



**MAYOR AND COUNCIL MEETING**  
**MONDAY, JULY 15, 2024**  
**6:00 PM**  
**DALTON CITY HALL - COUNCIL CHAMBERS**  
  
**AGENDA**

**Call to Order**

**Pledge of Allegiance**

**Approval of Agenda**

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

**Presentations:**

1. Department Head Reports

**Minutes:**

- [2.](#) Mayor & Council Minutes of June 17, 2024

**New Business:**

- [3.](#) First Reading Ordinance 24-17 The request of Jose Eduardo Franco Alejandro to annex 0.17 acres located at 1236 Frazier Drive into the City of Dalton as Medium Density Single Family Residential (R-3) Parcel (12-179-02-061)
- [4.](#) First Reading Ordinance 24-18 The request of John S. Suttles to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) a tract of land totaling 0.70 acres located on New Doris Street. Parcels (12-255-03-034, 12-255-03-047 and 12-255-03-057)
- [5.](#) First Reading Ordinance 24-19 The request of Todd Phillips to rezone from Medium Density Residential (R-3) to High Density Residential (R-7) a tract of land totaling 1.29 acres located on Main Street. Parcels (12-183-08-013, 12-183-08-002, 12-183-08-010, and 12-183-08-011)
- [6.](#) First Reading Ordinance 24-20 The request of Erick Rojo Aguilar to rezone from Heavy Manufacturing (M-2) to High-Density Residential (R-7) a tract of land totaling 0.21 acres located at 204 E. Matilda Street. Parcel (12-200-05-008)
- [7.](#) (2) New 2024 Alcohol Beverage Applications
- [8.](#) School Resource Officer Contract with Dalton Public Schools for 2024-2025
- [9.](#) FY-2024 Budget Amendment #3

- [10.](#) Croy Engineering Task Order #11 for Runway Pavement Rehab Bid Services at the Airport
- [11.](#) Dalton Municipal Airport 5-year Master Service Agreement with Kimley-Horn and Associates
- [12.](#) Landscape Installation Contract Award to Keller Outdoor, Inc. for 133 Huntington Road
- [13.](#) Level 1-A Pipe Lining Project Contract Award to Federal EC, LLC
- [14.](#) Agreement for Development of a Mini-Pitch Soccer Field and Disbursement of Grant Funds between City of Dalton Parks and Recreation Department and Greater Dalton Chamber Foundation
- [15.](#) Intergovernmental Ground Lease Agreement between the City and City of Dalton Board of Education for ROTC Course
- [16.](#) Appointment of Will Chappell as Interim Dalton Parks and Recreation Director
- [17.](#) Reappointment of Austin King to the Zoning Appeals Board for a 5-year term to expire August 5, 2029.
- [18.](#) Appointment of Annalee Sams as a member to the Public Safety Commission for a 1-year term to expire December 31, 2024.

**Supplemental Business**

**Announcements**

**Adjournment**



THE CITY OF DALTON  
MAYOR AND COUNCIL MINUTES  
JUNE 17, 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 Dennis Mock, Nicky Lama and Steve Farrow and City Attorney Jonathan Bledsoe. Council Member Tyree Goodlett and City Administrator Andrew Parker were 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 Mock, second Council member Lama, the Mayor and Council approved the agenda. The vote was unanimous in favor.

PUBLIC COMMENTARY

There were no Public Comments.

MINUTES

The Mayor and Council reviewed the Work Session Minutes of June 03, 2024. On the motion of Council member Mock, second Council member Lama, the minutes were approved. The vote was unanimous in favor.

The Mayor and Council reviewed the Regular meeting minutes of June 03, 2024. On the motion of Council member Mock, second Council member Lama, the minutes were approved. The vote was unanimous in favor.

SECOND READING ORDINANCE 24-15 - REZONING REQUEST OF MARIA AMAYA

On the motion of Council member Farrow, second Council member Mock, the Mayor and Council adopted the Second Reading Ordinance 24-15 The request of Maria Amaya to rezone from Medium Density Single Family Residential (R-3) to Neighborhood Commercial (C-1) a tract of land totaling 0.17 acres located at 900 Riverbend Road, Dalton, Georgia. Parcel (12-255-02-024). The vote was unanimous in favor.

SECOND READING ORDINANCE 24-16 - REZONING REQUEST OF JASON GOLDBERG

Second Reading Ordinance 24-16 The request of Jason Goldberg to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) a tract of land totaling 0.15 acres located at 1127 Riverbend Drive, Dalton, Georgia. Parcel (12-255-10-016). Council member Lama suggested the stipulation that with approval, the property owner will give access to the gate code and grant turn around access for Dalton Fire Department engines. On the motion of Council member Farrow, second Council member Lama, the request was approved with the stipulation. The vote was unanimous in favor.

RESOLUTION 24-14 - FIVE-YEAR CONSOLIDATED PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG) AND THE ANNUAL ACTION PLAN FOR CDBG

CFO Cindy Jackson submitted a Five-Year Consolidated Plan for the Community Development Block Grant Program (CDBG) and the Annual Action Plan for CDBG funding in the amount of \$381,589. On the motion of Council member Mock, second Council member Farrow, the Resolution was adopted. The vote was unanimous in favor.

MEMORANDUM OF UNDERSTANDING WITH DALTON SERENITY CLUB

CFO Cindy Jackson submitted a Memorandum of Understanding with Dalton Serenity Club for operational costs in regard to services provided for Drug Addiction Prevention and Treatment in the amount of \$13,000. On the motion of Council member Mock, second Council member Lama, the MOU was approved. The vote was unanimous in favor.

APPROVAL OF USDA GRANT AGREEMENT AND SF-424 FOR DALTON URBAN GARDEN PARK

Recreation Director Caitlin Sharpe presented the USDA Grant Agreement and SF-424 for Dalton Urban Garden Park in the amount of \$169,912.60. Sharpe stated a parcel of city owned land will be the location for launching a city garden. Sharpe stated the parcel is along a tributary to Mill Creek in the Conasauga Watershed. Sharpe further stated the programing will support nutrition and food access through teaching gardening skills. On the motion of Council member Mock, second Council member Lama, the Agreement was approved. The vote was unanimous in favor.

GENERAL CONSTRUCTION AGREEMENT WITH WADSWORTH GOLF CONSTRUCTION COMPANY

Recreation Director Caitlin Clark presented the General Construction Agreement with Wadsworth Golf Construction Company for Bunker/Sand trap Renovation at Nob North Golf Course in the amount of \$1,107,000.00. Sharpe stated out of the two requests for proposals received Wadsworth Golf Construction Company proved to be most responsive bid and lowest price. On the motion of Council member Mock, second Council member Farrow, the Agreement was approved. The vote was unanimous in favor.

CORRECTIVE ACTION PLAN, TEMPORARY CONSTRUCTION EASEMENT, AND PERMANENT DRAINAGE EASEMENT LOCATED WITHIN 2251 ROCKY FACE CIRCLE

T. Jackson Sheppard E.I.T. Public Works Project Manager presented the Corrective Action Plan, Temporary Construction Easement, and Permanent Drainage Easement for Stormwater Improvements located within 2251 Rocky Face Circle. Sheppard stated the improvements will include extending the closed conveyance system of runoff from city owned right of way approximately 115' utilizing 30" reinforced concrete pipes to mitigate existing surface flooding and scouring of the drainage channel occurring on the property. On the motion of Council member Mock, second Council member Farrow, the corrective action plan was approved. The vote was unanimous in favor.

ANNOUNCEMENTS

Mayor Sams announced the City Council Meeting scheduled for Monday, July 1, 2024 has been cancelled. City offices will be closed Thursday, July 4, 2024 for Independence Day. The next City Council Meeting will be held Monday, July 15, 2024.

ADJOURNMENT

There being no further business to come before the Mayor and Council, on the motion of Council member Farrow, second Council member Mock the meeting was adjourned at 6:13 p.m.

---

Bernadette Chattam  
City Clerk

---

Annalee Sams, Mayor

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



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 7/15/2024

**Agenda Item:** **The request of Jose Eduardo Franco Alejandre to annex 0.17 acres located at 1236 Frazier Drive, Dalton, Georgia into the City of Dalton as Medium Density Single Family Residential (R-3) Parcel (12-179-02-061) (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 24-17**

To Annex Certain Property of Jose Eduardo Franco Alejandro, 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 September, 2024.

### **Section 3.**

The acreage of the Property is approximately 0.17 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**

All that tract or parcel of land lying and being in Land Lot No. 179 in the 12th District and 3rd Section of Whitfield County, Georgia, and being Lot No. 25 of Spence Subdivision, Phase 2, more particularly described according to a plat of survey of said subdivision prepared for Brian Spence by Mitchell Lowery, Georgia Registered Land Surveyor No. 3109, dated March 26, 2018 and recorded in Plat Cabinet E, Slide 1095, 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.

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:** June 24, 2024

**SUBJECT: The request of Jose Eduardo Franco Alejandro to annex 0.17 acres located at 1236 Frazier Drive, Dalton, Georgia into the City of Dalton as Medium Density Single Family Residential (R-3) Parcel (12-179-02-061) (City)**

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on June 24, 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 Ethan Calhoun.

**Public Hearing Summary:**

Mr. Calhoun summarized the staff analysis which recommended the annexation be approved. There were no further questions for Calhoun.

With no other comments heard for or against, this hearing closed at approximately 7:40 pm.

**Recommendation:**

Chairman Lidderdale sought a motion on the requested annexation. **Chris Shiflett then made a motion to recommend approval of the GA rezoning. Chris Shiflett then seconded the motion and a unanimous recommendation to approve the GA rezoning followed, 5-0.**

**STAFF ANALYSIS  
ANNEXATION REQUEST  
Unified Zoning Ordinance**

**ZONING CASE:**

***Jose Alejandro is seeking annexation of a parcel (#12-179-02-061) into The City of Dalton. located at 1236 Frazier Drive within the Medium-Density Single-Family (R-3) zone district. Dalton's current corporate boundary flanks the subject property on the west side.***

The surrounding land uses and zoning are as follows: 1) To the north, is a 0.17-acre tract of land zoned R-3 that contains a single-family detached dwelling within the unincorporated County, 2) to the east, is a 4.9-acre tract zoned R-3 that is undeveloped and currently owned by the NWGA Humane Society, 3) to the south, is a 0.17-acre tract of land zoned R-3 that contains a single-family detached dwelling within the unincorporated County, 4) To the west across Frazier Drive, is a 0.73-acre tract of land zoned R-3 that contains a single-family detached dwelling with in the City of Dalton. Zoning will not be affected by this annexation if it is approved since both the City and the County share the Unified Zoning Ordinance.

**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.**

As stated previously, the zoning of the subject property will not be changed in the event that it is annexed into the City of Dalton since the City and County adopted the UZO in 2015. The existing R-3 zoning is appropriate in regard to the existing land use in this area as well as the Comprehensive Plan and Future Development Map. The annexation, if approved, would simply bring the subject property into the City of Dalton's jurisdiction.

**(B) Whether the proposed amendment would adversely affect the economic value or the uses of adjacent and nearby properties.**

No impact is expected if this annexation is approved.

**(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.**

This annexation will not affect the subject property's use or character. If this property is annexed, then it will be able to benefit from city services that are already offered to the majority of adjacent and nearby properties since the property is within a small unincorporated County island within the City of Dalton.

**(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.**

No impact. The zoning will be the same, but the jurisdiction will change. The property owners have completed an application to annex under the 100 percent method, which means it is by the choice of the property owner to be annexed.

**(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 is expected. Service extensions to the area have occurred through the years. More properties in the vicinity are now within the City of Dalton as compared to the unincorporated County. Water and sewer utilities are already available to the subject property with no concern for capacity. The annexation of the subject property would have a negligible impact on public utilities for this area. The subject property is already served by City emergency services due to the automatic aid agreement between the City and County.

**(F) Whether the property sought to be 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 Town Neighborhood Revitalization character area. This character area is shared by both Whitfield County and the City of Dalton. This annexation would have no conflict with the Comprehensive Plan or Future Development Map based on the existing character of the subject property.

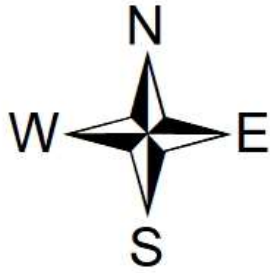
**(G) Whether there are any other conditions or transitional patterns affecting the use and development of the property to be rezoned or annexed, which give grounds for approval or disapproval of the proposed zoning proposal. Whether the proposed zoning change constitutes an “entering wedge” and is a 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.**

This request, if approved, would shrink an existing unincorporated county island within the City of Dalton.

**(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 recommendation is that the subject property is suited for annexation into the City of Dalton. The request is consistent with the Comprehensive Plan, and the uses and zoning of most properties in the vicinity.



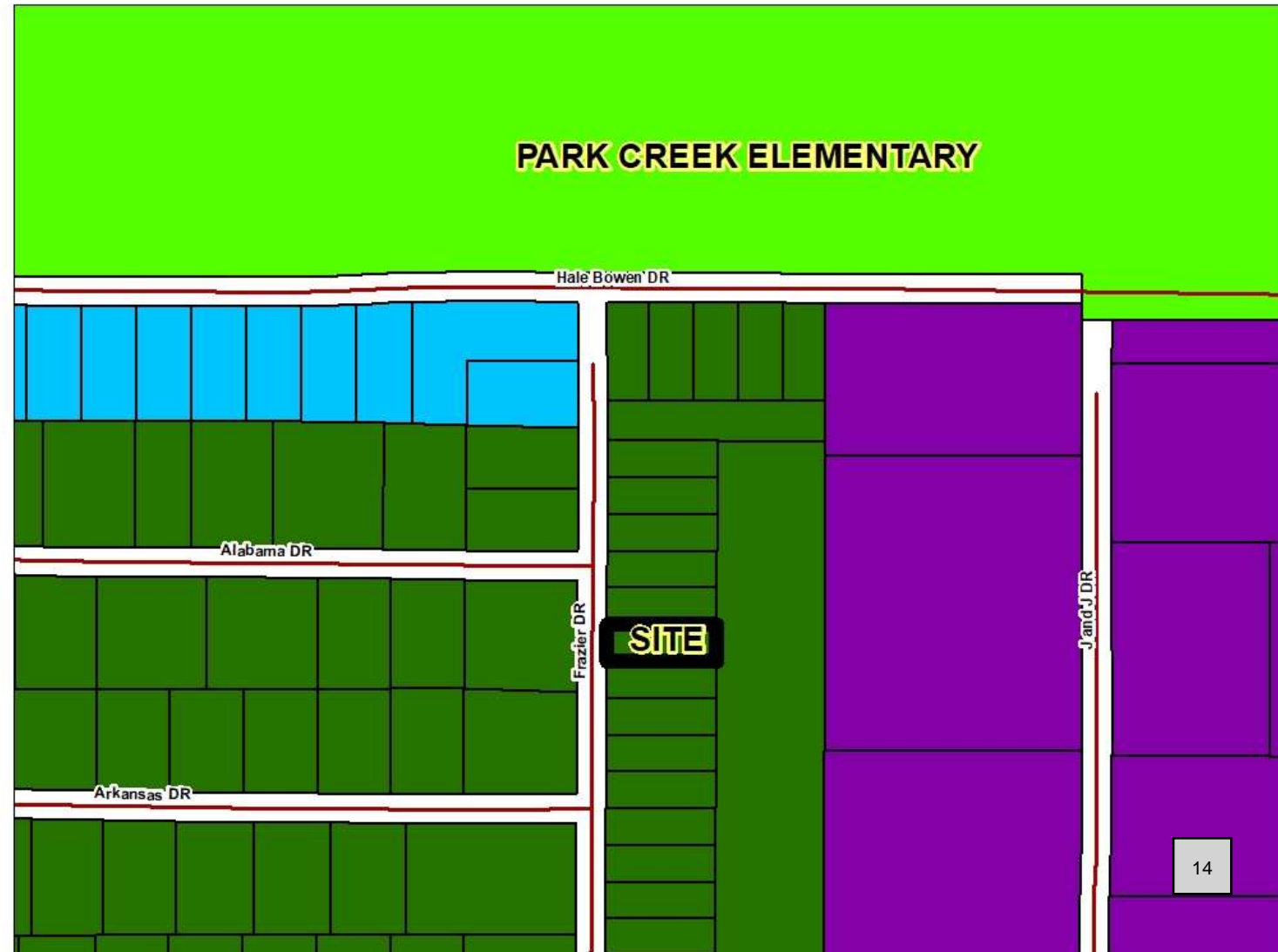
# Alejandro Annexation Request Into the City of Dalton

## Zoning to Remain R-3, Medium Density Single Family Residential

### ZONING

-  Low Density Single Family Residential (R-2)
-  Medium Density Single Family Residential (R-3)
-  Transitional Residential (R-6)
-  Heavy Manufacturing (M-2)

**FEET**  
**200**





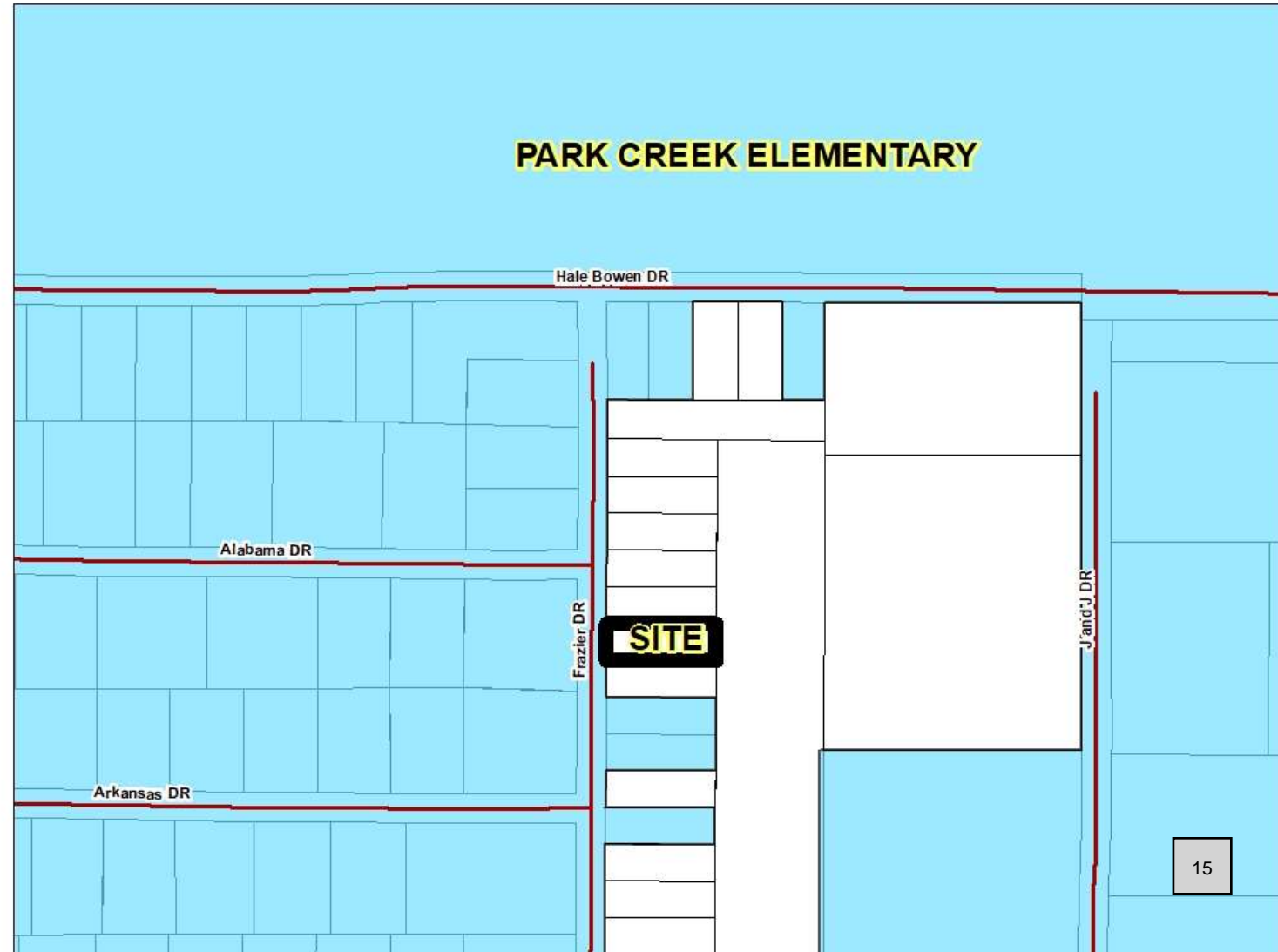
# Alejandro Annexation Request Into the City of Dalton Zoning to Remain R-3, Medium Density Single Family Residential

## DALTON CITY LIMITS



Town\_Boundaries

**FEET  
200**





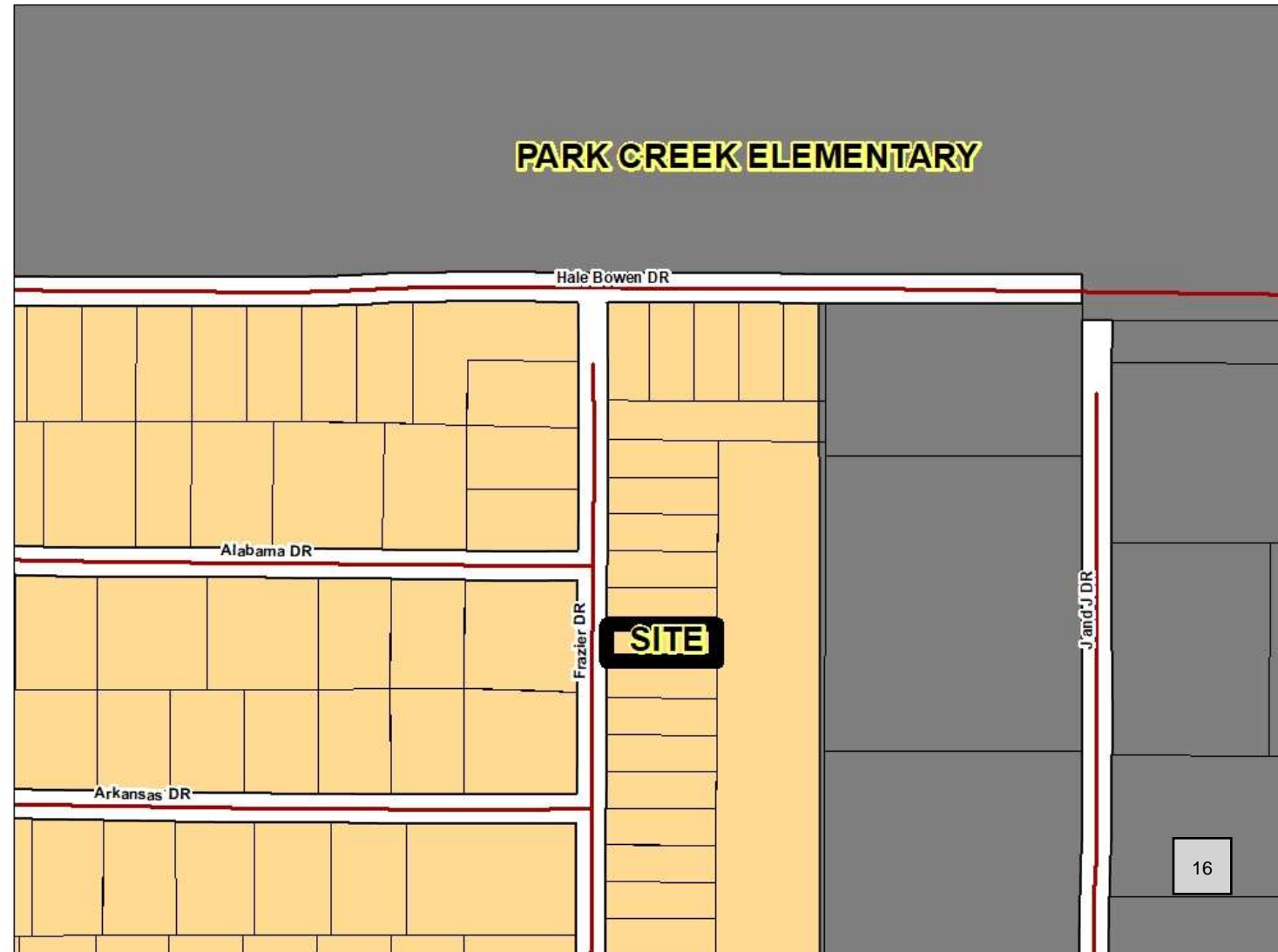
# Alejandro Annexation Request Into the City of Dalton Zoning to Remain R-3, Medium Density Single Family Residential

**FUTURE DEVELOPMENT MAP**

 Industrial

 Town Neighborhood Revitalization

**FEET  
200**







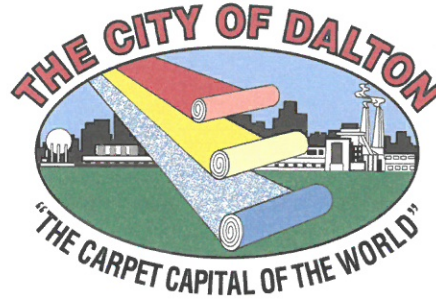
# Alejandro Annexation Request Into the City of Dalton Zoning to Remain R-3, Medium Density Single Family Residential

**FEET  
200**



BERNADETTE CHATTAM, CMC  
CITY CLERK

COUNCIL MEMBERS



March 15, 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: Jose Eduardo Franco Alejandre

STREET ADDRESS: 1236 Frazier Dr.

AMOUNT OF ACREAGE: .17

PARCEL NUMBERS: 12-179-02-061

PLAT ATTACHED: YES X NO       

ZONING CLASSIFICATION: R-3





## 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:	JOSÉ EDUARDO FRANCO ALEJANDRE
APPLICANT ADDRESS:	1236 FRAZIER DR
CITY, STATE & ZIP:	DALTON GA 30791-3629
TELEPHONE NUMBER:	762-201-7363

PROPOSED PROPERTY TO BE ANNEXED

(1) STREET ADDRESS OF PROPERTY TO BE ANNEXED:	1236 Frazier Dr
(2) SUBDIVISION OF THE PROPERTY TO BE ANNEXED:	N/A
(3) LOT(S) NUMBER OF THE PROPERTY TO BE ANNEXED:	Lot 179 (1 unit)
(4) FUTURE INTENDED USE OF THE PROPERTY TO BE ANNEXED:	Residential (2-3)

- PROPOSED ZONING CLASSIFICATION Residential
- PROPOSED AMOUNT OF ACREAGE TO BE ANNEXED .17
- TAX MAP NUMBER/PARCEL NUMBER 12-179-02-061
- HOUSING UNITS 1

(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.

☐

CAUCASIAN

☐

LATINO

☐

AFRICAN  
AMERICAN

☐

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)

Jose eduardo franco

DATE

09/15/2024

## 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:

12-177-02-061

Describe parcel or parcels and nature of interest  
and percentage of interest

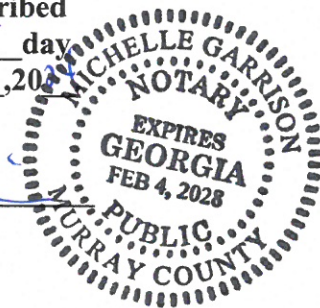
I hereby appoint N/A  
my attorney in fact with full authority, my name, place, and stead, to apply for the  
zoning amendment as set forth in the attached annexation contract.

Jose eduardo Franco  
(Owner's Name)

Sworn to and subscribed

Before me, this 15 day  
of February, 2021

Michelle Garrison  
Notary Public



(Seal)



## 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.

Jose eduardo franco  
SIGNED

02/12/2024  
DATE

Deed Doc: WD  
Recorded 07/03/2019 09:58AM  
Georgia Transfer Tax Paid : \$134.90  
MELICA KENDRICK  
Clerk Superior Court, WHITFIELD County, Ga.  
Bk 06716 Pg 0001-0002

Pre1001789

This space above this line is for recording purposes.

After recording, please return to:  
Richard W. Andrews  
Sponcler & Tharpe, LLC  
P. O. Box 398  
Dalton, Georgia 30722-0398  
File No. 2019050433

STATE OF GEORGIA,

WHITFIELD COUNTY.

### LIMITED WARRANTY DEED

THIS INDENTURE, made the 1st day of July, 2019, between RONALD J. JOHNS, LLC, a Georgia Limited Liability Company (hereinafter, whether singly or more than one, the "Grantor"), and JOSE EDUARDO FRANCO ALEJANDRE (hereinafter, whether singly or more than one, the "Grantee"):

### WITNESSETH

That in consideration of Ten Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor by these presents does hereby grant, bargain, sell, and convey unto the said Grantee the following described real property, together with the appurtenances thereto belonging, to-wit:

All that tract or parcel of land lying and being in Land Lot No. 179 in the 12th District and 3rd Section of Whitfield County, Georgia, and being Lot No. 25 of Spence Subdivision, Phase 2, more particularly described according to a plat of survey of said subdivision prepared for Brian Spence by Mitchell Lowery, Georgia Registered Land Surveyor No. 3109, dated March 26, 2018 and recorded in Plat Cabinet E, Slide 1095, 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.



**TO HAVE AND TO HOLD**, all and 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.

**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 quiet and peaceable possession thereof, unto the said Grantee, and to the heirs, legal representatives, successors and assigns of the Grantee, against all acts and deeds of the said Grantor.

**SUBJECT, HOWEVER**, to all easements, rights-of-way, covenants and restrictions which 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.

Signed, sealed and delivered  
in the presence of:

Unofficial Witness

Notary Public

RONALD J. JOHNS, LLC

BY:

RONALD J. JOHNS, MANAGER

My Commission Expires: \_\_\_\_\_

[Notary Seal]



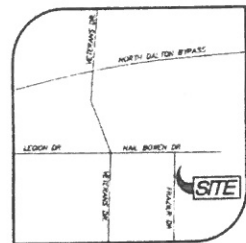
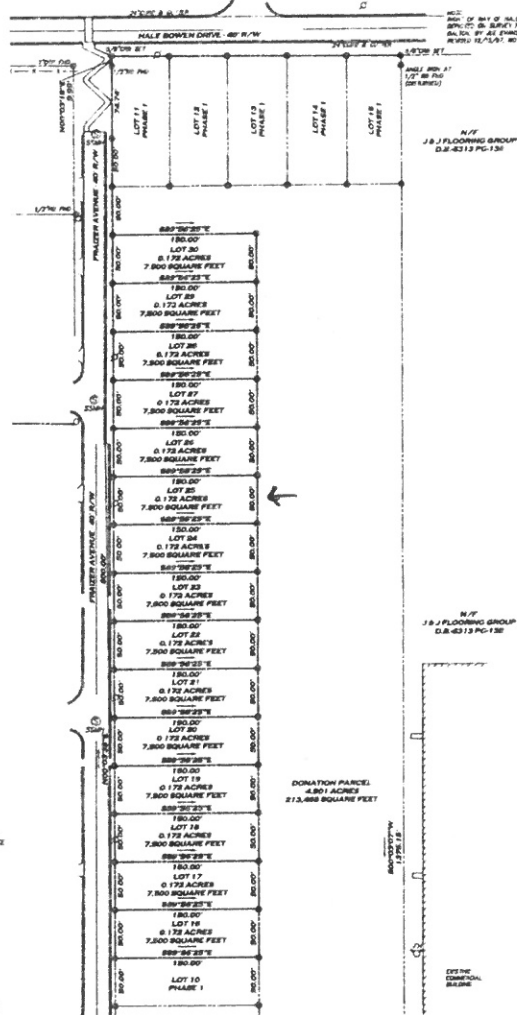
## EXHIBIT "B"

**4-1-5 Medium density single family residential (R-3.)** This district is established to protect single-family detached dwellings, typically within a more urban atmosphere, including residential subdivisions, on smaller lots of not less than 7,500 square feet and which are served by public sewer or an approved central on-site sewage management system. All dwellings in this district shall contain not less than 1,000 square feet of heated floor area. There shall be no manufactured or mobile homes within this district, in order to maintain the traditional residential character of such districts. Only one dwelling unit per lot shall be allowed in this district.

