanently stabilized with native woody plants, to include trees wherever practicable and sustainable (this vegetative prescription may be altered if dictated by geologic conditions or landowner requirements). You also agree to install and perform additional erosion control structure/ techniques deemed necessary by TVA.

Additional Conditions

- 1- Noise will be short-term, transient, and not significantly different from urban interface or natural events (i.e., thunderstorms) that bats are frequently exposed to when present on the landscape.
- 2- Operations involving chemical/fuel storage or resupply and vehicle servicing will be handled outside of riparian zones (streamside management zones) in a manner to prevent these items from reaching a watercourse. Earthen berms or other effective means are installed to protect stream channel from direct surface runoff. Servicing will be done with care to avoid leakage, spillage, and subsequent stream, wetland, or ground water contamination. Oil waste, filters, other litter will be collected and disposed of properly. Equipment servicing and chemical/fuel storage will be limited to locations greater than 300-ft from sinkholes, fissures, or areas draining into known sinkholes, fissures, or other karst features.
- 3- Evaluate the use of outdoor lighting during the active season and seek to minimize light pollution when installing new or replacing existing permanent lights by angling lights downward or via other light minimization measures (e.g., dimming,