



**MAYOR AND COUNCIL MEETING  
MONDAY, MAY 06, 2024  
6:00 PM  
DALTON CITY HALL - COUNCIL CHAMBERS**

**A G E N D A**

**Call to Order**

**Pledge of Allegiance**

**Approval of Agenda**

**Public Commentary:** *(Please Complete Public Commentary Contact Card Prior to Speaking - Limit of 3 Minutes Per Person)*

**Presentations:**

1. Department Head Reports

**Proclamation:**

2. General Aviation Appreciation Month - Andrew Wiersma, Airport Manager

**Minutes:**

3. Mayor & Council Meeting Minutes of April 15, 2024

**New Business:**

4. Resolution 24-12 To Honor the Life and Contributions of Bishop Stephen A. Thomas To the City of Dalton
5. Resolution 24-13 To Authorize Use of Opioid Settlement Funds
6. Memorandum of Understanding with Hamilton Medical Center for 340B Drug Pricing Program
7. Georgia Classic Main Streets Memorandum of Understanding to provide for services for the 2023-2024 Program Year
8. Local Government Approval Form for Certification of Consistency for Northwest Georgia Family Crisis Center
9. Contract with RW Smith Company for construction of New P&E Building at Police Department
10. Professional Services Agreement with Geo-Hydro Engineers, Inc. for Geotechnical Services at New P&E Building at Police Department

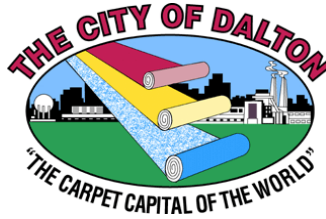
- [11.](#) Agreement with KRH Architects, Inc. for Al Rollins Park Synthetic Turf for Infields Project
- [12.](#) General Construction Agreement with Southern Flooring, Inc. for Mack Gaston Community Center Gym Floor Replacement
- [13.](#) Professional Services Agreement with Prime Engineering, Inc. for Pickleball Complex Project
- [14.](#) Wilson Construction Management Pentz & Cuyler Streetscape Construction Contract
- [15.](#) Prater Alley Stormwater Detention Facility Construction Contract with Summers-Taylor, Inc.
- [16.](#) GDOT Tentative Allocation of Grant Funds for Runway Rehabilitation at Airport
- [17.](#) Public Safety Threat Alliance Membership Agreement
- [18.](#) Housing Authority Appointments
- [19.](#) Ordinance 24-07 The request of Juan Figueroa to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) a tract of land totaling 0.25 acres located at 911 Riverbend Road, Dalton, Georgia. Parcel (12-255-03-029)
- [20.](#) Ordinance 24-08 the request of Adrianna Cuevas to rezone from Low-Density Single Family Residential (R-2) to General Agricultural (GA) a tract of land totaling 10.49 acres with 9.41 acres in the unincorporated county at Tax Parcel 12-127-02-005 and 1.08 acres in the City of Dalton at Tax Parcel 12-127-02-014 located at 402 Brooker Drive, Dalton, Georgia. County Parcel (12-127-02-005) City Parcel (12-127-02-014)
- [21.](#) Ordinance 24-09 The request of TCW Dalton LLC to de-annex 19.84 acres located at 3035 Parquet Drive, Dalton, Georgia at Tax Parcel 12-352-10-000 from the City of Dalton as Heavy Manufacturing (M-2). Parcel (12-352-10-000)
- [22.](#) Ordinance 24-10 The request of the City of Dalton to annex 50.06 acres located at 1022 Enterprise Drive, Dalton, Georgia at Tax Parcel 13-048-01-000 into the City of Dalton as Heavy Manufacturing (M-2). Parcel (13-048-01-000)
- [23.](#) Ordinance 24-11 The request of Christian Heritage Schools, Inc. to annex 28.55 acres located at 1600 Martin Luther King Jr. Blvd., Dalton, Georgia at Tax Parcel 12-216-03-000 into the City of Dalton as Low-Density Single Family Residential (R-2). Parcel (12-216-03-000)
- [24.](#) Ordinance 24-12 The request of the City of Dalton to annex 15.26 acres located on Old Haigmill Lake Road, Dalton, Georgia at Tax Parcels 12-122-17-000, 12-122-05-000 and 12-122-16-000 into the City of Dalton as Low Density Single Family Residential (R-2) Parcels (12-122-17-000, 12-122-05-000, 12-122-16-000)
- [25.](#) Ordinance 24-13 The request of the City of Varnell Mayor and Council, and City of Dalton Mayor and Council to amend the Unified Zoning Ordinance text

### **Supplemental Business**

### **Announcements**

### **Adjournment**

# PROCLAMATION



## GENERAL AVIATION APPRECIATION MONTH MAY 2024

**WHEREAS**, Dalton, Georgia has a significant interest in the continued vitality of general aviation, aircraft manufacturing, aviation educational institutions, aviation organizations, and community airports; and

**WHEREAS**, general aviation and the Dalton Municipal Airport have a \$7.8 million annual economic impact on the City of Dalton; and

**WHEREAS**, general aviation not only supports Georgia's economy, it improves overall quality of life by supporting emergency medical and healthcare services, law enforcement, firefighting, disaster relief, investments in sustainable fuels and technologies, and by transporting business travelers to their destinations quickly and safely; and

**WHEREAS**, Georgia has 95 public-use airports that serve almost 22,700 pilots and more than 8,000 registered aircraft and is home to 132 repair stations, 15 FAA-approved pilot schools, more than 7,200 student pilots, and more than 4,100 flight instructors; and

**WHEREAS**, the National Celebration of GA Flyover in Washington, D.C. commemorates the 85th anniversary of the founding of Aircraft Owners and Pilots Association (AOPA).

**NOW, THEREFORE BE IT RESOLVED**, I, Annalee Sams, Mayor of the City of Dalton, Georgia hereby proclaim general aviation a vital, strategic asset and declare May 2024 as "**General Aviation Appreciation Month**" to promote future economic growth and our next generation of aviation professionals and pilots.

*In witness whereof, I have hereunto set my hand  
and caused the seal of this city to be affixed.*

Mayor \_\_\_\_\_

Date May 6, 2024

THE CITY OF DALTON  
MAYOR AND COUNCIL MINUTES  
APRIL 15, 2024

The Mayor and Council held a meeting this evening at 6:00 p.m. at City Hall. Present were Mayor Annalee Sams, Council members Nicky Lama, Tyree Goodlett and Steve Farrow, City Administrator Andrew Parker and City Attorney Jonathan Bledsoe. Council member Dennis Mock was absent.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Councilmember Lama led the audience in the Pledge of Allegiance.

APPROVAL OF AGENDA

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

DEPARTMENT HEAD REPORTS

There were no Department Head Reports.

PUBLIC COMMENTARY

Jose Martinez addressed the Mayor and Council about Rosa Negra, a business located at 319 North Hamilton Street, that was operating without the proper alcohol beverage license.

Irwin Koplan addressed the Council about his positive memories of being a Dalton resident years ago.

Mark Regan addressed the Mayor and Council about political bias, racism, and antisemitism regarding the Jewish Community and the City not consulting the Synagogue in Tennessee nor Mr. Irwin Koplan regarding the Temple Beth-El memorial park project.

MINUTES

The Mayor and Council reviewed the Regular meeting minutes of March 18, 2024. On the motion of Council member Lama, second Council member Farrow, the minutes were approved. The vote was unanimous in favor.

NEW 2024 ALCOHOL BEVERAGE APPLICATION

On the motion of Council member Farrow, second Council member Goodlett, the Mayor and Council approved the following 2024 Alcohol Beverage Application:

Business Owner:	Juan's Wieners Inc.
d/b/a:	Juan's Wieners
Applicant:	Nicolas Lama
Business Address:	301 N. Hamilton St.
License Type:	Pouring Beer, Wine
Disposition:	<b>New License</b>

Council member Farrow, Goodlett and Mayor Sams voted aye. Council member Lama recused himself from the vote due to being the applicant.

RENEWAL OF EMCOR HVAC MAINTENANCE AGREEMENT FOR 100 S. HAMILTON STREET

Human Resources Director Greg Batts presented the Renewal of EMCOR HVAC Maintenance Agreement for 100 S. Hamilton Street. Batts stated this agreement is for the annual preventative maintenance for the Chamber of Commerce Building with an approximate increase in the annual agreement of \$288.00 per year explaining the previous year contract was \$4092.00 per year and now it is \$4380.00 per year. On the motion of Council member Goodlett, second Council member Lama, the Agreement was approved. The vote was unanimous in favor.

RENEWAL OF SPECTRA FLOOR CLEANING CONTRACT FOR CITY HALL

Human Resources Director Greg Batts presented Renewal of Spectra Floor Cleaning Contract for City Hall. Batts stated the cleaning and maintenance of carpet and CVT flooring for all three floors of City Hall is included in this contract at an amount of \$4945.92 per year. On the motion of Council member Farrow, second Council member Goodlett, the Contract was approved. The vote was unanimous in favor.

MUNICIPAL COURT JUDGE CONTRACT AMENDMENT

Human Resources Director Greg Batts presented an Amendment to the Municipal Court Judge Contract. Batts stated the amendment is to make payments for performance of Municipal Court Judge duties to the Cowan Law Firm, LLC. effective April 15, 2024. On the motion of Council member Farrow, second Council member Goodlett, the Amendment was approved. The vote was unanimous in favor.

RESOLUTION 24-11 - RESOLUTION TO ADOPT URBAN REVITALIZATION PLAN

Greater Dalton MPO Coordinator Jake Bearden presented a Resolution to adopt an Urban Revitalization Plan. Bearden stated the Plan provides a strategic plan to protect neighborhoods, support new housing opportunities and provide affordable housing. Bearden also stated the Plan provides a framework for creating quality development, including retail and commercial development that benefits the quality of life of residents. On the motion of Council member Farrow, second Council member Goodlett, the Resolution was adopted. The vote was unanimous in favor. A copy of this Plan is a part of these minutes.

TASK ORDER NO. 011 ARCADIS TEMPLE BETH-EL DESIGN SERVICES

Public Works Director Chad Townsend presented Task Order No. 011 Arcadis Temple Beth El Design Services. Townsend stated the request is to approve the Professional Services Agreement with the engineering consultant Arcadis for design services on the Temple Beth El Project. Townsend further stated that the scope of the work includes the development of construction plans for a Memorial Stormwater Park on the site in the amount of \$218,674.00. On the motion of Council member Goodlett, second Council member Lama, the Task Order was approved. The vote was unanimous in favor. A copy of this Plan is a part of these minutes.

2024 ANNUAL MILLING AND RESURFACING PROJECT

Public Works Director Chad Townsend presented 2024 Annual Milling and Resurfacing Project Consideration of Contract Award to Northwest Georgia Paving, Inc. in the amount of \$4,588,651.87 to resurface Abutment Road, Glenwood Avenue, parts of Tony Ingle Parkway and Tibbs Road. On the motion of Council member Farrow, second Council member Goodlett, the Contract Award was approved. The vote was unanimous in favor. A copy of this Plan is a part of these minutes.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 6:29 p.m.

\_\_\_\_\_  
Bernadette Chattam  
City Clerk

\_\_\_\_\_  
Annalee Sams, Mayor

Recorded  
Approved: \_\_\_\_\_  
Post: \_\_\_\_\_



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting  
**Meeting Date:** 05-06-24  
**Agenda Item:** Resolution 24-12 A Resolution to Honor the Life and Contributions of Bishop Stephen A. Thomas To the City of Dalton

**Department:** Administration

**Requested By:** Todd Pangle

**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 24-12 A Resolution to honor the life and contributions of Bishop Stephen A. Thomas to the City of Dalton

**RESOLUTION 24-12**

**A RESOLUTION TO HONOR THE LIFE AND CONTRIBUTIONS OF BISHOP  
STEPHEN A. THOMAS TO THE CITY OF DALTON**

**WHEREAS**, The Reverend Doctor Stephen A. Thomas (“Bishop Thomas”) served Community Fellowship Church in the City of Dalton for almost forty years; and

**WHEREAS**, Bishop Thomas was a founder of the Community Fellowship Church of Ministries Outreach Program, which included such programs as the Bethlehem House of Bread, Youth Ministries, Music Ministries, and other outreach programs; and

**WHEREAS**, Bishop Thomas was a founder of the Northwest Georgia College of Theology, an extension of the North Carolina College of Theology; and

**WHEREAS**, Bishop Thomas served for many years on the Dalton Parks and Recreation Commission, including extensive service as the chair of the Commission; and

**WHEREAS**, Bishop Thomas was an integral part of the creation of the Mack Gaston Community Center; and

**WHEREAS**, Bishop Thomas was a founding member of the Concerned Clergy of Whitfield County; and

**WHEREAS**, Bishop Thomas loved this community and was a proud member of the Dalton High School Class of 1980; and

**WHEREAS**, Bishop Thomas was a community leader who worked tirelessly to better the lives of the citizens of Dalton; and

**WHEREAS**, Bishop Thomas was a devoted husband, father, and grandfather who served as an example to all; and

**WHEREAS**, Bishop Thomas served as a mentor to other pastors and to numerous citizens of this community; and

**WHEREAS**, Bishop Thomas exemplified service and left a great legacy of serving this community; and

**WHEREAS**, the Mayor and Council of the City of Dalton have determined that Bishop Thomas and the legacy that he has left the community are worthy of high honor and recognition;

**NOW THEREFORE BE IT RESOLVED**, that the Mayor and Council of the City of Dalton hereby recognize the great contributions of Bishop Thomas to the City of Dalton;

**BE IT FURTHER RESOLVED**, that the Mayor and Council of the City of Dalton hereby dedicate the portion of Meeting Street from Underwood Street to Martin Luther King, Jr. Boulevard in memory of Bishop Dr. Stephen A. Thomas;



**BE IT FURTHER RESOLVED**, that all resolutions or parts thereof of the City of Dalton in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

**BE IT FURTHER RESOLVED**, that these Resolutions shall take effect immediately upon their adoption.

**SO RESOLVED**, this \_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF DALTON, GEORGIA**

\_\_\_\_\_  
Annalee Sams  
Mayor

ATTESTED TO:

\_\_\_\_\_  
City Clerk



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 05-06-24

**Agenda Item:** Resolution 24-13 A Resolution To Authorize Use Of Opioid Settlement Funds

**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 24-13 A Resolution To Authorize Use Of Opioid Settlement Funds

**RESOLUTION 24-13**

**A RESOLUTION TO AUTHORIZE USE OF OPIOID SETTLEMENT FUNDS**

**WHEREAS**, the City of Dalton is a participant in the settlement of certain litigation against certain opioid distributors and others, which settlement is commonly referenced as the “National Opioids Settlement;”

**WHEREAS**, funds received by a governmental entity as a result of the National Opioids Settlement must be used pursuant to the list of approved uses contained on Exhibit E, Schedule B of the Settlement Agreement in the National Opioids Settlement; and

**WHEREAS**, the City of Dalton has received approximately \$130,000.00 to date (“Current Settlement Funds”) as a result of the National Opioids Settlement; and

**WHEREAS**, the City of Dalton has identified certain approved uses (“Approved Uses”) for said funds as follows:

1. A Human Trafficking Prevention Conference which will include training of health care personnel on the identification and treatment of opioid use disorder and trauma resulting therefrom;
2. Operational Funds for Narcotics Anonymous; and
3. A partnership with Whitfield County’s Conasauga Community Addiction Recovery Center;

**NOW THEREFORE BE IT RESOLVED**, that the Mayor and Council of the City of Dalton hereby authorize the City Administrator to use the Current Settlement Funds for the Approved Uses;

**BE IT FURTHER RESOLVED**, that all resolutions or parts thereof of the City of Dalton in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed;

**BE IT FURTHER RESOLVED**, that these Resolutions shall take effect immediately upon their adoption.

**SO RESOLVED**, this \_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF DALTON, GEORGIA**

\_\_\_\_\_  
Mayor/Mayor Pro Tem

ATTESTED TO:

\_\_\_\_\_  
City Clerk



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 05-06-24

**Agenda Item:** Memorandum of Understanding with Hamilton Medical Center for 340B Drug Pricing Program

**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:**

Memorandum of Understanding with Hamilton Medical Center for 340B Drug Pricing Program. This program allows Hamilton to receive discounted pharmaceutical rates as they care for uninsured, underinsured, and low-income patients. In order to qualify, they must have an agreement with the local government which acknowledges they provide care regardless of a patient's income at the Emergency Department. The MOU doesn't commit the City to any specific items.

**HAMILTON MEDICAL CENTER, INC.**

**340B DRUG PRICING PROGRAM**

**MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between the CITY OF DALTON, GEORGIA a Georgia municipal corporation (hereinafter referred to as "City"), located at 300 W. Waugh Street, Dalton, Georgia 30720, and HAMILTON MEDICAL CENTER, INC. (hereinafter referred to as "Hospital"), a non-profit corporation organized and existing under the laws of the State of Georgia, located at 1200 Memorial Drive, Dalton, Georgia 30720.

**RECITALS:**

WHEREAS, Hospital is a Georgia not-for-profit hospital that provides healthcare services to the Medicare and Medicaid populations in addition to supporting many programs that benefit the indigent, uninsured, or underinsured population in Dalton, Georgia and surrounding communities;

WHEREAS, Hospital desires to make such formal commitment to City; and

WHEREAS, City agrees to accept such commitment on behalf of the citizens of Dalton, Georgia, and surrounding communities.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed by and between the parties of this MOU, as follows:

1. **COMMITMENT OF HOSPITAL TO PROVIDE INDIGENT CARE:** During the term of this MOU, Hospital agrees to continue its historical commitment to the provision of healthcare to indigent, uninsured and underinsured residents by adhering to the Hospital's charity policy. Pursuant to its commitment to continue to provide indigent care, it is Hospital's intention that indigent care provided during the term of this MOU will be consistent with its historical commitment. In any event, Hospital will ensure that all patients presenting to its Emergency Department continue to receive necessary care, as required by law, regardless of ability to pay.

2. **ACCEPTANCE AND ACKNOWLEDGMENTS OF CITY:**

(a) City accepts the commitment of Hospital set forth above;

(b) City hereby acknowledges that the healthcare services provided by Hospital hereunder are in the public interest and are being provided to individuals who are not entitled to benefits under Title XVIII of the Social Security Act or eligible for assistance under any State plan pursuant to Title XIX of the Social Security Act; and

(c) City acknowledges that Hospital is providing these services at no reimbursement or for considerably less than full reimbursement from the patients.

3. REPRESENTINGS OF HOSPITAL: Hospital represents that as of the date hereof:
- (a) Hospital constitutes a separately licensed facility that is a non-profit corporation duly organized and validly existing in good standing under the laws of the State of Georgia, with the corporate power and authority to enter into and perform its obligations under this MOU; and
  - (b) Hospital is a tax-exempt corporation under Section 501(c)(3) of the Internal Revenue Code of the United States, as amended, and under applicable laws of the State of Georgia.

4. TERM AND TERMINATION: The term of this MOU shall commence on the date set forth above and shall continue until terminated by either party upon not less than sixty (60) days prior written notice to the other.

5. NOTICE: All notices required or permitted to be given under this MOU shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, addressed as follows:

- SENT TO CITY: City of Dalton  
Annalee Sams, Mayor  
300 W. Waugh Street  
Dalton, GA 30720
- WITH COPY TO: City of Dalton  
City Councilmembers  
300 W. Waugh Street  
Dalton, GA 30720
- WITH COPY TO: City of Dalton  
Andrew Parker, City Administrator  
300 W. Waugh Street  
Dalton, GA 30720
- WITH COPY TO: The Minor Firm, LLC  
Jonathan Bledsoe, City Attorney  
745 College Drive, Suite B  
Dalton, GA 30720
- SENT TO HOSPITAL: Hamilton Medical Center, Inc.  
Jeff Myers, President and CEO  
1200 Memorial Drive  
Dalton, GA 30720
- WITH COPY TO: Hamilton Medical Center, Inc.  
Julie Soekoro, Executive Vice President and CFO  
1200 Memorial Drive  
Dalton, GA 30720
- WITH COPY TO: Legal Department  
Hamilton Medical Center, Inc.  
1200 Memorial Drive  
Dalton, GA 30720

6. GOVERNING LAW: This MOU shall be governed and construed in accordance with the laws of the State of Georgia (excepting any conflict of laws/provisions, which would serve to defeat application of Georgia substantive law).

IN WITNESS THEREOF, Hospital and City have executed this MOU on the day and year first written above by their duly authorized representatives.

CITY OF DALTON, GEORGIA

\_\_\_\_\_  
Mayor/Mayor Pro Tempore

ATTESTED TO:

\_\_\_\_\_  
City Clerk

WITNESS:

HAMILTON MEDICAL CENTER, INC.

\_\_\_\_\_

By: \_\_\_\_\_  
Name: Jeff Myers  
Title: President and CEO



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting  
**Meeting Date:** 05-06-24  
**Agenda Item:** Georgia Classic Main Streets Memorandum of Understanding to provide for services for the 2023-2024 Program Year

**Department:** DDDA  
**Requested By:** Candace Eaton

**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:**

Georgia Classic Main Streets Memorandum of Understanding to provide for services for the 2023-2024 Program Year.



# 2024-2025 Classic Main Street MOU

## Memorandum of Understanding

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This document should be signed by all local parties  
(Authorized City Representative, Board Chair, and Main  
Street Program Manager) by **July 1, 2024**

Please email [ellen.hill@dca.ga.gov](mailto:ellen.hill@dca.ga.gov) with any questions.

**GEORGIA CLASSIC MAIN STREET PROGRAM  
MEMORANDUM OF UNDERSTANDING**

**2024 -2025 Program Year**

This agreement is entered into and executed by the Georgia Department of Community Affairs Office of Downtown Development (hereinafter referred to as “DCA”), the City/Town of Dalton Georgia (hereinafter referred to as “Community”), the Local Main Street Program Board of Directors, and the Downtown Manager for the Community. DCA will enter into this agreement with the above parties to provide services in return for active and meaningful participation in the Georgia Classic Main Streets Program by the Community as specified below.

This agreement outlines the necessary requirements set forth by DCA for the Community’s participation in the Georgia Classic Main Streets Program for the stated term. DCA is the sponsoring state agency for the Georgia Classic Main Street program and is licensed by the National Main Street Center (hereinafter referred to as “National Program”) to designate, assess, and recommend for accreditation Main Street programs within the State of Georgia.

In recognition of the agreement by DCA, the Community, the Board of Directors, and the Downtown Manager to maintain an active Local Main Street Program, the parties have agreed to the following:

**ARTICLE 1: THE COMMUNITY AGREES TO—**

1. Appoint or contract with an entity to serve as the Board of Directors for the local Main Street Program. The city council may not serve as the Main Street Board.
2. Set and review boundaries for the target area of the local Main Street Program.
  - a. A copy of these boundaries should be on file with DCA and uploaded to the Main Street Boundary Map folder in your program’s shared DCA Dropbox folder at all times.
  - b. The Community should work with the Board of Directors to review boundaries at least once every three years.
3. Employ a full-time paid professional downtown manager responsible for the daily administration of the local Main Street Program.
  - a. The downtown manager must have a job description that identifies at least 75% of their duties that relate directly to the Main Street program. A copy of the job description should remain on file with DCA at all times.
  - b. The downtown manager should be paid a salary consistent with other community and economic development professionals within the state. The program manager’s salary must be paid in excess of minimum wage.
  - c. The Community must notify DCA within one week of any downtown manager vacancy, and the Community must appoint an interim downtown manager until the position is filled. DCA must have accurate contact information for the downtown manager at all times.
  - d. The Community shall be afforded a period of thirty (30) days to assess the vacant position and publish the job opening. Programs with staff vacancies exceeding ninety (90) days may be placed under probationary status or risk forfeiture of their designation.
  - e. Provide an annual evaluation of the downtown manager. If the manager is employed by an entity other than the local government, require that entity to provide an annual evaluation and performance review.
4. Provide for local Main Street Program solvency through a variety of direct and in-kind financial support.
  - a. If the downtown manager is an employee of the local Main Street Program and not the Community, the Community assures that the program has the financial means to pay for said manager for the period of this agreement.
  - b. The local Main Street program must maintain an identifiable and publicly accessible office space.

DCA recommends this space to be in the local Main Street program area.

- c. The local Main Street program must have sufficient funding to provide travel and training for the downtown manager and the Board of Directors.
5. Assist the downtown manager in compiling data required as part of the monthly reporting process.
  - a. Provide for a positive relationship between the downtown manager and key city staff to access the following information in a timely manner:
    - i. Business license data
    - ii. Building permit data
    - iii. Property tax data
    - iv. Geographic Information Systems data (mapping support when available)
  - b. Review reported data submitted by the downtown manager to assure accuracy.
6. Use the “Main Street America™” name in accordance with the Main Street America® policy on the use of the name Main Street.
7. Notify DCA in writing prior to any wholesale changes in the local program, including staff changes, major funding changes, changes in organizational structure/placement of the program, or major turnover in the board of directors. Such notice should be received by DCA one month prior to said changes. Changes may result in program probation, the loss of accreditation, or the removal of program designation.

ARTICLE 2: THE BOARD OF DIRECTORS AGREES TO—

1. Assist the downtown manager in creating an annual work plan that incorporates incremental and meaningful goals related to the Main Street Approach™, utilizing Community Transformation Strategies and the Main Street Four Point Approach.
  - a. The work plan should include specific tasks, assignments, or a point of contact for the task, related budget needs, and a timeline.
  - b. The work plan will serve as a strategic plan for the local program for a period of three years or less.
  - c. A copy of the work plan must be on file and uploaded to the Work Plan folder in the program’s shared DCA Dropbox folder and updated annually with DCA.
2. Provide opportunities for regular public engagement and support of the Local Main Street Program.
  - a. DCA recommends a public downtown visioning event/town hall meeting annually.
  - b. The Board should identify opportunities for volunteer support and assistance in executing the work plan.
  - c. The Board should actively engage the community for financial and in-kind support of the local program.
3. Conduct, at minimum, one board training, orientation, or planning retreat per year for the local program.
4. Meet a minimum of 10 times per year and ensure that the minutes of each meeting are maintained and distributed. Such meetings should be open to the public and public notice should be given related to meeting times and agendas.
5. Attend training to become better informed about the Main Street Approach™ and trends for downtown revitalization and to support the downtown manager.
6. All Board Members are required to have at least 2 hours of continuing education annually. Training must be documented using the required training log template and uploaded to the corresponding Dropbox folder.
7. All newly appointed Board Members are required to become Main Street 101 certified within the first year of their first term. A copy of each Board Member’s Main Street 101 certification must be uploaded to the Training Log folder in your program’s shared DCA Dropbox folder.
8. All current Board Members must be Main Street 101 certified. A copy of each Board Member’s Main Street 101 certification must be uploaded to the Training Log folder in your program’s shared DCA Dropbox folder.
9. Assure the financial solvency and effectiveness of the Local Main Street Program.
  - a. Adopt an annual budget that is adequate to support the annual work plan, maintain an office and support staff, and provide for training and travel.
  - b. Maintain current membership of the Local Main Street Program to the National Main Street Center to be eligible for accreditation.
  - c. Provide for policies to expend funds, enter into debt, and provide programming support for the local Main Street Program.

ARTICLE 3: THE DOWNTOWN MANAGER AGREES TO—

1. Complete all reporting required by DCA to maintain National Accreditation of the local Main Street Program.
  - a. Complete monthly economic and programming activity reports, including portions of said reports that are required as part of the local program assessment process by DCA. These reports must be completed by the 30<sup>th</sup> of the following month. (Example: March report due by April 30<sup>th</sup>). Failure to complete monthly reports in a timely manner may result in program probation, the loss of accreditation, or the removal of program designation.
  - b. Participate in the annual manager’s survey provided by DCA. Failure to complete the annual manager’s survey by the deadline may result in the loss of accreditation.
  - c. Provide documentation of all meetings, work plans, budgets, job descriptions, and mission/vision statements for the organization.
  - d. Provide documentation to support the work of the organization as it relates to the Main Street Approach™, including information related to historic preservation as required by the National Main Street Center.
  - e. Provide, from time to time, documentation related to local ordinances, plans, codes, and policies that are specific to the Community’s downtown area.
2. Participate in training to broaden the impact of the local Main Street Program.
  - a. The downtown manager and/or board members are expected to attend at least one preservation or economic development-related training annually.
  - b. DCA requires managers to attend at least 30 hours of training annually (including webinars, annual trainings, statewide workshops, etc.) Eligible training hours can come from both DCA and non-DCA hosted training events. Training must be relevant to the field of downtown development, historic preservation, planning, community development, and economic development. A record of the manager’s training hours must be uploaded to the Training Log folder in your program’s shared DCA Dropbox folder.
3. Respond to requests by DCA in a timely manner.
4. Take advantage of the Georgia Main Street network of professional downtown managers.
5. All newly hired managers must complete Main Street 101 training with DCA within the first 6 months of employment in the local community. All existing downtown managers must be Main Street 101 certified.
6. Provide regular updates between the local Main Street Program and the Community.
  - a. Managers are encouraged to provide at least quarterly reports to the local government.
  - b. Managers are encouraged to provide copies of all minutes, budgets, and work plans to the local government in a timely manner.
7. Maintain and preserve project files. Document downtown projects and other major local program information in a thorough and systematic fashion. All relevant programmatic documentation should be uploaded and stored in the DCA shared Dropbox folder created for your local program, following the organization structure outlined in DCA’s “A Visual Guide to Dropbox Management” document, which is located in the “Resources” folder of the Georgia Main Street website. This is to help ensure a seamless transfer of project files to city representatives or successor managers in the event of personnel changes.

ARTICLE 4: DCA AGREES TO—

1. Supervise all communications between the Community, state government agencies and the National Main Street Center as it relates to the local Main Street Program.
2. Conduct a curriculum of training on an annual basis to assist the downtown manager, the Main Street Board, and the Community with the local downtown revitalization program.
3. Assist local Main Street Programs with organizational issues that may prevent the successful progress of the Community’s downtown revitalization strategy.
  - a. DCA may assist communities in selecting candidates for the position of downtown manager as requested.
  - b. DCA may require a local Main Street Program to host an on-site assessment visit if the program has had a leadership or organization change, is currently in a probationary status, or is in jeopardy of losing

accreditation or designation status.

4. Provide timely assistance and guidance to the Community as a result of requests for service, monthly reports, or the annual assessment process.
  - a. DCA may contact a community upon observation of monthly reporting abnormalities, missing data or missing reports. If a community becomes delinquent in multiple reports, DCA may contact the local board chair or city administrator about the delinquency.
  - b. DCA may assist in training local staff or volunteers in the reporting process.
  - c. DCA will provide unlimited telephone consultations with local programs.
  - d. DCA will attempt to provide on-site assistance as feasible.
5. Provide ongoing press coverage of the Georgia Classic Main Streets Program, including social media outreach, to recognize and publicize the work of local programs.
6. Provide access to resource materials, sample codes and ordinances, organizational documents, and templates for local programs.
7. Conduct an annual program assessment for the Community highlighting success and opportunities for improvement.
8. Provide economic development assistance to encourage small business development, real estate development, and property rehabilitation within the downtown area.
9. Provide fee-based strategic planning assistance to the local program.

ARTICLE 5: ALL PARTIES AGREE THAT—

1. This agreement shall be valid through June 30, 2025.
2. This agreement may be terminated by DCA or the Community by written notice of 60 days. Termination of this agreement by the Community will result in the loss of local Main Street designation. Communities that choose to terminate their Georgia Classic Main Streets Program affiliation will be required to formally apply for and participate in the Start-Up process if they desire to regain their National Accreditation in the future.
3. If the Community, Board of Directors, and/or Downtown Manager fail to fulfill their obligations set forth in this agreement, DCA reserves the right to determine a course of action for the local Main Street Program as it deems appropriate. This may include probation, loss of accreditation, or termination of designation.
4. If, at any point during the 2024-2025 program year, there is a change in the local program manager, the local program is required to submit a new MOU, including the new manager's signature, certifying that person's understanding of the requirements of this relationship.
5. Any change in the terms of this agreement must be made in writing and approved by both parties.

**GEORGIA CLASSIC MAIN STREET PROGRAM**  
**MEMORANDUM OF UNDERSTANDING:**  
**2024-2025 Program Year**

THIS AGREEMENT IS HEREBY EXECUTED BY AND BETWEEN THE PARTIES BELOW:

LOCAL GOVERNMENT (COMMUNITY): Dalton

\_\_\_\_\_  
Authorized City Representative (ACR)  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
ACR Name Printed

\_\_\_\_\_  
ACR Title

---

MAIN STREET BOARD OF DIRECTORS

\_\_\_\_\_  
Board Chair Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Chair Printed Name

\_\_\_\_\_  
Date Term Expires

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DOWNTOWN MANAGER

Candace Eaton  
Candace Eaton (May 1, 2024 12:09 EDT)  
\_\_\_\_\_  
Manager's Signature

05/01/2024  
\_\_\_\_\_  
Date

Candace Eaton  
\_\_\_\_\_  
Manager Printed Name

03.01.2021  
\_\_\_\_\_  
Date Hired

Please check here if this position is vacant.

---

GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS  
OFFICE OF DOWNTOWN DEVELOPMENT  
GEORGIA MAIN STREET PROGRAM

\_\_\_\_\_  
ODD Director's Signature

\_\_\_\_\_  
Date

Jessica Worthington  
Director, Office of Downtown Development  
Georgia Department of Community Affairs  
60 Executive Park South, NE  
Atlanta, Georgia 30329

Phone: 404-520-4271  
Email: [Jessica.worthington@dca.ga.gov](mailto:Jessica.worthington@dca.ga.gov)



## CITY COUNCIL AGENDA REQUEST

<b>Meeting Type:</b>	Mayor & Council Meeting
<b>Meeting Date:</b>	5-6-24
<b>Agenda Item:</b>	Certification of Emergency Solutions Grant for NW GA Family Crisis Center
<b>Department:</b>	Finance
<b>Requested By:</b>	Cindy Jackson
<b>Reviewed/Approved by City Attorney?</b>	NA
<b>Cost:</b>	\$0
<b>Funding Source if Not in Budget</b>	NA

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

---

Certification by the local government is required by Georgia Department of Community Affairs for Emergency Solutions Grant applicants. The Certification states the program being funded by Northwest Georgia Family Crisis Center is consistent with the City's current Consolidated Plan. The program is for Emergency Shelter for those that are abused. This funding request is consistent with the City's current priority needs as outlined in the City's Consolidated Plan.

**Local Government Approval**

This form is required for Emergency Shelter applications only.

<b>To:</b>	Georgia Department of Community Affairs		
<b>Subject:</b>	2024 Application for Emergency Solutions Grants Program (ESG)		
<b>Applicant:</b>	Northwest Georgia Family Crisis Center	<b>HMIS Agency Name:</b>	

Based on a review of the application and/or supporting documents submitted by the above named applicant –

1. The projects named below are within the jurisdiction of this local government; and
2. The projects are approved for funding consideration by DCA.

Project Name	Project Type – Emergency Shelter	HMIS Project Name	Amount Requested
Northwest Georgia Family Crisis Center, Inc.	Emergency Shelter		70,000
Northwest Georgia Family Crisis Center, Inc.	HMIS		23,449
		<b>Total DCA Funds Requested:</b>	<b>93,449</b>

In making this approval, we reserve the right to withdraw it, in whole or in part, at any time.

City of Dalton  
Name of Approving Local Government

By: Cindy Jackson      *Cindy Jackson*      4-19-24  
Name of Authorized Official      Signature of Authorized Official      Date

*Note that local government approval is required by law for nonprofit ESG applicants seeking emergency shelter funding. Local boards and authorities are encouraged to collaborate and plan with local governments, Continuums of Care and other organizations that serve persons experiencing or at risk of homelessness, but do not have to obtain official local approval. Please return executed approval to Applicant. This format is designed and ESG is administered by the Office of Homeless and Special Needs Housing, GA Department of Community Affairs (DCA), 60 Executive Park South, NE, Atlanta, GA 30329. DCA Contact: LaDrina Jones, (470) 303-9865 email LaDrina.Jones@dca.ga.gov*



## Certification of Consistency with the Local HUD Consolidated Plan

*Note – Duplicate this form for multiple submissions if requesting ESG funds for projects within multiple Consolidated Plan Jurisdictions*

**HUD Local Consolidated Plan Jurisdiction (Choose Only One):**

- |   |   |  |   |
|---|---|--|---|
| <input type="checkbox"/> Albany           | <input type="checkbox"/> Cobb County<br>(including Marietta)  | <input type="checkbox"/> Gainesville     | <input type="checkbox"/> Savannah                               |
| <input type="checkbox"/> Athens-Clarke    | <input type="checkbox"/> Columbus-Muscogee                    | <input type="checkbox"/> Gwinnett County | <input type="checkbox"/> Valdosta                               |
| <input type="checkbox"/> Atlanta          | <input checked="" type="checkbox"/> Dalton                    | <input type="checkbox"/> Henry County    | <input type="checkbox"/> Warner Robins                          |
| <input type="checkbox"/> Augusta-Richmond | <input type="checkbox"/> DeKalb County                        | <input type="checkbox"/> Hinesville      | <input type="checkbox"/> Not Applicable for<br>Balance of State |
| <input type="checkbox"/> Brunswick        | <input type="checkbox"/> Fulton County<br>(including Roswell) | <input type="checkbox"/> Johns Creek     |   |
| <input type="checkbox"/> Cherokee County  |   | <input type="checkbox"/> Macon           |   |
| <input type="checkbox"/> Clayton County   |   | <input type="checkbox"/> Rome            |   |
|   |   | <input type="checkbox"/> Sandy Springs   |   |

**Certification to the Georgia Department of Community Affairs:**

I certify that the proposed project(s) in the 2024 Emergency Solutions Grants Program Application submitted to the Georgia Department of Community Affairs, as indicated below, is/are consistent with this jurisdiction's current, approved Consolidated Plan.

Applicant Legal Name: Northwest Georgia Family Crisis Center, Inc.

Project Name(s): Northwest Georgia Family Crisis Center, Inc.

Project Type: Emergency Shelter

Location(s) of the Project(s): Confidential address: [REDACTED]

*In accordance with the HEARTH Act of 2009, Consolidated Plan jurisdictions must work to ensure the confidentiality of records pertaining to any individual served by a victim service provider who receives housing or services under any project assisted. The address or location of any family violence facility assisted under this program will, except with written authorization of the person or persons responsible for the operation of such facility and program, not be made public. The term 'victim service provider' means a community-based organization whose primary mission is to provide services to victims of domestic violence, dating violence, sexual assault, or stalking. Such term includes rape crisis centers, battered women's shelters, domestic violence transitional housing programs, and other programs.*

Name of the Federal Program to which the applicant is applying:  Emergency Solutions Grants  HOPWA

Name of Certifying Jurisdiction: City of Dalton

Typed Name and Title of Certifying Official of the Jurisdiction:

Cindy Jackson

Signature: *Cindy Jackson*

Date: 4-19-24

*Please return executed Certification to Applicant. This format designed and administered by the Office of Homeless and Special Needs Housing, GA Department of Community Affairs (DCA), 60 Executive Park South, NE, Atlanta, GA 30329. DCA Contact: LaDrina Jones, (470) 303-9865, email [LaDrina.Jones@dca.ga.gov](mailto:LaDrina.Jones@dca.ga.gov)*



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** May 6<sup>th</sup>, 2024

**Agenda Item:** Consideration of Contract Award to RW Smith Company for construction of New P&E Building at Police Department

**Department:** Police

**Requested By:** Andrew Parker

**Reviewed/Approved by City Attorney?**

**Cost:** \$3,765,291.00

**Funding Source if Not in Budget** 2020 SPLOST

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

This request is to award contract for construction of the New P&E Building at Police Department to RW Smith Company

**SECTION 00090**  
**THE CONTRACT FOR CONSTRUCTION**  
**AND INCORPORATED GENERAL CONDITIONS**

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**THE CONTRACT FOR CONSTRUCTION  
AND INCORPORATED GENERAL CONDITIONS**

This Contract is made by and between the City of Dalton, GA (the "Owner") and R W Smith Company (the "Contractor") under seal for construction of "A New Building for Dalton Police Department" (the "Project"). The Owner and the Contractor hereby agree as follows:

**ARTICLE 1.  
THE CONTRACT AND THE CONTRACT DOCUMENTS**

**1.1 The Contract**

1.1.1 The Contract between the Owner and the Contractor, of which this Contract is a part, consists of the Contract Documents. It shall be effective on the date this Contract is executed by the last party to execute it.

**1.2 The Contract Documents**

1.2.1 The Contract Documents consist of this Contract, the Specifications, the Drawings, Supplemental Conditions, all Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the parties hereafter, together with the following (if any):

1.2.2 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings and the Product Data, and shall give written notice to the Owner and the Architect of any inconsistency, ambiguity, error, or omission that the Contractor discovers regarding these documents before proceeding with the affected Work. The issuance or the express or implied approval by the Owner or the Architect of the Contract Documents, Shop Drawings, or Product Data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested the Architect to only prepare documents for the Project, including the Drawings and Specifications, which are accurate, adequate, consistent, coordinated and sufficient for construction. **HOWEVER, THE OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS.** By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed, and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties have been or are hereby made.

1.2.3 The Contractor herein acknowledges and represents that prior to the submission of its bid, and prior to its execution of this Contract, it visited and carefully examined the Project site and any and all structures located thereon, and it thoroughly correlated the results of such visit and examination with the requirements of the Contract Documents. The Contractor further acknowledges that it has become familiar with the local conditions

under which the Work is to be performed, and the cost of properly addressing such conditions during performance of the Work is included in the Contract Price.

1.2.4 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, or other categories nor the organization or arrangement of the Design shall control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors. Unless otherwise provided herein, a reference to "Article" or "Section" shall include all sections, subsections, and other subdivisions of such Section or Article.

### **1.3 Ownership of Contract Documents**

1.3.1 The Contract Documents, and each of them, shall remain the property of the Owner. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project. However, in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the Owner's prior written authorization.

### **1.4 Hierarchy of Contract Documents**

1.4.1 In the event of any conflict, discrepancy, or inconsistency among any of the Contract Documents, the following hierarchy shall control: (a) as between figures given on Drawings and the scaled measurements, the figures shall govern; (b) as between large scale drawings and small scale drawings, the large scale shall govern; (c) as between Drawings and Specifications, the requirements of the Specifications shall govern; (d) as between the Contract for Construction and Incorporated General Conditions and the Specifications, the requirements of the Contract for Construction and Incorporated General Conditions shall govern; (e) as between any Supplemental Conditions and the Contract for Construction and Incorporated General Conditions, the requirements of the Supplemental Conditions shall govern. As set forth hereinabove, any and all conflicts, discrepancies, or inconsistencies shall be immediately reported to the Owner and the Architect in writing by the Contractor.

## **ARTICLE 2. THE WORK**

**2.1** The Contractor shall perform all of the Work required, implied or reasonably inferable from, this Contract.

**2.2** The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: (i) construction of the whole or a designated part of the Project; (ii) furnishing of any required surety bonds and insurance; and (iii) the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools,

transportation, storage, power, permits and licenses required of the Contractor. Fuel, heat, light, cooling and all other utilities as required by this Contract shall also be deemed part of the Work. The Work to be performed by the Contractor is generally described as follows:

### **ARTICLE 3. CONTRACT TIME**

#### **3.1 Time and Damages for Delay**

3.1.1 The Contractor shall commence the Work on 5/6/2024 and shall achieve Substantial Completion of the Work no later than 5/22/2025. The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the "Contract Time."

3.1.2 The Contractor shall pay the Owner the sum of **\$500** per day for each and every calendar day of delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable under this Section shall be payable not as a penalty but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that Substantial Completion will be delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to cover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages. Notwithstanding any other provision of this Section, the Owner and the Contractor expressly agree that the liquidated damages set forth herein do not contemplate, nor do they cover, any Funding Delay Damages as identified in Section 5.6.1.2. Any such Funding Delay Damages shall be in addition to the liquidated damages allowed pursuant to this Section.

#### **3.2 Substantial Completion**

3.2.1 "Substantial Completion" shall mean that stage in the completion of the Work when the Work is sufficiently complete in accordance with this Contract such that the Owner can enjoy beneficial use and occupancy of the Work, can utilize the Work for its intended purpose, and a Certificate of Occupancy has been issued allowing full and complete occupancy of the entire Project. Additionally, the Work shall not be deemed to be Substantially Complete until all nonconforming Work specifically rejected by the Architect has been properly completed as required by the Contract and until all operational manuals, "marked-up" drawings, and similar required documents are delivered to the Architect for transmission to the Owner. However, the mere issuance of a Certificate of Occupancy will not, by itself, constitute Substantial Completion. Ordinary and customary punchlist items shall be completed after Substantial Completion as provided by Section 5.5. 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.

3.2.2 In addition to the requirements for Substantial Completion as set forth in Section 3.2.1, as an express condition for Substantial Completion, the Contractor shall furnish to the Owner and the Architect, in writing, a detailed list of all incomplete and deficient Work which must be completed and corrected prior to Final Completion of the Project. THIS LIST SHALL BE IN ADDITION TO ALL PUNCHLISTS REQUIRED ELSEWHERE BY THIS CONTRACT. Furthermore, notwithstanding any other provision of this Contract, an express condition for Substantial Completion is the submission by the Contractor to Owner and Architect of any warranties, manuals, drawings, forms, or other documents or things, of any kind or nature, as may be required for Substantial Completion by any of the Contract Documents. In the event the Contract Documents require the submission of any such documents or things in order for the Project to be considered Substantially Complete, receipt of same by Owner and Architect is an express condition precedent to any duty by Owner to make any payment otherwise due Contractor upon Substantial Completion.

### **3.3 Time is of the Essence**

3.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

## **ARTICLE 4. CONTRACT PRICE**

### **4.1 The Contract Price**

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all of the Work, the fixed sum of \$3,765,291.00. The sum set forth in this Section shall constitute the Contract Price and shall not be modified except by Change Order as provided in this Contract. The fixed sum includes the following:

Contractor's Lump Sum price: \$3,945,291.00

Deductive Alternate No.1: -\$45,000.00

Deductive Alternate No.2: -\$135,000.00

Deductive Alternates No. 3-7 not accepted.

## **ARTICLE 5. PAYMENT OF THE CONTRACT PRICE**

### **5.1 Schedule of Values**



5.1.1 Within ten (10) calendar days after the effective date hereof, the Contractor shall submit to the Owner and to the Architect a Schedule of Values allocating the Contract Price among the various portions of the Work. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Architect or the Owner may require to substantiate its accuracy. The Contractor shall not imbalance the Schedule of Values or artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Schedule of Values shall be used only as a basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been acknowledged in writing by the Architect and the Owner. Receipt of the Schedule of Values as required herein is a condition precedent to payment of any sums due the Contractor.

5.1.2 In the event any Work is to be performed under a unit-price agreement, the Contractor acknowledges and represents that it has not imbalanced or artificially inflated the unit prices, and if requested by the Owner or the Architect, the Contractor shall provide such data and supporting documentation as may be requested to support the reasonableness and accuracy of such unit prices. Unit prices establish the complete and total sum to be paid for the unit price work, and such unit prices include any and all applicable overhead, profit, and mark-up of every kind and nature.

## **5.2 Payment Procedure**

5.2.1 The Owner shall pay the Contract Price to the Contractor as provided in Section 5.2.

5.2.2 **Progress Payments.** Based upon the Contractor's Applications for Payment submitted to the Architect and upon Certificates for Payment subsequently issued to the Owner by the Architect, the Owner shall make progress payments to the Contractor on account of the Contract Price.

5.2.2.1 On or before the 5th day of each month after commencement of the Work, the Contractor shall submit an Application for Payment for the period ending the 30th day of the preceding month to the Architect in such form and manner, and with such supporting data and content, as the Owner or the Architect may require.

5.2.2.2 Each Application for Payment may request payment for ninety-five percent (95%) of that portion of the Contract Price properly allocable in the Schedule of Values to Contract requirements properly performed and labor, materials, and equipment properly incorporated in the Work plus ninety-five percent (95%) of that portion of the Contract Price properly allocable in the Schedule of Values to materials or equipment properly stored on-site for subsequent incorporation in the Work, less the total amount of previous payments. Payment for stored materials and equipment shall be conditioned upon the Contractor's proof satisfactory to the Owner, that the Owner has title to such materials and equipment, and shall include proof of required insurance.

5.2.2.3 Each Application for Payment shall be signed by the Contractor, which shall constitute the Contractor's representation that the Work has progressed to the level for

which payment is requested in accordance with the Schedule of Values, that the Work has been properly installed or performed in full accordance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested.

5.2.2.4 The Architect will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Contract. Based on the Architect's evaluations of the Contractor's Application for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment for such amounts.

5.2.2.5 The amount of each partial payment shall be the amount certified for payment by the Architect less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Contract. The Architect's certification of an Application for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in Section 5.3, and the Architect shall have the right to amend or withdraw any previously executed Certification of Payment if it determines that such amendment or withdrawal is necessary to protect the interest of the Owner under this Contract.

5.2.2.6 The Owner shall make partial payments on account of the Contract Price to the Contractor within thirty (30) days following the Architect's certification of the amount due thereunder.

5.2.2.7 When the Contractor reaches Substantial Completion, the Contractor may submit in writing to the Owner a request for release of retainage, and the Owner shall, within 30 days after submission of Contractor's pay application and other appropriate documentation as may be required by the Contract Documents are provided, pay the retainage to the Contractor. If at that time there are any remaining incomplete items of Work, an amount equal to 200 percent (200%) of the value of each item, as determined by the Architect, shall be withheld until such item or items are completed. The retainage shall be shared by the Contractor and Subcontractors as their interests may appear. At the discretion of the Owner, and with the approval of the Contractor, the retainage of any Subcontractor may be released separately as the Subcontractor completes its work. The rights of the Owner set forth herein to retainage are in addition to all the other rights and remedies of the Owner set forth in this Contract. Notwithstanding any other provisions herein, the Contractor shall not request, nor shall it be entitled to receive, any reduction in retainage, or any cessation in the withholding of retainage, so long as any Work has been rejected by the Architect and such Work has not been corrected or otherwise performed in accordance with all requirements of the Contract Documents.

5.2.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the Owner shall be free and clear of liens, claims, security interest, or other encumbrances in favor of the Contractor or any other person or entity.

5.2.4 The Contractor shall promptly pay each Subcontractor, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled and shall furnish proof of such payment to the Owner and Architect. The Contractor shall also procure and furnish to the Owner and Architect such affidavits of payment, proofs of payment, and lien waivers from Subcontractors, suppliers, laborers and materialmen as the Owner or Architect may require.

5.2.5 The submission of any Application for Payment by the Contractor to the Architect shall constitute a representation by the Contractor to both the Architect and the Owner that such Application includes any and all sums due the Contractor as of the date of such Application. Payment by the Owner to the Contractor of any sums certified by the Architect pursuant to an Application for Payment shall constitute full and complete payment to the Contractor, save and except for any unpaid retainage, of all sums due the Contractor from the Owner as of the date of such Application.

5.2.6 No progress payment, nor any use or occupancy of the Project by the Owner, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.

### **5.3 Withheld Payment**

5.3.1 The Owner may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the Owner from loss because of:

- (a) Work rejected by the Architect or other defective Work not remedied by the Contractor or, in the opinion of the Owner, not likely to be remedied by the Contractor;
- (b) Work which requires further testing or inspection to verify that it has been installed in accordance with the requirements of the Contract Documents;
- (c) Claims of third parties against the Owner or the Owner's property;
- (d) Failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- (e) Evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
- (f) Evidence that the Work will not be completed within the time required for Substantial Completion or Final Completion;
- (g) Persistent failure to carry out the Work in accordance with the Contract;
- (h) Damage to the Owner or a third party to whom the Owner is, or may be, liable.

5.3.2 If the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in this Section 5.3, the Contractor shall promptly comply with such demand within 10 days.

#### **5.4 Unexcused Failure to Pay**

5.4.1 If the Owner, without cause or basis hereunder, fails to pay the Contractor any amount then due and payable to the Contractor within forty-five (45) days after the date established for payment, then the Contractor may after seven (7) additional days' written notice to the Owner and the Architect, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the Owner have been received. Any payment not made within forty-five (45) days after the date due shall bear interest at the rate of four percent (4%) per annum. No other interest shall be due Contractor.

#### **5.5 Process For Substantial Completion**

5.5.1 When the Contractor believes that the Work is Substantially Complete, the Contractor shall submit in writing to the Architect a list of items to be completed or corrected. When the Architect, on the basis of an inspection, determines that the Work is in fact Substantially Complete, the Architect will prepare a Certificate of Substantial Completion, which shall establish the date of Substantial Completion and shall state the responsibilities of the Owner and the Contractor for Project security, maintenance, heat, utilities, damage to the Work, and insurance. The Contractor shall have **30 Days** after the date of Substantial Completion to complete the items listed therein. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

5.5.2 Upon Substantial Completion of the Work, and execution by both the Owner and the Contractor of the Certificate of Substantial Completion, and upon submission to the Owner of a complete set of record drawings illustrating the as-built condition of the Work (including the location of all utilities) along with all maintenance manuals and warranties required by the Contract Documents, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price less two hundred percent (200%) of the reasonable cost as determined by the Owner and the Architect for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all unsettled claims. No further payments shall be made until Final Completion is achieved.

5.5.3 In the event the Contractor fails or refuses to complete the incomplete Work, or correct and bring into conformance the defective Work, or resolve any unsettled claims, the Owner, without limitation on any of its other rights or remedies, may complete the Work, remedy any defects in the Work, and resolve any unsettled claims relating to the Work, and the Contractor shall be liable to the Owner's damages including the cost of same. If the Work is completed or corrected by employees of the Owner, the Contractor shall be liable for the reasonable value of the completion or correction based upon the reasonable commercial cost of such Work as if performed by an independent contractor.

To the extent the amount due the Owner hereunder exceeds the retainage held by the Owner, the balance due shall be paid by the Contractor within ten (10) days after receipt of an invoice or demand for payment from the Owner.

5.5.4 With respect to any and all Work performed by the Contractor after Substantial Completion of the Project or after any occupancy of the Project, in whole or in part, by the Owner, absent prior written consent of the Owner, such Work shall not be performed (a) during normal operating hours of the Owner's activities at the Project; (b) during the installation of any fixtures, furniture, or equipment by the Owner, or (c) during any cleaning, waxing, or other work by the Owner. Furthermore, any such Work shall only be performed in accordance with a detailed schedule indicating the proposed nature and area where the Work will be performed, the specific date and time of the Work, and, the identity of each Subcontractor who will be performing any of the Work. SUCH WORK SHALL NOT COMMENCE UNLESS THE OWNER FIRST APPROVES THE PROPOSED SCHEDULE. All such Work shall be under the supervision of the Contractor, and the Contractor shall be, and shall remain, on the Project site during the performance of the Work. If any such Work requires or necessitates the presence of the Owner or the Architect, the Contractor shall be responsible for the cost thus incurred by the Owner or Architect. Each day the area where such Work is located, and any adjacent area impacted by the Work, shall be carefully cleaned by the Contractor and any construction debris shall be properly removed. All such areas shall be left by the Contractor in full operating condition.

5.5.5 Notwithstanding any other provision of this Contract, a condition precedent for Substantial Completion of the Project is the successful performance of an operational test on each of the following Project systems: the electrical system; the mechanical system; the fire alarm system; the lighting control system; the sound system; and the energy management system. Each such test shall be conducted in strict accordance with all requirements of the Specifications, and each such system must operate in full conformity with all requirements of said Specifications for not less than fifteen (15) consecutive calendar days prior to the date of Substantial Completion. Before the initiation of the operational test for each such system, and before the commencement of such operational testing period, Contractor shall first give the Owner and the Architect not less than three (3) days' prior written notice.

## **5.6 Final Completion and Final Payment**

5.6.1 When the Contractor believes that all of the Work has reached Finally Completion and the Contractor is ready for a final inspection, it shall notify the Owner and the Architect thereof in writing. Thereupon, the Architect will make final inspection of the Work and, if the Work is complete in full accordance with this Contract and this Contract has been fully performed, the Architect will promptly declare the Work to have reached "Final Completion" and will issue a final Certificate for Payment certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. All warranties and guarantees required by the Contract shall commence on the date of Final Completion of the Work. If the Architect is unable to issue its final Certificate for Payment and is required to repeat

its final inspection of the Work, the Contractor shall bear the cost of repeat final inspections, which cost may be deducted by the Owner from the Contractor's final payment.

5.6.1.1 If the Contractor fails to achieve Final Completion within the time fixed therefor by the Architect in its Certificate of Substantial Completion, the Contractor shall pay the Owner the sum of \$200.00 per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth herein for Final Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that Final Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to cover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Final Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages. Notwithstanding any other provision of this Section, the Owner and the Contractor expressly agree that the liquidated damages set forth herein do not contemplate, nor do they cover, any Funding Delay Damages as identified in Section 5.6.1.2. Any such Funding Delay Damages shall be in addition to the liquidated damages allowed pursuant to this Section.

5.6.1.2 The Contractor recognizes and acknowledges that delay in achieving Substantial Completion, Final Completion, or final close-out of the Project could jeopardize the Owner's state or federal funding or other financial support for the Project. Among other things, any such delay could cause the forfeiture of unspent funds; the cost and expense of premature bond redemption; or other cost, expense, liability, loss, or damage arising out of or relating to the impairment of Project funding (any and all such potential losses and damages are referred to as "Funding Delay Damages"). The Contractor and the Owner furthermore expressly recognize, acknowledge, and agree that the liquidated damages established in Sections 3.1.2 and 5.6.1.1 do not contemplate or cover Funding Delay Damages, and that in the event any such Funding Delay Damages are suffered or sustained by the Owner as the result of any Project delays caused by the Contractor, or for which the Contractor is otherwise responsible under this Contract, the Owner shall be entitled to recover such Funding Delay Damages from the Contractor, and the Contractor shall be liable to the Owner for same. Nothing contained herein shall preclude the recovery by the Owner of the liquidated damages set forth elsewhere in this Contract.

5.6.2 The Contractor shall not be entitled to final payment unless and until it submits to the Architect and Owner all documents required by the Contract, including but not limited to its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the Owner, or the Owner's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors of the Contractor and of any and all other parties required by the

Architect or the Owner; if Owner so elects in its sole discretion, consent of Surety, if any, to final payment; and all required warranties, maintenance and operation manuals, record and as-built drawings. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the Owner, the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability. FULL AND COMPLETE COMPLIANCE WITH ALL TERMS AND CONDITIONS OF THIS SECTION IS A CONDITION PRECEDENT TO FINAL PAYMENT.

5.6.3 Subjection to the conditions precedent in Section 5.6.2, the Owner shall make final payment of all sums due the Contractor within thirty (30) days of the Architect's execution of a final Certificate for Payment.

5.6.4 Acceptance of final payment shall constitute a waiver of all claims against the Owner by the Contractor except for those claims previously made in writing against the Owner by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

5.6.5 The Owner and the Contractor expressly agree that the terms of payment, payment periods, and rates of interest herein shall control to the exclusion of any provisions set forth in the Georgia Prompt Pay Act, O.C.G.A. § 13-11-1 *et seq.*, and the provisions of said Act are herein waived.

## **ARTICLE 6. THE OWNER**

### **6.1 Information, Services and Things Required from Owner**

6.1.1 If the Contractor requests in writing, the Owner shall furnish to the Contractor, prior to the execution of this Contract, any and all written and tangible documentation in its possession concerning conditions below ground at the site of the Project. Such documentation is furnished to the Contractor only to make complete disclosure of such material and for no other purpose. By furnishing such material, the Owner does not represent, warrant, or guarantee its accuracy in whole or in part, implicitly or explicitly, or at all, and shall have no liability therefor. The Owner shall also furnish surveys, legal limitations, utility locations (if known), and a legal description of the Project site. To the extent the Owner furnishes any information concerning utility locations, the Owner makes no representations or warranties concerning same and shall have no liability to Contractor in the event such information contains discrepancies or is otherwise inaccurate. Nothing contained herein shall limit the Contractor's duties and representations as set forth in Section 1.2.3 hereinabove.

6.1.2 Excluding permits and fees normally the responsibility of the Contractor and those set forth in Section 7.2.2, the Owner shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

### **6.2 Right to Stop Work**

6.2.1 In the event of an emergency threatening injury to person or property, the Owner may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that Work be resumed. In such event, the Contractor shall immediately comply with such order.

### **6.3 Owner's Right to Perform Work**

6.3.1 If the Contractor has installed defective or deficient Work which is not in conformity with the requirements of the Contract Documents, or if the Contractor fails or refuses to perform any portion of the Work, then the Owner may, without prejudice to any other rights or remedies the Owner may have against the Contractor, proceed to carry out the subject Work. In such a situation, the Contract Price shall be reduced by the cost of performing the subject Work, plus compensation for the Architect's additional services and expenses necessitated thereby, if any. If such Work is performed by employees of the Owner, the Contract Price reduction shall reflect the reasonable value of such Work based upon the reasonable commercial cost of such Work as if performed by an independent contractor. If the unpaid portion of the Contract Price is insufficient to cover the amount due the Owner, the Contractor shall pay the difference to the Owner within ten (10) days of receipt of demand from the Owner.

## **ARTICLE 7. THE CONTRACTOR**

### **7.1 Contractor's General Duties.**

7.1.1 The Contractor shall comply with the requirements of Sections 1.2.2 and 1.2.3. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data, or Samples for such portion of the Work. If the Contractor performs any of the Work for which it knows or should have known the Contract Documents contain an error, inconsistency, or omission without notice to the Architect, then the Contractor shall be responsible for such performance and shall pay the cost of correction.

7.1.2 The Contractor shall perform the Work strictly in accordance with this Contract.

7.1.3 The Contractor shall supervise and direct the Work using the Contractor's best skill, effort, and attention. The Contractor shall be responsible to the Owner for any and all acts or omissions of the Contractor, its employees, its Subcontractors, and others engaged in the Work on behalf of the Contractor.

### **7.2 Warranty**

7.2.1 The Contractor warrants to the Owner that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects, and in strict conformance with this



Contract for a period of one (1) year after Final Completion of the Work. All Work not conforming to these requirements may be considered defective.

7.2.2 The Contractor shall obtain and pay for all permits, inspections, fees, and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work, and shall give and maintain any notices required by applicable law, ordinance, or regulation pertaining to the Work. The duties and obligations of the Contractor arising hereunder include but are not limited to the full and strict compliance of the Contractor with all rules, regulations and legal mandates of the United States Department of Labor; the United States Immigration and Naturalization Service; the Georgia Department of Labor; the United States Department of Environmental Protection; and the Georgia Environmental Protection Division of the Department of Natural Resources. The Contractor shall furthermore comply with any and all applicable federal, state and local tax laws, unemployment compensation acts, and workers' compensation acts, and upon request of the Owner to the Contractor shall furnish written proof of such compliance. The Contractor shall defend, indemnify and hold the Owner harmless from any and all fines or citations issued against Owner, or any other damages, arising out of, or relating to, any violations by the Contractor of any law, rule, regulation or ordinance of any governmental authority. This duty of indemnification specifically includes, but is not limited to, the duty to indemnify and hold the Owner harmless from any and all attorneys' fees, court costs, expert witness fees, and other expenses arising out of any such fine or citation or otherwise resulting from any such violation by the Contractor.

### 7.3 Supervision

7.3.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Any supervisory or other personnel reasonably objectionable to the Owner shall be removed from the Project. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the Owner or the Architect. The Contractor shall attend any job site or other Project meetings as may be requested by the Owner or the Architect and shall have available in person such management personnel at any such meetings as the Owner or the Architect may require.

7.3.2 Key supervisory personnel assigned by the Contractor to this Project are as follows:

<b><u>Name</u></b>	<b><u>Function</u></b>
Kevin Jenny	Senior Project Manager
John W. Sconiers	Project Superintendent

All supervisory personnel are subject to approval by the Owner. So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the contrary in

writing. In the event one or more individuals not listed above subsequently assumes one or more of those functions listed above, the Contractor shall be bound by the provisions of this Section as though such individuals had been listed above. Within ten (10) days after commencement of the Work, the Contractor shall furnish the Owner and the Architect with the current home and office address of each of the individuals listed above along with their home, office, mobile, pager, and facsimile telephone numbers and with their respective email addresses. Any change in such information shall be immediately furnished in writing to the Owner and the Architect.

## 7.4 Schedules

7.4.1 The Contractor, within ten (10) days of commencing the Work, shall submit to the Owner and the Architect for their information the Contractor's schedule for completing the Work. Said schedule shall be based on the required dates for Substantial Completion and Final Completion and shall include any milestone dates set forth in the Contract Documents. Additionally, within ten (10) days of commencing the Work, the Contractor shall submit to the Owner and the Architect a separate shop drawing and submittal schedule detailing the schedule for the submission to the Architect of all shop drawings, submittals, product data and other similar documents. Each of the schedules required herein shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time-to-time and shall be related to the entire Project. Each such revision shall be furnished to the Owner and the Architect. The schedules and all revisions shall be in such form, and shall contain such detail, as the Owner or the Architect may require. THE PARTIES SPECIFICALLY AGREE THAT ANY FLOAT CONTAINED IN THE SCHEDULES SHALL BELONG TO THE PROJECT AND IN NO EVENT SHALL THE CONTRACTOR MAKE CLAIM FOR ANY ALLEGED DELAY, ACCELERATION, OR EARLY COMPLETION SO LONG AS THE PROJECT IS COMPLETED WITHIN THE CONTRACT TIME. Strict compliance with the requirements of this Section is a condition precedent for payment to the Contractor, and failure by the Contractor to strictly comply with said requirements shall constitute a material breach of this Contract.

7.4.2 In addition to the schedules and revisions required in Section 7.4.1, with the submission of each Application for Payment, the Contractor shall submit a 30-day look-ahead schedule setting forth in detail the Work to be performed during the next 30 days and shall also submit a 30-day look-back schedule setting forth in detail the Work actually performed during the preceding 30 days, as compared to the Work scheduled during such period. The look-ahead and look-back schedules shall be in such form as the Owner may require, and the timely receipt of such schedules shall be a condition precedent to the Owner's duty to make payment to the Contractor.

7.4.3 Without limitation on any other rights or remedies of the Owner in the event Contractor fails or refuses to progress the Work, or any portion thereof, in accordance with the requirements of the Project schedule, the Owner or Architect may order or direct the Contractor to take one or more of the following actions:

- (a) Increase the labor force of Contractor and its Subcontractors;

- (b) Implement overtime operations;
- (c) Increase the number or duration of shifts;
- (d) Supplement its Project management;
- (e) Furnish additional equipment to its forces;
- (f) Accelerate delivery of material and supplies; or
- (g) Take such other action as the Owner reasonably believes necessary to increase the rate of progress.

7.4.4 The Contractor shall proceed with any action ordered or directed by Owner or Architect under Section 7.4.3 within forty-eight (48) hours of receipt of such order or direction. UNDER NO CIRCUMSTANCES SHALL CONTRACTOR MAKE CLAIM FOR, OR BE ENTITLED TO RECOVER, ANY COST, EXPENSE, LOSS OR DAMAGE ARISING OUT OF, OR RELATING TO, ANY SUCH ORDER OR DIRECTION OF OWNER OR ARCHITECT OR ANY ACTION TAKEN IN RESPONSE THERETO.

## **7.5 Shop Drawings, Product Data and Samples**

7.5.1 Shop Drawings, Product Data, Samples, and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with information received from the Contract Documents.

7.5.2 In no event shall the Contractor submit any Shop Drawings, Product Data, or Sample which is not in conformity with the requirements of the Contract Documents, and the Contractor shall not perform any portion of the Work requiring submittal and review of Shop Drawings, Product Data, or Samples unless and until same shall have been approved by the Architect. Approval by the Architect, however, shall not be evidence that the Shop Drawings, Product Data, or Sample, or Work installed pursuant thereto, conforms to the requirements of this Contract.

7.5.3 The Contractor shall continuously maintain at the site, for the benefit of the Owner and the Architect, one record copy of this Contract marked to record on a current basis changes, selections, and modifications made during construction. Additionally, the Contractor shall maintain at the site for the Owner and Architect the approved Shop Drawings, Product Data, Samples, and other similar required submittals. Upon Final Completion of the Work, all of these record documents shall be delivered to the Owner.

## **7.6 Cleaning the Site and the Project**

7.6.1 The Contractor shall keep the site reasonably clean to the satisfaction of the Owner and Architect during performance of the Work. Upon Final Completion of the Work, the Contractor shall clean the site and the Project and remove all waste, together with all of the Contractor's property therefrom.

## **7.7 Access to Work**

7.7.1 The Owner and the Architect shall have access to the Work at all times from commencement of the Work through Final Completion. The Contractor shall take whatever steps necessary to provide access when requested.

## **7.8 Indemnity**

7.8.1 The Contractor shall be responsible from the time of signing the Contract, or from the time of commencement of the Work, whichever shall first occur, for all injury or damage of any kind resulting from the Work to persons or property, including employees and property of the Owner. The Contractor shall indemnify, defend and hold harmless the Owner from and against all claims or actions, whether actual or threatened, and all attorney fees and cost of defense thereof, arising out of or relating to damage or injury (including death) to persons or property caused by or sustained in connection with the performance of this Contract or by conditions created thereby, arising out of or any way connected with the Work performed under this Contract or any act or omission of the Contractor, any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. At the option of the Owner, the Contractor expressly agrees to defend against any claims or actions indemnified by this Section, whether such claims or actions are rightfully or wrongfully brought or filed. In such event, legal counsel provided by the Contractor shall be subject to the Owner's approval.

7.8.2 To the extent the Owner suffers or sustains any fines, penalties, or assessments as the result of any act or omission of the Contractor, the Contractor shall indemnify and hold harmless the Owner from same and the Contractor shall reimburse the Owner for any and all legal cost and expense, including attorneys' fees, incurred in connection with any such fines, penalties or assessments.

7.8.3 In claims against any person or entity indemnified under this Section 7.8 by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 7.8 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

7.8.4 Nothing in this Section 7.8 shall require the Contractor to indemnify the Owner in the circumstances described in O.C.G.A. §§ 13-8-2(b) or (c).

## **7.9 Means, Methods, Techniques, Sequences, Procedures and Safety**

7.9.1 The Contractor is fully responsible for, and shall have control over, all construction means, methods, techniques, sequences, procedures and safety, and shall coordinate all portions of the work required by the Contract Documents. Nothing contained herein, however, shall in any manner whatsoever relieve, release or discharge the Architect from any of its duties, responsibilities, obligations, or liabilities as set forth in its contract with the Owner, or as provided by law.

## **7.10 Separate Contracts**

7.10.1 The Owner reserves the right to perform work on the premises with its own forces or by the use of other contractors. In such event, the Contractor shall fully cooperate with the Owner and such other contractors and shall coordinate, schedule and manage its work so as not to hinder, delay or otherwise interfere with the separate work of the Owner or other contractors.

## **7.11 Notice of Commencement**

7.11.1 The Contractor shall file a NOTICE OF COMMENCEMENT with the Clerk of the Superior Court of Whitfield County, Georgia no later than fifteen (15) days after the Contractor physically commences work on the site. The Contractor shall furnish a copy of the NOTICE OF COMMENCEMENT to the Architect and to anyone else making a written request.

The NOTICE OF COMMENCEMENT shall contain the following information:

- (a) The name, address, and telephone number of the Contractor.
- (b) The name and location of the project being constructed and the legal description of the property upon which the improvements are being made.
- (c) The name and address of the true owner.
- (d) The name and address of the surety for the performance and payment bonds.
- (e) Any other requirements called for in the Official Code of Georgia Annotated - Sections 36-91-72 and 44-14-361.5.

## **7.12 Compliance with Federal and State Immigration Laws**

7.12.1 The Contractor shall register and participate in the electronic verification ("E-Verify") of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security.

7.12.2 The Contractor shall verify that all new employees of the Contractor are in compliance with the Immigration Reform and Control Act of 1986, as required by state law, as codified at O.C.G.A. § 13-10-91, *et seq.* The Contractor shall provide the Owner with all required affidavits verifying compliance with such applicable state and federal laws, including affidavits from Subcontractors and other performing the Work.

7.12.3 The Contractor agrees that, should it employ or contract with any Subcontractor(s) in connection with the physical performance of services pursuant to this Contract with the Owner, the Contractor will secure from such Subcontractor(s) an executed affidavit verifying the Subcontractor(s)'s compliance with O.C.G.A. § 13-10-91. The Contractor further agrees to maintain records of compliance by said Subcontractor(s) and their Tiers

and provide a copy of each such verification to the Owner at the time the Subcontractor(s) is retained to perform such service.

7.12.4 The Contractor agrees to provide records, in a Excel Format, to the Owner providing the following information:

- (a) Contractor Legal Name
- (b) Contractor Address
- (c) Contractor Federal work authorization program user number (E-Verify Number)
- (d) Date of Contract between contractor and public employer.

7.12.5 The contractor also agrees to provide records for Subcontractors and Tiers in the same format and requiring the same information. This information is to be provided which requested by Owner.

## **ARTICLE 8. CONTRACT ADMINISTRATION**

### **8.1 The Architect**

8.1.1 The Architect for this project is KRH Architects Inc. In the event the Owner should find it necessary or convenient to replace the Architect, the Owner shall retain a replacement Architect and the status of the replacement Architect shall be that of the former Architect.

### **8.2 Architect's Administration**

8.2.1 The Architect shall be authorized to act on behalf of the Owner only to the extent provided in this Contract.

8.2.2 The Owner and the Contractor shall communicate with each other in the first instance through the Architect.

8.2.3 The Architect shall be the initial interpreter of the requirements of the Drawings and Specifications and the judge of the performance thereunder by the Contractor. The Owner shall cause the Architect to render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

8.2.4 The Owner shall cause the Architect to review the Contractor's Applications for Payment and certify to the Owner for payment to the Contractor, those amounts then due the Contractor as provided in this Contract.

8.2.5 The Architect shall have authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Architect deems it necessary or advisable, the Architect shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.

8.2.6 The Owner shall cause the Architect to review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Shop Drawings, Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents. The Owner shall cause the Architect's action to be taken with such reasonable promptness as to cause no delay in the work or in the activities of the Owner, Contractor, or separate Contractor while allowing sufficient time in the Architect's professional judgment to permit adequate review.

8.2.7 The Owner shall cause the Architect to prepare Change Orders and may authorize minor changes in the Work by Field Order as provided elsewhere herein.

8.2.8 The Owner shall cause the Architect, upon written request from the Contractor, to conduct inspections to determine the date of Substantial Completion and the date of Final Completion, to receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by this Contract and to issue a final Certificate for Payment upon compliance with the requirements of this Contract. Written requests for interpretation (RFIs) required of the Architect received after noon on the last working day of the Architect's work week shall be acknowledged as received on the Architect's following normal working day.

8.2.9 The Architect's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

8.2.10 The Architect shall have the discretion and authority to specify the time within which the Contractor must correct or cure any defect or deficiency, or nonconformance with this Contract.

8.2.11 The Contractor shall make no claim for an extension of the Contract Time or for additional compensation arising out of or relating to any alleged failure by the Architect to timely take any action or render any decision unless and until the Contractor has first provided ten (10) days prior written notice to the Architect identifying therein the specific action or decision which the Contractor contends is necessary to avoid delay, or further delay, to the Project. In the event the Architect takes the requested action, or renders the requested decision, within ten (10) days of the receipt of such notice, no claim for an extension of the Contract Time or for additional compensation arising out of, or relating to, such action or decision shall be made by the Contractor and any such claim is expressly waived.

8.2.12 THE DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR UNDER THIS CONTRACT SHALL IN NO MANNER WHATSOEVER BE CHANGED, ALTERED, DISCHARGED, RELEASED, OR SATISFIED BY ANY DUTY, OBLIGATION,

OR RESPONSIBILITY OF THE ARCHITECT. THE CONTRACTOR IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BY AND BETWEEN THE OWNER AND THE ARCHITECT. IT IS EXPRESSLY ACKNOWLEDGED AND AGREED THAT THE DUTIES OF THE CONTRACTOR TO THE OWNER ARE INDEPENDENT OF, AND ARE NOT DIMINISHED BY, ANY DUTIES OF THE ARCHITECT TO THE OWNER.

### **8.3 Claims by the Contractor**

8.3.1 All claims by Contractor shall be initiated by written notice and claim to the Owner and the Architect. The notice and claim shall be in such form as required by the Owner and same shall be signed by an officer of the Contractor under oath and under penalty of perjury. At a minimum, such notice and claim shall identify and describe the nature, scope, and location of the circumstance or condition giving rise to the claim; all items of Work impacted by the claim and an explanation of how the claim impacts such items of Work; applicable provisions of the Contract Documents; an estimate of any costs incurred and to be incurred as a result of the claim; and an estimate of any delays to the critical path of the Work resulting from the claim. Such written notice and claim must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim. THE FAILURE BY THE CONTRACTOR TO PROVIDE THE WRITTEN NOTICE AND CLAIM AS PROVIDED IN THIS SECTION SHALL CONSTITUTE A WAIVER BY THE CONTRACTOR OF ANY SUCH CLAIM AGAINST THE OWNER.

8.3.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim under this Section 8.3 shall be reflected by a Change Order executed by the Owner, the Architect, and the Contractor.

8.3.3 Claims for Concealed and Unknown Conditions. If Contractor encounters (i) concealed and unknown conditions in the performance of the Work below the surface of the ground or in an existing structure at variance with the conditions indicated by this Contract, or (ii) unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, then the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Owner and the Architect written notice of, and an opportunity to observe, the condition prior to disturbing it. THE FAILURE BY THE CONTRACTOR TO PROVIDE THE WRITTEN NOTICE AND CLAIM AS PROVIDED IN THIS SECTION SHALL CONSTITUTE A WAIVER BY THE CONTRACTOR OF ANY CLAIM ARISING OUT OF OR RELATING TO SUCH CONCEALED OR UNKNOWN CONDITION.

8.3.4 Claims for Additional Costs. If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the Owner therefor, the Contractor shall give the Architect written notice of such claim within seven



(7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. THE FAILURE BY THE CONTRACTOR TO PROVIDE SUCH NOTICE AND TO GIVE SUCH NOTICE PRIOR TO EXECUTING THE WORK SHALL CONSTITUTE A WAIVER OF ANY CLAIM FOR ADDITIONAL COMPENSATION.

8.3.4.1 Limitations on Liability. In connection with any claim by the Contractor against the Owner, any liability of the Owner shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. Furthermore, in no event shall the Owner be liable to the Contractor for any claim for home-office overhead, loss of efficiency or productivity, loss of use of capital, loss of bonding capacity, or loss of business opportunity. Furthermore, the Owner shall have no liability for any claim for acceleration or compression of the schedule. The Owner shall not be liable to the Contractor for claims of third parties, including Subcontractors. The Contractor shall not serve as a conduit for the claims of Subcontractors against the Owner, and any provision in any contract between the Contractor and any Subcontractor pursuant to which the Contractor is obligated to present to the Owner any claim of any Subcontractor shall be invalid.

8.3.5 Claims for Additional Time. If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipatable, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the Owner and the Architect for such reasonable time as the Architect may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary, provided such notice expressly states the Contractor expects the delay to be continuing and states the basis for such expectation. IF THE CONTRACTOR FAILS TO MAKE SUCH CLAIM AS REQUIRED IN THIS SECTION, ANY CLAIM FOR AN EXTENSION OF TIME SHALL BE WAIVED.

8.3.6 Extension of Contract Time for Unusually Adverse Weather Conditions Not Reasonably Anticipated

8.3.6.1 Pursuant to the provisions of Section 8.3.5, the Contract Time may be extended upon written notice and claim of the Contractor to the Owner and the Architect as set forth in such Section and as further set forth herein. It is, however, expressly agreed that the time for completion as stated in the Contract Documents includes due allowance for calendar days on which work cannot be performed out-of-doors. For purposes of this Contract, and for purposes of extensions of Contract Time, the Contractor agrees that it

anticipates adverse weather sufficient to prevent work in accordance with the schedule set forth below, and the Contractor further agrees that unless it encounters actual adverse weather in excess of those days set forth below, it shall not make, nor shall it be entitled to, any extension of the Contract Time:

<b>Month</b>	<b>Days</b>	<b>Month</b>	<b>Days</b>	<b>Month</b>	<b>Days</b>
January	12	May	8	September	7
February	10	June	8	October	9
March	9	July	11	November	9
April	8	August	9	December	10

8.3.6.1 Furthermore, in addition to the notice requirements set forth in the aforesaid Section 8.3.5, the Contractor agrees that it shall provide written notice to the Owner and the Architect on the day of any adverse weather not anticipated and for which a request for a time extension has been, or will be, made. Said notice shall state with particularity a description of the adverse weather as well as a description of the nature and extent of any delay caused by such weather. Receipt of this notice by the Owner and the Architect is a condition precedent to the submission of any claim for an extension of time as provided by Section 8.3.5. Furthermore, as required by Section 8.3.5, the Contractor shall submit a written claim for extension of time within seven (7) days after the occurrence of the adverse weather and such claim shall be supported by such documentation including, but not limited to, official weather reports, as the Owner or the Architect may require. To the extent that any of the terms and conditions set forth in Section 8.3.6 are in conflict with any of the terms and conditions of Section 8.3.5, the terms and conditions of Section 8.3.6 shall govern and control. THE FAILURE BY THE CONTRACTOR TO COMPLY WITH ALL REQUIREMENTS OF SECTION 8.3.6 SHALL PRECLUDE ANY EXTENSION OF THE CONTRACT TIME FOR ADVERSE WEATHER.

8.3.6.2 NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, THE PARTIES SPECIFICALLY AGREE THAT ANY AND ALL WEATHER DELAYS SHALL BE NONCOMPENSABLE AND THE SOLE AND EXCLUSIVE REMEDY OF THE CONTRACTOR IN THE EVENT OF ANY SUCH DELAY IS AN EXTENSION OF THE CONTRACT TIME AS PROVIDED IN THIS SECTION 8.3.6.

8.3.7 Legal Action by the Contractor: As a condition precedent to the filing of any legal action by the Contractor against the Owner arising out of or relating to this Contract, the Contractor shall first provide the Owner thirty (30) days prior written notice of its intent to file such action. Such notice shall include an identification of the anticipated parties to said action and a description of all anticipated claims and causes of action to be asserted in said action. Any legal action under this Contract filed by either the Contractor or the Owner shall be filed in the Superior Court of Whitfield County, Georgia, and said Court shall be the exclusive venue for any such action. The Contractor expressly agrees that it shall be subject to the jurisdiction and venue of said Court for any such action.

**ARTICLE 9.**

**SUBCONTRACTORS**

**9.1 Definition**

9.1.1 A Subcontractor is an entity which has a direct contract with the Contractor to perform a portion of the Work.

**9.2 Award of Subcontracts**

9.2.1 The Contractor shall employ and utilize the following designated Subcontractors for the elements of the work identified. In no event may the Contractor substitute Subcontractors identified herein after the execution hereof for convenience. Any substitution of Subcontractors must be for cause reasonably demonstrated to the Owner's satisfaction:

<u>Subcontractor</u>	<u>Work</u>

9.2.2 Upon execution of the Contract, the Contractor shall furnish the Owner, in writing, the names of persons or entities proposed by the Contractor to act as Subcontractors on the Project. The Owner shall promptly reply to the Contractor, in writing, stating any objections the Owner may have to any of the proposed Subcontractors. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Owner has made timely objection. The Contractor shall not be required to Subcontract with any party to whom the Contractor has objection.

9.2.3 All subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the Owner against the Contractor herein, including those rights afforded to the Owner by Section 12.2.1 below.

**9.3 Verification of Subcontractor Payments**

9.3.1 The Owner may in its discretion verify with any Subcontractor the status of payments received or due from the Contractor. Nothing contained herein shall in any manner limit or restrict any other right of the Owner to communicate with a Subcontractor.

**ARTICLE 10.  
CHANGES IN THE WORK**

**10.1 Changes Permitted**

10.1.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.

10.1.2 Changes in the Work shall be performed under applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

## **10.2 Change Order Defined**

10.2.1 Change Order shall mean a written order to the Contractor executed by the Owner and the Architect, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and the Contract Time may be changed only by Change Order.

## **10.3 Changes in the Contract Price**

10.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the Owner and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the Contract Price, together with any conditions or requirements related thereto, being initialed by both parties, and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the Owner and the Contractor, then, as provided in Section 10.3.2.

10.3.2 If no mutual agreement occurs between the Owner and the Contractor as contemplated in Section 10.3.1, the change in the Contract Price, if any, shall then be determined by the Architect on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the Owner or the Architect requires an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools whether rented from the Contractor or others, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and jobsite field office overhead directly attributable to the change. In the event the Contractor performs the Work required by Change Order with its own forces, and not the forces of a Subcontractor, the overhead and profit due the Contractor for such work shall be twenty (20) percent. In the event the Change Order Work is performed by one or more Subcontractors, the Contractor's overhead and profit shall be seven and one-half (7- 1/2) percent. In no event shall any expenditure or savings associated with the Contractor's home office or other non-jobsite overhead

expense be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the Owner, payments on account shall be made to the Contractor on the Architect's Certificate for Payment.

10.3.3 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or to the Contractor, the applicable unit prices shall be equitably adjusted.

#### **10.4 Effect of Executed Change Order**

10.4.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

#### **10.5 Notice to Surety; Consent**

10.5.1 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

### **ARTICLE 11. UNCOVERING AND CORRECTING WORK**

#### **11.1 Uncovering Work**

11.1.1 If any of the Work is covered contrary to the Architect's request or to any provisions of this Contract, it shall, if required by the Architect or the Owner, be uncovered for the Architect's inspection and shall be properly replaced at the Contractor's expense without change in the Contract Time.

11.1.2 If any of the Work is covered not in contradiction to the Architect's request or to any provisions of this Contract, nonetheless, it shall, if required by the Architect or Owner, be uncovered for the Architect's inspection. If such Work conforms strictly with this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the Owner. If such Work does not strictly conform with this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

#### **11.2 Correcting Work**

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the Architect as defective or failing to conform to this Contract. All such rejected Work shall

be corrected in sufficient time so as not to delay either Substantial Completion or Final Completion of the Project, and in any event such rejected Work shall be corrected within thirty (30) days after issuance of any written rejection notice by the Architect. In the event the Work is not fully corrected within three (3) days from the date of said rejection notice, the Contractor shall submit to the Owner and the Architect, within seven (7) days of said notice, a detailed written plan of remediation in such form, and in such detail, as the Owner may require. At a minimum, such plan of remediation shall include an identification and location of the Work to be remediated; a detailed description of the process and procedure proposed for the remediation; the name of each Subcontractor involved in performing any of the remediation Work; the proposed schedule for the remediation including start date, hours of operation, and finish date; and, the name of each individual responsible for the management of such Work. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the Owner for the Architect's services and expenses made necessary thereby.

11.2.2 If within one (1) year after Final Completion of the Work, any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it promptly upon receipt of written notice from the Owner. This obligation shall survive final payment by the Owner and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this one-year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

11.2.3 Nothing contained in this Section shall establish any period of limitation with respect to other obligations which the Contractor has under this Contract. Establishment of the one-year time period in Section 11.2.2 relates only to the duty of the Contractor to specifically correct the Work.

### **11.3 Owner May Accept Defective or Nonconforming Work**

11.3.1 If the Owner chooses to accept defective or nonconforming Work, the Owner may do so, but only if such acceptance is in writing and executed by Owner. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for its acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming Work.

## **ARTICLE 12. CONTRACT TERMINATION**

### **12.1 Termination by the Contractor**

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the Government (other than Owner), through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the Owner and the Architect, terminate performance under this Contract and recover from the Owner payment for the actual reasonable expenditures of the Contractor (as limited in Section 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of thirty (30) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Architect and the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Section 12.2.1 hereunder.

## **12.2 Termination by the Owner**

### **12.2.1 For Convenience**

12.2.1.1 The Owner may for any reason whatsoever, or for no reason, terminate performance under this Contract by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the Owner or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

12.2.1.4 Within sixty (60) days after its termination for convenience, the Contractor shall submit a termination claim to the Owner and the Architect specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Architect. The claim shall be signed by an officer of the Contractor under oath and under penalty of perjury. IF THE CONTRACTOR FAILS TO FILE A COMPLETE AND PROPER TERMINATION CLAIM WITHIN THE TIME REQUIRED HEREIN ANY CLAIM FOR TERMINATION SHALL BE DEEMED WAIVED AND NO FURTHER SUMS SHALL BE DUE THE CONTRACTOR.

12.2.1.5 The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

12.2.1.6 Absent agreement to the amount due to the Contractor, and provided Contractor has submitted its claim in accordance with the requirements set forth hereinabove, the Owner shall pay the Contractor the following amounts:

- (a) Contract prices for labor, materials, equipment and other services accepted under this Contract;
- (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
- (c) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Section 12.2.1.2. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Section 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

## 12.2.2 For Cause

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the Owner may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

12.2.2.2 If the unpaid balance of the Contract Price exceeds the cost of finishing the work, including compensation for the Architect's additional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract.



12.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to Section 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Section 12.2.1 and the provisions of Section 12.2.1 shall apply.

**ARTICLE 13.**  
**OWNER'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE**

**13.1** The Owner shall have the right at any time to direct the Contractor to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to sixty (60) calendar days. If any such suspension is directed by the Owner, the Contractor shall immediately comply with same.

**13.2** In the event the Owner directs a suspension of performance under this ARTICLE 13, through no fault of the Contractor, the Owner shall pay the Contractor as full compensation for such suspension the Contractor's reasonable costs, actually incurred and paid, of:

- (a) demobilization and remobilization, including such costs paid to Subcontractors;
- (b) preserving and protecting work in place;
- (c) storage of materials or equipment purchased for the Project, including insurance thereon;
- (d) performing in a later, or during a longer, time frame than that contemplated by this Contract.

**ARTICLE 14.**  
**INSURANCE**

The Contractor shall not commence work until it has obtained all the insurance required in this Article, and such insurance has been approved by the Owner.

**14.1** Policies and Coverage

14.1.1 The Contractor shall obtain and maintain for the term of the Contract the following policies and coverage:

- (a) Comprehensive or Commercial Form General Liability Insurance, on an occurrence basis, covering work done or to be done by or on behalf of the Contractor and providing insurance for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the Project.

- (b) Business Automobile Liability Insurance on an occurrence basis, covering owned, hired, and non-owned automobiles used by or on behalf of the Contractor and providing insurance for bodily injury, property damage, and contractual liability. Such insurance shall include coverage for uninsured and underinsured motorists.
- (c) Worker's Compensation including Employers Liability Insurance
- (d) Except as otherwise provided in Section 14.1.2, Course of Construction Insurance covering all risk of loss, maintained at one hundred percent of the completed value based on the insurable portion of the work, including materials at the project site, stored off the project site, and in transit.
- (e) Any other insurance as required by law.

14.1.2 Within ten (10) calendar days after the effective date hereof, the Contractor shall provide the Owner a quote for Course of Construction Insurance required hereunder. Thereafter, Owner shall have the right, but not the obligation, to procure its own insurance covering the same or similar risks. If Owner so elects, it will notify the Contractor in writing of its decision, the Contractor shall not be required to procure such insurance hereunder, and the parties will execute a deductive Change Order for the amount of Contractor's quote for such insurance.

14.1.3 The Contractor shall obtain the following policies and coverage should the work involve hazardous materials: Environmental Impairment Liability Insurance

## **14.2 Verification of Coverage**

14.2.1 The Contractor shall submit certificates of insurance and separate letters of endorsements to the policies of insurance required by the Contract to the Owner as evidence of the insurance coverage, naming the Owner's officers, directors, employees, agents, volunteers and assigns as additional insured.

14.2.1.1 The scope of coverage and deductible shall be shown on the certificate of insurance. The certificates of insurance and endorsements shall provide for no cancellation or modification of coverage without thirty days written notice to the Owner. Renewal certifications and endorsements shall be timely filed by the Contractor for all coverage until the work is accepted as complete. The Owner's review of any certificate of insurance shall not relieve the Contractor of its obligation to procure the insurance required hereunder. The Owner reserves the right to require the Contractor to furnish complete, certified copies of all required insurance policies.

## **14.3 Waiver of Subrogation**

14.3.1 The Owner and Contractor waive all rights against (1) each other and any of their Subcontractors, Sub-Subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors provided by the Owner, if any, and any of their Subcontractors, Sub-Subcontractors, agents and employees, for

damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Article, or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Contractor as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors provided herein, if any, and the Subcontractors, Sub-Subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policy shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

#### **14.4 Insurance Provisions**

14.4.1 The insurance policies shall contain, or be endorsed to contain, the following provisions:

- (a) For the general and automobile liability policies, the Owner, its officers, employees, representatives, volunteers, and agents are to be covered as additional insureds.
- (b) For any claims related to the Work, the Contractor's insurance coverage shall be primary insurance as respects to the Owner, its officers, employees, representatives, volunteers, and agents. Any insurance or self-insurance maintained by the Owner, its officers, employees, representatives, volunteers, and agents shall be in excess of the Contractor's insurance and shall not contribute with it.
- (c) Each insurance policy required by this Article shall state that coverage shall not be canceled by either the Contractor or the insurance carrier, except after thirty days prior written notice by certified mail, return receipt requested, has been given to the Owner.
- (d) The Owner, its officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.
- (e) Course of construction coverage shall contain the following provisions:
  - 1 The Owner shall be named as loss payee;
  - 2 The insurer shall waive all rights of subrogation against the Owner; and

- 3 If required in writing by a party in interest, the Contactor as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Contractor shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made, replacement of damaged property shall be covered by appropriate Change Order.

14.4.2 Partial occupancy or use shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance.

#### **14.5 Amount of Insurance**

14.5.1 For all projects, other than those involving hazardous materials, the insurance furnished by the Contractor under this Article shall provide coverage in amounts not less than the following, unless a different amount is stated in the Supplementary General Conditions.

- (a) 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.
- (b) 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.
- (c) Workers' Compensation limits as required by law with Employers Liability limits of \$1,000,000.00.
- (d) Course of Construction Insurance - 100% of the completed value of the work

14.5.2 For projects involving hazardous materials, only the Contractor and its hazardous materials Subcontractors shall provide coverage in amounts not less than the following, unless a different amount is stated in the Supplementary General Conditions:

(a) Comprehensive or Commercial form General Liability Insurance - Limits of Liability

(i) \$10,000,000.00 General Aggregate

(ii) \$5,000,000.00 Each Occurrence - combined single limit for bodily injury and property damage.

(b) 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.

(c) Hazardous material transporter services must also have:

(i) MCS-90 endorsement

(ii) Sudden & Accidental Pollution endorsement-Limits of Liability\*

1 \$2,000,000.00 Each Occurrence

2 \$2,000,000.00 General Aggregate

\*A higher limit on the MCS-90 endorsement required by law must be matched by the Sudden & Accidental Pollution Insurance.

(d) Workers' Compensation limits as required by law with employers Liability limits of \$1,000,000.00.

(e) Course of Construction Insurance-100% of the completed value of the work

(f) Environmental Impairment (pollution) Liability Insurance - Limits of Liability:

(i) \$10,000,000.00 General Aggregate

(ii) \$5,000,000.00 Each Occurrence-combined single limit for bodily injury and property damage, including clean-up costs.

## **14.6 Acceptability of Insurers**

14.6.1 Insurers shall be licensed by the State of Georgia to transact insurance and shall hold a current A.M. Best's rating of A:VII; or shall be a carrier otherwise acceptable to the Owner.

## **14.7 Subcontractor's Insurance**

14.7.1 The Contractor shall ensure that its Subcontractors are covered by insurance of the type and the amounts required by this Article. Contractor shall not allow any

Subcontractor to commence work on its subcontract until the insurance has been obtained.

#### **14.8 Miscellaneous**

14.8.1 Any deductible under any policy of insurance required in this Article shall be Contractor's liability.

14.8.2 Acceptance of certificates of insurance by the Owner shall not limit the Contractor's liability under the Contract.

14.8.3 In the event the Contractor does not comply with these insurance requirements, the Owner may, at its option, provide insurance coverage to protect the Owner. The cost of the insurance shall be paid by the Contractor and, if prompt payment is not received, may be deducted from Contract sums otherwise due the Contractor.

14.8.4 If the Owner is damaged by the failure of the Contractor to provide or maintain the required insurance, the Contractor shall pay the Owner for all such damages.

14.8.5 The Contractor's obligations to obtain and maintain all required insurance are not delegable duties under this Contract.

### **ARTICLE 15. MISCELLANEOUS**

#### **15.1 Special Stipulations**

15.1.1 Governing Law; Venue. The Contract shall be governed by the law of the State of Georgia. 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.

15.1.2 Independent Contractor. Each of the Contractor and Architect shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute Contractor or Architect or any of their respective agents or employees to be the agent, employee, or representative of Owner.

#### **15.2 Conflicts of Interest**

15.2.1 The Contractor certifies that to the best of its knowledge no circumstances exist which will cause a conflict of interest in performing the services required by this Contract, that no employee of Owner, nor any member thereof, nor any public agency or official affected by this Contract, has any pecuniary interest in the business of the Contractor or its Subcontractors and that no person associated with the Contractor or its Subcontractors has any interest that would conflict in any manner or degree with the performance of this Contract.

15.2.2 Should Contractor become aware of any circumstances which may cause a conflict of interest during the term of this Contract, Contractor shall immediately notify Owner. If Owner determines that a conflict of interest exists, Owner may require that Contractor take action to remedy the conflict of interest or terminate the Contract without liability. Owner shall have the right to recover any fees paid for services rendered by Contractor which were performed while a conflict of interest existed if Contractor had knowledge of the conflict of interest and did not notify Owner within one week of becoming aware of the existence of the conflict of interest.

15.2.3 Contractor warrants that Contractor and Contractor's Subcontractors have not employed or retained any company or person other than a bona fide employee, working solely for Contractor or its Subcontractor(s) to solicit or secure this Contract and that Contractor and Contractor's Subcontractor(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for Contractor or its Subcontractor(s) any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of this Contract. For any breach or violation of this provision, Owner shall have the right to terminate the Contract without liability and, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

15.2.4 Contractor shall include the terms and conditions of Section 15.2 in all Subcontractor agreements for work to be performed under this Contract.

15.2.5 Equal Employment Opportunity. During the performance of this Contract, Contractor agrees as follows: (i) Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (ii) Contractor will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex or national origin; (iii) Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provision will be binding upon each Subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

### **15.3 Successors and Assigns**

15.3.1 The Owner and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner.

### **15.4 Surety Bonds**

15.4.1 The Contractor shall furnish separate performance and payment bonds to the Owner. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event

the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a surety, or sureties, reasonably suitable to the Owner. At the delivery of such bonds to the Owner, the Contractor shall also furnish in writing to the Owner the name, address, telephone number, email address, and facsimile number of the person employed by the surety to whom any claims, notices, requests, or other communications from the Owner are to be submitted. If requested by the Owner or the Architect, the Contractor shall procure and furnish to the Owner and Architect the written consent of surety to any proposed Change Order, contract payment or other contemplated action under this Contract. The Contractor shall provide a contact name, phone number and address at signing of this contract.

## **15.5 Entire Agreement**

15.5.1 This Contract, together with the Contractor's performance and payment bonds for the Project, constitute the entire and exclusive agreement between the Owner and the Contractor with reference to the Project. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Owner and the Contractor. No representations either oral or written not incorporated herein shall be binding on the parties. No amendment or modification of this Contract shall be enforceable unless same is in writing duly executed by the parties. In the event any term, condition, clause or provision of this Contract is held or determined to be invalid by any Court of competent jurisdiction, any and all remaining terms, conditions, clauses and provisions of the Contract shall remain in full force and effect.

## **15.6 No Privity with Others**

15.6.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the Owner and any person or entity other than the Contractor.

## **15.7 Intent and Interpretation**

15.7.1 The intent of this Contract is to require complete, correct, and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

15.7.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

15.7.3 When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.



15.7.4 The words "include", "includes", or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation".

15.7.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

15.7.6 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

This Contract is executed under seal on the date set forth hereinbelow.

**OWNER:**  
**City of Dalton, GA**

---

By:  
(Signature)

Annalee Sams – Mayor  
300 W. Waugh Street  
Dalton, GA 30720

---

(Printed Name, Title and Address)

---

(Date of Execution)  
Approved as to Form:

---

**CONTRACTOR:**  
**R W Smith Company**  
Marty E. Thomas

---

(Typed Name)

By:   
(Signature)

Marty E. Thomas – President  
610 Village Trace 22-200  
Marietta, GA 30067

---

(Printed Name, Title and Address)

---

05/1/2024  
(Date of Execution)

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## CITY COUNCIL AGENDA REQUEST

<b>Meeting Type:</b>	Mayor & Council Meeting
<b>Meeting Date:</b>	May 6 <sup>th</sup> , 2024
<b>Agenda Item:</b>	Professional Services Agreement with Geo-Hydro Engineers, Inc. for Geotechnical Services at New P&E Building at Police Department
<b>Department:</b>	Police
<b>Requested By:</b>	Andrew Parker
<b>Reviewed/Approved by City Attorney?</b>	N/A
<b>Cost:</b>	\$19,968.00
<b>Funding Source if Not in Budget</b>	2020 SPLOST

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

This request is to approve the Professional Services Agreement with Geo-Hydro Engineers, Inc. to complete the geotechnical engineering services required for conducting subgrade evaluations and field density testing, foundation bearing surface evaluations, concrete testing, masonry testing, structural steel inspection and testing for the construction of the new P&E building at the Police Department. The scope of work is critical to ensure critical aspects of the project are constructed to the required specifications.

**CITY OF DALTON  
DALTON POLICE DEPARTMENT  
GENERAL PROFESSIONAL SERVICES AGREEMENT**

THIS GENERAL PROFESSIONAL SERVICES AGREEMENT is made and entered into on this 6<sup>th</sup> day of May, 2024 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Geo-Hydro Engineers, Inc., hereinafter referred to as "CONSULTANT".

WHEREAS, the CITY desires to engage the CONSULTANT to provide professional services; and,

WHEREAS, the CITY finds that the proposed Scope of Services and terms of this Contract are acceptable; and,

WHEREAS, the CONSULTANT desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth,

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

1. EMPLOYMENT OF CONSULTANT: The CITY hereby engages the CONSULTANT and the CONSULTANT hereby agrees to perform the professional services hereinafter set forth.

2. PROJECT/SCOPE OF SERVICES: The CONSULTANT shall complete the project and perform the scope of services specified in the CITY's Request for Proposal which is included herein by reference and the specifications provided in the CONSULTANT's proposal attached hereto as Exhibit "A".

3. ADDITIONAL SERVICES: The CONSULTANT shall provide additional services, not specifically provided for in Exhibit "A", upon written request and authorization by the CITY.

4. DATE OF COMMENCEMENT: The CONSULTANT shall commence work on the project on May 6<sup>th</sup>, 2024. If no date is provided, then the date of commencement shall be five days from execution of this Agreement.

5. DATE OF COMPLETION: The CONSULTANT shall complete the project on or before May 22<sup>nd</sup>, 2025.

6. CONTRACT SUM: The CITY shall pay to CONSULTANT the total sum of

\$19,968.00 Dollars for the complete performance of the project and terms of this Agreement. In addition, CITY shall pay to CONSULTANT for any authorized additional services performed at the rate or amount provided in the Compensation Schedule attached hereto as Exhibit "B".

7. CONTRACT PENALTY: The CONSULTANT shall pay to the CITY the amount of \$ 0.00 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 CONSULTANT upon complete performance of the project and terms of this Agreement. CONSULTANT shall provide to CITY an Affidavit from the CONSULTANT stating the CONSULTANT 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 CONSULTANT. Payment(s) shall be made via electronic funds transfer (EFT).

9. CITY COVENANTS: CITY covenants and agrees:

(a) to provide all available information, data, reports, records and maps to which CITY has possession or control which are necessary for CONSULTANT to perform the scope of services provided for herein;

(b) to provide reasonable assistance and cooperation to CONSULTANT in obtaining any information or documentation which are necessary for CONSULTANT 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 Chief of Police;

(d) to permit access to the subject public property and obtain permission to access necessary private property for CONSULTANT to complete the scope of services;

(e) to provide reasonable assistance to CONSULTANT in applying for and obtaining any necessary Federal, State or local government permits for the scope of services;

10. CONSULTANT COVENANTS: CONSULTANT covenants and agrees:

(a) to perform the scope of services in a professional manner, using that degree of care and skill ordinarily exercised by consultants practicing in the same or similar field;

- (b) to use only employees and subcontractors qualified to complete the work with sufficient experience in same or substantially similar projects;
- (c) to use only properly licensed employees or subcontractors for any work requiring a specialty or professional license issued by the State of Georgia;
- (d) to designate a representative authorized to act on the CONSULTANT'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 CONSULTANT'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 CONSULTANT, 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 CONSULTANT upon completion of the project;
- (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 CONSULTANT'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.

11. INDEMNITY: CONSULTANT 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 CONSULTANT'S use and occupancy of the subject property or by the negligence, acts, errors or omissions with respect to the performance of the professional services of CONSULTANT, its employees, agents, subcontractors, or invitees 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 shall not indemnify or hold harmless CONSULTANT for any claims arising from the actions or omissions of CONSULTANT or any third party.

Additionally, CONSULTANT agrees that all personal property that may be at any time at the subject property shall be at CONSULTANT's sole risk or at the risk of those claiming through CONSULTANT and that CITY shall not be liable for any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of CITY.

12. INSURANCE: CONSULTANT 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 or as provided herein below, whichever is greater. CONSULTANT 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.

CONSULTANT 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 minimum of \$1,000,000.00 limit 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) Professional Services Errors & Omissions Coverage – Professional Services E&O policy with a minimum of \$1,000,000.00 per claim.

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

15. SUBCONTRACTOR: The CONSULTANT shall provide written notice to CITY of CONSULTANT’S intent to use a subcontractor for any portion of the project. CITY shall be entitled to reject any subcontractor it deems not qualified to complete the project. 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, nor 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  
P.O. Box 1205  
Dalton, GA 30722-1205

Such notice to CONSULTANT shall be mailed to: Geo-Hydro Engineering Inc.  
400 Chastain Center Blvd, Suite 430  
Kennesaw, Georgia 30144

When so mailed, the notice shall be deemed to have been given as of 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: The 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 CONSULTANT’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 CONSULTANT 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 CONSULTANT. Any changes to the material terms of any document shall be clearly identified and noted to CITY.

19. VENDOR: CONSULTANT 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 during the term of this Agreement.

20. TERMINATION OF CONTRACT: In the event that CONSULTANT 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 for default, CITY shall provide written notice to CONSULTANT of any default and provide CONSULTANT ten (10) days to correct said default or deficiency,

21. 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. CONSULTANT 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) Confidentiality. All information and documentation regarding the project and the CONSULTANT's services shall be maintained in confidence and shall not be disclosed to any third party by CONSULTANT, without CITY's written authorization, except as may be required by the Georgia Open Records Act. CONSULTANT 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 CONSULTANT 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.

(h) The terms and conditions of services, as modified, accompanying the written Proposal of Consultant dated March 27, 2024 shall be applicable to this Professional Services Agreement to the extent that any provision such of terms and conditions of service do not conflict with any provision of this General Professional Services Agreement. In the Event of such conflict, the terms of this General Professional Services Agreement shall govern.

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

CONSULTANT:

CONSULTANT:

Geo-Hydro Engineering, Inc.

By: 

Title: Principal

CITY:

CITY OF DALTON, GEORGIA

By: \_\_\_\_\_

MAYOR

Attest: \_\_\_\_\_

CITY CLERK

Mr. Barry Woods  
City of Dalton  
301 Jones Street  
Dalton, Georgia 30720

March 27, 2024

**Proposal to Provide  
Construction Materials Testing and Special Inspections Services  
Dalton PD Evidence Building  
Dalton, Georgia  
Geo-Hydro Proposal Number 241470.P0**

Dear Mr. Woods:

Geo-Hydro Engineers appreciates the opportunity to provide this proposal to perform construction materials testing and special inspections services for the above referenced project. Our scope of work is based on review of the “Combined Drawing Set” construction documents and on our experience with similar projects.

We understand the project consists of the construction of a new two-story police department evidence building. The building will be supported by shallow foundations. The project also includes site/civil work including the construction of one MSE wall. The project is located in Dalton, Georgia.

**Scope of Work**

**Construction Materials Testing and Special Inspection Services**

**Subgrade Evaluations and Field Density Testing**

At-grade areas and areas to receive structural fill will be evaluated by proofrolling with a loaded dump truck, scraper, or other similar rubber-tired equipment and recommendations for dealing with unstable soils if encountered.

We will obtain bulk samples of proposed fill or backfill soils and conduct laboratory testing to determine the standard or modified Proctor maximum dry density. We will perform requested field density testing of fill or backfill soils.

**Foundation Bearing Surface Evaluations**

Our representative will be on site to perform foundation bearing surface testing. The foundation system will consist of shallow foundations. Geo-Hydro’s recommended approach to the testing of shallow foundation excavations bearing in soil is to perform hand auger and dynamic cone penetrometer testing at select locations. We will perform these tests in accordance with the general guidelines established in ASTM STP-399. If the required bearing capacity is not available based on our evaluations, remedial recommendations will be provided in a timely manner so as not to unnecessarily delay the construction process.

### Observation of Reinforcing Steel

Our representatives will be present to observe that concrete reinforcing steel is in compliance with the project documents for quantity, size, and location. Typically, our site representative will compare the as-built condition of the reinforcing steel to the approved structural and shop drawings. If any discrepancies are observed, they will be immediately brought to the attention of the field personnel so that appropriate corrections can be implemented.

### Concrete Testing

Geo-Hydro's technicians will be present to sample and test structurally significant concrete. Typically, for each sampling event we will perform physical tests to determine the slump, air content, and temperature, and we will cast test cylinders for subsequent compressive strength testing. We will transport cylinders to our laboratory for moist-curing and compressive strength testing which will be performed at the required test interval.

### Masonry Testing Services

We will sample and test the masonry in accordance with the project specifications and applicable ASTM standards. The mortar and grout specimens will be transported to our laboratory for subsequent compressive strength testing. We will also observe the installation of reinforcing steel during masonry construction and perform observation of structural masonry grouting as required by the IBC.

### Structural Steel Inspection and Testing

Inspection of steel fabricators is required by the IBC if the fabricator is not registered and approved. During our inspection of the fabricator we will verify that the fabricator maintains detailed fabrication and quality control procedures. We will verify the fabrication process, the material specification, review grade and mill test reports, and performing visual inspections and non-destructive testing when applicable.

We will perform inspections and testing of the welded and bolted connections in accordance with appropriate codes and the requirements of the AISC 360, Chapter N. We will observe welding operations and perform visual inspections of the completed welds to confirm that the materials, procedures, and workmanship are in conformance with the construction documents. We will observe bolting operations to confirm conformance with the construction documents and the provisions of the RCSC specification.

### Project Administration and Miscellaneous Consultation

We will provide our professional staff as necessary for project administration, data review and transmittal, preparation of letters, attending meetings, etc.

## Limitations of Services

- Our presence at the job site and our performance of construction materials testing must not be construed as relieving the contractor of its responsibility to comply with the plans and specifications.
- Construction materials testing consists of a representative sampling of the construction materials. One must not interpret the test results as a guarantee that the entire work product is represented by the results.
- Our services and any observations or recommendations we make must not be construed in any way as relieving the contractor from his responsibilities relating to job site safety.

- Our representatives do not have the authority to supervise the work nor to direct the contractor's personnel.

**FEE**

We have included budgetary estimate for construction materials testing and special inspections compliance services based on the assumed durations within our cost estimate. We will bill for all of our services on a unit-rate basis in accordance with the attached Schedule of Fees.

We will submit progress invoices at the end of each month for which our services are provided. No change orders will be issued for the scope of services within our cost breakdown. Change orders, if any, will only be requested for agreed upon additional scope items beyond what is indicated on our cost estimate.

\* \* \* \* \*

If this proposal is acceptable, please authorize our services by executing the attached standard agreement. We look forward to working with you on this project. Please contact us if you have any questions.

Respectfully,

Geo-Hydro Engineers, Inc.