Filed & eRecorded  
DATE: 5/7/2018  
TIME: 2:51 PM  
PLAY BOOK: 00000E  
PAGE: 01095  
RECORDING FEE: 8.00  
PARTICIPANT ID: 6752211597  
CLERK: Melica Kendrick  
Whitfield County, GA

FOR RECORDING USE ONLY

NOTICE OF ACTION  
DULAN SERVICE  
(703) 847-8983



VICINITY MAP

ZONING  
ZONING FOR THIS PROPERTY IS CURRENTLY CLASSIFIED  
AS P-3. SUBDIVISION AND INSTRUCTIONS ARE AS  
FOLLOWS:  
FRONT YARD: 25 FEET  
SIDE YARD: 10 FEET  
REAR YARD: 15 FEET

SURVEY NOTES

- 1) PROPERTY SHOWN HEREON WAS SURVEYED 3/27/2017.
- 2) THE FIELD DATA UPON WHICH THIS PLAT IS BASED WAS A  
CLOSED 9" 1" IN STATION WITH AN ANGULAR CORNER ON THE  
SECOND PER ANGLE POINT AND WAS ADJUSTED USING THE  
LEAST SQUARES METHOD.
- 3) A SURVEY 2003 IN TOTAL STATION TOPGRAPH HERE BY GPS  
RECEIVERS AND WILSON SURVEYOR DATA COLLECTOR WERE  
USED FOR FIELD SURVEY MEASUREMENTS.
- 4) THIS PLAT HAS A MAP CLOSURE OF 1" IN 104,831'.
- 5) THIS SURVEYED PROPERTY IS LOCATED WITHIN AN AREA  
HAVING A ZONE DESIGNATION 3 ON FLOOD INSURANCE RATE MAP  
NO. 130120000, WITH A DATE OF REVISION OF 06/29/2006.  
FOR COMMUNITY NUMBER 12732L IN WHITFIELD  
COUNTY, STATE OF GEORGIA, WHICH IS THE CURRENT FLOOD  
INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH THIS  
PROPERTY IS SITUATED.
- 6) CONTROL AND BEARING BASE FOR THIS SURVEY WERE  
ESTABLISHED USING A SURVEY INSTRUMENT RECEIVED BY  
THEORY AND CONNECTIONS PROVIDED BY THE REAL TIME  
NETWORK OPERATED BY EARTH SIGHTLY. THE RELATIVE POSITIONING  
ACCURACY IS CALCULATED ACCORDING TO THE FEDERAL  
GEODETIC DATA COMMITTEE PART 3 NATIONAL STANDARD FOR  
SPATIAL DATA ACCURACY (NAD 83) 100 FEET HORIZONTAL AND 10 FEET  
VERTICAL AT THE 95% CONFIDENCE LEVEL.
- 7) NO EFFORT TO OBTAIN THE LOCATION OF UNDERGROUND  
UTILITIES WAS MADE DURING THE COURSE OF THIS SURVEY.  
LOCATIONS AND DEPTHS ARE NOT GUARANTEED AS TO THE  
EXISTENCE OR NON-EXISTENCE OF SAID UTILITIES.
- 8) NO OBSERVED EVIDENCE OF CONCENTRATED, UNWANTED, AND/OR  
BURIAL GROUNDS AT TIME OF SURVEY.

CERTIFICATE OF APPROVAL FOR PUBLIC WATER SYSTEM

I HEREBY CERTIFY THAT THE WATER SYSTEM SERVING THE PUBLIC ROADS ON THIS PLAT HAS  
BEEN INSTALLED OR SUPERINTENDENT HAS BEEN PROVIDED TO INSTALL IN ACCORDANCE  
WITH THE REQUIREMENTS OF DULAN UTILITIES.

DULAN UTILITIES: Michael Dulan DATE: 5/7/18

CERTIFICATE OF APPROVAL FOR FIRE PROTECTION

I HEREBY CERTIFY THAT THE LOCATION OF THE FIRE HYDRANTS IN THIS SUBDIVISION ARE  
INDICATED FOR INSTALLATION IN ACCORDANCE WITH THE REQUIREMENTS OF THE  
DULAN FIRE DEPARTMENT AND ANY NEARBY ADJACENT.

DULAN FIRE DEPT: Michael Dulan DATE: 5/7/18

CERTIFICATE OF APPROVAL FOR PUBLIC WASTEWATER COLLECTION SYSTEM

I HEREBY CERTIFY THAT THE WASTEWATER COLLECTION SYSTEM SERVING THE PUBLIC ROADS ON  
THIS PLAT HAS BEEN INSTALLED OR SUPERINTENDENT HAS BEEN PROVIDED TO INSTALL  
IN ACCORDANCE WITH THE REQUIREMENTS OF DULAN UTILITIES.

DULAN UTILITIES: Michael Dulan DATE: 5/7/18

CERTIFICATE OF APPROVAL FOR RECORDING

THE WHITFIELD COUNTY BUILDING, ZONING AND DEVELOPMENT DEPARTMENT CERTIFIES THAT THIS  
PLAT COMPLIES WITH THE MINIMUM SUBDIVISION PROVISIONS OF THE WHITFIELD COUNTY SUBDIVISION  
REGULATIONS, WITH THE EXCEPTION OF SUCH VIOLATIONS, IF ANY, AS ARE NOTED UPON THE  
PLAT, AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE CLERK OF THE  
SUPERIOR COURT OF WHITFIELD COUNTY, GEORGIA.

DATE: 5/7/18  
BY: Michael Dulan  
DULAN REPRESENTATIVE

Subdivision Design Approved  
By Planning Commission  
4/23/2018

FINAL ACCURACY AND DESIGN CERTIFICATE

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT  
AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE  
PROPERTY MADE BY ME OR UNDER MY SUPERVISION. THAT ALL  
MEASUREMENTS SHOWN HEREON ARE TRUE AND CORRECT. THAT ALL  
LOCATIONS, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN.  
AND THAT ALL REQUIREMENTS OF THE WHITFIELD COUNTY  
SUBDIVISION REGULATIONS HAVE BEEN SUBSTANTIALLY COMPLIED  
WITH AND APPROVAL HEREON DOES NOT RELIEVE ME OF ANY  
LIABILITY ASSOCIATED WITH INADEQUACIES OF IMPROVED DESIGN.



Michael Dulan, Georgia Real Estate Broker



IF YOU DO GEORGIA...  
CALL US FIRST!  
1-800-282-7411  
770-623-4344  
(METRO ATLANTA ONLY)  
UTILITIES PROTECTION CENTER  
IT'S THE LAW

**Lowery & Associates**  
LAND SURVEYING, LLC

MIXED SUBDIVISION OF UNDEVELOPED LOTS WITHIN FRAZIER ACRES SUBDIVISION		
STATE: GEORGIA	COUNTY: WHITFIELD	
LAND LOT: 179	DISTRICT: 12TH	SECTION: 3RD

PREPARED FOR:  
SPENCE SUBDIVISION, PHASE 2

**LOWERY & ASSOCIATES**  
LAND SURVEYING, LLC  
317 GRASSDALE ROAD  
CARTERSVILLE, GA 30121  
770-234-8586  
WWW.LOWERYLANDSURVEYS.COM  
INFO@LOWERYLANDSURVEYS.COM  
GEORGIA C.G.A. - LST-00002

## Whitfield County Tax Parcel Information

### Owner and Parcel Information

Parcel Number 12-179-02-061  
 Realkey 44522  
 GIS Map Map  
 Owner Name ALEJANDRE JOSE EDUARDO FRANCO  
 Owner Address 1236 FRAZIER  
 Owner Address 2  
 Owner Address 3  
 Owner City DALTON  
 Owner State GA  
 Owner Zip 30721  
 Latitude  
 Longitude

### Property Information

Class Residential  
 Strata Lot  
 Tax District County  
 Neighborhood FRZR L  
 Legal Description 0.17A LL179-12 (LT25 E-1095)  
 Total Acres 0.17  
 Zoning See GIS Map  
 GMD\Map Number 081  
 Subdivision  
 Subdivision Phase  
 Subdivision Section 0004  
 Subdivision Block  
 Subdivision Lot  
 Comments:

### Appeals Information

This parcel does not have any appeals

### Parcel Address

Parcel House Number 1236  
 Parcel Street Extension  
 Parcel Street Direction  
 Parcel Street Name FRAZIER  
 Parcel Street Units  
 Parcel Street Type AVE

### Current Fair Market Value Information

Previous 134519  
 Current 156293  
 Land 25000  
 Residential Improvement 131293  
 Commercial Improvement  
 Accessory Improvement  
 Conservation Use Value

### Historical Fair Market Value Information

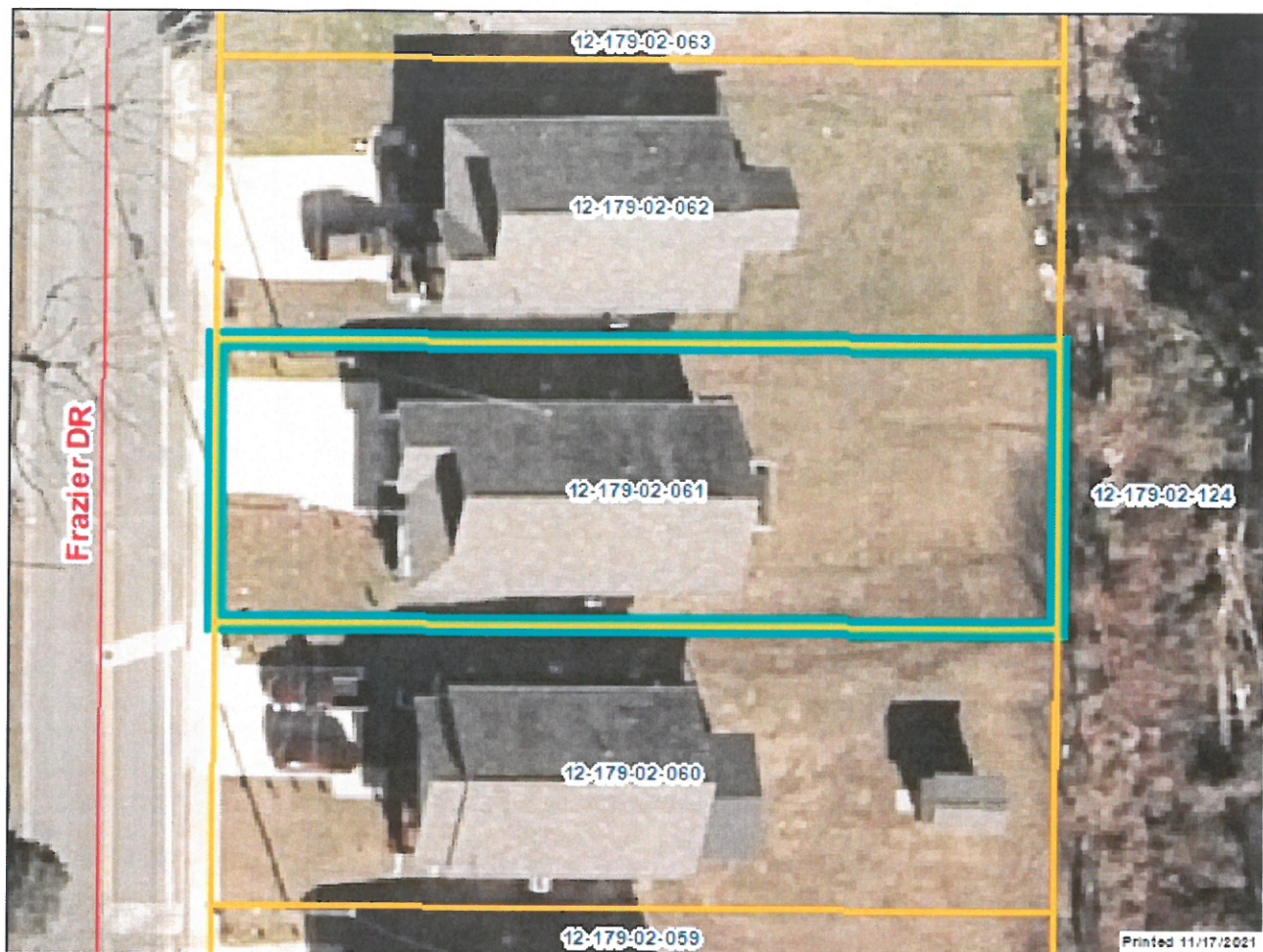
2021 134519  
 2020 129237  
 2019 0

### 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	ALEJANDRE JOSE EDUARDO FRANCO	Legal Description	0.17A LL179-12 (LT25 E-1095)
Year	2023	Sale Date	
Parcel Number	12-179-02-061	Taxes Due	1721.78
Bill	200748	Taxes Due Date	12/20/2023
Exemption Type		Taxes Paid	1721.78
Account No.	7089446	Taxes Paid Date	12/7/2023 4:53:04 PM
Millage Rate	0	Current Due	0
Fair Market Value	156293	Back Taxes	0
Assessed Value	62517	Total Due	0
Prior Years Tax Data	Tax		

## Commercial Structure Information

This parcel does not have any commercial structures to display

## Residential Structure Information

### General

Value	131293
Class	Residential
Strata	Improvement
Occupancy	Single Family Residence
Year Built	2019

### Construction Information

Foundation	Masonry
Exterior Walls	Vinyl
Roofing	Asphalt Shingle
Roof Shape	Gable/Hip
Floor Construction	Cont. Wall



Observed Condition      Average  
 Heated Area                1296  
 Structure Sketch          Click Here

Comments:

### Plumbing

Full Baths                    2  
 Half Baths                   0  
 Standard Complements    1  
 Extra Features              3

### Parcel Details

Floor Finish                Carpet/Tile  
 Interior Wall               Sheetrock/Drywall  
 Interior Ceiling            Sheetrock  
 Heat                         Central Htg and Air  
 Story Height                1 STORY

### Basement/Attic Information

Basement Description  
 Basement Finish  
 Attic Description



2/11/20, 3:25:02 PM

44522

## Accessory Information

**This parcel does not have any accessories to display**

## Sales Information

Grantee	ALEJANDRE JOSE EDUARDO FRANCO	Class	Residential
Grantor	RONALD JOHNS LLC	Strata	Lot
Sale Price	134900	Reason	FAIR MARKET IMPROVED SALE
Sale Date	7/1/2019	State	N
Deed Book/Page	6716 1	PT-61	PT-61 155-2019-001789
Deed Link	Click Here	Comments	WARRANTY DEED



# Whitfield County

Board of Commissioners

Board Members  
Jevin Jensen, Chairman  
Barry W. Robbins  
Robby Staten  
John Thomas  
Greg Jones

May 16, 2024

Honorable Annalee Sams  
Mayor, City of Dalton  
P.O. Box 1205  
Dalton, GA 30722

RE: Tax Parcel Nos. 12-179-02-061

Dear Mayor Sams:

At the May 13, 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 No. referenced above.

Regards,

*Blanca Cardona*

Blanca Cardona  
County Clerk

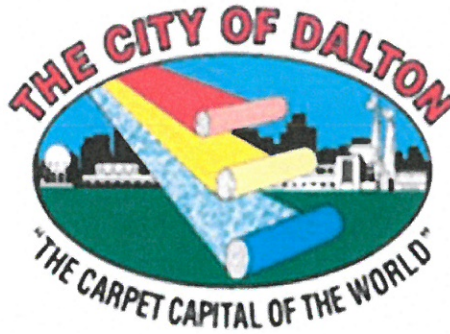
cc: Kristi Queen, Chief Appraiser  
Jess Hansen, GIS Coordinator  
David Metcalf, Emergency Services Director  
File



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  
Jose Eduardo Franco Alejandro  
1236 Frazier Dr.  
0.17 Acres  
Parcel Number: 12-179-02-061  
Zoning Classification: R-3

Date: 3/26/2024

---

Please be advised that the Public Works Department has no objections to the annexation of the above reference tract but notes the following items should be of consideration as part of the request:

- **Delivery of Public Works Services** – Upon approval of annexation, Public Works will begin providing regular sanitation services following a request from the homeowner. The annual cost to provide these services is approximately \$300 per household. At this time no additional resources would be required from the Department to administer these services.
- **A number of Frazier Dr. addresses remain in unincorporated Whitfield County.** With the number of the residences along Frazier Dr. still located within the County, in an effort to eliminate confusion in delivery of services, & following annexation approval; the City should consider proactively contacting the remaining residences along Frazier Dr. to offer the opportunity for annexation.

**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 – 1236 Frazier Dr.

Chief Cason:

I have reviewed the annexation request for 1236 Frazier Dr. (0.17 acres), parcel number 12-179-02-061. 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 "J. Johnson".

Captain Jamie Johnson  
Patrol Division Commander

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 19, 2024

RE: Annexation Proposal  
Parcel #12-179-02-061, 1236 Frazier Dr

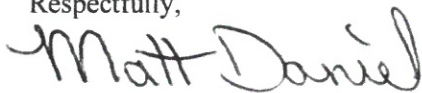
Annalee Harlan Sams  
Mayor, City of Dalton

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,



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 19, 2024

Re: Annexation Analysis

**Property Address/Parcel:** 1236 Frazier Drive into the City of Dalton. Parcel (12-179-02-061)

**Access:** Fire Department access will not be an issue.

**Water Supply:** There is adequate water supply.

**Property Use:** Medium-Density Single-Family Residential (R-3)

**Setbacks:** Setback requirements will not be an issue.

Respectfully,

Donnie Blankenship  
Prevention Division Coordinator



March 18, 2024

Mrs. Annalee Sams  
Mayor, City of Dalton  
Post Office Box 1205  
Dalton, Georgia 30722-1205

**RE: Annexation Request for Jose Alejandro – 1236 Frazier Drive (.17 acres)**

Dear Mayor Sams:

As requested in your March 15, 2024, memorandum, Dalton Utilities has reviewed the annexation request of Jose Alejandro for 0.17 acres +/- located at 1236 Frazier Drive. This property is further described as parcel number 12-179-02-061 by the Whitfield County Tax Assessor's Office.

Dalton Utilities can provide water, wastewater, natural gas, telecommunications and electricity to this site from nearby existing utility infrastructure.

Please do not hesitate to contact me at (706) 529-1011 or [mbuckner@duutil.com](mailto:mbuckner@duutil.com) should any questions arise or if we may be of assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Buckner".

Mark Buckner, P.E.

**OptiLink**  
Dalton Utilities  
What is POSSIBLE.

1200 V.D. Parrott Jr. Parkway • P.O. Box 869 • Dalton, GA 30722 • 706.278.1313 • 706.278.7230 Fax • [www.dutil.com](http://www.dutil.com)





## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 7/15/2024

**Agenda Item:** **The request of John S. Suttles to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) a tract of land totaling 0.70 acres located on New Doris Street, Dalton, Georgia. Parcels )12-255-03-034, 12-255-03-047 and 12-255-03-057) (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 NO. 24-18**

To rezone property of John Suttles 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**, John Suttles has petitioned for rezoning of certain real property he 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 # 12-255-03-057, 12-255-03-034, and 12-255-03-047

Tax Parcel ID # 12-255-03-057:

Lots Nos. 139, 140, 141, and 142 of the Fifth Avenue Subdivision, as per plat made by R. E. Smith, Surveyor, as appears of record in the Office of the Clerk of Superior Court, in Plat Book No. 2, Page 50, Deed Records of Whitfield County, Georgia.

Tax Parcel ID # 12-255-03-034:

50 ft off the west end of Lots No 137 and 138 and running east to a point at the corner of Lots No. 138 and 139 of the Fifth Ave. Subdivision as per plat made by R. E. Smith Surveyor and recorded in Plat Book No. 2, Page 50 in the Clerk's Office of the Superior Court of Whitfield County Georgia.

Tax Parcel ID # 12-255-03-047:

Lots Nos. 133, 134, 135, 136, and a part of the East ends of Lots Nos. 137 and 138. That part of Lots No 137 and 138 being described as follows: Commencing at the Northwest corner of Lot No. 138 running in a western direction across Lot 138 and 137 in a straight line to the Northwest corner of Lot No. 136. Said Lots lying and being in Fifth Avenue Subdivision as shown by Plat made by R. E. Smith, Surveyor, which plat is recorded in Plat Book 2, Page 50 in Office of Clerk of Whitfield Superior Court. Said tract herein conveyed is all the lands which I now own in said Subdivision.

**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:** June 24, 2024

**SUBJECT: The request of John S. Suttles to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) a tract of land totaling 0.70 acres located on New Doris Street, Dalton, Georgia. Parcels )12-255-03-034, 12-255-03-047 and 12-255-03-057) (City)**

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on June 24, 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 John Suttles.

**Public Hearing Summary:**

Mr. Calhoun summarized the staff analysis which recommended the R-5 rezoning be approved. There were no further questions for Calhoun.

John Suttles agreed with the content of the staff analysis and made no additional comments.

With no other comments heard for or against, this hearing closed at approximately 7:39 pm.

**Recommendation:**

Chairman Lidderdale sought a motion on the requested R-5 rezoning. **David Pennington then made a motion to recommend approval of the R-5 rezoning. Eric Barr 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:** John Suttles is seeking to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) three tracts of land (parcels 12-255-03-057, 034, and 047) containing a total of 0.76 acres located along New Doris Street. The subject property currently contains two aging residential dwellings: The petitioner's request was made to redevelop the subject property with up to four new single-family dwellings.

The surrounding uses and zoning are as follows: The subject property is adjacent to the M-2 zone district along its north, east, south, and west boundaries with a small portion of the northwest corner of the subject property adjacent to the C-2 zone district.

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 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 surrounding most of the subject property. This area is host to a number of varying developments from single-family detached, multi-family residential, and industrial with the subject property appearing to be within a small "pocket neighborhood" along New Doris Street.

**(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 based on the existing zoning and development of this area. Other properties along New Doris Street have been rezoned from M-2 to R-5 in recent years.

**(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. The subject property's limited size makes it a poor candidate for manufacturing and industrial development. The existing amount of residential development in this area along New Doris Street suggests that the residential rezoning and redevelopment of the subject property is well within reason.

**(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 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, so there would be no expectation for a burden in regard to public infrastructure if this rezoning is approved. The limited size of the subject property does not create concern regarding vehicle trip generation or other transportation-related issues.

**(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 and C-2 zone districts, but the majority of adjacent properties are developed for single-family detached use rather than manufacturing. There are islands of R-5 zoning in this area that have been approved for similar circumstances. Rezoning the residential properties in this area will help to incentivize residential reinvestment and revitalization of the aging neighborhood.

**(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 the development of the subject property that would align with the intent of the Town Neighborhood Revitalization character area based on the established development pattern and zoning of this area.



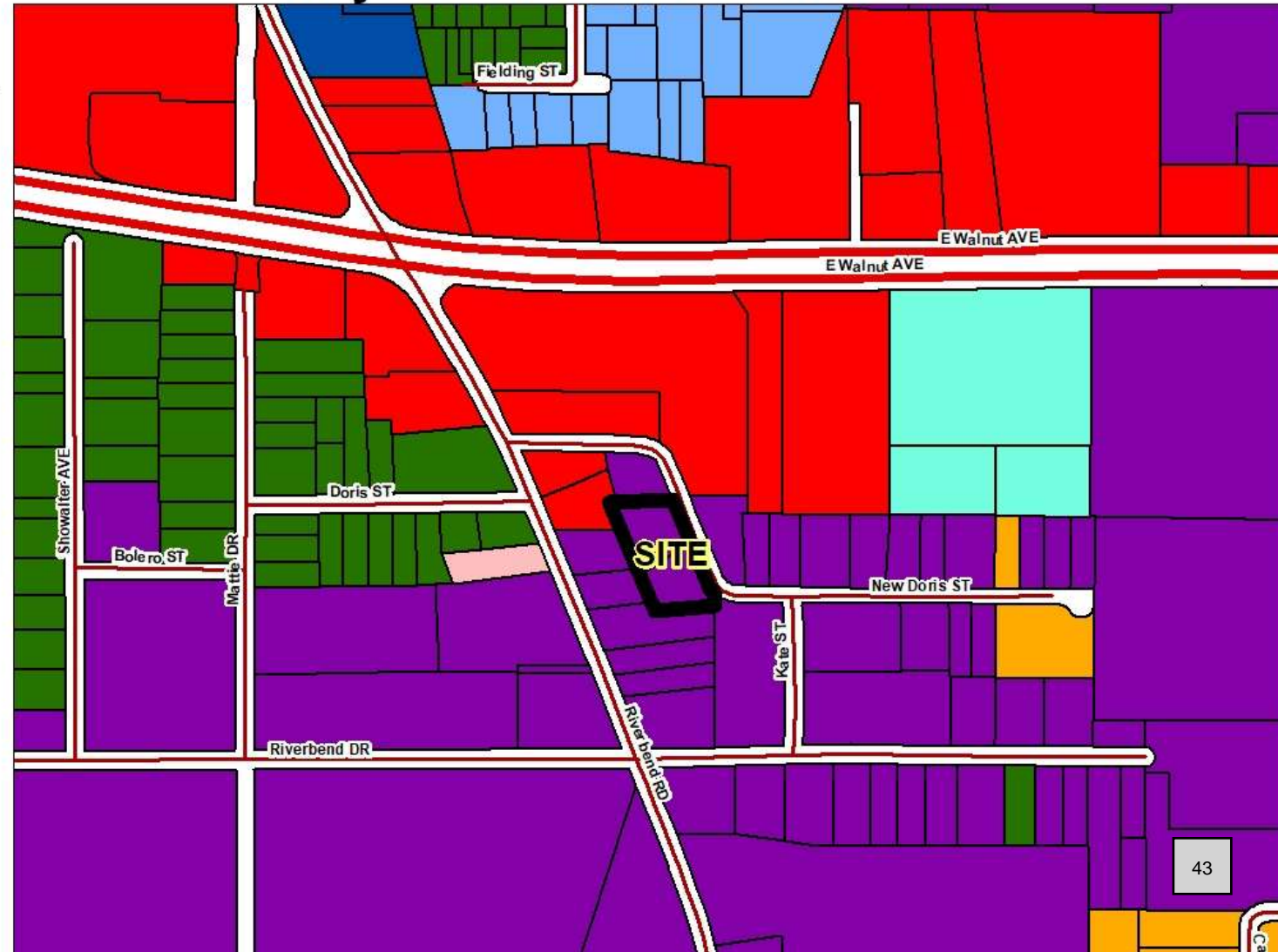
# Suttles Rezoning Request M-2, Heavy Manufacturing to R-5, Rural Residential City of Dalton Jurisdiction



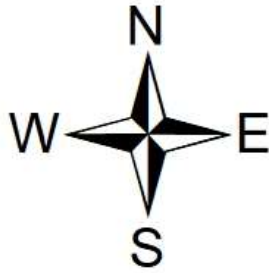
## ZONING

-  Medium Density Single Family Residential (R-3)
-  Rural Residential (R-5)
-  Transitional Residential (R-6)
-  High Density Residential (R-7)
-  Mixed Use (MU)
-  Neighborhood Commercial (C-1)
-  General Commercial (C-2)
-  Heavy Manufacturing (M-2)

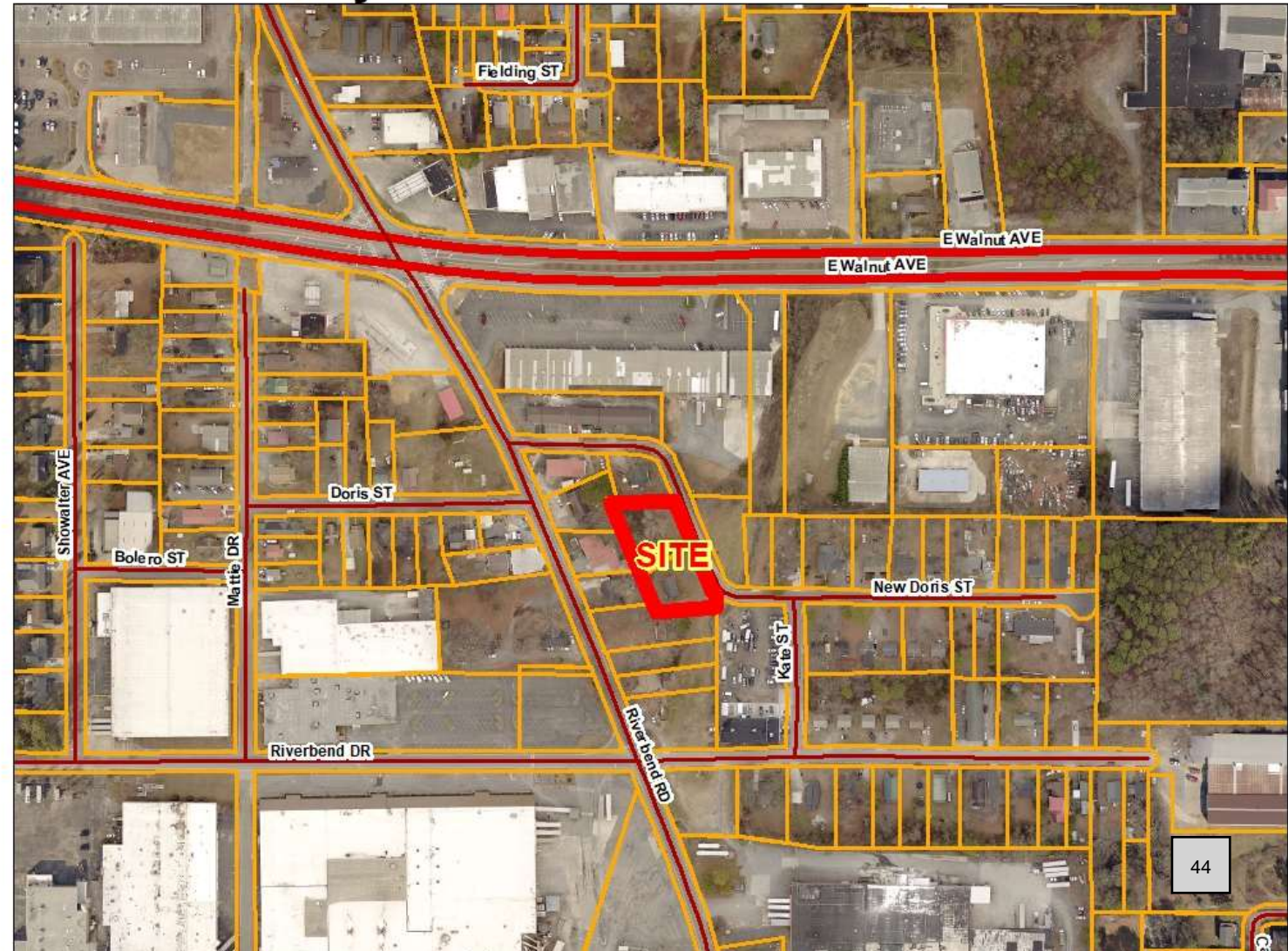
**FEET**  
**300**



# Suttles Rezoning Request M-2, Heavy Manufacturing to R-5, Rural Residential City of Dalton Jurisdiction



**FEET**  
**300**





**Suttles Rezoning Request  
M-2, Heavy Manufacturing  
to  
R-5, Rural Residential  
City of Dalton Jurisdiction**



**FEET  
100**



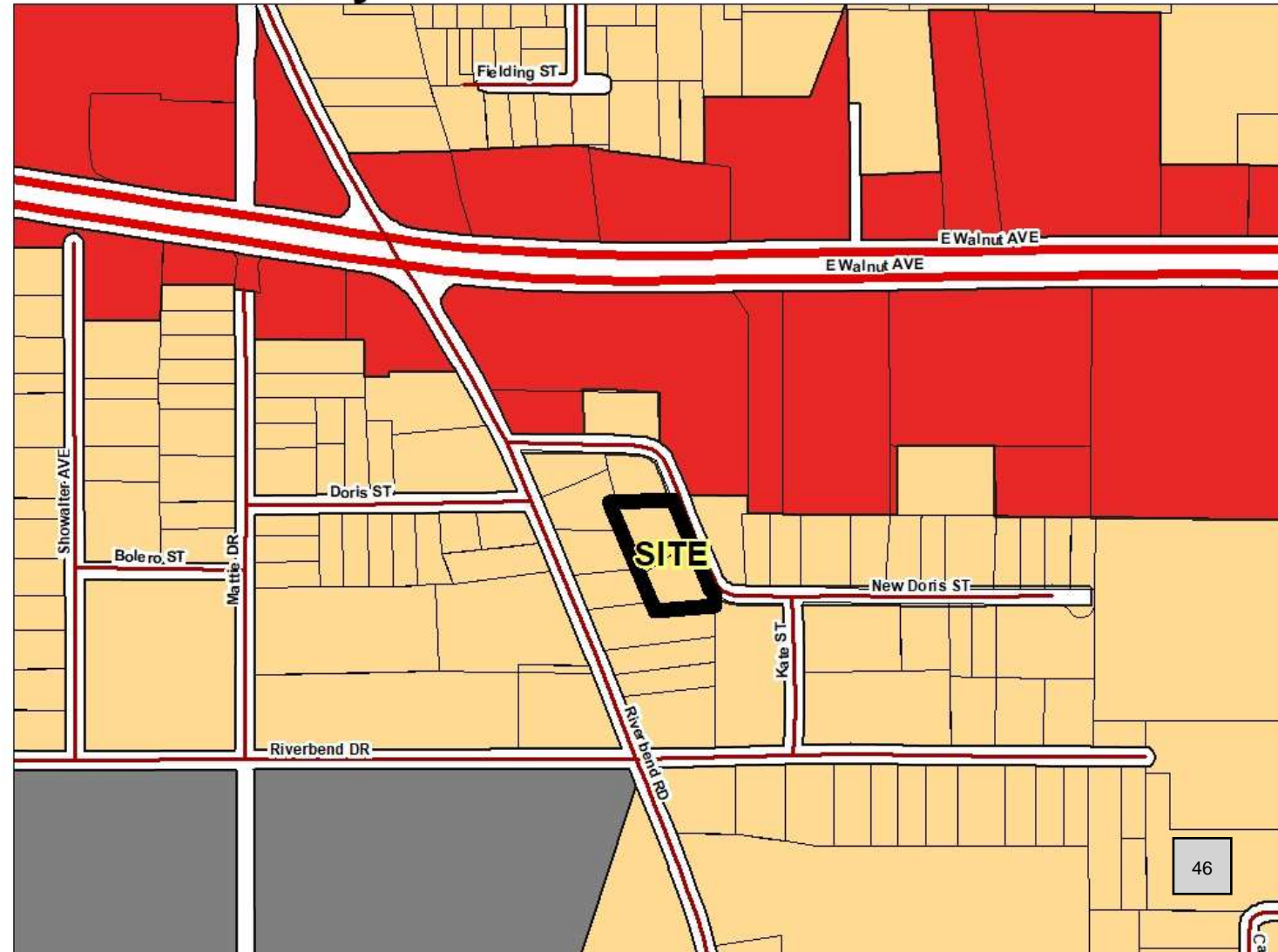
# Suttles Rezoning Request M-2, Heavy Manufacturing to R-5, Rural Residential City of Dalton Jurisdiction



## FUTURE DEVELOPMENT MAP

-  Commercial Corridor
-  Industrial
-  Town Neighborhood Revitalization

**FEET**  
**300**





## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 7/15/2024

**Agenda Item:** **The request of Todd Phillips to rezone from Medium Density Residential (R-3) to High Density Residential (R-7) a tract of land totaling 1.29 acres located on Main Street, Dalton, Georgia. Parcels (12-183-08-013, 12-183-08-002, 12-183-08-010, and 12-183-08-011) (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 NO. 24-19**

To rezone property of MP Properties, LLC from a Medium-Density Single-Family Residential (R-3) Classification to a high-Density Residential (R-7) Classification; to provide for an effective date; to provide for the repeal of conflicting ordinances; to provide for severability; and for other purposes.

