



**MAYOR AND COUNCIL MEETING
TUESDAY, JANUARY 17, 2023
6:00 PM
DALTON CITY HALL**

A G E N D A

Call to Order

Pledge of Allegiance

Approval of Agenda

Special Presentations:

1. Presentation of 2023 Dr. Martin Luther King Jr. Achievement Awards

Public Commentary: *(Please Complete Public Commentary Contact Card Prior to Speaking)*

Minutes:

2. Regular Called Meeting Minutes of December 19, 2022
Special Called Meeting Minutes of December 22, 2022

New Business:

3. (1) 2023 New Alcohol Beverage Application
4. Approval of the 2023 Equitable Sharing Agreement with the Department of Justice
5. Contract Amendment #4 to Extend the Agreement with Blulynx Consulting, Inc. for the Administration of the City's Community Development Block Grant for the year 2023
6. Enviro Trenchless, LLC Change Order Request No. 002 for SP189 Pipe Lining Project
7. Arcadis Professional Services Task Order No. 007 for the 133 Huntington Road Stormwater Improvements Project
8. Resolution 23-02 To Transfer By Special Warranty Deed To Whitfield County The Property Where The Senior Center Is Located In Accordance With Intergovernmental Agreement Between The City Of Dalton And Whitfield County
9. General Construction Agreement with Northwest Georgia Paving, Inc. for Mill Creek Riverwalk - Phase II
10. Fireworks Display Agreement with Pyrotecnico for July 4th Fireworks Display

- [11.](#) Agreement with Cyber Watch Systems, LLC for IT Consulting Services
- [12.](#) One (1) Year Appointment of Anita Lester to the Dalton Housing Authority as a Resident Member to expire 10/14/2023.

Supplemental Business

Announcements:

13. The next Mayor and Council meeting will be held on Monday, February 6, 2023 at the Mack Gaston Community Center.

Adjournment

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
DECEMBER 19, 2022

The Mayor and Council held a meeting this evening at 6:00 p.m. in the Council Chambers of City Hall. Present were Mayor David Pennington, Council members Annalee Sams, Dennis Mock, Tyree Goodlett and Steve Farrow, City Attorney Terry Miller and City Administrator Andrew Parker (via Zoom).

CALL TO ORDER

Mayor Pennington called the meeting of the Mayor and Council to order.

AGENDA AMENDMENT

On the motion of Council member Farrow, second Council member Mock, the Mayor and Council amended the agenda to table the following item. The vote was unanimous in favor.

- Item #3 – Master Services Agreement with Cyber Watch Systems Consulting Services

PUBLIC COMMENTARY

Mary Hardin, Carol Lumpkin, Val Brantley, and Judy McCamy voiced their opposition of the approval of Resolution 22-12 “Authorizing the Purchase of Real Property Located at 133 Huntington Road.”

MINUTES

The Mayor and Council reviewed the Regular Meeting Minutes of December 5, 2022. On the motion of Council member Sams, second Council member Mock, the minutes were approved. The vote was unanimous in favor.

(4) NEW 2022 & 2023 ALCOHOL BEVERAGE APPLICATIONS

On the motion of Council member Sams, second Council member Farrow, the Mayor and Council approved the following 2022 & 2023 new alcohol beverage applications. The vote was unanimous in favor.

1. Business Owner: Rapids Foodmart Inc.
d/b/a: Rapids
Applicant: Candy Garnica
Business Address: 1016 N. Glenwood Ave.
License Type: Package Beer, Package Wine (Convenience Store / Gas Station)
Disposition: **New**

2. Business Owner: First Step 0532, LLC
d/b/a: Underwood Market
Applicant: Ajay A. Patel
Business Address: 532 Underwood St. Suite B
License Type: Package Beer, Package Wine (Convenience Store)
Disposition: **New**

(4) NEW 2022 & 2023 ALCOHOL BEVERAGE APPLICATIONS

.... Continued

3. Business Owner: Super D Market, LLC
d/b/a: Super D Market
Applicant: Nancy Hernandez
Business Address: 1523 East Morris St. Suite 2
License Type: Package Beer Convenience Store)
Disposition: **New**

4. Business Owner: Mariscos Costa Alegre, LLC
d/b/a: Mariscos Costa Alegre
Applicant: Mayra Hernandez
Business Address: 603 Fleming St.
License Type: Pouring Beer, Pouring Wine, Pouring Liquor (Restaurant)
Disposition: **New**

MASTER SERVICES AGREEMENT WITH CYBER WATCH SYSTEMS CONSULTING SERVICES

On the motion of Council member Farrow, second Council member Mock, the agreement with Cyber Watch Systems Consulting Services was tabled. The vote was unanimous in favor.

GENERAL CONSTRUCTION AGREEMENT WITH SHAW INTEGRATED AND TURF SOLUTIONS FOR DALTON PARKS AND RECREATION SYNTHETIC TURF REPLACEMENT PROJECTS

Parks and Recreation Director, Caitlin Sharpe presented the bid proposal recommendations for the Dalton Parks and Recreation Synthetic Turf Replacement Project. Sharpe stated the Recreation Commission recommends awarding the Ron Nix Soccer and Lakeshore Soccer Complex contracts to Shaw Integrated and Turf Solutions, Inc. The total for Lake Shore Soccer Complex project is \$594,845.00 and \$653,581.00 for the Ron Nix Soccer Complex project. On the motion of Council member Mock, second Council member Goodlett, the Mayor and Council approved the bid proposal recommendations as presented. The vote was unanimous in favor.

RESOLUTION 22-12 AUTHORIZING THE PURCHASE OF REAL PROPERTY LOCATED AT 133 HUNTINGTON ROAD

City Administrator Andrew Parker presented Resolution 22-12 authorizing the purchase of real property located at 133 Huntington Rd. Parker stated the total sale price for the property would be \$709,000.00. On the motion of Council member Sams, second Council member Farrow, the Mayor and Council authorized the purchase. The vote was unanimous in favor.

RESOLUTION 22-16 RESOLUTION ACCEPTING DONATION OF REAL PROPERTY OF DELORES PENLEY HOWALT, INDIVIDUALLY AND DELORES PENLEY HOWALT, AS TRUSTEE OF THE DELORES PENLEY HOWALT LIVING TRUST U/A DATED SEPTEMBER 22, 2021

City Administrator Andrew Parker presented Resolution 22-16 accepting the donation of real property of Delores Penley Howalt and the Delores Penley Howalt Living Trust U/A. On the motion of Council member Mock, second Council member Sams the Mayor and Council approved the acceptance of the donation. The vote was unanimous in favor.

APPOINTMENTS

On the motion of Council member Sams, second Council member Goodlett, the Mayor and Council approved the following appointments.

- 2023 Regular Board Appointments
- 2023 Miscellaneous Appointments
- 2023 Mayoral Appointments

A list itemizing the new appointees, name updates and expiration dates is a part of these minutes. The vote was unanimous in favor.

ANNOUNCEMENTS

City offices will be closed Friday, December 23 and Monday, December 26, 2022 for the Christmas holidays and Monday, January 2, 2023 for New Years. The next City Council meeting will be held Tuesday, January 17, 2023.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 7:03 p.m.

Gesse Cabrera
Deputy City Clerk

David Pennington, Mayor

Recorded
Approved: _____
Post: _____

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
SPECIAL CALLED MEETING
DECEMBER 22, 2022

The Mayor and Council held a special called meeting this morning at 10:00 a.m. in the Council Chambers of City Hall. Present were Mayor David Pennington, Council members Annalee Sams, Dennis Mock (via Zoom), Tyree Goodlett and Steve Farrow, City Attorney Terry Miller and City Administrator Andrew Parker (via Zoom).

CALL TO ORDER

Mayor Pennington called the meeting of the Mayor and Council to order.

AGENDA APPROVAL

On the motion of Council member Goodlett, second Council member Farrow, the Mayor and Council approved the agenda as presented. The vote was unanimous in favor.

PUBLIC COMMENTARY

There were no public comments.

ORDINANCE 22-33 - THE REQUEST OF RW SALES LLC TO REZONE FROM HEAVY MANUFACTURING (M-2) TO HIGH DENSITY RESIDENTIAL (R-7) A TRACT OF LAND TOTALING 0.28 ACRES LOCATED AT 433 SPENCER STREET, DALTON, GEORGIA. PARCEL (12-238-19-008).

Ethan Calhoun from the Northwest Georgia Regional Commission presented rezoning Ordinance 22-33 to the Mayor and Council. On the motion of Council member Sams, second Council member Farrow, the Mayor and Council approved the request of RW Sales, LLC to rezone from heavy manufacturing (M-2) to high density residential (R-7) a tract of land totaling 0.28 acres located at 433 Spencer Street, Dalton, Georgia. Parcel (12-238-19-008). The vote was unanimous in favor.

ORDINANCE 22-34 - THE REQUEST OF EAST MORRIS PROPERTIES, LLC TO REZONE FROM GENERAL COMMERCIAL (C-2) TO CENTRAL BUSINESS DISTRICT (C-3) A TRACT OF LAND TOTALING 0.62 ACRES LOCATED AT 222 EAST MORRIS STREET, DALTON, GEORGIA. PARCEL (12-238-18-004).

Ethan Calhoun from the Northwest Georgia Regional Commission presented rezoning Ordinance 22-34 to the Mayor and Council. On the motion of Council member Sams, second Council member Goodlett, the Mayor and Council approved the request of East Morris Properties, LLC to rezone from general commercial (C-2) to central business district (C-3) a tract of land totaling 0.62 acres located at 222 East Morris Street, Dalton, Georgia. Parcel (12-238-18-004). The vote was unanimous in favor.

ORDINANCE 22-35 - THE REQUEST OF EAST MORRIS PROPERTIES, LLC TO REZONE FROM HEAVY MANUFACTURING (M-2) TO CENTRAL BUSINESS DISTRICT (C-3) A TRACT OF LAND TOTALING 0.17 ACRES LOCATED AT 411 SOUTH GLENWOOD STREET, DALTON, GEORGIA. PARCEL (12-238-18-023).

Ethan Calhoun from the Northwest Georgia Regional Commission presented rezoning Ordinance 22-35 to the Mayor and Council. On the motion of Council member Sams, second Council member Goodlett, the Mayor and Council approved the request of East Morris Properties, LLC to rezone from heavy manufacturing (M-2) to central business district (C-3) a tract of land totaling 0.17 acres located at 411 South Glenwood Street, Dalton, Georgia. Parcel (12-238-18-023). The vote was unanimous in favor.

ORDINANCE 22-36 - THE REQUEST OF AMANDA BROWN TO REZONE FROM
MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL (R-3) TO LIMITED COMMERCIAL
(C-1A) A TRACT OF LAND TOTALING 0.36 ACRES LOCATED AT 524 AND 526 W.
HAWTHORNE STREET, DALTON, GEORGIA. TAX PARCELS (12-199-20-004 AND 12-
199-20-005).

Ethan Calhoun from the Northwest Georgia Regional Commission presented rezoning Ordinance 22-36 to the Mayor and Council. On the motion of Council member Farrow, second Council member Goodlett, the Mayor and Council approved the request of Amanda Brown to rezone from medium density single family residential (R-3) to limited commercial (C-1A) a tract of land totaling 0.36 acres located at 524 and 526 W. Hawthorne Street, Dalton, Georgia. Tax parcels (12-199-20-004 and 12-199-20-005). Council member Sams further asked City Administrator Andrew Parker to see if the City can conduct a pedestrian crossing analysis to ensure the safety of the citizens. City Administrator Andrew Parker stated he would follow up with Public Works to see what can be done. The vote was unanimous in favor.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 10:30 a.m.

Gesse Cabrera
Deputy City Clerk

David Pennington, Mayor

Recorded

Approved: _____

Post: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 01/17/2023
Agenda Item: 2023 New Alcohol Beverage Application
Department: City Clerk
Requested By: Gesse Cabrera
Reviewed/Approved by City Attorney? Yes
Cost: N/A
Funding Source if Not in Budget N/A

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

(1) New 2023 Alcohol Beverage Application Review

2023 ALCOHOL BEVERAGE APPLICATION APPROVAL
M&C MEETING – TUESDAY JANUARY 17, 2023

(1) 2023 ALCOHOL APPLICATION(S)

1. Business Owner: Priyan Inc.
d/b/a: Sunrise Market 4
Applicant: Ajay A. Patel
Business Address: 105 W. Walnut Ave
License Type: Package Beer (Convenience Store / Gas Station)
Disposition: **New**



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: January 16, 2023

Agenda Item: Approval of the 2023 Equitable Sharing Agreement with the Department of Justice

Department: Police

Requested By: Assistant Chief Crossen

Reviewed/Approved by City Attorney? Yes/No

Cost: \$0

Funding Source if Not in Budget

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

Annual review and approval of the Equitable Sharing Agreement between the Dalton Police Department and the Department of Justice and Treasury



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: GA1550100
Agency Name: Dalton Police Department
Mailing Address: 301 Jones St
 Dalton, GA 30720

Type: Police Department

Agency Finance Contact

Name: Lopez, Martha
Phone: 7062789085 **Email:** mlopez@daltonga.gov

Jurisdiction Finance Contact

Name: Jackson, Cindy
Phone: 706-529-2460 **Email:** cjackson@daltonga.gov

ESAC Preparer

Name: Lopez, Martha
Phone: 7062789085 **Email:** mlopez@daltonga.gov

FY End Date: 12/31/2022

Agency FY 2023 Budget: \$10,368,480.00

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance	\$0.00	\$27,292.71
2	Equitable Sharing Funds Received	\$0.00	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$0.00	\$124.05
6	Total Equitable Sharing Funds Received (total of lines 2-5)	\$0.00	\$124.05
7	Equitable Sharing Funds Spent (total of lines a - n)	\$0.00	\$0.00
8	Ending Equitable Sharing Funds Balance <small>(difference between line 7 and the sum of lines 1 and 6)</small>	\$0.00	\$27,416.76

¹Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIA, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	\$0.00	\$0.00
b	Training and Education	\$0.00	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$0.00	\$0.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$0.00
j	Matching Grants	\$0.00	\$0.00
k	Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l	Support of Community-Based Programs	\$0.00	\$0.00
m	Non-Categorized Expenditures	\$0.00	\$0.00
n	Salaries	\$0.00	\$0.00
	Total	\$0.00	\$0.00

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information**Independent Auditor****Name:** Walcott, Alex**Company:** Estes & Walcott**Phone:** 17065290749**Email:** alex@esteswalcott.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES NO THRESHOLD NOT MET

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse: N/A

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administrated in the same manner as the jurisdictions's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The

Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

Yes No

Agency Head

Name: Cason, Cliff

Title: Chief

Email: ccason@daltonga.gov

Signature: _____ Date: _____

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Pennington, David

Title: Mayor

Email: dpennington@daltonga.gov

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 1-17-23
Agenda Item: 2023 CDBG Consultant Agreement Amendment #4
Department: Finance
Requested By: Cindy Jackson
Reviewed/Approved by City Attorney? No
Cost: \$66,687.00

Funding Source if Not in Budget

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

Extension of the City's agreement with Blulynx Solutions, Inc. for administration of the City's Community Development Block Grant Program. The scope of service and contract cost has not changed.

**AMENDMENT #4
2023 CONSULTING AGREEMENT
BETWEEN THE
CITY OF DALTON and BLULYNX SOLUTIONS for CONSULTING SERVICES FOR
THE CDBG PROGRAM**

The City of Dalton agrees to incorporate the modification listed below into the Contract, and BLULYNX SOLUTIONS (hereinafter referred to as “Consultant”) agrees to perform all work necessary to satisfy the requirements of the Contract as stated below.

The Consulting Agreement is changed to read as follows:

B. Term:

The term of this Agreement will commence as of January 1, 2023 and end December 31, 2023 with one (1) one-year renewal terms.

C. Compensation:

The cost for this service shall be a total of **\$66,687.00**. Said amount will be billed in accordance with the attached Exhibit “B” (Fee Schedule) and made part hereof. Such fees shall be paid to the Consultant within a reasonable amount of time after receipt by the City and invoices in accordance with the standard practices of the City of Dalton. The City shall pay the Consultant for services rendered under this Agreement in accordance with the Exhibit “B” (Fee Schedule) within thirty (30) days. The total amount to be paid to the Consultant for services rendered pursuant to the Consulting Agreement shall not exceed Seventy-Two Thousand, Four Hundred and Thirty-Five-Dollars (**\$66,687.00**).

All other terms of the original Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, and such are as corporations have caused these presences to be signed by their duly authorized officer.

CITY OF DALTON

ATTEST:

BY: _____
DAVID PENNINGTON, MAYOR

BY: _____
BERNADETTE CHATTAM, CITY CLERK

Date: _____

Date: _____

BLULYNX SOLUTIONS, INC.

BY: _____
KIMBERLY ROBERTS, PRINCIPAL

Date: _____

EXHIBIT B*FEE SCHEDULE*

FEE SCHEDULE	
DATE BILLED	AMOUNT
January 1, 2023	\$5,557.25
February 1, 2023	\$5,557.25
March 1, 2023	\$5,557.25
April 1, 2023	\$5,557.25
May 1, 2023	\$5,557.25
June 1, 2023	\$5,557.25
July, 1 2023	\$5,557.25
August 1, 2023	\$5,557.25
September 1, 2023	\$5,557.25
October 1, 2023	\$5,557.25
November 1, 2023	\$5,557.25
December 1, 2023	\$5,557.25
TOTAL BILLED	\$66,687.00



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 1/17/2023

Agenda Item: Enviro Trenchless, LLC Change Order Request No. 002 for SP189 Pipe Lining Project

Department: Public Works

Requested By: Chad Townsend

Reviewed/Approved by City Attorney? -----

Cost: \$5,000.00 (lump sum price)

Funding Source if Not in Budget 2015 SPLOST (In Budget)

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

This request is to approve the Change Order No. 002 for the SP189 Pipe Lining Project.

Scope of services include additional lining of a deteriorated yard inlet located in the yard of the 614 Ridge Street property that connects two pipes already being lined within the project. The yard inlet's current condition could negatively impact the finished product of the connecting pipes being lined if allowed to deteriorate further.

See attached proposal for additional information about the scope of work.



Tomorrow's Technology for Today's Infrastructure Needs

January 9, 2023

To: T. Jackson Sheppard, E.I.T.
Project Manager
City of Dalton Public Works

Re: **Change Order Request #2**
Walnut North Centrifugal Spin Cast Concrete Pipe Lining Project

Description of Change: Line existing junction box/yard inlet located at 614 Ridge St. with 1/2" thickness of Madewell ML-72. The structure is approximately 7.5' L x 5' W x 5'H.

Previous Contract Total	\$164,983.00
Change Order Increase / (Decrease)	\$5,000.00
New Contract Total	\$169,983.00

Respectfully submitted,

Glenn Fowler, President
Enviro Trenchless, LLC

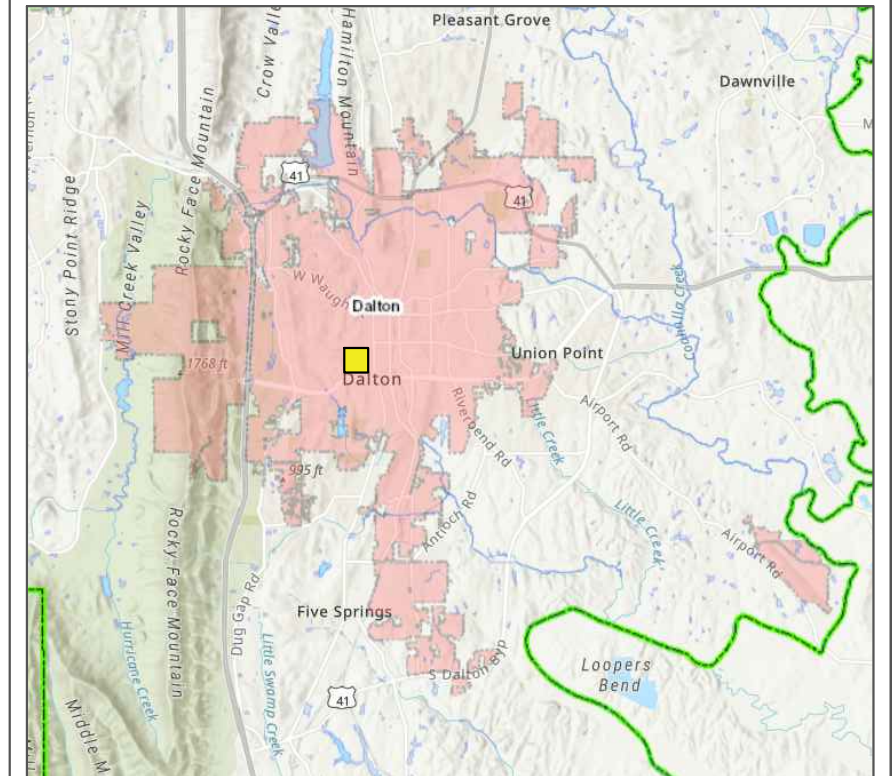
Authorized Signature: _____
Mayor Pennington

Date: _____

4501 Russell Parkway
Suite 19
Warner Robins, GA 31088

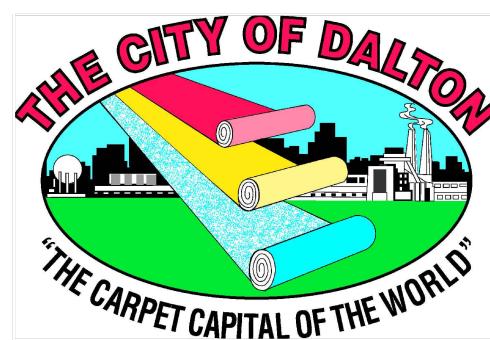
(478) 333-3880 office

(678) 550-9121 e-Fax



Legend

County Road	US Highway	Pipes	Elliptical
City Street	Interstate	PIPE_TYPE	Round
State Highway	Other	Arch	N/A
		Box Culvert	Other



Structure Type Yard Inlet	Structure Dimensions 7.5' L x 5' W x 5' H	
Nearest Address 614 Ridge Street	Material CMU	Structure Classification Off ROW - Rigid

City of Dalton Public Works Department
Change Order No. 002
SP 189 - Pipe Lining Project

FIGURE
4



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 1/17/2023

Agenda Item: Arcadis Professional Services Task Order No. 007 for the 133 Huntington Road Stormwater Improvements Project

Department: Public Works

Requested By: Chad Townsend

Reviewed/Approved by City Attorney? No

Cost: \$78,740 (lump sum price)

Funding Source if Not in Budget Bonded Capital Projects

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

This request is to approve the professional services provided by Arcadis for design development of the 133 Huntington Road Drainage Improvements Project.

See attached proposal for additional information about the scope of work.

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 007
Task Order Date: January 5, 2023

Subject to the Master Services Agreement between *the City of Dalton, Georgia* [Client] and *Arcadis U.S., Inc.* [Arcadis], dated March 1, 2020, Client hereby authorizes Arcadis to perform services as specified in this Task Order and in accordance with the above-mentioned Agreement.

1. Project Description: A description of Client’s Project for which work is requested is provided in Attachment 1, incorporated into this Task Order.

Client's Project Number: _____
Project Name: Huntington Rd – Design Services
Client's Representative: Jackson Sheppard

2. Scope of Work: Arcadis shall perform its services as described in Attachment 1, incorporated into this Task Order.

Arcadis's Job Number: _____
Arcadis's Representative: Richard Greuel, P.E.

3. Time Schedule: Arcadis shall use reasonable efforts to complete its work by: 180 days of Notice to Proceed

4. Compensation: Arcadis's Compensation authorized under this Task Order, which shall not be exceeded without prior written authorization of Client, is:

\$ 78,740 [] This Task Order's Method of Payment is incorporated and attached as Attachment 2.

5. Special Conditions: This Task Order is subject to the special provisions as described in Attachment 3, attached and incorporated into this Task Order:

6. Amendment: [] This Task Order amends a previously executed Task Order: Ridge Street Drainage Study
Previous Task Order Number: ___ Previous Task Order Date: _____

ISSUED AND AUTHORIZED BY:
Client

ACCEPTED AND AGREED TO BY:
Arcadis, INC.

By: _____ By: _____

Title: _____ Title: _____

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 007

Attachment 1

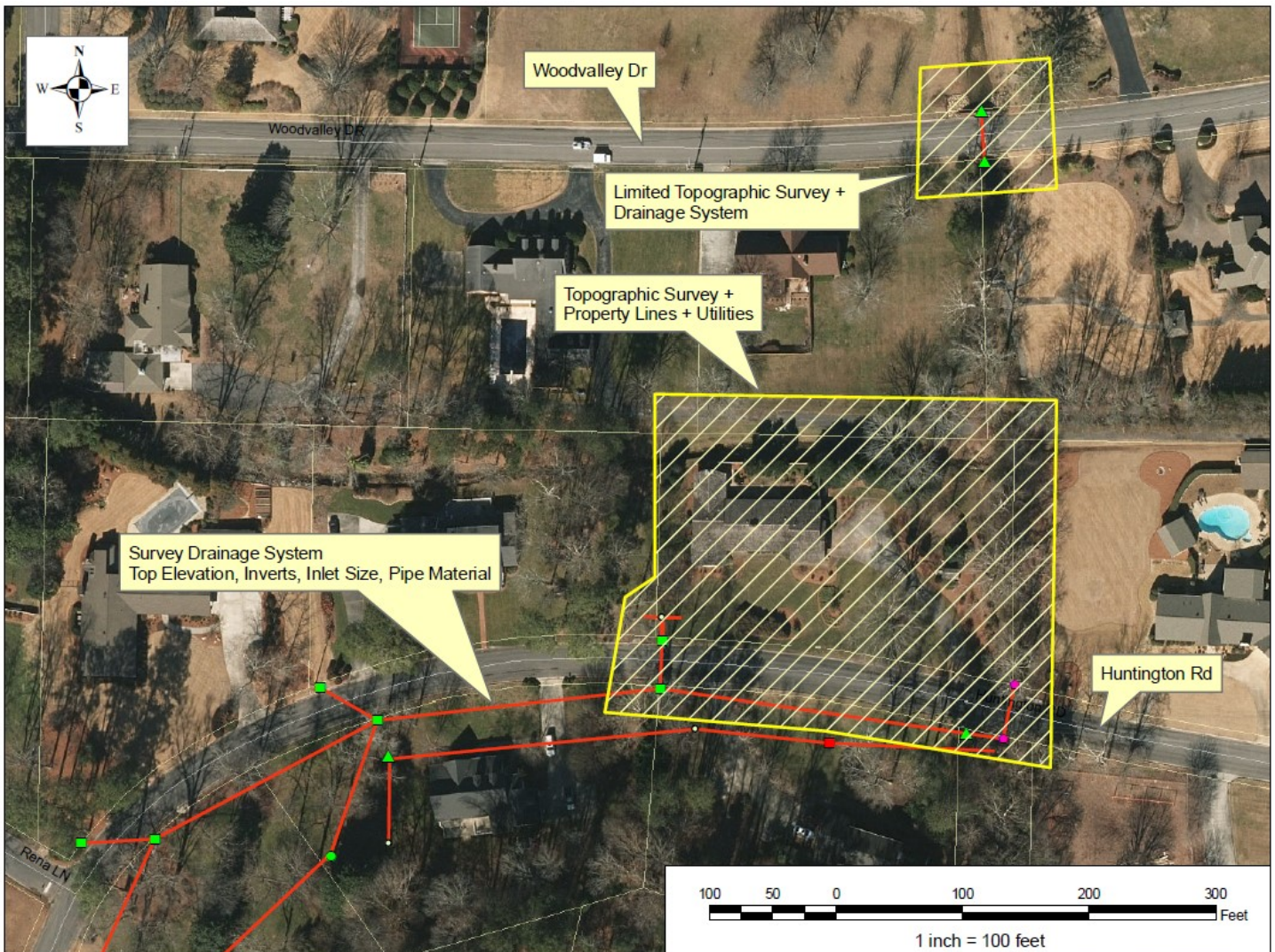
Description of Project & Scope of Work

Introduction

The City of Dalton Public Works Department has requested that Arcadis prepare this proposal to provide engineering support to develop infrastructure improvements in the McClellan Creek watershed. Specifically, this Task Order will focus on the development of construction plans for a detention facility constructed on the property currently located at 133 Huntington Road.

Task 1 – Survey

Arcadis will subcontract Southeastern Engineering, Inc. (SEI) to conduct a survey of the property at 133 Huntington Road. The surveying effort will be limited to that necessary to create a connection from the drainage system on Huntington Road to a small above ground detention pond on the southwest corner of the property. Survey will also include the drainage system on Wood Valley Drive of sufficient detail to model the floodplain in the area. The figure below illustrates the areas to be surveyed.



Task 2 – Floodplain Analysis

Following surveying, Arcadis will create a HEC-RAS 2D model of the floodplain from Wood Valley Drive upstream to Huntington Road. This modeling will be limited in scope and of sufficient detail to determine the limits of the 100-year floodplain. This modeling will be used to assist in design to determine if the detention facility can be built outside of the floodplain and / or have limited impacts such that a no-rise condition can be maintained.

Deliverables:

- Technical Memo outlining process and results of an existing conditions 100-year floodplain analysis
- HEC-RAS 2D Model Files

Assumptions:

- No FEMA Coordination
- McClellan Creek Floodplain Flow Rates from Task Order 6 Modeling will be used

Task 3 – Construction Plans

Once the floodplain for McClellan Creek has been established, Arcadis will work with the City to create a design of the detention facility. The design guidelines will focus on the following parameters:

- Model 1-yr, 2-yr, 5-yr, 10-yr, 25-yr, 50-yr, and 100-yr Storm Events
- Identify the quantity / rate of runoff that can be delivered to the proposed detention pond via the existing drainage system on Huntington Road
- Maximize Efficiency for Impacts to McClennan Creek for the 1-yr, 25-yr, and 100-yr Events
- Result in no increases in the existing conditions 100-year floodplain elevation
- Ensure no impacts to State Stream Buffer (25-foot)

30% Plans

Arcadis will prepare a design submittal at the 30-percent design stage and submit to the City of Dalton Public Works Department for review. The purpose of the 30% plans are to provide a engineering design that identifies all constraints to the design and provide “proof of concept”. The 30-percent design drawings and deliverables will include:

- 30% Submittal Construction Plan Sheets
 - Title Sheet
 - Existing Conditions Plan
 - Demolition Plan
 - Site, Grading and Drainage Plan
 - Limited Construction Details

Arcadis will provide a brief stormwater management memo outlining the hydrologic / hydraulic performance of the proposed improvements. As such, this memo will focus on illustrating the differences between the existing and proposed conditions of the design / plan.

Deliverables:

- 30% Construction Plans (PDF Format)
- Technical Memo outlining anticipated performance of the detention facility and the impacts to McClellan Creek

Assumptions:

- No more than 2 Design Iterations for Final Concept.
- ARCADIS will address one round of review comments for the 30-percent design.
- The City will provide one set of consolidated review comments for the 30% Design Plan submittal.

- The scale of plan drawings will be 1-inch equals 20-feet.
- This project will be exempt from water quality, channel protection, and detention requirements of the City's Land Development Ordinance.
- It is anticipated that the disturbed area of the project will be less than 1 acre, as such, no NPDES Construction permit will be required for this project. Additionally, the City will need to issue a Land Disturbance Permit for the project under the Georgia Erosion & Sedimentation Act given that the project will be located within 200-feet of a State Water.
- No geotechnical or environmental design services will be required for this project.
- GDOT standard details and specifications will be sufficient for the project for drainage elements.
- No structural design services will be required for the project.

60% Plans

At the beginning of the 60% design effort, the Landscape Architect will meet with the City / Neighborhood landscape committee to discuss the post construction landscaping plans for the project. Comments for the landscaping will be incorporated at the direction of City staff. Arcadis will prepare a design submittal at the 60-percent design stage and submit to the city for review. The 60-percent design drawings and deliverables will include:

- 60% Submittal Construction Plan Sheets
 - Title Sheet
 - General Notes
 - Existing Conditions Plan
 - Demolition Plan
 - Tree Protection Plan (if required)
 - Site, Grading and Drainage Plan
 - Pipe Profiles
 - Traffic Control Plan (if required)
 - Landscaping Plan
 - Erosion & Sedimentation Plans
 - Erosion & Sedimentation Details
 - Standard Details

Deliverables:

- 60% Construction Plans (PDF Format and 1 hardcopy)
- Stormwater Management Analysis memo (PDF Format) – If changed from the previous submittal.

Assumptions:

- ARCADIS will address one round of review comments for the 60-percent design.
- Meetings with the Neighborhood landscape committee will be limited to one in-person meeting
- The City will provide one set of consolidated review comments for the 60% Design Plan submittal prior to the plan review meeting.
- The scale of plan drawings will be 1-inch equals 20-feet
- No renderings are included in the scope of work

90% Plans

Arcadis will prepare a design submittal at the 90-percent design stage and submit to the City for review. The 90-percent design drawings and deliverables will include:

- 90% Submittal Construction Plan Sheets
 - Title Sheet
 - General Notes
 - Existing Conditions Plan

- Demolition Plan
- Tree Protection Plan (if required)
- Site, Grading and Drainage Plan
- Pipe Profiles
- Traffic Control Plan (if required)
- Erosion & Sedimentation Plans
- Erosion & Sedimentation Details
- Standard Details

It is the intent of the 90% drawings to be sufficient for permitting. Following completion of the effort, Arcadis will provide a 90% set of construction plans marked "For Permitting" signed and sealed by a Georgia Registered Engineer with a Level II Design certification by the Georgia Soil and Water Conservation Commission.