Ian Naraine, MSI  
Staff Engineer  
[inaraine@geohydro.com](mailto:inaraine@geohydro.com)



Michael C. Woody, P.E.  
Kennesaw CMT Manager  
[mwoody@geohydro.com](mailto:mwoody@geohydro.com)

I:\MCW\Dalton PD Evidence Building Proposal

**CONSTRUCTION MATERIALS TESTING AND SPECIAL INSPECTIONS COST ESTIMATE**

**SUBGRADE EVALUATIONS & FIELD DENSITY TESTING**

Subgrade Evaluations (Based on 2 trips @ 4 hours per trip)					
8 hours	Senior Engineering Technician	at	\$85.00	per hour	\$680.00
Compaction Testing of Fill Placement (Based on 4 trips at 6 hours per trip)					
24 hours	Senior Engineering Technician	at	\$85.00	per hour	\$2,040.00
Laboratory Testing					
1 test	Standard Proctor (ASTM D 698)	at	\$200.00	each	\$200.00
Project Management					
3 hours	Senior Project Manager	at	\$200.00	per hour	\$600.00
Travel					
6 trips	Mileage (100 miles per trip)	at	\$0.67	per mile	\$402.00
<b>Subtotal</b>					<b>\$3,922.00</b>

**SHALLOW FOUNDATION EVALUATION**

Building Shallow Foundation Evaluations (Based on 4 trips @ 3 hours each)					
12 hours	Staff Professional	at	\$115.00	per hour	\$1,380.00
Project Management					
2 hours	Senior Project Manager	at	\$200.00	per hour	\$400.00
Travel					
4 trips	Mileage (100 miles per trip)	at	\$0.67	per mile	\$268.00
<b>Subtotal</b>					<b>\$2,048.00</b>

**REINFORCING STEEL AND CAST-IN-PLACE CONCRETE TESTING**

Field Concrete Testing and Sampling (Based on 6 pours @ 6 hours each)					
36 hours	Senior Engineering Technician	at	\$85.00	per hour	\$3,060.00
Sample Pickups (When not combined with other services, 6 trips @ 3 hour each)					
18 hours	Senior Engineering Technician	at	\$85.00	per hour	\$1,530.00
Laboratory Testing					
40 specimens	Compressive Strength	at	\$25.00	each	\$1,000.00
Project Management					
3 hours	Senior Project Manager	at	\$200.00	per hour	\$600.00
Travel					
12 trips	Mileage (100 miles per trip)	at	\$0.67	per mile	\$804.00
<b>Subtotal</b>					<b>\$6,994.00</b>

**MASONRY INSPECTION**

Masonry Construction (Based on 10 trips @ 4 hours each)					
40 hours	Senior Engineering Technician	at	\$85.00	per hour	\$3,400.00
Laboratory Testing					
16 specimens	Compressive Strength (C1019)	at	\$25.00	each	\$400.00
Project Management					
5 hours	Senior Project Manager	at	\$200.00	per hour	\$1,000.00
Travel					
10 trips	Mileage (100 miles per trip)	at	\$0.67	per mile	\$670.00
<b>Subtotal</b>					<b>\$5,470.00</b>

**STRUCTURAL STEEL INSPECTIONS**

Inspection of Bolted and Welded Connections (Based on 2 visits at 4 hours per visit)					
8 hours	Structural Steel Inspector	at	\$150.00	per hour	\$1,200.00
Project Management					
1 hour	Senior Project Manager	at	\$200.00	per hour	\$200.00
Travel					
2 trips	Mileage (100 miles per trip)	at	\$0.67	per mile	\$134.00
<b>Subtotal</b>					<b>\$1,534.00</b>

<b>TOTAL MATERIALS TESTING AND SPECIAL INSPECTIONS COST ESTIMATE</b>	<b>\$19,968.00</b>
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**Geotechnical Engineering  
Construction Materials Testing, Special Inspections, and  
NPDES Compliance Services  
Schedule of Fees**

Dalton PD Evidence Building  
Dalton, Georgia  
Geo-Hydro Proposal Number 241470.P0

**FIELD TESTING SERVICES**

**Soil, Concrete, and Miscellaneous Testing**

Engineering Technician, per hour.....	\$ 70.00
Senior Engineering Technician, per hour.....	\$ 85.00
Special Inspection Technician, per hour.....	\$ 90.00

**Steel Testing**

Structural Steel Inspector, per hour.....	\$ 150.00
Skidmore-Wilhelm Bolt Tension Calibrator., per day.....	\$ 100.00
Ultrasonic Flaw Detector, per day.....	\$ 150.00

**Coring - Pavement or Concrete**

Equipment Rental (generator & coring machine), per day.....	\$ 200.00
Diamond Bit Usage, per inch diameter, per lineal inch.....	\$ 3.00
Coring Technician, per hour.....	\$ 85.00

**Special Field Test Equipment**

Floor Flatness Test Equipment, per day.....	\$300.00
Windsor Probe, per shot.....	\$ 50.00
Nuclear Density Gauge, per day.....	\$100.00
Pavement Quality Indicator (PQI) Non-Nuclear Density Gauge, per day.....	\$100.00
StructureScan Mini all-in-one high-resolution GPR, per day.....	\$500.00
Thermal Imaging Camera, per day.....	\$300.00

NOTE: Above special field test equipment requires an operator billed at the appropriate hourly rate.

StructureScan Mini all-in-one high-resolution GPR, half day.....	\$1,000.00
<i>(Includes travel, operator, and report)</i>	
StructureScan Mini all-in-one high-resolution GPR, full day.....	\$2,000.00
<i>(Includes travel, operator, and report)</i>	

**NPDES SERVICES**

NPDES Inspection, per trip.....	\$ 200.00
Monthly Monitoring Report, each.....	\$ 200.00
Automatic Storm Water Sampler, per month.....	\$ 300.00
Turbidity Analysis, each.....	\$ 50.00

**PROFESSIONAL CONSULTING SERVICES**

Principal Engineer/Geologist, per hour.....	\$ 250.00
Senior Project Manager/Senior Registered Engineer, per hour.....	\$ 200.00
Project Manager/Registered Engineer, per hour.....	\$ 160.00
Special Inspection Professional, per hour.....	\$ 115.00
Staff Professional, per hour.....	\$ 115.00
Engineering Aide, per hour.....	\$ 85.00
Administrative Assistant, per hour.....	\$ 65.00

# Geotechnical Engineering Construction Materials Testing, Special Inspections, and NPDES Compliance Services Schedule of Fees

Dalton PD Evidence Building  
Dalton, Georgia  
Geo-Hydro Proposal Number 241470.P0

## LABORATORY TESTING SERVICES

### Soil-Cement/Cement Treated Base Mix Design Testing

Mix Design with up to Three Cement Amendment rates, each.....	\$3,000.00
Proctor Compaction Tests (ASTM D558), each.....	\$ 300.00
Soil-Cement Specimens, Compressive Strength, per specimen .....	\$ 30.00

### Soil & Graded Aggregate Base Material

Proctor Compaction Tests	
Standard (ASTM D-698), each.....	\$ 200.00
Modified (ASTM D-1557), each .....	\$ 250.00
Atterberg Limits (ASTM D-4318), each .....	\$ 125.00
Soil Particle Size Analysis with Hydrometer (ASTM D-422), each .....	\$ 200.00
Particle Size Analysis of Coarse Aggregate (ASTM C-136), each .....	\$ 200.00

### Concrete, Grout, Mortar, and Masonry

Cylinders, Compressive Strength (ASTM C-39), per cylinder .....	\$ 25.00
Beams, Flexural Strength (ASTM C-78), each.....	\$ 30.00
Concrete Cores, Lab Preparation and Compressive Strength	
Testing, (ASTM C-42), each .....	\$ 75.00
Cube Specimens (2" x 2"), Lab Preparation and Compressive	
Strength Testing (ASTM C-109), each.....	\$ 20.00
Masonry Grout Compressive Strength, Lab Preparation	
and Compressive Strength Testing, (ASTM C-1019), each .....	\$ 25.00
Masonry Prisms, Lab Preparation and Compressive Strength	
Testing, (ASTM C 1314), each.....	\$ 200.00
Concrete Masonry Unit (CMU) Lab Preparation and	
Compressive Strength Testing, (ASTM C 140), each .....	\$ 200.00

### Bituminous Materials

Bitumen Content & Gradation (ASTM D-2172; GDT-83), each.....	\$ 350.00
Core Density and Thickness Determination, each.....	\$ 45.00
For cores which require splitting add, each .....	\$ 15.00
Theoretical Voidless Density Determination (AASHTO T-209), each.....	\$ 300.00

## MISCELLANEOUS

Mileage, per mile.....	\$ 0.67
Authorized Ancillary Expenses.....	Cost + 15%

- Hourly rates are portal to portal. -All prices are quoted for services performed during a normal 8:00 a.m. to 5:00 p.m. work day (Monday through Friday). For services required outside of these hours (or on Saturday, Sundays and holidays), multiply unit rates by 1.5. A minimum charge of 4 hours will apply to all necessary weekend or holiday work
- Expert witness testimony will be billed at a multiplier of 2.0 times the appropriate unit rate for all time spent in preparation, depositions, court appearances, etc.
- Prices are valid for 90 days from date of schedule.

March 27, 2024 | 2



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting  
**Meeting Date:** May 6, 2024  
**Agenda Item:** Agreement with KRH Architects, Inc.  
**Department:** Recreation  
**Requested By:** Caitlin Sharpe  
**Reviewed/Approved by City Attorney?** Yes  
**Cost:** 6% of the Owners Budget for the Cost of the Work, as Calculated in accordance with Section 11.6

**Funding Source if Not in Budget**

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

Dalton Parks and Recreation Department has engaged KRH Architects, Inc. to assist with the design of the project and aid the department through the procurement process to ensure the project is well executed. See attached AIA Agreement with KRH Architects, Inc., for AI Rollins Park Synthetic Turf for Infields Project.





# AIA® Document B101® – 2017

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the Fifteenth day of April in the year Two Thousand Twenty-Four

*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

City of Dalton  
300 West Waugh Street, Dalton, GA 30720

and the Architect:  
*(Name, legal status, address and other information)*

KRH Architects Inc.  
855 Abutment Road Suite 4  
Dalton, Ga. 30721

for the following Project:  
*(Name, location and detailed description)*

New Artificial Turf Infields for Al Rollins Park  
521 Threadmill Road, Dalton, GA 30720

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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**User Notes:**

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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

New Artificial Turf In-Fields for the Baseball / Softball fields at Al Rollins Park.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

The new turf In-fields will be installed in the existing fields. New stormwater structures to be installed as needed.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

Approximately \$1,200,000

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

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/

Completion of Contract Documents 30 days following receipt of Topographical Survey

**.2** Construction commencement date:

September 2, 2024

**.3** Substantial Completion date or dates:

Fall 2024

**.4** Other milestone dates:

**§ 1.1.5** The Owner intends the following procurement and delivery method for the Project:

*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Request for Proposals

**§ 1.1.6** The Owner's anticipated Sustainable Objective for the Project:

*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

NA

**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

**§ 1.1.7** The Owner identifies the following representative in accordance with Section 5.3:

*(List name, address, and other contact information.)*

Annalee Sams - Mayor - City of Dalton  
300 West Waugh Street, Dalton, GA 30720

**§ 1.1.8** The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

*(List name, address, and other contact information.)*

Andrew Parker, City Administrator, City of Dalton

**§ 1.1.9** The Owner shall retain the following consultants and contractors:

*(List name, legal status, address, and other contact information.)*

**.1** Geotechnical Engineer:

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.2 Civil Engineer:

.3 Other, if any:

*(List any other consultants and contractors retained by the Owner.)*

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address, and other contact information.)*

Kenneth R. Harles - KRH Architects Inc.  
855 Abutment Road Suite 4  
Dalton, GA 30720

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
*(List name, legal status, address, and other contact information.)*

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

.2 Mechanical Engineer:

.3 Electrical Engineer:

§ 1.1.11.2 Consultants retained under Supplemental Services:

Civil Engineering - PWH Engineering

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**§ 1.1.12** Other Initial Information on which the Agreement is based:

NA

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

**§ 1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

**§ 2.2** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

**§ 2.3** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

**§ 2.4** Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

**§ 2.5** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

**§ 2.5.1** Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1000000.00 ) for each occurrence and Two Million Dollars and Zero Cents (\$ 2000000.00 ) in the aggregate for bodily injury and property damage.

**§ 2.5.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1000000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

**§ 2.5.3** The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide

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narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ 2.5.4 Workers' Compensation at statutory limits.**

**§ 2.5.5 Employers' Liability** with policy limits not less than Five Hundred Thousand Dollars and Zero Cents (\$ 500000.00 ) each accident, Five Hundred Thousand Dollars and Zero Cents (\$ 500000.00 ) each employee, and Five Hundred Thousand Dollars and Zero Cents (\$ 500000.00 ) policy limit.

**§ 2.5.6 Professional Liability** covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2000000.00 ) per claim and Three Million Dollars and Zero Cents (\$ 3000000.00 ) in the aggregate.

**§ 2.5.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

**§ 2.5.8** The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

**ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

**§ 3.1** The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

**§ 3.1.1** The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

**§ 3.1.2** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

**§ 3.1.4** The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

**§ 3.1.5** The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

**§ 3.1.6** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### **§ 3.2 Schematic Design Phase Services**

**§ 3.2.1** The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

**§ 3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**§ 3.2.3** The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

**§ 3.2.4** Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

**§ 3.2.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**§ 3.2.5.1** The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

**§ 3.2.5.2** The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

**§ 3.2.6** The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.2.7** The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### **§ 3.3 Design Development Phase Services**

**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

**§ 3.3.2** The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.3.3** The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### **§ 3.4 Construction Documents Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the

further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

**§ 3.4.4** The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

## **§ 3.5 Procurement Phase Services**

### **§ 3.5.1 General**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

### **§ 3.5.2 Competitive Bidding**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

**§ 3.5.2.3** If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### **§ 3.5.3 Negotiated Proposals**

**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

**§ 3.5.3.2** The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.



**§ 3.5.3.3** If the Proposal Documents permit substitutions, upon the Owner’s written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

## **§ 3.6 Construction Phase Services**

### **§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### **§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

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### **§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

### **§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

**§ 3.6.5 Changes in the Work**

**§ 3.6.5.1** The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner’s approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect shall maintain records relative to changes in the Work.

**§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

**§ 3.6.6.3** When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

**§ 3.6.6.4** The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

**§ 3.6.6.5** Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

**§ 4.1.1** The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
<b>§ 4.1.1.1</b> Programming	Architect / Owner
<b>§ 4.1.1.2</b> Multiple preliminary designs	
<b>§ 4.1.1.3</b> Measured drawings	
<b>§ 4.1.1.4</b> Existing facilities surveys	
<b>§ 4.1.1.5</b> Site evaluation and planning	Architect

Init.

§ 4.1.1.6	Building Information Model management responsibilities	
§ 4.1.1.7	Development of Building Information Models for post construction use	
§ 4.1.1.8	Civil engineering	Architect
§ 4.1.1.9	Landscape design	Architect
§ 4.1.1.10	Architectural interior design	Architect
§ 4.1.1.11	Value analysis	
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13	On-site project representation	
§ 4.1.1.14	Conformed documents for construction	
§ 4.1.1.15	As-designed record drawings	
§ 4.1.1.16	As-constructed record drawings	
§ 4.1.1.17	Post-occupancy evaluation	
§ 4.1.1.18	Facility support services	
§ 4.1.1.19	Tenant-related services	
§ 4.1.1.20	Architect's coordination of the Owner's consultants	
§ 4.1.1.21	Telecommunications/data design	
§ 4.1.1.22	Security evaluation and planning	
§ 4.1.1.23	Commissioning	
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25	Fast-track design services	
§ 4.1.1.26	Multiple bid packages	
§ 4.1.1.27	Historic preservation	
§ 4.1.1.28	Furniture, furnishings, and equipment design	
§ 4.1.1.29	Other services provided by specialty Consultants	
§ 4.1.1.30	Other Supplemental Services	

**§ 4.1.2 Description of Supplemental Services**

**§ 4.1.2.1** A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

**§ 4.1.2.2** A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

Geotechnical Studies, Surveys, Testing

**§ 4.1.3** If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

Init.

#### § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Forty ( 40 ) visits to the site by the Architect during construction
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

Init.

4 Two ( 2 ) inspections for any portion of the Work to determine final completion.

**§ 4.2.4** Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

**§ 4.2.5** If the services covered by this Agreement have not been completed within Twenty-four ( 24 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## **ARTICLE 5 OWNER'S RESPONSIBILITIES**

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

**§ 5.2** The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 5.3** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

**§ 5.4** The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

**§ 5.5** The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 5.6** The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

**§ 5.7** If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

**§ 5.8** The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

**§ 6.5** If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

**§ 6.6** If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

**§ 6.7** If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the



Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

Init.

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

### **§ 8.3 Arbitration**

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### **§ 8.3.4 Consolidation or Joinder**

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

**§ 8.4** The provisions of this Article 8 shall survive the termination of this Agreement.

## **ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the

interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

**§ 9.6** If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

**§ 9.7** In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

\$0

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

\$0

**§ 9.8** Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

**§ 9.9** The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

## **ARTICLE 10 MISCELLANEOUS PROVISIONS**

**§ 10.1** This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

**§ 10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

**§ 10.3** The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

**§ 10.4** If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the

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Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

**§ 10.5** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

**§ 10.6** Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

**§ 10.7** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

**§ 10.8** If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

**§ 10.8.1** The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

**§ 10.9** The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## **ARTICLE 11 COMPENSATION**

**§ 11.1** For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum  
(*Insert amount*)

.2 Percentage Basis  
(*Insert percentage value*)

Six (6.00) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other  
(*Describe the method of compensation*)

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**§ 11.2** For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

Architect \$125/hr Project Manager \$100/hr

**§ 11.4** Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent ( 10.00%), or as follows:  
*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

**§ 11.5** When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

**§ 11.6** When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

**§ 11.6.1** When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

**§ 11.7** The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.  
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate (\$0.00)
Architect	\$125
Project Manager	\$100
Engineer	\$125

**§ 11.8 Compensation for Reimbursable Expenses**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

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- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent ( 0.00 %) of the expenses incurred.

**§ 11.9 Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

## **§ 11.10 Payments to the Architect**

### **§ 11.10.1 Initial Payments**

**§ 11.10.1.1** An initial payment of Zero Dollars and Zero Cents (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

### **§ 11.10.2 Progress Payments**

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

1 % monthly

**§ 11.10.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

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**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:  
(Include other terms and conditions applicable to this Agreement.)

Sections of this contract shall be modified as described in the Final Change letter from the City Attorney to KRH Architects Inc. Dated August 1, 2023

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
(Insert the date of the E203-2013 incorporated into this agreement.)

NA

- .3 Exhibits:  
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ NA ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this agreement.)

[ Exhibit A attached ] Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- .4 Other documents:  
(List other documents, if any, forming part of the Agreement.)

NA

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** (Signature)  
Annalee Sams,, Mayor  
\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
**ARCHITECT** (Signature)  
Kenneth R. Harless, President  
\_\_\_\_\_  
(Printed name, title, and license number, if required)



## CITY COUNCIL AGENDA REQUEST

<b>Meeting Type:</b>	Mayor & Council Meeting
<b>Meeting Date:</b>	May 6, 2024
<b>Agenda Item:</b>	General Construction Agreement with Southern Flooring, Inc.
<b>Department:</b>	Recreation
<b>Requested By:</b>	Caitlin Sharpe
<b>Reviewed/Approved by City Attorney?</b>	Yes
<b>Cost:</b>	\$135,770.00
<b>Funding Source if Not in Budget</b>	General Budget

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

Request of approval to proceed with the general construction agreement with Southern Flooring, Inc., following their submission in response to our RFP, which was advertised in March and received in late March. The total project cost is \$135,770.00. Among the respondents to the Request for Proposals for the Mack Gaston Center Gym Floor Replacement, Southern Flooring, Inc. stood out for their comprehensive and prompt response. The Red Gym at the Mack Gaston Community Center sustained water damage in the summer of 2022, leading to floor buckling over time. An insurance claim has provided funding for this replacement. Repairs are scheduled to commence in mid-July and will be finalized before September 1st.



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

THIS GENERAL CONSTRUCTION AGREEMENT is made and entered into on this May 6, 2024 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Southern Flooring, 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 218 North Fredrick, Dalton, GA, 30736 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 Request for Seal Competitive Proposals – "Mack Gaston Community Center Gym Floor Replacement" 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 on or before September 1, 2024.

6. CONTRACT SUM: The CITY shall pay to CONTRACTOR the total sum of \$135,770.00 Dollars 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, 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 in the CITY's sole discretion. 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 nor 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: Southern Flooring, Inc.  
6820 Augusta Rd  
Greenville, SC 29605

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 sealed competitive proposals, Instructions to proposers, 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 provide written notice of such default or deficiency to CONTRACTOR and CONTRACTOR shall have ten (10) days to correct said default or deficiency. In the event such default or deficiency is not corrected in ten (10) days, CITY may terminate this Agreement immediately upon written notice to CONTRACTOR..

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 of two 1 year 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 **Request for Seal Competitive Proposals – “Mack Gaston Community Center Gym Floor Replacement”**

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: James Cowihan

Title: President jc

CITY:

CITY OF DALTON, GEORGIA

By: \_\_\_\_\_  
MAYOR

Attest: \_\_\_\_\_  
CITY CLERK

Exhibit “A”

**City of Dalton, Georgia**

Dalton Parks and Recreation Department

Mack Gaston Community Center Gym Floor Replacement

REQUEST FOR PROPOSALS (RFP) No 610-2024-01

**SOLICITATION FORM**

February 2024

<b>SCHEDULE OF EVENTS</b>	
<b>Issue RFP:</b>	<b>February 15, 2024</b>
Site Visit and Pre-Bid Meeting – 218 N. Fredrick St, Dalton, GA, 30721	March 5, 2024 10 am at Mack Gaston Community Center 218 N Fredrick St., Dalton, GA, 30736
Deadline for requests for clarifications and questions. Any possible exceptions to the bid specification and/or terms and conditions should be addressed during this phase. These requests will be answered in an addendum and must be emailed to: csharpe@daltonga.gov	March 7 at 10:00 am Must be submitted through email to Caitlin Sharpe
*The posting of additional addenda may be required, and it is the responsibility of the Offeror to ensure that they review the City's website for any additional addenda, and that they submit acknowledgement of all applicable addenda (on the included form) with their solicitation. Offeror should not expect to be individually notified by the City of Dalton.	
Sealed competitive proposals will be accepted until the due date and time. Any late submittals received will not be considered. Proposals must be submitted to The City of Dalton Finance Department located at 300 West Waugh Street, Dalton, Georgia, 30720.	<b>March 15, 2024 by 9:00 am</b>
<b>THIS FORM MUST BE SIGNED AND SUBMITTED TO BE CONSIDERED FOR AWARD</b>	
<b>COMPANY NAME:</b> Southern Flooring Inc	<b>DATE:</b> 3-7-24
<b>MAILING ADDRESS:</b> 6820 Augusta Rd	<b>PHONE:</b> 864-277-8238
<b>CITY:</b> Greenville	<b>FAX:</b>
<b>STATE:</b> SC	<b>ZIP:</b> 29605
<b>EMAIL:</b> patrickc@southernfloor.com	<b>SSN OR FEDERAL TAX ID:</b> 57-0666615
<b>PRINTED NAME:</b> Patrick Counihan	<b>TITLE OF AUTHORIZED REPRESENTATIVE:</b> Sr. Project Manager
	<b>AUTHORIZED SIGNATURE:</b> <i>Patrick Counihan</i>

**Southern Flooring**  
6820 Augusta Rd.  
Greenville, SC 29605

(P) 864-277-8238  
(F) 864-299-8553

Contact: Patrick Counihan

SCBL # G10399

## About Us

Southern Flooring is a company with a strong heritage and an equally strong commitment to quality. As a family company, we understand that our name is on the line every time we do business. We've been around for over 50 years, and we plan to be here for 50 more serving our customers with the best products and service available.

### Our Founder

In 1952, our company founder, Jim Counihan, left his family's farm in County Kerry, Ireland, to search for work in London, England. After spending nearly a year digging natural gas lines in downtown London and another year working on the railroad, one of his co-workers asked if he was interested in installing flooring for a company called Granwood. Jim was hired by Granwood in 1954. Within just nine months, he became a Crew Leader. Two years later, after hearing of the available opportunities in Toronto, Canada, Jim shipped out in September of 1955. Roughly, a year and a half later, he had saved enough money to sail back to London to marry his bride, Pam, and return to Toronto. Eventually Jim immigrated to the United States. He first traveled to the US on a work visa to train workers in New Orleans on how to install a floor correctly. In 1965, Jim came to Greenville, SC, to buy into a new American Granwood Franchise. Jim was a foreman for American Granwood until 1972, and he left owning approximately twenty five percent of the franchise.

### The Establishment of Southern Flooring

The same year Jim left Granwood, he founded Southern Flooring, Inc. Since that time, Southern Flooring has installed more than seventeen million square feet of sports flooring. Southern Flooring has earned a reputation as one of the largest sports flooring companies in the country and one of the most recognized names in the industry.

### Innovation

Jim holds twelve sports flooring patents. (Patent numbers: 7,096,631, 6,164,031, 6,158,185, 6,115,981, 6,055,785, 5,906,082, 5,647,183, 5,497,590, 5,369,927, 5,016,413, 4,599,842, 4,170,842.) Several of these patents are licensed to some of the largest sports flooring mills in the world. Prominent universities and professional sports teams all over the globe play on Jim's designs. In 2008, Jim Counihan was inducted into the Maple Floor Manufacturers Association Hall of Fame for his innovation and outstanding work in the field of hardwood sports flooring.

### Future of the Company

After nearly 50 years of hard work and perseverance in the flooring industry, Jim retired in 2006. James, Jim's only son, has now taken on the responsibility of the day-to-day operations of Southern Flooring, after having worked along side his father for 27 years. Along with vinyl floor installations, James also started our bleacher installation side of the business. We have been installing bleachers successfully for over 10 years. With this new generation of leadership, the Southern Flooring tradition of excellence and innovation continues. Southern Flooring has 8 full time office employees in their Greenville, SC office and, numerous subcontractors throughout the states that we service.

### Mack Gaston Schedule

Day	Work Performed
1	Demo existing flooring
2	Demo existing flooring
3	Demo existing flooring
4	Demo existing flooring
5	Demo existing flooring
6	Unload and install new subfloor
7	install subfloor up to bleachers
8	install subfloor up to bleachers
9	install subfloor up to bleachers
10	install subfloor up to bleachers
11	Install maple up to bleachers
12	Install maple up to bleachers
13	Install maple up to bleachers
14	Install maple up to bleachers
15	Install maple up to bleachers
16	Move bleachers onto new floor. Demo floor behind
17	Move bleachers onto new floor. Demo floor behind
18	install subfloor and hardwood behind bleachers
19	install subfloor and hardwood behind bleachers
20	sand, seal and finish bleacher stack.
21	sand, seal and finish bleacher stack.
22	sand, seal and finish bleacher stack.
23	reattach bleachers
24	sand remainder of floor
25	sand remainder of floor
26	sand remainder of floor
27	sand remainder of floor, apply seal coat
28	Apply second seal coat
29	paint gamelines and logos
30	paint gamelines and logos
31	paint gamelines and logos
32	apply finish coats
33	apply finish coats
34	install base and thresholds

The Contractor proposes and agrees to commence actual construction (i.e., physical work) on site with adequate management, labor, materials and equipment within ten (10) days after receipt of Notice to Proceed and prosecute the Work diligently and faithfully to completion within the required Contract Time. Prior to commencing such Work, and prior to the issuance of the Notice to Proceed, Contractor shall furnish to the City duly executed Payment and Performance Bonds complying with all requirements of the Contract Documents along with Certificates of insurance

**PROPOSAL FORM**  
**EXHIBIT "A"**

NAME OF PROJECT: Mack Gaston Community Center Gym Floor Replacement

NAME OF OWNER: THE CITY OF DALTON, GEORGIA

NAME OF PROPOSED CONTRACTOR: Southern Flooring Inc (The "Contractor") THE CITY OF DALTON (the "City"), pursuant to the provisions of O.C.G.A. § 36-91-1, et. seq., herein seeks competitive Proposals from Contractors for the construction of the: "Mack Gaston Community Center Gym Floor Replacement" at 218 N. Fredrick St, Dalton, GA, 30721. This Proposal is submitted in response to the City's Request for Proposals dated February 15, 2024.

This Proposal is for the full and complete construction of the Project in conformity with all requirements of the RFP. The submission of this Proposal constitutes a representation by the Contractor that it has carefully read the "Instructions to Proposers".

Contractor submits herewith its duly executed affidavit in accordance with the applicable Federal work authorization program. Contractor acknowledges that upon execution of any contract with the City, said affidavit shall be deemed a public record to the extent provided by Georgia law. The Contractor further acknowledges that the Contract Documents provide no incentive provisions for early Completion of the Work.

**A. Base Proposal**

The Contractor proposes to properly renovate the infield of each field to meet safety standards in conformity with all requirements of the RFP and furnish all necessary labor, material and equipment for such construction, and, furthermore, to fully, completely, and strictly perform all obligations of the Contractor as set forth in the Contract Documents. As allowed by the Local Government Public Works Construction law, the City may offer a period for discussions, negotiations, and revisions to proposals after they are submitted for the purpose of obtaining the best and final offers. Said lump sum contract price is allocated, in its entirety, to the following elements of the work:  
One hundred and thirty five thousand seven hundred and seventy dollars.

Attached hereto, and incorporated herein as part of this Proposal, Contractor submits the contractor's qualifications and proposed bunker renovations. Contractor acknowledges that the City may rely upon the truthfulness and accuracy of the responses set forth therein. In addition, Contractor has submitted herewith as part of this Proposal such documentation and information as the Contractor deems appropriate to establish that it is a responsible and responsive Contractor and that its Proposal is the most advantageous to the City, taking into consideration the specific evaluation factors, listed in order of relative importance, as set forth in the above-referenced Request for Proposals.

The Contractor proposes and agrees to commence actual construction (i.e., physical work) on site with adequate management, labor, materials and equipment within ten (10) days after receipt of Notice to Proceed and prosecute the Work diligently and faithfully to completion within the required Contract Time. Prior to commencing such Work, and prior to the issuance of the Notice to Proceed, Contractor shall furnish to the City duly executed Payment and Performance Bonds complying with all requirements of the Contract Documents along with Certificates of Insurance

demonstrating that all required coverages are in place.

Contractor submits herewith its executed Bid Bond in accordance with the requirements of the City as set forth in the Instruction to Proposers.

Contractor herein acknowledges that this Proposal shall constitute an offer by Contractor to contract with the City for construction of the Project in conformity with all requirements of the Contract Documents for the contract price as set forth hereinabove. Said offer by Contractor is irrevocable and subject to acceptance by the City until the expiration of sixty (60) days following the date set forth in the Request for Proposals for receipt of Proposals by the City.

[CONTRACTOR]

By: [Signature] [SEAL]

Witness: [Signature] [SEAL]

Sworn and subscribed to before me this 7 day of March, 2024.

NOTARY PUBLIC: [Signature]

Commission Expirations: 7/7/27

HELEN T. LORENZEN  
NOTARY PUBLIC  
SOUTH CAROLINA  
MY COMMISSION EXPIRES 07-07-27

### Georgia Indemnity Agreement

The undersigned applicant and indemnitors hereby request Palmetto Surety Corporation (the "Company") to become surety for the above bond. The undersigned hereby certify the truth of all statements in the application; authorize the Company to verify the information and to obtain additional information from any source, including obtaining a credit report at the time of application. In any review or renewal, at the time of any potential or actual claim, or for any other legitimate purposes as determined by the Company in its reasonable discretion, and jointly and severally agree:

- 1) To pay the usual premiums, including renewal premiums, to the Company or its agents, when due.
- 2) **To completely INDEMNIFY the Company from and against any liability, loss, cost, attorney's fees and expenses whatsoever which the Company shall at any time sustain and surety or by reason of having been surety on the bond or any other bond issued for applicant, or for the enforcement of this agreement, or in obtaining a release or evidence of termination under such bonds; regardless of whether such liability, loss, costs, damages, attorney's fees and expenses are caused, or alleged to be caused, by the negligence of the company.**
- 3) To furnish the Company with satisfactory and conclusive termination evidence that there is no further liability on this bond or any other bond issued for applicant.
- 4) Upon demand by the Company for any reason whatsoever, to deposit current funds with the Company in an amount sufficient to satisfy any claim against the Company by reason of such suretyship.
- 5) That the Company shall have the right to handle or settle any claim or suit in good faith. An itemized statement of loss and expense incurred by the Company, sworn to by an officer of the company, shall be prima facie evidence of the fact and extent of the liability of the undersigned to the company.
- 6) That the Company may decline to become surety on any bond and may cancel or amend any bond without cause and without any liability which might arise therefrom.
- 7) That the Company shall, without notice, have the right to alter the penalty, terms and conditions of any bond issued for undersigned, and this agreement shall apply to any such altered bond.
- 8) That if a contract or performance bond is issued hereunder, the undersigned hereby assign to the Company any monies now due or hereafter becoming due under the contract, including all deferred payments and retained percentage, supplies, tools, plants, equipment and materials due or used on the contract.
- 9) At the company's discretion, this indemnity agreement shall be governed in all respects by the laws of the State of Georgia and the undersigned applicant and indemnitors consent to the jurisdiction of the courts of the State of Georgia and the United States District Court in all actions or proceedings arising from or relating to this indemnity agreement.
- 10) That this indemnity may be cancelled as to subsequent liability by an Indemnitor upon written notice to the Company at 75 Port City Landing, Suite 130, Mt. Pleasant, SC effective ten (10) days after the earliest date hereafter upon which the Company could have cancelled all bonds in force for applicant.
- 11) In the event of any payment by the company, to pay the Company interest on each amount at the highest legal rate from the date such payments are made.
- 12) No suit, action or proceeding by reason of any default shall be brought on this bond after one (1) year from the final date of completion of the work done by the principle \_\_\_\_\_ Southern Flooring, Inc. \_\_\_\_\_.

By clicking agreed you acknowledge acceptance of such conditions and agree to all terms. Any claims filed against this bond will be held liable by you in order to make the surety as a whole to the default of your action. By the display of your name as Indemnitor by electronic display you so agree to all terms and obligations.

Applicant **MUST** sign this indemnity agreement.

Electronically signed this seventh day of March, 2024





**PALMETTO SURETY**  
CORPORATION

75 Port City Landing, Suite 130  
MT. Pleasant, SC 29464

Tel: (866) 372-0827  
Fax: (843) 971-5419  
<https://palmettosurety.com>

## Privacy Policy

Palmetto Surety Corporation will safeguard the confidentiality and security of the information we obtain from you. This notice describes our privacy policy as it relates to the collection, protection and disclosure of such information resulting from credit card transactions only.

### Collection of Information

Palmetto Surety Corporation will collect and use information obtained from credit card transactions only for business purposes. These business purposes include the payment of insurance premium, build up fund payments, and various other fees.

### Protecting Your Credit Card Information

The credit card information provided by you to Palmetto Surety Corporation will be stored in a confidential manner. Our employees may access such information only when there is an appropriate business reason to do so, such as when a refund must be issued back to the credit card. We maintain physical, electronic and procedural safeguards to protect your information, and our employees are required to follow these privacy standards.

### Disclosure of Your Information

Palmetto Surety Corporation does not disclose any nonpublic information (such as credit card number and their expiration dates) about our applicants, agents, or former agents to anyone, except as required by law. Information may also be disclosed for audit purposes, to regulatory agencies or for other general administrative services. We do not disclose information about you to other entities who may want to sell their products to you.



PALMETTO SURETY CORPORATION

Bond Number: PS1-20198

**GEORGIA BID BOND**

A. ALL OFFERERS WHO PROVIDE A SUBMISSION FOR THIS SOLICITATION ACKNOWLEDGE, that we, the undersigned Southern Flooring, Inc. as Principal and Palmetto Surety Corporation as Surety, are hereby held and firmly bound unto The City of Dalton, Georgia in the penal sum of Seven Thousand Nine Hundred and Seventy-Three Dollars and Zero Cents Dollars (\$ 7,973.00 ) lawful money of the United States for the payment of which will and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this 7th day of March, 2024.

B. 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 of hereof, to enter into a contract in writing for the (insert type of work) Mack Gaston Comm Ctr Gym Floor Replacement.

C. NOW THEREFORE:

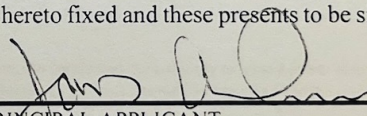
If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Agreement required by the Bid Documents and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all respects perform the agreement created by the acceptance of said bid.

D. If said bid shall be rejected, or in the alternate 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.

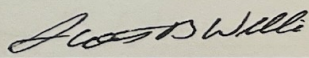
E. THE SURETY for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by and extension of the time when the "OBLIGEE" may accept such bid. And said Surety does hereby waive notice of any such extension. No suit, action or proceeding by reason of any default shall be brought on this bond if the bid is rejected or if it is pass the bond expiration date.

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

(SEAL)

  
\_\_\_\_\_  
PRINCIPAL APPLICANT

**PALMETTO SURETY CORPORATION**  
\_\_\_\_\_  
SURETY

  
\_\_\_\_\_  
BY: Scott B Willis, Attorney-In-Fact

(SEAL)



DATE AND ATTACHED TO ORIGINAL BOND  
PALMETTO SURETY CORPORATION INSURANCE COMPANY  
MT. PLEASANT, SOUTH CAROLINA  
POWER OF ATTORNEY

Surety Instruction Page

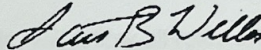
BOND NO. PS1-20198

KNOW ALL MEN BY THESE PRESENTS: That PALMETTO SURETY CORPORATION AT MT. PLEASANT, SOUTH CAROLINA, a South Carolina Corporation, having its principal office at Mt. Pleasant, County of Charleston, State of South Carolina, adopted the following Resolution by the directors of the company on February 10, 2003 to wit:

"RESOLVED, that the Chief Executive Officer or appointee of the company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the company, and attach the seal of the company thereto, bonds and undertaking, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of company imprinted on such powers of attorney shall be as binding upon said companies, as fully and amply, to all intents and purposes.

Its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, and all bonds and undertaking, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the Palmetto Surety Corporation Insurance Company at Mt. Pleasant, South Carolina as fully amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the PALMETTO SURETY CORPORATION INSURANCE COMPANY AT MT. PLEASANT, SOUTH CAROLINA, has caused this to be signed by its authorized officer this 2nd day of January, 2023.



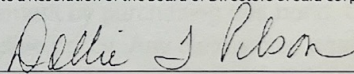
Scott B. Willis, Chief Executive Officer



South Carolina  
County of Charleston

On this 2nd day of January, 2023 before me personally came Scott B. Willis, to me know, who being duly sworn, did depose and say that they are Scott B. Willis, Chief Executive Officer of Palmetto Surety Corporation, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.

DOLLIE T. PILSON  
Notary Public, State of South Carolina  
My Commission Expires March 1st, 2033

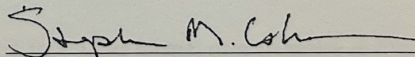


Dollie Pilson, Notary Public

State of South Carolina  
County of Charleston

I, the Chairman of the Board of Palmetto Surety Corporation, do hereby certify that the authority to issue a power of attorney as approved by the Board of Directors resolution shall remain in full force and effect as written and has not been revoked and the resolution as set forth are now in force.

Signed and sealed at Mt. Pleasant, South Carolina. Dated this 7th day of March, 2024



Not valid if IBond Verified seal and Bond Number not in Color



# PALMETTO SURETY CORPORATION

75 Port City Landing, Suite 130  
MT. Pleasant, SC 29464

Tel: (866) 372-0827

Fax: (843) 971-5419

<https://palmettosurety.com>

## Surety Instruction Page

### **NOTE: All Forms Must Be Printed In Color To Be Valid**

This page will provide information to explain the bond forms you have just printed out. There are three very important forms you must understand.

#### **The Power of Attorney**

This document represents Palmetto Surety Corporation as an approved Insurance Carrier in the state of the bond purchased. This document must be provided to the party requesting the bond along with the surety bond form.

#### **Surety Bond Form**

This document represents you, as the principle, will follow all rules and guidelines. This form provides all parties involved to this agreement. This document also must be provided to the party requesting the bond along with the Power of Attorney.

#### **Indemnity Agreement**

This form represents your obligation to the surety and actions taken by the surety if a claim is issued for your actions. You have accepted this agreement by purchasing this bond. Once submitted to the Obligee this bond is considered an active policy. Any claims filed against this bond will be held liable by you to make the surety as a whole to the default of your action.

#### **Complete the Following:**

**Most Surety Bond Forms will require a signature in the principle section. In some cases certain surety bond forms will also require a notary to your signature. Please review this form in its entirety to make sure all information is correct.**

If you should have any problems submitting the following forms, or a mistake is made on one of the forms, please contact Palmetto Surety Corporation at **866-372-0827**.

We would like to thank you for choosing Palmetto Surety Corporation as your Surety Bond provider. You will receive an electronic notice for your bond renewal. We hope our services meet your expectations.

STATE OF GEORGIA  
WHITFIELD COUNTY  
CITY OF DALTON

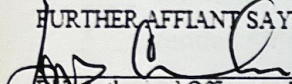
VENDOR AFFIDAVIT AND AGREEMENT (E-Verify)

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.

	<u>3-7-24</u>	<u>6-26-18</u>
BY Authorized Officer or Agent	Date	Authorization Date for EEV Program
<u>Southern Flooring Inc</u>		<u>244156</u>
Contractor Name		Employment Eligibility (EEV) #

Sr. Project Manager  
Title of Authorized Officer or Agent of Contractor

Patrick Counihan

Printed Name of Authorized Officer or

Agent Sworn to and subscribed before me

This 7 day of March, 2024

Heleen Lorenzen  
Notary Public

My Commission Expires: 7/7/27

\*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.

HELEN T. LORENZEN  
NOTARY PUBLIC  
SOUTH CAROLINA  
MY COMMISSION EXPIRES 07-07-27

### Checklist for Bid Documents

Failure to include all required documents will result in proposal being removed for consideration for award.

- Solicitation Form (Page 1 of this Document)
- Checklist for Documents/Addenda Acknowledgement (this page)
- Description of Contractor and provided services
- Project Time Line
- Price Proposal Sheet
- References of Past Similar Jobs
- Completed forms -
  - Proposal Form
  - Bid Bonds Forms
  - Vendor Affidavit and Agreement
- Completed City Vendor Packet <https://www.daltonga.gov/finance/page/vendor-packets>

### Addenda Acknowledgement

Failure to acknowledge any addenda will result in a non-responsive bid.

The vendor has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. 1 Dated: 3-6-24  
Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

This affirms that all documents are included with the bidders bid package.

Company's Name: Southern Flooring Inc Date: 3-7-24

Authorized Representative's Name: Patrick Counihan

Authorized Representative's Signature: Patrick Counihan

<b>RED GYM</b>	
<b>Updated Price Proposal Sheet: Scope of Work: flooring system approximately 7,800 sq ft</b>	
<b>System Specifications:</b>	<b>Costs</b>
<ul style="list-style-type: none"> <li>• System comprises 12mm resilient pads, plywood sleepers, a layer of 15/32" thick, 4' X 8' CDX rated sheathing, and steel anchors placed over a 6-mil polyethylene moisture barrier</li> </ul>	35,173
<ul style="list-style-type: none"> <li>• Flooring material:</li> </ul>	31,760
<ul style="list-style-type: none"> <li>○ Thickness: 25/32"</li> </ul>	
<ul style="list-style-type: none"> <li>○ Widths: 2 ¼"</li> </ul>	
<ul style="list-style-type: none"> <li>○ Species: 2<sup>nd</sup> and better grade maple</li> </ul>	
<ul style="list-style-type: none"> <li>• Installation Method: Nail</li> </ul>	25,550
<b>Post installation requirements:</b>	
<ul style="list-style-type: none"> <li>• Sanding and screening to eliminate sander marks.</li> </ul>	17,654
<ul style="list-style-type: none"> <li>• Seal with two coats of high-performance sealer designed for use on hardwood floors.</li> </ul>	2333
<ul style="list-style-type: none"> <li>• Use specific product designed for marking game lines on sports floors, particularly on gymnasium or sports facility hardwood surfaces.</li> </ul>	2100
<ul style="list-style-type: none"> <li>○ Paint Package/Line Package to include:</li> </ul>	
<ul style="list-style-type: none"> <li>▪ (1) Main Basketball Game Lines</li> </ul>	1000
<ul style="list-style-type: none"> <li>▪ (2) Cross Court Basketball Game Lines</li> </ul>	2000
<ul style="list-style-type: none"> <li>▪ (1) Main Volleyball Game Lines</li> </ul>	800
<ul style="list-style-type: none"> <li>▪ 15' Multicolored Center Logo – must clarify if company is pricing based on painted logo or vinyl logo.</li> </ul>	5500 Painted
<ul style="list-style-type: none"> <li>▪ Solid Painted Border</li> </ul>	2000
<ul style="list-style-type: none"> <li>• Three coats of WATER-based gym floor finish will be applied to ensure the durability and longevity of the entire court surface</li> </ul>	2500
<ul style="list-style-type: none"> <li>• Re-install a 4"x3" black vent cove base at the perimeter of the gymnasium floor and aluminum thresholds at gym door</li> </ul>	2900
<ul style="list-style-type: none"> <li>• Contract will be required to detach, move and reattach the existing (2) bleacher sets to accommodate the replacement under these areas.</li> </ul>	3000
<ul style="list-style-type: none"> <li>• Install two new volleyball lids into the floor</li> </ul>	1300
<ul style="list-style-type: none"> <li>• Route and reinstall the existing square electrical box</li> </ul>	200
<b>Project Total</b>	<b>\$135,770</b>

The city has chosen to incorporate an additional option into the project scope. There are two gyms situated on the project site, with the Red Gym being the one originally specified in the initial Request for Proposal (RFP). The city is seeking price proposals for the sanding, re-painting of lines, and sealing of the Red Gym. Please refer to the second price proposal sheet for the Green Gym, located on page 15 of the RFP document.

GREEN GYM	
Add. Alternate: 2 <sup>nd</sup> Gym – Green Gym - Scope of Work: flooring system approximately 7,800 sq ft	
System Specifications: The current floor system is listed on page 6 of this document. It is the same system as the Red Gym.	Costs
Post installation requirements:	
• Sanding and screening to eliminate sander marks.	6000
• Seal with two coats of high-performance sealer designed for use on hardwood floors.	1200
• Use specific product designed for marking game lines on sports floors, particularly on gymnasium or sports facility hardwood surfaces.	1200
○ Paint Package/Line Package to include:	
▪ (1) Main Basketball Game Lines	1000
▪ (2) Cross Court Basketball Game Lines	2000
▪ (3) Cross Court Pickleball Court Game Lines	1500
▪ (1) Main Volleyball Game Lines	800
▪ 15' Multicolored Center Logo – must clarify if company is pricing based on painted logo or vinyl logo.	4790 Painted
▪ Solid Painted Border - Green	1800
• Three coats of WATER-based gym floor finish will be applied to ensure the durability and longevity of the entire court surface	2100
• Re-install a 4"x3" black vent cove base at the perimeter of the gymnasium floor and aluminum thresholds at gym door	na
• Contract will be required to detach, move and reattach the existing (2) bleacher sets to accommodate the replacement under these areas.	na
• Install two new volleyball lids into the floor	1300
• Route and reinstall the existing square electrical box	na
<b>Project Total</b>	<b>23,690.00</b>



## REFERENCES

Must list references of three similar projects and site contact information

### Project #1

Course Name: USC Aiken

Address: 471 university Pkwy

City: Aiken State: SC Zip Code: 29801

Contact Person: Brian Enter

Phone number: 803-641-3254

Date of Installation: 6/1/22

### Project #2

Course Name: Aiken H.S.

Address: 449 rutland dr

City: Aiken State: SC Zip Code: 29801

Contact Person: Ryan Reynolds

Phone number: 803-641-1401

Date of Installation: 7/1/22

### Project #3

Course Name: Loretto H.S.

Address: 525 2nd ave S

City: Loretto State: TN Zip Code: 38469

Contact Person: Billy Hill

Phone number: 731-784-2461

Date of Installation: 7/1/23

FINANCE DEPARTMENT  
P.O. BOX 1205  
DALTON, GEORGIA 30722  
PHONE: (706) 278-6006  
FAX: (706) 277-4640



FOR CITY USE ONLY

<input type="checkbox"/> Initial Application	<input type="checkbox"/> Revision	
Vendor ID		
Month	Day	Year
Initial Below when complete Packet Completion verified _____		

### VENDOR APPLICATION

Contract Number 610-2024-01

Project Name Mack Gaston C.C. gym replacement

Company/Individual Name: Southern Flooring Inc

Doing Business As: Southern Flooring Inc

Physical Address: 6820 Augusta Rd

City: Greenville State: SC Zip Code: 29605

Remittance Address for payments: 6820 Augusta Rd

City: Greenville State: SC Zip Code: 29605

Principal line of business, please briefly describe any services or products provided: supply and  
Install gym flooring and bleachers

Phone Number: 864-277-8238 Fax Number: \_\_\_\_\_

E-Mail Address: patrickc@southernfloor.com

Vendor Contact/Representative: patrick Counihan

Organized as:  Individual  Partnership  Corporation Date: \_\_\_\_\_ State: SC

Federal Tax ID Number (if company): 5 7 0 6 6 6 1 5

Social Security Number (if individual): \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

DUNS Number: 0 6 2 6 9 5 5 5 6

Special Status:  DBE-Disadvantaged Business Enterprises (Please submit copy of certificate)  
 MBE-Minority Owned (Please submit copy of certificate)  
 WBE-Women Business Enterprises (Please submit copy of certificate)

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://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. <div style="text-align: center; font-size: 1.2em; font-family: cursive;">Southern Flooring, Inc</div>			
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.			4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
<input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> 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 <b>not</b> 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.  <input type="checkbox"/> Other (see instructions) ▶ _____	<input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>		Exemption from FATCA reporting code (if any) _____
5 Address (number, street, and apt. or suite no.) See instructions. <div style="font-size: 1.2em; font-family: cursive;">6820 Augusta Rd</div>			Requester's name and address (optional)
6 City, state, and ZIP code <div style="font-size: 1.2em; font-family: cursive;">Greenville, SC 29605</div>			
7 List account number(s) here (optional)			

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on 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	
<div style="border: 1px solid black; padding: 5px; font-size: 1.5em; font-family: cursive;">57-0666615</div>	
or	
Employer identification number	
<div style="border: 1px solid black; padding: 5px; font-size: 1.5em; font-family: cursive;">57-0666615</div>	

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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.

<b>Sign Here</b>	Signature of U.S. person ▶ <div style="font-size: 1.5em; font-family: cursive;">Helen Knean</div>	Date ▶ <div style="font-size: 1.5em; font-family: cursive;">5/22/23</div>
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## 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](http://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.*

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.

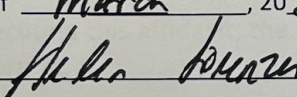
FURTHER AFFIANT SAYETH NOT.

  
\_\_\_\_\_  
BY: Authorized Officer or Agent  
Southern Flooring  
\_\_\_\_\_  
Contractor Name

3-7-24  
Date

6-26-18  
\_\_\_\_\_  
Authorization Date for EEV Program  
244156  
\_\_\_\_\_  
Employment Eligibility (EEV) #

Sr. Project Manager  
\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor  
Patrick Counihan  
\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me  
This 7 day of March, 2024  
  
\_\_\_\_\_  
Notary Public

My Commission Expires: 7/7/27.

\*MUST BE NOTARIZED

HELEN T. LORENZEN  
NOTARY PUBLIC  
SOUTH CAROLINA  
MY COMMISSION EXPIRES 07-07-27

\*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.

WORKERS' COMPENSATION INSURANCE AFFIDAVIT

Vendor/Contractor Name: Southern Flooring Inc Vendor Number:
Address: 6820 Augusta Rd, Greenville SC 29605
Contact: Patrick Counihan Phone No.: 864-277-8238

Vendor/Contractor is: (check the appropriate box)

- 1. [x] 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: SCHB Self Insured fund

Workers Compensation Insurance Policy No. 100-2023-0007935

Expiration Date 1-16-25

If self-insured, SBWC ID#

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

Sworn to this 7 day of March 20 24

Subscribed and sworn before me,
on this 7th day of March, 20 24.

Signature: [Handwritten Signature]
Name: James Couvris
Title: President

[Handwritten Signature]
Notary Public

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

HELENT LORENZEN
NOTARY PUBLIC
SOUTH CAROLINA
MY COMMISSION EXPIRES 07-07-27

STATE OF GEORGIA  
WHITFIELD COUNTY  
CITY OF DALTON

Information Security Affidavit

I understand that as a vendor with the City of Dalton, there is a possibility that the employee of Southern Flooring Inc (vendor) may be exposed to confidential information including, but not limited to social security numbers, credit card numbers, checking account information, and/or personal health information of customers or employees.

In consideration of the active vendor status with the City of Dalton, and as an integral part of the terms and conditions of the continued active status, I hereby pledge as a representative of my company to safeguard the integrity of this information and agree that Southern Flooring Inc (vendor) will not at any time disclose any information to any person(s) within or outside the City of Dalton except as may be required in the performance of the duties my company has been hired for.

Southern Flooring Inc (vendor) will not reproduce any confidential information or take any confidential information outside the office without authorization from the City.

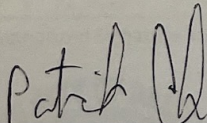
Southern Flooring Inc (vendor) also agrees to notify the City if any of its employees witness another individual divulging such confidential information for any purpose other than the performance of his/her duties.

Any vendor in violation of any part of this policy will be subject to vendor status termination, up to and including any necessary legal action.

---

Southern Flooring Inc  
Vendor Name (Please Print)

3-7-24  
Date



Vendor Signature

FOR CITY USE ONLY

Vendor #: \_\_\_\_\_  
Setup Date: \_\_\_\_\_  
Initials: \_\_\_\_\_

# City of Dalton ACH Payment Approval Form

Dear City of Dalton Vendor or Contractor:

The City of Dalton has a program that allows vendors the option of receiving payments for goods and/or services by electronic funds transfers (EFT) through the Automated Clearing House Network (ACH) in the NACHA CCD Format. If the City of Dalton sets you up for EFT processing, payments will be deposited directly to your account, as opposed to mailing you a check. If you give us your e-mail address, a payment notice will be sent out each time an ACH transfer is executed. We anticipate that this alternate method payment will introduce collection/payment efficiencies for both your institution and ours.

This form is a request for you to authorize us to pay by EFT. By completing this form and providing an authorized signature, you (1) authorize the City of Dalton to make payments for goods and/or services by EFT, (2) certify that your company has selected the designated depository financial institution, and (3) direct that all such electronic funds transfers be made as provided below. If you have questions about this form, please contact the Finance Department at 706-278-6006.

Depository Institution Name: <u>Truist</u>			
Depository Institution Address: <u>2 W. Washington St Greenville SC 29601</u>			
Routing Number: <u>053201607</u>	Account Number: <u>0005221146826</u>	Checking <input checked="" type="checkbox"/>	Savings <input type="checkbox"/>
E-mail address for Payment Notification: <u>HelenL@SouthernFloor.com</u>			

The below named company acknowledges and agrees that the terms and conditions of all agreements with the City of Dalton concerning the method of payment for goods and/or services shall be amended to allow for ACH payments as described above.

The below named company will give thirty (30) days written notice to the City of Dalton of any changes in depository financial institution or other payment instructions. When properly executed, this Authorization will become effective fifteen (15) days after its receipt by the City of Dalton.

Company Name: <u>Southern Flooring Inc</u>	Contact Person Name: <u>Patrick Carrigan</u>
Contact Person Phone Number: <u>864-277-8238</u>	Contact Person E-mail Address: <u>PatrickC@SouthernFloor.com</u>

X Patrick Carrigan  
Authorized Signature and Title

3-1-24  
Date



Please return completed form to Attn: Accounts Payable at the address below or by fax to (706) 277-4640.

City of Dalton  
Attn: Accounts Payable  
P.O. Box 1205  
Dalton, GA 30722-1205



## CITY COUNCIL AGENDA REQUEST

<b>Meeting Type:</b>	Mayor & Council Meeting
<b>Meeting Date:</b>	May 6, 2024
<b>Agenda Item:</b>	General Professional Service Agreement with Prime Engineer, Inc.
<b>Department:</b>	Recreation
<b>Requested By:</b>	Caitlin Sharpe
<b>Reviewed/Approved by City Attorney?</b>	Yes
<b>Cost:</b>	\$168,000
<b>Funding Source if Not in Budget</b>	2020 Bond Proceeds

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

We're seeking approval of this agreement with Prime Engineering, Inc.'s to provide Design Services for the upcoming Pickleball Complex project. The complex will feature a concession/restroom building alongside a pavilion and 15 pickleball courts, six of which will be equipped with shaded seating areas. After a thorough site analysis, Prime Engineering, Inc. recommended James Brown Complex - Ave C as the optimal location, a decision supported by the committee. Our next phase involves engaging Prime Engineering for Design Services. With their familiarity with the project, site, and the city, we're confident they'll provide the professional services needed for project design, bidding, and construction support.



**CITY OF DALTON  
ADMINISTRATION**

**GENERAL PROFESSIONAL SERVICES AGREEMENT**

THIS GENERAL PROFESSIONAL SERVICES AGREEMENT is made and entered into on this 6th day of May, 2024 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Prime Engineering Inc., hereinafter referred to as "CONSULTANT".

WHEREAS, the CITY desires to engage the CONSULTANT to provide professional services; and,

WHEREAS, the CITY finds that the proposed Scope of Services and terms of this Contract are acceptable; and,

WHEREAS, the CONSULTANT desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth,

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

1. EMPLOYMENT OF CONSULTANT: The CITY hereby engages the CONSULTANT and the CONSULTANT hereby agrees to perform the professional services hereinafter set forth.
  
2. PROJECT/SCOPE OF SERVICES: The CONSULTANT shall complete the project and perform the scope of services specified in the CITY's Request for Proposal which is included herein by reference and the specifications provided in the CONSULTANT's proposal attached hereto as Exhibit "A".
  
3. ADDITIONAL SERVICES: The CONSULTANT shall provide additional services, not specifically provided for in Exhibit "A", upon written request and authorization by the CITY.
  
4. DATE OF COMMENCEMENT: The CONSULTANT shall commence work on the project on May 6th, 2024. If no date is provided, then the date of commencement shall be five days from execution of this Agreement.
  
5. DATE OF COMPLETION: The CONSULTANT shall complete the project on or before February 1, 2025.

6. CONTRACT SUM: The CITY shall pay to CONSULTANT the total sum of \$168,000 Dollars for the complete performance of the project and terms of this Agreement. In addition, CITY shall pay to CONSULTANT for any authorized additional services performed at the rate or amount provided in the Compensation Schedule attached hereto as Exhibit "B".

7. CONTRACT PENALTY: The CONSULTANT 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 CONSULTANT upon complete performance of the project and terms of this Agreement. CONSULTANT shall provide to CITY an Affidavit from the CONSULTANT stating the CONSULTANT 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 CONSULTANT. Payment(s) shall be made via electronic funds transfer (EFT).

9. CITY COVENANTS: CITY covenants and agrees:

(a) to provide all available information, data, reports, records and maps to which CITY has possession or control which are necessary for CONSULTANT to perform the scope of services provided for herein;

(b) to provide reasonable assistance and cooperation to CONSULTANT in obtaining any information or documentation which are necessary for CONSULTANT 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;

(d) to permit access to the subject public property and obtain permission to access necessary private property for CONSULTANT to complete the scope of services;

(e) to provide reasonable assistance to CONSULTANT in applying for and obtaining any necessary Federal, State or local government permits for the scope of services;

10. CONSULTANT COVENANTS: CONSULTANT covenants and agrees:

(a) to perform the scope of services in a professional manner, using that degree of care and skill ordinarily exercised by consultants practicing in the same or similar field;

- (b) to use only employees and subcontractors qualified to complete the work with sufficient experience in same or substantially similar projects;
- (c) to use only properly licensed employees or subcontractors for any work requiring a specialty or professional license issued by the State of Georgia;
- (d) to designate a representative authorized to act on the CONSULTANT's behalf with respect to the project.
- (e) to use the subject property in a safe, careful and lawful manner;
- (f) to promptly report within (3) days 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 CONSULTANT's ability to complete the scope of services or other terms of this Agreement;
- (g) to promptly report within (3) days 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 CONSULTANT, 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 CONSULTANT upon completion of the project;
- (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 CONSULTANT'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.

11. INDEMNITY: CONSULTANT shall indemnify CITY from and hold CITY

harmless against all damage or loss resulting from CONSULTANT'S use and occupancy of the subject property or from negligence, including errors or omissions with respect to the performance of the professional services of CONSULTANT, its employees, agents, subcontractors, or invitees. This indemnity shall not be applicable when such damage or loss is 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, CONSULTANT agrees that all personal property that may be at any time at the subject property shall be at CONSULTANT's sole risk or at the risk of those claiming through CONSULTANT and that CITY shall not be liable for any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of CITY.

12. INSURANCE: CONSULTANT 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 or as provided herein below, whichever is greater. CONSULTANT shall provide CITY with copies or evidence of such insurance coverage on or before the commencement date of the Agreement. Such insurance policies in subsections (a), (b), and (c) below 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.

CONSULTANT 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 minimum of \$1,000,000.00 limit 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) Professional Services Errors & Omissions Coverage – Professional Services E&O

policy with a minimum of \$1,000,000.00 per claim.

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

15. SUBCONTRACTOR: The CONSULTANT shall provide written notice to CITY of CONSULTANT'S intent to use a subcontractor for any portion of the project. CITY shall be entitled to reject any subcontractor it deems not qualified to complete the project in the CITY's sole discretion. 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, nor 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  
P.O. Box 1205  
Dalton, GA 30722-1205

Such notice to CONSULTANT shall be mailed to: Prime Engineering Incorporated  
3715 Northside Parkway, NW  
Building 300, Suite 200  
Atlanta, GA 30327

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

18. CONTRACT DOCUMENTS: The Agreement shall include the advertisement for Request for Proposal 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 CONSULTANT'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 CONSULTANT 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 CONSULTANT. Any changes to the material terms of any document shall be clearly identified and noted to CITY.

19. VENDOR: CONSULTANT 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 during the term of this Agreement.

20. TERMINATION OF CONTRACT: In the event that CONSULTANT defaults or neglects to perform work on the project in accordance with the terms of this Agreement, CITY may provide written notice of such default or deficiency to CONTRACTOR and CONTRACTOR shall have ten (10) days to correct said default or deficiency. In the event such default or deficiency is not corrected in ten (10) days, CITY may terminate this Agreement immediately upon written notice to CONTRACTOR.

21. 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. CONSULTANT 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. However, nothing in this clause shall constitute a warranty by Consultant.

- (g) Attorney Fees. In the event the CITY must enforce the terms of this Agreement by filing a civil action against CONSULTANT, then CONSULTANT shall pay an amount equal to fifteen percent (15%) of the contract sum as attorney fees in the event the CITY is the prevailing party.
- (h) Confidentiality. All information and documentation regarding the project and the CONSULTANT's services shall be maintained in confidence and shall not be disclosed to any third party by CONSULTANT, without CITY's written authorization, except as may be required by the Georgia Open Records Act. CONSULTANT 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 CONSULTANT 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.

CONSULTANT:

CONSULTANT:  
Prime Engineering, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

CITY:

CITY OF DALTON, GEORGIA

By: \_\_\_\_\_  
MAYOR

Attest: \_\_\_\_\_  
CITY CLERK

# EXHIBIT A



May 1, 2024

Andrew Parker, P.E. City Administrator City of Dalton  
300 W. Waugh St Dalton, GA 30722  
[aparker@daltonga.gov](mailto:aparker@daltonga.gov) 706-529-2404

Re: Design Services Proposal  
Dalton Civic Park – Pickleball Complex 904 Civic Dr, Dalton, GA 30721

Mr. Parker:

As requested, Prime Engineering, Inc. is pleased to submit this Design Services proposal for the referenced facility. Under the terms of this proposal, Prime Engineering will provide professional services necessary to accomplish project scope items indicated herein.

## Project Understanding

We understand the development will consist of full design services for a new recreational facility consisting of fifteen (15) pickleball courts and a restroom/concessions building as shown in the conceptual site layout. The new facility will be located at the existing Dalton Civic Park, parcel number 12-180-04-000. The property consists of +/- 34.70 acres of land with existing recreation facilities however, based on the conceptual site layout, the proposed development is anticipated to disturb +/-2.25 acres. The work included in this proposal consists of Architecture, Civil Engineering, Landscape Architecture, MEP for the building, site and court lighting, bid assistance, permitting and construction administration.

## Project Scope

This proposal is based on providing Construction Documents for the following project components:

1. Concession/Restroom building pavilion:
  - 1,400 SF interior
  - 1,700 SF covered seating area
  - Conceptual design verification. Plans and Elevations utilized with “Sketch Up” style rendering.
  - Architectural, structural, and MEP services as required for building design
2. Fifteen (15) Pickleball Courts:
  - As shown in the concept drawing
  - Coordination with vendor for six (6) courts being covered with fabric type structure

[www.prime-eng.com](http://www.prime-eng.com)  
(404) 425-7100



- Coordination with sports court specialist
  - Court lighting
  - Court design/equipment/fencing
3. Site Development Design:
- Water and sewer utilities to service the new building
  - Grading and Drainage to comply with local and state stormwater regulations
  - Pedestrian sidewalks within the project site area
  - Landscaping as per City of Dalton ordinances
  - Irrigation system
  - Observation shade structures with benches
  - Estimated limits of site development as shown below:



### Project Scope Clarifications

The following provides clarification to the Scope of Services:

1. Topographical survey, utility location service, environmental delineations and geotechnical investigation sufficient for the proposed design will be provided by Owner and are not included in this proposal.

2. Building conceptual design verification includes initial submittal of design for owner review and comment, one (1) resubmittal with comment incorporation and final submittal for verification.
3. Structural engineering limited to the new pavilion building and footings for court covering structures.
4. Special inspections are not included in this proposal.
5. Construction Administration services consist of RFI/submittal responses and one (1) civil engineering/architectural site visit during substantial completion to compile punch list items. Full- time onsite Construction Site Inspector services are not included at this time. However, Prime Engineering can supply more robust construction administration services upon request.
6. No low voltage design is included.
7. Specialty lighting design including decorative or theatrical type lighting is not included.
8. Protective device coordination studies and system short circuit calculations are
9. Specification of equipment, patch panels, cabling, and detailing of design of wiring/interconnections for telecommunications systems, data transfer systems, CATV/MATV systems, intrusion detection systems, or CCTV systems are not included.
10. Arc Flash calculations and labels for new panels are not included.
11. Fire protection may be provided as performance spec, if required. Fire sprinkler hydraulic calculations and fire protection design drawings are to be generated by a Certified and Qualified Fire Protection Contractor and are not included in this proposal.
12. Creating or recording of as-built documentation is not included.
13. Permitting fees are not included.
14. USACE and environmental permitting is not included.
15. Project manual front end documents to be provided by Owner. Prime will provide technical specifications and bid form as required for bidding purposes.
16. LEED, NGBS, or other green building rating system project design services are not included.
17. Retaining wall design is not anticipated for this project.
18. This proposal is based on the information shown in the conceptual site layout (attached).

#### Project Design Approach

These submittals will ultimately yield completed, permitted construction contract Bid Documents satisfying all previous review comments and suitable for public bidding and construction. Final quality control elements performed by Prime's QC organization, such as inter-discipline coordination, peer reviews, and document and calculation checking, will have been completed and incorporated.

Conceptual Design – The Conceptual Design Documents will include conceptual drawings related to the new restroom/concessions pavilion. During project kick off, Prime will discuss building needs with the city prior to moving forward with conceptual building design. Assumes initial submittal of design for owner review and comments, resubmittal with comment incorporation, and final submittal for verification. Three (3) total submittals. Submission to be in the form of conceptual plans and elevations, with “Sketch-Up” style rendering.

Design Development – The Design Development Documents will consist of drawings and other documents to fix and describe the size and character of the project, including architectural, civil, landscape architectural, structural, mechanical, and electrical engineering systems, materials, and other elements as appropriate. Consideration will be given to availability of materials, equipment, labor, operations, user safety and

maintenance requirements, and energy conservation. Deliverables in the Design Development Phase will include the following:

- ✓ Drawings – Submittals will include drawings developed to a level of detail that is approximately 50% of the Final Design Documents. The drawings will refine the systems, layouts, and locations of other major facilities.

Construction Documents – During the Construction Document Phase, Prime will provide services necessary to prepare, from the approved Design Development Documents, final design consisting of drawings, specifications, and other documents. The documents will set forth in detail the requirements for project bidding, contracting, and construction. Deliverables in the Construction Development Phase will include the following:

- ✓ Progress Submittal
  - Drawings – Submittals will include drawings developed to a level of detail that is approximately 80% of the Final Design Documents. The drawings will refine the systems, layouts, equipment locations, and locations of other major facilities provided in the Design Development task.
- ✓ Permitting Documents – Prime will begin the Permit Phase of the project upon approval of the 80% progress submittal. Upon receipt of written comments from the Owner, Prime will review comments, prepare responses to the comments, and incorporate agreed-upon comments in the documents to complete the Permit Document Drawings and Technical Specification Documents. Deliverables will include:
  - Drawings – Submittals will include drawings developed to a level of detail that is approximately 95% of the Final Design Documents. The drawings will refine the systems, layouts, equipment locations, and locations of other major facilities provided in the 80% Progress Submittal.
  - Technical Specification Documents

Upon completion of the Permit Documents Prime will submit the project for LDP and building permit to Whitfield County and Building permit to the relevant permitting agencies.

- ✓ Construction Documents
  - Drawings – Submittals will include 100% Construction Documents incorporating comments from the project reviewers and permitting agencies.
  - Permitting documents and/or forms necessary to obtain permits or approvals for construction.
  - Letters of cooperation from utilities and municipalities for work being done by others.

#### Bidding Phase

Services for the Bidding or Negotiation Phase include:

- ✓ Addenda to the Bid Documents – Responses to questions from bidders and clarifications or interpretations of the bidding documents including the preparation of addenda to the bidders, featuring supplementary drawings, specifications, and instructions.

Construction Phase

Following the award of the construction contract, Prime will support the efforts of the Owner during the construction period. Prime will provide the following services during the Construction Phase:

- ✓ 7 Day Site Visit – The civil engineer will conduct a site visit to investigate initial erosion and sediment control measures as required by the NPDES permit GAR100001
- ✓ Submittal Review – We will review submittals, include appropriate action on shop drawings, product data, samples, and other submittals required by the contract documents.
- ✓ RFI Response – We will review and respond to contractor’s requests for information during the construction process.
- ✓ Punch List – The civil and MEP engineers and architect will conduct a site visit to investigate the project site during substantial completion and will provide the Owner with a report to reflect any items that are recommended to be corrected prior to substantial completion issuance.

Schedule of Professional Fees and Expenses

Professional Fees	Total
1. Conceptual Design \$6,150	
2. Design Development \$51,970	
3. Construction Documents \$68,950	
4. Permitting Services \$8,360	
5. Bidding Phase Services \$8,190	
6. Construction Administration Phase \$23,840	
7. Reimbursables	
	✓ Travel and Sustenance \$540
<b>Total Professional Fees and Expenses \$168,000</b>	

### Supplemental Services

The following services can be performed by Prime Engineering as supplemental services and will be subject to our standard hourly rates:

- ✓ Registered site survey
- ✓ Additional site visits
- ✓ Weekly OAC attendance during construction (virtual)
- ✓ Bidding services in excess of those indicated
- ✓ Construction Administration Services in excess of those indicated
- ✓ Environmental testing, reporting, or consulting services
- ✓ Permitting Fees

This proposal will be open for acceptance for a period of sixty (60) days unless changed by us in writing. Thank you for considering Prime Engineering, Inc. for this project. Should you have any questions or comments, please contact our office. We look forward to your response.

Sincerely,

A handwritten signature in blue ink that reads "Katie Strickland". The signature is fluid and cursive, with the first name "Katie" and last name "Strickland" clearly legible.

Katie Strickland, P.E. Senior Project Manager Prime Engineering, Inc.

Attachments:

1. Prime Engineering Hourly Rate Schedule
2. Conceptual Drawing
3. Estimated Design Schedule

# **EXHIBIT B**

# HOURLY RATE SCHEDULE

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## 2024 HOURLY RATE SCHEDULE



<b><u>Employee Classification</u></b>	<b><u>Rate Per Hour</u></b>
1. Principal	325.00
2. Director	275.00
3. Associate Director	260.00
4. Engineer VII/ Project Manager II/Department Head	240.00
5. Engineer VI/ Associate Department Head	215.00
6. Engineer V/ Project Manager I/Senior Engineer	195.00
7. Engineer IV	170.00
8. Engineer III	155.00
9. Engineer II	140.00
10. Engineer I	125.00
11. Intern II	100.00
12. Intern I	75.00
13. Architect VIII	260.00
14. Architect VII	245.00
15. Architect VI	210.00
16. Architect V	190.00
17. Architect IV	170.00
18. Architect III	150.00
19. Senior Architectural Designer IV	150.00
20. Architectural Designer III	135.00
21. Architectural Designer II	125.00
22. Architectural Designer I	110.00
23. Construction Manager V	175.00
24. Construction Manager IV	160.00
25. Construction Inspector III	135.00
26. Construction Inspector II	120.00
27. Construction Inspector I	100.00
28. Landscape Architect V	180.00
29. Landscape Designer	135.00
30. Design Coordinator VII	180.00
31. Designer VI	170.00
32. Designer V	160.00
33. Designer IV	145.00
34. Designer III	130.00
35. Designer II	115.00
36. Designer I	95.00
37. Registered landscape Architect	180.00
38. Landscape Designer	135.00
39. Surveyor VIII	250.00
40. Surveyor VII	200.00
41. Surveyor VI	170.00
42. Surveyor V	165.00
43. Surveyor IV	155.00
44. Surveyor III	135.00
45. Surveyor II	115.00
46. Surveyor I	95.00
47. One Person Survey Crew	135.00
48. Two Person Survey Crew	245.00

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# HOURLY RATE SCHEDULE

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49.	SUE Crew	165.00
50.	Contract Administrator	125.00
51.	Executive Assistant	120.00
52.	Marketing Specialist	140.00
53.	Writer/Editor/Visual Communications Coordinator	125.00
54.	Marketing Communications Assistant	105.00
55.	Office Manager/Clerical	80.00

**HOURLY RATES SCHEDULE NOTES:**

1. In addition to the hourly fee for services, Prime Engineering will be reimbursed for job related expenses including but not limited to travel, reprographic costs and supplies, interim review document printing, mail and express mail services and printing costs. Job-related expenses associated with the tasks performed under this agreement shall be billed as incurred and as provided under the task orders to this contract and each of the respective additional services tasks (if any).



May 1, 2024

Andrew Parker, P.E.  
City Administrator  
City of Dalton  
300 W. Waugh St  
Dalton, GA 30722  
[aparker@daltonga.gov](mailto:aparker@daltonga.gov)  
706-529-2404

**Re: Design Services Proposal**  
Dalton Civic Park – Pickleball Complex  
904 Civic Dr, Dalton, GA 30721

Mr. Parker:

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## Project Understanding

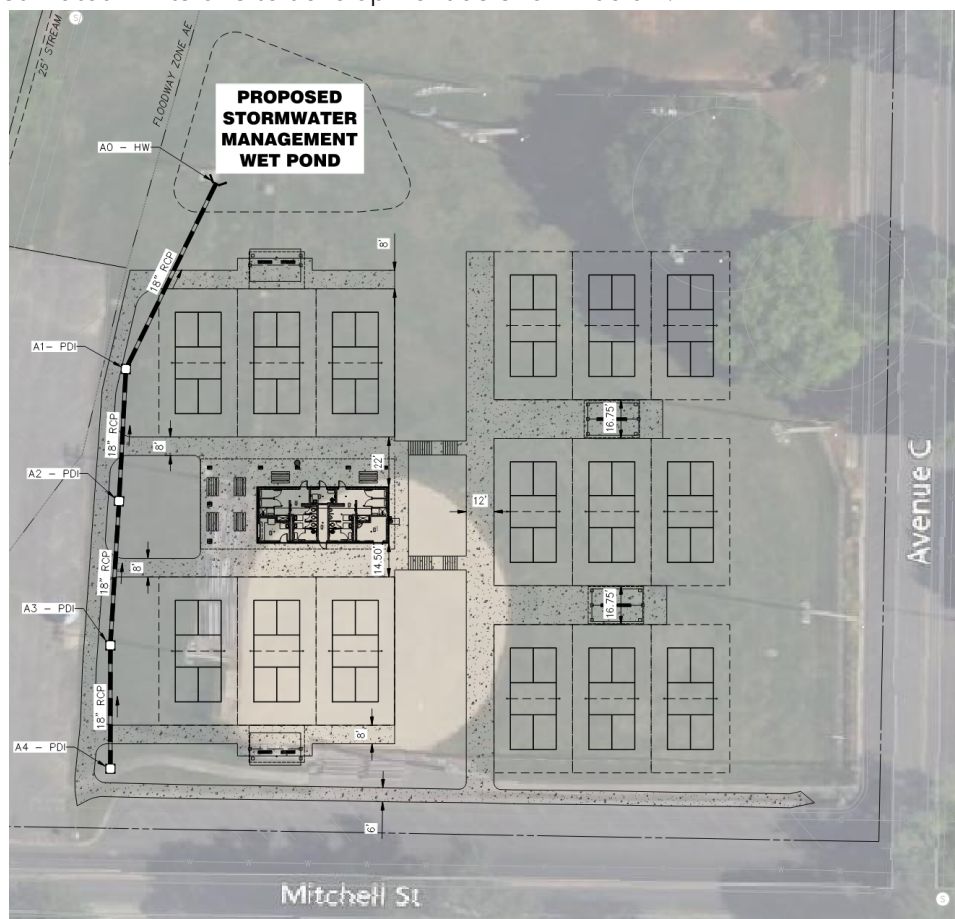
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2. Fifteen (15) Pickleball Courts:
  - As shown in the concept drawing
  - Coordination with vendor for six (6) courts being covered with fabric type structure

- Coordination with sports court specialist
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- Water and sewer utilities to service the new building
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  - Estimated limits of site development as shown below:



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12. Creating or recording of as-built documentation is not included.
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- ✓ Drawings – Submittals will include drawings developed to a level of detail that is approximately 50% of the Final Design Documents. The drawings will refine the systems, layouts, and locations of other major facilities.

**Construction Documents** – During the Construction Document Phase, Prime will provide services necessary to prepare, from the approved Design Development Documents, final design consisting of drawings, specifications, and other documents. The documents will set forth in detail the requirements for project bidding, contracting, and construction. Deliverables in the Construction Development Phase will include the following:

- ✓ **Progress Submittal**
  - Drawings – Submittals will include drawings developed to a level of detail that is approximately 80% of the Final Design Documents. The drawings will refine the systems, layouts, equipment locations, and locations of other major facilities provided in the Design Development task.
- ✓ **Permitting Documents** – Prime will begin the Permit Phase of the project upon approval of the 80% progress submittal. Upon receipt of written comments from the Owner, Prime will review comments, prepare responses to the comments, and incorporate agreed-upon comments in the documents to complete the Permit Document Drawings and Technical Specification Documents. Deliverables will include:
  - Drawings – Submittals will include drawings developed to a level of detail that is approximately 95% of the Final Design Documents. The drawings will refine the systems, layouts, equipment locations, and locations of other major facilities provided in the 80% Progress Submittal.
  - Technical Specification Documents

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- ✓ **Construction Documents**
  - Drawings – Submittals will include 100% Construction Documents incorporating comments from the project reviewers and permitting agencies.
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6. Construction Administration Phase	\$23,840
7. Reimbursables	
✓ Travel and Sustenance	\$540
<b>Total Professional Fees and Expenses</b>	<b>\$168,000</b>

## Supplemental Services

The following services can be performed by Prime Engineering as supplemental services and will be subject to our standard hourly rates:

- ✓ Registered site survey
- ✓ Additional site visits
- ✓ Weekly OAC attendance during construction (virtual)
- ✓ Bidding services in excess of those indicated
- ✓ Construction Administration Services in excess of those indicated
- ✓ Environmental testing, reporting, or consulting services
- ✓ Permitting Fees

This proposal will be open for acceptance for a period of sixty (60) days unless changed by us in writing. Thank you for considering Prime Engineering, Inc. for this project. Should you have any questions or comments, please contact our office. We look forward to your response.

Sincerely,



Katie Strickland, P.E.  
Senior Project Manager  
Prime Engineering, Inc.

Attachments:

1. Prime Engineering Hourly Rate Schedule
2. Conceptual Drawing
3. Estimated Design Schedule

# HOURLY RATE SCHEDULE

## 2024 HOURLY RATE SCHEDULE



### Employee Classification

### Rate Per Hour

1. Principal	325.00
2. Director	275.00
3. Associate Director	260.00
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15. Architect VI	210.00
16. Architect V	190.00
17. Architect IV	170.00
18. Architect III	150.00
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21. Architectural Designer II	125.00
22. Architectural Designer I	110.00
23. Construction Manager V	175.00
24. Construction Manager IV	160.00
25. Construction Inspector III	135.00
26. Construction Inspector II	120.00
27. Construction Inspector I	100.00
28. Landscape Architect V	180.00
29. Landscape Designer	135.00
30. Design Coordinator VII	180.00
31. Designer VI	170.00
32. Designer V	160.00
33. Designer IV	145.00
34. Designer III	130.00
35. Designer II	115.00
36. Designer I	95.00
37. Registered landscape Architect	180.00
38. Landscape Designer	135.00
39. Surveyor VIII	250.00
40. Surveyor VII	200.00
41. Surveyor VI	170.00
42. Surveyor V	165.00
43. Surveyor IV	155.00
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45. Surveyor II	115.00
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# HOURLY RATE SCHEDULE

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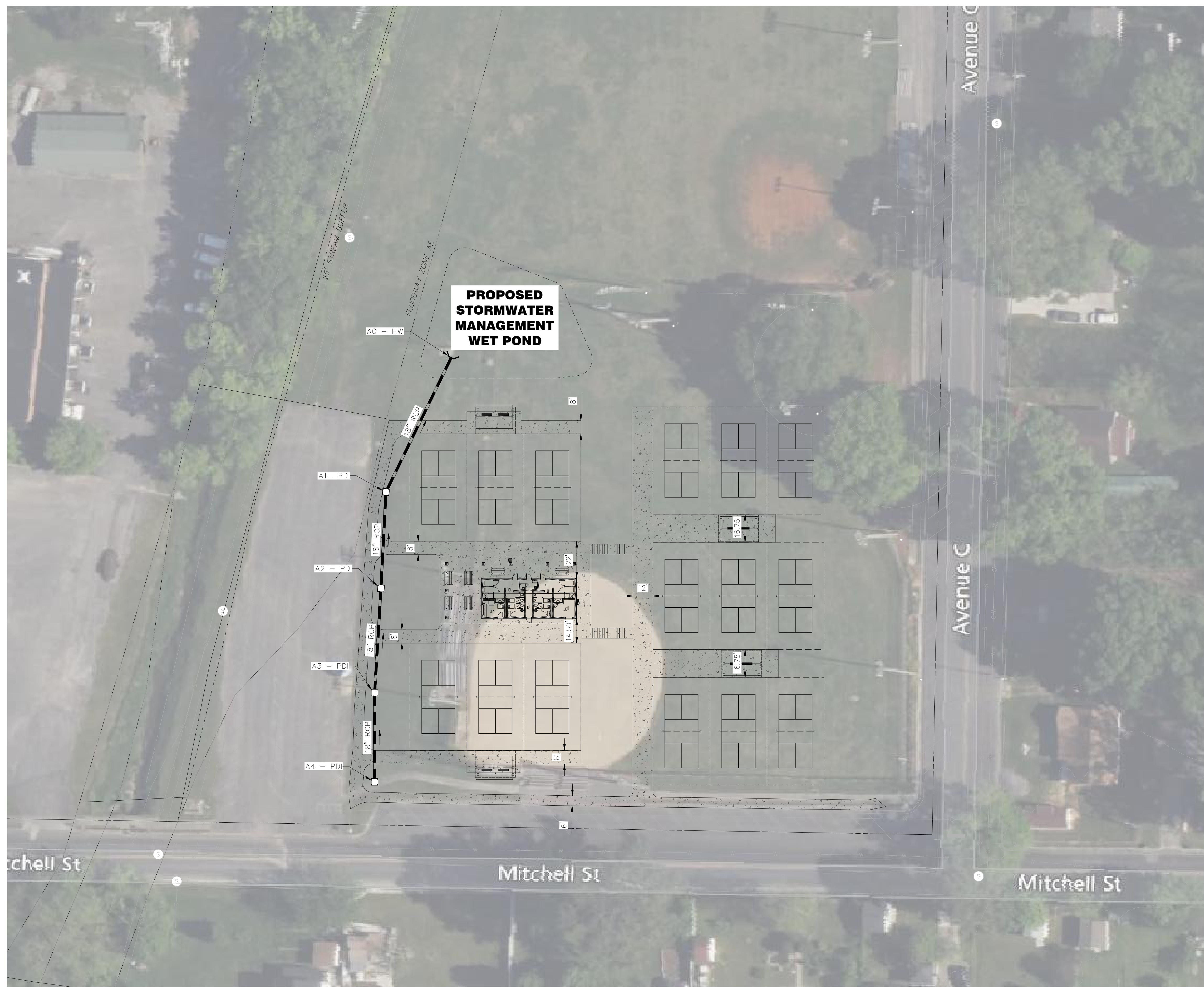
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**HOURLY RATES SCHEDULE NOTES:**

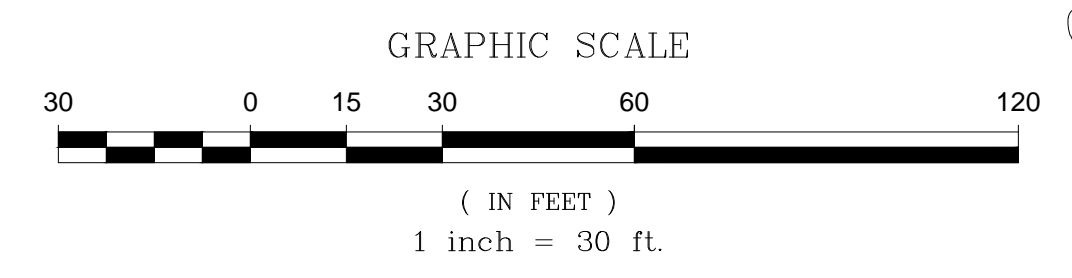
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R:\A-Z\City of Dalton, GA\2023-0518 Dalton-Pickleball Site Analysis\3 ENGINEERING\Drawings\C-201 - STAGING AND LAYOUT PLAN - 2023-0518.dwg



**1 DALTON CIVIC PARK SITE**  
**C-202 SCALE: 1" = 30'**



**PRIME ENGINEERING INCORPORATED**  
 3715 NORTHSIDE PARKWAY NW  
 BUILDING 300, SUITE 200  
 ATLANTA, GEORGIA 30327  
 404-257-1000

**PROJECT:**  
**PICKLE BALL SITE ANALYSIS**  
 XXX, DALTON, GA 30720  
**PREPARED FOR:**  
**CITY OF DALTON, GA**

REVISIONS	NO.	DATE	DESCRIPTION

SEAL	DATE:

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**DRAWING TITLE**  
**DALTON CIVIC PARK SITE**

<b>DRAWING DATE</b>	<b>DGP</b>
03/08/2024	DGP
<b>DRAWING SCALE</b>	<b>DESIGNED BY</b>
1" = 30'	DGP
<b>PROJECT NUMBER</b>	<b>CHECKED BY</b>
2023-0518	KLK
<b>DRAWING NUMBER</b>	<b>C-202</b>

**NOT ISSUED FOR CONSTRUCTION**

## City of Dalton Pickleball Complex

DRAFT

ID	Task Name	Duration	Start	Finish	Predecessors	23	Qtr 3, 2023				Qtr 4, 2023			Qtr 1, 2024			Qtr 2, 2024			Qtr 3, 2024				Qtr 4, 2024			Qtr 1, 2025	
						Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb		
1	City of Dalton Confirmation of Work	1 day	Wed 5/1/24	Wed 5/1/24											Wed 5/1	City of Dalton Confirmation of Work												
2	Project Initiation and Contracts	5 days	Thu 5/2/24	Wed 5/8/24	1										Wed 5/8	Project Initiation and Contracts												
3	<b>Initial Contract Design Phase</b>	<b>56 days</b>	<b>Thu 5/9/24</b>	<b>Mon 7/29/24</b>												[Red Bar]												
4	Kick off Meeting with City of Dalton	1 day	Thu 5/9/24	Thu 5/9/24	2										Thu 5/9	Kick off Meeting with City of Dalton												
5	Conceptual Building/Court Covering Verification	5 days	Fri 5/10/24	Thu 5/16/24	4										Thu 5/16	Conceptual Building/Court Covering Verification												
6	City of Dalton Confirmation and Review	1 day	Mon 5/20/24	Mon 5/20/24	5FS+1 day										Mon 5/20	City of Dalton Confirmation and Review												
7	Updated Conceptual Plan per City Comments	3 days	Tue 5/21/24	Thu 5/23/24	6										Thu 5/23	Updated Conceptual Plan per City Comments												
8	50% Design Documents	20 days	Fri 5/10/24	Fri 6/7/24	4										Fri 6/7	50% Design Documents												
9	City of Dalton 50% Review Meeting/Comments	2 days	Mon 6/10/24	Tue 6/11/24	8										Tue 6/11	City of Dalton 50% Review Meeting/Comments												
10	80% Design Documents	20 days	Thu 6/13/24	Thu 7/11/24	9FS+1 day										Thu 7/11	80% Design Documents												
11	City of Dalton 80% Review Meeting/Comments	2 days	Fri 7/12/24	Mon 7/15/24	10										Mon 7/15	City of Dalton 80% Review Meeting/Comments												
12	IFP Documents	10 days	Tue 7/16/24	Mon 7/29/24	11										Mon 7/29	IFP Documents												
13	<b>Permitting</b>	<b>53 days</b>	<b>Tue 7/30/24</b>	<b>Fri 10/11/24</b>												[Red Bar]												
14	Submit to Whitfield County for Permit	1 day	Tue 7/30/24	Tue 7/30/24	12										Tue 7/30	Submit to Whitfield County for Permit												
15	County Review	22 days	Wed 7/31/24	Thu 8/29/24	14										Thu 8/29	County Review												
16	Revise and Resubmit	7 days	Fri 8/30/24	Tue 9/10/24	15										Tue 9/10	Revise and Resubmit												
17	County Review	22 days	Wed 9/11/24	Thu 10/10/24	16										Thu 10/10	County Review												
18	Receive Permit	1 day	Fri 10/11/24	Fri 10/11/24	17										Fri 10/11	Receive Permit												



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 5/6/2024

**Agenda Item:** Pentz & Cuyler Streetscape Construction Contract

**Department:** Public Works

**Requested By:** Chad Townsend

**Reviewed/Approved by City Attorney?** Yes

**Cost:** \$8,196,318

**Funding Source if Not in Budget** N/A

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

This agenda item request is to approve the construction contract with Wilson Construction Management for the Pentz & Cuyler Streetscape project. The total cost of the contract is \$8,196,318. A portion of this project will be subsidized by the approximately \$2,000,000 we were awarded in part of the Improving Neighborhood Outcomes Grant. This comes with a positive recommendation from the Public Works Committee.

**CITY OF DALTON, GEORGIA**



**CONTRACT DOCUMENTS**

For  
PROJECT:

**PENTZ AND CUYLER STREET CORRIDOR IMPROVEMENTS PROJECT  
DALTON PROJECT NO. PW-2024-PENTZ/CUYLER**

**CITY OF DALTON PUBLIC WORKS DEPARTMENT  
PO BOX 1205  
DALTON, GEORGIA 30722**



**INVITATION TO BID**

**PENTZ AND CUYLER STREET CORRIDOR IMPROVEMENTS PROJECT  
DALTON PROJECT NO. PW-2024-PENTZ/CUYLER**

Sealed bids will be received by the City of Dalton Finance Department located at 300 W. Waugh Street, Dalton, Georgia 30721 until:

FRIDAY, MARCH 8, 2024 AT 2:00 PM

for the furnishing of all design, materials, labor, tools, skill, equipment and incidentals unless noted otherwise for the construction of the project entitled:

**PENTZ AND CUYLER STREET CORRIDOR IMPROVEMENTS PROJECT  
DALTON PROJECT NO. PW-2024-PENTZ/CUYLER**

at which time and place the sealed bids will be publicly opened and read aloud.

Bids received after the designated time will not be considered.

The principal items of construction include:

Approximately 2,000 feet of utility improvements, drainage improvements, roadway improvements and streetscape improvements along Pentz Street and Cuyler Street including electrical and communications duct bank installation, demolition items, pavement milling, asphalt paving, concrete sidewalks and driveways, traffic signal items, concrete curb & gutter, storm sewer improvements, decorative brick pavers, landscaping items and other miscellaneous items for general roadway construction including striping, traffic control, and erosion control items. All work shall be performed according to the latest Georgia D.O.T. Standards and Specifications.

Bidders shall inform themselves of and comply with all conditions and specifications contained in the bid package, contract, related documents and State and Federal Law. Bidders are advised that this project is funded in large part by the American Rescue Plan Act Improving Neighborhood Outcomes in Disproportionately Impacted Communities Grant Program, administered by the Governor's Office of Planning and Budget, the terms and conditions of which are attached and incorporated into this bid package.

The bid package, specifications, and contract documents for this project are open to public inspection at the City of Dalton Public Works Department located at 535 Elm Street, Dalton, Georgia 30721. The Public Works Department may be contacted by telephone at (706) 278-7077 or by mail at P.O. Box 1205, Dalton, Georgia 30722.

A **Mandatory** pre-bid meeting is scheduled for **1:00 PM Thursday, February 15, 2024** to begin at the Public Works Office. Please reserve time to tour the site locations. Failure to attend the mandatory pre-bid meeting will result in disqualification from being able to

provide a bid on the work.

Any questions pertaining to the bid documents and specifications should be submitted in writing via email by the **question's deadline of 4:00 PM Wednesday, February 21, 2024.** Questions must be directed to Jackson Sheppard at: [jsheppard@daltonga.gov](mailto:jsheppard@daltonga.gov).

The City of Dalton will issue responses to questions and any other corrections or amendments it deems necessary in written addenda issued prior to the bids due date. Bidders are advised to check the website for addenda before submitting a bid.

One Contract shall be awarded covering all work, and the contract duration shall be 365 Calendar Days from notice to proceed. Bidders must agree to pay liquidated damages in accordance with the schedule specified in Section 108.08 of the latest Georgia D.O.T. Specifications for each consecutive calendar day thereafter. Due consideration will be given to delivery of materials in specifying starting date.

Contract documents, plans, and the bid package for this project may be obtained electronically via the City of Dalton's webpage <http://www.daltonga.gov>.

Should a bidder choose to download the bid package from the City of Dalton webpage, please send a written request to be added to the Project "Bidder's List" by sending an email request to: [jsheppard@daltonga.gov](mailto:jsheppard@daltonga.gov).

Bids must be accompanied by a Certified Check or Bid Bond in an amount equal to not less than five percent (5%) of the bid to be considered.

In accordance with State Law (O.C.G.A. 13-10-91 & 50-36), ALL SEALED BIDS MUST INCLUDE AN EXECUTED E-VERIFY AFFIDAVIT.

No bid may be withdrawn after the scheduled closing time for receiving bids for a period of sixty (60) days.

The Owner reserves the right to reject any or all bids (and/or alternates) and to waive formalities and re-advertise.

CITY OF DALTON, GEORGIA

BY

T. Jackson Sheppard, E.I.T.  
Project Manager

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SECTION 0100 – INFORMATION FOR BIDDERS

0101 RECEIPT AND OPENING OF BIDS

The CITY OF DALTON, GEORGIA (*hereinafter called the Owner*), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the CITY OF DALTON FINANCE DEPARTMENT  
300 W. WAUGH STREET, DALTON, GEORGIA 30721 until MARCH 8<sup>TH</sup>, 2024,  
AT 2:00 PM and then at said office publicly opened and read aloud. The envelope containing the bids must be sealed and designated as the bid for the construction of the project entitled:

**PENTZ AND CUYLER STREET CORRIDOR IMPROVEMENTS PROJECT**  
**DALTON PROJECT NO. PW-2024-PENTZ/CUYLER**

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities to reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

0102 PREPARATION OF BID

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in numerals for unit prices and for total amounts.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. In accordance with State Law (O.C.G.A 13-10-91 & 50-36), **ALL SEALED BIDS MUST INCLUDE AN EXECUTED E-VERIFY AFFIDAVIT**, THIS DOCUMENT CAN BE FOUND IN THE BID PROPOSAL SECTION. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form. Any bid which is not properly prepared and accompanied by required certifications may be rejected by the Owner.

Each bidder will be required to certify compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act O.C.G.A. §13-10-90 et seq. by doing the following: registering at <https://www.uscis.gov/e-verify> to verify information of all newly hired employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act. Each firm must submit a completed and notarized E-verify (Exhibit A) affidavit with their bid submittal. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

#### 0103 ELECTRONIC MAIL MODIFICATION

Any bidder may modify his bid by written electronic communication at any time prior to the scheduled closing time for receipt of bids, provided such communication is received by the Owner prior to the closing time, and, provided further, the Owner is satisfied that a written confirmation of the electronic modification over the signature of the bidder was mailed prior to the closing time. If written confirmation is not received within two days from the closing time, no consideration will be given to the electronically mailed modification.

#### 0104 QUALIFICATIONS OF BIDDERS

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. By submission of his Bid, the Bidder acknowledges the right of the Owner to make such investigations, to contact references and utilize this information as a basis of determining award of the contract. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

Written information pertaining to the Bidder's qualifications may be requested by the Owner. Failure of the Bidder to provide such information within fifteen days of notification will be grounds for disqualification.

#### 0105 BID SECURITY

Each bid must be accompanied by a certified check or bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of five (5)% of the bid. Such certified checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining certified checks or bid bonds will be returned promptly after the Owner

and the accepted bidder have executed the contracts, or, if no award has been made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

0106 LIQUIDATED DAMAGES AND FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security (bid bond) deposited with his bid.

0107 TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 365 Calendar Days following "Notice to Proceed". Bidders must agree to pay liquidated damages in accordance with the schedule specified in Section 108.08 of the latest Georgia D.O.T. Specifications for each consecutive calendar day thereafter. Anticipated "Notice to Proceed" date is tentatively set for April 19, 2024.

0108 CONDITION OF WORK

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

0109 ADDENDA AND INTERPRETATIONS

Oral interpretations of the meaning of plans, specifications or other contract documents shall not be binding over written material.

Every request for such interpretation should be in writing addressed to City of Dalton Public Works, P.O. Box 1205, Dalton, Georgia 30722 or by email to Jackson Sheppard (jsheppard@daltonga.gov) and to be given consideration must be received by the question's deadline of 4:00 PM February 21, 2024. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, which, will be emailed to all prospective bidders. Failure of any bidder to receive any such addendum or interpretations shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

0110 SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of his contract and for the payment of all persons performing labor on the project under this contract, and furnishing materials in connection with his contract, as specified in the General Conditions included herein. Surety companies executing Bonds must appear on the Treasury Department's most current list (*Circular 570 as amended*) and be authorized to transact business in the state where the project is located.

0111 POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

0112 NOTICE OF SPECIAL CONDITIONS

Attention is particularly called to those parts of the contract documents and specifications which are identified subsequently under Special Conditions.

0113 LAWS AND REGULATIONS

The bidders' attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

0114 METHOD OF AWARD

If the Contract is awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the project. The Owner shall have complete discretion in making this determination and may consider factors such as, but not limited to the following:

- 0114.01 Unit bid prices of various items as they relate to total bid price.
- 0114.02 Proximity of the Bidder's permanent place of business as it may relate to Bidder's responsiveness in carrying out the contract.
- 0114.03 Litigation record of the Bidder.
- 0114.04 Satisfactory completion of similar projects.
- 0114.05 Resources pertaining to management, personnel and equipment.
- 0114.06 Financial history, credit rating and current resources.

0115 OBLIGATION OF BIDDER

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (*including all addenda*). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to his bid.

0116 CORRELATION AND INTENT OF DOCUMENTS

The contract documents are complementary, and what is called for by one shall be as binding as if called for by all.

The intent of the documents is to describe in detail all construction entailed in this project. The contractor will furnish all labor, materials, equipment, transportation, tools and appurtenances such as may be reasonably required under the terms of the contract to make each part of the work complete.

The drawings are intended to conform and agree with the specifications. If, however, discrepancies occur, the Owners will decide which shall govern. Special specifications stated on the drawings govern that particular piece of construction and have equal weight and importance as the printed specifications. In the event of any discrepancies between the drawings and the figures written thereon, the figures are to be taken as correct.

0117 CLAIMS

The Owner reserves the right to refuse to issue any voucher and to direct that no payment shall be made the contractor in the case they have reason to believe that said contractor has neglected or failed to pay any subcontractor, material dealer, worker or employee for work performed on or about the project including work as set forth in these specifications, until the Owner is satisfied that such subcontractors, material dealers, worker, or employees have been fully paid. However this provision shall not obligate the Owner to intervene in any claim.

0118 ORDER OF WORK

The work shall be started at such points as the Owner shall designate and shall be prosecuted in the order he directs. This applies to both location and items of construction.

0119 SUBCONTRACTS

If required by the Owner, the apparent Successful Bidder, and any other Bidder so requested, will within seven days after the day of the Bid opening submit to Owner

a list of all Subcontractors and other persons and organizations (*including those who are to furnish the principal items of material and equipment*) proposed for those portions of the Work as to which such identification is so required. If the Owner, after due investigation, has reasonable objection to any proposed Subcontractor, other person or organization, may, before giving the Notice of Award, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor, other person or organization so listed and to whom the Owner does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner.

0120 TIMELY EXECUTION

When the Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by at least five unsigned counterparts of the Agreement and all other Contract Documents. Within ten days thereafter, the Contractor shall sign and deliver at least five counterparts of the Agreement to Owner with all other Contract Documents attached. Thereafter, the Owner will deliver two fully signed counterparts to Contractor.

0121 SALES TAX NOTICE

Bidders are hereby advised that they are not entitled to take advantage of Owner's tax-exempt status and all bids should reflect sales tax on any materials purchased.

..... END OF SECTION .....

SECTION 0200 – BID PROPOSAL

BID BOND  
(Five Percent of Bid)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_  
Wilson Construction Management, LLC

of the City of Norcross State of Georgia and County of Gwinnett  
as Principal and THE GRAY CASUALTY & SURETY COMPANY

as Surety, are hereby held and firmly bound unto the CITY OF DALTON, GEORGIA as  
Owner in the penal sum of Five Percent of the total amount bid  
Dollars (\$ 5% ) 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 08 day of March, 2024.

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:

PENTZ AND CUYLER STREET CORRIDOR IMPROVEMENTS PROJECT  
DALTON PROJECT NO. PW-2024-PENTZ/CUYLER

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



BID BOND  
(Continued)

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.

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.

Janet P  
Witness As To Principal

Wilson Construction Management, LLC  
Principal



[Signature] SEAL

[Signature]  
Witness As To Surety  
Stephanie Wall

THE GRAY CASUALTY & SURETY COMPANY  
Surety

P.O. Box 6202, Metairie, LA 70009  
Address

By [Signature]  
Attorney-in-Fact  
Jessica Reno



**THE GRAY INSURANCE COMPANY  
THE GRAY CASUALTY & SURETY COMPANY**

**GENERAL POWER OF ATTORNEY**

**Bond Number:** NA

**Principal:** Wilson Construction Management, LLC

**Project:** PENTZ AND CUYLER STREET CORRIDOR IMPROVEMENTS PROJECT DALTON PROJECT NO.  
PW-2024-PENTZ/CUYLER

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Kevin Wojtowicz, Jessica Reno, Edwin T. Collins, IV, Devin Phillips, Christian Collins, and Laura D. Mosholder of St. Petersburg, Florida jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26<sup>th</sup> day of June, 2003.

“RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4<sup>th</sup> day of November, 2022.



By:

Michael T. Gray  
President  
The Gray Insurance Company

Cullen S. Piske  
President  
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4<sup>th</sup> day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican  
Notary Public  
Notary ID No. 92653  
Orleans Parish, Louisiana

Leigh Anne Henican  
Notary Public, Parish of Orleans State of Louisiana  
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 08 day of March, 2024

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 08 day of March, 2024



BID PROPOSAL

Place Norcross, Ga  
Date 3/8/2024

Proposal of Wilson Construction Management, LLC (hereinafter called "Bidder") a contractor organized and existing under the laws of the City of Norcross State of Georgia and County of Gwinnett, \* an individual, a corporation, or a partnership doing business as Wilson Construction Management.

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

Gentlemen:

The Bidder in compliance with your invitation for bids for the construction of the

PENTZ AND CUYLER STREET CORRIDOR IMPROVEMENTS PROJECT  
DALTON PROJECT NO. PW-2024-PENTZ/CUYLER

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 to fully complete the project within 365 Calendar Days following "Notice to Proceed". Bidders must agree to pay liquidated damages in accordance with the schedule specified in Section 108.08 of the latest Georgia D.O.T. Specifications 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:

#1

\*Strike out inapplicable terms



BID PROPOSAL  
(Continued)

Amount shall be shown in figures.

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 51 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:

Jeremiah Wilson 4251 Quail Ridge Way Norcross, Ga 30092

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Nathaniel Wilson 148 Montvale Drive Hoschton, Ga 30548

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BID PROPOSAL  
(Continued)

Dated at:

6365 McDonough Drive Norcross, Ga 30093

The 8th day of March, 2024



DANIEL MILLER  
Principal

By [Signature] SEAL

CONSTRUCTION PAYMENT BOND

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

CONTRACTOR *(Name and Address)*:

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OWNER *(Name and Address)*:

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

CONSTRUCTION CONTRACT:

Date: \_\_\_\_\_

Amount: \_\_\_\_\_

Description *(Name and location)*:

**PENTZ AND CUYLER STREET CORRIDOR IMPROVEMENTS PROJECT  
DALTON PROJECT NO. PW-2024-PENTZ/CUYLER**

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

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BOND:

Date: \_\_\_\_\_

Amount: \_\_\_\_\_

Bond Number: \_\_\_\_\_

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



CONSTRUCTION PAYMENT BOND  
(Continued)

equipment in the prosecution of the Work involved in this Construction Contract.

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

CONSTRUCTION PAYMENT BOND  
(Continued)

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.
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.



CONSTRUCTION PAYMENT BOND  
(Continued)

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*):

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OWNER (*Name and Address*):

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

CONSTRUCTION CONTRACT:

Date: \_\_\_\_\_

Amount: \_\_\_\_\_

Description (*Name and location*):

**PENTZ AND CUYLER STREET CORRIDOR IMPROVEMENTS PROJECT  
DALTON PROJECT NO. PW-2024-PENTX/CUYLER**

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

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BOND:

Date: \_\_\_\_\_

Amount: \_\_\_\_\_

Bond number: \_\_\_\_\_

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

CONSTRUCTION PERFORMANCE BOND  
(Continued)

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

CONSTRUCTION PERFORMANCE BOND  
*(Continued)*

- Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or
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.

CONSTRUCTION PERFORMANCE BOND  
(Continued)

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.

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

Company: \_\_\_\_\_  
\_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

SURETY

Company: \_\_\_\_\_  
\_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_



CONTRACT

THIS AGREEMENT made this the 30<sup>th</sup> day of APRIL, 2024 by

and between the CITY OF DALTON, GEORGIA, hereinafter called "Owner",

and Wilson Construction Management

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

of Norcross, County of Gwinnett, and State of Georgia

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:

**PENTZ AND CUYLER STREET CORRIDOR IMPROVEMENTS PROJECT  
DALTON PROJECT NO. PW-2024-PENTZ/CUYLER**

hereinafter called the "Project", for the sum of \$18,196,318<sup>00</sup> 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 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 and to fully complete the project within 365 Calendar Days of receiving "Notice to Proceed". The Contractor further agrees to pay liquidated damages in accordance with the schedule specified in Section 108.08 of the latest Georgia D.O.T. Specifications for each consecutive calendar day thereafter as hereinafter provided in the General Conditions under "Time of Completion and Liquidated Damages."

\*Strike out inapplicable terms.



CONTRACT  
(Continued)

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 OF DALTON, GEORGIA

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_ SEAL

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

ATTEST:

Janesh White  
Secretary

By: [Signature] SEAL

[Signature]  
Witness

V.P.  
Title



Secretary of Owner should attest. If Contractor is corporation, secretary should attest.

Give proper title of each person executing contract.

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.

1556715

EEV/Basic Pilot Program\* User Identification Number

*[Signature]*

3/8/2024

BY: Authorized Officer or Agent  
(Contractor Name)

Date

Vice President

Title of Authorized Officer or Agent of Contractor

**DANIEL MILLER**

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

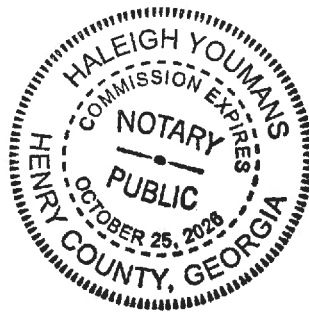
8<sup>th</sup> DAY OF MARCH, 2024

*Haleigh Youmans*

Notary Public

My Commission Expires:

10/25/2020



\* 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).