**WHEREAS**, MP Properties, LLC by and through its authorized agent, Todd Phillips, has petitioned for rezoning of certain real property it owns from R-3 classification to R-7 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-3 classification to R-7 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 # 12-183-08-002, 12-183-08-010, 12-183-08-011, and 12-183-08-013



**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:** June 24, 2024

**SUBJECT:** The request of Todd Phillips to rezone from Medium Density Residential (R-3) to High Density Residential (R-7) a tract of land totaling 1.29 acres located on Main Street, Dalton, Georgia. Parcels (12-183-08-013, 12-183-08-002, 12-183-08-010, and 12-183-08-011) (City)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on June 24, 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 Todd Phillips.

**Public Hearing Summary:**

Mr. Calhoun summarized the staff analysis which recommended the R-7 rezoning be approved. There were no further questions for Calhoun.

Todd Phillips stated that he originally purchased the property and developed it, but Phillips stated he wishes to have the R-7 rezoning in order to develop rental duplexes on the subject property without creating a new roadway to access the subject property. Phillips stated that the subject property would be managed by a single owner. With no other comments heard for or against, this hearing closed at approximately 7:35 pm.

**Recommendation:**

Chairman Lidderdale sought a motion on the requested R-7 rezoning. **Octavio Perez then made a motion to recommend approval of the R-7 rezoning. Eric Barr then seconded the motion and a unanimous recommendation to approve the R-7 rezoning followed, 4-0.**

**STAFF ANALYSIS**  
**REZONING REQUEST**  
*Unified Zoning Ordinance*

**ZONING CASE:** Todd Phillips is seeking to rezone from Medium-Density Single-Family Residential (R-3) to High-Density Residential (R-7) four tracts of land (parcels 12-183-08-013, 002, 010, and 011) containing a total of 1.29 acres located along Main Street. The subject property is currently undeveloped: The petitioner's request to rezone was made in order to redesign the subject property's lots to create a more conventional lot design.

The surrounding uses and zoning are as follows: The R-3 zone district is adjacent to the north and east boundary of the subject property. The R-7 zone district is adjacent to the east and south of the subject property. The C-1 zone district is adjacent along the west boundary of the subject property. Zoning and land use in this area are largely conforming.

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 lies at the convergence of three different zone districts ranging from R-3, R-7, and C-1. This area is near the Hamilton Medical Center and is home to a mix of residential, commercial, and medical developments. A growing demand for workforce housing has created an increase in infill development throughout this area due to the proximity to several large employers. There are a number of existing single and multi-family developments in the vicinity of the subject property. The proposed R-7 rezoning and development would not at all conflict with the existing zoning or development.

**(B) Whether the proposed amendment would adversely affect the economic value or the uses of adjacent and nearby properties.**

The proposed R-7 rezoning and development would reflect the zoning and development pattern of this area. There is no expectation that the R-7 rezoning would harm the adjacent or nearby property values.

**(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 could contain at least one single-family detached dwelling. However, the majority of developed residential properties in this area have a smaller lot size. The proposed rezoning and development would allow for a comparable unit/acre density to that of the established R-3 neighborhood.

**(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-7) amendment, if adopted or approved, would result in a use which would or could cause 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 limited size of the subject property does not raise concerns regarding excessive use of public utilities or infrastructure. The proposed development would be comparable to the established unit/acre density of the adjacent R-3 neighborhood.

**(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 Suburban and Medical District character areas. The Suburban character area is intended to protect the integrity of the existing single-family neighborhoods. The Medical District character area is intended to encourage medical related development as well as workforce housing for medical related staff. Given the adjacent zoning and development, along with the proposed site plan, the proposed R-7 rezoning and development would be in alignment with the intent of the Comprehensive Plan and Future Development Map.

**(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 R-7 rezoning would simply enlarge the existing R-7 zone district and shrink the R-3 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 R-7 rezoning of the subject property based on the following factors:

1. The requested R-7 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 established zoning and development pattern of this area.
3. The requested R-7 zone district would allow for the development of four single-family detached dwellings on the subject property. The units/acre of the subject property would be comparable to the majority of adjacent properties in the R-3 zone district. The R-7 zone district is a good fit for the subject property based on the Suburban and Medical District character areas in the Comprehensive Plan.

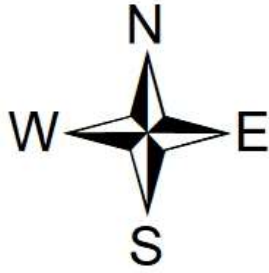
# Phillips Rezoning Request

## R-3, Medium Density Residential

to

## R-7, High Density Residential

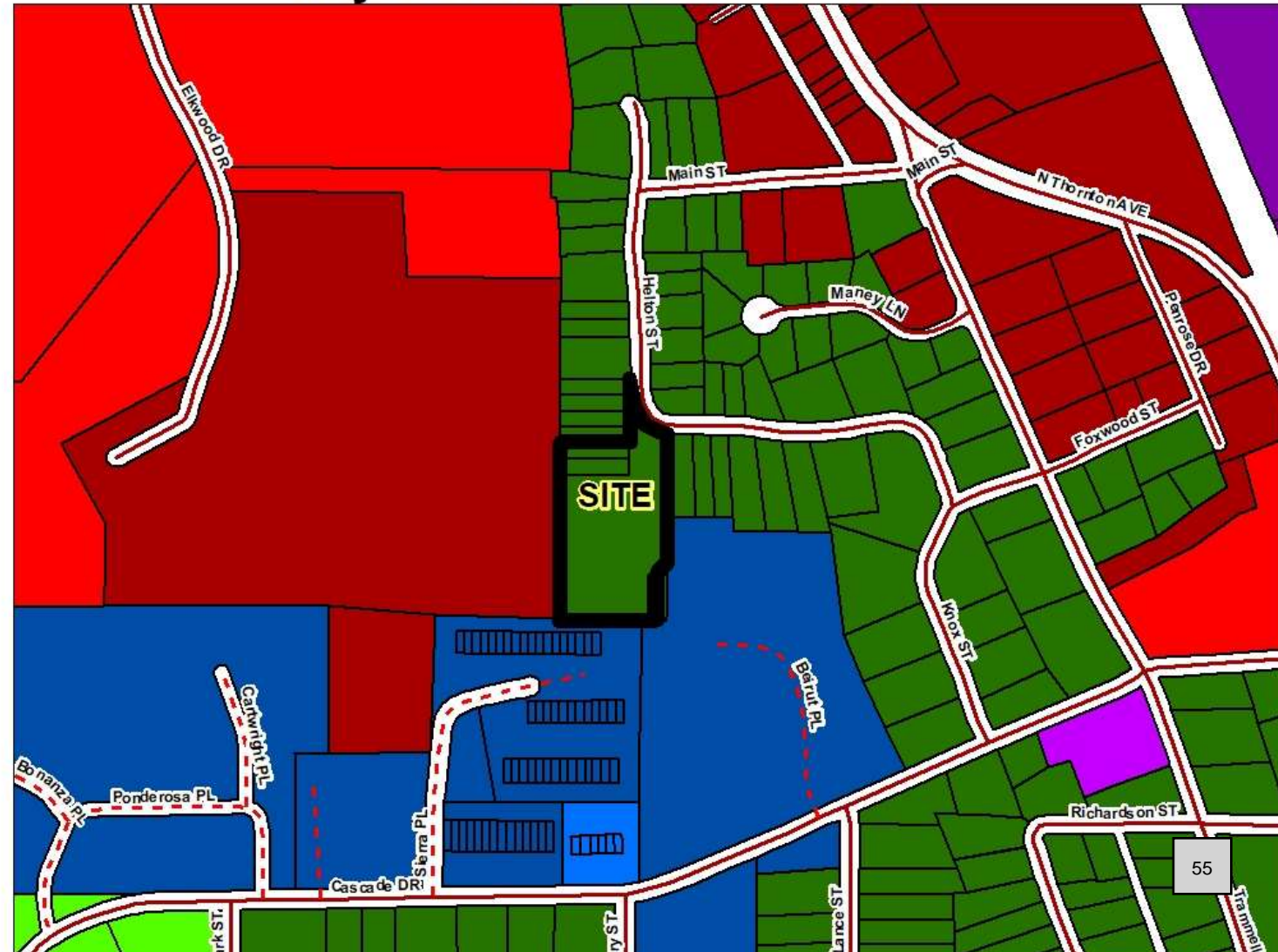
### City of Dalton Jurisdiction



#### ZONING

-  Low Density Single Family Residential (R-2)
-  Medium Density Single Family Residential (R-3)
-  Transitional Residential (R-6)
-  High Density Residential (R-7)
-  Neighborhood Commercial (C-1)
-  General Commercial (C-2)
-  Light Manufacturing (M-1)
-  Heavy Manufacturing (M-2)

**FEET**  
**300**

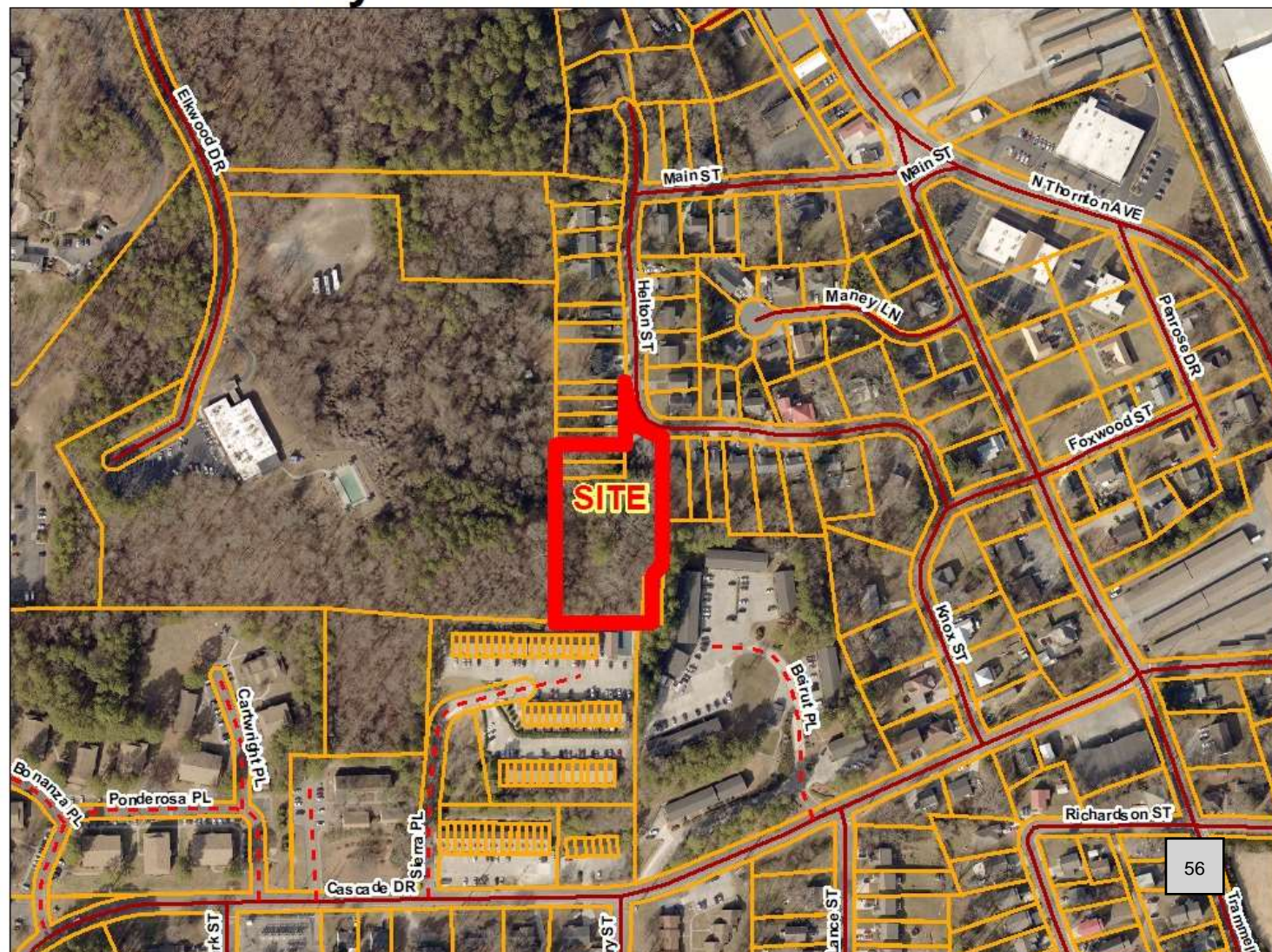




**Phillips Rezoning Request**  
**R-3, Medium Density Residential**  
**to**  
**R-7, High Density Residential**  
**City of Dalton Jurisdiction**



**FEET**  
**300**

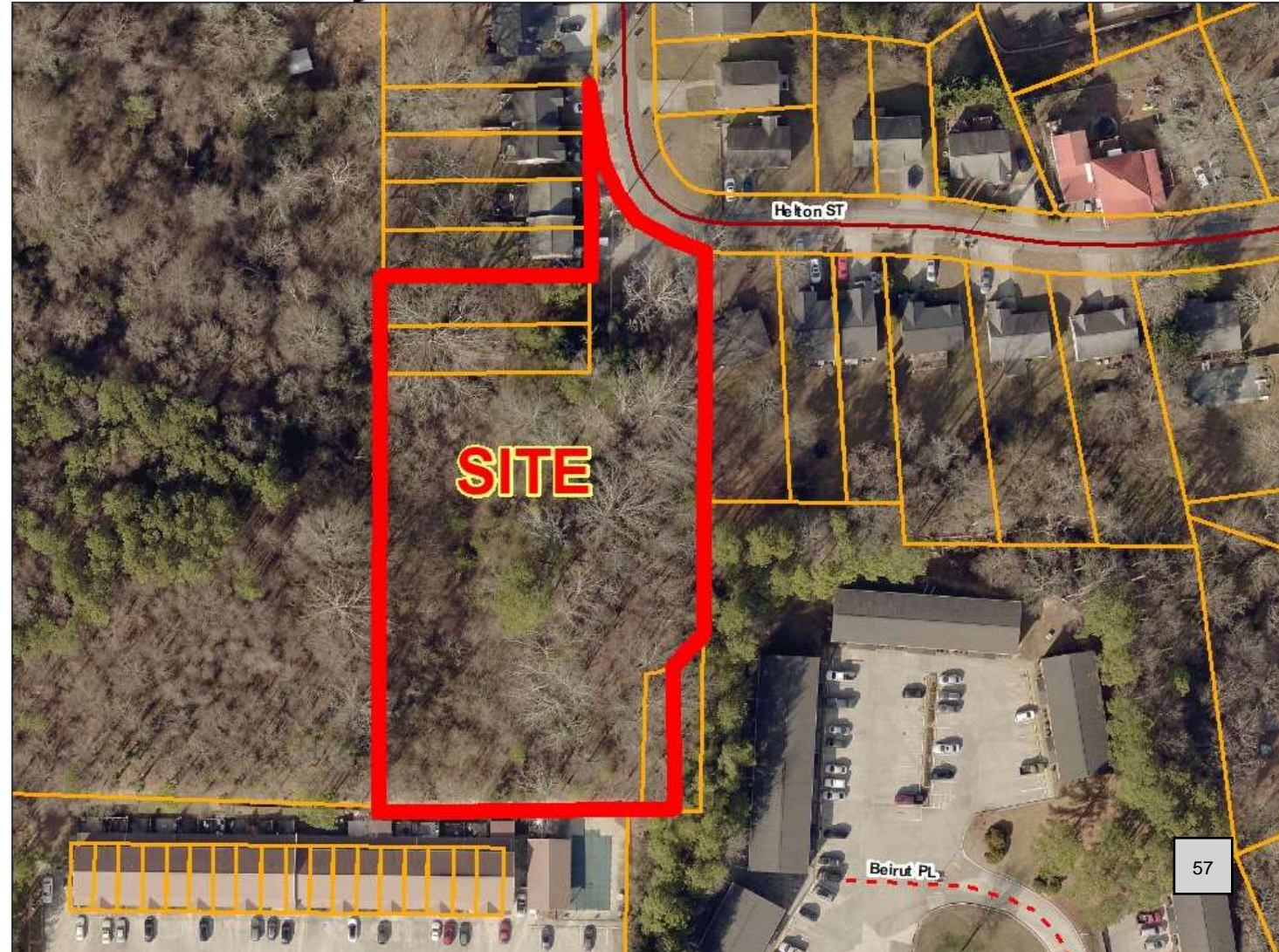




**Phillips Rezoning Request  
R-3, Medium Density Residential  
to  
R-7, High Density Residential  
City of Dalton Jurisdiction**

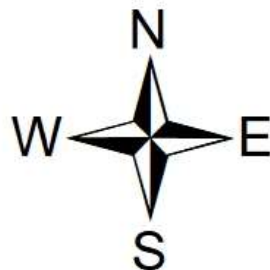


**FEET  
100**





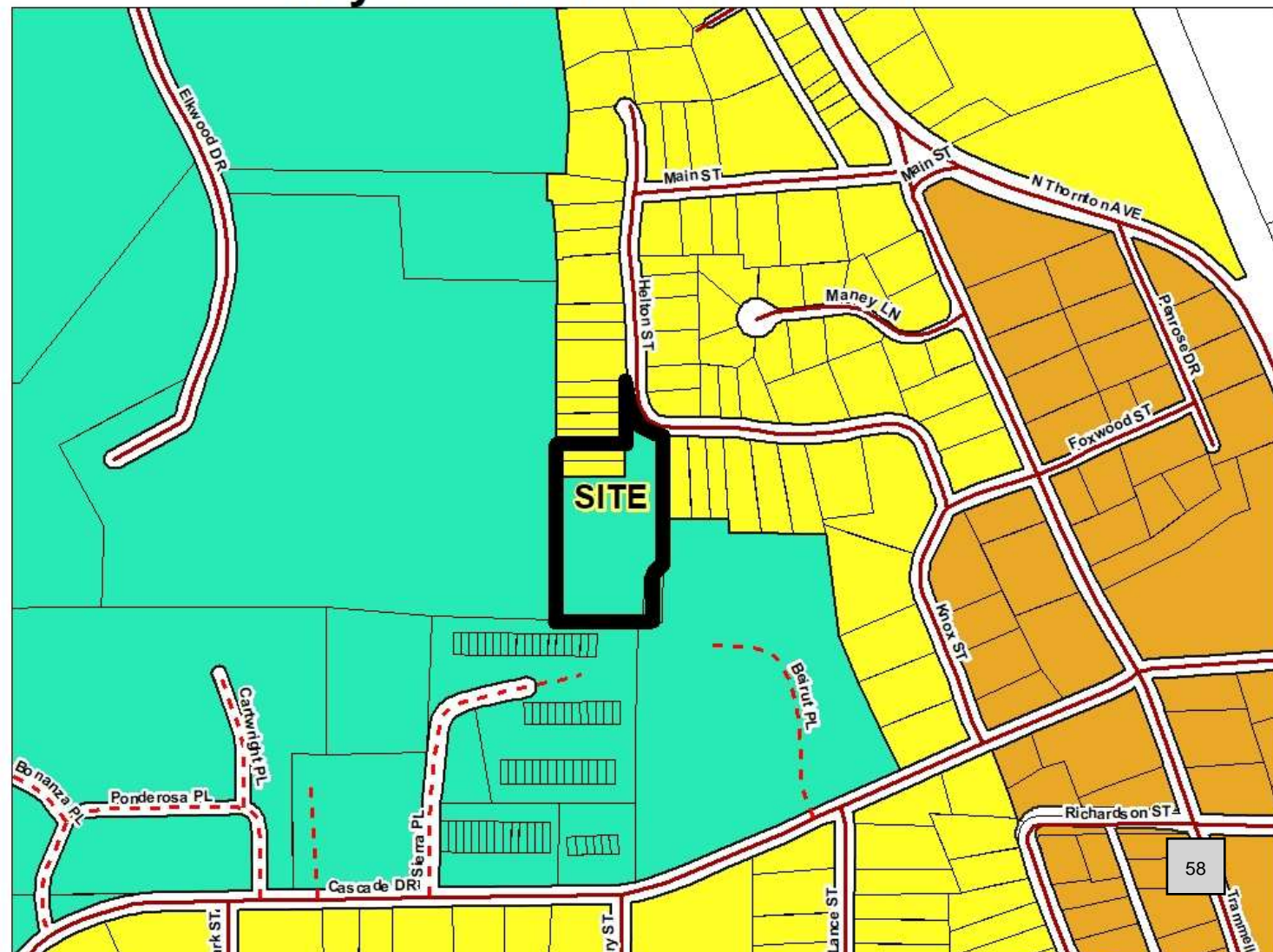
**Phillips Rezoning Request**  
**R-3, Medium Density Residential**  
**to**  
**R-7, High Density Residential**  
**City of Dalton Jurisdiction**



**FUTURE DEVELOPMENT MAP**

-  Medical District
-  Suburban Neighborhood
-  Town Neighborhood

**FEET**  
**300**





TODD PHILLIPS  
2301 OUG GAP RD.  
DALTON, GA 30720  
(706) 280-1077

THE SHAPES, LOGO, NAME AND DESIGN IS THE PROPERTY OF THE  
 DESIGNER AND MAY NOT BE REPRODUCED, REPRODUCED, DISSEMINATED  
 EITHER IN WHOLE OR IN PART, EITHER BY ANY MEANS WITHOUT THE  
 WRITTEN PERMISSION OF THE DESIGNER. ANY VIOLATION OF THIS  
 POLICY WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

© 2007 Wolters Kluwer Health | Lippincott Williams &amp; Wilkins

PRELIMINARY PLAT FOR

### M.P. PROPERTIES

PART OF LOT 485 AND ALL OF LOTS 489 AND 490, CROWN COTTON MILLS, GROUP 6  
AND OTHER PROPERTY, LAND LOT 183, 12TH DISTRICT, 3RD SECTION  
WHITFIELD COUNTY, GEORGIA

THE TOP OF MARYLENE  
DATION IS FROM PLAT FOR  
M.P. PROPERTIES, BY JOE  
EVANS DATED BY SAUNDERS ON  
AND STATED BY MARCH 20

CONTRACTOR TO BLOW IN  
EXISTING ASPHALT PAVEMENT

#### GENERAL INFORMATION

CURRENT PROPERTY ZONING: R-3  
TAX PARCEL NO: 12-183-08-002  
NUMBER OF LOTS: 5  
TOTAL AREA IN SITE: 1.25 AC +/-  
WATER SERVICE: PUBLIC (DALTON UTILITIES)  
SEWAGE DISPOSAL: PUBLIC (DALTON UTILITIES)  
BUILDING SETBACK LINES:  
25' FRONT, 8' SIDES & 20' REAR

4 single family units proposed  
1200 sq feet each unit  
2 parking spaces per unit

PARCEL E SHALL BE  
COMBINED WITH PARCEL F  
PARCEL G SHALL BE  
COMBINED WITH ADJACENT OWNER

NOT IN A 100 YEAR FLOOD PLAIN

COMMUNITY PANEL NO. \_\_\_\_\_ LETTER-0402 C  
I HEREBY CERTIFY THAT I HAVE SURVEYED  
THE PROPERTY SHOWN HEREON AND THAT THE  
PROPERTY IS LOCATED IN FLOOD ZONE \_\_\_\_\_  
AS SHOWN BY MAPS PREPARED FOR NATIONAL  
FLOOD INSURANCE PROGRAM BY FEDERAL  
EMERGENCY MANAGEMENT AGENCY

THE FIELD DATA UPON WHICH THIS PLAN IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 10000+ FEET AN ANGULAR ERROR OF 1.1 PER ANGULAR POINT AND

THIS PLANT HAS BEEN CALLED FOR  
CLOSURE AND IS FOUND TO BE VIOLATING  
SEVERAL ORD. CODE IS 102.312-102.314

FIELD WORK WAS DONE BY LINDA A.  
EJIM TRANST AND A \_\_\_\_\_



GA. REG. LAND SURVEYOR, NO. 2168  
JOSEPH R. EVANS & ASSOCIATES  
LAND SURVEYORS  
1816 DUG GAP ROAD, DALTON, GA. 30720  
(706) 225-7002 FAX (706) 375-4406

DRAWN BY J.E.B. CHECK BY \_\_\_\_\_  
DATE 14 APR 67 SCALE 1"=50'  
REVISION \_\_\_\_\_



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 7/15/2024

**Agenda Item:** **The request of Erick Rojo Aguilar to rezone from Heavy Manufacturing (M-2) to High-Density Residential (R-7) a tract of land totaling 0.21 acres located at 204 E. Matilda Street, Dalton, Georgia. Parcel (12-200-05-008) (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 NO. 24-20**

To rezone property of Erik J. Rojo Aguilar from a Heavy Manufacturing (M-2) Classification to a High-Density Residential (R-7) Classification; to provide for an effective date; to provide for the repeal of conflicting ordinances; to provide for severability; and for other purposes.

**WHEREAS**, Erik J. Rojo Aguilar has petitioned for rezoning of certain real property he owns from M-2 classification to R-7 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-7 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 # 12-200-05-008

Tract No. 1:

All that tract or parcel of land lying and being in Land Lot No. 200 in the 12th District and 3rd Section of Whitfield County, Georgia and being part of Lot No. 7 of the Matilda Street Property Subdivision according to a plat of survey of said subdivision recorded in Plat Book 4 Page 99 (Plat Cabinet A Slide 141), Whitfield County, Georgia Land Records, and being more particularly described as follows:

BEGINNING at a point on the west right of way line of Southern Railway Company, said point being located 69 feet south of the intersection of said right of way line and with south right of way line of Matilda Street; thence south, along the west right of way line of Southern Railway Company, 108 feet to the south corner of said Tract No. 7; thence west, along the south line of Tract No. 7, to the southwest corner of Tract No. 7; thence northwardly, along the west line of said Tract No. 7, 108 feet, more or less, to a point which is 69 feet south of the south right of way line of Matilda Street; thence east 56 feet, more or less, to THE POINT OF BEGINNING.

TOGETHER WITH an easement 10 feet in width for purposes of ingress and egress, said easement extending along the west line of said Tract No. 7 to the south right of way line of Matilda Street.

Tract No. 2:

All that tract or parcel of land lying and being in Land Lot No. 200 in the 12th District and 3rd Section of Whitfield County, Georgia and being part of Lot No. 7 of the Matilda Street Property Subdivision according to a plat of survey of said subdivision recorded in Plat Book 4 Page 99 (Plat Cabinet A Slide 141), Whitfield County, Georgia Land Records, and being more particularly described as follows:

BEGINNING at the northeast corner of said Tract No. 7 at the intersection of the south side of Matilda Street with the west right of way line of Southern Railway Company; thence south, along the west right of way line of Southern Railway Company, 69 feet; thence west 56 feet, more or less, to the west line of said Tract No. 7; thence north, along the west line of said Tract No. 7, 69 feet to the south side of Matilda Street; thence east, along the south side of Matilda Street, 90 feet to THE POINT OF BEGINNING.

For prior title, see Deed Book 2707 Page 175, Whitfield County, Georgia Land Records.

**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:** June 24, 2024

**SUBJECT: The request of Erick Rojo Aguilar to rezone from Heavy Manufacturing (M-2) to High Density Residential (R-7) a tract of land totaling 0.21 acres located at 204 E. Matilda Street, Dalton, Georgia. Parcel (12-200-05-008) (City)**

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on June 24, 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 Erick Aguilar.

**Public Hearing Summary:**

Mr. Calhoun summarized the staff analysis which recommended an R-6 rezoning be approved. Jean Garland noted that R-7 would be necessary, and Calhoun stated that staff would have no objection to R-7 in light of the circumstances. There were no further questions for Calhoun.

Erick Aguilar stated that the purpose of the rezoning was to invest in the subject property for rental residential use.

With no other comments heard for or against, this hearing closed at approximately 7:25 pm.

**Recommendation:**

Chairman Lidderdale sought a motion on the requested R-7 rezoning. **Octavio Perez then made a motion to recommend approval of the R-7 rezoning. David Pennington then seconded the motion and a unanimous recommendation to approve the R-7 rezoning followed, 4-0.**

**STAFF ANALYSIS**  
**REZONING REQUEST**  
*Unified Zoning Ordinance*

**ZONING CASE:** Erik Rojo is seeking to rezone from Heavy Manufacturing (M-2) to High-Density Residential (R-7) a tract of land (parcel 12-200-05-008) containing a total of 0.15 acres located at 204 E. Matilda Street. The subject property is developed with one blighted single-family detached dwelling: The petitioner's request was made to redevelop the subject property for residential use consisting of a duplex dwelling.

The surrounding uses and zoning are as follows: To the north there is one R-3 zoned property that contains a single-family detached dwelling and a C-2 zoned property that contains a commercial building. To the east across the RR are two tracts of land that are zoned and developed for heavy manufacturing. To the south is a tract of land zoned and developed for heavy manufacturing use. To the west is a tract of land zoned R-3 that contains a single-family detached dwelling.

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 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 of the subject property. This area is host to a number of varying developments from single-family detached and industrial with the subject property appearing to be on the periphery of 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 based on the existing zoning and development of 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 M-2 zone district of the UZO is intended solely for high-intensity industrial and manufacturing developments. The subject property's limited size makes it a poor candidate for manufacturing and industrial development. The existing amount of residential development in this area suggest that residential redevelopment of the subject property is within reason.

**(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-7) amendment, if adopted or approved, would result in a use which would or could cause 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, so there would be no expectation for a burden in regard to public infrastructure if this rezoning is approved. The limited size of the subject property does not create concern regarding vehicle trip generation at this location.

**(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-7 zoning entirely surrounded by the R-3 and M-2 zone districts, but there is an adjacent pocket neighborhood zoned R-3 indicating there is an established residential character of this area. Rezoning the residential properties in this area will help to incentivize residential reinvestment and revitalization of the aging neighborhood.

**(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

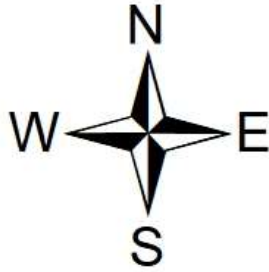
## **CONCLUSION:**

The staff can provide a recommendation to approve an R-5 rezoning of the subject property based on the following factors:



1. An 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 zoning and 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, but the R-5 zone district would be more reflective of other properties in this area while permitting the desired redevelopment of the subject property.
3. The R-7 or R-5 zone districts would allow for the development 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, but the R-5 zone district would be a better fit based on the zoning and development of the adjacent neighborhood while allowing the proposed duplex dwelling.