Deliverables:

- 90% Construction Plans (PDF Format and 1 hardcopy)
- Stormwater Management Analysis memo (PDF Format) – If changed from the previous submittal.

Assumptions:

- ARCADIS will address one round of review comments for the 90-percent design.
- The County will provide one set of consolidated review comments for the 90% Design Plan submittal prior to the plan review meeting.
- Following completion of this task, the plans will be considered final and sealed / signed drawings will be provided.

Permitting

Based on the approach outlined above, no significant permitting is expected. The proposed project will avoid impacts to wetlands, buffers, and other environmentally sensitive areas. Finally, it is anticipated that any impacts to FEMA floodplain will require a "no-rise" condition. Should permitting with Georgia EPD, US Fish & Wildlife, US Army Corps of Engineers, or FEMA, a separate authorization will be prepared and submitted to the City.

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 007

Attachment 2

Task Order Payment Terms

All work will be completed on a time and materials basis for a fee not to exceed the amount listed in this Task Order based on the 2022 rate table below. The task budgets below are an estimate of the level of effort for each phase of the scope of work.

Task 1 – Survey - \$11,990

Task 2 – Floodplain Analysis - \$9,540

Task 3 – Construction Plans - \$57,210

2023 Rate Schedule

Title	Rate \$/hr
Project Administrative Assistant	\$70
Project Assistant	\$90
Sr Project Assistant	\$120
Project Manager	\$215
Engineering Technician I	\$90
Engineering Technician II	\$110
Staff Engineer/Scientist/Architect I	\$90
Staff Engineer/Scientist/Architect II	\$100
Staff Engineer/Scientist/Architect III	\$110
Project Engineer/Scientist/Architect I	\$120
Project Engineer/Scientist/Architect II	\$135
Project Engineer/Scientist/Architect III	\$150
Senior Engineer/Scientist/Architect I	\$165
Senior Engineer/Scientist/Architect II	\$180
Senior Engineer/Scientist/Architect III	\$195
Principal Engineer/Scientist/Architect I	\$240
Principal Engineer/Scientist/Architect II	\$265
Principal Engineer/Scientist/Architect III	\$290
Registered Land Surveyor	\$150
2-man Survey Crew	\$150
3-man Survey Crew	\$225

* A rate schedule will be provided with each Task Order proposal based on the specific services that will be provided and the rates effective at that time.

*All direct expenses will be billed at cost plus 10%

*Mileage will be billed at the current federal mileage rate

* Additional Services requested by the City beyond those in Scope of Work will be billed on an hourly basis in accordance with this rate schedule

PROFESSIONAL SERVICES TASK ORDER
Task Order Number: 007

Attachment 3
Special Conditions

None.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 1/17/23

Agenda Item: Resolution 23-02 Transferring Senior Center Property to Whitfield County

Department: Administration

Requested By: Andrew Parker

Reviewed/Approved by City Attorney? Yes

Cost:

Funding Source if Not in Budget

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

RESOLUTION 23-02 TO TRANSFER BY SPECIAL WARRANTY DEED TO WHITFIELD COUNTY THE PROPERTY WHERE THE SENIOR CENTER IS LOCATED IN ACCORDANCE WITH INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DALTON AND WHITFIELD COUNTY

CITY OF DALTON
RESOLUTION
Resolution No. 23-02

RESOLUTION TO TRANSFER BY SPECIAL WARRANTY DEED TO WHITFIELD COUNTY THE PROPERTY WHERE THE SENIOR CENTER IS LOCATED IN ACCORDANCE WITH INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DALTON AND WHITFIELD COUNTY

WHEREAS, the City of Dalton owns that real estate with improvements and appurtenances known as 302 Cappes Street in the City of Dalton and being shown as Tax Parcel No. 12-220-21-020 for operation of a Senior Center (“the Property”); and

WHEREAS, THE City of Dalton through its Parks and Recreation Department holds title to two (2) Motor Vehicles used in the operation of the Senior Center identified specifically as: one (1) 2001 Ford Model E 350 15 passenger van (VIN # 1fbss31ha00960) and one (1) 2007 Chevrolet Goshen Coach Bus Series CL5V042 (VIN # 1GBE5V1247F406380) hereafter “the Vehicles;” and

WHEREAS, pursuant to the requirements of the Service Delivery Strategy Act, O.C.G.A. § 36- 70-20 et. seq., the City of Dalton and Whitfield County have entered into an intergovernmental agreement under which Whitfield County shall own, maintain, and operate the Senior Center for the benefit of the citizens in Whitfield County; beginning January 1, 2023; and

WHEREAS, pursuant to the intergovernmental agreement the City of Dalton shall reimburse Whitfield County for up to \$425,000.00 in renovations to the Property, hereafter “the Funds;”

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Dalton and by authority of same, IT IS HEREBY RESOLVED as follows:

-1-

The Mayor and City Clerk are hereby authorized to execute that Special Warranty Deed shown as Exhibit "A" hereto and made a part hereof transferring the Property to Whitfield County.

-2-

The City is authorized to transfer titles to the Vehicles above identified to Whitfield County for operation of the Senior Center.

-3-

The City is hereby authorized by transfer pursuant to intergovernmental agreement a sum up to \$425,000.00 for reimbursement of actual costs and expenses of Whitfield County in making renovations and improvements to the Property.

SO RESOLVED this _____ day of January, 2023.

The foregoing Resolution was read on _____. A motion for passage of the Resolution was made by Council member _____, second by Council member _____ and upon the question the vote is _____ ayes, _____ nays and the Resolution is adopted.

Attest:

CITY OF DALTON, GEORGIA

City Clerk

Mayor

[Space above this line for recording data.]

After Recording Return To:
Daniel T. Strain, Jr.
McCamy Law Firm
411 West Crawford Street
Dalton, Georgia 30720
(706) 278-4499

Name: Whitfield Co.
File No: 22RE0118

SPECIAL WARRANTY DEED

STATE OF GEORGIA
COUNTY OF WHITFIELD.

IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, **City of Dalton**, (hereinafter, whether singly or more than one, the “Grantor”), do hereby sell and convey unto **Whitfield County, Georgia**, a political subdivision of the State of Georgia, (hereinafter, whether singly or more than one, the “Grantee”), its successors and assigns, the following described property:

A certain tract or parcel of land lying and being in Land Lot 220 of the 12th District and 3rd Section of Whitfield County, Georgia, being in the City of Dalton, Georgia and being more particularly described as follows, to wit: BEGINNING at an iron pin located at the northeast intersection of Capps Street with School Street; thence north 00 degrees 52 minutes east along the east right of way of Capps Street a distance of 461.78 feet to an iron pin located at the southwest corner of that tract of land conveyed by the City of Dalton to the Directors of Dalton Regional Library by Warranty Deed of record in Deed Book 648, Page 116, Whitfield County, Georgia, Clerk’s Records; thence south 89 degrees 08 minutes east along the south line of said Dalton Regional Library property a distance of 189.92 feet to an iron pin; thence south 00 degrees 52 minutes west 466.96 feet to an iron pin located on the north right of way of School Street; thence north 87 degrees 20 minutes west along the north right of way of School Street 190 feet to the POINT OF BEGINNING.

This Deed is conveyed pursuant to that certain Resolution of the Mayor and Council of the City of Dalton dated the 17th day of January, 2023.

TO HAVE AND TO HOLD said lands and appurtenances unto said **Whitfield County, Georgia**, a political subdivision of the State of Georgia, its administrators and assigns, in fee simple. This property is conveyed subject to easements, restrictions and covenants of record in so far as the same may lawfully affect the above-described property.

AND THE SAID Grantor, its administrators and assigns, will warrant and forever defend the right and title to the above-described property unto the said Grantee, its administrators and assigns, against the claims of all persons owning, holding or claiming by, through or under the said Grantor.

IN WITNESS WHEREOF, Grantor have hereunto set their hand and affixed their seal this _____ day of January, 2023.

City of Dalton, Georgia

BY: _____ (SEAL)
Mayor

Attest: _____ (SEAL)
Clerk

Signed, sealed and delivered this _____ day of January, 2023 in the presence of:

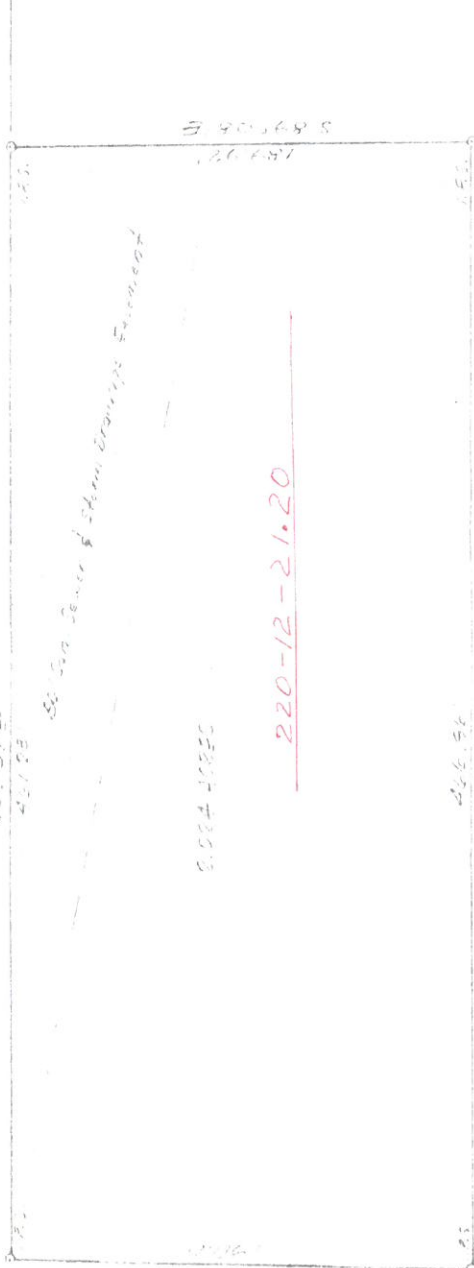
WITNESS

NOTARY PUBLIC

1000

CADDES STREET 20' E W

N 22° 30' E
40' 00"



So. San Peter & Storm Drainage Enclosure

6,004 SQ FT

220-12-21.20

S 22° 30' E
20' 00"

N 87° 00' W
10' 00"

SCHOOL STREET

CITY OF DALTON, THE
(SENIOR CITIZENS)
(PART BLOCK MAP 4)

SURVEY FOR
CITY OF DALTON
S. P. 200 100' 00" 20' 00"

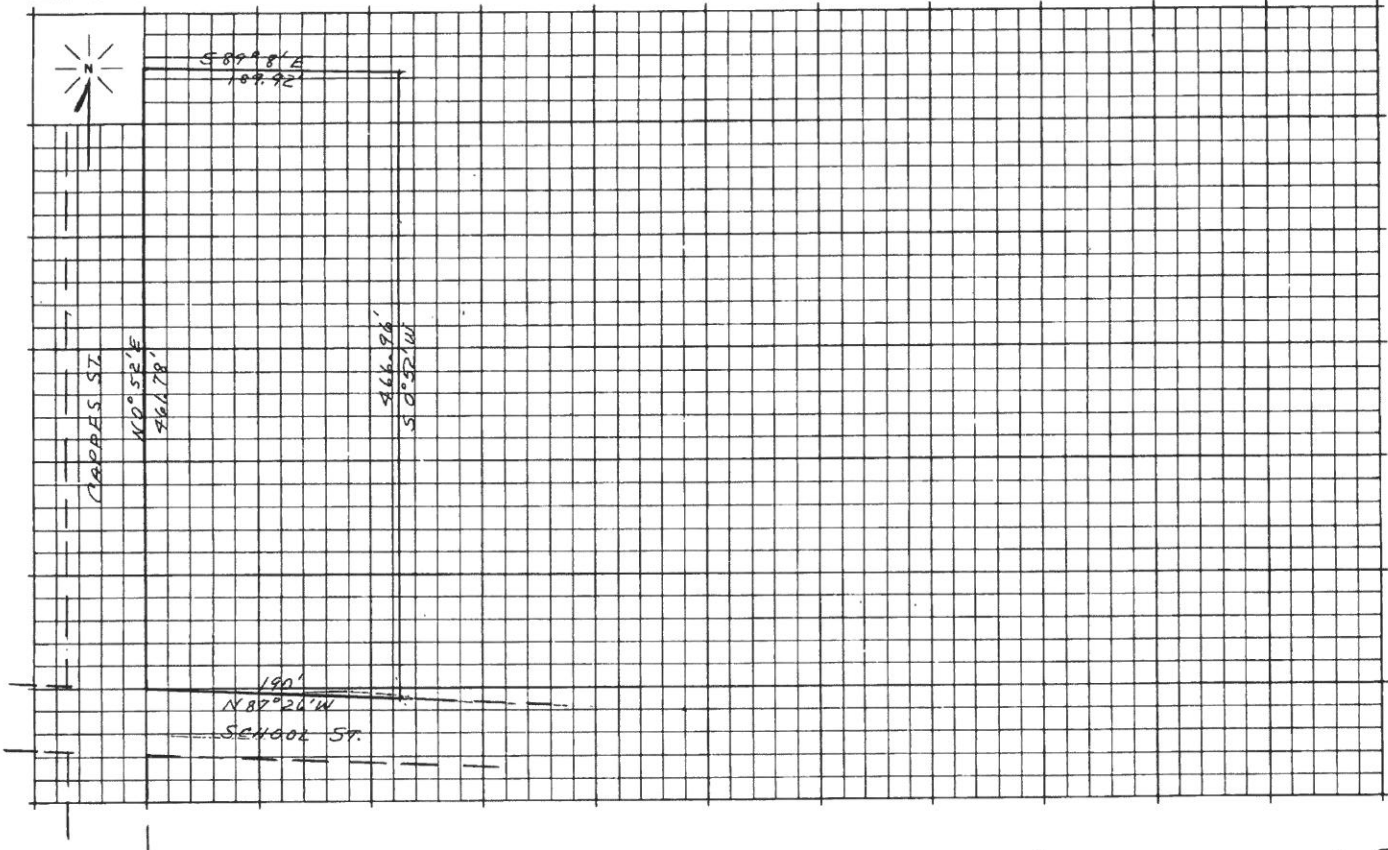
DEED RECORDS:

LOTS OR DESCRIPTION (Continued)	584-278, 575-279, 575-278, 619-126, 619-127, 619-128, 619-129, 619-124, 399-157,
	199-387, 405-118, 165-472, 272-64, 272-68, 578-134, 591-101, 560-159, 560-158, 279-28, 560-106, 352-259,
	259-9, 323-256, 299-83, 581-169, 542-136, 583-108, 583-109, 583-119

PLOT PLAN GRAPH

RANDOM PLOTTED

1" = 100'
SCALE 1" = 100'





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: January 17, 2023

Agenda Item: General Construction Agreement with Northwest Georgia Paving, Inc. for Mill Creek Riverwalk - Phase II

Department: Recreation

Requested By: Caitlin Sharpe

Reviewed/Approved by City Attorney? Yes

Cost: \$2,234,278.75

Funding Source if Not in Budget 2020 Bond Proceeds

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

This request is to approve the General Construction Agreement with Northwest Georgia Paving, Inc. for the construction of the Mill Creek Riverwalk Trail.

The bid received from Northwest Georgia Paving, Inc included a base bid in the amount of \$1,674,818.00 for the construction of 6,369 lineal feet, 8-foot-wide asphalt multi-use trail that begins at the Eagle Scout Trail Head located off Chattanooga Avenue. A bid alternated in the amount of \$559,460.75, was included for the construction of an additional connecting paved path. This request is to approve both the base bid and the bid alternate to the construction of both paths.

The funding source for the project will be supported through the 2020 bond proceeds.

**CITY OF DALTON
PARKS AND RECREATION DEPARTMENT
GENERAL CONSTRUCTION AGREEMENT**

THIS GENERAL CONSTRUCTION AGREEMENT is made and entered into on this 17th day of January 2023 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Northwest Georgia Paving, Inc., hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR desires to construct the project to the CITY's specifications; and

WITNESSETH: That the parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. CONSTRUCTION SITE: The real property upon which the project shall be constructed is located on the project site located off of Chattanooga., Dalton, GA, 30720 hereinafter "subject property".

2. USE OF PROPERTY: CONTRACTOR shall have use and possession of the subject property to complete the project: The subject property shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions, and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the subject property. The subject property shall be used for the construction of the subject project and related storage only and not for any other commercial operations. The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint, and solvents or, other dangerous materials is prohibited except that such materials may be kept and stored in proper receptacles and secured from access by the public at the subject property during construction as may be necessary for use in the operation of the CONTRACTOR for completion of the subject project. Any such substances shall be delivered in such amount and stored and used only as approved by the CITY and in accordance with applicable federal, state, and local statutes, ordinances, rules and regulations in force during the term of this Agreement.

3. PROJECT: The CONTRACTOR shall complete the project and perform the services specified in the Bid Package Submittal – Mill Creek Riverwalk – Phase II which is included herein by reference and the specifications provided in the CONTRACTOR's proposal attached hereto as Exhibit "A", hereinbefore and after "the project".

4. DATE OF COMMENCEMENT: The CONTRACTOR shall commence work on the project within ten (10) days after receipt of the dated Notice to Proceed.

5. DATE OF COMPLETION: The CONTRACTOR shall complete the project completed with 270 calendar days from the issuance of the Notice to Proceed.

6. CONTRACT SUM: The CITY shall pay to CONTRACTOR the lump sum of \$ 2,234,278.75 Dollars based on the unit pricing as per "Exhibit A" for the complete performance of the project and terms of this Agreement. In addition, CITY shall pay to CONTRACTOR for any additional work performed pursuant to any mutually agreed to change orders. All change orders shall be in writing and signed by both parties.

7. CONTRACT PENALTY: The CONTRACTOR shall pay to the CITY the amount of \$ 100.00 Dollars per calendar day for unexcused delay in completion of the project past the date of completion.

8. PAYMENT: The CITY shall pay the contract sum to CONTRACTOR upon complete performance of the project and terms of this Agreement. CONTRACTOR shall provide to CITY an Affidavit from the CONTRACTOR stating the CONTRACTOR has fully performed all terms of the Agreement. Final payment shall be made no later than 30 days after receipt of said Affidavit. Upon completion of any additional services, said additional services shall be paid within 30 days of receipt of invoice from CONTRACTOR. Payment shall be made via electronic funds transfer (EFT).

9. SURRENDER OF subject property: CONTRACTOR shall, no later than 5 days after completion of the project, surrender possession of the subject property and remove all vehicles, equipment, supplies, construction debris, waste and refuse from the subject property. CONTRACTOR shall reimburse CITY for the cost of removal of any such items remaining on the subject property after 5 days. CITY may have any such items stored at CONTRACTOR'S risk and expense. All personal property of CONTRACTOR, or SUBCONTRACTOR, remaining on the subject property or in possession of the CITY after 30 days shall be deemed abandoned by the CONTRACTOR, or the SUBCONTRACTOR, and may be disposed of by CITY without liability to CONTRACTOR, or SUBCONTRACTOR. All permanent improvements to the subject property shall become the Subject property of the CITY.

10. CITY COVENANTS: CITY covenants and agrees:

- (a) to provide all available information, data, reports, records and maps of or to which CITY has possession or control which are necessary for CONTRACTOR to perform the scope of services provided for herein;
- (b) to provide reasonable assistance and cooperation to CONTRACTOR in obtaining any information or documentation which are necessary for CONTRACTOR to perform the scope of services provided for herein;

- (c) to designate a representative authorized to act on the CITY's behalf with respect to the project. Unless otherwise provided, said CITY representative shall be the Director of Parks and Recreation Department;
 - (d) to permit access to the subject property and obtain permission to access necessary private property for CONTRACTOR to complete the scope of services;
 - (e) to provide reasonable assistance to CONTRACTOR in applying for and obtaining any necessary Federal, State or local government permits for the scope of services;
11. CONTRACTOR COVENANTS: CONTRACTOR covenants and agrees:
- (a) to perform the scope of services in a skilled, qualified, and professional manner, using that degree of care and skill ordinarily exercised by contractors practicing in the same or similar field;
 - (b) to use only employees and subcontractors qualified to complete the work with sufficient experience on same or substantially similar projects;
 - (c) to use only properly licensed employees or subcontractors for any work requiring a specialty, occupational, or professional license issued by the State of Georgia;
 - (d) to designate a representative authorized to act on the CONTRACTOR's behalf with respect to the project.
 - (e) to use the subject property in a safe, careful and lawful manner;
 - (f) to promptly report in writing to CITY any unsafe or defective condition of the subject property and any adverse site condition, which shall include but not be limited to limited access, extremely dense vegetation, subsurface conditions, damaged property, or existing utilities, that may adversely affect CONTRACTOR's ability to complete the scope of services or other terms of this Agreement;
 - (g) to promptly report in writing to CITY any damage to or injuries sustained on the subject property and to promptly repair any damage to the subject property which is made necessary by any act of CONTRACTOR, its employees, agents, subcontractors, or invitees;
 - (h) to keep the subject property in a clean and orderly condition and to remove any personal property of CONTRACTOR upon completion of the project, and require all SUBCONTRACTOR's to do the same unless otherwise permitted by the

CITY;

- (i) to perform all work on the project in a good and workmanlike manner, free from faults and defects, and in conformance with the terms of this Agreement;
- (j) to determine the appropriate method, details and means of performing the scope of services provided by this Agreement;
- (k) to exercise the ordinary standard of care in complying with the laws, codes, and regulations applicable to the CONTRACTOR's services;
- (l) to exercise diligence and to complete delivery of the scope of services in a timely manner consistent with the exercise of due care;
- (m) to attend meetings to make presentations or to otherwise review the progress of the work as set out in the scope of services at the reasonable request of the CITY;
- (n) to prepare and submit to the CITY reports required by the scope of services or upon the written request of the CITY.
- (o) to keep the subject property in a clean and orderly condition and to protect from loss, damage or theft any supplies or materials necessary for completion of the project;
- (p) to permit CITY and its employees and agents access to the subject property at all reasonable times for the purposes of making repairs, inspecting the subject property, and inspecting the progress of the project;
- (q) to use only new materials appropriate for completion of the project;

12. INDEMNITY: CONTRACTOR shall indemnify CITY from and hold CITY harmless against all claims, demands, and judgments for loss, damage, or injury to person or property, resulting from or incurring by reason of CONTRACTOR'S use and occupancy or non-occupancy of the subject property or by the negligence or willful acts of CONTRACTOR, its agents, officers, employees, invitees or licensees and from all expenses incurred by CITY as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of CITY or any of CITY's employees, agents or representatives acting on behalf of the CITY.

Additionally, pursuant to State law, CITY does not indemnify or hold harmless CONTRACTOR for any claims arising from the actions or omissions of CONTRACTOR or any third party.

Additionally, CONTRACTOR agrees that all personal property that may be at any time at the subject property shall be at CONTRACTOR's sole risk or at the risk of those claiming

through CONTRACTOR and that CITY shall not be liable for any damage to or loss of such personal Subject property except if arising from or caused by the sole fault or negligence of CITY.

13. INSURANCE: CONTRACTOR agrees to carry at its own expense through the term of this Agreement the types and amounts of insurance required to maintain status as a Vendor of the City of Dalton. CONTRACTOR shall provide CITY with copies or evidence of such insurance coverage prior to the commencement date of the Agreement. Such insurance policies shall name CITY as an additional insured and shall be issued by such insurance companies and on such forms as may be approved by CITY. Said insurance shall include the following:

- (a) General Liability Coverage - General Liability policy with a minimum limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- (b) Workers' Compensation Coverage – Workers' Compensation policy with the following minimum limits:
 - (1) Workers' Compensation statutory limits;
 - (2) Employer's Liability:
 - a. Bodily Injury by Accident - \$100,000.00
 - b. Bodily Injury by Disease - \$500,000.00 policy limit
 - c. Bodily Injury by Disease - \$100,000.00 each employee.

CONTRACTOR shall complete the Workers' Compensation Insurance Affidavit of the City of Dalton to determine if any exemption to Workers' Compensation Insurance is applicable.

- (c) Auto Liability Coverage – Auto Liability policy with a combined single limit of \$1,000,000.00 per occurrence for bodily injury and property damage, if motor vehicle is used in performance of scope of services. Comprehensive form covering all owned, non-owned, and hired vehicles.
- (d) Property Coverage or Builder's Risk Coverage - Property Coverage or Builder's Risk policy with a minimum equal to or greater than the existing building value for renovations, equal to or greater than the total cost of construction per contract for new construction, and equal to or greater than the existing building value being renovated plus the total cost of new construction per contract for mixed renovation and new construction.

14. ASSIGNMENT: CONTRACTOR may not assign all or any portion of the Agreement without the prior written permission of CITY.

15. SUBCONTRACTORS: The CONTRACTOR shall provide written notice to CITY of CONTRACTOR'S intent to use a subcontractor for any portion of the project. CITY shall be entitled to reject any subcontractor it deems not qualified. Any subcontractor approved for work on the project shall abide by any and all terms of this Agreement.

16. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Agreement shall not be construed to be a waiver thereof, not affect the validity of any part of this Agreement or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Agreement shall be held to be a waiver of any other default and breach.

17. NOTICES: Any notice required or permitted to be given under this Agreement or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to CITY shall be mailed to: City of Dalton
ATTN: City Administrator/Andrew Parker
300 W Waugh Street
P.O. Box 1205
Dalton, GA 30722-1205

Such notice to CONTRACTOR shall be mailed to: Northwest Georgia Paving, Inc.
ATTN: Russell Smith
PO Box 578
Calhoun, GA, 30703

When so mailed, the notice shall be deemed to have been given as of the third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

18. CONTRACT DOCUMENTS: This Agreement shall include the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Addenda relating to bidding and proposal requirements, and any other written information provided by the CITY in anticipation of receiving bids or proposals, if any, except as specifically excluded herein, and the CONTRACTOR'S bid or proposal. The terms of this Agreement shall supersede any terms in the above-referenced documents in direct conflict with the terms of this Agreement.

Additionally, the Contract Documents and all drawings, plans, specifications and other related construction or service-related documents shall be the sole property of the CITY. The CONTRACTOR shall be permitted to retain copies thereof for its records and for its future professional services.

Additionally, CITY shall be authorized to rely upon all documents, whether in hard copy or electronic format, provided by CONTRACTOR. Any changes to the material terms of any document shall be clearly identified and noted to CITY.

19. VENDOR: CONTRACTOR shall register and remain active as a Vendor of the CITY by completing the City of Dalton Vendor Packet and fully comply with any and all requirements of said Vendor.

20. TERMINATION OF CONTRACT: In the event that CONTRACTOR defaults or neglects to perform work on the project in accordance with the terms of this Agreement, CITY may terminate this Agreement by providing written notice of termination. Prior to termination of this Agreement, CITY shall provide written notice to CONTRACTOR of any default and provide CONTRACTOR ten (10) days to correct said default or deficiency.

21. WARRANTY: CONTRACTOR shall provide to CITY a general warranty for labor and materials and guarantees that the work on the project it performs shall be free from any defects in workmanship and materials for a period for a period of two (2) years from the date of completion in addition to any additional warranty provided in Section 3 - Project description. Within ten days of completion of the terms of the Agreement, CONTRACTOR shall provide to CITY all original warranty documents from any third party.

22. BONDS: CONTRACTOR shall provide and maintain the types and amounts of bonds as required by the City of Dalton Bid Package for Mill Creek RiverWalk – Phase II.

23. MISCELLANEOUS PROVISIONS:

(a) Governing Law; Venue. This Agreement is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive jurisdiction and venue for any action arising out of this Agreement shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive any and all objections or defenses thereto.

(b) Successors and Assigns. This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. CONTRACTOR shall not assign its rights or obligations under this Agreement without the prior written consent of the CITY.

(c) Severability of Invalid Provisions. If any provision of this Agreement shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) Complete Agreement; Amendments. This Agreement constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(e) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(f) TIME IS OF THE ESSENCE. Time is of the essence of this Agreement in each and all of its provisions.

(g) Attorney Fees. In the event the CITY must enforce the terms of this Agreement by filing a civil action against CONTRACTOR, then CONTRACTOR shall pay to CITY an amount equal to fifteen percent (15%) of the contract sum as attorneys' fees, if the CITY is the prevailing party.

(h) Confidentiality. All information and documentation regarding the project and the CONTRACTOR's services shall be maintained in confidence and shall not be disclosed to any third party by CONTRACTOR, without CITY's written authorization, except as may be required by the Georgia Open Records Act. CONTRACTOR shall promptly notify CITY of any third party request for said information or documentation prior to any disclosure. CITY agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by CONTRACTOR pertaining to this Agreement shall be considered confidential and proprietary, and shall not be disclosed to any third party, except as may be required by the Georgia Open Records Act.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

(Signatures on the NEXT page.)

CONTRACTOR:

CONTRACTOR:

By: _____

Title: _____

CITY:

CITY OF DALTON, GEORGIA

By: _____
MAYOR

Attest: _____
CITY CLERK

Exhibit "A"

ADVERTISEMENT FOR BID

Sealed bids will be received by the City of Dalton Finance Department located at 300 W. Waugh Street, Dalton, Georgia 30720 until TUESDAY, NOVEMBER 15, 2022 AT 9 AM for the furnishing of all materials, labor, tools, skill, equipment and incidentals unless noted otherwise for the construction of the project entitled: MILL CREEK RIVERWALK – PHASE II

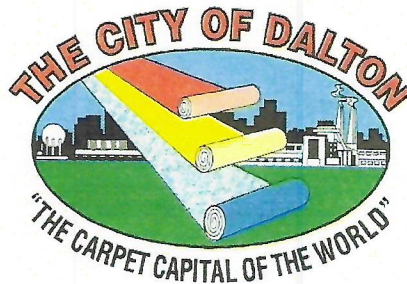
Construction of a 6,369 lineal feet, 8 foot wide asphalt multi-use trail along the City of Dalton property and permanent easement in Dalton, Georgia (“Project”) with a bid alternate of a 1,647 lineal feet, 8 foot wide asphalt multi-use trail along the City of Dalton property and permanent easement in Dalton, Georgia (“Alternate”). The project will require the contractor to construct an asphalt trail, an asphalt parking lot, gravity walls, gabion walls, a timber boardwalk, drainage structures and fencing with an access gate. The bid alternate will require an asphalt trail and a pre-engineered bridge. The project begins at the Eagle Scout Trail Head located at 1027 Chattanooga Avenue, Dalton, Georgia 30720 and will end at a tie in to a gravel utility drive in Haig Mill Lake Park located at 161 Shiloh Way, Dalton, Georgia 30720.

Invitation to Bid	
Bidder’s sealed envelope shall be marked with the following information:	
Optional Pre-Bid Conference will be held at Dalton City Hall, Second Floor Conference Room: 300 W. Waugh Street Dalton, GA, 30720	Wednesday, November 2, 2022 at 2 pm
Deadline for clarifications and questions. All questions must be emailed to Allen Peterfreund, PE, allen.peterfreund@acp-ga.com	Tuesday, November 22 by 12:00 pm
Clarifications and questions will be posted on the City of Dalton’s Website: (https://www.daltonga.gov) as needed.	
Deadline for bid: Submittals delivered in person or mailed. Submit 4 Copies. Dalton City Hall, City Finance Department, 300 West Waugh Street, Dalton, Georgia, 30720	Tuesday, November 29, 2022 at 2:00 pm (bids will be read aloud at 2:05 pm in the Dalton City Hall First Floor Conference Room)

BID PACKAGE SUBMITTAL

(First Page of Submittal on Top)

MILL CREEK RIVERWALK – PHASE II



City of Dalton, Georgia

BID DATE November 29, 2022 at 2:00 PM

Base Bid Grand Total \$ 1,674,818.00 (in figures)

§ One million six hundred seventy-four thousand eight hundred eighteen and 00/100 (Total Cost in Words)

Bid Alternate Grand Total \$ 559,460.75 (in figures)

§ Five hundred fifty-nine thousand four hundred sixty and 75/100 (Total Cost in Words)

THIS FORM MUST BE SIGNED AND SUBMITTED TO BE CONSIDERED FOR AWARD	
COMPANY NAME: Northwest Georgia Paving, Inc.	Bid Pricing Duration (60 days) DATE: November 29, 2022
MAILING ADDRESS: P.O. Box 578	PHONE: 706-629-8255
CITY: Calhoun	FEDERAL TAX ID: 58-0836870
STATE: Georgia	ZIP: 30703
EMAIL: broberts@nwgpin.com	TITLE OF AUTHORIZED REPRESENTATIVE: President
PRINTED NAME: Russell Smith	AUTHORIZED SIGNATURE:

BID PACKAGE
MILL CREEK RIVERWALK – PHASE II
City of Dalton, Georgia

SUBMITTAL CHECKLIST
(Page 2 of Your Submittal)

1. Please use the following checklist to verify that all required information is included in your bid.
2. It is the sole responsibility of each bidder to ensure that their bid is inclusive of all Submittals outlined below or elsewhere in this ITB.
3. **Failure to submit any of the items below may cause rejection of the Bid**
4. Contractor shall submit **Four (4) Copies** of the Bid Package Submittal.
5. The City will not consider any bid that does not include completed **Illegal Immigration Reform and Enforcement Act Affidavit Form(s)**.