**REVISED BID PROPOSAL FORM 2.24.24-REPLACE ORIGINAL BID PROPOSAL FORM IN CONTRACT DOCUMENTS**  
**REVISED Bid Proposal Form - Dalton Project No. PW-2024-PENTZ/CUYLER**

**Georgia OPB Eligible Items (INODIC)**

ITEM NUMBER	QTY	UNIT	UNIT PRICE	ITEM DESCRIPTION	TOTAL
150-1000	1	LS	\$ 979,505.00	TRAFFIC CONTROL	\$ 979,505.00
163-0240	1	LS	\$ 25,332.00	TEMPORARY EROSION AND SEDIMENT CONTROL	\$ 25,332.00
207-0203	3750	CY	\$ 55.00	FOUND BKFILL MATL, TP II	\$ 206,250.00
210-0100	1	LS	\$ 2,596,919.00	GRADING COMPLETE	\$ 2,596,919.00
213-1000	300	CY	\$ 107.00	BORROW MATL (LOCAL SAND OR SAND-GRAVEL BACKFILL)	\$ 32,100.00
310-1101	500	TN	\$ 91.50	GR AGGR BASE CRS, INCL MATL	\$ 45,750.00
402-1801	50	TN	\$ 200.00	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL	\$ 10,000.00
402-1812	300	TN	\$ 210.00	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	\$ 63,000.00
402-3130	1050	TN	\$ 170.00	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	\$ 178,500.00
413-0750	1300	GL	\$ 8.00	TACK COAT	\$ 10,400.00
432-5010	6700	SY	\$ 8.00	MILL ASPH CONC PVMT, VARIABLE DEPTH	\$ 53,600.00
441-0104	2600	SY	\$ 81.50	CONC SIDEWALK, 4 IN (CLASS A CONC WITH ALL WHITE SAND)	\$ 211,900.00
441-5002	50	LF	\$ 46.00	CONCRETE HEADER CURB, 6 IN, TP 2 (CLASS A CONC WITH ALL WHITE SAND)	\$ 2,300.00
441-6012	3100	LF	\$ 35.00	CONC CURB & GUTTER, 6 IN X 24 IN, TP 2 (CLASS A CONC WITH ALL WHITE SAND)	\$ 108,500.00
500-9999	775	CY	\$ 250.00	CLASS B CONC, BASE OR PVMT WIDENING	\$ 193,750.00
550-1180	781	LF	\$ 123.00	STORM DRAIN PIPE, 18 IN, H 1-10	\$ 96,063.00
550-1240	294	LF	\$ 136.00	STORM DRAIN PIPE, 24 IN, H 1-10	\$ 39,984.00
550-1360	291	LF	\$ 310.00	STORM DRAIN PIPE, 36 IN, H 1-10	\$ 90,210.00
550-1480	257	LF	\$ 406.00	STORM DRAIN PIPE, 48 IN, H 1-10	\$ 104,342.00
573-1006	50	LF	\$ 100.00	UNDDR PIPE ONLY, 6 IN	\$ 5,000.00
600-0001	75	CY	\$ 500.00	FLOWABLE FILL	\$ 37,500.00
611-3030	5	EA	\$ 2,489.00	RECONSTR STORM SEW MANHOLE, TYPE 1	\$ 12,445.00
611-8050	2	EA	\$ 3,790.00	ADJUST MANHOLE TO GRADE	\$ 7,580.00
611-8120	32	EA	\$ 1,300.00	ADJUST WATER METER BOX TO GRADE (INCL NEW METER BOX AND COVER)	\$ 41,600.00
653-0095	3	EA	\$ 293.00	THERMOPLASTIC PVMT MARKING, HANDICAP SYMBOL	\$ 879.00
653-0120	3	EA	\$ 149.00	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	\$ 447.00
653-0130	2	EA	\$ 222.00	THERMOPLASTIC PVMT MARKING, ARROW, TP 3	\$ 444.00
653-1704	150	LF	\$ 7.00	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	\$ 1,050.00

**REVISED BID PROPOSAL FORM 2.24.24-REPLACE ORIGINAL BID PROPOSAL FORM IN CONTRACT DOCUMENTS**

ITEM NUMBER	QTY	UNIT	UNIT PRICE	ITEM DESCRIPTION	TOTAL
653-2501	1	LM	\$ 4,805.00	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	\$ 4,805.00
653-2502	1	LM	\$ 4,594.00	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	\$ 4,594.00
668-2100	16	EA	\$ 6,479.00	DROP INLET, GP 1	\$ 103,664.00
668-4300	8	EA	\$ 8,619.00	STORM SEWER MANHOLE, TP 1	\$ 68,952.00
668-4311	12	LF	\$ 300.00	STORM SEWER MANHOLE, TP 1, ADDL DEPTH, CL 1	\$ 3,600.00
900-0039	9500	SF	\$ 15.00	BRICK PAVERS	\$ 142,500.00
<b>Subtotal (INODIC Eligible Items)</b>					<b>\$ 5,483,465.00</b>

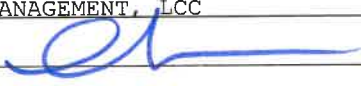
**Georgia OPB Non-Eligible Items (Local Funding)**

ITEM NUMBER	QTY	UNIT	UNIT PRICE	ITEM DESCRIPTION	TOTAL
441-4030	850	SY	\$ 150.00	CONC VALLEY GUTTER, 8 IN (CLASS A CONC WITH ALL WHITE SAND)	\$ 127,500.00
500-3800	23	EA	\$ 1,200.00	CLASS A CONCRETE WITH ALL WHITE SAND, INCL REINF STEEL (LIGHT POLE FOUNDATIONS)	\$ 27,600.00
550-1361	227	LF	\$ 340.00	STORM DRAIN PIPE, 36 IN, H 10-15	\$ 77,180.00
550-1481	132	LF	\$ 450.00	STORM DRAIN PIPE, 48 IN, H 10-15	\$ 59,400.00
550-2999	255	LF	\$ 576.00	PIPE ARCH OR ELLIPTICAL - 65 IN X 40 IN, H 1-10	\$ 146,880.00
611-3010	1	EA	\$ 5,338.00	RECONSTR DROP INLET, GROUP 1	\$ 5,338.00
611-8140	3	EA	\$ 1,909.00	ADJUST WATER VALVE BOX TO GRADE	\$ 5,727.00
611-8150	5	EA	\$ 3,000.00	ADJUST SEWER LATERAL CLEANOUT TO GRADE (INCL NEW BRASS CAP)	\$ 15,000.00
611-8160	2	EA	\$ 2,500.00	ADJUST GAS VALVE BOX TO GRADE	\$ 5,000.00
615-1000	50	LF	\$ 1,500.00	UTILITY CONFLICT ADJUSTMENT - ENCASMENT PIPE	\$ 75,000.00
636-1033	5	SF	\$ 25.00	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	\$ 125.00
636-2070	42	LF	\$ 12.50	GALV STEEL POSTS, TP 7	\$ 525.00
639-3004	3	EA	\$ 5,400.00	STEEL STRAIN POLE, TP IV (FOUNDATION ONLY)	\$ 16,200.00
639-3014	2	EA	\$ 5,400.00	STEEL STRAIN POLE, TP IV, INCL LUMINAIRE (FOUNDATION ONLY)	\$ 10,800.00
653-0110	1	EA	\$ 116.00	THERMOPLASTIC PVMT MARKING, ARROW, TP 1	\$ 116.00
653-1804	600	LF	\$ 3.50	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	\$ 2,100.00
653-3501	50	GLF	\$ 2.00	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	\$ 100.00
660-1625	50	LF	\$ 400.00	UTILITY CONFLICT ADJUSTMENT - SEWER MAIN, DUCTILE IRON, 8 IN	\$ 20,000.00
660-2050	50	LF	\$ 500.00	UTILITY CONFLICT ADJUSTMENT - SEWER LATERAL	\$ 25,000.00

**REVISED BID PROPOSAL FORM 2.24.24-REPLACE ORIGINAL BID PROPOSAL FORM IN CONTRACT DOCUMENTS**

ITEM NUMBER	QTY	UNIT	UNIT PRICE	ITEM DESCRIPTION	TOTAL
668-4312	11	LF	\$ 500.00	STORM SEWER MANHOLE, TP 1, ADDL DEPTH, CL 2	\$ 5,500.00
668-4400	7	EA	\$ 20,797.00	STORM SEWER MANHOLE, TP 2	\$ 145,579.00
668-4411	5	LF	\$ 600.00	STORM SEWER MANHOLE, TP 2, ADDL DEPTH, CL 1	\$ 3,000.00
668-4412	12	LF	\$ 700.00	STORM SEWER MANHOLE, TP 2, ADDL DEPTH, CL 2	\$ 8,400.00
670-1010	150	LF	\$ 500.00	UTILITY CONFLICT ADJUSTMENT - WATER MAIN	\$ 75,000.00
670-5000	150	LF	\$ 400.00	UTILITY CONFLICT ADJUSTMENT - WATER SERVICE LINE	\$ 60,000.00
682-2120	8	EA	\$ 800.00	PULL BOX, TYPE 2	\$ 6,400.00
682-6232	2600	LF	\$ 47.00	DOUBLE CONDUIT, NONMETL, TP 3, 1.5 IN	\$ 122,200.00
682-6233	300	LF	\$ 20.00	TRIPLE CONDUIT, NONMETL, TP 3, 2 IN	\$ 6,000.00
682-7065	12750	LF	\$ 50.00	CONDUIT DUCT BANK, 4 IN	\$ 637,500.00
682-7066	6000	LF	\$ 50.00	CONDUIT DUCT BANK, 6 IN	\$ 300,000.00
682-7070	600	LF	\$ 165.00	CONDUIT DUCT BANK (DIRECTIONAL BORE INSTALLATION), 4 IN	\$ 99,000.00
682-7071	200	LF	\$ 148.00	CONDUIT DUCT BANK (DIRECTIONAL BORE INSTALLATION), 6 IN	\$ 29,600.00
682-9027	31	EA	\$ 2,800.00	COMMUNICATIONS BOX	\$ 86,800.00
682-9950	110	LF	\$ 40.00	DIRECTIONAL BORE, 7 IN	\$ 4,400.00
700-9300	150	SY	\$ 22.50	SOD	\$ 3,375.00
702-0030	33	EA	\$ 510.00	ACER RUBRUM - 'JFS-KW78' (ARMSTRONG GOLD® MAPLE), 2 IN CAL	\$ 16,830.00
702-0120	26	EA	\$ 884.00	CARPINUS CAROLINIANA - 'CCMTF1' (COLLYNAIR® AMERICAN HORNBEAM), 2 IN CAL	\$ 22,984.00
702-0290	14	EA	\$ 1,190.00	GINKGO BILOBA - 'JFS-UGA2' TM (GOLDEN COLONNADE® MAIDENHAIR TREE), 2 IN CAL	\$ 16,660.00
702-1081	7	EA	\$ 561.00	ULMUS AMERICANA - 'PRINCETON' (PRINCETON AMERICAN ELM), 2 IN CAL	\$ 3,927.00
703-4200	68	EA	\$ 6,449.00	TREE WELL	\$ 438,532.00
900-0040	150	SF	\$ 10.50	BRICK PAVERS (RESET)	\$ 1,575.00
<b>Subtotal (Local Funding Items)</b>					<b>\$ 2,712,853.00</b>
<b>Total Bid Proposal (INODIC + Local)</b>					<b>\$ 8,196,318.00</b>

Bidding Company Name: WILSON CONSTRUCTION MANAGEMENT, LCC

Authorized Bidding Rep. Signature & Title 

## SECTION 0300 - GENERAL CONDITIONS

### 0301 CONTRACT AND CONTRACT DOCUMENTS

The Contract Documents as hereinafter enumerated in Paragraph 2 of the General Conditions, shall form this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were fully set forth. The Table of Contents, Titles, Headings, Running Headlines and Marginal Notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way effect, limit or cast light on the interpretation of the provisions to which they refer.

### 0302 DEFINITIONS

The following terms as used in this contract are respectively defined as follows:

- 0302.01 Contractor - A person, firm or corporation with whom the contract is made by the Owner.
- 0302.02 Contract Documents - The Contract Documents are composed of the Advertisement for Bids; Instructions to Bidders; Bid Package; Form of Proposal, General Conditions, Supplementary Conditions, Special Conditions, Detail Specifications, Form of Contract, Form of Bond(s), Addenda and the drawings including all changes incorporated herein before their execution.
- 0302.03 Project Representative - Refers to the authorized representative of the Owner, who is assigned to the site or any part thereof.
- 0302.04 Owner - The party of the First Part in the accompanying Contract, and meaning the CITY OF DALTON, GEORGIA.
- 0302.05 Subcontractor - A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with the contractor for performance of a part of the work at the site.
- 0302.06 Work on (at) the Project - Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.

### 0303 CORRELATION AND INTENT OF DOCUMENTS

The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

0303.01 The intent of the documents is to describe all construction entailed in this project. The contractor will furnish all labor and materials, equipment, transportation, tools and appurtenances such as may be reasonably required under the terms of the contract to make each part of the work complete.

0303.02 The Drawings are intended to conform and agree with the Specifications; if, however, discrepancies occur, the Owner will decide which shall govern. Special specifications stated on the Drawings govern that particular piece of construction and have equal weight and importance as the printed specifications. In the event of any discrepancies between the Drawings and the figures written thereon, the figures are to be taken as correct.

#### 0304 MATERIALS, SERVICES AND FACILITIES

0304.01 It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time. It is further understood that in providing materials, labor, tools, equipment, water, light, power, superintendence, or any other expense associated with the Contract the Contractor may not take advantage of the City's tax exempt status.

0304.02 Any work necessary to be performed by the Contractor to complete the project on time after regular working hours, on Sundays or Legal Holidays, shall be performed without additional expense to the Owner.

#### 0305 CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims and/or encumbrances.

#### 0306 MATERIALS FURNISHED BY THE CONTRACTOR

All materials used in the work including equipment shall be new and unused materials of a reputable U.S. Manufacturer conforming to the applicable requirements of the Specifications, and no materials shall be used in the work until they have been approved by the Owner. The Contractor shall furnish all materials necessary except as otherwise specifically noted or specified.

#### 0307 INSPECTION AND TESTING OF MATERIALS

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All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

### 0308 PATENTS

- 0308.01 The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.
- 0308.02 License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the Owner and not by or through the Contractor.
- 0308.03 If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, arising from the use of such design, device, or materials or in any way involved in the work, the Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from all claims for infringement by the reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

### 0309 SURVEYS, PERMITS AND REGULATIONS

- 0309.01 Unless otherwise expressly provided for in the Specifications, the Owner will furnish to the Contractor any control alignment and bench mark data from previous engineering surveys.
- 0309.02 The Contractor shall procure and pay all permits, licenses and approvals necessary for the execution of his contract. The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.



### 0310 CONTRACTOR'S OBLIGATIONS

- 0310.01 The Contractor shall and will, in good workmanlike manner do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the plans and drawings covered by this contract, any and all supplemental plans and drawings and in accordance with the directions of the Owner as given from time to time during the progress of the work. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required. He alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure of their improper construction, maintenance or operation.
- 0310.02 The Contractor shall observe, comply with and be subject to all terms, conditions, requirements, and limitations of the Contract and specifications and shall do, carry on, and complete the entire work to the satisfaction of the Owner.
- 0310.03 Contractor shall be required to submit a construction schedule, for all stages of the project through completion to the Owner prior to beginning construction services specified within awarded contract.

### 0311 CONTRACTOR'S RESPONSIBILITY

The Contractor shall be responsible for all material and work until they are finally accepted by the Owner and shall repair at his own expense any damage that they sustain before their final acceptance. The Contractor shall be responsible for all damages caused by him of whatever nature and must settle all claims arising from such damage without cost to the Owner; he shall act as defendant in, and bear the expense of each and every suit of any and every nature which may be brought against him or the Owner, by reason of, or connected with the work under the Contract. Should any claim arise, the Owner may hold back sufficient money to meet said claims or until the Contractor has satisfied the Owner that all claims against him as the result of his work have been adjusted. He must also show that there are no claims or liens whatsoever outstanding at the completion of his contract before final payment is made. The contractor is additionally responsible for acting in accordance with its obligations to the Owner in adhering to the Terms of its grant program as laid out in Section 0500 and its attachments.

### 0312 WEATHER CONDITIONS

In the event of temporary suspension of work, or during inclement weather, or

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whenever the Owner shall direct, the Contractor will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Owner, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

### 0313 SAFETY PROVISIONS

0313.01 The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Sec.107 of the Contract Work Hours and Safety Standards Act (PL 91-54).

0313.02 The Contractor shall be responsible for the Safety, efficiency and adequacy of his plant, appliances and methods, and for any damage which may result from their failure of their improper construction, maintenance and operation.

0313.03 The Contractor shall employ, when necessary, watchmen on the work and shall, when necessary, erect and maintain such strong and suitable barriers and such light as will effectually prevent the happening of any accident to health, limb or property.

### 0314 SANITARY PROVISIONS

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply with the regulations of the State Board of Health and all local ordinances. No nuisance will be permitted.

### 0315 PUBLIC CONVENIENCE AND SAFETY

Materials stored at the site of the work shall be so placed and the work shall, at all times, be so conducted as to cause no greater obstruction to traffic than is considered permissible by the Owner. No roadway shall be closed or opened except by express permission of the Owner and the Contractor's proper notification of local fire and police departments. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment and other hazards shall be guarded in accordance with the safety provisions of the manual of Accident Prevention in Construction, published by the Associated General Contractors of America to extent that such provisions are not in contravention of applicable laws.

### 0316 PROTECTION OF WORK AND PROPERTY - EMERGENCY

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract or by the Owner, or his duly authorized representative.

- 0316.01 In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Owner in a diligent manner. He shall notify the Owner immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Owner for approval.
- 0316.02 Where the Contractor has not taken action but has notified the Owner of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Owner.
- 0316.03 The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 0327 of the General Conditions.

#### 0317 INSPECTION

The authorized representatives and agents of the Owner shall be permitted to observe all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records.

#### 0318 REPORTS, RECORDS AND DATA

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.

#### 0319 SUPERINTENDENCE BY CONTRACTOR

At the site of the work, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Owner and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

#### 0320 COMPETENT LABOR

- 0320.01 The Contractor shall employ only competent and skilled workers on the project. The Contractor shall have a competent superintendent or foreman

present at all times when the work is in progress and with authority to receive orders and execute the work.

- 0320.02 The Contractor shall, upon demand from the Owner, immediately remove any superintendent, foreman or worker whom the Owner may consider incompetent or undesirable.

0321 CONSTRUCTION EQUIPMENT

The Contractor shall provide all necessary equipment in good repair for the expeditious construction of the work. Any equipment not adapted for the work, in such repair as to be dangerous to the project or workers, shall not be used.

0322 CHANGES IN THE WORK

- 0322.01 Without invalidating the Agreement, the Owner may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Paragraph 0323. A Change Order signed by the Contractor indicates his agreement therewith.
- 0322.02 The Owner may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the Contractor believes that any Field Order authorized by the Owner entitles him to an increase in the Contract Price or extension of Contract Time, he shall inform the Owner in writing of the amount of increased price or time associated with the Field Order, and he shall include reference to appropriate contract documents supporting the basis for the claim, and he shall not proceed with the work in question until a written decision has been rendered by the Owner.
- 0322.03 Any changes or additional work performed by the Contractor without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency.
- 0322.04 It is the Contractor's responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The Contractor will furnish proof of such adjustment to the Owner.

0322.05 The term Change Order is defined as a written order to the Contractor signed by the Owner which authorizes a change in the work or the contract price or the contract time issued after execution of the Agreement.

0322.06 The Contract Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without changing the Contract Price, except where authorized by Change Order.

### 0323 CHANGE IN CONTRACT PRICE

0323.01 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

0323.01.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

0323.01.2 By mutual acceptance of a lump sum (*which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 0323.04.2.1*).

0323.01.3 On the basis of the Cost of the Work (*determined as provided in Paragraphs 0323.04 and 0323.05*) plus a Contractor's Fee for overhead and profit (*determined as provided in Paragraphs 0323.4 and 0323.05*).

0323.02 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 0323.03.

0323.02.1 Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen

at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by Owner.

- 0323.02.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith.
- 0323.02.3 Payments made by Contractor to the Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such Bids to Owner who will then determine which Bids will be accepted.
- 0323.02.4 Costs of special consultants (*including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers, and accountants*) employed for services specifically related to the Work.
- 0323.02.5 Supplemental costs including the following:
  - 0323.02.5.1 The proportion of necessary transportation, traveling and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - 0323.02.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of Contractor.
  - 0323.02.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.
  - 0323.02.5.4 Sales, use or similar taxes related to the Work, and for which Contractor is liable, imposed by any governmental authority.
  - 0323.02.5.5 Deposits lost for causes other than Contractor's negligence, royalty payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

0323.02.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by Contractor in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee.

0323.02.5.7 The cost of utilities, fuel and sanitary facilities at the site.

0323.02.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

0323.02.5.9 Cost of premiums for additional Bonds and Insurance required because of changes in the Work.

0323.03 The term Cost of the Work shall not include any of the following:

0323.03.1 Payroll costs and other compensation of Contractor's officers, executives, principals (*of partnership and sole proprietorships*), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 0323.02.1 - all of which are to be considered administrative costs covered by the Contractor's Fee.

0323.03.2 Expenses of Contractor's principal and branch offices other than his office at the site.

0323.03.3 Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

0323.03.4 Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

0323.03.5 Other overhead or general expense costs of any kind and the costs of

any item not specifically and expressly included in Paragraph 0323.04.

0323.04 The Contractor's Fee which shall be allowed to Contractor for his overhead and profit shall be determined as follows:

0323.04.1 a mutually acceptable firm fixed price; or if none can be agreed upon.

0323.04.2 a fee based on the following percentages of the various portions of the Cost of the Work.

0323.04.2.1 for costs incurred under paragraphs 0323.02.1 and 0323.02.2, the Contractor's Fee shall be fifteen percent.

0323.04.2.2 for costs incurred under paragraph 0323.02.3, the Contractor's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to Contractor on account of overhead and profit of all Subcontractors shall be fifteen percent:

0323.04.2.3 no fee shall be payable on the basis of costs itemized under paragraphs 0323.02.4, 0323.02.5, and 0323.03;

0323.04.2.4 the amount of credit to be allowed by Contractor to Owner for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in Contractor's Fee by an amount equal to ten percent of the net decrease; and

0323.04.2.5 when both additions and credits are involved in any one change, the adjustment in Contractor's Fee shall be computed on the basis of the net change in accordance with paragraphs 0323.04.2.1 through 0323.04.2.4, inclusive.

0323.05 Whenever the cost of any Work is to be determined pursuant to Paragraph 0323.02 or 0323.03. Contractor will submit in form acceptable to Owner an itemized cost breakdown together with supporting data.

#### 0324 CHANGE OF THE CONTRACT TIME

The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to Owner within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless Owner allows an additional period of time to ascertain more accurate data. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.



- 0324.01 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefor as provided in Paragraph 0324. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by Owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.
- 0324.02 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Paragraph 0324 shall not exclude recovery for damages (*including compensation for additional professional services*) for delay by either party.

### 0325 CORRECTION OF WORK

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the review of the Owner who shall be the final judge of the quality and suitability of the work, material, processes of manufacture and methods of construction for the purpose for which they are used. Should they fail to meet his approval, they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Engineer shall be equitable. It is not intended that the Engineer should be liable for the Contractor's performance of the work nor for safety during construction.

### 0326 EXISTING UNDERGROUND UTILITIES AND STRUCTURES

- 0326.01 The Owners and/or operators of private or public utilities shall have access to such utility at all times, for the installation, maintenance, adjustment, repair and operation of said utility. No extra compensation will be allowed because of the delay or interference caused by such work.
- 0326.02 Wherever existing utilities are encountered which conflict in actual position and location with the proposed work, the Contractor shall promptly notify the Owner for resolution of the conflict.
- 0326.03 The Contractor shall be solely and directly responsible to the Owner and/or other operator of such utility properties for any damage, injury, expense, loss, inconvenience or delay, or for any suits, actions, claims of any character brought on account of any injuries or damages which may result from the carrying out of the work.

0327 SUBSURFACE CONDITIONS FOUND DIFFERENT

Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the plans or indicated in the specifications, he shall immediately give notice to the Owner of such conditions before they are disturbed. The Owner will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the plans or indicated in the specifications, he will at once make such changes in the plans and/or specifications as he may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 0323 of the General Conditions.

0328 CLAIMS FOR EXTRA WORK

No claim for extra work or cost shall be allowed unless the same was one in pursuance of a written order of the Owner and approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of Subparagraph 0322 of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

0329 RIGHT OF THE OWNER TO TERMINATE CONTRACT

In the event that any of the provisions of this contract are violated by the Contractor or by any of his Subcontractors, the Owner may serve written notice upon the Contractor and the surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the contract; provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site of the work and necessary therefor.

0330 CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the Owner, (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimate of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

### 0331 PAYMENTS TO CONTRACTORS

0331.01 The amount of Retainage Schedule shall be as follows:

- 0331.01.1 • 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;
- 0331.01.2 • 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.
- 0331.01.3 • This Contract is governed by O.C.G.A. § 13-10-2 through O.C.G.A § 13-10-80, 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.
- 0331.01.4 • 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.

- 0331.02 Where a project is under the jurisdiction of a Force Account Agreement between the Owner and the Georgia Department of Transportation, the Contractor shall maintain a *daily* report of the amount of completed work as shown in the bid proposal. A copy of the accepted report appears in Appendix A, if applicable, at the end of this section and may be reproduced for use on this project. The Contractor's representative shall certify by signature that the report is accurate on behalf of the Contractor for the Owner (*shown as "Utility" on the report*). The Project Engineer representing the Georgia Department of Transportation shall certify by signature that the report is accurate for the "State". A copy of each days report properly certified as required by this part shall accompany each progress payment request by the Contractor. The quantity of work completed shown on the progress payment request *must* be supported by an equal quantity shown on the daily report for that progress payment period. Payment requested for quantities of work not supported by a properly certified daily report(s) may *not* be recommended for payment by the Owner.
- 0331.03 In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration. Where a project is under the jurisdiction of a Force Account Agreement between the Owner and the Georgia Department of Transportation, however, material delivered on the site and preparatory work done may *not* be taken into consideration.
- 0331.04 All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.
- 0331.05 The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails to do so, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment

to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

- 0331.06 If at any time the Owner shall determine that the amount of work completed at that time is lagging behind the expired contract time by more than 20 percent, the Owner may determine that the Contractor is not faithfully performing on the contract and therefore the Owner may elect to withhold all monies and refrain from making any additional payments to the Contractor until such time as the Owner determines the work to be progressing satisfactorily.

### 0332 ACCEPTANCE AND FINAL PAYMENT

When the project provided for under this contract shall have been completed by the Contractor, and all parts of the work have been approved by the Owner according to the contract, the Owner shall, within ten (10) days unless otherwise provided, make final inspection and advise the Contractor as to preparing a final estimate, showing the value of work as soon as the necessary measurements and computations can be made, all prior certificates or estimates upon which payments have been being made are approximately only, and subject to correction in the final payment. The amount of the final estimates, less any sums that may have been deducted or retained under the provisions of this contract, will be paid to the Contractor within sixty (60) days after approval by the Owner, provided that the contractor has properly maintained and operated the project as specified under these specifications, and provided, that he has furnished to the Owner a sworn affidavit to the effect that all bills are paid and no suits are pending in connection with the work done or labor and material furnished under this contract. A sample affidavit appears at the end of this section to be considered as an example of an acceptable affidavit.

### 0333 PAYMENTS BY CONTRACTORS

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used, and (c) to each of his Subcontractors,

not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his Subcontractors to the extent of each Subcontractor's interest therein.

#### 0334 CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

0334.01 The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been reviewed by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until the insurance has been so obtained and reviewed.

0334.01.1 Contractor's Liability Insurance: Contractor shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the work and Contractor's other obligations under the Contract Documents, whether such performance is indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

0334.01.1.1 Claims under workers' or workmen's compensation, disability benefits and other similar employees benefit acts;

0334.01.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

0334.01.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

0334.01.1.4 Claims for damages insured by personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (ii) by any other person for any other reason.

0334.01.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

0334.01.1.6 Claims for damages because of bodily injury or death of any person or property damage arising out of the Ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph shall include the specific coverages and be written for not less than the limits of liability and

coverages provided in these specifications, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days prior written notice has been given to Owner. All such insurance shall remain in effect until final payment and at all times thereafter when Contractor may be correcting, removing or replacing defective work. In addition, Contractor shall maintain such completed operations insurance for at least one year after final payment and furnish Owner with evidence of continuation of such insurance at final payment. Renewal certificates shall be sent to the Owner 30 days prior to the expiration date of any policy required herein.

- 0334.02 Contractual Liability Insurance: The comprehensive general liability insurance required will include contractual liability insurance applicable to Contractor's obligations under separate contract and subcontracting.
- 0334.03 Unless otherwise provided in these General Conditions, Contractor shall purchase and maintain property insurance upon the work at the site to the full insurable value thereof (*subject to such deductible amounts as may be provided in these general conditions or required by law*). This insurance shall include the interest of Owner, Contractor and Subcontractors in the work, shall provide "all risk" insurance for physical loss and damage including but not limited to fire, lightning, windstorms, hail, smoke, explosion, riot, aircraft, vehicles, falling objects, flood, earthquake, theft, vandalism, malicious mischief, collapse, water damage and other perils, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (*including fees and charges of engineers, architects, attorneys and other professionals*). If not covered under the "all risk" insurance or otherwise provided in these General Conditions, Contractor shall purchase and maintain similar property insurance on portions of the work stored on and off the site or in transit when such portions of the work are to be included in an Application for Payment. The policies of insurance required to be purchased and maintained by Contractor in accordance with paragraphs c and d shall contain a provision that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days prior written notice has been given to the Owner.
- 0334.04 Contractor shall purchase and maintain such boiler and machinery insurance as may be required by these General Conditions or by law. This insurance shall include the interest of Owners, Contractor and Subcontractors in the work and shall provide coverage for all installed and

functional mechanical equipment for the full replacement value of the equipment.

0334.05 Owner shall not be responsible for purchasing and maintaining any property insurance to protect the interests of Contractor or Subcontractors in the work to the extent of any deductible amounts that are provided in the supplemental conditions. If Contractor wishes property insurance coverage within the limits of such amounts, Contractor may purchase and maintain it at his own expense.

0334.06 If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor, Owner will notify Contractor thereof within ten days of the date of delivery of such certificates, to Owner. Contractor will provide to the Owner such additional information in respect of insurance provided by him as Owner may reasonably request. The right of the Owner to review and comment on Certificates of Insurance is not intended to relieve the Contractor of his responsibility to provide insurance coverage as specified nor to relieve the Contractor of his liability for any claims which might arise.

0334.07 Partial Utilization - Property Insurance: If Owner finds it necessary to occupy or use a portion or portions of the work prior to Substantial Completion of all the work, such use or occupancy may be accomplished provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

0334.08 The Contractor shall carry and maintain Combined Excess Liability (*Umbrella*) Insurance for a limit of not less than the following:

Each Occurrence:	\$3,000,000
Aggregate:	\$3,000,000

0334.09 The limits of liability for the insurance required by paragraph 334.1.1. of the General Conditions shall provide coverage for not less than the following amounts or greater where required by law:

For claims under Worker's Compensation:

State	Statutory
Federal	Statutory



Employer's Liability – Each Accident:	\$1,000,000
Employer's Liability – Disease – Each Employee:	\$1,000,000
Employer's Liability – Disease – Policy Limit:	\$1,000,000

If the Contractor chooses to maintain a policy with a maximum of the state mandated amounts of \$100,000 per accident, \$100,000 for disease per employee and a disease policy limit of \$500,000, the Contract required minimum of \$1,000,000 can be achieved by the excess liability policy required.

**General Liability Provided Per Occurrence (City of Dalton, GA must be shown as an additional insured.)**

Each Occurrence (Bodily and Property Damage Included):	\$1,000,000
Fire Damage ( <i>Any One Fire</i> ):	\$50,000
Medical Expense ( <i>Any One Person</i> ):	\$5,000
Personal and Adv Injury, With Employment Exclusion Deleted:	\$1,000,000
General Aggregate ( <i>Per Project</i> ):	\$2,000,000
Products and Completed Operations Aggregate:	\$1,000,000

Notes: Property Damage Liability Insurance will provide explosion, collapse and underground hazard coverages where applicable. Each detonation of blasting shall be considered a single occurrence. General Liability shall include Contractual Liability as stipulated.

Comprehensive Automobile Liability:

Combined Single Limit Per Occurrence, For Any and All Autos, Including Bodily Injury and Property Damage:	\$1,000,000
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- 0334.10 Scope of Insurance and Special Hazards - The amounts stated above are minimum amounts of insurance to be carried. The Contractor shall carry such additional insurance as may be required to provide adequate protection of the Contractor and his Subcontractors, respectively, against any and all damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by his and, also, against any of the special hazards which may be encountered in the performance of this Contract.

Where the scope of work involves crossing of a railway and/or railway rights-of-way, Contractor shall be required to furnish railway with a Railroad

Protective Liability Insurance Policy naming railway as the named insured and issued to the Contractor with a combined single limit of \$2,000,000 for all damages arising out of bodily injury, death, property damage liability and physical damage to property liability per occurrence with an aggregate limit of \$6,000,000.

**0334.11 Certificate Holder should read:**

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

0334.12 Insurance company must have an A.M. Best Rating of A-6 or higher. Insurance company must be licensed to do business by the Georgia Secretary of State. Insurance company must be authorized to do business in the State of Georgia by the Georgia Insurance Department.

**0335 CONTRACT SECURITY**

The Contractor shall furnish a Construction Performance Bond in an amount at least equal to one hundred percent (100%) of the contract prices as security for the faithful performance of this contract and also a Construction Payment Bond in an amount at least equal to one hundred percent (100%) of the contract price or in a penal sum not less than that prescribed by State, Territorial or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.

The surety company issuing the above required Construction Performance Bond must have an A.M. Best Rating of A-6 or higher. The surety company must be licensed to do business by the Georgia Secretary of State. Insurance company must be authorized to do business in the State of Georgia by the Georgia Insurance Department.

**0336 ADDITIONAL OR SUBSTITUTE BOND**

If at any time the Owner for justifiable cause shall be or become dissatisfied with any Surety or Sureties, then upon the Construction Performance or Payment Bonds, the Contractor shall within five (5) days after notice from the Owner to do so, substitute an acceptable bond (*or bonds*) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.

0337 LIEN

Neither the final payment nor any part of the retained percentage will become due until the Contractor, if required, shall furnish the Owner a complete release from any liens which may arise out of this contract, or receipts in full in lieu thereof, and if required in either case, an affidavit that insofar as he has knowledge or information, the release and receipts include all materials, for which a lien might be filed. The Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify it against any lien. If a lien shall remain unsatisfied after all payments are made, then the Contractor shall refund to the Owner all monies which the latter may be compelled to pay in discharging such lien, including all incidental costs and attorney's fees.

0338 ASSIGNMENTS

The Contractor shall not assign the whole or any part of this contract or any money due to or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or part of any money due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assigned in and to any money due or to become due to the Contractor shall be subject to prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

0339 MUTUAL RESPONSIBILITY OF CONTRACTORS

If through acts of neglect on the part of the Contractor, any other Contractor or subcontractor, shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

0340 COORDINATION WITH OTHER CONTRACTORS

The Contractor shall coordinate his operations with those of other contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his Subcontractors shall keep informed of the progress and the detail work of other Contractors and shall notify the Owner immediately of lack of progress or defective workmanship on the part of other contractors. Failure of a Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

### 0341 SUBCONTRACTING

The Contractor shall utilize the service of specialty subcontractor on those parts of the work which, under normal contracting practices, are performed by specialty Subcontractors. Provided - that if the Owner shall determine that the specialty work in question has been customarily performed by the Contractor's own organization and that such organization is presently competent to perform such work, the Contractor shall be permitted to do so. Provided, further - that if the Owner shall determine that the performance of any specialty work be specialty Subcontractors will result in materially increased costs or inordinate delays, the requirements of this paragraph shall not apply.

- 0341.01 The Contractor shall not be allowed to award work to any subcontractor prior to written approval of the Owner, which approval will not be given until the Contractor submits to the Owner, a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.
- 0341.02 The Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- 0341.03 The Contractor shall cause appropriate provisions to be inserted in all Subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.
- 0341.04 Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

### 0342 USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

- 0342.01 To take every precaution against injuries to persons or damage to property;
- 0342.02 To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Contractors;
- 0342.03 To place upon the work or any part thereof only such loads as are consistent

with the safety of that portion of the work.

0342.04 To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;

0342.05 Before final payment to remove all surplus material, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat orderly condition;

### 0343 QUANTITIES OF ESTIMATE

Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this Contract, and such increase or diminution shall in no way vitiate this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

### 0344 RIGHTS-OF-WAY AND SUSPENSION OF WORK

The Owner shall furnish all land and rights-of-way necessary for the carrying out of this Contract and the completion of the work herein contemplated and will use due diligence in acquiring said land and rights-of-way as speedily as possible. But it is possible that all lands and rights-of-way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin his work upon such land and rights-of-way as the Owner may have previously acquired, and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining lands and rights-of-way. Should the Owner be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of any litigation, or by reason of its inability to procure any lands or rights-of-way for the said work, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, or, to withdraw from the contract except by consent of the Owner, but time for completion of the work will be extended to such time as the Owner determines will compensate for the time lost by such delay, such determination to be set forth in writing.

### 0345 GUARANTY

0345.01 All work constructed under this contract shall be fully guaranteed by the Contractor for a period of one year from the date of final inspection and acceptance by the Owner. This guarantee shall cover any and all defects in workmanship or materials that may develop in this specified time, and any

failure in such workmanship or materials shall be repaired or replaced to the satisfaction of the Owner by the Contractor at his own expense.

- 0345.02 Neither the final certificate of payment nor any provision in the contract documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

0346 CONFLICTING CONDITIONS

Any provisions in any of the contract documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.

0347 NOTICE AND SERVICE THEREOF

Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail or email, to the said Contractor at his last given address, or delivered in person to the said Contractor or his authorized representative on the work.

0348 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

0349 SUSPENSION OF WORK

Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

0350 PROTECTION AND RESTORATION OF PROPERTY

- 0350.01 The Contractor shall not enter upon private property for any purpose without first obtaining permission, and he shall use every precaution necessary to

prevent damage or injury to any public or private property, trees, fences, monuments, underground structures, etc., on and adjacent to the site of the work. He shall protect carefully, from disturbance or damage, all land monuments and property marks until an authorized agent has witnessed or otherwise referenced their location, and shall not remove them until directed.

0350.02 Except as specifically provided in the Contract Documents, the Contractor shall not do any work that would affect any railway track, pipeline, telephone, telegraph, or electric or transmission line, or other structure nor enter upon the right-of-way or other lands appurtenant thereto, until authority therefore has been secured from the proper parties. The Contractor shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference, or delay resulting from his requirement, except as specifically provided in the contract.

0350.03 The Contractor shall be responsible for all damage or injury to property of any character resulting from any act, omission, neglect, or misconduct in his manner or method of executing said work, or due to his nonexecution of said work, or at any time due to defective work or materials, and he shall not be released from said responsibility until the work shall have been completed and accepted.

0350.04 When or where any direct or indirect damage or injury is done to public or private property by, or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof on the part of the Contractor, he shall restore at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring, as may be directed, or he shall make good such damage or injury in an acceptable manner.

#### 0351 RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor shall be responsible for all injury or damage of any kind resulting from his work, to persons or property. The Contractor hereby assumes the obligation to indemnify and save harmless the Owner including associates, agents and representatives, from every expense, liability, or payment arising out of or through injury to any person or persons including death and loss of services, or damage to property, regardless of who may be the Owner of the property, suffered through any cause whatsoever in the construction work involved in the contract and to defend on their behalf any suit brought against them arising from any such cause.

#### 0352 INTEREST OF FEDERAL, STATE OR LOCAL OFFICIALS

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No Federal, State or Local official shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

**0353 OTHER PROHIBITED INTERESTS**

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

**0354 USE OF CHEMICALS**

All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either E.P.A., or U.S.D.A. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

**0355 MAINTENANCE OF TRAFFIC**

0355.01 The Contractor shall notify the Owner and the appropriate department of transportation prior to performing any work which disrupts normal flow of traffic, and shall utilize appropriate warning signs, flagmen and other procedures necessary to ensure safety and minimize inconvenience to the public.

**0356 ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE**

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the Construction Performance and Payment Bond.



0357 OWNER'S RIGHT TO SUSPEND WORK

The Owner shall have the authority to suspend the work, wholly or in part as he may deem necessary because of conditions unsuitable for proper prosecution of the work or failure on the part of the Contractor to carry out the provisions or to meet the specified requirements. The Contractor shall not suspend operations without the Owner's permission.

0358 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 0358.01 It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are **ESSENTIAL CONDITIONS** of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "NOTICE TO PROCEED."
- 0358.02 The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- 0358.03 If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.
- 0358.04 The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.
- 0358.05 It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where, under the contract, an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this

contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

0358.05.1 To any preference, priority or allocation order duly issued by the Government;

0358.05.2 To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather

0358.06 Provided, further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay, and notify the Contractor within a reasonable time of its decision in this matter.

0359 GOVERNING LAW; VENUE

0359.01 The Contract Documents shall be governed by the law of the State of Georgia. The exclusive jurisdiction and venue for any action rising out of this Agreement shall be the Superior Court of Whitfield Georgia, and the parties hereby waive any and all objections or defenses thereto.

.....END OF SECTION .....

AFFIDAVIT FOR FINAL PAYMENT AND RELEASE OF LIENS

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

FROM: \_\_\_\_\_ (Contractor)

TO: CITY OF DALTON, GEORGIA (Owner)

RE: Contract entered into the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the above mentioned parties for the construction of the project entitled PENTZ AND CUYLER STREET CORRIDOR IMPROVEMENTS PROJECT.

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned hereby certifies that all work required under the above Contract has been performed in accordance with the terms thereof, that all material-men, sub-contractors, mechanics, and laborers have been paid and satisfied in full and that there are not outstanding claims of any character arising out of the performance of the Contract which have been paid and satisfied in full.
2. The undersigned further certifies that to the best of their knowledge and belief there are not unsatisfied claims for damages resulting from injury or death to any employees, sub-contractors, or the public at large arising out of the performance of the Contract or any suits or claims for any other damage of any kind, nature or description on which might constitute a lien upon the property of the Owner.
3. The undersigned makes this final affidavit as provided by the Contract and agrees that acceptance of final payment shall constitute full settlement of all claims against the Owner arising under or by virtue of the Contract.
4. IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this day of \_\_\_\_\_, \_\_\_\_\_.

SIGNED: \_\_\_\_\_ (SEAL)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

Personally appeared before the undersigned who after being duly sworn, deposes and says that the facts stated in the above affidavit are true.

This \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Notary Public: \_\_\_\_\_ SEAL

My Commission Expires: \_\_\_\_\_,

\_\_\_\_\_ County,

SECTION 0400 – GENERAL NOTES

1. THE DATA, TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS/BID PACKAGE, OR IN ANY WAY INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED UPON FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS. HOWEVER, THE SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED AND DO NOT BIND THE CITY OF DALTON IN ANY WAY. THE ATTENTION OF THE BIDDER IS SPECIFICALLY DIRECTED TO GEORGIA DEPARTMENT OF TRANSPORTATION SPECIFICATION SECTIONS 102.04, 102.05, AND 104.03 OF THE SPECIFICATIONS.
2. ALL WORK ASSOCIATED WITH THIS CONTRACT SHALL BE DONE IN ACCORDANCE WITH THE MOST CURRENT GEORGIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, SPECIAL PROVISIONS, CONSTRUCTION DETAILS, AND THE PLANS PREPARED BY GOODWYN MILLS CAWOOD INCLUDED IN EXHIBIT A.
3. THE CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE (WHERE APPLICABLE) SUCH THAT WATER DOES NOT POND ON FINISHED SURFACES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL DRAINAGE STRUCTURES WITHIN THE LIMITS OF THE PROJECT THROUGHOUT THE DURATION OF THE PROJECT. ANY DEBRIS THAT GOES INTO DRAINAGE STRUCTURES SHALL BE CLEANED OUT BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE CITY.
5. TRAFFIC CONTROL SHALL BE PERFORMED IN ACCORDANCE WITH PART 6 OF THE 2009 MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS. A CERTIFIED FLAGGER WILL BE REQUIRED FOR THIS PROJECT.
6. THE CONTRACTOR WILL BE RESPONSIBLE FOR COORDINATING WITH DALTON UTILITIES AND OTHER UTILITY AGENCIES FOR THE COORDINATION AND ADJUSTMENTS (IF APPLICABLE) OF ALL UTILITIES LOCATED WITHIN THE PROJECT LIMITS.
7. CONTRACTOR IS REQUIRED TO CALL GA 811 OR FILE ONLINE A UTILITY LOCATE REQUEST PRIOR TO COMMENCING WORK AND MAINTAIN ACTIVE LOCATE FOR THE DURATION OF THE PROJECT.
8. TIME OF WORK RESTRICTIONS – NO WORK SHALL BE PERFORMED BETWEEN THE HOURS OF 7:00 PM AND 7:00 AM MONDAY THROUGH FRIDAY. DAMAGES FOR FAILURE TO OBSERVE TIME OF WORK RESTRICTIONS SHALL BE ASSESSED TO THE CONTRACTOR AT THE RATE OF \$200 PER HOUR. CONTRACTOR IS REQUIRED SUBMIT REQUESTS IN WRITING TO THE PUBLIC WORKS PROJECT MANAGER FOR ALL WORK THAT TAKES PLACE OUTSIDE OF ALLOWED TIMES AND DAYS, AND SHALL BE PERMITTED UPON WRITTEN APPROVAL AT THE DISCRETION OF THE CITY.

CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR NOTIFYING IN ADVANCE ALL BUISNESSES LOCATED ADJACENT TO APPROVED AFTER HOURS WORKING AREAS PRIOR TO COMMENCING.

9. COORDINATION OF PROJECT WITH OWNERS – CONTRACTOR SHALL CONTINUOUSLY MAKE A GOOD FAITH EFFORT TO COORDINATE WORK ACTIVITIES WITH THE ADJACENT PROPERTY OWNERS AFFECTED BY THE PROJECT.
10. CONTRACTOR IS REQUIRED TO FURNISH THE CITY AN AS-BUILT SURVEY OF THE IMPROVEMENTS FROM A LICENSED SURVEYOR UPON COMPLETION OF THE PROJECT. NO SEPARATE PAYMENT WILL BE MADE FOR THIS SURVEY AND THE EXPENSE SHOULD BE INCLUDED IN GRADING COMPLETE.
11. THE CONTRACTOR SHALL PERFORM THE INSTALLATION OF THE UNDERGROUND DUCT BANK PORTION OF THE PROJECT AS EXPEDITIOUSLY AS POSSIBLE. ONCE THE UNDERGROUND DUCT BANK AND ASSOCIATED PULL BOXES ARE INSTALLED, THE CONTRACTOR SHALL GIVE NOTICE IN WRITING TO THE CITY OF DALTON INDICATING THAT THE UNDERGROUND DUCT BANK IS COMPLETE AND READY FOR THE UTILITY INSTALLATION. ONCE THE CITY HAS RECEIVED THE CONTRACTOR'S OFFICIAL NOTIFICATION, THE CITY WILL IMMEDIATELY NOTIFY THE UTILITY PROVIDERS TO COMMENCE WITH THE RELOCATION OF THEIR OVERHEAD UTILITIES INTO THE NEWLY CONSTRUCTED UNDERGROUND DUCT BANK. THE UTILITY POLES WILL BE REMOVED BY DALTON UTILITIES AFTER ALL OF THE UTILITY PROVIDERS HAVE COMPLETED THEIR RELOCATION AND REMOVED THEIR OVERHEAD FACILITIES. THE CONTRACTOR SHALL SEQUENCE AND SCHEDULE HIS WORK ACCORDINGLY IN ORDER TO CONTINUE WORKING WHILE THE UTILITY RELOCATION WORK IS BEING PERFORMED. IN THE EVENT THE UTILITY RELOCATION WORK IN GENERAL OR THE OVERALL DURATION OF THE UTILITY RELOCATION WORK PREVENTS THE CONTRACTOR FROM MAKING REASONABLE PROGRESS ON A CONTROLLING ITEM OF WORK, THE CONTRACTOR SHALL SUBMIT A CLAIM IN WRITING FOR AN EXTENSION IN THE CONTRACT TIME IN ACCORDANCE WITH THE REQUIREMENTS OF PARAGRAPH 0324 OF THE GENERAL CONDITIONS OF THE CONTRACT DOCUMENTS. IF THE CONTRACTOR'S REASONS FOR THE TIME EXTENSION ARE ACCEPTABLE TO THE CITY, THE CONTRACT TIME WILL BE EXTENDED IN AN AMOUNT EQUAL TO TIME LOST DUE TO THE UTILITY DELAYS THAT ARE BEYOND THE CONTROL OF THE CONTRACTOR.

## SECTION 0500 – SPECIAL NOTES

1. The Contractor acknowledges that the PENTZ AND CUYLER STREET CORRIDOR IMPROVEMENTS PROJECT herein described is being undertaken in part or in whole using funds derived from the 'American Rescue Plan Act Improving Neighborhood Outcomes in Disproportionately Impacted Communities Grant Program' which is administered by the Governor's Office of Planning and Budget (The "Grant").
2. The Contractor acknowledges that the Grant is administered by a political subdivision of the State of Georgia, and the money derived therefrom is subject to laws, rules, and regulations proscribed by the State of Georgia.
3. The Contractor acknowledges that the Grant is funded by the Federal Government of the United States, and the money derived therefrom is subject to the laws, rules, and regulations proscribed by the United States.
4. The Contractor affirms and warrants that it has received and reviewed the document entitled 'American Rescue Plan Act Improving Neighborhood Outcomes in Disproportionately Impacted Communities Grant Program TERMS AND CONDITIONS' along with its attachments (the "Terms").
5. The Contractor affirms and warrants that it understands the obligations of the City, which is styled as the 'Grantee' in the Terms, and any contractor or subcontractor of the City.
6. The Contractor affirms and warrants to the City that it will refrain from taking any action, or inaction, which may result in a violation of the Terms by the City, with special consideration given to:
  - a. Paragraph 2.4 'Performance Period'
  - b. Paragraph 2.5 'General Responsibility and Compliance'
  - c. Paragraph 2.7 'Public Information and Meetings'
  - d. Paragraph 2.9 'False Statements by Grantee'
  - e. Paragraph 2.10 'Conflict of Interest Safegaurds'
  - f. Paragraph 2.11 'Fraud, Waste and Abuse'
  - g. Paragraph 2.16 'Required Assurances'
  - h. Paragraph 2.17 'System for Award Management (SAM) Requirements'
  - i. Paragraph 3.1 'E-Verify'
  - j. Paragraph 3.2 'Compliance with Federal Law, Regulations and Executive Orders'
  - k. Paragraph 3.3 'Clean Air Act'
  - l. Paragraph 3.4 'Federal Water Pollution Control Act'
  - m. Paragraph 3.5 'Energy Conservation'
  - n. Paragraph 3.6 'Procurement of Recovered Materials'
  - o. Paragraph 3.7 'Copyright, Patents, and Intellectual Property Rights'
  - p. Paragraph 3.10 'Reporting Requirements'
  - q. Paragraph 5.1 'Cooperation with Monitoring, Audits, Records Requirements, Assessments and Evaluations'
  - r. Paragraph 6.1 'Prohibited Costs'
  - s. Paragraph 6.2 'Political Activities'
  - t. Paragraph 7.2 'Reporting'
  - u. Exhibit A 'Grantee Assurances'
7. The Contractor will not frustrate efforts by the City to fulfill their obligations under the Terms by withholding documentation which may be necessary for reporting or audits without good cause shown.
8. The Contractor affirms and warrants that it will not use Grant funds for political activities.

9. The Contractor affirms and warrants it will abide by the requirements of Paragraph 6 of Exhibit A 'Grantee Assurances' of the Terms.
10. The Contractor acknowledges that a violation of the Special Notes listed here will constitute a breach of the Contract.

#### SECTION 0501 – EQUAL OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant



to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

SECTION 0600 – SPECIAL PROVISIONS

0601 PROJECT SPECIAL PROVISIONS

All special provisions listed on this page shall apply to this project, Pentz and Cuyler Street Corridor Improvements Project. See the following pages for the special provisions:

**Section 108 – Prosecution and Progress**

**Section 150 – Traffic Control**

**Section 150.6 – Traffic Control (Special Conditions)**

**Section 163 – Miscellaneous Erosion Control Items**

**Section 213 – Borrow Material (Local Sand or Sand-Gravel Backfill)**

**Section 500 – Concrete Structures**

**Section 660 – Gravity Sewer Mains and Accessories**

**Section 670 – Water Mains and Accessories**

**Section 700 – Grassing**

**Section 703 – Tree Wells, Tree Walls, and Root Protection**

**Section 890 – Seed and Sod**

**Section 893 – Miscellaneous Planting Materials**

**Section 900 – Brick Pavers**

.....END OF SECTION .....

**CITY OF DALTON**  
**PENTZ AND CUYLER STREET CORRIDOR IMPROVEMENTS**  
**PROJECT**

**SPECIAL PROVISION**

**Section 108 - Prosecution and Progress**

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*Retain Sub-Section 108.08 of the Georgia D.O.T. Standard Specifications as written and add the following:*

**C. Intermediate Contract Time**

**1. Special Conditions – Roadway**

Failure to reopen the lane closure as specified in Special Provision 150.6 will result in the assessment of Liquidated Damages at the rate of \$1,000 per day.

When provided notice from the City, Failure to maintain or establish traffic control devices and layout as specified in Special Provision 150 will result in the assessment of liquidated damages in accordance with the Schedule of Deductions for Each Calendar Day of Deficiencies of Traffic Control Installation and/or Maintenance as specified in Sub-Section 150.07.01 of Special Provision 150.

All liquidated damages specified above are cumulative and are in addition to those which may be assessed in accordance with the contract for failure to complete the overall project.

## CITY OF DALTON PENTZ AND CUYLER STREET CORRIDOR IMPROVEMENTS PROJECT

### SPECIAL PROVISION

#### Section 150—Traffic Control

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##### 150.1 General Description

This section, as supplemented by the Plans, Specifications, and Manual on Uniform Traffic Control Devices (MUTCD) shall be considered the Temporary Traffic Control (TTC) Plan in accordance with Work Zone Safety and Mobility Policy. Activities shall consist of furnishing, installing, maintaining, and removing necessary traffic signs, pedestrian signs, barricades, lights, signals, cones, pavement markings and other traffic control devices and shall include flagging and other means for guidance and protection of vehicular and pedestrian traffic through the Work Zone. This Work shall include both maintaining existing devices and installing additional devices as necessary in construction work zones.

The Contractor shall be responsible for the maintenance of traffic signals and Advanced Traffic Management System (ATMs) devices from the time that the system is modified until final acceptance. The maintenance of traffic signals and ATMs devices that are not a part of the Work and that are not in conflict with any portion of the Work shall not be the responsibility of the Contractor. However, the Contractor is still responsible for damages to all devices that he or his subcontractors cause, in accordance with Section 107 and other Specifications.

When any provisions of this Specification or the Plans do not meet the minimum requirements of the MUTCD, the MUTCD shall control. The 2009 Edition of the MUTCD including revisions shall be in effect for the duration of the project.

All traffic control devices used during the construction of the project shall meet the standards utilized in the MUTCD, and shall comply with the requirements of these Specifications, Georgia Construction Standards and Details, Project Plans, Design Manuals, and Special Provisions.

The needs and control of all road users (motorists, bicyclists and pedestrians within the highway right-of-way and easements, including persons with disabilities in accordance with the Americans with Disabilities Act of 1990 (ADA), Title II, Paragraph 35.130) through a Temporary Traffic Control (TTC) zone shall be an essential part of highway construction, utility work, maintenance operations and management of traffic incidents.

Utilities included in the Contract are bound by Special Provision 150 and shall follow its requirements. For utilities not included in the Contract but working within the project limits, they shall, at a minimum follow the MUTCD. Moreover, in accordance with Utility Accommodation Policy and Standards Manual dated 2016, the Engineer reserves the right to require additional certified flaggers, signs, warning lights, channelization devices, and other safety devices as may be necessary to properly protect, warn, and safeguard the traveling public. In addition, the Department reserves the right to place time restrictions or moratoriums on all utility work covered under a permit when, in the opinion of the Department, the continuance of the Work would seriously hinder traffic flow, be needlessly disruptive, or would unnecessarily inconvenience the traveling public. In case of emergencies, Utilities shall be provided access in accordance with Utility Accommodation Policy and Standards Manual.

##### 150.1.01 Definitions

For Special Provision 150, the definitions for “shall”, “should”, and “may” will be in accordance with MUTCD (1A.13).

Shall (Standard) - a statement of required, mandatory, or specifically prohibitive practice regarding a traffic control device.

Should (Guidance) - a statement of recommended, but not mandatory, practice in typical situations, with deviations allowed if engineering judgment or engineering study indicates the deviation to be appropriate.

May (Option) - a statement of practice that is a permissive condition and carries no requirement or recommendation.

## **150.1.02 Content**

### **150.1 General Description**

#### 150.1.01 Definitions

#### 150.1.02 Content

#### 150.1.03 Related References

A. Standard Specification

B. Reference Documents

#### 150.1.04 Submittals/Preconstruction

A. Worksite Traffic Control Supervisor

B. Sequence of Operations

C. Pedestrian Considerations

1. Pedestrian Signage

2. Temporary Pedestrian Facilities

### **150.2 Materials and Traffic Control Devices**

#### 150.2.01 Traffic Control Devices

A. NCHRP 350 and MASH

B. Approval

C. Quality Guidelines for All Temporary Traffic Devices

#### 150.2.02 Reflectorization Requirements

A. Signs

B. Channelization Devices

#### 150.2.03 Arrow Panels

#### 150.2.04 Channelization Devices

A. General

B. Drums

1. Design

2. Application

3. Longitudinal Channelization

4. Removal

C. Vertical Panels

1. Design

2. Application

D. Cones

- 1. Design
- 2. Applications

E. Barricades

- 1. Design
- 2. Application

F. Warning Lights

- 1. Design
- 2. Application

150.2.05 Flashing Beacon

150.2.06 Guardrail

150.2.07 Interim Signs

- A. Posts
- B. Sign Blanks and Panels

150.2.08 Pavement Markings

- A. All Traffic Striping for Forty-Five (45) Days or Less (<=45 Days)
- B. All Temporary Striping Beyond Forty-Five (45) days (>45 Days)
- C. All Temporary Traffic Striping on Final Surface

150.2.09 Portable Changeable Message Signs

150.2.10 Portable Impact Attenuators

150.2.11 Portable Temporary Traffic Control Signals

150.2.12 Raised Pavement Markers

150.2.13 Rumble Strips

150.2.14 Temporary Barriers

- A. Design
- B. Application

150.2.15 Temporary Guardrail Anchorage- Type 12

150.2.16 Temporary Traffic Signal

**150.3 Construction Requirements**

150.3.01 General

- A. Implementation Requirements
- B. Maintenance of Traffic Control Devices
- C. Traffic Interruption Restrictions
- D. Work Zone Restrictions

- 1. Interstate

- 2. Non-Interstate Divided Highways
- 3. Non-Divided Highways

- E. Work Zone Geometric Restrictions
- F. Clear Zone
- G. Milled Surface Restrictions
- H. Construction Vehicle
- I. Environmental Impacts
- J. Existing Street Lights
- K. Nighttime Work Lighting
- L. Removal/Reinstallation of Miscellaneous Items

150.3.02 Personnel – Worker Safety Apparel

150.3.03 Signage – General

- A. Signing Requirements of the Temporary Traffic Control (TTC) Plan
- B. Conflicting or Non-Applicable Signs
- C. Removal of Existing Signs and Supports
- D. Interim Guide, Warning and Regulatory Signs
- E. Existing Special Guide Signs

- 1. Special Guide Signs
- 2. Interim Special Guide Signs
- 3. Interim Overhead Guide Sign Structures
- 4. Permanent Special Guide Signs

F. Stop Sign Regulated Intersections

G. Low Shoulder Signage

- 1. Low Shoulder for Construction/Reconstruction/Resurfacing Projects
- 2. Shoulder Drop-Off for Construction/Reconstruction/Resurfacing Project

H. Bump Signage

I. Sign Visibility

150.3.04 Advance Warning Signs

A. Project Signs - All Type of Highways

- 1. State Routes
- 2. Interstate, Limited Access and Multilane Divided Highways
- 3. Ramp Work on Limited Access Highways

B. Highway Work Zone

- 1. No Reduction in the Existing Posted Speed Limit in Highway Work Zone
- 2. Reducing the Speed Limit in a Highway Work Zone
- 3. Variable Speed Limit Zones

C. Installation/Removal of Work Area Signage

150.3.05 Shoulder/Lane Closure

A. Approval/Restrictions

1. Closure Length
2. Duration

B. Shoulder Closure

C. Lane Closure

1. Advance Warning Signs
2. Transition Area – Taper
3. Activity Area
4. Termination Area

D. Removal of Lane Closures

E. Exit and Entrance Ramps

150.3.06 Traffic Pacing Method

A. Pacing of Traffic

B. Methods of Signing for Traffic Pacing

150.3.07 Flagging Operation

A. Flaggers

B. Flagger Certification

C. Flagger Appearance and Equipment

D. Flagger Warning Signs

E. Pilot Vehicle Requirements

F. Automated Flagger Assistance Devices

G. Portable Temporary Traffic Control Signals

150.3.08 Traffic Signals

A. Responsibility/Cost

B. Law Enforcement Officer Requirement

150.3.09 Mobile Operations

150.3.10 Pavement Markings

A. General

1. Resurfacing Projects
2. Widening and Reconstruction Projects
3. New Location Construction Projects

B. Installation and Removal of Pavement Markings

1. Installation
2. Removal
3. Intermediate Surface
4. Final Surface
5. Pay Factor Reduction for Asphaltic Concrete Final Surfaces
6. Preparation and Planning for Traffic Shifts

C. Raised Pavement Markers

1. Supplementing Lane Lines
2. Supplementing Ramp Gore Lines



3. Other Lines

D. Exceptions for Interim Markings

1. Two-Lane, Two-Way Roadway
2. Multi-Lane Highway - with No Paved Shoulder(s) or Paved Shoulder(s) Four Feet or Less ( $\leq 4'$ )
3. Limited Access Roadways and Roadways with Paved Shoulder Greater than Four Feet ( $>4'$ )
4. Ramps for Multi-lane Divided Highways
5. Miscellaneous Pavement Markings

150.3.11 Differences in Elevation between Travel Lanes and Shoulders

A. Differences in Elevations

1. Difference of Two Inches ( $\leq 2''$ ) or Less Between Adjacent Travel Lanes
2. Difference of Two Inches ( $\leq 2''$ ) or Less Between Adjacent Travel Lane and Paved Shoulder
3. Difference of Greater Than Two Inches ( $>2''$ ) is Permitted for Continuous Operations
4. Difference of Greater Than Two Inches ( $>2''$ ) Between Travel Lanes and/or Shoulders for Non-Continuous Operations

B. Healed Section

C. Emergency Situations

D. Plating

E. Asphaltic Concrete Resurfacing Projects

1. Shoulder Construction Included as a Part of the Contract
2. Shoulder Construction Not Included as a Part of the Contract

150.3.12 Work Zone Law Enforcement

**150.4 Measurement**

150.4.01 Traffic Control Items

A. Traffic Control

B. Changeable Message Sign, Portable

C. Flashing Beacon Assembly

D. Pavement Markings

E. Portable Impact Attenuators

F. Signs

1. Interim Ground Mounted or Interim Overhead Special Guide Signs
2. Remove and Reset Existing Special Guide Signs, Ground Mount or Overhead
3. Modify Special Guide Signs, Ground Mount or Overhead

G. Temporary Audible Information Device

H. Temporary Barrier

I. Temporary Curb Cut Wheelchair Ramps

J. Temporary Guardrail Anchorage, Type 12

K. Temporary Walkways with Detectable Edging

L. Traffic Signal Installation - Temporary

M. Work Zone Law Enforcement

**150.5 Reserved**

## **150.6 Special Conditions**

## **150.7 Payment**

### 150.7.01 Enforcement and Adjustments

## **150.1.03 Related References**

### **A. Standard Specifications**

Section 104 - Scope of Work

Section 105 - -Control of Work-Legal Regulations and Responsibility to the Public

Section 107 - Legal Regulations and Responsibility to the Public

Section 108 - Prosecution and Progress

Section 209 - Subgrade Construction

Section 400 - Hot Mix Asphaltic Concrete Construction

Section 441 - Miscellaneous Concrete

Section 429 - Rumble Strips

Section 620 - Temporary Barrier

Section 632 - Portable Changeable Message Signs

Section 641 - Guardrail

Section 647 - Traffic Signal Installation

Section 648 - Traffic Impact Attenuator

Section 652 - Painting Traffic Stripe

Section 653 - Thermoplastic Traffic Stripe

Section 654 - Raised Pavement Markers

Section 656 - Removal of Pavement Markings

Section 657 - Preformed Plastic Pavement Markings

Section 658 - Polyurea Traffic Strip

Section 659 - Hot Applied Preformed Plastic Pavement Markings

Section 911 - Sign Posts

Section 912 - Sign Blanks and Panels

Section 913 - Reflectorizing Materials

## B. Referenced Documents

ASTM D4956-13 (Retro-reflectivity)

American Traffic Safety Services Association (ATSSA)

Construction Detail A-3 Curb Cut (Wheelchair) Ramps Concrete Sidewalk Details

Construction Detail A-4 Detectable Warning Surface Truncated Dome Size, Spacing and Alignment Requirements

Construction Detail T-3A (Type 7, 8, and 9 Square Tube Post Installation Detail)

GDOT Signing and Marking Design Guidelines

Georgia Standard 4000W "Lengths of Advancement, Clear Zone Distances, Fill Height Embankment"

Georgia Standard 4960 "Temporary Barrier (End Treatment Options)"

Georgia Standard 9102 "Traffic Control Detail for Lane Closure on Two-Lane Highway"

Georgia Standard 9106 "Traffic Control Detail for Lane Closure on Multi-Lane Divided Highway"

Georgia Standard 9107 "Traffic Control Detail for Lane Closure on Multi-Lane Undivided Highway"

Georgia Standard 9121 "Tapers, Signs, and Markings for Passing Lanes"

Manual for Assessing Safety Hardware (MASH)

Manual on Uniform Traffic Control Devices (MUTCD)

National Cooperative Highway Research Program (NCHRP) 350

National Safety Council

Qualified Product List #29 (QPL-29) Reflective Sheeting

Qualified Product List #34 (QPL-34) Work Zone Traffic Control Devices (Drums, Type III Barricades, Vertical Panels, and Portable Sign Systems)

Qualified Product List #35 (QPL-35) Drive Type Galvanized Steel Sign Posts

Qualified Product List #46 (QPL-46) Traffic Pavement Markings

Qualified Product List #64 (QPL-64) Attenuator Units (Compression Crash Cushion) and Guardrail End Treatments

Qualified Product List #76 (QPL-76) Raised Pavement Markers and Channel Markers

Qualified Product List #79 (QPL-79) Portable Arrow Boards

Qualified Product List #82 (QPL-82) "Portable Changeable Message Signs"

Utility Accommodation Policy and Standards Manual

Work Zone Safety and Mobility Policy

## 150.1.04 Submittals/Preconstruction

### A. Worksite Traffic Control Supervisor

The Contractor shall designate a qualified individual as the Worksite Traffic Control Supervisor (WTCS). The WTCS shall be responsible for selecting, installing and maintaining all traffic control devices in accordance with the Plans, Specifications, Special Provisions and the MUTCD. The WTCS shall be currently certified by the American Traffic Safety Services Association (ATSSA) Work Site Traffic Supervisor Certification program or the National Safety Council Certification program. On-line classes will not be accepted.

The WTCS shall be available on a twenty-four (24) hour basis to perform his duties. If the Work requires traffic control activities to be performed during the daylight and nighttime hours, it may be necessary for the Contractor to designate an alternate WTCS. An alternate WTCS must meet the same requirements and qualifications as the primary WTCS and be accepted by the Engineer prior to beginning any traffic control duties. The Worksite Traffic Control Supervisor's traffic control responsibilities shall have priority over all other assigned duties.

As the representative of the Contractor, the WTCS shall have full authority to act on behalf of the Contractor in administering the TTC Plan. The WTCS shall have appropriate training in safe traffic control practices in accordance with Part 6 of the MUTCD. In addition to the WTCS, all other individuals making decisions regarding traffic control shall meet the training requirements of the Part 6 of the MUTCD.

The Worksite Traffic Control Supervisor (WTCS) shall have a copy of Part 6 of the MUTCD and the Contract on the job site. Copies of the current MUTCD may be obtained from the FHWA web page at <http://mutcd.fhwa.dot.gov>.

The WTCS shall supervise the initial installation of traffic control devices. The Engineer, prior to the beginning of construction, will review the initial installation. Modifications to traffic control devices as required by sequence of operations or staged construction shall be reviewed by the WTCS.

Any work performed on the interstate or limited access highway right-of-way that requires traffic control shall be supervised by a submitted/approved certified Worksite Traffic Control Supervisor. No work requiring traffic control shall be performed unless the certified WTCS is on the worksite. Failure to maintain a Certified Worksite Traffic Control Supervisor on the Work will be considered as non-performance under Subsection 150.7.01.

The WTCS or alternate WTCS shall be available on a full-time basis to maintain traffic control devices with access to all personnel, materials, and equipment necessary to respond effectively to an emergency situation within forty-five (45) minutes of notification of the emergency.

The WTCS shall perform inspections, at a minimum once a month, to ensure that traffic control is maintained. For all interstate and limited access highways, the WTCS shall perform, as a minimum, weekly traffic control inspections. The inspections will start with the installation of the advance warning signs and will stop when a maintenance acceptance is issued or when the corrective list is completed.

An inspection shall include both daytime and nighttime reviews. The inspection shall be reported to the Engineer on a Traffic Control Inspection Report, (TC-1). Unless modified by the special conditions or by the Engineer, routine deficiencies shall be corrected within a twenty-four (24) hour period. Failure to comply with these provisions shall be grounds for dismissal from the duties of WTCS and/or removal of the WTCS from the project. Failure of the WTCS to execute his duties shall be considered as non-performance under Subsection 150.7.01.

**TRAFFIC CONTROL INSPECTION REPORT (TC-1)**

Project No.: \_\_\_\_\_ County: \_\_\_\_\_

Contractor: \_\_\_\_\_ Date: \_\_\_\_\_ Daytime: \_\_\_\_\_

Nighttime: \_\_\_\_\_

**PURPOSE:** To provide adequate warning, delineation, and channelization to assist in guiding road users in advance of and through the work zone by utilizing proper pavement markings, signs, and other MUTCD compliant devices.

**RESPONSIBILITY:** The Worksite Traffic Control Supervisor (WTCS) has the duty of ensuring that all traffic control devices are installed and maintained according to the requirements of the Traffic Control Plan.

**DEFICIENCIES:** Items noted below require corrective measures be performed within the next \_\_\_\_\_ hours/days.

<u>LOCATION</u>	<u>DESCRIPTION</u>	<u>ACTION REQUIRED</u>

*(use additional sheets if needed)*

Signature: \_\_\_\_\_ WTCS or DOT performing inspection

DOT inspection presented to WTCS Date: \_\_\_\_\_ Time: \_\_\_\_\_

**TO BE COMPLETED BY THE WTCS**

The attached deficiencies were corrected by Date: \_\_\_\_\_ Time: \_\_\_\_\_

Signature \_\_\_\_\_ Return TC-1 to DOT inspector.

The WTCS certifies that all traffic control devices in use on the project are MASH/NCHRP 350 crashworthy compliant.

# Traffic Control Checklist

Satisfactory    Unsatisfactory    Non-applicable

## Signs

 S U N

- Are the signs correctly installed?
- Signs are in place according to TTC Plans. Signs are plumb and level. Signs are at the proper height.
- Are the signs visible and readable to the public both daytime and nighttime?
- Is retroreflectivity good?
- Are signs not in use including PCMS properly stored?

## TTC Devices

 S U N

- Are they MASH/NHCRP 350 approved? Do they meet MUTCD and Special Provision 150 requirements?
- Are they installed according to manufacture recommendation?
- Are they in acceptable/marginal condition? Are they stable? Is the retroreflectivity good?

## Clear Zone

 S U N

- Are all material and equipment stored beyond the clear zone?
- If stored in clear zone, are they protected by positive barrier?
- Are drop-offs marked and healed according to Special Provision 150?

## Positive Barriers

 S U N

- Are the barriers in acceptable/marginal condition and FHWA approved?
- Are the barrier reflectors proper and in good condition?
- Do the barriers extend to the proper advancement length? Are the tapers according to GA Standards?

## Attenuators and Guardrails

 S U N

- Are the proper attenuator assemblies in use?
- Gating - Is the recovery area free of debris and provide the necessary recovery area?
- Is the assembly in accordance with manufacture's recommendation?
- Are the guardrails properly anchored and/or attached to the barrier?
- Are shoes and transition sections in accordance with Standards?

## Pavement Markings

 S U N

- Are the pavement markings visible and legible?
- Can they be seen during the daytime and nighttime?
- Are there no conflicting pavement markings?
- Are the pavement markings including RPM installed and maintained according to section 150?

The Engineer will periodically review the Work for compliance with the requirements of the TTC plan.

On projects where traffic control duties will not require full time WTCS supervision, the Engineer may allow the Contractor's Project superintendent, foreman, subcontractor, or other designated personnel to serve as the WTCS as long as satisfactory results are obtained. Nevertheless, the individual shall meet the requirements and perform the duties of a WTCS.

## **B. Sequence of Operations**

Any Sequence of Operations provided in this Contract in conjunction with any staging details which may be shown in the Plans, is a suggested sequence for performing the Work. It is intended as a general staging plan for the orderly execution of the Work while minimizing the impact on pedestrian facilities, mainline, cross-streets and side streets. The Contractor shall develop detailed staging and temporary traffic control plans for performing specific areas of the Work including but not limited to all traffic shifts, detours, bridge widenings, paces, or other activities that disrupt traffic or pedestrian flow. The Engineer may require detailed staging and TTC Plans for lane closures or disruption to pedestrian facilities. These Plans shall be submitted for approval at least two (2) weeks prior to the scheduled date of the activity. Activities that have not been approved at least seven (7) days prior to the scheduled date shall be rescheduled.

Where traffic is permitted through the work area under stage construction, the Contractor may choose to construct, at no additional expense to the Department, temporary on-site bypasses or detours in order to expedite the Work. Plans for such temporary bypasses or detours shall be submitted to the Engineer for review and approval thirty (30) calendar days prior to the proposed construction. Such bypasses or detours shall be removed promptly when in the opinion of the Engineer; they are no longer necessary for the satisfactory progress of the Work. Bypasses and detours shall meet the minimum requirements of Subsection 150.3.01.E.

As an option to the Sequence of Operations in the Contract, the Contractor may submit an alternative Sequence of Operations for review and approval. Alternate Sequence of Operations for pedestrian facilities shall be in compliance with the MUTCD and ADA. Pedestrian needs identified in the preconstruction phase shall be included in the proposed alternate plan.

The Department will not pay, or in any way, reimburse the Contractor for claims arising from the Contractor's inability to perform the Work in accordance with the Sequence of Operations provided in the Contract or from an approved Contractor alternate.

The Contractor shall secure the Engineer's approval of the Contractor's proposed plan of operation, sequence of work and methods of providing for the safe passage of vehicular and pedestrian traffic before it is placed in operation. The proposed plan of operation shall supplement the approved traffic control plan. Any major changes to the approved TTC plan, proposed by the Contractor, shall be submitted to the Department for approval.

Some additional traffic control details will be required prior to any major shifts or changes in traffic. The traffic control details shall include, but not be limited to, the following:

1. A detailed drawing showing traffic locations and lanes for each step of the change.
2. The location, size, and message of all signs required by the MUTCD, Plan, Special Provisions, and other signs as required to fit conditions. Any portable changeable message signs used shall be included in the details.
3. The method to be used in, and the limits of, the obliteration of conflicting lines and markings.
4. Type, location, and extent of new lines and markings.
5. Horizontal and vertical alignment and superelevation rates for detours, including cross-section and profile grades along each edge of existing pavement.
6. Drainage details for temporary and permanent alignments.
7. Location, length, and/or spacing of channelization and protective devices (temporary barrier, guardrail, barricades, etc.)

8. Starting time, duration and date of planned change.
9. For each traffic shift, a paving plan, erection plan, or work site plan, as appropriate, detailing workforce, materials, and equipment necessary to accomplish the proposed Work. This will be the minimum resource allocation required in order to start the Work.

The above details shall be submitted to the Engineer for approval at least fourteen (14) days prior to the anticipated traffic shift. Submission should be made electronically in a portable document format (pdf). The Contractor shall have traffic control details for a traffic shift which has been approved by the Engineer prior to commencement of the physical shift. All preparatory work relative to the traffic shift, which does not interfere with traffic, shall be accomplished prior to the designated starting time. The Engineer and the Contractor's representative will verify that all conditions have been met prior to the Contractor obtaining materials for the actual traffic shift.

### **C. Pedestrian Considerations**

All existing pedestrian facilities, including access to transit stops, shall be maintained. Where pedestrian routes are closed, alternate routes shall be provided. Closures of existing, interim and final pedestrian facilities shall have the prior written approval of the Engineer. When existing pedestrian facilities are disrupted, closed or relocated in a TTC zone, the temporary facilities shall be detectable and shall include accessibility features consistent with the features present in the existing pedestrian facility. Pedestrian facilities are considered improvements and provisions made to accommodate or encourage walking. Whenever a sidewalk is to be closed, the Engineer shall notify the maintaining agency two (2) weeks prior to the closure. Prior to closure, detectable barriers (that are detectable by a person with a visual disability traveling with the aid of a long cane), as described by the MUTCD, shall be placed across the full width of the closed sidewalk. Barriers and channelizing devices used along a temporary pedestrian route shall be in compliance with the MUTCD.

Temporary Traffic Control devices used to delineate a Temporary Traffic Control Zone Pedestrian Walkway shall be in compliance with Subsection 150.3.01.A. Appropriate signs as described in the MUTCD shall be maintained to allow safe passage of pedestrian traffic or to advise pedestrians of walkway closures (Refer to MUTCD Figures TA-28 and TA-29 for guidance). Advance closure signing should be placed at intersections rather than midblock locations so that pedestrians are not confronted with midblock work sites that will induce them to attempt skirting the work site or making a midblock crossing. Temporary Traffic Control devices and construction material shall not intrude into the usable width of the pedestrian walkway. Signs and other devices shall be placed such that they do not narrow or restrict any pedestrian passage to less than forty-eight inches ( $\geq 48$ ").

#### **1. Pedestrian Signage**

A pedestrian walkway shall not be severed or relocated for non-construction activities, such as parking for construction vehicles and equipment. Movement by construction vehicles and equipment across designated pedestrian walkways should be minimized. When necessary, construction activities shall be controlled by flaggers. Pedestrian walkways shall be kept free of mud, loose gravel or other debris.

When temporary covered walkways are used, they shall be lighted during nighttime hours. When temporary traffic barrier is used to separate pedestrian and vehicular traffic, the temporary barrier shall meet NCHRP-350 Test Level Three. The barrier ends shall be protected in accordance with Georgia Standard 4960. Curbing shall not be used as a substitute for temporary traffic barriers when temporary traffic barriers are required. Tape, rope or plastic chain strung between temporary traffic control devices are not considered as detectable and shall not be used as a control for pedestrian movements.

The WTCS shall inspect the activity area daily to ensure that effective pedestrian TTC is being maintained. The inspection of TTC for pedestrian traffic shall be included as part of the TC-1 report.

#### **2. Temporary Pedestrian Facilities**

Temporary pedestrian facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility. The geometry, alignment and construction of the facility should meet the applicable requirements of the "Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)".



**a. Temporary Walkways with Detectable Edging**

A smooth, continuous hard surface (firm, stable and slip resistant) shall be provided throughout the entire length of the temporary pedestrian facility. Compacted soils, sand, crushed stone or asphaltic pavement millings shall not be used as a surface course for walkways.

Temporary walkways shall include detectable edging as defined in the MUTCD. When temporary traffic barrier is included as a pay item in the Contract and where locations identified on the Plans for positive protection will also allow them to serve as pedestrian detectable edging, payment will be made for the temporary traffic barrier in accordance with Section 620. No payment will be made for temporary walkways with Detectable Edging where existing pavements or existing edging (that meets the requirements of MUTCD) are utilized as temporary walkways. Payment for temporary detectable edging, including approved barriers and channelizing devices, installed on existing pavements shall be included in Traffic Control-Lump Sum.

Regardless of the materials used, temporary walkways shall be constructed with sufficient thickness and durability to withstand the intended use for the duration of the construction project. If concrete or asphalt is used as the surface course for the walkway, it shall be a minimum of one and one-half inches ( $\geq 1\text{-}1/2''$ ) thick. Temporary walkways constructed across unimproved streets and drives shall be a minimum thickness of four inches ( $\geq 4''$ ) for concrete and three inches ( $\geq 3''$ ) for asphalt. Joints formed in concrete sidewalks shall be in accordance with Section 441 Concrete surfaces shall have a broom finish.

If plywood is used as a walkway, it must be a minimum of three quarters of an inch ( $\geq 3/4''$ ) thick, pressure treated and supported with pressure treated longitudinal joists spaced a maximum of sixteen inches ( $\leq 16''$ ) on center. The plywood shall be secured to the joist with galvanized nails or galvanized deck screws. Nails and screws shall be countersunk to prevent snagging or tripping the pedestrians. A slip resistant friction course shall be applied to any plywood surface that is used as a walkway. Any slip resistant material used shall have the prior written approval of the Engineer.

The Contractor may propose alternate types of Temporary Walkways provided that the Contractor can document that the proposed walkway meets the requirements of the "Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)". Alternate types of Temporary Walkways shall have the prior written approval of the Engineer.

Temporary walkways shall be constructed and maintained so there are no abrupt changes in grade or terrain that could cause a tripping hazard or could be a barrier to wheelchair use. The Contractor shall construct and maintain the walkway to ensure that joints in the walkway have a vertical difference in elevation of no more than one quarter ( $\leq 1/4''$ ) of an inch and that the horizontal joints have gaps no greater than one half ( $\leq 1/2''$ ) of an inch. The grade of the temporary walkway should parallel the grade of the existing walkway or roadway and the cross slope should be no greater than two percent ( $\leq 2\%$ ). A width of sixty inches (60"), if practical, should be provided throughout the entire length of any temporary walkway. The temporary walkway shall be a minimum width of forty eight inches (48"). When it is not possible to maintain a minimum width of sixty inches (60") throughout the entire length of temporary walkway, a sixty inch (60") by sixty inch (60") passing space should be provided at least every two hundred feet (200 ft.), to allow individuals in wheelchairs to pass.

Temporary walkways shall be constructed on firm subgrade. Compact the subgrade according to Section 209. Furnish and install any needed temporary pipes prior to constructing any walkway to ensure positive drainage away from or beneath the temporary walkway. Once the walkway is no longer required, remove any temporary materials and restore the area to the original conditions or as shown in the Plans.

**b. Temporary Curb Cut Wheelchair Ramps**

Temporary curb cut wheelchair ramps shall be constructed in accordance with Section 441 and Construction Detail A-3 Curb Cut (Wheelchair) Ramps Concrete Sidewalk Details. Ramps shall also include a detectable warning surface in accordance with Construction Detail A-4 Detectable Warning Surface Truncated Dome Size, Spacing and Alignment Requirements. Other types of material for the construction

of the temporary curb cut wheelchair ramps, including the detectable warning surface, may be used provided the Contractor can provide documentation that the material to be used meets the requirements of the “Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)”. When a wheelchair ramp is no longer required, remove the temporary materials and restore the area to existing conditions or as shown in the Plans. For the items required to restore the area to original conditions or as shown in the Plans, measures for payment shall be covered by Contract pay items. If pay items are not included in the Contract, then payment for these items shall be included in Traffic Control-Lump Sum.

**c. Temporary Audible Information Device**

Temporary audible information devices, when shown in the Plans, shall be installed in compliance with the “Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)”. The devices shall be installed in accordance with the manufacturer’s recommendations. Prior to installation, the Contractor shall provide the Engineer with a set of manufacturer’s drawings detailing the proper installation procedures for each device. When no longer required, the devices shall remain the property of the Contractor.

## **150.2 Materials and Traffic Control Devices**

### **150.2.01 Traffic Control Devices**

#### **A. NCHRP 350 and MASH**

All devices shall be certified in accordance with the Manual for Assessing Safety Hardware (MASH) Test Level 3 and/or the National Cooperative Highway Research Program (NCHRP) 350 Test Level 3 as applicable unless modified by this Special Provision. In addition, temporary work zone devices, including portable barriers, manufactured after December 31, 2019, must have been successfully tested under 2016 edition of MASH requirements. Such devices manufactured on or before this date, and successfully tested under either NCHRP Report 350 or the 2009 edition of MASH, may continue to be used throughout their normal service lives.

#### **B. Approval**

All traffic control devices with applicable Qualified Products List (QPL) categories shall come from the appropriate QPL list. Products not on the QPL may be used with an approval letter from the Georgia Department of Transportation Office of Materials and Testing. If there is no applicable QPL, the Contractor shall provide proof of MASH/NCHRP 350 certification. The proof may be a letter or written statement from the manufacturer that the product is MASH/NCHRP 350 approved. Decal certifications are not proof of certification and are not required.

#### **C. Quality Guidelines for All Temporary Traffic Devices**

All traffic control devices found to be unacceptable in accordance with the current ATSSA, “Quality Guidelines for Temporary Traffic Devices and Features” regardless of total numbers shall be replaced within twenty-four (24) hours unless stated otherwise in the Specifications, in the Contract, or as directed by the Engineer.

### **150.2.02 Retroreflectivity Requirements**

#### **A. Signs**

Reflective sheeting shall meet the requirements of Section 913 and QPL-29

All construction warning signs (black on fluorescent orange) shall meet the minimum reflectivity and color requirements of ASTM D4956 Type XI regardless of the mounting height. All other signs reflectorization shall be in accordance with the Plans, Contract, and “GDOT Signing and Marking Design Guidelines”.

## B. Channelization Devices

Reflective sheeting shall meet the requirements of Section 913 and QPL-29

All channelization devices (white/ fluorescent orange and white/red) shall meet the minimum retroreflectivity requirements of ASTM D4956 Type VI.

### 150.2.03 Arrow Panels

Arrow panels shall meet the requirements for MUTCD (6F.61) and QPL-79.

Portable sequential arrow, sequential chevron, or flashing arrow panels shall be a minimum size of forty-eight inches (48") high by ninety-six inches (96") wide with not less than fifteen (15) lamps used for the arrow. The arrow shall occupy virtually the entire size of the arrow panel and shall have a minimum legibility distance of one (1) mile. The minimum legibility distance is the distance at which the arrow panel can be comprehended by an observer on a sunny day, or clear night. Arrow panels shall be equipped with automatic dimming features for use during hours of darkness. The arrow panels shall also meet the requirements for a Type C panel as shown in the MUTCD (6F.61). The sequential or flashing arrow panels shall not be used for lane closure on two-lane, two-way highways when traffic is restricted to one-lane operations in which case, appropriate signing, flaggers and when required, pilot vehicles will be deemed sufficient.

The arrow panels shall be placed on the shoulder at or near the point where the lane closing transition begins. The panels shall be mounted on a vehicle, trailer, or other suitable support. Vehicle mounted panels shall be provided with remote controls. Minimum mounting height shall be seven feet (7') above the roadway to the bottom of the panel, except on vehicle mounted panels which should be as high as practical.

For emergency situations, arrow display panels that meet the MUTCD requirements for Type A or Type B panels may be used until Type C panels can be located and placed at the site. The use of Type A and Type B panels shall be held to the minimum length of time possible before having the Type C panel(s) in operation. The Engineer shall determine when conditions and circumstances are considered to be emergencies. The Contractor shall notify the Engineer, in writing, when any non-specification arrow display panel(s) is being used in the Work.

### 150.2.04 Channelization Devices

#### A. General

Channelization shall clearly delineate the travel way through the work zone and alert drivers and pedestrians to conditions created by work activities in or near the travel way. Channelization shall be in accordance with the Plans, Specifications, MUTCD, QPL-34, and the following requirements.

#### B. Drums

##### 1. Design

Drums shall meet the minimum requirement of the MUTCD (6F.67). Drums shall have six inch (6") wide stripes – white/fluorescent orange.

##### 2. Application

Drums shall be used as the required channelizing device to delineate the full length of a lane closure, shift, or encroachment, except as modified by this Subsection.

##### 3. Longitudinal Channelization

Drums shall be spaced as listed below for various roadside work conditions except as modified by Subsection 150.3.11. Spacing shall be used for situations meeting any of the conditions listed as follows:

**a. FORTY FOOT (40') SPACING MAXIMUM**

- For difference in elevation exceeding two inches (> 2").
- For healed sections no steeper than 4:1 as shown in Subsection 150.3.11, Detail 150-H..

**b. EIGHTY FOOT (80') SPACING MAXIMUM**

- For difference in elevation of two inches ( $\leq 2''$ ) or less.
- Flush areas where equipment or workers are within ten feet ( $\leq 10'$ ) of the travel lane.

**c. 200 FOOT SPACING MAXIMUM: Where equipment or workers are more than ten feet (> 10') from travel lane. Lateral offset clearance to be four feet (4') from the travel lane.**

- For paved areas, eight feet (> 8') or greater in width that are paved flush with a standard width travel lane.
- For disturbed shoulder areas not completed to typical section that are flush to the travel lane and considered a usable shoulder.

**4. Removal of Drums**

Drums may be removed after shoulders are completed to typical section and grassed. Guardrail and other safety devices shall be installed and appropriate signs advising of conditions such as soft or low shoulder shall be posted before the drums are removed.

**C. Vertical Panels**

**1. Design**

All vertical panels shall meet the minimum requirements of the MUTCD (6F.66). All vertical panels shall have a minimum of 270 square inches of retroreflective area facing the traffic and be a minimum of thirty-six inches ( $\geq 36''$ ) high. The vertical panels shall be in addition a minimum eight inches ( $\geq 8''$ ) wide with a stripe width of six inches (6") – white/fluorescent orange.

**2. Application**

Vertical panels with retroreflectivity less than Type VI can only be used when traffic drums reduce the travel lane to less than ten feet ( $\leq 10'$ ); vertical panels shall be used to restore the travel lane to ten feet ( $\geq 10'$ ) or greater. No other application of vertical panels with retroreflectivity less than type VI will be permitted.

Vertical panels with a minimum type VI retroreflectivity and six inch (6") stripe may be used for longitudinal channelization in the activity zone where work takes place for short-term stationary lane closures and intermediate-term stationary lane closures. They can be used for lane closures lasting three (3) days and with Engineer approval up to seven (7) days. They shall not be used in the transition zone including the tapers and the tangent lengths between tapers.

**D. Cones**

**1. Design:**

All cones shall be a minimum of twenty-eight inches ( $\geq 28''$ ) in height regardless of application and shall meet the requirements of the MUTCD (6F.64).

Retroreflectivity may be deleted from all cones.

## 2. Application

On interstates, cones shall be prohibited. On all other routes, cones may only be used for longitudinal channelization in the activity zone where work takes place for short-term stationary lane closures. They shall not be used in the transition zone including the tapers and the tangent lengths between tapers. The use of cones for nighttime work will not be permitted. Cones shall not be stored or allowed to be visible on the worksite during nighttime.

Cones may be used for daytime flagging operations including tapers at flagging stations.

## E. Barricades

### 1. Design

Type 3 barricades shall meet the minimum requirements of the MUTCD (6F.68). The Contractor has the option of choosing Type 3 barricades from the QPL-34 or the Contractor may utilize generic barricades that are approved by the Federal Highway Administration (FHWA). When barricades have been specifically crash tested with signs attached, the Contractor has the responsibility to attach the signs as per the manufacturer's recommendations to ensure crashworthiness. If the barricades were not tested with the signs, crashworthy compliance may require that rigid signs be mounted separate from the Type 3 barricade.

The use of Type 1 and Type 2 barricades will not be permitted.

### 2. Application

Type 3 barricades shall be placed as required by the Plans, the Standards, and as directed by the Engineer.

When a barricade is placed so that it is subject to side impact from a vehicle, a drum shall be placed at the side of the barricade to add target value to the barricade.

## F. Warning Lights

### 1. Design

All warning lights shall meet the requirements of the MUTCD (6F.83).

### 2. Application:

- a. Type A low-intensity flashing lights shall be used as shown in the Plans, the Standards, and as directed by the Engineer.
- b. Type C Steady-Burn lights shall be used as shown in the Plans, the Standards, and as directed by the Engineer.

### 150.2.05 Flashing Beacon

The flashing beacon assembly, when specified, shall be used in conjunction with construction warning signs, regulatory, or guide signs to inform traffic of special road conditions which require additional driver attention. The flashing beacon assembly shall be installed in accordance with the requirements of Section 647.

### 150.2.06 Guardrail

Guardrail shall comply with Section 641 Guardrail and the guardrail standards.

When the removal and installation of guardrail is required, as a part of the Work, the following time restrictions shall apply unless modified by the special conditions:

From the time that the existing guardrail or temporary positive barrier protection is removed, the Contractor has fourteen (14) days to install the new guardrail and anchors. During the interim, the location without guardrail shall be protected with drums spaced at a maximum spacing of twenty feet (20'). The guardrail blunt end is to be treated as a fixed object and shall be protected. The maximum length of rail that can be removed at any time without being replaced with positive barrier protection is a total of 2000 linear feet of existing rail or the total length of one run of existing rail, whichever is less. Based on existing field conditions, the Engineer may review the Work and require that the guardrail be installed earlier than the maximum time allowed.

The Contractor shall install new guardrail, such that traffic exposure to fixed objects is minimized. Within the same workday, temporary attenuators, as defined in Subsection 150.2.10, should be installed on the approach to fixed objects that can't be protected with guardrail. Truck mounted attenuators may be used to shield exposed fixed objects for periods not to exceed fourteen (14) days. No separate payment will be made for truck mounted attenuators, attenuators, or other methods unless provided for in the Contract.

When the roadway is open to traffic, guardrail panels shall be lapped to comply with the directional flow of traffic. Should the staging of the Work require that the lap of the guardrail be changed, this Work shall be completed before the roadway is opened to traffic. The Work to change the lap of any guardrail shall be included in Traffic Control-Lump Sum.

The laps on anchors shall be in accordance with the manufacturer's recommendations and installation instructions. As a result, a trailing anchor may be lapped opposing the flow of traffic.

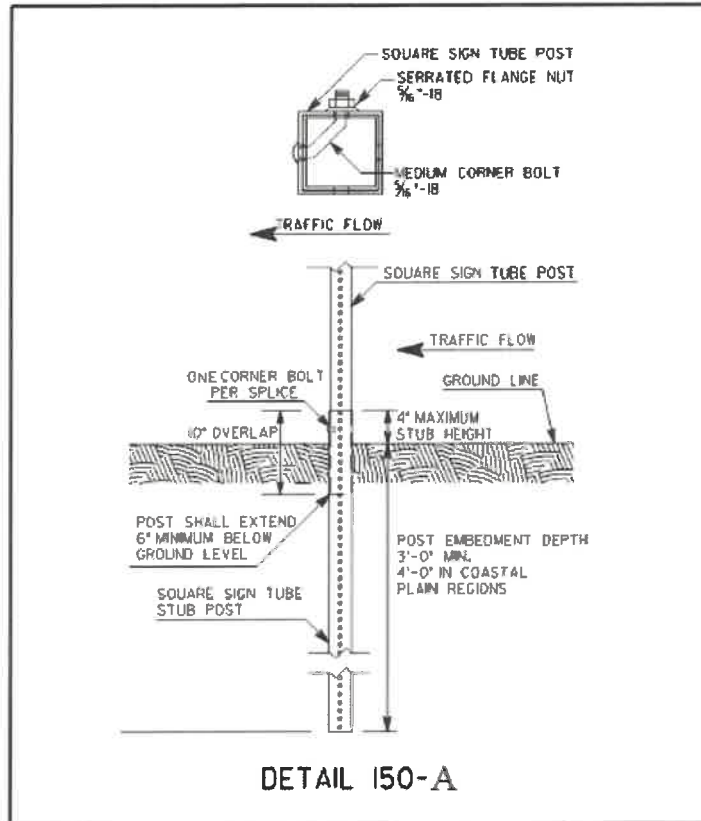
Failure to comply with the above time and quantity restrictions shall be considered as non-compliance under Subsection 150.7.01.

## **150.2.07 Interim Signs**

### **A. Posts**

Permanent mounting height to the bottom of sign shall be seven (7) feet to eight (8) feet measured vertically from the bottom of the sign to the elevation of the near edge of the pavement or from the walkway. Posts for all interim signs should be square tubular post meeting the requirements of Section 911, QPL-35, and Construction Detail T-3A (Type 7, 8, and 9 Square Tube Post Installation Detail). Ground mounted sign(s) that are 48" wide or greater shall be mounted on two posts. For barrier mounted sign, single post mount is allowed. The post(s) shall not extend beyond the top of the sign(s). The sign(s) shall be substantially plumbed and leveled.

Unprotected interim posts shall be spliced as shown in Detail 150-A, unless full length unspliced posts are used. Unprotected post splices will not be permitted any higher than four inches above the ground line to lessen the possibility of affecting the undercarriage of a vehicle. Installation of posts may require establishment of openings in existing pavements, islands, shoulders, etc.



## B. Sign Blanks and Panels

All TTC sign blanks and panels should conform to [Section 912](#) of the Specifications. Alternative sign blank materials (composites, polycarbonates, fiberglass reinforced plastics, recycled plastics, etc.) shall have a letter of approval from the Office of Materials and Testing for use as interim construction signs before these materials are allowed to be incorporated into the Work, unless these rigid sign blanks are currently approved as a crashworthy sign blank material under [QPL- 34](#).

Unless specified elsewhere in the Contract, Specifications, Plans, and/or directed by the Engineer, sign sizes are according to the following:

1. All construction signs sizes shall follow the dimensions provided in the MUTCD Table 6F-1 "Temporary Traffic Control Zone Sign and Plaque Sizes" under the column for "Freeway or Expressway".
2. For all other signs used just for staging, the sign sizes shall follow the dimensions provided in the MUTCD Table 2B-1 "Regulatory Sign and Plaque Sizes" for the largest size.
3. Permanent signs used for staging shall be according to Plans.

Plywood blanks or panels will not be permitted.

The use of flexible signs will not be permitted.

For utility work not included in the Contract, the utility Contractor may use flexible signs within the project limits.

## 150.2.08 Pavement Markings

All temporary traffic striping shall conform to the applicable requirements of Section 652, Section 653, Section 657, Section 658, Section 659, and QPL-46.

### A. All Traffic Striping for 45 Days or Less ( $\leq 45$ Days)

All traffic striping that will be in place for 45 days or less shall be 4 inches or greater in width.

### B. All Temporary Striping Beyond 45 days ( $>45$ Days)

All traffic striping applied on intermediate surfaces shall be a minimum 5 inches in width or as shown on the Plans. On final surfaces when temporary striping will be overlaid or eradicated, the temporary striping shall be a minimum 5 inches in width.

### C. All Temporary Traffic Striping on Final Surface

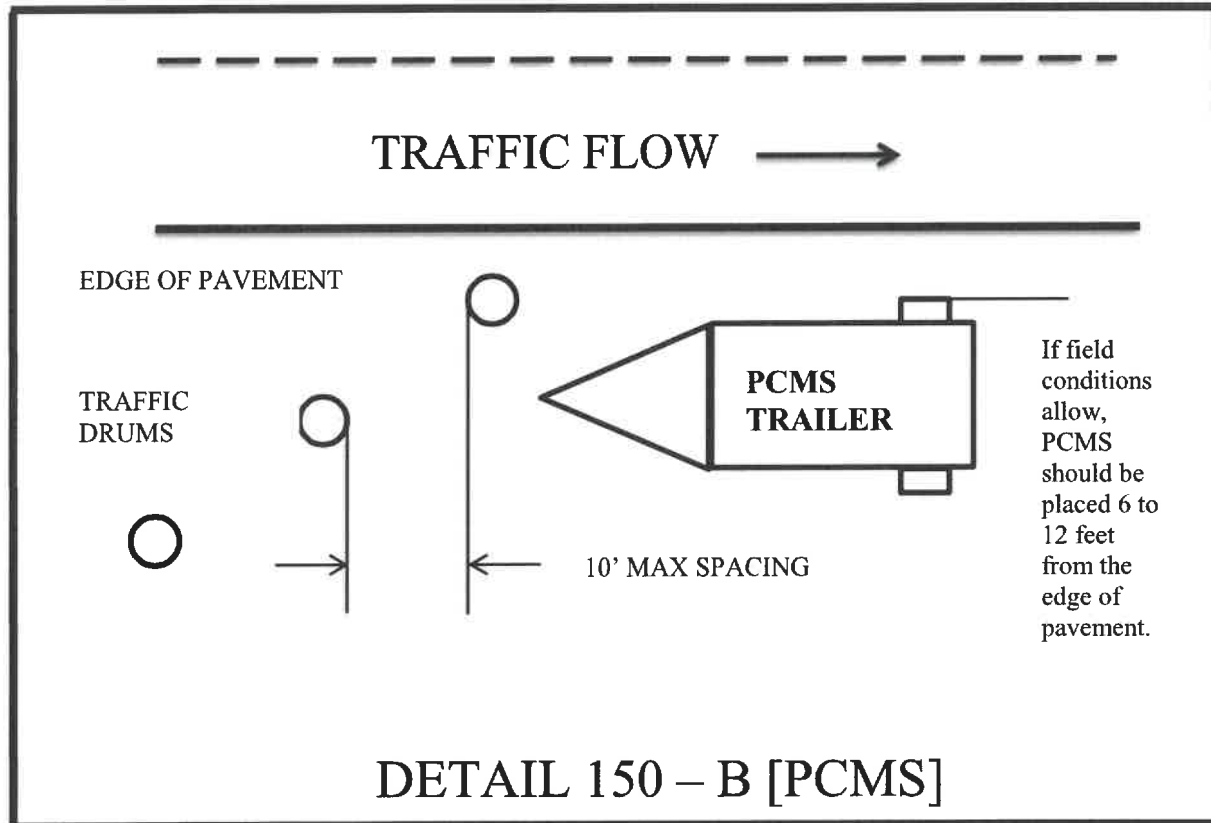
All temporary traffic striping applied to final surfaces which will not be overlaid or grinded may be 4 inches in width or as shown on the Plans.

## 150.2.09 Portable Changeable Message Signs

When specified, a portable changeable message sign (PCMS) shall meet the minimum requirements of Section 632, MUTCD (6F.60) and be on QPL-82. The maximum amount of messages allowed to be flashed on one PCMS is two phases (flashes). The language and the timing of the messages shall comply with the MUTCD and Section 632. When used as an advanced device, the PCMS should typically be placed ahead of the construction activities. If the PCMS is used as a substitute for another device, then the requirements for the other device apply.

Any PCMS in use, which is not protected by positive barrier protection, shall be delineated by a minimum of three drums that meet the requirement of Subsection 150.2.04.B. The drum spacing shall not exceed a maximum of ten (10') feet as shown in Detail 150-B. When the PCMS is within twenty (20') feet of the opposing traffic flow, the trailing end of the PCMS shall be delineated with a minimum of three drums spaced in the same manner as the approach side of the PCMS.





When not in use, the PCMS shall be removed from the roadway, unless protected by positive barrier protection. If the PCMS is protected by positive barrier protection, the sign panel shall be turned away from traffic when not in use.

### 150.2.10 Portable Impact Attenuators

This work consists of the furnishing (including spare parts), installation, maintenance, relocation, reuse as required, and removal of Portable Impact Attenuator Units/Arrays.

Portable Impact Attenuator Unit/Arrays installation shall conform to the requirements of Section 648, Manufacturer's recommendations and "(Georgia Standard 4960 "Temporary Barrier (End Treatment Options)") and shall be installed at locations designated by the Engineer, and/or as shown on the Plans. When gating attenuators are used, the Contractor shall maintain the appropriate recovery area in accordance with the manufacturers' recommendations.

Generic sand/water loaded modules are prohibited. Manufacturers' sand/water loaded modules with specific arrays that have been NCHRP 350/MASH approved can be used in appropriate locations.

The test level of protection provided shall equal or exceed the speed limit. Test level 3 shall be used for forty-five (45) mph or above.

### 150.2.11 Portable Temporary Traffic Control Signals

The use of Portable Temporary Traffic Control Signals shall meet the following minimum requirements:

Only two-lane, two-way roadways will be allowed to utilize Portable Temporary Traffic Control Signals.

All portable traffic control signals shall meet the physical display and operational requirements of conventional traffic signals described in the MUTCD.

Each signal face shall have at least three lenses. The lenses shall be red, yellow, and green in color and shall give a circular type of indication. All lenses shall be twelve (12") inches nominal in diameter. A minimum of two signal faces shall face each direction of traffic. A minimum of one signal head shall be suspended over the roadway travel lane in a manner that will allow the bottom of the signal head housing to be not less than seventeen (17') feet above and not more than nineteen (19') feet above the pavement grade at the center of the travel lane. The second signal head may be located over the travel lane with the same height requirements or the second signal head may be located on the shoulder. When the signal head is located on the shoulder, the bottom of the signal head housing shall be at least eight (8') feet but not more than (15') feet above the pavement grade at the center of highway.

Advance warning signage and appropriate pavement markings shall be installed as part of the temporary signal operation.

The signals shall be operated in a manner consistent with traffic requirements. The signals may be operated in timed-mode or in a vehicle-actuated mode. The signals shall be interconnected in a manner to ensure that conflicting movements cannot occur. To ensure that the appropriate operating pattern, including timing is displayed to the traveling public, regular inspections, including the use of accurate timing devices shall be made by the WTCS. If, at any time, any part of the system fails to operate within these requirements then the use of the signal shall be suspended, and the appropriate flagging operation shall begin immediately.

The (WTCS) shall continuously monitor the portable traffic control signal to ensure compliance with the requirements for maintenance under the MUTCD. The signal shall be maintained in a manner consistent with the intention of the MUTCD, with emphasis on cleaning of the optical system. Timing changes shall be made only by the WTCS. The WTCS shall keep a written record of all timing changes.

The portable temporary traffic signal shall have two power sources and shall be capable of running for seven calendar days continuously.

The Contractor shall have an alternate temporary traffic control plan in the event of failure of the signal.

### **150.2.12 Raised Pavement Markers**

Raised pavement markers (RPMs) shall meet the requirements of Section 654 and QPL-76 .

### **150.2.13 Rumble Strips**

Rumble strips incorporated into the Work shall meet the requirements of Section 429 and the MUTCD. Existing rumble strips that are positioned in the traveled way to warn traffic of a stop condition shall be reinstalled prior to opening to traffic. Based on the following requirements:

Intermediate surfaces that will be in use for more than forty-five (45) calendar days shall have rumble strips reinstalled on the traveled way in the area of a stop condition. Non-refundable deductions in accordance with Subsection 150.7.01 will be assessed for any intermediate surface in place for greater than 45 days without rumble strips.

Rumble strips shall be installed on the final surface within fourteen (14) calendar days of the placement of the final surface in the area of the stop condition. Failure to install within fourteen (14) calendar days will result in assessment of non-refundable deductions in accordance with Subsection 150.7.01.

Prior to the removal of any rumble strips located in the travel lane, stop ahead (W3-1) warning signs shall be double indicated ahead of the stop condition. These warning signs shall be a minimum of 48 inches by 48 inches. These warning signs shall remain in place until the rumble strips have been reinstalled on the traveled way. Any existing warning signs for the stop ahead condition shall be removed or covered while the 48" X 48" (W3-1) signs are in place. When the

rumble strips have been reinstalled, these warning signs should be promptly removed and any existing signage placed back in service.

## 150.2.14 Temporary Barriers

### A. Design:

Temporary barriers shall meet the requirements of Sections 620. The lengths of advancement should be in accordance with Georgia Standard 4000W "Lengths of Advancement, Clear Zone Distances, and Fill Height Embankment". The approach end of the taper should have 10:1 or flatter ground slope. Temporary barriers shall not be used as a channelization device. Their use is in accordance with MUTCD (6F.85).

### B. Application:

Temporary barriers shall be placed as required by the Plans, Standards, and as directed by the Engineer. When Temporary barrier is located twenty feet ( $\leq 20'$ ) or less from a travel lane, yellow reflectors shall be fixed to the top of the barrier at intervals not greater than forty feet ( $\leq 40'$ ) in the longitudinal section and twenty feet (20') in the taper section and shall be mounted approximately two inches (2") above the barrier. If both lanes of a two-lane two-way roadway are within twenty feet ( $\leq 20'$ ) or less of the barrier then the reflectors shall be installed for both directions of traffic.

The reflectors shall be one hundred (100) square inches (ASTM Type VII or VIII/ Type XI) reflective sheeting mounted on flat-sheet blanks. The reflectors shall be mounted approximately two inches above the top of the barrier. The reflectors shall be attached to the barrier with adhesive or by a drilled-in anchor type device. The reflectors shall not be attached to a post or board that is placed between the gaps in the barrier sections.

Approach end of Temporary barrier shall be protected according to Georgia Standard 4960 "Temporary Barrier (End Treatment Options)" or by a portable impact attenuator.

On interstates or other controlled access highways where lane shifts or crossovers cause opposing traffic to be separated by less than forty feet ( $<40'$ ), portable barrier should be used as a separator.

## 150.2.15 Temporary Guardrail Anchorage- Type 12

This work consists of the furnishing, installation, maintenance and removal of Temporary Guardrail Anchorage- Type 12 used for Portable Barrier or temporary guardrail end treatment. Materials used in the Temporary Guardrail Anchorage- Type 12 shall meet the requirements of Section 641 of the Specifications and current Georgia Standards and may be new or used. Materials salvaged from the Project, which meet the requirements of Standards, may be utilized if available. The use of any salvaged materials will require prior approval of the Engineer.

Installation of the Temporary Guardrail Anchorage- Type 12 shall conform to the requirements of the Plans, current Georgia Standards and Section 641 of the Specifications. Installation shall also include sufficient additional guardrail and appurtenances to effect the transition and connection to Temporary Concrete Barrier as required by the details in Georgia Standard 4960 "Temporary Barrier (End Treatment Options)".

## 150.2.16 Temporary Traffic Signals

Temporary traffic signals shall meet the requirements of Section 647 and the MUTCD.

## 150.3 Construction Requirements

### 150.3.01 General

#### A. Implementation Requirements

No work shall be started on any project phase until the appropriate traffic control devices have been placed in accordance with the Project requirements. Changes to traffic flow shall not commence unless all labor, materials, and equipment necessary to make the changes are available on the Project.

When any shift or change is made to the location of traffic or to the flow patterns of traffic, including pedestrian traffic, the permanent safety features shall be installed and fully operational before making the change. If staging or site conditions prevent the installation of permanent features, then the equivalent interim devices shall be utilized. This work shall also include any necessary removal and reinstallation of guardrail panels to achieve the required panel lap to accommodate the appropriate shift and traffic flow including the final traffic flow configuration. The cost of performing this work shall be included in Traffic Control-Lump Sum.

Any section of the Work that is on a new location shall have all permanent safety features installed and fully operational before the Work is opened to traffic. Safety features shall include, but are not limited to the following items:

Guardrails including anchors and delineation with properly lapped panels

- 1) Cable Barrier
- 2) Impact attenuators
- 3) Traffic signals
- 4) Warning devices
- 5) Pavement markings including words, symbols, stop bars, and crosswalks
- 6) Roadway signs including regulatory, warning, and guide

Outdoor lighting shall be considered as a safety feature for welcome centers, rest areas, and weigh station projects. For typical roadway type projects, new street lighting is not considered a safety feature, unless specifically noted in the Plans or in the special conditions.

#### B. Maintenance of Traffic Control Devices

Traffic control devices shall be in acceptable condition when first erected on the Project and shall be maintained in accordance with [Section 104](#) throughout the construction period. All unacceptable traffic control devices shall be replaced within twenty-four (24) hours. When not in use, all traffic control devices shall be removed, placed or covered so as not to be visible to traffic. All construction warning signs shall be removed within seven (7) calendar days after time charges are stopped or pay items are complete. If traffic control devices are left in place for more than ten (10) calendar days after completion of the Work, the Department shall have the right to remove such devices, claim possession thereof, and deduct the cost of such removal from any monies due, or which may become due, from the Contractor.

#### C. Traffic Interruption Restrictions

The Department reserves the right to restrict construction operations when, in the opinion of the Engineer, the continuance of the Work would seriously hinder traffic flow, be needlessly disruptive or unnecessarily inconvenience the traveling public. The Contractor shall suspend and/or reschedule any work when the Engineer deems that conditions are unfavorable for continuing the Work.

Advanced notification requirements to the Contractor to suspend work will be according to the events and the time restrictions outlined below:

Incident management - No advanced notice required

Threatening/Inclement weather - twenty-four (24) hours

Holiday, sporting events, unfavorable conditions - Three (3) calendar days

If the Work is suspended, the Contractor may submit a request for additional Contract time as allowed under Section 108. The Department will review the request and may grant additional Contract time as justified by the impact to the Contractor's schedule. Compensation for loss of productivity, rescheduling of crews, rental of equipment or delays to the Contractor's schedule will not be considered for payment. Additional Contract time will be the only consideration granted to the Contractor.

## **D. Work Zone Restrictions**

### **1. Interstate**

The Contractor should not simultaneously perform work on both the inside shoulder and outside shoulder on either direction of traffic flow when the Work is within 12 feet of the travel-way. Shoulders can be alternated if areas are separated by at least one-half mile of distance.

### **2. Non-Interstate Divided Highways**

The Contractor should not simultaneously perform work on both the inside shoulder and outside shoulder on either direction of traffic flow when the Work is within 12 feet of the travel-way. Shoulders can be alternated if areas are separated by at least one-half mile distance in rural areas or at least 500 feet of distance in urban areas.

### **3. Non-Divided Highways**

- a.** The Contractor should not simultaneously perform work on opposite sides of the roadway when the Work is within 12 feet of the travel-way. Shoulders can be alternated if areas are separated by at least one-half mile of distance in rural areas or at least 500 feet of distance in urban areas.
- b.** On two-lane projects where full width sections of the existing subgrade, base or surfacing are to be removed, and new base, subgrade, or surfacing are to be constructed, the Contractor should maintain one-lane of traffic through the construction area by removing and replacing the undesirable material for half the width of the existing roadway at a time. Replacement should be made such that paving is completed to the level of the existing pavement in the adjacent lane by the end of the workday or before opening all the roadway to traffic.

## **E. Work Zone Geometric Restrictions**

There should be no reduction in the total number of available traffic lanes including turning lanes that existed prior to construction, except as specifically allowed by the Contract and as approved by the Engineer.

Travel lane Clearances: All portions of the Work should maintain the following minimum requirements:

Horizontal: The combined dimensions of the paved shoulder and the roadway surface remaining outside the Work Zone should be no less than sixteen feet ( $\geq 16'$ ) in width at any location.

Vertical: The overhead clearance should not be reduced to less than fifteen feet ( $\geq 15'$ ) at any location.

The restrictions above apply to all shifts, lane closures, on-site detours and off-site detours whether shown in the Contract or proposed by the Contractor. It shall be the responsibility of the Contractor to verify that these minimum requirements have been met before proceeding with any phase of the Work. Two-lane, two-way roadways may have temporary horizontal restrictions of less than sixteen feet ( $\geq 16'$ ) during flagging operations. The minimum horizontal clearance should be restored before the flagging operation is removed.

## **F. Clear Zone**

At the end of the workday, all equipment, materials, and TTC devices not in use should be moved out of the clear zone or behind positive protection. The clear zone is defined by Georgia Standard 4000W "Lengths of Advancement, Clear Zone Distances, Fill Height Embankment". For urban roadway with curb, the minimum set back is six (6') feet from the curb face. If stored behind positive protection, proper lengths of advancement should be maintained. If stored behind guardrail the items shall be a minimum five feet ( $\geq 5'$ ) from the face of the guardrail and not in the recovery zone of the anchor.

The WTCS shall monitor the Work to ensure that all the rocks, boulders, construction debris, stockpiled materials, equipment, tools and other potential hazards are kept clear of the travel lane.

## **G. Milled Surface Restrictions**

Unless modified by the special conditions, a milled surface on any asphaltic concrete surface shall not be allowed to remain open to traffic for a period of time that exceeds thirty (> 30) calendar days.

## **H. Construction Vehicles**

The Contractor's vehicles shall travel in the direction of normal roadway traffic and shall not reverse direction except at intersections, interchanges, or approved temporary crossings. The Contractor may submit a plan requesting that construction traffic be allowed to travel in the opposite direction of normal traffic when it would be desirable to modify traffic patterns to accommodate specific construction activities.

Prior approval of the Engineer shall be obtained before any construction traffic is allowed to travel in a reverse direction. If the Contractor's submittal is approved, the construction traffic shall be separated from normal traffic by appropriate traffic control devices.

The parking of Contractor's and/or workers' personal vehicles within the work area or adjacent to traffic is prohibited. It shall be the responsibility of the WTCS to ensure that any vehicle present at the worksite is necessary for the completion of the Work.

## **I. Environmental Impacts**

The Contractor shall ensure that dust, mud, and other debris from construction activities do not interfere with normal traffic operations or adjacent properties.

## **J. Existing Street Lights**

Existing street lighting shall remain lighted as long as practical and until removal is approved by the Engineer.