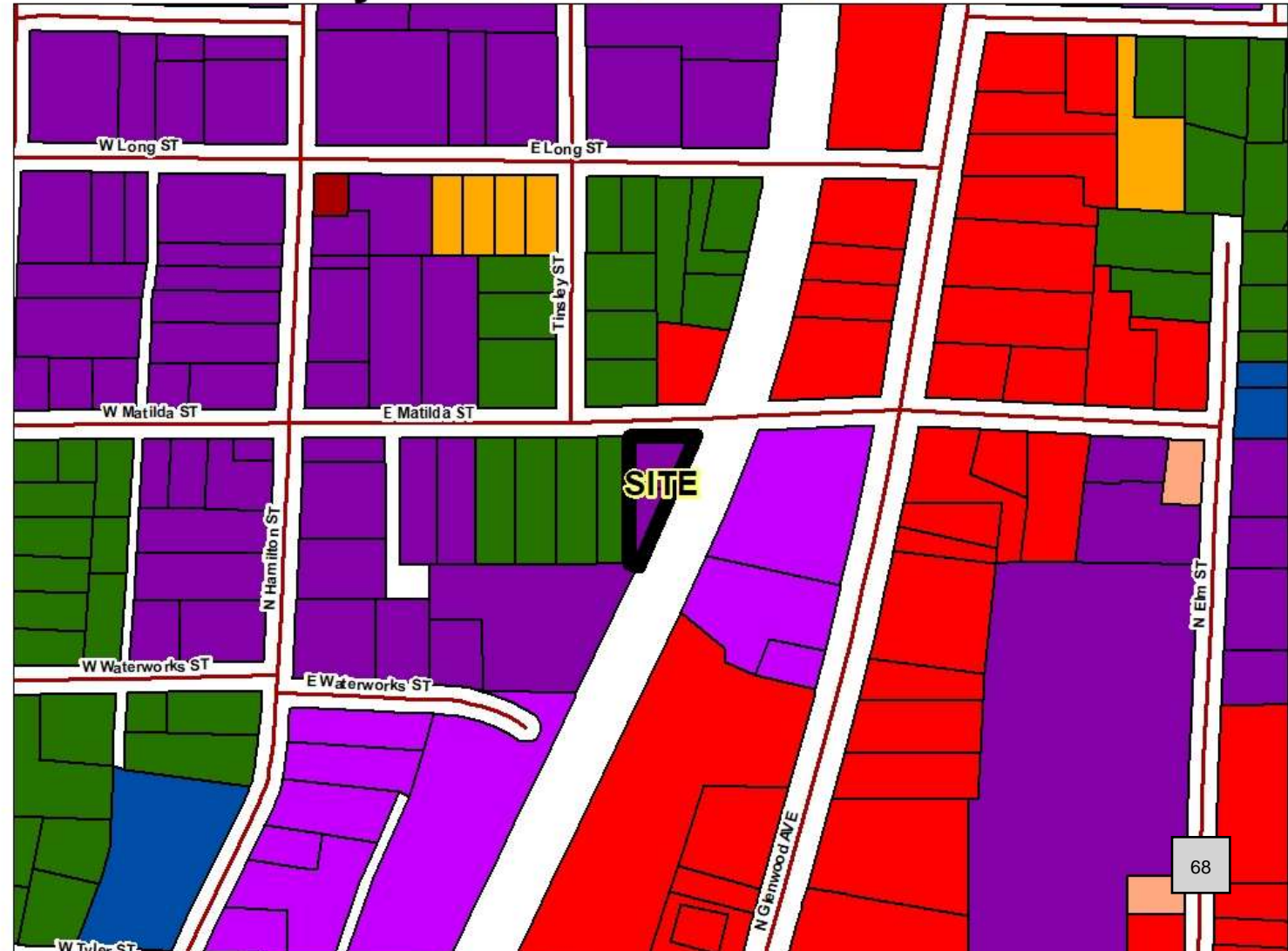
# Rojo Rezoning Request M-2, Heavy Manufacturing to R-7, High Density Residential City of Dalton Jurisdiction



## ZONING

- Medium Density Single Family Residential (R-3)
- Rural Residential (R-5)
- High Density Residential (R-7)
- Limited Commercial (C-1A) Cond
- Limited Commercial (C-1A)
- Neighborhood Commercial (C-1)
- General Commercial (C-2)
- Light Manufacturing (M-1)
- Heavy Manufacturing (M-2)

**FEET**  
**200**

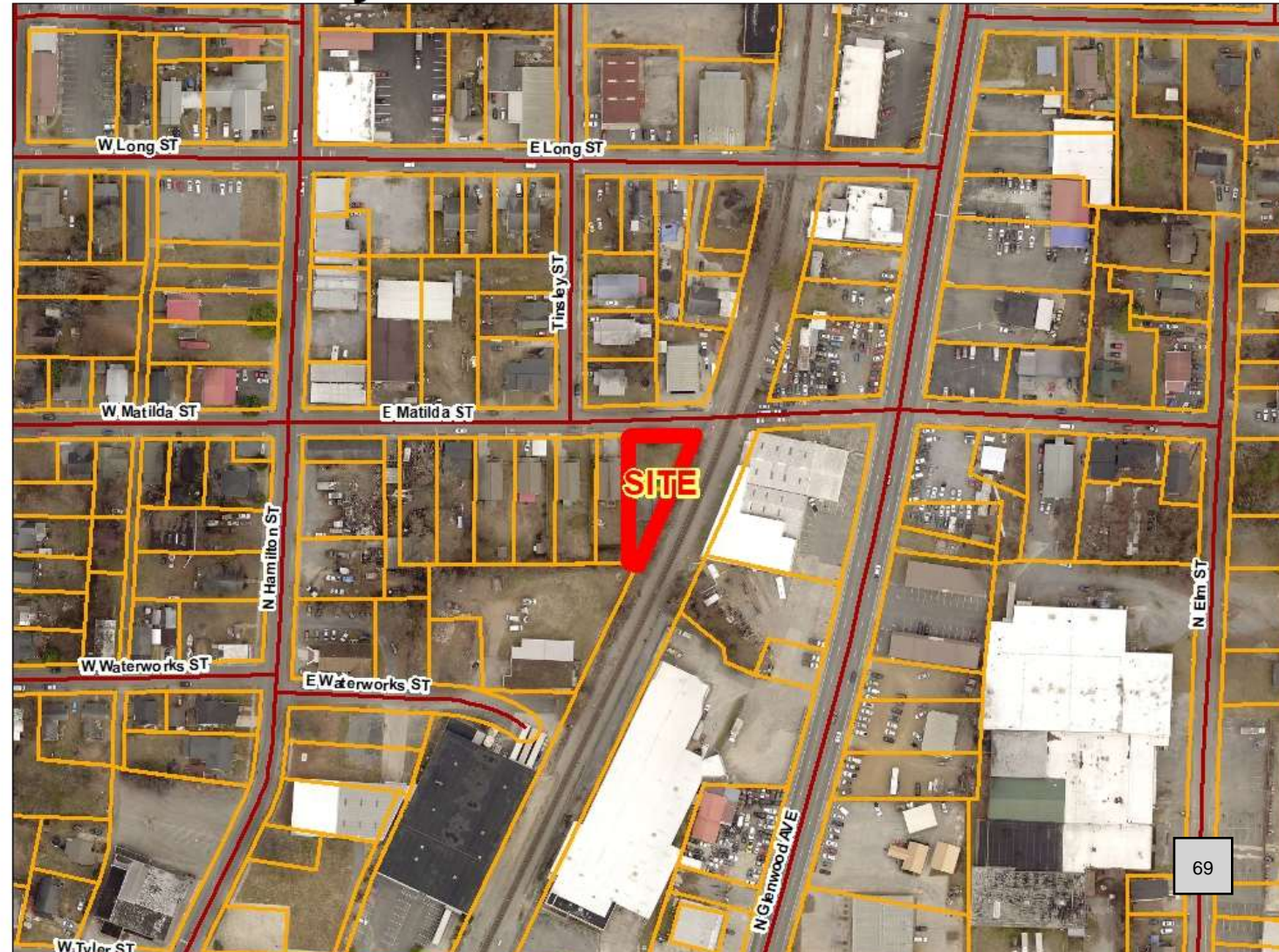






**Rojo Rezoning Request  
M-2, Heavy Manufacturing  
to  
R-7, High Density Residential  
City of Dalton Jurisdiction**

**FEET  
200**

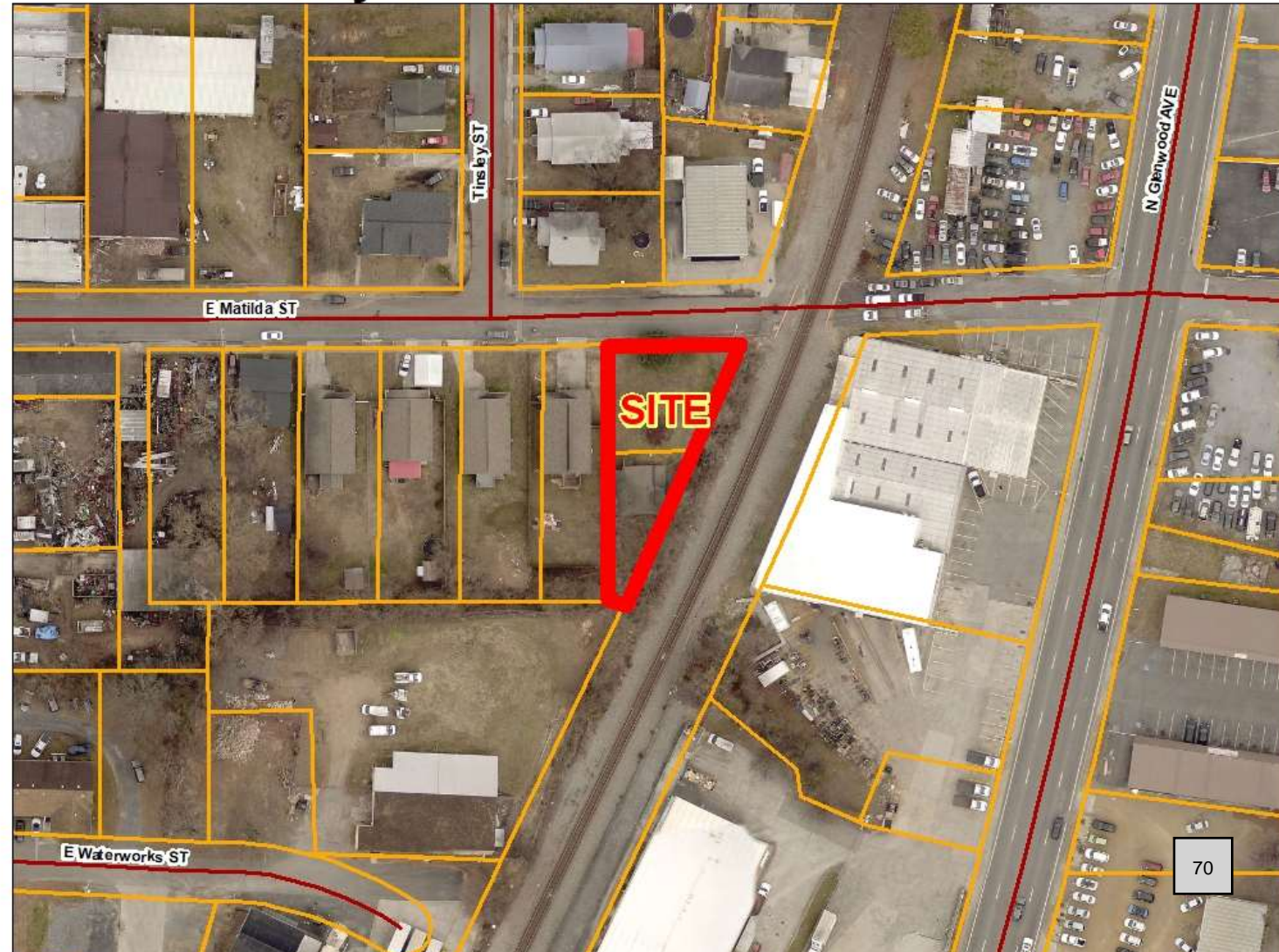




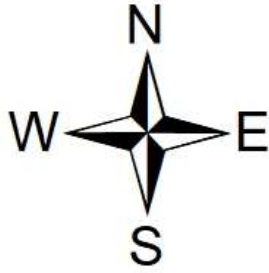


**Rojo Rezoning Request  
M-2, Heavy Manufacturing  
to  
R-7, High Density Residential  
City of Dalton Jurisdiction**

**FEET  
100**



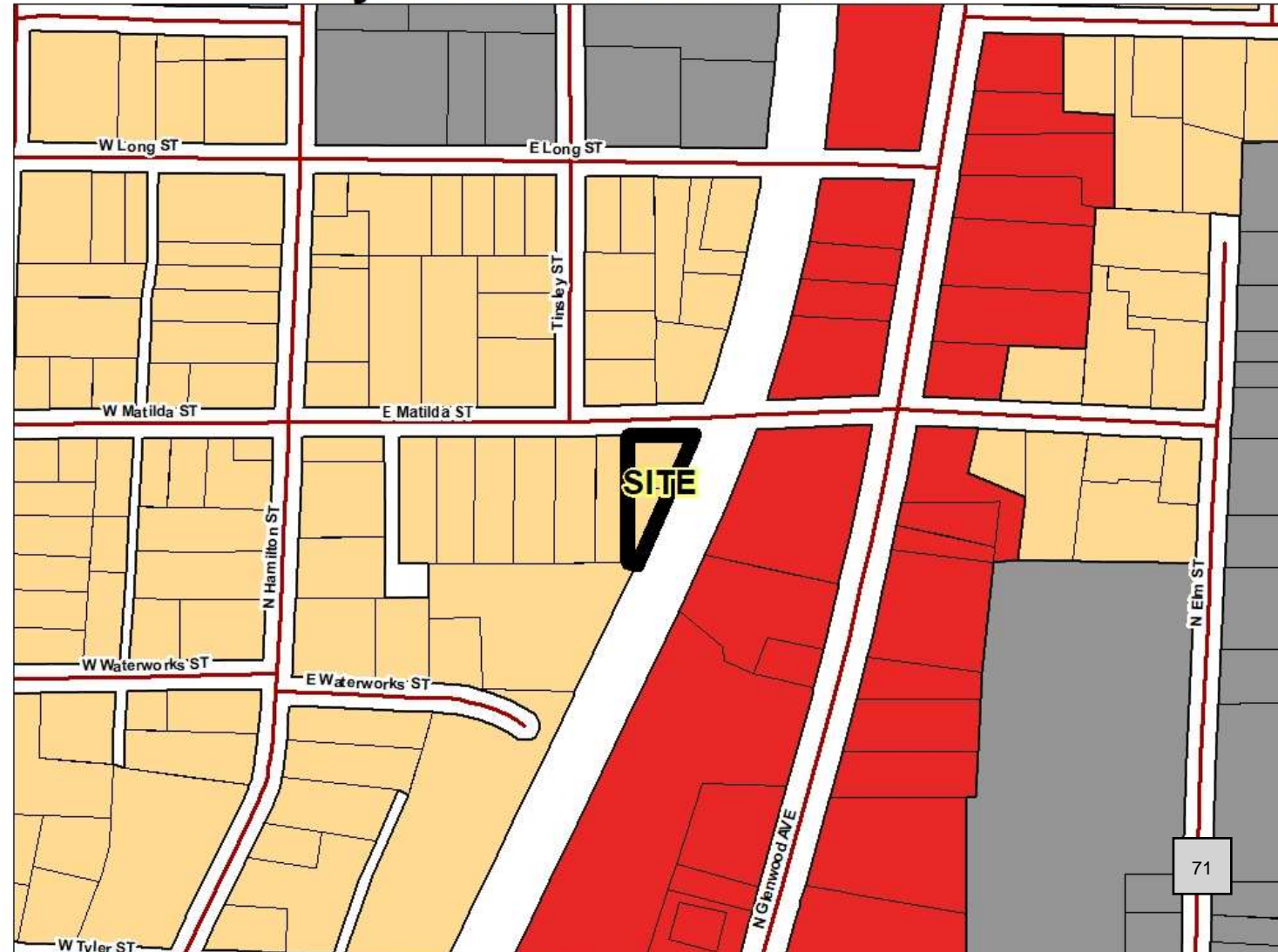
# Rojo Rezoning Request M-2, Heavy Manufacturing to R-7, High Density Residential City of Dalton Jurisdiction



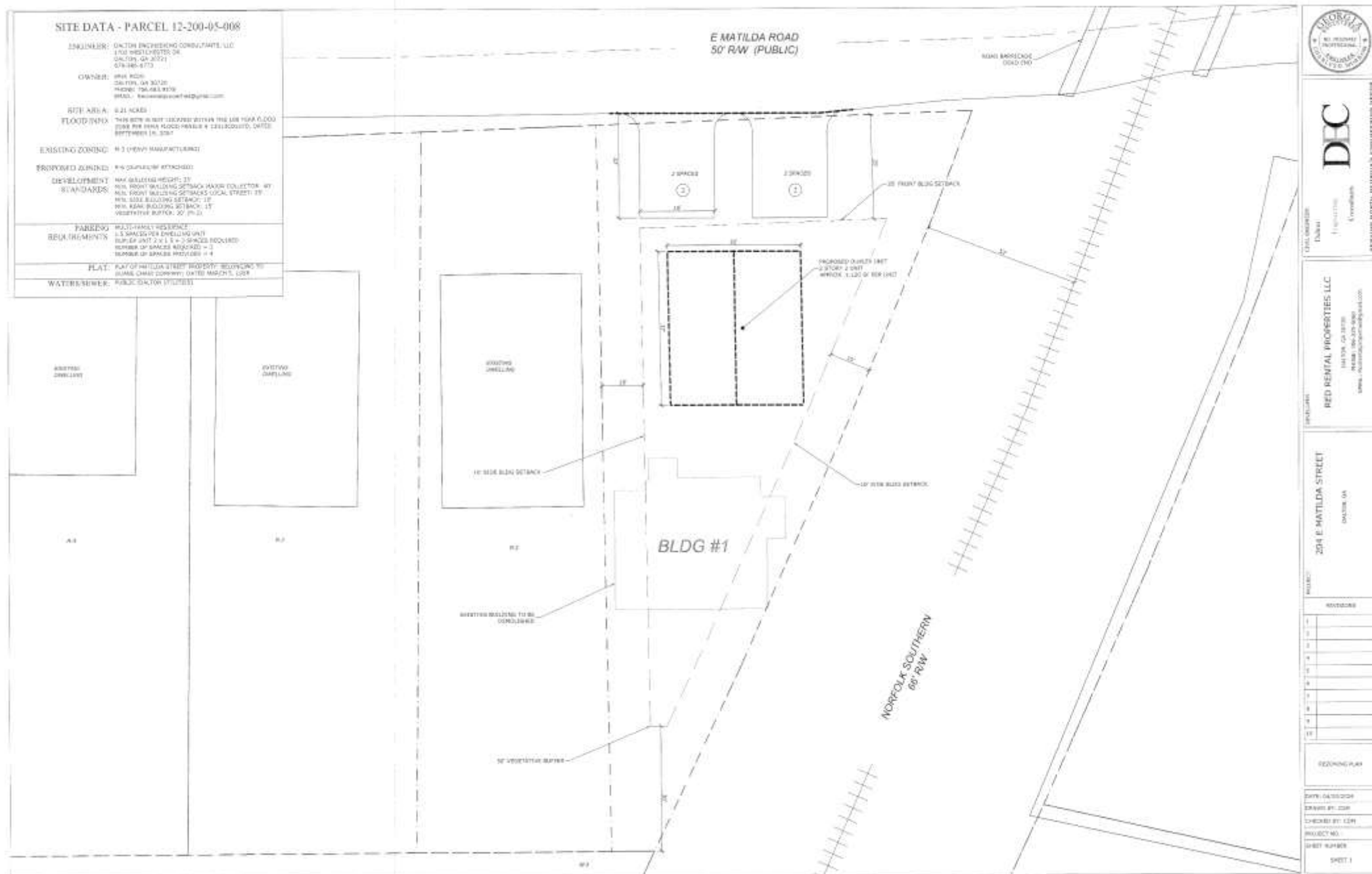
## FUTURE DEVELOPMENT MAP

-  Commercial Corridor
-  Industrial
-  Town Neighborhood Revitalization

**FEET**  
**200**











## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 07/15/2024

**Agenda Item:** 2024 Alcohol Beverage Applications

**Department:** City Clerk

**Requested By:** Gesse Cabrera

**Reviewed/Approved by City Attorney?** N/A

**Cost:** N/A

**Funding Source if Not in Budget** N/A

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

Two (2) New 2024 Alcohol Beverage Applications review.

**2024 ALCOHOL BEVERAGE APPLICATION APPROVAL**  
**M&C MEETING – MONDAY JULY 15, 2024**

**(2) 2024 ALCOHOL APPLICATION(S)**

1. Business Owner: Famosa, LLC.  
d/b/a: Famosa, LLC  
Applicant: Maria Maldonado Saucedo  
Business Address: 700 Redwine St. Suite 5  
License Type: Pouring Beer  
Disposition: **New License**
  
2. Business Owner: Crown Mill F&B, LLC  
d/b/a: Spinning Room  
Applicant: Nathan Kirkman  
Business Address: 825 Chattanooga Ave Suite 6  
License Type: Pouring Liquor  
Disposition: **License Addition**



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** July 15, 2024

**Agenda Item:** School Resource Officer Contract with Dalton Public Schools

**Department:** Police

**Requested By:** Assistant Chief Crossen

**Reviewed/Approved by City Attorney?** Yes

**Cost:** \$0

**Funding Source if Not in Budget**

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

Renewal of the contract between Dalton Public Schools and the City of Dalton for School Resource Officers
---

**Agreement Between  
The City of Dalton, Georgia  
And  
The Dalton Board of  
Education For  
The School Resource Officer  
Program**

This Agreement made and entered into this 10<sup>th</sup> day of JUNE, 2024 by and between THE CITY OF DALTON, GEORGIA (the "City") and THE DALTON BOARD OF EDUCATION (the "Board") pursuant to O.C.G.A. §20-2-1183.

**GOALS AND OBJECTIVES**

1. Establish a positive working relationship in a cooperative effort to prevent juvenile delinquency and assist in student development.
2. Maintain a safe and secure environment on campus, which will be conducive to learning.
3. Promote positive attitudes regarding the role of law enforcement in society.

**A. EMPLOYMENT AND ASSIGNMENT OF SCHOOL RESOURCE OFFICER**

1. The City shall cause the DALTON POLICE DEPARTMENT (the "Department") to provide eight (8) School Resource Officers ("SROs" or "SRO,") one of which is to be an SRO Sergeant, to Dalton Public Schools, as resources are available. These officers shall primarily serve at Dalton Public Schools.
2. The Department shall coordinate with the Board on the selection of the SROs and assignment of the officers to the schools. The SROs' chain of command shall be the Department's supervisory system on all law enforcement matters. The Department shall retain the responsibility for hiring, training, assigning, disciplining, and dismissing SRO personnel, as required. For non-law enforcement issues, SROs shall work with their assigned school principal and the Dalton Public School System Director of Safety and Transportation for the school system, but the SROs' supervisor shall be the supervisor assigned to the SROs by the Department (the "SRO Supervisor").
3. In the event an SRO is absent from work, the SRO shall notify the SRO Supervisor and the principal at the school to which he/she is assigned. The Department shall use its best efforts to assign an SRO alternate but shall give primary consideration to the public safety of the City in determining if police personnel are available for SRO duty.
4. The Department shall maintain records relating to the attendance, salary, and any other associated costs for SRO services and provide a copy of said records, along with each reimbursement request submitted, to the Board. In addition, the records may be provided at any time to the Board upon such a request.

## **B. HOURS AND SPECIAL EVENTS**

1. The SROs shall be assigned as follows: Two officer will be assigned to serve Dalton High School, one officer will be assigned to serve Dalton Junior High School/The Dalton Academy, and one officer will be assigned to serve Hammond Creek Middle School. Three (3) officers will be assigned to serve the elementary schools. The SRO Sergeant will serve as a floater for all city schools and will respond to assist SROs, as needed. The SROs shall coordinate schedules with their school principals, the Safety and Transportation Coordinator, and the SRO Supervisor. The SROs shall be on-duty at their assigned schools thirty minutes prior to the start of school and thirty minutes after school dismissal or times arranged with an individual school's administration and approval by the Department and the Board. During regular hours, SROs may be off campus as needed or required by their duties. The SROs shall notify their school principals and the SRO Supervisor when they will be off of the school campus as needed or required by their duty.
2. The Department shall pay overtime for the SROs working special events that are authorized by the SRO Supervisor.
3. SROs that enter contractual agreements directly with the Board for coaching duties, after school programs, athletic events, or teaching shall be paid directly by the Board for such duties.
4. All SROs shall wear an approved Department uniform and shall carry their duty weapons while at school, unless authorized otherwise by the SRO Supervisor.

## **C. DUTIES OF THE SCHOOL RESOURCE OFFICERS**

1. The SROs may assist their principals and the Director of Safety and Transportation in developing plans and strategies to prevent and/or minimize dangerous situations that may occur on the school campus. Principals and the Director of Safety and Transportation shall have ultimate responsibility for preparation and implementation of emergency operations policy. The SROs may advise school officials in declaring an emergency or lockdown situation. Principals and the Safety and Transportation Coordinator shall have ultimate responsibility for declaring an emergency or lockdown situation, pursuant to Board policy.
2. The SROs may present programs on various topics to students and faculty. Subjects may include, but are not limited to, a basic understanding of the law, role of law enforcement, drug awareness, anger management, the mission of law enforcement, gang education, and familiarization of weapons in a school environment.
3. The SROs are encouraged to interact with students on an individual basis and in small groups to foster a positive relationship between students and law enforcement.
4. The SROs shall make themselves available for conferences involving teachers, parents, and faculty, upon request by school officials.
5. Upon the request of a school principal or the Director of Safety and Transportation, the SROs shall take all necessary and appropriate law enforcement action against intruders, unwanted guests, or unruly persons who may appear at the school or related school functions.

6. Upon request of a school principal or the Director of Safety and Transportation, the SROs shall conduct investigations of crimes, which occur at their assigned schools, and use other resources, if needed, for follow-up investigations. When requested by the Safety and Transportation Coordinator, SROs may conduct investigations at other sites, with the approval of the Department.
7. After a principal has conducted a search, locates contraband, and requests assistance, the SROs shall follow the Board's policy for the confiscation of any items or substances that, while not illegal, are not allowed on school property. The SROs shall follow the Department's policy for the seizure of any illegal items, drugs, or substances from students on school property.
8. The SROs shall follow the guidelines of state law, Board policy, and Department policies and procedures in regard to investigations, interviews, and searches relating to juveniles.
9. The SROs shall be granted unlimited access to the buildings and grounds of their assigned school in the regular performance of their duties. School principals may limit access to areas of buildings and grounds, if good reasons exist.
10. Upon the request of a school principal or the Director of Safety and Transportation, the SROs may observe any questioning by school staff of students suspected of violating Board policy and/or local or state law.
11. The SROs shall execute an acknowledgment form, prepared by the Board, of SROs' responsibilities for safeguarding student information under FERPA.
12. The SROs shall enforce criminal law and protect students, staff, and the public against criminal activity. The SROs shall not be responsible for enforcing school discipline, truancy, violations of student code of conduct, or school rules that are not violations of criminal law.
13. The SROs shall routinely submit an activity report to school principals and the SRO Supervisor. Said report shall include a description of the activities engaged in by the SROs, number of student-related incidents, number of parent incidents, type of incident or criminal activity, number of arrests and related charges, number of searches and items seized, and any other data agreed to by the principals and the SRO Supervisor.

#### **D. RIGHTS AND DUTIES OF THE BOARD**

1. The Board agrees to reimburse the City for 75% of the personnel and associated costs for seven (7) SROs (including the SRO Supervisor) and 50% for one (1) SRO, an estimate of which is set forth on Exhibit "A" and incorporated herein by reference (the "Costs"); provided however, nothing in this Agreement shall limit the Costs to those estimates set forth on Exhibit "A." The Board shall be responsible for 75% of the Costs for seven (7) SROs and 50% for one (1) SRO, even if the Costs exceed the budgeted amounts. The Board shall be billed semi-annually for such Costs, in February and August during the term. The invoice shall be due and payable within 30 days of the Board's receipt thereof. In addition to the terms set forth in Section F, the City may terminate this Agreement immediately upon the failure of the Board to timely make a payment.
2. The principal for each school assigned an SRO will provide the Department with a written assessment

of the assigned SRO's performance in May and December during the term. The metrics for assessment will be determined in advance by the principal of the school to which the SRO is assigned and the SRO Supervisor.

3. The Board shall provide to the SROs the following materials and facilities, which are deemed necessary to the performance of the SROs:
  - a. Access to and exclusive use to an air-conditioned and properly lighted private office containing a telephone line to be used for general business purposes.
  - b. A desk with drawers, a chair, and a filing cabinet, which can be locked and secured.
  - c. Access to a computer terminal and internet access, as well as limited access to the Board's Infinite Campus portal for all schools for use within the duties as a law enforcement unit.
4. The Board shall cooperate with the City in its defense of any legal action by a third party against an SRO and/or the City arising out of the performance by the SRO of his/her duties, as set forth herein.

#### **E. DUTIES OF THE DEPARTMENT AND DISMISSAL OF SCHOOL RESOURCE OFFICERS**

1. The Department shall supply the SROs with the usual and customary office supplies and forms required in the performance of their duties.
2. In the event the Board determines that a particular SRO is not effectively performing his or her duties and responsibilities, the Board shall contact the SRO Supervisor. Within a reasonable time after receiving the information from the Board, the SRO Supervisor shall advise the Chief of Police for the City of the Board's request. The Chief of Police for the City, the appropriate principal, and the Safety and Transportation Coordinator, or their designees, shall meet, if necessary, with the SRO to mediate or resolve any problems which may exist.
3. The Chief of Police for the City may dismiss or reassign SROs, in accordance with the Department's rules, regulations, and general orders.

#### **F. TERM**

1. The City and the Board expressly agree that they have previously executed an Agreement between the City of Dalton, Georgia and The Dalton Board of Education for The School Resource Officer Program dated \_\_\_\_\_ 2024. This Agreement supersedes and replaces the Prior Agreement in all respects, and the Prior Agreement shall be and is terminated and void as of the date of this Agreement. The term of this Agreement shall be twelve (12) months and shall commence on July 1, 2024 and expire on June 30, 2025 (the "Term"). Provided, however, either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party.
2. In the event either party determines that a modification of this Agreement is necessary, such party shall request the other party to enter into discussions regarding the modification of this Agreement. Within five (5) business days of such request, the parties shall hold a discussion and negotiate in good faith in an effort to find a solution to the requesting party's concerns. A request from the Board shall be



addressed to the Chief of Police and a request from the City shall be addressed to the Superintendent of the Dalton Public Schools. In the event the parties cannot reach an agreement regarding the modification of this Agreement within thirty (30) days of such request, either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party. If neither party elects to terminate this Agreement, the terms of this Agreement shall remain in full force and effect until the expiration of the Term, unless sooner terminated, as provided herein.

#### G. SEVERABILITY

Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized officers.

Signed, sealed, and delivered in the presence of:

THE DALTON BOARD OF EDUCATION, DALTON GEORGIA

By: 

Title: Chair, Dalton Board of Education

Attest: 

Secretary

THE CITY OF DALTON, GEORGIA

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

Title: Mayor, City of Dalton

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

City Clerk

## Exhibit "A"

### Costs

This proposed budget is calculated based on estimated expenses. The following amounts reflect the cost of the contract with eight (8) SROs, one of which is an SRO Supervisor.

Salaries	\$549,914.80
FICA/Medicare	\$42,068.48
Empower Retirement	\$54,991.48
POAB	\$2,400.00
Workers' Comp Insurance	\$7,242.40
Hosp. Insurance	\$76,716.00
Life & Disability Ins	\$3,192.71
Uniforms	\$4,800.00
Training	\$12,000.00
Fuel	\$13,600.00
Total	\$766,925.87
DPS Respons. (7 X 75%) (1x50%)	\$554,212.24



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 7-15-24

**Agenda Item:** Budget Amendment #3 FY24

**Department:** Finance

**Requested By:** Cindy Jackson

**Reviewed/Approved by City Attorney?** NA

**Cost:** \$0

**Funding Source if Not in Budget**

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

---

Budget amendment #3 for year 2024.