DOCUMENTATION DESCRIPTION	INITIAL IF INCLUDED
1. BID PACKAGE SUBMITTAL (SUBMIT AS COVERSHEET OF BID)	lt
2. SUBMIT CHECKLIST (THIS FORM)	lt
3. ADDENDA (IF APPLICABLE)	lt
4. COMPLETED AND APPROVED VENDOR PACKET	NWGP, Inc. is an approved vendor.
A. W-9 FORM	
B. ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT – CONTRACTOR AFFIDAVIT	
C. ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT – SUBCONTRACTOR AFFIDAVIT	
D. INSURANCE AFFIDAVIT	
5. BID BOND	lt
6. BID PROPOSAL	lt
7. CONTRACT	lt
8. CONTRACTOR AFFIDAVIT AND AGREEMENT	lt

CONTRACT ADDENDUM

ADDENDUM NO.: 001

DATE ISSUED: November 4, 2022

BID DATE: November 29, 2022

BID TIME: 2:00 PM

BID LOCATION: Dalton City Hall Finance Department

CONTRACTOR ACTION:

1. Acknowledge receipt of this addendum by writing in "Addendum No. 1" in section 3 of bid proposal.

INTERPRETATIONS:

1. *Please provide CADD files for the existing ground, proposed ground and linework*

CADD files have been posted with Addendum 1. See link below:

<https://app.box.com/s/85r63vg62teu7rhdt36hb01d4s0abhvw>

2. *Can the bid date be moved out to a later date?*

Bid date has been moved to November 29, 2022.

3. *Can the deadline for questions be moved out to a later date?*

Bid date has been moved to November 22, 2022.

ADDITIONAL INFORMATION:

1. *The City of Dalton is providing a map with Addendum 1 showing project access points. Follow link to view: <https://app.box.com/s/85r63vg62teu7rhdt36hb01d4s0abhvw>*

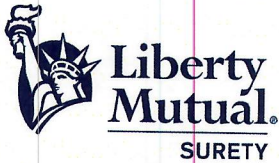
BY:

**Caitlin Sharpe
Parks and Recreation Director**

4. CITY OF DALTON VENDOR PACKET

Bidder shall complete the City of Dalton Vendor Packet and be an approved Active Vendor with the City. Applications can be obtained from the Finance Department or online at <https://daltonga.gov/finance/page/vendor-packets>

- A. W-9 FORM
- B. ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT – CONTRACTOR AFFIDAVIT
- C. ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT – SUBCONTRACTOR AFFIDAVIT
- D. INSURANCE AFFIDAVIT



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No: 8207867-016007

POWER OF ATTORNEY

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, Bart Peppers, Brian E. Madden, Brittany L. Triplett, Deborah B. Sasser, Elizabeth M. White, Felisa H. Vaughan, Josh Bridges, Rachel Fell

all of the city of Alpharetta state of GA 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 April, 2022.



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

By: David M. Carey, Assistant Secretary

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

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 22nd day of April, 2022 before me personally appeared David M. Carey, 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 King of Prussia, 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, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
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:

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

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 David M. Carey, 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.

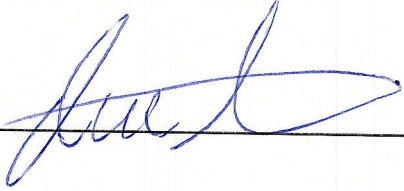
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of November, 2022.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

3. ADDENDA

The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

- 1. Addendum No. 1, dated November 4, 2022 , Signature 
- 2. Addendum No. 2, dated _____ , Signature _____
- 3. Addendum No. 3, dated _____ , Signature _____
- 4. Addendum No. 4, dated _____ , Signature _____
- 5. Addendum No. 5, dated _____ , Signature _____

BID BOND (Continued), page 2 of 2

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Anna Barney

Witness As To Principal

Lisa M. Smith

Witness As To Principal *Surety*
Lisa M. Smith

Northwest Georgia Paving, Inc.
Principal

By *[Signature]* _____


Liberty Mutual Insurance Company
Surety

By *Deborah B. Sasser* _____


By Deborah B. Sasser _____ SEAL
Attorney-in-Fact

BID PROPOSAL

Place Calhoun, Georgia

Date November 29, 2022

Proposal of Northwest Georgia Paving, Inc. (hereinafter called "Bidder") a contractor organized and existing under the laws of the City of Calhoun State of Georgia and County of Gordon, * an individual, a corporation, or a partnership doing business as a corporation

TO: CITY OF DALTON, GEORGIA
(Hereinafter called "Owner")

Gentlemen:

The Bidder in compliance with your invitation for bids for the construction of **MILL CREEK RIVERWALK – PHASE II** having examined the plans 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 herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under this contract, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and be complete within 180 calendar days of dated NTP. Bidder further agrees to pay as liquidated damages the sum of \$300.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions under "Time of Completion and Liquidated Damages."

Bidder acknowledges receipt of the following addenda:

Addendum No. 001 - 11/04/2022

* Strike out inapplicable terms

5. **BID BOND**, page 1 of 2

BID BOND
(Five Percent of Bid)

KNOW ALL MEN BY THESE PRESENTS, that we, and undersigned _____
Northwest Georgia Paving, Inc.

of the City of Calhoun State of Georgia and County of Gordon

as Principal and Liberty Mutual Insurance Company

as Surety, are hereby held and firmly bound unto the CITY OF DALTON, GEORGIA as Owner in
the penal sum of _____

Dollars (\$ _____) for the payment of which, well and truly to be made,

we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this 15th day of November, 2022.

The condition of the above obligation is such that whereas the Principal has submitted to the CITY OF DALTON, GEORGIA a certain bid attached hereto and hereby made a part hereof to enter into a contract in writing for the construction of the project entitled:

MILL CREEK RIVERWALK – PHASE II

NOW, THEREFORE,

- (a) If said bid shall be rejected or in the alternate,
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (*properly completed in accordance with said bid*) and shall furnish a bond for his faithful performance of said contract and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void; otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bids, and said Surety does hereby waive notice of any such extension.

BID PROPOSAL (Continued), page 2 of 3

Amount shall be shown in figures

SEE FOLLOWING PAGES FOR BID PROPOSAL FORMS.

The prices submitted shall include all labor, materials, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

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

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

The undersigned further agrees that, in case of failure on his part to execute said contract and bond within ten (10) days after the award thereof, the check or bond accompanying his bid and the money payable thereon shall become the property of the Owner; otherwise, the check or bond accompanying this proposal shall be returned to the Bidder.

The Bidder declares that he understands that the quantities shown on the proposal are subject to adjustment by either increase or decrease, and that should the quantities of any of the items of work be increased, the undersigned proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, he also understands that payment will be made on actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in the quantities and that actual quantities will be determined upon completion of work, at which time adjustment will be made to the contract amount by direct increase or decrease.

Attached hereto is a bid bond or certified check on the 29th of November 2022 in the amount of Five Percent (5%) of Principal's Bid according to conditions under "Information For Bidders" and the provisions therein.

The full name and residence of persons or parties interested in the foregoing bids, as principals, are named as follows:

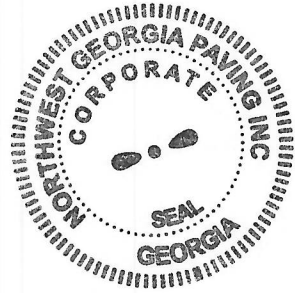
Russell Smith - 501 W. May Street, Calhoun, GA 30701

BID PROPOSAL (Continued), page 3 of 3

Date at:

Calhoun, GA

The 29th day of November, 2022



Northwest Georgia Paving, Inc.
Principal

By  SEAL

CITY OF DALTON
MILL CREEK RIVERWALK – PHASE II
BID FORMS

Bidders are cautioned that the quantities provided in Bid Item List are estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period.

Contractor shall perform their own quantity take offs for each Bid Item that includes all costs necessary to perform work. Any deviations in existing conditions that are not shown on the plans shall be brought to the attention of the Engineer of Record. Any Bid Item that is not listed in the Bid Item List but is shown on the Plan Documents shall be described and noted in the "Miscellaneous items" in the Base Bid List.

A unit price for each item offered shall be entered on the Bid Item List for each line item, and such price shall include total cost unless otherwise specified.

Bid Item 999-0001 (MONITORING, NOI, NOT, RECORD KEEPING & REPORTING NPDES to GA EPD) - A NOI is required for this project, and is the responsibility of the contractor to submit to the EPD. The Contractor shall file the NOI as the operator. The City will NOT be party to the NOI. A GSWCC certified personnel Blue Card holder must be present on site at all times to represent the contractor.

BASE BID FORM

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
TRAIL – SECTION 1					
999-0001	MONITORING, NOI, NOT, RECORD KEEPING & REPORTING NPDES to GA EPD	LS	LUMP	6,600.00	6,600.00
210-0100	GRADING COMPLETE -	LS	LUMP	735,000.00	735,000.00
206-0002	BORROW EXCAV, INCL MATL	CY	300	75.00	22,500.00
310-1101	GR AGGR BASE CRS, INCL MATL	TN	1324	80.00	105,920.00
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	640	150.00	96,000.00
441-0600	CONC HEADWALLS	CY	7	3,500.00	24,500.00
550-1120	STORM DRAIN PIPE, 12 IN, H 1-10	LF	118	210.00	24,780.00
550-1240	STORM DRAIN PIPE, 24 IN, H 1-10	LF	36	375.00	13,500.00
550-1360	STORM DRAIN PIPE, 36 IN, H 1-10	LF	19	335.00	6,365.00
550-3000	ELLIPTICAL PIPE -	LF	56	310.00	17,360.00
550-3100	ELLIPTICAL SAFETY END SECTION -	EA	2	2,500.00	5,000.00
550-4212	FLARED END SECTION 12 IN, STORM DRAIN	EA	14	1,100.00	15,400.00
550-4224	FLARED END SECTION 24 IN, STORM DRAIN	EA	1	2,500.00	2,500.00
550-4236	FLARED END SECTION 36 IN, STORM DRAIN	EA	2	3,800.00	7,600.00
603-2181	STN DUMPED RIP RAP, TP 3, 18 IN	SY	144	85.00	12,240.00
603-7000	PLASTIC FILTER FABRIC	SY	369	9.00	3,321.00
603-2024	STN DUMPED RIP RAP, TP 1, 24 IN	SY	225	100.00	22,500.00
643-1132	CH LK FENCE, ZC COAT, 4 FT, 9 GA	LF	1498	24.00	35,952.00
TOTAL ON SECTION 1					1,157,038.00

Adjust Cost
 9 Mar 2014

PERMANENT EROSION CONTROL – SECTION 2					
700-6910	PERMANENT GRASSING	AC	2	2,500.00	5,000.00
700-7000	AGRICULTURAL LIME	TN	6	300.00	1,800.00
700-8000	FERTILIZER MIXED GRADE	TN	3	750.00	2,250.00
700-8100	FERTILIZER NITROGEN CONTENT	LB	100	12.00	1,200.00
700-9400	NATIVE RESTORATION AND RIPARIAN SEEDING	AC	1	7,700.00	7,700.00
716-2000	EROSION CONTROL MATS, SLOPES	SY	1475	3.50	5,162.50
TOTAL ON SECTION 2					23,112.50
TEMPORARY EROSION CONTROL – SECTION 3					
163-0232	TEMPORARY GRASSING	AC	1	3,500.00	3,500.00
163-0240	MULCH	TN	55	390.00	21,450.00
163-0301	CONSTRUCT AND REMOVE CONSTRUCTION EXITS	EA	2	3,500.00	7,000.00
163-0503	CONSTRUCT AND REMOVE SILT CONTROL GATE, TP 3	EA	8	1,500.00	12,000.00
163-0528	CONSTRUCT AND REMOVE FABRIC CHECK DAM - TYPE C SILT FENCE	LF	500	13.00	6,500.00
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE, TP A	LF	1590	0.25	397.50
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	LF	3604	0.25	901.00
165-0041	MAINTENANCE OF CHECK DAMS - ALL TYPES	LF	250	10.00	2,500.00
165-0087	MAINTENANCE OF SILT CONTROL GATE, TP 3	EA	8	150.00	1,200.00
165-0101	MAINTENANCE OF CONSTRUCTION EXIT	EA	2	1,000.00	2,000.00
165-0310	MAINTENANCE OF CONSTRUCTION EXIT TIRE WASH AREA (PER EACH)	EA	1	1,000.00	1,000.00
167-1000	WATER QUALITY MONITORING AND SAMPLING	EA	4	1,000.00	4,000.00
167-1500	WATER QUALITY INSPECTIONS	MO	12	775.00	9,300.00
171-0010	TEMPORARY SILT FENCE, TYPE A	LF	3180	13.00	41,340.00
171-0030	TEMPORARY SILT FENCE, TYPE C	LF	7208	13.00	93,704.00
643-8200	BARRIER FENCE (ORANGE), 4 FT	LF	4855	8.00	38,840.00
TOTAL ON SECTION 3					245,632.50

SIGNING AND MARKING – SECTION 4					
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	SF	32	22.00	704.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	SF	8	22.00	176.00
636-2070	GALV STEEL POSTS, TP 7	LF	204	10.00	2,040.00
652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	171	8.00	1,368.00
652-5701	SOLID TRAF STRIPE, 24 IN, WHITE	LF	8	15.00	120.00
TOTAL ON SECTION 4					4,408.00
RETAINING WALLS – SECTION 5					
999-0045	GABION WALL	SF	180	165.00	29,700.00
500-3201	CLASS B CONCRETE, RETAINING WALL	CY	54	3,100.00	167,400.00
TOTAL ON SECTION 5					197,100.00
BOARDWALK – SECTION 6					
502-1200	BRIDGE TIMBER, TREATED	MBM	2.2	5.00	11.00
502-1400	PLASTIC BRIDGE TIMBER	MBM	3.6	5.00	18.00
500-3002	CLASS AA CONCRETE	CY	2	10,500.00	21,000.00 *
511-1000	BAR REINF STEEL	LB	110	10.00	1,100.00
520-2500	PILING, TIMBER - TREATED	LF	747	34.00	25,398.00
TOTAL ON SECTION 6					47,527.00

BASE BID - TOTALS PER SECTION		
1	TRAIL	1,157,038.00
2	PERMANENT EROSION CONTROL	23,112.50
3	TEMPORARY EROSION CONTROL	245,632.50
4	SIGNING AND MARKING	4,408.00
5	RETAINING WALLS	197,100.00
6	BOARDWALK	47,527.00
TOTAL ESTIMATED CONSTRUCTION COST		1,674,818.00

SEE BID ALTERNATE (NEXT PAGE)

BID ALTERNATE BID FORM

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
TRAIL – SECTION 1					
210-0100	GRADING COMPLETE -	LS	LUMP	165,000.00	165,000.00
310-1101	GR AGGR BASE CRS, INCL MATL	TN	322	80.00	25,760.00
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	156	180.00	28,080.00
515-2020	GALV STEEL PIPE HANDRAIL, 2 IN, ROUND	LF	64	165.00	10,560.00
TOTAL ON SECTION 1					229,400.00
PERMANENT EROSION CONTROL – SECTION 2					
700-6910	PERMANENT GRASSING	AC	1	2,800.00	2,800.00
700-7000	AGRICULTURAL LIME	TN	1	280.00	280.00
700-8000	FERTILIZER MIXED GRADE	TN	1	775.00	775.00
700-8100	FERTILIZER NITROGEN CONTENT	LB	25	12.00	300.00
700-9400	NATIVE RESTORATION AND RIPARIAN SEEDING	AC	1	8,500.00	8,500.00
716-2000	EROSION CONTROL MATS, SLOPES	SY	53	3.00	159.00
TOTAL ON SECTION 2					12,814.00
TEMPORARY EROSION CONTROL – SECTION 3					
163-0232	TEMPORARY GRASSING	AC	1	3,500.00	3,500.00
163-0240	MULCH	TN	8	380.00	3,040.00
163-0300	CONSTRUCTION EXIT	EA	1	2,500.00	2,500.00
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	LF	1743	0.25	435.75
165-0101	MAINTENANCE OF CONSTRUCTION EXIT	EA	1	500.00	500.00
165-0310	MAINTENANCE OF CONSTRUCTION EXIT TIRE WASH AREA (PER EACH)	EA	1	1,000.00	1,000.00
167-1000	WATER QUALITY MONITORING AND SAMPLING	EA	4	850.00	3,400.00
167-1500	WATER QUALITY INSPECTIONS	MO	12	775.00	9,300.00
171-0030	TEMPORARY SILT FENCE, TYPE C	LF	3485	11.00	38,335.00
643-8200	BARRIER FENCE (ORANGE), 4 FT	LF	1684	10.00	16,840.00
TOTAL ON SECTION 3					78,850.75

SIGNING AND MARKING – SECTION 4					
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	SF	16	20.00	320.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	SF	3.2	20.00	64.00
636-2070	GALV STEEL POSTS, TP 7	LF	108	10.00	1,080.00
652-5701	SOLID TRAF STRIPE, 24 IN, WHITE	LF	8	21.00	168.00
				TOTAL ON SECTION 4	1,632.00
PEDESTRIAN BRIDGE – SECTION 5					
207-0203	FOUND BKFILL MATL, TP II	CY	9	650.00	5,850.00
500-3002	CLASS AA CONCRETE	CY	15	3,800.00	57,000.00
511-1000	BAR REINF STEEL	LB	2754	1.00	2,754.00
534-1000	PEDESTRIAN OVERPASS BRIDGE, STA	LS	1	155,000.00	155,000.00
603-2024	STN DUMPED RIP RAP, TP 1, 24 IN	SY	101	115.00	11,615.00
603-7000	PLASTIC FILTER FABRIC	SY	101	45.00	4,545.00
				TOTAL ON SECTION 5	236,764.00

BID ALTERNATE - TOTALS PER SECTION		
1	TRAIL	229,400.00
2	TEMPORARY EROSION CONTROL	12,814.00
3	PERMANENT EROSION CONTROL	78,850.75
4	SIGNING AND MARKING	1,632.00
5	PEDESTRIAN BRIDGE	236,764.00
TOTAL ESTIMATED CONSTRUCTION COST		559,460.75

STATE OF GEORGIA
WHITFIELD COUNTY
CITY OF DALTON

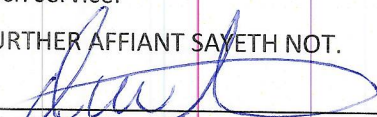
VENDOR AFFIDAVIT AND AGREEMENT (E-Verify)

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 City of Dalton, Georgia has registered with and is participating in a federal work authorization program and will continue using the program throughout the contract period 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.

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 the City of Dalton, 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 City of Dalton, Georgia at the time the subcontractor(s) is retained to perform such service.

FURTHER AFFIANT SAYETH NOT.



BY: Authorized Officer or Agent
Northwest Georgia Paving, Inc.

11/29/2022

Date

03/31/2008

Authorization Date for EEV Program
110560

Employment Eligibility (EEV) #

Contractor Name

President

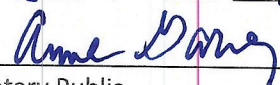
Title of Authorized Officer or Agent of Contractor

Russell Smith

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me

This 29th day of November, 20 22



Notary Public

My Commission Expires: 4/25/24

*MUST BE NOTARIZED



*Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

Request for Taxpayer Identification Number and Certification

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

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
NORTHWEST GEORGIA PAVING, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

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

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
501 W. MAY STREET

6 City, state, and ZIP code
CALHOUN, GA 30701

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-				
--	--	--	---	--	--	--	--

or

Employer identification number

5	8	-	0	8	3	6	8	7	0
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

Sign Here Signature of U.S. person ▶ 

Date ▶ **11/29/22**

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

WORKERS' COMPENSATION INSURANCE AFFIDAVIT

Vendor/Contractor Name: Northwest Georgia Paving, Inc. **Vendor Number:** _____

Address: 501 W. May Street, Calhoun, GA 30701

Contact: Lisa Callaway **Phone No.:** 706-629-8255

Vendor/Contractor is: (check the appropriate box)

- 1. An employer that employs two or more persons, part-time or full-time.
- 2. A sole proprietor with no employees*
- 3. A sole proprietor with two employees who has filed a Form WC-10 with contractor's insurance company making election to be included as an employee for workers' compensation purposes.
- 4. A partnership of less than three partners and no employees.
- 5. A partnership with less than three employees but whose combined total of employees and partners includes three or more persons and the partners have filed a Form WC-10 with contractor's insurance company making election to be included as an employee for workers' compensation purposes.
- 6. A corporation or limited liability company with less than three employees but whose combined total of employees, officers and/or members includes three or more persons.

If box Nos. 1, 3, 5, or 6 was checked above, please fill out the following insurance information:

Workers Compensation Insurance Company
Name: NW GA Paving Inc

Workers Compensation Insurance Policy No. WCC-Z51-292215-032

Expiration Date 05/01/2023

If self-insured, SBWC ID# _____

By executing this affidavit, the undersigned verifies that the information supplied above is true and correct.

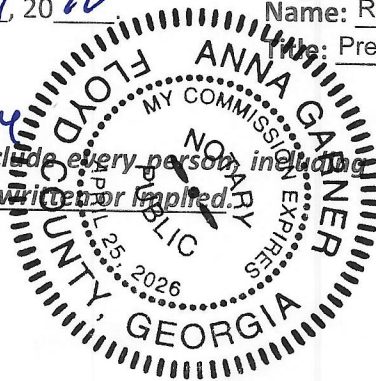
Sworn to this 29th day of November 20 22

Subscribed and sworn before me,
on this 29th day of November, 20 22

Signature: [Signature]
Name: Russell Smith
Title: President

Anne Garney
Notary Public exp. 4/25/24

* "Employee" shall include every person, including minors, working full-time or part-time under a contract of hire, written or implied.



7. **CONTRACT**, page 1 of 2

THIS AGREEMENT made this the _____ day of _____, _____, by
and between the CITY OF DALTON, GEORGIA, hereinafter called "Owner",

and _____
a contractor doing business as an individual, a partnership, or a corporation* of the City
of _____, County of _____, and State of _____

hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees to commence and complete the construction of the project entitled:

MILL CREEK RIVERWALK – PHASE II

hereinafter called the "Project", for the base bid sum of _____ Dollars and optional bid alternate sum of _____ dollars and all extra work in connection therewith, under the terms as stated in the Contract Documents, and at his (*its or their*) own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the proposal, the General Conditions of the Contract, the specifications and contract documents therefore as prepared by the Owner and as enumerated in Paragraph 2 of the General Conditions, all of which are made a part hereof and collectively constitute the Contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner. The Contractor further agrees to pay as liquidated damages the sum of \$300.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions under "Time of Completion and Liquidated Damages."

*Strike out inapplicable terms.

The Owner agrees to pay the Contractor in current funds for the performance of the contract, subject to additions and deductions as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in "Payments to Contractor," of the General Conditions.

IN WITNESS WHEREOF, the parties to those presents have executed this contract in five (5) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

ATTEST:

City Clerk

Witness

ATTEST:

Secretary

Witness

CITY OF DALTON, GEORGIA

By: _____ SEAL

Title

CITY OF DALTON, GEORGIA

By: _____ SEAL

Title

Secretary of Owner should attest. If Contractor is corporation, secretary should attest. Give proper title of each person executing contract.

8. CONTRACTOR AFFIDAVIT AND AGREEMENT

EXHIBIT A
CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

110560
EEV/Basic Pilot Program* User Identification Number

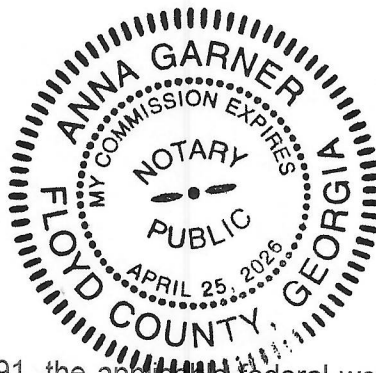
[Signature]
BY: Authorized Officer or Agent (Contractor Name) Date 11/29/2022

President
Title of Authorized Officer or Agent of Contractor

Russell Smith
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 29th DAY OF November, 2022

[Signature]
Notary Public
My Commission Expires: exp. 4/25/24



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the

U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

APPENDIX I – EXAMPLE BONDS

CONSTRUCTION PAYMENT BOND

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

CONTRACTOR (*Name and Address*):

OWNER (*Name and Address*):

CITY OF DALTON
P.O. BOX 1205
DALTON, GEORGIA 30722

CONSTRUCTION CONTRACT:

Date: _____

Amount: _____

Description (*Name and location*):

MILL CREEK RIVERWALK – PHASE II

SURETY (*Name and Principal place of Business*):

BOND:

Date: _____

Amount: _____

Bond Number: _____

EXAMPLE CONSTRUCTION PAYMENT BOND (Continued), page 2 of 4

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner and for the use and protection of all subcontractors and persons supplying labor, materials, machinery, and
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (*at the address described in Paragraph 11*) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligations to Claimant unless the Claimant has substantially complied with the requirements of O.C.G.A. 36-82-104 by giving the notices provided for therein. Each Claimant failing to substantially comply with said Code Section shall be deemed to have waived the protection of the payment bond. No Claimant shall file an action for payment against the Owner, Contractor or Surety, except in accordance with this section.
 - 4.1. Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (*at the address described in Paragraph 12*) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with the Contractor:
 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety (*at the address described in Paragraph 12*) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

EXAMPLE CONSTRUCTION PAYMENT BOND (Continued), page 3 of 4

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1. Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and that basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action on this bond shall be instituted by a Claimant after expiration of one (1) year from the completion of the contract and the acceptance of the work by the public entity responsible therefor.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on this Bond.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in the 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. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

- 15.1. Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- 15.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____

Company: _____

_____ (Corp. Seal)

_____ (Corp. Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

CONSTRUCTION PERFORMANCE BOND

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

CONTRACTOR (Name and Address):

OWNER (Name and Address):

CITY OF DALTON
P.O. BOX 1205
DALTON, GEORGIA 30722

CONSTRUCTION CONTRACT:

Date: _____
Amount: _____

Description (Name and location):

MILL CREEK RIVERWALK – PHASE II

SURETY (Name and Principal place of Business):

BOND:

Date: _____
Amount: _____
Bond Number: _____

EXAMPLE CONSTRUCTION PERFORMANCE BOND, page 2 of 4

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2. The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1. Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or

EXAMPLE CONSTRUCTION PERFORMANCE BOND, page 3 of 4

2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
 - 6.1. The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2. Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time to the Construction Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

EXAMPLE CONSTRUCTION PERFORMANCE BOND, page 4 of 4

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

- 12.1. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 12.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 12.3. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
- 12.4. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____
_____ (Corp. Seal)

Company: _____
_____ (Corp. Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____



**CITY OF DALTON
VISIT THE WEBSITE FOR BIDDING
OPPORTUNITIES**

Website: (<https://www.daltonga.gov>)

Bidder must register with City of Dalton.

Email contact information vendor@daltonga.gov

**INVITATION TO
BID**

Bidder's Sealed Envelope shall be marked with the following information:

MILL CREEK RIVERWALK - PHASE II

City of Dalton Finance Department
300 West Waugh Street, Dalton, Georgia 30720

SCHEDULE OF EVENTS

DATES

Optional Pre-Bid Conference will be held at Dalton City Hall, Second Floor Conference Room:
300 W. Waugh Street
Dalton, Georgia 30720

**Wednesday,
November 2, 2022
at 2:00 pm**

Deadline for clarifications and questions.
All questions must be emailed to Allen Peterfreund, PE, allen.peterfreund@acp-ga.com

**Tuesday,
November 8, 2022 at
12:00 pm**

Clarifications and Questions will be posted on the City of Dalton's Website:
(<https://www.daltonga.gov>) as needed.

Deadline for Bid: Submittals delivered in person or mailed. **Submit 4 Copies**
Dalton City Hall, City Finance Department, 300 West Waugh Street, Dalton, Georgia 30720

**Tuesday,
November 15, 2022
at 9:00 pm
(Bids will be read aloud at 9:10 am
in the Dalton City Hall First Floor
Conference Room)**

INVITATION TO BID

MILL CREEK RIVERWALK – PHASE II

City of Dalton, Georgia



300 West Waugh Street, Dalton, Georgia
30720

Bid Submission Deadline: Tuesday, November 15, 2022 at 9:00 AM.

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APPENDIX

Appendix I – Example Bonds

- Example Payment Bond
- Example Performance Bond

Appendix II – Geotechnical Report

Appendix III – Permits

- GDOT Encroachment Permit
- Stream Buffer Variance Permit
- EPD Safe Dams Permit

1 INFORMATION AND INSTRUCTIONS TO BIDDERS

1.1 *Services Required:*

This Invitation to Bid (“ITB”) from qualified Bidders (“Bidder” or “Bidders”) by City of Dalton (“City”) is to procure the following Services: Construction of a 6,369 lineal feet, 8 foot wide asphalt multi-use trail along the City of Dalton property and permanent easement in Dalton, Georgia (“Project”) with a bid alternate of a 1,647 lineal feet, 8 foot wide asphalt multi-use trail along the City of Dalton property and permanent easement in Dalton, Georgia (“Alternate”). The project will require the contractor to construct an asphalt trail, an asphalt parking lot, gravity walls, gabion walls, a timber boardwalk, drainage structures and fencing with an access gate. The bid alternate will require an asphalt trail and a pre-engineered bridge. The project begins at the Eagle Scout Trail Head located at 1027 Chattanooga Avenue, Dalton, Georgia 30720 and will end at a tie in to a gravel utility drive in Haig Mill Lake Park located at 161 Shiloh Way, Dalton, Georgia 30720.

1.2 *Bid Package and Specifications:*

The bid package and specifications are available on the City of Dalton’s website: <http://www.daltonga.gov>. The project specifications are the Georgia DOT Standard Specifications for Construction of Transportation Systems, 2021 Edition, 2016 Supplemental Specification and 2010 Americans with Disabilities ACT (ADA) Standards for Accessible Design.

1.3 *Optional Pre-Bid Conference:*

A optional pre-bid conference will be held on Wednesday, November 2, 2022 at 2:00PM.

1.4 *Solicitation Method:*

This solicitation is being conducted in accordance with all applicable provisions of the City of Dalton Code of Ordinances and the Georgia Public Works Construction Law. By submitting a Bid in reference to this solicitation, a Bidder acknowledges that it is familiar with all laws applicable to this solicitation, including, but not limited to, the City’s Code of Ordinances, State of Georgia and Federal Statutes and Laws which are all incorporated into this ITB by reference.

1.5 *Minimum Qualifications:*

Each bidder shall have the minimum experience set forth in this ITB. The City is requesting bids from well-qualified contractors who have built a minimum of three (3) asphalt trail projects with a 60 foot or more in distance pre-engineered bridge. **The successful Bidder shall self-perform 51% of the work** in this contract with equipment owned by his own organization. **Successful Bidder must provide proof of company owned equipment and a list trail projects.**

1.6 *Approved Vendor with the City of Dalton:*

Bidder shall complete the City of Dalton Vendor Packet and be an approved Active Vendor with the City. Applications can be obtained from the Finance Department or online at <https://www.daltonga.gov/finance/page/purchasing-and-vendor-information>.

1.7 *No Offer by City and Firm Offer by Bidder:*

This solicitation does not constitute an offer by the City to enter into an agreement and cannot be accepted by any Bidder to form an agreement. This solicitation is only an invitation for offers from interested Bidders and no offer shall bind the City. A Bidder’s offer is a firm offer and may not be withdrawn except as provided in this ITB, and in the City’s Code of Ordinances and other applicable law. The City of Dalton reserves the right to reject any and all bids.

1.8 Bid Duration:

Bids submitted in response to this ITB must be valid for a period of **sixty (60) calendar days** from the Bid Submission Deadline and must be marked as such.

1.9 Construction Contract:

The Contract for Construction will be signed with the City of Dalton. Construction must begin within ten (10) calendar days from issuance of notice to proceed (NTP). The project must be completed with **270** calendar days from issuance of NTP.

1.10 Liquidated Damages:

As compensation for the loss to the City of Dalton, if the work is not completed and accepted by the City of Dalton on or before the completion date, contractor will pay the City of Dalton as liquidated damages the \$300.00 for each day of delay beyond the contract period.

1.11 Inspection and Testing of Materials:

Inspection and Testing of materials will be **performed and paid by the City of Dalton**. All testing and inspections will be done in accordance with the requirements outlined in the GDOT Sampling, Testing, and Inspection Guide or other industry accepted standards.

1.12 Bid Submission and Deadline:

Responses to this ITB must be received by the City of Dalton Finance Department, 300 West Waugh Street, Dalton, Georgia 30720 no later than **9:00 a.m. on Tuesday, November 15, 2022**. **Bids will be read aloud in the Dalton City Hall First Floor Conference Room**. Any Bid received after this time will not be considered and will be rejected and returned.

1.13 Solicitation Questions; Prohibited Contacts:

Any questions regarding this ITB should be submitted by email to Allen Peterfreund, PE, at allen.peterfreund@acp-ga.com on or before **Tuesday, November 8, 2022 at 12:00 pm**. Questions received after the designated period may not be considered. Responses to these questions will be posted at <https://www.daltonga.gov>. It is the responsibility of each Bidder to obtain a copy of any Addendum issued for this solicitation by monitoring the City of Dalton website. No Bidder may rely on any verbal response to any question submitted concerning this ITB. All Bidders and representatives of Bidders are strictly prohibited from contacting any other City employees, City Officials, Elected Officials, or any third-party representatives of the City on any matter having to do with this ITB. All communications by any Bidder concerning this ITB must be made to Allen Peterfreund, PE at allen.peterfreund@acp-ga.com. **Bidder's must acknowledge the Addenda.**

1.14 Ownership of Bids:

Each Bid submitted to the City will become the property of the City. The City shall not be liable for any bid preparation costs incurred by Bidder.