## **K. Nighttime Work Lighting**

Adequate temporary lighting shall be provided at all nighttime work sites where workers will be immediately adjacent to traffic.

## **L. Removal/Reinstallation of Miscellaneous Items**

In the prosecution of the Work, if it becomes necessary to remove any existing signs, markers, guardrail, etc. not covered by specific pay item, they shall be removed, stored and reinstalled, when directed by the Engineer, to line and grade, and in the same condition as when removed.

## 150.3.02 Personnel – Worker Safety Apparel

In accordance with MUTCD (6D.03) all workers, within the right-of-way who are exposed either to traffic or to work vehicles and construction equipment within the TTC zone, shall wear high-visibility safety apparel that meets the Performance Class 2 or better.

## 150.3.03 Signage - General

### A. Signing Requirements of the Temporary Traffic Control (TTC) Plan

When existing regulatory, warning or guide signs are required for proper traffic and pedestrian control, the Contractor shall maintain these signs in accordance with the TTC plan. The Contractor shall review the status of all existing signs, interim signs added to the Work, and permanent sign installations that are part of the work to eliminate any conflicting or non-applicable signage in the TTC Plan. The Contractor's review of all signs in the TTC Plan shall establish compliance with the requirements of the MUTCD and Section 150. Any conflicts shall be reported to the Engineer immediately and the WTCS shall take the necessary measures to eliminate the conflict.

The Contractor shall make every effort to eliminate the use of interim signs as soon as the Work allows for the installation of permanent signs.

All existing illuminated signs shall remain lighted and be maintained by the Contractor.

Existing street name signs shall be maintained at street intersections.

Refer to section **150.2.05.B. Sign Blanks and Panels** for size and material requirements.

### B. Conflicting or Non-Applicable Signs

Any sign(s) or portions of a sign(s) that are not applicable to the TTC plan shall be covered so as not to be visible to traffic or shall be removed from the roadway when not in use. The WTCS shall review all traffic shifts and changes in the traffic patterns to ensure that all conflicting signs have been removed. The review shall confirm that the highest priority signs have been installed and that signs of lesser significance are not interfering with the visibility of the high priority signs. High priority signs include signs for road closures, shifts, detours, lane closures and curves. Any signs, such as speed zones and speed limits, passing zones, littering fines and litter pick up, that reference activities that are not applicable due to the presence of the Work shall be removed, stored and reinstalled when the Work is completed.

Failure to promptly eliminate conflicting or non-applicable signs shall be considered as non-performance under Subsection 150.7.01.

### C. Removal of Existing Signs and Supports

The Contractor shall not remove any existing signs and supports without prior approval from the Engineer. All existing signs and supports which are to be removed shall be stored and protected if this material will be required later in the Work as part of the TTC plan. If the signs are not to be utilized in the Work, then the signs will become the property of the Contractor unless otherwise specified in the Contract documents.

### D. Interim Guide, Warning and Regulatory Signs

Interim guide, warning, or regulatory signs required to direct traffic and pedestrians shall be furnished, installed, reused, and maintained by the Contractor in accordance with the MUTCD, the Plans, Special Provisions, Special Conditions, or as directed by the Engineer. These signs shall remain the property of the Contractor. When the signs are used for long-term stationary operations as defined MUTCD (6G.02), the bottom of all interim signs shall be mounted seven feet (7') to eight feet (8') above the level of the pavement edge or sidewalk. The signs offset should

be six feet (6') to twelve feet (12') from the pavement edge or two feet ( $\geq 2'$ ) minimum for sidewalks according to MUTCD (6F-1). Special Conditions under Subsection 150.6 may modify this requirement.

Portable signs may be used when the duration of the Work is less than three (3) days or as allowed by the special conditions in Subsection 150.6. Portable interim signs shall be mounted a minimum of one foot ( $\leq 1'$ ) above the level of the pavement edge for directional traffic of two (2) lanes or less and at seven feet (7') for directional traffic of three (3) or more lanes according to MUTCD (6F-2). Signs shall be mounted at the height recommended by the manufacturer's crashworthy testing requirements.

All sign blanks shall be rigid whether the sign is mounted as a portable sign, on a Type III barricade or as a permanent mount height sign. Utilities and their subcontractors working in the project limits, and not included in the project Contract, may use non-rigid signs.

## **E. Existing Special Guide Signs**

Existing special guide signs on the Project shall be maintained until conditions require a change in location or legend content. When change is required, existing signs shall be modified and continued in use if the required modification can be made within existing sign borders using design requirements (legend, letter size, spacing, border, etc.) equal to that of the existing signs, or of Subsection 150.3.E.2. Differing legend designs shall not be mixed in the same sign.

### **1. Special Guide Signs**

Special guide signs are those expressway or freeway guide signs that are designed with message content (legend) that applies to a particular roadway location. When an existing special guide sign is in conflict with work to be performed, the Contractor shall remove the conflicting sign and reset it in a new, non-conflicting location which has been approved by the Engineer.

### **2. Interim Special Guide Signs**

When it is not possible to utilize existing signs, either in place or relocated, the Contractor shall furnish, erect, maintain, modify, relocate, and remove new interim special guide signs in accordance with the Plans or as directed by the Engineer. Interim special guide signs that may be required in addition to, or a replacement for, existing expressway and freeway (interstate) signs shall be designed and fabricated in compliance with the minimum requirements for guide signing contained in Part 2E "Guide Signs – Freeway and Expressway" of the MUTCD. All interstate shields on these signs shall be 48 inches and 60 inches for two-numeral and three-numeral routes, respectively.

The road name of the exit or route shield shall be placed on the exit gore sign.

### **3. Interim Overhead Guide Sign Structures**

Interim overhead special guide sign structures are not required to be lighted unless specifically required by the Plans. If lighting is required, the sign shall be lighted as soon as erected and shall remain lighted, during the hours of darkness, until the interim sign is no longer required. The Contractor shall notify the Power Company at least thirty (30) days prior to desire connection to the power source.

### **4. Permanent Special Guide Signs**

The installation of new permanent special guide signs and the permanent modification or resetting of existing special guide signs, when included in the Contract, shall be accomplished as soon as practical to minimize the use of interim special guide signs. If lighting is required by the Plans, all new permanent overhead special guide signs shall be lighted as soon as erected.



## **F. Stop Sign Regulated Intersections**

For intersections that utilize stop sign(s) to control the flow of traffic and to restrict the movement of vehicles, the stop sign(s) shall be maintained for the duration of the Work or until such time that the stop condition is eliminated or until an interim or permanent traffic signal can be installed to provide proper traffic control. The traffic signal shall be installed and properly functioning before the removal of the existing stop sign(s) is permitted. If the existing intersection is enhanced traffic control features, such as stop lines, double indicated stop signs, oversized signs, advanced warning stop ahead signs, rumble strips on the approaches or flashing beacons located overhead or on the shoulders then these features shall be maintained for the duration of the project or until the permanent traffic control plan has been implemented.

Whenever the staging of the Work requires that the traveled way be relocated or realigned the Contractor shall reinstall all enhanced traffic control features noted above on the newly constructed sections of the Work. The cost of relocating the stop lines, stop signs, advanced warning signs, the rumble strips and the flashing beacons shall be included in the price bid for Traffic Control - Lump Sum unless individual pay items are included in the Contract for rumble strips and/or flashing beacons. When pay items are included in the Contract for rumble strips or flashing beacons then these items will be paid per each.

When staging requires the relocation or realignment of an existing stop condition, it may be necessary to consider the addition of enhanced traffic control features even though none existed at the original location. Horizontal and vertical alignment changes at a new location may have decreased or restricted sight distance or the stop condition may occur sooner than in the previous alignment. If these conditions occur, then the Engineer and/or the WTCS should consider additional measures to enhance the motorist's awareness of the changes even though the staging plans may not address enhanced features. Stop signs should be a minimum of 36 inches for interim situations. The use of 48 inch stop signs may be warranted under project specific conditions. Flags may be used on interim/permanent stop signs that are mounted at seven (7') feet in height for a short duration in order to direct additional attention to a new or relocated stop sign(s). Flags should not be used for durations exceeding two weeks unless unusual or site specific conditions warrant a longer period of time. The use of Type "A" flashing red light(s) attached to the stop sign(s) may be appropriate during the same period that the flags are in use to increase attention.

The use of rumble strips and/or PCMS may be considered. The use of new rumble strips, where none previously existed, shall have the prior approval of District Traffic Operations before being included as part of the temporary traffic control plan. The message(s) displayed on any PCMS shall have the prior approval of the Engineer and the message(s) shall be included as part of the TTC plan for the interim staging.

The placement of any additional interim ground mounted signs and posts or stop lines shall be considered as incidental to the price bid for Traffic Control - Lump Sum. The installation of rumble strips, flashing beacons or the use of Portable Changeable Message Signs (PCMS) shall be considered as Extra Work unless pay items are included in the Contract.

## **G. Low Shoulder Signage**

### **1. Low Shoulder for Construction/Reconstruction/Resurfacing Projects**

"Low Shoulder" (W8-9) signs shall be erected when a difference in elevation less than four (< 4') feet from the traveled way, exceeds one inch (> 1") but does not exceed three inches ( $\leq 3$ ") between the travel lane and any type of shoulder.

The spacing of the signs shall not exceed one (1) mile and the signs shall be placed immediately past each crossroad intersection. The "Low Shoulder" signs shall remain in place until the difference in elevation is eliminated and the shoulder has been dressed and permanently grassed for a minimum of thirty (30) calendar days. These signs shall be furnished, installed, maintained and removed by the Contractor as part of Traffic Control-Lump Sum. These signs shall be fluorescent orange with black borders.

### **2. Shoulder Drop-Off for Construction/Reconstruction/Resurfacing Project**

“Shoulder Drop-Off” (W8-17) signs shall be used when a difference in elevation, less than four feet (< 4’) from the traveled way, exceeds three inches (> 3”) and is not protected by positive barrier protection. These warning signs shall be placed in advance of the drop-off.

The spacing of the signs shall not exceed one (1) mile and the signs shall be placed immediately past each crossroad intersection. The “Shoulder Drop-Off” signs shall remain in place until the difference in elevation is eliminated and the shoulder has been dressed and permanently grassed for a minimum of thirty (30) calendar days. These signs shall be furnished, installed, maintained, and removed by the Contractor as part of Traffic Control-Lump Sum. These signs shall be black borders on fluorescent orange background.

## H. Bump Signage

A bump sign (W8-1) shall be utilized when a transverse joint in the pavement structure has a vertical difference in elevation of three quarters ( $\geq 3/4$ ”) of an inch or greater in depth with no horizontal taper to ramp the traffic from one elevation to the other. This condition typically occurs at approach slabs during pavement milling operations and at transverse joints in asphaltic pavement lifts. Other conditions include utility and storm drainage repairs that require concrete placement for patching and/or steel plating.

The W8-1 sign shall be placed sufficiently in advance to warn the motorist of the condition.

## I. Sign Visibility

All existing, interim and new permanent signs shall be installed to be completely visible and legible for an advance distance in compliance with the MUTCD. Any clearing required for maintaining the line of sight to existing, interim or permanent signs shall be done as part of the requirements of the TTC plan. The clearing shall include any advance warning signs, both interim and permanent, that are installed as a part of the Work including advance warning signs that are installed outside the limits of the project. Limbs, brush, construction equipment and materials shall be kept clear of the driver’s line of sight to all signs that are part of the TTC plan.

## 150.3.04 Advance Warning Signs

### A. Project Signs - All Type of Highways

Advance warning signs shall be placed ahead of the work area in accordance with Part 6 of the MUTCD and unless noted below shall include a series of at least three advance road work (W20-1) signs placed at the termini of the project. The series shall have the legend ROAD WORK (1500 FEET, 1000 FEET, AND 500 FEET).

At grade intersecting roadways and on-ramps shall be signed with a minimum of one ROAD WORK AHEAD sign.

When work terminates at a “T” intersection, a minimum of one “ROAD WORK AHEAD” sign shall be placed in advance of the intersection and one “END ROAD WORK” sign shall be placed at the termination end of the intersection. Field conditions may require the use of additional warning signage.

#### 1. State Routes

Advanced Warning Signs on State Routes shall be a minimum dimension of forty-eight inches by forty-eight inches (48” x 48”). When a State Route intersects a project which consists of adding travel lanes, reconstructing an existing roadway or new location work, the State Route approaches shall have a minimum of three (W20-1) advanced warning signs (1500 ft., 1000 ft., 500 ft.). The termination end of an intersecting State Route shall have END ROAD WORK signage.

The W20-1 signs shall be placed at the termini of the project or sufficiently in advance of the termini to allow for lane shifts, lane closures and other activities which may also require advanced warning signs. The advanced warning signs for the project should not overlap with the advanced warning signs for lane shifts, lane closures, etc.

The length of a work zone should be held to the minimum length required to accomplish the Work. If a project has multiple individual worksites within the overall limits of the project, each site should be signed individually if the advance warning signs for each site can be installed without overlapping an adjacent worksite. As soon as the work is completed at any individual site, the warning signs shall be removed from that site.

Project mileage indicated on the G20-1 sign shall be the actual project mileage rounded up to the nearest whole mile. Projects less than two (< 2) miles in length or individual worksites that are part of a multiple worksite project may delete this sign. The G20-1 sign shall be forty-eight inches by twenty-four inches (48" x 24") and the G20-2 sign shall be forty-eight inches by twenty-four inches (48" x 24").

## 2. Interstate, Limited Access and Multilane Divided Highways

In addition to the W20-1 signs required at 500 ft., 1000 ft. and 1500 ft., multi-lane divided highways shall also have additional advanced warning signs installed with the legend "ROAD WORK (2 MILES, 1 MILE and 1/2 MILE). All construction warning signs on divided highways shall be double indicated (i.e., on the left and right sides of the roadway.) If the use of the half (1/2) mile, one (1) mile and two (2) mile advanced warning signs cause an overlap with other work or do not benefit field conditions then the Engineer may review the use of these signs and eliminate their installation. When the posted speed limit is fifty ( $\leq$  50) mph or less, the one-half (1/2) mile, one (1) mile and two (2) mile signs should be eliminated especially in urban areas.

The W20-1 advance warning signs for ROAD WORK 500 FEET; 1000 FEET; and 1500 FEET shall be temporarily covered when work involving the advanced warning signs for lane shifts and lane closures overlap these signs. The ROAD WORK 1/2 MILE, ROAD WORK 1 MILE, and ROAD WORK 2 MILES shall be in place when the 500, 1000 and 1500 feet signs are temporarily covered.

When the Temporary Traffic Control zone already has advanced warning (W20-1) signs installed the W20-1 signs required for lane closures under Standard 9106 should be eliminated.

## 3. Ramp Work on Limited Access Highways

The work zone shall not be signed for the entire length of the mainline of a limited access highway when only short individual worksites, interchange or ramp work is being performed.

When work is restricted to ramp reconstruction or widening activities, the advance warning signs on the mainline section of the limited access highway shall be limited to the use of portable advance warning signs. These portable advance warning signs shall only be utilized when work activity is within the gore point of the ramp and the mainline traveled way or work is active in the acceleration/deceleration lane adjacent to the mainline traveled way. Portable advance warning signs (W20-1: 1500 ft. /1000 ft. /500 ft.) shall be installed on the traveled way of the limited access highway when the above conditions are present. The advance warning signs shall be installed only in one direction where work is active. All portable signs shall be double indicated. When work is not active, the ramp work shall be advanced warned by the use of a single forty-eight inches by forty-eight inches (48" x 48") "ROAD WORK AHEAD" (W20-1) with an "ON RAMP" plaque (W13-4p) sign along the right shoulder of the mainline traveled way prior to the beginning of the taper for the deceleration lane. Differences in elevation shall be in compliance with the requirements of Subsection 150.3.11 prior to the removal of the portable (W20-1) advanced warning signs from the mainline.

## B. Highway Work Zone

In accordance with Georgia Code, O.C.G.A. § 40-6-188, all sections or segments of the roadway under construction or reconstruction shall be signed as a Highway Work Zone except non-state highway two-lane two-way resurfacing projects. Two conditions can be applied to a Highway Work Zone. Condition 1 is when no reduction in the existing speed limit is required. Condition 2 is when worksite conditions require a reduction of the speed limit through the designated Work Zone. Properly marking a Highway Work Zone shall include the following minimum requirements:

### 1. No Reduction in the Existing Posted Speed Limit in Highway Work Zone

- a. Signage shall be posted at the beginning point of the Highway Work Zone warning the traveling public that increased penalties for speeding violations are in effect. The beginning point of Highway Work Zone is at the project limits, start of work zone, or at the start of the first taper. The HWZ-2 sign shall be placed a minimum of 600 feet in advance of the Highway Work Zone and shall not be placed more than 1000 feet in advance of the Work Zone. If no speed reduction is required, it is recommended that the HWZ-2 be placed at 750 feet from the work area between the ROAD WORK 500 FT. and the ROAD WORK 1000 FT. signs.

HWZ-2 signs shall be placed at intervals not to exceed one mile for the length of the project. HWZ-2 signs should be placed on the mainline after all major intersections except State Routes. State Routes shall be signed as per the requirements for intersecting roadways below.

- b. The existing speed limit shall be posted at the beginning of the Work Zone. Existing Speed Limit signs (R2-1) shall be maintained.
  - c. Intersecting state routes shall be signed in advance of each intersection with the Work Zone with an HWZ-2 sign to warn motorists that increased fines are in effect. All other intersecting roadways that enter into a designated Highway Work Zone may be signed in advance of each intersection with the Work Zone. When construction equipment and personnel are present in the intersection on the mainline of a multi-lane roadway, the intersecting side roads shall be signed in advance with HWZ-2 signs. As soon as the work operation clears the intersection, the signage may be removed.
  - d. Sign HWZ-3 shall be posted at the end of the Highway Work Zone indicating the end of the zone and indicating that increased penalties for speeding violations are no longer in effect.
  - e. When a designated Highway Work Zone is no longer necessary, all signs shall be removed immediately.
2. Reducing the Speed Limit in a Highway Work Zone

Highway Work Zone signs shall be posted as required in Condition 1 above and in accordance with Detail 150-C.

A "Reduce Speed Limit Ahead" (W3-5) sign shall be posted 600 feet prior to the reduced speed limit.

Then a "Speed Limit" signage (R2-1) for the reduced speed limit shall be erected at the beginning of the Work Zone. Additional signs shall be placed at whichever is least:

- a. on non-interstate roads after every junction with a numbered (state or U.S.) route.
- b. on interstates entrance ramp 1,500 feet from the end of the entrance taper. Detail 150-D
- c. on non-interstate and interstate, a maximum spacing of no greater than one (1) mile apart.

On multi-lane divided highways, the speed limit signs shall be double indicated when the reduced speed is in use.

Additional signs may be necessary to adjust for actual field conditions.

For limited access (interstate) highways and controlled access multi-lane divided highways, the posted speed limit shall be reduced as required below.

When any one or more of the following conditions exist and the existing speed limit is sixty-five (65) mph or seventy (70) mph, the speed limit shall be reduced by ten (10) mph. If the existing speed limit is sixty (60) mph, the speed limit should be reduced by five (5) mph. If the existing speed limit is fifty-five ( $\leq 55$ ) mph or less, the Contractor can only reduce the speed limit with the prior approval of the Engineer. The reduction in the speed limit shall be no greater than ten (10) mph:

- a) Lane closure(s) of any type and any duration.

- b) The difference in elevation exceeds two inches (> 2") adjacent to a travel lane as shown in Subsection 150.3.11, Detail 150-E, Detail 150-F.
- c) Any areas where equipment or workers are within ten feet (10') of a travel lane.
- d) Temporary portable concrete barriers located less than two feet (2') from the traveled way.
- e) As directed by the Engineer for conditions distinctive to this project.

When the above conditions are not present, the speed limit shall be immediately returned to the existing posted speed limit. A speed reduction shall not be put in place for the entire length of the project unless conditions warranting the speed reduction are present for the entire project length. All existing speed limit signs within the temporary speed reduction zone shall be covered or removed while the temporary reduction in the speed limit is in effect. All signs shall be erected to comply with the minimum requirements of the MUTCD.

At a minimum, the following records shall be kept by the WTCS:

- a) Identify the need for the reduction.
- b) Record the time of the installation and removal of the temporary reduction.
- c) Fully describe the location and limits of the reduced speed zone.
- d) Document any accident that occurs during the time of the reduction.

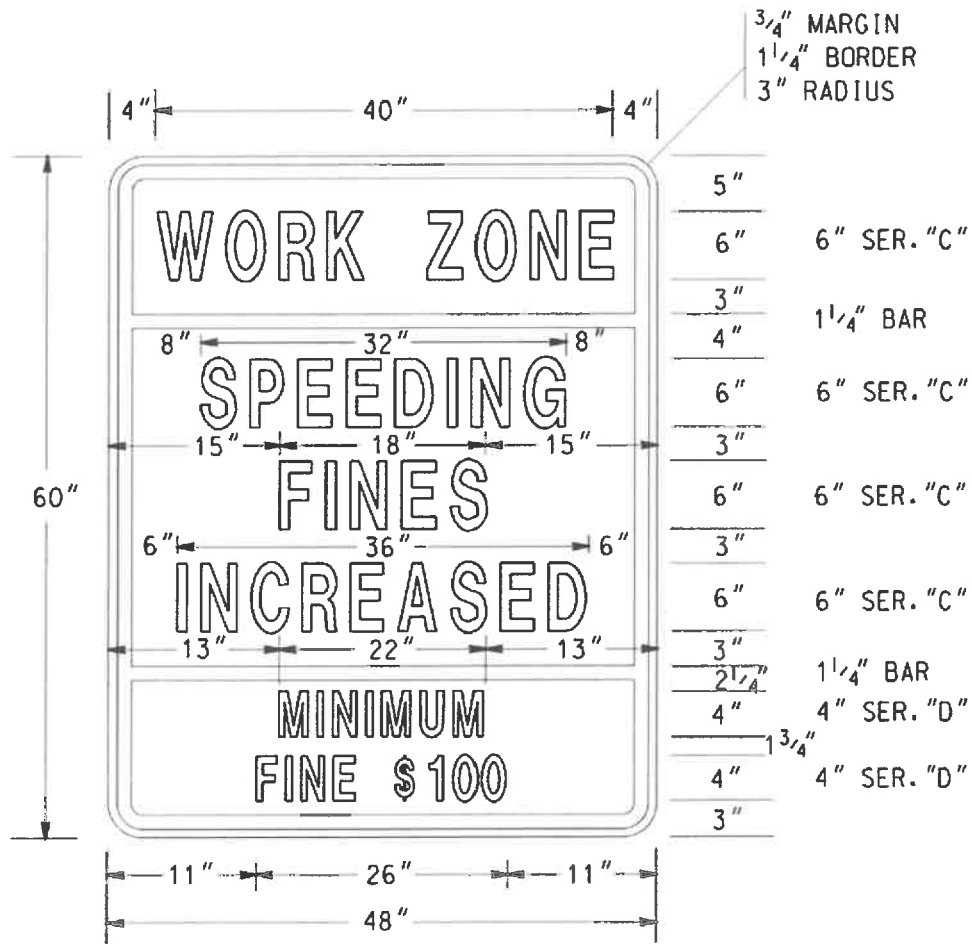
A copy of the weekly records for reduced speed zones shall be submitted to the Engineer.

When a pilot vehicle is used on a two-lane two-way roadway, the speed limit should not be reduced. For special conditions specific to the Work, on two-lane two-way roadways or multi-lane highways, the Contractor may reduce the posted speed limit with the prior approval of the Engineer.

### 3. Variable Speed Limit Zones

Projects that are within or extends into variable speed limit zones shall be posted according to condition 1 with HWZ-1, HWZ-2, and HWZ-3 signs. No additional "speed limit" signs, (R2-1), shall be posted. Any reduction or increase in speed limits will be controlled by the normal operation of the variable speed limit system.

Upon request, a maximum speed limit of fifty-five (55) mph **may** be set for the project limits.



HWZ-2

COLORS

TOP PANEL

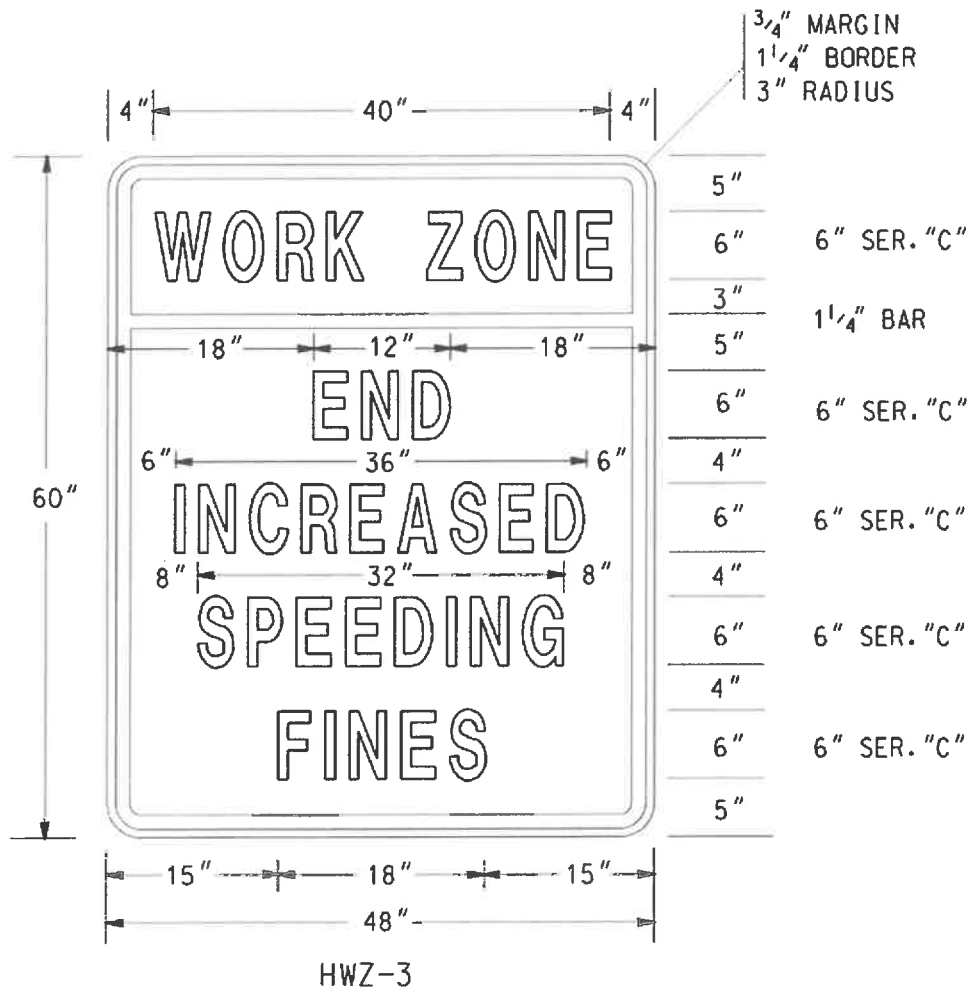
LEGEND & BORDER - BLACK (NON-REFL)  
 BACKGROUND - FLUORESENT ORANGE

MIDDLE & BOTTOM PANELS

LEGEND & BORDER - BLACK  
 BACKGROUND - WHITE

NOTES:

1. ALL HWZ-2 SIGN PANELS SHALL BE RIGID.
2. THE SIZE OF THE HWZ-2 SIGN SHALL NOT BE REDUCED FOR USE ON TWO-LANE ROADWAYS.



**COLORS**

**TOP PANEL**

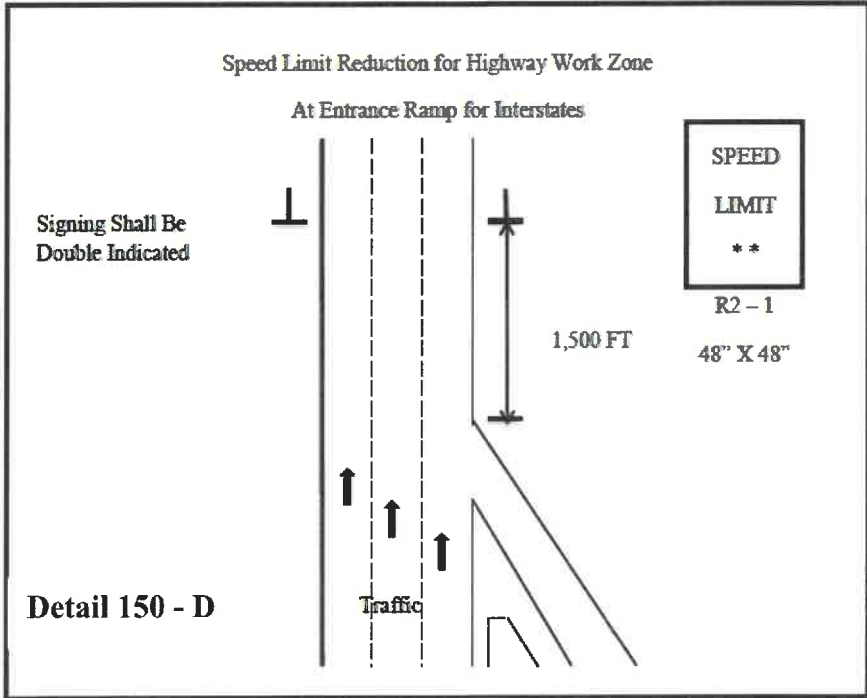
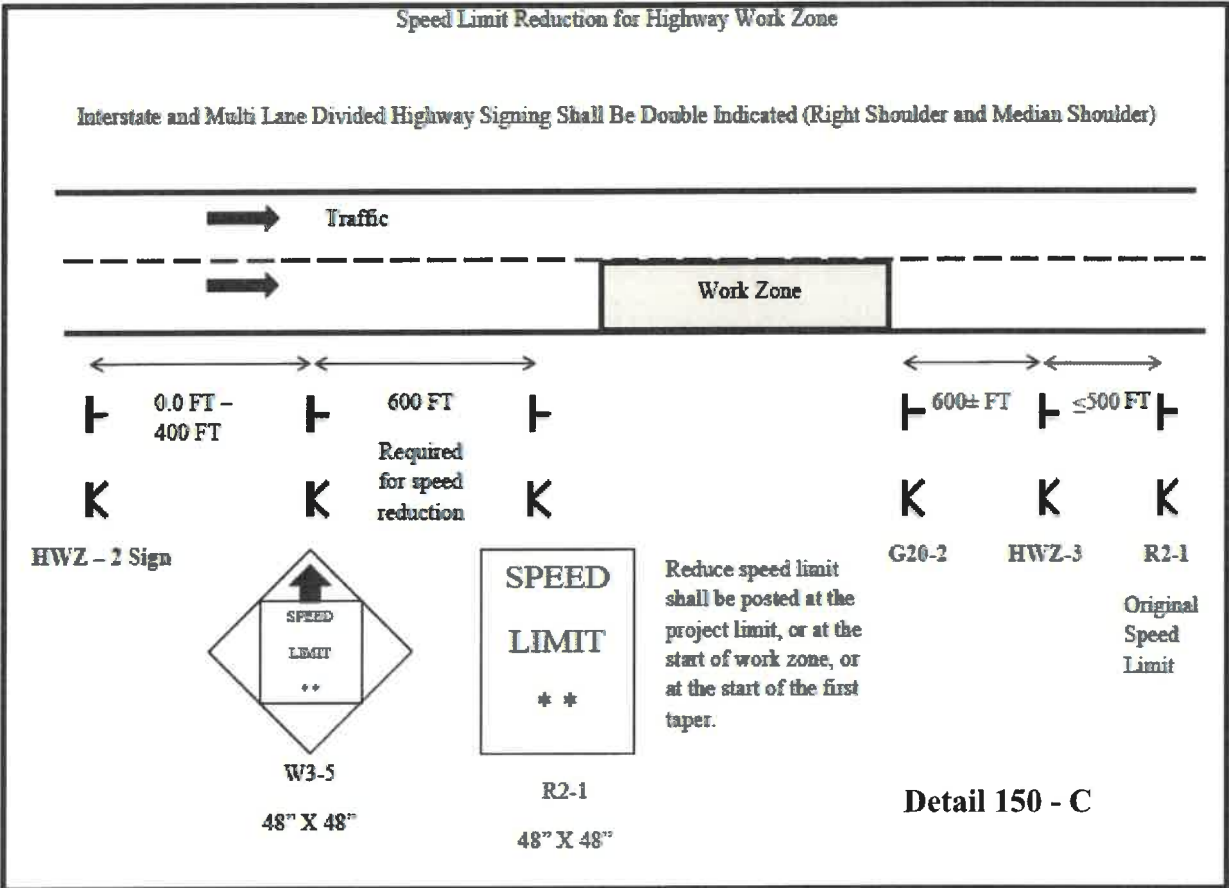
LEGEND & BORDER - BLACK (NON-REFL)  
 BACKGROUND - FLUORESENT ORANGE

**BOTTOM PANEL**

LEGEND & BORDER - BLACK (NON-REFL)  
 BACKGROUND - WHITE

**NOTES:**

1. ALL HWZ-3 SIGN PANELS SHALL BE RIGID.
2. THE SIZE OF THE HWZ-3 SIGN SHALL NOT BE REDUCED FOR USE ON TWO-LANE ROADWAYS.





## C. Installation/Removal of Work Area Signage

No payment will be made for Traffic Control-Lump Sum until the Work has actually started on the Project. The installation of traffic control signage does not qualify as the start of work. Advanced warning signs shall not be installed until the actual beginning of work activities. Any permanent mount height signs installed as the work is preparing to start shall be covered until all signs are installed unless all signs are installed within seven ( $\leq 7$ ) calendar days after beginning installation.

All temporary traffic control devices shall be removed as soon as practical when these devices are no longer needed. When work is suspended for short periods of time, temporary traffic control devices that are no longer appropriate, shall be removed or covered.

All construction warning signs shall be removed within seven ( $\leq 7$ ) calendar days after time charges are stopped or pay items are complete. If traffic control devices are left in place for more than ten ( $> 10$ ) calendar days after completion of the Work, the Department shall have the right to remove such devices, claim possession thereof, and deduct the cost of such removal from any monies due, or which may become due, the Contractor.

CORRECTIVE LIST WORK: Portable signs shall be utilized to accomplish the completion of all corrective list items, if the corrective list is the only work being performed. The portable signs shall be removed daily. All permanent mount height signs shall be removed prior to the beginning of the corrective list only work, except "Low/Soft Shoulder" signs and any signs that have the prior written approval of the Engineer to remain in place while the corrective list work is in progress.

Failure to promptly remove the construction warning signs within the seven (7) calendar days after the completion of the Work or failure to remove or cover signs when work is suspended for short periods of time shall be considered as non-performance under Subsection 150.7.01.

## 150.3.05 Shoulder/Lane Closures

### A. Approval/Restrictions

All shoulder closures and lane closures of any type or duration shall have the prior approval of the Engineer.

#### 1. Closure Length

The length of a shoulder closure and a lane closure shall not exceed two (2) miles in length excluding the length of the tapers unless the prior approval of the Engineer has been obtained. The Engineer may extend the length of the closure based upon field conditions; however, the length of a work zone should be held to the minimum length required to accomplish the Work. Shoulder closure and Lane Closures shall not be spaced closer than one mile. The advanced warning signs for the Project should not overlap with the advanced warning signs for lane shifts, lane closures, etc.

#### 2. Duration

The first (7) calendar days in an Urban area and the first three (3) calendar days in a Rural area of any lane closure shall be signed and marked as per Georgia Standard 9106 "Traffic Control Detail for Lane Closure on Multi-Lane Divided Highway" or Georgia Standard 9107 "Traffic Control Detail for Lane Closure on Multi-Lane Undivided Highway". However, lane closures that exist for a duration longer than three ( $> 3$ ) calendar days may be signed and marked as per the details in Georgia Standard 9121 "Tapers, Signs, and Markings for Passing Lanes", provided the prior approval of the Engineer is obtained. The approved lane drop shall utilize a PCMS and only the signs and markings shown for the termination end of the lane drop in Georgia Standard 9121. All warning signs in the lane drop sequence shall be used. Drums may be substituted for the Type I Crystal Delineators at the same spacing.

## B. Shoulder Closures

In accordance with MUTCD 6G.07, when paved shoulders, having a width of eight feet ( $\geq 8'$ ) or more are closed, at least one (1) advance warning sign shall be used. The sign(s) should read SHOULDER CLOSED (W21-5a). The signs are only posted on the side with the shoulder closure. Where the downstream end of the shoulder closure extends beyond the distance that can be perceived by road users, a supplementary plaque bearing the message NEXT XX FEET(W16-4P) or MILES (W7-3aP) should be placed below the SHOULDER CLOSED (W21-5a) sign. These signs shall be placed 500 feet prior to the shoulder closure. For multi-shoulder closures, the Shoulder Closed sign shall be repeated after two (2) miles at 500 feet prior to the next shoulder closure.

A shoulder closure will require a shoulder taper of  $(1/3) L$  ( $L$ =merging taper length). Traffic drums shall be used for the taper. Arrow boards are not required.

If positive barriers are used to close the shoulder, the taper and drums shall be in accordance with Standard 4960, Temporary Barrier (End Treatment Options). The approach end of the barrier taper should be 10:1 or flatter slope.

## C. Lane Closure

### 1. Advance Warning Signs

The Advance Warning signs shall be in accordance with MUTCD and Georgia Standard 9106 "Traffic Control Detail for Lane Closure on Multi-Lane Divided Highway" and Georgia Standard 9107 "Traffic Control Detail for Lane Closure on Multi-Lane Undivided Highway".

When the Temporary Traffic Control zone already has advanced warning (W20-1) signs installed the W20-1 signs required for lane closures under Standard 9106 and 9107 should be eliminated.

For Interstate, Limited Access and Multi-lane Divided Highways, an additional PCMS shall be placed one (1) mile in advance of a lane closure with a message denoting the appropriate lane closure one (1) mile ahead. No other message shall be displayed on this PCMS. The PCMS shall be placed on the outside shoulder in accordance with Detail 150-B [PCMS]. This is in addition to the other traffic control devices required by Standard 9106.

At the discretion of the Engineer, the Contractor may start placing advance warning signs a half-hour (1/2 hr.) prior to the lane closure.

### 2. Transition Area – Taper

Drums shall be used on all transition tapers. If traffic drums with retroreflectivity of less than type VI are used for a merge taper that exists into the night, all drums located in the taper shall have, for the length of the taper only, a six inch (6") fluorescent orange (ASTM Type VI, VII, VIII, IX or X) reflectorized top stripe on each drum. The top six inch (6") stripe may be temporarily attached to the drum while in use in a taper. The Engineer may allow the fluorescent orange reflectorized six inch (6") top stripe on each drum in a merging taper to remain in place during daylight hours provided there is a lane closure(s) with a continuous operation that begins during one nighttime period and ends during another nighttime period. All drums that have the six inch (6") top stripe permanently attached shall not be used for any other conditions.

In accordance with MUTCD (6C.08), the minimum length for a merging taper for a lane closure on the travel way shall be as shown in Table 150-1:

**TABLE 150-1**

Posted Speed Limit, MPH	Lane Width 9 Feet	Lane Width 10 Feet	Lane Width 11 Feet	Lane Width 12 Feet	Maximum Drum Spacing in Tapers, (Feet)
<b>Minimum Taper Length (L) in Feet</b>					
20	60	70	75	80	20
25	95	105	115	125	25
30	135	150	165	180	30
35	185	205	225	245	35
40	240	270	295	320	40
45	405	450	495	540	45
50	450	500	550	600	50
55	495	550	605	660	55
60	540	600	660	720	60
65	585	650	715	780	65
70	630	700	770	840	70
75	675	750	825	900	75

If site conditions require a longer taper, then the taper shall be lengthened to fit particular individual situations.

The length of shifting tapers should be at least one-half (1/2) L.

Multiple Lane Closures:

- a. A maximum of one (1) lane at a time shall be closed with each merging taper.
- b. A minimum tangent length of two ( $\geq 2$ ) L shall be installed between each individual lane closure taper. The tangent length is part of the transition area. Therefore, only traffic drums can be used in the tangent.

**3. Activity Area**

The activity area consists of a buffer and the work space. Georgia Standard 9106 “Traffic Control Detail for Lane Closure on Multi-Lane Divided Highway” states “Buffer zones of 300’ minimum, 500’ desirable are required for tangent sections and shall be increased for horizontal or vertical curves due to sight distance considerations”

Georgia Standard 9107 “Traffic Control Detail for Lane Closure on Multi-Lane Undivided Highway” requires a fifty feet (50’) buffer. The buffer shall be increased for horizontal or vertical curves due to sight distance considerations”

The channelization devices are spaced at a maximum of eighty feet (80’).

**4. Termination Area**

Georgia Standard 9106 “Traffic Control Detail for Lane Closure on Multi-Lane Divided Highway” requires a 150 feet buffer and a minimum 200 feet downstream taper.

Georgia Standard 9107 “Traffic Control Detail for Lane Closure on Multi-Lane Undivided Highway” requires 150 feet downstream taper.

**D. Removal of Lane Closures**

To provide the greatest possible convenience to the public in accordance with Section 107, the Contractor shall remove all signs, lane closure markings, and devices immediately when lane closure work is completed or temporarily suspended for any length of time or as directed by the Engineer. All portable signs and portable sign mounting devices shall be removed from the roadway to an area which will not allow the sign to be visible and will not allow the sign or sign mounting device to be impacted by traffic. All devices shall be stored beyond the clear zone or behind positive protection.

## E. Exit and Entrance Ramps

On multi-lane highways, where traffic has been shifted to the inside lanes, the exit and entrance ramps shall have drums placed on both sides of the ramp. This requirement will apply to any situation where traffic is shifted to contra flows or inside staging lanes to facilitate reconstruction work in the vicinity of exit and entrance ramps. The temporary ramp taper length should be greater than, or equal to, the existing taper length. Interim EXIT gore signs shall be placed at the ramp divergence. The "EXIT OPEN" sign shown in Figure TA-42 of the MUTCD shall be utilized. For exit ramps, drums spacing shall be decreased to ten feet (10') for 200 feet in advance of the temporary gore and be decreased to ten feet (10') for the first 100 feet of the temporary gore, and throughout the exit ramp. For on-ramps, drums should be used 200 feet prior to the ramp and end 100 feet past the merge taper. The drum spacing for the on ramp may be decreased but should not obstruct the view of the drivers i.e. for the ramp vehicles.

## 150.3.06 Traffic Pacing Method

### A. Pacing of Traffic

With prior approval from the Engineer, traffic may be paced allowing the Contractor up to twenty (20) minutes maximum to work in or above all lanes of traffic for the following purposes:

1. Placing bridge members or other bridge work.
2. Placing overhead sign structures.
3. Other work items requiring interruption of traffic.

The Contractor shall provide a uniformed law enforcement officer with patrol vehicle and blue flashing light for each direction of pacing. The law enforcement officer, Engineer, and flaggers at ramps shall be provided with a radio which will provide continuous contact with the Contractor.

When ready to start the work activity, the law enforcement vehicle will act as a pilot vehicle slowing the traffic, thereby providing a gap in traffic allowing the Contractor to perform the Work. Any on-ramps between the pace and the work area shall be blocked during pacing of traffic, with a flagger properly dressed and equipped with a Stop/Slow paddle. Each ramp should be opened after the law enforcement vehicle has passed.

Pilot vehicles shall travel at a safe pace speed. The Contractor shall provide a vehicle to proceed in front of the law enforcement vehicle and behind the other traffic in order to inform the Contractor's work force when all vehicles have cleared the area.

Traffic should not be permitted to stop during pacing unless approved by the Engineer.

### B. Methods of Signing for Traffic Pacing

At a point not less than 1,000 feet in advance of the beginning point of the pace, the Contractor shall place a PCMS sign with the message "TRAFFIC SLOWED AHEAD **EXPECT** SHORT DELAY".

## 150.3.07 Flagging Operations

### A. Flaggers

Flaggers shall be provided as required to handle traffic, as specified in the Plans or Special Provisions, and as required by the Engineer.

## **B. Flagger Certification**

All flaggers shall meet the requirements of the MUTCD and shall have received training and a certificate upon completion of the training from one of the following organizations:

National Safety Council  
American Traffic Safety Services Association (ATSSA)

On-line classes are not accepted.

Failure to provide certified flaggers as required above shall be reason for the Engineer suspending work involving the flagger(s) until the Contractor provides the certified flagger(s). Flaggers shall have proof of certification and valid identification (photo I.D.) available any time they are performing flagger duties.

## **C. Flagger Appearance and Equipment**

Flaggers shall wear Performance Class 2 or better for day time activities. Flaggers shall wear Performance Class 3 or better high-visibility clothing for night time activities. Flagger stations shall be illuminated at night according to MUTCD (6F.82). They shall use a Stop/Slow paddle meeting the requirements of the MUTCD (6E.03) for controlling traffic. The Stop/Slow paddles shall have a shaft length of seven feet ( $\geq 7'$ ) minimum. The Stop/Slow paddle shall be retroreflectorized for both day and night usage. In addition to the Stop/Slow paddle, a flagger may use a flag as an additional device to attract attention. This flag shall meet the minimum requirements of the MUTCD (6E.03). The flag shall, as a minimum, be twenty-four inches ( $\geq 24"$ ) square and red or red/orange in color.

## **D. Flagger Warning Signs**

Signs for flagger traffic control shall be placed in advance of the flagging operation, in accordance with the MUTCD and Georgia Standard 9102 "Traffic Control Detail for Lane Closure on Two-Lane Highway". In addition, signs at regular intervals, warning of the presence of the flagger shall be placed beyond the point where traffic can reasonably be expected to stop under the most severe conditions for that day's work.

## **E. Pilot Vehicle Requirements**

Pilot vehicles should be required during placement of bituminous surface treatment or asphaltic concrete on two-lane roadways unless otherwise specified. Pilot vehicles shall meet the requirements of the MUTCD (6C.13).

## **F. Automated Flagger Assistance Devices**

The Contractor may request, in writing, the use of Automated Flagger Assistance Devices (AFAD). The equipment shall meet the requirements of MUTCD (6E.04). As a part of this request, the Contractor shall also submit an alternate temporary traffic TTC plan in the event of a failure of the AFAD. Any alternate plan that requires the use of flaggers shall include the use of certified flaggers. The Contractor shall obtain the approval of the Engineer before the use of any AFAD will be permitted.

## **G. Portable Temporary Traffic Control Signals**

The Contractor may request, in writing, the substitution of portable temporary traffic control signals for flaggers on two-lane two-way roadways provided the temporary signals meets the requirements of the MUTCD, Section 647, and subsection 150.2.11. As a part of this request, the Contractor shall also submit an alternate TTC plan in the event of a failure of the signals. Any alternate plan that requires the use of flaggers shall include the use of certified flaggers. The Contractor shall obtain the approval of the Engineer before the use of any portable temporary traffic control signals will be permitted.

## 150.3.08 Traffic Signals

### A. Responsibility/Cost

If the sequence of operations, staging, or the TTC plan requires the relocation or shifting of any components of an existing traffic signal system then any work on these traffic signals will be considered as part of Traffic Control – Lump Sum.

### B. Law Enforcement Officer Requirement

In accordance with Georgia law § 40-6-20, law enforcement officers shall be used to regulate and maintain traffic control at functioning signalized intersections when lane closures or traffic shifts block or restrict movements causing interference with road user flows and will not allow the activated traffic signal to guide the traffic through the signal site.

## 150.3.09 Mobile Operations

A mobile operation is defined by a minimum speed of three (3) mph. When pavement markings (centerlines, lane lines, and edge lines) are applied in a continuous operation by moving vehicles and equipment, the following minimum equipment and warning devices shall be required. These devices and equipment are in addition to the minimum requirements of the MUTCD.

All vehicles shall be equipped with the official slow moving vehicle symbol sign. All vehicles shall have a minimum of two (2) flashing or rotating beacons visible in all directions. All protection vehicles shall have an arrow panel mounted on the rear. All vehicles requiring an arrow panel shall have, as a minimum, a Type B panel. All vehicle mounted signs shall be mounted with the bottom of the sign a minimum height of forty-eight inches (48") above the pavement. All sign legends shall be covered or removed from view when work is not in progress.

The lead vehicle may be a separate vehicle or the work vehicle applying the pavement markings may be used as the lead vehicle. The lead vehicle shall have an arrow panel mounted so that the panel is easily visible to oncoming (approaching) traffic. The arrow panel should operate in the caution mode.

The work vehicle(s) applying markings shall have an arrow panel mounted on the rear. The arrow panel should typically operate in the caution mode. The work vehicle placing cones shall follow directly behind the work vehicle applying the markings.

A protection vehicle shall follow the last work vehicle at all times and shall be equipped with a truck mounted attenuator that shall be certified for impacts not less than sixty-two (62) mph in accordance with MASH/NCHRP350 Test Level Three (3).

## 150.3.10 Pavement Markings

### A. General

Full pattern pavement markings in conformance with Section 3A and 3B, except 3B.02, of the MUTCD are required on all courses before the roadway is opened to traffic, unless noted in this section. No passing zones shall be marked to conform to Subsection 150.3.10.D.1.b. During construction and maintenance activities on all highways open to traffic, both existing markings and markings applied under this Section shall be fully maintained until Final Acceptance. If the pavement markings are, or become, unsatisfactory in the judgment of the Engineer due to wear, weathering, or construction activities, they shall be restored immediately.

Markings on the final surface course, which must be removed, shall be a removable type. The Contractor will be permitted to use paint, thermoplastic, or tape on pavement which is to be overlaid as part of the Project, unless

otherwise directed by the Engineer. Partial (skip) reflectorization (i.e. reflectorizing only a portion of a stripe) will not be allowed.

#### 1. Resurfacing Projects

Pavement markings shall be provided on all surfaces that are placed over existing markings. Interim and final markings shall conform in type and location to the markings that existed prior to resurfacing unless changes or additions are noted in the Contract. The replacement of parking spaces will not be required unless a specific item or note has been included in the Contract. Any work to make additions to the markings that existed prior to resurfacing is to be considered as extra work.

#### 2. Widening and Reconstruction Projects

If the lane configuration is altered from the preconstruction layout then pavement markings will be as required by the Plans or the Engineer.

#### 3. New Location Construction Projects

Pavement marking plans will be provided.

### B. Installation and Removal of Pavement Markings

#### 1. Installation

All pavement markings, both interim and permanent, shall be applied to a clean surface. The Contractor shall furnish the layout and preline the roadway surface for the placement of pavement markings applied as part of the TTC plan. All interim marking tape and RPM's on the final surface shall be removed prior to the placement of the final markings.

The Contractor shall sequence the Work in such a manner as to allow the installation of markings in the final lane configuration at the earliest possible stage of the Work.

#### 2. Removal

Markings no longer applicable shall be removed in accordance with Section 656.

The elimination of conflicting pavement markings by overpainting with unapproved paint or any type of liquid asphalt is not acceptable.

#### 3. Intermediate Surface

Interim markings shall be removed by methods that will cause minimal damage to the pavement surface, while also ensuring that traveling public will not be confused or misdirected by any residual markings remaining on the intermediate surface. The use of approved black-out tape and black-out paint (manufactured for the sole purpose of covering existing pavement markings) may be permitted on some interim surfaces, provided the results are satisfactory to the Engineer.

#### 4. Final Surface

No interim paint or thermoplastic markings will be permitted on any final surface unless the interim markings are in alignment with the location of the permanent markings and the interim marking will not interfere or adversely affect placement of the permanent markings. The proposed method of removal for layout errors that require markings to be removed from the final surface shall have the prior approval of the Engineer. Any damage to the final pavement surface caused by the pavement marking removal process shall be repaired at the Contractor's expense by methods acceptable and approved by the Engineer. Section 400 shall apply when corrective measures are required. The use of black-out tape or black-out paint will not be permitted under any circumstance to correct layout errors on any final surface.

Traffic shifts that are done on the final surface shall be accomplished using interim traffic marking tape that can be removed without any blemishing of the final surface. Interim traffic marking tape shall be used on any of the following final surfaces; asphaltic concrete, Portland cement concrete, and bridge deck surfaces. The Contractor may propose alternate traffic markings and removal methods on the final surface. Submitted proposals shall include the type of material, method of removal and a cost comparison to the traffic marking tape method. Prior to any approval, the Contractor shall field demonstrate to the satisfaction of the Engineer that the proposed traffic markings can be removed without any blemishing of the final surface. If the proposal is determined to be acceptable, a supplemental agreement will be executed prior to the installation of the proposed alternate traffic markings. The supplemental agreement shall denote the type of traffic marking materials, method of removal and any cost and/or time savings to the Department. The Department will not consider or participate in any cost increase that may result from implementing the proposed alternate method.

#### **5. Pay Factor Reduction for Asphaltic Concrete Final Surfaces**

When the correction of an error in the layout of the final pavement markings requires the final surface to be grounded, blemished, scarred, or polished the pay factor shall be reduced to 0.95 for the entire surface area of the final topping that has a blemish, polished or a scarred surface. The reduced pay factor shall not be confined to only the width and length of the stripe or the dimensions of the blemished areas, the whole roadway surface shall have the reduced pay factor applied. The area of the reduced pay factor shall be determined by the total length and the total width of the roadway affected. If the affected area is not corrected, the reduction in pay shall be deducted from the final payment for the topping layer of asphaltic concrete. The Engineer shall make the final determination whether correction or a reduced pay factor is acceptable.

The eradication of pavement markings on intermediate and final concrete surfaces shall be accomplished by a method that does not grind, polish, or blemish the surface of the concrete. The method used for the removal of the interim markings shall not spall chip the joints in the concrete and shall not damage the sealant in the joints. Any joint or sealant repairs shall be included in the bid price for Traffic Control-Lump Sum. The proposed method of removal shall have the prior approval of the Engineer.

Failure to promptly remove conflicting or non-applicable pavement markings shall be considered as non-performance under Subsection 150.7.01.

#### **6. Preparation and Planning for Traffic Shifts**

When shifting of traffic necessitates removal of centerline, lane lines, or edge lines, all such lines shall be removed prior to, during, or immediately after any change to present the least interference with traffic. Interim traffic marking tape shall be used as a temporary substitute for the traffic markings being removed.

Before any change in traffic lane(s) alignment, marking removal equipment shall be present on the project for immediate use. If marking removal equipment failures occur, the equipment shall be repaired or replaced (including leasing equipment if necessary), so that the removal can be accomplished without delay.

Except for the final surface, markings on asphaltic concrete may be obliterated by an overlay course, when approved by the Engineer. When an asphaltic concrete overlay is placed for the sole purpose of eliminating conflicting markings and the in place asphaltic concrete section will allow, said overlay will be eligible for payment only if designated in the Plans. Overlays to obliterate lines will be paid for only once and further traffic shifts in the same area shall be accomplished with removable markings. Only the minimum asphaltic concrete thickness required to cover lines will be allowed. Excessive build-up will not be permitted. When an overlay for the sole purpose of eliminating conflicting markings is not allowed, the markings no longer applicable shall be removed in accordance with Section 656.

### **C. Raised Pavement Markers**

Retroreflective raised pavement markers (RPMs) shall be placed as listed below for all asphaltic concrete pavements before the roadway is open to traffic, unless noted this section. On the final surface, RPMs shall be placed according to the timeframes specified in Subsection 150.3.10.D for full pattern pavement markings. When Portland Cement



Concrete is an intermediate or final surface and is open to traffic, one (1) calendar day is allowed for cleaning and drying before the installation of RPMs is required.

Raised pavement markers are not allowed on the right edge lines under any situation.

Retroreflective raised pavement markers (RPMs) shall be placed and/or maintained on intermediate pavements surfaces on all highways that the final ride surface is not completed within 45 calendar days which is open to traffic. This includes all resurfacing projects along with widening and reconstruction projects. The RPMs shall be placed as follows:

**1. Supplementing Lane Lines:**

- a. Eighty foot (80') center on skip lines with curvature less than three degrees. (Includes tangents)
- b. Forty foot (40') centers on solid lines and all lines with curvature between three degrees and six degrees.
- c. Twenty foot (20') centers on curves over six degrees.
- d. Twenty foot (20') centers on lane transitions or shifts.

**2. Supplementing Ramp Gore Lines:**

- a. Twenty foot (20') centers, two each, placed side by side.

**3. Other Lines:**

- a. As shown on the Plans or directed by the Engineer.

**D. Exceptions for Interim Markings**

Some exceptions to the time of placement and pattern of markings are permitted as noted below; however, full pattern pavement markings are required for the completed project.

**1. Two-Lane, Two-Way Roadways**

**a. Skip Lines**

If used, interim temporary tape or paint skip (broken) stripe may only be used for a maximum of three (3) calendar days. The stripes shall be at least two feet (> 2') long with a maximum gap of thirty-eight feet ( $\leq 38'$ ). On curves greater than six degrees ( $>6^\circ$ ), a one-foot (1') stripe with a maximum gap of nineteen feet ( $\leq 19'$ ) shall be used. In lane shift areas, solid lines will be required.

Interim raised pavement markers may be substituted for the interim skip (broken) stripes. If raised pavement markers are substituted for the two foot (2') interim skip stripe, three (3) markers spaced at equal intervals over a two feet (2') distance will be required. No separate payment will be made if the interim raised pavement markers are substituted for interim skip lines.

Interim raised pavement markers shall be retro-reflective, shall be the same color as the pavement markers for which they are substituted, and shall be visible during daytime.

The type of interim marker and method of attachment to the pavement shall be approved by the Office of Materials and Testing but in no case will the markers be attached by the use of nails. Flexible reflective markers, Type 14 or Type 15, may be used for a maximum of three (3) calendar days as an interim marker. Any flexible reflective markers in use shall be from the QPL-76.

The interim raised pavement markers shall be maintained until the full pattern pavement markings are applied. At the time full pattern markings are applied the interim raised markers shall be removed in a manner that will not interfere with application of the full pattern pavement markings.

**b. No Passing Zones Two-Lane, Two-Way Roadways**

Passing zones shall be re-established in the locations existing prior to resurfacing unless otherwise noted in the Contract. No changes to the location of passing zones shall be done without the written approval of the Engineer. For periods not to exceed three (3) calendar days where interim skip centerlines are in place, no-passing zones shall be identified by using post or portable mounted DO NOT PASS regulatory signs (R4-1) twenty-four inches by thirty inches (24" x 30") at the beginning and at intervals not to exceed one-half ( $\leq 1/2$ ) mile within each no-passing zone. A post or portable mounted PASS WITH CARE regulatory sign (R4-2) twenty-four inches by thirty inches (24" x 30") shall be placed at the end of each no-passing zone. Post mounted signs shall be placed in accordance with the MUTCD. Portable signs shall be secured in such a manner to prevent misalignment and minimize the possibility of being blown over by weather conditions or traffic.

On new location projects and on projects where either horizontal or vertical alignments has been modified, the location of No-Passing Zones will be identified by the Engineer.

**c. Edge lines**

• Bituminous Surface Treatment Paving

Edge lines will not be required on intermediate surfaces (including asphaltic concrete leveling for bituminous surface treatment paving) that are in use for a period of less than sixty (<60) calendar days except at bridge approaches, on lane transitions, lane shifts, and in such other areas as determined by the Engineer. On the final surface, edge lines shall be placed within thirty ( $\leq 30$ ) calendar days of the time that the final surface was placed.

• All Other Types of Pavement

Edge lines will not be required on intermediate surfaces that are in use for a period of less than thirty (<30) calendar days except at bridge approaches, on lane transitions, lane shifts, and in such other areas as determined by the Engineer. On the final surface, edge lines shall be placed within fourteen ( $\leq 14$ ) calendar days of the time that the surface was placed.

**2. Multi-Lane Highways – With No Paved Shoulder(s) or Paved Shoulder(s) Four Feet or Less ( $\leq 4'$ )**

**a. Undivided Highways (Includes Paved Center Turn Lane)**

- Centerlines and No-Passing Barrier-Full Pattern centerlines and no-passing barriers shall be restored before opening to traffic.
- Lane lines- Interim skip (broken) stripe as described in Subsection 150.3.10.D.1.a. may be used for periods not to exceed three ( $\leq 3$ ) calendar days. Skip lines are not permitted in lane shift areas. Solid lines shall be used.
- Edge lines- Edge lines shall be placed on intermediate and final surfaces within three (3) calendar days of obliteration.

**b. Divided Highways (Grass or Raised Median)**

- Lane lines- Full pattern skip stripe shall be restored before opening to traffic. Skip lines are not permitted in lane shift areas. Solid lines shall be required.

- Centerline/Edge line- Solid lines shall be placed on intermediate and final surfaces within three calendar days of obliteration.
3. Limited Access Roadways and Roadways with Paved Shoulders Greater Than Four Feet (> 4')
- a. Same as Subsection 150.3.10.D.2 except as noted in (b) below.
  - b. Edge lines-
    - Asphaltic Concrete Pavement- Edge lines shall be placed on intermediate and final surfaces prior to opening to traffic.
    - Portland Cement Concrete Pavement- Edge lines shall be placed on any surface open to traffic no later than one calendar day after work is completed on a section of roadway. All water and residue shall be removed prior to daily striping.

4. Ramps for Multi-Lane Divided Highways

A minimum of one solid line edge stripe shall be placed on any intermediate surface of a ramp prior to opening the ramp to traffic. The other edge stripe may be omitted for a maximum period of three (3) calendar days on an intermediate surface. Appropriate channelization devices shall be spaced at a maximum of twenty-five feet (25') intervals until the other stripe has been installed.

The final surface shall have both stripes placed prior to opening the ramp to traffic.

5. Miscellaneous Pavement Markings

a. Final Surface

School zones, railroads, symbols, words and other similar markings shall be placed on final surfaces conforming to Section 652 within fourteen (14) calendar days of completion of the final surface. Final markings shall conform to the type of pay item in the Plans. When no pay item exists in the Plans the final markings shall conform to Section 652 for painted markings.

b. Intermediate Surface

Intermediate surfaces that will be in use for more than forty-five (45) calendar days shall have the miscellaneous pavement markings installed to conform to the requirement of Section 652. Under Subsection 150.6, Special Conditions, or as directed by the Engineer these markings may be eliminated.

c. Stop Line

All stop signs and traffic signals shall have temporary twelve inch (12") stop lines placed in accordance with MUTCD (3B.16) on all surfaces prior to opening to traffic. Temporary tape **may** be used.

**150.3.11 Differences in Elevations Between Travel Lanes and Shoulders**

All time frames and requirements may be changed with the Engineer's approval.

**A. Differences in Elevations**

Difference in elevations due to construction between travel lanes and/or shoulders within the clear zone should be limited to the following:

1. Difference of two inches ( $\leq 2"$ ) or less between adjacent travel lanes should remain for a maximum period of fourteen (14) calendar days.

2. Difference of two inches ( $\leq 2''$ ) or less between adjacent travel lane and paved shoulder should remain for a maximum of thirty (30) calendar days. Traffic control devices shall be in accordance with Detail 150-G.
3. Difference of greater than two inches ( $> 2''$ ) is permitted for continuous operations. Traffic control devices shall be in accordance with Detail 150-E.
4. Difference of greater than two inches ( $> 2''$ ) between travel lanes and/or shoulders for non-continuous operations will not be allowed for more than a twenty-four (24) hour period. For the first twenty-four (24) hours, traffic control shall be in accordance with Detail 150-E. After twenty-four (24) hours the section should be healed according to Detail 150 – H. This condition can exist for a maximum sixty (60) calendar days.
  - a. A single length of area that does not exceed 1000 feet total length may be left open as a startup area for periods not to exceed forty-eight (48) hours provided the Contractor can demonstrate the ability to complete the Work in a proficient manner. Prior approval of the Engineer shall be obtained before any startup area may be allowed.
  - b. For cement stabilized base, work adjacent to the travel lane and/or shoulders shall be healed as per Detail 150-H within forty-eight (48) hours after the seven (7) calendar day curing period is complete for each section placed. During the placement and curing period, traffic control shall be in accordance Detail 150-E.

Failure to meet these requirements shall be considered as non-performance of Work under Subsection 150.7.01.

## **B. Healed Section**

Healed section and traffic control devices should be placed in accordance with Detail 150-H. If crushed stone materials are used to provide a healed section no separate payment will be made for the material used to heal any section. The Contractor may submit a plan to utilize existing pay items for crushed stone provided the plan clearly demonstrates that the materials used to heal an area will be incorporated into the Work with minimal waste. Handling and hauling of any crushed stone used to heal shall be kept to a minimum. The Engineer shall determine if the crushed stone used to heal meets the Specifications for gradation and quality when the material is placed in the final location.

## **C. Emergency Situations**

Inclement weather, traffic accidents, and other events beyond the control of the Contractor may prevent the Work from being completed as required above. The Contractor shall notify the Engineer in writing stating the conditions and reasons that have prevented the Contractor from complying with the time limitations. The Contractor shall also outline a plan detailing immediate steps to complete the Work. Failure to correct these conditions on the first calendar day that conditions will allow corrective work shall be considered as non-performance of Work under Subsection 150.7.01.

## **D. Plating**

Plating for drainage structures, utility facilities, etc. is prohibited on the interstates. Plating on State Routes and secondary roads will require the prior approval of the project Engineer. Steel plates shall not be used on highways with a posted speed greater than forty-five (45) mph. The plate shall completely cover the pavement cut or excavation. The plate shall be adequately secured and shall provide a safe and reasonable transition to the adjoining roadway surface. An asphalt wedge can be used to provide a smooth transition over the plate(s). Temporary traffic control warning signs W8-24 shall be posted in advance warning motorist about plates in roadway in accordance with the MUTCD. Plating should not remain in place for more than four (4) calendar days.

## **E. Asphaltic Concrete Resurfacing Projects**

1. Shoulder Construction Included as a Part of the Contract

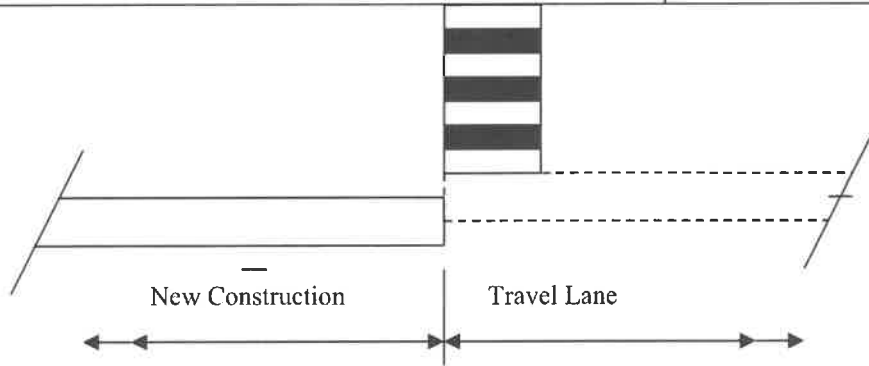
When the placement of asphaltic concrete materials creates a difference in elevation greater than two inches (> 2") between the earth shoulder (grassed or un-grassed) and the edge of travel lane or between the earth shoulder and a paved shoulder that is less than four feet (< 4') in width, the Contractor shall place and maintain drums in accordance with the requirements of Subsection 150.2.04.B.3. When the edge of the paved surface is tapered with a safety edge, drums may be spaced at two (2) times the speed limit in MPH. Drums shall remain in place and be maintained until the difference in elevation has been eliminated by the placement of the appropriate shoulder materials.

**2. Shoulder Construction Not Included as a Part of the Contract**

When the placement of asphaltic concrete materials creates a difference in elevation greater than two inches (> 2") between the earth shoulder (grassed or un-grassed) and the edge of travel lane or between the earth shoulder and a paved shoulder that is less than four feet (< 4') in width, the Contractor shall notify the Engineer, in writing, when the resurfacing work including all corrective list items has been completed.

Drums spaced at twenty foot (20') intervals. **Note:** If the travel way width is reduced to less than ten feet (< 10') by the use of drums, vertical panels shall be used in lieu of drums.

Location of drums when Elevation Difference exceeds four inches (> 4")

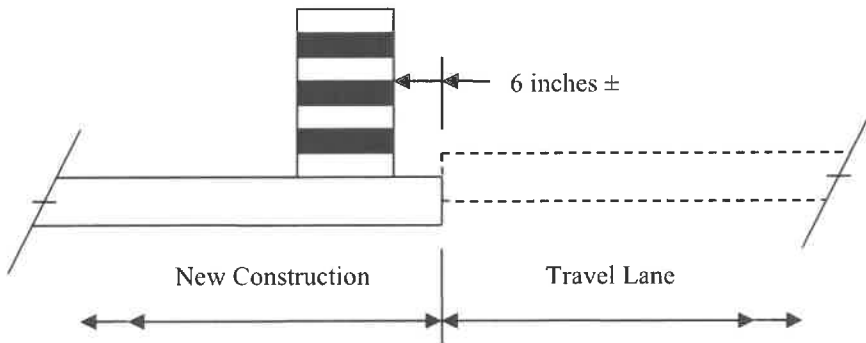


ELEVATION DIFFERENCE GREATER THAN FOUR INCHES (> 4")

DETAIL 150-E

Drums spaced at forty foot (40') intervals.

Location of drums when Elevation Difference is greater than two inches (> 2") to four inches (4")

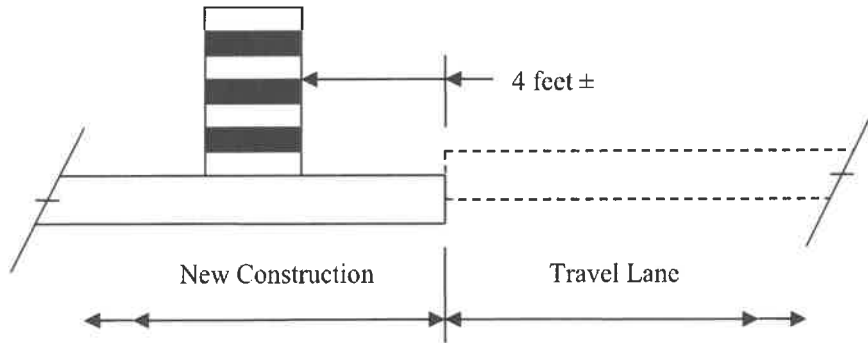


ELEVATION DIFFERENCE GREATER THAN TWO INCHES (> 2") TO FOUR INCHES (4")

DETAIL 150-F

Drums spaced at eighty foot (80') intervals.

Location of drums when Elevation Difference is two inches ( $\leq 2''$ ) or less.



ELEVATION DIFFERENCE OF TWO INCHES ( $\leq 2''$ ) OR LESS

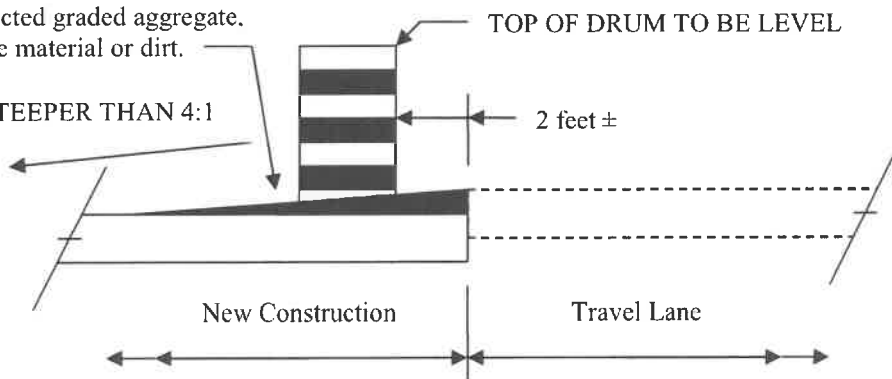
DETAIL 150-G

Location of drums immediately after completion of heeled sections spaced at 40 foot (40') intervals

Healed Section

Compacted graded aggregate, subbase material or dirt.

NO STEEPER THAN 4:1



HEALED SECTION

DETAIL 150-H

### **150.3.12 Work Zone Law Enforcement**

Work zone law enforcement consists of utilizing a uniformed law enforcement officer equipped with patrol vehicle and blue flashing lights to enforce traffic laws in construction work zones and the administration of this service. Payment for work zone law enforcement will be made only for the utilization in work zones during lane closures, traffic pacing, or other activities that occur within travel lanes. The Contractor will be responsible for negotiating a rate of reimbursement and making reimbursement to that law enforcement agency.

The Contractor will be responsible for coordinating and scheduling the utilization of the work zone law enforcement. The Engineer may require the use of work zone law enforcement at specific times and locations.

Work zone law enforcement will be required in all work zones during lane closures, traffic pacing, or other activities that occur within travel lanes on the interstate.

## **150.4 Measurement**

### **150.4.01 Traffic Control Items**

#### **A. Traffic Control**

When listed as a pay item in the Proposal, payment will be made at the lump sum price bid, which will include all traffic control not paid for separately, and will be paid as follows:

When the first Construction Report is submitted, a payment of twenty-five percent (25%) of the lump sum price will be made. For each progress payment thereafter, the total of the Project percent complete shown on the last pay statement plus twenty-five percent (25%) will be paid (less previous payments), not to exceed one hundred percent (100%).

When no payment item for Traffic Control-Lump Sum is shown in the Proposal, all of the requirements of Section 150 and the Temporary Traffic Control Plan shall be in full force and effect. The cost of complying with these requirements will not be paid for separately, but shall be included in the overall bid submittal.

#### **B. Changeable Message Sign, Portable**

Portable changeable message sign will be measured as specified in Section 632.

#### **C. Flashing Beacon Assembly**

Flashing beacon assemblies will be measured as specified in Section 647.

#### **D. Pavement Markings**

Pavement markings will be measured as specified in Section 150.

#### **E. Portable Impact Attenuators**

Each portable impact attenuator will be measured by the unit/array which shall include all material components, hardware, incidentals, labor, site preparation, and maintenance, including spare parts recommended by the manufacturer for repairing accident damage. Each unit will be measured only once regardless of the number of locations installed, moves required, or number of repairs necessary because of traffic damage. Upon completion of the project, the units shall be removed and retained by the Contractor.



## **F. Signs**

When shown as a pay item in the Contract, interim special guide signs will be paid for as listed below. All other regulatory, warning, and guide signs, as required by the Contract, will be paid for under Traffic Control Lump Sum or included in the overall bid submitted.

1. Interim ground mounted or interim overhead special guide signs will be measured for payment by the square foot. This payment shall be full compensation for furnishing the signs, including supports as required, erecting, illuminating overhead signs, maintaining, removing, re-erecting, and final removal from the Project. Payment will be made only one time regardless of the number of moves required.
2. Remove and reset existing special guide signs, ground mount or overhead, complete, in place, will be measured for payment per each. Payment will be made only one time regardless of the number of moves required.
3. Modify special guide signs, ground mount or overhead, will be measured for payment by the square foot. The area measured shall include only that portion of the sign modified. Payment shall include materials, removal from posts or supports when necessary, and remounting as required.

## **G. Temporary Audible Information Device**

Temporary audible information devices are measured as the actual number furnished and installed in accordance with the manufacturer's recommendations, which shall include all necessary materials, equipment, labor, site preparation, maintenance and removal. Each temporary audible information device will be paid for only one time regardless of the number of times it's reused during the duration of the Work. These devices shall remain the property of the Contractor.

## **H. Temporary Barrier**

Temporary barrier shall be measured as specified in Sections 620.

## **I. Temporary Curb Cut Wheelchair Ramps**

Temporary curb cut wheelchair ramps are measured as the actual number formed and poured, complete and accepted, which shall include all necessary materials, equipment, labor, site preparation, maintenance and removal. No additional payment will be made for sawing existing sidewalk and removal and disposal of removed material for temporary wheelchair ramp construction. No additional payment will be made for constructing the detectable warning surface.

## **J. Temporary Guardrail Anchorage, Type 12**

Temporary guardrail anchorage- Type 12 will be measured by each assembly, complete in place and accepted according to the details shown in the Plans, which shall also include the additional guardrail and appurtenances necessary for transition and connection to temporary concrete barrier. Payment shall include all necessary materials, equipment, labor, site preparation, maintenance and removal.

## **K. Temporary Walkways with Detectable Edging**

Temporary walkways with detectable edging will be measured in linear feet (meters), complete in place and accepted, which shall include all necessary materials, equipment, labor, site preparation, temporary pipes, passing spaces, maintenance and removal. Excavation and backfill are not measured separately for payment. No payment will be made for temporary walkways where existing pavements or existing edging (that meets the requirements of MUTCD) are utilized for the temporary walkway. Payment for temporary detectable edging, including approved barriers and channelizing devices, installed on existing pavement shall be included in Traffic Control-Lump Sum.

## L. Traffic Signal Installation- Temporary

Temporary traffic signal installation will be measured as specified in Section 647.

## M. Work Zone Law Enforcement

When work zone law enforcement is shown as a pay item, work zone law enforcement will be measured for payment by the hour. The Contractor shall provide a daily work record containing the actual number of hours charged by the law enforcement officer. The daily work record shall be compiled on a form provided by the Department, signed by the law enforcement officer, signed by the Contractor's Worksite Traffic Control Supervisor attesting that the law enforcement was utilized during the time recorded, and then submitted to the Engineer.

Work zone law enforcement will be measured for payment by the hour up to the maximum number of hours included in the Contract. The Engineer may at his discretion increase the maximum number of hours.

Payment shall be full compensation for reimbursing the law enforcement agency and for all cost incurred by the Contractor in coordinating, scheduling, and administering the item work zone law enforcement.

If no work zone law enforcement pay item is included in the Contract, then all work zone law enforcement cost shall be included in Traffic Control – Lump Sum.

## 150.5 Reserved

## 150.6 Special Conditions

Special Conditions, if used, will be included elsewhere in the Contract.

## 150.7 Payment

When shown in the Schedule of Items in the Proposal, the following items will be paid for separately. Payment will be made under:

Item No. 150	Traffic control -	Lump Sum
Item No. 150	Traffic control, solid traffic stripe __ inch, (color)	Per linear mile
Item No. 150	Traffic control, skip traffic stripe __ Inch, (color)	Per linear mile
Item No. 150	Traffic control, solid traffic stripe, thermoplastic 24 inch, color	Per linear mile
Item No. 150	Traffic control, raised pavement markers –all types	Per each
Item No. 150	Remove and reset, existing special guide signs, overhead, complete-in-place	Per each
Item No. 150	Temporary walkways with detectable edging	Per linear foot
Item No. 150	Temporary curb cut wheelchair ramps	Per each
Item No. 150	Temporary audible information device	Per each
Item No. 150	Work Zone Law Enforcement	Per hour

### 150.7.01 Enforcement and Adjustments

The safe passage of pedestrians and traffic through and around the temporary traffic control zone, while minimizing confusion and disruption to traffic flow, shall have priority over all other Contractor activities. Continued failure of the Contractor to comply with the requirements of Section 150 - Traffic Control will result in non-refundable deductions of monies from the Contract as shown in this Subsection for non-performance of Work.

Failure of the Contractor to comply with this Specification shall be reason for the Engineer suspending all other work on the Project except erosion control and traffic control, taking corrective action as specified in Section 105, and/or withholding payment of monies due to the Contractor for any work on the Project until traffic control deficiencies are corrected. These other actions shall be in addition to the deductions for non-performance of traffic control.

SCHEDULE OF DEDUCTIONS FOR EACH CALENDAR DAY OF DEFICIENCIES OF TRAFFIC CONTROL INSTALLATION AND/OR MAINTENANCE		
ORIGINAL TOTAL CONTRACT AMOUNT		
From More Than	To and Including	Daily Charge
\$0	\$100,000	\$250
\$100,000	\$1,000,000	\$650
\$1,000,000	\$5,000,000	\$1,300
\$5,000,000	\$20,000,000	\$2,000
\$20,000,000	\$40,000,000	\$2,600
\$40,000,000	\$-----	\$4,000

**CITY OF DALTON**  
**PENTZ AND CUYLER STREET CORRIDOR IMPROVEMENTS**  
**PROJECT**

**SPECIAL PROVISION**

**Section 150.6 – Traffic Control (Special Conditions)**

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*Retain Section 150 of the Project Special Provisions as written and add the following:*

**150.6 Special Conditions**

**A. Work Hours:**

This project requires the following restricted work hours:

Lane closures will not be permitted between the hours of 6:00 am to 9:00 am; and 4:00 pm to 7:00 pm without prior approval by the engineer or unless otherwise approved as a part of the contractor's traffic control plan.

Failure by the contractor to reopen the lane closure by the times specified will result in damages assessed in accordance with Sub-Section 108.08.C of Section 108 included herein as a Special Provision of this contract.

**B. Traffic Control Plan:**

A Traffic Control Plan shall be submitted two (2) weeks prior to any work for review and approval by the Engineer.

**C. Holiday Work:**

No work shall be allowed during the following dates due to holidays:

December 31<sup>st</sup> thru January 2<sup>nd</sup> - New Year's Day Holiday

Saturday thru Monday - Martin Luther King, Jr. Day Holiday

Saturday thru Monday - Memorial Day Holiday

July 3<sup>rd</sup> thru July 5<sup>th</sup> – Independence Day Holiday

Saturday thru Monday – Labor Day Holiday

Saturday thru Monday - Columbus Day Holiday

November 10<sup>th</sup> – November 12<sup>th</sup> – Veterans Day Holiday

Thursday thru Sunday - Thanksgiving Holiday

December 23<sup>rd</sup> thru December 26<sup>th</sup> – Christmas Holiday

Christmas Parade – Exact Date TBD, Will Provide 60 Day Notice To Contractor Once Determined.

Lane closures shall also not be allowed during the weekends of the Georgia Tax Free Weekends.

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**Section 163 – Miscellaneous Erosion Control Items**

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*Retain Section 163 of the Georgia D.O.T. Standard Specifications as written and add the following:*

**163.4 – Measurement**

**R. Erosion Control**

When the plans specify a Lump Sum basis, this work will be measured as an accepted Lump Sum quantity, complete in place.

**163.5 – Payment**

**R. Temporary Erosion and Sediment Control**

Payment for this item, completed and accepted, will be made at the lump sum price bid. All Best Management Practices and other measures that are necessary to control erosion and siltation throughout the Life of the Project shall be included in the lump sum priced bid for this item. The individual items of Silt Fence, Temporary Sediment Traps, Inlet Protection Devices, Stabilized Construction Entrances, Check Dams, Erosion control mulch (straw or hay, or erosion control compost), Temporary Grassing, Lime (when required), Fertilizer, and other temporary erosion control structures will not be measured separately for payment. The Lump Sum payment is for all work and materials required to maintain a stabilized work area utilizing the items listed above, including the placement of multiple applications of said items and maintaining those devices throughout the Life of the Project as directed by the Engineer.

Payment will be made under:

Item No. 163	Temporary Erosion and Sediment Control	Per lump sum
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**CITY OF DALTON**  
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**PROJECT**

**SPECIAL PROVISION**

**Section 213 – Borrow Material (Local Sand or Sand-Gravel Backfill)**

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**213.1 – General Description**

This work includes furnishing, hauling, and placing locally available borrow materials, with or without commercial aggregate suitable for constructing or reconstructing the sidewalk foundation according to the Plans. Local materials, for the purpose of these Specifications, shall be of the kind and character of local sand and local sand-gravel or blends thereof. Alternative materials that are similarly suitable for the construction or reconstruction of sidewalk foundations, as approved by the Engineer, shall also be considered acceptable backfill materials for the purpose of these Specifications.

**213.1.01 – Definitions**

General Provisions 101 through 150.

**213.1.02 – Related References**

**A. Standard Specifications**

- Section 109 - Measurement and Payment
- Section 800 – Coarse Aggregate
- Section 801 – Fine Aggregate
- Section 810 – Roadway Materials
- Section 812 – Backfill Materials
- Section 815 – Graded Aggregate

**B. Related Documents**

General Provisions 101 through 150.

**213.1.03 – Submittals**

General Provisions 101 through 150.

**213.2 – Materials**

**A. Local Sand**

Local sand shall be pit-run sand suitable for the purpose intended. In general, all local sand shall consist of grains of hard, sound material, predominantly quartz or other hard,

durable rock, including friable, loosely bound deposits of sandstone conglomerate normally found in natural deposits in the project vicinity. The sand shall be free from a coating of injurious material, lumps of clay, loam, organic matter, or other foreign material.

If necessary, gradation and/or other requirements will be provided in the plans and/or proposal form. Otherwise, the material shall be visually approved by the Engineer.

**B. Local Sand-Gravel**

Local sand-gravel shall be pit-run sand-gravel, suitable for the purpose intended. In general, the sand-gravel shall be hard, sound durable rock, including friable, loosely bound sandstone conglomerate, with varying amounts of coarse aggregate and sand normally found in natural deposits in the project vicinity. The coarse aggregate and the sand shall be free from a coating of injurious material, lumps of clay, loam, organic matter, or other foreign material.

If necessary, gradation and/or other requirements will be provided in the plans and/or proposal form. Otherwise, the material shall be visually approved by the Engineer.

**C. Commercial Aggregates**

Commercial aggregate shall meet the appropriate requirements of Sections 800 and 801.

**D. Alternative Materials**

Materials meeting the appropriate requirements of Sections 812 and 815 shall be acceptable if suitable for the purpose intended, and as approved by the Engineer.

**213.2.01 – Delivery, Storage, and Handling**

General Provisions 101 through 150

**213.3 – Construction Requirements**

**213.3.01 – Personnel**

General Provisions 101 through 150.

**213.3.02 – Equipment**

General Provisions 101 through 150.

**213.3.03 – Preparation**

General Provisions 101 through 150.

**213.3.04 – Fabrication**

General Provisions 101 through 150.

**213.3.05 – Construction**

Follow these requirements when constructing a granular backfill embankment:

1. Place the embankment at the location(s) shown on the Plans.



2. Ensure the thickness of the lifts and the compaction are approved by the Engineer. Compaction approval by the Engineer may include compaction tests at the discretion of the Engineer.

**213.3.06 – Quality Acceptance**

General Provisions 101 through 150.

**213.3.07 – Contractor Warranty and Maintenance**

General Provisions 101 through 150.

**213.4 – Measurement**

When the material being utilized for Local Sand or Sand-Gravel Backfill is obtained from a local pit, the backfill material is measured by volume in the hauling vehicle as specified in Subsection 109.01.

When the material being utilized for Local Sand or Sand-Gravel Backfill is obtained from a commercial quarry, a certified weight ticket shall accompany the material. The weight of the material delivered and accepted is converted to an equivalent volume based on an average dry unit weight conversion of 1.5 tons per cubic yard loose volume.

**213.4.01 – Limits**

General Provisions 101 through 150.

**213.5 – Payment**

Borrow Material (Local Sand or Sand-Gravel Backfill) will be paid for at the Contract Price per cubic yard. This price is full compensation for furnishing material, hauling, placing, compacting, and providing labor, equipment, and superintendence necessary to complete The Work.

Payment will be made under:

Item No. 213	Borrow Matl (Local Sand or Sand-Gravel Backfill)	Per cubic yard
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**213.5.01 – Adjustments**

General Provisions 101 through 150.

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**Section 500 – Concrete Structures**

*Delete Sections 500.4 and 500.5 of the Georgia D.O.T. Standard Specifications as written and add the following:*

**500.4 – Measurement**

This work is measured for payment either per cubic yard or per each, whichever is shown on the plans.

- **Class A Concrete.** Class A concrete used for constructing minor drainage structure items or other minor structural items will be measured and paid for by the cubic yard complete in place and accepted.
- **Class A Concrete, Including Reinforcing Steel (Light Pole Foundations).** Class A concrete used for constructing light pole foundations will be measured and paid for each completed light pole foundation in place and accepted.
- **Class B Concrete.** Class B concrete used for base and pavement widening will be measured and paid for by the cubic yard complete in place and accepted.

**500.5 – Payment**

This Work will be paid for at the Contract Price per cubic yard or per Each, complete in place and accepted. Payment is full compensation for all things, including incidentals, and direct and indirect costs, to complete the Work.

Payment will be made under:

Item No. 500	Class A Concrete with All White Sand	Per cubic yard
Item No. 500	Class A Concrete with All White Sand, Incl Reinf Steel (Light Pole Foundations)	Per each
Item No. 500	Class B Concrete Base or Pavement Widening	Per cubic yard

**CITY OF DALTON**  
**PENTZ AND CUYLER STREET CORRIDOR IMPROVEMENTS PROJECT**  
**SPECIAL PROVISION**

**Section 660 – Gravity Sanitary Sewer Mains and Accessories**

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**660.1 – Scope**

This section describes products to be incorporated into gravity sewers and accessories and requirements for installation and use of these items. The Contractor shall furnish all labor, equipment and materials necessary to fulfill the requirements of these specifications. All products and work shall be performed in accordance with the latest revisions of applicable American Society for Testing and Materials (ASTM), American Water Works Association (AWWA), American National Standards Institute (ANSI), Recommended Standards for Wastewater Facilities (Ten States Standards, 1997 Edition), or other recognized standards.

**670.2 – Submittals**

Complete shop drawings and manufacturer's data shall be submitted to the Owner.

**670.3 – Products**

This section of the specifications covers the requirements for gravity sewer mains, manholes and accessories. Gravity sewer mains shall be ductile iron pipe furnished in accordance with the requirements in this section.

**A. Ductile Iron Pipe**

Pipe shall be centrifugally cast and shall conform to ANSI Specification A 21.51 (AWWA C 110) as amended to date, with mechanical or push-on joints and laying lengths of at least 18 feet. Pipe sizes 4" through 12" shall be standard pressure Class 350, and pipe sizes greater than 12" shall be pressure Class 250 unless otherwise indicated herein or on the Drawings.

1. Fittings: Fittings shall be cast from gray or ductile iron and shall conform to ANSI Specifications A 21.10 (AWWA C 110) as amended to date. All fittings shall have standard mechanical or push-on joints. Fittings for size 4-inch through 12-inch shall be Class 250 for Gray Iron and Class 350 for Ductile Iron. Fittings for size 14-inch through 48 -inch shall be Class 150 for Gray Iron and Class 250 for Ductile Iron. Either Gray Iron or Ductile Iron fittings will be permissible unless otherwise specified or shown on the Drawings.
2. Lining and Coating: Pipe and fittings shall be cement-lined (standard thickness) inside and bituminous coated outside, in accordance with the applicable provisions of ANSI Specification A 21.4 (AWWA C 104) and, ANSI

A 21.51 (AWWA C 151), as amended to date. The inside cement lining shall be treated with a bituminous seal coat.

3. **Weights and Marking:** Weights of pipe and fittings shall conform strictly to the requirements of ANSI Specifications. The class designations for the various classes of pipe and fittings shall be cast onto fittings in raised numerals, and cast or stamped on the outside of each joint of pipe and each fitting after the exterior coating has hardened.
4. **Certification:** The manufacturer of iron pipe and fittings shall furnish the Owner with a certified report stating that inspection and specified tests have been made and that the results thereof comply with the applicable ANSI Specifications for each.
5. **Quality and Inspection:** Latitudes in workmanship and finish allowed by ASTM notwithstanding, all pipe shall have smooth exterior and interior surfaces; be first quality, be free from cracks, blisters, and other imperfections, and be true to theoretical shapes and forms throughout each length. Pipe shall be subject to inspection by the Owner at the pipe plant, trench, and other points of delivery for the purpose of culling and rejecting pipe, independent of laboratory tests, which does not conform to the requirements of this Section. Pipe which does not conform will be so marked by the Owner, and shall not be used in the work. On -the-job repairing of rejected pipe will not be permitted.
6. **Experience of Manufacturer:** The pipe manufacturer shall submit evidence, if requested by the Owner, of having consistently produced pipe and joints of the quality specified herein, and which have exhibited satisfactory performance results in service over a period of not fewer than two years. The pipe manufacturer and the pipe manufacturing process shall be subject to approval by the Owner.

## **B. Steel Pipe for Ditch or Creek Crossings**

1. **Pipe:** Pipe shall conform to AWWA Specifications C-202 as amended to date for electrically welded or seamless steel pipe. The pipe shall have a minimum wall thickness of 0.375 inches and shall be furnished in forty-foot (40') joints. All welding shall be performed by certified welders.
2. **Lining and Casing:** Pipe and fittings shall be cement-lined (standard thickness) inside and bituminous coated outside, in accordance with the applicable provisions of ANSI Specification A 214 (AWWA C 104) and ANSI A 21.51 (AWWA C 151), as amended to date. The inside cement lining shall be treated with a bituminous seal coat.
3. **Certification:** The manufacturer of steel pipe and fittings shall furnish the Owner with certified reports stating that inspection and specified tests have been made and that the results thereof comply with the applicable ANSI specifications.

## **C. Precast Concrete Manholes**

Precast concrete manholes shall consist of precast reinforced concrete riser sections, eccentric top section unless shown as concentric in the Drawings and a base section

conforming to Typical Details shown on Detail Drawings. Precast manhole sections shall be manufactured in accordance with ASTM C 478, as amended to date, and these specifications. Concrete shall have a minimum compressive strength of 4,000 psi when tested in accordance with ASTM C 39, as amended to date. Steel reinforcement shall be as specified in ASTM C 478, as amended to date. Wall and bottom sections shall have a minimum thickness of five inches (5”).

1. **Base Sections:** Base sections for precast concrete manholes shall have a bottom poured monolithically with the walls. Base sections shall be furnished with inside diameters of 4, 5, and 6 feet as required. Base sections shall be furnished with a minimum height of 24 inches for pipes having a diameter of 8, 10, or 12 inches and a minimum height of 36 inches for pipes having a diameter of 15 or 18 inches. Minimum height for 5 or 6 foot inside diameters shall be 48 inches regardless of pipe size. Base sections with 5 or 6 foot inside diameters shall be reduced to 4 foot inside diameter by means of an adapter ring or transition top. The openings in the base section for the accommodation of the pipe shall be cast to closely conform to job conditions and shall provide a minimum clearance of three inches (3”) between the inside bottom of the base and outside bottom of the pipe barrel.
2. **Riser Sections:** The riser sections shall be furnished in a minimum of six-inch (6”) increments and shall be four feet (4’) in diameter with, (a) tongue and groove joint to be sealed with approved butyl rubber or bitumastic material, similar to “E-Z Stik” as manufactured by Concrete Supply Company or (b) O - ring gasket type joint conforming to ASTM C 443, as amended to date. The gasket joint shall be thoroughly cleaned of all loose materials and brushed with an approved Epoxy to give a smooth surface free of any honeycomb.
3. **Alteration to Manholes:** In the event that the manhole has to be altered after delivery to job site the Contractor may, with permission of the Owner, connect the pipe to the manhole with a collar of mortar and brick. The opening between the pipe and manhole shall have a minimum clearance of one inch (1”) and shall be filled from the inside and outside of the manhole with a non-shrink grout.
4. **Repaired and Patched Sections:** Repaired and patched sections will not be acceptable unless each individual section so repaired or patched shall first have been inspected and approved by the Owner, for repair and patching at the manhole plant. Repairs to and patching of “O” -ring grooves and shoulders will not be permitted.
5. **Absorption:** Absorption shall not exceed 9 percent when determined in accordance with ASTM C 497, as amended to date.
6. **Testing and Stamping:** An inspection, by an independent testing laboratory approved by the Owner, of the manufacturer’s plant and product will be required to assure conformity of the precast manholes to these Specifications, and the minimum requirements of ASTM C 478, as amended to date. Each section of precast concrete manhole shall be stamped with the laboratory’s stamp. Each stamped section shall indicate the laboratory’s configuration that it was accepted in accordance with applicable ASTM Specifications. A copy of

such report will be furnished the Owner with submittal of shop drawings for approval. Job site inspection shall be visual for shape, uniformity, and density.

#### **D. Miscellaneous Iron and Steel**

Miscellaneous iron and steel for straps, brackets and related items shall be as shown and called for on the Drawings. Bolts and nuts shall be of the best quality high strength steel, unless otherwise shown on Drawings. Bolts and nuts in general shall be United States standard dimension. All anchor bolts exposed to the weather shall be of stainless steel, Type 316, unless otherwise specified. Anchor bolts in general shall be placed in forms prior to pouring concrete. When concrete anchors must be used, they shall be Phillips "Red Head" or Rawl "Saber Tooth" self-drilling anchors, or equal. Welding under these Specifications may be done by the MIG, TIG or "Electrode" Method in accordance with AWS-ASTM E 6012, as amended to date, (Electrode Method only).

#### **E. Iron Castings**

Castings shall be of gray-iron conforming to ASTM A 48, as amended to date. Manhole and step castings shall be as shown on the Detail Drawings unless otherwise specified. Castings shall be tough, close-grained and smooth, free from blow holes, blisters, shrinkage stains, cracks, cold shots and like defects. No plugging of defective castings will be permitted. Castings shall be made accurately to dimensions shown on the Drawings or ordered and shall be planed or ground where necessary, whether marked or not, to secure perfectly flat bearing surfaces. Allowance shall be made in the patterns so that the specified thickness of metal will not be reduced. No casting will be accepted, the weight of which is less than the theoretical weight, based on required dimensions, by more than five percent (5%).

#### **F. Painting**

Straps, brackets and related items shall be primed in the shop with one (1) coat of Inertol Rust inhibitive Primer 621 FDA, 1.5 dry mil thickness. Coating in the field will be with one (1) coat of Inertol No. 49 Thick, 5.0 dry mil thickness. Manhole frames, covers and steps shall be given one coat of an asphaltic or bituminous paint which results in a smooth and tough well-bonded coating. No separate payment will be made for the above work. The cost of such work, and all cost incidental thereto, shall be included in the unit prices bid for the item to which the work pertains.

#### **G. Polyethylene Encasement**

Polyethylene encasement shall be 60 mil polyethylene sheet and shall be used to wrap the sewer pipe.

### **670.3 – Implementation**

#### **A. Unloading**

Equipment and facilities for unloading, hauling, distributing and storing materials shall be furnished by the Contractor and shall at all times be available for use in unloading

materials. Delays in unloading railroad cars, unloading trucks, or hauling from freight terminal which incur demurrage, truck waiting charges or terminal charges shall be at the expense of the Contractor.

#### **B. Handling**

Pipe, fittings and other material shall be carefully handled so as to prevent breaking and/or damage. Pipe may be unloaded individually by hand but shall not be unloaded by rolling or dropping off of trucks or cars. Preferred unloading is in units using mechanical equipment, such as fork lifts, cherry pickers or front-end loaders with forks. If fork lift equipment is not available units may be unloaded with use of spreader bar on top and nylon strips or cables (cushioned with rubber hose sleeve) looped under the unit.

#### **C. Distributing**

Materials shall be distributed and placed so as to least interfere with traffic. No street or roadway may be closed without first obtaining permission from the proper authorities. The Contractor shall furnish and maintain proper warning signs and obstruction lights for protection of traffic along highways, streets, and roadways upon which material is disturbed. No distributed material shall be placed in drainage ditches.

#### **D. Storage**

All pipe, fittings and other materials which cannot be distributed along the route of the work shall be stored for subsequent use when needed. The Contractor shall make his own arrangements for the use of storage areas; except that, with permission, he may make reasonable use of the Owner's storage yards. All pipe must be stockpiled on level ground. Timbers must be placed under the pipe for a base and to prevent dirt and debris from washing into the pipe. No separate payment shall be made for the above work.

#### **E. Location and Grade**

Where new sewer lines are to be constructed, the line and grade of the sewer, and the position of manholes and other structures, will be given by the Owner or Owner. The grade line shown and specified means the invert of the pipe. The price for trenching shall include the trench for the depth below the grade line necessary to lay the sewer to this grade, but measurements for payment will be made only to the grade line. Subsidiary lines and grades shall be laid out by the Contractor from the controlling lines and benchmarks established by the Owner, or from measurements shown. All lines and grades shall be subject to checking by the Owner, but that checking shall in no way relieve the Contractor from responsibility for correctness. The Contractor shall provide such stakes, materials, labor and assistance as the Owner may require in laying-out work, establishing benchmarks, and checking and measuring the work.

**F.** All gravity sewer lines must meet minimum grade requirements. These requirements are listed in the following chart:

Pipe Diameter	Minimum Grade
8	0.50%
10	0.30%
12	0.22%
15	0.16%
18	0.12%
21	0.10%
24	0.08%
30	0.06%
36	0.05%

- G.** For any sewers exceeding an 18.8% slope, concrete anchor blocks are required in accordance with the following:

Slope (%)	Distance Between Anchors (LF)
18.8 to 35%	Not over 36 LF
35 to 50%	Not over 24 LF
> 50%	Not over 16 LF

The anchor blocks must extend a minimum of 19 inches below the main and 6 inches above the main. Crushed stone is also required as a bedding for the sewer pipe. See drawing on page 36 for details.

**H. Order of Work**

The Owner reserves the right to accept and use portions of the work when it is considered to be in the public’s interest to do so; the Owner shall have the authority to establish the order in which the lines shall be worked.

**I. Inspection**

All work done and materials furnished shall be subject to inspection by the Owner or his authorized representative. Improper work shall be reconstructed and materials which do not conform to the requirements of this Section shall be removed from the work upon notice being received from the Owner of the rejection of those materials. The Owner shall have the right to mark rejected materials and/or the Contractor shall segregate said materials to distinguish them as such.

**J. Organization of Work**

The Contractor shall so organize the work that backfilling and cleanup shall closely follow pipe laying operations and manhole construction. In general, not more than one block of a street or roadway shall be closed for construction at any one time. Before proceeding with trenching operations in a succeeding block, the preceding section



shall be backfilled, cleanup completed and the street opened to traffic. For work outside the streets and roadways, backfilling and windrowing, in accordance with the provisions of “General Backfilling” paragraph of Section 312333 Trench Excavation and Backfill shall be performed in such a manner that not more than five hundred (500’) feet of trench shall remain open at any one time. Failure on the part of the Contractor to comply with the above provisions in a reasonable manner, in the opinion of the Owner, shall be sufficient cause for the Owner to order a temporary shut-down of further trenching and pipe laying operations until the provisions have been met.

**K. Bedding and Laying of Ductile Iron Pipe**

All sewer pipe shall be laid upgrade, spigots shall point downgrade. The pipe and specials shall be laid in the trench so that, after the sewer is completed, the invert surface shall conform accurately to the grades and alignment fixed or given by the Owner. The interior of all pipes shall be carefully freed of all dirt and superfluous material of every description, as pipe laying proceeds. Defective joints discovered after laying shall be repaired and made tight. Defective pipe shall be removed and proper replacement made. Ductile iron pipe for gravity sewers and force mains shall be laid as specified using the following type of bedding required for the depth cover for the various sizes of pipe to be installed.

1. Flat Bottom Trench: New sewer pipe shall not be installed in a flat bottom trench.
2. Selected Materials: Pipe shall be installed using Type 3, Type 4, or Type 5 trench conditions. A Type 3 trench has a base with a minimum of 4 inches of loose soil with backfill lightly consolidated to top of pipe. A Type 4 trench has a base with a minimum 4 inches of sand, gravel, or crushed stone to a depth of 1/8 the pipe diameter and backfill must be compacted to top of pipe. A Type 5 trench has a base with a minimum of 4 inches of compacted granular material bedded to centerline of pipe with backfill of compacted granular or select material to top of pipe. Backfill shall be as specified in the ‘Selected Backfilling’ and ‘General Backfilling’ paragraphs of specification Section 312333.
3. Cover: Maximum depth of cover for Ductile iron pipe of the various classes and sizes to be installed are as follows:

Pipe Size (Inches)	Pressure Class	Nominal Thickness (In.)	Laying Condition		
			Type 3	Type 4	Type 5
Maximum Depth of Cover – ft.					
4	350	0.25	69	85	100+
6	350	0.25	37	47	65
8	350	0.25	25	34	50
10	350	0.26	19	28	45
12	350	0.28	19	28	44
14	250	0.28	15	23	36
	300	0.30	17	26	42
	350	0.31	19	27	44
16	250	0.30	15	24	34
	300	0.32	17	26	39

	350	0.34	20	28	44
18	250	0.31	14	22	31
	300	0.34	17	26	36
	250	0.36	19	28	41
	250	0.33	14	22	30
20	300	0.36	17	26	35
	350	0.38	19	28	38
	200	0.33	12	17	25
24	250	0.37	15	20	29
	300	0.40	17	24	32
	350	0.43	19	28	37
	150	0.34	9	14	22
30	200	0.38	12	16	24
	250	0.42	15	19	27
	300	0.45	16	21	29
	350	0.49	19	25	33
	150	0.38	9	14	21
36	200	0.42	12	15	23
	250	0.47	14	18	25
	300	0.51	16	20	28
	350	0.56	19	24	32
	150	0.41	9	13	20
42	200	0.47	12	15	22
	250	0.52	14	17	25
	300	0.57	16	20	27
	350	0.63	19	23	32
	150	0.46	9	13	20
48	200	0.52	11	15	22
	250	0.58	13	17	24
	300	0.64	15	19	27
	350	0.70	18	22	30
	150	0.51	9	13	20
54	200	0.58	11	14	22
	250	0.65	13	16	24
	300	0.72	15	19	27
	350	0.79	18	22	30
	150	0.54	9	13	20
60	200	0.61	11	14	22
	250	0.68	13	16	24
	300	0.76	15	19	26
	350	0.83	18	22	30
	150	0.56	9	13	20
64	200	0.64	11	14	21
	250	0.72	13	16	24
	300	0.80	15	19	26
	350	0.87	17	21	29

#### L. Jointing of Ductile Iron Pipe with Mechanical or Push-on Joints

Proper and suitable tools and equipment shall be used for the safe and convenient handling and laying of ductile iron pipe. Care shall be taken to prevent damage to the exterior coating and interior cement lining. All pipe shall be carefully examined for cracks and other defects before laying. If any pipe or fitting is discovered to be

defective after having been laid, it shall be removed and replaced with sound material at the expense of the Contractor. Whenever pipe is required to be cut, the cutting shall be done by skilled workmen using an abrasive wheel cutter. Use of a cold chisel or oxyacetylene torch will not be permitted.

1. Mechanical Joints: Mechanical joints shall be made only by experienced mechanics. Sockets and spigots shall be washed with soapy water before slipping the gland and gasket over the spigot end of the pipe. The spigot shall be inserted into the socket full depth, then backed off ¼-inch to provide clearance for expansion. The gasket shall be brushed with soapy water and shall be pushed into position making sure that it is evenly seated in the socket. The gland shall then be moved into position for compressing the gasket. All bolts and nuts shall be made "finger-tight." For joints made in trenches, the bolts shall be tightened to a uniform permanent tightness, using a torque wrench for tightening. Bolts shall be tightened alternately 180 degrees apart. Measurement for payment of sewer lines will be made along the top of the pipe from center to center of manholes. ~~Cast Iron or Ductile Iron fittings will be paid for on the basis of the published weight of the fitting itself, exclusive of the follower rings and gaskets.~~
2. Push-On Joints: The groove and bell socket shall be thoroughly cleaned and lubricated before the gasket is inserted. Before inserting the gasket it shall be thoroughly lubricated and manufacturers instructions shall be followed for proper facing and seating of gasket. After the gasket is in place and just prior to joint assembly a generous coating of lubricant shall be applied to the exposed gasket surface. The lubricant used shall be a lubricant supplied by the pipe manufacturer. The plain end shall be inspected and any sharp edges which might damage the gasket shall be removed by means of a file or power grinder. Pipe that is cut in the field must be ground and beveled before assembly. Prior to inserting the plain end of the pipe into bell socket lubricant shall be applied to the beveled nose of the pipe. Small pipe may be pushed home with a long bar but large pipe may require additional power such as jack, lever or backhoe. A timber header shall be used between the bell and bar or other power to avoid damage to the pipe. During assembly of the pipe the joint must be kept straight while pushing. Pipe may be deflected if desired but only after the assembly is completed. Measurement for payment of sewer lines will be made along the top of the pipe from center to center of manholes. ~~Cast Iron or Ductile Iron fittings will be paid for on the basis of the published weight of the fitting itself, exclusive of the follower rings and gaskets.~~
3. Mechanical Joint or Push-on Joint Pipe on Piers: Mechanical or Push-on Joint Pipe may be used on piers in gravity sewer lines. Pipe shall be laid with a ¼ - inch clearance in each joint to provide for expansion. Jointing of pipe shall be as described above. On mechanical joint pipe the bolts shall be tightened alternately 180 degrees apart but be left "finger-tight" until the sewage is diverted into the sewers; then bolts shall be further tightened to a sufficient amount which will prevent leakage of the joint, but which will not prevent slippage which may occur because of temperature stresses. Measurement for

payment of Ductile Iron Pipe constructed on piers will be from end to end of Ductile Iron Pipe.

#### **M. Precast Concrete Manholes**

Precast concrete manholes shall be bedded on not less than six inches (6") of compacted crushed stone at Contractor's expense. The crushed stone shall extend not less than six inches (6") outside the walls of the manhole, and shall be compacted under entire length of pipe within manhole excavation. Manholes shall be 4, 5, and 6 feet in diameter as determined from the schedule of pipe sizes and line deflections, or as shown. The top of manholes outside of roads, streets, and highways shall extend a minimum of 12 inches above final grade unless otherwise noted.

1. **Connection of Pipe to Manhole:** Connections of pipe to manhole for 4-inch through 15-inch pipe shall be made with a flexible joint system. The joint system shall be a neoprene or synthetic rubber boot or sleeve, either cast or core drilled into the wall of manhole. The boot or sleeve shall be clamped and seated to the pipe with a stainless-steel band. The boot or sleeve system shall be "LOCK JOINT FLEXIBLE MANHOLE SLEEVE" as manufactured by Interpace Corporation, Parsippany, New Jersey or "KOR-N-SEAL" as manufactured by National Pollution Control Systems, Inc., Nashua, New Hampshire or equal. Connections of pipe to manhole for 18-inch pipe and above shall be made with a collar of mortar and brick. The opening between the pipe and the manhole shall have a minimum clearance of one inch (1") and shall be filled from the inside of the manhole with a non-shrink grout.
2. **Adjustment:** The top of the concentric top section shall have a minimum wall thickness of eight inches (8") to accommodate brick courses for height adjustment. A maximum of three (3) brick courses will be allowed for adjustment of manhole to required grade. The top of manholes outside of roads, streets, and highways shall be built to grade twelve inches (12") above ground surface unless otherwise shown on the Drawings. Manholes in roads, etc. shall be built to grade designated by the Owner. Vented manholes shall be constructed to elevations as shown on the Drawings.
3. **Drop Connections:** Drop connections will be required when the drop exceeds 2 feet or where called for on the drawings. Drop pipe shall not be smaller than 8 -inches. Generally, drop pipe shall be one size smaller than the sewer which they serve. Openings in walls of precast concrete manholes for drop connections shall not be made at joints. Drop connection fittings and riser pipe shall be encased in brick and mortar or formed Class "C" concrete. Drop connections for both brick and precast concrete manholes shall conform with typical details as shown on the Drawings. Drop connections shall be carefully backfilled to prevent dangerous side pressures.
4. **Manhole Inverts:** Manhole inverts shall be carefully constructed with cement grout, Class "B" concrete, or cement mortar brickwork; special care shall be taken to lay the channel and adjacent pipes to grade. Cement mortar shall be made of one (1) part cement and two (2) parts clean sharp sand. Channels shall be properly formed, rounded, and troweled smooth. The connections of

the sewer with the wall and the channel of the manhole shall be tight and smooth.

5. **Manhole Steps:** Manhole steps shall conform to the details shown. Steps for brick manholes shall be installed along a vertical centerline, on approximately 15" centers. Steps shall be firmly and securely built into manhole walls as brickwork proceeds. Steps for precast concrete manholes shall be installed along a vertical centerline, on approximately 14" to 16" centers.
6. **Future Sewer Connections:** Where shown, a twelve inch (12") long pipe stub for future sewers, of such size as may be designated, shall be laid to proper grade and alignment and plugged with a factory plug with same type joint as used on the sewer pipe.
7. **Manhole Frames and Covers:** Manhole frames and covers shall be as detailed and shown on the Drawings and as called for in the Proposal and shall include setting to finished grade as required, and grouting in place.
8. **Payment:** Payment for precast concrete manholes will be made from actual field measurements to the nearest one-tenth foot as stated in the Proposal. Measurement for payment will be made from manhole invert to top of precast concrete cone. Payment for drop connections will be made at the unit prices stated in the Proposal, and shall include all necessary pipe, pipe fittings, brick or concrete encasement of drop pipe and extension of manhole base slab. Measurement for payment shall be from invert of TEE to invert of ELL. ~~Payment for manhole frames and covers will be made in accordance with the unit prices stated in the Proposal for the various types.~~ No extra payment will be made for 6-inches of compacted crushed stone bedding under manhole, for manhole steps, for constructing manhole inverts or for furnishing and laying future sewer connections, the cost thereof to be included in the unit prices bid for manhole construction.

#### **N. Connections to Existing Manholes**

At locations where new sewers are shown to be connected to existing manholes, the Contractor may temporarily block and/or divert sewage flows to facilitate construction operations. The work shall consist of making the opening in the manhole wall, inserting the new pipe to the elevation shown, filling the space in the wall around the pipe with non-shrink mortar, and constructing and remodeling manhole inverts. High-early strength cement shall be used for mortar in order that proper channels may be formed in manhole bottoms with a minimum interruption of service to the existing sewer. The price bid for this work shall include all costs of labor, material, and equipment required to complete each connection and shall include the costs involved in blocking and/or diverting sewage flows, and shall include all costs of delays, temporary works, and maintaining existing sewers in service. No payment will be made for a connection to an existing pipe or manhole stub.