**2024 Budget Amendment  
Budget Amendment #3**

<b>GENERAL FUND</b>		<b>Increase (Decrease)</b>	
<b>Revenues &amp; Transfers-In</b>			
Transfer in	\$ (2,281,000)	(1)	
Revenue LMIG	541,000	(2)	
Miscellaneous revenue	(150,000)	(3)	
Interest income	50,000	(4)	
	<u>\$ (1,840,000)</u>		
<b>Expenditures &amp; Transfers-out</b>			
Transfer out	\$ (2,281,000)	(1)	
Transfer to CIP	541,000	(2)	
Insurance - health	(150,000)	(3)	
Non-departmental - legal fees	50,000	(5)	
	<u>\$ (1,840,000)</u>		
<b>Net Increase (Decrease) Budgeted Fund Balance</b>		<u><u>\$ -</u></u>	

<b>(1)</b>	Budget correction = funds taken from Bond to CIP
<b>(2)</b>	LMIG supplement for paving
<b>(3)</b>	City share of Cigna health insurance rebate netted with premiums
<b>(4)</b>	Adjust interest earnings
<b>(5)</b>	Legal fees utilized 67% of budget 50% through the year

<b>2015 SPLOST Fund</b>		<b>(Decrease)</b>	
<b>Revenues &amp; Transfers-In</b>			
Interest income	\$ 14,800	(1)	
Transfer in - bonded capital projects	256,353	(2)	
	<u>\$ 271,153</u>		
<b>Expenditures &amp; Transfers-out</b>			
Stormwater projects	\$ 5,000	(1)	
Greenway Project (Mill Line)	266,153	(2)	
	<u>\$ 271,153</u>		
<b>Net Increase (Decrease) Budgeted Fund Balance</b>		<u><u>\$ -</u></u>	

<b>(1)</b>	Interest earnings allocated to public works projects
<b>(2)</b>	Transfer from bonded debt to cover cost of Mill Line project

**2024 Budget Amendment  
Budget Amendment #3**

<b>2020 SPLOST Fund</b>		<b>(Decrease)</b>
<b>Revenues &amp; Transfers-In</b>		
Interest Income	\$ 55,000	(1)
	<u>\$ 55,000</u>	
<b>Expenditures &amp; Transfers-out</b>		
Roads - streets	\$ 55,000	(1)
	<u>\$ 55,000</u>	
<b>Net Increase (Decrease) Budgeted Fund Balance</b>	<u><u>\$ -</u></u>	

<b>(1)</b>	Allocate interest earned
------------	--------------------------

<b>2021 Bonded Capital Projects</b>		<b>(Decrease)</b>
<b>Revenues &amp; Transfers-In</b>		
Interest income	\$ 160,853	(1)
	<u>\$ 160,853</u>	
<b>Expenditures &amp; Transfers-out</b>		
Reserve for possible arbitrage	\$ 47,500	(1)
Reduce stormwater projects	(143,000)	(2)
Transfer out to 2015 SPLOST	256,353	(2)
	<u>\$ 160,853</u>	
<b>Net Increase (Decrease) Budgeted Fund Balance</b>	<u><u>\$ -</u></u>	

<b>(1)</b>	Allocate interest earned
<b>(2)</b>	Reduce stormwater projects and transfer to cover cost of Mill Line project

<b>Capital Projects Fund</b>		<b>(Decrease)</b>
<b>Revenues &amp; Transfers-In</b>		
Interest income	\$ 28,000	(1)
Sale of capital assets	100,600	(1)
	<u>\$ 128,600</u>	
<b>Net Increase (Decrease) Budgeted Fund Balance</b>	<u><u>\$ 128,600</u></u>	

<b>(1)</b>	Adjust budget to actual for interest & assets sales reserve for future needs or bid overages
------------	--



**2024 Budget Amendment  
Budget Amendment #3**

<b>CDBG FUND</b>		<b>Increase (Decrease)</b>	
<b>Revenues &amp; Transfers-In</b>			
Federal grant revenue	\$ 381,590	(1)	
	<u>\$ 381,590</u>		
<b>Expenditures &amp; Transfers-out</b>			
Public facilities	\$ 255,275	(1)	
Public service	50,000	(1)	
Administrative	76,315	(1)	
	<u>\$ 381,590</u>		
<b>Net Increase (Decrease) Budgeted Fund Balance</b>		<u><u>\$ -</u></u>	

<b>(1)</b>	To adjust to the 24 -25 program year funding
------------	--



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 7/15/24

**Agenda Item:** Croy Task Order 11 for bid services at Airport

**Department:** Airport

**Requested By:** Andrew Wiersma

**Reviewed/Approved by City Attorney?** No

**Cost:** \$8999

**Funding Source if Not in Budget** Part of Runway Rehab Project Funding

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

Task order for bid services for Runway Rehab Project at Dalton Airport. Tentative allocation for funding of this project was already approved by the M&C. Federal/State funding contract and construction contracts to come in August/Sept.

## TASK ORDER NUMBER ELEVEN

This Task Order is made as of this \_\_\_\_ day of \_\_\_\_\_, 2024, under the terms and conditions established in the MASTER AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES (the Agreement), between CITY OF DALTON (OWNER) and CROY ENGINEERING, LLC (ENGINEER). This Task Order is made for the following purpose, consistent with the Project defined in the Agreement:

### *Runway Pavement Rehab – Bid Services*

#### Section A - Scope of Services

The Bid Services will consist of what is required to advertise the project, coordinate with and respond to prospective bidders, administration of the Bid Opening, Bid Recommendation, and coordination with the Sponsor and Georgia Department of Transportation, Aviation Project Manager. These services are described below.

#### Element 8 - Bid Phase Services shall include:

1. Preparation of advertisement for bids,
2. Administration of Pre-Bid Meeting,
3. Response to contractor questions during the bidding process,
4. Preparation and Distribution of Addendum(s)
5. Attendance and Receipt of bids at a scheduled bid opening,
6. Preparation of the bid tabulation
7. Recommendation of award to the lowest responsive bidder.

#### Section B - Compensation

1. In return for the performance of the foregoing obligations, OWNER shall pay to ENGINEER the amount of **\$8,999.00**, payable according to the following terms:
  - a. Invoicing will be submitted monthly for work completed to-date.
  - b. A lump sum fee applies for each task as follows and shall be billed based upon percentage of work completed to-date. Expenses for services such as mileage, document reproduction, permit application fees, shipping costs, etc. are not included in the lump sum fee, and shall be billed separately as a reimbursable expense. The lump sum fee and estimated budgets for expenses are as follows:

<b>Element 8 – Bid Services</b>		<b>\$ 8,999.00</b>
Lump Sum Fee:	\$8,999.00	
Estimated Expenses:	\$ 0.00	
<b>FEE TOTAL</b>		<b><u>\$8,999.00</u></b>

2. Compensation for Additional Services (if any) shall be paid by OWNER to ENGINEER according to the following terms: Compensation for additional services shall be paid by the OWNER to the ENGINEER per the Croy Engineering GDOT Hourly Rate Schedule attached to this Proposal.

### Section C - Owner's Responsibilities

OWNER shall perform and/or provide the following in a timely manner so as not to delay the Services of ENGINEER. Unless otherwise provided in this Task Order, OWNER shall bear all costs incident to compliance with the following:

N/A

### Section D - Other Provisions

The parties agree to the following provisions with respect to this specific Task Order:

N/A

IN WITNESS WHEREOF the parties hereto have made and executed this Task Order.

OWNER:

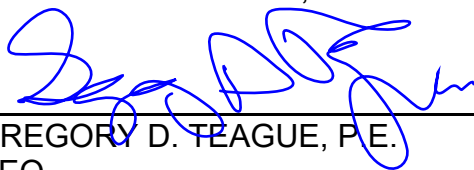
CITY OF DALTON

---

ANNALEE HARLAN SAMS  
Mayor

ENGINEER:

CROY ENGINEERING, LLC




---

GREGORY D. TEAGUE, P.E.  
CEO

ATTEST:

---

ATTEST:



---

PATRICK T. LENTON, P.E.  
Director of Aviation Client Services

**Exhibit "B" Hourly Rate Schedule****Croy Engineering, LLC  
GDOT HOURLY RATES**

Billing Rate Raw+OH+Profit+FCCM							
Employee Category		Raw Rate	GDOT OH	Raw+OH	Profit	RAW+OH+Profit	FCCM
Updated: October 1, 2023			191.16%		10.00%		1.01%
Principal	\$262.59	\$81.73	\$156.24	\$237.97	\$23.80	\$261.76	\$0.83
Project Manager	\$223.45	\$69.55	\$132.95	\$202.50	\$20.25	\$222.75	\$0.70
Engineer 3	\$192.58	\$59.94	\$114.58	\$174.52	\$17.45	\$191.97	\$0.61
Engineer 2	\$169.51	\$52.76	\$100.86	\$153.62	\$15.36	\$168.98	\$0.53
Engineer 1	\$158.20	\$49.24	\$94.13	\$143.37	\$14.34	\$157.70	\$0.50
Designer 2	\$140.21	\$43.64	\$83.42	\$127.06	\$12.71	\$139.77	\$0.44
Designer 1	\$123.57	\$38.46	\$73.52	\$111.98	\$11.20	\$123.18	\$0.39
Tech 2	\$115.08	\$35.82	\$68.47	\$104.29	\$10.43	\$114.72	\$0.36
Tech 1	\$108.11	\$33.65	\$64.33	\$97.98	\$9.80	\$107.77	\$0.34
CADD Operator	\$59.44	\$18.50	\$35.36	\$53.86	\$5.39	\$59.25	\$0.19
Admin	\$89.86	\$27.97	\$53.47	\$81.44	\$8.14	\$89.58	\$0.28
RLS/Survey Manager	\$216.26	\$67.31	\$128.67	\$195.98	\$19.60	\$215.58	\$0.68
Crew (1-Person)	\$123.98	\$38.59	\$73.77	\$112.36	\$11.24	\$123.59	\$0.39
Crew (2-Person)	\$199.04	\$61.95	\$118.42	\$180.37	\$18.04	\$198.41	\$0.63
Crew (3-Person)	\$300.24	\$93.45	\$178.64	\$272.09	\$27.21	\$299.30	\$0.94
Field Rep 3 (Regular Time)	\$127.39	\$39.65	\$75.79	\$115.44	\$11.54	\$126.99	\$0.40
Field Rep 3 (Overtime)	\$191.08	\$59.48	\$113.69	\$173.17	\$17.32	\$190.48	\$0.60
Field Rep 2 (Regular Time)	\$115.28	\$35.88	\$68.59	\$104.47	\$10.45	\$114.92	\$0.36
Field Rep 2 (Overtime)	\$172.92	\$53.82	\$102.88	\$156.70	\$15.67	\$172.37	\$0.54
Field Rep 1 (Regular Time)	\$104.26	\$32.45	\$62.03	\$94.48	\$9.45	\$103.93	\$0.33
Field Rep 1 (Overtime)	\$156.39	\$48.68	\$93.05	\$141.72	\$14.17	\$155.89	\$0.49
Land Acq Admin	\$89.86	\$27.97	\$53.47	\$81.44	\$8.14	\$89.58	\$0.28
Land Acq Negot Agent							
Trainee	\$80.00	\$24.90	\$47.60	\$72.50	\$7.25	\$79.75	\$0.25
Land Acq Negot Agent 1	\$109.78	\$34.17	\$65.32	\$99.49	\$9.95	\$109.44	\$0.35
Land Acq Negot Agent 2	\$115.86	\$36.06	\$68.93	\$104.99	\$10.50	\$115.49	\$0.36
Land Acq Negot Agent 3	\$123.57	\$38.46	\$73.52	\$111.98	\$11.20	\$123.18	\$0.39
Land Acq Reloc Agent	\$152.61	\$47.50	\$90.80	\$138.30	\$13.83	\$152.13	\$0.48
Land Acq Relo Benefits Pkg	\$152.61	\$47.50	\$90.80	\$138.30	\$13.83	\$152.13	\$0.48
Land Acq ROW Mngr	\$154.47	\$48.08	\$91.91	\$139.99	\$14.00	\$153.99	\$0.49

Please note that expenses such as mileage, document reproduction, permit application fees, shipping costs, etc. are not included in the fees above, and shall be billed separately as a reimbursable expense.





## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** July 15, 2024

**Agenda Item:** 5-year Master Service Agreement with Kimley-Horn at Airport

**Department:** Airport

**Requested By:** Andrew Wiersma

**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:**

Request for approval of 5-year master service agreement with Kimley-Horn to provide engineering and planning services for the Dalton Municipal Airport as required by the FAA.

**FIVE (5) YEAR MASTER GENERAL PLANNING AND ENGINEERING CONSULTANT AGREEMENT  
BETWEEN CITY OF DALTON AND KIMLEY-HORN AND ASSOCIATES, INC.  
FOR CONTINUING PROFESSIONAL SERVICES**

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between CITY OF DALTON ("the Client") and KIMLEY-HORN AND ASSOCIATES, INC. ("the Consultant"). This Agreement sets forth the terms whereby Kimley-Horn, or an affiliated company, will provide professional services on one or more projects (with respect to each engagement "the Project") under this Five (5) Year Master General Planning and Engineering Consultant Agreement between the Client and Kimley-Horn and Associates, Inc. for Continuing Professional Services, with the specifics of each engagement to be set forth in an Individual Project Order ("IPO"). If the IPO is executed by an affiliated company of Kimley-Horn, the IPO shall incorporate the terms of this Agreement as if signed by the affiliated company.

- 1) Scope of Services and Additional Services. The Consultant will perform only the services set forth in IPOs ("the Services"). IPOs shall be in the general form shown in the attachment Exhibit "A". If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) Client's Responsibilities. In addition to other responsibilities herein or imposed by law, the Client shall:
  - a) Designate in writing a person to act as the Client's representative. Such person shall have complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
  - b) Provide all criteria and information as to the Client's requirements, objectives and expectations for the Project, and all standards of development, design, or construction.
  - c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as survey, engineering data, environmental information, etc., all of which the Consultant may rely upon.
  - d) Arrange for access to the project site and other property as required for the Consultant to perform services.
  - e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
  - f) Furnish approvals and permits for all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary.

- g) Obtain any independent accounting, legal, cost estimating and feasibility services as the Client may require.
  - h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services, or any defect or nonconformance in any aspect of the Project.
- 3) Period of Services. This Agreement and the rates of compensation in IPO's are agreed to in anticipation of conditions permitting orderly and continuous progress of the Project through completion of the Services. The Consultant shall begin work on each IPO after receipt of a fully executed copy of the IPO. The times for performance shall be extended as necessary for periods of suspension or delay resulting from circumstances the Consultant does not control. If such suspension or delay extends for more than six months, the rates of compensation shall be renegotiated.
- 4) Compensation for Services.
- a) The Consultant's compensation shall be as stated herein, unless otherwise stated in the IPO. The Client shall pay the Consultant an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
  - b) If the Consultant's compensation is on an hourly basis, estimated fees and expenses incurred by the Consultant exceeding any estimates set forth in the IPO shall be the liability of the Client.
- 5) Method of Payment.
- a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full.
  - b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
  - c) If the Client objects to any charge on an invoice submitted by the Consultant, the Client shall so advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or all such objections shall be waived, and the amount stated in the invoice shall be conclusively

deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.

- d) If the Consultant initiates legal proceedings to collect payments for services, it may recover, in addition to all amounts due and payable, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings, including the cost, determined at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
  - e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts.
- 6) Use of Documents. All documents, data, and programs prepared by the Consultant are related exclusively to the services described in the IPO and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in the IPO. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.
- 7) Intellectual Property. Consultant may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Consultant or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Consultant maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Consultant and its affiliates. If Consultant's services include providing Client with access to or a license for Consultant's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.

- 8) Opinions of Cost. Because the Consultant does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions, all opinions rendered as to costs, including but not limited to the costs of construction and materials, are solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 9) Reserved.
- 10) Standard of Care. The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.
- 11) Access to Records. The Consultant shall maintain books, records, documents, and other evidence directly pertinent to performance on FAA Airport Improvement Program or Georgia Department of Transportation projects under this Agreement in accordance with accepted professional practice, appropriate accounting procedures and practices, and 40 CFR 30.605, 30.805, and 35.935-7. The Consultant shall also maintain the financial information and data used by the Consultant in the preparation or support of the cost submission required pursuant to 40 CFR 35.937-6(b) and a copy of the cost summary submitted to the Client. The Consultant will maintain complete records during the life of the contract and for a period of seven (7) years after completion of the contract. The Federal Aviation Administration, the Comptroller General of the United States, the Georgia Department of Transportation, and the Client, or any of their duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.
- 12) Limitation of Liability. In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, and except for the gross negligence or willful misconduct of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, that the total liability, in the aggregate of the Consultant and the Consultant's officers, directors, employees, agents, and

subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants shall not exceed twice the total compensation received by the Consultant under the IPO or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify the Consultant.

13) Insurance. The Consultant will secure and maintain such insurance as will protect it and the Client from claims under workmen's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of their employees or of any person other than their employees, and from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom. The Consultant will secure and maintain such insurance to the requirements stated below:

1. Commercial General Liability ("CGL") Insurance with a limit of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate.
2. Automobile Liability insurance including owned, hired and non-owned vehicles with minimum limits of \$1,000,000 per occurrence combined single limit.
3. Workers Compensation Insurance in full compliance with the provisions of the Workers' Compensation Act of the State of Georgia in which Consultant's office is located, plus Employer's Liability, and if any portion of the Work or Services is subcontracted, the Consultant shall require each subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance.
4. Professional Liability insurance with a limit of not less than \$1,000,000 per claim/ \$2,000,000 annual aggregate or actual limits carried if greater, covering all claims arising out of or related to Consultant's Work or Services.
5. Excess/Umbrella Liability Insurance on an occurrence-based form which provides coverage in excess of, and as an umbrella to, the required primary insurance policies listed in D.1.1, D.1.2, and Employer's Liability with limits not less than \$2,000,000 per occurrence/\$4,000,000 aggregate, or actual carried limits if greater, and as an umbrella to those underlying coverages with a retained limit of not greater than \$50,000 per occurrence.



- 14) Mutual Waiver of Consequential Damages. In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 15) Construction Costs. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 16) Certifications. All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.
- 17) Dispute Resolution. Any civil action must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 18) Construction Phase Services.
- a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.
  - b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
  - c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any

contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

- 19) Hazardous Substances. Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 20) Assignment and Subcontracting. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Consultant and not for the benefit of any other party. Neither party shall assign, sublet or transfer any rights under or interest in this Agreement, without the written consent of the other party, provided that, the Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in this Agreement or the IPO, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 21) Confidentiality. The Client consents to the Consultant's use and dissemination of photographs of the Project and to its use of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.
- 22) Federal Requirements for Projects Funded with AIP Funds. During the performance of this contract, the Consultant, for itself, its assignees and successors in interest agrees to the Federal requirements as shown in Exhibit "C".
- 23) Equal Employment Opportunity. The Consultant affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran or any other legally

protected status. It is the Consultant's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment.

The Consultant further agrees that on the selection of any subcontractor by them or their employees that it will not in any way discriminate against any person, company or corporation due to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran or any other legally protected status.

- 24) Immigration Reform Compliance Requirement. During the entire duration of this Agreement, the Consultant and its subcontractors and sub-consultants shall remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code § 13- 10- 91 and § 50- 36- 1, as amended.
- 25) Open Records Act. The Consultant acknowledges that all records relating to this Agreement and the services to be provided under the contract may be a public record subject to Georgia Open Records Act (O.C.G.A. §50-18-70, et. Seq.). The Consultant shall cooperate fully in responding to such request and make all records, not exempt, available for inspection and copying as provided by law.
- 26) Miscellaneous Provisions. This Agreement is to be governed by the law of the State where the Project is located. This Agreement, including Exhibits "A", "B", "C", "D", and "E" (incorporated by this reference) and each subsequently executed IPO, contain the entire and fully integrated agreement between the parties, and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. If Client requires Consultant to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Consultant or this Agreement. Any provision in this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions or affecting the enforceability of the provision in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision or affect the enforceability of that provision or the remainder of this Agreement.

CITY OF DALTON

KIMLEY-HORN AND ASSOCIATES, INC.

SIGNED: \_\_\_\_\_

SIGNED: *Sarah L. Shearouse*

PRINTED NAME: \_\_\_\_\_

PRINTED NAME: Sarah L. Shearouse

TITLE: \_\_\_\_\_

TITLE: Regional Contract Lead

DATE: \_\_\_\_\_

DATE: July 9, 2024

**EXHIBIT "A" SAMPLE INDIVIDUAL PROJECT ORDER ("IPO")****INDIVIDUAL PROJECT ORDER (IPO) NUMBER \_\_\_\_**

**THIS INDIVIDUAL PROJECT ORDER ("IPO")** is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_ ("the Client") and KIMLEY-HORN AND ASSOCIATES, INC. ("the Consultant") in accordance with the terms of the Master Agreement for General Planning and Engineering Services dated \_\_\_\_\_, which is incorporated herein by reference. The specifics of this engagement are set forth below.

**Identification of Project:****Project Name:****KH Project Manager:****Project Number:****Scope of Services:**

Kimley-Horn will provide the services specifically set forth below:

**Deliverables:**

In conjunction with the performance of the above scope, Kimley-Horn will provide the following deliverables (documents) to the Client:

**Services not Included:**

Any other services, including but not limited to the following, are not included in this agreement:

**Additional Services if required:**

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

**Information Provided by Client:**

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

**Responsibilities of Client:**

In addition to other responsibilities set out in this Agreement, the Client shall:

**Schedule:**

Services shall commence after receipt of a fully-executed agreement. We will provide our services as expeditiously as practicable with the goal of meeting the following schedule:

**Terms of compensation:**

In return for performance of the tasks described in the above Scope of Services, the Client shall pay the Consultant the amount of \$\_\_\_\_\_, payable according to the following terms.

1. A lump sum fee applies for each task as follows.
2. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1 Title of Task \$\_\_\_\_\_

Task 2 Title of Task \$\_\_\_\_\_

Task 3 Title of Task \$\_\_\_\_\_

Total Consultant Fee \$\_\_\_\_\_

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

**Other special terms of Individual Project Order:**

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

\_\_\_\_ Please email all invoices to \_\_\_\_\_

\_\_\_\_ Please copy \_\_\_\_\_

ACCEPTED:

**CLIENT**

**KIMLEY-HORN AND ASSOCIATES, INC.**

BY: \_\_\_\_\_

BY: \_\_\_\_\_



TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

P.E. No.: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT “B” HOURLY RATE SCHEDULE**

<b>Employee Category</b>	<b>GDOT Billing Rate</b>
Principal	<b>\$259.22</b>
Project Manager	<b>\$246.17</b>
Engineer 3	<b>\$219.35</b>
Engineer 2	<b>\$183.07</b>
Engineer 1	<b>\$153.51</b>
Designer 2	<b>\$135.14</b>
Designer 1	<b>\$116.33</b>
Tech 2	<b>\$112.62</b>
Tech 1	<b>\$104.62</b>
CADD Operator	<b>\$93.23</b>
Admin	<b>\$120.62</b>

**Updated: July 1, 2023**

Rates are subject to annual adjustment.

**EXHIBIT "C"****FEDERAL REQUIREMENTS FOR PROJECTS FUNDED WITH AIP FUNDS****1. ACCESS TO RECORDS AND REPORTS**

The Consultant must maintain an acceptable cost accounting system. The Consultant agrees to provide the Client, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

**Application**

Required in all contracts and subcontracts of AIP funded projects.

**Reference**

2 CFR § 200.333

2 CFR § 200.336

FAA Order 5100.38

**2. BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. Client will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Client reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Client elects to terminate the contract. The Client's notice will identify a specific date by which the Consultant must correct the breach. Client may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Client's notice. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

**Application**

Required for all contracts that exceed the simplified acquisition threshold as stated in 2 CFR Part 200, Appendix II (A). This threshold is occasionally adjusted for inflation and is now equal to \$150,000.

**Reference**

2 CFR § 200 Appendix II(A)

**3. GENERAL CIVIL RIGHTS PROVISIONS**

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

**Application**

Required in all contracts and subcontracts.

**Reference**

49 USC § 47123

**4. CIVIL RIGHTS ACT OF 1964, TITLE VI – Consultant CONTRACTUAL REQUIREMENTS****Compliance with Nondiscrimination Requirements:**

During the performance of this contract, the Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

- 1.1. Compliance with Regulations.** The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 1.2. Nondiscrimination.** The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 1.3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 1.4. Information and Reports.** The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 1.5. Sanctions for Noncompliance.** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
  - a. Withholding of payments to the Consultant under the contract until the Consultant complies, and/or
  - b. Cancellation, termination, or suspension of the contract, in whole or in part.
- 1.6. Incorporation of Provisions.** The Consultant shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment,

unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

#### **Application**

Required in all contracts and subcontracts.

#### **Reference**

49 USC § 47123

FAA Order 1400.11

### **5. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES**

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority

Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

**Application**

Required in all contracts and subcontracts.

**Reference**

49 USC § 47123

FAA Order 1400.11

## **6. CLEAN AIR AND WATER POLLUTION CONTROL**

Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Consultant agrees to report any violation to the Client immediately upon discovery. The Client assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Consultant must include this requirement in all subcontracts that exceeds \$150,000.

**Application**

Required for all contracts and lower tier contracts that exceed \$150,000.

**Reference**

2 CFR § 200, Appendix II(G)

## **7. CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The Consultant, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.



**Application**

This requirement applies to covered transactions, which are defined in 2 CFR part 180. AIP funded contracts are non-procurement transactions, as defined by §180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agent or representative in any transaction, if the amount of the contract is expected to equal or exceed \$25,000. This includes contracts associated with land acquisition projects.

**Reference**

2 CFR part 180 (Subpart C)  
2 CFR part 1200  
DOT Order 4200.5

**8. DISADVANTAGED BUSINESS ENTERPRISES**

**Contract Assurance (§26.13)** - The Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. The DBE goal for this project over Fiscal Year (FY) 2024 is **7.28%**.

**Prompt Payment (§26.29)** - The prime Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than **60** days from the receipt of each payment the prime Consultant receives from the **Sponsor**. The prime Consultant agrees further to return retainage payments to each subcontractor within **60** days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the **Sponsor**. This clause applies to both DBE and non-DBE subcontractors.

**Application**

The contract assurance clause shall be incorporated verbatim. The prompt payment clause represents sample language that meets the requirements of 49 CFR Part 26.29. Recipients should refer to the language included their approved DBE program.

**Reference**

49 CFR Part 26

**9. DISTRACTED DRIVING – TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Client encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

**Application**

Required in all AIP funded contracts that exceed the micropurchase threshold of 2 CFR §200.67 (currently set at \$3,500).

**Reference**

Executive Order 13513

DOT Order 3902.10

**10. ENERGY CONSERVATION REQUIREMENTS**

Consultant and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201et seq).

**Application**

Required in all AIP funded contracts and lower-tier contracts.

**Reference**

2 CFR § 200, Appendix II(H)

**11. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

This contract incorporates by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

**Application**

All consultants, sub-consultants, contractors, and subcontractors employed under this federally assisted project must comply with the FLSA.

Professional Services – 29 CFR § 213 exempts employees in a bona fide executive, administrative or professional capacity. Because professional firms employ individuals that are not covered by this exemption, the sponsor's agreement with a professional services firm must include the FLSA provision.

**Reference**

29 USC § 201, et seq

**12. FOREIGN TRADE RESTRICTION CLAUSE**

The Consultant or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subcontractor who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the sponsor if the Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

#### **Application**

Incorporate into all contracts funded by AIP.

#### **Reference**

49 CFR Part 30.13

FAA Order 5100.38

### **13. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

- 1. No Federal appropriated funds shall be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with the making of any Federal grant and the amendment or modification of any Federal grant.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

**Application**

Required in all contracts and subcontracts.

**Reference**

49 CFR Part 20, Appendix A

#### **14. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**Application**

Required in all contracts and subcontracts.

**Reference**

29 CFR part 1910

#### **15. TAX DELINQUENCY AND FELONY CONVICTIONS**

1. The Consultant certifies that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2. The Consultant certifies that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

**Application**

Required in all contracts and subcontracts.

**Reference**

Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), and similar provisions in subsequent appropriations acts.  
DOT Order 4200.6 - Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

#### **16. TERMINATION OF CONTRACT**

**Termination for Convenience**

The Client may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of the Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Client, the Consultant must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Client all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this contract, whether complete or partially complete.

The Client agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

The Client further agrees to hold the Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

**Termination for Default**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Client:** The Client may terminate this Agreement in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Client approved extension;
  2. Make adequate progress so as to endanger satisfactory performance of the Project; or
  3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Client all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Client agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Client further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Client determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Client issued the termination for the convenience of the Client.

b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Client:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Client agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Client and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Client's breach of the contract.

In the event of termination due to Client breach, the Engineer is entitled to invoice Client and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Client agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

#### **Application**

All contracts and subcontracts in excess of \$10,000 must address termination for cause and termination for convenience by the sponsor.

#### **Reference**

2 CFR § 200 Appendix II(B)

FAA Advisory Circular 150/5370-10, Section 80-09

### **17. VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

#### **Application**

This provision applies to all AIP funded projects that involve labor to carry out the project. This preference, which excludes executive, administrative, and supervisory positions, applies to covered veterans (as defined under § 47112(c)) only when they are readily available and qualified to accomplish the work required by the project.

#### **Reference**

Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), and similar provisions in subsequent appropriations acts.

DOT Order 4200.6 - Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions



**EXHIBIT “D” SUBCONSULTANTS**

The Consultant shall use the following subconsultants to perform services as described below for the purpose of accomplishing “the Project” as set forth in this agreement.

1. Survey – Patterson & Dewar Engineers, Inc.
2. Architecture – Hussey Gay Bell
3. Geotechnical & Materials Testing Services – 2MNext \* (WBE/DBE)
4. DBE Planning & Reporting – Taffy Pippen Consulting, LLC \* (WBE/DBE)
5. RPR/Construction Inspection – Aulick Engineering, LLC\* (WBE/DBE)
6. Land Acquisition Services – THC, Inc.
7. Brockington and Associates, Inc. \* (WBE/DBE)

\*These firms are currently registered with GDOT as a certified Disadvantaged Business Enterprise (DBE).

Any addition or removal of a subconsultant from this list shall require a written request from the Consultant to the Client. The Client shall then evaluate the request and provide the Consultant with written approval of the change in subconsultant. No changes in subconsultants shall be made without written approval of the Client.

**EXHIBIT “E” POTENTIAL PROJECTS****Scope of Services – Design/Engineering/Construction  
(as described in the Request for Qualifications (RFQ))**

The scope of work to be included in this Master Agreement may include, but is not limited to, the following:

- a. Prepare Project Funding Applications and Capital Improvements Program (CIP) Documents.
- b. Perform Design, Bidding and Negotiation, Construction Administration, and Resident Inspection Services.
- c. Assist with DBE Program Overall Goal Updates / Program Administration.
- d. Construct/Rehabilitate Airfield Drainage Systems.
- e. Construct/Rehabilitate Airfield Pavement, Lighting, and NAVAIDs/ILS Improvements.
- f. Construct/Rehabilitate Airport Buildings (Terminal / Hangars / Maintenance).
- g. Construct/Rehabilitate Airport Roadways and Parking Lots.
- h. Install/Upgrade Airport Fencing and Security Systems.
- i. Obstruction Removal
- j. Improve Runway/Taxiway Safety Areas/Object Free Areas
- k. Land Acquisition
- l. Such other airport-related engineering work as the City of Dalton may deem necessary.

**Scope of Services – Planning/Environmental  
(as described in the Request for Qualifications (RFQ))**

The scope of work to be included in this Master Agreement may include, but is not limited to, the following:

- a. Airport system/master planning
- b. Airport noise compatibility planning
- c. Environmental assessments
- d. Airport data collection/facility inventories
- e. Aviation forecasts and demand/capacity analyses
- f. Facility requirements determination
- g. Airfield modeling for capacity and delay
- h. Airport layout and terminal area plan development
- i. Compatible land-use planning in the vicinity of airports
- j. Airport site selection studies
- k. Airport financial planning and benefit cost analysis.
- l. Such other airport-related planning and environmental work as the City of Dalton may deem necessary.

**Request for Information**

*Please return this information with your signed contract; failure to provide this information could result in delay in starting your project*

**Client Identification**

Full, Legal Name of Client					
Mailing Address for Invoices					
Federal ID Number					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner		Agent for Owner		Unrelated to Owner

**Property Identification**

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

**Property Owner Identification**

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

**Project Funding Identification – List Funding Sources for the Project**


*Attach additional sheets if there are more than 4 parcels or more than 4 owners*



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 7/15/2024

**Agenda Item:** 133 Huntington Road Landscape Installation Contract  
Award to Keller Outdoor, Inc.

**Department:** Public Works

**Requested By:** Chad Townsend

**Reviewed/Approved  
by City Attorney?** Yes

**Cost:** \$98,318.80

**Funding Source if Not  
in Budget** Bonded Stormwater Capital Projects

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

This request is to award the 133 Huntington Road Landscape Installation contract to the lowest bidder, Keller Outdoor, Inc. Work shall be completed within 16 weeks following Notice to Proceed.

See attached contract documents for additional information about the scope of services.

This comes with a positive recommendation from the Public Works Committee.