1.15 Georgia Open Records Act:

Information provided to the City is subject to disclosure under the Georgia Open Records Act, O.C.G.A. § 15-18-70 et. seq. Pursuant to O.C.G.A. § 50-18-72(a)(34), “[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.]”.

1.16 Insurance and/or Bonding Requirements:

The Insurance and/or Bonding requirements for any Agreement that may be awarded pursuant to this ITB are set forth in this ITB: **Insurance:** Bidder must provide a copy of a current certificate of insurance evidencing any existing commercial general liability policies issued for Bidder.

Bonding: A Bid Bond of 5%, is required at the time of the Bid. The Performance Bond of 100% and a Payment Bond of 100% are required by the most successful bidder (Not due at the time of bid). The performance bond and payment bond must be 100% of the Contract Price with a surety company satisfactory to the City. The surety company of the successful Bidder must be listed in the Federal Register and licensed to write surety insurance in the State of Georgia. Bonds given shall meet the requirements of the law of the State of Georgia including, but not limited to, O.C.G.A. §13-10-1 and §36-91-21 et seq.

The Contractor shall be required to furnish the City with satisfactory proof of coverage of the insurance specified in the General Conditions. The City of Dalton is to be named as beneficiary on all certificate of insurance policies.

1.17 Sub-contractors and Manufacturers:

Bidders are required to submit, in writing, the addresses of any proposed subcontractors or equipment manufacturers listed in the Bid and may be required to submit other material information relative to proposed subcontractors. City reserves the right to disapprove any proposed subcontractors whose technical or financial ability, or resources, or experience are deemed inadequate.

1.18 Examination of Bid Documents:

Each Bidder is responsible for examining with appropriate care the complete ITB and all Addenda and for informing itself with respect to all conditions which might in any way affect the cost or the performance of any Services. Failure to do so will be at the sole risk of the Bidder, who is deemed to have included all costs for performance of the Services in its Bid.

- A. Each Bidder shall promptly notify City in writing should the Bidder find discrepancies, errors, ambiguities or omissions in the Bid Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the ITB. Replies to such notices may be made in the form of an addendum to the ITB, which will be issued simultaneously to all potential Bidders.
- B. The City in accordance with applicable law, by addendum, modify any provision or part of the ITB at any time prior to the Bid due date and time. The Bidder shall not rely on oral clarifications to the ITB unless they are confirmed in writing by the City in an issued addendum.
- C. Each Bidder must confirm Addenda have been received and acknowledge receipt by executing the Acknowledgment of Addenda form provided with each Addendum.
- D. The CITY may waive any technicalities and formalities. The CITY reserves the right to cancel or change the ITB in its entirety. If the successful Bidder, who is awarded the contract, cannot provide to the CITY requirements to establish an agreement/contract, the CITY reserves the right to award the contract to the next firm that best meets the needs of the City.
- E. Bids may be disqualified by the City because of, but not necessarily limited to, the following reasons:
 - Failure to follow City's bid schedule.
 - Failure to return applicable compliance and/or specification sheets.
 - Failure to return applicable addenda.
 - Failure to provide information on alternates or equivalents, when allowed.
 - Failure to provide bid bond when specifically stated will result in automatic rejection.
 - Failure of bidder to sign all requested documents.
 - Failure to submit bid by deadline.
 - Failure of supplier to extend prices.

- Failure to hold firm pricing.
- Failure to meet specified delivery requirements.
- Prices for services or items that exceeds the department's budgeted amount allowed for those items.

1.19 *Illegal Immigration Reform and Enforcement Act:*

This ITB is subject to the Illegal Immigration Reform and Enforcement Act of 2011 (“Act”), formerly known as the Georgia Security and Immigration Compliance Act. Pursuant to Act, the Bidder must provide with its Bid proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. Completed Contractor Affidavit, Illegal Immigration Reform and Enforcement Act Forms must be submitted with the Bid at the time of submission. **Under state law, the City cannot consider any Bid which does not include the completed forms.** Where the business structure of a Bidder is such that Bidder is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Bidder itself. Where the business structure of a Bidder does not require it to obtain an EIN, each entity comprising Bidder must submit a separate Contractor Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Bidders intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City solicitations and their participation in those solicitations. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>. Additional information on completing and submitting the Contractor Affidavit can be found preceding this form in this ITB.

1.20 *Conflict of Interest:*

Bidders are advised to read and familiarize themselves with the conflict of interest provisions of this ITB. The City reserves the right to issue ITBs for specific projects that are independent MILL CREEK RIVERWALK – PHASE II for the City of Dalton, Georgia. Except as stated in this ITB these Instructions, and the Notice to Bidders concerning Conflicts of Interests, successful Bidders under this ITB are not precluded from responding to such solicitations.

1.21 *Codes, Permits, Fees, Licenses and Laws:*

All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Bidder. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, which shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.

1.22 *Notice of Intent:*

A Notice of Intent “NOI” is required for this project, and is the responsibility of the contractor to submit to the EPD. The Contractor shall file the NOI as the operator. The City will NOT be party to the NOI. A GSWCC certified personnel Blue Card holder must be present on site at all times to represent the contractor.

BID PACKAGE
MILL CREEK RIVERWALK – PHASE II
City of Dalton, Georgia

2 INTRODUCTION

The project consists of the construction of a 6,369 lineal feet, 8 foot wide asphalt multi-use trail along the City of Dalton property and permanent easement in Dalton, Georgia with a bid alternate of a 1,647 lineal feet, 8 foot wide asphalt multi-use trail along the City of Dalton property and permanent easement in Dalton, Georgia. The project will require the contractor to construct an asphalt trail, an asphalt parking lot, gravity walls, gabion walls, a timber boardwalk, drainage structures and fencing with an access gate. The bid alternate will requires an asphalt trail and a pre-engineered bridge. The project begins at the Eagle Scout Trail Head located at 1027 Chattanooga Avenue, Dalton, Georgia 30720 and will end at a tie in to a gravel utility drive in Haig Mill Lake Park located at 161 Shiloh Way, Dalton, Georgia 30720.

2.1 BIDDING REQUIREMENTS

All Bids shall be in accordance with the Contract Documents and the current Georgia Department of Transportation (GDOT) State of Georgia Standard Specifications - Construction of Transportation Systems 2021 Edition, and Supplemental Specifications Book 2016 edition, and applicable Special Provisions and Supplemental Specifications. 2010 Americans with Disabilities ACT (ADA) Standards for Accessible Design and Architectural Barriers ACT (ABA) Accessibility Standards.

2.2 GDOT STANDARD SPECIFICATIONS

Use this link to download the latest Georgia Department of Transportation Standard Specifications. <http://www.dot.ga.gov/PartnerSmart/Business/Source/specs/2021StandardSpecifications.pdf>

CONTROL OF MATERIALS

GDOT Section: 106

LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

GDOT Section: 107

PROSECUTION AND PROGRESS

GDOT Section: 108

MEASUREMENT AND PAYMENT

GDOT Section: 109

EROSION AND SEDIMENTATION CONTROL

GDOT Sections: 107,160,161,162, 163, 165,166,170,171,603,716

TRAFFIC CONTROL

GDOT Section: 150

WATER QUALITY MONITORING

GDOT Section: 167

CLEARING AND GRUBBING

GDOT Sections: 201,202,204,205,206,207,208

EARTHWORK

GDOT Sections: 209,210,211,212,214,215,216,217,218,219,221

GRADING COMPLETE

GDOT Sections: 109,201,202,204,205,206,207,208,209

CONCRETE STRUCTURES

GDOT Sections: 152,430,431,439,441,461,500,800,801,830,831,832,838,833,853,880,886

TIMBER STRUCTURES AND TIMBER PILES

GDOT Sections: 502, 520, 860, 861, 862, 863

PIPES AND STRUCTURES

GDOT Sections: 441,550

SIGNING AND MARKINGS

GDOT Sections: 500,636,652,653,830,870,910,911,913,914

FENCE

GDOT Section 500, 643, 645, 862, 863, 894

LANDSCAPING

GDOT Sections: 700,702,710

2.3 PROJECT SPECIFIC SPECIAL PROVISIONS

PEDESTRIAN BRIDGE

GDOT Section 534 Pedestrian Bridge

GALVANIZED CHAIN LINK FENCE

Dalton Utilities Section 323100 Galvanized Chain Link Fence

FIBER REINFORCED POLYMER (RFP) COMPOSITE STRUCTURAL SHAPES

Section 999 – Fiber Reinforced Polymer (RFP) Composite Structural Shapes

2.4 SUB-CONSULTANTS AND SUB-CONTRACTORS

- A. Consultant shall ensure the responsibility standards for each of its Sub-Consultants and Sub-Contractors as listed below and in each part of this ITB (Invitation to Bid). Verification must include documentation that each Sub-Consultant or Sub-Contractor meets the responsibility criteria required to perform the work including any professional license, certification, insurance requirements of this ITB, any governmental agency having jurisdiction over the matter, or any law or regulation pertaining to the work or requirements. Contractor shall not furnish any statement, representation, or certification in connection with sub-consultants or sub-contractors that is materially false, deceptive, incorrect, or incomplete. Failure of the Bidder to provide information concerning the responsibility of any sub-consultant or sub-contractor may result in a finding that the Bidder is not responsible.
- B. All proposed sub-consultants and sub-contractors shall be listed in the Bidders response. Bidder shall ensure that all proposed sub-contractors have adequate personnel, past experience, adequate facilities, finances and business systems to perform the scope of services. The City reserves the right to approve all sub-contractors and sub-consultants.
- C. Consultant shall have the responsibility of verifying the existence, authenticity, and dates of expiration of all licenses required by all sub-consultants and sub-contractors engaged in the work of this ITB. The lack of a valid license for Consultant or any sub-consultant or sub-contractor shall be grounds for default, and for immediate termination for cause with prejudice as it relates to the Consultant, and the removal of any unlicensed entity from the project. In the event Consultant, a sub-consultant or sub-contractor is required to be licensed or certified as a condition precedent to providing goods or services under this ITB, the revocation or loss of such license or certification may result in immediate termination of the Consultant's contract effective as of the date on which the license or certification is no longer in effect.

2.5 INTENT TO AWARD

- A. The City reserves the right to make one (1) award or no award of the Mill Creek Riverwalk – Phase II, Dalton, Georgia 30720
- B. If the successful Bidder is terminated, the City reserves the right to make an award to the next lowest responsive and responsible Bidder.
- C. **Responsibility** - The determination of the Bidder's responsibility will be made by the City based on whether the Bidder meets the following minimum standard requirements:
 - Has the appropriate and adequate technical experience that is required.
 - Has adequate personnel and equipment to perform the work expeditiously.
 - Ability to comply with the required or proposed delivery and installation schedule.
 - Has a satisfactory record of performance.
 - The ability of Bidder to provide future maintenance and/or service.
 - Has adequate financial means to meet obligations incidental to the work.
 - Such other factors as the City deem to be pertinent to either the bid or the contract.
- D. **Responsiveness** - The determination of the Bidder's responsiveness will be made by the City based on a consideration of whether the Bidder has submitted complete bid documents meeting bid requirements without irregularities, exclusions, special conditions, or alternatives bids for any item unless specifically requested in the solicitation.



3 CONTRACT TERMS AND CONDITIONS

3.1 STATEMENT OF WARRANTY

Bidder's Statement of Warranty should include all applicable manufacturers' warranties and the Bidder's warranty in regard to equipment, materials and workmanship. This statement shall include the terms, conditions and the period of one (1) year warranty coverage. Any exclusion(s) must be clearly stated.

The successful Bidder will promptly correct all Work rejected by the City as faulty, defective, or failing to conform to the bid Specifications. The Bidder will bear all costs of correcting or replacing such rejected Work.

3.2 GENERAL CONDITIONS

OWNER

City of Dalton
300 West Waugh Street
Dalton, Georgia 30720

DESIGN ENGINEER

American Consulting Professionals, LLC
243 North Hamilton Street, Suite 2
Dalton, Georgia 30720 Allen Peterfreund, PE

It is the intent of the parties that nothing contained herein shall be interpreted to assign to the Design Engineer any status under this Contract other than that of an independent contractor.

3.3 REGULATORY REQUIREMENTS

All work shall be done in conformance with the rules and regulations of the local authority having jurisdiction. The Owner's Representative is responsible for obtaining and paying for the building permits. The Contractor is responsible for obtaining and paying for all applicable development fees and permits.

3.4 ACCESS TO THE SITE AND USE OF THE PREMISES

The space available to the Contractor for the performance of the work, either exclusively or in conjunction with others performing other construction as part of the project, is shown on the drawings.

Other areas are off limits to all construction personnel. Storage areas will be available on site.

Do not install, or allow to be installed, signs other than specified sign(s) and signs identifying the principal entities involved in the project.

Successful bidder shall coordinate with the City on permitted access points to the project work area.

3.5 PRE-CONSTRUCTION MEETING

A pre-construction meeting will be held at a time and place designated by the Project Manager, for the purpose of identifying responsibilities of the Owner's Representative and the Design Engineer's personnel and explanation of administrative procedures

The Contractor shall also use this meeting for the following minimum agenda:

- Construction schedule
- Use of areas of the site
- Delivery and storage
- Safety
- Security
- Cleaning up

The Contractor shall also provide at this meeting Subcontractor procedures relating to:

- Submittals
- Change orders
- Applications for payment.
- Record documents

Attendees shall include:

- The Primary Design Consultant and any Sub-consultants
- The Contractor and its Superintendent
- Major subcontractors, suppliers, and fabricators
- Others interested in the work

3.6 SECURITY PROCEDURES

- Limit access to the site to persons involved in the work only.
- Provide secure storage for materials for which the Owner has made payment and which are stored on site.
- Secure completed work as required to prevent loss.

3.7 COORDINATION

If necessary, inform each party involved, in writing, of procedures required for coordination; include requirements for giving notice, submitting reports, and attending meetings.

3.8 ACCESS TO WORK

The Owner, Design Engineer, and the Owner's Representative shall at all times have access to the Work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access.

3.9 SUBMITTAL PERIOD FOR PRODUCTS AND SUBSTITUTIONS

Substitutions: Where items of equipment or materials are specifically identified herein by a manufacturer's name, model, or catalog number, only such specific item may be used in the Base Bid. If the Bidder wishes to use items of equipment or materials other than those named in his Base Bid, the Bidder shall apply in writing for the Owner's approval of substitution at least ten (10) days prior to opening of bids, submitting with his request for approval complete descriptive and technical data on the items or item he proposes to furnish. Approved substitutions will be listed in the Addendum issued to all Bidders prior to opening of bids.

3.10 MEASUREMENTS AND DIMENSIONS

Before ordering material or doing work, which is dependent for proper size or installation upon coordination with conditions, the Contractor shall verify all dimensions by taking measurements at the project site and shall be

responsible for the correctness of same. No consideration will be given any claim based on the differences between the actual dimensions and those indicated on the Drawings. Any difference which may be found must be submitted to the Owner for resolution before proceeding with the Work.

If a minor change in the Work is found necessary due to actual field conditions, the Contractor shall submit detailed drawings and written notification of the problems necessitating such departure for approval by the City before making the change. If the Contractor fails to make such request, no excuse will thereafter be entertained for Contractor's failure to carry out work in the required manner or provide required guarantees, warranties, or bonds and Contractor shall not be entitled to any change in the Contract Sum or the Contract Time on account of such failure.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: Contract, Modifications issued after execution of the Contract; the General Conditions of the Contract; Supplementary Conditions; the Specifications; the Drawings; as between schedules and information given on the drawings, the schedules shall govern; as between figures given on Drawings and the scaled measurements, the figures shall govern; as between large-scale Drawings and small-scale Drawings, the larger scale shall govern.

3.11 STORAGE FACILITIES AND WORK AREAS

The Contractor shall cooperate with the Owner in any required use of its property and arrange for storage of materials on job site in such areas as are mutually agreed upon. The Contractor shall allot suitable and proper space to his Subcontractors for the storing of their materials and for the erection of their sheds and tool houses. Should it be necessary at any time to move materials, sheds, or storage platforms, the Contractor shall move same as and when directed, at his own expense.

3.12 IMPROVEMENTS ON PUBLIC PROPERTY

The Contractor shall pay all highway fees and for all damages to sidewalks, streets, or other public property, or to public utilities. Contractor shall secure all permits, authorizations, and certificates of inspection or occupancy that may be required by authorities having jurisdiction over the Work. Said certificates shall be delivered to the Owner upon completion of the Work.

The Contractor shall pay all required material disposal fees and shall dispose of all materials in accordance with all applicable laws and regulations. The Contractor shall be responsible for all costs associated with improper disposal of materials, including any clean-up costs, fines or penalties, whether levied against the Contractor or the Owner.

3.13 MANUFACTURERS' CERTIFICATIONS

The Owner may require, and the Contractor shall furnish if required to do so, certificates from manufacturers to the effect that the products or materials furnished by them for use in the Work comply with the applicable specified requirements for the materials or products being furnished.

3.14 SAMPLES

The Contractor shall furnish with reasonable promptness all samples as directed by the Owner's Representative for approval for conformance with the design concept of the Project and for compliance with the information stated in the Contract Documents. The Work shall be in accordance with approved samples.

3.15 AS-BUILT DRAWINGS

The Contractor shall, upon completion of the Work, furnish a marked set of Drawings indicating the field changes, as actually installed and as specified under these sections of the Specifications, and deliver them to the Owner.

3.16 MAINTENANCE MANUAL

Contractor shall, prior to completion of Contract, deliver to the Owner's Representative two copies of a manual, assembled and bound, presenting for the Owner's guidance full details for care and maintenance of visible surfaces.

and of equipment included in Contract. Contractor shall, for this manual, obtain from Subcontractors literature of manufacturers relating to equipment, including motors; also furnish cuts, wiring diagrams, instruction sheets and other information pertaining to same that will be useful to the Owner in over-all operation and maintenance. Where the above-described manuals and data are called for under separate sections of the Specifications, they are to be included in the manual described in this article.

3.17 ASSIGNMENT

The contract created by the award to the successful Bidder shall not be sold, not be assigned or transferred, in whole or in part hereof, by the Bidder by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of the Bidder, or with a business entity which is merged or consolidated with the Bidder or which purchases a majority or controlling interest in the ownership or assets of the Bidder without the prior written consent of the City.

3.18 NONDISCRIMINATION

Notwithstanding any other provision of the contract, during its performance the Bidder, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Contract does hereby covenant and agree, that:

No person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

In the furnishing of services or materials no person shall, on the grounds of race, color, religion, sex or national origin, be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

3.19 PERFORMANCE OF CONTRACT

The City reserves the right to enforce the Bidder's performance in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the resulting contract award. It will be understood that time is of the essence in the Bidder's performance.

The successful Bidder shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract documents to be the responsibility of others.

The Bidder accepts the relationship of trust and confidence established by the award of this solicitation. The Bidder covenants with the City to utilize its best skill, efforts and judgment in furthering the interest of the City; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the work in the best way and most expeditious and economical manner consistent with the interest of the City.

All purchases for goods or services are subject to the availability of funds for this Contract.

3.20 DEFAULT AND TERMINATION

Termination by City. The Contract resulting from this ITB shall be subject to termination by the City at any time if, in the opinion of the City, the Bidder fails to carry out the Contract provisions of any one or more of the following events:

- The default by the Bidder in the performance of any of the terms, covenants or conditions of the Contract, and the failure of the Bidder to remedy, or undertake to remedy with sufficient forces and to the City's reasonable satisfaction. The City shall provide the Bidder with notice of any conditions which violate or endanger the performance of the Contract. If, after such notice, the Bidder fails to remedy such conditions within thirty (30) days or a shorter time period as set forth in any such notice, to the satisfaction of the City, the City may exercise its option in writing to terminate the Contract without further notice to the Bidder and order the Bidder to stop work immediately, vacate the premises, and to cancel ordered products and/or services with no expense to the City.

- Bidder files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of the Bidder and such receivership is not vacated within thirty (30) days after the appointment of such receiver.
- Bidder's failure to conduct services according to the approved bid specifications.
- Bidder's failure to keep, perform, or observe any other term or condition of the Contract.
- Bidder's performance of the Contract is unreasonably delayed.
- Should the successful Bidder fail to provide the materials or services when ordered, and in accordance with the General Terms and Conditions, Specifications and any other requirements contained herein, the City reserves the right to purchase commodities or services covered by this bid elsewhere if available from an alternate source.

Termination for Convenience. The City may, at its sole option, terminate the Contract with or without cause at any time upon thirty (30) days written notice by certified mail to the Bidder without prejudice to any other right or remedy it may have.

3.21 FORCE MAJEURE

Neither party shall be held to be in breach of the Contract resulting from this ITB because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such inability with all reasonable dispatch. The COVID-19 pandemic is not considered a cause of force majeure.

3.22 WAIVER

The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver of any subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

3.23 INVOICES

Invoices and/or statements should not be faxed but signed originals must be emailed or mailed directly to:

City of Dalton

Caitlin Sharpe – Director, Dalton Parks and Recreation Department

904 Civic Drive

Dalton, Georgia 30721

Phone: 706-278-5404

csharpe@daltonga.gov

The following information must appear on all invoices submitted:

- Name and address of the successful Bidder;
- Detailed breakdown of all charges for the services or products delivered stating the applicable period of time;
- City's Purchase Order Number and Bid Package number; and
- Signature of authorized Bidder's Project Manager certifying the accuracy of the quantities presented for payment.

Invoices shall be based upon actual services rendered, actual work performance and/or products delivered.

3.24 PAYMENT

Payment shall be tendered to the successful Bidder upon acceptance and approval by the City for satisfactory compliance with the general terms, conditions and specifications of the bid; by completed services; verification

delivery of products; assurance that the product/service performs as specified and warranted; and receipt of a valid invoice.

- **Application for Payment is due on or before the first Wednesday of the month.** The Contractor shall submit an application for payment for work completed during one calendar month ending on the last day of the month. If application is received after the 1st Wednesday, payment will be paid the following month. Original invoice(s) can be mailed or emailed to: [Caitlin Sharpe, 904 Civic Drive Dalton, Georgia 30721, csharpe@daltonga.gov](mailto:Caitlin.Sharpe@daltonga.gov)

The amount of **Retainage Schedule** shall be as follows:

- Five (5%) percent of each progress payment shall be withheld as retainage for the life of the project, including change orders and other authorized additions provided in the Contract is due;
- When the Work is substantially complete (operational or beneficial occupancy) and City determines the Work to be reasonably acceptable, the Contractor shall submit an invoice or other documents as may be required and receive payment thereof within thirty (30) days. If there are any remaining incomplete minor items, an amount equal to two hundred (200%) percent of the value of each item, as determined by City, shall be withheld until such items are completed.
- This Contract is governed by O.C.G.A. § 13-10-2-80, which requires that the Contractor, within ten(10) days of receipt of retainage from City, pass through payments to Subcontractors and reduce each Subcontractor's retainage accordingly. The Code provision also requires Subcontractors to pass through payments to Lower Tier Subcontractors and reduce each lower tier contractor's retainage. Therefore, City, in its discretion, may require the Contractor to submit satisfactory evidence that all payrolls, material bills, or other indebtedness connected with the Work have been paid before making any payment.
- Within sixty (60) days after the Work is fully completed and accepted by City, the balance due hereunder shall be paid; provided, however, that final payment shall not be made until said Contractor shall have completed all work necessary and reasonably incidental to the Contract, including final cleanup and restoration. All claims by the Contractor for breach of contract, violation of state or federal law or for compensation such claims shall be forever barred. 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 City.

3.25 SUBSTANTIAL COMPLETION

Substantial Completion shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the City can enjoy beneficial use and occupancy of the Work and can utilize the Work for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion.

3.26 BONDING AND INSURANCE REQUIREMENTS

A. Bonding

1. **BID BOND:** Bidders shall post a bid bond, certified check or money order made payable to the City in the amount of five percent (5%) of the bid price.
2. Whenever a bond is provided, it shall be executed by a Surety licensed to write surety insurance in the State of Georgia.
3. **PERFORMANCE BOND/ PAYMENT BOND:** Bidder shall give a Contract Performance bond and a Payment bond of one hundred percent (100%) of the bid price, for the use of all persons doing work or furnishing skills, tools, machinery, or materials under or for the purpose of the resulting Contract, in accordance with the applicable provisions of Georgia state law, including but not limited to, O.C.G.A. § 13-10-1 and § 36-91-21 et seq. The life of these bonds shall extend through the life of the Contract including a sixty (60) day maintenance period (where applicable) and a twelve month (12) guarantee period after the completion of Work performed under the resulting Contract.

4. It is further agreed between the parties hereto that if at any time after the execution of the Contract and the surety bonds, the City 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 its sole expense and within five (5) days after the receipt of notice from the City to do so, furnish additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the City.

B. INDEMNIFICATION

Bidder shall agree to indemnify, defend, save and otherwise hold harmless City of Dalton, its elected and appointed officials, departments, agencies, boards, authorities, directors, officers, employees, and volunteers against and/or from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs, attorneys' fees and any other costs associated and/or related in any way to any claim or litigation for or on account of any property damage, injury or death to any person or action related to such brought by any person and/or estate which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract, except to the extent that such loss results from the sole negligent act of City of Dalton. This indemnity provision shall include activities required for compliance with all applicable environmental laws, ordinances, and regulations in effect during the term of this Agreement and continue for a period of two years after termination thereof. The successful Bidder shall agree to protect City of Dalton from claims involving infringements of patents and/or copyrights. The unauthorized use of patented articles is done at the risk of the Bidder. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation laws of the State of Georgia or arising out of the failure of such vendor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is agreed that Bidder will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Bidder shall agree to waive all rights of subrogation and/or financial recovery of any kind in favor of City of Dalton its departments, all elected and appointed officials, to include, but not limited to, its commissioners, directors, officers, agents, boards, volunteers and employees for losses arising or alleged to have arisen out of any work performed in relation to the contract.

Bidder shall procure and maintain, until all of their obligations including any warranty periods under the Contract have been satisfied or otherwise discharged, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Bidder, Bidder's agents, representatives, employees or subcontractors.

C. INSURANCE

The insurance requirements herein are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City of Dalton in no way warrants that the minimum limits contained herein to be sufficient to protect the Bidder from liabilities that might arise out of the performance of the work under the contract by the Bidder, its agents, representatives, employees or subcontractors. Bidder is free to purchase additional insurance.

Bidder shall complete the City of Dalton Vendor Packet and be an approved Active Vendor with the City. Applications can be obtained from the Finance Department or online at <https://daltonga.gov/finance/page/vendor-packets>.

MINIMUM SCOPE AND LIMITS OF INSURANCE (Bidder shall provide coverage with limits of liability not less than those stated below.)

1. **Comprehensive or Commercial form General Liability Insurance - Limits of Liability**
 - i. \$2,000,000.00 General Aggregate
 - ii. \$1,000,000.00 Each Occurrence - combined single limit for bodily injury and property damage.
2. **Business Automobile Liability Insurance - Limits of Liability**
 - i. \$1,000,000.00 Each Accident - combined single limit for bodily injury and property damage to include uninsured and underinsured motorist coverage
3. **Worker's Compensation:**
 - i. Worker's Compensation Statutory Limits

ii. Employer's Liability

1. Bodily Injury by Accident - \$100,000 each accident
2. Bodily Injury by Disease - \$500,000 policy limit
3. Bodily Injury by Disease - \$100,000 each employee

4. **Course of Construction Insurance - 100% of the completed value of the work.**

5. **Professional Service Insurance-Errors & Omissions - Including consultants, counselors, engineers, attorney, accountants, etc.**

- i. Minimum \$1,000,000 per claim.

6. **Cancellation Notice:**

With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to City. Such notice shall be sent by certified mail, return receipt requested directly to City.

7. **Acceptability of Insurers:**

Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Georgia with an "A.M. Best" rating of not less than A- VII. City of Dalton in no way warrants that the above-required minimum insurer rating is sufficient to protect the Bidder from potential insurer insolvency.

8. **Verification of Coverage:**

Bidder shall furnish City of Dalton with certificates of insurance as required by the Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates of insurance and endorsements are to be received and approved by City of Dalton before work commences. Each insurance policy required by the Contract must be in effect at or prior to commencement of work under the contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by the Contract, or to provide evidence of renewal, is a material breach of contract.

9. **Insurance Approval:**

Any modification or variation from the insurance requirements in the contract shall be made by City of Dalton whose decision shall be final. Such action may or may not require a formal Contract amendment or may be made by administrative action.

City of Dalton contacts all listed Brokers and/or Insurance Carriers to verify coverages and endorsements. Any mistakes on the Certificate of Insurance and/or Endorsements may be addressed at such time as well.

10. **SubContractor:**

It is the sole responsibility of the general Bidder to ensure all subcontractors working under the general Bidder have separately procured any and all types and limits of insurance that is required under any and all pertinent local, state, federal, ordinances or resolutions that is suitable for the particular trade that the sub-Bidder is performing. It is also the sole responsibility of the general and/or prime Bidder to ensure any and all subcontractors or vendors carry types and limits of insurance not less than those listed herein and that the subcontractors and/or vendors carry and/or procure endorsements to waive all subrogation rights against and name "City of Dalton, its appointed and elected Officials, departments, agencies, boards, commissions, its officers, agents, employees and volunteers" as additional insureds.

4 PROJECT SPECIFIC SPECIAL PROVISIONS

Included as part of the ITB and attached are as follows:

Section 534 – Pedestrian Bridge

Section 323100 – Galvanized Chain Link Fence

Section 999 – Fiber Reinforced Polymer (RFP) Composite Structural Shapes

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

Section 534—Pedestrian Pre-Engineered Bridge

534.1 General Description

This Specification covers the design, materials, fabrication, transportation, erection, measurement, and payment for a Pedestrian Bridge complete in place.

534.1.01 Definitions

The Pedestrian Bridge is that portion of the bridge above the top of the cap, excluding cheek walls, and consists of a simply supported, open top, steel through-truss span that is compatible with the bridge substructure. The Pedestrian Bridge includes anchor bolts, bearing assemblies, composite deck and concrete surface per manufacturer requirements.

534.1.02 Related References

A. Standard Specifications

Section 105—Control of Work

Section 106—Control of Materials

Section 500—Concrete Structures

Section 501—Steel Structures

Section 511—Reinforcement Steel

B. Referenced Documents

AASHTO Standard Specifications for Highway Bridges, 34th Edition, 2014 as indicated on the Plans.

AASHTO LRFD Specifications for Design of Pedestrian Bridges, 2nd Edition

AASHTO LRFD Bridge Design Specifications, Customary U.S. Units, 7th Edition

American Institute of Steel Construction (AISC), Manual of Steel Construction, 13th Edition.

534.1.03 Submittals

A. Plans

Submit plans, calculations, and specifications to the Engineer for approval prior to beginning fabrication and construction. Sign and seal plans, calculations, and specifications by a registered professional engineer currently licensed to practice in the State of Georgia.

B. Contractor and Fabricator Qualifications

Contractor or Subcontractor Must Have a Minimum five (5) years experience in Steel Bridge Fabrication and a minimum of five (5) successful bridge projects, of similar construction, each of which has been in service at least three (3) years. List the location, bridge size, owner, and a contact for reference for each project.

Bridge(s) shall be fabricated by a fabricator who is currently certified by the American Institute of Steel Construction to have the personnel, organization, experience, capability, and commitment to produce fabricated structural steel for the category “Major Steel Bridges” as set forth in the AISC Certification Program. Quality control shall be in accordance with procedures outlined for AISC certification.

534.2 Design Criteria

A. Geometry

Provide the following:

1. Inside clear width between handrails of 8'- 0", as shown on the Plans.
2. The length as shown on the Plans.

B. Loading

Include the following loads in the design:

1. Self-weight.
2. Uniformly distributed load of 90 pounds per square foot (4.07 kN/m²).
3. A moving concentrated load equal to AASHTO 2.5 Ton Max load, 4000lb max axle loading; no impact. Per Structural Design.

534.3 Materials

A. Structural Steel

Use unpainted structural steel.

Fabricate structural steel in accordance with ASTM A 709 Grade 50W (A 709M Grade 345) for plates and structural shapes, and ASTM A 606 (A 606M) or ASTM A 847 (A 847M) for tubular sections.

Minimum yield strength is equal to or greater than 50,000 psi (345 MPa).

The minimum material thickness for structural steel members shall be in accordance with the provisions of Article 10.8 of the AASHTO Standard Specification for Highway Bridges except that the minimum material thickness of closed structural tubular members is 1/4 inch (6 mm).

B. Concrete

Use Class A concrete placed in accordance with the Plans. (3500 psi @ 28days)

All exposed concrete faces shall have an Ashlar Form Liner Finish.

C. Composite Steel Floor Deck

Use a galvanized steel composite floor deck with a minimum thickness of .0336 inch (.85mm) (22 gage). Manufacture the composite floor deck by a member of the Steel Deck Institute.

D. Bolts

Bolt field splices with type 3 High Strength ASTM A 325 (A 325M) or ASTM A 490 (A 490M) bolts.