#### **O. Connections to Existing Sewers**

At locations where new sewers are shown to be connected to existing sewers at a new manhole, the Contractor shall first expose the existing sewer and install a

supporting timber beam with suitable straps around the pipe so as to bridge the excavation for the new manhole. The manhole shall then be constructed complete with invert and frame and cover. Under special conditions the Contractor may temporarily block and/or divert sewage flows to facilitate construction operations. Actual physical connection of the sewers will be made at a later date, as directed. The price bid for this work shall include all costs of labor, material, and equipment required to expose and support the existing sewer, block and/or divert sewage flows, make future physical connections, as well as all costs of delays, temporary works, and maintenance of existing sewers in service. Manholes, manhole frames and covers, and drop connections, if required, will be paid for separately in accordance with the unit prices bid for the various items.

#### **P. House Service Branches**

House service branch connections may be made with wyes, tees or pipe saddles made of the same material as the carrier pipe. In general, house service branches shall incline upward and should match as closely as possible the alignment of the existing services. The Contractor shall use whatever fittings are necessary and up to 10 linear feet of service pipe to properly align the service connection. Service pipe shall be ductile iron or HDPE pipe of the same size as the existing service, except the minimum size shall be 4". For new sewers, the service shall be 6" ductile iron pipe. The 6" ductile iron pipe will be run to the edge of the road right of way. Then a fernco will be used to connect a short 3-foot stub of 4" PVC with a plug. A 4x4 treated wood post shall be set in the ground at the edge of the service, painted green and extend at least 3 foot above grade. Where required, short radius bends shall be used to connect the service branch to the house service line. Pipe service branches, together with bends, shall be placed on a compacted bed of crushed stone in such a manner as to be self-supporting and to relieve the strain on branches and bends. ~~Payment for wyes, tees or saddles shall be at the price stated in the Proposal in addition to the prices bid for the completed sewer line.~~ Payment for reconnecting existing services shall be made at the unit price as stated in the Proposal and shall include all work necessary to complete the connection, including, but not limited to, all fittings, pumping, bailing, crushed stone, and up to 10 linear feet of service pipe.

#### **Q. Channel Excavation**

At locations where storm water drainage is obstructed by sewer construction, the Contractor shall excavate new channels or widen and lower the grade of existing channels in accordance with Drawings and directions given. No separate payment will be made for the work of this section. The cost of such work, and all costs incidental thereto, shall be included in the unit price bid for sewers.

#### **R. Concrete Encasement of Pipes**

Where directed by the Owner, sewer pipe shall be completely encased with Class "B" concrete. The trench shall first be excavated not less than six inches (6") below the bell of the pipe and the pipe laid to line and grade on concrete blocking or equal.

Concrete shall then be placed to the full width of the trench, but in no case less than six inches (6") from the pipe bell on either side of the trench, and to a height of not less than six inches (6") above the top of the pipe bell. No backfill material shall be placed in the trench for a period of at least twenty-four (24) hours after the concrete encasement has been placed. Concrete encasement will be paid for at the unit price stated in the Proposal and shall include the costs of the additional depth of excavation, the furnishing of concrete blocking, and the laying of pipe to line and grade on the blocking.

**S. Polyethylene Encasement**

Polyethylene encasement shall be installed where required by the Owner due to corrosive soil conditions or potential stray currents in the soil (e.g., gas line easements) in accordance with ANSI/AWWA A21.5/C105.

**T. Closing Pipe**

When the work of pipe-laying is suspended for the night, and at other times, the end of the sewer shall be closed with a tight cover. The Contractor shall be responsible for keeping the sewer free from obstruction.

**U. Inspection and Testing of Manholes**

Vacuum Testing of precast concrete manholes shall be performed on all manholes on a given project. All testing shall be performed in accordance with the requirements of ASTM C 1244-93. All lift holes and any pipes entering the manhole shall be plugged prior to initiating the vacuum test. A vacuum will be drawn and the vacuum drop over a specified time period will be used to determine the acceptability of the manhole. Procedure: (1) The test head shall be placed at the top of the manhole in accordance with the manufacturer's recommendations, (2) A vacuum of 10 in. of mercury shall be drawn on the manhole, the valve on the vacuum line of the test head closed, and the vacuum pump shut off. The time shall be measured for the vacuum to drop from 10 in. of mercury to 9 in. of mercury, (3) The manhole shall pass if the time for the vacuum reading to drop from 10 in. of mercury to 9 in. of mercury meets or exceeds the values indicated in Table 1, (4) If the manhole fails the initial test, necessary repairs shall be made by an approved method. The manhole shall then be retested until a satisfactory test is obtained.

Table 1 – Minimum Test Times for Various Manhole Diameters

Depth (ft)	Diameter, in.								
	30	33	36	42	48	54	60	66	72
	Time, s								
8	11	12	14	17	20	23	26	29	33
10	14	15	18	21	25	29	33	36	41
12	17	18	21	25	30	35	39	43	49
14	20	21	25	30	35	41	46	51	57
16	22	24	29	34	40	46	52	58	67
18	25	27	32	38	45	52	59	65	73
20	28	30	35	42	50	57	65	72	81

22	31	33	39	46	55	61	72	79	89
24	33	36	42	51	58	64	78	87	97
26	36	39	46	55	64	75	85	94	105
28	39	42	49	59	69	81	91	101	113
30	42	45	53	63	74	87	96	108	121

## V. Cleaning Up

Before the work is considered complete, all material not used, and rubbish of every character must be removed from the project. All streets, sidewalks, curbs, fences and other private or public facilities and structures disturbed must be in essentially good condition as existed before the work was done. The Contractor shall replace any subsequent settlement of backfill or pavement over trenches and the surfaces brought to grade.

## W. Inspection and Testing

Sewer lines and appurtenances will be inspected by one of the following methods hydrostatic infiltration and exfiltration testing as per ASTM C 1091 – 90 or low-pressure air test as per ASTM C 829 – 90. The maximum acceptable leakage rate shall not exceed 25 gallons per day per inch diameter per mile of sewer. In addition, the sewer mains shall be inspected using closed circuit television methods approved by the Owner. All storm and underdrain lines shall be inspected for leakage, in the presence of the Engineer or his representative. All visible leaks shall be repaired regardless of whether infiltration, exfiltration or air test is within allowable limits. No sewer will be accepted until leakage tests demonstrate compliance with one of the leakage test methods. All sanitary sewer lines shall be tested for leakage, in the presence of the Engineer or his representative. Tests shall be conducted by one or a combination of the following two methods. Where natural ground water levels stand a minimum of two feet (2') above the top of the pipe, the amount of leakage may be determined from measurements made at the lower end of the sewer section under test. Where natural ground water levels do not stand two feet (2') above the top of the pipe, an exfiltration test shall be conducted on each section of sewer. Tests shall be as follows:

1. Infiltration Test: The infiltration test shall be performed up to an average maximum hydrostatic head of ten feet (10'). Sewers above the test section shall be closed before testing by the installation of suitable watertight bulkheads. The length of the test section shall be determined by the Engineer. The average of six readings at five- minute intervals will be used to determine the rate of infiltration for any one-test section. The rate of infiltration of ground water into any test section of sewer, including manholes, shall not exceed 25 gallons per day per inch diameter per mile.
2. Exfiltration Test: For the exfiltration test the ends of the pipe in the test section shall be closed with suitable watertight bulkheads. Inserted into each bulkhead at the top of the sewer pipe shall be a 2 -inch pipe nipple with an elbow. At the upper end of the test section a riser pipe shall be installed. The test section of pipe shall be filled through the pipe connection in the lower bulkhead, which



shall be fitted with a tight valve, until all air is exhausted and until water overflows the riser pipe at the upper end. Water may be introduced into the pipe twenty-four (24) hours prior to the test period to allow complete saturation. House service lines, if installed, shall also be fitted with suitable bulkheads having provisions for the release of air while the test section is being filled with water. During the test period, which shall extend over a period of thirty (30) minutes, water shall be introduced into the riser pipe from measured containers at such intervals as are necessary to maintain the water level at the top of the riser pipe. The total volume of water added during the thirty-(30) minute test period that should not exceed that shown for infiltration in (1) above.

3. Air Test: After the pipe has been installed and backfilled, the sewer may be tested between manholes by low pressure air test. The air test may be required by the Engineer instead of or in addition to the infiltration or exfiltration test. The pipe shall be filled with air slowly to a constant pressure of 4.0 psig. The pressure shall then be maintained between 3.5 and 4.0 psig for not less than two minutes. The sewer is acceptable if the loss of air from 3.5 psig to 2.5 psig is not less than the time shown in the following table.

Time per 100 Feet of Pipe		
Pipe Diameter (Inches)	Min.	Sec.
8	1	12
10	1	30
12	1	48
14	2	00
15	2	06
16	2	12
18	2	24
20	2	48
21	3	00
24	3	36
27	4	12
30	4	48
36	6	00
42	7	18
48	8	30
54	9	42

#### **X. Acceptance of Work**

Sewer lines and appurtenances will not be considered for acceptance until all provisions of the Specifications have been complied with, until all tests have been satisfactorily completed, and until inspection of the work has been made. Sewage flows shall not be diverted into new sewers until after such time as final inspection of the lines has been made by the Owner, and permission granted therefore.

#### **Y. Cleaning and Internal Inspection**

Before acceptance of any sewer or systems of sewers, lines shall be cleaned and inspected in accordance with these Specifications. Where any obstruction is met, the Contractor will be required to clean the sewers by means of rods, swabs, or other instruments. Lines and manholes shall be clean before final inspection. Final inspection shall be performed by the Contractor with the aid of closed circuit tele vision equipment. The television picture shall be videotaped or recorded on a DVD as an inspection record and written logs prepared which indicate the location of service lines, leaks and other obvious construction defects such as broken sewer pipes, separated joints, etc. Pipe lines shall be straight and show a uniform grade between manholes. The Contractor shall be required to correct any variations there from or other deficiencies which may be disclosed during the inspection. No extra payment will be made for cleaning, the cost thereof to be included in the prices bid for sewers. Internal inspection by closed circuit television will be paid for on a linear foot basis as stated in the proposal.

## **Z. Erosion Control**

All sewers will be installed in accordance with the requirements under Section 312500 Erosion and Sedimentation Control. No separate payment will be made for this work except as provided for in the bid.

## **660.4 – Measurement**

This work is measured for payment either per each, or per linear foot, whichever is shown on the plans.

- **Sewer Main - Ductile Iron Pipe.** All Sewer Main Ductile Iron piping line items shall be measured in linear feet and shall include costs for all piping and installation, locating wire, locating tape, trench excavation, trench protection, dewatering, bedding material, asphalt or concrete cutting, normal joints and gaskets, normal backfill, infiltration and exfiltration testing, mandrel pulling, and all other incidentals necessary to provide a complete finished installation of the Sewer Main or Sewer Lateral piping system in accordance with the plans and specifications.
- **Sewer Main - Steel Pipe for Ditch or Creek Crossings.** All Sewer Main Steel piping line items shall be measured in linear feet and shall include costs for all piping and installation, locating wire, locating tape, trench excavation, trench protection, dewatering, bedding material, asphalt or concrete cutting, normal joints and gaskets, normal backfill, infiltration and exfiltration testing, mandrel pulling, and all other incidentals necessary to provide a complete finished installation of the Sewer Main or Sewer Lateral piping system in accordance with the plans and specifications.
- **Sewer Lateral.** All Sewer Lateral piping line items shall be measured in liner feet and shall include costs for 6-inch Ductile Iron piping, concrete collar or precast concrete valve ring, PVC twist-off plug, mainline wye, 6" wye, cleanout, plug, saddles, excavation, dewatering, asphalt or concrete cutting, installation, normal backfill, property restoration, and all other incidentals necessary to provide a complete finished installation of the Sewer Lateral piping system in accordance with the plans and specifications.

- **Utility Conflict Adjustment – Sewer Main.** All Sewer Main Utility Conflict Adjustment line items shall be measured in linear feet and shall include costs for all piping and installation, locating wire, locating tape, trench excavation, trench protection, dewatering, bedding material, asphalt or concrete cutting, normal joints and gaskets, normal backfill, infiltration and exfiltration testing, mandrel pulling, temporary capping and pumping, and all other incidentals necessary to provide a complete finished installation for replacing, raising, lowering, or re-routing the conflicted Sewer Main in accordance with the plans and specifications that are necessary to resolve the conflict.
- **Utility Conflict Adjustment – Sewer Laterals.** All Sewer Lateral Utility Conflict Adjustment line items shall be measured in liner feet and shall include costs for any new or additional piping, concrete collar or precast concrete valve ring, PVC twist-off plug, mainline wye, 6” wye, cleanout, plug, saddles, excavation, dewatering, asphalt or concrete cutting, installation, normal backfill, property restoration, temporary capping and pumping, and all other incidentals necessary to provide a complete finished installation for replacing, raising, lowering, or re-routing the conflicted Sewer Lateral in accordance with the plans and specifications that are necessary to resolve the conflict.

### 660.5 – Payment

This Work will be paid for at the Contract Price per linear foot, each complete in place and accepted. Payment is full compensation for all things, including incidentals, and direct and indirect costs, to complete the Work.

Payment will be made under:

Item No. 660	Sewer Main, ___ in	Per linear foot
Item No. 660	Sewer Lateral, ___ in	Per linear foot
Item No. 660	Utility Conflict Adjustment – Sewer Main, ___ in	Per linear foot
Item No. 660	Utility Conflict Adjustment – Sewer Lateral, ___ in	Per linear foot

**CITY OF DALTON**  
**PENTZ AND CUYLER STREET CORRIDOR IMPROVEMENTS**  
**PROJECT**

**SPECIAL PROVISION**

**Section 670 – Water Mains and Accessories**

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**670.1 – Scope**

This specification covers all aspects of requirements for new water mains, taps, and related accessories including submittals, products, and implementation. All new water infrastructure will be designed to meet required flows of the customer, the fire department responsible for the particular jurisdiction, and the Minimum Standards for Public Water Systems (May 2000) published by the Drinking Water Permitting and Engineering Program of the Georgia Environmental Protection Division. Design flows for new systems and taps will be determined by evaluating similar types of customers using actual metered data and contacting the appropriate fire department. Where data is not available, the Minimum Standards for Public Water Systems (May 2000) published by the Drinking Water Permitting and Engineering Program of the Georgia Environmental Protection Division will be used.

**670.2 – H.D.P.E. Pipe Specifications for Transmission of Potable Water**

**670.2.01 – Scope**

The Contractor will install water mains less than 8-inch in size using SDR 9 HDPE pipe for the transmission of potable water as shown on the Drawings and in accordance with these Specifications. Water mains larger than 8" shall be ductile iron pipe as presented in the applicable part of this Section and on the Drawings. HDPE pipe shall be installed in road rights-of-way or easements obtained by the Owner using trenching or horizontal boring in accordance with these specifications.

**670.2.02 – Submittals**

1. The Contractor will submit complete product data from named vendor on all products proposed for use in the project.
2. Results from recording of each fuse on HDPE pipe will be submitted to the Owner as part of the installation record.
3. Contractor will submit a proposed method for pigging or cleaning lines for approval by the Owner after installation.
4. Contractor shall provide proof of qualification for all labor involved in fusing of HDPE pipe. Proof of qualification shall be written confirmation of training by a manufacturer involved in the manufacture of HDPE pipe for more than two years.

Only individuals with such qualifications will be allowed to perform fusing operations.

5. Contractor shall submit proposed pressure testing methodology for review by the Owner prior to initiating any final pressure testing of pipe.

### **670.2.03 – Products**

This section of the specifications covers the requirements for high density polyethylene pipe (HDPE) for transmission of potable water, fittings, accessories, and service lines. The minimum pipe size allowed is 2-inch for dead ends of less than 600 linear feet. The minimum pipe size for all other water mains is 6-inch.

#### **A. HDPE Pipe**

Polyethylene pipe shall conform to ANSI/AWWA Standard C 906-90 (or most recent edition) and NSF 61. The pipe shall be PE 3408 with an SDR of 9 as directed by the owner and be rated for a pressure of 200 psi., respectively. The carbon black content shall measure 2% to 3% by weight when tested according to ANSI/ASTM D 1603 or ASTM D 4211. The pipe shall be provided in ductile iron pipe sizes. The pipe shall be produced by Rinker, J-M PE Corporation Pipe, or equal. All polyethylene pipe shall be blue PRISMA coated or shall have co extruded blue striping for identification. The manufacturer shall have an ISO 9001 listing covering the HDPE manufacturing facility as well as the corporate office. The Owner at no additional cost may require quality audits. All pipe will be provided in standard straight lengths. No coiled pipe will be accepted for installation on the project.

1. Quality and Inspection: All pipe shall be smooth on both the interior and exterior surfaces; be free of noticeable imperfections such as cracks, blisters, or kinks in the pipe. The Owner, if he so chooses, shall be able to inspect the pipe at the pipe plant, trench, and other various storage sites. Based on these observations the Owner will have the right to reject any and all piping not conforming to these stated requirements, independent of laboratory tests. Field repair of any damaged piping shall not be permitted. The Owner reserves the right to require the removal of fused connections for destructive testing to verify the integrity of fused joints, etc.
2. Experience of Manufacturer: The pipe manufacturer shall provide evidence, if requested by the Owner, of having provided quality pipe and joints that have shown satisfactory results in service for a period of no less than two years. Evidence of completion of projects of similar size and timing for HDPE pipe will also be provided upon Owner request. All pipe within any given phase shall be from the same manufacturer.
3. Fittings: The fittings shall meet all of the requirements of the pipe to which they are to be fused. They shall be homogeneous throughout and essentially uniform in color, opacity, density and other properties. Fittings should also be free of such defects as cuts, cracks, or holes. Fabricated fittings will not be allowed where molded or machined fittings are available. All fittings will be manufactured in accordance with AWWA C906 with a minimum pressure class of 200 psi.
4. Markings: Markings shall be legible during usual handling of the pipe and be applied in a manner that will not damage the pipe. The following markings shall be provided as shown below:

- a. Nominal size and OD base
- b. Standard material code designation
- c. Dimension ratio
- d. Pressure class
- e. AWWA designation for this standard (AWWA C 906-90)
- f. Manufacturer's production code
- g. Material test category of pipe
- h. NSF 61 approved

## **B. Locating Wire & Detector Tape**

The Contractor will supply all locating wire and detector tape. Locating wire shall be 8 gage, coated wire for the HDPE mainlines, and 12 gage, coated wire for the HDPE service lines. Detection tape shall be composed of a solid aluminum foil encased in a protective plastic jacket. Tapes shall be color coded in accordance with AWWA color codes with the following legends: Water Systems, Safety Precaution Blue, "Caution Water Line Buried Below". Tape shall be permanently printed with no surface printing allowed. Tape width shall be a minimum of 2-inches when buried less than 10-inches below surface and 3-inches when buried greater than 10-inches. Tape shall be equal to Lineguard Type II Detectable, Allen Systems Detectatape, or equal.

## **C. Electrofusion Couplings**

Electrofusion couplings and saddles will not be used on this Project without written approval of Owner.

## **D. Flange Assemblies**

Flange assemblies shall consist of a metal back-up flange or ring and a polyethylene flange adapter. The back-up flange shall be slipped over the pipe profile flange adapter and then be fused into the plain end pipe.

## **E. Service Lines**

The service lines shall be polyethylene tubing material with the standard PE code designation of PE 3408. Polyethylene tubing and piping shall SDR 9 as directed by the owner and be rated for a pressure of 200 psi respectively. Service tubing shall comply with all requirements of AWWA C901-02 for Polyethylene Pressure Pipe and Tubing, ½ inch through 3-inch for water service. Tubing dimensions shall be compatible with copper tubing outside dimensions. All tube and pipe shall be smooth on both the interior and exterior surfaces; be free of noticeable imperfections such as cracks, blisters, or kinks in the pipe. The Owner, if he so chooses, shall be able to inspect the tube or pipe at the pipe plant, trench, and other various storage sites. Based on these observations the Owner will have the right to reject any and all piping not conforming to these stated requirements, independent of laboratory tests. Field repair of any damaged tubing or piping shall not be permitted.

## **670.2.04 – Implementation**

### **A. Unloading**

Equipment and facilities for unloading, hauling, distributing and storing materials shall be furnished by the Contractor and shall at all times be available for use in unloading materials. Delays in unloading railroad cars, unloading trucks, or hauling from freight terminal that incur demurrage, truck waiting charges or terminal charges shall be at the expense of the Contractor.

## **B. Handling**

Pipe, fittings and other material shall be carefully handled so as to prevent breaking and/or damage. Pipe may be unloaded individually by hand but shall not be unloaded by rolling or dropping off of trucks or cars. Preferred unloading is in units using mechanical equipment, such as forklifts, cherry pickers or front-end loaders with forks. If forklift equipment is not available units may be unloaded with use of spreader bar on top and nylon straps looped under the unit.

## **C. Distributing**

Materials shall be distributed and placed so as to least interfere with traffic. No street or roadway may be closed without first obtaining permission from the proper authorities. The Contractor shall furnish and maintain proper warning signs and obstruction lights for protection of traffic along highways, streets, and roadways upon which material is disturbed. No distributed material shall be placed in drainage ditches.

## **D. Storage**

All pipe, fittings and other materials which cannot be distributed along the route of the work shall be stored for subsequent use when needed. The Contractor shall make his own arrangements for the use of storage areas; except that, with permission, he may make reasonable use of the Owner's storage yards.

## **E. Joining Methods for HDPE Pipe**

The pipe and fittings shall be joined by butt or saddle fusion, mechanical joint adapters, or by flange connections in accordance with manufacturer's recommendations. All joints shall be fused, not including connections to existing utilities, unless otherwise shown on Drawings or requested by the Owner.

1. **Fusion:** The pipe shall be joined by heat fusion of the ends. Prior to fusion the pipe shall be clean and the ends shall be cut square. Fusion system operators shall be trained in the use of the equipment by the pipe supplier or manufacturer of the fusing machine and be experienced in the operation of the equipment. All fuses shall be recorded, the recording of the information must be provided to the Owner, and the recorded information must meet the standard requirements of the pipe manufacturer. All fusions failing to meet these requirements shall be removed and refused.
2. **Flange:** A flange assembly consists of a metal back-up flange or ring and a polyethylene flange adapter. The back-up flange is slipped over the pipe profile and the stub-end, or flange adapter, is then fused into the plain end pipe.
3. **Connection to Ductile Iron Pipe or Valves and Fire Hydrants:** Connections to ductile iron pipe, valves, and fire hydrants shall be by mechanical joints or flanges. All connections to ductile iron pipe, valves or fire hydrants must be restrained.

- a. **Restrained Mechanical Joints:** Restrained mechanical joints shall be made using mechanical joint adapters and shall incorporate a factory installed stiffener manufactured by Rinker, J-M PE Corporation Pipe, or equal.
- b. **Flange:** Flange connections shall be as described above in E (2).

#### **F. Installation of Locating Wire and Detector Tape**

The Contractor shall be required to install locator wire along the entire section of pipeline and along all service connections. The locator wire shall be installed simultaneously with the polyethylene piping. Detector tape shall be installed by the Contractor once backfill has been placed and compacted to at least 12 inches above the top of the pipe and not more than 18 inches above the top of the pipe. Wire shall be properly spliced at each end connection and each service connection. Care should be taken to adequately wrap and protect wire at all splice locations. No bare wire shall be accepted. There will be no additional pay item for this work; it should be included in the Unit Price for installing polyethylene pipelines and services.

#### **G. Backfill and Bedding**

Contractor will install pipe in accordance with ASTM D 2774 Standard Practice for Underground Installation of Thermoplastic Pipe, AWWA C906-90 (as amended), and the manufacturer's recommendations. Pipe shall not be installed in water or wet mucky soils, on rock or stony soil. When these conditions exist, Contractor shall remove the objectionable material to a depth of 6" below the pipes final grade and install crushed stone or other approved bedding materials.

#### **H. Cold (Field) Bending**

Contractor shall not bend the pipe to fit a trench more than that allowed by the pipe manufacturer. For 6" and 8" SDR 9 pipe, the bending radius will not be less than 20 times the outer diameter of the pipe. For SDR 11 pipe, the bending radius will not be less than 25 times the outer diameter of the pipe.

#### **I. Installation by Pulling In**

Contractor will submit to Owner maximum proposed pull in length for the pressure class and diameter pipe proposed to be pulled into an open trench. Pull in lengths will not exceed the maximum lengths recommended by the manufacturer for the class and diameter pipe. Final tie-ins should be made one day after pulling in to allow the pipe to recover from the stress of the pulling.

#### **J. Installation by Horizontal Boring or Directional Drilling**

This work shall be done in accordance with Section 02229. Contractor shall install pipe under creeks and County Roads using horizontal boring or directional drilling when directed by Owner. Casing pipe will be installed for all creek and road crossings. The pipeline shall then be installed directly into the casing without centering spacers. At casing exit or entry points, pipe should be wrapped with an elastomeric sheet material.

#### **K. Protection of Pipe Openings**



During installation, the Contractor will ensure that pipe ends that have not been fused will be protected against dirt, debris, animals, and other foreign materials. Plastic caps held in place with duct tape or other methods as approved by the Owner may be used.

#### **L. Connecting Service Lines to Main Lines**

Connection to the main lines shall be made by using self-tapping saddles with integral cutters fused to the main line. Electro-fusion saddles are not allowed without prior approval of Owner. A curb cock shall be installed on the self-tapping saddle with a compression fitting. The meter connection shall be installed with a compression joint (Compression fittings shall have stiffener inserts listed with NSF for potable water service as made by Romac, Philmac, or equal inserted in the tubing before making the connection). The joints must withstand 200 psi test pressure. The curb stop and meter fitting shall be Mueller or equal.

#### **M. Installation of Fire Hydrants**

Fire hydrants, in general, shall be installed and jointed as specified above for pipe and fittings. The installation of hydrants shall include the installation of extension sections, if required, and shall include the installation of crushed stone drain as shown on the Drawing Details and/or as specified herein. Class 1 or 2 soil materials will be installed under all fire hydrants to a depth of at least 6 inches as shown in the plans.

#### **N. Blocking and Restraining**

Contractor shall fully restrain the pipe through the use of fully restrained joints by means of butt fusion, M-J adapters, or flange adapters. Do not use thrust blocks with HDPE pipe installations.

#### **O. Cleaning**

Before acceptance of any line, the line must be clean. If the Contractor fails to close the pipe or debris is found to be in the line, the Contractor shall clean the line by pigging or other suitable means at the Contractor's expense. The Contractor shall be prepared to pig all lines installed within this project in order to remove the HDPE pipe shavings, etc. The successful bidder must propose a method of pigging the lines for approval by Dalton Utilities before proceeding with any pigging operations. This request must be submitted in writing and shall be approved in writing by the Owner prior to line purging.

#### **P. Testing**

Testing of HDPE pipe installations will include destructive testing as well as final pressure testing to ensure no leaks are present in the line.

1. At the direction of the Owner, Contractor will perform destructive strap testing on selected fuses to determine if the fuses meet with manufacturer's requirements. Pipe used in this testing will not be installed in the Project.
2. The testing of the HDPE pipe will be performed in accordance with AWWA C906- 90 (as amended) and the manufacturer's recommendations. Contractor will submit a test protocol to the Owner for approval prior to implementing any testing.

## **Q. Sterilization of Pipe Lines**

The AWWA Standard for Disinfecting Water Mains ANSI/AWWA C 651-92 (as amended to date) and these Specifications shall be the standard used to disinfect all new water lines and any existing lines contaminated during construction. The Contractor shall furnish all equipment and labor of every nature to disinfect new lines and any line contaminated during construction.

1. Clean Lines: Care shall be taken during construction to keep line free from debris, ground water and dirt.
2. Cross Connections: Cross connections shall not be allowed during testing, flushing, chlorinating, or dechlorinating of the new lines.
3. Flushing: All new lines shall be flushed before disinfecting. The recommended velocity by ANSI/AWWA C 651-92 for flushing is 2 ½ feet per second.
4. Chlorination: All pipe and appurtenances, both existing and newly constructed which have been exposed to contamination by reason of the construction shall be sterilized after testing and flushing of the line has been completed. The line shall be filled, using the continuous feed method, with fresh water containing 50 parts per million of chlorine and allowed to stand for 24 hours. During the test, chlorine residuals shall be checked every 1200 feet on new lines, at the end of each new line, and at the end of all new service lines or connections.
5. De-chlorination: After the new lines have been chlorinated for 24 hours, the chlorinated water shall be flushed from the lines. The discharge of the chlorinated waste shall be chemically treated to remove the residual chlorine. (See appendix of ANSI/AWWA C 651-92 for chemicals and amounts to dissipate the chlorine.) The method for mixing and contact time shall be arranged by the Contractor.
6. Connections: After the pipe and appurtenances have been flushed, tested, chlorinated, and have passed the bacteriological test, they may be connected to the existing system.
7. Connections Equal to or Less than One Pipe Length (18 feet): The new pipe, fittings, and valves required for the connections shall be spray disinfected or swabbed with a minimum 1% solution of chlorine just prior to being installed, if the length of connection from the new main to the existing main is equal to or less than 18 feet.
8. Connections Greater Than One Pipe Length: The pipe required for the connection must be set up above ground, chlorinated and bacteriological samples taken as described above if the length of connection is greater than 18 feet. After the bacteriological tests have proven satisfactory, the new pipe can be used in connecting the new main to the existing system. After the samples have been taken, the ends of the new pipe must be closed with water-tight plugs or caps until the connections are made.

## **670.3 – Ductile Iron Pipe Specifications for Transmission of Potable Water**

### **670.3.01 – Scope**

The Contractor shall provide all products and perform all labor associated with the installation of Ductile iron pipe in accordance with the Drawings. Ductile iron pipe meeting the requirements of this part of Section 02665 shall be used for all 12" through 30" pipe installed on the Project.

### **670.3.02 – Submittals**

Complete shop drawings and engineering data for all products shall be submitted to the Owner. In addition, the proposed route for laying of the 24" and 30" lines detailed in the Drawings shall be provided to the Owner for approval prior to beginning installation.

### **670.3.03 – Products**

Complete shop drawings and engineering data for all products shall be submitted to the Owner. In addition, the proposed route for laying of the 24" and 30" lines detailed in the Drawings shall be provided to the Owner for approval prior to beginning installation.

#### **A. Ductile Iron Pipe**

Ductile iron pipe shall be a minimum Special Thickness Class 51, unless otherwise specified or shown on the Drawings. All pipe shall be 6 inch through 30 inches in diameter and shall be installed in lengths of 18 to 20 feet. Minimum acceptable working pressure will be 350 psi for 6" through 12" pipe and 250 psi for 24" and 30" pipe. Ductile iron pipe shall be manufactured in accordance with AWWA C 151.

1. Flanges: Flanged pipe shall have a minimum wall thickness equal to Special Class 53. All flanges shall be furnished by the pipe manufacturer.
2. Lining and Coating: Pipe and fittings shall be cement lined in accordance with AWWA C 104. Pipe and fittings shall be installed with a bituminous outside coating and interior seal coating.
3. Joints: Joints shall be push-on for pipe and standard mechanical for fittings, unless otherwise shown or specified. Push-on and mechanical joints shall conform to AWWA C 111.
4. Flanged Joints: Flanged joints shall meet the requirements of ANSI B16.1, Class 125.
5. Ductile Iron Pipe Fittings: Fittings shall be ductile iron and shall conform to AWWA C 110 or AWWA C 153 with a minimum rated working pressure of 250 psi.
6. Gaskets: Appropriate gaskets for mechanical and flange joints shall be installed. Gaskets for flange joints shall be made of 1/8-inch thick, cloth reinforced rubber; gaskets may be ring type or full-face type.
7. Nuts and Bolts:
  - a. All bolts and nuts shall be threaded in accordance with ANSI B1.1, Coarse Thread Series, Class 2A external and 2B internal fit. All nuts and bolts shall be manufactured in the U.S.A.
  - b. Nuts and bolts for mechanical joints shall be Tee Head bolts and nuts of high strength low-alloy steel in accordance with ASTM A 242 to the dimensions shown in AWWA C111/ANSI A21.11.
  - c. Flanged joints shall be bolted with through stud or tap bolts of required size as directed. Bolt length and diameter shall conform to ANSI/AWWA C 115 for Class 125 flanges shown in ANSI/ASME B16.1.
8. Glands: Mechanical joint glands shall be ductile iron.
9. Polyethylene Film: Ductile iron pipe shall be encased with polyethylene film where shown on the Drawings or requested by the Owner. Polyethylene film shall have a minimum thickness of 8 mils, be tubular and meet the requirements of AWWA C105.

10. Thrust Collars: Thrust collars shall be welded-on ductile iron body type designed to withstand thrust due to 250 psi internal pressure on a dead end.
11. Welded-On Outlets: Welded-on-outlets shall be fabricated from centrifugally cast ductile iron pipe, manufactured and tested in accordance with ANSI/AWWA C151/A21.51. The outlet shall be furnished with a mechanical joint, restrained joint, flanged or plain end as required for the work. The outlets shall be rated for a minimum working pressure of 250 psi. All welding, fabrication and outlet hole drilling shall be performed by the manufacturer.
12. Inspection: Final acceptance will be on the basis of the Owner's inspection and the manufacturer's written certification that the pipe was manufactured and tested in accordance with the applicable standards. Pipe damaged during unloading, transportation or storage shall not be installed.
13. Mechanical joint restraint devices: Mechanical joint restraint devices nominal pipe sizes 3 inch through 48 inch shall consist of multiple gripping wedges incorporated into a follower gland meeting the applicable requirements of ANSI/AWWA C110/A21.10. The devices shall have a working pressure rating of 350 psi for 3-16 inch and 250 psi for 18-48 inch. Ratings are for water pressure and must include a minimum safety factor of 2 to 1 in all sizes. Gland body, wedges and wedge actuating components shall be cast from grade 65-45-12 ductile iron material in accordance with ASTM A536. Ductile iron gripping wedges shall be heat treated within a range of 370 to 470 BHN. Three (3) test bars shall be incrementally poured per production shift as per Underwriter's Laboratory (U.L.) specifications and ASTM A536. Testing for tensile, yield and elongation shall be done in accordance with ASTM E8. Chemical and nodularity tests shall be performed as recommended by the Ductile Iron Society, on a per ladle basis. All components shall be manufactured and assembled in the United States. Restraint devices shall be Listed by Underwriters Laboratories (3" through 24" inch size) and Approved by Factory Mutual (3" through 12" inch size). Mechanical joint restraint shall be Megalug Series 1100 produced by EBAA Iron Inc. or approved equal.

#### **B. Copper Pipe Service Lines**

The service lines off of ductile iron pipe water mains shall be copper tubing material conforming to ASTM B 88, Type K. Fittings shall be brass with compression connection inlets and outlets, ANSI B16.26. Adapters shall be brass ANSI B16.18, where required. Unions shall be cast bronze and all joints shall be compression type.

#### **C. Detection Tape**

Detection tape shall be composed of a solid aluminum foil encased in a protective plastic jacket. Tapes shall be color coded in accordance with AWWA color codes with the following legends: Water Systems, Safety Precaution Blue, "Caution Water Line Buried Below". Tape shall be permanently printed with no surface printing allowed. Tape width shall be a minimum of 2-inches when buried less than 10-inches below surface and 3-inches when buried greater than 10-inches. Tape shall be equal to Lineguard Type II Detectable, Allen Systems Detectatape, or equal.

#### **D. Curb Stops and Meter Fittings**

The curb stop and meter fitting shall be Mueller or equal.

## **670.3.04 – Implementation**

### **A. Unloading**

Equipment and facilities for unloading, hauling, distributing and storing materials shall be furnished by the Contractor and shall at all times be available for use in unloading materials. Delays in unloading railroad cars, unloading trucks, or hauling from freight terminal that incur demurrage, truck waiting charges or terminal charges shall be at the expense of the Contractor.

### **B. Handling**

Pipe, fittings and other material shall be carefully handled so as to prevent breaking and/or damage. Pipe may be unloaded individually by hand but shall not be unloaded by rolling or dropping off of trucks or cars. Preferred unloading is in units using mechanical equipment, such as fork lifts, cherry pickers or front-end loaders with forks. If fork lift equipment is not available units may be unloaded with use of spreader bar on top and nylon strips or cables (cushioned with rubber hose sleeve) looped under the unit.

### **C. Distributing**

Materials shall be distributed and placed so as to least interfere with traffic. No street or roadway may be closed without first obtaining permission from the proper authorities. The Contractor shall furnish and maintain proper warning signs and obstruction lights for protection of traffic along highways, streets, and roadways upon which material is disturbed. No distributed material shall be placed in drainage ditches.

### **D. Storage**

All pipe, fittings and other materials which cannot be distributed along the route of the work shall be stored for subsequent use when needed. The Contractor shall make his own arrangements for the use of storage areas; except that, with permission, he may make reasonable use of the Owner's storage yards.

### **E. Installation of Pipe**

Contractor shall install ductile iron pipe in accordance with manufacturer's instructions and AWWA C600-99 as amended.

1. Pipe, fittings, valves and hydrants shall be lowered into the trench in a careful manner using slings and ropes as necessary to avoid damage to the water main or the protective coatings of the water main. Pipe shall in no cases be dropped into the trench.
2. All lumps, blisters, and excess coatings shall be removed from the socket and the plain ends of each pipe, and the outside of the plain end and the inside of the bell shall be wiped clean and dry to ensure the removal of all dirt, sand, grit and other foreign materials prior to laying the pipe. No pipe containing dirt, debris or other foreign materials shall be laid.
3. As each pipe length is laid, the Contractor shall assemble the joint and bring the pipe to proper grade and alignment. Pipe shall be secured in place with the proper backfill.

4. Contractor shall not deflect any joint more than the maximum deflection recommended by the manufacturer. Contractor shall maintain a transit on site to check that deflections allowances are not exceeded.
5. Joints shall be push-on, mechanical or flange and shall be assembled in accordance with manufacturer's instructions.
6. Cutting of pipe: Cut ductile iron pipe using an abrasive wheel saw. Remove all burrs and smooth end before jointing. The Contractor shall cut the pipe and bevel the end, as necessary, to provide the correct length of pipe necessary for installing the fittings, valves, and accessories in the correct locations.
7. Quality and Inspection: All pipe shall be smooth on both the interior and exterior surfaces; be free of noticeable imperfections such as cracks, blisters, or kinks in the pipe. The Owner, if he so chooses, shall be able to inspect the pipe at the trench and other various storage sites. Based on these observations the Owner will have the right to reject any and all piping not conforming to these stated requirements, independent of laboratory tests. Field repair of any damaged piping shall not be permitted.

#### **F. Bedding of Ductile Iron Pipe**

All pipe shall be laid on foundations prepared in accordance with the following specifications. Pipe shall be laid as specified using the following classes of bedding required for the various type soils and conditions encountered. Bedding for all pipe shall be in accordance with ASTM D 2321, as amended to date, the manufacturer's recommendations and these Specifications.

1. Bedding Material: Class I, and II, type materials can be used in all conditions for bedding. Type III materials can be used for bedding and haunching in dry ditches. Class IV and V materials will not be permitted for bedding and haunching under any condition.
2. Depth of Bedding: Trench shall be undercut to allow for a minimum of six inches (6") of bedding material. After joint assembly, Bedding material shall be placed under and up to the spring line of the pipe for the entire length of pipe and compacted. Compaction to the spring line of the pipe shall be of the same material used in the bedding. Selected backfill shall then be carried to a point twelve inches (12") above the top of pipe, using hand tools for tamping. Puddling will not be allowed as a method of compaction. The remaining backfill shall be as specified in "Selected Backfill" and "General Backfill" paragraphs of these specifications. Pipe shall have at least thirty-six inches (36") of cover before wheel loading and at least forty-eight inches (48") of cover before using heavy duty tamping equipment such as a hydro-hammer.
3. Definition of Bedding Material: Class I, II, III, IV, and V materials are defined as follows:
  - a. Class I Angular  $\frac{1}{4}$  to  $\frac{3}{4}$  inches graded stone test revision of ASTM C 33 - Gradation # 67 (ASTM #67) or # 57 (ASTM #57) are acceptable.
  - b. Class II Coarse sands and gravel with maximum particle size of  $\frac{3}{4}$  inches including variously graded sands and gravel containing small Percentages of fines, generally granular and non-cohesive, either wet or dry.
  - c. Class III Fine sand and clayey (clay filled) gravel, including fine sands, sand-clay mixtures and gravel-clay mixtures.

- d. Class IV Silt, silty clays and clays, including inorganic clays and silts of medium to high plasticity and liquid limits.
  - e. Class V This class includes organic soils as well as soils containing frozen earth, debris, rocks larger than 1-1/2 inches in diameter, and other foreign materials.
4. Trench Width: The maximum clear trench width at the top of the pipe shall not exceed a width equal to the nominal pipe diameter plus eighteen inches (18"). If this width is exceeded or the pipe is installed in a compacted embankment, pipe embedment shall be compacted to the trench walls.
  5. Trench Depths: Maximum depth of backfill over ductile iron pipe shall be in accordance with manufacturer's recommendations and in any case shall not exceed 30 feet when Class I bedding and compaction to 95% of maximum dry density is achieved.

#### **G. Connection of New Water Mains to Existing Water Mains**

The Contractor will be required to make connections to existing pipe lines as shown on the drawings. Before laying pipe, locate the points of connection and allow the Owner to confirm the nature of the connection. Contractor shall make connections to existing water mains only when system operations permit. Operation of existing valves shall be only under direct supervision of the Owner. Tapping saddles and tapping sleeves shall be installed as follows:

1. Holes in new pipe shall be machine cut, either in the field or at the factory. No torch cutting of holes shall be allowed.
2. Prior to attaching saddles or sleeves, the existing pipe shall be thoroughly cleaned, utilizing a brush and rag to the satisfaction of the Owner.
3. Before performing field machine cut, the watertightness of the saddle or sleeve assembly shall be pressure tested. The interior of the assembly shall be filled with water. An air compressor shall be attached which will induce a test pressure of 200 psi. No leakage shall be permitted for a period of 10 minutes.

#### **H. Connection of Services to Main Lines**

Connection to the main lines shall be made by tapping into the main through a corporation stop. A corporation cock must be provided in the water main for each new service line. The joints shall withstand 200 psi test pressure. Bedding of service lines shall be equal to that used for ductile iron pipe.

#### **I. Installation of Fire Hydrants**

Fire hydrants, in general, shall be installed and jointed as specified above for pipe and fittings. The installation of hydrants shall include the installation of extension sections, if required, and shall include the installation of crushed stone drain as shown on the Details in the Drawings. Fire hydrants shall be installed in accordance with AWWA C503-88 (as amended).

#### **J. Blocking and Restraining**

Provide restraint at all points where hydraulic thrust may develop.

1. Retainer glands shall be used on fire hydrants, fittings and valves in addition to concrete blocking. Retainer glands shall be installed in accordance with the manufacturer's instructions, especially with respect to the torque of set screws. The Contractor shall provide a torque wrench to verify the torque on all set screws which do not have inherent torque indicators.
2. Provide concrete blocking for all bends, tees, valves and other points where thrust may develop. All piping shall be properly blocked and restrained prior to pressure testing and placing the new line into service. All concrete blocking shall be allowed to achieve initial set prior to any loading of the pipeline. Blocking shall be as shown on the Drawings. Where rodding is required to restrain piping, all thread rods shall be coated as directed by the Owner prior to encasing with concrete and backfilling.

#### **K. Cleaning**

Before acceptance of any water line, the line must be clean. If the Contractor fails to close the pipe or debris is found to be in the line, the Contractor shall clean the line by pigging or other suitable means at the Contractor's expense. The Contractor must propose a method of pigging the lines for approval by Owner before proceeding with any pigging operations. This request must be submitted in writing and shall be approved in writing by the Owner prior to line purging. No separate payment shall be made for the above work.

#### **L. Testing Pressure Lines**

Testing of ductile iron pressure pipe shall be in accordance with AWWA. The pipe line shall be filled with water, air completely exhausted and a leakage test made. The Contractor shall furnish a test pump, and means for accurate measurement of water introduced into a line during testing, and shall furnish and install corporation stops in the line as required for blowing lines free from air and at the test pump location.

1. Test pressures for the water line shall be 200 lbs. per square inch pressure or as otherwise noted. The test pressure shall not be allowed to fall more than five (5) pounds per square inch below test pressure during the test. The water introduced into the line to maintain this pressure shall represent the leakage. Allowable leakage in gallons per hour per 1000 feet of pipeline shall not exceed  $0.1062 D$  ( $D$  is the nominal pipe diameter in inches). Minimum test period shall be twenty-four (24) hours. If in the opinion of the Owner additional testing is required, such additional testing shall be performed at no additional cost to the Owner.
2. The Contractor shall furnish, install, and remove all temporary bulkheads, flanges, or plugs, to permit the required pressure tests, and shall furnish all equipment and labor to properly carry out such tests and to replace defective material.
3. Any cracked or broken pipe shall be removed and replaced with sound pieces. Joints which leak shall be carefully remade. Remade joints and replaced material shall be re-tested under the same conditions of operation. If joints or materials are then found to be defective, they shall be remade and replaced until the line passes the required test.

#### **L. Sterilization of Pipe Lines**

The AWWA Standard for Disinfecting Water Mains ANSI/AWWA C 651-92 (as amended to date) and these Specifications shall be the standard used to disinfect all new water lines and any existing lines contaminated during construction. The Contractor shall furnish



all equipment and labor of every nature to disinfect new lines and any line contaminated during construction.

1. Clean Lines: Care shall be taken during construction to keep line free from debris, ground water and dirt.
2. Cross Connections: Cross connections shall not be allowed during testing, flushing, chlorinating, or dechlorinating of the new lines.
3. Flushing: All new lines shall be flushed before disinfecting. The recommended velocity by ANSI/AWWA C 651-92 for flushing is 2 ½ feet per second.
4. Chlorination: All pipe and appurtenances, both existing and newly constructed which have been exposed to contamination by reason of the construction shall be sterilized after testing and flushing of the line has been completed. The line shall be filled, using the continuous feed method, with fresh water containing 50 parts per million of chlorine and allowed to stand for 24 hours. During the test, chlorine residuals shall be checked every 1200 feet on new lines, at the end of each new line, and at the end of all new service lines or connections.
5. De-chlorination: After the new lines have been chlorinated for 24 hours, the chlorinated water shall be flushed from the lines. The discharge of the chlorinated waste shall be chemically treated to remove the residual chlorine. (See appendix of ANSI/AWWA C 651-92 for chemicals and amounts to dissipate the chlorine.) The method for mixing and contact time shall be arranged by the Contractor.
6. Bacteriological Tests: After final flushing and before connection of new mains to existing mains, two consecutive sets of acceptable samples, taken at least 24 hours apart, shall be collected from the new main. At least one set of samples shall be collected from each 1200 feet of the new line, plus one set at the end of the line and one set of samples at the end of each branch line. All samples shall be tested for bacteriological quality in accordance with Standard Methods for the Examination of Water and Wastewater (Latest edition), and shall show the absence of coliform organisms. If the bacteriological tests do not pass, the procedure shall be repeated until they are successful. All samples shall be obtained and tested by the Owner.
7. Connections: After the pipe and appurtenances have been flushed, tested, chlorinated, and have passed the bacteriological test, they may be connected to the existing system.
8. Connections Equal to or Less than One Pipe Length (18 feet): The new pipe, fittings, and valves required for the connections shall be spray disinfected or swabbed with a minimum 1% solution of chlorine just prior to being installed, if the length of connection from the new main to the existing main is equal to or less than 18 feet.
9. Connections Greater Than One Pipe Length: The pipe required for the connection must be set up above ground, chlorinated and bacteriological samples taken as described above if the length of connection is greater than 18 feet. After the bacteriological tests have proven satisfactory, the new pipe can be used in connecting the new main to the existing system. After the samples have been taken, the ends of the new pipe must be closed with water-tight plugs or caps until the connections are made.

## 670.4 – Water Valves and Accessories

### **670.4.01 – Scope**

The Contractor shall provide and install all valves as shown on the Drawings or specified herein. Valves shall be of same manufacturer throughout where possible. Manufacturer's name and pressure rating of the valve shall be clearly marked on the valve body. Valves shall comply with ANSI/NSF 61 as related to the Safe Drinking Water Additives Program.

### **670.4.02 – Submittals**

1. Submit complete shop drawings of all valves and appurtenances to the Owner for approval. Clearly indicate make, model, location, type, size and pressure ratings. Include operating and maintenance data for all valves.
2. The valve manufacturer shall include as a part of the submittal package, a written affidavit of compliance with ANSI/NSF 61 and also include specific reference to the authorized certifying agency along with the approval identification detail.

### **670.4.03 – Products and Implementation**

#### **A. Resilient Seated Gate Valves**

The Contractor shall install resilient seated gate valves as indicated on the Drawings, or specified by the Owner. Resilient seated gate valves size 4-inch through 24-inch shall conform, in general, with AWWA C 509 as amended to date, shall be equipped with O-ring packing and shall be as follows:

1. General Construction: Resilient seated gate valves shall be of the highest quality and finish, and shall open and close freely and easily. With the valve open, an unobstructed waterway shall be afforded, the diameter which shall not be less than the full nominal diameter of the valve. If guides or guide lugs are used, the design shall be such that corrosion in the guide area does not affect sealing. Resilient seats may be applied to the body or gate and shall seat against a corrosion-resistant surface. The surface may be either metallic or non-metallic. Resilient seats shall be bonded or mechanically attached to either the gate or valve body. The mating surface of the resilient seat shall be machined to a smooth, even finish. All stems shall be forged bronze stems.
2. Working Pressure: Water working pressure for valves shall be 250 psi.
3. Operation: All valves shall open left. Valves shall be operated by nut. Operating nuts shall conform to the present standard of the Owner, and shall have an arrow cast on them, indicating the direction for opening the valve.
4. Marking: Each valve shall be plainly marked with the manufacturer's name or particular mark, the year of manufacture, the size of the valve, and designation indicating working pressure, all cast on the bonnet or body.
5. Spacing: In-line valve spacing will not exceed 2,400 linear feet for water mains being used for distribution that are less than or equal to 24-inch in size. For transmission mains, valve spacing will be determined in the design of the project.
6. Vertical Installation: Valves shall be for vertical installation only, with operating nut and N.R.S.
7. Testing: All gate valves shall be tested in accordance with AWWA standards.
8. Jointing: All gate valves shall be furnished with mechanical joints, and necessary bolts, glands, and gaskets except valves in hydrant runs and these shall be flange and mechanical joint.

9. Manufacture: Valves shall be furnished as manufactured by Mueller, Clow, or equal.

## **B. Butterfly Valves**

The Contractor shall install the butterfly valves complete with valve operators and accessories as shown on the Drawings or specified on water transmission mains larger than 24-inch in size. Valves and accessories shall be in accordance with the applicable ASTM and/or ANSI/AWWA Specifications, as amended to date, and shall be manufactured by Henry Pratt or equal.

1. General: The butterfly valves shall be rubber seated and shall fully comply with AWWA Specifications C 504. The seat shall be natural rubber or synthetic rubber compound which shall be mechanically retained or bonded to the valve body or mechanically retained on the valve disc. All butterfly valves and operators shall be designed for 250 psi operating pressure. Valves shall be bubble tight at rated pressures and shall be satisfactory for applications involving valve operation after long periods of inactivity. Valve discs shall rotate 90° from full-open position to the tight shut position. A certification attesting to operation and leak test shall be furnished with the valves upon shipment. Wafer type valves are not acceptable.
2. Valve Body: The valve body shall be of cast iron conforming to ASTM A 126, Class B, with flanged ends and drilling in accordance with ANSI B 17.1, Class 125 or with manufacturer's standard mechanical joints conforming to ANSI 21.11, with necessary nuts, bolts, glands, and gaskets. Drilled and tapped holes are permitted where required at the body bearing trunnions. The body shall be designed to withstand the internal forces acting directly and the forces resulting from the thrust of the operating mechanism. Trunnion bosses shall be located at diametrically opposite points in the valve body which shall be accurately bored to accept permanently self-lubricated shaft bearing bushings. The trunnion box at the outer trunnion shall include a factory set two-way bronze thrust bearing and a cast iron thrust bearing cover.
3. Valve Shafts: Valve shafts may consist of a one-piece unit or may be the "stubshaft" type. Valve shafts shall be turned, ground, and polished. Valve shafts shall be constructed of 18-8 Type 304 Stainless Steel (AWWA A 296). Shaft diameters shall meet requirements established by AWWA C 504, or service required. Valve shafts shall be securely attached to the valve disc by means of taper pins. Taper pins shall be mechanically secured.
4. Valve Disc: Valve discs 20-inches and smaller shall be constructed of alloy cast iron ASTM A 436, Type 1 (Ni-Resist), ductile iron ASTM A 536, Class 65-45-12 or cast-iron ASTM A 41. Valve discs 24-inches and larger shall be constructed of ductile iron ASTM A 536, Class 65-45-12 or cast-iron ASTM A 48 with 18-8, Type 304 stainless steel seating edges. The valve discs shall be designed to withstand bending and bearing loads resulting from the pressure load and operating forces. The faces to the discs shall be smooth and free of external projections. All retaining or pinning hardware in contact with liquids shall be monel or 316 stainless-steel.
5. Valve Seats: Valve seats shall be natural rubber or Buna "N" rubber. Rubber seats in the valve body shall be retained by 18-8 stainless steel mechanical means, or bonded, without retaining hardware in the flow stream. Rubber seats attached to the disc shall be retained with an 18-8 stainless steel clamp ring and stainless-

steel bolting. Retaining ring cap screws shall pass through the rubber seat and be self-locking. Mating seat surfaces for resilient seats shall be 18-8 stainless steel. Seats should be a full 3600 without interruption. Valve seats shall be designed to permit removal and replacement in the field for valves 30-inches in diameter and larger.

6. Valve Bearings: The valve shall be fitted with sleeve type bearings. Bearings shall be corrosion resistant and self-lubricating. Bearing load shall not exceed 1/5 of the compressive strength of the bearing or shaft material. Bearing material must have coefficient of friction no greater than 0.10 which must be maintained regardless of wear.
7. Testing: Hydrostatic and leakage tests shall be conducted in strict accordance with AWWA C 504, Section 5, except that the leakage test will be performed after the operator has been mounted on the valve.
8. Affidavit of Compliance: The manufacturer shall provide an "Affidavit of Compliance" that the valve furnished complies with the applicable provisions of AWWA C 504.
9. Painting: All surfaces of the valve shall be clean, dry and free from grease before painting. The interior and exterior valve surfaces except for disc, seating and finished portions shall receive two coats of asphalt varnish in accordance with Federal Specification TT-V-51C.
10. Manufacture: Valves shall be furnished as manufactured by Henry Pratt, or equal.
11. Spacing: In-line valve spacing for transmission water mains will be determined for as part of the design for each new transmission main.
12. Valve Operators: Valve operators shall conform to AWWA Specification C 504, as amended to date, and shall be equipped with mechanical stop-limiting devices to prevent over travel of the disc in the open and closed positions.
  - a. Manual operators, valve sizes 16" and larger, shall be of the totally enclosed oil bath lubricating gear reducing type. Primary gearing shall consist of a self-locking worm gear constructed of high tensile bronze and a worm constructed of hardened alloy steel with the thread ground and polished. Valve sizes smaller than 16" may have the slotted lever or link-lever design.
  - b. The operators shall be designed to hold the valve in any intermediate position between fully opened and fully closed without creeping or fluttering.
  - c. Extension stems: Valves shall have extension stems, chain wheels, or floor stands or extension bonnets with handwheels as shown. Extension stems shall extend from the valves to the connections with the operators.
  - d. Hand wheels for operators shall be mounted in a vertical plane with horizontal shafts and equipped with locking devices and position indicators.
  - e. Operators: Operators for buried valves shall have extension stems, 2-inch square operating nuts and valve boxes.

### **C. Valve Boxes**

Valve boxes shall be two-piece, with covers. The covers shall have the word "WATER" inscribed on the top. The bottom part of the valve box may be 6-inch cast iron pipe. The top part shall be of the sliding type sized to fit over the 6-inch pipe and be 36 inches in length. Valve boxes and covers shall be constructed of cast iron. The 6-inch pipe shall extend not less than 18 inches into the sliding top.

1. Extension stems shall be furnished for all valves so as to bring the 2-inch square AWWA operating nut of such valve within six inches of the top of the valve box. Operating nuts shall have an arrow cast on the top indicating the direction for opening the valve. Provide ground level position indicator. The Contractor shall also provide concrete valve box markers which shall extend a minimum of 12 inches above finished grade.
2. Tools: One socket wrench of proper length for valve operation shall be provided by the Contractor.

#### **D. Tapping Sleeve and Tapping Valve**

Tapping sleeves for all taps on Ductile Iron or Cast-Iron Mains shall meet AWWA C223-02 and be split sleeve, mechanical joint type with flanged valve connections furnished by Mueller or equal. Tapping sleeves for taps on existing HDPE Mains shall be as manufactured by JCM Model Number 452 or equal. Tapping gate valves with tapping sleeves shall be furnished in accordance with the specifications for gate valves. Hub connection of valve furnished with tapping sleeve shall be mechanical joint. Tapping Machine: The Contractor shall furnish the valve tapping machine and all other equipment required for installation of the tapping sleeve and valve. Tapping sleeves and valves shall be installed under the supervision of skilled mechanics.

#### **E. Hydrants**

The Contractor shall install fire hydrants as indicated on the Drawings, and as specified herein. Hydrants will be installed at minimum distances required by the fire department with jurisdiction over the particular area where the new water infrastructure is being installed. Where possible, hydrants will be used for flushing on 6-inch lines for all dead ends. All fire hydrants shall meet the requirements of AWWA C 502, and the standards of the Owner. Fire hydrants furnished shall be Mueller "Centurion Improved", or approved equal. Any variances from the Mueller "Centurion Improved" shall be approved in writing by the Owner prior to bidding. All fire hydrants shall be installed with Tamper Proof kits.

1. Cover: Hydrants shall be four feet depth of cover over the leader pipe.
2. Extension Stems: However, if the hydrant is located so as to require additional cover the Contractor shall install the required extension sections.
3. Valve Opening: Valve opening shall be not less than four and one-half inches (4- 1/2"). Hydrants shall open left.
4. Hose and Pumper Connection: Hose nozzles shall be two (2) in number and two and one-half inches (2-1/2") in size. One (1) Pumper connection shall be provided.
5. Threads: Threads for hose nozzles shall be "National Standard".
6. Operating Nut: Operating nut shall be square, flat surfaces and be approximately one inch (1") across.
7. Shoe Connection: Shoe connection shall be six inches (6"), furnished with mechanical joint for connection to spigot of mechanical joint hydrant lead.
8. General Construction: Hydrants shall be compressive type, self-coiling, nonfreezing, and provided with a safety flange and coupling.
9. The operating unit shall be totally sealed away from the hydrant barrel and all working parts shall be continuously and automatically lubricated from a large

oil reservoir and packing gland. Drain mechanism shall be simple, positive, and automatic in operation.

10. The safety flange on barrel and safety coupling on valve stem shall operate to prevent damage to barrel and stem in case of a traffic accident. The force of the impact shall break the flange and spread the coupling. The construction of the flange and coupling shall be such as to permit rapid and inexpensive replacement. They shall be located above the ground line. Hydrant shall be so constructed as to permit facing nozzles in any direction at any time without digging up the hydrant or cutting off the water. This shall be accomplished by removing safety flange bolts and revolving the head.
11. All working parts of the hydrant, including the seat ring shall be removable through the top without digging. Seat rings shall be so shaped and arranged as to be readily removable. Seat rings shall be bronze and shall screw into a bronze bushing in the shoe. An O-ring seal between the shoe and seat ring shall provide a watertight non-wearing, permanent seat between shoe and seat ring. This seal shall always come out with main valve removal. Hose connections shall be either threaded and locked in place or breech-locked into the hydrant.

#### **F. Pressure Reducing & Sustaining Valve**

The Contractor shall install where shown on the plans or as directed by the Owner. These valves will be installed where high-pressure systems connect to the lower pressure systems, in particular where the additional pressure would cause line pressure to exceed the rated working pressure of the pipeline material.

1. The valves shall be installed in 4'-0" or 5'-0" diameter reinforced concrete manholes as directed by the Owner. The Unit Price bid for this work should include the manhole housing structure, etc.
2. The pressure reducing and sustaining valve shall maintain any desired downstream delivery pressure for which Reducing Pilot Valve is adjusted provided the upstream head does not drop below a determined head. In event upstream head drops to a minimum pressure for which Sustaining Pilot Valve is adjusted, it will cause the main valve to close to sustain the minimum pressure in the higher-pressure system, and not serve the lower pressure system, until the head in the higher-pressure system comes back to or more than normal.
3. The main valve shall operate on the differential piston principle such that the area on the underside of the piston is no less than the pipe area, and the area on the upper surface of the piston is of a greater area than the underside of the piston.
4. The valve piston shall be guided on its outside diameter by long stroke stationary Vee ports which shall be downstream of the seating surface to minimize the consequences of throttling. Throttling shall be done by the valve Vee ports and not the valve seating surfaces.
5. The valve shall be capable of operating in any position and shall incorporate only one flanged cover at the valve top from which all internal parts shall be accessible. There shall be no stems, stem guides, or spokes within the waterway. There shall be no springs to assist the valve operation.
6. The valve body shall be of cast iron ASTM A-126 with flanges conforming to the latest ANSI Standards. The valve shall be extra heavy construction throughout. The valve interior trim shall be bronze B-62 as well as the main valve operation.

7. The valve seals shall be easily renewable while no diaphragm shall be permitted within the main valve body.
8. All controls and piping shall be of non-corrosive construction.
9. A visual valve position indicator shall be provided for observing the valve piston position at any time.
10. The valve shall be completely piped ready for installation. The valve shall be as manufactured by GA Industries, Cla-Val or equal and shall be provided in the diameters as shown on the plans or as requested by the Owner.

#### **G. Air Release & Vacuum Break Valve**

Air release and vacuum break valves shall be installed where shown on the Drawings and as specified herein. Air release and vacuum break combination valves shall meet the requirements of AWWA C512-99 as amended.

1. The air release and vacuum break valve shall be of the compact single chamber design with solid cylindrical H.D.P.E. control floats housed in a tubular stainless-steel body with epoxy powder coated cast iron or steel ends secured by means of stainless-steel tie rods.
2. The unit price for air release and vacuum break combination valves shall include concrete vaults as shown in the Drawings and specified herein.
3. The valve shall have an integral 'Anti – Shock' Orifice mechanism which shall operate automatically to limit transient pressure rise or shock induced by closure to twice the working pressure. The intake orifice area shall be equal to the nominal size of the valve i.e., a 6" valve shall have a 6" intake orifice.
4. Large orifice sealing shall be effected by the flat face of the control float seating against a nitrile rubber 'O' ring housed in a dovetail groove circumferentially surrounding the orifice.
5. Discharge of pressurized air shall be controlled by the seating and unseating of a small orifice nozzle on a natural rubber seal affixed into the control float. The nozzle shall have a flat seating land surrounding the orifice so that the damage to the rubber seal is prevented.
6. The valve construction shall be proportioned with regard to material strength characteristics, so that deformation, leaking or damage of any kind does not occur by submission to twice the designed working pressure.
7. The valve design shall incorporate an over pressure safety feature that will fail without an explosive effect, such as is normally the case when highly compressed air is released suddenly. The feature shall consist of easily replaceable components such as gaskets, seals or the like.
8. Connection to the valve inlet shall be facilitated by a screwed NPT male end (1" & 2" only) or a flanged end conforming to ANSI B16.1 Class 125 and Class 250 or ANSI B16.5 Class 300 Standards.
9. Flanged ends shall be supplied with the requisite number of stainless steel or mild steel screwed studs inserted for alignment to the specified standard.
10. The valve shall be as manufactured by Vent-O-Mat, or equal.
11. Valve size shall be 2" for all 6", 8" and 12" water mains and 6" for all 24" and 30" water mains to be installed in this project.

#### **H. Blow Offs**

Blow offs for flushing dead ends will be minimum 4-inch on mains 6-inch and larger and set inside meter box at grade. Blow offs to be used only when hydrants infeasible.

## 670.5 – Measurement

This work is measured for payment either per each, or per linear foot, whichever is shown on the plans.

- **H.D.P.E. Pipe.** All H.D.P.E. piping line items shall be measured in linear feet and shall include costs for piping and installation, locating wire, locating tape, normal joints and gaskets, restrained joints, trench excavation, trench protection, dewatering, bedding material, concrete blocking, asphalt cutting, normal backfill, pressure and leakage testing, pipe sterilization, bacteriological testing, bends and fittings, flushing, and all other incidentals necessary to provide a complete finished installation of the H.D.P.E. Piping system in accordance with the plans and specifications.
- **Ductile Iron Pipe.** All Ductile Iron piping line items shall be measured in linear feet and shall include costs for piping and installation, locating wire, locating tape, normal joints and gaskets, restrained joints, trench excavation, trench protection, dewatering, bedding material, concrete blocking, asphalt cutting, normal backfill, pressure and leakage testing, pipe sterilization, bacteriological testing, bends and fittings, flushing, and all other incidentals necessary to provide a complete finished installation of the Ductile Iron Piping system in accordance with the plans and specifications.
- **Water Valves, Meters, Vaults and Other Accessories.** All Water Valves, Water Meters, Water Vaults and other Accessories shall be measured individually (each) and shall include costs for all materials, valve boxes, meter boxes, manholes, concrete blocking, excavation, dewatering, asphalt or concrete cutting, all associated fittings, installation, normal backfill, testing, and all other incidentals necessary to provide a complete finished installation of the Water Valve and Accessory item in accordance with the plans and specifications.
- **Fire Hydrant Assemblies.** All Fire Hydrant Assemblies shall be measured individually (each) and shall include costs for hydrants, fire hydrant riser, restrained ductile iron lead pipe, polywrap, valve, valve box, tapping sleeves or other fittings associated with connecting to the water main, connection to the water main, excavation, dewatering, asphalt or concrete cutting, bedding material, concrete blocking, normal backfill, installation, testing, and all other incidentals necessary to provide a complete finished installation of the Fire Hydrant Assembly in accordance with the plans and specifications.
- **Utility Conflict Adjustment - Water Main or Water Service Line.** All Water Main and Water Service Line Utility Conflict Adjustment items shall be measured in linear feet and shall include costs for all piping materials, installation, locating wire, locating tape, normal joints and gaskets, restrained joints, trench excavation, trench protection, dewatering, bedding material, concrete blocking, asphalt or concrete cutting, normal backfill, pressure and leakage testing, pipe sterilization, bacteriological testing, bends and fittings, flushing, and all other incidentals necessary to provide a complete finished installation for replacing, raising, lowering, or re-routing the conflicted Water Main or Water Service Line in accordance with the plans and specifications that are necessary to resolve the conflict.
- **Relocate Existing Water Valves, Meter, Vaults and Other Accessories.** All existing Water Valves, Water Vaults, Water Meters and other Accessories to be relocated shall be measured individually (each) and shall include costs for salvaging and re-installing the



existing materials along with costs for any new or additional piping materials, fittings, concrete blocking, excavation, dewatering, asphalt or concrete cutting, installation, normal backfill, testing, tapping connections or other fittings associated with connecting or re-connecting to the water main, and all other incidentals necessary to provide a complete finished installation of the Water Accessory item to the new relocated location. This Work shall also include all costs for removing, capping, plugging, or abandoning the original tie-in connection to the existing water main in accordance with the plans and specifications.

- **Relocate Existing Fire Hydrant Assemblies.** All existing Fire Hydrant Assemblies to be relocated shall be measured individually (each) and shall include costs for salvaging and re-installing the existing materials along with costs for any new or additional materials including fire hydrant risers, restrained ductile iron lead pipe, polywrap, valve, valve box, tapping sleeves or other fittings associated with connecting to the water main, connection to the water main, excavation, dewatering, asphalt or concrete cutting, bedding material, concrete blocking, normal backfill, installation, testing, and all other incidentals necessary to provide a complete finished installation of the Fire Hydrant Assembly to the new relocated location. This Work shall also include all costs for removing, capping, plugging, or abandoning the original tie-in connection to the existing water main in accordance with the plans and specifications.

## 670.6 – Payment

This Work will be paid for at the Contract Price per Each, or per linear foot, each complete in place and accepted. Payment is full compensation for all things, including incidentals, and direct and indirect costs, to complete the Work.

Payment will be made under:

Item No. 670	Water Main, ___ in	Per linear foot
Item No. 670	Water Service Line, ___ in	Per linear foot
Item No. 670	Utility Conflict Adjustment – Water Main, ___ in	Per linear foot
Item No. 670	Utility Conflict Adjustment – Water Service Line, ___ in	Per linear foot
Item No. 670	Fire Hydrant Assembly, Incl Tapping Sleeve & Valve	Per each
Item No. 670	Tapping Sleeve & Valve Assembly, ___ in X ___ in	Per each
Item No. 670	Gate Valve, ___ in	Per each
Item No. 670	Water Meter, ___ in	Per each
Item No. 670	Relocate Exist Fire Hydrant Assembly, Incl Valve	Per each
Item No. 670	Relocate Exist Water Valve, Incl Box	Per each
Item No. 670	Relocate Exist Water Meter, Incl Box	Per each
Item No. 670	Relocate Exist Water Meter, Incl Bypass and Vault	Per each

**CITY OF DALTON**  
**PENTZ AND CUYLER STREET CORRIDOR IMPROVEMENTS**  
**PROJECT**

**SPECIAL PROVISION**

**Section 700 - Grassing**

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*Delete Section 700.5.F of the Georgia D.O.T. Standard Specifications as written and add the following:*

**700.5 – Payment**

**F. Sod**

1. Sod will be paid by the square yard in accordance with the following schedule of payments. Payment is full compensation for ground preparation, including addition of topsoil, furnishing and installing live sod, and for Plant Establishment.
2. 70 percent of the Contract Price per square yard will be paid at the satisfactory completion of the installation.
3. 30 percent of the Contract Price per square yard will be paid upon satisfactory review of sod that is healthy, weed free and viable at the Final Acceptance of the Project. Any sod that is determined to be unhealthy, not weed free or not viable prior to the Final Acceptance of the Project shall be replaced with new healthy live sod as directed by the Engineer with no additional compensation.

**CITY OF DALTON**  
**PENTZ AND CUYLER STREET CORRIDOR IMPROVEMENTS**  
**PROJECT**

**SPECIAL PROVISION**

**Section 703 – Tree Wells, Tree Walls, and Root Protection**

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*Retain Section 703 of the Georgia D.O.T. Standard Specifications as written and add the following:*

**703.4 – Measurement**

**E. Tree Wells**

When the plans specify a Per Each basis for tree well construction, this work will be measured as an accepted quantity, complete in place for each tree well location.

**703.5 – Payment**

**A. Tree Wells**

Tree Wells, completed and accepted, will be paid for at the Contract Unit Price. Payment is full compensation for the work and materials including the required excavation at each tree well location, the full amount of required structural soils associated with each tree well location, the root barrier panels, the washed #57 stone, the tree well frame and grate cover, the planting soil mix, the mulching material, the non-woven filter fabric and all other incidentals necessary to complete the tree well item.

The tree will not be included as a part of the Tree Well item. The tree will be measured separately from the Tree Well item. All other items necessary to install a complete Tree Well system shall be included.

Payment will be made under:

Item No. 703	Tree Well	Per each
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**CITY OF DALTON**  
**PENTZ AND CUYLER STREET CORRIDOR IMPROVEMENTS**  
**PROJECT**

**SPECIAL PROVISION**

**Section 890 – Seed and Sod**

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*Retain Section 890 of the Georgia D.O.T. Standard Specifications as written and add the following:*

**890.2.02 – Sod**

**D. Materials Warranty:**

4. Sod installation shall include a 1-year warranty beginning from the date of Final Acceptance of the Project. Any sod that is determined to be unhealthy or not viable prior to the end of the 1-year warranty period shall be replaced with new healthy live sod with no additional compensation.

**CITY OF DALTON**  
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**PROJECT**

**SPECIAL PROVISION**

**Section 893 – Miscellaneous Planting Materials**

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*Retain Section 893 of the Georgia D.O.T. Standard Specifications as written and add the following:*

**893.2.03 – Vines, Shrubs, Trees, and Miscellaneous Plants**

**D. Materials Warranty:**

1. All ground cover materials, shrubs, trees and other miscellaneous plant materials shall include a 2-year warranty beginning from the date of Final Acceptance of the Project. Any plant materials that are determined to be unhealthy or not viable prior to the end of the 2-year warranty period shall be replaced with new healthy plant materials with no additional compensation.

**CITY OF DALTON**  
**PENTZ AND CUYLER STREET CORRIDOR IMPROVEMENTS**  
**PROJECT**

**SPECIAL PROVISION**

**Section 900 – Brick Pavers**

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**900.1 – General Description**

The work specified in this section consists of furnishing and installing standard brick pavers. This work shall include all labor equipment and the Contractor's warranty used to install standard brick pavers.

The work shall also include final inspection and approval of installation by the Engineer.

**900.1.01 – Definitions**

General Provisions 101 through 150.

**900.1.02 – Related References**

**A. Standard Specifications**

Section 441 – Miscellaneous Concrete  
Section 800 – Coarse Aggregate  
Section 801 – Fine Aggregate

**900.1.03 – Submittals**

General Provisions 101 through 150.

**A. Product Data**

Submit Manufacturer's technical data for each manufactured product including certification that each product complies with specified requirements.

**B. Samples**

1. Submit set of full-size samples (minimum 5 representative pavers/set) of each paver type, thickness, color or material required.
2. Submit samples indicating the full range of exposed color and texture to be expected in completed Work.
3. Submit cured samples of each type of grout and mortar (if applicable), showing range of color.

4. Submit the set of samples prior to mock-up panels construction.

## **900.2 – Materials**

### **A. Paver Requirements**

All paving brick furnished shall be new and meet the requirements in the following:

- Manufacturers: Pavestone
- Product Name: 4x8 Holland 60MM
- Color/Type: Submit Samples to the Owner for final selection of style and color
- Pattern: See Hardscape Plan Sheets for patterns
- Size: Sidewalk Brick Pavers – 2.36” H x 3.94” W x 7.87” L (Nominal: 4” x 8”)
- Water: Provide water that is clean, potable, and free of materials detrimental to strength or bond.

### **B. Contractor and Material Warranty**

- Provide Manufacturer’s warranties and guarantees for all paving bricks to be free of defects, if applicable.
- Contractor shall certify to Engineer in writing that the installation is in accordance with the requirements.

## **900.3 – Construction Requirements**

### **A. Quality Assurance**

1. Provide an experienced installer who has successfully installed brick pavers similar in material, and design, with at least 3 years of experience.
2. Do not change source or brands for masonry units, setting materials, or mortar during progress of work.
3. Codes and Standards:
  - Applicable Section of Georgia Department of Transportation (GDOT) Standard Specifications Construction of Transportation Systems, 2021 Editions.
  - ASTM C902 – Standard Specification for Pedestrian and Light Traffic Paving Brick.
  - ASTM C1272 – Standard Specification for Heavy Vehicular Paving Brick.
  - ASTM C67 – Standard Test Methods for Sampling and Testing Brick and Structural Clay Tile (For Freeze/Thaw Requirements)
  - Brick Institute of America (BIA) applicable standards.
4. Job Mock-up:
  - Prior to installation of paving, provide a minimum 5’ x 5’ sample panel at site of each pattern and material called for as brick paving.
  - Provide jointing, as specified.
  - Obtain Engineer’s acceptance of visual qualities of mock-up panels before start of finished paving.

- Replace unsatisfactory mock-up work, as directed, until acceptable to Engineer.
- Retain sample panels during construction as a standard for judging completed paving work.
- Do not alter, move, or destroy mock-up panels until work is completed. Unless otherwise directed, acceptable mock-up panel may be incorporated into the finished work.

## **B. Preparations**

Extent of brick paving is shown on drawing and includes:

### **1. Clay Brick Pavers**

- Brick paving shall be manufactured of material of the same color as brick pavers throughout the project.
- Ensure surface is clean and remove dirt, dust, debris, and loose particles.
- Do not use brick pavers with chips, cracks, voids, discolorations, bows, misshapes, and other defects that might be visible or cause staining.
- Cut brick pavers with a table mounted, motor-driven, diamond blade wet masonry saw equipment to provide clean, sharp, un-chipped edges. Use full units where possible. Hammer cutting is not acceptable.
- Lay brick pavers only over well compacted subgrade or concrete base of the acceptable dimensions and elevations.
- Test compaction and depth before commencing brick paving, and provide specified job mock-ups. Do not proceed without acceptance of mock-ups for visual quality.
- Set brick pavers in the approved pattern and match joint width of adjoining brick pavers. Lay pavers away from the existing laying face or edge restraint in such a manner as to ensure that the pattern remains square.

### **2. Mortar Bed for Clay Brick Pavers**

A mortar bed of the required depth shall be placed on the concrete base, not sooner than 10 days after the base slab has been poured. The mortar bed shall be brought to exact elevations, and the brick shall be laid in fresh mortar.

### **3. Mortar**

All mortar shall be mixed by hand or preferably in a mechanical mixer and in quantities sufficient for the proper progress of the work. No re-tempered or mortar that has started its initial set shall be used.

## **C. Observing Weather Limitations**

- No masonry shall be laid when the temperature is below 32° F on a rising thermometer or below 40° F on a falling thermometer, unless adequate precaution against freezing is provided. No frozen materials shall be used in the construction of masonry. All unfinished work shall be covered with waterproof paper or canvas.
- In warm weather, all brick shall be thoroughly wetted as necessary to reduce the rate of absorption of water at the time of laying, if applicable.



## **D. Delivery, Storage, and Handling**

- Deliver brick pavers to the site in steel banded, plastic banded, or plastic wrapped cubes or on pallets capable of transfer by fork lift or clamp lift. Unload pavers at job site in such a manner that no damage occurs to the product.
- The Contractor shall protect pavers and aggregate during storage and construction against wetting by rain, snow, or groundwater and contamination from other types of materials.
- All masonry materials shall be shipped and stored in such a manner as to prevent damage or intrusion of foreign matter.
- Cement, mortar mix, and other packaged materials shall be stored in tight sheds with elevated floors.
- Brick pavers will be stored in the open or stacked near the mortar boards, and sheltered with a cover that permits circulation of air and shall be protected against excessive wetting when freezing may occur, except with the permission from the Engineer.

## **E. Construction**

### **1. Brick Paving Installation**

- Installer shall review installation procedure and coordination with other work, with the Contractor and other subcontractors, whose work will be affected.
- Coordinate with other work to make provisions for the installation of required adjacent work to avoid cutting and patching.
- All masonry shall be laid to a line, all work plumb and true and all contact joints, both horizontal and vertical, shall be completely filled with mortar as the work progresses. Masonry work shall be supervised at all times by the responsible foreman.
- Joints in all brick shall be 3/8 inch mortared joint. Joints shall be flushed with the brick.
- All holes and cracks in exposed joints shall be filled with additional fresh mortar and jointed. If mortar has hardened, the defect shall be chiseled out and refilled with fresh mortar and retooled.
- The bricks shall be carefully laid with the best face up, in the pattern indicated, and shall be laid straight and at right angles to the edging line, except at intersections, where they shall be laid at such angles as are shown on the plans or as directed by the Engineer. Joints shall be close and at right angles to the tops and sides. No half bricks or bats shall be used except at the ends of courses where needed and no bats shall be less than 3 inches in length. All joints shall be broken with a lap of not less than 3 inches.
- No portion of a brick less than 3 inches in length shall be used for battening such closures, and the amount of space to be battened in shall not exceed a whole brick. In no case shall brick be cut longitudinally to make a closure on a curve.

- All brick shall be clean when placed in the pavement. Bricks which in the opinion of the Engineer are not satisfactorily clean shall be washed before being placed.
- In no case shall the grout bed in front of the pavement be disturbed during the laying of the bricks. Bricks shall be laid firmly in the grout bed allowing no mortar to enter the spaces between bricks so that all bricks lie with side faces flush.
- In laying brick pavement, the Contractor shall keep the bricks culled, and shall make the necessary changes and replacement so that the work shall be ready for rolling while the grout bed is still wet.
- After all objectionable bricks have been removed from the pavement and all replacements have been made, and while the setting mortar is still soft, the pavement shall be swept clean and thoroughly rolled with a self-propelled roller. This rolling shall start along the low edges and progress toward the other side until the surface is even. After final rolling the pavement shall be tested with a 10-foot straightedge laid parallel with the curb, and any depression exceeding 1/8 inch shall be corrected and brought to the proper grade. All bricks disturbed in making replacements or correcting depressions shall be settled into place by ramming or by rerolling. Portions of the pavement inaccessible to roller shall be tamped to grade by the use of hand tamper applied upon a 2-inch board.

## 2. Cleaning and Final Protection

- Clean all stains or mortar off pavers and replace cracked or chipped pavers prior to final inspection.
- After the bricks have laid, any soft, broken, or misshapen bricks shall be removed by the Contractor. Any brick slightly spalled or kiln-marked shall be turned over and, should the opposite face be acceptable, it may be replaced in the pavement; otherwise, it must be removed and discarded.
- Provide final protection and maintain conditions in an acceptable manner, which ensures brick paving without damage, deteriorations during constructions and until time of completion.
- Brick surfaces shall be thoroughly cleaned using agents and methods approved by the brick manufacturer. All grout spatter, stains, and other objectionable blemishes shall be removed as a condition of final acceptance.

### **900.3.02 – Additional Warranty**

In addition to one-year material and workmanship guarantee, provide two-year warranty against settlement of all masonry work of this Section:

- During the period of the warranty, maintain brick paving even, at correct elevations and flush with adjacent pavement surface.
- Make repairs within two weeks of notice from Owner or Engineer for pavers that are 1/8" or more below or above adjacent pavers or surface.
- Should the Contractor fail to make repairs within two weeks of notice. Owner may undertake repairs at Contractor's expense.

### **900.4 – Measurement**

The work is measured in square foot and paid for by the actual number of square foot measured. The square foot pay item will include the labor, material, mortar bed, mortar, equipment, and repair warranty. The concrete base layer shall be measured separately as concrete sidewalk.

**900.5 – Payment**

This work will be paid for at the Contract Unit Price per square foot. Such payment will be full compensation for furnishing all labor and materials necessary to complete the Work including materials, mortar base, mortar bed, mortar, equipment, handling, placing, repair warranty, and any incidentals. The concrete base layer shall be paid separately as concrete sidewalk.

Payment will be made under:

Item No. 900	Brick Pavers	Per Square Foot
Item No. 900	Brick Pavers (Reset)	Per Square Foot

## EXHIBIT A

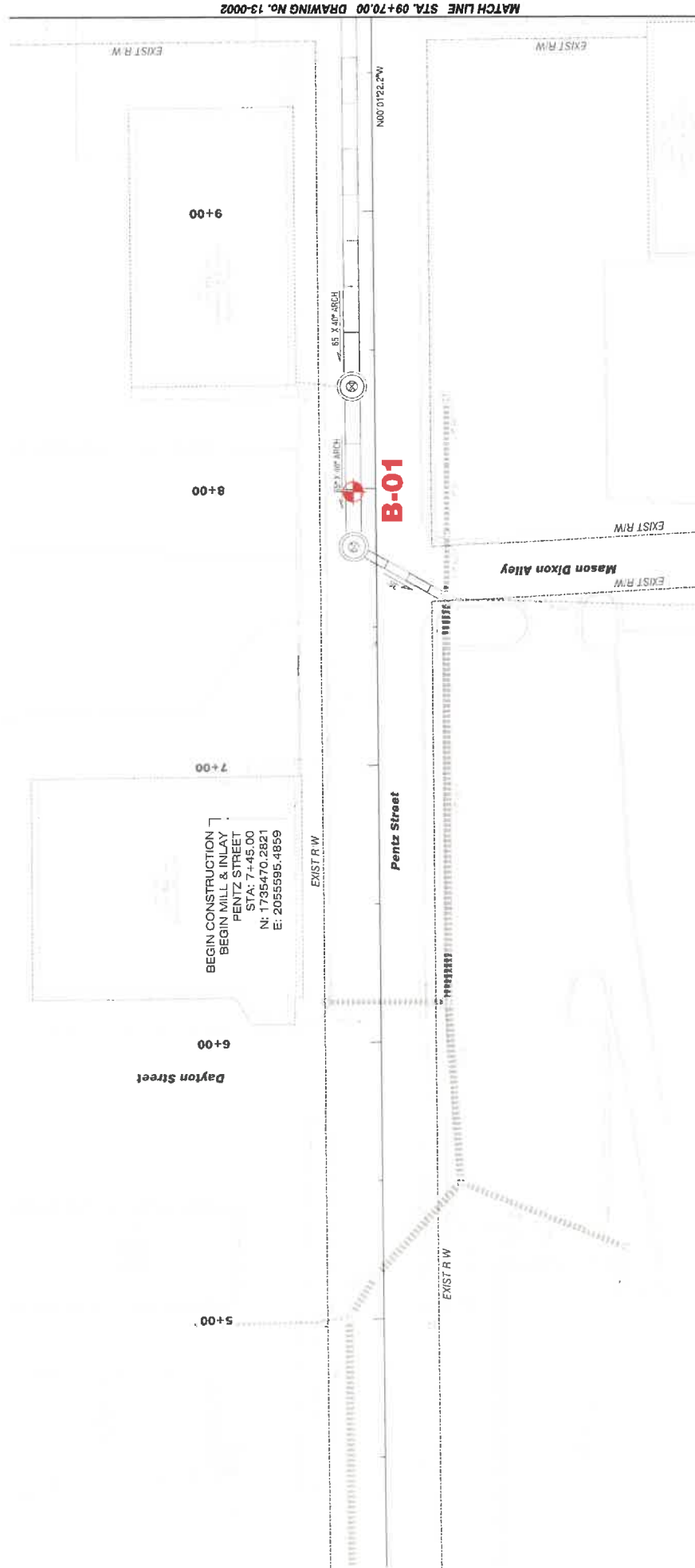
### PLANS PREPARED BY GOODWYN MILLS CAWOOD

THE PLANS FOR THIS PROJECT CAN BE VIEWED  
ELECTRONICALLY VIA THE CITY OF DALTON'S WEBPAGE

<https://www.daltonga.gov/rfps>

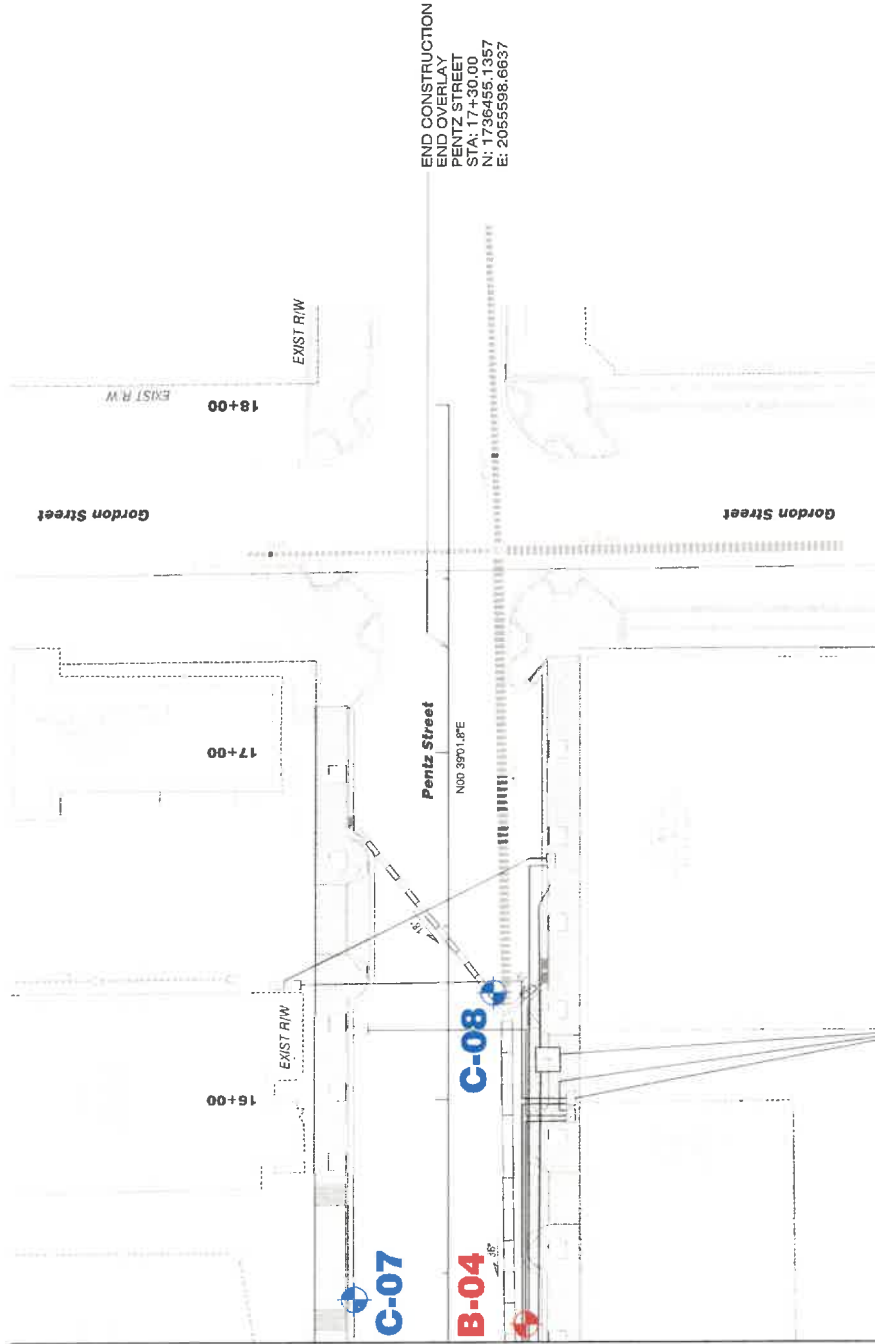
## EXHIBIT B

# SOIL BORINGS AND PAVEMENT CORES



-  Pavement Core Location
-  Soil Boring Location



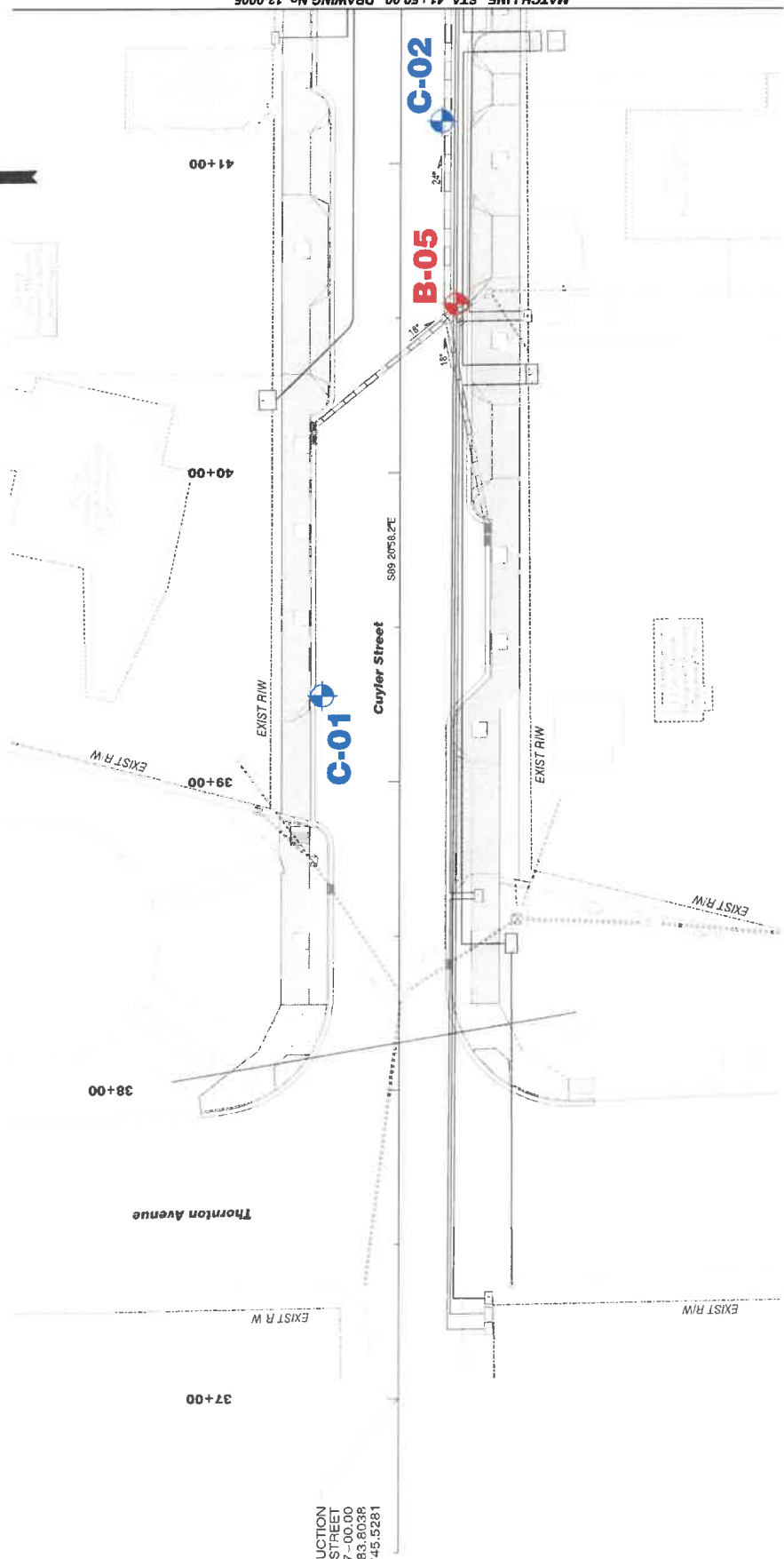


MATCH LINE STA. 15+30.00 DRAWING No. 13-0002

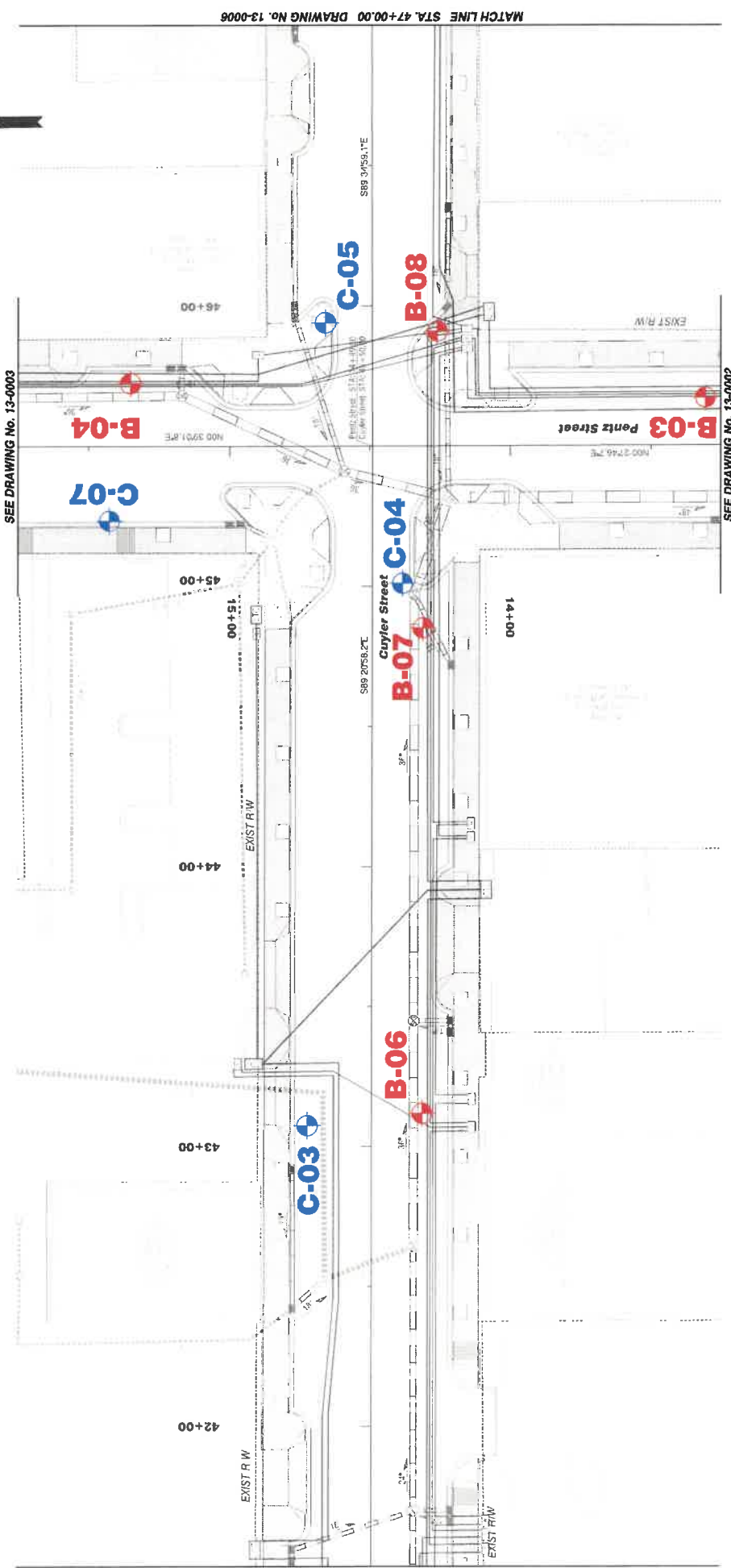
 Pavement Core  
 Soil Boring



BEGIN CONSTRUCTION  
CUYLER STREET  
STA: 37+00.00  
N: 1736183.6036  
E: 2054745.5281



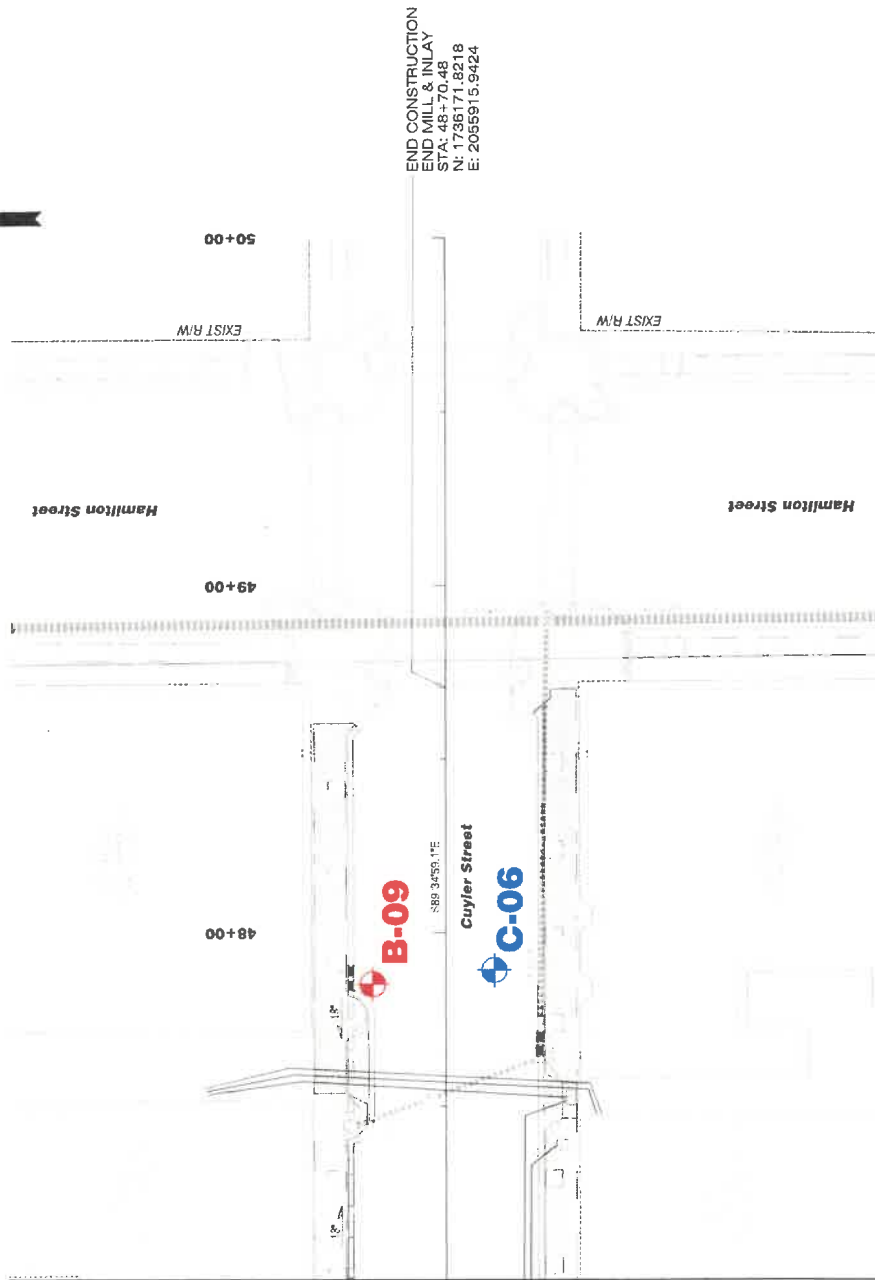
 Pavement Core  
 Soil Boring



SEE DRAWING No. 13-0003

SEE DRAWING No. 13-0002

-  Pavement Core
-  Soil Boring



 Pavement Core  
 Soil Boring



CLIENT City of Dalton, Georgia

PROJECT NAME Streetscape Improvements on Pentz Street & Cuyler Street

PROJECT NUMBER TATL220003

PROJECT LOCATION Dalton, Georgia

DATE STARTED 04/05/23 COMPLETED 04/06/23

GROUND ELEVATION 743.90 ft HOLE SIZE 5 inch

DRILLING CONTRACTOR Nicholson Exploration Services, LLC

GROUND WATER LEVELS:

DRILLING METHOD Hollow Stem Auger

AT TIME OF DRILLING ---

LOGGED BY J. Fennell CHECKED BY J. Fennell

AT END OF DRILLING ---

NOTES \_\_\_\_\_

AFTER DRILLING ---

ELEVATION (ft)	DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES CONTENT (%)
										LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0	0		Asphalt, 8"										
740	5		SILTY CLAYEY SAND (SC-SM) tan-brown, firm -- No Sample										
735	10		PARTIALLY WEATHERED ROCK (PWR) tan-brown, stiff -- No Sample										
730	15		Auger refusal was encountered at 9.0 feet.										
725	20												



CLIENT City of Dalton, Georgia

PROJECT NAME Streetscape Improvements on Pentz Street & Cuyler Street

PROJECT NUMBER TATL220003

PROJECT LOCATION Dalton, Georgia

DATE STARTED 04/05/23 COMPLETED 04/06/23

GROUND ELEVATION 751.15 ft HOLE SIZE 5 inch

DRILLING CONTRACTOR Nicholson Exploration Services, LLC

GROUND WATER LEVELS:

DRILLING METHOD Hollow Stem Auger

AT TIME OF DRILLING ---

LOGGED BY J. Fennell CHECKED BY J. Fennell

AT END OF DRILLING --

NOTES \_\_\_\_\_

AFTER DRILLING ---

ELEVATION (ft)	DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES CONTENT (%)
										LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0	0		Asphalt, 9"										
750			SILTY CLAYEY SAND (SC-SM) tan-brown, firm -- No Sample										
5													
745													
			Auger refusal was encountered at 7.0 feet.										
10													
740													
15													
735													
20													



**CLIENT** City of Dalton, Georgia

**PROJECT NAME** Streetscape Improvements on Pentz Street & Cuyler Street

**PROJECT NUMBER** TATL220003

**PROJECT LOCATION** Dalton, Georgia

**DATE STARTED** 04/05/23 **COMPLETED** 04/06/23

**GROUND ELEVATION** 757.00 ft **HOLE SIZE** 5 inch

**DRILLING CONTRACTOR** Nicholson Exploration Services, LLC

**GROUND WATER LEVELS:**

**DRILLING METHOD** Hollow Stem Auger

**AT TIME OF DRILLING** ---

**LOGGED BY** J. Fennell **CHECKED BY** J. Fennell

**AT END OF DRILLING** ---

**NOTES**

**AFTER DRILLING** ---

ELEVATION (ft)	DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES CONTENT (%)
										LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0			Asphalt, 9.25"										
755	5		SILTY CLAYEY SAND (SC-SM) tan-brown, firm -- No Sample										
750	10		Boring terminated at 10.0 feet.										
745	15												
740	20												



**CLIENT** City of Dalton, Georgia

**PROJECT NAME** Streetscape Improvements on Pentz Street & Cuyler Street

**PROJECT NUMBER** TATL220003

**PROJECT LOCATION** Dalton, Georgia

**DATE STARTED** 04/05/23 **COMPLETED** 04/06/23

**GROUND ELEVATION** 761.75 ft **HOLE SIZE** 5 inch

**DRILLING CONTRACTOR** Nicholson Exploration Services, LLC

**GROUND WATER LEVELS:**

**DRILLING METHOD** Hollow Stem Auger


**AT TIME OF DRILLING ---**

**LOGGED BY** J. Fennell **CHECKED BY** J. Fennell

**AT END OF DRILLING ---**

**NOTES**

**AFTER DRILLING ---**

ELEVATION (ft)	DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES CONTENT (%)
										LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0	0		Asphalt, 8.5"										
760	5		SILTY CLAYEY SAND (SC-SM) tan-brown, firm -- No Sample										
755	10		Auger refusal was encountered at 9.0 feet.										
750	15												
745	20												



**CLIENT** City of Dalton, Georgia

**PROJECT NAME** Streetscape Improvements on Pentz Street & Cuyler Street

**PROJECT NUMBER** TATL220003

**PROJECT LOCATION** Dalton, Georgia

**DATE STARTED** 04/05/23 **COMPLETED** 04/06/23

**GROUND ELEVATION** 765.35 ft **HOLE SIZE** 5 inch

**DRILLING CONTRACTOR** Nicholson Exploration Services, LLC

**GROUND WATER LEVELS:**

**DRILLING METHOD** Hollow Stem Auger

**AT TIME OF DRILLING** ---

**LOGGED BY** J. Fennell **CHECKED BY** J. Fennell

**AT END OF DRILLING** ---

**NOTES**

**AFTER DRILLING** ---

ELEVATION (ft)	DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES CONTENT (%)
										LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
765	0		Asphalt, 7.5"										
			Aggregate Base, 10"										
			SILTY CLAYEY SAND (SC-SM) tan-brown, firm -- No Sample										
			PARTIALLY WEATHERED ROCK (PWR) tan-brown, stiff -- No Sample										
760	5		Auger refusal was encountered at 6.0 feet.										
755	10												
750	15												
	20												





**CLIENT** City of Dalton, Georgia

**PROJECT NAME** Streetscape Improvements on Pentz Street & Cuyler Street

**PROJECT NUMBER** TATL220003

**PROJECT LOCATION** Dalton, Georgia

**DATE STARTED** 04/05/23 **COMPLETED** 04/06/23

**GROUND ELEVATION** 760.65 ft **HOLE SIZE** 5 inch

**DRILLING CONTRACTOR** Nicholson Exploration Services, LLC

**GROUND WATER LEVELS:**

**DRILLING METHOD** Hollow Stem Auger

**AT TIME OF DRILLING ---**

**LOGGED BY** J. Fennell **CHECKED BY** J. Fennell

**AT END OF DRILLING ---**

**NOTES**

**AFTER DRILLING ---**

ELEVATION (ft)	DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES CONTENT (%)
										LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
760	0		Asphalt, 8.5"										
			Aggregate Base, 10"										
			SILTY CLAYEY SAND (SC-SM) tan-brown, firm -- No Sample										
755	5												
750	10		Boring terminated at 10.0 feet.										
745	15												
	20												



CLIENT City of Dalton, Georgia

PROJECT NAME Streetscape Improvements on Pentz Street & Cuyler Street

PROJECT NUMBER TATL220003

PROJECT LOCATION Dalton, Georgia

DATE STARTED 04/05/23 COMPLETED 04/06/23

GROUND ELEVATION 759.90 ft HOLE SIZE 5 inch

DRILLING CONTRACTOR Nicholson Exploration Services, LLC

GROUND WATER LEVELS:

DRILLING METHOD Hollow Stem Auger


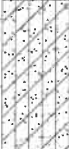
AT TIME OF DRILLING ---

LOGGED BY J. Fennell CHECKED BY J. Fennell

AT END OF DRILLING --

NOTES \_\_\_\_\_

AFTER DRILLING --

ELEVATION (ft)	DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES CONTENT (%)
										LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
	0		Asphalt, 10"										
			Aggregate Base, 10.5"										
			SILTY CLAYEY SAND (SC-SM) tan-brown, firm -- No Sample										
755	5		Auger refusal was encountered at 4.0 feet.										
750	10												
745	15												
740	20												



CLIENT City of Dalton, Georgia

PROJECT NAME Streetscape Improvements on Pentz Street & Cuyler Street

PROJECT NUMBER TATL220003

PROJECT LOCATION Dalton, Georgia

DATE STARTED 04/05/23 COMPLETED 04/06/23

GROUND ELEVATION 759.75 ft HOLE SIZE 5 inch

DRILLING CONTRACTOR Nicholson Exploration Services, LLC

GROUND WATER LEVELS:

DRILLING METHOD Hollow Stem Auger

AT TIME OF DRILLING ---

LOGGED BY J. Fennell CHECKED BY J. Fennell

AT END OF DRILLING ---

NOTES \_\_\_\_\_

AFTER DRILLING ---

ELEVATION (ft)	DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES CONTENT (%)
										LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0	0		Asphalt, 7"										
			Concrete, 5"										
			SILTY CLAYEY SAND (SC-SM) tan-brown, firm -- No Sample										
755	5												
750	10		Boring terminated at 10.0 feet.										
745	15												
740	20												



# BORING NUMBER B-09

PAGE 1 OF 1

**CLIENT** City of Dalton, Georgia  
**PROJECT NUMBER** TATL220003  
**DATE STARTED** 04/05/23 **COMPLETED** 04/06/23  
**DRILLING CONTRACTOR** Nicholson Exploration Services, LLC  
**DRILLING METHOD** Hollow Stem Auger  
**LOGGED BY** J. Fennell **CHECKED BY** J. Fennell  
**NOTES**

**PROJECT NAME** Streetscape Improvements on Pentz Street & Cuyler Street  
**PROJECT LOCATION** Dalton, Georgia  
**GROUND ELEVATION** 761.80 ft **HOLE SIZE** 5 inch  
**GROUND WATER LEVELS:**  
**AT TIME OF DRILLING ---**  
**AT END OF DRILLING ---**  
**AFTER DRILLING ---**

ELEVATION (ft)	DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES CONTENT (%)
										LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0	0		Asphalt, 6.5"										
			Concrete, 5.5"										
760			SILTY CLAYEY SAND (SC-SM) tan-brown, firm -- No Sample										
	5												
755													
	10		Boring terminated at 10.0 feet.										
750													
	15												
745													
	20												

Pavement Core Summary					
Core No.	Total Thickness (in)	Topping Layer Thickness (in)	Binder Layer Thickness (in)	Concrete Thickness (in)	Base Thickness (in)
C-01	3.50	2.00	1.50	0.0	6.50
C-02	7.50	2.25	5.25	0.0	10.00
C-03	5.25	2.00	3.25	0.0	7.25
C-04	10.00	1.75	8.25	0.0	10.50
C-05	11.25	1.75	5.00	4.5	0.00
C-06	9.50	1.25	8.25	0.0	0.00
C-07	9.00	2.50	6.50	0.0	0.00
C-08	8.00	2.00	6.00	0.0	0.00
C-09	9.25	2.00	7.25	0.0	0.00

## EXHIBIT C

### American Rescue Plan Act Improving Neighborhood Outcomes in Disproportionately Impacted Communities Grant Program

Terms and Conditions Can be Found on the City's Website Link Provided  
Below:

<https://www.daltonga.gov/rfps>



## CITY COUNCIL AGENDA REQUEST

<b>Meeting Type:</b>	Mayor & Council Meeting
<b>Meeting Date:</b>	5/6/2024
<b>Agenda Item:</b>	Prater Alley Stormwater Detention Facility Construction Contract
<b>Department:</b>	Public Works
<b>Requested By:</b>	Chad Townsend
<b>Reviewed/Approved by City Attorney?</b>	Yes
<b>Cost:</b>	\$1,134,188
<b>Funding Source if Not in Budget</b>	2015 SPLOST

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

This agenda item request is to approve the construction contract with Summers Taylor, Inc. for the Prater Alley Stormwater Detention Facility project. The total cost of the contract is approximately \$300,000 under budget at \$1,134,188. This comes with a positive recommendation from the Public Works Committee.

**CITY OF DALTON, GEORGIA**



**CONTRACT DOCUMENTS**

For  
PROJECT:

**PRATER ALLEY STORMWATER DETENTION PROJECT  
DALTON PROJECT NO. PW-2024-SP-171**

**CITY OF DALTON PUBLIC WORKS DEPARTMENT  
PO BOX 1205  
DALTON, GEORGIA 30722**



**ADVERTISEMENT FOR BID**

**PRATER ALLEY STORMWATER DETENTION PROJECT  
DALTON PROJECT NO. PW-2024-SP-171**

Sealed bids will be received by the City of Dalton Finance Department located at 300 W. Waugh Street, Dalton, Georgia 30720 until:

FRIDAY, APRIL 5, 2024 AT 2:00 PM

for the furnishing of all materials, labor, tools, skill, equipment and incidentals unless noted otherwise for the construction of the project entitled:

**PRATER ALLEY STORMWATER DETENTION PROJECT  
DALTON PROJECT NO. PW-2024-SP-171**

at which time and place the sealed bids will be publicly opened and read aloud.