**CITY OF DALTON, GEORGIA**



**CONTRACT DOCUMENTS**

For  
**PROJECT:**

**133 HUNTINGTON ROAD LANDSCAPE INSTALLATION  
DALTON PROJECT NO. PW-2024-SP-188**

**CITY OF DALTON PUBLIC WORKS DEPARTMENT  
PO BOX 1205  
DALTON, GEORGIA 30722**

**ADVERTISEMENT FOR BID**

**133 HUNTINGTON ROAD LANDSCAPE INSTALLATION  
DALTON PROJECT NO. PW-2024-SP-188**

Sealed bids will be received by the City of Dalton Finance Department located at 300 W. Waugh Street, Dalton, Georgia 30720 until:

**TUESDAY, JUNE 11, 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:

**133 HUNTINGTON ROAD LANDSCAPE INSTALLATION  
DALTON PROJECT NO. PW-2024-SP-188**

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 scope of work for this project involves the furnishing of all materials, labor, and equipment for the installation of landscaping for a pond in a residential subdivision at 133 Huntington Road in the City of Dalton. The Work includes, but is not limited to, planting approximately 24 trees and 15 shrubs, as well as perennials. The Work shall be done as directed by the plans developed by Arcadis-U.S., Inc., sheets C-04, C-09 – C-12.

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.

Any questions pertaining to the bid documents and specifications should be submitted in writing via email by the **questions deadline of 4:00 PM May 22, 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 16



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 has been given for delivery of materials and allowing for more desirable planting season.

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>.

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, if bid amount is over \$100,000.

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

###

## CONTRACT ADDENDUM

ADDENDA NO.: 001

DATE ISSUED: May 22, 2024

BID DATE: June 11, 2024

BID TIME: 2 PM ET

BID LOCATION: City of Dalton Finance Department

### CONTRACTOR ACTION:

1. Acknowledge receipt of the first addendum by writing in "Addenda No. 1" on page 0200-3 of bid submission.

### INTERPRETATIONS

ALL RESPONSES TO QUESTIONS RECEIVED ARE PROVIDED IN RED BELOW.

1. Are the RCP, CMP, and storm drainage structures shown on sheet C-01 to be included in our scope of work? If so, where are we to include this on the bid schedule?
  - a. All elements related to storm drainage structures shown on the published plan set are not within the scope of work for this bid package.
2. For the demolition items shown on sheet C-02, where are we to put these costs into the bid schedule?
  - a. All demolition elements detailed within the published plan set shall be handled by the City, and is not considered as part of the scope of work specified within this bid package. This contract is to procure landscaping services only.
3. Where are we to include our Grading Complete Lump sum amount into the bid schedule?
  - a. Grading complete is **NOT** an advertised scope of services requested within this bid package. Proposed grades will be +/- 0.10 feet once awarded landscape contractor arrives. Light grading is to be anticipated for the installation of planting soil listed as 'ITEM 1 (ONE)' on Bid Form. Please refer to specifications for planting soil as shown on drawings.
4. Are the PVC, Nyloplast, and Tennessee field stone shown on sheet C-03 to be included in our scope of work? If so, where are we to include this on the bid schedule?
  - a. PVC, Nyloplast, and Tennessee field stone shown on sheet C-03 are **NOT** considered as part of the scope of work within this bid package.

5. Are we to provide a cost for erosion control? If so, where are we to include this on the bid schedule?
  - a. Erosion control shall be installed by the City, and is not considered as part of the scope of work advertised within this Project.
6. Are there any irrigation requirements for this project? If so, where are we to include this on the bid schedule?
  - a. No, installation of irrigation infrastructure is not an advertised scope of service within this bid package.
7. The RFP states that the project proposal is responsible for just the landscaping and planting. Could you please confirm if this excludes the Grading, Storm, and Demolition as shown in the plans? Or, should our bid include everything in the plan set except for those marked as "done by others"?
  - a. The as stated in the advertised bid package, the advertised scope of work is only encompassing landscaping and planting. While grading complete for the site is to be completed prior to a contractor beginning the landscaping and planting, please refer to response to question 3 (three) within published addendum no. 1 for further clarification towards fine grading requirements for sod installation. Demolition, stormwater, and all other improvements encompassed within the published plan set other than landscaping and planting are not within the advertised scope of work.
8. I see planting soil on the bid form, but I do not see sifted topsoil for under the sod. Is that something you guys will provide?
  - a. Please refer to detail 6 (six) as shown on drawing C-10 within construction plan set. Also please reference planting soil specifications for allowable soil materials as shown on sheet C-11 within construction plan set. The City will **NOT** be providing any materials associated with the contract.

## TABLE OF CONTENTS

	<u>PAGE</u>
 <u>SECTION 0100 – INFORMATION FOR BIDDERS</u>	
RECEIPT AND OPENING OF BIDS .....	0100-1
PREPARATION OF BID .....	0100-1
ELECTRONIC MAIL MODIFICATION .....	0100-2
QUALIFICATIONS OF BIDDERS .....	0100-2
BID SECURITY .....	0100-2
LIQUIDATED DAMAGES AND FAILURE TO ENTER INTO CONTRACT .....	0100-3
TIME OF COMPLETION AND LIQUIDATED DAMAGES.....	0100-3
CONDITION OF WORK.....	0100-3
ADDENDA AND INTERPRETATIONS .....	0100-3
SECURITY FOR FAITHFUL PERFORMANCE .....	0100-4
POWER OF ATTORNEY .....	0100-4
NOTICE OF SPECIAL CONDITIONS.....	0100-4
LAWS AND REGULATIONS.....	0100-4
METHOD OF AWARD .....	0100-4
OBLIGATION OF BIDDER.....	0100-5
CORRELATION AND INTENT OF DOCUMENTS .....	0100-5
CLAIMS.....	0100-5
ORDER OF WORK.....	0100-5
SUBCONTRACTS .....	0100-5
TIMELY EXECUTION .....	0100-6
 <u>SECTION 0200 – BID PROPOSAL</u>	
BID BOND.....	0200-1
BID PROPOSAL .....	0200-3
CONSTRUCTION PAYMENT BOND .....	0200-6
CONSTRUCTION PERFORMANCE BOND.....	0200-11
CONTRACT .....	0200-16
E-VERIFY AFFIDAVIT .....	0200-18
 <u>SECTION 0300 – GENERAL CONDITIONS</u>	
CONTRACT AND CONTRACT DOCUMENTS .....	0300-1
DEFINITIONS .....	0300-1
Contractor .....	0300-1
Contract.....	0300-1

	<u>PAGE</u>
Project Representative .....	0300-1
Owner .....	0300-1
Subcontractor.....	0300-1
Work on (at) the Project.....	0300-1
CORRELATION AND INTENT OF DOCUMENTS .....	0300-1
MATERIALS, SERVICES AND FACILITIES .....	0300-2
CONTRACTOR'S TITLE TO MATERIALS .....	0300-2
MATERIALS FURNISHED BY THE CONTRACTOR.....	0300-2
INSPECTION AND TESTING OF MATERIALS .....	0300-3
PATENTS .....	0300-3
SURVEYS, PERMITS AND REGULATIONS .....	0300-3
CONTRACTOR'S OBLIGATIONS.....	0300-4
CONTRACTOR'S RESPONSIBILITY .....	0300-4
WEATHER CONDITIONS .....	0300-4
SAFETY PROVISIONS .....	0300-5
SANITARY PROVISIONS .....	0300-5
PUBLIC CONVENIENCE AND SAFETY.....	0300-5
PROTECTION OF WORK AND PROPERTY – EMERGENCY .....	0300-5
INSPECTION.....	0300-6
REPORTS, RECORDS AND DATA .....	0300-6
SUPERINTENDENCE BY CONTRACTOR.....	0300-6
COMPETENT LABOR.....	0300-6
CONSTRUCTION EQUIPMENT .....	0300-7
CHANGES IN THE WORK.....	0300-7
CHANGE IN CONTRACT PRICE.....	0300-8
CHANGE OF THE CONTRACT TIME.....	0300-11
CORRECTION OF WORK .....	0300-12
EXISTING UNDERGROUND UTILITIES AND STRUCTURES .....	0300-12
SUBSURFACE CONDITIONS FOUND DIFFERENT.....	0300-13
CLAIMS FOR EXTRA WORK.....	0300-13
RIGHT OF THE OWNER TO TERMINATE CONTRACT .....	0300-13
CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES.....	0300-13
PAYMENTS TO CONTRACTORS .....	0300-14
ACCEPTANCE AND FINAL PAYMENT .....	0300-16
PAYMENTS BY CONTRACTORS .....	0300-16
CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE.....	0300-17
CONTRACT SECURITY.....	0300-21
ADDITIONAL OR SUBSTITUTE BOND.....	0300-21

	<u>PAGE</u>
LIEN.....	0300-21
ASSIGNMENTS.....	0300-22
MUTUAL RESPONSIBILITY OF CONTRACTORS.....	0300-22
COORDINATION WITH OTHER CONTRACTORS .....	0300-22
SUBCONTRACTING .....	0300-22
USE OF PREMISES AND REMOVAL OF DEBRIS .....	0300-23
QUANTITIES OF ESTIMATE .....	0300-24
RIGHTS-OF-WAY AND SUSPENSION OF WORK .....	0300-24
GUARANTY .....	0300-24
CONFLICTING CONDITIONS.....	0300-25
NOTICE AND SERVICE THEREOF.....	0300-25
PROVISIONS REQUIRED BY LAW DEEMED INSERTED .....	0300-25
SUSPENSION OF WORK.....	0300-25
PROTECTION AND RESTORATION OF PROPERTY.....	0300-25
RESPONSIBILITY FOR DAMAGE CLAIMS.....	0300-26
INTEREST OF FEDERAL, STATE OR LOCAL OFFICIALS .....	0300-26
OTHER PROHIBITED INTERESTS .....	0300-27
USE OF CHEMICALS .....	0300-27
MAINTENANCE OF TRAFFIC .....	0300-27
ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE.....	0300-27
OWNER'S RIGHT TO SUSPEND WORK .....	0300-27
TIME FOR COMPLETION AND LIQUIDATED DAMAGES.....	0300-28
AFFIDAVIT FOR FINAL PAYMENT AND RELEASE OF LIENS FORM .....	0300-30

SECTION 0400 – GENERAL NOTES

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 **JUNE 11<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:

**133 HUNTINGTON ROAD LANDSCAPE INSTALLATION  
DALTON PROJECT NO. PW-2024-SP-188**

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, if over \$100,000, 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 16 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 July 29, 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 **4:00 PM May 22, 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 .....



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:

133 HUNTINGTON ROAD LANDSCAPE INSTALLATION  
DALTON PROJECT NO. PW-2024-SP-188

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 6/11/24

Proposal of Keller Outdoor Inc. (hereinafter called  
"Bidder") a contractor organized and existing under the laws of the City of Chatsworth  
State of Georgia and County of Murray, \* an individual, a  
corporation, or a partnership doing business as Keller Outdoor Inc.

---

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

Gentlemen:

The Bidder in compliance with your invitation for bids for the construction of the 133 HUNTINGTON ROAD LANDSCAPE INSTALLATION (DALTON PROJECT NO. PW-2024-SP-188) 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 16 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:

Addenda No. 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 N/A of N/A  
in the amount of N/A 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:

Jim A. Keller 190 N. PARK Drive Chatsworth, GA  
30705

BID PROPOSAL  
(Continued)

Dated at:

The 11<sup>th</sup> day of June, 2024

  
Principal

By \_\_\_\_\_ SEAL

---

0200-5



### 133 HUNTINGTON ROAD LANDSCAPE INSTALLATION

Dalton Project NO. PW-2024-SP-188

BID FORM

ITEM	DESCRIPTION	UNITS	QNTY	UNIT PRICE	ITEM TOTAL
<b>LANDSCAPING</b>					
1	PLANTING SOIL (PER SPECS. ON SHEET C-11)	CY	480	\$35.00	\$16,800.00
2	FILTER FABRIC (4 OX. NON-WOVEN NEEDLE-PUNCHED)	SY	650	\$13.23	\$8,599.50
<b>*DECIDUOUS SHADE TREES</b>					
3	OCTOBER GLORY RED MAPLE	EA	2	\$754.50	\$1,509.00
4	DURA HEAT RIVER BIRCH	EA	1	\$712.50	\$712.50
5	SWAMP WHITE OAK	EA	1	\$761.50	\$761.50
6	HIGHTOWER WILLOW OAK	EA	2	\$845.50	\$1,691.00
<b>*EVERGREEN TREES</b>					
7	APALACHEE SWEETBAY MAGNOLIA	EA	3	\$557.50	\$1,672.50
8	BALD CYPRESS	EA	4	\$712.50	\$2,850.00
<b>*ORNAMENTAL TREES</b>					
9	AUTUMN BRILLIANCE SERVICEBERRY	EA	4	\$607.50	\$2,430.00
10	FOREST PANSY REDBUD	EA	4	\$607.50	\$2,430.00
11	AMERICAN FRINGE TREE	EA	2	\$607.50	\$1,215.00
12	CAROLINA SILVER BELLS	EA	1	\$691.50	\$691.50
<b>SHRUBS</b>					
13	RED TWIG DOGWOOD	EA	5	\$156.00	\$780.00
14	ALICE OAKLEAF HYDRANGEA	EA	5	\$182.00	\$910.00
15	HENRY'S GARNET VIRGINIA SWEETSPIRE	EA	5	\$151.00	\$755.00
<b>GROUND COVER/PERENNIALS</b>					
16	NORTHERN BLUE FLAG IRIS	EA	459	\$12.47	\$5,723.73
17	BLUE CHIP CREEPING JUNIPER	EA	268	\$9.72	\$2,604.96
18	BIG BLUE LIRIOPE	EA	488	\$9.72	\$4,743.36
19	GROW-LOW SUMAC	EA	313	\$18.07	\$5,655.91
20	BERMUDA SOD	SY	2,500	\$11.70	\$29,250.00
21	GROUND PINE MULCH	SY	650	\$7.90	\$5,135.00
22	SHENANDOAH' SWITCHGRASS SEED; BROADCAST OVERSEED IN NON-PLANTED AREAS	SY	1,006	\$1.39	<del>\$1,400.00</del>

\$1,398.34

\* As shown in the tree staking and strapping details on Sheet C-09, each tree should be secured with 3 wooden stakes (6' ht. min.) and 10 yds of green polypropylene strapping. These quantities and their installation efforts are assumed included in each tree quantity.

**Total: \$98,318.80**



Company Name: Keller Outdoor Inc.

Authorized Bid Rep. Signature: 

Authorized Bid Rep. Title: Chief Operating Officer

CONSTRUCTION PAYMENT BOND

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

CONTRACTOR (*Name and Address*):

---

---

---

OWNER (*Name and Address*):

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

CONSTRUCTION CONTRACT:

Date: \_\_\_\_\_

Amount: \_\_\_\_\_

Description (*Name and location*):

**133 HUNTINGTON ROAD LANDSCAPE INSTALLATION  
DALTON PROJECT NO. PW-2024-SP-188**

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

---

---

---

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*):

---

---

---

OWNER (*Name and Address*):

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

CONSTRUCTION CONTRACT:

Date: \_\_\_\_\_

Amount: \_\_\_\_\_

Description (*Name and location*):

**133 HUNTINGTON ROAD LANDSCAPE INSTALLATION  
DALTON PROJECT NO. PW-2024-SP-188**

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

---

---

---

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 15 day of July, 2024, by  
and between the CITY OF DALTON, GEORGIA, hereinafter called "Owner",  
and Keller Outdoor, Inc.

a contractor doing business as an individual, a partnership, or a corporation\* of the City  
of Chatsworth, County of Murray, 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:

**133 HUNTINGTON ROAD LANDSCAPE INSTALLATION  
DALTON PROJECT NO. PW-2024-SP-188**

hereinafter called the "Project", for the sum of Ninety-Eight Thousand  
Three-Hundred-Eighteen-Dollars Eighty-Cents  
Dollars (\$98,318.80) 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 16 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:

Jessica Keller  
Secretary

By: [Signature] SEAL

[Signature]  
Witness

Chief Operating Officer  
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.

KGRE0188  
EEV/Basic Pilot Program\* User Identification Number

Jim A. Keller  
BY: Authorized Officer or Agent  
(Contractor Name)

6/10/24  
Date

President  
Title of Authorized Officer or Agent of Contractor

Jim A. Keller  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
11 DAY OF JUNE, 2024

Notary Public  
My Commission Expires

KATHY GREEN 6/11/24  
**KATHY HOGAN GREEN**  
**NOTARY PUBLIC**  
**Murray County**  
**State of Georgia**  
**My Comm. Expires March 12, 2025**

\* 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



0200-18



## 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 ( <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
--	-------------

- 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 133 HUNTINGTON ROAD LANDSCAPE INSTALLATION.

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 PLANS TITLED HUNTINGTON ROAD POND DESIGN GENERATED BY **ARCADIS U.S., INC., 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. IF NECESSARY, TRAFFIC CONTROL SHALL BE PERFORMED IN ACCORDANCE WITH PART 6 OF THE 2009 MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS.
6. 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.
7. 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.
8. 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.

9. NOTE: GRASSING COMPLETE SHALL INCLUDE BERMUDA SOD, GROUND PINE MULCH, SHENANDOAH SWITCHGRASS SEED, OR BROADCAST OVERSEED IN NON-PLANTED AREAS, AS SPECIFIED.
10. 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

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 7/15/2024

**Agenda Item:** Level 1-A Pipe Lining Project Contract Award to Federal EC, LLC

**Department:** Public Works

**Requested By:** Chad Townsend

**Reviewed/Approved by City Attorney?** Yes

**Cost:** \$1,129,705.00

**Funding Source if Not in Budget** Bonded Stormwater Capital Projects

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

This request is to award the Level 1-A Pipe Lining Project contract to Federal EC, LLC. Work shall be completed within 180 days following Notice to Proceed.

See attached contract documents for additional information about the scope of services.

This comes with a positive recommendation from the Public Works Committee.

**CITY OF DALTON, GEORGIA**



**CONTRACT DOCUMENTS**

For  
**PROJECT:**

**LEVEL 1-A PIPE LINING PROJECT**  
**DALTON PROJECT NO. PW-BD163-2024**


**CITY OF DALTON PUBLIC WORKS DEPARTMENT**  
**PO BOX 1205**  
**DALTON, GEORGIA 30722**



**The City of Dalton**  
**Public Works Department**  
**REQUEST FOR SEALED COMPETITIVE PROPOSALS – published on 04/19/24**

*Sealed Envelope shall be marked with the following information:*

**“Level 1-A Pipe Lining Project”**

<b>SCHEDULE OF EVENTS</b>	
Mandatory RFP Conference – <b>535 N ELM STREET – DALTON, GA 30721</b>	<b>1:00 PM ET</b> <b>May 9, 2024</b>
Deadline for request for clarifications and questions. Any possible exceptions to the bid specification and/or terms and conditions should be addressed during this time frame. These requests will be answered in an addendum and must be emailed to: <a href="mailto:jcampos@daltonga.gov">jcampos@daltonga.gov</a>	<b>4:00 PM ET</b> <b>May 14, 2024</b>
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>2:00 PM ET</b> <b>May 22, 2024</b>
<b>THIS FORM MUST BE SIGNED AND SUBMITTED TO BE CONSIDERED FOR AWARD</b>	
<b>COMPANY NAME:</b> FEDERAL EC LLC	<b>DATE:</b> 5/21/24
<b>MAILING ADDRESS:</b> 504 Allatoona Hills Drive	<b>PHONE:</b> 770-616-7523
<b>CITY:</b> WOODSTOCK	<b>FAX:</b> N/A
<b>STATE:</b> <b>ZIP:</b> GEORGIA                      30189	<b>SSN OR FEDERAL TAX ID:</b> 81-0890058
<b>EMAIL:</b> <a href="mailto:jraymer@federalec.com">jraymer@federalec.com</a>	<b>TITLE OF AUTHORIZED REPRESENTATIVE:</b> GM
<b>PRINTED NAME:</b> JONATHAN RAYMER PE	<b>AUTHORIZED SIGNATURE:</b> 

\*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 an acknowledgement of all applicable addenda (on the included form) with their solicitation. Offerors should not expect to be individually notified by the City of Dalton.

TABLE OF CONTENTS

Level 1-A Pipe Lining Project

Division 0 – Bid Requirements

00010	Request for Proposals .....	3
00020	Instructions to Proposers.....	5
00030	Proposal Form.....	7
00040	Bid Bond.....	9
00050	E-Verify Affidavit .....	11
00060	Reference .....	12
00070	Project Location Overview Exhibit ‘A’ .....	14
00080	Culvert Detail Summary Sheet Exhibit ‘B’ .....	15
00090	Off Right of Way Locations Permitted Working Areas...	16
00100	Mandatory Price Proposal Form .....	17
00110	Proposal Checklist .....	18
00120	Package Label.....	18
00130	Proposal Scoring Sheet.....	20



---

**SECTION 00010: Request for Proposals**

**NAME OF PROJECT: “Level 1-A Pipe Lining Project”**

**NAME OF OWNER: THE CITY OF DALTON, GEORGIA**

THE CITY OF DALTON (the “City”), pursuant to the provisions of O.C.G.A. § 36-91-1, *et. seq.* herein seeks sealed competitive Proposals from Contractors for the construction of the: “**Level 1-A Pipe Lining Project**”, residing at various locations within the City.

The requirements for the construction of the Project, and the duties and responsibilities of the contractor whose Proposal is accepted, are set forth in the Request for Proposals issued by the City. Contractors interested in submitting Proposals must obtain Request for Proposals (RFP) on City’s website <https://www.daltonga.gov/rfps>.

Jorge Campos, the Public Works Project Engineer will be the contact person for questions. **The official plan holders list will encompass only those in attendance that provide their company’s information on the sign-in sheet for the mandatory pre-RFP meeting which will be held on Thursday, May 9<sup>th</sup>, 2024 at 1:00 PM ET.**

Included in the RFP packet will be Instructions to Proposers, and Proposal Form, Price which must be fully completed and submitted along with Bid Bond and Executed E-Verify affidavit. Proposals not including executed E-Verify affidavit or Bid Bond will be automatically rejected. The Contract Documents require, among other things, the furnishing of all materials, labor, and equipment for the construction of the Project. The City reserves the right to make available other relevant documents or information concerning the Project.

Any Proposal submitted in response to this Request should comply strictly with all requirements set forth in the Instructions to Proposers. Any such Proposal must contain the completed Proposal Form setting forth the contractor’s proposed lump sum contract price for full and complete construction of the Project in conformity with all requirements of this RFP. When a proposal lump sum exceeds \$100,000 then the proposal must include a fully executed Bid Bond in the amount of five percent (5%) of the proposed lump sum contract price and performance bonds.

Any Contractor that intends to submit a proposal must complete the City of Dalton Vendor Packet and be an approved active Vendor with the City. Applications can be obtained from the Finance Department or online at

<https://www.daltonga.gov/finance/page/vendor-packets>

For any work requiring a specialty or professional license, only licensed subcontractors may be submitted for consideration, and copies of all applicable licenses shall be attached to the Contractor’s proposal.

In evaluating Proposals, the City may seek additional information from any contractor concerning such contractor’s Proposal or its qualifications to construct the Project. The City reserves the right to short-list and interview Contractors to obtain further information on the proposed products or qualifications.

The City intends to award the construction contract to the responsible and responsive contractor whose Proposal is determined in writing to be the most advantageous according to the following evaluation factors which are listed in below:

1. Proposed Price & Method – 35
2. Project Timeline - 15
3. Completeness of proposal- 25
4. Reputation and reliability of contractor -25

All Proposals must include the label on the last page of this document on the front of their RFP package. This label must be affixed to the outside of the envelope or package. Failure to attach the label may result in your Proposal being opened in error or not routed to the proper location for consideration. No RFP will be accepted after the date and time specified. The document should be received by the City of Dalton Finance Department located at 300 West Waugh Street, Dalton, Georgia 30720 no later than May 22<sup>nd</sup>, 2024 at 2:00 PM ET.

A total of 2 copies of the RFP are required. At the discretion of the City, and in conformity with the applicable provisions of Georgia Law, the City may afford contractors an opportunity for subsequent discussion, negotiation, and revision of Proposals. The City reserves the right to reject any or all Proposals and to waive any technicalities or formalities. Incomplete proposals will not be considered by the City.

Contractors are responsible for ensuring Proposals comply with Georgia law, including but not limited to all state and local laws, rules, regulations, ordinances, and policies. Any Proposal must include an affidavit meeting all requirements of O.C.G.A. § 13-10-91 verifying compliance with the applicable Federal work authorization program. The form for such an affidavit is attached as an exhibit to the Instructions to Proposers.

Any Proposal submitted in response to this Request shall remain open for acceptance by the City, and same shall be honored by the contractor, for a period of sixty (60) days from the date set forth hereinabove for the receipt of Proposals. Any questions or comments concerning this Request for Proposals should be addressed in writing to The City of Dalton Finance Department, 300 West Waugh Street, Dalton, GA 30720.

---

**SECTION 00020: INSTRUCTIONS TO PROPOSERS / SCOPE OF WORK**

**NAME OF PROJECT: “Level 1-A Pipe Lining Project”**

**NAME OF OWNER: THE CITY OF DALTON, GEORGIA**

The City, through its Public Works Department, wishes to restore deteriorated segments of existing stormwater culverts of varying sizes at various locations throughout the City. The City is requesting proposals from reputable contractors to restore in-situ, culverts specified within the proposal packet. Qualified contractors are to provide detailed restoration methods for each pipe diameter listed in the proposal form. Restoration methods are requested to provide as close to the comparable hydraulic conditions as possible of each culvert size/type, incorporate structural repairs if determined necessary, and extend the serviceable lifespan comparable to that of newly-constructed concrete culvert systems. Contractor shall be required to account for structural needs to provide sufficient strength for vehicular loadings for culverts spanning underneath roads, depth of cover constraints as provided in enclosed exhibits, and any additional factors determined appropriate by the Contractor. The City is relying on the proven experience of Contractors to determine additional parameters required, and provide as much explanation pertaining to the proposed approach as possible for consideration of the proposal. The total length of pipe lining is approximately 3,100 LF of corrugated metal & reinforced concrete pipes of varying dimensions. See Exhibit A and Exhibit B for more detailed information.

Scope:

1. Bypass Pumping of Work Area – (If Determined to be Needed by Contractor)
2. Clean / Prep Existing Pipe as Needed
3. Re-establish Pipe Invert as Needed – Include Detailed Invert Restoration Plan (If Determined to be Needed by Contractor)
4. Install Full Circumference In-Situ Pipe Lining
5. Post Construction CCTV Inspection

Before submitting, the Contractor shall be responsible for reviewing the RFP and Specifications and visiting the work locations. Each Contractor shall fully inform themselves as to all existing conditions and limitations under which the work is to be performed and shall include in the proposal a total sum to cover all costs of materials and labor to perform the work as set forth in the RFP and Specifications.

The Contractor, in undertaking the work under this contract, shall have visited all locations, and have taken into consideration all conditions that might affect his work. No consideration will be given to any claim based on a lack of knowledge of existing conditions, except where the Contract Documents make definite provisions for adjustment of cost or extension of time due to existing conditions that cannot be readily ascertained (unforeseen conditions).

**Installer's Qualifications:**

The Contractor's proposal shall include the qualifications of its installer. Include a minimum of three similar installations for each method proposed. Provide three Owner references. The proposal shall also include the installer's certifications from the manufacturer and professional associations.

**Warranty:**

The Contractor's proposal shall include the proposed manufacturer's warranty along with any information/pricing on available extended warranties. Include a detailed description of the Owner's responsibilities or obligations throughout the warranty period. The proposal shall include the history of warranty issues and or recalls and how these have been addressed.

**Lump Sum Price and Methodology:**

On the attached proposal form, provide the lump sum price and prices per area of request. The pricing for any additional warranties/maintenance programs shall be offered under a separate form within the Contractor's proposal. Contractor shall provide as much detail as possible to demonstrate knowledge of execution of the restoration, and provide as much detail regarding safety measures that will be implemented throughout the course of construction to ensure the safety of all persons involved within the restoration process. Methodology also includes details pertaining to material type, strength properties, detailed bypass pumping plan (if warranted), and any supplemental details pertaining to minimizing impacts to daily traffic conditions through the life of the project. All bypass pumping shall be performed in accordance to applicable state and local environmental rules and regulations. It is at the Contractors discretion towards determining if bypass pumping is warranted for either foreseen, or unforeseen conditions. Proposal pricing submitted shall be accounting for any bypass pumping through the life of the project. Proposals with restoration designs encompassing a Structural Professional Engineer's stamp are not required, but will be considered in the proposal scoring of "Completeness of Proposal". The use of any national-or-State of Georgia standard specifications if available for the application / design approach of the proposed rehabilitation method is recommended, and will be considered in the proposal scoring of "Completeness of Proposal". It is recommended to provide as much context as possible regarding the design proposed to complete the project. The City's intent is not to require pipe corrugations to be filled if any proposer determines it to not be necessary to meet the structural strength needs determined by the proposer that also meets the objectives specified within all published documents by the City for the project. Traffic control shall meet the requirements of the 2009 Manual of Uniform Traffic Control Devices for Streets and Highways and special provision section 150-Traffic Control of GDOT specifications.

**Contractor Schedule:**

Contractors should provide a timeline of proposed work to begin and end with as much detail as possible. The set project duration for the awarded Contractor shall be assumed to be the project duration listed in the sealed proposal submission unless otherwise stated in contract documents.

**Form of Agreement:**

The successful proposer will enter into a contract with the City of Dalton for the project.

---

**SECTION: 00030 PROPOSAL FORM**

**NAME OF PROJECT:** “Level 1-A Pipe Lining Project”

**NAME OF OWNER:** THE CITY OF DALTON, GEORGIA

**NAME OF PROPOSED CONTRACTOR:** FEDERAL EC LLC 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: “Level 1-A Pipe Lining Project” with culverts located along various City streets. This Proposal is submitted in response to the City’s Request for Proposals dated 04/19/2024.

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.

The Contractor submits herewith its duly executed affidavit in accordance with the applicable Federal work authorization program. The 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.

**Base Proposal**

The Contractor proposes to properly install in-situ pipe lining at a thickness to be specified by Contractor based on existing conditions and all contributing factors as determined by the Contractor. Proposal shall be 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, for the lump sum contract price of:

\$ 1,129,705

---

The contractor must include a price sheet that is included at the end of the document with their submitted package. Said lump sum contract price is allocated, in its entirety, to the following elements of the work:

Attached hereto, and incorporated herein as part of this Proposal, Contractor submits the contractor’s qualifications and proposal. The contractor must include a scope sheet outlining bypass pumping plan (if required), pipe invert restoration plan, proposed in-situ lining method including thickness and material specification sheet(s). The 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 their order of relative importance, as set forth in the above-referenced Request for Proposals. Contractor acknowledges that the City may rely upon the truthfulness and accuracy of such documentation and information.



The Contractor proposes and agrees to commence actual construction (i.e., physical work) on site with adequate management, labor, materials and equipment within twenty-one (21) calendar 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 lump sum 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:  [SEAL]

Witness:  [SEAL]

Sworn and subscribed to before me this 21 day of MAY, 2024.

NOTARY PUBLIC: 

Commission Expirations: July 16, 2024



**SECTION 00040 – BID BOND**

**NAME OF PROJECT:** "Level 1-A Pipe Lining Project"

**NAME OF OWNER:** THE CITY OF DALTON, GEORGIA

**NAME OF PROPOSED CONTRACTOR:**

FEDERAL EC LLC

(THE "CONTRACTOR")

**KNOW ALL MEN BY THESE PRESENTS that**

Great Midwest Insurance Company

as Surety (the "Surety"), and Federal EC, LLC, as

Principal (the "Contractor") are held and firmly bound unto the City of Dalton, Georgia (the "City"), pursuant to the terms and conditions of this Bond (the "Bid Bond") as set forth herein:

**WHEREAS**, the Contractor, in response to a Request for Proposals issued by the City, has submitted its Proposal for the construction by Contractor of the: "Level 1-A Pipe Lining Project"

**NOW, THEREFORE**, the condition of this obligation is such that if the City accepts the Proposal of the Contractor as submitted, or as revised or negotiated in accordance with the provisions of O.C.G.A. § 36-91-21(c)(2), and

- (a) The Contractor timely executes the Agreement between the City and Contractor (the "Agreement") as provided by the City and as included in the Contract Documents; and,
- (b) The Contractor furnishes to the City fully executed Payment and Performance Bonds as required by the Agreement, then this obligation shall be void; otherwise, the Surety and the Contractor, shall be jointly and severally liable to the City, and shall make payment to the City, in the amount of five percent (5%) of the lump sum contract price (exclusive of any pricing for Alternates or unit prices) as set forth in the Proposal of the Contractor.

The Contractor agrees that the amount of this Bid Bond as set forth hereinabove constitutes a proper and lawful sum for liquidated damages which the City will sustain in the event Contractor fails or refuses to execute the Agreement or fails or refuses to furnish the required Payment and Performance Bonds.

The Surety shall cause to be attached to this Bid Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of the Surety to execute and deliver same.

This Bid Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bid Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bid Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bid Bond that is not in conflict therewith shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this Bid Bond to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this 20th day of May, 2024.