E. Accessories

1. Railing

Use railings with a smooth outside surface without protrusions and depressions. Attach railing forty two (42) inches (1067 mm) above the floor deck in accordance with the AASHTO Specifications. Grind-smooth the ends of all angles that are provided as part of the railing assembly. Use only tubes with closed ends.

4. Toe Plate

Attach a five (5) inch (125 mm) steel channel two (2) inches (50 mm) above the floor deck.

534.4 Construction Requirements

534.4.01 Personnel

General Provisions 101 through 150.

534.4.02 Equipment

General Provisions 101 through 150.

534.4.03 Preparation

General Provisions 101 through 150.

534.4.04 Fabrication

A. Fabrication

- 1. Workmanship

Perform the fabrication, welding, shop connections, and workmanship in accordance with Section 501 of the Georgia

- 2. D.O.T. Specifications.

Welding

Perform all field welding by certified welders that have in their possession a current welding certification card issued by the Georgia D.O.T. Office of Materials and Research and in accordance with section 501 of the Georgia D.O.T. Specifications.

- 3. Camber

Fabricate each truss to produce a 1.0% positive camber after all dead loads have been applied.

- 4. Finish

Sand blast all prominently exposed surfaces of weathering steel in accordance with the Steel Structures Painting Council (SSPC) Surface Preparation Specification No. 6 "Commercial Blast Cleaning". Finish per plans is shown as weathered steel.

B. Delivery and Erection

- 1. Notify the Project Engineer two weeks in advance of delivery of the bridge superstructure unit.
- 2. Install anchor bolts in accordance with the manufacturer's recommendations.

534.4.05 Quality Assurance

Furnish a warranty against defects in material and workmanship for a period of ten (10) years from the manufacturer.

534.4.06 Contractor Warranty and Maintenance

General Provisions 101 through 150.

534.5 Measurement

This work will be measured for payment on a Lump Sum basis, complete and accepted in place.

534.6 Payment

This work will be paid for at the Contract Price per pedestrian bridge complete in place. Payment includes all material (structural steel, high strength bolts, composite steel deck forms, concrete, bearing assemblies, anchor bolts, and labor, equipment, and crane necessary to complete the fabrication and installation of bridge.

Payment will be made under:

Item No. 534	Pedestrian Bridges	Lump Sum
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DALTON UTILITIES

SPECIAL PROVISION

Section 323100 – Galvanized Chain Link Fence

Scope:

The work under this Section consists of furnishing all labor, equipment and materials required to install galvanized coated chain link fencing and accessories as shown in the plans and as specified. An electronic gate shall be install at approximate station 57+14.00 (Const. Baseline of Main Alignment) as shown in the plans. Gate shall be card operated with the ability to open from remote location.

Submittals:

- A. Changes in specifications may not be made after the bid date.
- B. Shop drawings: Layout of fences and gates with dimensions, details, and finishes of components, accessories, and post foundations.
- C. Product data: Manufacturer's catalog cuts indicating material compliance and specified

Warranty:

- A. Provide Manufacturer's standard 12 year limited warranty.

Products:

- A. Manufacturer:
 - 1. Products from qualified manufacturers having a minimum of five years' experience manufacturing galvanized coated chain link fencing will be acceptable by the Owner as equal, if approved in writing, fourteen days prior to bidding, and if they meet the following specifications for design, size gauge of metal parts and fabrication.
 - 2. Obtain chain link fences and gates, including accessories, fittings, and fastenings, from a single source.
 - 3. Approved Manufacturer: Master Halco, Inc., or approved equal.

Master Halco
4000 W. Metropolitan Drive, Suite 400
Orange, CA 92868
Phone (800) 229-5615 Fax (714) 385-0107
- B. Chain Link Fence Fabric:
 - 1. Galvanized wire: Zinc coated Wire, ASTM A 392 – 2.0 oz/sf. [Wire Spec-A817-83, Class 1 or Class 2.
 - 2. Size: Helically wound and woven to height of 8-feet as indicated on drawings with 2-inch diamond mesh, 9 gauge, with a wire diameter of 0.148-inchs and a breakload of 1000 lbf.
 - 3. Selvage of fabric shall be twisted at one selvage and knuckled at other selvage.
- C. Steel Fence Framing:
 - 1. Steel pipe - Type I: ASTM F 1083, standard weight schedule 40; minimum yield strength of 30,000 psi (205 MPa); sizes as indicated. Hot-dipped galvanized with minimum average 1.8 oz/ft² (550 g/m²) of coated surface area.

2. Steel pipe - Type II: Cold formed and welded steel pipe complying with ASTM F 1043, Group IC, with minimum yield strength of 50,000 psi (344 MPa), sizes as indicated. Protective coating per ASTM F 1043, external coating Type B, zinc with organic overcoat, 0.9 oz/ft² (270 g/m²) minimum zinc coating with chromate conversion coating and verifiable polymer film. Internal coating Type B, minimum 0.9 oz/ft² (270 g/m²) zinc or Type D, zinc pigmented, 81% nominal coating, minimum 3 mils (0.08 mm) thick.
3. Formed steel ("C") sections: Roll formed steel shapes complying with ASTM F 1043, Group II, 45,000 psi (310 MPa) minimum yield strength steel; sizes as indicated. External coating per ASTM F 1043, Type A, minimum average 2.0 oz/ft² (601 g/m²) of zinc per ASTM A 123, or 4.0 oz/ft² (1220 g/m²) per ASTM A 525.
4. Steel square sections: [ASTM A 500, Grade B] Steel having minimum yield strength of 40,000 psi (275 MPa); sizes as indicated. Hot-dipped galvanized with minimum 1.8 oz/ft² (550 g/m²) of coated surface area.
5. End and Corner Post:
 - a. Outside Diameter: 2.875-inches
 - b. Wall Thickness: 0.203-inches
 - c. Weight: 9.11 lbs/ft
6. Line Post:
 - a. Outside Diameter: 2.375-inches
 - b. Wall Thickness: 0.154-inches
 - c. Weight: 3.65 lbs/ft
7. Rails and Braces:
 - a. Outside Diameter: 1.660-inches
 - b. Wall Thickness: 0.140-inches
 - c. Weight: 2.27 lbs/ft

Gates shall be installed where shown on the Drawings. The barbed wire supporting arms shall be extra long, galvanized pressed steel sleeve clamped to the top of each line post so as to incline outward at a 45° angle. Arms shall be formed with tongue for permanently attaching barbed wire topping. Arms shall be of sufficient strength to withstand a weight of 200 lbs. applied at the outer barbed wire strand.

D. Accessories:

1. Chain link fence accessories: [ASTM F 626] Provide items required to complete fence system. Galvanize each ferrous metal item and finish to match framing. Fittings should match Master Halco specifications.
2. Card operated slide gates shall be cantilever type full width of the road. The gates shall be aluminum enclosed roller bearing type, factory lubricated with sealed bearings. The gate shall be supported entirely at the top. The one-piece track/frame member shall be a thick walled extrusion of corrosion resistant aluminum alloy, welded to the all-aluminum gate frame. Fabric shall be secured on all sides with tension rods and clips. The gate operator shall be Stanley Model ASJH or equal with card reader and magnetic vehicle detector, control system as shown on the Drawings. The gate motor shall be sized to properly operate the gate.. The gate and operator shall be furnished by and be the responsibility of the same manufacturer and the operator must be compatible with existing operators. Furnish arms and three strands of barbed wire for the top of the gate.
3. The gate operator shall be arranged with an exterior hand-automatic-off switch enclosed in a lockable NEMA 4 control box located at the gate operator. On automatic, the sliding gate shall operate as follows:
 - a. Entry:
 - Open from remote signal from existing Laboratory building and/or control room in fine screen building.
 - Open with card reader on pedestal.

- Close with loop detector. (Loop wiring in asphalt drive.)
 - Close with time delay relay. (When vehicle does not pass over loop.)
- b. Exit:
- Open with loop detector. (Loop wiring in asphalt drive.)
 - Close with loop detector. (Loop wiring in asphalt drive.)
 - Gate operator shall have local disconnect as required by electrical specifications.
4. Post caps: Formed steel or cast malleable iron weather tight closure cap for tubular posts. Provide one cap for each post. Cap to have provision for barbed wire when necessary. "C" shaped line post without top rail or barbed wire supporting arms do not require post caps. (Where top rail is used, provide tops to permit passage of top rail.)
 5. Top rail and rail ends: Pressed steel per ASTM F626, for connection of rail and brace to terminal posts.
 6. Top rail sleeves: 7" (178 mm) expansion sleeve with a minimum .137" wire diameter and 1.80" length spring, allowing for expansion and contraction of top rail.
 7. Wire ties: 9 gauge [0.148" (3.76 mm)] galvanized steel wire for attachment of fabric to line posts. Double wrap 13 gauge [0.092" (2.324 mm)] for rails and braces. Hog ring ties of 12-1/2 gauge [0.0985" (2.502 mm)] for attachment
 8. Brace and tension (stretcher bar) bands: Pressed steel, minimum 300 degree profile curvature for secure fence post attachment. At square post provide tension bar clips.
 9. Tension (stretcher) bars: One piece lengths equal to 2 inches (50 mm) less than full height of fabric with a minimum cross-section of 3/16" x 3/4" (4.76 mm x 19 mm). Provide tension (stretcher) bars where chain link fabric meets terminal posts.
 10. Tension wire: Galvanized coated steel wire, 6 gauge, [0.192" (4.8 mm)] diameter wire with tensile strength of 75,000 psi (517 MPa).
 11. Truss rods & tightener: Steel rods with minimum diameter of 5/16" (7.9 mm). Capable of withstanding a tension of minimum 2,000 lbs.
 12. Barbed wire:[ASTM A 121] Class 3, zinc coated steel wire double-strand, 12-1/2 gauge [0.099" (2.51mm)] twisted line wire with galvanized steel, 4 point barbs spaced approximately 5" (127mm) on center.
 13. Barbed wire supporting arms: Pressed steel arms with provisions for attaching 3 rows of barbed wire. Arms shall withstand 250 lb. (113.5kg) downward pull at the outermost end of arm without failure.
 - a. Provide [45°] [3 strands, single arm] [and] [6 strands double "V" arms].
 - b. Provide intermediate arms with hole for passage of top rail.
 14. Nuts and bolts are galvanized.

Standard –PDS (self-locking using horizontal bottom channel system)

E. Setting Materials:

1. Concrete: Minimum 28 day compressive strength of 3,000 psi (20 MPa).

OR

2. Drive Anchors: Galvanized angles, ASTM A 36 steel 1" x 1" x 30" (25 mm x 25 mm x 762 mm) galvanized shoe clamps to secure angles to posts.

Execution:

A. Examination

1. Verify areas to receive fencing are completed to final grades and elevations.
2. Ensure property lines and legal boundaries of work are clearly established.

B. Chain Link Fence Framing Installation

1. Install chain link fence in accordance with ASTM F 567 and manufacturer's instructions.
2. Locate terminal post at each fence termination and change in horizontal or vertical direction of 30° or more.
3. Space line posts uniformly [at 10' (3048 mm) on center].
4. Concrete set [terminal] [and] [gate] posts: Drill holes in firm, undisturbed or compacted soil. Holes shall have diameter 4 times greater than outside dimension of post, and depths approximately 6" (152 mm) deeper than post bottom. Excavate deeper as required for adequate support in soft and loose soils, and for posts with heavy lateral loads. Set post bottom 36" (914 mm) below surface when in firm, undisturbed soil. Place concrete around posts in a continuous pour. Trowel finish around post. Slope to direct water away from posts.
5. Drive Anchor [line] posts: With protective cap, drive post 36" (914 mm) into ground. Slightly below ground level install drive anchor shoe fitting. Install 2 diagonal drive anchors and tighten in the shoe.
6. Check each post for vertical and top alignment, and maintain in position during placement and finishing operations.
7. Bracing: Install horizontal pipe brace at mid-height for fences 6' (1829 mm) and over, on each side of terminal posts. Firmly attach with fittings. Install diagonal truss rods at these points. Adjust truss rod, ensuring posts remain plumb.
8. Tension wire: Provide tension wire at bottom of fabric [and at top, if top rail is not specified]. Install tension wire before stretching fabric and attach to each post with ties. Secure tension wire to fabric with 12-1/2 gauge [0.0985" (2.502 mm)] hog rings 24" (610 mm) oc.
9. Top rail: Install lengths, 21' (6400 mm). Connect joints with sleeves for rigid connections for expansion/contraction.
10. Center Rails (for fabric height 12' (3658 mm) and over). Install mid rails between posts with fittings and accessories.
11. Bottom Rails: Install bottom rails between posts with fittings and accessories.

C. Chain Link Fabric Installation

1. Fabric: Install fabric on security side and attach so that fabric remains in tension after pulling force is released. Leave approximately 2" (50 mm) between finish grade and bottom selvage. Attach fabric with wire ties to line posts at 15" (381 mm) on center and to rails, braces, and tension wire at 24" (600 mm) on center.
2. Tension (stretcher) bars: Pull fabric taut; thread tension bar through fabric and attach to terminal posts with bands or clips spaced maximum of 15" (381 mm) on center.

D. Accessories

1. Tie wires: Bend ends of wire to minimize hazard to persons and clothing.
2. Fasteners: Install nuts on side of fence opposite fabric side for added security.
3. Barbed wire: Uniformly space parallel rows of barbed wire on security side of fence. Pull wire taut and attach in clips or slots of each extension.

Clean Up:

Clean up debris and unused material, and remove from the site.

Payment:

No separate payment will be made for the work of this Section unless specifically noted. The cost of the work, and all cost incidental thereto, shall be included in the Proposal.

END OF SECTION

SPECIAL PROVISION

Section 999 – Fiber Reinforced Polymer (FRP) Composite Structural Shapes

SPECIAL PROVISION 999.0045 – FIBER REINFORCED POLYMER (FRP) COMPOSITE STRUCTURAL SHAPES

SECTION 999-0045 Fiber Reinforced Polymer (FRP) Composite Structural Shapes

999.0045.1 General Description

This Section covers material and fabrication requirements for fiber reinforced polymer (FRP) composite structural shapes.

999.0045.1.01 Definitions

General Provisions 101 through 150.

999.0045.1.02 Related References

A. Standard Specifications

Section 852—Miscellaneous Steel Materials

999.0045.1.03 Submittals

General Provisions 101 through 150.

999.0045.2 Materials

999.0045.2.01 Thermoset Pultruded Structural Shapes.

Thermoset pultruded structural shapes must meet the requirements in the materials section of the ASCE, Pre-Standard for Load & Resistance Factor Design (LRFD) of Pultruded Fiber Reinforced Polymer (FRP) Structures.

Manufactured components shall be inspected according to ASTM D3917 for dimensional tolerances and ASTM D4385 for visual defects.

Pultruded profiles located on bridge and overhead sign structures shall meet a flame spread index of Class B in accordance with ASTM E84 and meet the requirements of UL94 with a rating of V-1.

999.0045.2.02 Vacuum Infusion Processed (VIP) Structural Shapes:

A. Materials:

A. **Fibers:** Use commercial grade glass fibers that conform to ASTM D578. Glass fibers may be in any form such as rovings, woven fabrics, braided fabrics, stitched fabrics, continuous fiber mats, continuous strand mats, continuous filament mats (CFM), and chopped strand mats (CSM) of any size or weight.

Each structural element shall contain a minimum of 40% (by weight) of glass fibers oriented in a minimum of two directions in accordance with the manufacturer's requirements.

Tensile strength of glass fiber strands, yarns and rovings shall not be less than 290 ksi in accordance with ASTM D7290, determined by a tension test in accordance with ASTM D2343.

B. **Resin:** Use a commercial grade thermoset resin for fabricating shapes.

C. **Additives:** Additives such as fillers, promoters, accelerators, inhibitors, UV agents, and pigments, used in the processing or curing shall be compatible with the fiber and resin.

B. Physical and Mechanical Properties:

The physical properties of VIP FRP products shall conform to the requirements of Table 2-1. The characteristic mechanical properties of VIP FRP composite structural members, determined in accordance with ASTM D7290, shall equal or exceed the minimum requirements in Table 2-2 for shapes and Table 2-3 for plates.

Table 2-1 Required Physical Properties - VIP FRP		
Physical Property	Requirement	Test Method
Barcol Hardness	> 40	ASTM D2583
Glass Transition Temperature	> 180 F	ASTM D4065
Coefficient of Thermal Expansion	< 7.5 x 10 ⁻⁶ in/in/ F (longitudinal)	ASTM D696
Moisture Equilibrium Content	< 2%	ASTM D570, Section 7.4

Table 2-2 Required Mechanical Properties - VIP FRP Shapes		
Property	Minimum Requirement	Test Method
Longitudinal Tensile Strength	30,000 psi	ASTM D3039
Transverse Tensile Strength	7,000 psi	
Longitudinal Tensile Modulus	3 x 10 ⁶ psi	
Transverse Tensile Modulus	0.8 x 10 ⁶ psi	
Longitudinal Compressive Strength	30,000 psi	ASTM D6641
Longitudinal Compressive Modulus	3 x 10 ⁶ psi	
Transverse Compressive Modulus	1 x 10 ⁶ psi	
In-Plane Shear Strength	8,000 psi	ASTM D5379
In-Plane Shear Modulus	0.4 x 10 ⁶ psi	ASTM D5379
Interlaminar Shear Strength	3,500 psi	ASTM D2344

Table 2-3 Required Mechanical Properties -VP FRP Plates		
Property	Minimum Requirement	Test Method
Longitudinal Tensile Strength	20,000 psi	ASTM D3039
Transverse Tensile Strength	7,000 psi	
Longitudinal Tensile Modulus	1.8 x 10 ⁶ psi	
Transverse Tensile Modulus	0.7 x 10 ⁶ psi	
Longitudinal Compressive Strength	24,000 psi	ASTM D6641
Transverse Compressive Strength	15,500 psi	
Longitudinal Compressive Modulus	1.8 x 10 ⁶ psi	
Transverse Compressive Modulus	1 x 10 ⁶ psi	
Longitudinal Flexural Strength	30,000 psi	ASTM D790
Transverse Flexural Strength	13,000 psi	
Longitudinal Flexural Modulus	1.6 x 10 ⁶ psi	
Transverse Flexural Modulus	0.9 x 10 ⁶ psi	
In-Plane Shear Strength	6,000 psi	ASTM D5379
In-Plane Shear Modulus	0.4 x 10 ⁶ psi	
Interlaminar Shear Strength	3,500 psi	ASTM D2344

C. Fire, Smoke and Toxicity:

VIP profiles located on bridge and overhead sign structures shall meet a flame spread index of Class B in accordance with ASTM E84 and meet the requirements of UL94 with a rating of V-1.

D. Impact Tolerance:

Where impact resistance is stipulated, impact resistance shall be determined in accordance with ASTM D7136.

999.0045.2.03 Thermoplastic Structural Shapes.

A. General:

For the purpose of this specification, use the following definitions:

- D. Thermoplastic Structural Shapes (TSS) includes a thermoplastic matrix reinforced with chopped fiberglass filaments.
- E. Reinforced Thermoplastic Structural Shapes (RTSS) includes a thermoplastic matrix reinforced with chopped fiberglass filaments and continuous FRP reinforcing bars meeting the requirements of this Section. Steel reinforcing bars are not permitted.

B. Materials:

Use polyethylene made from recycled post-consumer or post-industrial thermoplastics. Mix the polyethylene with appropriate colorants, UV inhibitors, hindered amine light stabilizers, antioxidants, and chopped fiberglass reinforcement so that the resulting product meets the requirements specified in Table 3-1 for RTSS and Table 3-2 for TSS. Use a minimum of 15% (by weight) chopped fiberglass reinforcement for both TSS and RTSS. The thermoplastic matrix must not corrode, rot, warp, splinter or crack.

For RTSS members, the use of separate materials for skin and core is at the discretion of each manufacturer; however, both materials must meet the requirements in Table 3-1. The material surrounding the rebar within 1 inch from the rebar surface shall not contain voids greater than 3/4 inch diameter and extend no further than 2 inches along the length of the member. The cross section of the product shall not contain voids exceeding 1-1/4 inches in diameter and the sum of all voids greater than 3/8 inches in diameter shall not exceed 5% of the cross sectional area.

Extrude final product as one continuous piece with no joints or splices to the dimensions and tolerances in accordance with Table 3-3.

Reject any sections containing cracks or splits.

Table 3-1 RTSS Matrix		
Property	Test Method	Requirement
Density	ASTM D792	48–63 pcf
Water Absorption	ASTMD570	2 hrs: <1.0% weight increase 24 hrs: <3.0% weight increase
Brittleness	ASTM D746	Brittleness temperature < minus 40°C
Impact Resistance	ASTM D256, Method A (Izod)	>0.55 ft-lbs/in
Hardness	ASTM D2240	44-75 (Shore D)
Ultraviolet	ASTM D4329 UVA	500 hours <10% change in Shore D Durometer Hardness
Abrasion	ASTM D 4060	Weight Loss: <0.02 oz Cycles = 10,000 Wheel = CS17 Load = 2.2 lb

Chemical Resistance	ASTM D543	Sea Water: <1.5% weight increase Gasoline: <9.5% weight increase No. 2 Diesel: <6.0% weight increase
Tensile Properties	ASTM D638	2,200 psi at break min.
Compressive Modulus	ASTM D695	40 ksi min.
Static Coefficient of Friction	ASTM D1894	0.25, wet max.
Screw Withdrawal	ASTM D6117	400 lb (screw) min.

Table 3-2 TSS Matrix		
Property	Test Method	Requirement
Density	ASTM D792	50-65 pcf
Impact Resistance	ASTM D256 Method A (Izod)	> 2.0 ft-lbs/in
Hardness	ASTM D2240	44-75 (Shore D)
Ultraviolet	ASTM D4329 (UVA)	500 hours <10% change in Shore D Durometer Hardness
Chemical Resistance	ASTM D756 or ASTM D543	Sea Water: <1.5% weight increase Gasoline: <7.5% weight increase No. 2 Diesel: <6.0% weight increase
Tensile Properties	ASTM D638	3,000 psi at break min.
Static Coefficient of Friction	ASTM D2394	0.25, wet or dry min.
Nail Withdrawal or Screw Withdrawal	ASTM D6117	250 lb (nail) min. 400 lb (screw) min.
Scant Modulus at 1% Strain	ASTM D6109	150,000 psi min.
Flexural Strength	ASTM D6109	2,500 psi min.
Compressive Strength	ASTM D6108	2,200 psi min.
Compressive Strength Perpendicular to grain	ASTM D6108	700 psi min.

Table 3-3 Tolerances	
Dimension	Tolerance
Length	0/+6 inch
Width – RTSS	±1/2 inch
Width – TSS	±1/4 inch
Height – RTSS	±1/2 inch
Width – TSS	±1/4 inch

999.0045.2.04 Miscellaneous Hardware

Galvanize the following items according to Subsection 852.2.04.B.3, “Galvanizing”:

F. Bolts

G. Nuts

H. Washers

I. All hardware including (but not limited to) special couplings, dowels, and spikes

Repair damaged galvanized coatings according to Section 645.

Nails may be black or galvanized.

999.0045.2.04 Delivery, Storage, and Handling

A. Handling Timber:

Handle composite structural shapes carefully without dropping it, breaking the outer fibers, bruising it, or piercing it with tools. Handle with non-metallic slings.

B. Storing Materials:

Place all stored material in well-drained locations and keep these locations free from weeds and rubbish. Comply

J. Composite Structural Shapes: Close stack treated materials at least 12 in (300 mm) above the ground and pile them to prevent warping.

K. Composite Structural Shapes After Fabrication: Store these composite structural shapes so the members do not change dimensions before they are assembled.

L. Hardware and Miscellaneous Metal: Place metal material in covered storage and protect it from rust and other damage.

999.0045.3 Construction Requirements

999.0045.3.01 Quality Acceptance

General Provisions 101 through 150.

999.0045.3.02 Contractor Warranty and Maintenance

General Provisions 101 through 150.

999.0045.4 Measurement

A. Composite Structural Shapes

Composite Structural Shapes will be measured per thousand feet (cubic meter) board measure (MBM). Quantities in the structure will be computed based upon nominal sizes and the actual length in place.

B. Hardware

The cost of all hardware including screws, bolts, nuts, washers and all other hardware shall be included in the Contract Unit Price bid for Composite Structural Shapes.

999.0045.5 Payment

Composite Structural Shapes will be paid for at the Contract Unit Price bid per thousand feet board measure (MBM) (cubic meter), complete in place and accepted. The payment will be full compensation for material, labor, and equipment necessary to complete the Work as shown on the Plans and as described in this Specification. Payment includes incidentals and all costs, both direct and indirect.

Payment will be made under:

Item No. 502-1400	PLASTIC BRIDGE TIMBER	Per MBM (cubic meter)
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999.0045.5.01 Adjustments

General Provisions 101 through 150.

BID PACKAGE
MILL CREEK RIVERWALK – PHASE II
City of Dalton, Georgia

SUBMITTAL CHECKLIST
(Page 2 of Your Submittal)

1. Please use the following checklist to verify that all required information is included in your bid.
2. It is the sole responsibility of each bidder to ensure that their bid is inclusive of all Submittals outlined below or elsewhere in this ITB.
3. **Failure to submit any of the items below may cause rejection of the Bid**
4. Contractor shall submit **Four (4) Copies** of the Bid Package Submittal.
5. The City will not consider any bid that does not include completed **Illegal Immigration Reform and Enforcement Act Affidavit Form(s)**.

DOCUMENTATION DESCRIPTION	INITIAL IF INCLUDED
1. BID PACKAGE SUBMITTAL (SUBMIT AS COVERSHEET OF BID)	
2. SUBMIT CHECKLIST (THIS FORM)	
3. ADDENDA (IF APPLICABLE)	
4. COMPLETED AND APPROVED VENDOR PACKET	
A. W-9 FORM	
B. ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT – CONTRACTOR AFFIDAVIT	
C. ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT – SUBCONTRACTOR AFFIDAVIT	
D. INSURANCE AFFIDAVIT	
5. BID BOND	
6. BID PROPOSAL	
7. CONTRACT	
8. CONTRACTOR AFFIDAVIT AND AGREEMENT	

3. ADDENDA

The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated _____ , Signature _____

2. Addendum No. 2, dated _____ , Signature _____

3. Addendum No. 3, dated _____ , Signature _____

4. Addendum No. 4, dated _____ , Signature _____

5. Addendum No. 5, dated _____ , Signature _____

4. CITY OF DALTON VENDOR PACKET

Bidder shall complete the City of Dalton Vendor Packet and be an approved Active Vendor with the City. Applications can be obtained from the Finance Department or online at <https://daltonga.gov/finance/page/vendor-packets>

- A. W-9 FORM
- B. ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT – CONTRACTOR AFFIDAVIT
- C. ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT – SUBCONTRACTOR AFFIDAVIT
- D. INSURANCE AFFIDAVIT

5. **BID BOND**, page 1 of 2

BID BOND
(Five Percent of Bid)

KNOW ALL MEN BY THESE PRESENTS, that we, and undersigned _____

of the City of _____ State of _____ and County of _____

as Principal and _____

as Surety, are hereby held and firmly bound unto the CITY OF DALTON, GEORGIA as Owner in the penal sum of _____

Dollars (\$ _____) for the payment of which, well and truly to be made,

we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, _____.

The condition of the above obligation is such that whereas the Principal has submitted to the CITY OF DALTON, GEORGIA a certain bid attached hereto and hereby made a part hereof to enter into a contract in writing for the construction of the project entitled:

MILL CREEK RIVERWALK – PHASE II

NOW, THEREFORE,

- (a) If said bid shall be rejected or in the alternate,
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (*properly completed in accordance with said bid*) and shall furnish a bond for his faithful performance of said contract and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void; otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bids, and said Surety does hereby waive notice of any such extension.

BID BOND (Continued), page 2 of 2

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Witness As To Principal

Principal

By _____ SEAL

Witness As To Principal

Surety

By _____ SEAL

By _____ SEAL
Attorney-in-Fact

6. **BID PROPOSAL**, page 1 of 3

BID PROPOSAL

Place _____

Date _____

Proposal of _____ (*hereinafter called "Bidder"*) a contractor organized and existing under the laws of the City of _____ State of _____ and County of _____, * an individual, a corporation, or a partnership doing business as _____

TO: CITY OF DALTON, GEORGIA
(*Hereinafter called "Owner"*)

Gentlemen:

The Bidder in compliance with your invitation for bids for the construction of **MILL CREEK RIVERWALK – PHASE II** having examined the plans 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 herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under this contract, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and be complete within 180 calendar days of dated NTP. Bidder further agrees to pay as liquidated damages the sum of \$300.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions under "Time of Completion and Liquidated Damages."

Bidder acknowledges receipt of the following addenda:

* Strike out inapplicable terms

BID PROPOSAL (Continued), page 2 of 3

Amount shall be shown in figures

SEE FOLLOWING PAGES FOR BID PROPOSAL FORMS.

The prices submitted shall include all labor, materials, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

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

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

The undersigned further agrees that, in case of failure on his part to execute said contract and bond within ten (10) days after the award thereof, the check or bond accompanying his bid and the money payable thereon shall become the property of the Owner; otherwise, the check or bond accompanying this proposal shall be returned to the Bidder.

The Bidder declares that he understands that the quantities shown on the proposal are subject to adjustment by either increase or decrease, and that should the quantities of any of the items of work be increased, the undersigned proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, he also understands that payment will be made on actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in the quantities and that actual quantities will be determined upon completion of work, at which time adjustment will be made to the contract amount by direct increase or decrease.

Attached hereto is a bid bond or certified check on the _____ of _____ in the amount of _____ according to conditions under "Information For Bidders" and the provisions therein.

The full name and residence of persons or parties interested in the foregoing bids, as principals, are named as follows:

BID PROPOSAL (Continued), page 3 of 3

Date at:

The _____ day of _____, _____

Principal

By _____ *SEAL*

CITY OF DALTON
MILL CREEK RIVERWALK – PHASE II
BID FORMS

Bidders are cautioned that the quantities provided in Bid Item List are estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period.

Contractor shall perform their own quantity take offs for each Bid Item that includes all costs necessary to perform work. Any deviations in existing conditions that are not shown on the plans shall be brought to the attention of the Engineer of Record. Any Bid Item that is not listed in the Bid Item List but is shown on the Plan Documents shall be described and noted in the "Miscellaneous items" in the Base Bid List.

A unit price for each item offered shall be entered on the Bid Item List for each line item, and such price shall include total cost unless otherwise specified.

Bid Item 999-0001 (MONITORING, NOI, NOT, RECORD KEEPING & REPORTING NPDES to GA EPD) - A NOI is required for this project, and is the responsibility of the contractor to submit to the EPD. The Contractor shall file the NOI as the operator. The City will NOT be party to the NOI. A GSWCC certified personnel Blue Card holder must be present on site at all times to represent the contractor.