Bids received after the designated time will not be considered.

The principal items of construction include:

The site is 0.96 acres at 310 West Waugh Street adjacent to City Hall in the City of Dalton. The existing structure and parking lot on the site will be demolished by the Owner prior to the start of work. The work includes, but is not limited to, the removal of trees, pond excavation, grading, and installation of a modular retaining wall. Approximately 0.96 acres will be disturbed during construction. The work shall be done as directed by the plans developed by Arcadis-U.S., Inc. All work shall be performed according to the latest Georgia D.O.T. Standards and Specifications.

Bidders shall inform themselves of and comply with all conditions and specifications contained in the bid package, contract, related documents and State and Federal Law.

The bid package, specifications, and contract documents for this project are open to public inspection at the City of Dalton Public Works Department located at 535 Elm Street, Dalton, Georgia 30721. The Public Works Department may be contacted by telephone at (706) 278-7077 or by mail at P.O. Box 1205, Dalton, Georgia 30722.

A **Mandatory** pre-bid meeting is scheduled for **1:00 PM Monday, March 18, 2024** to begin at the Public Works Office. Please reserve time to tour the site location. Failure to attend the mandatory pre-bid meeting will result in disqualification of bid.

Any questions pertaining to the bid documents and specifications should be submitted in writing via email by the **questions deadline of 4:00 PM March 21, 2024**. Questions must be directed to Jackson Sheppard at: [jsheppard@daltonga.gov](mailto:jsheppard@daltonga.gov) .

The City of Dalton will issue responses to questions and any other corrections or amendments it deems necessary in written addenda issued prior to the bids due date. Bidders are advised to check the website for addenda before submitting a bid.

One Contract shall be awarded covering all work, and the contract duration shall be 24 weeks from notice to proceed. Bidders must agree to pay as liquidated damages the sum of \$300.00 per each consecutive calendar day thereafter. Due consideration will be given to delivery of materials in specifying starting date.

Contract documents, plans, and the bid package for this project may be obtained electronically via the City of Dalton's webpage <http://www.daltonga.gov/rfps>.

The Project "Bidder's List" will consist of the bidders on the sign-in sheet from the mandatory pre-bid meeting.

Bids must be accompanied by a Certified Check or Bid Bond in an amount equal to not less than five percent (5%) of the bid to be considered.

No bid may be withdrawn after the scheduled closing time for receiving bids for a period of sixty (60) days.

The Owner reserves the right to reject any or all bids (and/or alternates) and to waive formalities and re-advertise.

CITY OF DALTON, GEORGIA

BY



T. Jackson Sheppard, E.I.T.  
Project Manager

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EXHIBIT A – ARCADIS U.S., INC. SITE DEVELOPMENT PLANS DATED DECEMBER 2023

SECTION 0100 – INFORMATION FOR BIDDERS

0101 RECEIPT AND OPENING OF BIDS

The CITY OF DALTON, GEORGIA (*hereinafter called the Owner*), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the CITY OF DALTON FINANCE DEPARTMENT 300 W. WAUGH STREET, DALTON, GEORGIA 30720 until APRIL 5<sup>TH</sup>, 2024 AT 2:00 PM and then at said office publicly opened and read aloud. The envelope containing the bids must be sealed and designated as the bid for the construction of the project entitled:

**PRATER ALLEY STORMWATER DETENTION PROJECT  
DALTON PROJECT NO. PW-2024-SP-171**

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities to reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

0102 PREPARATION OF BID

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in numerals for unit prices and for total amounts.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. In accordance with State Law (O.C.G.A 13-10-91 & 50-36), **ALL SEALED BIDS MUST INCLUDE AN EXECUTED E-VERIFY AFFIDAVIT, THIS DOCUMENT CAN BE FOUND IN THE BID PROPOSAL SECTION.** If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form. Any bid which is not properly prepared and accompanied by required certifications may be rejected by the Owner.

Each bidder will be required to certify compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act O.C.G.A. §13-10-90 et seq. by doing the following: registering at <https://www.uscis.gov/e-verify> to verify information of all newly hired employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act. Each firm must submit a completed and notarized E-verify (Exhibit A) affidavit with their bid submittal. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

#### 0103 ELECTRONIC MAIL MODIFICATION

Any bidder may modify his bid by written electronic communication at any time prior to the scheduled closing time for receipt of bids, provided such communication is received by the Owner prior to the closing time, and, provided further, the Owner is satisfied that a written confirmation of the electronic modification over the signature of the bidder was mailed prior to the closing time. If written confirmation is not received within two days from the closing time, no consideration will be given to the electronically mailed modification.

#### 0104 QUALIFICATIONS OF BIDDERS

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. By submission of his Bid, the Bidder acknowledges the right of the Owner to make such investigations, to contact references and utilize this information as a basis of determining award of the contract. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

Written information pertaining to the Bidder's qualifications may be requested by the Owner. Failure of the Bidder to provide such information within fifteen days of notification will be grounds for disqualification.

#### 0105 BID SECURITY

Each bid must be accompanied by a certified check or bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of five (5)% of the bid. Such certified checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining certified checks or bid bonds will be returned promptly after the Owner

and the accepted bidder have executed the contracts, or, if no award has been made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

0106 LIQUIDATED DAMAGES AND FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security (bid bond) deposited with his bid.

0107 TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 24 weeks following "Notice to Proceed". Bidders must agree also to pay as liquidated damages the sum of \$300.00 per each consecutive calendar day thereafter. Anticipated "Notice to Proceed" date is tentatively set for April 22, 2024.

0108 CONDITION OF WORK

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

0109 ADDENDA AND INTERPRETATIONS

Oral interpretations of the meaning of plans, specifications or other contract documents shall not be binding over written material.

Every request for such interpretation should be in writing addressed to City of Dalton Public Works, P.O. Box 1205, Dalton, Georgia 30722 or by email to Jackson Sheppard ([jsheppard@daltonga.gov](mailto:jsheppard@daltonga.gov)) and to be given consideration must be received by the question's deadline of 2:00 PM March 21, 2024. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, which, will be emailed to all prospective bidders. Failure of any bidder to receive any such addendum or interpretations shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.



0110 SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of his contract and for the payment of all persons performing labor on the project under this contract, and furnishing materials in connection with his contract, as specified in the General Conditions included herein. Surety companies executing Bonds must appear on the Treasury Department's most current list (*Circular 570 as amended*) and be authorized to transact business in the state where the project is located.

0111 POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

0112 NOTICE OF SPECIAL CONDITIONS

Attention is particularly called to those parts of the contract documents and specifications which are identified subsequently under Special Conditions.

0113 LAWS AND REGULATIONS

The bidders' attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

0114 METHOD OF AWARD

If the Contract is awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the project. The Owner shall have complete discretion in making this determination and may consider factors such as, but not limited to the following:

0114.01 Unit bid prices of various items as they relate to total bid price.

0114.02 Proximity of the Bidder's permanent place of business as it may relate to Bidder's responsiveness in carrying out the contract.

0114.03 Litigation record of the Bidder.

0114.04 Satisfactory completion of similar projects.

- 0114.05 Resources pertaining to management, personnel and equipment.
- 0114.06 Financial history, credit rating and current resources.

0115 OBLIGATION OF BIDDER

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (*including all addenda*). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to his bid.

0116 CORRELATION AND INTENT OF DOCUMENTS

The contract documents are complementary, and what is called for by one shall be as binding as if called for by all.

The intent of the documents is to describe in detail all construction entailed in this project. The contractor will furnish all labor, materials, equipment, transportation, tools and appurtenances such as may be reasonably required under the terms of the contract to make each part of the work complete.

The drawings are intended to conform and agree with the specifications. If, however, discrepancies occur, the Owners will decide which shall govern. Special specifications stated on the drawings govern that particular piece of construction and have equal weight and importance as the printed specifications. In the event of any discrepancies between the drawings and the figures written thereon, the figures are to be taken as correct.

0117 CLAIMS

The Owner reserves the right to refuse to issue any voucher and to direct that no payment shall be made the contractor in the case they have reason to believe that said contractor has neglected or failed to pay any subcontractor, material dealer, worker or employee for work performed on or about the project including work as set forth in these specifications, until the Owner is satisfied that such subcontractors, material dealers, worker, or employees have been fully paid. However this provision shall not obligate the Owner to intervene in any claim.

0118 ORDER OF WORK

The work shall be started at such points as the Owner shall designate and shall be prosecuted in the order he directs. This applies to both location and items of construction.

0119 SUBCONTRACTS

If required by the Owner, the apparent Successful Bidder, and any other Bidder so requested, will within seven days after the day of the Bid opening submit to Owner a list of all Subcontractors and other persons and organizations (*including those who are to furnish the principal items of material and equipment*) proposed for those portions of the Work as to which such identification is so required. If the Owner, after due investigation, has reasonable objection to any proposed Subcontractor, other person or organization, may, before giving the Notice of Award, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor, other person or organization so listed and to whom the Owner does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner.

0120 TIMELY EXECUTION

When the Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by at least five unsigned counterparts of the Agreement and all other Contract Documents. Within ten days thereafter, the Contractor shall sign and deliver at least five counterparts of the Agreement to Owner with all other Contract Documents attached. Thereafter, the Owner will deliver two fully signed counterparts to Contractor.

.....END OF SECTION .....

# AIA Document 310 - 2010 Bid Bond

CONTRACTOR (Name, legal status and address):

Summers-Taylor, Inc.

P.O. Box 1628

Elizabethton, TN 37644

SURETY (Name, legal status and principal place of business):

Fidelity and Deposit Company of Maryland

1299 Zurich Way

Schaumburg, IL 60196

OWNER (Name, legal status and address):

CITY OF DALTON FINANCE DEPT.

300 W. WAUGH STREET

DALTON, GA 30720

Bond Amount: FIVE (5%) PERCENT OF BID

PROJECT : (Name, location or address, and Project number, if any):

PRATER ALLEY STORMWATER DETENTION PROJECT

DALTON PROJECT NO. PW-2024-SP-171

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

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

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

Signed and sealed this 5<sup>TH</sup> day of APRIL, 2024

(Witness)

(Seal)

Shela Bean

(Witness)

(Seal)

Summers-Taylor, Inc.

(Principal)

(Seal)

LEE HAMRICK  
(Title) LEE HAMRICK, VICE-PRESIDENT

Fidelity and Deposit Company of Maryland

(Surety)

Robert A. Davidson  
(Title) Robert A. Davidson

Attorney-in-Fact

Language conforms to AIA Document A310 Bid Bond  
BID70001ZZ0311F

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Robert A. DAVIDSON and Stephen A. BENSON, of Nashville, Tennessee**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 8th day of February, A.D. 2024.

ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 8th day of February, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Genevieve M. Maison*



Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

SECTION 0200 – BID PROPOSAL

BID BOND  
(Five Percent of Bid)

KNOW ALL MEN BY THESE PRESENTS, that we, the 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:

PRATER ALLEY STORMWATER DETENTION PROJECT  
DALTON PROJECT NO. PW-2024-SP-171

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

BID BOND  
(Continued)

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.

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 Surety

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Address

By \_\_\_\_\_ SEAL  
Attorney-in-Fact

BID PROPOSAL

Place DALTON, GA  
Date 4/5/2024

Proposal of Summers Taylor, Inc. (hereinafter called "Bidder") a contractor organized and existing under the laws of the City of Johnson City State of TN and County of Washington, \* an individual, a corporation, or a partnership doing business as Summers Taylor, Inc.

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

Gentlemen:

The Bidder in compliance with your invitation for bids for the construction of the PRATER ALLEY STORMWATER DETENTION PROJECT (DALTON PROJECT NO. PW-2024-SP-171) 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 to fully complete the project within 24 weeks following "Notice to Proceed". 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 1 (3/22/2024)

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\*Strike out inapplicable terms

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BID PROPOSAL  
(Continued)

Amount shall be shown in figures.

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 5<sup>th</sup> Day of April, 2024 in the amount of Five (5%) Percent of 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:

Summers Taylor, Inc.

600 Sevier Street

Johnson City, TN 37604

BID PROPOSAL  
(Continued)

Dated at:

City of Dalton, GA (2:00PM)

The 5<sup>th</sup> day of April, 2024



Summers Taylor, Inc.  
Principal

By [Signature] SEAL

**DALTON PROJECT NO. PW-2024-SP-171**  
**PRATER ALLEY STORMWATER DETENTION PROJECT REVISED BID FORM**

ITEM	DESCRIPTION	UNITS	QNTY	UNIT PRICE	TOTAL
<b>GENERAL</b>					
1	GENERAL CONDITIONS	LS	1	\$62,000.00	\$62,000.00
2	PAYMENT & PERFORMANCE BONDING	LS	1	\$1.00	\$1.00
3	CONSTRUCTION STAKING AND AS BUILT SURVEY	LS	1	\$24,400.00	\$24,400.00
4	OWNER-DIRECTED WORK	LS	1	\$20,000.00	\$20,000.00
SUBTOTAL					\$106,401.00
<b>DEMOLITION AND EARTHWORK</b>					
5	CONCRETE SIDEWALK REMOVAL	SY	277	\$23.00	\$6,371.00
6	CURB & GUTTER REMOVAL	LF	146	\$23.50	\$3,431.00
7	ABANDON RCP IN PLACE	LF	35	\$120.00	\$4,200.00
8	48" RCP REMOVAL	LF	143	\$80.00	\$11,440.00
9	GRADING COMPLETE (INCL. DEWATERING OF EXCAVATION IF NEEDED)	LS	1	\$240,625.00	\$240,625.00
SUBTOTAL					\$266,067.00
<b>POND AND DRAINAGE SYSTEM</b>					
10	RETAINING WALL (INCL. SELECT BACKFILL IF NEEDED)	LS	1	\$450,000.00	\$450,000.00
11	HEADWALL (GDOT 1125)	EA	2	\$3,615.00	\$7,230.00
12	24" CLASS III RCP	LF	19	\$350.00	\$6,650.00
SUBTOTAL					\$463,880.00
<b>SITE RESTORATION</b>					
13	CONCRETE SIDEWALK	SY	145	\$170.00	\$24,650.00
14	ORNAMENTAL FENCE	LF	900	\$122.50	\$110,250.00
15	MAINTENANCE ACCESS GATE	EA	1	\$3,650.00	\$3,650.00
SUBTOTAL					\$138,550.00
<b>EROSION CONTROL</b>					
16	RIPRAP (INSTALLED)	SY	250	\$58.00	\$14,500.00
17	VEGETATED EMERGENCY SPILLWAY - TOPSOIL	SY	275	\$29.50	\$8,112.50
18	VEGETATED EMERGENCY SPILLWAY - EROSION CONTROL BLANKET	SY	275	\$10.00	\$2,750.00
19	TEMPORARY GRASS SEEDING	SY	4410	\$0.75	\$3,307.50
20	TURF GRASS SEEDING	SY	2560	\$2.00	\$5,120.00
21	BERMUDA SOD	SY	1,850	\$9.00	\$16,650.00
22	SILT FENCE	LF	1,400	\$6.00	\$8,400.00
23	FILTER RING	EA	2	\$600.00	\$1,200.00
24	CONSTRUCTION EXIT	EA	1	\$7,650.00	\$7,650.00
25	CURB INLET PROTECTION	EA	1	\$1,400.00	\$1,400.00
26	TEMPORARY PUMP & FILTER BAG	EA	1	\$10,500.00	\$10,500.00
27	TEMPORARY STORMWATER BYPASS SYSTEM	LS	1	\$10,000.00	\$10,000.00
SUBTOTAL					\$89,590.00
<b>MISCELLANEOUS</b>					
28	TRAFFIC CONTROL	LS	1	\$10,200.00	\$10,200.00
29	UTILITY CONFLICTS & TEMPORARY SERVICE	LS	1	\$10,000.00	\$10,000.00
30	TEMPORARY FENCING	LS	1	\$25,000.00	\$25,000.00
31	UNSUITABLE SOILS ALLOWANCE (REMOVAL)*	CY	1,000	\$24.50	\$24,500.00
SUBTOTAL					\$69,700.00

Company Name: Summers Taylor, Inc.

Authorized Bid Rep. Signature: [Signature]

Authorized Bid Rep. Title: Vice President

<b>TOTAL</b>	<b>\$1,134,188.00</b>
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CONSTRUCTION PAYMENT BOND

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

CONTRACTOR (*Name and Address*):

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OWNER (*Name and Address*):

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

CONSTRUCTION CONTRACT:

Date: \_\_\_\_\_

Amount: \_\_\_\_\_

Description (*Name and location*):

**PRATER ALLEY STORMWATER DETENTION PROJECT  
DALTON PROJECT NO. PW-2024-SP-171**

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

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BOND:

Date: \_\_\_\_\_

Amount: \_\_\_\_\_

Bond Number: \_\_\_\_\_

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

CONSTRUCTION PAYMENT BOND  
(Continued)

equipment in the prosecution of the Work involved in this Construction Contract.

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

CONSTRUCTION PAYMENT BOND  
(Continued)

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.
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.

CONSTRUCTION PAYMENT BOND  
(Continued)

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

Company: \_\_\_\_\_

\_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

SURETY

Company: \_\_\_\_\_

\_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

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*):

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OWNER (*Name and Address*):

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

CONSTRUCTION CONTRACT:

Date: \_\_\_\_\_

Amount: \_\_\_\_\_

Description (*Name and location*):

**PRATER ALLEY STORMWATER DETENTION PROJECT  
DALTON PROJECT NO. PW-2024-SP-171**

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

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BOND:

Date: \_\_\_\_\_

Amount: \_\_\_\_\_

Bond number: \_\_\_\_\_

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

CONSTRUCTION PERFORMANCE BOND  
(Continued)

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

CONSTRUCTION PERFORMANCE BOND  
(Continued)

- Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or
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.

CONSTRUCTION PERFORMANCE BOND  
(Continued)

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.

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  
Company: \_\_\_\_\_

SURETY  
Company: \_\_\_\_\_

\_\_\_\_\_ (Corp. Seal)

\_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Name and Title: \_\_\_\_\_

CONTRACT

THIS AGREEMENT made this the 6th day of May, 2024, by and between the CITY OF DALTON, GEORGIA, hereinafter called "Owner", and Summers-Taylor, Inc.

a contractor doing business as an individual, a partnership, or a corporation\* of the City of Johnson City, County of Washington, and State of Tennessee

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:

**PRATER ALLEY STORMWATER DETENTION PROJECT  
DALTON PROJECT NO. PW-2024-SP-171**

hereinafter called the "Project", for the sum of \$1,134,188.00 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 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 and to fully complete the project within 24 weeks of receiving "Notice to Proceed". 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.

CONTRACT  
(Continued)

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 OF DALTON, GEORGIA

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_ SEAL

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_ SEAL

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

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

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.

415715

EEV/Basic Pilot Program\* User Identification Number

Summers-Taylor, Inc.

4/5/24

BY: Authorized Officer or Agent  
(Contractor Name)

Date

Vice-President

Title of Authorized Officer or Agent of Contractor

Lee Hamrick

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

5<sup>th</sup> DAY OF April, 2024

Sherry Raines

Notary Public

My Commission Expires:

4/20/26



\* 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).



## SECTION 0300 - GENERAL CONDITIONS

### 0301 CONTRACT AND CONTRACT DOCUMENTS

The Contract Documents as hereinafter enumerated in Paragraph 2 of the General Conditions, shall form this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were fully set forth. The Table of Contents, Titles, Headings, Running Headlines and Marginal Notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way effect, limit or cast light on the interpretation of the provisions to which they refer.

### 0302 DEFINITIONS

The following terms as used in this contract are respectively defined as follows:

- 0302.01 Contractor - A person, firm or corporation with whom the contract is made by the Owner.
- 0302.02 Contract Documents - The Contract Documents are composed of the Advertisement for Bids; Instructions to Bidders; Bid Package; Form of Proposal, General Conditions, Supplementary Conditions, Detail Specifications, Form of Contract, Form of Bond(s), Addenda and the drawings including all changes incorporated herein before their execution.
- 0302.03 Project Representative - Refers to the authorized representative of the Owner, who is assigned to the site or any part thereof.
- 0302.04 Owner - The party of the First Part in the accompanying Contract, and meaning the CITY OF DALTON, GEORGIA.
- 0302.05 Subcontractor - A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with the contractor for performance of a part of the work at the site.
- 0302.06 Work on (at) the Project - Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.

### 0303 CORRELATION AND INTENT OF DOCUMENTS

The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

- 0303.01 The intent of the documents is to describe all construction entailed in this

project. The contractor will furnish all labor and materials, equipment, transportation, tools and appurtenances such as may be reasonably required under the terms of the contract to make each part of the work complete.

- 0303.02 The Drawings are intended to conform and agree with the Specifications; if, however, discrepancies occur, the Owner will decide which shall govern. Special specifications stated on the Drawings govern that particular piece of construction and have equal weight and importance as the printed specifications. In the event of any discrepancies between the Drawings and the figures written thereon, the figures are to be taken as correct.

#### 0304 MATERIALS, SERVICES AND FACILITIES

- 0304.01 It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time. It is further understood that in providing materials, labor, tools, equipment, water, light, power, superintendence, or any other expense associated with the Contract the Contractor may not take advantage of the City's tax exempt status.

- 0304.02 Any work necessary to be performed by the Contractor to complete the project on time after regular working hours, on Sundays or Legal Holidays, shall be performed without additional expense to the Owner.

#### 0305 CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims and/or encumbrances.

#### 0306 MATERIALS FURNISHED BY THE CONTRACTOR

All materials used in the work including equipment shall be new and unused materials of a reputable U.S. Manufacturer conforming to the applicable requirements of the Specifications, and no materials shall be used in the work until they have been approved by the Owner. The Contractor shall furnish all materials necessary except as otherwise specifically noted or specified.

### 0307 INSPECTION AND TESTING OF MATERIALS

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

### 0308 PATENTS

- 0308.01 The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.
- 0308.02 License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the Owner and not by or through the Contractor.
- 0308.03 If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, arising from the use of such design, device, or materials or in any way involved in the work, the Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from all claims for infringement by the reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

### 0309 SURVEYS, PERMITS AND REGULATIONS

- 0309.01 Unless otherwise expressly provided for in the Specifications, the Owner will furnish to the Contractor any control alignment and bench mark data from previous engineering surveys.
- 0309.02 The Contractor shall procure and pay all permits, licenses and approvals necessary for the execution of his contract. The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to performance of the work, the protection of adjacent property, and the

maintenance of passageways, guard fences or other protective facilities.

### 0310 CONTRACTOR'S OBLIGATIONS

- 0310.01 The Contractor shall and will, in good workmanlike manner do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the plans and drawings covered by this contract, any and all supplemental plans and drawings and in accordance with the directions of the Owner as given from time to time during the progress of the work. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required. He alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure of their improper construction, maintenance or operation.
- 0310.02 The Contractor shall observe, comply with and be subject to all terms, conditions, requirements, and limitations of the Contract and specifications and shall do, carry on, and complete the entire work to the satisfaction of the Owner.
- 0310.03 Contractor shall be required to submit a construction schedule, for all stages of the project through completion to the Owner prior to beginning construction services specified within awarded contract.

### 0311 CONTRACTOR'S RESPONSIBILITY

The Contractor shall be responsible for all material and work until they are finally accepted by the Owner and shall repair at his own expense any damage that they sustain before their final acceptance. The Contractor shall be responsible for all damages caused by him of whatever nature and must settle all claims arising from such damage without cost to the Owner; he shall act as defendant in, and bear the expense of each and every suit of any and every nature which may be brought against him or the Owner, by reason of, or connected with the work under the Contract. Should any claim arise, the Owner may hold back sufficient money to meet said claims or until the Contractor has satisfied the Owner that all claims against him as the result of his work have been adjusted. He must also show that there are no claims or liens whatsoever outstanding at the completion of his contract before final payment is made.

### 0312 WEATHER CONDITIONS

In the event of temporary suspension of work, or during inclement weather, or whenever the Owner shall direct, the Contractor will, and will cause his

subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Owner, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

### 0313 SAFETY PROVISIONS

- 0313.01 The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (*PL 91-596*) and under Sec.107 of the Contract Work Hours and Safety Standards Act (*PL 91-54*).
- 0313.02 The Contractor shall be responsible for the Safety, efficiency and adequacy of his plant, appliances and methods, and for any damage which may result from their failure of their improper construction, maintenance and operation.
- 0313.03 The Contractor shall employ, when necessary, watchmen on the work and shall, when necessary, erect and maintain such strong and suitable barriers and such light as will effectually prevent the happening of any accident to health, limb or property.

### 0314 SANITARY PROVISIONS

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply with the regulations of the State Board of Health and all local ordinances. No nuisance will be permitted.

### 0315 PUBLIC CONVENIENCE AND SAFETY

Materials stored at the site of the work shall be so placed and the work shall, at all times, be so conducted as to cause no greater obstruction to traffic than is considered permissible by the Owner. No roadway shall be closed or opened except by express permission of the Owner and the Contractor's proper notification of local fire and police departments. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment and other hazards shall be guarded in accordance with the safety provisions of the manual of Accident Prevention in Construction, published by the Associated General Contractors of America to extent that such provisions are not in contravention of applicable laws.

### 0316 PROTECTION OF WORK AND PROPERTY - EMERGENCY

The Contractor shall at all times safely guard the Owner's property from injury or

loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract or by the Owner, or his duly authorized representative.

0316.01 In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Owner in a diligent manner. He shall notify the Owner immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Owner for approval.

0316.02 Where the Contractor has not taken action but has notified the Owner of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Owner.

0316.03 The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 0327 of the General Conditions.

#### 0317 INSPECTION

The authorized representatives and agents of the Owner shall be permitted to observe all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records.

#### 0318 REPORTS, RECORDS AND DATA

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.

#### 0319 SUPERINTENDENCE BY CONTRACTOR

At the site of the work, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Owner and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

#### 0320 COMPETENT LABOR

0320.01 The Contractor shall employ only competent and skilled workers on the project. The Contractor shall have a competent superintendent or foreman present at all times when the work is in progress and with authority to

receive orders and execute the work.

- 0320.02 The Contractor shall, upon demand from the Owner, immediately remove any superintendent, foreman or worker whom the Owner may consider incompetent or undesirable.

### 0321 CONSTRUCTION EQUIPMENT

The Contractor shall provide all necessary equipment in good repair for the expeditious construction of the work. Any equipment not adapted for the work, in such repair as to be dangerous to the project or workers, shall not be used.

### 0322 CHANGES IN THE WORK

- 0322.01 Without invalidating the Agreement, the Owner may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Paragraph 0323. A Change Order signed by the Contractor indicates his agreement therewith.
- 0322.02 The Owner may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the Contractor believes that any Field Order authorized by the Owner entitles him to an increase in the Contract Price or extension of Contract Time, he shall inform the Owner in writing of the amount of increased price or time associated with the Field Order, and he shall include reference to appropriate contract documents supporting the basis for the claim, and he shall not proceed with the work in question until a written decision has been rendered by the Owner.
- 0322.03 Any changes or additional work performed by the Contractor without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency.
- 0322.04 It is the Contractor's responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The Contractor will furnish proof of such adjustment to the Owner.
- 0322.05 The term Change Order is defined as a written order to the Contractor

signed by the Owner which authorizes a change in the work or the contract price or the contract time issued after execution of the Agreement.

0322.06 The Contract Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without changing the Contract Price, except where authorized by Change Order.

### 0323 CHANGE IN CONTRACT PRICE

0323.01 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

0323.01.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

0323.01.2 By mutual acceptance of a lump sum (*which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 0323.04.2.1*).

0323.01.3 On the basis of the Cost of the Work (*determined as provided in Paragraphs 0323.04 and 0323.05*) plus a Contractor's Fee for overhead and profit (*determined as provided in Paragraphs 0323.4 and 0323.05*).

0323.02 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 0323.03.

0323.02.1 Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working



hours, on Sunday or legal holidays shall be included in the above to the extent authorized by Owner.

- 0323.02.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith.
- 0323.02.3 Payments made by Contractor to the Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such Bids to Owner who will then determine which Bids will be accepted.
- 0323.02.4 Costs of special consultants (*including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers, and accountants*) employed for services specifically related to the Work.
- 0323.02.5 Supplemental costs including the following:
  - 0323.02.5.1 The proportion of necessary transportation, traveling and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - 0323.02.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of Contractor.
  - 0323.02.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.
  - 0323.02.5.4 Sales, use or similar taxes related to the Work, and for which Contractor is liable, imposed by any governmental authority.
  - 0323.02.5.5 Deposits lost for causes other than Contractor's negligence, royalty payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

0323.02.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by Contractor in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee.

0323.02.5.7 The cost of utilities, fuel and sanitary facilities at the site.

0323.02.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

0323.02.5.9 Cost of premiums for additional Bonds and Insurance required because of changes in the Work.

0323.03 The term Cost of the Work shall not include any of the following:

0323.03.1 Payroll costs and other compensation of Contractor's officers, executives, principals (*of partnership and sole proprietorships*), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 0323.02.1 - all of which are to be considered administrative costs covered by the Contractor's Fee.

0323.03.2 Expenses of Contractor's principal and branch offices other than his office at the site.

0323.03.3 Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

0323.03.4 Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

0323.03.5 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 0323.04.

0323.04 The Contractor's Fee which shall be allowed to Contractor for his overhead and profit shall be determined as follows:

0323.04.1 a mutually acceptable firm fixed price; or if none can be agreed upon.

0323.04.2 a fee based on the following percentages of the various portions of the Cost of the Work.

0323.04.2.1 for costs incurred under paragraphs 0323.02.1 and 0323.02.2, the Contractor's Fee shall be fifteen percent.

0323.04.2.2 for costs incurred under paragraph 0323.02.3, the Contractor's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to Contractor on account of overhead and profit of all Subcontractors shall be fifteen percent:

0323.04.2.3 no fee shall be payable on the basis of costs itemized under paragraphs 0323.02.4, 0323.02.5, and 0323.03;

0323.04.2.4 the amount of credit to be allowed by Contractor to Owner for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in Contractor's Fee by an amount equal to ten percent of the net decrease; and

0323.04.2.5 when both additions and credits are involved in any one change, the adjustment in Contractor's Fee shall be computed on the basis of the net change in accordance with paragraphs 0323.04.2.1 through 0323.04.2.4, inclusive.

0323.05 Whenever the cost of any Work is to be determined pursuant to Paragraph 0323.02 or 0323.03. Contractor will submit in form acceptable to Owner an itemized cost breakdown together with supporting data.

#### 0324 CHANGE OF THE CONTRACT TIME

The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to Owner within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless Owner allows an additional period of time to ascertain more accurate data. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

0324.01 The Contract Time will be extended in an amount equal to time lost due to

delays beyond the control of CONTRACTOR if he makes a claim therefor as provided in Paragraph 0324. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by Owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

- 0324.02 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Paragraph 0324 shall not exclude recovery for damages (*including compensation for additional professional services*) for delay by either party.

### 0325 CORRECTION OF WORK

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the review of the Owner who shall be the final judge of the quality and suitability of the work, material, processes of manufacture and methods of construction for the purpose for which they are used. Should they fail to meet his approval, they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Engineer shall be equitable. It is not intended that the Engineer should be liable for the Contractor's performance of the work nor for safety during construction.

### 0326 EXISTING UNDERGROUND UTILITIES AND STRUCTURES

- 0326.01 The Owners and/or operators of private or public utilities shall have access to such utility at all times, for the installation, maintenance, adjustment, repair and operation of said utility. No extra compensation will be allowed because of the delay or interference caused by such work.
- 0326.02 Wherever existing utilities are encountered which conflict in actual position and location with the proposed work, the Contractor shall promptly notify the Owner for resolution of the conflict.
- 0326.03 The Contractor shall be solely and directly responsible to the Owner and/or other operator of such utility properties for any damage, injury, expense, loss, inconvenience or delay, or for any suits, actions, claims of any character brought on account of any injuries or damages which may result from the carrying out of the work.

0327 SUBSURFACE CONDITIONS FOUND DIFFERENT

Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the plans or indicated in the specifications, he shall immediately give notice to the Owner of such conditions before they are disturbed. The Owner will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the plans or indicated in the specifications, he will at once make such changes in the plans and/or specifications as he may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 0323 of the General Conditions.

0328 CLAIMS FOR EXTRA WORK

No claim for extra work or cost shall be allowed unless the same was one in pursuance of a written order of the Owner and approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of Subparagraph 0322 of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

0329 RIGHT OF THE OWNER TO TERMINATE CONTRACT

In the event that any of the provisions of this contract are violated by the Contractor or by any of his Subcontractors, the Owner may serve written notice upon the Contractor and the surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the contract; provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site of the work and necessary therefor.

0330 CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated

construction progress schedule in form satisfactory to the Owner showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the Owner, (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimate of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

### 0331 PAYMENTS TO CONTRACTORS

0331.01 The amount of Retainage Schedule shall be as follows:

- 0331.01.1 • 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;
- 0331.01.2 • 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.
- 0331.01.3 • This Contract is governed by O.C.G.A. § 13-10-2 through O.C.G.A § 13-10-80, 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.
- 0331.01.4 • 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.

- 0331.02 Where a project is under the jurisdiction of a Force Account Agreement between the Owner and the Georgia Department of Transportation, the Contractor shall maintain a *daily* report of the amount of completed work as shown in the bid proposal. A copy of the accepted report appears in Appendix A, if applicable, at the end of this section and may be reproduced for use on this project. The Contractor's representative shall certify by signature that the report is accurate on behalf of the Contractor for the Owner (*shown as "Utility" on the report*). The Project Engineer representing the Georgia Department of Transportation shall certify by signature that the report is accurate for the "State". A copy of each days report properly certified as required by this part shall accompany each progress payment request by the Contractor. The quantity of work completed shown on the progress payment request *must* be supported by an equal quantity shown on the daily report for that progress payment period. Payment requested for quantities of work not supported by a properly certified daily report(s) may *not* be recommended for payment by the Owner.
- 0331.03 In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration. Where a project is under the jurisdiction of a Force Account Agreement between the Owner and the Georgia Department of Transportation, however, material delivered on the site and preparatory work done may *not* be taken into consideration.
- 0331.04 All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.
- 0331.05 The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails to do so, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed

to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

- 0331.06 If at any time the Owner shall determine that the amount of work completed at that time is lagging behind the expired contract time by more than 20 percent, the Owner may determine that the Contractor is not faithfully performing on the contract and therefore the Owner may elect to withhold all monies and refrain from making any additional payments to the Contractor until such time as the Owner determines the work to be progressing satisfactorily.

### 0332 ACCEPTANCE AND FINAL PAYMENT

When the project provided for under this contract shall have been completed by the Contractor, and all parts of the work have been approved by the Owner according to the contract, the Owner shall, within ten (10) days unless otherwise provided, make final inspection and advise the Contractor as to preparing a final estimate, showing the value of work as soon as the necessary measurements and computations can be made, all prior certificates or estimates upon which payments have been being made are approximately only, and subject to correction in the final payment. The amount of the final estimates, less any sums that may have been deducted or retained under the provisions of this contract, will be paid to the Contractor within sixty (60) days after approval by the Owner, provided that the contractor has properly maintained and operated the project as specified under these specifications, and provided, that he has furnished to the Owner a sworn affidavit to the effect that all bills are paid and no suits are pending in connection with the work done or labor and material furnished under this contract. A sample affidavit appears at the end of this section to be considered as an example of an acceptable affidavit.

### 0333 PAYMENTS BY CONTRACTORS

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used, and (c) to each of his Subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his



Subcontractors to the extent of each Subcontractor's interest therein.

#### 0334 CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

0334.01 The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been reviewed by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until the insurance has been so obtained and reviewed.

0334.01.1 Contractor's Liability Insurance: Contractor shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the work and Contractor's other obligations under the Contract Documents, whether such performance is indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

0334.01.1.1 Claims under workers' or workmen's compensation, disability benefits and other similar employees benefit acts;

0334.01.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

0334.01.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

0334.01.1.4 Claims for damages insured by personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (ii) by any other person for any other reason.

0334.01.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

0334.01.1.6 Claims for damages because of bodily injury or death of any person or property damage arising out of the Ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph shall include the specific coverages and be written for not less than the limits of liability and coverages provided in these specifications, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded will not be

cancelled, materially changed or renewal refused until at least thirty days prior written notice has been given to Owner. All such insurance shall remain in effect until final payment and at all times thereafter when Contractor may be correcting, removing or replacing defective work. In addition, Contractor shall maintain such completed operations insurance for at least one year after final payment and furnish Owner with evidence of continuation of such insurance at final payment. Renewal certificates shall be sent to the Owner 30 days prior to the expiration date of any policy required herein.

- 0334.02 Contractual Liability Insurance: The comprehensive general liability insurance required will include contractual liability insurance applicable to Contractor's obligations under separate contract and subcontracting.
- 0334.03 Unless otherwise provided in these General Conditions, Contractor shall purchase and maintain property insurance upon the work at the site to the full insurable value thereof (*subject to such deductible amounts as may be provided in these general conditions or required by law*). This insurance shall include the interest of Owner, Contractor and Subcontractors in the work, shall provide "all risk" insurance for physical loss and damage including but not limited to fire, lightning, windstorms, hail, smoke, explosion, riot, aircraft, vehicles, falling objects, flood, earthquake, theft, vandalism, malicious mischief, collapse, water damage and other perils, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (*including fees and charges of engineers, architects, attorneys and other professionals*). If not covered under the "all risk" insurance or otherwise provided in these General Conditions, Contractor shall purchase and maintain similar property insurance on portions of the work stored on and off the site or in transit when such portions of the work are to be included in an Application for Payment. The policies of insurance required to be purchased and maintained by Contractor in accordance with paragraphs c and d shall contain a provision that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days prior written notice has been given to the Owner.
- 0334.04 Contractor shall purchase and maintain such boiler and machinery insurance as may be required by these General Conditions or by law. This insurance shall include the interest of Owners, Contractor and Subcontractors in the work and shall provide coverage for all installed and functional mechanical equipment for the full replacement value of the equipment.
- 0334.05 Owner shall not be responsible for purchasing and maintaining any property insurance to protect the interests of Contractor or Subcontractors in the

work to the extent of any deductible amounts that are provided in the supplemental conditions. If Contractor wishes property insurance coverage within the limits of such amounts, Contractor may purchase and maintain it at his own expense.

0334.06 If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor, Owner will notify Contractor thereof within ten days of the date of delivery of such certificates, to Owner. Contractor will provide to the Owner such additional information in respect of insurance provided by him as Owner may reasonably request. The right of the Owner to review and comment on Certificates of Insurance is not intended to relieve the Contractor of his responsibility to provide insurance coverage as specified nor to relieve the Contractor of his liability for any claims which might arise.

0334.07 Partial Utilization - Property Insurance: If Owner finds it necessary to occupy or use a portion or portions of the work prior to Substantial Completion of all the work, such use or occupancy may be accomplished provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

0334.08 The Contractor shall carry and maintain Combined Excess Liability (*Umbrella*) Insurance for a limit of not less than the following:

Each Occurrence:	\$3,000,000
Aggregate:	\$3,000,000

0334.09 The limits of liability for the insurance required by paragraph 334.1.1. of the General Conditions shall provide coverage for not less than the following amounts or greater where required by law:

For claims under Worker's Compensation:

State	Statutory
Federal	Statutory
Employer's Liability – Each Accident:	\$1,000,000
Employer's Liability – Disease – Each Employee:	\$1,000,000
Employer's Liability – Disease – Policy Limit:	\$1,000,000

If the Contractor chooses to maintain a policy with a maximum of the state

mandated amounts of \$100,000 per accident, \$100,000 for disease per employee and a disease policy limit of \$500,000, the Contract required minimum of \$1,000,000 can be achieved by the excess liability policy required.

**General Liability Provided Per Occurrence (City of Dalton, GA must be shown as an additional insured.)**

Each Occurrence (Bodily and Property Damage Included): \$1,000,000

Fire Damage (*Any One Fire*): \$50,000  
Medical Expense (*Any One Person*): \$5,000

Personal and Adv Injury, With Employment  
Exclusion Deleted: \$1,000,000

General Aggregate (*Per Project*): \$2,000,000

Products and Completed Operations Aggregate: \$1,000,000

Notes: Property Damage Liability Insurance will provide explosion, collapse and underground hazard coverages where applicable. Each detonation of blasting shall be considered a single occurrence. General Liability shall include Contractual Liability as stipulated.

Comprehensive Automobile Liability:

Combined Single Limit Per Occurrence, For Any and  
All Autos, Including Bodily Injury and Property Damage: \$1,000,000

- 0334.10 Scope of Insurance and Special Hazards - The amounts stated above are minimum amounts of insurance to be carried. The Contractor shall carry such additional insurance as may be required to provide adequate protection of the Contractor and his Subcontractors, respectively, against any and all damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by his and, also, against any of the special hazards which may be encountered in the performance of this Contract.

Where the scope of work involves crossing of a railway and/or railway rights-of-way, Contractor shall be required to furnish railway with a Railroad Protective Liability Insurance Policy naming railway as the named insured and issued to the Contractor with a combined single limit of \$2,000,000 for all damages arising out of bodily injury, death, property damage liability and physical damage to property liability per occurrence with an aggregate limit of \$6,000,000.

**0334.11 Certificate Holder should read:**

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

0334.12 Insurance company must have an A.M. Best Rating of A-6 or higher. Insurance company must be licensed to do business by the Georgia Secretary of State. Insurance company must be authorized to do business in the State of Georgia by the Georgia Insurance Department.

0335 CONTRACT SECURITY

The Contractor shall furnish a Construction Performance Bond in an amount at least equal to one hundred percent (100%) of the contract prices as security for the faithful performance of this contract and also a Construction Payment Bond in an amount at least equal to one hundred percent (100%) of the contract price or in a penal sum not less than that prescribed by State, Territorial or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.

The surety company issuing the above required Construction Performance Bond must have an A.M. Best Rating of A-6 or higher. The surety company must be licensed to do business by the Georgia Secretary of State. Insurance company must be authorized to do business in the State of Georgia by the Georgia Insurance Department.

0336 ADDITIONAL OR SUBSTITUTE BOND

If at any time the Owner for justifiable cause shall be or become dissatisfied with any Surety or Sureties, then upon the Construction Performance or Payment Bonds, the Contractor shall within five (5) days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.

0337 LIEN

Neither the final payment nor any part of the retained percentage will become due until the Contractor, if required, shall furnish the Owner a complete release from any liens which may arise out of this contract, or receipts in full in lieu thereof, and if required in either case, an affidavit that insofar as he has knowledge or

information, the release and receipts include all materials, for which a lien might be filed. The Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify it against any lien. If a lien shall remain unsatisfied after all payments are made, then the Contractor shall refund to the Owner all monies which the latter may be compelled to pay in discharging such lien, including all incidental costs and attorney's fees.

0338 ASSIGNMENTS

The Contractor shall not assign the whole or any part of this contract or any money due to or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or part of any money due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assigned in and to any money due or to become due to the Contractor shall be subject to prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

0339 MUTUAL RESPONSIBILITY OF CONTRACTORS

If through acts of neglect on the part of the Contractor, any other Contractor or subcontractor, shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

0340 COORDINATION WITH OTHER CONTRACTORS

The Contractor shall coordinate his operations with those of other contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his Subcontractors shall keep informed of the progress and the detail work of other Contractors and shall notify the Owner immediately of lack of progress or defective workmanship on the part of other contractors. Failure of a Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

0341 SUBCONTRACTING

The Contractor shall utilize the service of specialty subcontractor on those parts of the work which, under normal contracting practices, are performed by specialty Subcontractors. Provided - that if the Owner shall determine that the specialty work in question has been customarily performed by the Contractor's own organization

and that such organization is presently competent to perform such work, the Contractor shall be permitted to do so. Provided, further - that if the Owner shall determine that the performance of any specialty work by specialty Subcontractors will result in materially increased costs or inordinate delays, the requirements of this paragraph shall not apply.

- 0341.01 The Contractor shall not be allowed to award work to any subcontractor prior to written approval of the Owner, which approval will not be given until the Contractor submits to the Owner, a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.
- 0341.02 The Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- 0341.03 The Contractor shall cause appropriate provisions to be inserted in all Subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.
- 0341.04 Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

#### 0342 USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

- 0342.01 To take every precaution against injuries to persons or damage to property;
- 0342.02 To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Contractors;
- 0342.03 To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
- 0342.04 To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
- 0342.05 Before final payment to remove all surplus material, false work, temporary structures, including foundations thereof, plant of any description and debris

of every nature resulting from his operations, and to put the site in a neat orderly condition;

0343 QUANTITIES OF ESTIMATE

Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this Contract, and such increase or diminution shall in no way vitiate this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

0344 RIGHTS-OF-WAY AND SUSPENSION OF WORK

The Owner shall furnish all land and rights-of-way necessary for the carrying out of this Contract and the completion of the work herein contemplated and will use due diligence in acquiring said land and rights-of-way as speedily as possible. But it is possible that all lands and rights-of-way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin his work upon such land and rights-of-way as the Owner may have previously acquired, and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining lands and rights-of-way. Should the Owner be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of any litigation, or by reason of its inability to procure any lands or rights-of-way for the said work, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, or, to withdraw from the contract except by consent of the Owner, but time for completion of the work will be extended to such time as the Owner determines will compensate for the time lost by such delay, such determination to be set forth in writing.

0345 GUARANTY

0345.01 All work constructed under this contract shall be fully guaranteed by the Contractor for a period of one year from the date of final inspection and acceptance by the Owner. This guarantee shall cover any and all defects in workmanship or materials that may develop in this specified time, and any failure in such workmanship or materials shall be repaired or replaced to the satisfaction of the Owner by the Contractor at his own expense.

0345.02 Neither the final certificate of payment nor any provision in the contract documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Contractor of liability in respect to any



express warranties or responsibility for faulty materials or workmanship.

0346 CONFLICTING CONDITIONS

Any provisions in any of the contract documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.

0347 NOTICE AND SERVICE THEREOF

Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail or email, to the said Contractor at his last given address, or delivered in person to the said Contractor or his authorized representative on the work.

0348 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

0349 SUSPENSION OF WORK

Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

0350 PROTECTION AND RESTORATION OF PROPERTY

- 0350.01 The Contractor shall not enter upon private property for any purpose without first obtaining permission, and he shall use every precaution necessary to prevent damage or injury to any public or private property, trees, fences, monuments, underground structures, etc., on and adjacent to the site of the work. He shall protect carefully, from disturbance or damage, all land monuments and property marks until an authorized agent has witnessed or otherwise referenced their location, and shall not remove them until directed.

- 0350.02 Except as specifically provided in the Contract Documents, the Contractor shall not do any work that would affect any railway track, pipeline, telephone, telegraph, or electric or transmission line, or other structure nor enter upon the right-of-way or other lands appurtenant thereto, until authority therefore has been secured from the proper parties. The Contractor shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference, or delay resulting from his requirement, except as specifically provided in the contract.
- 0350.03 The Contractor shall be responsible for all damage or injury to property of any character resulting from any act, omission, neglect, or misconduct in his manner or method of executing said work, or due to his nonexecution of said work, or at any time due to defective work or materials, and he shall not be released from said responsibility until the work shall have been completed and accepted.
- 0350.04 When or where any direct or indirect damage or injury is done to public or private property by, or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof on the part of the Contractor, he shall restore at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring, as may be directed, or he shall make good such damage or injury in an acceptable manner.

0351 RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor shall be responsible for all injury or damage of any kind resulting from his work, to persons or property. The Contractor hereby assumes the obligation to indemnify and save harmless the Owner including associates, agents and representatives, from every expense, liability, or payment arising out of or through injury to any person or persons including death and loss of services, or damage to property, regardless of who may be the Owner of the property, suffered through any cause whatsoever in the construction work involved in the contract and to defend on their behalf any suit brought against them arising from any such cause.

0352 INTEREST OF FEDERAL, STATE OR LOCAL OFFICIALS

No Federal, State or Local official shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

0353 OTHER PROHIBITED INTERESTS

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

0354 USE OF CHEMICALS

All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either E.P.A., or U.S.D.A. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

0355 MAINTENANCE OF TRAFFIC

0355.01 The Contractor shall notify the Owner and the appropriate department of transportation prior to performing any work which disrupts normal flow of traffic, and shall utilize appropriate warning signs, flagmen and other procedures necessary to ensure safety and minimize inconvenience to the public.

0356 ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the Construction Performance and Payment Bond.

0357 OWNER'S RIGHT TO SUSPEND WORK

The Owner shall have the authority to suspend the work, wholly or in part as he may deem necessary because of conditions unsuitable for proper prosecution of the work or failure on the part of the Contractor to carry out the provisions or to meet the specified requirements. The Contractor shall not suspend operations

without the Owner's permission.

### 0358 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 0358.01 It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "NOTICE TO PROCEED."
- 0358.02 The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- 0358.03 If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.
- 0358.04 The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.
- 0358.05 It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where, under the contract, an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

0358.05.1 To any preference, priority or allocation order duly issued by the Government;

0358.05.2 To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather

0358.06 Provided, further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay, and notify the Contractor within a reasonable time of its decision in this matter.

.....END OF SECTION .....

AFFIDAVIT FOR FINAL PAYMENT AND RELEASE OF LIENS

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

FROM: \_\_\_\_\_ (Contractor)

TO: CITY OF DALTON, GEORGIA \_\_\_\_\_ (Owner)

RE: Contract entered into the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the above mentioned parties for the construction of the project entitled PRATER ALLEY STORMWATER DETENTION PROJECT.

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned hereby certifies that all work required under the above Contract has been performed in accordance with the terms thereof, that all material-men, sub-contractors, mechanics, and laborers have been paid and satisfied in full and that there are not outstanding claims of any character arising out of the performance of the Contract which have been paid and satisfied in full.
2. The undersigned further certifies that to the best of their knowledge and belief there are not unsatisfied claims for damages resulting from injury or death to any employees, sub-contractors, or the public at large arising out of the performance of the Contract or any suits or claims for any other damage of any kind, nature or description on which might constitute a lien upon the property of the Owner.
3. The undersigned makes this final affidavit as provided by the Contract and agrees that acceptance of final payment shall constitute full settlement of all claims against the Owner arising under or by virtue of the Contract.
4. IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SIGNED: \_\_\_\_\_ (SEAL)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

Personally appeared before the undersigned who after being duly sworn, deposes and says that the facts stated in the above affidavit are true.

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Notary Public: \_\_\_\_\_ SEAL

My Commission Expires: \_\_\_\_\_,

\_\_\_\_\_ County,

SECTION 0400 – GENERAL NOTES

1. THE DATA, TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS/BID PACKAGE, OR IN ANY WAY INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED UPON FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS. HOWEVER, THE SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED AND DO NOT BIND THE CITY OF DALTON IN ANY WAY. THE ATTENTION OF THE BIDDER IS SPECIFICALLY DIRECTED TO GEORGIA DEPARTMENT OF TRANSPORTATION SPECIFICATION SECTIONS 102.04, 102.05, AND 104.03 OF THE SPECIFICATIONS.
2. ALL WORK ASSOCIATED WITH THIS CONTRACT SHALL BE DONE IN ACCORDANCE WITH THE MOST CURRENT GEORGIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, SPECIAL PROVISIONS, CONSTRUCTION DETAILS, AND THE **ARCADIS U.S., INC. PLANS INCLUDED AS EXHIBIT A.**
3. THE CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE (WHERE APPLICABLE) SUCH THAT WATER DOES NOT POND ON FINISHED SURFACES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL DRAINAGE STRUCTURES WITHIN THE LIMITS OF THE PROJECT THROUGHOUT THE DURATION OF THE PROJECT. ANY DEBRIS THAT GOES INTO DRAINAGE STRUCTURES SHALL BE CLEANED OUT BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE CITY.
5. TRAFFIC CONTROL SHALL BE PERFORMED IN ACCORDANCE WITH PART 6 OF THE 2009 MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS. A CERTIFIED FLAGGER WILL BE REQUIRED FOR THIS PROJECT.
6. THE CONTRACTOR WILL BE RESPONSIBLE FOR COORDINATING WITH DALTON UTILITIES AND OTHER UTILITY AGENCIES FOR THE COORDINATION AND ADJUSTMENTS (IF APPLICABLE) OF ALL UTILITIES LOCATED WITHIN THE PROJECT LIMITS.
7. CONTRACTOR IS REQUIRED TO CALL GA 811 OR FILE ONLINE A UTILITY LOCATE REQUEST PRIOR TO COMMENCING WORK AND MAINTAIN ACTIVE LOCATE FOR THE DURATION OF THE PROJECT.
8. TIME OF WORK RESTRICTIONS – NO WORK SHALL BE PERFORMED BETWEEN THE HOURS OF 5:30 PM AND 7:00 AM ON MONDAYS, AND BETWEEN THE HOURS OF 7:00 PM AND 7:00 AM TUESDAY THROUGH FRIDAY. DAMAGES FOR

FAILURE TO OBSERVE TIME OF WORK RESTRICTIONS SHALL BE ASSESSED TO THE CONTRACTOR AT THE RATE OF \$200 PER HOUR.

9. COORDINATION OF PROJECT WITH OWNERS – CONTRACTOR SHALL CONTINUOUSLY MAKE A GOOD FAITH EFFORT TO COORDINATE WORK ACTIVITIES WITH THE ADJACENT PROPERTY OWNERS AFFECTED BY THE PROJECT.
10. NOTE: GRASSING COMPLETE SHALL INCLUDE STRAW, SLOPE MIX SEED, PERMANENT SEED MIX, FERTILIZER, OR SOD AS SPECIFIED.
11. CONTRACTOR IS REQUIRED TO FURNISH THE CITY AN AS-BUILT SURVEY OF THE IMPROVEMENTS FROM A LICENSED SURVEYOR UPON COMPLETION OF THE PROJECT. NO SEPARATE PAYMENT WILL BE MADE FOR THIS SURVEY AND THE EXPENSE SHOULD BE INCLUDED IN GRADING COMPLETE.
12. EARTHWORK AND EXCAVATION (INCLUDING EARTHWORK SPOILS MATERIAL HAUL-OFF AND DEWATERING OF EXCAVATION, IF NEEDED) SHALL BE INCLUDED IN GRADING COMPLETE.
13. AN NOI IS NOT REQUIRED FOR THIS PROJECT. A GSWCC CERTIFIED PERSONNEL BLUE CARD HOLDER MUST BE PRESENT ON SITE AT ALL TIMES TO REPRESENT THE CONTRACTOR. A LOCAL LAND DISTURBANCE PERMIT IS REQUIRED TO BE FILED THROUGH WHITFIELD COUNTY. PLEASE CONTACT CHRIS HESTER, THE WHITFIELD COUNTY STORMWATER COORDINATOR, FOR INFORMATION REGARDING OBTAINING A LOCAL LAND DISTURBANCE PERMIT AT 706-281-1768.
14. RIGHT OF WAY/EASEMENTS: THERE ARE NO EASEMENTS ASSOCIATED WITH THE PROJECT, GIVEN THAT THE PROJECT IS LOCATED ON CITY-OWNED PROPERTY, AND THE CONSTRUCTION ENTRANCE IS LOCATED ON CITY-OWNED RIGHT-OF-WAY.





## CITY COUNCIL AGENDA REQUEST

<b>Meeting Type:</b>	Mayor & Council Meeting
<b>Meeting Date:</b>	May 6, 2024
<b>Agenda Item:</b>	Tentative Allocation of Grant Funds for Runway Rehabilitation at Airport
<b>Department:</b>	Airport
<b>Requested By:</b>	Andrew Wiersma
<b>Reviewed/Approved by City Attorney?</b>	N/A
<b>Cost:</b>	\$966,666
<b>Funding Source if Not in Budget</b>	General Fund

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

The runway at Dalton Airport has not been resurfaced since the 1980s. In June of 2022, the City of Dalton received a Federal grant allocation of \$155,000 for the design of runway 14/32 rehabilitation. Runway rehabilitation design is now complete and ready for construction. Engineer's estimate for construction is \$5,404,575.00. The FAA has approved discretionary dollars in the amount of \$2,400,000 and the State has approved funding in the amount of \$2,633,333.00. Total grant dollars available: \$5,033,333.00. Grant monies require local match funding in the amount of \$966,666.00 or roughly 16% of total project funding (\$6,000,000). Letter of intent to fund requires approval and signature by the Mayor.



**Russell R. McMurry, P.E., Commissioner**  
One Georgia Center  
600 West Peachtree NW  
Atlanta, GA 30308  
(404) 631-1990 Main Office

April 17, 2024

Via Email

The Honorable David Pennington, Mayor  
City of Dalton  
P.O. Box 1205  
Dalton, Georgia 30720

Dear Mayor Pennington:

The Department is pleased to announce a tentative allocation of federal funding assistance in the amount \$2,400,000 and state funding assistance in the amount of \$2,633,333 to rehabilitate runway 14-32 at the Dalton Municipal Airport.

Please confirm, by letter, **no later than May 7, 2024**, your intent to proceed with and fund this project in the state’s Fiscal Year 2025, which ends June 30, 2025. State funding for this project if unconfirmed by this date may be reassigned.

**This project will require matching funds from City of Dalton estimated in the amount of \$966,666.** This is a tentative allocation of funds, the actual contract amount will be based on competitive bids received to accomplish the project.

Damon Carr has been assigned as your Project Manager to assist in this tentative allocation award, including but not limited to, overall project coordination, federal and state guidance, and project review and scheduling. Please communicate with your project manager each month regarding your project’s status and schedule.

As acknowledgement to this tentative allocation award, please provide a confirmation letter.

Please contact Damon Carr, Aviation Project Manager, at (470) 715-5494 if you have any questions. We look forward to the successful completion of this project.

Sincerely,

Leigh Ann Trainer

Digitally signed by Leigh Ann Trainer  
DN: c=US, e=lrainer@dot.ga.gov,  
o=GDOT, ou=Division of Intermodal,  
CN=Leigh Ann Trainer  
Date: 2024.04.17 11:47:24-04'00'

Leigh Ann Trainer, Assistant Director  
Division of Intermodal

cc: Andrew Weirsma, Airport Manager  
Danny Morgan, Authority Chairman

**AIRPORT MANAGER**

ANDREW WIERSMA  
P.O. BOX 1205  
DALTON, GEORGIA 30722  
AIRPORT (706) 259-2200  
CELL (706) 618-4384  
[awiersma@daltonga.gov](mailto:awiersma@daltonga.gov)



**AIRPORT AUTHORITY**

DANNY MORGAN, CHAIRMAN  
EARL BOYD  
CHESTER CLARK  
BENNY DUNN  
LUIS PRIETO  
[www.daltonga.gov](http://www.daltonga.gov)

May 6, 2024

Mr. Russell R. McMurry, P.E., Commissioner  
Georgia Department of Transportation  
600 W. Peachtree St., NW  
Atlanta, GA 30308

Attn: Colette E. Williams, A.A.E., Aviation Program Manager

Dear Commissioner McMurry:

By copy of this letter, we confirm our intent to proceed with and fund rehabilitate runway 14-32 at the Dalton Municipal Airport.

1. In accordance with Department policy, we respectfully request state funding assistance in the amount of 50% of the eligible nonfederal share of the federal project and 75% of the state funded portion of the project.
2. Will meet the following project schedule:

<b>Project Activity</b>	<b>Date</b>
Bid Advertisement	<b>May</b>
Bid Opening	<b>June 6</b>
Certified Bid Tab Submittal	<b>June 7</b>

Sincerely,

Annalee Sams, Mayor  
City of Dalton

cc: Damon Carr, Aviation Project Manager  
Andrew Wiersma, Airport Manager



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** May 6<sup>th</sup>, 2024

**Agenda Item:** Public Safety Threat Alliance - Agreement

**Department:** Information Technology

**Requested By:** Jorge Paez

**Reviewed/Approved by City Attorney?** Yes

**Cost:** \$0

**Funding Source if Not in Budget** N/A

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

The City of Dalton Information Technology Department is seeking an approval to enter in agreement with Public Safety Threat Alliance. This agreement will benefit the City of Dalton in the aspect of cybersecurity intelligence to increase cyber maturity of the entire public safety landscape. This membership agreement is a no cost to the city of Dalton and the agreement can be terminated with a 30 day notice.

## Public Safety Threat Alliance Member Agreement

This Member Agreement (“**Agreement**”) is entered into between Public Safety Threat Alliance, a registered ISO established by Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**PSTA**”) and City of Dalton, (“**Member**”) with offices at 300 W. Waugh ST, Dalton, GA 30720. PSTA and Member will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement is effective as of the date of the last signature (the “**Effective Date**”).

**Whereas**, the Public Safety Threat Alliance was created to administer, collect and share cyber threat intelligence information with a focus on public safety systems and mission critical networks;

**Whereas**, the goal of the Public Safety Threat Alliance is to provide Members with cyber intelligence relevant to public safety, provide shared best practices, to raise cybersecurity awareness and increase cyber maturity of the entire public safety landscape through Public Safety Threat Alliance distributed content;

**Whereas**, Member desires to participate and contribute to the Public Safety Threat Alliance, and receive cyber threat intelligence information from the Public Safety Threat Alliance in accordance with the terms of this Agreement.

### 1. Definitions

“**Affiliate**” shall mean any company, corporation or other entity controlled by, in control of or under common control with Member and Member has authority to contractually bind the entity. For purposes of this definition, “control” means the ownership, legally or beneficially, directly or indirectly, of more than 50% of the voting shares or more than 50% of the assets of any company or corporation.

“**Authorized Users**” are Member’s employees, contractors, and the entities (if any) specified in an Ordering Document, provided such entity is an Affiliate of Member or otherwise approved by PSTA in writing (email from an authorized PSTA signatory accepted), which may include affiliates or other Member agencies.

“**Content Materials**” are anonymized, aggregated and/or other generalized information obtained from PSTA Members, PSTA customers and other external sources relating to security threat intelligence and mitigation data generally. Such Content Material may include, but is not limited to: third party threat vectors and IP addresses, file hash information, domain names, malware signatures and information, information obtained from third party sources, indicators of compromise, as well as tactics, techniques, and procedures used, learned or developed in the course of addressing security incidents. Content Materials may include Service Use Data and Personal Data.

“**Controller**” means the entity who collects and determines the purpose and means of Processing of Personal Data.

“**Data Protection Laws**” means all data protection laws and regulations applicable to a Party with respect to the Processing of Personal Data under the Agreement.

“**Data Subjects**” means the identified or identifiable person to whom Personal Data relates.

“**Metadata**” means data that describes other data.

“**PSTA Data**” means data owned by PSTA and made available to Member as Content Material.

**“Ordering Document”** means solution descriptions, equipment lists, statements of work, schedules, technical specifications, and other ordering documents setting forth the Fees associated with the Public Safety Threat Alliance Subscription, additional options or cyber security services to be purchased by Member and provided by PSTA and additional rights and obligations of the Parties.

**“Other Sources”** means sources of Content Material other than Member such as other Public Safety Threat Alliance Members, PSTA customers, third parties and sources providing publicly available information.

**“Personal Data”** means any information relating to an identified or identifiable natural person transmitted to PSTA by, through, or on behalf of Member and its Authorized Users as part of Content Material. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

**“Process”** or **“Processing”** means any operation or set of operations which is performed on Content Material, including Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**“Processor”** means the entity which Processes Personal Data on behalf of the Controller.

**“Security Incident”** means an incident leading to the accidental or unlawful destruction, loss, alteration or disclosure of, or access to Personal Data, while processed by PSTA.

**“Service Use Data”** means data generated about the use of the Products and Services through Customer’s use or PSTA’s support of the Products and Services, which may include Metadata, Personal Data, product performance and error information, activity logs, and date and time of use

**“Member Contact Data”** means data PSTA collects from Member and its Authorized Users for business contact purposes, including without limitation marketing, advertising, licensing, invoicing and sales purposes.

**“Sub-processor”** means other processors engaged by PSTA to Process Content Material which may include Personal Data.

**“Third Party Data”** means information obtained by PSTA from publicly available sources or its third party content providers which may be aggregated with Content Materials and thereby become part of Content Materials made available to Member by PSTA.

## **2. Public Safety Threat Alliance Participation**

**2.1 Member Participation.** As a Member participating in the Public Safety Threat Alliance, and as governed by the terms herein, Member agrees to: (1) PSTA’s collection of Content Material from Member, (2) the aggregation of such Content Material with Content Material derived from other sources, (3) the Processing, use and distribution of such Content Material to Other Sources and/or (4) PSTA’s other use of the Content Materials for lawful business purposes, including improving its products and services. In exchange for Member’s participation hereunder, PSTA will provide

Member access to and use of the Public Safety Threat Alliance Content Material subject to the terms and conditions set forth in this Agreement.

**2.2 Invoicing and Payment for Membership.** Fees and charges applicable to the Public Safety Threat Alliance Membership (the “Fees”) will be as set forth in the applicable Ordering Document. PSTA will invoice Member at the frequency set forth in the applicable Ordering Document, and Member will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in the applicable Ordering Document. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. PSTA may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document.

**2.2.1. Taxes.** The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, “Taxes”), all of which will be paid by Member, except as exempt by law, unless otherwise specified in an Ordering Document. If PSTA is required to pay any Taxes, Member will reimburse PSTA for such Taxes (including any interest and penalties) within thirty (30) days after Member’s receipt of an invoice therefore. Member will be solely responsible for reporting the Subscription, additional option or service for personal property tax purposes, and PSTA will be solely responsible for reporting taxes on its income and net worth.

### **3. Member Obligations**

**3.1. Content and Data Sharing.** Member agrees to (1) at its discretion, actively share with PSTA its own properly anonymized, aggregated or generalized information as relevant to the Content Material, and for proposed inclusion and distribution as Content Material for the Public Safety Threat Alliance; (2) authorize all Member’s Content Material for use and distribution under the terms of this Agreement and Addendum A Traffic Light Protocol (“TLP Designation”) Labeling; (3) designate any additional limitations or instructions on use and distribution of Member’s Content Material; (4) use and redistribute such Content Material only in accordance with the Agreement and the applicable TLP Designation that accompanied the Content Material and (5) to allow for processing of underlying security threat intelligence information as may be identified in any active monitoring or cyber related engagement between PSTA and Member. Member has no rights to de-identify the TLP Designation of Content Material.

**3.2 License and Use of Public Safety Threat Alliance Content Material.** PSTA grants Member a limited, non-transferable, non-sublicensable, and non-exclusive license to use the Content Material solely for the Member’s internal business purposes and only for security related functions. Except as it relates to the Member’s own information and subject to those rights granted under other agreements with PSTA, the Content Material, including any information contributed by other Members, PSTA customers or third parties, is or becomes the property of PSTA for the benefit of the Public Safety Threat Alliance and may be included in the Content Material. The Content Material is provided for the purpose of use by the Public Safety Threat Alliance and its Members. Member will not, and require it’s Authorized Users to not: (a) use the Content Material, or derivative information therefrom, for any purpose other than Member’s internal business purposes and only for security related functions; (b) disclose the Content Material, or derivative information therefrom, except in accordance with the TLP Designation. (c) “white label” the Content Material, or derivative information therefrom or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such Content Material, or derivative information therefrom, in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the Content Material; or (f) modify such Content Material, or derivative information therefrom, or combine any of it with Member’s own data or other data or use the data to build databases. Member acknowledges

having been advised that the Content Material, or derivative information therefrom, is protected in the U.S. and internationally by a variety of laws, including but not limited to, copyright laws and treaty provisions, trademark laws, patent laws and other proprietary rights laws. Member shall notify the Public Safety Threat Alliance immediately in the event of any use or redistribution of the Shared Data (i) in violation of the TLP Designation, or (ii) the terms of this Agreement.

**3.3 Confidentiality of the Content Material.** The Content Material and other information shared by Member and PSTA for the benefit of the Public Safety Threat Alliance is deemed to be confidential and “sensitive”, in accordance with Addendum A. Members will: (i) maintain the confidentiality of the Content Material and not disclose it to any third party, except as authorized by hereunder, or by the PSTA in writing or as required by a court of competent jurisdiction; (ii) restrict disclosure of the Content Material to its employees who have a “need to know” and not copy or reproduce the Content Material; (iii) take necessary and appropriate precautions to guard the confidentiality of the Content Material, including informing its employees who handle the Content Material that it is confidential and is not to be disclosed to others, but those precautions will be at least the same degree of care that the Member applies to its own confidential information and will not be less than reasonable care. The Parties acknowledge that the Cyber Information Security Act of 2015 (Sections 1503(d)(4)(B) and 1504(d)(3).c.) exempts disclosure under any state, local, or tribal “sunshine law” or similar law requiring disclosure of information or records.

**3.3.1. Use of Content Material.** In compliance with the restrictions on the use of Content Material in this Section 3.3, Section 3.2 (License and Use of Public Safety Threat Alliance Content Material) and elsewhere in this Agreement, and in the spirit of cooperation and mutual benefit intended among Members, Member agrees that it shall not use Content Material shared in confidence by another Member to the competitive disadvantage of, or to obtain a commercial advantage over, the sharing Member.

**3.4 Subscription Software License.** Subject to Member’s and its Authorized Users’ compliance with the Agreement, PSTA hereby grants Member and its Authorized Users a limited, non-transferable, non-sub-licenseable, and non-exclusive license to use the Public Safety Threat Alliance service and the associated documentation, solely for Member’s network enterprise defenses. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable), and will continue for the applicable Membership Term. Member may access, and use the Public Safety Threat Alliance service only in Member’s owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Public Safety Threat Alliance service remotely from any location. Member agrees to be bound by the terms of the web based and mobile application licenses accessible at login. No custom development work will be performed under this Agreement.

#### **4. Public Safety Threat Alliance - PSTA Obligations**

**4.1 Public Safety Threat Alliance Content Material.** PSTA will collect Content Material from Member and aggregate that Content Material with other Content Material collected from Other Sources. PSTA will share the Content Material with Member and Other Sources, subject to the terms of this Agreement.

**4.2 Anonymization of Content Material.** When pre-anonymized Content Material is provided by Member to PSTA for inclusion and distribution through the Public Safety Threat Alliance, PSTA shall have the right to use and distribute such Content Material without further anonymization. Notwithstanding the foregoing, PSTA reserves the right to further anonymize, generalize or aggregate any such provided information, in its sole discretion, prior to release and distribution as part of the Content Material. For avoidance of doubt, PSTA has the sole and absolute discretion



relating to the inclusion or exclusion of information from the Content Material and may edit, modify, revise, shorten or choose not to use proposed contributions of information offered from Member or Other Sources.

**4.3 Grant of License to Content Material by Member** Member grants PSTA, its subcontractors and Sub-Processors a royalty-free, worldwide, non-exclusive license to use, Process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from Content Material from Member and to sub-license, communicate, transmit, and distribute such Content Material to Other Sources in connection with furtherance of the purposes set forth in the Recitals to this Agreement..

## **5. PSTA Processing of Content Materials Including Personal Data**

**5.1 Roles of the Parties.** The Parties agree that with regard to the Processing of Personal Data hereunder, Member is the Controller and PSTA is the Processor.

**5.2 PSTA's Processing of Content Materials.** PSTA and Member agree that PSTA may only use and Process Content Material, including the Personal Data embedded in Service Use Data, in accordance with applicable law and Member's documented instructions for the following purposes: (i) to perform under the Agreement including but not limited to as set forth in section 4 above; (ii) analyze Data to operate, maintain, manage, and improve the Public Safety Alliance; and (iii) create new products and services. PSTA and Member agree that this Agreement and Member's use of the Content Material are Member's complete and final documented instructions to PSTA for the Processing of Content Materials, including Personal Data. Any additional or alternate instructions must be agreed to in writing as an amendment to this Agreement. Member represents and warrants to PSTA that Member's instructions, including appointment of PSTA as a Processor, have been authorized by the relevant controller. Content Materials may be processed by PSTA at any of its global locations and/or disclosed to Sub-processors. It is Member's responsibility to notify Authorized Users of PSTA's collection and use of Content Materials, including Personal Data, and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use. Member represents and warrants to PSTA that it has complied with the terms of this provision.

**5.3 Details of Processing.** All Personal Data processed by PSTA through the Public Safety Threat Alliance shall be for purposes described herein and only for the duration of the operation of the Public Safety Threat Alliance. The categories of Data Subjects and types of Personal Data are set forth on **Annex I** to this Agreement.

**5.4 Disclosure of Processed Data.** Member agrees PSTA may disclose and share any Content Materials with Other Sources, in PSTA's discretion, to further the purposes of the Public Safety Threat Alliance. In the event a government or supervisory authority demands access to Content Material, to the extent allowable by law, PSTA will provide Member with notice of receipt of the demand to provide sufficient time for Member to seek appropriate relief in the relevant jurisdiction. In all circumstances, PSTA retains the right to comply with applicable law. PSTA must ensure that its personnel are subject to a duty of confidentiality with respect to Personal Data, and will contractually obligate its sub-processors to a duty of confidentiality, with respect to the handling of Personal Data contained in Content Materials.

**5.5 Member's Compliance Obligations.** Member is solely responsible for its compliance with all Data Protection Laws and establishing and maintaining its own policies and procedures to ensure such compliance. Member must not use the Public Safety Threat Alliance Content Material in a manner that would violate applicable Data Protection Laws. Member must have sole responsibility

for (i) the lawfulness of any transfer of Personal Data to PSTA, (ii) the accuracy, quality, and legality of Personal Data provided to PSTA; (iii) the means by which Member acquired Personal Data, and (iv) the provision of any required notices to, and obtaining any necessary acknowledgements, authorizations or consents from Data Subjects. Member takes full responsibility to keep the amount of Personal Data provided to PSTA to the minimum necessary for PSTA to perform in accordance with the Agreement.

**5.6. PSTA as a Controller or Joint Controller.** In all instances where PSTA acts as a Controller it must comply with the applicable provisions of the PSTA Privacy Statement at [https://www.PSTAsolutions.com/en\\_us/about/privacy-policy.html#privacystatement](https://www.PSTAsolutions.com/en_us/about/privacy-policy.html#privacystatement) as each may be updated from time to time. PSTA holds all Member Contact Data as a Controller and must Process such Member Contact Data in accordance with the PSTA Privacy Statement. In instances where PSTA is acting as a Joint Controller with Member, the Parties must enter into a separate addendum to the Agreement to allocate the respective roles as joint controllers.

## **5.7 Sub-processors.**

**5.7.1 Use of Sub-processors.** Member agrees that PSTA may engage Sub-processors who in turn may engage Sub-processors to Process Content Materials, including Personal Data in accordance with this Agreement. A current list of Sub-processors is set forth at **Annex II** When engaging Sub-processors, PSTA must enter into agreements with the Sub-processors to bind them to obligations which are substantially similar or more stringent than those set out in this Agreement.

**5.7.2 Changes to Sub-processing.** The Member hereby consents to PSTA engaging Sub-processors to process Member Data provided that: (i) PSTA must use its reasonable endeavors to provide prior notice of the addition or removal of any Sub-processor, which may be given by posting details of such addition or removal at a URL provided to Member in **Annex II**; (ii) PSTA imposes data protection terms on any Sub-processor it appoints that protect the Personal Data to the same standard provided for by this Agreement; and (iii) PSTA remains fully liable for any breach of this clause that is caused by an act, error or omission of its Sub-processor(s). The Member may object to PSTA's appointment or replacement of a Sub-processor prior to its appointment or replacement, provided such objection is based on reasonable grounds relating to data protection. In such event, PSTA will either appoint or replace the Sub-processor or, if in PSTA's discretion this is not feasible, the Customer may terminate this Agreement.

**5.8. Data Subject Requests.** PSTA must, to the extent legally permitted, promptly notify Member if it receives a request from a Data Subject, including without limitation requests for access to, correction, amendment, transport or deletion of such Data Subject's Personal Data and, to the extent applicable, PSTA must provide Member with commercially reasonable cooperation and assistance in relation to any complaint, notice, or communication from a Data Subject. Member must respond to and resolve promptly all requests from Data Subjects which PSTA provides to Member. Member must be responsible for any reasonable costs arising from PSTA's provision of such assistance under this Section.

**5.9. Data Transfers.** PSTA agrees that it must not make transfers of Personal Data under this Agreement from one country's jurisdiction to another unless such transfers are performed in compliance with this Agreement and applicable Data Protection Laws. PSTA agrees to enter into appropriate agreements with its affiliates and Sub-processors, which will permit PSTA to transfer Personal Data to its affiliates and Sub-processors. PSTA agrees to amend as necessary its agreement with Member to permit transfer of Personal Data from PSTA to Member. PSTA also agrees to assist the Member in entering into agreements with its affiliates and Sub-processors if required by applicable Data Protection Laws for necessary transfers.

**5.10. Security.** PSTA must implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk posed by the Processing of Personal Data, taking into account the costs of implementation; the nature, scope, context, and purposes of the Processing; and the risk of varying likelihood and severity of harm to the data subjects..

**5.10.1. Security Incident Notification.** If PSTA becomes aware of a Security Incident involving Personal Data provided by Member, then PSTA must (i) notify Member of the Security Incident without undue delay, (ii) investigate the Security Incident and apprise Member of the details of the Security Incident and (iii) take commercially reasonable steps to stop any ongoing loss of Personal Data due to the Security Incident if in the control of PSTA. Notification of a Security Incident must not be construed as an acknowledgement or admission by PSTA of any fault or liability in connection with the Security Incident. PSTA must make reasonable efforts to assist Member in fulfilling Member's obligations under Data Protection Laws to notify the relevant supervisory authority and Data Subjects about such incident.

#### **5.11. Data Retention and Deletion.**

Except for anonymized Personal Data, or as otherwise provided under the Agreement, PSTA will delete all Personal Data provided by Member no later than eighteen (18) months following termination or expiration of this Agreement unless otherwise required to comply with applicable law.

**5.12. CCPA and CPRA.** If PSTA is Processing Personal Data within the scope of the California Consumer Protection Act ("CCPA") and/or the California Privacy Rights Act ("CPRA") (collectively referred to as the "California Privacy Acts"), Member acknowledges that PSTA is a "Service Provider" within the meaning of the California Privacy Acts. PSTA must process Member Data and Personal Data on behalf of Member and, not retain, use, or disclose that data for any purpose other than for the purposes set out in this DPA and as permitted under the California Privacy Acts including under any "sale" exemption. In no event will PSTA or Member sell any such data. If a California Privacy Act applies, Personal Data must also include any data identified with the California Privacy Acts or Act's definition of personal data. PSTA shall provide Member with notice should it determine that it can no longer meet its obligations under the California Privacy Acts, and the parties agree that, if appropriate and reasonable, Member may take steps necessary to stop and remediate unauthorized use of the impacted Personal Data.

**5.13. CPA.** If PSTA is Processing Personal Data within the scope of the Colorado Privacy Rights Act ("CPA"), PSTA will comply with its obligations under the CPA, and shall make available to Member all information in its possession necessary to demonstrate compliance with obligations in accordance with § 6-1-1305(5)(d)(II)(A) of the CPA.

**5.14. PSTA Contact.** If Member believes that PSTA is not adhering to its privacy or security obligations hereunder, Member must contact the PSTA Data Protection Officer at PSTA Solutions, Inc., 500 W. Monroe, Chicago, IL USA 90661-3618 or at [privacy1@PSTAsolutions.com](mailto:privacy1@PSTAsolutions.com).

## **6. Term and Termination**

This Agreement will be for a twelve (12) month period and will automatically renew for an additional twelve (12) month period unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current term. PSTA may terminate this Agreement or suspend collection or delivery of the Content Material immediately if (a) Member breaches the Agreement relating to its responsibilities, license obligations, or restrictions relating to the Content Material, or (b) PSTA determines that Member's use of the Content Material poses, or may pose, a security or other risk or adverse impact to the Public Safety Threat Alliance, PSTA, PSTA's systems,

or any third party (including other Public Safety Threat Alliance Members or PSTA customers). Member acknowledges that PSTA made a considerable investment of resources in the development, formation, and operations of the Public Safety Threat Alliance and that Member's breach of the Agreement will result in irreparable harm to the Public Safety Threat Alliance and PSTA for which monetary damages would be inadequate. If Member breaches this Agreement, in addition to termination, the Public Safety Threat Alliance and PSTA will be entitled to all available remedies at law or in equity (including immediate injunctive relief). In addition to any other termination rights PSTA may terminate the Agreement, in whole or in part, in the event it plans to cease offering the Public Safety Threat Alliance to Members.

## **7 LIMITATION OF LIABILITY**

**7.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES.** EXCEPT FOR PERSONAL INJURY OR DEATH, PSTA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, SUBPROCESSORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "PSTA PARTIES") WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER PSTA OR MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF PSTA OR MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

**7.2. DIRECT DAMAGES.** EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE PSTA OR MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THIS AGREEMENT, WILL NOT EXCEED TEN THOUSAND DOLLARS (\$10,000). FOR AVOIDANCE OF DOUBT, THE LIMITATION IN THIS SECTION 7.2 APPLY IN THE AGGREGATE TO INDEMNIFICATION OBLIGATIONS ARISING OUT OF THIS AGREEMENT OR ANY RELATED ADDENDUM HERETO.

**7.3. ADDITIONAL EXCLUSIONS.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT OR ANY RELATED ADDENDUM, PSTA AND MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) MEMBER DATA OR CONTENT MATERIAL INCLUDING ITS TRANSMISSION TO OR RECEIPT FROM PSTA OR MOTOROLA, THROUGH THE PUBLIC SAFETY THREAT ALLIANCE; (B) CUSTOMER-PROVIDED EQUIPMENT, CONTENT MATERIAL, THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, SERVICES, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA, HACKING, RANSOMWARE, OR OTHER THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF CONTENT MATERIAL BY ANY PERSON OTHER THAN PSTA OR MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE CONTENT MATERIALS; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) MEMBER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR ANY RELATED AGREEMENT OR MISUSE OF THE PUBLIC SAFETY THREAT ALLIANCE; (H) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (I) DISRUPTION OF OR DAMAGE TO MEMBER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (J) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE CONTENT MATERIAL OR OTHERWISE, OR INTERPRETATION, USE, OR MISUSE THEREOF; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES. THE CONTENT MATERIAL IS PROVIDED AS IS AND IS DISTRIBUTED FOR INFORMATION PURPOSES ONLY AND IS NOT WARRANTED FOR COMPLETENESS, TIMELINESS, ACCURACY,

MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, AVAILABILITY OR OTHERWISE.

**8. Left Blank.**

**9. General Provisions**

**9.1 Third-Party Beneficiaries.** The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties.

**9.2 Entire Agreement; General Information.** This Agreement constitutes the entire agreement between Member and the PSTA with respect to the subject matter hereof and governs the use of Content Material and other related services. If any provision of this Agreement is held to be invalid by any law, rule, order or regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision of this Agreement. The failure of PSTA or Motorola to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. The Parties agree that the statutes and laws of the United States and the State of Member's jurisdiction without regard to conflicts of laws principles, will apply to all matters relating to this Agreement, and that any litigation shall be subject to the exclusive jurisdiction of the state or federal courts in the State of Member's jurisdiction. The Parties further agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

**9.3 Authority.** Each party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the party. The terms of this Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Member purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

**9.4. Assignment and Subcontracting.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. PSTA or Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, (d) to a non-profit entity approved as an ISAO or (e) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

**9.5. Independent Contractors.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

**9.6. Interpretation.** The section headings in this Agreement are included only for convenience. The words “including” and “include” will be deemed to be followed by the phrase “without limitation”. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

**9.7. Notices.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

**9.8. Cumulative Remedies.** Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

**9.9. Survival.** The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3 - Member Obligations; Section 6 - Term and Termination; Section 7 - LIMITATION OF LIABILITY; Section 8 - Member Indemnity; Section 9.7 - Notices and Section 9.8 - Cumulative Remedies.

**PSTA, Registered ISAO  
Motorola Solutions, Inc.**

**Member:** City of Dalton

Signed: *Leah Schmid*

Signed: \_\_\_\_\_

Name: Leah Schmid

Name: Analee Sams

Title: Director, Business Operations

Title: Mayor, City of Dalton

Date: 03/01/2023

Date: May 6th, 2024

Signed pursuant to a delegation of authority from:

Name: Scott Kaine

Title: Corporate Vice President

Entity: Motorola Solutions, Inc.

## ADDENDUM A - Traffic Light Protocol Labeling

Public Safety Threat Alliance furnished Intelligence information shall not include classified information. The Member and PSTA agree that all information submitted, processed, stored, archived, or disposed of on or through Public Safety Threat Alliance is “sensitive” information and will be labeled and handled in accordance with the [U.S. Department of Homeland \(“DHS”\) Security classification guidelines](#) (Traffic Light Protocol (TLP)).

As part of the PSTA, agencies and other Members are encouraged to share their own cybersecurity threat experiences to improve the awareness and readiness of the overall group. Submitting agencies should stipulate the level of disclosure required for their submissions according to the PSTA Traffic Light Protocol (TLP), based upon the [CISA Traffic Light Protocol guidance](#), which helps all Members submit and leverage insights while being respectful of the submitting agency’s preferences.

### NOT FOR DISCLOSURE:

Restricted to the immediate PSTA participants only

When should it be used? - Sources may use **TLP:RED** when information cannot be effectively acted upon by additional parties, and could lead to impacts on a party's privacy, reputation, or operations if misused.

How may it be shared? - Recipients may not share **TLP:RED** information with any parties outside of the specific exchange, meeting, or conversation in which it was originally disclosed. In the context of a meeting, for example, **TLP:RED** information is limited to those present at the meeting. In most circumstances, **TLP:RED** should be exchanged verbally or in person.

### LIMITED DISCLOSURE:

Restricted to participants’ organizations

When should it be used? - Sources may use **TLP:AMBER** when information requires support to be effectively acted upon, yet carries risks to privacy, reputation, or operations if shared outside of the organizations involved.

How may it be shared? - Recipients may only share **TLP:AMBER** information with Members of their own organization, and with clients or customers who need to know the information to protect themselves or prevent further harm. **TLP:AMBER+STRICT** Restricts sharing to the organization only.

### LIMITED DISCLOSURE

Restricted to the community

When should it be used? - Sources may use **TLP:GREEN** when information is useful for the awareness of all participating organizations as well as with peers within the broader community or sector.

How may it be shared? - Recipients may share **TLP:GREEN** information with peers and partner organizations within their sector or community, but not via publicly accessible channels.

Information in this category can be circulated widely within a particular community. **TLP:GREEN** information may not be released outside of the community.

### DISCLOSURE IS NOT LIMITED

When should it be used? - Sources may use **TLP:CLEAR** when information carries minimal or no foreseeable risk of misuse, in accordance with applicable rules and procedures for public release.

How may it be shared? - Subject to standard copyright rules, **TLP:CLEAR** information may be distributed without restriction.

## **ANNEX I**

### ***A. Categories of Data Subjects whose Personal Data may be transferred***

Content Material provided by Member and Content Material from Other Sources which will be aggregated may include the Member's or Other Sources representatives and end-users including employees, contractors, collaborators, and customers of the same. Data subjects may also include individuals attempting to communicate or transfer personal information to users of the Public Safety Threat Alliance provided by PSTA. PSTA acknowledges that, depending on Member's use of the Public Safety Threat Alliance, Member may elect to include personal data from any of the following types of data subjects in the Content Materials:

- Employees, contractors, and temporary workers (current, former, prospective) of data exporter;
- Dependents of the above;
- Data exporter's collaborators/contact persons (natural persons) or employees, contractors or temporary workers of legal entity collaborators/contact persons (current, prospective, former);
- Users (e.g., customers, clients, patients, visitors, etc.) and other data subjects that are users of data exporter's services;
- Partners, stakeholders or individuals who actively collaborate, communicate or otherwise interact with employees of the data exporter and/or use communication tools such as apps and websites provided by the data exporter;
- Stakeholders or individuals who passively interact with Member (e.g., because they are the subject of an investigation, research or mentioned in documents or correspondence from or to the data exporter);
- Minors; or
- Professionals with professional privilege (e.g., doctors, lawyers, notaries, religious workers, etc.).

### ***D. Categories of Personal Data transferred***

Through Member's use of the Public Safety Threat Alliance, Member may elect to include personal data from any of the following categories:

- Basic personal data (for example place of birth, street name, and house number (address), Agreemental code, city of residence, country of residence, mobile phone number, first name, last name, initials, email address, gender, date of birth), including basic personal data about family members and children;
- Authentication data (for example user name, password or PIN code, security question, audit trail);



- Contact information (for example addresses, email, phone numbers, social media identifiers; emergency contact details);
- Unique identification numbers and signatures (for example Social Security number, bank account number, passport and ID card number, driver's license number and vehicle registration data, IP addresses, employee number, student number, patient number, signature, unique identifier in tracking cookies or similar technology);
- Pseudonymous identifiers;
- Financial and insurance information (for example insurance number, bank account name and number, credit card name and number, invoice number, income, type of assurance, payment behavior, creditworthiness);
- Commercial Information (for example history of purchases, special offers, subscription information, payment history);
- Biometric Information (for example DNA, fingerprints and iris scans);
- Location data (for example, Cell ID, geo-location network data, location by start call/end of the call. Location data derived from use of wifi access points);
- Photos, video, and audio;
- Internet activity (for example browsing history, search history, reading, television viewing, radio listening activities);
- Device identification (for example IMEI-number, SIM card number, MAC address);
- Profiling (for example based on observed criminal or antisocial behavior or pseudonymous profiles based on visited URLs, click streams, browsing logs, IP-addresses, domains, apps installed, or profiles based on marketing preferences);
- HR and recruitment data (for example declaration of employment status, recruitment information (such as curriculum vitae, employment history, education history details), job and position data, including worked hours, assessments and salary, work permit details, availability, terms of employment, tax details, payment details, insurance details and location, and organizations);
- Education data (for example education history, current education, grades and results, highest degree achieved, learning disability);
- Citizenship and residency information (for example citizenship, naturalization status, marital status, nationality, immigration status, passport data, details of residency or work permit);
- Information processed for the performance of a task carried out in the public interest or in the exercise of an official authority;
- Special categories of data (for example racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data for the purpose

of uniquely identifying a natural person, data concerning health, data concerning a natural person's sex life or sexual orientation, or data relating to criminal convictions or offenses); or

- Any other personal data identified under applicable law or regulation.

## **ANNEX II**

List of Sub-Processors:

Cyware

## PUBLIC SAFETY THREAT ALLIANCE ORDERING DOCUMENT

# FEES

Please see the pricing summary included below.

Part Number	Description	Annual Price
N/A	Public Safety / Public Sector Membership	\$0
SWV00S03680A	PSTA Strategic Partner Membership	\$0

A Strategic Partner is any non-Public Safety / Public Sector entity



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting  
**Meeting Date:** 05-06-24  
**Agenda Item:** Housing Authority Appointments  
**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:**

Appointments to the Dalton Housing Authority

**Board Appointments**

<b>Type</b>	<b>Appointment</b>	<b>New Member</b>	<b>Current Member</b>	<b>Term</b>	<b>Expiration</b>
Housing	Authority	Bethel, Lynsey	Board Expanded to 9 Members - New Authority Position	5 Year	5/6/29
Housing	Authority	Acosta, Roy	Board Expanded to 9 Members - New Authority Position	5 Year	5/6/29
Housing	Authority	Hill, Richard Dr.	Board Expanded to 9 Members - New Authority Position	5 Year	5/6/29
Housing	Authority	Manay, Pallavi	Brock, Courtney	Balance	10/14/26



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 5/6/2024

**Agenda Item:** **The request of Juan Figueroa to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) a tract of land totaling 0.25 acres located at 911 Riverbend Road, Dalton, Georgia. Parcel (12-255-03-029) (Dalton)**

**Department:** Planning and Zoning

**Requested By:** Ethan Calhoun

**Reviewed/Approved by City Attorney?** Sent for Review

**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:**

See attached staff analysis and recommendation

**ORDINANCE NO. 24-07**

To rezone property of J. Figueroa Construction, LLC from a Heavy Manufacturing (M-2) Classification to a Rural Residential (R-5) Classification; to provide for an effective date; to provide for the repeal of conflicting ordinances; to provide for severability; and for other purposes.

**WHEREAS**, J. Figueroa Construction, LLC, by and through its authorized agent, Juan Figueroa, has petitioned for rezoning of certain real property it owns from M-2 classification to R-5 classification;

**WHEREAS**, the application for rezoning appears to be in proper form and made by all owners of the Property sought to be rezoned;

**WHEREAS**, the rezoning is in conformity with the City of Dalton Joint Comprehensive Plan; and

**WHEREAS**, all other procedures as required by Georgia law have been followed.

**NOW, THEREFORE, BE IT HEREBY ORDAINED**, by the Mayor and Council of the City of Dalton, Georgia, as follows:

**Section 1.**

The real property as described in Exhibit “A” (the “Property”), which is attached to and incorporated herein as a part of this Ordinance, is hereby rezoned from M-2 classification to R-5 classification.

**Section 2.**

This Ordinance shall be effective as of the date of approval of this Ordinance.

**Section 3.**

The City Clerk is instructed to send a copy of this Ordinance to the Dalton-Whitfield Zoning Administrator with a request to record this rezoning on the Official Zoning Map of Whitfield County, Georgia.

**Section 4.**

All ordinances and parts of ordinances in conflict with this Ordinance are repealed.

**Section 5.**

It is hereby declared to be the intention of the Mayor and Council of the City of Dalton that the section, paragraphs, sentences, clauses and phrases of this Ordinance are severable and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or otherwise invalid by a court of competent jurisdiction such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance.

**SO ORDAINED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

The foregoing Ordinance received its first reading on \_\_\_\_\_ and a second reading on \_\_\_\_\_. Upon second reading a motion for passage of the ordinance was made by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and upon the question the vote is \_\_\_\_\_ ayes, \_\_\_\_\_ nays, and the Ordinance is adopted.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR/MAYOR PRO TEM

A true copy of the foregoing Ordinance has been published in two public places within the City of Dalton for five (5) consecutive days following passage of the above-referenced Ordinance as of \_\_\_\_\_.

\_\_\_\_\_  
CITY CLERK, CITY OF DALTON



## EXHIBIT "A"

Tax Parcel ID # 12-255-03-029

All that tract or parcel of land lying and being in the City of Dalton, Georgia, and being in Land Lot 255, 12th District, 3rd Section, Whitfield County, Georgia, and being more particularly described as Lots 165 and 166 of the Fifth Avenue Subdivision, as per plat of said subdivision recorded in Plat Book 2, Page 50, Deed Records of Whitfield County, Georgia, reference to which is herein made for a more full and complete description. (See Deed Book 175, Page 92).

**DALTON-VARNELL-WHITFIELD COUNTY PLANNING COMMISSION  
503 WEST WAUGH STREET  
DALTON, GA 30720**

**MEMORANDUM**

**TO:** City of Dalton Mayor and Council  
Andrew Parker  
Jonathan Bledsoe  
Jean Price-Garland

**FROM:** Jim Lidderdale  
Chairman

**DATE:** May 2, 2024

**SUBJECT: The request of Juan Fiqueroa to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) a tract of land totaling 0.25 acres located at 911 Riverbend Road, Dalton, Georgia. Parcel (12-255-03-029) (Dalton)**

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on April 22, 2024, at 6:00 p.m. at the Whitfield County Courthouse meeting room. A portion of the agenda included a public hearing concerning the above matter. A quorum of five members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petitioner was not represented.

**Public Hearing Summary:**

The petitioner was absent, so there was no public hearing.

**Recommendation:**

**Since the petitioner failed to be present at two consecutive public hearings, the recommendation from the Planning Commission is a denial based on the Unified Zoning Ordinance Procedures and Standards.**

**STAFF ANALYSIS**  
**REZONING REQUEST**  
*Unified Zoning Ordinance*

**ZONING CASE:** Juan Figueroa is seeking to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) a tract of land (parcel 12-255-03-029) containing a total of 0.25 acres located at 911 Riverbend Rd. The subject property has contained the current single-family detached dwelling since 1958 according to Whitfield County Tax records: The petitioner's request was made to restore electric service to the dwelling for re-occupation.

The surrounding uses and zoning are a small vacant tract of land to the north zoned M-2. A larger tract of land to the east is zoned M-2 which contains a small commercial/industrial building. A comparably sized tract of land to the south that contains a single-family detached dwelling that is also zoned M-2. A larger tract of land to the west contains two single-family detached dwellings and is zoned M-2. Also to the west is a tract of land that contains a large manufacturing building.

The subject property is within the jurisdiction of the City of Dalton Mayor and Council.

**CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS**

**(A) Whether the proposed amendment would allow a use that is generally suitable for the site compared to other possible uses and whether the proposed change is consistent with the established land use pattern and zoning of adjacent and nearby properties.**

The subject property, along with other adjacent properties, has been developed for single-family detached use for over 50 years. The City's former pyramid-style zoning ordinance would have permitted residential uses in the M-2 zone district, which may explain the existence of the M-2 zone at this location despite the long-standing residential development pattern. This area is host to a number of varying developments from single-family detached, commercial, and industrial with the subject property appearing to be within a small "pocket neighborhood."

**(B) Whether the proposed amendment would adversely affect the economic value or the uses of adjacent and nearby properties.**

The proposed rezoning would likely have no negative impacts on any of the surrounding adjacent properties.

**(C) Whether the subject property has a reasonable economic use as currently zoned, considering the suitability of the subject property for the proposed zoned uses.**

The M-2 zone district of the UZO is intended solely for high-intensity industrial and manufacturing developments.

**(D) Whether there is relative gain to the health, safety, morals, or general welfare of the public as compared to any hardship imposed upon the individual owner under the existing zoning.**

N/A

**(E) Whether the proposed (R-5) amendment, if adopted or approved, would result in a use which would or could cause an excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other utilities, as contrasted with the impact under the existing zoning.**

This is an area with an abundance of public utility capacity for both water and sewer as well as proximity to one of the county's arterial corridors, so there would be no expectation for a burden in regard to public infrastructure if this rezoning is approved.

**(F) Whether the property sought to be rezoned (or annexed) is in conformity with the policy and intent of the adopted joint comprehensive plan or equivalent. If not, has the plan already been amended, officially or unofficially, by the development of uses which are contrary to the plan recommendation, and if the plan has been amended, does this rezoning or annexation request allow uses which are compatible to the existing uses in the vicinity.**

The comprehensive plan's future development map shows this property to be within the Town Neighborhood Revitalization character area. This character area is intended to promote reinvestment in aging residential neighborhoods where blight and high vacancy rates are notable. The proposed rezoning is an excellent fit based on the intent of the Comprehensive Plan and Town Neighborhood Revitalization character area.

**(G) Whether there are any other conditions or transitional patterns affecting the use and development of the property to be rezoned or annexed, which give grounds for approval or disapproval of the proposed zoning proposal. Whether the proposed zoning change constitutes an "entering wedge" and is a deterrent to the use, improvement, or development of adjacent property within the surrounding zone districts or would create an isolated, unrelated district (spot zone) as interpreted by current Georgia law.**

No issues were identified here. The proposed rezoning would establish an island of R-5 zoning entirely surrounded by the M-2 zone district, but the majority of adjacent properties are developed for single-family detached use rather than manufacturing.

**(H) Whether the subject property, as currently zoned, is vacant and undeveloped for a long period of time, considered in the context of land development in the vicinity or whether there are environmental or cultural factors, like steep slopes, flood plain, storm water, or historical issues that influence the development of the subject property under any zoning designation.**

N/A

#### **CONCLUSION:**

The staff can provide a recommendation to approve the requested R-5 rezoning of the subject property based on the following factors:

1. The requested R-5 zone district would allow for the use of the subject property in a manner that would not conflict with the established pattern of development in this area.

2. There is no expectation that the proposed rezoning and development would harm the values of adjacent or nearby properties given the reduction in proposed land use intensity.
3. The requested R-5 zone district would allow for re-occupation of the subject property that would not conflict with the intent of the Town Neighborhood Revitalization character area based on the established development pattern and zoning of this area.

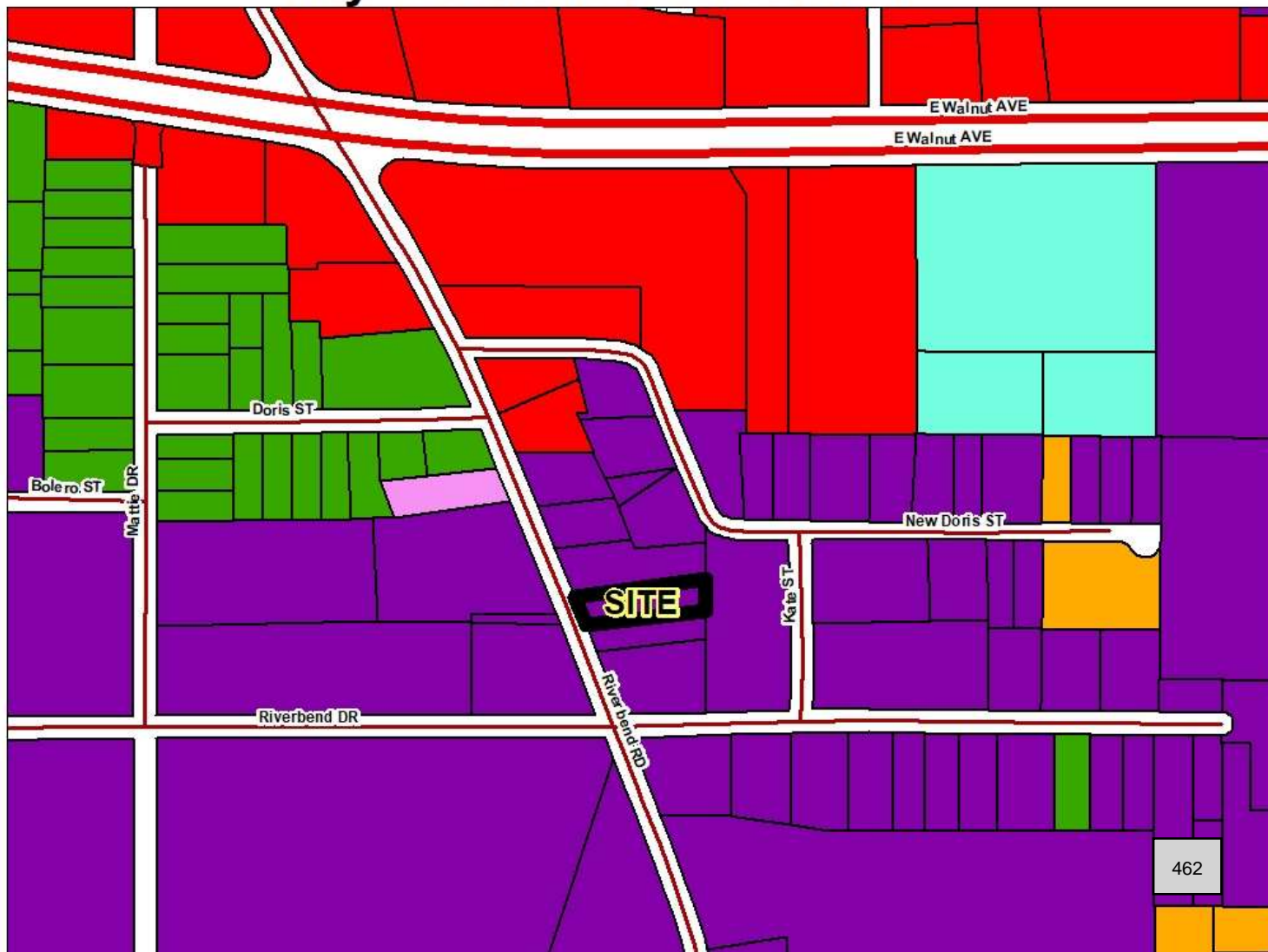
# Figueroa Rezoning Request M-2, Heavy Manufacturing to R-5, Rural Residential City of Dalton Jurisdiction



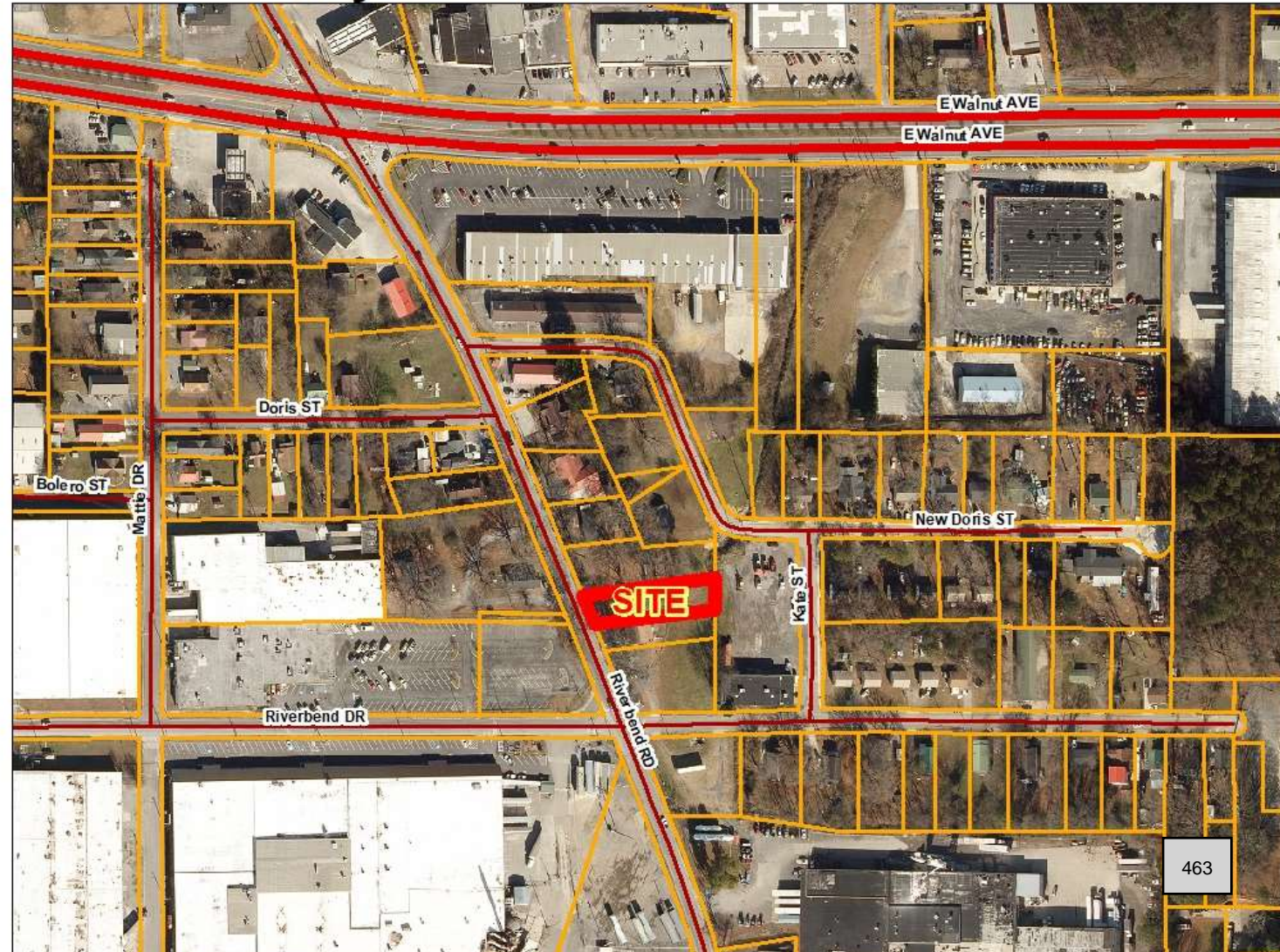
**ZONING**

-  Medium Density Single Family Residential (R-3)
-  Rural Residential (R-5)
-  Mixed Use (MU)
-  Neighborhood Commercial (C-1)
-  General Commercial (C-2)
-  Heavy Manufacturing (M-2)

**FEET**  
**250**



# Figueroa Rezoning Request M-2, Heavy Manufacturing to R-5, Rural Residential City of Dalton Jurisdiction

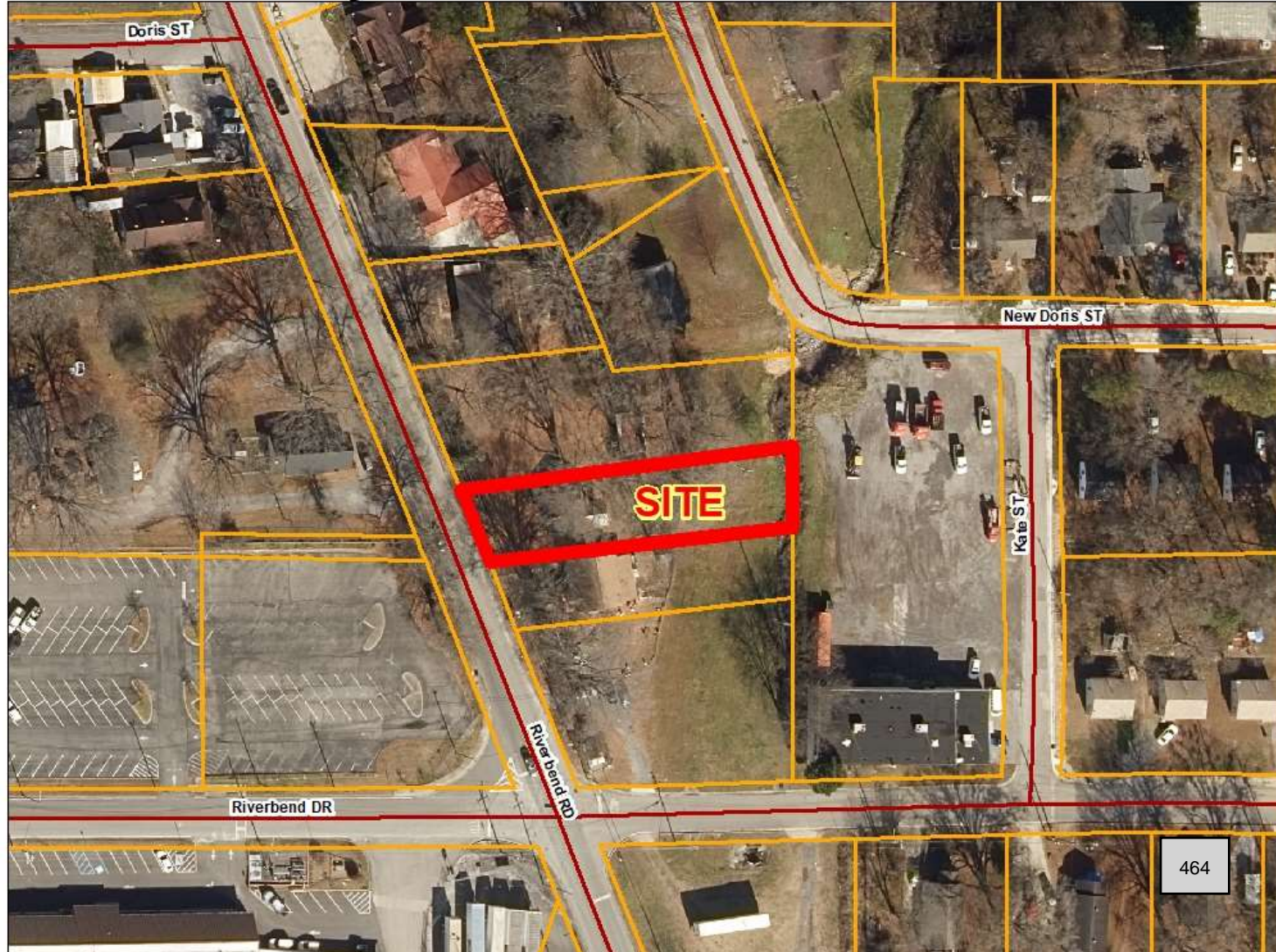


**FEET**  
**250**

# Figueroa Rezoning Request M-2, Heavy Manufacturing to R-5, Rural Residential City of Dalton Jurisdiction

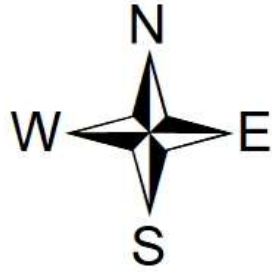


**FEET  
100**





# Figueroa Rezoning Request M-2, Heavy Manufacturing to R-5, Rural Residential City of Dalton Jurisdiction



## FUTURE DEVELOPMENT MAP

-  Commercial Corridor
-  Industrial
-  Town Neighborhood Revitalization

**FEET**  
**250**





## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 5/6/2024

**Agenda Item:** **The request of Adrianna Cuevas to rezone from Low-Density Single Family Residential (R-2) to General Agricultural (GA) a tract of land totaling 10.49 acres with 9.41 acres in the unincorporated county at Tax Parcel 12-127-02-005 and 1.08 acres in the City of Dalton at Tax Parcel 12-127-02-014 located at 402 Brooker Drive, Dalton, Georgia. County Parcel (12-127-02-005) City Parcel (12-127-02-014)**

**Department:** Planning and Zoning

**Requested By:** Ethan Calhoun

**Reviewed/Approved by City Attorney?** Sent for Review

**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:**

See attached staff analysis and recommendation

**ORDINANCE NO. 24-08**

To rezone property of Adriana Cuevas and Jose Cuevas Figuero from a Low-Density Single Family Residential (R-2) Classification to a General Agriculture (GA) Classification; to provide for an effective date; to provide for the repeal of conflicting ordinances; to provide for severability; and for other purposes.