[CONTRACTOR: Federal EC, LLC]

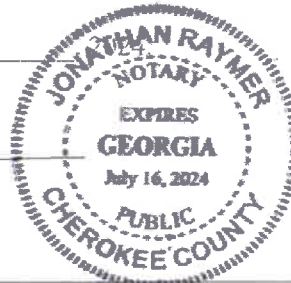
By: [Signature] [SEAL]

Witness: [Signature] [SEAL]

Sworn and subscribed to before me this 20th day of May

NOTARY PUBLIC: [Signature]

Commission Expirations: July 15, 2024



[NAME OF SURETY: Great Midwest Insurance Company]

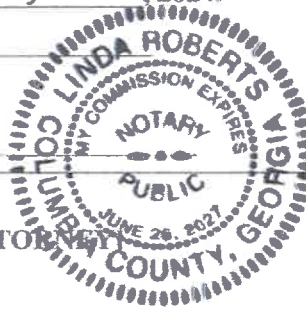
By: [Signature] [SEAL]  
Edward Mooney, Attorney-In-Fact

Witness: [Signature] [SEAL]  
Haey Rhoads

Sworn and subscribed to before me this 20th day of May, 2024.

NOTARY PUBLIC: [Signature]  
Linda Roberts

Commission Expirations: June 26, 2027



[ATTACH PROPERLY EXECUTED POWER OF ATTORNEY]



**POWER OF ATTORNEY**  
**Great Midwest Insurance Company**

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: Sarah Hancock, Edward Mooney, Annette Wisong, Joseph R. Williams, Angela D. Ramsey, Rebecca E. Howard, Tiffany Soto, Linda Adams Roberts, Haley Rhoads

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1<sup>st</sup> day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Twenty-Five Million dollars (\$25,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

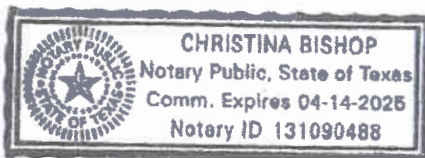


**GREAT MIDWEST INSURANCE COMPANY**

BY Mark W. Haushill  
Mark W. Haushill  
President

**ACKNOWLEDGEMENT**

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop  
Christina Bishop  
Notary Public

**CERTIFICATE**

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 20th Day of May, 2024.



BY Leslie K. Shaunty  
Leslie K. Shaunty  
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**SECTION 00050 E-VERIFY AFFIDAVIT**

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.

MICHELLE RAYMER  
BY: Authorized Officer or Agent  
Federal EC LLC

5/21/24  
Date

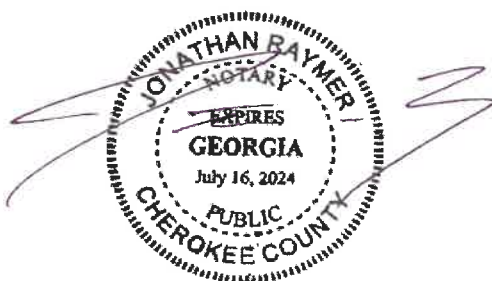
5/2/19  
Authorization Date for EEV Program  
1293669  
Employment Eligibility (EEV) #

Contractor Name  
PRESIDENT  
Title of Authorized Officer or Agent of Contractor  
MICHELLE RAYMER

Printed Name of Authorized Officer or  
Agent Sworn to and subscribed before me  
This 21 day of MAY, 20 24  
Jonathan Raymer  
Notary Public

My Commission Expires: 7/16/24

\*MUST BE NOTARIZED



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

**SECTION 00060 REFERENCE**

Authorized Representative's Signature: 

**PIPE LINING INSTALLATION REFERENCES**

**Must list references of three similar projects and site contact information**

Project #1

Restoration Method(s) Utilized: CURED IN PLACE PIPE / CENTRIFUGALLY CAST CONCRETE PIPE

Owner Name: The City of Roswell

Address: 38 HILL STREET

City: ROSWELL State: GA Zip Code: 30075

Contact Person: John Sarock

Phone Number: 678-898-8184

Date of Installation: Multiple Stormwater Projects from 2020 to 2024

Project #2

Restoration Method(s) Utilized: CURED IN PLACE PIPE / CENTRIFUGALLY CAST CONCRETE PIPE

Owner Name: The City of Marietta

Address: 268 LAWRENCE STREET

City: MARIETTA State: GA Zip Code: 30060

Contact Person: Richard Stokes

Phone Number: 404-886-2767

Date of Installation: Multiple Stormwater Projects from 2022 to 2024

Project #3

Restoration Method(s) Utilized: CURED IN PLACE PIPE / CENTRIFUGALLY CAST CONCRETE PIPE

Owner Name: The City of Johns Creek

Address: 11360 LAKE FIELD DRIVE

City: JOHNS CREEK State: GA Zip Code: 30097

Contact Person: Roman Carey

Phone Number: 678-512-3259

Date of Installation: Multiple Stormwater Projects from 2021 to 2024

Project #4

Restoration Method(s) Utilized: CURED IN PLACE PIPE / CENTRIFUGALLY CAST CONCRETE PIPE

Owner Name: The City of Dunwoody

Address: 4800 ASHFORD DUNWOODY ROAD

City: DUNWOODY State: GA Zip Code: 30338

Contact Person: Carl Thomas

Phone Number:

Date of Installation: Multiple Stormwater Projects from 2021 to 2024

Project #5

Restoration Method(s) Utilized: CURED IN PLACE PIPE / CENTRIFUGALLY CAST CONCRETE PIPE

Owner Name: The Community of Whitewater (AQUASCAPES)

Address: 605-B MAULDIN DRIVE

City: WOODSTOCK State: GA Zip Code: 30188

Contact Person: Jeremy Brown

Phone Number: 678-201-2387

Date of Installation: Multiple Stormwater Projects from 2020 to 2024

Project #6

Restoration Method(s) Utilized: CURED IN PLACE PIPE / CENTRIFUGALLY CAST CONCRETE PIPE

Owner Name: The City of Smyrna

Address: 2190 ATLANTA ROAD SE

City: SMYRNA State: GA Zip Code: 30080

Contact Person: Bo Jones

Phone Number: 678-758-4353

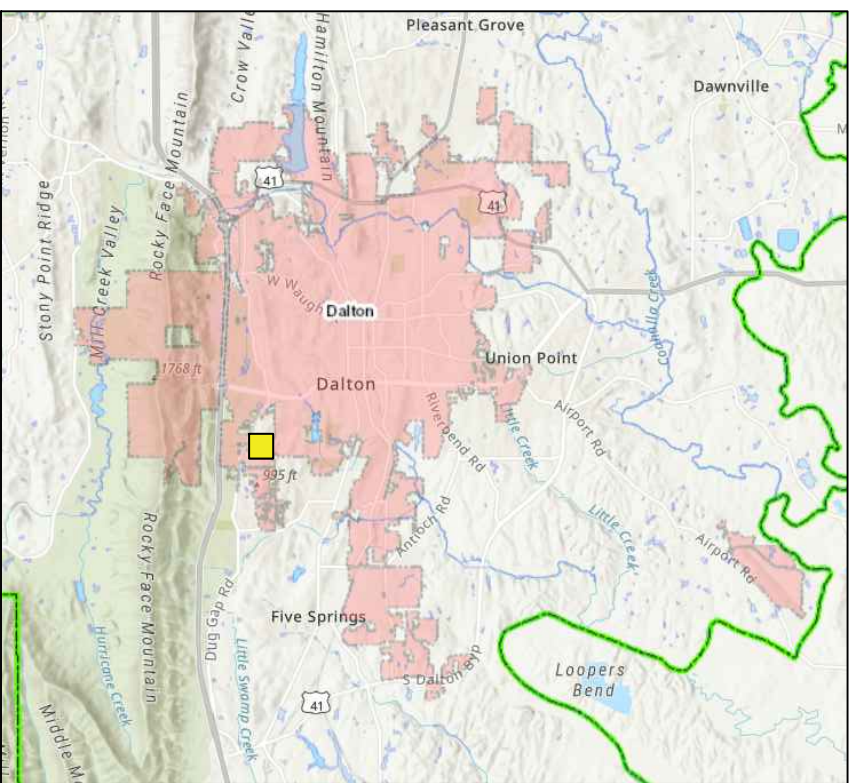
Date of Installation: Multiple Stormwater Projects from 2021 to 2024















**SECTION 00070 PROJECT LIMITS**

**EXHIBIT A**

**Culvert Location Overview**

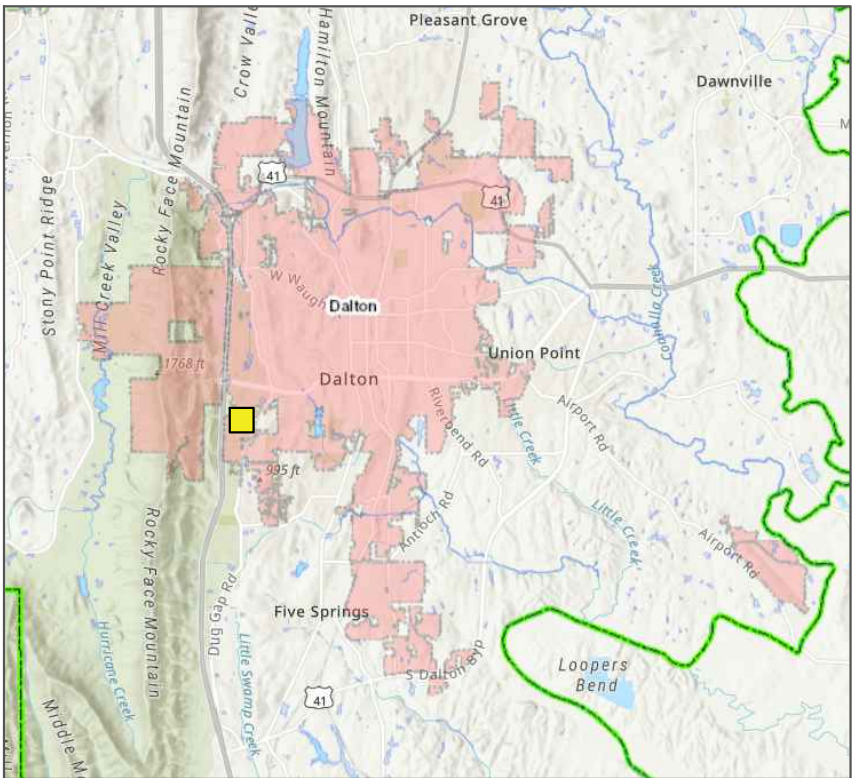
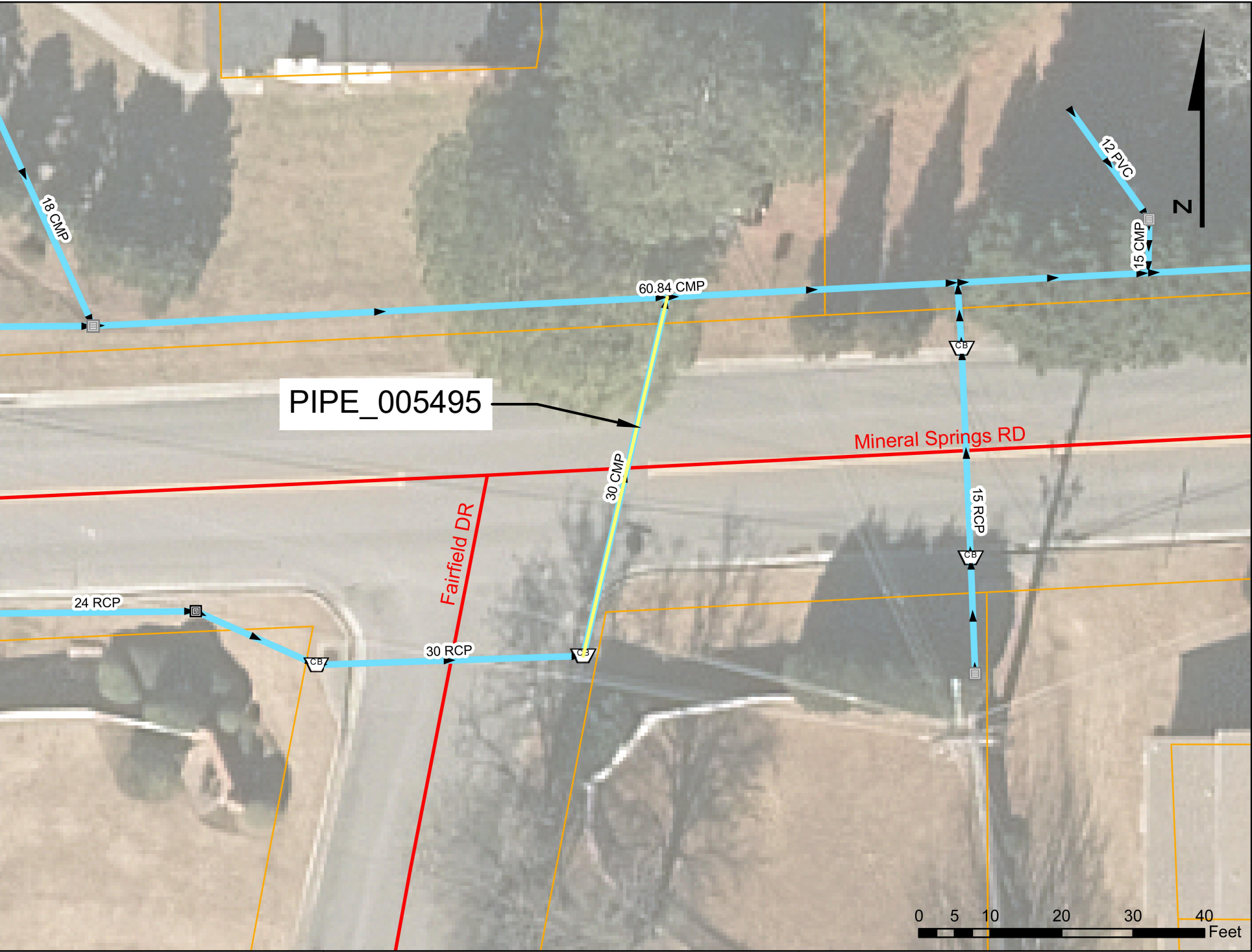


 County Road	 US Highway	<b>Pipes</b>	 Elliptical
 City Street	 Interstate	<b>PIPE_TYPE</b>	 Round
 State Highway	 Other	 Arch	 N/A
		 Box Culvert	 Other



<b>Pipe ID</b> Pipe_005449	<b>Pipe Height</b> 18 in	<b>Pipe Length</b> 39.36 LF
<b>Nearest Address</b> 1704 Oakmont Drive	<b>Material</b> CMP	<b>Pipe Classification</b> 1A - Flexible
<b>City of Dalton Public Works Department</b> <b>Appendix A</b> <b>In-Situ Lining Bid Item Location Overview</b>		<b>FIGURE</b>  1





Legend

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

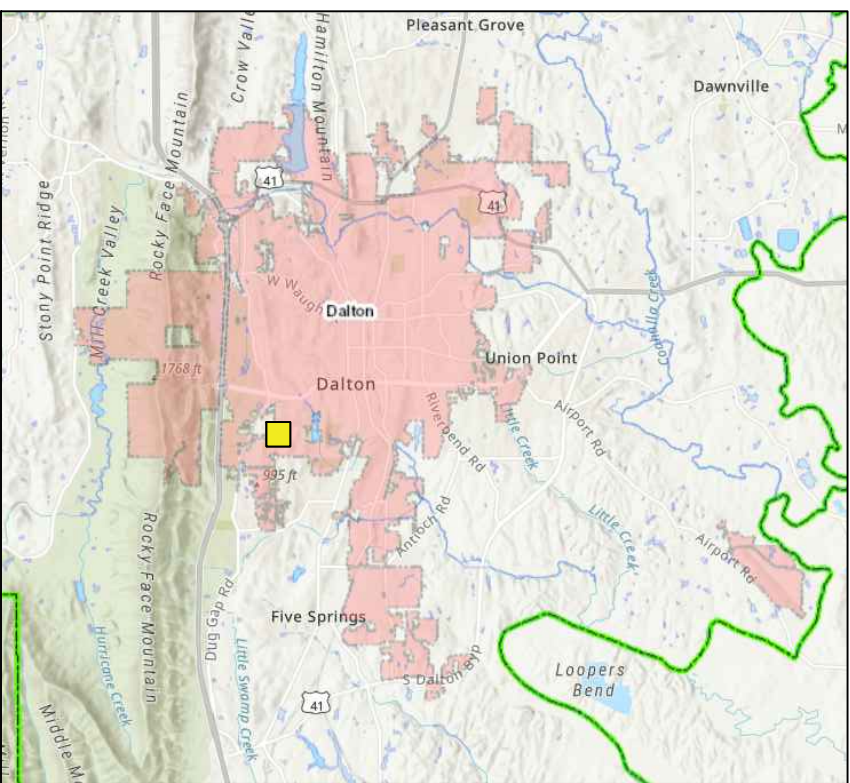


<b>Pipe ID</b> Pipe_005495	<b>Pipe Height</b> 30 in	<b>Pipe Length</b> 51.66 LF
<b>Nearest Address</b> 410 Lesley Drive	<b>Material</b> CMP	<b>Pipe Classification</b> 1A - Flexible
<b>City of Dalton Public Works Department</b> Appendix A In-Situ Lining Bid Item Location Overview		<b>FIGURE</b> 2









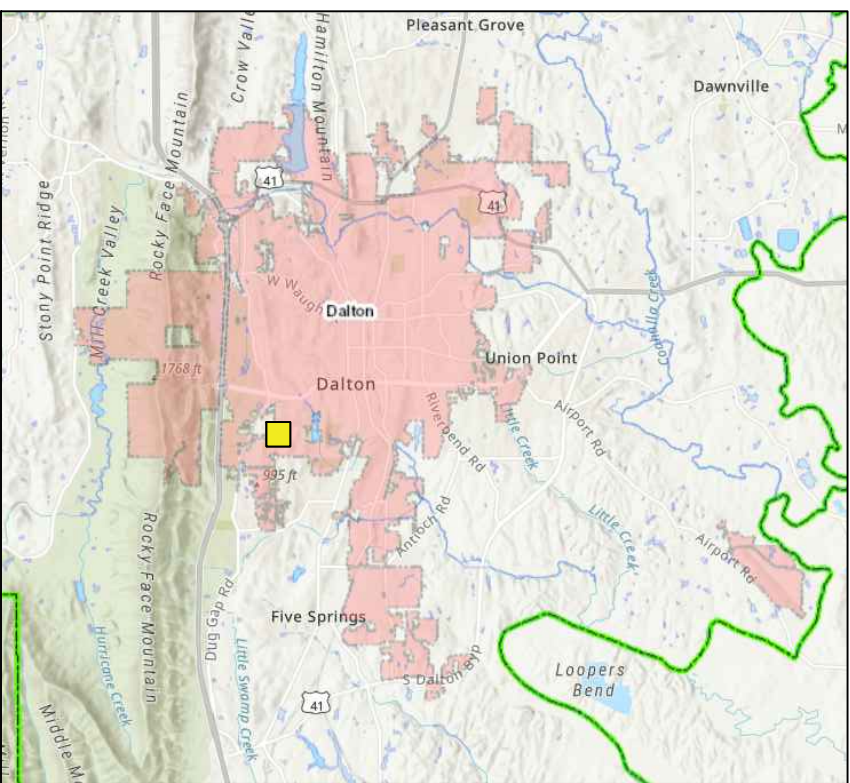
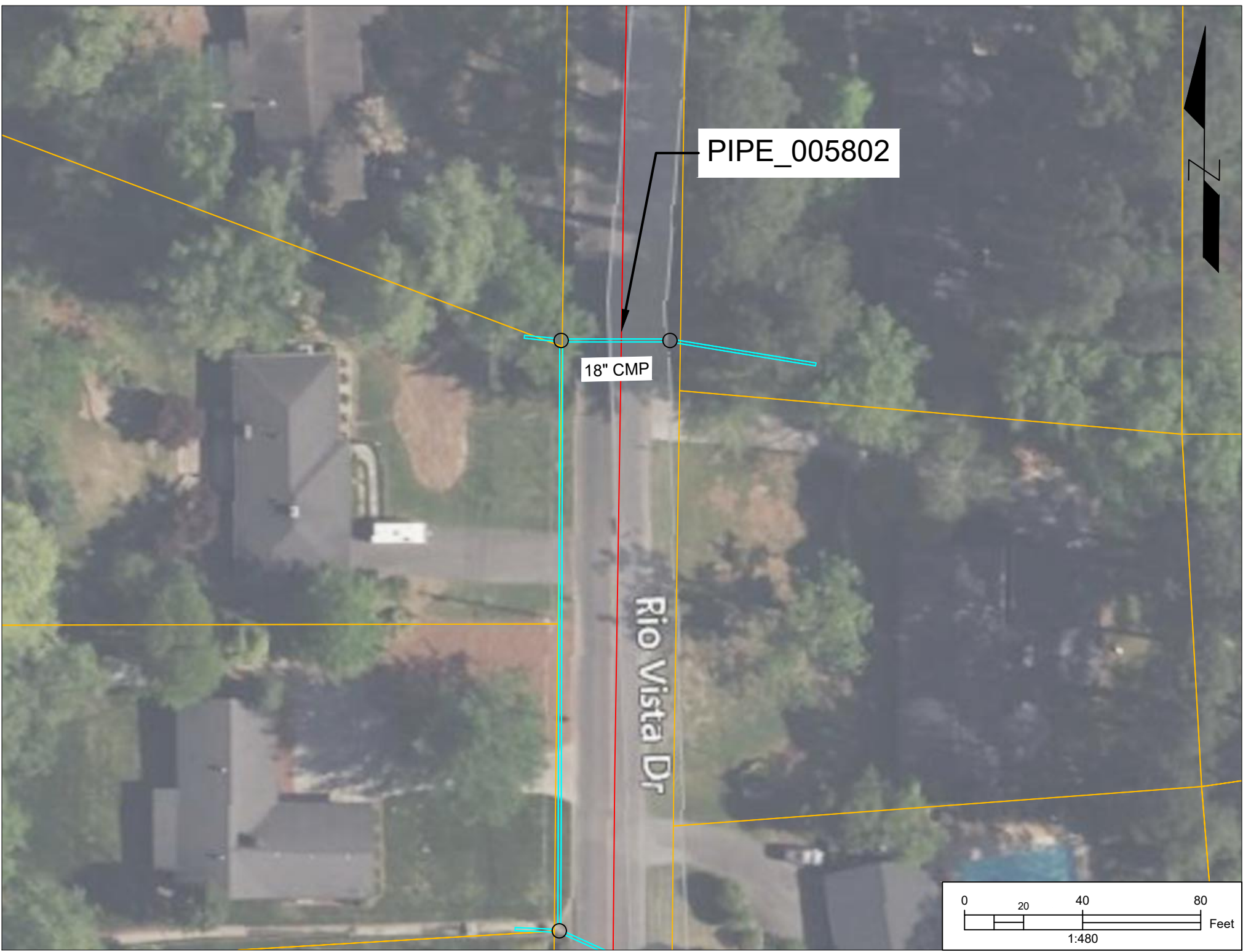
**Legend**

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















<b>Pipe ID</b> Pipe_005800	<b>Pipe Height</b> 18 in	<b>Pipe Length</b> 190 LF
<b>Nearest Address</b> 1506 Rio Vista Drive	<b>Material</b> CMP	<b>Pipe Classification</b> 3A - Flexible
<b>City of Dalton Public Works Department</b> <b>Appendix A</b> <b>In-Situ Lining Bid Item Location Overview</b>		<b>FIGURE</b> 4





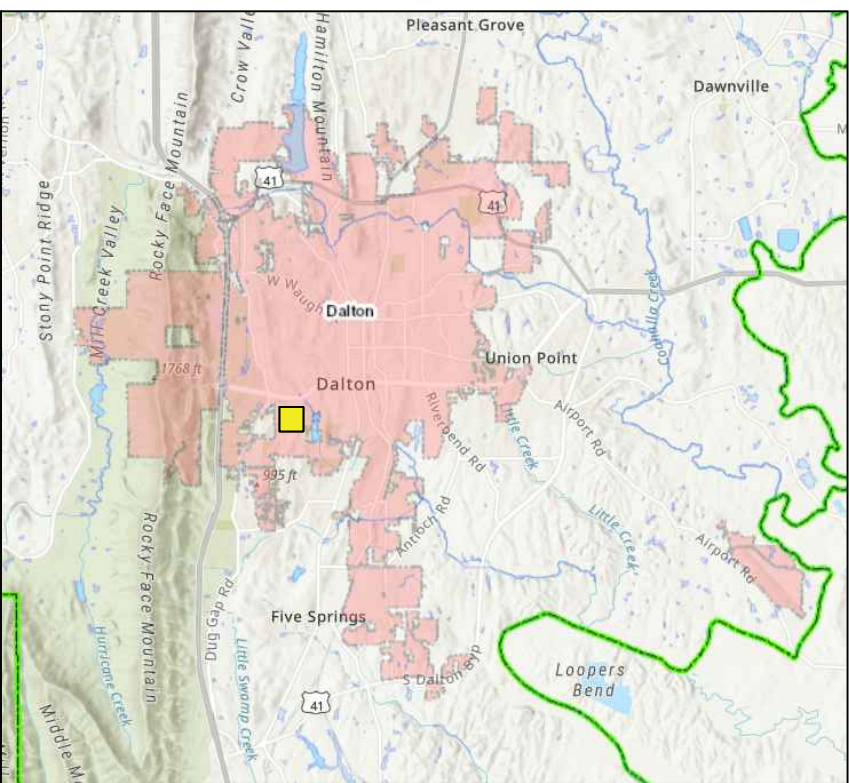
**Legend**

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



<b>Pipe ID</b> Pipe_005802	<b>Pipe Height</b> 18 in	<b>Pipe Length</b> 27 LF
<b>Nearest Address</b> 1504 Rio Vista Drive	<b>Material</b> CMP	<b>Pipe Classification</b> 3A - Flexible
<b>City of Dalton Public Works Department</b> Appendix A In-Situ Lining Bid Item Location Overview		<b>FIGURE</b> 5





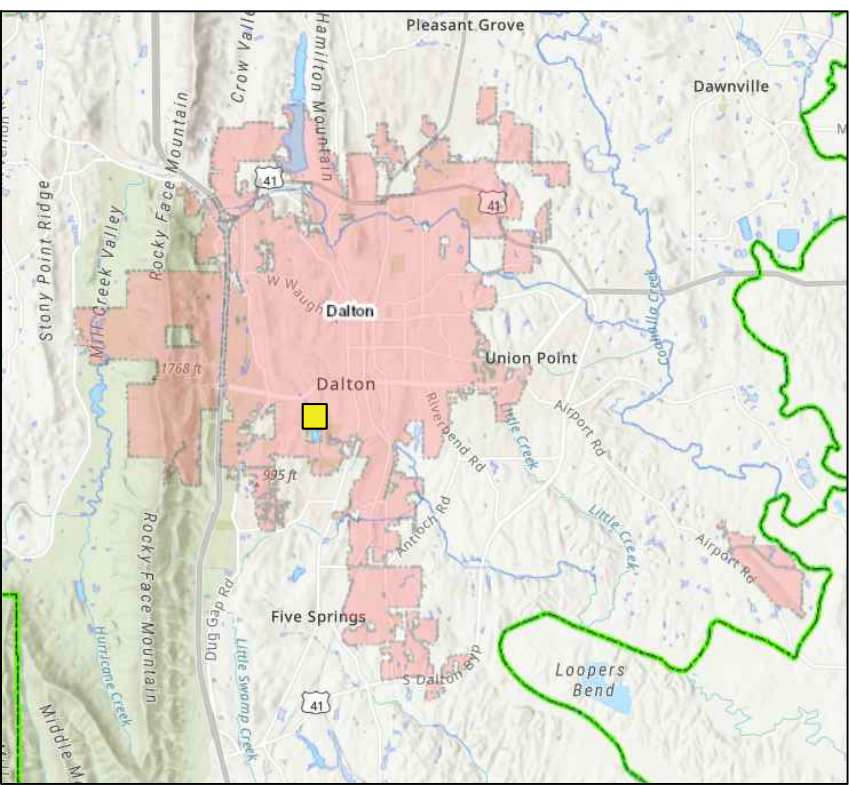
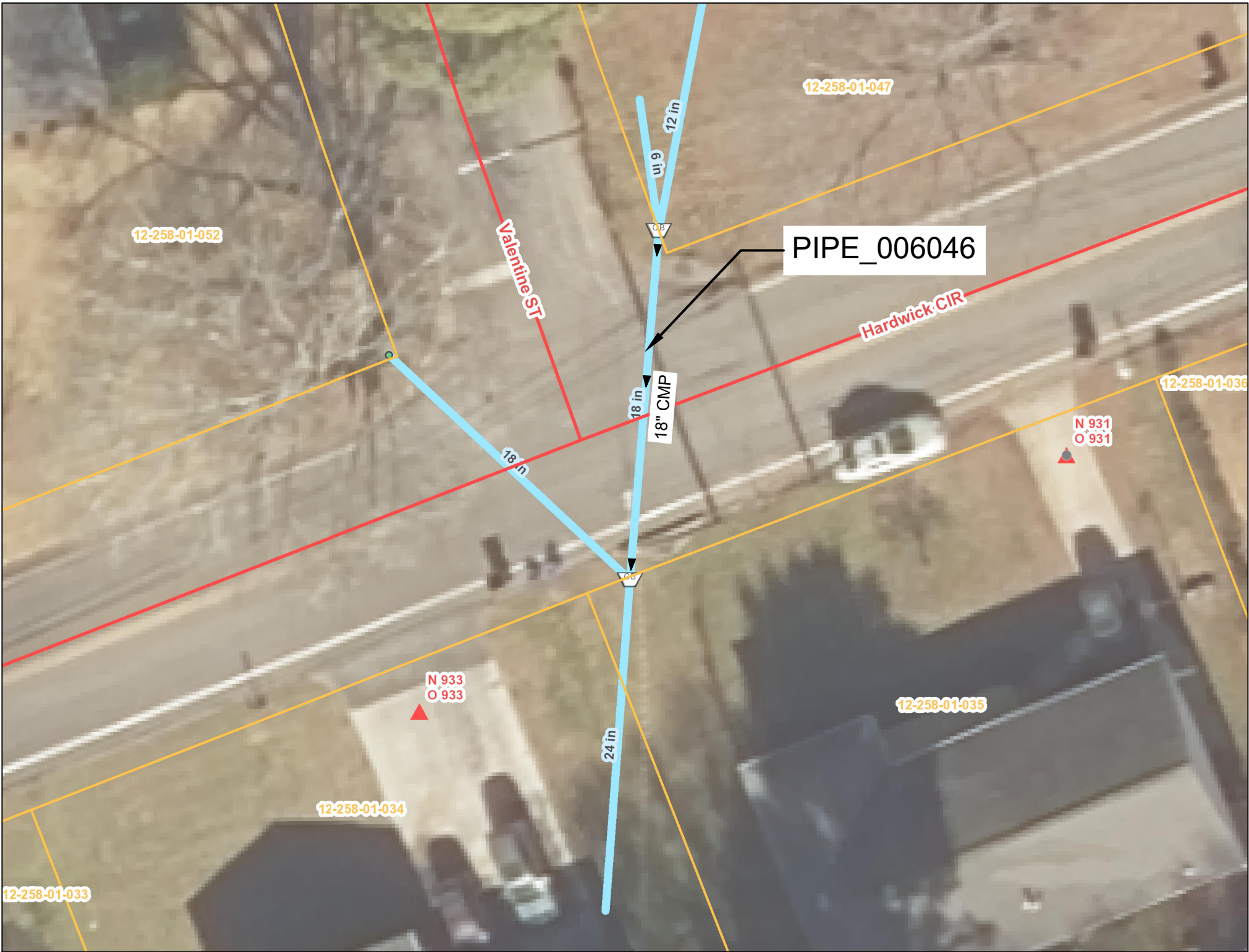
Legend

	County Road		US Highway	<b>Pipes</b>		Elliptical
	City Street		Interstate	<b>PIPE_TYPE</b>		Round
	State Highway		Other			N/A
						Other



<b>Pipe ID</b> Pipe_005805	<b>Pipe Height</b> 18 in	<b>Pipe Length</b> 38.51 LF
<b>Nearest Address</b> 1500 Elaine Way	<b>Material</b> CMP	<b>Pipe Classification</b> 1A - Flexible
<b>City of Dalton Public Works Department</b> <b>Appendix A</b> <b>In-Situ Lining Bid Item Location Overview</b>		<b>FIGURE</b> 6