BASE BID FORM

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
TRAIL – SECTION 1					
999-0001	MONITORING, NOI, NOT, RECORD KEEPING & REPORTING NPDES to GA EPD	LS	LUMP		
210-0100	GRADING COMPLETE -	LS	LUMP		
206-0002	BORROW EXCAV, INCL MATL	CY	300		
310-1101	GR AGGR BASE CRS, INCL MATL	TN	1324		
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	640		
441-0600	CONC HEADWALLS	CY	7		
550-1120	STORM DRAIN PIPE, 12 IN, H 1-10	LF	118		
550-1240	STORM DRAIN PIPE, 24 IN, H 1-10	LF	36		
550-1360	STORM DRAIN PIPE, 36 IN, H 1-10	LF	19		
550-3000	ELLIPTICAL PIPE -	LF	56		
550-3100	ELLIPTICAL SAFETY END SECTION -	EA	2		
550-4212	FLARED END SECTION 12 IN, STORM DRAIN	EA	14		
550-4224	FLARED END SECTION 24 IN, STORM DRAIN	EA	1		
550-4236	FLARED END SECTION 36 IN, STORM DRAIN	EA	2		
603-2181	STN DUMPED RIP RAP, TP 3, 18 IN	SY	144		
603-7000	PLASTIC FILTER FABRIC	SY	369		
603-2024	STN DUMPED RIP RAP, TP 1, 24 IN	SY	225		
643-1132	CH LK FENCE, ZC COAT, 4 FT, 9 GA	LF	1498		
TOTAL ON SECTION 1					

PERMANENT EROSION CONTROL – SECTION 2					
700-6910	PERMANENT GRASSING	AC	2		
700-7000	AGRICULTURAL LIME	TN	6		
700-8000	FERTILIZER MIXED GRADE	TN	3		
700-8100	FERTILIZER NITROGEN CONTENT	LB	100		
700-9400	NATIVE RESTORATION AND RIPARIAN SEEDING	AC	1		
716-2000	EROSION CONTROL MATS, SLOPES	SY	1475		
TOTAL ON SECTION 2					
TEMPORARY EROSION CONTROL – SECTION 3					
163-0232	TEMPORARY GRASSING	AC	1		
163-0240	MULCH	TN	55		
163-0301	CONSTRUCT AND REMOVE CONSTRUCTION EXITS	EA	2		
163-0503	CONSTRUCT AND REMOVE SILT CONTROL GATE, TP 3	EA	8		
163-0528	CONSTRUCT AND REMOVE FABRIC CHECK DAM - TYPE C SILT FENCE	LF	500		
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE, TP A	LF	1590		
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	LF	3604		
165-0041	MAINTENANCE OF CHECK DAMS - ALL TYPES	LF	250		
165-0087	MAINTENANCE OF SILT CONTROL GATE, TP 3	EA	8		
165-0101	MAINTENANCE OF CONSTRUCTION EXIT	EA	2		
165-0310	MAINTENANCE OF CONSTRUCTION EXIT TIRE WASH AREA (PER EACH)	EA	1		
167-1000	WATER QUALITY MONITORING AND SAMPLING	EA	4		
167-1500	WATER QUALITY INSPECTIONS	MO	12		
171-0010	TEMPORARY SILT FENCE, TYPE A	LF	3180		
171-0030	TEMPORARY SILT FENCE, TYPE C	LF	7208		
643-8200	BARRIER FENCE (ORANGE), 4 FT	LF	4855		
TOTAL ON SECTION 3					

SIGNING AND MARKING – SECTION 4

636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	SF	32		
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	SF	8		
636-2070	GALV STEEL POSTS, TP 7	LF	204		
652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	171		
652-5701	SOLID TRAF STRIPE, 24 IN, WHITE	LF	8		
TOTAL ON SECTION 4					

RETAINING WALLS – SECTION 5

999-0045	GABION WALL	SF	180		
500-3201	CLASS B CONCRETE, RETAINING WALL	CY	54		
TOTAL ON SECTION 5					

BOARDWALK – SECTION 6

502-1200	BRIDGE TIMBER, TREATED	MBM	2.2		
502-1400	PLASTIC BRIDGE TIMBER	MBM	3.6		
500-3002	CLASS AA CONCRETE	CY	2		
511-1000	BAR REINF STEEL	LB	110		
520-2500	PILING, TIMBER - TREATED	LF	747		
TOTAL ON SECTION 6					

BASE BID - TOTALS PER SECTION

1	TRAIL	
2	PERMANENT EROSION CONTROL	
3	TEMPORARY EROSION CONTROL	
4	SIGNING AND MARKING	
5	RETAINING WALLS	
6	BOARDWALK	
TOTAL ESTIMATED CONSTRUCTION COST		

SEE BID ALTERNATE (NEXT PAGE)

BID ALTERNATE BID FORM

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
TRAIL – SECTION 1					
210-0100	GRADING COMPLETE -	LS	LUMP		
310-1101	GR AGGR BASE CRS, INCL MATL	TN	322		
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	156		
515-2020	GALV STEEL PIPE HANDRAIL, 2 IN, ROUND	LF	64		
TOTAL ON SECTION 1					
PERMANENT EROSION CONTROL – SECTION 2					
700-6910	PERMANENT GRASSING	AC	1		
700-7000	AGRICULTURAL LIME	TN	1		
700-8000	FERTILIZER MIXED GRADE	TN	1		
700-8100	FERTILIZER NITROGEN CONTENT	LB	25		
700-9400	NATIVE RESTORATION AND RIPARIAN SEEDING	AC	1		
716-2000	EROSION CONTROL MATS, SLOPES	SY	53		
TOTAL ON SECTION 2					
TEMPORARY EROSION CONTROL – SECTION 3					
163-0232	TEMPORARY GRASSING	AC	1		
163-0240	MULCH	TN	8		
163-0300	CONSTRUCTION EXIT	EA	1		
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	LF	1743		
165-0101	MAINTENANCE OF CONSTRUCTION EXIT	EA	1		
165-0310	MAINTENANCE OF CONSTRUCTION EXIT TIRE WASH AREA (PER EACH)	EA	1		
167-1000	WATER QUALITY MONITORING AND SAMPLING	EA	4		
167-1500	WATER QUALITY INSPECTIONS	MO	12		
171-0030	TEMPORARY SILT FENCE, TYPE C	LF	3485		
643-8200	BARRIER FENCE (ORANGE), 4 FT	LF	1684		
TOTAL ON SECTION 3					

SIGNING AND MARKING – SECTION 4					
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	SF	16		
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	SF	3.2		
636-2070	GALV STEEL POSTS, TP 7	LF	108		
652-5701	SOLID TRAF STRIPE, 24 IN, WHITE	LF	8		
TOTAL ON SECTION 4					
PEDESTRIAN BRIDGE – SECTION 5					
207-0203	FOUND BKFILL MATL, TP II	CY	9		
500-3002	CLASS AA CONCRETE	CY	15		
511-1000	BAR REINF STEEL	LB	2754		
534-1000	PEDESTRIAN OVERPASS BRIDGE, STA	LS	1		
603-2024	STN DUMPED RIP RAP, TP 1, 24 IN	SY	101		
603-7000	PLASTIC FILTER FABRIC	SY	101		
TOTAL ON SECTION 5					

BID ALTERNATE - TOTALS PER SECTION		
1	TRAIL	
2	TEMPORARY EROSION CONTROL	
3	PERMANENT EROSION CONTROL	
4	SIGNING AND MARKING	
5	PEDESTRIAN BRIDGE	
TOTAL ESTIMATED CONSTRUCTION COST		

7. **CONTRACT**, page 1 of 2

THIS AGREEMENT made this the _____ day of _____, _____, by
and between the CITY OF DALTON, GEORGIA, hereinafter called "Owner",

and _____

a contractor doing business as an individual, a partnership, or a corporation* of the City

of _____, County of _____, and State of _____

hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees to commence and complete the construction of the project entitled:

MILL CREEK RIVERWALK – PHASE II

hereinafter called the "Project", for the base bid sum of _____ Dollars and optional bid alternate sum of _____ dollars and all extra work in connection therewith, under the terms as stated in the Contract Documents, and at his (*its or their*) own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the proposal, the General Conditions of the Contract, the specifications and contract documents therefore as prepared by the Owner and as enumerated in Paragraph 2 of the General Conditions, all of which are made a part hereof and collectively constitute the Contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner. The Contractor further agrees to pay as liquidated damages the sum of \$300.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions under "Time of Completion and Liquidated Damages."

*Strike out inapplicable terms.

The Owner agrees to pay the Contractor in current funds for the performance of the contract, subject to additions and deductions as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in "Payments to Contractor," of the General Conditions.

IN WITNESS WHEREOF, the parties to those presents have executed this contract in five (5) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

ATTEST:

City Clerk

Witness

ATTEST:

Secretary

Witness

CITY OF DALTON, GEORGIA

By: _____ *SEAL*

Title

CITY OF DALTON, GEORGIA

By: _____ *SEAL*

Title

Secretary of Owner should attest. If Contractor is corporation, secretary should attest. Give proper title of each person executing contract.

APPENDIX I – EXAMPLE BONDS

CONSTRUCTION PAYMENT BOND

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

CONTRACTOR (*Name and Address*):

OWNER (*Name and Address*):

CITY OF DALTON
P.O. BOX 1205
DALTON, GEORGIA 30722

CONSTRUCTION CONTRACT:

Date: _____

Amount: _____

Description (*Name and location*):

MILL CREEK RIVERWALK – PHASE II

SURETY (*Name and Principal place of Business*):

BOND:

Date: _____

Amount: _____

Bond Number: _____

EXAMPLE CONSTRUCTION PAYMENT BOND (Continued), page 2 of 4

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner and for the use and protection of all subcontractors and persons supplying labor, materials, machinery, and
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (*at the address described in Paragraph 11*) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligations to Claimant unless the Claimant has substantially complied with the requirements of O.C.G.A. 36-82-104 by giving the notices provided for therein. Each Claimant failing to substantially comply with said Code Section shall be deemed to have waived the protection of the payment bond. No Claimant shall file an action for payment against the Owner, Contractor or Surety, except in accordance with this section.
 - 4.1. Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (*at the address described in Paragraph 12*) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with the Contractor:
 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed: and
 2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety (*at the address described in Paragraph 12*) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

EXAMPLE CONSTRUCTION PAYMENT BOND (Continued), page 3 of 4

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1. Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and that basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action on this bond shall be instituted by a Claimant after expiration of one (1) year from the completion of the contract and the acceptance of the work by the public entity responsible therefor.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on this Bond.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in the 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. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

EXAMPLE CONSTRUCTION PAYMENT BOND (Continued), page 4 of 4

15. DEFINITIONS

- 15.1. Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- 15.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____

Company: _____

_____(Corp. Seal)

_____(Corp. Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

CONSTRUCTION PERFORMANCE BOND

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

CONTRACTOR (*Name and Address*):

OWNER (*Name and Address*):

CITY OF DALTON
P.O. BOX 1205
DALTON, GEORGIA 30722

CONSTRUCTION CONTRACT:

Date: _____

Amount: _____

Description (*Name and location*):

MILL CREEK RIVERWALK – PHASE II

SURETY (*Name and Principal place of Business*):

BOND:

Date: _____

Amount: _____

Bond Number: _____

EXAMPLE CONSTRUCTION PERFORMANCE BOND, page 2 of 4

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2. The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1. Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or

EXAMPLE CONSTRUCTION PERFORMANCE BOND, page 3 of 4

2. Deny liability in whole or in part and notify the Owner citing reasons therefor.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

- 6.1. The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- 6.2. Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
- 6.3. Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

EXAMPLE CONSTRUCTION PERFORMANCE BOND, page 4 of 4

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

- 12.1. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 12.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 12.3. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
- 12.4. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____

Company: _____

_____ (Corp. Seal)

_____ (Corp. Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

APPENDIX II – GEOTECHNICAL REPORT

May 6, 2022

American Consulting Professionals, LLC
243 N. Hamilton Street, Suite 2
Dalton, GA 30720

ATTENTION: Mr. Allen Peterfreund, P.E.
Allen.Peterfreund@acp-ga.com

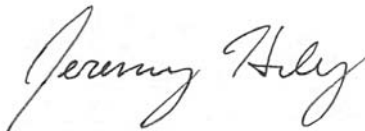
Subject: **REPORT OF GEOTECHNICAL EXPLORATION**
Mill Creek Riverwalk – Phase 2
Dalton, Georgia
GEOServices Project No. 41-21818

Dear Mr. Peterfreund:

We are submitting the results of the geotechnical exploration performed for the subject project. The geotechnical exploration was performed in general accordance with GEOS Proposal No. 14-21312, dated May 7, 2021. The following report presents our findings and recommendations for the proposed riverwalk in Dalton, Georgia.

GEOServices sincerely appreciates the opportunity to serve as your geotechnical consultant. Should you have any questions regarding this report, or if we can be of any further assistance, please contact us at your convenience.

Sincerely,
GEOServices, LLC



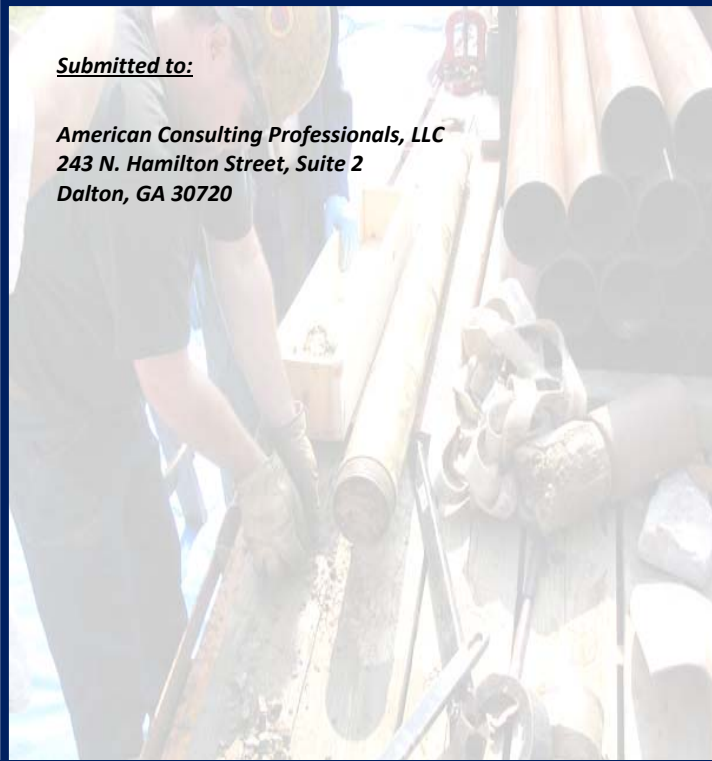
Jeremy T. Haley, P.E. (TN)
Geotechnical Engineer



Joshua R. Watson, P.E., C.W.I.
Geotechnical Engineer / Designer
PE# 045868

Submitted to:

**American Consulting Professionals, LLC
243 N. Hamilton Street, Suite 2
Dalton, GA 30720**



REPORT OF GEOTECHNICAL EXPLORATION

MILL CREEK RIVERWALK – PHASE 2

Dalton, Georgia

Submitted by:

**GEOServices, LLC
6607 Mountain View Road, Suite 139
Ooltewah, TN 37363**

**Phone (423) 614-6471
FAX (423) 614-6479**



GEOS Geotechnical, Environmental and Geospatial Engineering & Science

**GEOSERVICES, LLC
PROJECT NO. 41-21818**

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1.0 INTRODUCTION

1.1 PURPOSE

The purpose of this geotechnical exploration was to characterize the subsurface conditions for the design and construction of the proposed Mill Creek Riverwalk in Dalton, Georgia. This report provides recommendations for general site preparation, excavation and fill requirements, and foundation recommendations for the proposed riverwalk.

1.2 PROJECT INFORMATION AND SITE DESCRIPTION

Project information was provided by Mr. Allen Peterfreund with American Consulting Professionals, LLC. We were also provided with a preliminary set of construction drawings prepared by American Consulting Professionals, LLC. The site for the proposed riverwalk is located along Mill Creek in Dalton, Georgia. The project is set to consist of a new riverwalk path stretching from near Chattanooga Avenue to west of North Thornton Avenue. The proposed construction areas currently exist as a small nature trail along Mill Creek and are mostly wooded. The majority of the new riverwalk path will be asphalt paved; however, there are several areas where this will differ. There are areas where the path will cross a ditch or extended over portions of the creek. In these areas, a new pedestrian boardwalk will be constructed. These pedestrian bridges will likely be supported on a timber pile system in the span. Based on the structural loading provided by American Consulting Professionals, we anticipate maximum axial pile loads will be on the order of 4 kips for the boardwalk.

In addition to the normal pathway, the project is set to consist of a new bridge just to the west of North Thornton Avenue, where Mill Creek intersects with one of its subsidiaries. This bridge will likely be some form of Contech design supported on shallow foundations. We were asked to perform a geotechnical exploration in an effort to explore the subsurface materials and assist the design team with recommendations for the proposed construction.

1.3 SCOPE OF STUDY

This geotechnical exploration involved a site reconnaissance, field drilling, laboratory testing, and engineering analysis. The following sections of this report present discussions of the field exploration, site conditions, and conclusions and recommendations. Following the text of this report, Appendix A presents figures and test boring records. Appendix B presents a summary of laboratory test results.

The scope of services did not include an environmental assessment for determining the presence or absence of wetlands, or hazardous or toxic materials in the soil, bedrock, surface water, subsurface water, or air, on or below, or around this site. Any statements in this report or on the boring logs regarding odors, colors, and unusual or suspicious items or conditions are strictly for informational purposes.

2.0 EXPLORATION AND TESTING PROGRAMS

2.1 FIELD EXPLORATION

The site subsurface conditions were explored with a total of four (4) soil test borings (B-1 through B-4). Two of the borings (B-1 and B-2) were performed at the location for the proposed bridge, one of the borings (B-3) was performed at the location for Boardwalk 2, and one of the borings (B-4) was performed at the location for Boardwalk 1. The boring locations and depths were selected by GEOServices and Amercian Consulting personnel in conjunction with the preliminary construction drawings prepared by American Consulting. Boring locations are shown on the Boring Location Plan, Figure 3 of Appendix A. The boring locations were located and staked in the field by GEOServices personnel. Drilling was performed on January 13, 2022. The depths reference the ground surface elevations at the site that existed at the time of the exploration. The borings were advanced using 3.25-inch inside diameter hollow stem augers (HSA) with a Geoprobe tracked drill rig. The drill crew worked in general accordance with ASTM D6151 (HSA Drilling). Sampling of overburden soils was accomplished using the standard penetration test procedure (ASTM D1586). The borings were backfilled with soil cuttings before leaving the site. Detailed test boring records are presented in Appendix A.

In split-spoon sampling, a standard 2-inch O.D. split-spoon sampler is driven into the bottom of the boring with a 140-pound hammer falling a distance of 30 inches. The number of blows required to advance the sampler the last 12 inches of the standard 18 inches of total penetration is recorded as the Standard Penetration Resistance (N-value). These N-values are indicated on the boring logs at the testing depth and provide an indication of the relative density of granular materials and strength of cohesive materials.

2.2 LABORATORY TEST PROGRAM

Soil samples collected during drilling were transported to our laboratory for visual classification and laboratory testing. The following laboratory testing was performed on select samples to determine various properties of the soil:

- Atterberg Limits (ASTM D4318): Two (2) Atterberg limits tests were performed for this project. These tests help us to confirm our visual classifications according to the Unified Soil Classification System (USCS). The plastic limit and liquid limit represent the moisture content at which a cohesive soil changes from a semi-solid to a plastic state and from a plastic state to liquid state, respectively.
- Natural Moisture Content (ASTM D2216): Moisture content determinations were performed on fifteen (15) samples for this project. The natural moisture content is defined as the ratio of the weight of water present in the soil to the dry weight of soil.

The test results are presented on individual laboratory data sheets and a Soil Data Summary, both enclosed in Appendix B.

3.0 SUBSURFACE CONDITIONS

3.1 GEOLOGIC CONDITIONS

The project site, as most of north Georgia, lies in the Appalachian Valley and Ridge Physiographic Province. The Province is characterized by elongated, northeasterly-trending ridges formed on highly resistant sandstones and shales. Between ridges, broad valleys and rolling hills are formed primarily on less resistant limestones, dolomites and shales.

Published geologic information indicates that the proposed construction area is underlain by limestones of the Chickamauga Group. The Chickamauga Group is comprised mostly of limestone with minor amounts of shale. Weathering of the Chickamauga Group generally produces a medium to high plasticity clay soil with minor amounts of chert gravel.

Since the bedrock formation at the site contains carbonate rock, the site is susceptible to the typical carbonate hazards of irregular weathering, cave and cavern conditions, and overburden sinkholes. Carbonate rock, while appearing very hard and resistant, is soluble in slightly acidic water. This characteristic, plus differential weathering of the bedrock mass, is responsible for the hazards. Of these hazards, the occurrence of sinkholes is potentially the most damaging to overlying soil supported structures. In north Georgia, sinkholes occur primarily due to differential weathering of the bedrock and "flushing" or "raveling" of overburden soils into the cavities in the bedrock. The loss of solids creates a cavity or "dome" in the overburden. Growth of the dome over time or excavation over the dome can create a condition in which rapid, local subsidence or collapse of the roof of the dome occurs.

3.2 SUBSURFACE CONDITIONS

3.2.1 Surficial Materials

A surficial layer of topsoil ranging from 4 to 6 inches in thickness was encountered in each of the four borings. Beneath this surficial layer, existing fill soils and residual soils were encountered to auger refusal and/or boring termination depths ranging from 7.8 to 20 feet.

3.2.2 Existing Fill

Beneath the surficial layers in two of the four borings (B-1 and B-2), existing fill soils were encountered to a depth of approximately 3 feet. Fill is generally classified as material that has been transported and placed by man. The fill soils generally consisted of dark gray brown clays with varying amounts of rock fragments and organics. The N-values of the fill soils ranged from 6 to 7 blows per foot (bpf), indicating a consistency of firm. The natural moisture content of the fill soils was 28 percent.

3.2.3 Residual Soils

Beneath the fill soils in two of the four borings (B-1 and B-2) and beneath the surficial topsoil layer in the remaining two borings (B-3 and B-4), residual soils were encountered to auger refusal and/or boring termination depths ranging from 7.8 to 20 feet. Residual soils are generally classified as soils which have been formed in place from the weathering of the underlying bedrock. The residual soils generally consisted of red brown, tan, brown, and gray clays with varying amounts of chert fragments, rock fragments, black mottling, and sand. The N-values of the residuum ranged from 8 to 25 blows per foot (bpf), indicating a consistency of firm to very stiff. The residuum was generally stiff in consistency. The firm soils were generally isolated to a single sample in the upper layers in boring B-4. The natural moisture contents of the residuum ranged from 17 to 53 percent. Atterberg limits testing on two select samples of the residuum revealed liquid limits (LL) of 32 and 52 percent and plasticity indices (PI) of 14 and 24 percent, respectively. These soils are classified as CL (lean clay) and CH (fat clay) in general accordance with the Unified Soil Classification System.

3.2.4 Subsurface Water

Subsurface water was not observed in any of the four borings at the time of drilling. Subsurface water levels may fluctuate due to seasonal changes in precipitation amounts and the adjacent Mill Creek. Additionally, discontinuous zones of perched water may exist within the overburden and/or at the contact with bedrock. The groundwater information presented in this report is the information that was collected at the time of our field activities.

3.2.5 Auger Refusal Conditions

Auger refusal materials were encountered in two of the four borings (B-1 and B-2) at depths of 8.2 and 7.8 feet, respectively, during field exploration. Refusal is a designation applied to any material that cannot be penetrated by the power auger. Auger refusal may indicate dense gravel or cobble layers, boulders, rock ledges or pinnacles, or the top of continuous bedrock.

3.2.6 General

The above subsurface description is of a generalized nature to highlight the major subsurface stratification features and material characteristics. The boring logs included in Appendix A should be reviewed for specific information at individual boring locations. The depth and thickness of the subsurface strata indicated on the boring cross-sections were generalized from and interpolated between test locations. The transition between materials will be more or less gradual than indicated and may be abrupt. Information on actual subsurface conditions exists only at the specific boring locations and is relevant to the time the exploration was performed. Variations may occur and should be expected between boring locations. The stratification lines were used for our analytical purposes and, unless specifically stated otherwise, should not be used as the basis for design or construction cost estimates.

4.0 CONCLUSIONS AND RECOMMENDATIONS

4.1 SITE ASSESSMENT

The results of the field exploration indicate that the site is adaptable for the proposed construction, however, there are some challenges associated with the development of this site. These challenges include the existing fill soils, the potentially difficult excavations, and the underlying karst geology.

4.1.1 Existing Fill Soils

Existing fill was encountered in two of the four borings (B-1 and B-2) to a depth of approximately 3 feet. We are not aware of, nor have we been provided with testing records for the fill. Accordingly, there are certain risks associated with construction on these types of fill. The risk primarily consists of excessive and/or non-uniform settlement caused by extensive zones or pockets of soft, loose, or uncompacted material.

The boring data indicates the fill consists of dark gray brown clays with varying amounts of rock fragments and organics. The N-values of the fill soils ranged from 6 to 7 blows per foot (bpf), indicating a consistency of firm. Typically, an engineered fill would have N-values in excess of 8 to 10 bpf and would be generally free of deleterious material. Based on our observations of the fill, the fill appears to have been subjected to limited compactive efforts, and does contain deleterious material in the form of organics. Therefore, we would recommend that the existing fill not be relied upon for structural support of the new bridge without some form of remediation. With this we would recommend that all of the fill soils directly beneath the proposed bridge foundations be removed and replaced with suitable structural soil fill or dense graded aggregate. It should be noted that the existing fill can change abruptly and variances in the depth of the existing fill could be encountered between boring locations. Also, depending on the final bearing elevation for the proposed bridge foundations, these fill soils may be removed during normal foundation excavation activities.

4.1.2 Potentially Difficult Excavations

Auger refusal materials were encountered in two of the four borings (B-1 and B-2) at depths ranging from 7.8 to 8.2 feet. At the time of this report, proposed foundation bearing elevations for the proposed bridge have not been finalized. Based on the existing grades, we anticipate that these refusal elevations will be below bearing elevations for the proposed foundations. However, it is possible that rock may be encountered within these foundation excavations. This is especially likely where excavations are greater than 7 to 8 feet from the existing ground surface elevation. Based on the subsurface auger refusal conditions, these auger refusal materials will likely require difficult excavation techniques such as excavators with rock teeth, hammering, or blasting.

4.1.3 Karst Geology

A certain degree of risk with respect to sinkhole formation and subsidence should be considered with any site located within geologic areas underlain by potentially soluble rock units. While a rigorous effort to assess the potential for sinkhole formation on this site was beyond the scope of this evaluation, our borings did not encounter obvious indications of sinkhole development. Additionally, a review of the USGS topographic map of the area did not reveal the presence of any closed depressions, which may denote past sinkhole activity, in the vicinity of the project site. Based on these findings and our experience with this formation at other sites, we consider that this site has no greater risk for sinkhole activity than other sites in the immediate vicinity of this site.

4.2 SITE PREPARATION

4.2.1 Subgrade

Gravel, topsoil, rock fragments greater than 6 inches, unsuitable existing fill and other debris should be removed from the proposed construction areas. In previously developed areas, it is often common to find buried zones of construction debris. If these materials are encountered, they should be undercut and replaced at the discretion of the geotechnical engineer.

After completion of any stripping operations and any required excavations to reach subgrade level, we recommend that the subgrade be proofrolled with a fully-loaded, tandem-axle dump truck or other pneumatic-tired construction equipment of similar weight. The geotechnical engineer or his qualified representative should observe proofrolling. Areas judged to perform unsatisfactorily should be remediated at the geotechnical engineer's discretion. Typically, remedial options consist of undercutting and replacement with structural soil fill or dense graded aggregate. There is a high likelihood that the upper soils currently covering the site will require some scarifying and drying due to exposure to weather (precipitation and freeze/thaw) for an extended period of time.

4.2.2 Structural Soil Fill

Material considered suitable for use as compacted fill should be clean soil free of organics, trash, and other deleterious material, containing no rock fragments greater than 6 inches in any one dimension. Preferably, borrow material to be used as structural soil fill should have a standard Proctor maximum dry density of 90 pounds per cubic foot (pcf) or greater and a plasticity index (PI) of 35 percent or less. All material being used as soil fill should be tested and confirmed by the geotechnical engineer to be in accordance with the project requirements before being placed. Structural fill should be placed in loose, horizontal lifts not exceeding 8 inches in thickness. Each lift should be compacted to at least 95 percent of maximum dry density per the standard Proctor method (ASTM D698) and within the range of minus 2 percent to plus 3 percent of the optimum moisture content. Each lift should be compacted and tested by geotechnical personnel to confirm that the contractor's method is capable of achieving the project requirements before placing any subsequent lifts. Any areas which have become soft or frozen should be removed before additional structural fill is placed.

4.2.3 Compacted Crushed Stone Fill

Compacted crushed stone fill should be Group 1 Aggregates in accordance with Section 815 of the Georgia Department of Transportation specifications. The crushed stone fill should be placed in loose, horizontal lifts not exceeding 10 inches in loose thickness. Each lift should be compacted to

at least 98 percent of maximum dry density per the standard Proctor method (ASTM D698). Each lift should be compacted and tested by geotechnical personnel to confirm that the contractor's method is capable of achieving the project requirements before placing any subsequent lifts.

4.3 FOUNDATIONS

4.3.1 Shallow Foundations

Shallow bearing foundations for the proposed boardwalks and bridges are anticipated to bear in stiff or better newly placed fill soils, remediated soils, or residual soils. The recommended allowable bearing pressure for design of soil-bearing foundations is 2,500 pounds per square foot (psf). We recommend that continuous foundations be a minimum of 18 inches wide and isolated spread footings be a minimum of 24 inches wide to reduce the possibility of a localized punching shear failure. All exterior footings should be designed to bear at least 12 inches below finished exterior grade to protect against frost heave.

Foundation subgrade observations should be performed by a GEOServices geotechnical engineer, or his qualified representative, so that the recommendations provided in this report are consistent with the site conditions encountered. This is of elevated importance due to the existing fill soils encountered at the project site. A dynamic cone penetrometer (DCP) is commonly utilized to provide information that is compared to the data obtained in the geotechnical report. Where unacceptable materials are encountered, the material should be excavated to stiff, suitable soils or remediated at the geotechnical engineer's direction. Typical remedial measures consist of undercutting, overexcavation, or combinations thereof.

4.3.2 Timber Pile Foundations

The spans for the proposed boardwalks are anticipated to be supported by 6-inch diameter (tip) timber piles. Based on the type of construction and our calculations, we anticipate that the minimum embedment for the 6-inch diameter (tip) piles will be on the order of 8 feet. If structural loading differs from that listed in this report, GEOServices should be given the

opportunity to provide further design recommendations for the pile foundations, if necessary. If piles cannot be driven to this minimum embedment due to the underlying bedrock layer, then pre-drilling of pilot holes will be required. Pile capacities should not exceed an allowable stress of about 1.1 kips per square inch based on the tip diameter of the pile. Once the specific pile type and hammer type is selected, the contractor should provide a driving plan to achieve the desired capacities without overstressing the timber piles.

4.3.3 Seismic Conditions

International Building Code, 2018

The project site is located approximately 287 miles from the New Madrid seismic source zone as designated by the United States Geologic Survey. In accordance with the International Building Code, 2018, we have provided the following table of seismic design information. After evaluating the subsurface conditions at each boring individually, it was determined that each structure would be located within seismic site class D and seismic design category C. A table follows, showing the calculated spectral response accelerations for both a short and 1-second period.

Table 1 – Seismic Conditions Summary

Structure	S _s g	S ₁ g	S _{DS} G	S _{D1} G
Mill Creek Riverwalk	0.526	0.123	0.484	0.193

4.4 LATERAL EARTH PRESSURES

Based on the provided information, we anticipate that retaining wall structures may need to be constructed in order to allow for the proposed riverwalk path. Therefore, we are providing equivalent fluid pressures for three backfill conditions for cantilever-type walls. These are 1) active earth pressure for granular backfill (clean sand or gravel), 2) at-rest earth pressure for granular backfill, and 3) at-rest earth pressure for fine-grained (silt or clay) backfill.

Condition 1 - The active earth pressure for granular backfill (free draining) will result in an equivalent fluid pressure of 30 pounds per cubic foot (pcf). If the granular backfill is to develop active earth pressure conditions, walls must be flexible and/or free to rotate or translate at the top approximately one inch laterally for every 20 feet of wall height.

Condition 2 - The at-rest earth pressure for granular backfill (free draining) will result in an equivalent fluid pressure of 45 pcf. For retaining walls that will not rotate or translate, such as building walls or other walls rigidly connected to structures, at-rest conditions will develop.

Condition 3 - Walls backfilled with fine-grained material (silt or clay) should be designed using the at-rest earth pressure whether restrained at the top, or not. Fine-grained soils typically creep over time which produces additional lateral stresses to the wall. The equivalent fluid pressure for this case is 70 pcf.

In all cases, forces from any expected surcharge loading including sloping backfill should be added to the equivalent fluid pressures. The walls should be properly drained to remove water or hydrostatic pressure should be added to the design pressure. Also, all backfill for the walls should be placed in accordance with the structural fill recommendations described hereinafter.

Table 2 – Earth Pressure Summary

Earth Pressure Condition	Backfill Type	Unit Weight (pcf)	Earth Pressure Coefficient
Active (Ka)	Granular	105	0.271
	On-Site Silts and Clays	120	0.390
At-Rest (Ko)	Granular	105	0.426
	On-Site Silts and Clays	120	0.562
Passive (Kp)	Granular	105	3.690
	On-Site Silts and Clays	120	2.561

Note: In each instance the earth pressure coefficients provided are unfactored.

For rigid, cast-in-place concrete walls, a friction factor of 0.35 between foundation concrete and the bearing soils may be used when evaluating friction. If a stone leveling course is utilized beneath the foundation, a friction factor of 0.50 between foundation concrete and the dense graded aggregate base may be used when evaluating friction. Also, an ultimate passive earth pressure resistance of well-compacted soil fill can be utilized to resist sliding (in conjunction with friction). However, to limit deformation when relying on passive strength, we recommend using a minimum safety factor of 3.0 applied to the ultimate passive resistance value. Additionally, this is based on the upper 2 feet of soil being neglected during the calculation of passive resistance.

5.0 CONSTRUCTION CONSIDERATIONS

5.1 EXCAVATIONS

Excavations should be sloped or shored in accordance with local, state, and federal regulations, including OSHA (29 CFR Part 1926) excavation trench safety standards. The contractor is usually solely responsible for site safety. This information is provided only as a service and under no circumstances should GEOServices be assumed to be responsible for construction site safety.

As previously mentioned, auger refusal materials were encountered in two of the four borings (B-1 and B-2) at depths ranging from 7.8 to 8.2 feet. At the time of this report, proposed foundation bearing elevations for the proposed bridge have not been finalized. Based on the existing grades, we anticipate that these refusal elevations will be below bearing elevations for the proposed foundations. However, it is possible that rock may be encountered within these foundation excavations. This is especially likely where excavations are greater than 7 to 8 feet from the existing ground surface elevation. Based on the subsurface auger refusal conditions, these auger refusal materials will likely require difficult excavation techniques such as excavators with rock teeth, hammering, or blasting.