**WHEREAS**, Adriana Cuevas, individually and as attorney in fact for Jose Cuevas Figuero, has petitioned for rezoning of certain real property it owns from R-2 classification to GA classification;

**WHEREAS**, the application for rezoning appears to be in proper form and made by all owners of the Property sought to be rezoned;

**WHEREAS**, the rezoning is in conformity with the City of Dalton Joint Comprehensive Plan; and

**WHEREAS**, all other procedures as required by Georgia law have been followed.

**NOW, THEREFORE, BE IT HEREBY ORDAINED**, by the Mayor and Council of the City of Dalton, Georgia, as follows:

**Section 1.**

The real property as described in Exhibit “A” (the “Property”), which is attached to and incorporated herein as a part of this Ordinance, is hereby rezoned from R-2 classification to GA classification.

**Section 2.**

This Ordinance shall be effective as of the date of approval of this Ordinance.

**Section 3.**

The City Clerk is instructed to send a copy of this Ordinance to the Dalton-Whitfield Zoning Administrator with a request to record this rezoning on the Official Zoning Map of Whitfield County, Georgia.

**Section 4.**

All ordinances and parts of ordinances in conflict with this Ordinance are repealed.

**Section 5.**

It is hereby declared to be the intention of the Mayor and Council of the City of Dalton that the section, paragraphs, sentences, clauses and phrases of this Ordinance are severable and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or otherwise invalid by a court of competent jurisdiction such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance.

**SO ORDAINED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

The foregoing Ordinance received its first reading on \_\_\_\_\_ and a second reading on \_\_\_\_\_. Upon second reading a motion for passage of the ordinance was made by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and upon the question the vote is \_\_\_\_\_ ayes, \_\_\_\_\_ nays, and the Ordinance is adopted.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR/MAYOR PRO TEM

A true copy of the foregoing Ordinance has been published in two public places within the City of Dalton for five (5) consecutive days following passage of the above-referenced Ordinance as of \_\_\_\_\_.

\_\_\_\_\_  
CITY CLERK, CITY OF DALTON

## EXHIBIT "A"

### **Parcel 12-127-02-014**

All that tract or parcel of land lying and being in Land Lot No. 127 in the 12th District and 3rd Section of Whitfield County, Georgia, being designated as Tract No. 5, containing 7.79 acres and Tract No. 7, containing 3.58 acres, as shown on plat of Suburban Acres prepared by R.E. Smith, GRLS No. 262, dated April 20, 1950, and recorded in Plat Book 3, Page 53, in the Office of the Clerk of the Superior Court of Whitfield County, Georgia, which plat is incorporated herein by reference for a complete description.

TOGETHER WITH any property acquired by Quit Claim Deed from Whitfield County to Dallas C. Clark, Mrs. Dallas C. Clark, et al., recorded September 15, 1982 in Deed Book 726, Page 8, in the Office of the Clerk of Superior Court of Whitfield County, Georgia, reducing the right of way of Brooker Drive.

LESS AND EXCEPT that property conveyed to Whitfield County, Georgia by Right of Way Deed and Permanent Construction/Slope Easements recorded in Deed Book 5699, Page 178 and Deed Book 5699, Page 182 in the Office of the Clerk of Superior Court of Whitfield County, Georgia.

LESS AND EXCEPT that property conveyed to Maria Alvarez de Barragan by Deed of Gift dated October 15, 2019, recorded October 24, 2019 in Deed Book 6735, Page 262 in the Office of the Clerk of Superior Court of Whitfield County, Georgia, and being described as follows: All that tract or parcel of land lying and being in Land Lot No. 127 in the 12th District and 3rd Section of Whitfield County, Georgia, containing 0.90 acres as per plat of survey dated August 26, 2019 prepared by Martin Smith, Jr., GRLS No. 2649, as recorded in Plat Cabinet E, Slide 1390 in the Office of the Clerk of Superior Court of Whitfield County, Georgia, reference to said plat being hereby made for a more full and complete description of said property.

**DALTON-VARNELL-WHITFIELD COUNTY PLANNING COMMISSION  
503 WEST WAUGH STREET  
DALTON, GA 30720**

**MEMORANDUM**

**TO:** Whitfield County Board of Commissioners  
Robert Sivick  
Robert Smalley  
Jean Price-Garland

**FROM:** Jim Lidderdale  
Chairman

**DATE:** February 29, 2024

**SUBJECT: The request of Adrianna Cuevas to rezone from Low-Density Single Family Residential (R-2) to General Agricultural (GA) a tract of land totaling 10.49 acres with 9.41 acres in the unincorporated county at Tax Parcel 12-127-02-005 and 1.08 acres in the City of Dalton at Tax Parcel 12-127-02-014 located at 402 Brooker Drive, Dalton, Georgia. County Parcel (12-127-02-005) City Parcel (12-127-02-014)**

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on April 22, 2024, at 6:00 p.m. in the Whitfield County Courthouse meeting room. A portion of the agenda included a public hearing concerning the above matter. A quorum of five members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Adrianna Cuevas.

**Public Hearing Summary:**

Mr. White summarized the staff analysis which recommended the GA rezoning be approved. There were no further questions for White.

Adrianna Cuevas represented the petition stating that she plans to construct a guest house on the subject property in addition to the existing dwelling.

With no other comments heard for or against, this hearing closed at approximately 6:29 pm.

**Recommendation:**

Chairman Lidderdale sought a motion on the requested GA rezoning. **Octavio Perez then made a motion to recommend the GA rezoning be approved. Jody McClurg then seconded the motion and a unanimous recommendation to approve the R-5 rezoning followed, 4-0.**

**STAFF ANALYSIS**  
**REZONING REQUEST**  
*Unified Zoning Ordinance*

**ZONING CASE:** Adrianna Cuevas is seeking to rezone two tracts of land from Low-Density Single-Family Residential (R-2) to General Agriculture (GA) (parcels 12-127-02-005 and 014) containing a combined total of 10.49 acres located at 402 Brooker Drive. The subject property is currently developed with a single-family detached dwelling. The petitioner's request was made so that a guest house could be added to the subject property.

The surrounding uses and zoning are as follows: To the north are several tracts of land zoned R-2 and R-5 that are either undeveloped or contain a single-family detached dwelling. To the east are two tracts of land of which one is a small R-2 zoned tract containing a single-family detached dwelling while the other tract is much larger and contains a single-family detached dwelling. To the south is a large undeveloped tract of land zoned C-2. To the west are three tracts of land that are all zoned and developed for R-2.

The subject property is partly within the jurisdiction of the City of Dalton Mayor and Council and mostly within the jurisdiction of the Whitfield County Board of Commissioners.

**CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS**

**(A) Whether the proposed amendment would allow a use that is generally suitable for the site compared to other possible uses and whether the proposed change is consistent with the established land use pattern and zoning of adjacent and nearby properties.**

The subject property lies at the convergence of a few zone districts including GA, R-2, C-2, and R-5. The adjacent GA zone district is adjacent to the subject property, and several adjacent tracts are large tracts with large homes and mostly wooded properties. Adding a second single-family detached dwelling to the subject property would not alter the unit/acre density established in this area.

**(B) Whether the proposed GA amendment would adversely affect the economic value or the uses of adjacent and nearby properties.**

The intense agricultural land uses are not viable for the subject property given its size and topography. The proposed addition of a guest house would not alter the character that has been established in this area.

**(C) Whether the subject property has a reasonable economic use as currently zoned, considering the suitability of the subject property for the proposed zoned uses.**

The subject property would need to be rezoned in order for a second dwelling to be permitted.

**(D) Whether there is relative gain to the health, safety, morals, or general welfare of the public as compared to any hardship imposed upon the individual owner**

under the existing zoning.

N/A

**(E) Whether the proposed GA amendment, if adopted or approved, would result in a use which would or could cause an excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other utilities, as contrasted with the impact under the existing zoning.**

The proposed rezoning would have little to no effect on the public infrastructure due to the limiting factors of the subject property's development potential under the requested GA zone district.

**(F) Whether the property sought to be rezoned (or annexed) is in conformity with the policy and intent of the adopted joint comprehensive plan or equivalent. If not, has the plan already been amended, officially or unofficially, by the development of uses which are contrary to the plan recommendation, and if the plan has been amended, does this rezoning or annexation request allow uses which are compatible to the existing uses in the vicinity.**

The subject property is within the Suburban Residential character area on the Joint Comprehensive Plan's future development map. The Suburban Neighborhood character area is intended to protect residential neighborhoods from zoning and development that would threaten the neighborhood's integrity. The proposed rezoning, while agricultural, would not threaten the residential character of this area.

**(G) Whether there are any other conditions or transitional patterns affecting the use and development of the property to be rezoned or annexed, which give grounds for approval or disapproval of the proposed zoning proposal. Whether the proposed zoning change constitutes an "entering wedge" and is a deterrent to the use, improvement, or development of adjacent property within the surrounding zone districts or would create an isolated, unrelated district (spot zone) as interpreted by current Georgia law.**

The subject property is adjacent to the GA zone district and this rezoning would simply enlarge that zone district.

**(H) Whether the subject property, as currently zoned, is vacant and undeveloped for a long period of time, considered in the context of land development in the vicinity or whether there are environmental or cultural factors, like steep slopes, flood plain, storm water, or historical issues that influence the development of the subject property under any zoning designation.**

N/A

#### **CONCLUSION:**

The staff can provide a recommendation to approve the requested GA rezoning of the subject property based on the following factors:

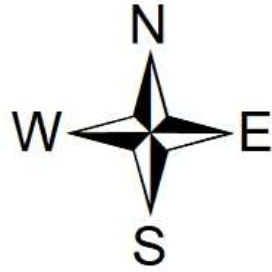
1. The requested rezoning would allow for a similar unit/acre density to that established in this area.
2. There is no expectation that the proposed GA rezoning would harm the values of



adjacent or nearby properties based on the limited size and topographical challenges of the subject property.

3. The proposed rezoning would not threaten the integrity of the established neighborhood in this area.

# Cuevas Rezoning Request R-2, Low Density Single Family Residential to GA, General Agriculture



**ZONING**

- General Agriculture (GA)
- General Agriculture (GA) Cond
- Low Density Single Family Residential (R-2)
- Rural Residential (R-5)
- High Density Residential (R-7) Cond
- General Commercial (C-2)
- Heavy Manufacturing (M-2)

**FEET**  
**600**



# Cuevas Rezoning Request


## R-2, Low Density Single Family Residential

to

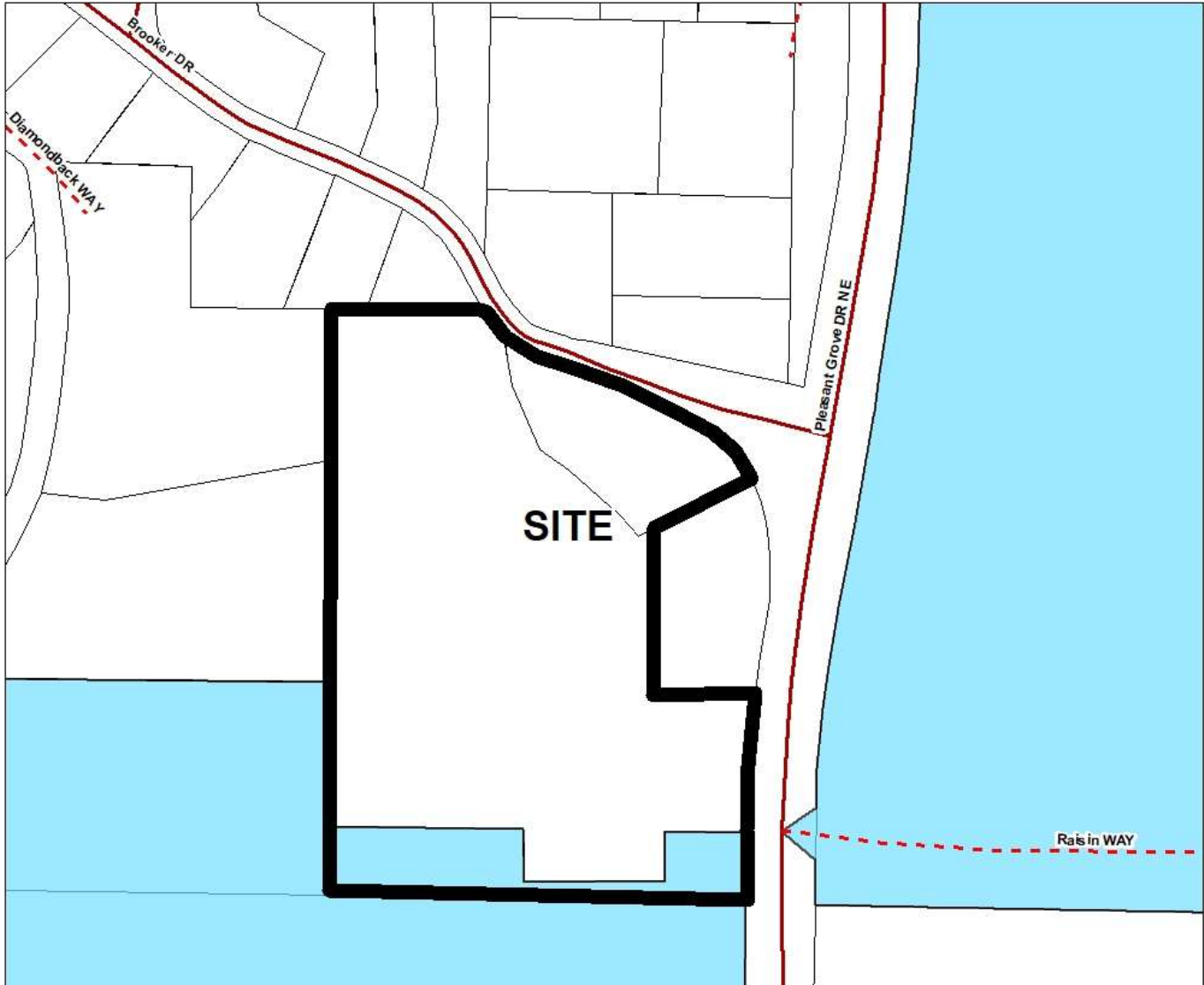
## GA, General Agriculture



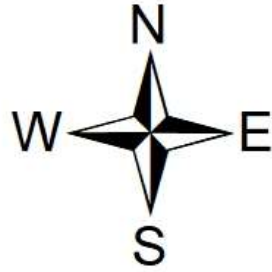
**DALTON CITY LIMITS**

 Town\_Boundaries






**FEET**  
**200**



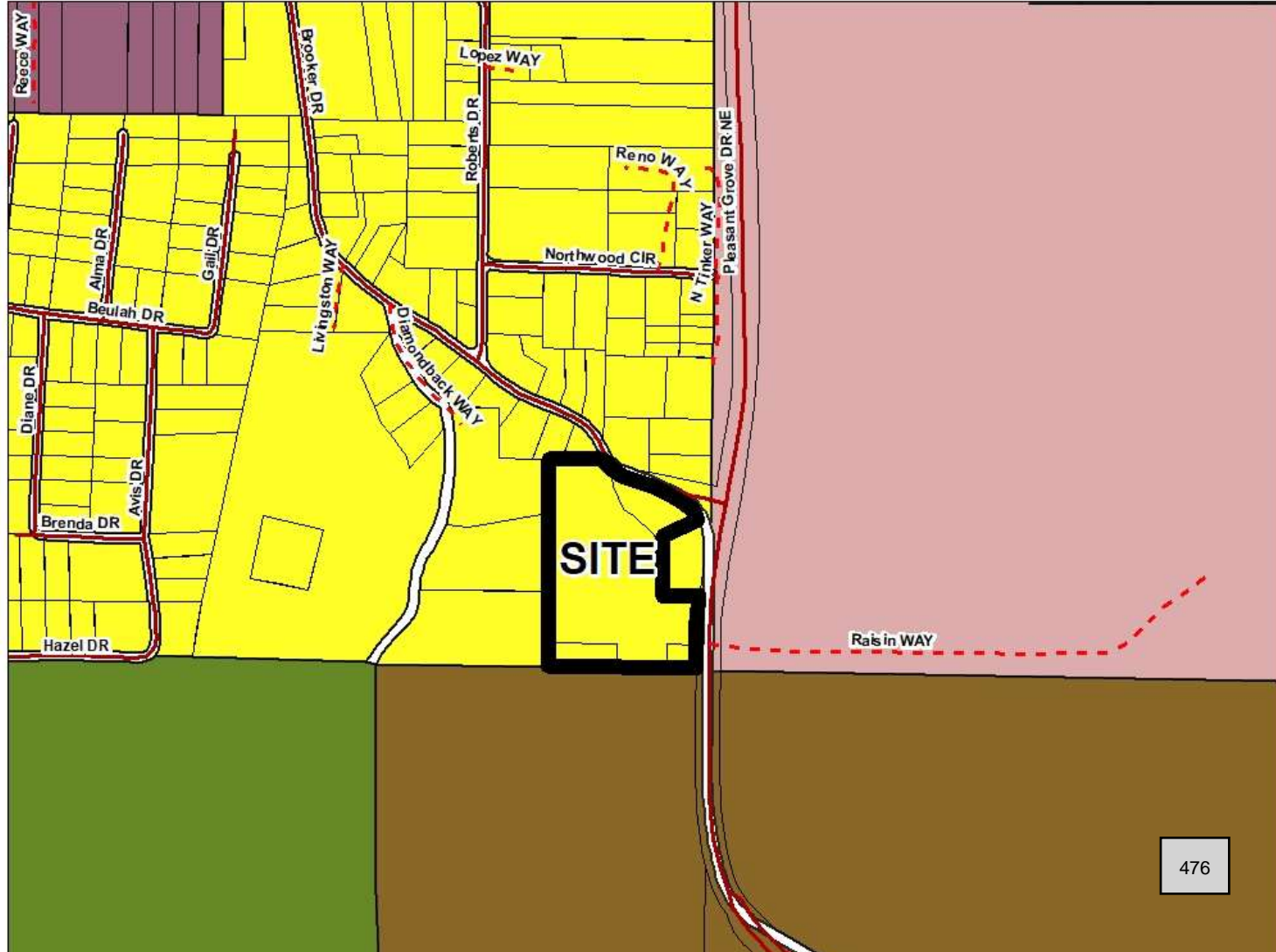
# Cuevas Rezoning Request R-2, Low Density Single Family Residential to GA, General Agriculture



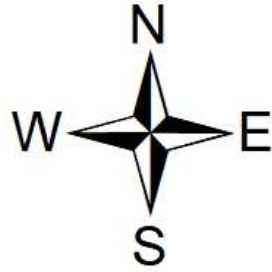
## FUTURE DEVELOPMENT MAP

-  Community Activity Center
-  Emerging Suburban and Exurban Areas
-  Preserve
-  Regional Activity Center
-  Suburban Neighborhood

**FEET**  
**600**



# Cuevas Rezoning Request R-2, Low Density Single Family Residential to GA, General Agriculture



**FEET**  
**600**



# Cuevas Rezoning Request R-2, Low Density Single Family Residential to GA, General Agriculture



**FEET**  
**300**





## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 5/6/2024

**Agenda Item:** **The request of TCW Dalton LLC to de-annex 19.84 acres located at 3035 Parquet Drive, Dalton, Georgia at Tax Parcel 12-352-10-000 from the City of Dalton as Heavy Manufacturing (M-2). Parcel (12-352-10-000) (City)**

**Department:** Planning and Zoning

**Requested By:** Ethan Calhoun

**Reviewed/Approved by City Attorney?** Sent for Review

**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:**

See attached staff analysis and recommendation

## **ORDINANCE 24-09**

To De-Annex certain real property of TCW Dalton, LLC Pursuant To Chapter 36, Title 36 Of The Official Code Of Georgia Annotated; To Provide An Effective Date; And For Other Purposes

**BE IT ORDAINED** by the Mayor and Council of the City of Dalton and by authority of the same, **IT IS HEREBY ORDAINED** as follows:

### **Section 1:**

The area in the City of Dalton as described in Exhibit “A” (the “Property”), which is attached to and incorporated as a part of this ordinance, is hereby de-annexed from the City of Dalton, Georgia ceases to be a part of said city.

### **Section 2.**

This Ordinance shall be effective on the 1<sup>st</sup> day of July, 2024.

### **Section 3.**

The acreage of the Property is approximately 19.84 acres. No streets or roads are affected by this de-annexation.

### **Section 4.**

The City Clerk of the City of Dalton, Georgia is instructed to send a report that includes certified copies of this Ordinance, the name of the county in which the property being de-annexed is located and a letter from the City stating the intent to delete the de-annexed area from the Census maps during the next survey and stating that the survey map will be completed and returned to the Census Bureau, Department of Community Affairs, and to the governing authority of Whitfield County, Georgia, within thirty (30) days after the effective date of the annexation as set forth above in Section 2.

### **Section 5.**

All ordinances and parts of ordinances in conflict with this ordinance are repealed.



**Section 6.**

It is hereby declared to be the intention of the Mayor and Council of the City of Dalton that the section, paragraphs, sentences, clauses and phrases of this Ordinance are severable and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or otherwise invalid by a court of competent jurisdiction such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance.

**SO ORDAINED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

The foregoing Ordinance received its first reading on \_\_\_\_\_ and a second reading on \_\_\_\_\_. Upon second reading a motion for passage of the ordinance was made by Councilmember \_\_\_\_\_, second by Councilmember \_\_\_\_\_ and upon the question the vote is \_\_\_\_ ayes, \_\_\_\_ nays and the Ordinance is adopted.

\_\_\_\_\_  
MAYOR/MAYOR PRO TEM

ATTEST:

\_\_\_\_\_  
CITY CLERK

**(Parcel No. 12-352-10-000)**

**EXHIBIT A**

A certain tract or parcel of land lying and being in Land Lot 352 of the 12th District and 3rd Section of Whitfield County, Georgia; and Land Lot 10 of the 13th District and 3rd Section of Whitfield County, Georgia, being in The City of Dalton, Georgia, as delineated upon a plat prepared by Peter L. Bakkum, Registered Land Surveyor, dated May 15, 1979, containing 38.801 acres, more particularly described as follows:

BEGINNING on the west right of way line of South Hamilton Street at an iron pin located north a distance of 1,271.69 feet from the northwest corner of the intersection of South Hamilton Street and Callahan Public Road (as measured along the west right of way line of South Hamilton Street); running thence north 89 degrees 36 minutes west along the north property line of West Point Pepperell, Inc., a distance of 1,423.43 feet to an iron pin and the east right of way of the L & N Railroad; thence north 18 degrees 58 minutes east along the east right of way of said railroad a distance of 1,494.49 feet to an iron pin; thence north 88 degrees 57 minutes east a distance of 946.91 feet to an iron pin and the west right of way of South Hamilton Street; thence south 00 degrees 24 minutes west along the west right of way of said South Hamilton Street a distance of 1,440.64 feet to the point of beginning.

The above property being that same property conveyed to Amana Refrigeration, Inc., now known as Raytheon Appliances, Inc., by Kenneth E. Boring and James M. Boring, Jr., by deed recorded May 23, 1979 at Deed Book 584 Page 246, Whitfield County, Georgia Land Records.

LESS AND EXCEPT:

1. 10.96 acres conveyed by Amana Refrigeration, Inc., now known as Raytheon Appliances, Inc., to K.M.A.A. Corporation, more particularly described in a deed dated November 13, 1989 and recorded at Deed Book 2104 Page 221, Whitfield County, Georgia Land Records.
2. 8.008 acres conveyed by Amana Refrigeration, Inc. now known as Raytheon Appliances, Inc. to Relots realty, Inc. by deed dated July 30, 1991 and recorded at Deed Book 2231 Page 181, Whitfield County, Georgia Land Records.

A true copy of the foregoing Ordinance has been published in two public places within the City of Dalton for five (5) consecutive days following passage of the above-referenced Ordinance as of \_\_\_\_\_.

---

CITY CLERK  
CITY OF DALTON

**DALTON-VARNELL-WHITFIELD COUNTY PLANNING COMMISSION  
503 WEST WAUGH STREET  
DALTON, GA 30720**

**MEMORANDUM**

**TO:** City of Dalton Mayor and Council  
Andrew Parker  
Jonathan Bledsoe  
Jean Price-Garland

**FROM:** Jim Lidderdale  
Chairman

**DATE:** May 2, 2024

**SUBJECT: The request of TCW Dalton LLC to de-annex 19.84 acres located at 3035 Parquet Drive, Dalton, Georgia at Tax Parcel 12-352-10-000 from the City of Dalton as Heavy Manufacturing (M-2). Parcel (12-352-10-000) (City)**

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on April 22, 2024, at 6:00 p.m. at the Whitfield County Courthouse meeting room. A portion of the agenda included a public hearing concerning the above matter. A quorum of five members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Tyler White.

**Public Hearing Summary:**

Mr. White summarized the staff analysis which recommended the de-annexation be approved. There were no further questions for White.

With no other comments heard for or against, this hearing closed at approximately 6:37 pm.

**Recommendation:**

Chairman Lidderdale sought a motion on the requested de-annexation. **Octavio Perez then made a motion to recommend the de-annexation be approved. Chris Shiflett then seconded the motion and a unanimous recommendation to approve the de-annexation followed, 4-0.**

**STAFF ANALYSIS  
REZONING REQUEST  
*Unified Zoning Ordinance***

**ZONING CASE:** TCW Dalton, LLC is seeking to de-annex a tract of land zoned Heavy Manufacturing (M-2) (parcel 12-352-10-000) containing a total of 19.84 acres located at 3035 Parquet Drive into the City of Dalton. The subject property is currently undeveloped.

The surrounding uses and zoning are as follows: To the north, east, and south are three tracts of land zoned and developed for heavy manufacturing use that are all three within the City of Dalton's incorporated boundary. To the west is a single tract of land that is both zoned and developed for heavy manufacturing land use that is in the unincorporated county jurisdiction.

The subject property is within the jurisdiction of the City of Dalton Mayor and Council and requesting to be within the jurisdiction of the Whitfield County Board of Commissioners.

**CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS**

**(A) Whether the proposed amendment would allow a use that is generally suitable for the site compared to other possible uses and whether the proposed change is consistent with the established land use pattern and zoning of adjacent and nearby properties.**

The proposed de-annexation would have no effect on the potential development of the subject property based on the Unified Zoning Ordinance (UZO) shared by both Dalton and unincorporated Whitfield County. The proposed de-annexation would simply transfer the jurisdiction from the City of Dalton to unincorporated Whitfield County.

**(B) Whether the proposed amendment would adversely affect the economic value or the uses of adjacent and nearby properties.**

The proposed rezoning would have no negative impacts on any of the surrounding property's values based on the underlying zoning remaining the same under the UZO.

**(C) Whether the subject property has a reasonable economic use as currently zoned, considering the suitability of the subject property for the proposed zoned uses.**

As stated previously, the de-annexation would not affect zoning of the subject property based on the shared UZO.

**(D) Whether there is relative gain to the health, safety, morals, or general welfare of the public as compared to any hardship imposed upon the individual owner under the existing zoning.**

N/A

**(E) Whether the proposed amendment, if adopted or approved, would result in a use which would or could cause an excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other**

**utilities, as contrasted with the impact under the existing zoning.**

The subject property's development potential would remain the same. The subject property lies on the City's boundary, so there should be no issue regarding service delivery.

**(F) Whether the property sought to be rezoned (or annexed) is in conformity with the policy and intent of the adopted joint comprehensive plan or equivalent. If not, has the plan already been amended, officially or unofficially, by the development of uses which are contrary to the plan recommendation, and if the plan has been amended, does this rezoning or annexation request allow uses which are compatible to the existing uses in the vicinity.**

No issues identified.

**(G) Whether there are any other conditions or transitional patterns affecting the use and development of the property to be rezoned or annexed, which give grounds for approval or disapproval of the proposed zoning proposal. Whether the proposed zoning change constitutes an "entering wedge" and is a deterrent to the use, improvement, or development of adjacent property within the surrounding zone districts or would create an isolated, unrelated district (spot zone) as interpreted by current Georgia law.**

The proposed de-annexation would not create any disruption to the City's incorporated boundary that would result in an issue affecting service delivery or the creation of an unincorporated island.

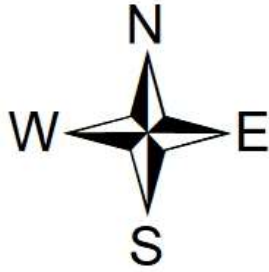
**(H) Whether the subject property, as currently zoned, is vacant and undeveloped for a long period of time, considered in the context of land development in the vicinity or whether there are environmental or cultural factors, like steep slopes, flood plain, storm water, or historical issues that influence the development of the subject property under any zoning designation.**

N/A

**CONCLUSION:**

The staff can provide a recommendation to approve the requested de-annexation of the subject property from the City of Dalton to unincorporated Whitfield County based on the following factors:

1. The requested de-annexation would have no negative impact to the City's incorporated boundary or delivery of City services.
2. There is no expectation that the proposed de-annexation would harm the values of adjacent or nearby properties given the underlying zoning of the subject property will remain the same under the UZO.
3. The proposed de-annexation would neither create an incorporated or unincorporated island.

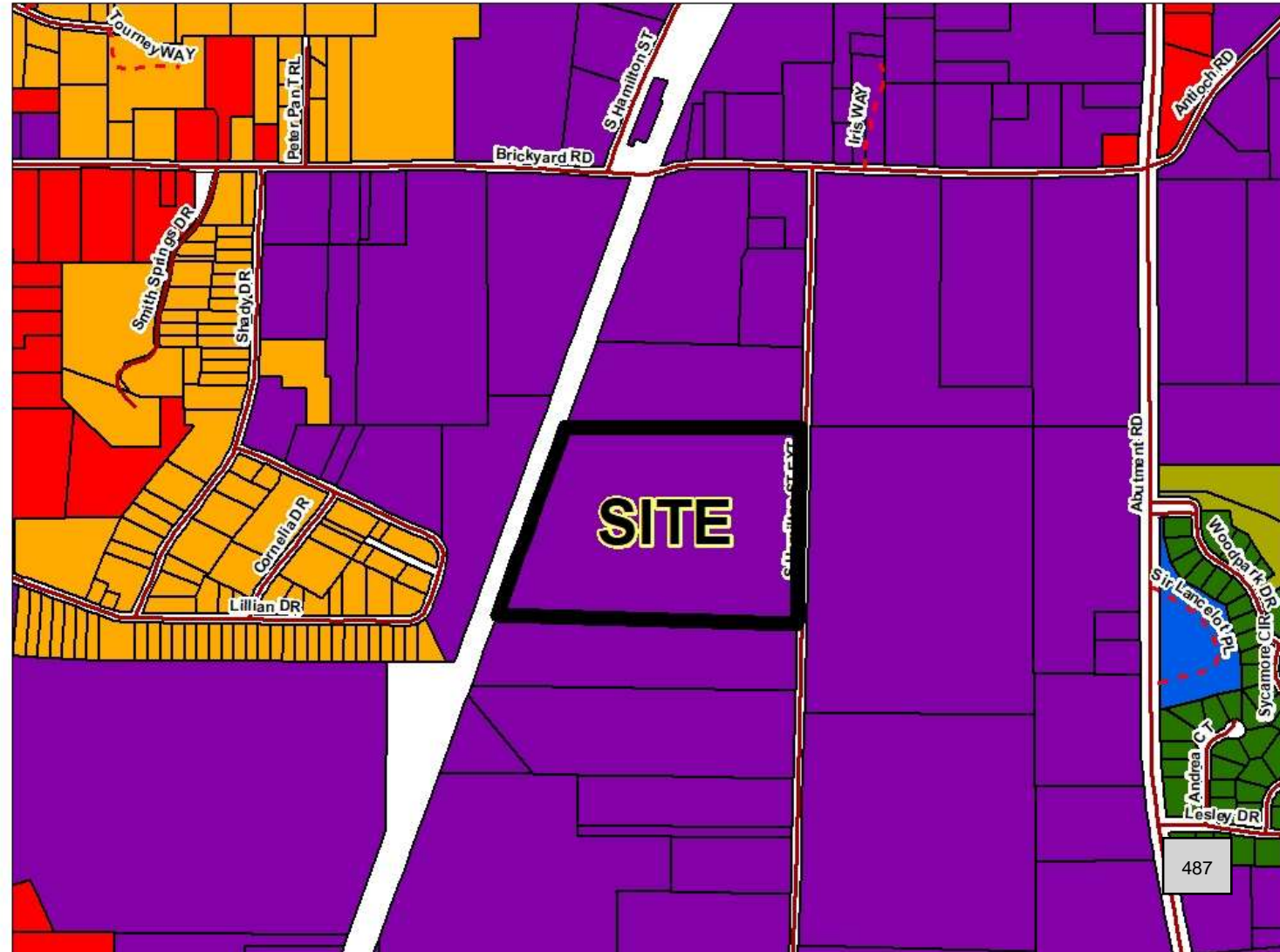


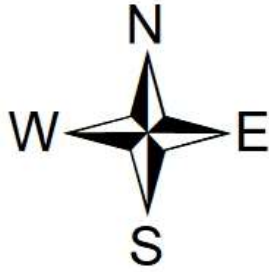
# TCW Dalton LLC De-Annexation Request Into Unincorporated Whitfield County Zoning to remain M-2, Heavy Manufacturing

**ZONING DISTRICT**

- General Agriculture (GA)
- General Agriculture (GA) Cond
- Medium Density Single Family Residential (R-3)
- Rural Residential (R-5)
- High Density Residential (R-7)
- General Commercial (C-2)
- Heavy Manufacturing (M-2)

**FEET**  
**500**





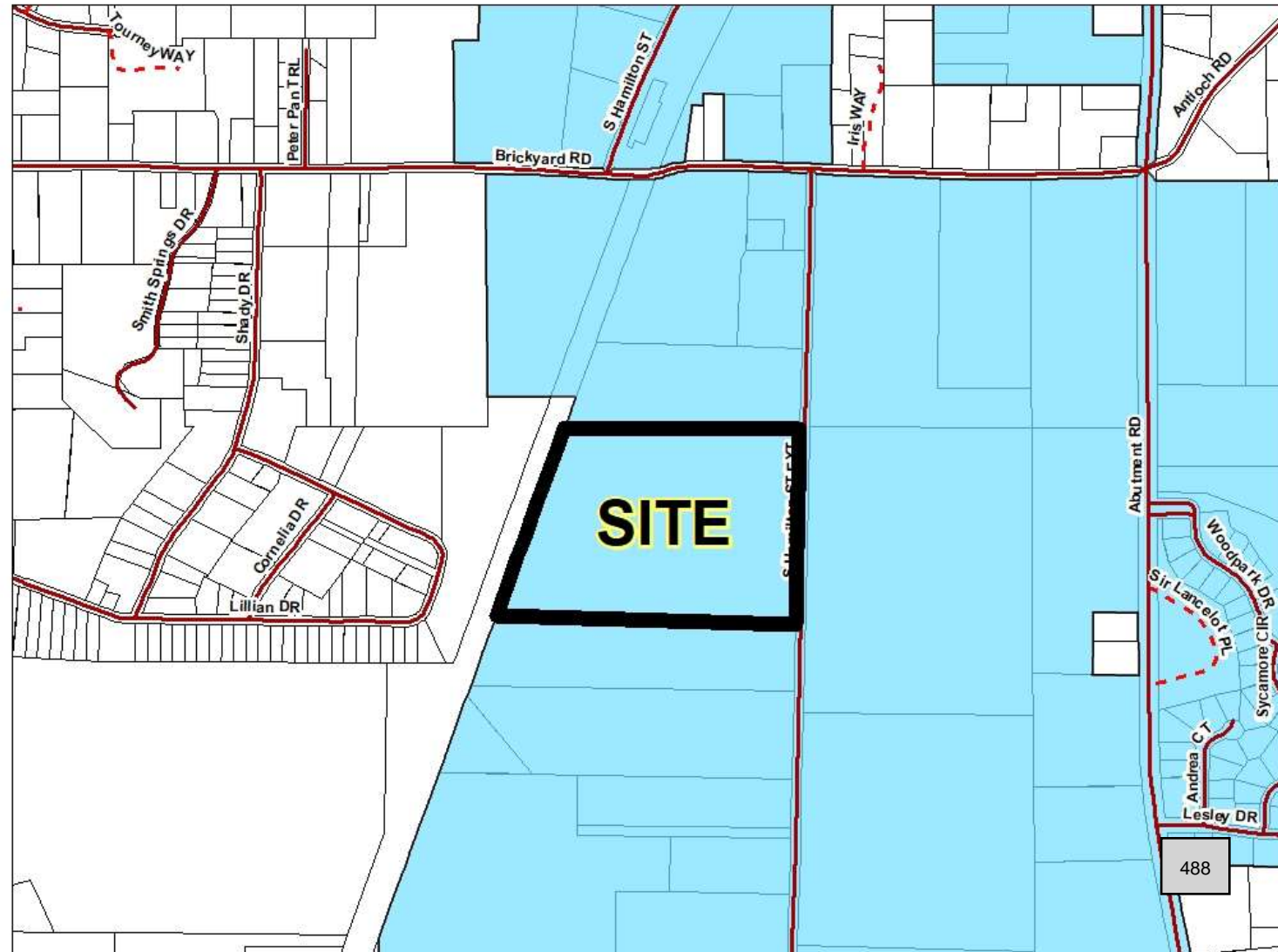
# TCW Dalton LLC De-Annexation Request Into Unincorporated Whitfield County Zoning to remain M-2, Heavy Manufacturing

## DALTON CITY LIMITS

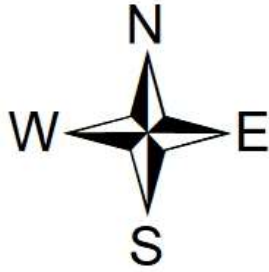


Town\_Boundaries

FEET  
500







# TCW Dalton LLC De-Annexation Request Into Unincorporated Whitfield County Zoning to remain M-2, Heavy Manufacturing



**FEET**  
**500**

BERNADETTE CHATTAM, CMC  
CITY CLERK

COUNCIL MEMBERS



February 12, 2024

TO: Matthew Daniel, Fire Department  
Cliff Cason, Police Department  
Jonathan Bledsoe, The Minor Firm  
Chad Townsend, Public Works Department  
John Thomas, Dalton Utilities  
Ethan Calhoun, NWGRC

FROM: Annalee Sams  
Mayor, City of Dalton

Please review this **De-annexation** request and submit your comments within seven days to the City of Dalton City Clerk's Office.

NAME: TCW Dalton LLC

STREET ADDRESS: South Hamilton St.

AMOUNT OF ACREAGE: 19.84

PARCEL NUMBERS: 12-352-10-000

PLAT ATTACHED: YES  NO

ZONING CLASSIFICATION: M-2



# DE-ANNEXATION APPLICATION

I HEREBY REQUEST THE MAYOR AND COUNCIL OF THE CITY OF DALTON TO DE-ANNEX THE PROPERTY DESCRIBED BELOW IN THIS APPLICATION

PLEASE LIST THE APPLICANT NAME REQUESTING DE-ANNEXATION

APPLICANT NAME: TCW Dalton LLC
APPLICANT ADDRESS: 3035 Parquet Drive
CITY, STATE & ZIP: Dalton, Georgia 30720
TELEPHONE NUMBER: (706) 913-8181

PROPOSED PROPERTY TO BE DE-ANNEXED

(1) STREET ADDRESS OF PROPERTY TO BE DE-ANNEXED: TPN: <del>12-252-10-000</del> / 0 South Hamilton Extension 12-352-10-000
(2) SUBDIVISION OF THE PROPERTY TO BE DE-ANNEXED: N/A
(3) LOT(S) NUMBER OF THE PROPERTY TO BE DE-ANNEXED: TPN: <del>12-252-10-000</del> 12-352-10-000
(4) FUTURE INTENDED USE OF THE PROPERTY TO BE DE-ANNEXED: Heavy Manufacturing

- PRESENT ZONING CLASSIFICATION M-2, Heavy Manufacturing
- PROPOSED AMOUNT OF ACREAGE TO BE DE-ANNEXED 19.84 Acres
- TAX MAP NUMBER/PARCEL NUMBER TPN: 12-<sup>352</sup>~~252~~-10-000
- HOUSING UNITS N/A

- (1) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS APPLICATION, LIST THE NUMBER OF REGISTERED VOTERS
- (2) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS APPLICATION, LIST THE NUMBER OF ADULTS OF VOTING AGE, IF DIFFERENT NUMBER THAN SHOWN IN NUMBER (1)
- (3) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS APPLICATION, LIST THE NUMBER OF ADULTS IN THE HOUSEHOLD.
- (4) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS APPLICATION, LIST THE NUMBER OF CHILDREN IN THE HOUSEHOLD.
- (5) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS APPLICATION, LIST THE NUMBER OF HOUSING UNITS.
- (6) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS APPLICATION PLACE NUMBER OF RESIDENTS IN APPLICABLE BOX.
 

<input checked="" type="checkbox"/>	CAUCASIAN	<input checked="" type="checkbox"/>	LATINO
<input checked="" type="checkbox"/>	AFRICAN AMERICAN	<input checked="" type="checkbox"/>	OTHER
- (7) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS APPLICATION, LIST THE NUMBER OF PERSONS WHOSE PRIMARY LANGUAGE IS OTHER THAN ENGLISH.

Asw.H.  
SIGNATURE OF APPLICANT

1-26-24  
DATE

**OWNERSHIP VERIFICATION**

The undersigned is the / an owner of an interest in the lands described in the attached De-Annexation Application, which proposes to amend the Official Zoning Map of Dalton, Georgia, and concurs in the application. The undersigned's interest in the lands described in the application is as follows:

TPN: 12-252-10-000 / 0 South Hamilton Extension

*Describe parcel or parcels and nature of interest  
and percentage of interest*

I hereby appoint N/A  
my attorney in fact with full authority, my name, place, and stead, to apply for the zoning amendment as set forth in the attached de-annexation application.

Answith  
(Owner's Name)

Sworn to and subscribed  
Before me, this 26 day  
of JANUARY, 2024.

Hannah Hawkins  
Notary Public

(Seal)



Deed Doc: WD  
Recorded 02/01/2023 10:24AM  
Georgia Transfer Tax Paid : \$505.50  
BABS BAILEY  
Clerk Superior Court, WHITFIELD County, Ga.  
Bk 06977 Pg 0259-0261

Prn 1000182

RETURN TO:

✓  
L. STEPHEN KELEHEAR  
LAW OFFICE OF L. STEPHEN KELEHEAR  
PO BOX 488  
DALTON, GA 30722-0488

STATE OF GEORGIA  
COUNTY OF WHITFIELD

WARRANTY DEED

THIS INDENTURE, made the 18<sup>th</sup> day of JANUARY, 2023, between **Sarita Agrawal** (hereinafter "Grantor"), of the County of Whitfield and State of Georgia, and **TCW Dalton, LLC** (hereinafter "Grantee"), of the County of Whitfield and State of Georgia.

WITNESSETH

That the Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency whereof being hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does hereby grant, bargain, sell, alien, convey and confirm unto the said Grantee the following described property, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

**TOGETHER WITH** all and singular the hereinabove described premises together with all tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also all estate, right, title, interest and rights of possession, claim and demand whatsoever, as well in law as in equity, of the said Grantor, of, in or to the said premises, and every part and parcel thereof, with the appurtenances thereto belonging.

TO HAVE AND TO HOLD, all singular the above-described premises, unto the said Grantee, and to the heirs, legal representatives, successors and assigns of the said Grantee forever, in FEE SIMPLE (except as may be limited herein).

AND THE SAID GRANTOR, and the heirs, legal representatives, successors and assigns of the Grantor will WARRANT AND DEFEND all right, title and interest in and to the said premises and the quite and peaceable possession thereof, unto the said Grantee, and to the heirs, legal representatives, successors and assigns of the Grantor, against all acts and deeds of the said Grantor, and all and every person or persons whomsoever lawfully claiming or to claim the same.

THIS CONVEYANCE IS MADE SUBJECT TO all easements, conditions and restrictive covenants of record insofar as the same may lawfully affect the above-described property.

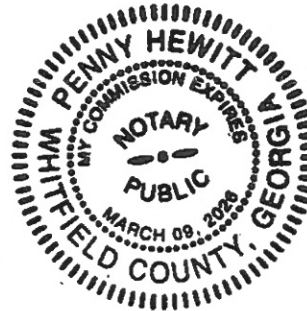
IN WITNESS WHEREOF, the Grantor has signed, sealed and delivered this Deed on the day and year first above-written.

*Sarita Agrawal*  
\_\_\_\_\_  
Sarita Agrawal (SEAL)

Signed, sealed and delivered  
this 18<sup>th</sup> day of JANUARY, 2023,

in the presence of:

*[Signature]*  
\_\_\_\_\_  
WITNESS  
*[Signature]*  
\_\_\_\_\_  
NOTARY PUBLIC



## EXHIBIT "A"

A certain tract or parcel of land lying and being in Land Lot 352 of the 12th District and 3rd Section of Whitfield County, Georgia; and Land Lot 10 of the 13th District and 3rd Section of Whitfield County, Georgia, being in The City of Dalton, Georgia, as delineated upon a plat prepared by Peter L. Bakkum, Registered Land Surveyor, dated May 15, 1979, containing 38.801 acres, more particularly described as follows:

**BEGINNING** on the west right of way line of South Hamilton Street at an iron pin located north a distance of 1271.69 feet from the northwest corner of the intersection of South Hamilton Street and Callahan Public Road (as measured along the west right of way line of South Hamilton Street); running thence north 89 degrees 36 minutes west along the north property line of West Point Pepperell, Inc., a distance of 1423.43 feet to an iron pin and the east right of way of the L & N Railroad; thence north 18 degrees 58 minutes east along the east right of way of said railroad a distance of 1494.49 feet to an iron pin; thence north 88 degrees 57 minutes east a distance of 946.91 feet to an iron pin and the west right of way of South Hamilton Street; thence south 00 degrees 24 minutes west along the west right of way of said South Hamilton Street a distance of 1440.64 feet to the point of beginning.

The above property being that same property conveyed to Amana Refrigeration, Inc., now known as Raytheon Appliances, Inc., by Kenneth E. Boring and James M. Boring, Jr., by deed recorded May 23, 1979 at Deed Book 584, Page 246, Whitfield County Clerk's Records.

**LESS AND EXCEPT:**

1. 10.96 acres conveyed by Amana Refrigeration, Inc., now known as Raytheon Appliances, Inc., to K.M.A.A. Corporation, more particularly described in a deed dated November 13, 1989 and recorded at Deed Book 2104, Page 221, Whitfield Clerk's Records.
2. 8.008 acres conveyed by Amana Refrigeration, Inc. now known as Raytheon Appliances, Inc. to Relots realty, Inc. by deed dated July 30, 1991 and recorded at Deed Book 2231, Page 181, Whitfield Clerk's Records.

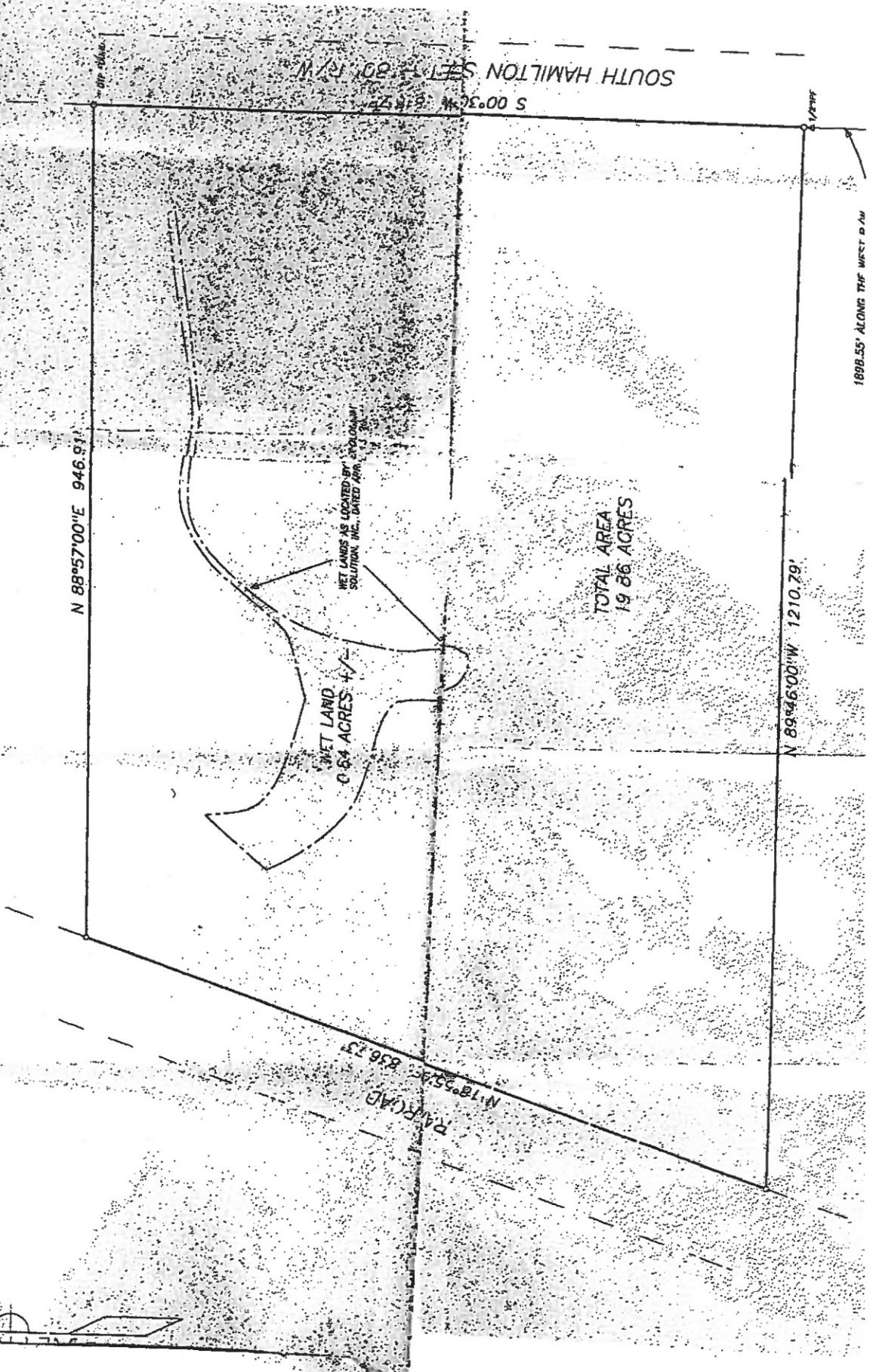
## EXHIBIT "B"

4-1-18

***Heavy manufacturing (M-2.)*** This district is established to provide suitable areas for general industrial, carpet manufacturing, distribution, or warehousing activities and/or other intensive activities of industrial nature which may generate external traffic and may include moderate amounts of environmental pollution in the form of traffic, noise, odors, smoke, fumes, glare, or heat.



AMERICAN SALES  
LAND LOT 352, 12TH DISTRICT, 36D SECTION  
WHITFIELD COUNTY, GEORGIA



# Whitfield County Tax Parcel Information

## Owner and Parcel Information

Parcel Number 12-352-10-000  
Realkey 29580  
Property Record Card [Click Here](#)  
GIS Map [Map](#)  
Owner Name TCW DALTON LLC  
Owner Address 230 NORDIC WAY  
Owner Address 2  
Owner Address 3  
Owner City POOLER  
Owner State GA  
Owner Zip 31322  
Latitude  
Longitude

## Property Information

Class Industrial  
Strata Large Tract  
Tax District City of Dalton  
Neighborhood  
Legal Description 19.84A BORING & BORING IND PRK  
Total Acres 19.84  
Zoning See GIS Map  
GMD\Map Number 085  
Subdivision  
Subdivision Phase  
Subdivision Section 0009  
Subdivision Block  
Subdivision Lot  
Comments:

## Appeals Information

Appeal Year 2011  
Appeal Status Resolved

## Parcel Address

Parcel House Number 0  
Parcel Street Extension  
Parcel Street Direction S  
Parcel Street Name HAMILTON  
Parcel Street Units  
Parcel Street Type ST

## Current Fair Market Value Information

Previous 376018  
Current 376018  
Land 376018  
Residential Improvement  
Commercial Improvement  
Accessory Improvement  
Conservation Use Value

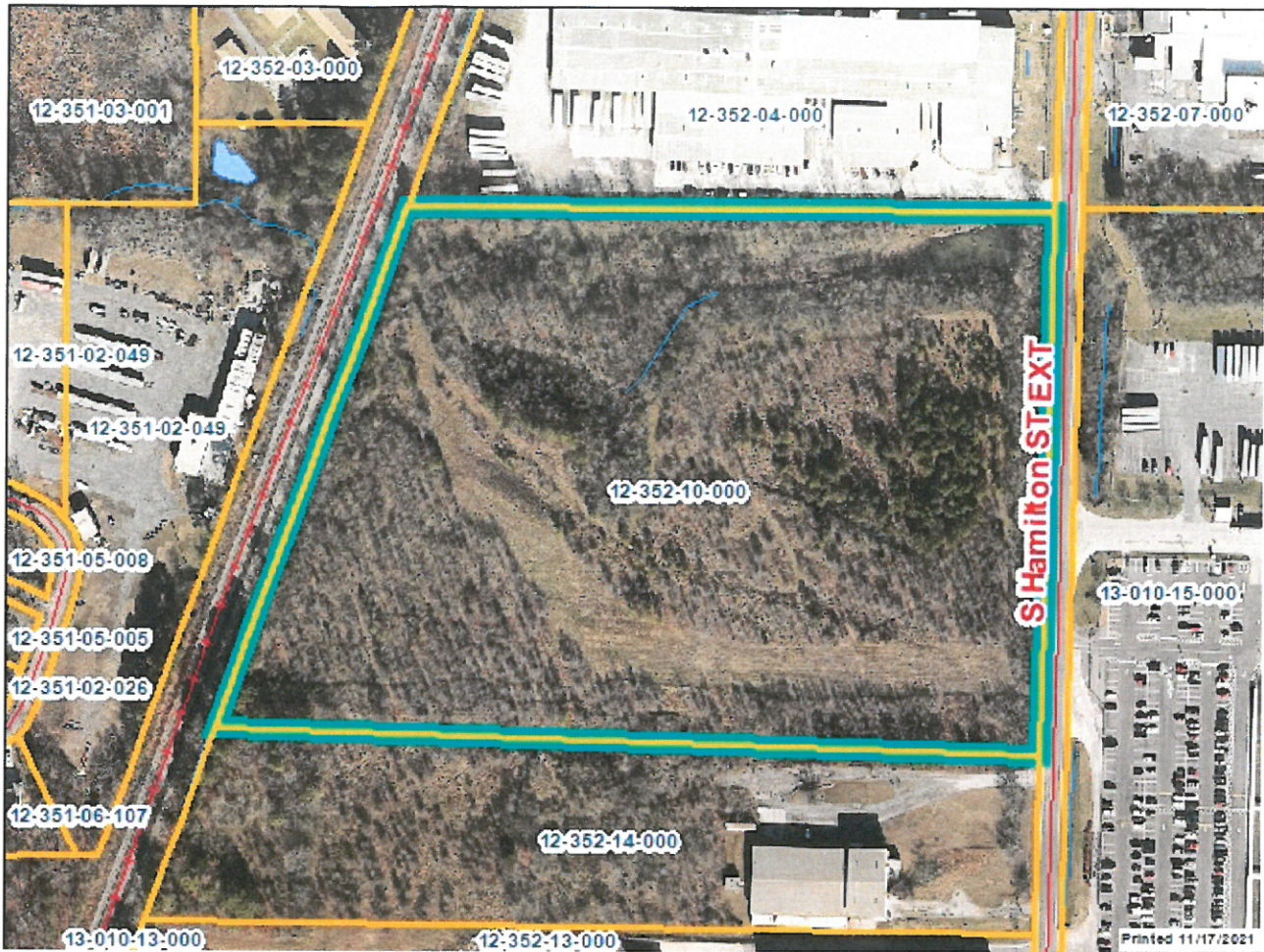
## Historical Fair Market Value Information

2021 376018  
2020 376018  
2019 376018

## Exemption Information

Homestead 50  
Preferential Year  
Conservation Use Year  
Historical Year  
Historical Val 0  
EZ year  
EZ Val 0

## GIS Quickmap



For the current GIS map of this parcel, click on the [Quickmap](#) to launch the interactive map viewer

## Tax Commissioner Information

Before making payment verify the amount due with the Tax Commissioner's office at 706-275-7510

Tax Bill Recipient	TCW DALTON LLC	Legal Description	19.84A BORING & BORING IND PRK
Year	2023	Sale Date	
Parcel Number	12-352-10-000	Taxes Due	4811.52
Bill	200489	Taxes Due Date	12/20/2023
Exemption Type		Taxes Paid	4811.52
Account No.	7102774	Taxes Paid Date	12/14/2023 12:21:54 PM
Millage Rate	0	Current Due	0
Fair Market Value	376018	Back Taxes	0
Assessed Value	150407	Total Due	0
Prior Years Tax Data	Tax		

## Commercial Structure Information

This parcel does not have any commercial structures to display

## Residential Structure Information

This parcel does not have any residential structures to display

## Accessory Information

This parcel does not have any accessories to display

## Sales Information



# Whitfield County

Board of Commissioners

Board Members  
Jevin Jensen, Chairman  
Barry W. Robbins  
Robby Staten  
John Thomas  
Greg Jones

March 8, 2024

Honorable Annalee Sams  
Mayor, City of Dalton  
P.O. Box 1205  
Dalton, GA 30722

RE: De-Annexation of Tax Parcel No. 12-352-10-000

Dear Mayor Sams:

At the March 4, 2024 Regular Business Meeting of the Whitfield County Board of Commissioners, the Board voted 4-0 to accept Tax Parcel No. 12-352-10-000 into Unincorporated Whitfield County.

Regards,

*Blanca Cardona*

Blanca Cardona  
County Clerk

cc: Kristi Queen, Chief Appraiser  
Jess Hansen, GIS Coordinator  
David Metcalf, Emergency Services Director  
File

MATT DANIEL  
Fire Chief  
Telephone 706-278-7363  
Fax 706-272-7107  
mdaniel@daltonga.gov

## DALTON FIRE DEPARTMENT

404 School Street  
Dalton, GA 30720



PUBLIC SAFETY COMMISSION  
Truman Whitfield  
Terry Mathis  
Alex Brown  
Lane Jackson

February 14, 2024

RE: De-Annexation Proposal  
Parcel #12-352-10-000, S Hamilton St Ext

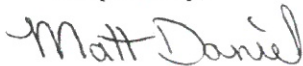
Annalee Harlan Sams  
Mayor, City of Dalton

Greetings,

A review of the proposed listed de-annexation request has been completed and the determination has been made there would be an impact to fire protection in the area as a result of de-annexation. De-annexation would create an isolated county property within the City. The proposed de-annexation would create a mutual aid response with the county that the city already responds to, potentially causing delays with emergency response for Police, Fire, and EMS.

Dalton Fire Department opposes de-annexation of the listed property.

Respectfully,



Matt Daniel  
Fire Chief  
Dalton Fire Department

Fire Chief  
Matt Daniel



**DALTON FIRE DEPARTMENT  
PREVENTION DIVISION**

**Prevention Division Coordinator**

Donnie Blankenship  
404 School Street  
Dalton, GA 30720  
(706) 529-7486

[dblankenship@daltonga.gov](mailto:dblankenship@daltonga.gov)

**Fire Inspectors**  
Scott Hearn  
(706) 278-7363 x247  
[shearn@daltonga.gov](mailto:shearn@daltonga.gov)  
Dale Stratton  
(706) 278-7363 x248  
[dstratton@daltonga.gov](mailto:dstratton@daltonga.gov)

February 13, 2024

Re: Annexation Analysis

**Property Address/Parcel:** South Hamilton St. Extension, Parcel 12-352-10-000

**Access:** All neighboring properties in the vicinity fall under the jurisdiction of the City of Dalton. The only access to the mentioned property is through S. Hamilton Street Extension, and de-annexation would essentially create an isolated area within the City. In order to maintain effectiveness in emergency response, I advise against the de-annexation of this property.

**Water Supply:** Adequate water supply is provided.

**Property Use:** Multiple uses.

**Setbacks:** Setback requirements are met and not an issue.

Respectfully,

Donnie Blankenship  
Prevention Division Coordinator

**William C Cason III**  
Chief of Police  
CCason@daltonga.gov  
www.daltonga.gov



Public Safety Commission  
Terry Mathis  
Truman Whitfield  
Alex Brown  
Lane Jackson

**DALTON POLICE DEPARTMENT**

301 Jones Street, Dalton, Georgia 30720  
Phone: 706-278-9085

Date: February 14, 2024

To: Chief Cliff Cason

From: Captain Shaun Scott

RE: De-Annexation Request – 0 South Hamilton St. Extension (TCW Dalton, LLC.)

Chief Cason:

I have reviewed the de-annexation request for parcel 12-352-10-000 totaling 19.84 acres, which is a wooded, undeveloped property on S. Hamilton St. Extension with no assigned address. The de-annexation of this property will have no impact on Dalton Police Department's ability to provide law enforcement services in this area.

Sincerely,

A handwritten signature in blue ink, appearing to read "Shaun Scott", with a long horizontal flourish extending to the right.

Captain Shaun Scott  
Patrol Division Commander



February 20, 2024

Mrs. Annalee Sams  
Mayor, City of Dalton  
Post Office Box 1205  
Dalton, Georgia 30722-1205

**RE: De-Annexation Request for S. Hamilton Street (19.84A) – Parcel # 12-352-10-000**

Dear Mayor Sams:

As requested in your February 12, 2024, memorandum, Dalton Utilities has reviewed the de-annexation request of TCW, LLC for 19.84 acres +/- located along S. Hamilton Street. This property is further described as parcel number 12-352-10-000 by the Whitfield County Tax Assessor's Office.

Dalton Utilities currently provides electrical, water, sewer, fiber optic telecommunications and natural gas service to this location. The de-annexation of this property would have little to no impact on utility service or rates to the customer; therefore, we have no objection to this request.

Please do not hesitate to contact me at (706) 529-1011 or [mbuckner@dutil.com](mailto:mbuckner@dutil.com) should any questions arise or if we may be of assistance.

Sincerely,

A handwritten signature in black ink that reads "Mark Buckner". The signature is written in a cursive style.

Mark Buckner, P.E.



PUBLIC WORKS DEPARTMENT

CHAD TOWNSEND, DIRECTOR

[ctownsend@daltonga.gov](mailto:ctownsend@daltonga.gov)

535 N. Elm Street  
P.O. Box 1205  
Dalton, GA 30722-1205  
Office: (706) 278-7077  
FAX: (706) 278-1847



ANNALEE SAMS, MAYOR CITY

COUNCIL MEMBERS:

DENNIS MOCK  
TYREE GOODLETT  
STEVE FARROW  
NICKY LAMA

## MEMORANDUM

**TO: ANNALEE SAMS, MAYOR**  
**ATTN: BERNADETTE CHATTAM, CITY CLERK**

**FROM: CHAD TOWNSEND, PUBLIC WORKS DIRECTOR**

**RE: DE-ANNEXATION REQUEST**  
**TCW DALTON, LLC**  
**2214/2216 S. HAMILTON ST.**  
**19.84 ACRES**  
**PARCEL NUMBER: (12-352-10-000)**

**DATE: FEBRUARY 21, 2024**

---

Please be advised that the Public Works Department has no objections to the de-annexation of the above referenced tract.



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 5/6/2024

**Agenda Item:** **The request of the City of Dalton to annex 50.06 acres located at 1022 Enterprise Drive, Dalton, Georgia at Tax Parcel 13-048-01-000 into the City of Dalton as Heavy Manufacturing (M-2). Parcel (13-048-01-000) (City)**

**Department:** Planning and Zoning

**Requested By:** Ethan Calhoun

**Reviewed/Approved by City Attorney?** Sent for Review

**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:**

See attached staff analysis and recommendation

## **ORDINANCE 24-10**

To Annex Certain Property On Enterprise Drive Of The City Into The City Of Dalton, Georgia, Pursuant To Chapter 36, Title 36 Of The Official Code Of Georgia Annotated; To Provide An Effective Date; And For Other Purposes

**BE IT ORDAINED** by the Mayor and Council of the City of Dalton and by authority of the same, **IT IS HEREBY ORDAINED** as follows:

### **Section 1:**

The area contiguous to the City of Dalton as described in Exhibit “A” (the “Property”), which is attached to and incorporated as a part of this ordinance, is hereby annexed into the City of Dalton, Georgia and is made a part of said city.

### **Section 2.**

This Ordinance shall be effective on the 1<sup>st</sup> day of June 2024.

### **Section 3.**

The acreage of the Property is approximately 50.06 acres. No streets or roads are affected by this annexation.

### **Section 4.**

The City Clerk of the City of Dalton, Georgia is instructed to send a report that includes certified copies of this Ordinance, the name of the county in which the property being annexed is located and a letter from the City stating the intent to add the annexed area to Census maps during the next survey and stating that the survey map will be completed and returned to the Census Bureau, Department of Community Affairs, and to the governing authority of Whitfield County, Georgia, within thirty (30) days after the effective date of the annexation as set forth above in Section 2.

### **Section 5.**

All ordinances and parts of ordinances in conflict with this ordinance are repealed.

**Section 6.**

It is hereby declared to be the intention of the Mayor and Council of the City of Dalton that the section, paragraphs, sentences, clauses and phrases of this Ordinance are severable and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or otherwise invalid by a court of competent jurisdiction such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance.

**SO ORDAINED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

The foregoing Ordinance received its first reading on \_\_\_\_\_ and a second reading on \_\_\_\_\_. Upon second reading a motion for passage of the ordinance was made by Councilmember \_\_\_\_\_, second by Councilmember \_\_\_\_\_ and upon the question the vote is \_\_\_\_ ayes, \_\_\_\_ nays and the Ordinance is adopted.

\_\_\_\_\_  
MAYOR/MAYOR PRO TEM

ATTEST:

\_\_\_\_\_  
CITY CLERK

**(Parcel No. 13-048-01-000)**

**EXHIBIT A**

All that tract or parcel of land lying and being in Land Lot No. 48 in the 13th District and 3rd Section of Whitfield County, Georgia and being more particularly described according to a plat of survey prepared for Dalton Utilities, by H. Gregory Massey, Georgia Registered Land Surveyor No.2760, dated January 2, 2019, and recorded in Plat Book E Page 1224, Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference.

A true copy of the foregoing Ordinance has been published in two public places within the City of Dalton for five (5) consecutive days following passage of the above-referenced Ordinance as of \_\_\_\_\_.

---

CITY CLERK  
CITY OF DALTON

**DALTON-VARNELL-WHITFIELD COUNTY PLANNING COMMISSION  
503 WEST WAUGH STREET  
DALTON, GA 30720**

**MEMORANDUM**

**TO:** City of Dalton Mayor and Council  
Andrew Parker  
Jonathan Bledsoe  
Jean Price-Garland

**FROM:** Jim Lidderdale  
Chairman

**DATE:** May 2, 2024

**SUBJECT: The request of the City of Dalton to annex 50.06 acres located at 1022 Enterprise Drive, Dalton, Georgia at Tax Parcel 13-048-01-000 into the City of Dalton as Heavy Manufacturing (M-2). Parcel (13-048-01-000) (City)**

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on April 22, 2024, at 6:00 p.m. at the Whitfield County Courthouse meeting room. A portion of the agenda included a public hearing concerning the above matter. A quorum of five members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Tyler White.

**Public Hearing Summary:**

Mr. White summarized the staff analysis which recommended the annexation be approved. There were no further questions for White.

With no other comments heard for or against, this hearing closed at approximately 6:39 pm.

**Recommendation:**

Chairman Lidderdale sought a motion on the requested annexation. **Jody McClurg then made a motion to recommend the annexation be approved. Octavio Perez then seconded the motion and a unanimous recommendation to approve the annexation followed, 4-0.**

**STAFF ANALYSIS**  
**REZONING REQUEST**  
*Unified Zoning Ordinance*

**ZONING CASE:** The City of Dalton Mayor and Council is seeking to annex a tract of land zoned Heavy Manufacturing (M-2) (parcel 13-048-01-000) containing a total of 50.06 acres located at 1022 Enterprise Drive into the City of Dalton. The subject property is owned by the City of Dalton and contains an electrical substation:

The surrounding uses and zoning are as follows: To the north are several tracts of land zoned and developed for manufacturing and industrial use. To the east is a large tract of land zoned and developed for manufacturing and industrial land use. To the south are a few tracts of land zoned for residential land use that are undeveloped. To the west are two tracts of land zoned for manufacturing and industrial land use of which one is developed for manufacturing use.

The subject property is petitioning to be within the jurisdiction of the City of Dalton Mayor and Council and currently within the jurisdiction of the Whitfield County Board of Commissioners.

**CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS**

**(A) Whether the proposed amendment would allow a use that is generally suitable for the site compared to other possible uses and whether the proposed change is consistent with the established land use pattern and zoning of adjacent and nearby properties.**

The subject property's use will not be affected by the proposed annexation due to the shared zoning classifications as part of the Unified Zoning Ordinance that both Dalton and Whitfield County have adopted. The subject property is adjacent to the City of Dalton's boundary to the north and south of its boundaries.

**(B) Whether the proposed amendment would adversely affect the economic value or the uses of adjacent and nearby properties.**

No impact is expected based on the fact that the zoning will remain the same under the UZO.

**(C) Whether the subject property has a reasonable economic use as currently zoned, considering the suitability of the subject property for the proposed zoned uses.**

The subject property is eligible for annexation based on its adjacency to the City of Dalton along two of its boundaries.

**(D) Whether there is relative gain to the health, safety, morals, or general welfare of the public as compared to any hardship imposed upon the individual owner under the existing zoning.**

N/A



**(E) Whether the proposed amendment, if adopted or approved, would result in a use which would or could cause an excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other utilities, as contrasted with the impact under the existing zoning.**

No impact to utilities or public infrastructure is expected. The City of Dalton already serves multiple adjacent properties in this area.

**(F) Whether the property sought to be rezoned (or annexed) is in conformity with the policy and intent of the adopted joint comprehensive plan or equivalent. If not, has the plan already been amended, officially or unofficially, by the development of uses which are contrary to the plan recommendation, and if the plan has been amended, does this rezoning or annexation request allow uses which are compatible to the existing uses in the vicinity.**

The proposed annexation would not be in conflict with the Joint Comprehensive Plan.

**(G) Whether there are any other conditions or transitional patterns affecting the use and development of the property to be rezoned or annexed, which give grounds for approval or disapproval of the proposed zoning proposal. Whether the proposed zoning change constitutes an “entering wedge” and is a deterrent to the use, improvement, or development of adjacent property within the surrounding zone districts or would create an isolated, unrelated district (spot zone) as interpreted by current Georgia law.**

The subject property’s annexation will connect an island of City jurisdiction to the contiguous City boundary, thus eliminating an island and creating a more consistent municipal boundary

**(H) Whether the subject property, as currently zoned, is vacant and undeveloped for a long period of time, considered in the context of land development in the vicinity or whether there are environmental or cultural factors, like steep slopes, flood plain, storm water, or historical issues that influence the development of the subject property under any zoning designation.**

N/A

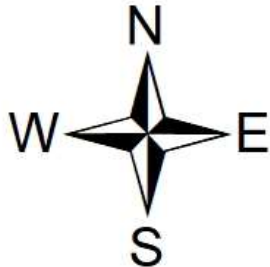
**CONCLUSION:**

The staff can provide a recommendation to approve the requested annexation of the subject property into the City of Dalton based on the following factors:




1. The requested annexation would create a more consistent municipal boundary.
2. There is no expectation that the proposed rezoning and development would harm the values of adjacent or nearby properties given there would be no change to the existing zoning or land use.



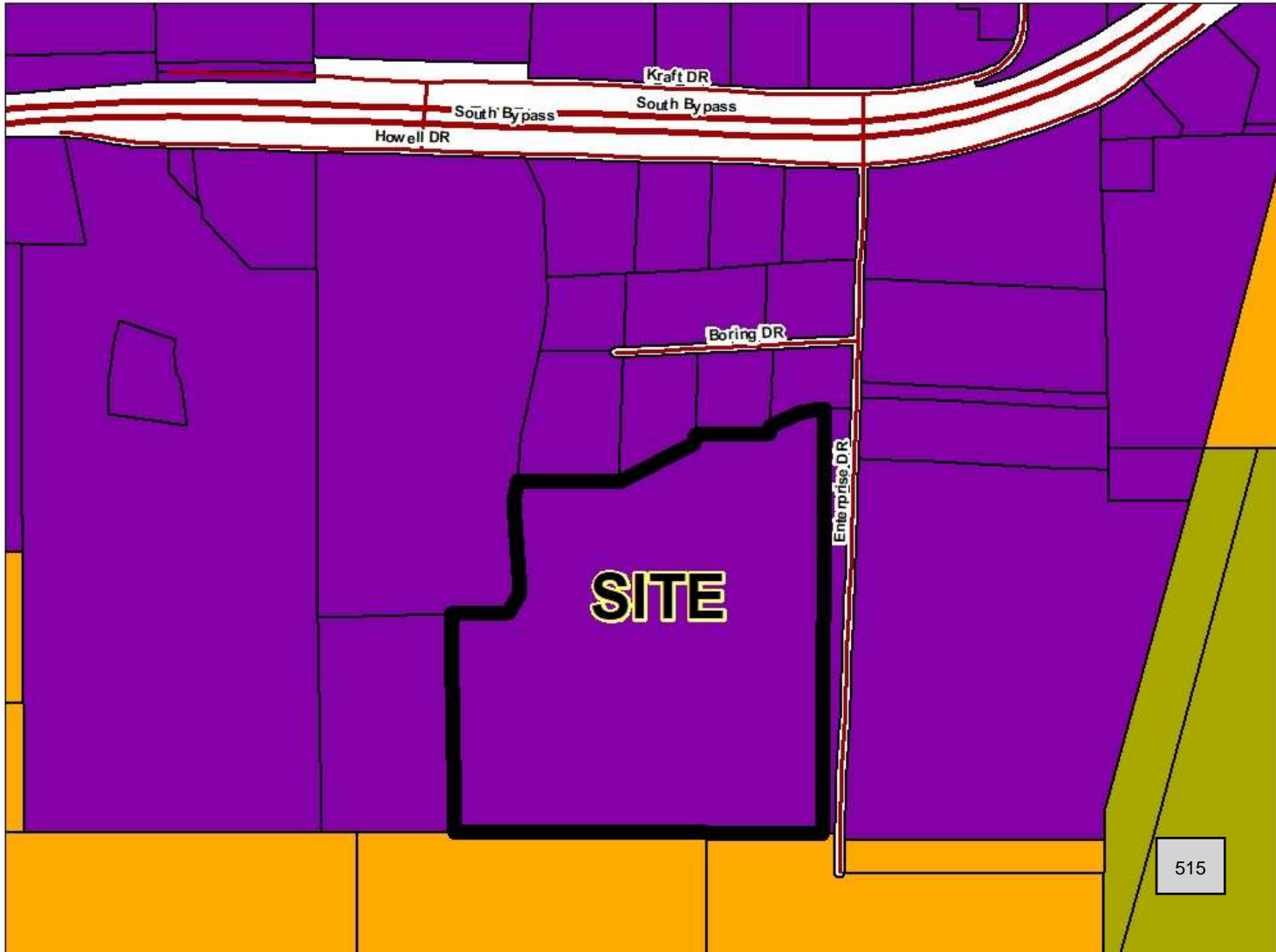
# City of Dalton-Annexation Request Into the City of Dalton Zoning to remain M-2, Heavy Manufacturing



**ZONING**

-  General Agriculture (GA)
-  Rural Residential (R-5)
-  Heavy Manufacturing (M-2)

**FEET**  
**500**

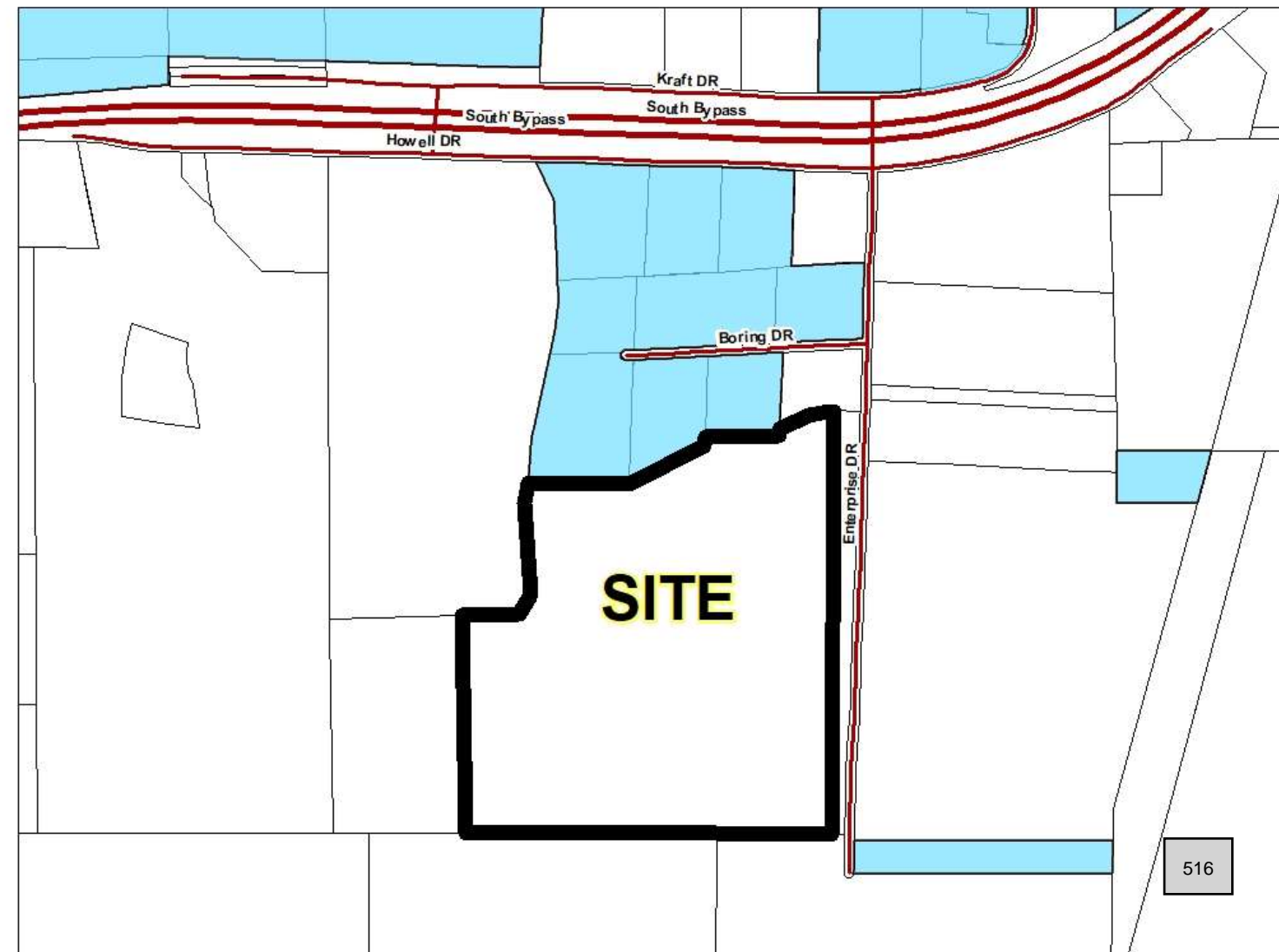


# City of Dalton-Annexation Request Into the City of Dalton Zoning to remain M-2, Heavy Manufacturing

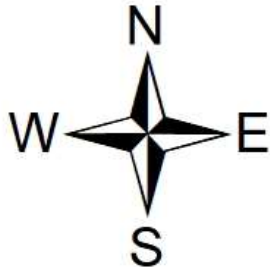


**DALTON CITY LIMITS**  
Town\_Boundaries

**FEET**  
**500**



# City of Dalton-Annexation Request Into the City of Dalton Zoning to remain M-2, Heavy Manufacturing

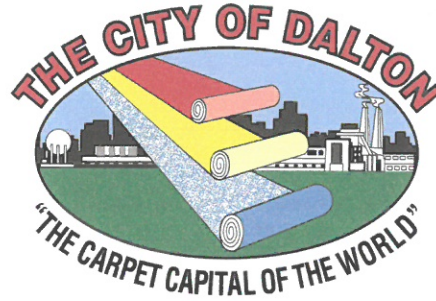


**FEET**  
**500**



BERNADETTE CHATTAM, CMC  
CITY CLERK

COUNCIL MEMBERS



February 12, 2024

TO: Matthew Daniel, Fire Department  
Cliff Cason, Police Department  
Jonathan Bledsoe, The Minor Firm  
Chad Townsend, Public Works Department  
John Thomas, Dalton Utilities  
Ethan Calhoun, NWGRC

FROM: Annalee Sams  
Mayor, City of Dalton

Please review this **Annexation** request and submit your comments within seven days to the City of Dalton City Clerk's Office.

NAME: City of Dalton  
STREET ADDRESS: 1022 Enterprise Dr.  
AMOUNT OF ACREAGE: 50.06  
PARCEL NUMBERS: 13-048-01-000  
PLAT ATTACHED: YES  NO   
ZONING CLASSIFICATION: M-2



# ANNEXATION APPLICATION

I HEREBY REQUEST THE MAYOR AND COUNCIL OF THE CITY OF DALTON ANNEX THE PROPERTY DESCRIBED BELOW IN THIS APPLICATION.

**PLEASE LIST THE APPLICANT NAME REQUESTING ANNEXATION**

APPLICANT NAME: City of Dalton, Georgia
APPLICANT ADDRESS: P.O. Box 1205
CITY, STATE & ZIP: Dalton, Georgia 30722
TELEPHONE NUMBER: (706) 278-9500

**PROPOSED PROPERTY TO BE ANNEXED**

(1) STREET ADDRESS OF PROPERTY TO BE ANNEXED: 1022 Enterprise Drive, Dalton, Ga 30721
(2) SUBDIVISION OF THE PROPERTY TO BE ANNEXED: N/A
(3) LOT(S) NUMBER OF THE PROPERTY TO BE ANNEXED: TPN: 13-048-01-000
(4) FUTURE INTENDED USE OF THE PROPERTY TO BE ANNEXED: Manufacturing

- PROPOSED ZONING CLASSIFICATION M-2, Heavy Manufacturing

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- PROPOSED AMOUNT OF ACREAGE TO BE ANNEXED 50.06 Acres

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- TAX MAP NUMBER/PARCEL NUMBER TPN: 13-048-01-000

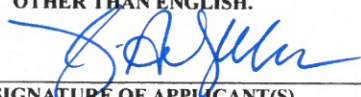
---

- HOUSING UNITS N/A

---

- (1) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF REGISTERED VOTERS
- (2) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF ADULTS OF VOTING AGE, IF DIFFERENT NUMBER THAN SHOWN IN NUMBER (1)
- (3) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF ADULTS IN THE HOUSEHOLD.
- (4) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF CHILDREN IN THE HOUSEHOLD.
- (5) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF HOUSING UNITS.
- (6) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, PLACE NUMBER OF RESIDENTS IN APPLICABLE BOX.
 

<input type="checkbox"/> CAUCASIAN	<input type="checkbox"/> LATINO
<input type="checkbox"/> AFRICAN AMERICAN	<input type="text" value="N/A"/> OTHER
- (7) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF PERSONS WHOSE PRIMARY LANGUAGE IS OTHER THAN ENGLISH.

  
 \_\_\_\_\_  
 SIGNATURE OF APPLICANT(S)

02/12/2024  
 \_\_\_\_\_  
 DATE

OWNERSHIP VERIFICATION

The undersigned is the / an owner of an interest in the lands described in the attached Annexation Contract, which proposes to amend the Official Zoning Map of Dalton, Georgia, and concurs in the application. The undersigned's interest in the lands described in the application is as follows:

TPN: 13-048-01-000

Describe parcel or parcels and nature of interest and percentage of interest

I hereby appoint Todd Pangle my attorney in fact with full authority, my name, place, and stead, to apply for the zoning amendment as set forth in the attached annexation contract.

[Signature]  
(Owner's Name)

Sworn to and subscribed  
Before me, this 12<sup>th</sup> day  
of February, 2024

[Signature]  
Notary Public

(Seal)





Deed Doc: WD  
Recorded 01/22/2019 02:53PM  
Georgia Transfer Tax Paid : \$0.00  
MELICA KENDRICK  
Clerk Superior Court, WHITFIELD County, Ga.  
Bk 06690 Pg 0676-0679

Pre1000147

[Space above this line for recording data.]

Please Record and Return To:

✓ J. Tom Minor, IV  
The Minor Firm  
P.O. Box 2586  
Dalton, GA 30722-2586

**LIMITED WARRANTY DEED**

Georgia, Whitfield County

THIS INDENTURE made this 18<sup>th</sup> day of January, 2019, between Whitfield Properties, Inc., a Georgia corporation, Grantor, and City of Dalton, Georgia, a municipal corporation of the State of Georgia, Grantee.

The words "Grantor" and "Grantee" whenever used herein shall include all individuals, corporations and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein.

THE GRANTOR, for and in consideration of the sum of ten dollars and other valuable considerations, in hand paid at or before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell and convey unto the said Grantee all that tract or parcel of land as more particularly described in Exhibit "A" attached hereto, reference to which is hereby made and incorporated herein by reference.

THIS CONVEYANCE is made subject only to the matters (the "permitted encumbrances") set out in Exhibit "B" attached hereto, the terms of which are made a part hereof.

TO HAVE AND TO HOLD the said tract of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit and behoof of the said Grantee forever, in Fee Simple, the said Grantor hereby covenanting that the above-described property is free and clear from any encumbrance done or suffered by Grantor. The said

Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the lawful claims of all persons claiming by, through or under the said Grantor.

IN WITNESS WHEREOF, this deed has been duly executed and sealed by Grantor the day and year first above written.

Signed, sealed and delivered  
In the presence of:

*Mick*  
Unofficial Witness

*Krista Dooley*  
Notary Public  
2/18/2019  
My commission expires:

[Notarial Seal]

20180824



Whitfield Properties, Inc.

By: *Howard J. Hamilton*  
Howard J. Hamilton, President

Attest: *James Marcus Boring, III*  
James Marcus Boring, III, Secretary

{Corporate Seal}

**EXHIBIT "A"**

All that tract or parcel of land lying and being in Land Lot No. 48 in the 13th District and 3rd Section of Whitfield County, Georgia and being more particularly described according to a plat of survey prepared for Dalton Utilities, by Gregory Massey, Georgia Registered Land Surveyor No. 2760, dated January 9, 2019, and recorded in Plat Book E Page 1224, Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference.

For prior title, see Deed Book 977 Page 19, Whitfield County, Georgia Land Records.

**EXHIBIT "B"**

1. Taxes for the year 2019 not yet due and payable.
2. Any and all applicable building and zoning laws and regulations.
3. Georgia Power Company easement set forth in the instrument recorded in Deed Book 522 Page 195, Whitfield County, Georgia Land Records.
4. Dedication of Public Right of Way set forth in the instrument recorded in Deed Book 2942 Page 343, Whitfield County, Georgia Land Records.

**Annexation Request**

City of Dalton, Georgia  
Whitfield County to City of Dalton.

**Parcel Information**

TPN #: 13-048-01-000  
Address: 1022 Enterprise Drive  
Zoning: M-2, Heavy Manufacturing  
Total Parcel Area: 30.06 Acres

**Annexation Description**

The applicant is requesting to annex TPN #: 13-048-01-000.

Source: Whitfield County GIS

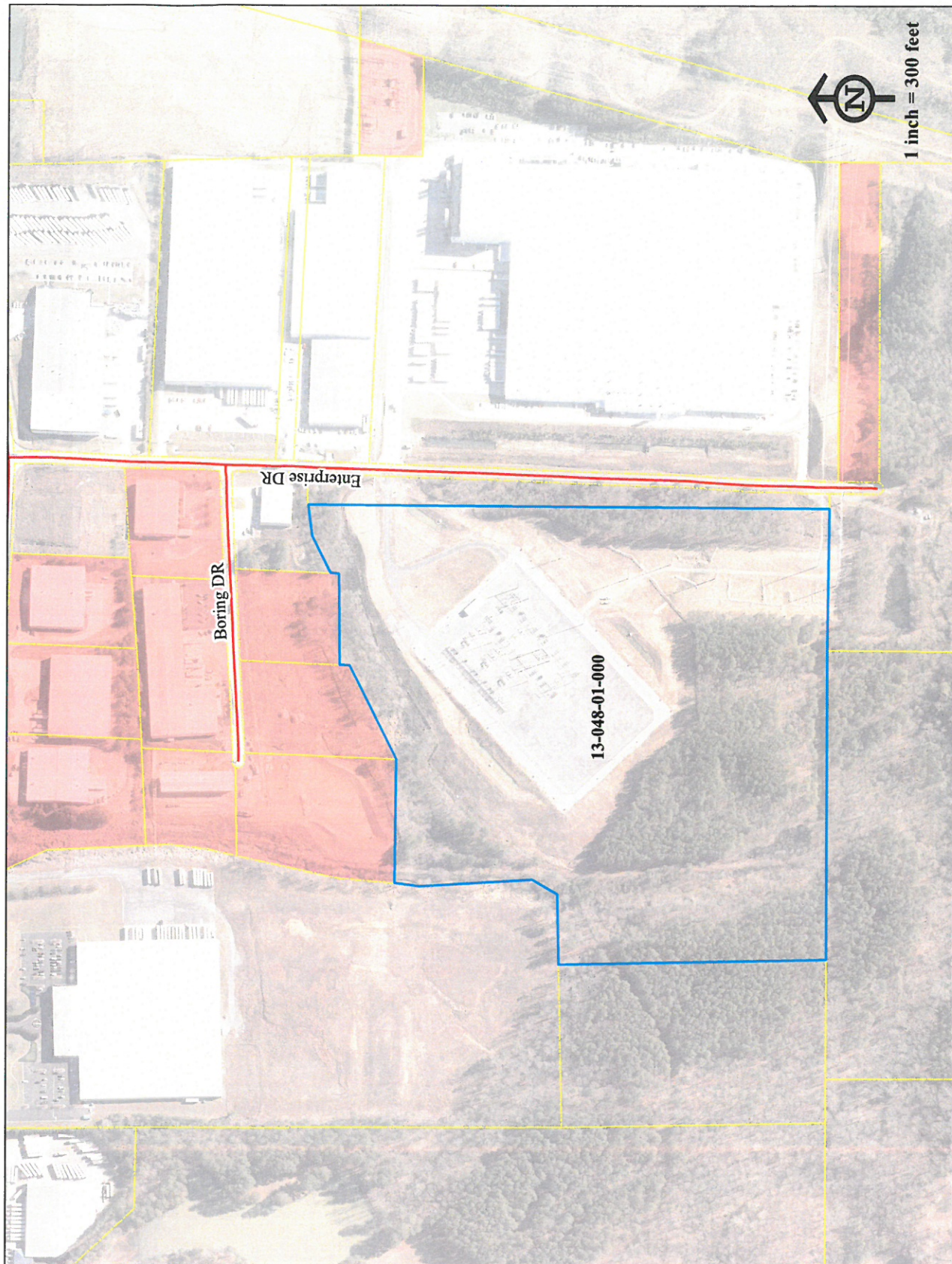
Date: 02/05/2024

This map is made available for reference only and should not be substituted for a survey product.

Whitfield County Board of Commissioners will not accept liability of any kind in conjunction with its use.



Community Development





## NOTICE TO ALL LANDOWNERS REGARDING ANNEXATION


If your request to annex your property into the City of Dalton is approved by Whitfield County, you will be charged a city property tax for the City of Dalton as well as a Public School tax. This will appear on your property tax bill that you receive from Whitfield County. The millage rate is 2.537 mils per at 100% of assessed property value.

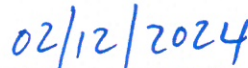
Example: If your property is valued at \$100,000 – your assed value is 100% or  $\$100,000 \times 2.237$  mils, your Dalton City tax would be \$223.7 per year.

Should you have any questions, please contact the Whitfield County Tax Commissioners office at (706) 275-7510.

---

I have read the above statement and understand that if my property is annexed, I will be charged Dalton City tax.

  
\_\_\_\_\_  
SIGNED

  
\_\_\_\_\_  
DATE

# Whitfield County Tax Parcel Information

## Owner and Parcel Information

Parcel Number 13-048-01-000  
Realkey 31261  
Property Record Card [Click Here](#)  
Property Record Card [Click Here](#)  
GIS Map [Map](#)  
Owner Name CITY OF DALTON GEORGIA  
Owner Address P O BOX 1205  
Owner Address 2  
Owner Address 3  
Owner City DALTON  
Owner State GA  
Owner Zip 307221205  
Latitude  
Longitude

## Property Information

Class Exempt  
Strata Public Property  
Tax District County  
Neighborhood  
Legal Description 50.17A LL 048-13  
Total Acres 50.06  
Zoning See GIS Map  
GMD\Map Number 087  
Subdivision  
Subdivision Phase  
Subdivision Section 0009  
Subdivision Block  
Subdivision Lot  
Comments:

## Appeals Information

This parcel does not have any appeals

## Parcel Address

Parcel House Number 1022  
Parcel Street Extension  
Parcel Street Direction  
Parcel Street Name ENTERPRISE  
Parcel Street Units  
Parcel Street Type DR

## Current Fair Market Value Information

Previous 525630  
Current 541826  
Land 525630  
Residential Improvement  
Commercial Improvement 16196  
Accessory Improvement  
Conservation Use Value

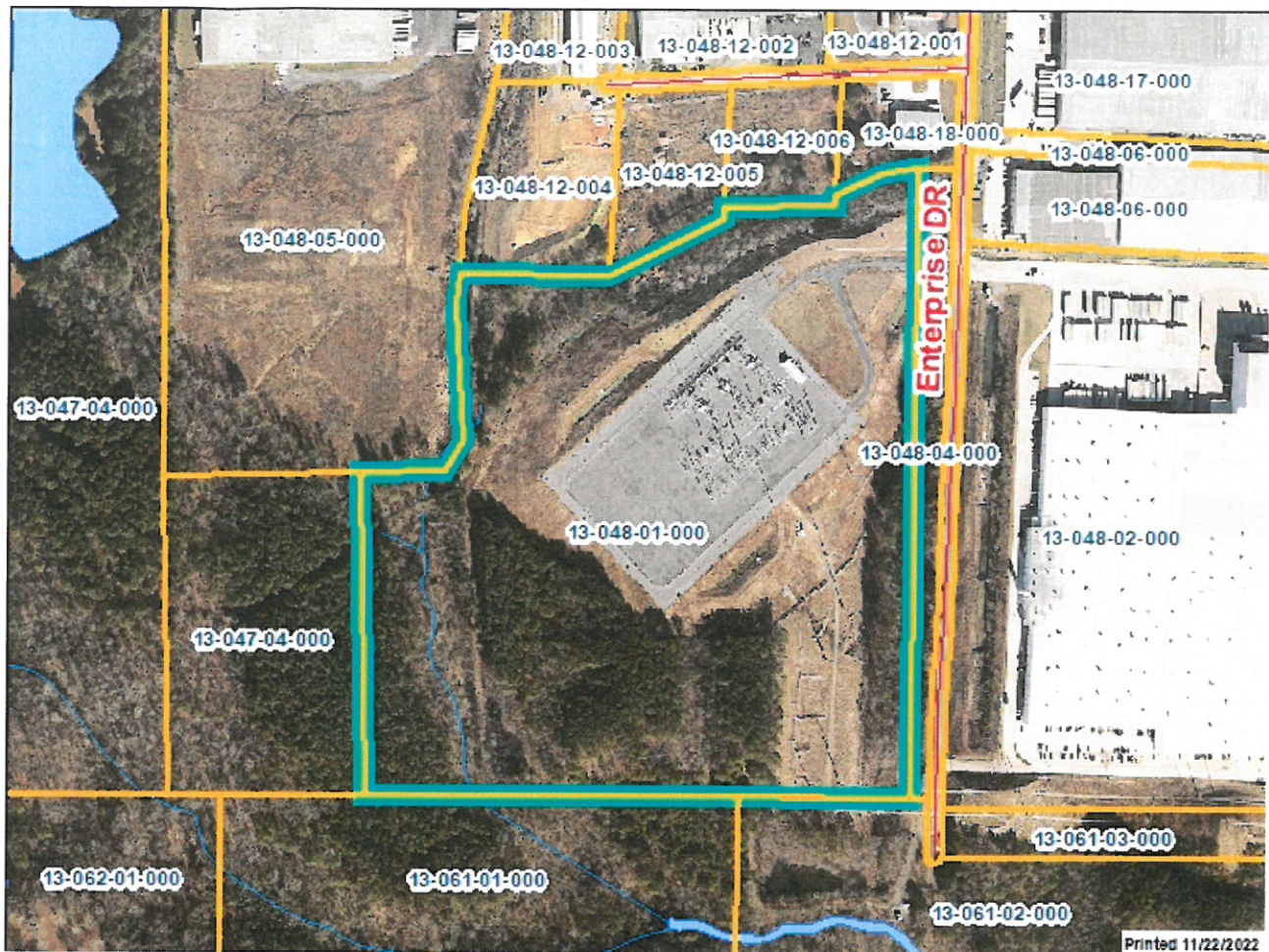
## Historical Fair Market Value Information

2021 525630  
2020 525630  
2019 525630

## Exemption Information

Homestead 50  
Preferential Year  
Conservation Use Year  
Historical Year  
Historical Val 0  
EZ year  
EZ Val 0

## GIS Quickmap



For the current GIS map of this parcel, click on the [Quickmap](#) to launch the interactive map viewer

## Tax Commissioner Information

Before making payment verify the amount due with the Tax Commissioner's office at 706-275-7510

Tax Bill Recipient	CITY OF DALTON GEORGIA	Legal Description	50.17A LL 048-13
Year	2023	Sale Date	
Parcel Number	13-048-01-000	Taxes Due	0
Bill	207471	Taxes Due Date	12/20/2023
Exemption Type		Taxes Paid	0
Account No.	7087866	Taxes Paid Date	
Millage Rate	0	Current Due	0
Fair Market Value	541826	Back Taxes	7373.3
Assessed Value	0	Total Due	7373.3
Prior Years Tax Data	Tax		

## Commercial Structure Information

### General

Improvement Number	1
Section Number	1
Sketch	<a href="#">Click Here</a>
Class	Exempt
Strata	Public Property
Built As	17Lt Comm Equip Bldg D
Used As	17Lt Comm Equip Bldg D
Grade	100

### Construction Information

Construction Type	Prefab Structural Steel
Wall Height	8
Year Built	2022
Effective Year Built	
Section Area	1092
Total Building Area	1092

### Plumbing

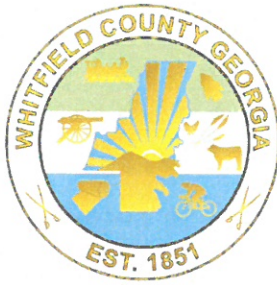
One Fixture	0
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## EXHIBIT "B"

4-1-18

***Heavy manufacturing (M-2.)*** This district is established to provide suitable areas for general industrial, carpet manufacturing, distribution, or warehousing activities and/or other intensive activities of industrial nature which may generate external traffic and may include moderate amounts of environmental pollution in the form of traffic, noise, odors, smoke, fumes, glare, or heat.



# Whitfield County

Board of Commissioners

Board Members  
Jevin Jensen, Chairman  
Barry W. Robbins  
Robby Staten  
John Thomas  
Greg Jones

March 8, 2024

Honorable Annalee Sams  
Mayor, City of Dalton  
P.O. Box 1205  
Dalton, GA 30722

RE: Tax Parcel Nos. 13-048-01-000 & 12-216-03-000

Dear Mayor Sams:

At the March 4, 2024 Regular Business Meeting of the Whitfield County Board of Commissioners, the Board voted 4-0 to have no land use classification objection to the annexation of Tax Parcel Nos. referenced above.

Regards,

*Blanca Cardona*

Blanca Cardona  
County Clerk

cc: Kristi Queen, Chief Appraiser  
Jess Hansen, GIS Coordinator  
David Metcalf, Emergency Services Director  
File

**William C Cason III**  
Chief of Police  
CCason@daltonga.gov  
www.daltonga.gov



Public Safety Commission  
Terry Mathis  
Truman Whitfield  
Alex Brown  
Lane Jackson

**DALTON POLICE DEPARTMENT**

301 Jones Street, Dalton, Georgia 30720

Phone: 706-278-9085

Date: February 14, 2024

To: Chief Cliff Cason

From: Captain Shaun Scott

RE: Annexation Request – 1022 Enterprise Dr. (City of Dalton)

Chief Cason:

I have reviewed the annexation request for property belonging to The City of Dalton, located at 1022 Enterprise Dr., and have visited the site. The complex is situated on 50.06 acres and is identified as parcel number 13-048-01-000. The annexation of this property will have no impact on Dalton Police Department's ability to provide law enforcement services in this area.

Sincerely,

A handwritten signature in blue ink, appearing to read "Shaun Scott", with a long horizontal stroke extending to the right.

Captain Shaun Scott  
Patrol Division Commander



February 20, 2024

Mrs. Annalee Sams  
Mayor, City of Dalton  
Post Office Box 1205  
Dalton, Georgia 30722-1205

**RE: Annexation Request for 1022 Enterprise Drive (50.06A) – Parcel # 13-048-01-000**

Dear Mayor Sams:

As requested in your February 12, 2024, memorandum, Dalton Utilities has reviewed the annexation request of the City of Dalton for 50.06 acres +/- located at 1022 Enterprise Drive. This property is further described as parcel number 13-048-01-000 by the Whitfield County Tax Assessor's Office.

Dalton Utilities currently provides electrical, water, sewer, fiber optic telecommunications and natural gas service to this location. The annexation of this property would have little to no impact on utility service or rates to the customer; therefore, we have no objection to this request.

Please do not hesitate to contact me at (706) 529-1011 or [mbuckner@dutil.com](mailto:mbuckner@dutil.com) should any questions arise or if we may be of assistance.

Sincerely,

A handwritten signature in black ink that reads "Mark Buckner". The signature is written in a cursive, flowing style.

Mark Buckner, P.E.

PUBLIC WORKS DEPARTMENT

CHAD TOWNSEND, DIRECTOR

[ctownsend@daltonga.gov](mailto:ctownsend@daltonga.gov)

535 N. Elm Street  
P.O. Box 1205  
Dalton, GA 30722-1205  
Office: (706) 278-7077  
FAX: (706) 278-1847



ANNALEE SAMS, MAYOR CITY

COUNCIL MEMBERS:

DENNIS MOCK  
TYREE GOODLETT  
STEVE FARROW  
NICKY LAMA

## MEMORANDUM

**TO: ANNALEE SAMS, MAYOR**  
**ATTN: BERNADETTE CHATTAM, CITY CLERK**

**FROM: CHAD TOWNSEND, PUBLIC WORKS DIRECTOR**

**RE: ANNEXATION REQUEST**  
**CITY OF DALTON**  
**1022 ENTERPRISE DR**  
**50.06 ACRES**  
**PARCEL NUMBER: (13-048-01-000)**

**DATE: FEBRUARY 21, 2024**

---

Please be advised that the Public Works Department has no objections to the annexation of the above reference tract. This being a commercial parcel, minimal services will be required on behalf of the Public Works Department.

MATT DANIEL  
Fire Chief  
Telephone 706-278-7363  
Fax 706-272-7107  
mdaniel@daltonga.gov

## DALTON FIRE DEPARTMENT

404 School Street  
Dalton, GA 30720



PUBLIC SAFETY COMMISSION  
Truman Whitfield  
Terry Mathis  
Alex Brown  
Lane Jackson

February 14, 2024

RE: Annexation Proposal *1022*  
Parcel #13-048-01-000, ~~1020~~ Enterprise Dr

Annalee Harlan Sams  
Mayor, City of Dalton

Greetings,

A review of the proposed annexation listed above has been completed, it has been determined there would not be a negative impact to the fire protection in the area as a result of such annexation approval.

Dalton Fire Department has no objection to annexation of the listed property.

Respectfully,

A handwritten signature in black ink that reads 'Matt Daniel' in a cursive style.

Matt Daniel  
Fire Chief  
Dalton Fire Department

**Fire Chief**  
Matt Daniel



**DALTON FIRE DEPARTMENT**  
**PREVENTION DIVISION**

**Prevention Division Coordinator**

Donnie Blankenship  
404 School Street  
Dalton, GA 30720  
(706) 529-7486

[dblankenship@daltonga.gov](mailto:dblankenship@daltonga.gov)

**Fire Inspectors**

Scott Hearn  
(706) 278-7363 x247

[shearn@daltonga.gov](mailto:shearn@daltonga.gov)

Dale Stratton

(706) 278-7363 x248

[dstratton@daltonga.gov](mailto:dstratton@daltonga.gov)

February 13, 2024

Re: Annexation Analysis

**Property Address/Parcel:** 1022 Enterprise Dr., Parcel 13-048-01-000

**Access:** Access to the properties and structures is not an issue.

**Water Supply:** Adequate water supply is provided.

**Property Use:** Multiple uses.

**Setbacks:** Setback requirements are met and not an issue.

Respectfully,

Donnie Blankenship  
Prevention Division Coordinator



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 5/6/2024

**Agenda Item:** **The request of Christian Heritage Schools, Inc. to annex 28.55 acres located at 1600 Martin Luther King Jr. Blvd., Dalton, Georgia at Tax Parcel 12-216-03-000 into the City of Dalton as Low-Density Single Family Residential (R-2). Parcel (12-216-03-000) (City)**

**Department:** Planning and Zoning

**Requested By:** Ethan Calhoun

**Reviewed/Approved by City Attorney?** Sent for Review

**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:**

See attached staff analysis and recommendation



## **ORDINANCE 24-11**

To Annex Certain Property of Christian Heritage School, Inc. Into The City Of Dalton, Georgia, Pursuant To Chapter 36, Title 36 Of The Official Code Of Georgia Annotated; To Provide An Effective Date; And For Other Purposes

**BE IT ORDAINED** by the Mayor and Council of the City of Dalton and by authority of the same, **IT IS HEREBY ORDAINED** as follows:

### **Section 1:**

The area contiguous to the City of Dalton as described in Exhibit “A” (the “Property”), which is attached to and incorporated as a part of this ordinance, is hereby annexed into the City of Dalton, Georgia and is made a part of said city.

### **Section 2.**

This Ordinance shall be effective on the 1<sup>st</sup> day of June, 2024.

### **Section 3.**

The acreage of the Property is approximately 28.55 acres. No streets or roads are affected by this annexation.

### **Section 4.**

The City Clerk of the City of Dalton, Georgia is instructed to send a report that includes certified copies of this Ordinance, the name of the county in which the property being annexed is located and a letter from the City stating the intent to add the annexed area to Census maps during the next survey and stating that the survey map will be completed and returned to the Census Bureau, Department of Community Affairs, and to the governing authority of Whitfield County, Georgia, within thirty (30) days after the effective date of the annexation as set forth above in Section 2.

### **Section 5.**

All ordinances and parts of ordinances in conflict with this ordinance are repealed.

**Section 6.**

It is hereby declared to be the intention of the Mayor and Council of the City of Dalton that the section, paragraphs, sentences, clauses and phrases of this Ordinance are severable and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or otherwise invalid by a court of competent jurisdiction such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance.

**SO ORDAINED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

The foregoing Ordinance received its first reading on \_\_\_\_\_ and a second reading on \_\_\_\_\_. Upon second reading a motion for passage of the ordinance was made by Councilmember \_\_\_\_\_, second by Councilmember \_\_\_\_\_ and upon the question the vote is \_\_\_\_ ayes, \_\_\_\_ nays and the Ordinance is adopted.

\_\_\_\_\_  
MAYOR/MAYOR PRO TEM

ATTEST:

\_\_\_\_\_  
CITY CLERK

**(Parcel No. 12-216-03-000)**

**EXHIBIT A**

All that tract or parcel of land lying and being in Land Lot No. 216 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described according to a plat of survey dated January 19, 2000 prepared by Joseph R. Evans, Georgia Registered Land Surveyor No. 2168, for the Estate of Bertha S. Ingle, and being more particularly described according to said survey as follows:

BEGINNING at an iron pin at the northeast corner of said Land Lot No. 216; thence south 05 degrees 44 minutes 15 seconds west a distance of 271.21 feet to an iron pin; thence south 08 degrees 27 minutes 23 seconds west a distance of 302.50 feet to an iron pin; thence south 08 degrees 50 minutes 15 seconds west a distance of 262.30 feet to an iron pin; thence south 87 degrees 39 minutes 27 seconds west a distance of 47.00 feet to an iron pin; thence south 86 degrees 26 minutes 22 seconds west a distance of 220.43 feet to an iron pin; thence south 80 degrees 46 minutes 20 seconds west a distance of 231.59 feet to an iron pin located in the north right of way line of North Dogwood Drive (40' R/W assumed); thence running in a westerly direction, along the assumed north right of way line of North Dogwood Drive, the following courses and distances, to wit: north 54 degrees 51 minutes 37 seconds west, 14.09 feet; north 89 degrees 30 minutes 16 seconds west, 38.69 feet; south 83 degrees 57 minutes 13 seconds west, 80.17 feet; south 80 degrees 43 minutes 06 seconds west, 184.20 feet; south 83 degrees 20 minutes 56 seconds west, 88.29 feet; south 85 degrees 15 minutes 02 seconds west, 128.43 feet; south 83 degrees 12 minutes 29 seconds west, 46.72 feet; south 77 degrees 51 minutes 59 seconds west, 58.79 feet; south 57 degrees 29 minutes 33 seconds west, 55.39 feet; and south 32 degrees 36 minutes 24 seconds west, 15.80 feet to an iron pin; thence south 80 degrees 46 minutes 20 seconds west a distance of 10.16 feet to an iron pin; thence south 80 degrees 54 minutes 27 seconds west a distance of 211.37 feet to an iron pin; thence north 05 degrees 03 minutes 18 seconds west a distance of 805.95 feet to an iron pin in the south right of way line of Martin Luther King, Jr. Boulevard (R/W varies); thence running in a northeasterly direction, along the south right of way line of Martin Luther King, Jr. Boulevard, the following courses and distances: north 60 degrees 01 minute 45 seconds east, 289.88 feet to a right of way marker; north 28 degrees 32 minutes 54 seconds west, 4.23 feet to a right of way marker; and north 59 degrees 34 minutes 23 seconds east, 93.10 feet to an iron pin; thence north 88 degrees 40 minutes 19 seconds east a distance of 1,254.69 feet to POINT OF BEGINNING.

A true copy of the foregoing Ordinance has been published in two public places within the City of Dalton for five (5) consecutive days following passage of the above-referenced Ordinance as of \_\_\_\_\_.

---

CITY CLERK  
CITY OF DALTON

**DALTON-VARNELL-WHITFIELD COUNTY PLANNING COMMISSION  
503 WEST WAUGH STREET  
DALTON, GA 30720**

**MEMORANDUM**

**TO:** City of Dalton Mayor and Council  
Andrew Parker  
Jonathan Bledsoe  
Jean Price-Garland

**FROM:** Jim Lidderdale  
Chairman

**DATE:** May 2, 2024

**SUBJECT: The request of Christian Heritage Schools, Inc. to annex 28.55 acres located at 1600 Martin Luther King Jr. Blvd., Dalton, Georgia at Tax Parcel 12-216-03-000 into the City of Dalton as Low Density Single Family Residential (R-2). Parcel (12-216-03-000) (City)**

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on April 22, 2024, at 6:00 p.m. at the Whitfield County Courthouse meeting room. A portion of the agenda included a public hearing concerning the above matter. A quorum of five members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Tyler White.

**Public Hearing Summary:**

Mr. White summarized the staff analysis which recommended the annexation be approved. There were no further questions for White.

With no other comments heard for or against, this hearing closed at approximately 6:41 pm.

**Recommendation:**

Chairman Lidderdale sought a motion on the requested annexation. **Eric Barr then made a motion to recommend the annexation be approved. Chris Shiflett then seconded the motion and a unanimous recommendation to approve the annexation followed, 4-0.**

**STAFF ANALYSIS  
REZONING REQUEST  
*Unified Zoning Ordinance***

**ZONING CASE:** Christian Heritage Schools, Inc. is seeking to annex a tract of land zoned Low Density Single Family Residential (R-2) (parcel 12-216-03-000) containing a combined total of 28.55 acres located at 1600 Martin Luther King Jr. Boulevard into the City of Dalton. The subject property currently contains a portion of the private school's campus and ball fields:

The surrounding uses and zoning are as follows: To the north are several tracts of land zoned R-2 that contain the majority of the CHS campus. To the east are three tracts of land zoned R-2 that each contain a single family detached dwelling. To the south multiple tracts of land all zoned R-2 that are either undeveloped or contain a single family detached dwelling. To the west are three tracts of land that are zoned R-2 and R-7. Two of the adjacent tracts are part of a multi-family residential development while the third tract is undeveloped.