5.2 MOISTURE SENSITIVE SOILS

The fine-grained soils encountered at this site will be sensitive to disturbances caused by construction traffic and changes in moisture content. During wet weather periods, increases in the moisture content of the soil can cause significant reduction in the soil strength and support capabilities. Construction traffic patterns should be varied to prevent the degradation of previously stable subgrade. In addition, plastic soils which become wet, may be slow to dry and thus significantly retard the progress of grading and compaction activities. We caution if site grading is performed during the wet weather season, methods such as discing and allowing the material to dry will be required to meet the required compaction recommendations. It will, therefore, be

advantageous to perform earthwork and foundation construction activities during dry weather. Climate data for Dalton, Georgia obtained from Weatherbase indicate in the following table the average monthly precipitation. The average amount of precipitation does not vary much throughout the year. However, December through March is typically the difficult grading period due to the limited drying conditions that exist.

Table 3 – Average Precipitation Summary

Month	Monthly Precipitation Average (Inches)	Month	Monthly Precipitation Average (Inches)
January	5.6	July	5.2
February	5.2	August	4.1
March	5.8	September	4.4
April	4.6	October	3.1
May	4.4	November	4.4
June	4.5	December	4.8

5.3 DRAINAGE AND SURFACE WATER CONCERNS

To reduce the potential for undercut and construction induced sinkholes, water should not be allowed to collect in the foundation excavations or on prepared subgrades of the construction area either during or after construction. Undercut or excavated areas should be sloped toward one corner to facilitate removal of any collected rainwater, subsurface water, or surface runoff. Positive site surface drainage should be provided to reduce infiltration of surface water around the perimeter of any structures. The grades should be sloped away from the structures and surface drainage should be collected and discharged such that water is not permitted to infiltrate the backfill areas of the structure.

5.4 SINKHOLE CONSIDERATIONS

There is some inherent risk associated with building on any site underlain by carbonate rock. This risk can be reduced but not eliminated by preparing the site as described in this report. At this site, control of surface water during construction and over the project life will be very important to reduce the potential for sinkhole development. If a sinkhole develops, the appropriate corrective action is dependent on the size and location of the sinkhole. As described herein, GEOServices should be retained to observe site and subgrade preparation activities. If sinkhole conditions are observed, the type of corrective action is most appropriately determined by GEOServices on a case-by-case basis.

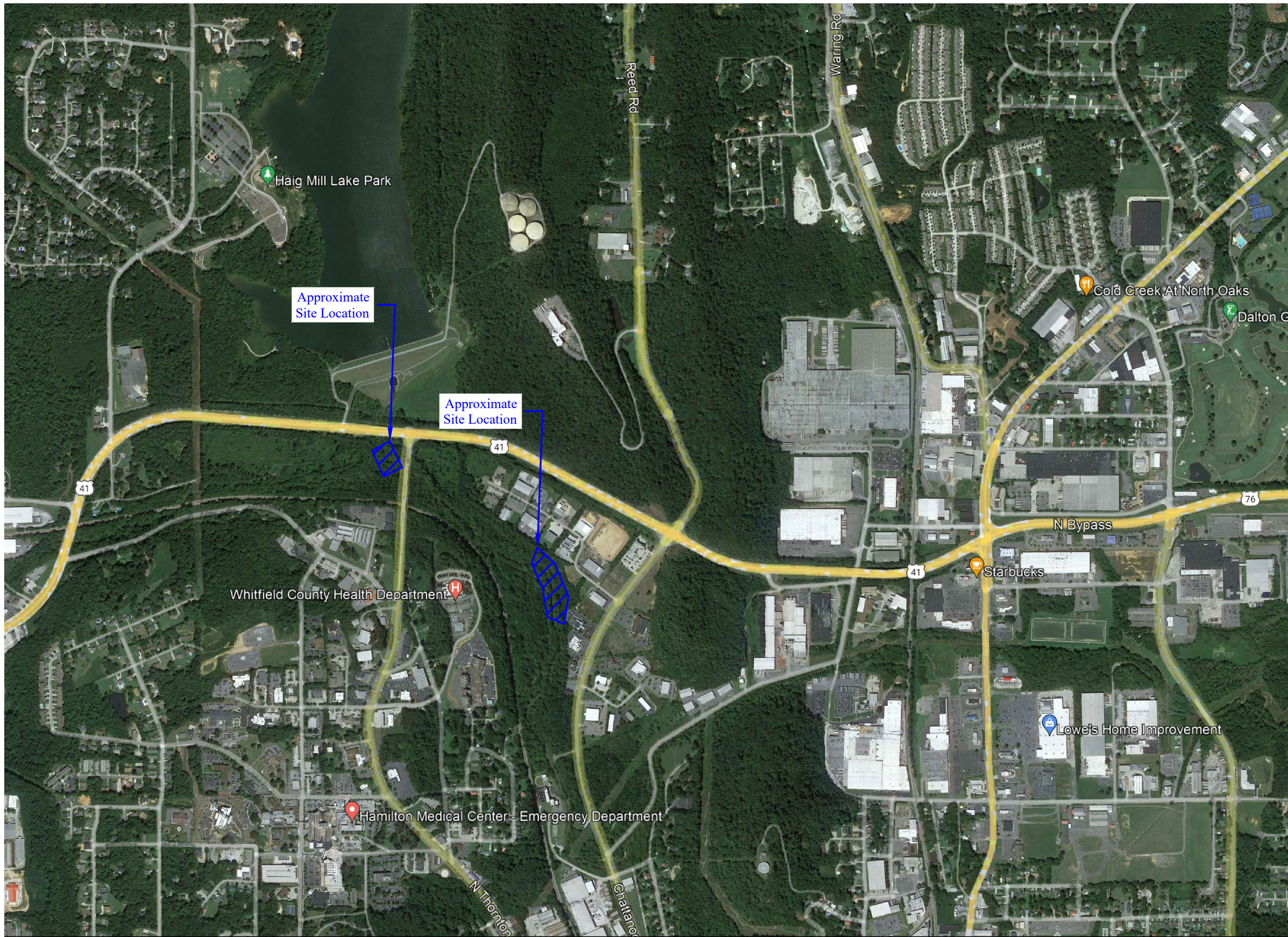
6.0 LIMITATIONS

This report has been prepared in accordance with generally accepted geotechnical engineering practice for specific application to this project. This report is for our geotechnical work only, and no environmental assessment efforts have been performed. The conclusions and recommendations contained in this report are based upon applicable standards of our practice in this geographic area at the time this report was prepared. No other warranty, express or implied, is made.

The analyses and recommendations submitted herein are based, in part, upon the data obtained from the exploration. The nature and extent of variations between the borings will not become evident until construction. We recommend that GEOServices be retained to observe the project construction in the field. GEOServices cannot accept responsibility for conditions which deviate from those described in this report if not retained to perform construction observation and testing. If variations appear evident, then we will re-evaluate the recommendations of this report. In the event that any changes in the nature, design, or location of the project are planned, the conclusions and recommendations contained in this report will not be considered valid unless the changes are reviewed and conclusions modified or verified in writing. Also, if the scope of the project should change significantly from that described herein, these recommendations may have to be re-evaluated.

APPENDIX A

Figures and Test Boring Records



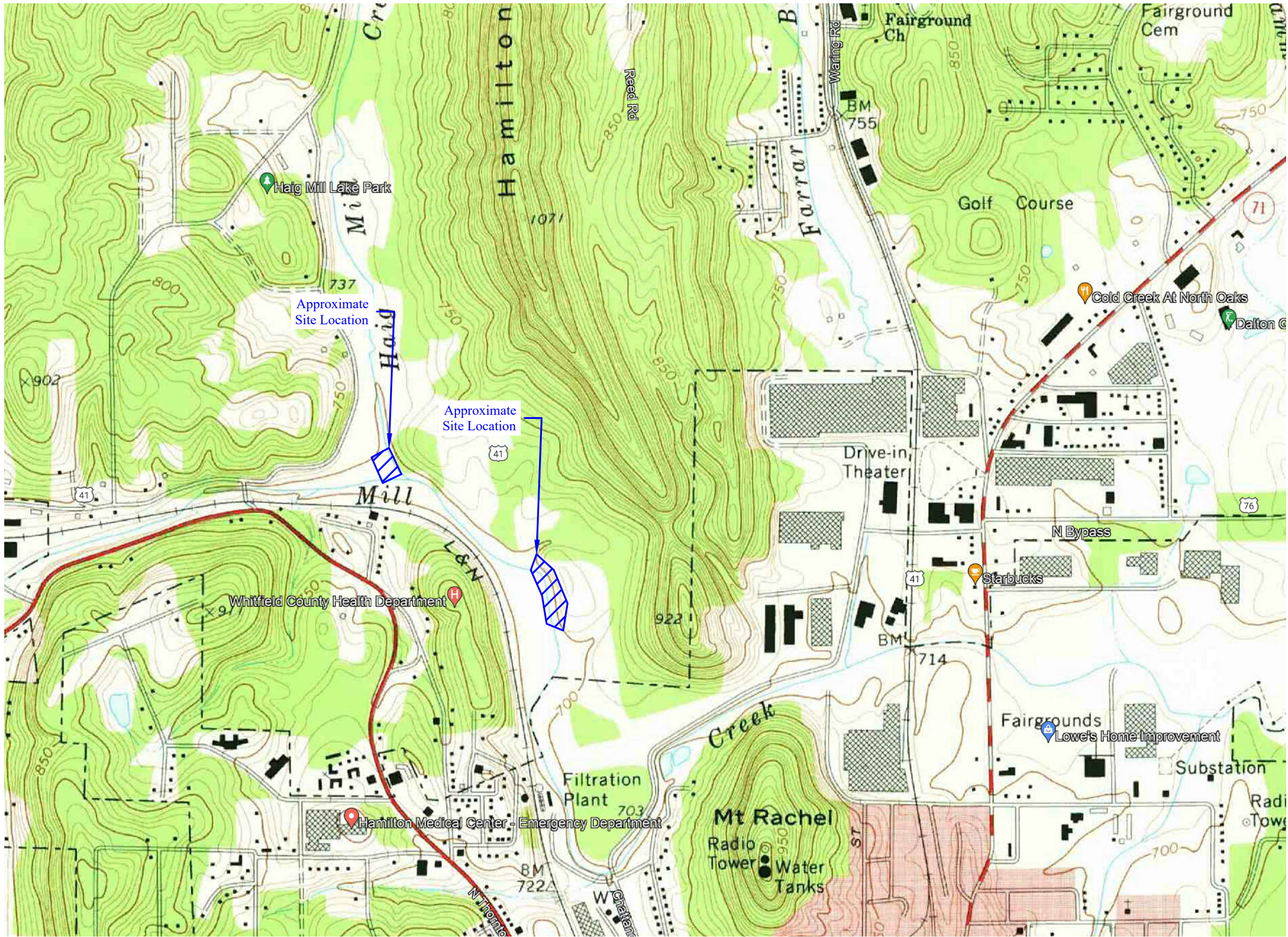
NOTES:

1.) BASE MAP PROVIDED BY GOOGLE EARTH PRO (08/28/19).

SITE VICINITY MAP
Mill Creek Riverwalk - Phase 2
 Dalton, Georgia

DRAWN BY:	AET
APPROVED BY:	JTH
SCALE:	NTS
JOB NO.:	41-21818
DATE:	1/18/2022

GES
 Geotechnical and Materials Engineers
 Phone: (423) 614-6471
 Fax: (423) 614-6479
 5359 North Lee Highway
 Cleveland, Tennessee 37312



NOTES:
 1.) BASE MAP PROVIDED BY USGS TOPOGRAPHIC MAP (1972) - DALTON NORTH QUADRANGLE (GA).

USGS TOPOGRAPHIC MAP
 Mill Creek Riverwalk - Phase 2

Dalton, Georgia

DRAWN BY:	AET
APPROVED BY:	JTH
SCALE:	NTS
JOB NO.:	41-21818
DATE:	1/18/2022

5550 North Lee Highway
 Cleveland, Tennessee 37312
 Phone: (423) 614-6471
 Fax: (423) 614-6479



NOTES:
 1.) BORING LOCATIONS ARE SHOWN IN GENERAL ARRANGMENT ONLY.
 2.) DO NOT USE BORING LOCATIONS FOR DETERMINATIONS OF DISTANCES OR QUANTITIES.
 3.) BASE MAP PROVIDED BY GOOGLE EARTH PRO (8/28/19).
 [Symbol] LOCATION OF SOIL TEST BORING

BORING LOCATION PLAN
Mill Creek Riverwalk - Phase 2
 Dalton, Georgia

DRAWN BY:	AET
APPROVED BY:	JTH
SCALE:	NTS
JOB NO.:	41-21818
DATE:	1/18/2022

GEOS
 Geotechnical and Materials Engineers
 Phone: (423) 614-6471
 Fax: (423) 614-6479
 5359 North Lee Highway
 Cleveland, Tennessee 37312

GENERAL NOTES

FINE AND COARSE GRAINED SOIL PROPERTIES

PARTICLE SIZE

BOULDERS:	GREATER THAN 300 mm
COBBLES:	75 mm to 300 mm
GRAVEL:	4.74 mm to 75 mm
COARSE SAND:	2 mm to 4.74 mm
MEDIUM SAND:	0.425 mm to 2 mm
FINE SAND:	0.075 mm to 0.425 mm
SILTS & CLAYS:	LESS THAN 0.075 mm

COARSE GRAINED SOILS (SANDS & GRAVELS)

N-VALUE	RELATIVE DENSITY
0 - 4	VERY LOOSE
5 - 10	LOOSE
11 - 30	MEDIUM DENSE
31 - 50	DENSE
OVER 50	VERY DENSE

FINE GRAINED SOILS (SILTS & CLAYS)

N-VALUE	CONSISTENCY	Qu, PSF
0 - 2	VERY SOFT	0 - 500
3 - 4	SOFT	500 - 1000
5 - 8	FIRM	1000 - 2000
9 - 15	STIFF	2000 - 4000
16 - 30	VERY STIFF	4000 - 8000
OVER 31	HARD	8000 +

STANDARD PENETRATION TEST (ASTM D1586)

THE STANDARD PENETRATION TEST AS DEFINED BY ASTM D1586 IS A METHOD TO OBTAIN A DISTURBED SOIL SAMPLE FOR EXAMINATION AND TESTING AND TO OBTAIN RELATIVE DENSITY AND CONSISTENCY INFORMATION. THE 1.4 INCH I.D./2.0 INCH O.D. SAMPLER IS DRIVEN 3-SIX INCH INCREMENTS WITH A 140 LB. HAMMER FALLING 30 INCHES. THE BLOW COUNTS REQUIRED TO DRIVE THE SAMPLER THE FINAL 2 INCREMENTS ARE ADDED TOGETHER AND DESIGNATED THE N-VALUE. AT TIMES, THE SAMPLER CAN NOT BE DRIVEN THE FULL 18 INCHES. THE FOLLOWING REPRESENTS OUR INTERPRETATION OF THE STANDARD PENETRATION TEST WITH VARIATIONS.

BLOWS/FOOT (N-VALUE)

DESCRIPTION

25.....25 BLOWS DROVE SAMPLER 12" AFTER INITIAL 6" SEATING
75/10".....75 BLOWS DROVE SAMPLER 10" AFTER INITIAL 6" SEATING
50/PR.....PENETRATION REFUSAL OF SAMPLER AFTER INITIAL 6" SEATING

SAMPLING SYMBOLS

ST:	UNDISTURBED SAMPLE
SS:	SPLIT SPOON SAMPLE
CORE:	ROCK CORE SAMPLE
AU:	AUGER OR BAG SAMPLE

SOIL PROPERTY SYMBOLS

N:	STANDARD PENETRATION, BPF
M:	MOISTURE CONTENT %
LL:	LIQUID LIMIT %
PI:	PLASTICITY INDEX %
Qp:	POCKET PENETROMETER VALUE, TSF
Qu:	UNCONFINED COMPRESSIVE STRENGTH, TSF
DUW:	DRY UNIT WEIGHT, PCF

ROCK PROPERTIES

ROCK HARDNESS



ROCK QUALITY DESIGNATION (RQD)

PERCENT	QUALITY
90 TO 100	EXCELLENT
75 TO 90	GOOD
50 TO 75	FAIR
25 TO 50	POOR
0 TO 25	VERY POOR

VERY SOFT:	ROCK DISINTEGRATES OR EASILY COMPRESSES TO TOUCH: CAN BE HARD TO VERY HARD SOIL.
SOFT:	ROCK IS COHERANT BUT BREAKS EASILY TO THUMB PRESSURE AT SHARP EDGES AND CRUMBLES WITH FIRM HAND PRESSURE.
MODERATELY HARD:	SMALL PIECES CAN BE BROKEN OFF ALONG SHARP EDGES BY CONSIDERABLE HARD THUMB PRESSURE: CAN BE BROKEN BY LIGHT HAMMER BLOWS.
HARD:	ROCK CAN NOT BE BROKEN BY THUMB PRESSURE, BUT CAN BE BROKEN BY MODERATE HAMMER BLOWS.
VERY HARD:	ROCK CAN BE BROKEN BY HEAVY HAMMER BLOWS.

PROJECT NAME Mill Creek Riverwalk
DATE 1/13/22
DRILLING CONTRACTOR Tri-State Drilling
DRILLING METHOD Hollow Stem Auger
GROUND ELEVATION --- **PROPOSED FFE** ---
REFUSAL Depth 8.2 ft
TOP OF ROCK Depth 8.2 ft
BEGAN CORING ---
FOOTAGE CORED (LF) ---
BOTTOM OF HOLE Depth 8.2 ft

GEOServices PROJECT# 41-21818
PROJECT LOCATION Dalton, Georgia
LOGGED BY A. Thomas **ON-SITE REP.** ---
LATITUDE / LONGITUDE ---
NORTHING / EASTING ---
GROUND WATER LEVELS:
AT END OF DRILLING ---
AFTER 1 HOUR ---
AFTER 24 HOURS ---



DEPTH (ft)	ELEVATION (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	MOISTURE CONTENT (%)	ATTERBERG LIMITS	
								LIQUID LIMIT	PLASTICITY INDEX
0			TOPSOIL (4 inches)						
			LEAN CLAY (CL) with organics and rock fragments - dark gray brown, dark brown, and red brown; firm; moist (FILL)	SS 1		2-4-2 (6)	28		
			LEAN CLAY (CL) with sand and chert fragments - brown and gray; very stiff; very moist to moist (RESIDUUM)	SS 2		1-6-19 (25)	19	32	14
5				SS 3		7-10-14 (24)	17		

Refusal at 8.2 feet.
 Bottom of borehole at 8.2 feet.

NOTES:

PROJECT NAME Mill Creek Riverwalk
 DATE 1/13/22
 DRILLING CONTRACTOR Tri-State Drilling
 DRILLING METHOD Hollow Stem Auger
 GROUND ELEVATION --- PROPOSED FFE ---
 REFUSAL Depth 7.8 ft
 TOP OF ROCK Depth 7.8 ft
 BEGAN CORING ---
 FOOTAGE CORED (LF) ---
 BOTTOM OF HOLE Depth 7.8 ft

GEOServices PROJECT# 41-21818
 PROJECT LOCATION Dalton, Georgia
 LOGGED BY A. Thomas ON-SITE REP. ---
 LATITUDE / LONGITUDE ---
 NORTHING / EASTING ---
 GROUND WATER LEVELS:
 AT END OF DRILLING ---
 AFTER 1 HOUR ---
 AFTER 24 HOURS ---



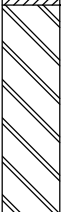
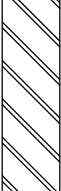


DEPTH (ft)	ELEVATION (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	MOISTURE CONTENT (%)	ATTERBERG LIMITS	
								LIQUID LIMIT	PLASTICITY INDEX
0			TOPSOIL (4 inches)						
			LEAN CLAY (CL) with organics and rock fragments - dark gray brown, dark brown, and red brown; firm; moist (FILL)	SS 1		3-3-4 (7)			
			LEAN CLAY (CL) with sand and chert fragments - brown and gray; stiff to very stiff; very moist to moist (RESIDUUM)	SS 2		3-5-7 (12)			
5				SS 3		6-9-10 (19)			

Refusal at 7.8 feet.
 Bottom of borehole at 7.8 feet.

NOTES:

PROJECT NAME Mill Creek Riverwalk
 DATE 1/13/22
 DRILLING CONTRACTOR Tri-State Drilling
 DRILLING METHOD Hollow Stem Auger
 GROUND ELEVATION --- PROPOSED FFE ---
 REFUSAL ---
 TOP OF ROCK ---
 BEGAN CORING ---
 FOOTAGE CORED (LF) ---
 BOTTOM OF HOLE Depth 20.0 ft

GEOservices PROJECT# 41-21818
 PROJECT LOCATION Dalton, Georgia
 LOGGED BY A. Thomas ON-SITE REP. ---
 LATITUDE / LONGITUDE ---
 NORTHING / EASTING ---
 GROUND WATER LEVELS:
 AT END OF DRILLING ---
 AFTER 1 HOUR ---
 AFTER 24 HOURS ---


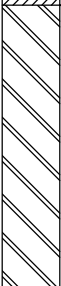

DEPTH (ft)	ELEVATION (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	MOISTURE CONTENT (%)	ATTERBERG LIMITS	
								LIQUID LIMIT	PLASTICITY INDEX
0			TOPSOIL (6 inches)						
			LEAN CLAY (CL) with chert fragments - red brown and tan; very stiff; moist (RESIDUUM)	SS 1		4-7-10 (17)	25		
			LEAN TO FAT CLAY (CL-CH) with sand, trace amounts of sandstone fragments, and a slight shale structure - red brown and brown; very stiff to stiff; moist to very moist (RESIDUUM)	SS 2		5-8-11 (19)	27		
				SS 3		3-6-6 (12)	37		
				SS 4		3-5-5 (10)	30		
			FAT CLAY (CL) with trace amounts of rock fragments and black mottling - brown and tan; stiff; very moist (RESIDUUM)	SS 5		2-4-6 (10)	48		
				SS 6		4-5-5 (10)	52		

NOTES:

Bottom of borehole at 20.0 feet.

PROJECT NAME Mill Creek Riverwalk
 DATE 1/13/22
 DRILLING CONTRACTOR Tri-State Drilling
 DRILLING METHOD Hollow Stem Auger
 GROUND ELEVATION --- PROPOSED FFE ---
 REFUSAL ---
 TOP OF ROCK ---
 BEGAN CORING ---
 FOOTAGE CORED (LF) ---
 BOTTOM OF HOLE Depth 20.0 ft

GEOServices PROJECT# 41-21818
 PROJECT LOCATION Dalton, Georgia
 LOGGED BY A. Thomas ON-SITE REP. ---
 LATITUDE / LONGITUDE ---
 NORTHING / EASTING ---
 GROUND WATER LEVELS:
 AT END OF DRILLING ---
 AFTER 1 HOUR ---
 AFTER 24 HOURS ---

DEPTH (ft)	ELEVATION (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	MOISTURE CONTENT (%)	ATTERBERG LIMITS	
								LIQUID LIMIT	PLASTICITY INDEX
0			TOPSOIL (4 inches)						
			LEAN CLAY (CL) with chert fragments - red brown and tan; stiff; moist (RESIDUUM)	SS 1		4-6-7 (13)	27		
			LEAN TO FAT CLAY (CL-CH) with rock fragments - red brown and tan; firm to stiff; moist (RESIDUUM)	SS 2		3-4-4 (8)	33	52	24
5				SS 3		5-5-6 (11)	36		
			FAT CLAY (CH) with trace amounts of rock fragments - brown and tan; stiff to very stiff; moist to very moist (RESIDUUM)	SS 4		4-7-7 (14)	42		
10				SS 5		6-7-6 (13)	50		
15				SS 6		5-8-10 (18)	51		
20									

NOTES:

Bottom of borehole at 20.0 feet.

APPENDIX B

Soil Laboratory Data

SOIL DATA SUMMARY
Mill Creek Riverwalk Phase 2 - Dalton, Georgia
GEOServices Project No. 41-21818
January 20, 2022

Boring Number	Sample Number	Depth (feet)	Natural Moisture Content	Atterberg Limits			Soil Type
				LL	PL	PI	
B-1	1	1.0-2.5	27.8%				
	2	3.5-5.0	18.8%	32	18	14	CL
	3	6.0-7.5	17.2%				
B-3	1	1.0-2.5	25.0%				
	2	3.5-5.0	26.9%				
	3	6.0-7.5	36.6%				
	4	8.5-10.0	30.4%				
	5	13.5-15.0	47.6%				
	6	18.5-20.0	52.4%				
B-4	1	1.0-2.5	27.2%				
	2	3.5-5.0	32.6%	52	28	24	CH
	3	6.0-7.5	35.8%				
	4	8.5-10.0	41.9%				
	5	13.5-15.0	49.8%				
	6	18.5-20.0	51.4%				

APPENDIX III – PERMITS



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

7/18/2022

Megan Elliott
300 W Waugh Street
Dalton, GA, 30722

Dear Applicant,

RE: 7410 - Special Encroachment - Limited - A-313-007574-6, 00000300, 19.45 - 19.50, Whitfield

Your permit application to perform specified work within the right of way limits of the above referenced State Highway has been duly executed on behalf of the Department of Transportation. However, construction work as approved by the permit must begin within 90 days of this approval letter or the permit will be void. Your permit copy has been forwarded to Teddy H. Stanfield, Area Permit Inspector. His/her address is District Six- Cartersville, 1313 North Tibbs Road, Dalton, GA, 30720. His/her phone number is 706-272-2211

It will be necessary for you or your representative to contact the Area Permit Inspector to claim your permit copy and identification sign, discuss the beginning of construction date, and methods of complying with permit requirements. He/She will set the time that he/she can furnish personnel for the required supervision of your work. Please contact him/her at least 24 hours in advance of your planned construction beginning time. It is suggested that you contact her/her by telephone before any personal visits. Your approved permit and a copy of the approved plans are required to be kept on the construction site at all times during construction.

With this approval, as the applicant, you agree to make any utility relocation or adjustments deemed necessary by the Area Permit Inspector, and abide by the special requirements attached to the application.

Please notify the Area Permit Inspector upon completion of work under this permit so that a final inspection may be conducted. Upon approval of completed work, you will be released from the performance bond or escrow. You should request said inspection only after you feel that all work has been completed in compliance with all requirements and a satisfactory stand of grass has been obtained. No work under this permit is to be considered accepted by the Department until you are so notified in writing by the District Engineer.

Special Requirements: None

Yours very truly,

District Engineer D6
District Engineer

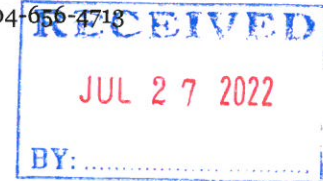


GEORGIA
DEPARTMENT OF NATURAL RESOURCES

ENVIRONMENTAL PROTECTION DIVISION

Richard E. Dunn, Director

EPD Director's Office
2 Martin Luther King, Jr. Drive
Suite 1456, East Tower
Atlanta, Georgia 30334
404-656-4718



July 18, 2022

Mr. Andrew Parker
City of Dalton
PO Box 1205
Dalton, GA 30720

RE: Request for Variance under the Provisions of O.C.G.A. § 12-7-6(b)(15)
Dalton Riverwalk
Whitfield County

Dear Mr. Parker:

The Georgia Environmental Protection Division (EPD) has reviewed your stream buffer variance application for the above-referenced project. The review was conducted to consider the potential impacts of the proposed project's encroachment on buffers to State waters within the context of the Georgia Erosion and Sedimentation Act and the potential impact to State waters within the context of Georgia's National Pollutant Discharge Elimination System (NPDES) General Permits for Stormwater Discharges Associated with Construction Activities. This review, and the variance granted herein, is limited to only the request(s) in the application that you submitted for permission to conduct land-disturbing activities within 25-foot areas located immediately adjacent to the banks of State waters where vegetation has been wrested by normal stream flow or wave action. To the extent that your buffer variance application includes a request to conduct land-disturbing activities within 25 feet of State waters where there is no vegetation that has been wrested by normal stream flow or wave action, such request has not been considered by EPD, and the related activity is not addressed in the variance granted herein.

Pursuant to Ga. Comp. R. and Regs. 391-3-7-.05(2)(f) and subject to the conditions and contingencies described further below, authorization is hereby granted to encroach within the 25-foot buffer adjacent to State waters as delineated in your application dated April 18, 2022. ***Buffer impacts authorized by this variance must be completed within five years of the date of this approval letter. If the approved buffer impacts cannot be completed prior to the expiration date, a time extension must be requested in writing at least 90 calendar days prior to the expiration date with justifiable cause demonstrated.***

Authorization for the above referenced project is subject to the following conditions and contingencies:

- 1) All graded slopes 3:1 or greater must be hydroseeded and covered with Georgia DOT approved wood fiber matting or coconut fiber matting. If not hydroseeded, Georgia DOT approved matting that has been incorporated with seed and fertilizer must be used. All slopes must be properly protected until a permanent vegetative stand is established;
- 2) The amount of land cleared during construction must be kept to a minimum;

- 3) All disturbed areas must be seeded, fertilized and mulched as soon as the final grade is achieved. Also, these disturbed areas must be protected until permanent vegetation is established;
- 4) A double row of Georgia DOT type "C" silt fence or an approved high performance silt fence must be installed between the land disturbing activities and State waters where appropriate;
- 5) Buffer variance conditions must be incorporated into any Land Disturbing Activity Permit issued by Whitfield County for this project;
- 6) This project must be conducted in strict adherence to the approved erosion and sedimentation control plan and any Land Disturbing Activity Permit issued by Whitfield County; and
- 7) The applicant must purchase 516 stream mitigation credits from within the same 8-digit HUC as the buffer impacts and the sales receipt verifying the credit purchase shall be forwarded to the EPD by return receipt certified mail (or similar service) or delivery receipt email by the applicant to document buffer mitigation compliance at least 14 days prior to any land disturbance on site. Proof of delivery and receipt is the applicant's responsibility.

The granting of this approval does not relieve you of any obligation or responsibility for complying with the provisions of any other law or regulations of any federal, local or additional State authority, nor does it obligate any of the aforementioned to permit this project if they do not concur with its concept of development/control. As a delegated "Issuing Authority," Whitfield County is expected to ensure that the stream buffer variance requirements are met for this project and is empowered to be more restrictive in this regard.

If you have questions concerning this letter, please contact Brian Kent, Erosion and Sedimentation Control Unit, Nonpoint Source Program, at (470) 604-9419.

Sincerely,



Richard E. Dunn
Director

RED:bk

cc: Alexander Ottley, River to Tap Inc
Allen Peterfreund, American Consulting Professionals, LLC
Chris Hester, Whitfield County
Jim Hakala, Wildlife Resources Division, Region 1 Fisheries Management
Robert Amos, Georgia Soil and Water Conservation Commission
Kevin Dallmier, EPD Mountain District Manager

File: BV-155-22-01



July 29, 2022

Gregg Hudock, P.E.
Golder Associates, Inc.
5170 Peachtree Road
Building 100, Suite 300
Atlanta, GA 30341

Subject: Lower Haig Mill Reservoir Dam
Whitfield County
Permit # 155-021-04970

Dear Mr. Hudock:

We are in receipt of your letter dated July 27, 2022, concerning the proposed Mill Creek Riverwalk to be constructed by the City of Dalton around the perimeter of the subject dam. It is our understanding that you have been involved with the project to minimize or avoid impacts to the dam.

We concur that, as designed, the proposed Mill Creek Riverwalk will not impact the dam or its spillway, and no coordination with our office will be required. If the design changes such that there may be impacts to the dam or the spillway, then further review may be required by our office at that time.

If you have any questions, please contact me at 470-524-0663 or at david.griffin@dnr.ga.gov.

Sincerely,

David M. Griffin, P.E.
Program Manager
Safe Dams Program

cc: David Oxford, Dalton Utilities
Mark Buckner, P.E., Dalton Utilities
Keith Coffey, Dalton Utilities
Andrew Parker, City of Dalton
Allen Peterfreund, P.E., American Consulting Professionals, Inc.



CITY COUNCIL AGENDA REQUEST

Meeting Type:	Mayor & Council Meeting
Meeting Date:	January 17, 2023
Agenda Item:	Fireworks Display Agreement with Pyrotecnico for July 4th Fireworks Display
Department:	Recreation
Requested By:	Caitlin Sharpe
Reviewed/Approved by City Attorney?	Yes
Cost:	\$33,000
Funding Source if Not in Budget	Recreation General Fund

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

Fireworks Display Agreement with Pyrotechnico is attached.

Request for proposals for the 2023 July 4th firework display show was publicized through the month of December. The City received two responses. Of the two responses, Pyrotechnico's proposal included all necessary insurance for the event, trained technicians to provide the display, a variety of shell and special effects to provide a safe and quality display show.

The total cost of the show is \$33,000. The total includes pre-show advance payment, payment for show and permit fee.

PYROTECNICO FIREWORKS, INC.

This Fireworks Display Agreement (“Agreement”) entered into this on **January 13, 2023** by and between PYROTECNICO FIREWORKS, INC. (“Pyrotecnico”) and **City of Dalton, GA** (CUSTOMER).

Pyrotecnico, for and in consideration of the terms hereinafter mentioned, agrees to furnish to the CUSTOMER _Fireworks Display(s) and related services (“Fireworks Display”), including the services of Pyrotecnico’s on-site representative to take charge of and perform the Fireworks Display under the supervision and direction of the CUSTOMER. The Firework Display to be given on **July 4, 2023.** (the “Display Date”), weather permitting.

Customer agrees to pay Pyrotecnico the sum of **\$33,000.00 (*includes \$100.00 permit fee)** (the “Contract Price”). Pyrotecnico will invoice CUSTOMER a deposit of **\$16,550.00** is due **March 31, 2023.** and the final balance shall be due **Net 10** from the Display Date. A service fee of 1 ½% per month shall be added if the account is not paid in full within 30 days of the Display Date. CUSTOMER agrees to pay any and all collection costs, including reasonable attorney’s fees and court costs incurred by Pyrotecnico for any amount due under this Agreement.

Pyrotecnico and CUSTOMER agree that should inclement weather prevent the performance of the Fireworks Display on the Display Date, the parties shall agree to a mutually convenient alternate date, within three (3) months of the Display Date. If the show is rescheduled prior to Pyrotecnico’s truck leaving the facility, CUSTOMER shall remit to Pyrotecnico an additional **\$5,035.00** for additional expenses in presenting the Fireworks Display on an alternate date. If the show is rescheduled after Pyrotecnico’s truck leaves the facility, CUSTOMER shall remit to Pyrotecnico an additional **\$13,260.00** for additional expenses incurred. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of Pyrotecnico. In the event the CUSTOMER does not choose to reschedule another date or cannot agree to a mutually convenient date, Pyrotecnico shall be entitled to **\$16,550.00.**

Pyrotecnico agrees to furnish all necessary fireworks display materials and personnel for fireworks display in accordance with the program approved by the parties. Quantities and varieties of products in the program are approximate. After final design, exact specifications will be supplied upon request. Should this display require any Union, permit, or fire department related costs; their fees are not included in the Contract Price.

CUSTOMER will timely secure and provide the following: (a) Sufficient area for the display, including a minimum spectator set back distance of **600 FEET** at all points from the discharge area; (b) Funds for all permits, licenses, and approvals as required by local, state and federal laws for the Fireworks Display; (c) Protection of the display area by roping-off or similar facility; (d) Adequate police protection to prevent spectators from entering display area; (e) Search of the fallout area at first light following a nighttime display; and (f) Provide credit as “Fireworks by Pyrotecnico” in all advertising and marketing materials.

Pyrotecnico will maintain general liability, property damage, transportation and workers compensation insurance. All those entities/individuals who are listed on the certificate of insurance, provided by Pyrotecnico, will be deemed to be an additional insured on such policy. This insurance coverage specifically does not include coverage for any independent acts of negligence of any additional insured.

CUSTOMER shall indemnify, defend and hold harmless Pyrotecnico and its shareholders, directors, officers, employees, agents, representatives and insurers from any and all demands, claims, causes of action, judgments or liability (including the costs of suit and reasonable attorneys’ fees) arising from damage to or destruction of property (including both real and personal) or bodily or personal injuries (including death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the negligence or willful misconduct of CUSTOMER or its employees, agents, contractors or representatives, (b) the failure of CUSTOMER to comply with its obligations under this Agreement, or (c) any claims or actions arising out of Pyrotecnico's use of the show site. This Agreement contains the entire agreement between the Parties for this show and any prior agreements are terminated. This Agreement may only be amended, revised or terminated in writing, executed by the Party against which enforcement is asserted. The parties hereto do mutually and severally guarantee terms, conditions, and obligations under this Agreement to be binding upon the parties, themselves, their successors and assigns.

PYROTECNICO :

CUSTOMER:

By (sign): _____
Name: _____
Title: _____
Date: _____
Address: PO Box 149
New Castle PA 16103
Phone: (724) 652-9555
Email: contracts@pyrotecnico.com

By (sign)_: _____
Name: _____
Title: _____
Date: _____
Address: _____
Phone: _____
Email: : _____

Sponsor Initials: _____



CONTACT/INSURANCE INFORMATION FORM

You must return this form with your signed Agreement for the Certificate of Insurance to be issued, and for the permit application to be completed and submitted. If information isn't applicable, please state such by indicating "N/A".

Customer Name (Entity Contracting Pyrotecnico): _____

Primary Point of Contact Name: _____

Phone: _____ Fax: _____

Email: _____

Billing Address: _____

City, State & Zip: _____

Accounts Payable Contact: _____

Accounts Payable Email: _____

Date(s) of Show: _____ Display Start Time(s): _____

Rain/Postponed Date(s): _____

Day-of-Show Contact Name: _____

Day-of-Show Mobile Phone Number: _____

Day-of-Show Email: _____

Display Site Location(s) and
Address(es): _____

If Pyrotecnico has produced a show at this site, has the geography changed (i.e. new structures, new terrain, etc.)? If yes, please describe:

Additionally Insured – If Applicable:



PYROTECNICO™
VITALE FAMILY FIREWORKS • 1889

City of Dalton Parks and Recreation Department
Dalton, GA
July 4, 2023



PYROTECNICO™ fx
AMPLIFYING EXCITEMENT | SINCE 1889

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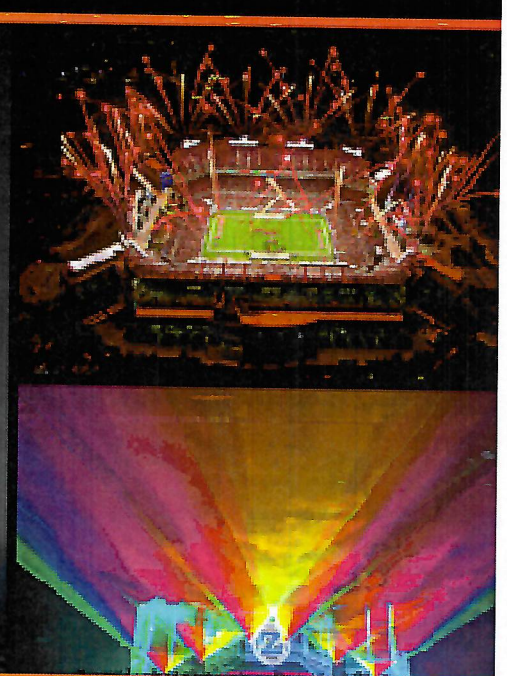


We produce each show with tireless dedication. We treat each employee, supplier, and regulator with respect. Individual and team initiative drives our company. Imaginative people are the core of our success. Insuring safety is our top priority. Great performances are our passion.

WHAT THIS MEANS FOR YOUR EVENT

You have a vision for your event and Pyrotecnico will work tirelessly to design a spectacular display to match that vision. Our staff has an unrivaled passion for what we do and that results in superior customer service, advanced display designs, and safe certified/licensed pyrotechnicians for your event.





Stephen Vitale - President & CEO - svitale@pyrotecnico.com

As the President and CEO of Pyrotecnico, Stephen provides the leadership for all of our employees and creates the philosophy by which we excel. Stephen has 30 years of experience in the fireworks and special effects industries.

Mark DeVincentis - Chief Financial Officer - mdevincentis@pyrotecnico.com

Mark oversees Pyrotecnico's finance department, and handles Pyrotecnico's daily finances, insurance, and billing.

Chris Liberatore - Vice President Director of Sales - cliberatore@pyrotecnico.com

Chris supervises the servicing of client accounts, ensuring that you are completely satisfied with our service and your crowd will experience the best show they have ever seen.

Duane Browning- Account Manager - dbrowning@pyrotecnico.com

Justin services client accounts, making sure that all aspects of your program are completed in a timely manner.

Mary Killingsworth - Sales Coordinator - mkillingsworth@pyrotecnico.com

Mary aids Justin in making sure every detail of the preparation process has been addressed.

(Confidential)

References

- 1) Lake Lanier Islands - Bucky Perry 404-319-5884
- 2) City of Peachtree City - Angela Egan 678-596-1339
- 3) City of Loganville - Kristy Daniels 404-290-5884
- 4) City of Covington - Robert Foxworth 404-375-3001



Client:

City of Dalton Parks & Recreation Department
Dalton, GA

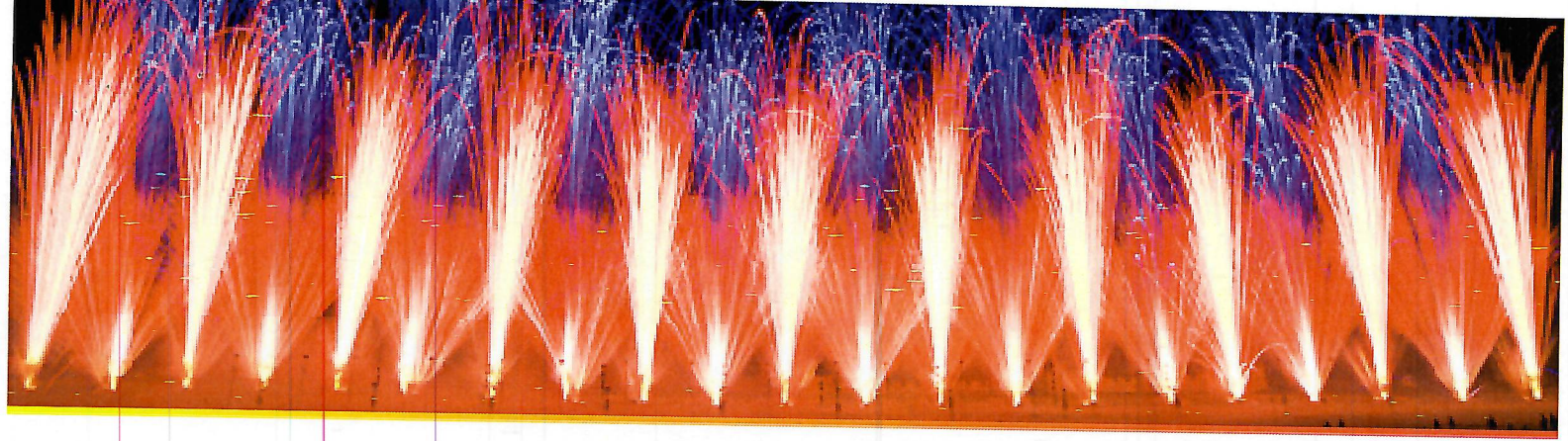
Event Date: July 4, 2023

Prepared for: Ms. Caitlin Sharpe - Director

This Presentation Includes:

- All necessary insurance to include 10 million dollar general liability insurance, 10 million in commercial transportation insurance, and state worker's compensation.
- Our trained technicians to produce the display.
- All transportation and delivery costs. Transportation provided by our commercially licensed drivers.
- All necessary safety precautions to provide a safe and spectacular display, assistance with local and state firework display permits.
- The widest variety of top quality shell and special effects from around the globe that includes our own American products





Opening Presentation

The Opening Presentation will start your display off “with a bang.” A “mini-finale” will excite the crowd and get them energized for a great show.

- 20 3-inch Assorted Color Changing Star Shells
- 12 4-inch Assorted Color Changing Star Shells
- 10 5-inch Assorted Color Changing Star Shells

42 Total Opening Shells

Body

The majority of your display will be fired during the Body presentation. It will have a balanced pace with constant action. Radiant color combinations like Violet & Lemon, Aqua & Pink, and the always treasured Red, White, & Blue. Amazing effects such as Crossette, Twitter Glittering, Rings, and Color Changing Chrysanthemums will be mixed in to illuminate your skies!

- 180 3-inch Assorted Aerial Display Shells

Note: Above shells will be individually fired or tied in combination flights of Two, Three, Five or Ten Shells per Flight

- 208 4-inch Assorted Aerial Display Shells

Note: Above shells will be individually fired or tied in combination flights of Two, Three or Six Shells per Flight

- 144 5-inch Assorted Aerial Display Shells

Note: Above shells will be individually fired or tied in combination flights of Two, Three or Five Shells per Flight

- 90 6-inch Assorted Aerial Display Shells

Note: Above shells will be individually fired or tied in combination flights of Two, Three or Four Shells per Flight

622 Total Body Shells

Your Grand Finale Presentation

The Grand Finale Presentation is the ultimate crowd pleaser and most exhilarating part of your display. When the sky erupts with Multi-Color Peonies and Thunderous Salutes, there is no better visual experience. They will end your event in style and leave the audience wanting more!

120	3-inch Titanium Salutes
200	3-inch Assorted Color Star Shells
60	4-inch Assorted Color Star Shells
30	5-inch Assorted Color Star Shells
410	Total Finale Shells



DETAILS

\$32,930.00 High Impact Aerial Fireworks Display
\$70.00 Permit Application Fee

*Suggested 20-22 Minute Duration

GRAND TOTAL

\$33,000.00





We take pride in our ability to "layer" the sky with vivid surprises at varying heights and widths, painting the entire sky into beautiful scenes of color. Your show will be unique and precise, with a timeline that will include an opening mini-finale of bursts to kick off the display, followed by a body filled with unique scenes and special effect barrages, and concluding with a grand finale that will light up the sky like nothing your audience has ever seen!



*Maximum shell heights will vary for each individual display.
 *On average, shells will reach 100' of elevation for every inch in shell diameter.
 (Example: 2" shells will reach approximately 200' in elevation.)



AMPLIFYING EXCITEMENT SINCE 1889

UNMATCHED INNOVATION

Imaginative people are the core of our success, and our creative team is constantly raising the bar and scouring the globe for new technologies. You can rest assured that your display will be innovative and unforgettable in every aspect.

AWARD-WINNING DISPLAY DESIGN

Our creative team has won many international awards for our unique choreography and impeccable synchronicity, including the coveted Gold Jupiter award among others.

EXCEPTIONAL TEAM

Our exceptional team will ensure that every aspect of your show is completely taken care of from permitting and safety regulations to show execution and clean up, so you can sit back and enjoy the time leading up to your exciting event. We will have the details under control every step of the way.

125 YEARS EXPERIENCE

We are bringing 125 years of experience to the table, giving us the knowledge and ability to use the absolute best technology, techniques, and the most innovative products with the utmost safety. We have lived and breathed fireworks and special effects for 125 years, and we will see your show through from concept to clean up.





THANK YOU

Thank you for the time and consideration that you have given us.

We recognize that your standards of excellence must be matched by the vendors that you select for any event. We are honored to have this opportunity to accomplish something spectacular for your organization, and will always strive to exceed expectations.

Pyrotecnico will work tirelessly throughout this process to ensure that every element of the program runs smoothly. From permitting and license paperwork, to design and choreography, to the safe operation of your display, we will endeavor to provide peace-of-mind throughout our partnership.

Thank you again and we look forward to hearing from you very soon.

Justin Pruett | Show Producer
800. 854. 4705 (Office)
803. 271. 5944 (Cell)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

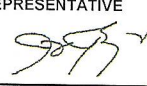
PRODUCER Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 E-MAIL ADDRESS: info@brittongallagher.com	FAX (A/C, No): 216-658-7101	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Pyrotechnico Fireworks Inc. P.O. Box 149 299 Wilson Road New Castle PA 16103	2299	INSURER A: Everest Indemnity Insurance Co.	10851
		INSURER B: Everest Denali Insurance Company	16044
		INSURER C: Arch Speciality Ins Co	21199
		INSURER D: Continental Indemnity Company	28258
		INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1347995337 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	SI8ML00891-221	1/14/2022	1/14/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	SI8CA00141-221	1/14/2022	1/14/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	UXP1035252-02	1/14/2022	1/14/2023	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	82-872096-04-27	6/7/2022	6/7/2023	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Excess Liability #2	Y	Y	SI8EX01314-221	1/14/2022	1/14/2023	Each Occ/ Aggregate Total Limits	\$5,000,000 \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

CERTIFICATE HOLDER Proof of Insurance	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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STATE OF GEORGIA

OFFICE OF

GEORGIA SAFETY FIRE COMMISSIONER

License No. PAF21-000015

JOHN F. KING

COMMISSIONER OF INSURANCE
SAFETY FIRE COMMISSIONER

620 West Tower, 2 Martin Luther King, Jr. Drive
Atlanta, Georgia 30334

PROXIMATE AUDIENCE FIREWORKS AND/OR PYROTECHNICS DISPLAY

Pursuant to O.C.G.A. Title 25, Chapter 10, and the Rules and Regulations of the Safety Fire Commissioner, this license is issued for the purpose of conducting Proximate Audience Fireworks and/or Pyrotechnics Displays only for the following company and listed operators thereof:

PYROTECNICO
299 WILSON ROAD
NEW CASTLE, PA 16101

This license is revocable and may be suspended upon violation of any of the provisions of the Rules and Regulations promulgated thereunder.

Date Issued: Apr 13, 2021

Expiration Date: Dec 31, 2021

Regulatory Fee: \$1,500.00

OPERATORS

By: _____

Safety Fire Commissioner/Designee



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: Jan 17th, 2023

Agenda Item: Cyber Watch Systems Consulting Services

Department: Information Technology

Requested By: Jorge Paez

Reviewed/Approved by City Attorney? Yes

Cost: \$5,925

Funding Source if Not in Budget I.T. - General Funds

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

Cyber Watch Systems is a cyber security team that focuses on emerging risks and threat protection solutions, as well as policy creation and strategic planning. We are looking to enter this contract with Cyber watch systems to aid us in the creation of a security roadmap according to our current security posture and risk level. The project will be set not to exceed the total of \$5,925. That will come from IT department's General operating budget.



MASTER SERVICES AGREEMENT **BETWEEN [COMPANY NAME] AND Cyber Watch Systems LLC**

This AGREEMENT is made effective as of this ____ day of , 202__ between Cyber Watch Systems, LLC, a Texas limited liability company with offices at 5717 Legacy Drive Suite 250, Plano, TX 75024 (hereinafter referred to as "CWS" or "Cyber Watch Systems"), and Customer The City of Dalton, Georgia, a municipal corporation, with principal place of doing business at 300 W Waugh St, Dalton, GA 30720 (hereinafter referred to as the "Customer").

1. PURPOSE

This Agreement sets forth terms and conditions under which Cyber Watch Systems agrees to provide and Customer agrees to accept and pay for services as specified below.

2. NATURE AND SCOPE OF SERVICES TO BE PROVIDED BY CYBER WATCH SYSTEMS:

- (a) Cyber Watch Systems will deliver the services specified in the Statement(s) of Work to be attached hereto as appendices, as may be amended, supplemented or replaced from time to time by the written consent or agreement of the parties.
- (b) . All services ordered by Customer will be specified on a Statement of Work, the terms and conditions of which will expressly be incorporated and made a part of this Agreement, that will define the scope of the work or service, the charges, the terms and conditions of payment, and any other elements of agreement between the parties. In the event of any conflict or inconsistency between the terms of this Agreement and a Statement of Work, the terms of this Agreement will control solely for the conflicting issue. Customer and Cyber Watch Systems shall each sign and retain a copy of each Statement of Work.

3. CONFIDENTIAL INFORMATION

During the course of performing hereunder, Customer may obtain from Cyber Watch Systems certain information, which is of a confidential or proprietary nature. Customer shall treat such information as confidential, shall treat such information in the same manner it treats its own confidential information, but in no event shall Customer apply security measures that are less protective to such information than the prevailing industry standards, and shall only disclose such information to those personnel who have a demonstrable need to have access to such information and are subject to written confidentiality requirements as stringent as those set forth herein. Neither Customer, its parents, subsidiaries or affiliates, nor their officers, employees, directors or advisors shall disclose to any third party any such confidential information without Cyber Watch Systems' prior written approval. At the request of Cyber Watch Systems, Customer shall return confidential information.

During the course of performing hereunder, Cyber Watch Systems may obtain from Customer certain information, which is of a confidential or proprietary nature. Cyber Watch Systems shall treat such information as confidential, shall treat such information in the same manner it treats its own confidential information, but in no event shall Cyber Watch Systems apply security measures that are less protective to such information than the prevailing industry standards, and shall only disclose such information to those personnel who have a demonstrable need to have access to such information and are subject to written confidentiality requirements as stringent as those set forth herein. Neither Cyber Watch Systems, its parents, subsidiaries or affiliates, nor their officers, employees, directors or advisors shall use (other than in the course of properly performing this contract), nor disclose to any third party, any such confidential information without Customer's prior written approval. At the request of Customer,



Cyber Watch Systems shall return confidential information.

4. PROPRIETARY RIGHTS

- (a) All right, title, and interest in and to the programs, systems, data, materials, know-how, concepts, templates, methodologies, and software owned, developed or licensed by Cyber Watch Systems prior to the execution of this Agreement and used by Cyber Watch Systems in the performance of this Agreement (the “CWS IP”) shall remain the exclusive property of Cyber Watch Systems, unless otherwise agreed in writing between the parties.
- (b) When payment in full for all services rendered hereunder has been made by Customer, Cyber Watch Systems agrees that Customer shall have a non-exclusive license in and to any work product, patents, inventions or copyrightable material developed by Cyber Watch Systems (“Work Product”) under this Agreement. In addition, upon payment in full, Cyber Watch Systems hereby grants to Customer a non-exclusive, non—transferable, royalty-free right to use and perform the CWS IP solely in connection with the Work Product Customer.

5. DELIVERY AND ACCEPTANCE

- (a) Where work is being done on fixed price basis, the delivery and acceptance of materials will be as specified and agreed upon in a Statement of Work.
- (b) Where work is being done on a time and materials basis, Cyber Watch Systems will provide orderly and complete delivery of all materials provided to them by Customer and programs and documentation developed by them during the course of such time and materials assignment which will complete Cyber Watch Systems’ responsibility for delivery and acceptance of time and materials-based projects.

6. WARRANTY

- (a) Cyber Watch Systems represents and warrants that the Work Product and other services to be provided under the terms of this Agreement shall be in accordance with the standards agreed upon in the Statement of Work and will perform as described in the applicable Statement of Work, on a commercially reasonable best efforts basis.
- (b) Cyber Watch Systems represents and warrants that (i) it has full and sufficient right to grant the ownership rights set forth in this Agreement, and (ii) the Work Product will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of a third party.
- (c) THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 6 ARE IN LIEU OF, AND CYBER WATCH SYSTEMS EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Cyber Watch Systems does not warrant hardware, software or services manufactured, developed, or provided by third parties.

7. LIMITATION OF LIABILITY

- (B) IN NO EVENT SHALL CYBER WATCH SYSTEMS’ TOTAL LIABILITY UNDER THIS CONTRACT FOR DAMAGES, HOWEVER CHARACTERIZED, EXCEED THE PRICES PAID BY CUSTOMER FOR SERVICES PERFORMED DURING THE



TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO SUCH DATE OF LOSS.

8. INDEMNITY

CWS SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CUSTOMER AND ITS AFFILIATES, OFFICERS, MANAGERS, OWNERS OR AGENTS (THE "CUSTOMER INDEMNIFIED PARTIES" AND INDIVIDUALLY A "CUSTOMER INDEMNIFIED PARTY") FROM AND AGAINST ANY CLAIM, LOSS, SUIT, ACTION, CAUSE OF ACTION, EXPENSE, FINE, PENALTY, COST, DAMAGE, INJURY OR ANY LIABILITY WHATSOEVER (INDIVIDUALLY AND COLLECTIVELY, "LIABILITIES") ASSERTED AGAINST, RESULTING TO, IMPOSED UPON OR INCURRED BY ANY CUSTOMER INDEMNIFIED PARTY, ARISING OUT OF, INCIDENT TO OR RELATED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO: (I) ANY BREACH OF ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT BY CWS MADE PURSUANT TO THIS AGREEMENT; (II) INFRINGEMENT OF THE WORK PRODUCT OF THE RIGHTS OF ANY THIRD PARTY; OR (III) ANY GROSSLY NEGLIGENT OR FRAUDULANT ACTS, ACTIONS, OMISSIONS OR ACTIVITIES OF CWS OR ANY OF ITS CONTRACTOR, EMPLOYEES OR AGENTS, INCLUDING, WITHOUT LIMITATION, ANY LIABILITIES ARISING OUT OF OR RESULTING FROM THE (A) INJURY TO OR DEATH OF ANY PERSON; OR (B) DAMAGE TO, LOSS OR DESTRUCTION OF ANY PROPERTY.

SIMILARLY, CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CWS AND EACH OF ITS CUSTOMERS, OFFICERS, MANAGERS, OWNERS OR AGENTS (THE "CWS INDEMNIFIED PARTIES" AND INDIVIDUALLY A "CUSTOMER INDEMNIFIED PARTY") FROM AND AGAINST ANY LIABILITIES WHATSOEVER ASSERTED AGAINST, RESULTING TO, IMPOSED UPON OR INCURRED BY ANY CWS INDEMNIFIED PARTY, SOLEY ARISING OUT OF, INCIDENT TO OR RELATED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO THE CUSTOMER'S OR ANY OF ITS CONTRACTORS', EMPLOYEES', OR AGENTS': (I) BREACH OF ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT MADE PURSUANT TO THIS AGREEMENT; OR (II) GROSSLY NEGLIGENT OR FRAUDULANT ACTS, ACTIONS, OMISSIONS OR ACTIVITIES INCLUDING, WITHOUT LIMITATION, ANY LIABILITIES ARISING OUT OF OR RESULTING FROM THE (A) INJURY TO OR DEATH OF ANY PERSON; OR (B) DAMAGE TO, LOSS OR DESTRUCTION OF ANY PROPERTY.

9. NON-SOLICITATION OF EMPLOYEES

Cyber Watch Systems and Customer agree that for the term of this Agreement and for a period of one (1) year after its termination, Cyber Watch Systems and Customer will not recruit or hire or assist any third party to recruit or hire any employees of the other party who is or shall have been an employee, agent of or consultant to Cyber Watch Systems or Customer at any time during the term of this Agreement.

This provision shall not restrict general advertisements of employment or the rights of any employee of one party, on that employee's own initiative, or in response to general advertisements, to seek employment from the other party and under such circumstances, for the other party to hire such employee.

For the purpose of this Section 9 only, the terms "Cyber Watch Systems" and Customer" respectively



shall include such parties together with all other entities controlling, controlled by or under common control of such parties including but not limited to any agents or representatives thereof.

10. BILLING AND PAYMENT OF INVOICES

- (a) When billing is to be on a fixed price basis, Cyber Watch Systems shall provide invoices pursuant to the schedule specified in the Statement of Work. Invoices shall be emailed to Customer and shall be due and payable in accordance with the payment terms specified in the invoice.
- (b) When work is to be on a time and materials basis, Cyber Watch Systems shall keep records of time spent in providing the services. Cyber Watch Systems shall prepare invoices for the services performed by Cyber Watch Systems personnel. Invoices shall be emailed to Customer and shall be due and payable in accordance with the payment terms specified in the applicable Statement of Work.
- (c) In the event that Customer fails to pay any invoice when due, or provide a written notice of bona fide good faith dispute of such invoice or any portion thereof prior to such payment due date, Cyber Watch Systems may, in lieu of termination at such time, immediately suspend performance of its services without liability for interruption of pending work or breach of this Agreement or any Statement of Work.
- (d) The fees quoted in any Statement of Work do not include taxes, assessments, license fees or permit fees. Cyber Watch Systems will invoice Customer for, and Customer shall pay, all applicable sales, use, excise, value added and other taxes, license fees and permits associated with your receipt of the services hereunder, excluding taxes on Cyber Watch System's income.

11. TERM AND TERMINATION

- (a) This Agreement shall commence as of the date first written above and shall remain in effect until terminated as provided herein.
- (b) This Agreement shall be subject to termination in the event of occurrence of following events:
 - (i) Upon termination of this Agreement, each party will return to the other any materials owned by such party and upon payment of all outstanding charges, Cyber Watch Systems shall deliver any work in progress as of the date of termination.
 - (ii) With respect to time and material assignments, any termination of the Agreement shall only be effective as to an ongoing assignment only when the minimum term (as set forth in the applicable Statement of Work)_ of such ongoing assignment is completed.
 - (iii) Any termination of this Agreement shall be without prejudice to any rights or obligations of either party arising or existing up to the effective date of such termination, or to Sections 3, 4, 7, 8, 9, 13, 19 and this Section 11, which are intended by this Agreement to survive the termination of this Agreement.



12. FORCE MAJEURE

If either party's performance of this Agreement or any obligation hereunder is prevented, restricted or interfered with by causes beyond such party's reasonable control including but not limited to, acts of God; fire; explosion; any law, order or regulation of the United States national, state or local government or any civil or military authority; or by national emergencies, wars or strikes, then Customer and Cyber Watch Systems shall not be liable to the other for any loss or damage which may be suffered as a result, provided the party suffering such event of Force Majeure notifies the other party of same within ten (10) days of the occurrence of the event of Force Majeure. The parties shall use their commercially reasonable best efforts under the circumstances to avoid and remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or cease.

13. GOVERNING LAW

The parties agree to work diligently through the Customer and Cyber Watch Systems management to address and resolve any disputes that may arise from this engagement. If the parties are unable to resolve controversies, claims or disputes exclusively by them, they will be addressed in the following manner:

First, the parties shall engage the services of a mediator who is mutually agreed upon by the parties. If a mediator cannot be agreed upon, either of the parties shall contact the American Arbitration Association ("AAA"), and request the AAA to recommend a mediator. The AAA's recommendation of a mediator shall be binding on the parties. The parties shall share the costs of the mediation equally. Unless the parties otherwise agree, the mediation shall be held via video conference. Both parties may be represented at the mediation by their attorneys, and each of the parties shall have present at the mediation one or more representatives with full authority to bind the party to any resolution that may be mediated. Any decision of a mediator or arbitrator will be strictly non-binding and neither party waives any right to pursue any and all legal remedies which may be available to it. Nothing in this paragraph shall preclude either party from seeking injunctive relief in a state or federal court of competent jurisdiction prior to mediation provided that, in the moving party's reasonable judgment, the delay caused by the above described mediation would, hinder the relief sought.

14. NOTICES

All notices, requests, demands, or directions to any party to this agreement by another party hereto shall be in writing and deemed given three (3) business days after sent by registered mail, postage prepaid, telex, telegram or cable addressed as follows:

- (a) To Customer: Attn: Andrew Parker
The City of Dalton, Georgia
300 W Waugh Street
Dalton, Georgia 30720
- W / copy to Mitchell & Mitchell, P.C.
P.O. Box 668
Dalton, Georgia 30720
- (b) To Cyber Watch Systems: Cyber Watch Systems, LLC
ATTN: Cameron Chavers
5717 Legacy Drive
Suite 250



Plano, TX 75024

W / copy to

Munsch Hardt Kopf & Harr, P.C.
Attn: Mark Girtz, Esq.
500 N. Akard Street, Suite 3800
Dallas, Texas 75201

or to such other address as may be stated by one party to the other in a notice given in the same manner herein provided.

15. ASSIGNMENT

- (a) Customer may not assign its rights, interests or obligations under this Agreement, in whole or in part, to any third party without the prior written consent of Cyber Watch Systems.
- (b) Cyber Watch Systems may not assign its rights, interests or obligations under this Agreement, in whole or in part, to any third party except a Cyber Watch Systems affiliated entity without the prior written consent of Customer.

16. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective administrators, successors, and permitted assigns. Nothing herein, except as specifically provided into this Agreement, is intended to confer upon any person, other than the parties hereto and their respective administrators, successors, and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

17. INDEPENDENT CONTRACTORS

The parties are and shall remain independent contractors and nothing herein shall be deemed to cause this Agreement to create an agency, employment, partnership, or joint venture between the parties. Neither party shall have any authority to bind the other to any matter or undertaking.

18. AMENDMENT

This Agreement shall not be amended or supplemented, in whole or in part, except by an instrument in writing duly executed by authorized officers of each of the parties hereto, or their respective successors or permitted assigns.

19. LEGAL CONSTRUCTION & SEVERABILITY

If any provision of this Agreement is held illegal, invalid or unenforceable, the validity of the remaining provisions of this Agreement shall not be affected thereby, and such illegal, invalid, or unenforceable provision shall be automatically reformed to a provision as similar in terms to such unenforceable provision as shall be legal, valid, and enforceable.

20. WAIVER

The remedies herein reserved shall be cumulative, and in addition to any other remedies provided at law or equity. Any failure by a party to enforce or insist upon strict compliance with any provision of this Agreement shall not be deemed to constitute a waiver of rights to demand strict compliance with the terms hereof. No waiver of any term or condition of this Agreement shall be deemed or construed to be a waiver of any subsequent such term or condition in the future.



21. COOPERATION: FURTHER ASSURANCES

Each party agrees to perform its respective obligations hereunder and to do, or cause to be performed, all things necessary, proper or advisable under applicable law to permit the performance of this Agreement in the manner contemplated hereby. Each party shall cooperate fully with the other party and its officers, directors, employees, agents and other representatives in connection with the performance of all acts contemplated hereunder.

22. MISCELLANEOUS

This Agreement, including these terms and conditions and any other appendices or attachments, contains the entire agreement between the parties hereto with respect to this Agreement, and supersedes all prior and contemporaneous agreements, understandings, negotiations, proposals, initial statements of work and discussions, whether oral or written, between us with respect to this Agreement. The Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute but one and the same instrument. The Agreement may be executed and delivered by facsimile and the parties agree that such facsimile execution and delivery will have the same force and effect as delivery of an original document with original signatures, and that each party may use such facsimile signatures as evidence of the execution and delivery of this Agreement by all parties to the same extent that an original signature could be used.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written:

Cyber Watch Systems, LLC.

The City of Dalton, Georgia

By: _____

By: _____

Name: Cameron Chavers

Name: David Pennington

Title: Managing Partner

Title: Mayor

Date: _____

Date: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 01/17/2023
Agenda Item: Dalton Housing Authority Appointment
Department: City Clerk
Requested By: Gesse Cabrera
Reviewed/Approved by City Attorney? N/A
Cost: N/A
Funding Source if Not in Budget N/A

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

One (1) Year Appointment of Anita Lester to the Dalton Housing Authority as a Resident Member, to expire 10/14/2023.