The subject property is petitioning to be within the jurisdiction of the City of Dalton Mayor and Council and currently within the jurisdiction of the Whitfield County Board of Commissioners.

**CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS**

**(A) Whether the proposed amendment would allow a use that is generally suitable for the site compared to other possible uses and whether the proposed change is consistent with the established land use pattern and zoning of adjacent and nearby properties.**

The subject property's use will not be affected by the proposed annexation due to the shared zoning classifications as part of the Unified Zoning Ordinance that both Dalton and Whitfield County have adopted. The subject property is adjacent to the City of Dalton's boundary along its entire northern and western boundary.

**(B) Whether the proposed amendment would adversely affect the economic value or the uses of adjacent and nearby properties.**

No impact is expected based on the fact that the zoning will remain the same under the UZO.

**(C) Whether the subject property has a reasonable economic use as currently zoned, considering the suitability of the subject property for the proposed zoned uses.**

The subject property is eligible for annexation based on its adjacency to the City of Dalton along multiple boundaries.

**(D) Whether there is relative gain to the health, safety, morals, or general welfare of the public as compared to any hardship imposed upon the individual owner under the existing zoning.**

N/A

**(E) Whether the proposed amendment, if adopted or approved, would result in a use which would or could cause an excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other utilities, as contrasted with the impact under the existing zoning.**

No impact to utilities or public infrastructure is expected. The City of Dalton already serves multiple adjacent properties in this area.

**(F) Whether the property sought to be rezoned (or annexed) is in conformity with the policy and intent of the adopted joint comprehensive plan or equivalent. If not, has the plan already been amended, officially or unofficially, by the development of uses which are contrary to the plan recommendation, and if the plan has been amended, does this rezoning or annexation request allow uses which are compatible to the existing uses in the vicinity.**

The proposed annexation would not be in conflict with the Joint Comprehensive Plan.

**(G) Whether there are any other conditions or transitional patterns affecting the use and development of the property to be rezoned or annexed, which give grounds for approval or disapproval of the proposed zoning proposal. Whether the proposed zoning change constitutes an “entering wedge” and is a deterrent to the use, improvement, or development of adjacent property within the surrounding zone districts or would create an isolated, unrelated district (spot zone) as interpreted by current Georgia law.**

The subject property’s annexation will not create any issues regarding the City’s incorporated boundary or its delivery of services to this area.

**(H) Whether the subject property, as currently zoned, is vacant and undeveloped for a long period of time, considered in the context of land development in the vicinity or whether there are environmental or cultural factors, like steep slopes, flood plain, storm water, or historical issues that influence the development of the subject property under any zoning designation.**

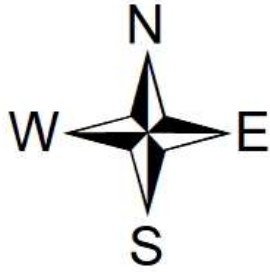
N/A

#### **CONCLUSION:**

The staff can provide a recommendation to approve the requested annexation of the subject property into the City of Dalton based on the following factors:

1. The requested annexation would not create any issues regarding the City of Dalton’s incorporated boundary.
2. There is no expectation that the proposed rezoning and development would harm the values of adjacent or nearby properties given there would be no change to the existing zoning or land use.
3. The majority of the CHS campus is within the City of Dalton.

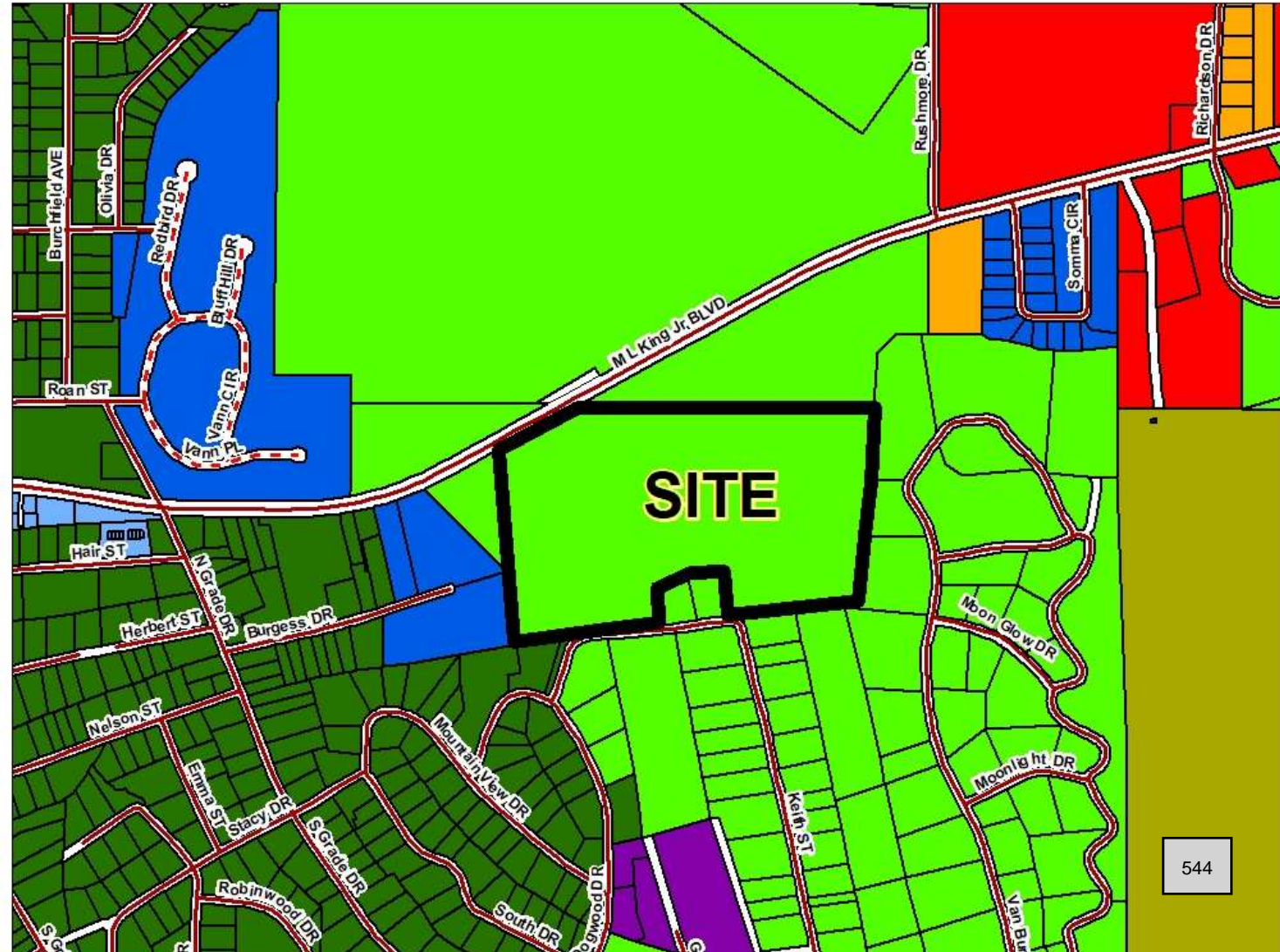
# Christian Heritage-Annexation Request Into the City of Dalton Zoning to remain R-2, Low Density Single Family Residential



## ZONING

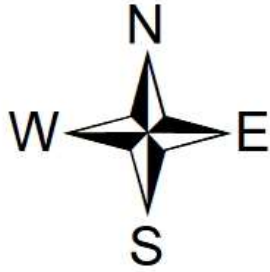
- General Agriculture (GA)
- Low Density Single Family Residential (R-2)
- Low Density Single Family Residential (R-2) Cond
- Medium Density Single Family Residential (R-3)
- Rural Residential (R-5)
- Transitional Residential (R-6)
- High Density Residential (R-7)
- General Commercial (C-2)
- Heavy Manufacturing (M-2)

**FEET**  
**500**



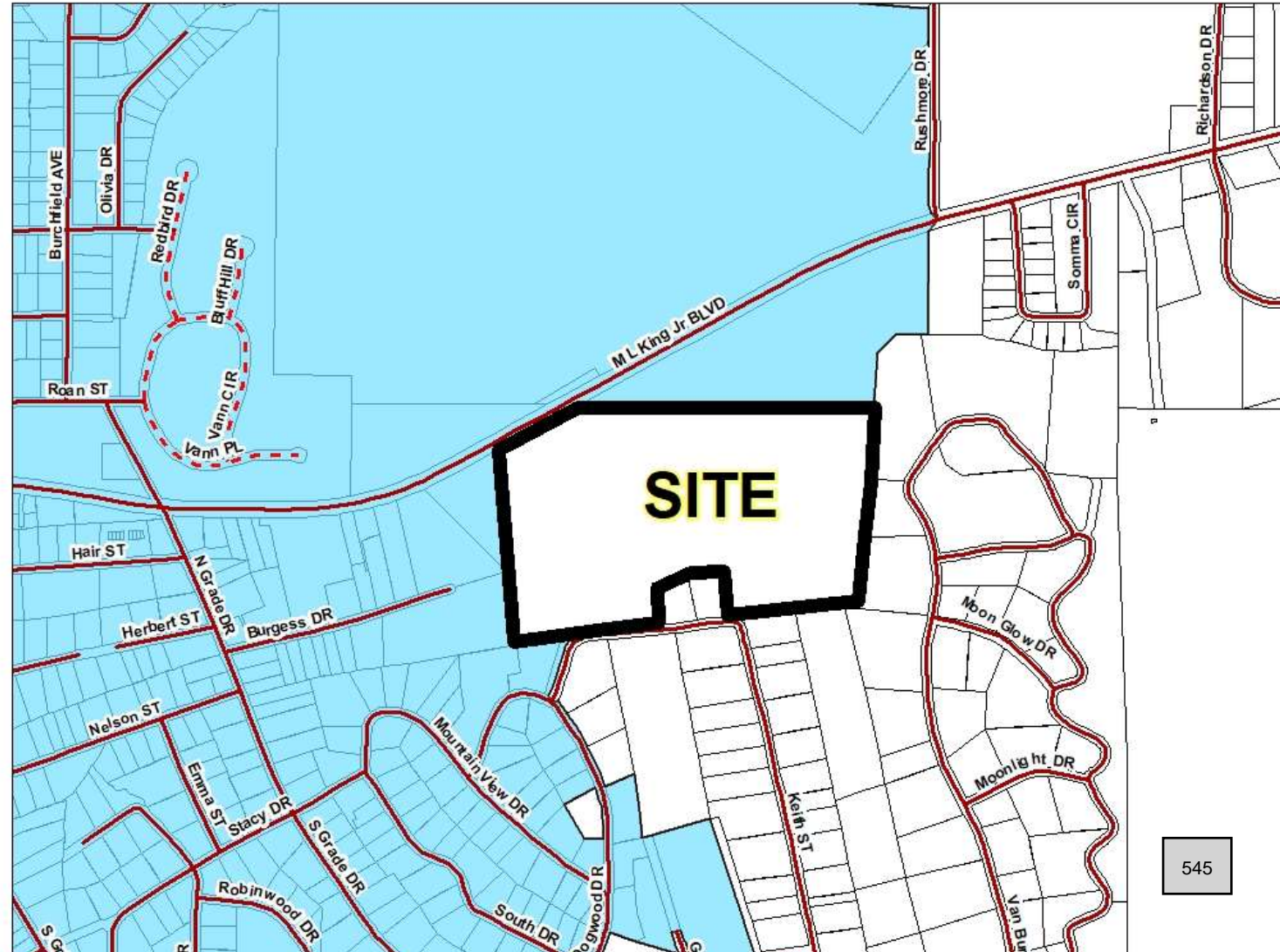


# Christian Heritage-Annexation Request Into the City of Dalton Zoning to remain R-2, Low Density Single Family Residential

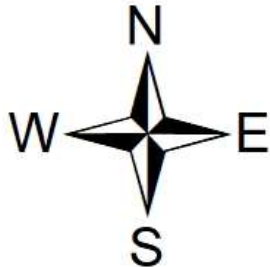


**DALTON CITY LIMITS**  
Town\_Boundaries

**FEET**  
**500**



# Christian Heritage-Annexation Request Into the City of Dalton Zoning to remain R-2, Low Density Single Family Residential



**FEET**  
**500**



BERNADETTE CHATTAM, CMC  
CITY CLERK

COUNCIL MEMBERS



February 12, 2024

TO: Matthew Daniel, Fire Department  
Cliff Cason, Police Department  
Jonathan Bledsoe, The Minor Firm  
Chad Townsend, Public Works Department  
John Thomas, Dalton Utilities  
Ethan Calhoun, NWGRC

FROM: Annalee Sams  
Mayor, City of Dalton

Please review this **Annexation** request and submit your comments within seven days to the City of Dalton City Clerk's Office.

NAME: Christian Heritage Schools Inc.

STREET ADDRESS: 1600 Martin Luther King Jr. Blvd.

AMOUNT OF ACREAGE: 28.55

PARCEL NUMBERS: 12-216-03-000

PLAT ATTACHED: YES X NO \_\_\_\_\_

ZONING CLASSIFICATION: R-2



# ANNEXATION APPLICATION

I HEREBY REQUEST THE MAYOR AND COUNCIL OF THE CITY OF DALTON ANNEX THE PROPERTY DESCRIBED BELOW IN THIS APPLICATION.

**PLEASE LIST THE APPLICANT NAME REQUESTING ANNEXATION**

APPLICANT NAME: Christian Heritage School INC
APPLICANT ADDRESS: P.O. Box 2066
CITY, STATE & ZIP: Dalton, Georgia 30722
TELEPHONE NUMBER: (706) 277-1198

**PROPOSED PROPERTY TO BE ANNEXED**

(1) STREET ADDRESS OF PROPERTY TO BE ANNEXED: 1600 Martin Luther King Jr Boulevard
(2) SUBDIVISION OF THE PROPERTY TO BE ANNEXED: N/A
(3) LOT(S) NUMBER OF THE PROPERTY TO BE ANNEXED: TPN: 12-216-03-000
(4) FUTURE INTENDED USE OF THE PROPERTY TO BE ANNEXED: Educational Institution

- PROPOSED ZONING CLASSIFICATION R-2, Low Density Single-Family Residential

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- PROPOSED AMOUNT OF ACREAGE TO BE ANNEXED 28.55 Acres

---

- TAX MAP NUMBER/PARCEL NUMBER TPN: 12-216-03-000

---

- HOUSING UNITS N/A

- |   |  |
|---|--|
| (1) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF REGISTERED VOTERS  | <input type="text" value="N/A"/>   |
| (2) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF ADULTS OF VOTING AGE, IF DIFFERENT NUMBER THAN SHOWN IN NUMBER (1) | <input type="text" value="N/A"/>   |
| (3) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF ADULTS IN THE HOUSEHOLD.   | <input type="text" value="N/A"/>   |
| (4) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF CHILDREN IN THE HOUSEHOLD.   | <input type="text" value="N/A"/>   |
| (5) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF HOUSING UNITS.   | <input type="text" value="N/A"/>   |
| (6) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, PLACE NUMBER OF RESIDENTS IN APPLICABLE BOX.  | <input type="checkbox"/> CAUCASIAN <input type="checkbox"/> LATINO<br><input type="checkbox"/> AFRICAN AMERICAN <input type="text" value="N/A"/> OTHER |
| (7) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF PERSONS WHOSE PRIMARY LANGUAGE IS OTHER THAN ENGLISH.              | <input type="text" value="N/A"/>   |

SIGNATURE OF APPLICANT(S) \_\_\_\_\_

DATE 1-21-24

**OWNERSHIP VERIFICATION**

The undersigned is the / an owner of an interest in the lands described in the attached Annexation Contract, which proposes to amend the Official Zoning Map of Dalton, Georgia, and concurs in the application. The undersigned's interest in the lands described in the application is as follows:

TPN: 12-216-03-000 A/K/A Christian Heritage School Inc.

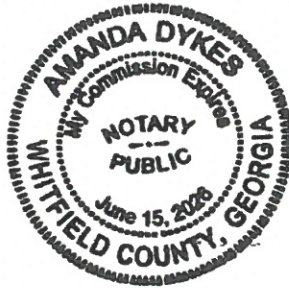
*Describe parcel or parcels and nature of interest  
and percentage of interest*

I hereby appoint Tommy Goddard  
my attorney in fact with full authority, my name, place, and stead, to apply for the zoning amendment as set forth in the attached annexation contract.

[Signature]  
(Owner's Name)

Sworn to and subscribed  
Before me, this 31 day  
of January, 2024.

[Signature]  
Notary Public



(Seal)

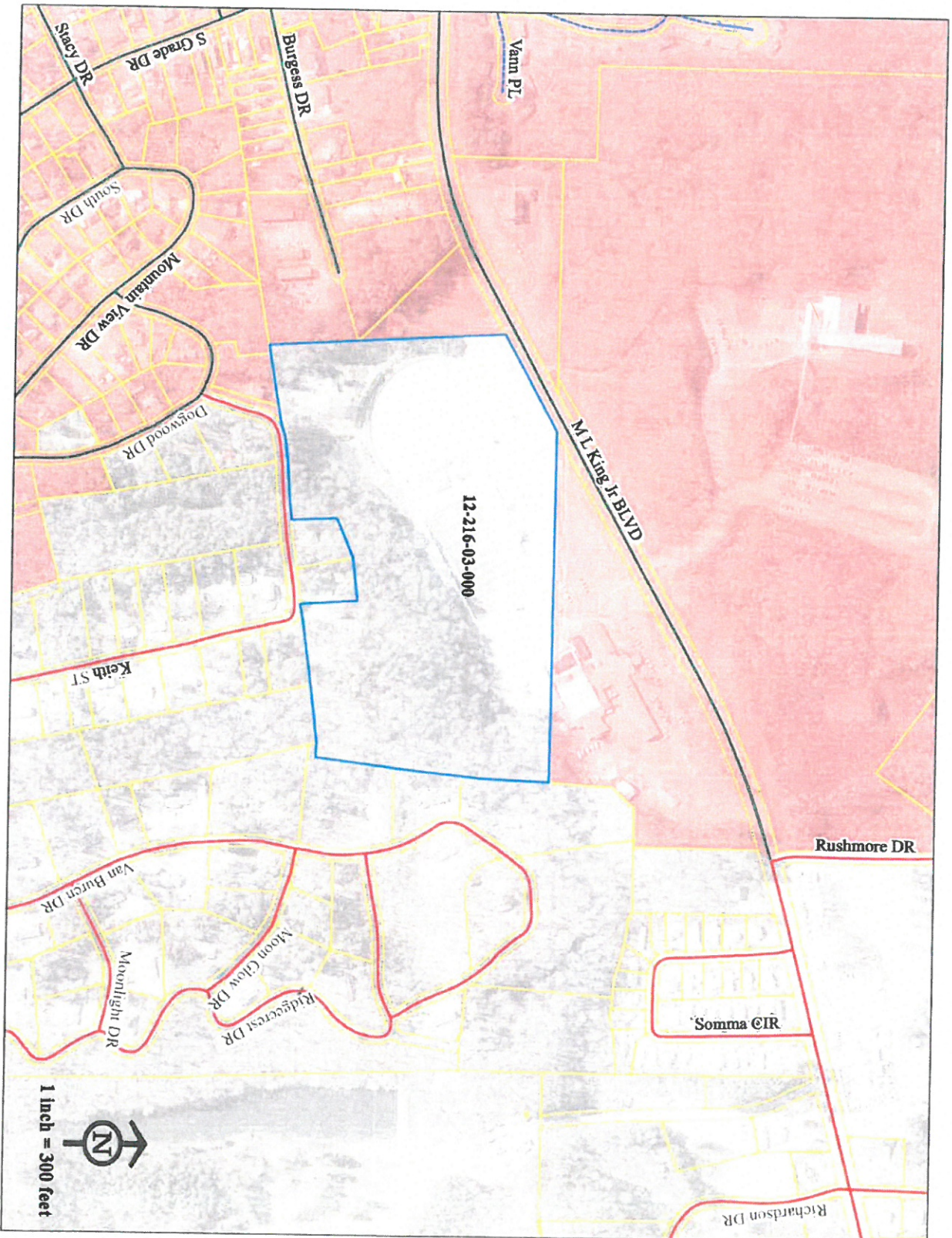
**Annexation Request**  
Christian Heritage School Inc.  
Whitfield County to City of Dalton.

**Parcel Information**  
TPN #: 12-216-03-000  
Address: 1600 MLK JR BLVD  
Zoning: R-2 Single Family  
Total Parcel Area: 28.55 Acres

**Annexation Description**  
The applicant is requesting to annex TPN #: 12-216-03-000 to create a consistent jurisdictional boundary for all CHS property.

Source: Whitfield County GIS  
Date: 01/25/2024

This map is made available for reference only and should not be substituted for a survey product.  
Whitfield County Board of Commissioners will not accept liability of any kind in conjunction with its use.



FILED & RECORDED  
TIME: 11.50  
DATE: 7/29/2005  
DEED BOOK: 4558  
PAGE: 157-158  
Betty Nelson, C.S.C.  
Whitfield County, GA

D. Strain 11:50  
29

[Space Above this Line for Recording Data]

QUITCLAIM DEED

STATE OF GEORGIA,  
COUNTY OF WHITFIELD.

IN RE: PROPERTY FORMERLY KNOWN AS PORTION  
OF MARTIN LUTHER KING BOULEVARD  
(F/K/A WAUGH STREET)

THIS INDENTURE, made this 25<sup>TH</sup> day of JULY, 2005, between WHITFIELD COUNTY, GEORGIA, a Body Politic and Instrumentality of the State of Georgia, as party or parties of the first part, (hereinafter called "Grantor"), and CHRISTIAN HERITAGE SCHOOL, INC., as party or parties of the second part (hereinafter called "Grantee") (the words "Grantor" or "Grantee" to include the respective heirs, successors, and assigns where the context requires or permits);

WITNESSETH:

That Grantor for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, and pursuant to a Resolution of the Board of Commissioners of Whitfield County, Georgia, duly passed and recorded in the minutes of its meeting exhibiting Whitfield County's approval of this conveyance of property, has bargained, sold, and does by these presents bargain, sell, remise, release, and forever quitclaim unto Grantee all of the right, title, interest, claim or demand which Grantor has or may have had in and to the following described real property, to-wit:

A certain tract or parcel of land lying and being in Land Lot 203 of the 12<sup>th</sup> District and 3<sup>rd</sup> Section of Whitfield County, Georgia, being more particularly described in a plat entitled "Survey for Christian Heritage School" prepared by Joseph R. Evans, Georgia Registered Land Surveyor No. 2168, dated November 11, 1994, revised December 22, 1994, revised February 1, 1996 and last revised January 13, 1998, as follows:

TO THE TRUE POINT OF BEGINNING, begin at an iron pin placed at the intersection of the east line of said Land Lot 203 with the southeast right of way of Waugh Street, now known as Martin Luther King Boulevard, thence proceed along the southeasterly right of way of said street southwesterly following the arc of a curve in the southeasterly right of way an arc distance of 613.51 feet (said curve having a radius of 2809.79 feet) to a right of way marker, thence proceed south 59 degrees 59 minutes west along said southeasterly right of way 359.9 feet to a right of way marker and the TRUE POINT OF BEGINNING; thence south 30 degrees 01 minute east 30.0 feet to a right of way marker; thence south 59 degrees 59 minutes west 400.0 feet to a right of way marker; thence north 30 degrees 01 minute west 35.0 feet to a right of way marker; thence north 59 degrees 59 minutes east 400.0 feet, more or less, to a right of way of marker and the TRUE POINT OF BEGINNING.

The property conveyed herein was formerly known as a part of Martin Luther King Boulevard (f/k/a Waugh Street) and was formerly a section of the county road system which ceased to be used by the public to the extent that no substantial public purpose was served by it. After compliance with all requirements of the law Whitfield County, Georgia, by and through its Board of Commissioners, declared the said section of road abandoned and same is no longer a part of the county road system.

with all the rights, members, and appurtenances to said described premises in anywise, appertaining or belonging.

TO HAVE AND TO HOLD the said described premises unto Grantee, so that neither the said Grantor, nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title, or interest to the aforesaid described premises or its appurtenances.

In this conveyance the masculine gender includes the feminine and/or neuter the singular number includes the plural. Whenever herein a verb, pronoun or other part of speech is used in the singular, and there shall be more than one Grantor or Grantee the singular part of the speech shall be deemed to be read as plural.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first above written.

WHITFIELD COUNTY, GEORGIA, a Body Politic and Instrumentality of the State of Georgia

By: Brian Anderson (SEAL)  
Brian Anderson, Chairman  
Whitfield County Board of Commissioners

Attest: Barbara Love (SEAL)  
Barbara Love, Clerk

Signed, sealed and delivered this 25th day of July, 2005, in the presence of:

WITNESS

Melvin A. Smith  
NOTARY PUBLIC

Notary Public, Whitfield County, Georgia  
My Commission Expires Oct. 30, 2008



FILED & RECORDED  
TIME: 11.50  
DATE: 7/29/2005  
DEED BOOK: 4558  
PAGE: 157-158  
Betty Nelson, C.S.C.  
Whitfield County, GA

D. Strain 11:50  
29

[Space Above this Line for Recording Data]

QUITCLAIM DEED

STATE OF GEORGIA,  
COUNTY OF WHITFIELD.

IN RE: PROPERTY FORMERLY KNOWN AS PORTION  
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(F/K/A WAUGH STREET)

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WITNESSETH:

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A certain tract or parcel of land lying and being in Land Lot 203 of the 12<sup>th</sup> District and 3<sup>rd</sup> Section of Whitfield County, Georgia, being more particularly described in a plat entitled "Survey for Christian Heritage School" prepared by Joseph R. Evans, Georgia Registered Land Surveyor No. 2168, dated November 11, 1994, revised December 22, 1994, revised February 1, 1996 and last revised January 13, 1998, as follows:

TO THE TRUE POINT OF BEGINNING, begin at an iron pin placed at the intersection of the east line of said Land Lot 203 with the southeast right of way of Waugh Street, now known as Martin Luther King Boulevard, thence proceed along the southeasterly right of way of said street southwesterly following the arc of a curve in the southeasterly right of way an arc distance of 613.51 feet (said curve having a radius of 2809.79 feet) to a right of way marker, thence proceed south 59 degrees 59 minutes west along said southeasterly right of way 359.9 feet to a right of way marker and the TRUE POINT OF BEGINNING; thence south 30 degrees 01 minute east 30.0 feet to a right of way marker; thence south 59 degrees 59 minutes west 400.0 feet to a right of way marker; thence north 30 degrees 01 minute west 35.0 feet to a right of way marker; thence north 59 degrees 59 minutes east 400.0 feet, more or less, to a right of way of marker and the TRUE POINT OF BEGINNING.

The property conveyed herein was formerly known as a part of Martin Luther King Boulevard (f/k/a Waugh Street) and was formerly a section of the county road system which ceased to be used by the public to the extent that no substantial public purpose was served by it. After compliance with all requirements of the law Whitfield County, Georgia, by and through its Board of Commissioners, declared the said section of road abandoned and same is no longer a part of the county road system.

with all the rights, members, and appurtenances to said described premises in anywise, appertaining or belonging.

TO HAVE AND TO HOLD the said described premises unto Grantee, so that neither the said Grantor, nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title, or interest to the aforesaid described premises or its appurtenances.

In this conveyance the masculine gender includes the feminine and/or neuter the singular number includes the plural. Whenever herein a verb, pronoun or other part of speech is used in the singular, and there shall be more than one Grantor or Grantee the singular part of the speech shall be deemed to be read as plural.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first above written.

WHITFIELD COUNTY, GEORGIA, a Body Politic and Instrumentality of the State of Georgia

By: Brian Anderson (SEAL)  
Brian Anderson, Chairman  
Whitfield County Board of Commissioners

Attest: Barbara Love (SEAL)  
Barbara Love, Clerk

Signed, sealed and delivered this 25<sup>th</sup> day of July, 2005, in the presence of:

[Signature]  
WITNESS

Melva A. Smith  
NOTARY PUBLIC  
Notary Public, Whitfield County, Georgia  
My Commission Expires Oct. 31, 2008

Dalton Utilities ✓  
P.O. # 865  
D. 30722

Deed Doc: EASE  
Recorded 03/21/2011 04:07PM

MELBA KENDRICK  
Clerk Superior Court, WHITFIELD County, Ga.  
Bk 05583 Pg 0292-0294

## STORMWATER FACILITY MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 14 day of January, 2011, by and between (Insert Full Name of Owner) Christian Heritage School hereinafter called the "Landowner", and Dalton Utilities, Dalton Georgia, hereinafter called the "Owner". WITNESSETH, that

WHEREAS, the Landowner is the owner of certain real property described as (Tax Map/Parcel Identification Number) 12-216-03-000 as recorded by deed in the land records of [Whitfield County, Georgia, Deed Book \_\_\_\_\_, Page \_\_\_\_\_, hereinafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and develop the property; and

WHEREAS, the Site Plan/Subdivision Plan known as Christian Heritage School New Field House (Name of Plan/Development) hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by Dalton Utilities, provides for detention of stormwater within the confines of the Property; and

WHEREAS, Dalton Utilities and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of Dalton, Georgia, require that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, Dalton Utilities requires that on-site stormwater management facilities, as shown on the Plat, be constructed and adequately maintained by the Landowner, its successors and assigns, including any homeowners association.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the stormwater management facilities. This includes all pipes, channels or other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions.
3. The Landowner, its successors and assigns, shall inspect the stormwater management facility and submit an inspection report annually to Dalton Utilities Stormwater Department. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report, and shall describe the steps to be taken to correct each deficiency and the time-table for the correction.
4. The Landowner, its successors and assigns, hereby grant permission to Dalton Utilities, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever Dalton Utilities deems necessary. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. Dalton Utilities shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.
5. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management facilities in good working condition acceptable to Dalton Utilities, Dalton Utilities shall notify the property owner(s) of the facility of any violation, deficiency or failure to comply with maintenance agreements. Failure to correct violations requiring maintenance work, within 30 days after notice thereof assigns permission to Dalton Utilities to enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow Dalton Utilities to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management facilities. It is expressly understood and agreed that Dalton Utilities is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on Dalton Utilities.
6. The Landowner, its successors and assigns, will timely perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed.
7. In the event Dalton Utilities pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials and the like, the Landowner, its successors and assigns, shall reimburse Dalton Utilities upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by Dalton Utilities hereunder.

8. This Agreement imposes no liability of any kind whatsoever on Dalton Utilities and the Landowner agrees to hold Dalton Utilities, its employees and contractors, harmless from any liability in the event the stormwater management facilities fail to operate properly.

9. This Agreement shall be recorded among the land records of Whitfield County, Georgia, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association.

WITNESS the following signatures and seals:

Christian Heritage School  
Company/Corporation/Partnership Name (Seal)

By: Renny Scott

Renny Scott - Headmaster  
(Type Name and Title)

Dwan Sparks  
WITNESS

The foregoing Agreement was acknowledged before me this 18<sup>th</sup> day of January 2011, by

Cindy Grafton  
CINDY DRAFTON  
MY COMMISSION EXPIRES 04/28/2013  
NOTARY PUBLIC NOTARY PUBLIC  
My Commission Expires 04/28/2013  
WHITFIELD COUNTY  
STATE OF GEORGIA

By: Don Cope  
Don Cope, President & CEO, Dalton Utilities

[Signature]  
WITNESS

The foregoing Agreement was acknowledged before me this 18<sup>th</sup> day of January, 2011, by

Ashley M. Hill  
NOTARY PUBLIC NOTARY PUBLIC  
My Commission Expires 01/15/2012  
DALTON UTILITIES DALTON, GEORGIA  
JAN 15, 2012  
PUBLIC  
WHITFIELD COUNTY



For the current GIS map of this parcel, click on the Quickmap to launch the interactive map viewer

## Tax Commissioner Information

Before making payment verify the amount due with the Tax Commissioner's office at 706-275-7510

Tax Bill Recipient	CHRISTIAN HERITAGE SCHOOL INC	Legal Description	28.55A LL 216 12
Year	2023	Sale Date	
Parcel Number	12-216-03-000	Taxes Due	0
Bill	200007	Taxes Due Date	12/20/2023
Exemption Type		Taxes Paid	0
Account No.	7069946	Taxes Paid Date	
Millage Rate	0	Current Due	0
Fair Market Value	1297121	Back Taxes	0
Assessed Value	0	Total Due	0
Prior Years Tax Data	Tax		

## Commercial Structure Information

### General

Improvement Number	2
Section Number	1
Sketch	<a href="#">Click Here</a>
Class	Exempt
Strata	Educational Institutions
Built As	18Fieldhouses-C
Used As	18Fieldhouses-C
Grade	100

### Construction Information

Construction Type	Masonry Load Bearing Walls
Wall Height	12
Year Built	2012
Effective Year Built	
Section Area	5130
Total Building Area	5130

### Plumbing

One Fixture	3
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# Whitfield County Tax Parcel Information

## Owner and Parcel Information

Parcel Number 12-216-03-000  
 Realkey 19251  
 Property Record Card [Click Here](#)  
 GIS Map [Map](#)  
 Owner Name CHRISTIAN HERITAGE SCHOOL INC  
 Owner Address P O BOX 2066  
 Owner Address 2  
 Owner Address 3  
 Owner City DALTON  
 Owner State GA  
 Owner Zip 30722  
 Latitude  
 Longitude

## Property Information

Class Exempt  
 Strata Educational Institutions  
 Tax District County  
 Neighborhood DALT-B  
 Legal Description 28.55A LL 216 12  
 Total Acres 28.55  
 Zoning See GIS Map  
 GMD\Map Number 107  
 Subdivision  
 Subdivision Phase  
 Subdivision Section 0009  
 Subdivision Block  
 Subdivision Lot  
 Comments:

## Appeals Information

This parcel does not have any appeals

## Parcel Address

Parcel House Number 131  
 Parcel Street Extension  
 Parcel Street Direction  
 Parcel Street Name KEITH  
 Parcel Street Units  
 Parcel Street Type ST

## Current Fair Market Value Information

Previous 1073827  
 Current 1297121  
 Land 285500  
 Residential Improvement 115649  
 Commercial Improvement 885866  
 Accessory Improvement 10106  
 Conservation Use Value

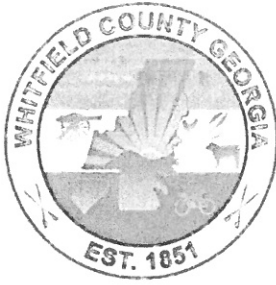
## Historical Fair Market Value Information

2021 1073827  
 2020 1073827  
 2019 1073827

## Exemption Information

Homestead 50  
 Preferential Year  
 Conservation Use Year  
 Historical Year  
 Historical Val 0  
 EZ year  
 EZ Val 0

# GIS Quickmap



# Whitfield County

Board of Commissioners

Board Members  
Jevin Jensen, Chairman  
Barry W. Robbins  
Robby Staten  
John Thomas  
Greg Jones

March 8, 2024

Honorable Annalee Sams  
Mayor, City of Dalton  
P.O. Box 1205  
Dalton, GA 30722

RE: Tax Parcel Nos. 13-048-01-000 & 12-216-03-000

Dear Mayor Sams:

At the March 4, 2024 Regular Business Meeting of the Whitfield County Board of Commissioners, the Board voted 4-0 to have no land use classification objection to the annexation of Tax Parcel Nos. referenced above.

Regards,

*Blanca Cardona*

Blanca Cardona  
County Clerk

cc: Kristi Queen, Chief Appraiser  
Jess Hansen, GIS Coordinator  
David Metcalf, Emergency Services Director  
File



MATT DANIEL  
Fire Chief  
Telephone 706-278-7363  
Fax 706-272-7107  
mdaniel@daltonga.gov

## DALTON FIRE DEPARTMENT

404 School Street  
Dalton, GA 30720



PUBLIC SAFETY COMMISSION  
Truman Whitfield  
Terry Mathis  
Alex Brown  
Lane Jackson

February 14, 2024

RE: Annexation Proposal  
Parcel #12-216-03-000, 1600 Martin Luther King Jr Blvd

Annalee Harlan Sams  
Mayor, City of Dalton

Greetings,

A review of the proposed annexation listed above has been completed, it has been determined there would not be a negative impact to the fire protection in the area as a result of such annexation approval.

Dalton Fire Department has no objection to annexation of the listed property.

Respectfully,

A handwritten signature in black ink that reads 'Matt Daniel'.

Matt Daniel  
Fire Chief  
Dalton Fire Department

**Fire Chief**  
Matt Daniel



**DALTON FIRE DEPARTMENT**  
**PREVENTION DIVISION**

**Prevention Division Coordinator**

Donnie Blankenship  
404 School Street  
Dalton, GA 30720  
(706) 529-7486

[dblankenship@daltonga.gov](mailto:dblankenship@daltonga.gov)

**Fire Inspectors**

Scott Hearn  
(706) 278-7363 x247  
[shearn@daltonga.gov](mailto:shearn@daltonga.gov)  
Dale Stratton  
(706) 278-7363 x248  
[dstratton@daltonga.gov](mailto:dstratton@daltonga.gov)

February 13, 2024

Re: Annexation Analysis

**Property Address/Parcel:** 1600 Martin Luther King Jr. Blvd., Parcel 12-216-03-000

**Access:** Access to the properties and structures is not an issue.

**Water Supply:** Adequate water supply is provided.

**Property Use:** Multiple uses.

**Setbacks:** Setback requirements are met and not an issue.

Respectfully,

A handwritten signature in black ink that reads "Donnie Blankenship". The signature is written in a cursive style.

Donnie Blankenship  
Prevention Division Coordinator

**William C Cason III**  
Chief of Police  
CCason@daltonga.gov  
www.daltonga.gov



Public Safety Commission  
Terry Mathis  
Truman Whitfield  
Alex Brown  
Lane Jackson

**DALTON POLICE DEPARTMENT**

301 Jones Street, Dalton, Georgia 30720

Phone: 706-278-9085

Date: February 14, 2024

To: Chief Cliff Cason

From: Captain Shaun Scott

RE: Annexation Request – 1600 M. L. King Jr. Blvd (Christian Heritage School)

Chief Cason:

I have reviewed the annexation request for Christian Heritage School, located at 1600 M. L. King Jr. Blvd, and have visited the site. The complex is situated on 28.55 acres and is identified as parcel number 12-216-03-000. The annexation of this property will have no impact on Dalton Police Department's ability to provide law enforcement services in this area.

Sincerely,

A handwritten signature in blue ink, appearing to read "Shaun Scott", with a long horizontal line extending to the right.

Captain Shaun Scott  
Patrol Division Commander



February 20, 2024

Mrs. Annalee Sams  
Mayor, City of Dalton  
Post Office Box 1205  
Dalton, Georgia 30722-1205

**RE: Annexation Request for 1600 Martin Luther King Jr. Blvd (28.55A) – Parcel # 12-216-03-000**

Dear Mayor Sams:

As requested in your February 12, 2024, memorandum, Dalton Utilities has reviewed the annexation request of Christian Heritage Schools, Inc. for 28.55 acres +/- located at 1600 Martin Luther King Jr. Blvd. This property is further described as parcel number 12-216-03-000 by the Whitfield County Tax Assessor's Office.

Dalton Utilities currently provides electrical, water, sewer, fiber optic telecommunications and natural gas service to this location. The annexation of this property would have little to no impact on utility service or rates to the customer; therefore, we have no objection to this request.

Please do not hesitate to contact me at (706) 529-1011 or [mbuckner@dutil.com](mailto:mbuckner@dutil.com) should any questions arise or if we may be of assistance.

Sincerely,

A handwritten signature in black ink that reads "Mark Buckner". The signature is written in a cursive style.

Mark Buckner, P.E.

PUBLIC WORKS DEPARTMENT

CHAD TOWNSEND, DIRECTOR  
[ctownsend@daltonga.gov](mailto:ctownsend@daltonga.gov)

535 N. Elm Street  
P.O. Box 1205  
Dalton, GA 30722-1205  
Office: (706) 278-7077  
FAX: (706) 278-1847



ANNALEE SAMS, MAYOR CITY

COUNCIL MEMBERS:

DENNIS MOCK  
TYREE GOODLETT  
STEVE FARROW  
NICKY LAMA

## MEMORANDUM

**TO:** ANNALEE SAMS, MAYOR  
ATTN: BERNADETTE CHATTAM, CITY CLERK

**FROM:** CHAD TOWNSEND, PUBLIC WORKS DIRECTOR

**RE:** ANNEXATION REQUEST  
CHRISTIAN HERITAGE SCHOOLS, INC.  
1600 MARTIN LUTHER KING JR. BLVD  
28.55 ACRES  
PARCEL NUMBER: (12-216-03-000)

**DATE:** FEBRUARY 21, 2024

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Please be advised that the Public Works Department has no objections to the annexation of the above reference tract. Given the current use of the parcel, minimal services will be required on behalf of the Public Works Department.



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 5/6/2024

**Agenda Item:** **The request of the City of Dalton to annex 15.26 acres located on Old Haigmill Lake Road, Dalton, Georgia at Tax Parcels 12-122-17-000, 12-122-05-000 and 12-122-16-000 into the City of Dalton as Low Density Single Family Residential (R-2) Parcels (12-122-17-000, 12-122-05-000, 12-122-16-000) (City)**

**Department:** Planning and Zoning

**Requested By:** Ethan Calhoun

**Reviewed/Approved by City Attorney?** Sent for Review

**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:**

See attached staff analysis and recommendation

## **ORDINANCE 24-12**

To Annex The Haig Mill Property Of The City Into The City Of Dalton, Georgia,  
Pursuant To Chapter 36, Title 36 Of The Official Code Of Georgia Annotated; To  
Provide An Effective Date; And For Other Purposes

**BE IT ORDAINED** by the Mayor and Council of the City of Dalton and by authority of the same, **IT IS HEREBY ORDAINED** as follows:

### **Section 1:**

The area contiguous to the City of Dalton as described in Exhibit “A” (the “Property”), which is attached to and incorporated as a part of this ordinance, is hereby annexed into the City of Dalton, Georgia and is made a part of said city.

### **Section 2.**

This Ordinance shall be effective on the 1<sup>st</sup> day of June, 2024.

### **Section 3.**

The acreage of the Property is approximately 15.26 acres. No streets or roads are affected by this annexation.

### **Section 4.**

The City Clerk of the City of Dalton, Georgia is instructed to send a report that includes certified copies of this Ordinance, the name of the county in which the property being annexed is located and a letter from the City stating the intent to add the annexed area to Census maps during the next survey and stating that the survey map will be completed and returned to the Census Bureau, Department of Community Affairs, and to the governing authority of Whitfield County, Georgia, within thirty (30) days after the effective date of the annexation as set forth above in Section 2.

### **Section 5.**

All ordinances and parts of ordinances in conflict with this ordinance are repealed.

**Section 6.**

It is hereby declared to be the intention of the Mayor and Council of the City of Dalton that the section, paragraphs, sentences, clauses and phrases of this Ordinance are severable and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or otherwise invalid by a court of competent jurisdiction such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance.

**SO ORDAINED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

The foregoing Ordinance received its first reading on \_\_\_\_\_ and a second reading on \_\_\_\_\_. Upon second reading a motion for passage of the ordinance was made by Councilmember \_\_\_\_\_, second by Councilmember \_\_\_\_\_ and upon the question the vote is \_\_\_\_ ayes, \_\_\_\_ nays and the Ordinance is adopted.

\_\_\_\_\_  
MAYOR/MAYOR PRO TEM

ATTEST:

\_\_\_\_\_  
CITY CLERK



**EXHIBIT A**

**Tract 1**

(Parcel No. 12-122-17-000)

All that tract or parcel of land lying and being in Land Lot No. 122 in the 12th District and 3rd Section of Whitfield County, Georgia and being more particularly described according to a plat of survey prepared for City of Dalton Finance Department by Wilburn N. Holden, Georgia Registered Land Surveyor No. 2624, dated April 15, 2016, and being more particularly described according to said survey as follows:

BEGINNING at an iron pin located in the west line of Land Lot No. 122, said point being located in a southerly direction, as measured along said land lot line, a distance of 200.41 feet from the point of intersection of said land lot line and the south right of way line of Old Haigmill Road; thence north 82 degrees 53 minutes 44 seconds east, along the south line of property now or formerly owned by William D. Gregory a distance of 175.05 feet to an iron pin; thence north 00 degrees 10 minutes 37 seconds west, along the east line of the said Gregory property a distance of 200.00 feet to an iron pin; thence north 82 degrees 57 minutes 20 seconds east a distance of 31.00 feet to an iron pin; thence south 57 degrees 16 minutes 39 seconds east, along the southwesterly right of way line of Headden Road a distance of 132.31 feet to an iron pin; thence south 37 degrees 28 minutes 35 seconds east, along the southwesterly right of way of Headden Road, 125.14 feet; thence north 50 degrees 48 minutes 09 seconds east a distance of 49.27 feet to an iron pin; thence north 51 degrees 28 minutes 38 seconds east, along a southerly line of property now or formerly owned by Edward L. Bruton and Sharon K. Bruton a distance of 174.91 to an iron pin; thence north 51 degrees 28 minutes 38 seconds east, along a southerly line of property now or formerly owned by John F. Donoghue a distance of 299.91 feet to an iron pin; thence south 38 degrees 29 minutes 28 seconds east, along the southwesterly line of property now or formerly owned by Stephen C. Turner and Jo Ann B. Turner a distance of 261.37 feet to an iron pin; thence north 31 degrees 10 minutes 15 seconds east, along a southerly line of said Turner property a distance of 200.07 feet to an iron pin; thence north 38 degrees 30 minutes 23 seconds west, along the northeasterly line of said Turner property a distance of 596.44 feet to an iron pin; thence north 38 degrees 43 minutes 09 seconds east, along the northern right of way line of Old Haigmill Road a distance of 206.37 feet to an iron pin; thence south 33 degrees 07 minutes 45 seconds east a distance of 369.77 feet to an iron pin; thence south 82 degrees 14 minutes 44 seconds east 211.77 feet to an iron pin; thence south 14 degrees 49 minutes 48 seconds east a distance of 453.17 feet to an iron pin; thence south 16 degrees 17 minutes 23 seconds west a distance of 151.00 feet to an iron pin; thence south 04 degrees 18 minutes 28 seconds east a distance of 204.91 feet to an iron pin; thence south 81 degrees 26 minutes 15 seconds west a distance of 199.98 feet to an iron pin; thence north 62 degrees 33 minutes 16 seconds west a distance of 399.57 feet to an iron pin; thence south 88 degrees 57 minutes 54 seconds west a distance of 293.28 feet to an iron pin; thence south 56 degrees 24 minutes 50 seconds west a distance of 103.92 feet to an iron pin; thence south 04 degrees 51 minutes 50 seconds west a distance of 181.14 feet to an iron pin; thence north 89 degrees 45 minutes 44 seconds west a distance of 243.32 feet to the west line of Land Lot No. 122; thence north 00

degrees 17 minutes 40 seconds east, along the west line of Land Lot No. 122, a distance of 346.55 feet to an iron pin which is THE POINT OF BEGINNING.

## **Tract 2**

(Parcel Nos. 12-122-05-000 and 12-122-16-000)

All that tract or parcel of land lying and being in Land Lot No. 122 in the 12th District and 3rd Section of Whitfield County, Georgia and being more particularly described according to a plat of survey prepared for City of Dalton Finance Department by Wilburn N. Holden, Georgia Registered Land Surveyor No. 2624, dated April 15, 2016, and being more particularly described according to said survey as follows:

TO FIND THE TRUE POINT OF BEGINNING of the tract of land herein described, commence at an iron pin located in the west line of Land Lot No. 122, said point being located in a southerly direction, as measured along said land lot line, a distance of 200.41 feet from the point of intersection of said land lot line and the south right of way line of Old Haigmill Road; thence north 82 degrees 53 minutes 44 seconds east, along the south line of property now or formerly owned by William D. Gregory a distance of 175.05 feet to an iron pin; thence north 00 degrees 10 minutes 37 seconds west, along the east line of the said Gregory property a distance of 200.00 feet to an iron pin; thence north 82 degrees 57 minutes 20 seconds east a distance of 31.00 feet to an iron pin; thence south 57 degrees 16 minutes 39 seconds east, along the southwesterly right of way line of Headden Road a distance of 132.31 feet to an iron pin; thence south 37 degrees 28 minutes 35 seconds east, along the southwesterly right of way of Headden Road, 125.14 feet; thence north 50 degrees 48 minutes 09 seconds east a distance of 49.27 feet to an iron pin; thence north 51 degrees 28 minutes 38 seconds east, along a southerly line of property now or formerly owned by Edward L. Bruton and Sharon K. Bruton a distance of 174.91 to an iron pin; thence north 51 degrees 28 minutes 38 seconds east, along a southerly line of property now or formerly owned by John F. Donoghue a distance of 299.91 feet to an iron pin which is the TRUE POINT OF BEGINNING of the tract of land herein described; from the TRUE POINT OF BEGINNING thus established, thence north 38 degrees 33 minutes 47 seconds west, along the southwesterly line of property now or formerly owned by Stephen C. Turner and Jo Ann B. Turner a distance of 261.59 feet to an iron pin; thence north 30 degrees 36 minutes 54 seconds east a distance of 106.16 feet to an iron pin; thence north 31 degrees 55 minutes 11 seconds east a distance of 94.05 feet to an iron pin; thence south 38 degrees 30 minutes 23 seconds east, along the northeasterly line of said Turner property a distance of 522.82 feet to an iron pin; thence south 31 degrees 10 minutes 15 seconds west, along a southerly line of said Turner property a distance of 200.07 feet to an iron pin; thence north 38 degrees 29 minutes 28 seconds west a distance of 261.37 feet to an iron pin which is THE POINT OF BEGINNING.

TOGETHER WITH that certain easement granted to Jo Ann S. Bates in that certain Easement recorded in Deed Book 3067 Page 348, Whitfield County, Georgia Land Records.

A true copy of the foregoing Ordinance has been published in two public places within the City of Dalton for five (5) consecutive days following passage of the above-referenced Ordinance as of \_\_\_\_\_.

---

CITY CLERK  
CITY OF DALTON

**DALTON-VARNELL-WHITFIELD COUNTY PLANNING COMMISSION  
503 WEST WAUGH STREET  
DALTON, GA 30720**

**MEMORANDUM**

**TO:** City of Dalton Mayor and Council  
Andrew Parker  
Jonathan Bledsoe  
Jean Price-Garland

**FROM:** Jim Lidderdale  
Chairman

**DATE:** May 2, 2024

**SUBJECT:** The request of the City of Dalton to annex 15.26 acres located on Old Haigmill Lake Road, Dalton, Georgia at Tax Parcels 12-122-17-000, 12-122-05-000 and 12-122-16-000 into the City of Dalton as Low-Density Single Family Residential (R-2) Parcels (12-122-17-000, 12-122-05-000, 12-122-16-000) (City) The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on April 22, 2024, at 6:00 p.m. at the Whitfield County Courthouse meeting room. A portion of the agenda included a public hearing concerning the above matter. A quorum of five members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Tyler White.

**Public Hearing Summary:**

Mr. White summarized the staff analysis which recommended the annexation be approved. There were no further questions for White.

With no other comments heard for or against, this hearing closed at approximately 6:42 pm.

**Recommendation:**

Chairman Lidderdale sought a motion on the requested annexation. **Jody McClurg then made a motion to recommend the annexation be approved. Octavio Perez then seconded the motion and a unanimous recommendation to approve the annexation followed, 4-0.**

**STAFF ANALYSIS  
REZONING REQUEST  
*Unified Zoning Ordinance***

**ZONING CASE:** The City of Dalton Mayor and Council is seeking to annex three tracts of land zoned Low Density Single Family Residential (R-2) (parcels 12-122-17-000, 05-000, and 16-000) containing a combined total of 15.26 acres located along Old Haigmill Lake Road into the City of Dalton. The subject property currently contains the City of Dalton's Haigmill Lake park:

The surrounding uses and zoning are as follows: To the north are several tracts of land zoned R-2 and R-3 that contain single family detached dwellings as well as a large church. To the east is a large tract of land zoned R-2 that contains the Haigmill reservoir. To the south is a continuation of the Haigmill reservoir. To the west are several tracts of land that are either undeveloped or zoned and developed for single-family detached residential land use.

The subject property is petitioning to be within the jurisdiction of the City of Dalton Mayor and Council and currently within the jurisdiction of the Whitfield County Board of Commissioners.

**CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS**

**(A) Whether the proposed amendment would allow a use that is generally suitable for the site compared to other possible uses and whether the proposed change is consistent with the established land use pattern and zoning of adjacent and nearby properties.**

The subject property's use will not be affected by the proposed annexation due to the shared zoning classifications as part of the Unified Zoning Ordinance that both Dalton and Whitfield County have adopted. The subject property is adjacent to the City of Dalton's boundary along all of its boundary.

**(B) Whether the proposed amendment would adversely affect the economic value or the uses of adjacent and nearby properties.**

No impact is expected based on the fact that the zoning will remain the same under the UZO.

**(C) Whether the subject property has a reasonable economic use as currently zoned, considering the suitability of the subject property for the proposed zoned uses.**

The subject property is eligible for annexation based on its adjacency to the City of Dalton along its entire boundary.

**(D) Whether there is relative gain to the health, safety, morals, or general welfare of the public as compared to any hardship imposed upon the individual owner under the existing zoning.**

N/A

**(E) Whether the proposed amendment, if adopted or approved, would result in a use which would or could cause an excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other utilities, as contrasted with the impact under the existing zoning.**

No impact to utilities or public infrastructure is expected. The City of Dalton already serves multiple adjacent properties in this area as well as owning and serving the subject property.

**(F) Whether the property sought to be rezoned (or annexed) is in conformity with the policy and intent of the adopted joint comprehensive plan or equivalent. If not, has the plan already been amended, officially or unofficially, by the development of uses which are contrary to the plan recommendation, and if the plan has been amended, does this rezoning or annexation request allow uses which are compatible to the existing uses in the vicinity.**

The proposed annexation would not be in conflict with the Joint Comprehensive Plan.

**(G) Whether there are any other conditions or transitional patterns affecting the use and development of the property to be rezoned or annexed, which give grounds for approval or disapproval of the proposed zoning proposal. Whether the proposed zoning change constitutes an “entering wedge” and is a deterrent to the use, improvement, or development of adjacent property within the surrounding zone districts or would create an isolated, unrelated district (spot zone) as interpreted by current Georgia law.**

The subject property’s annexation will eliminate an island of City jurisdiction to the contiguous City boundary, thus creating a more consistent municipal boundary.

**(H) Whether the subject property, as currently zoned, is vacant and undeveloped for a long period of time, considered in the context of land development in the vicinity or whether there are environmental or cultural factors, like steep slopes, flood plain, storm water, or historical issues that influence the development of the subject property under any zoning designation.**

N/A

#### **CONCLUSION:**

The staff can provide a recommendation to approve the requested annexation of the subject property into the City of Dalton based on the following factors:

1. The requested annexation would create a more consistent municipal boundary by eliminating an unincorporated island.
2. There is no expectation that the proposed rezoning and development would harm the values of adjacent or nearby properties given there would be no change to the existing zoning or land use.
3. The City of Dalton owns and maintains the subject property, making it logical for the subject property to be within the City’s jurisdiction as a city park.

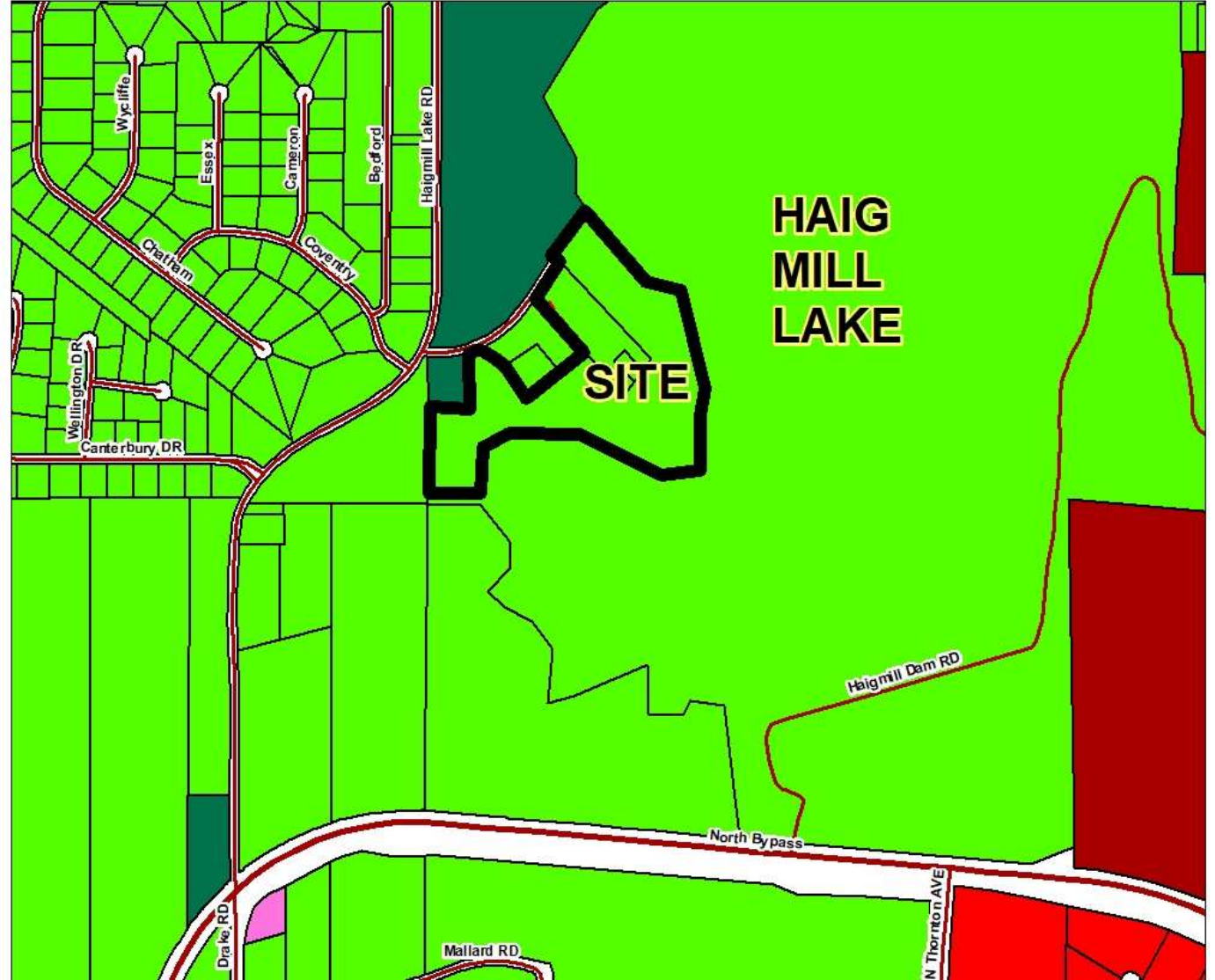
# City of Dalton-Annexation Request Into the City of Dalton Zoning to remain R-2, Low Density Single Family Residential



## ZONING

-  Low Density Single Family Residential (R-2)
-  Medium Density Single Family Residential (R-3)
-  Neighborhood Commercial (C-1)
-  General Commercial (C-2)
-  Transitional Commercial (C-4)

**FEET**  
**500**



# City of Dalton-Annexation Request Into the City of Dalton Zoning to remain R-2, Low Density Single Family Residential



**DALTON CITY LIMITS**  
Town\_Boundaries

**FEET**  
**500**





# City of Dalton-Annexation Request Into the City of Dalton Zoning to remain R-2, Low Density Single Family Residential



**FEET**  
**500**

BERNADETTE CHATTAM, CMC  
CITY CLERK

COUNCIL MEMBERS



March 20, 2024

TO: Matthew Daniel, Fire Department  
Cliff Cason, Police Department  
Jonathan Bledsoe, The Minor Firm  
Chad Townsend, Public Works Department  
John Thomas, Dalton Utilities  
Ethan Calhoun, NWGRC

FROM: Annalee Sams  
Mayor, City of Dalton

Please review this **Annexation** request and submit your comments within seven days to the City of Dalton City Clerk's Office.

NAME: City of Dalton, GA  
STREET ADDRESS: Old Haigmill Lake Rd  
AMOUNT OF ACREAGE: 15.26  
PARCEL NUMBERS: 12-122-17-000, 12-122-05-000, 12-122-16-000  
PLAT ATTACHED: YES  NO   
ZONING CLASSIFICATION: R-2



# ANNEXATION APPLICATION

I HEREBY REQUEST THE MAYOR AND COUNCIL OF THE CITY OF DALTON ANNEX THE PROPERTY DESCRIBED BELOW IN THIS APPLICATION.

PLEASE LIST THE APPLICANT NAME REQUESTING ANNEXATION

APPLICANT NAME:	City of Dalton, Georgia
APPLICANT ADDRESS:	P.O. Box 1205
CITY, STATE & ZIP:	Dalton, GA 30722
TELEPHONE NUMBER:	(706) 278-9500

PROPOSED PROPERTY TO BE ANNEXED

(1) STREET ADDRESS OF PROPERTY TO BE ANNEXED:	Old Haignill Lake Road
(2) SUBDIVISION OF THE PROPERTY TO BE ANNEXED:	N/A
(3) LOT(S) NUMBER OF THE PROPERTY TO BE ANNEXED:	TPN: 12-122-17-000, 12-122-05-000 and 12-122-16-000
(4) FUTURE INTENDED USE OF THE PROPERTY TO BE ANNEXED:	Recreational Area

- PROPOSED ZONING CLASSIFICATION R-2
- PROPOSED AMOUNT OF ACREAGE TO BE ANNEXED : 13.19, 1.86, 0.21 (15.26)
- TAX MAP NUMBER/PARCEL NUMBER TPN: 12-122-17-000, 12-122-05-000 and 12-122-16-000
- HOUSING UNITS N/A

(1) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF REGISTERED VOTERS N/A

(2) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF ADULTS OF VOTING AGE, IF DIFFERENT NUMBER THAN SHOWN IN NUMBER (1) N/A

(3) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF ADULTS IN THE HOUSEHOLD. N/A

(4) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF CHILDREN IN THE HOUSEHOLD. N/A

(5) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF HOUSING UNITS. N/A

(6) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, PLACE NUMBER OF RESIDENTS IN APPLICABLE BOX.  CAUCASIAN  LATINO

AFRICAN AMERICAN  N/A OTHER

(7) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF PERSONS WHOSE PRIMARY LANGUAGE IS OTHER THAN ENGLISH. N/A

odd angle  
SIGNATURE OF APPLICANT(S)

3/19/2024  
DATE

**OWNERSHIP VERIFICATION**

The undersigned is the / an owner of an interest in the lands described in the attached Annexation Contract, which proposes to amend the Official Zoning Map of Dalton, Georgia, and concurs in the application. The undersigned's interest in the lands described in the application is as follows:

TPN: 12-122-17-000, 12-122-05-000, and 12-122-16-000

*Describe parcel or parcels and nature of interest  
and percentage of interest*

I hereby appoint N/A  
my attorney in fact with full authority, my name, place, and stead, to apply for the zoning amendment as set forth in the attached annexation contract.

Judd Langley  
(Owner's Name)

Sworn to and subscribed  
Before me, this 19 day  
of March, 2024

[Signature]  
Notary Public





## NOTICE TO ALL LANDOWNERS REGARDING ANNEXATION

If your request to annex your property into the City of Dalton is approved by Whitfield County, you will be charged a city property tax for the City of Dalton as well as a Public School tax. This will appear on your property tax bill that you receive from Whitfield County. The millage rate is 2.537 mils per at 100% of assessed property value.

Example: If your property is valued at \$100,000 – your assed value is 100% or  $\$100,000 \times 2.237$  mils, your Dalton City tax would be \$223.7 per year.

Should you have any questions, please contact the Whitfield County Tax Commissioners office at (706) 275-7510.

---

I have read the above statement and understand that if my property is annexed, I will be charged Dalton City tax.

  
\_\_\_\_\_  
SIGNED

3/19/2024  
DATE

Deed Doc WD  
Recorded 09/22/2016 03:34PM  
Georgia Transfer Tax Paid \$0 00  
MELICA KENDRICK  
Clerk Superior Court, WHITFIELD County, Ga  
Bk 06399 Pg 0236-0238

Prcl-002339  
doc# 7763

[Space above this line for recording data.]

Please Record and Return to:

✓ J. Tom Minor, IV  
Minor, Bell & Neal  
P.O. Box 2586  
Dalton, GA 30722-2586

### WARRANTY DEED

Georgia, Whitfield County

**THIS INDENTURE** made this 21st day of September, 2016, between **Joann S. Turner and Stephen C. Turner, Grantor, and City Of Dalton, Georgia, a municipal corporation of the State of Georgia, Grantee.**

The words "Grantor" and "Grantee" whenever used herein shall include all individuals, corporations and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein.

**THE GRANTOR**, for and in consideration of the sum of ten dollars and other valuable considerations, in hand paid at or before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell and convey unto the said Grantee all that tract or parcel of land as more particularly described in Exhibit "A" attached hereto, reference to which is hereby made and incorporated herein by reference.

**THIS CONVEYANCE** is made subject to all zoning ordinances, easements, and restrictions of record insofar as the same may lawfully affect the above-described property.

**TO HAVE AND TO HOLD** the said tract of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit and behoof of the said Grantee forever, in Fee Simple. The said Grantor will warrant and forever

*JST*      *ST*

defend the right and title to the above-described property unto the said Grantee against the lawful claims of all persons.

IN WITNESS WHEREOF, this deed has been duly executed and sealed by Grantor the day and year first above written.

Signed, sealed and delivered  
In the presence of:

Unofficial Witness

(Seal)

Joahn S. Turner

Notary Public

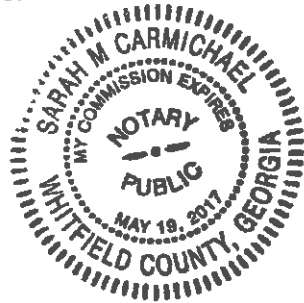
My Commission Expires:

(Seal)

Stephen C. Turner

[Notarial Seal]

File No. 20160324

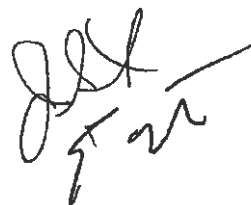


**EXHIBIT "A"**

All that tract or parcel of land lying and being in Land Lot No. 122 in the 12th District and 3rd Section of Whitfield County, Georgia and being more particularly described according to a plat of survey prepared for City of Dalton Finance Department by Wilburn N. Holden, Georgia Registered Land Surveyor No. 2624, dated April 15, 2016, and being more particularly described according to said survey as follows:

TO FIND THE TRUE POINT OF BEGINNING of the tract of land herein described, commence at an iron pin located in the west line of Land Lot No. 122, said point being located in a southerly direction, as measured along said land lot line, a distance of 200.41 feet from the point of intersection of said land lot line and the south right of way line of Old Hagmill Road; thence north 82 degrees 53 minutes 44 seconds east, along the south line of property now or formerly owned by William D. Gregory a distance of 175.05 feet to an iron pin; thence north 00 degrees 10 minutes 37 seconds west, along the east line of the said Gregory property a distance of 200.00 feet to an iron pin; thence north 82 degrees 57 minutes 20 seconds east a distance of 31.00 feet to an iron pin; thence south 57 degrees 16 minutes 39 seconds east, along the southwesterly right of way line of Headden Road a distance of 132.31 feet to an iron pin; thence south 37 degrees 28 minutes 35 seconds east, along the southwesterly right of way of Headden Road, 125.14 feet; thence north 50 degrees 48 minutes 09 seconds east a distance of 49.27 feet to an iron pin; thence north 51 degrees 28 minutes 38 seconds east, along a southerly line of property now or formerly owned by Edward L. Bruton and Sharon K. Bruton a distance of 174.91 to an iron pin; thence north 51 degrees 28 minutes 38 seconds east, along a southerly line of property now or formerly owned by John F. Donoghue a distance of 299.91 feet to an iron pin which is the TRUE POINT OF BEGINNING of the tract of land herein described; from the TRUE POINT OF BEGINNING thus established, thence north 38 degrees 33 minutes 47 seconds west, along the southwesterly line of property now or formerly owned by Stephen C. Turner and Jo Ann B. Turner a distance of 261.59 feet to an iron pin; thence north 30 degrees 36 minutes 54 seconds east a distance of 106.16 feet to an iron pin; thence north 31 degrees 55 minutes 11 seconds east a distance of 94.05 feet to an iron pin; thence south 38 degrees 30 minutes 23 seconds east, along the northeasterly line of said Turner property a distance of 522.82 feet to an iron pin; thence south 31 degrees 10 minutes 15 seconds west, along a southerly line of said Turner property a distance of 200.07 feet to an iron pin; thence north 38 degrees 29 minutes 28 seconds west a distance of 261.37 feet to an iron pin which is THE POINT OF BEGINNING.

TOGETHER WITH that certain easement granted to Jo Ann S. Bates in that certain Easement recorded in Deed Book 3067 Page 348, Whitfield County, Georgia Land Records.

A handwritten signature in black ink, appearing to be 'JST' followed by a flourish and a horizontal line.



Deed Doc. WD  
Recorded 09/22/2016 03:37PM  
Georgia Transfer Tax Paid \$0.00  
MELICA KENDRICK  
Clerk Superior Court, WHITFIELD County, Ga  
Bk 06399 Pg 0239-0241  
PTU1-002342  
DOG# 7764

[Space above this line for recording data.]

Please Record and Return to:

✓ J. Tom Minor, IV  
Minor, Bell & Neal  
P.O. Box 2586  
Dalton, GA 30722-2586

**WARRANTY DEED**

**Georgia, Whitfield County**

**THIS INDENTURE** made this 21st day of September, 2016, between **The Wallena, LLC, a Georgia limited liability company, Grantor, and City of Dalton, Georgia, a municipal corporation of the State of Georgia, Grantee.**

The words "Grantor" and "Grantee" whenever used herein shall include all individuals, corporations and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein.

**THE GRANTOR**, for and in consideration of the sum of ten dollars and other valuable considerations, in hand paid at or before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell and convey unto the said Grantee all that tract or parcel of land as more particularly described in Exhibit "A" attached hereto, reference to which is hereby made and incorporated herein by reference.

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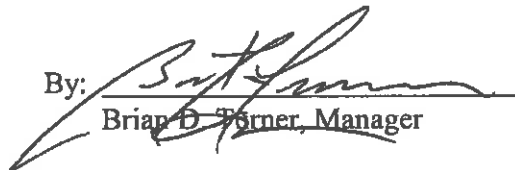
defend the right and title to the above-described property unto the said Grantee against the lawful claims of all persons.


IN WITNESS WHEREOF, this deed has been duly executed and sealed by Grantor the day and year first above written.

Signed, sealed and delivered  
In the presence of:

The Wallena, LLC

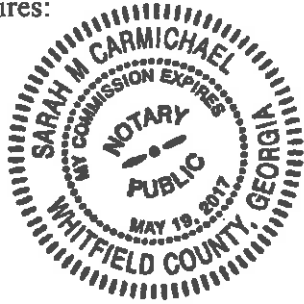
  
\_\_\_\_\_  
Unofficial Witness

By:  (Seal)  
Brian D. Turner, Manager

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

[Notarial Seal]

File No. 20150824

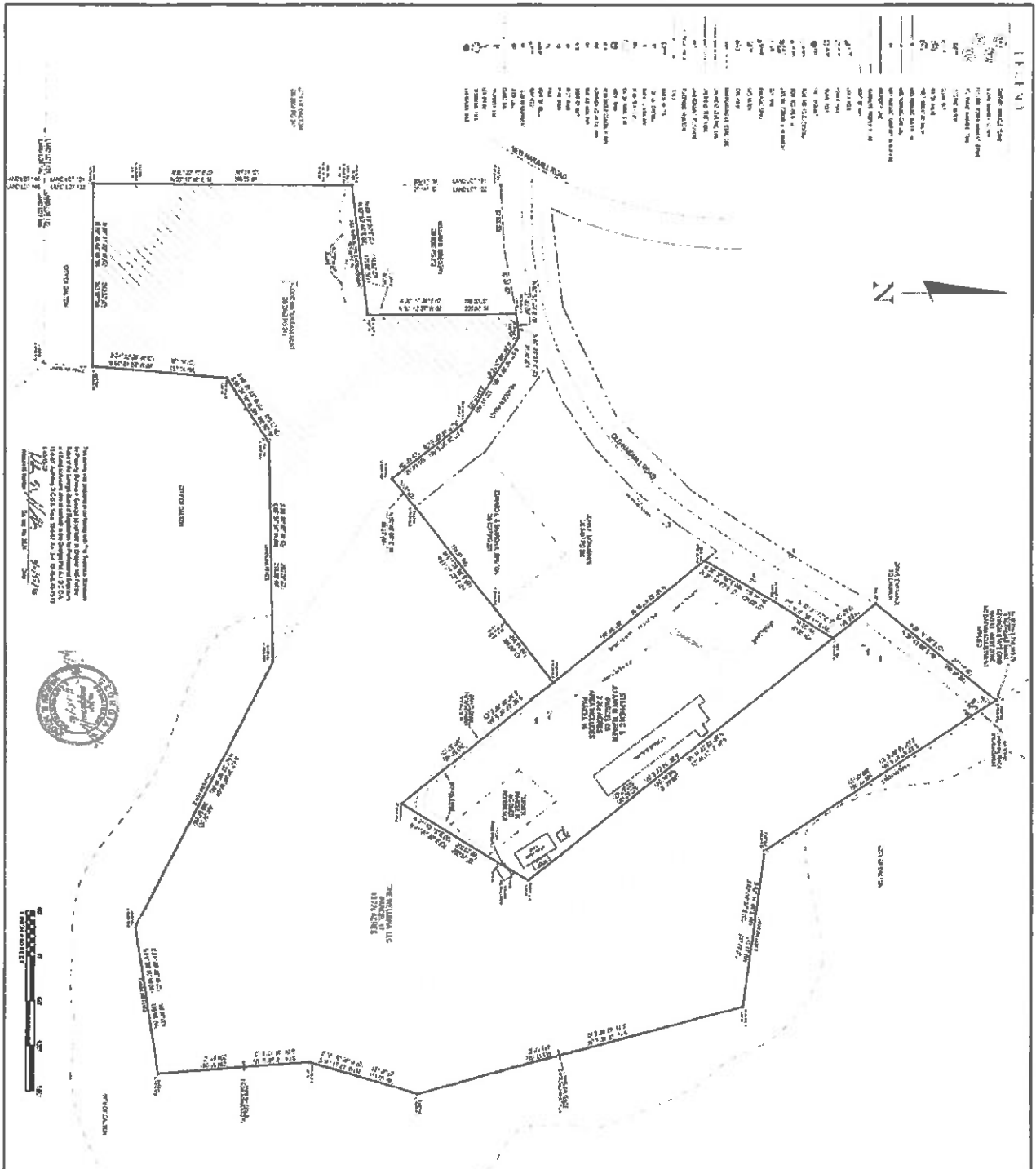


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For prior title, see Decd Book 3916 Page 220, Whitfield County, Georgia Land Records.



**NOTES**

1. Survey conducted on the subject property, 10/12/2010.
2. The subject property is a portion of a larger tract, as shown on the attached plat, and is being surveyed as a separate tract.
3. Easements shown on this plat are as shown on the attached plat.
4. The survey was conducted by the City of Dalton, Georgia, and is subject to the laws of the State of Georgia.
5. The survey was conducted by the City of Dalton, Georgia, and is subject to the laws of the State of Georgia.
6. The survey was conducted by the City of Dalton, Georgia, and is subject to the laws of the State of Georgia.
7. The survey was conducted by the City of Dalton, Georgia, and is subject to the laws of the State of Georgia.
8. The survey was conducted by the City of Dalton, Georgia, and is subject to the laws of the State of Georgia.
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11. The survey was conducted by the City of Dalton, Georgia, and is subject to the laws of the State of Georgia.
12. The survey was conducted by the City of Dalton, Georgia, and is subject to the laws of the State of Georgia.
13. The survey was conducted by the City of Dalton, Georgia, and is subject to the laws of the State of Georgia.
14. The survey was conducted by the City of Dalton, Georgia, and is subject to the laws of the State of Georgia.
15. The survey was conducted by the City of Dalton, Georgia, and is subject to the laws of the State of Georgia.
16. The survey was conducted by the City of Dalton, Georgia, and is subject to the laws of the State of Georgia.
17. The survey was conducted by the City of Dalton, Georgia, and is subject to the laws of the State of Georgia.

**RETRACEMENT SURVEY**

**PARCELS 05, 16 & 17**  
**LAND LOT 122, 12TH DISTRICT, 3RD SECTION**  
**OLD HAIGMILL LAKE ROAD**  
**CITY OF DALTON, WHITFIELD CO. GEORGIA**

**SHEET 1**  
OF 1 SHEET  
FILE NO. 2010-01

**BWSC**  
ENGINEERS  
LANDSCAPE ARCHITECTS AND SURVEYORS

**BARGE WADDONER & BUNNER, INC.**  
PLANNERS

1100 West 1st St. • Dalton, Georgia 30702  
Phone: 478-271-3222 • Fax: 478-271-3444

PREPARED FOR: CITY OF DALTON FINANCE DEPARTMENT  
 DALTON, GEORGIA 30702  
 FINANCIAL MANAGER

12-122-17-000

All that tract or parcel of land lying and being in Land Lot No. 122 in the 12th District and 3rd Section of Whitfield County, Georgia and being more particularly described according to a plat of survey prepared for City of Dalton Finance Department by Wilburn N. Holden, Georgia Registered Land Surveyor No. 2624, dated April 15, 2016, and being more particularly described according to said survey as follows:

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12-122-05-000 and 12-122-16-000

All that tract or parcel of land lying and being in Land Lot No. 122 in the 12th District and 3rd Section of Whitfield County, Georgia and being more particularly described according to a plat of survey prepared for City of Dalton Finance Department by Wilburn N. Holden, Georgia Registered Land Surveyor No. 2624, dated April 15, 2016, and being more particularly described according to said survey as follows:

TO FIND THE TRUE POINT OF BEGINNING of the tract of land herein described, commence at an iron pin located in the west line of Land Lot No. 122, said point being located in a southerly direction, as measured along said land lot line, a distance of 200.41 feet from the point of intersection of said land lot

line and the south right of way line of Old Hagmill Road; thence north 82 degrees 53 minutes 44 seconds east, along the south line of property now or formerly owned by William D. Gregory a distance of 175.05 feet to an iron pin; thence north 00 degrees 10 minutes 37 seconds west, along the east line of the said Gregory property a distance of 200.00 feet to an iron pin; thence north 82 degrees 57 minutes 20 seconds east a distance of 31.00 feet to an iron pin; thence south 57 degrees 16 minutes 39 seconds east, along the southwesterly right of way line of Headden Road a distance of 132.31 feet to an iron pin; thence south 37 degrees 28 minutes 35 seconds east, along the southwesterly right of way of Headden Road, 125.14 feet; thence north 50 degrees 48 minutes 09 seconds east a distance of 49.27 feet to an iron pin; thence north 51 degrees 28 minutes 38 seconds east, along a southerly line of property now or formerly owned by Edward L. Bruton and Sharon K. Bruton a distance of 174.91 to an iron pin; thence north 51 degrees 28 minutes 38 seconds east, along a southerly line of property now or formerly owned by John F. Donoghue a distance of 299.91 feet to an iron pin which is the TRUE POINT OF BEGINNING of the tract of land herein described; from the TRUE POINT OF BEGINNING thus established, thence north 38 degrees 33 minutes 47 seconds west, along the southwesterly line of property now or formerly owned by Stephen C. Turner and Jo Ann B. Turner a distance of 261.59 feet to an iron pin; thence north 30 degrees 36 minutes 54 seconds east a distance of 106.16 feet to an iron pin; thence north 31 degrees 55 minutes 11 seconds east a distance of 94.05 feet to an iron pin; thence south 38 degrees 30 minutes 23 seconds east, along the northeasterly line of said Turner property a distance of 522.82 feet to an iron pin; thence south 31 degrees 10 minutes 15 seconds west, along a southerly line of said Turner property a distance of 200.07 feet to an iron pin; thence north 38 degrees 29 minutes 28 seconds west a distance of 261.37 feet to an iron pin which is THE POINT OF BEGINNING.

TOGETHER WITH that certain easement granted to Jo Ann S. Bates in that certain Easement recorded in Deed Book 3067 Page 348, Whitfield County, Georgia Land Records.

## EXHIBIT "B"

**4-1-4 Low density single family residential (R-2.)** This district is established to protect single family detached dwellings, including typical residential subdivisions, on lots of not less than 27,500 square feet if served by on-site sewage management systems and not less than 15,000 square feet if served by public sewer or an approved central on-site sewage management system. All dwellings in this district shall contain in excess of 1,200 square feet of heated floor area upon a permanent foundation and shall have the electrical meter base serving such dwelling attached directly to such dwelling. There shall be no manufactured or mobile homes within this district in order to maintain the traditional residential character of such districts. If served by on-site sewage management system, the lots in this district shall conform at least with the minimum standards for lot sizes as promulgated by the health department or other authority having proper jurisdiction over such minimum lot sizes, as amended from time to time. Only one dwelling unit per lot shall be allowed in this district.

# Whitfield County Tax Parcel Information

## Owner and Parcel Information

Parcel Number 12-122-17-000  
Realkey 12911  
Property Record Card [Click Here](#)  
GIS Map [Map](#)  
Owner Name CITY OF DALTON  
Owner Address P O BOX 1205  
Owner Address 2  
Owner Address 3  
Owner City DALTON  
Owner State GA  
Owner Zip 30722  
Latitude  
Longitude

## Property Information

Class Exempt  
Strata Public Property  
Tax District County  
Neighborhood  
Legal Description 13.19A LL 122-12  
Total Acres 13.19  
Zoning See GIS Map  
GMD\Map Number 055  
Subdivision  
Subdivision Phase  
Subdivision Section 0003  
Subdivision Block  
Subdivision Lot  
Comments:

## Appeals Information

This parcel does not have any appeals

## Parcel Address

Parcel House Number 0  
Parcel Street Extension  
Parcel Street Direction NW  
Parcel Street Name OLD HAIG MILL  
Parcel Street Units  
Parcel Street Type RD

## Current Fair Market Value Information

Previous 272475  
Current 272475  
Land 272475  
Residential Improvement  
Commercial Improvement  
Accessory Improvement  
Conservation Use Value

## Historical Fair Market Value Information

2021 272475  
2020 272475  
2019 272475

## Exemption Information

Homestead 50  
Preferential Year  
Conservation Use Year  
Historical Year  
Historical Val 0  
EZ year  
EZ Val 0

## GIS Quickmap





For the current GIS map of this parcel, click on the [Quickmap](#) to launch the interactive map viewer

## Tax Commissioner Information

Before making payment verify the amount due with the Tax Commissioner's office at 706-275-7510

Tax Bill Recipient	CITY OF DALTON	Legal Description	13.19A LL 122-12
Year	2023	Sale Date	
Parcel Number	12-122-17-000	Taxes Due	0
Bill	207324	Taxes Due Date	12/20/2023
Exemption Type		Taxes Paid	0
Account No.	7064911	Taxes Paid Date	
Millage Rate	0	Current Due	0
Fair Market Value	272475	Back Taxes	0
Assessed Value	0	Total Due	0
Prior Years Tax Data	Tax		

## Commercial Structure Information

This parcel does not have any commercial structures to display

## Residential Structure Information

This parcel does not have any residential structures to display

## Accessory Information

This parcel does not have any accessories to display

## Sales Information

# Whitfield County Tax Parcel Information

## Owner and Parcel Information

Parcel Number 12-122-05-000  
 Realkey 12907  
 Property Record Card [Click Here](#)  
 GIS Map [Map](#)  
 Owner Name CITY OF DALTON  
 Owner Address P O BOX 1205  
 Owner Address 2  
 Owner Address 3  
 Owner City DALTON  
 Owner State GA  
 Owner Zip 30722  
 Latitude  
 Longitude

## Property Information

Class Exempt  
 Strata Public Property  
 Tax District County  
 Neighborhood  
 Legal Description 1.86A LL122 12  
 Total Acres 1.86  
 Zoning See GIS Map  
 GMD\Map Number  
 Subdivision  
 Subdivision Phase  
 Subdivision Section 0006  
 Subdivision Block  
 Subdivision Lot  
 Comments:

## Appeals Information

This parcel does not have any appeals

## Parcel Address

Parcel House Number 161  
 Parcel Street Extension  
 Parcel Street Direction  
 Parcel Street Name SHILOH  
 Parcel Street Units  
 Parcel Street Type WAY

## Current Fair Market Value Information

Previous 19996  
 Current 22294  
 Land 19063  
 Residential Improvement  
 Commercial Improvement  
 Accessory Improvement 3231  
 Conservation Use Value

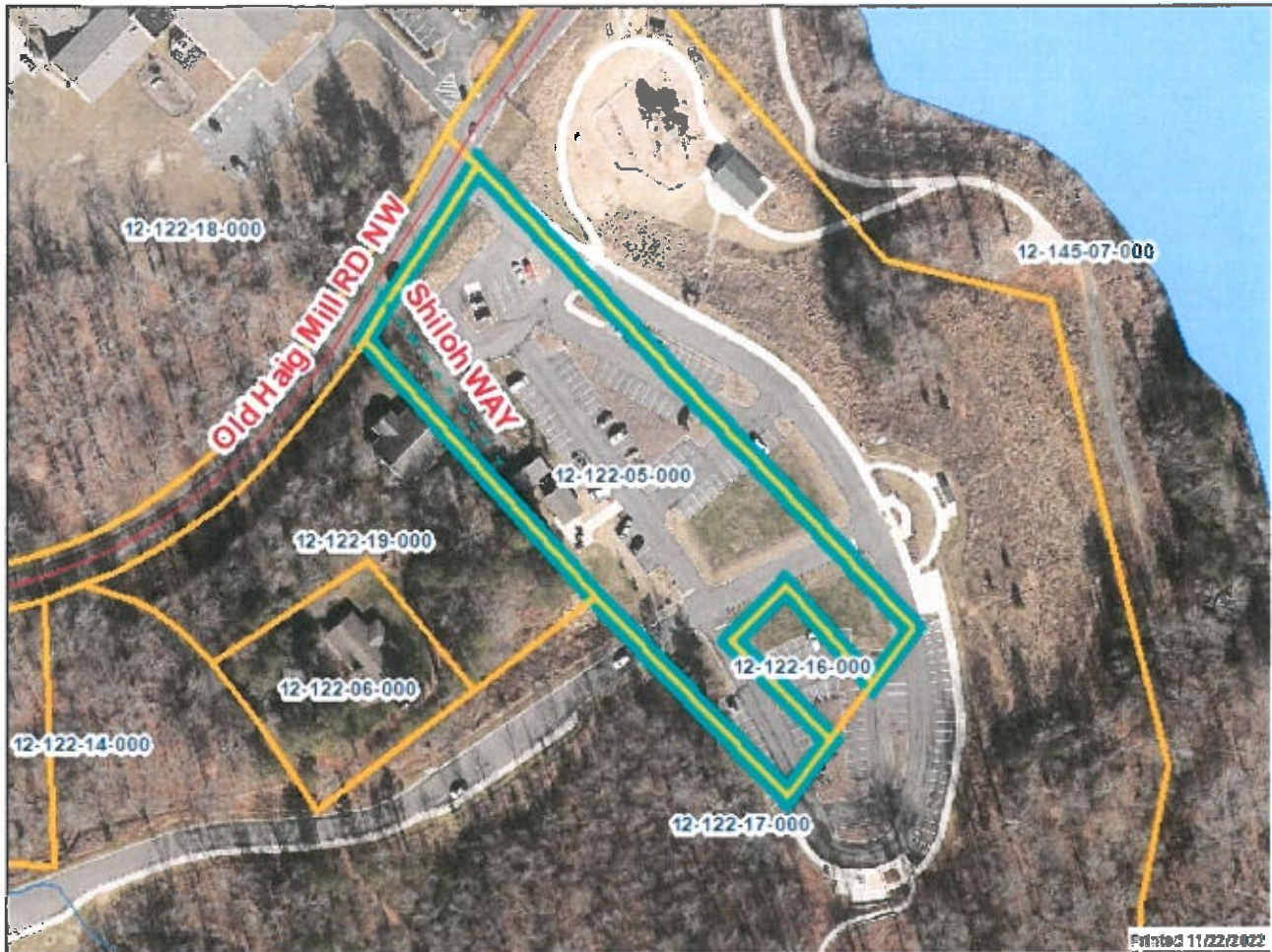
## Historical Fair Market Value Information

2021 19996  
 2020 19996  
 2019 29133

## Exemption Information

Homestead 50  
 Preferential Year  
 Conservation Use Year  
 Historical Year  
 Historical Val 0  
 EZ year  
 EZ Val 0

[GIS Quickmap](#)



For the current GIS map of this parcel, click on the [Quickmap](#) to launch the interactive map viewer

## Tax Commissioner Information

Before making payment verify the amount due with the Tax Commissioner's office at 706-275-7510

Tax Bill Recipient	CITY OF DALTON	Legal Description	1.86A LL122 12
Year	2023	Sale Date	
Parcel Number	12-122-05-000	Taxes Due	0
Bill	207322	Taxes Due Date	12/20/2023
Exemption Type		Taxes Paid	0
Account No.	7064911	Taxes Paid Date	
Millage Rate	0	Current Due	0
Fair Market Value	22294	Back Taxes	0
Assessed Value	0	Total Due	0
Prior Years Tax Data	Tax		

## Commercial Structure Information

This parcel does not have any commercial structures to display

## Residential Structure Information

This parcel does not have any residential structures to display

## Accessory Information

Description	CARPORT	Length	20
Value	1200	Width	20
Year Built	2000	Class	Exempt

# Whitfield County Tax Parcel Information

## Owner and Parcel Information

Parcel Number 12-122-16-000  
 Realkey 12910  
 GIS Map Map  
 Owner Name CITY OF DALTON  
 Owner Address P O BOX 1205  
 Owner Address 2  
 Owner Address 3  
 Owner City DALTON  
 Owner State GA  
 Owner Zip 30722  
 Latitude  
 Longitude

## Parcel Address

Parcel House Number 225  
 Parcel Street Extension  
 Parcel Street Direction  
 Parcel Street Name SHILOH  
 Parcel Street Units  
 Parcel Street Type WAY

## Current Fair Market Value Information

Previous 2903  
 Current 2991  
 Land 2511  
 Residential Improvement  
 Commercial Improvement  
 Accessory Improvement 480  
 Conservation Use Value

## Property Information

Class Exempt  
 Strata Public Property  
 Tax District County  
 Neighborhood  
 Legal Description .21A LL122 12  
 Total Acres 0.21  
 Zoning See GIS Map  
 GMD\Map Number 055  
 Subdivision  
 Subdivision Phase  
 Subdivision Section 0006  
 Subdivision Block  
 Subdivision Lot  
 Comments:

## Historical Fair Market Value Information

2021 2903  
 2020 2903  
 2019 2903

## Exemption Information

Homestead 50  
 Preferential Year  
 Conservation Use Year  
 Historical Year  
 Historical Val 0  
 EZ year  
 EZ Val 0

## Appeals Information

This parcel does not have any appeals

GIS Quickmap



For the current GIS map of this parcel, click on the [Quickmap](#) to launch the interactive map viewer

### Tax Commissioner Information

Before making payment verify the amount due with the Tax Commissioner's office at 706-275-7510

Tax Bill Recipient	CITY OF DALTON	Legal Description	.21A LL122 12
Year	2023	Sale Date	
Parcel Number	12-122-16-000	Taxes Due	0
Bill	207323	Taxes Due Date	12/20/2023
Exemption Type		Taxes Paid	0
Account No.	7064911	Taxes Paid Date	
Millage Rate	0	Current Due	0
Fair Market Value	2991	Back Taxes	0
Assessed Value	0	Total Due	0
Prior Years Tax Data	Tax		

### Commercial Structure Information

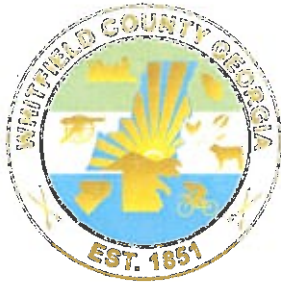
This parcel does not have any commercial structures to display

### Residential Structure Information

This parcel does not have any residential structures to display

### Accessory Information

Description	UTILITY BLDG	Length	12
Value	480	Width	16
Year Built	2001	Class	Exempt



# Whitfield County

Board of Commissioners

Board Members  
Jevin Jensen, Chairman  
Barry W. Robbins  
Robby Staten  
John Thomas  
Greg Jones

April 16, 2024

Honorable Annalee Sams  
Mayor, City of Dalton  
P.O. Box 1205  
Dalton, GA 30722

RE: Tax Parcel Nos. 12-122-17-000, 12-122-05-000, 12-122-16-000

Dear Mayor Sams:

At the April 8, 2024 Regular Business Meeting of the Whitfield County Board of Commissioners, the Board voted 4-0 to have no land use classification objection to the annexation of Tax Parcel Nos. referenced above.

Regards,

*Blanca Cardona*

Blanca Cardona  
County Clerk

cc: Kristi Queen, Chief Appraiser  
Jess Hansen, GIS Coordinator  
David Metcalf, Emergency Services Director  
File



April 10, 2024

Mrs. Annalee Sams  
Mayor, City of Dalton  
Post Office Box 1205  
Dalton, Georgia 30722-1205

**RE: Annexation Request for Parcel # 12-122-17-000, 12-122-05-000, 12-122-16-000**

Dear Mayor Sams:

As requested in your March 20, 2024, memorandum, Dalton Utilities has reviewed the annexation request of the City of Dalton for 15.26 acres +/- on Old Haigmill Lake Rd. This property is further described as parcel number 12-122-17-000, 12-122-05-000, 12-122-16-000 by the Whitfield County Tax Assessor's Office.

Dalton Utilities currently provides electrical, water, sewer, and fiber optic telecommunications this location. The annexation of this property would have little to no impact on utility service or rates to the customer; therefore, we have no objection to this request.

Please do not hesitate to contact me at (706) 529-1066 or [jmelton@dutil.com](mailto:jmelton@dutil.com) should any questions arise or if we may be of assistance.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jonathan Melton".

Jonathan Melton, P.E.

**PUBLIC WORKS DEPARTMENT**

**CHAD TOWNSEND, DIRECTOR**

535 N. Elm Street  
P.O. Box 1205  
Dalton, GA 30722-1205  
Office: (706) 278-7077  
Fax: (706) 278-1847  
Email: ctownsend@daltonga.gov



**ANNALEE SAMS, MAYOR**

**CITY COUNCIL MEMBERS:**

**DENNIS MOCK  
NICKY LAMA  
TYREE GOODLETT  
STEVE FARROW**

## MEMORANDUM

**TO:** Annalee Sams, Mayor  
Bernadette Chattam, City Clerk

**FROM:** Chad Townsend, Director of Public Works

**RE:** Annexation Request  
City of Dalton  
Old Haigmill Lake Rd  
15.26 Acres  
Parcel Number: 12-122-17-000, 12-122-05-000, 12-122-16-000  
Zoning Classification: R-2

**Date:** 3/26/2024

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Please be advised that the Public Works Department has no objections to the annexation of the above reference tracts.



MATT DANIEL  
Fire Chief  
Telephone 706-278-7363  
Fax 706-272-7107  
mdaniel@daltonga.gov

## DALTON FIRE DEPARTMENT

404 School Street  
Dalton, GA 30720



PUBLIC SAFETY COMMISSION  
Truman Whitfield  
Terry Mathis  
Alex Brown  
Lane Jackson

March 22, 2024

RE: Annexation Proposal  
Old Haigmill Lake Road Parcel # 12-122-17-000, 12-122-05-000, 12-122-16-000

Annalee Harlan Sams  
Mayor, City of Dalton

Greetings,

A review of the proposed annexation listed above has been completed, it has been determined there would not be a negative impact to the fire protection in the area as a result of such annexation approval.

Dalton Fire Department has no objection to annexation of the listed property.

Respectfully,

Matt Daniel  
Fire Chief  
Dalton Fire Department

**Fire Chief**  
Matt Daniel



**DALTON FIRE DEPARTMENT**  
**PREVENTION DIVISION**

**Prevention Division Coordinator**

Donnie Blankenship  
404 School Street  
Dalton, GA 30720  
(706) 529-7486

[dblankenship@daltonga.gov](mailto:dblankenship@daltonga.gov)

**Fire Inspectors**

Scott Hearn  
(706) 278-7363 x247  
[shearn@daltonga.gov](mailto:shearn@daltonga.gov)  
Dale Stratton  
(706) 278-7363 x248  
[dstratton@daltonga.gov](mailto:dstratton@daltonga.gov)

March 22, 2024

Re: Annexation Analysis

**Property Address/Parcel:** Old Haig Mill Lake Rd., Parcels 12-122-17-000, 12-122-05-000, 12-122-16-000

**Access:** Access to the properties and structures is not an issue.

**Water Supply:** Adequate water supply is provided.

**Property Use:** Multiple uses.

**Setbacks:** Setback requirements are met and not an issue.

Respectfully,

A handwritten signature in black ink that reads "Donnie Blankenship".

Donnie Blankenship  
Prevention Division Coordinator

**William C Cason III**  
Chief of Police  
CCason@daltonga.gov  
www.daltonga.gov



Public Safety Commission  
Terry Mathis  
Truman Whitfield  
Alex Brown  
Lane Jackson

**DALTON POLICE DEPARTMENT**

301 Jones Street, Dalton, Georgia 30720

Phone: 706-278-9085

Date: March 20, 2024

To: Chief Cliff Cason

From: Captain Jamie Johnson

RE: Annexation Request – Old Haigmill Lake Rd.

Chief Cason:

I have reviewed the annexation request for Old Haigmill Lake Rd. (15.26 acres), parcel number 12-122-17-000, 12-122-05-000, 12-122-16-000. The annexation of this property will have no impact on Dalton Police Department's ability to provide law enforcement services in this area.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jamie Johnson", is written over the typed name and title.

Captain Jamie Johnson  
Patrol Division Commander



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 5/6/2024

**Agenda Item:** **The request of the City of Varnell Mayor and Council, and City of Dalton Mayor and Council to amend the Unified Zoning Ordinance text.**

**Department:** Planning and Zoning

**Requested By:** Ethan Calhoun

**Reviewed/Approved by City Attorney?** Sent for Review

**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:**

See attached staff analysis and recommendation

## Ordinance 24-13

**To Amend Unified Zoning Ordinance Of Whitfield County, Georgia; To Provide An Effective Date; To Repeal All Conflicting Ordinances; To Provide For Severability; And For Other Purposes.**

**WHEREAS**, the Mayor and Council of the City of Dalton previously adopted the *Unified Zoning Ordinance*; and

**WHEREAS**, said ordinance has been amended from time to time in order to protect the health, welfare, and safety of the public; and;

**WHEREAS**, the Mayor and Council desire to amend the *Unified Zoning Ordinance* as set forth herein; and

**WHEREAS**, the Mayor and Council have determined that said amendments are useful, necessary, and proper, and they protect the health, welfare, and safety of the public; and

**WHEREAS**, the Mayor and Council have determined that said amendments promote the goals, objectives, and policies of the *Joint Comprehensive Plan for Whitfield County and Cities of Dalton, Cohutta, Tunnel Hill, and Varnell*; and

**WHEREAS**, all other procedures as required by Georgia law have been followed.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the City of Dalton, and by the authority of the same, as follows:

### **Section 1.**

The *Unified Zoning Ordinance* is hereby amended as follows:

1. Delete the first sentence of Section 4-5-1 in its entirety and replace with the following:

**4-5-1 Preliminary Site Plan.** For all parcels which seek rezoning or annexation to R-6, R-7, C-1A, MU, PUD, or U-PUD for a proposed use or which require a Special Use for a proposed use, a Preliminary Site Plan, as described herein, shall be submitted with such application unless specifically waived, in whole or in part, in the sole discretion of the Zoning Administrator.

2. Delete Section 4-6-5 in its entirety and replace with the following:

**4-6-5 Cemeteries**, not including governmentally-owned cemeteries, fraternal cemeteries, church or synagogue cemeteries, or family burial plots, are allowed in the GA, SA, R-1, R-2, R-5, and C-2 districts, shall have minimum site areas of twenty-five (25) acres, and shall otherwise fully comply with the Georgia Cemetery and Funeral Services Act of 2000, as amended. Churches and synagogues, and fraternal organizations may operate cemeteries

as an accessory use, wherever the principal use is allowed, but only if a minimum site area of five (5) additional acres is available for the cemetery. A minimum site area is not required for a columbarium as an accessory use where the principal use is allowed. In all zoning districts, family burial plots shall be allowed as an accessory use to a residential dwelling upon lots or parcels containing five (5) acres or more.

3. Delete Article VI in its entirety and replace with the following: (as fully shown on Exhibit A)

4. Delete Section 12-1-3 in its entirety and replace with the following:

**12-1-3** A member of the Board may be appointed to any number of consecutive or non- consecutive terms by the applicable Governing Authority.

5. Amend Appendix A entitled “Permit, Application, and Other Land Development Fees for Whitfield County” by deleting the Fee description shown for Storm Water Management Plan Review and replacing with the following:

*Based upon Project Type/Size, as referenced in Storm Water Plan Review Fee Schedule*

6. Amend the Permitted Use Table to show “Bank or Financial Institution, Full Service” and “Church” and “Event Center” to be allowed outright in the M-1 and M-2 zoning districts.

## **Section 2.**

This Ordinance shall be effective upon the posting of this Ordinance in two (2) public places in the City of Dalton for five (5) consecutive days following its enactment by the Mayor and Council, the public health, safety, and welfare requiring it.

## **Section 3.**

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

## **Section 4.**

It is hereby declared to be the intention of the Mayor and Council of the City of Dalton that the section, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or otherwise invalid by a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance.

**SO ORDAINED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

The foregoing Ordinance received its first reading on \_\_\_\_\_ and a second reading on \_\_\_\_\_. Upon second reading a motion for passage of the ordinance was made by Councilmember \_\_\_\_\_, second by Councilmember \_\_\_\_\_ and upon the question the vote is \_\_\_\_ ayes, \_\_\_\_ nays and the Ordinance is adopted.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR/MAYOR PRO TEM

A true copy of the foregoing Ordinance has been published in two public places within the City of Dalton for five (5) consecutive days following passage of the above-referenced Ordinance as of \_\_\_\_\_.

\_\_\_\_\_  
CITY CLERK, CITY OF DALTON

# Exhibit A



## Article VI – Parking and Loading Standards

- 6-1 Intent. The intent of this Article is to provide regulations to foster safe and efficient circulation of vehicles and pedestrians, both upon private and public streets and roads.
- 6-2 Off-Street Automobile Parking. Off-street automobile parking shall be provided upon every lot on which any of the uses referenced in this Article are established, except within the C-3, Central Business District. Such automobile parking shall be provided with vehicular access to a public or private road, street, or alley and shall be equal in area to at least the minimum requirements for the specific uses, as set forth in Chart 6-7 below.
- All off-street automobile parking, except for single-family residential uses, shall be arranged so that vehicles will not be required to back onto a public street, road, or highway when leaving the premises. Each required off-street parking space and/or loading berth shall open directly upon an aisle or driveway of such width and design as to provide safe and efficient access to a public or private street or road.
- 6-2-1 On Same Lot. Except as otherwise provided herein, all off-street parking shall be provided upon the same lot or parcel as the use or uses served.
- 6-2-2 Common Off-Street Parking Areas. Two (2) or more principal uses may utilize a common parking area to comply with off-street requirements, provided that the total number of individual spaces available within such common area is not less than the sum of the spaces required for the individual uses. The owner of said lot or parcel shall forfeit all development rights therein until such time as adequate parking space is provided elsewhere.
- 6-2-3 Required Off-Street Parking Spaces on Other Property. If the required off-street parking spaces cannot reasonably be provided upon the same lot or parcel upon which the principal use is located, such spaces may be provided upon other off-street property lying not more than three hundred (300) feet from the principal use. In this circumstance, the applicant shall record a valid easement or similar legal instrument, duly executed and acknowledged, citing the permanent availability of such off-street parking spaces to serve the principal use.
- 6-2-4 Whenever there is a change in the principal use or occupancy, the resultant off-street parking required for the use or occupancy change shall comply with the minimum standards for such new use, as set forth in this Article.
- 6-3 Commercial Parking. All off-street parking areas intending to serve any use other than residential single family attached or detached dwellings, including ingress and egress, shall be graded to ensure proper drainage, surfaced with concrete, asphaltic material, or porous pavers, and maintained in a clean, orderly condition.

All off-street commercial parking facilities, whether public or private, shall meet the following requirements:

6-3-1 Size. Off-street parking spaces shall be striped and shall provide a rectangular parking area at least eight and one-half (8 ½) feet in width and at least eighteen (18) feet in length (regardless of the angle of the space to the access aisle). Such spaces shall have a vertical clearance of not less than seven (7) feet. See Section 6-5-3 for the size of a compact car parking space.

6-3-2 Parking Layout.

- (a) The layout of parking spaces may be arranged parallel, perpendicular, or diagonal to the aisles. Minimum standards for aisle widths shall be one-way, twelve (12) feet; two-way, twenty-four (24) feet.
- (a) If a development shall include a drive-in window or pick-up station, the stacking lane(s) shall be clearly delineated and such addition shall be at least ten (10) feet wide. The number of automobiles allowed in the stacking lane(s) may be counted toward the overall minimum required number of parking spaces as set forth in Chart 6-7.
- (b) If a development shall include one (1) or more fuel pumps, each pump location may be counted toward the overall minimum required number of parking spaces, as set forth in Chart 6-7.
- (c) Fire Lanes. Where required by the local Fire Chief and/or Fire Code Official, fire apparatus access roads shall be marked and/or posted in accordance with the regulations as set forth in the International Fire Code, currently adopted edition, with Georgia amendments.

6-3-3 Landscaping Standards. The owners of commercial parking lots shall be required to landscape with trees and shrubs to reduce the visual impact of glare, headlights, and parking lot lights from the public right-of-way and from adjoining properties. See City of Dalton Landscaping Ordinance for additional requirements for parking lots within the city of Dalton.

6-4 Residential Parking. All parking areas serving single-family detached or attached dwellings shall conform to the following additional requirements:

- (a) If garages or carports become converted to living area, then the off-street parking requirements shall be met elsewhere upon the lot or parcel.
- (b) At no time shall parked or stored camping or recreational vehicles be occupied or used for living, sleeping, or housekeeping purposes, with the following exception:
  - (i) Under certain specific circumstances, as defined in Whitfield County Code Section 5-128, the Chief Building Official may issue a temporary RV permit for parcels within unincorporated Whitfield County.

- (c) No commercial vehicle, as licensed by the State with gross vehicle weight (GVW) exceeding eleven thousand (11,000) pounds or which shall have three (3) or more axles, shall be allowed to park in the R-1, R-2, R-3, R-4, R-5, R-6, or R-7 residential zone district.
  - (d) Commercial vehicles, licensed by the State, buses, and/or recreational vehicles shall not be allowed to park overnight upon the street within a residential district, but shall be permitted to park temporarily to make delivery or pickup of goods or to perform work at the residence.
- 6-5 Off-Street Parking Requirements for Uses. The minimum number of required off-street parking spaces for each use is set forth in Chart 6-7. For uses not specifically listed, the off-street parking requirements shall be those of the most similar use. The Zoning Administrator and Chief Building Official, in their sole discretion, shall determine the proper required maximum number of spaces by classifying the use among the uses specified.
- 6-5-1 Handicapped Parking. Parking for the handicapped within a multi-family or non-residential district shall be provided at a size, number, and location in accordance with the requirements of the Georgia Handicapped Accessibility Code and/or the Americans With Disabilities Act.
  - 6-5-2 Parking reduction. In lieu of the specific standards set forth in Chart 6-7, up to a twenty-five percent (25%) reduction in the total required minimum number of parking spaces may be allowed, in the sole discretion of the Chief Building Official, if presented with a detailed parking study prepared by a Design Professional that evaluates site-specific circumstances and demand or documented evidence relative to the uses or combination of uses that are proposed on-site. The Board of Zoning Appeals shall determine all other variance requests related to any reduction.
  - 6-5-3 Compact Cars. In the sole discretion of the Chief Building Official, up to ten percent (10%) of the total required minimum number of parking spaces may be sized for compact cars. The compact car parking space shall be striped and provide a rectangular parking area at least eight (8) feet in width and at least sixteen (16) feet in length (regardless of the angle of the space to the access aisle.)
- 6-6 General Regulations for Off-Street Loading/Unloading.
- Areas proposed for loading and unloading motor vehicles in off-street locations shall be provided at the time of the initial construction of any building or structure used, or proposed to be used, for commercial, industrial, manufacturing, hospital, institutional, hotel/motel or multifamily residential purposes in any zoning district. Such off-street loading areas shall have adjacent access to a public road or street and shall be provided and maintained in accordance with the following requirements, the computation of which shall not be included in the off-street parking requirements.

- 6-6-1 Loading spaces provided. Any such business or use shall provide adequate off-street facilities for the loading and unloading of merchandise, supplies, goods, freight, provisions or furnishings within or adjacent to the structure. Such loading facilities, if provided, shall not obstruct freedom of vehicular traffic or pedestrian movement upon the public streets and/or sidewalks.
- 6-6-2 Location of off-street loading areas. Off-street loading and unloading areas shall be located upon the same lot or parcel as the structure they are intended to serve. In no case shall the off-street loading space be considered as part of the area provided to satisfy off-street parking requirements set forth herein.
- 6-6-3 Adequacy of loading area. All such uses shall provide off-street loading areas sufficient for their requirements. Such space shall be considered adequate if no vehicle being loaded or unloaded in connection with normal operations shall stand in or project into a public street, walk, alley or way.
- 6-6-4 Truck loading on public streets restricted. The loading or unloading of business merchandise, supplies, goods or freight within a street right-of-way shall be prohibited in all zoning districts.

**CHART 6-7 Minimum Parking Spaces Required by Use**

Use	Minimum Number of Parking Spaces:	Required for Each:
<b>a. RESIDENTIAL</b>		
1. Single-Family & Two-Family Residence	2	Dwelling Unit
2. Multi-Family Residence	1.5	Dwelling Unit
3. Multi-Family Residence	1.5	Dwelling Unit
4. Retirement Community	1	Dwelling Unit
5. Nursing Homes, Personal Care Homes, Fraternity or Sorority Houses	1	2 residents or beds
6. Bed & Breakfast, Rooming House, Boarding House	1 2	Room to be rented, plus Dwelling Unit
7. Hotel or Motel:		
(a) Convention hotel, or a motel with a restaurant or lounge.	1½	Room
(b) Non-convention hotel or a motel with no restaurant	1	Room
<b>b. COMMERCIAL</b>		
1. Professional Office or Bank	3½	1,000 sq ft of ground floor area
2. Funeral Home	20	Viewing Room
3. Service Station, Gas Station, Auto Repair Shop or Garage	3 5	Service bay, plus 1,000 sf of retail space
4. Restaurant or similar eating establishment	1 1	2 seats provided for patron use, plus 2 employees
5. Amusement/Recreational Facility, Health/Fitness Center	5	1,000 sq ft of ground floor area
6. Retail Business	5	1,000 sq ft of ground floor area
<b>c. INDUSTRIAL AND MANUFACTURING</b>		
1. Wholesale, Warehouse, Manufacturing	1	Employee at maximum employment on a single shift
<b>d. INSTITUTIONAL AND OTHER</b>		
1. Hospital, Nursing Home, similar institutions	1 1	2 patient beds, plus Employee at maximum employment on a single shift
2. Auditoriums, churches, theatres, stadiums, private clubs, fraternal lodges and other places of assembly	1 1 1	4 seats in the largest assembly room, or 12 ft of pew in the largest assembly room, or 100 sq ft in the largest assembly room
3. Schools	1 1	6 seats in main assembly room, plus Employee
4. Technical College, Trade School	10	Classroom
5. Library or museum	2	1,000 sq ft of ground floor area

**DALTON-VARNELL-WHITFIELD COUNTY PLANNING COMMISSION  
503 WEST WAUGH STREET  
DALTON, GA 30720**

**MEMORANDUM**

**TO:** City of Dalton Mayor and Council  
Andrew Parker  
Jonathan Bledsoe  
Jean Price-Garland

**FROM:** Jim Lidderdale  
Chairman

**DATE:** May 2, 2024

**SUBJECT: The request of the City of Varnell Mayor and Council, and City of Dalton Mayor and Council to amend the Unified Zoning Ordinance text.**

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on April 22, 2024, at 6:00 p.m. at the Whitfield County Courthouse meeting room. A portion of the agenda included a public hearing concerning the above matter. A quorum of five members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Jean Price-Garland.

**Public Hearing Summary:**

Ms. Price-Garland summarized the proposed text amendments and recommended the UZO text amendments be approved. There were no further questions for Garland.

With no other comments heard for or against, this hearing closed at approximately 6:34 pm.

**Recommendation:**

Chairman Lidderdale sought a motion on the requested UZO text amendments. **Jody McClurg then made a motion to recommend the UZO text amendments be approved. Chris Shiflett then seconded the motion and a unanimous recommendation to approve the UZO text amendments followed, 4-0.**