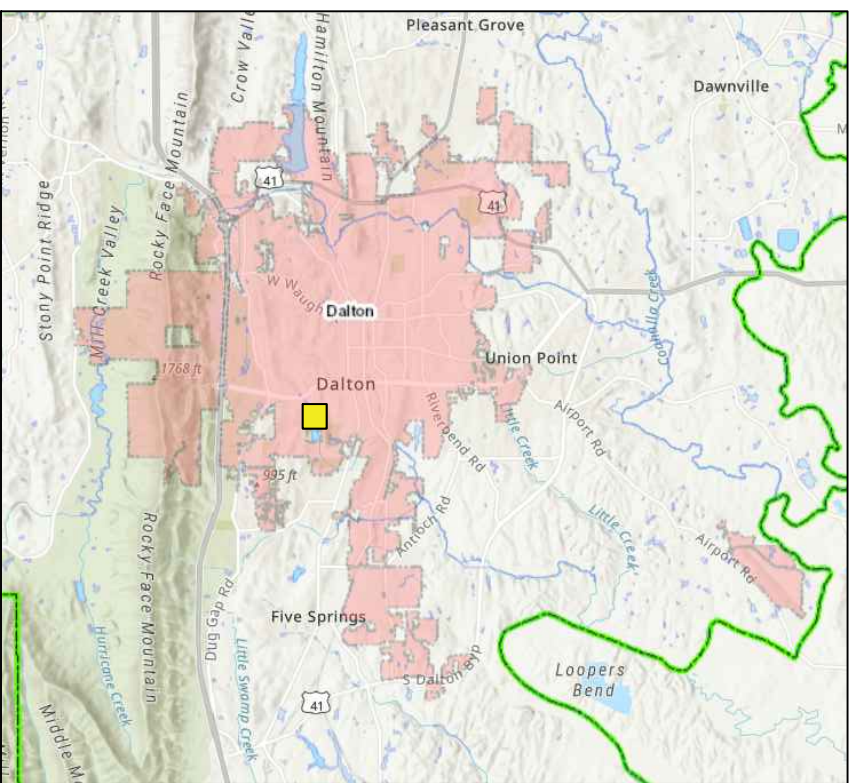
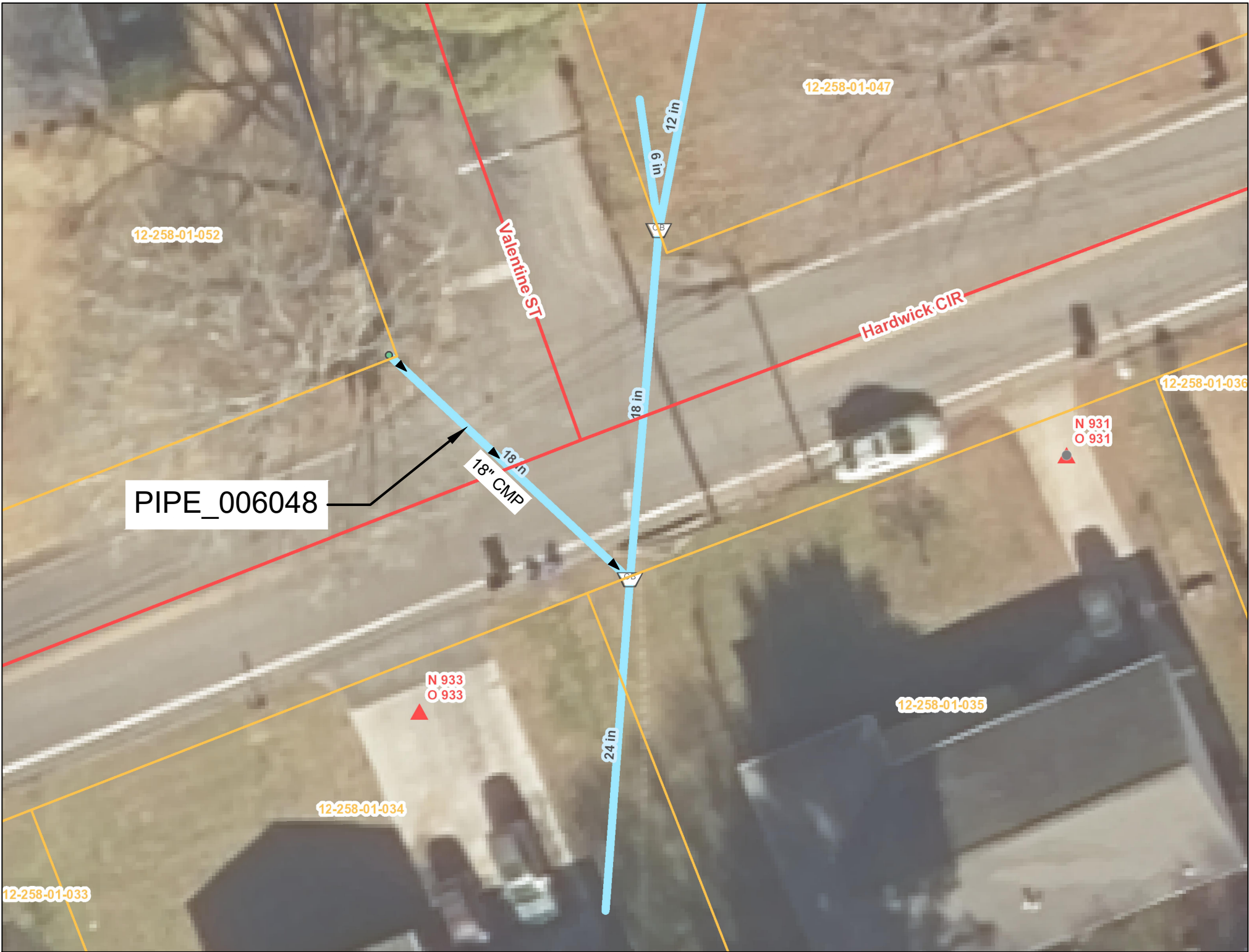
**Legend**

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



<b>Pipe ID</b> Pipe_006046	<b>Pipe Height</b> 18 in	<b>Pipe Length</b> 48.32 LF
<b>Nearest Address</b> 931 Hardwick Circle	<b>Material</b> CMP	<b>Pipe Classification</b> 1A - Flexible
<b>City of Dalton Public Works Department</b> <b>Appendix A</b> <b>In-Situ Lining Bid Item Location Overview</b>		<b>FIGURE</b>  7





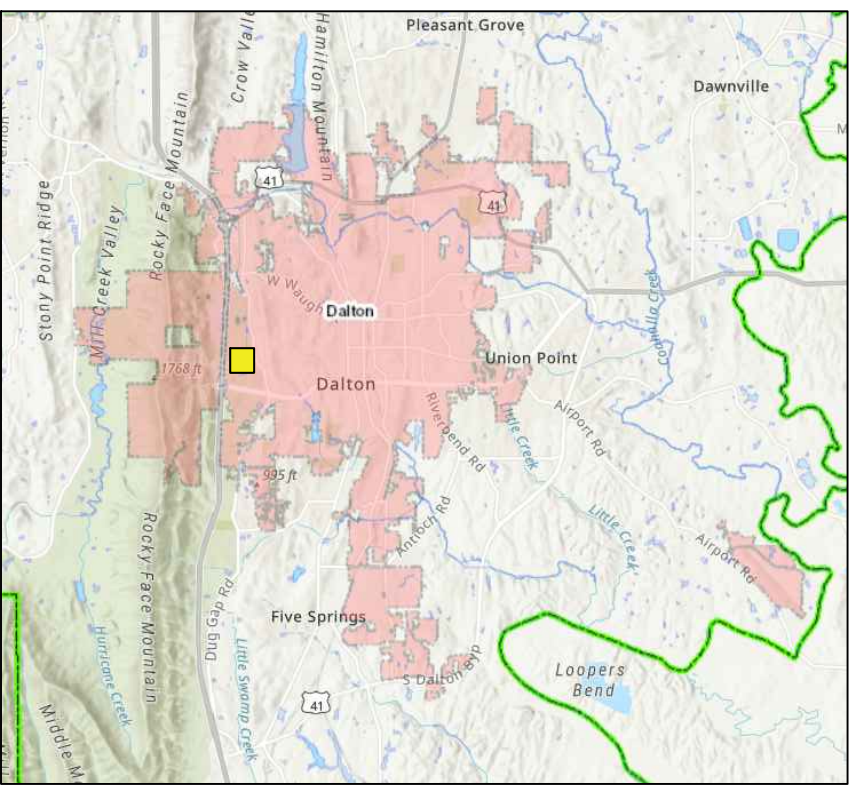
Legend

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















<b>Pipe ID</b> Pipe_006048	<b>Pipe Height</b> 18 in	<b>Pipe Length</b> 45.54 LF
<b>Nearest Address</b> 931 Hardwick Circle	<b>Material</b> CMP	<b>Pipe Classification</b> 1A - Flexible
<b>City of Dalton Public Works Department</b> Appendix A In-Situ Lining Bid Item Location Overview		<b>FIGURE</b> 8





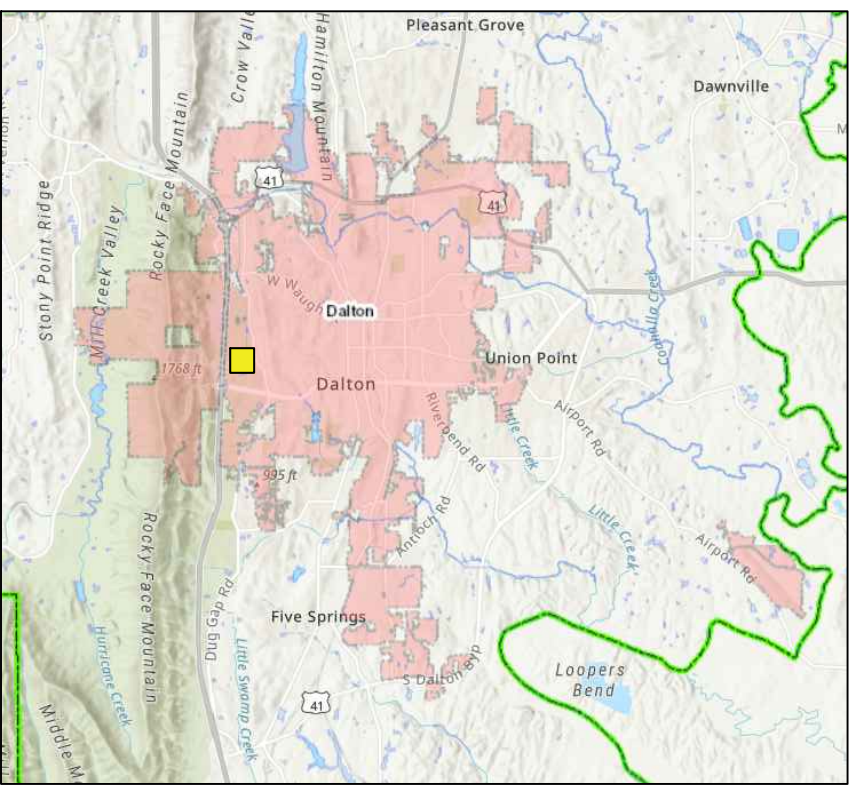
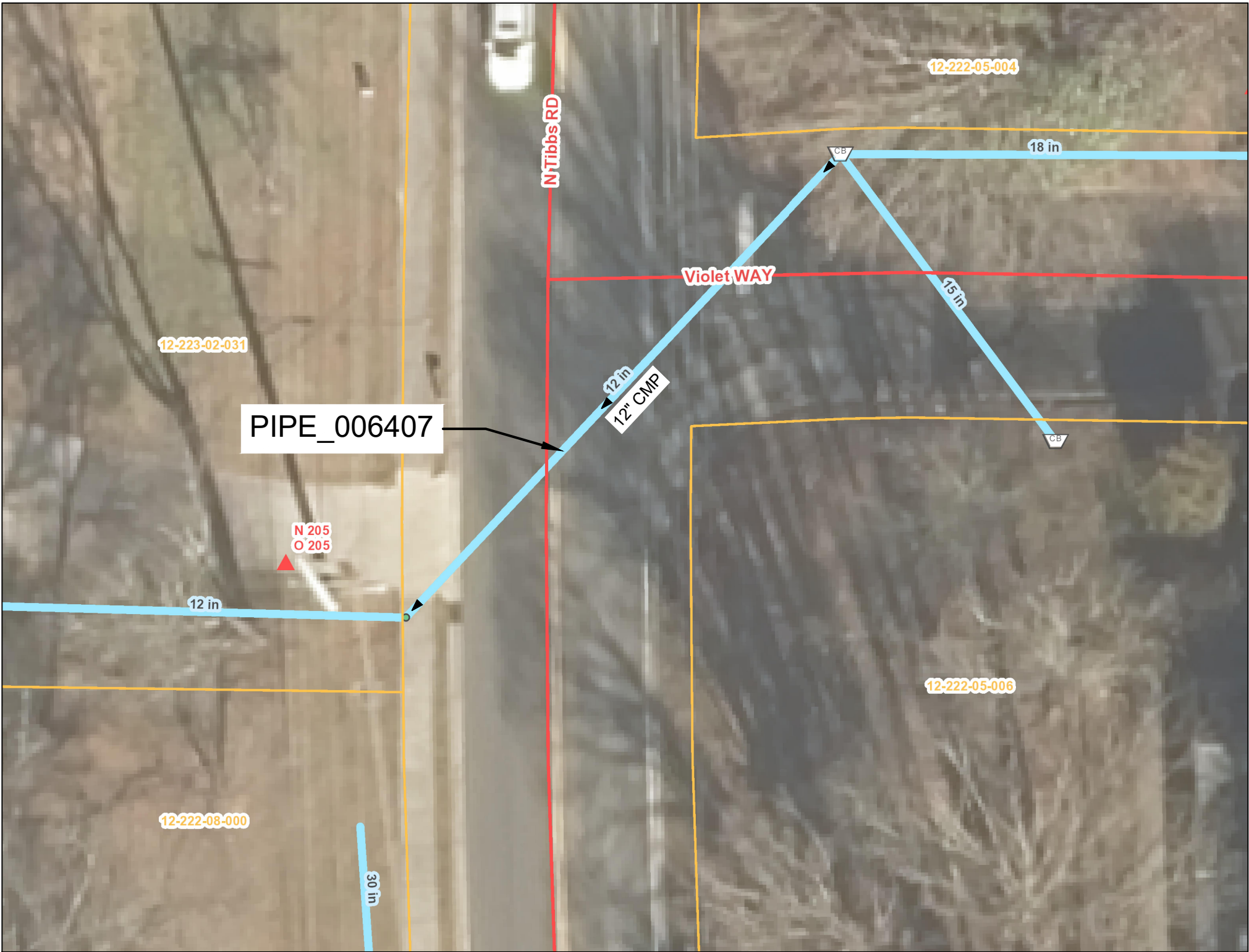
**Legend**

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















<b>Pipe ID</b> Pipe_006406	<b>Pipe Height</b> 12 in	<b>Pipe Length</b> 38.13 LF
<b>Nearest Address</b> 115 N Tibbs Road	<b>Material</b> CMP	<b>Pipe Classification</b> 1A - Flexible
<b>City of Dalton Public Works Department</b> <b>Appendix A</b> <b>In-Situ Lining Bid Item Location Overview</b>		<b>FIGURE</b> 9





**Legend**

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

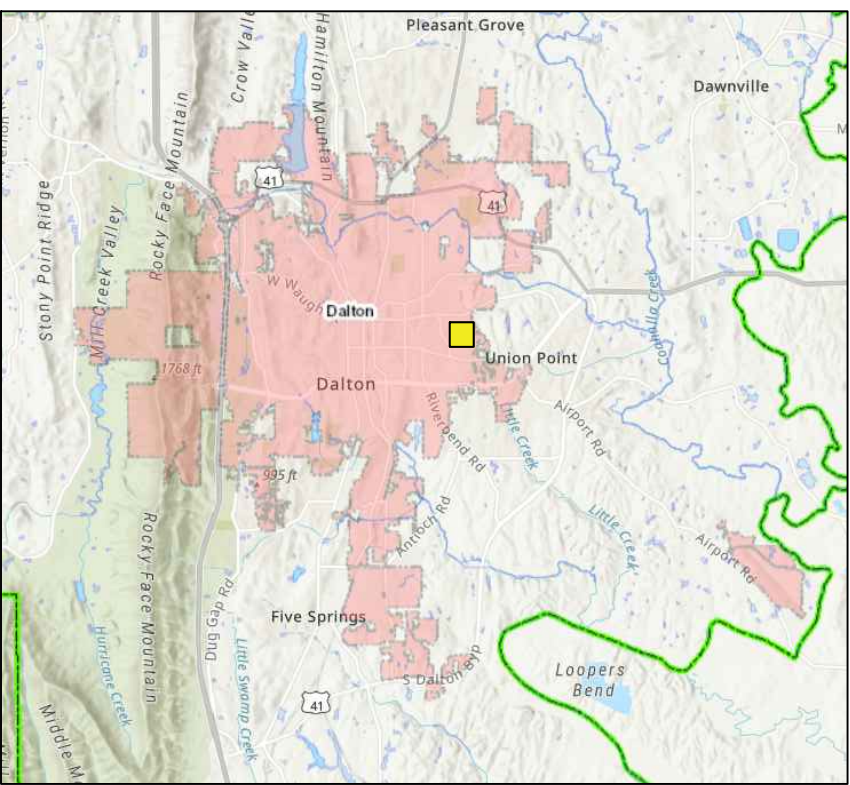
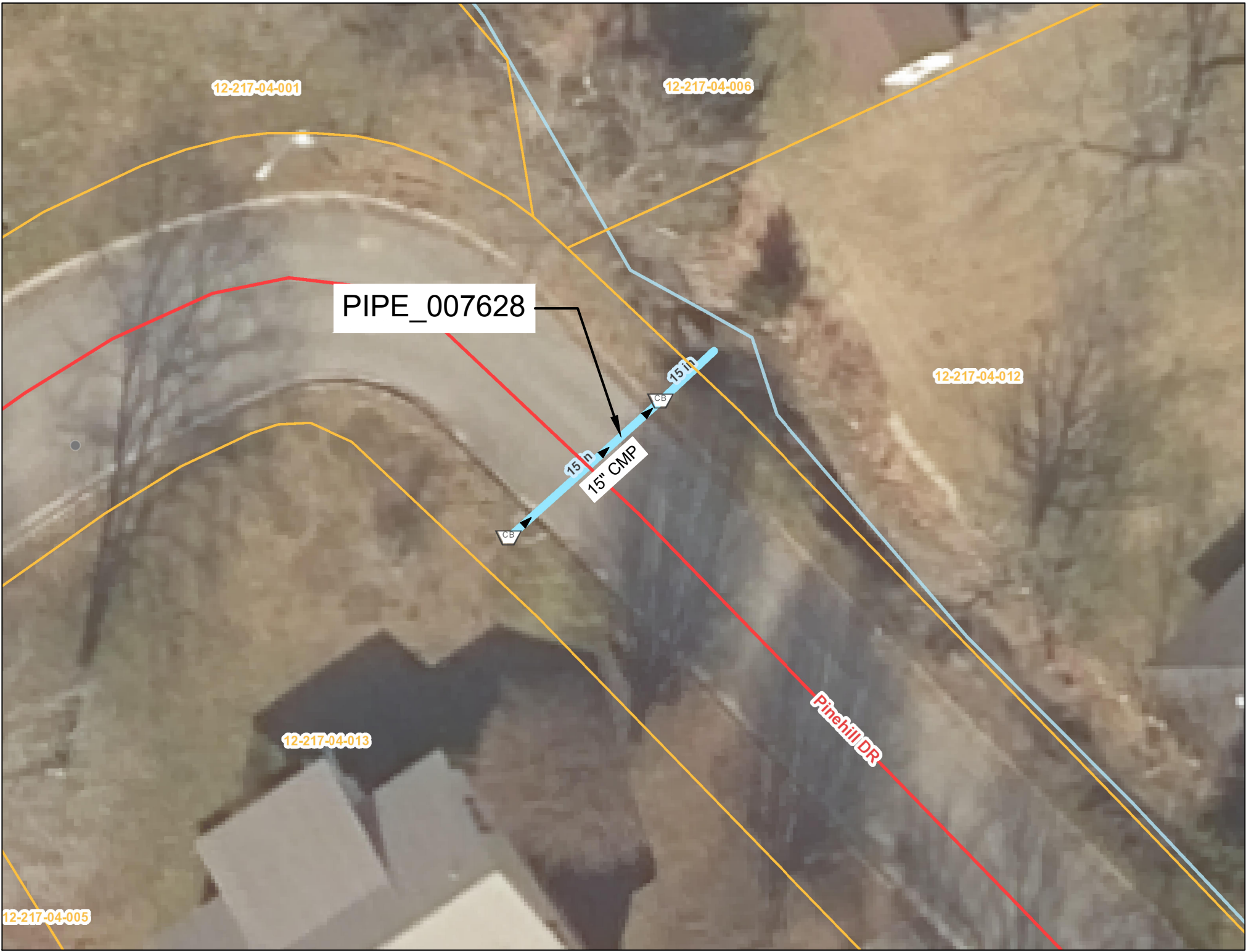


<b>Pipe ID</b> Pipe_006407	<b>Pipe Height</b> 12 in	<b>Pipe Length</b> 87.88 LF
<b>Nearest Address</b> 205 N Tibbs Road	<b>Material</b> CMP	<b>Pipe Classification</b> 1A - Flexible
<b>City of Dalton Public Works Department</b> <b>Appendix A</b> <b>In-Situ Lining Bid Item Location Overview</b>		<b>FIGURE</b> 10









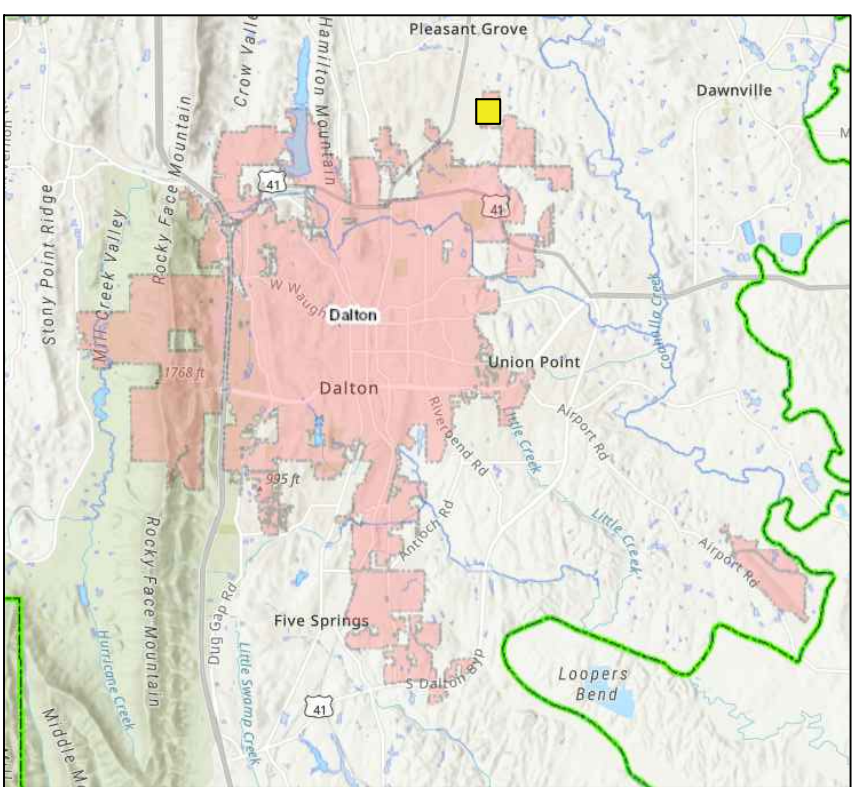
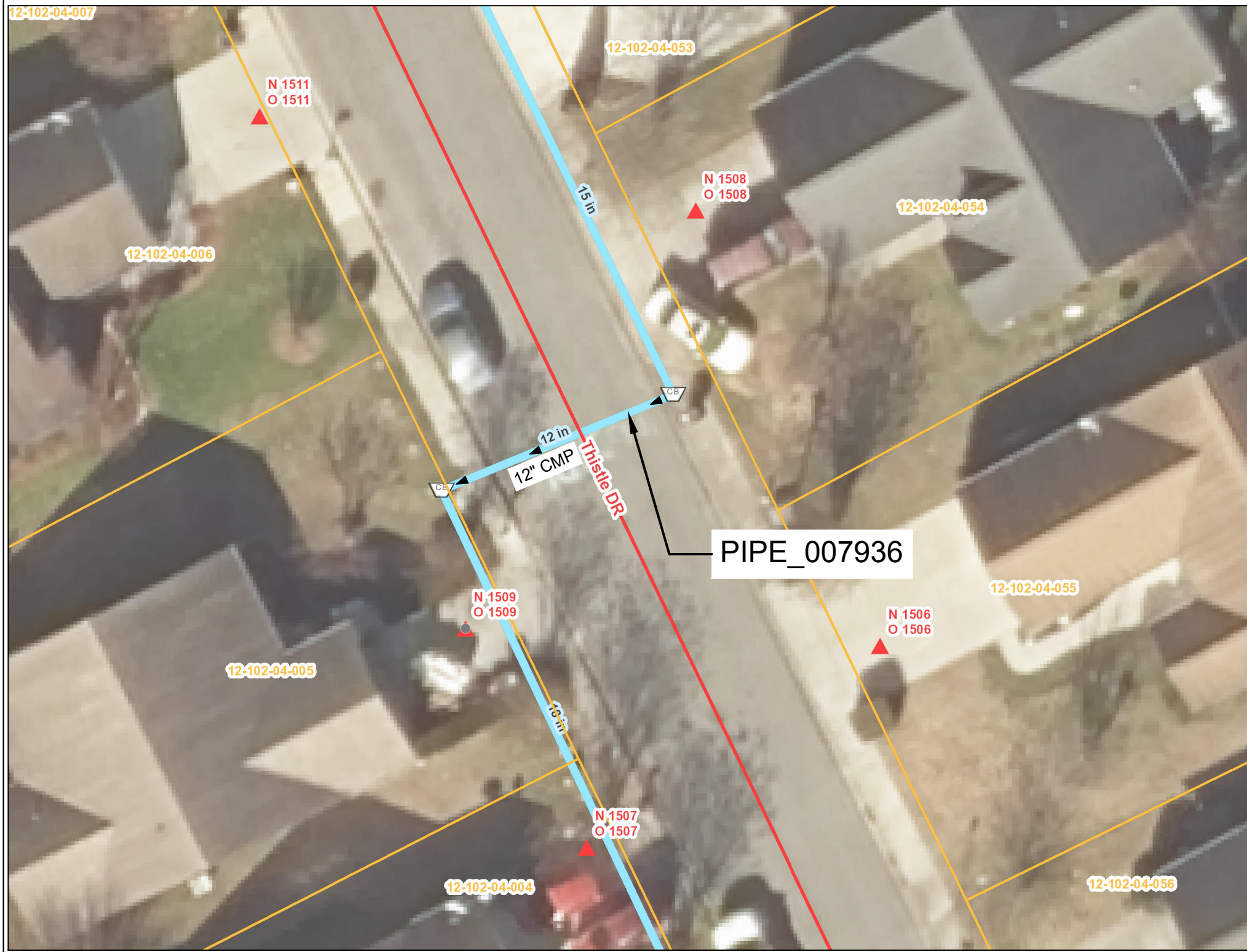
**Legend**

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



<b>Pipe ID</b> Pipe_007628	<b>Pipe Height</b> 15 in	<b>Pipe Length</b> 28.34 LF
<b>Nearest Address</b> 110 Pinehill Drive	<b>Material</b> CMP	<b>Pipe Classification</b> 1A - Flexible
<b>City of Dalton Public Works Department</b> <b>Appendix A</b> <b>In-Situ Lining Bid Item Location Overview</b>		<b>FIGURE</b> 12





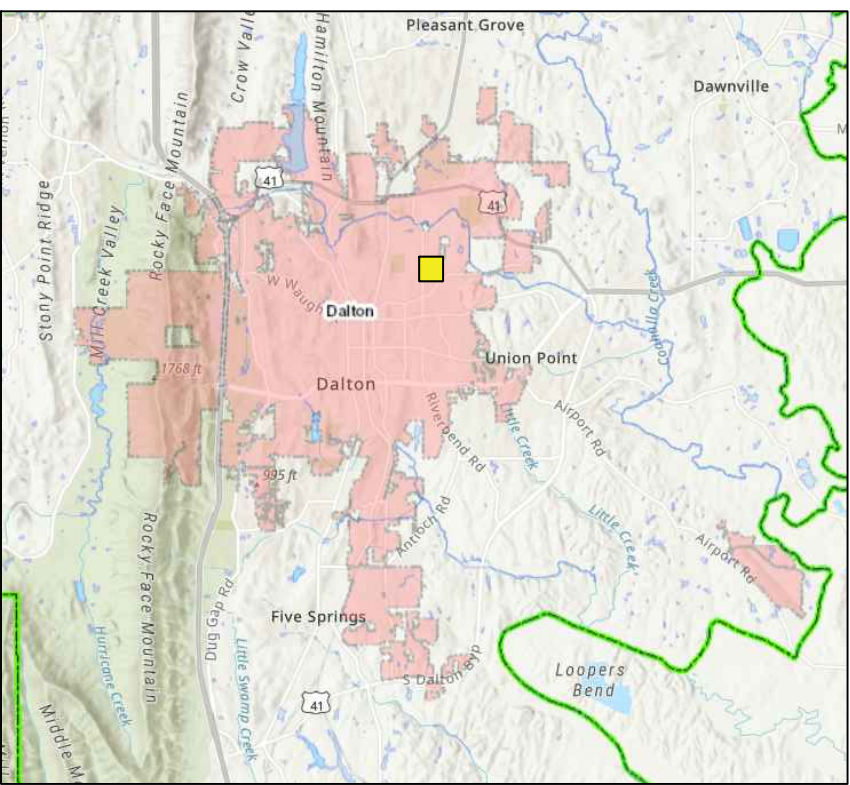
**Legend**

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















<b>Pipe ID</b> Pipe_007936	<b>Pipe Height</b> 12 in	<b>Pipe Length</b> 34.86 LF
<b>Nearest Address</b> 1509 Thistle Drive	<b>Material</b> CMP	<b>Pipe Classification</b> 1A - Flexible
<b>City of Dalton Public Works Department</b> <b>Appendix A</b> <b>In-Situ Lining Bid Item Location Overview</b>		<b>FIGURE</b> 13





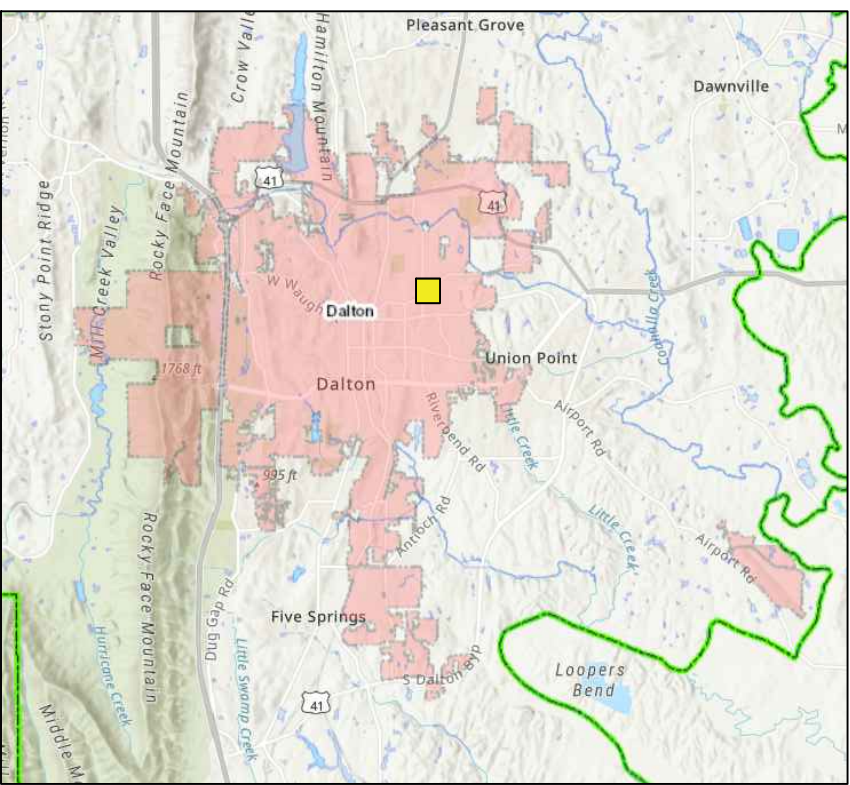
### Legend

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



<b>Pipe ID</b> Pipe_008131	<b>Pipe Height</b> 15 in	<b>Pipe Length</b> 39.45 LF
<b>Nearest Address</b> 1112 Windsor Drive	<b>Material</b> CMP	<b>Pipe Classification</b> 1A - Flexible
<b>City of Dalton Public Works Department</b> <b>Appendix A</b> <b>In-Situ Lining Bid Item Location Overview</b>		<b>FIGURE</b> 14





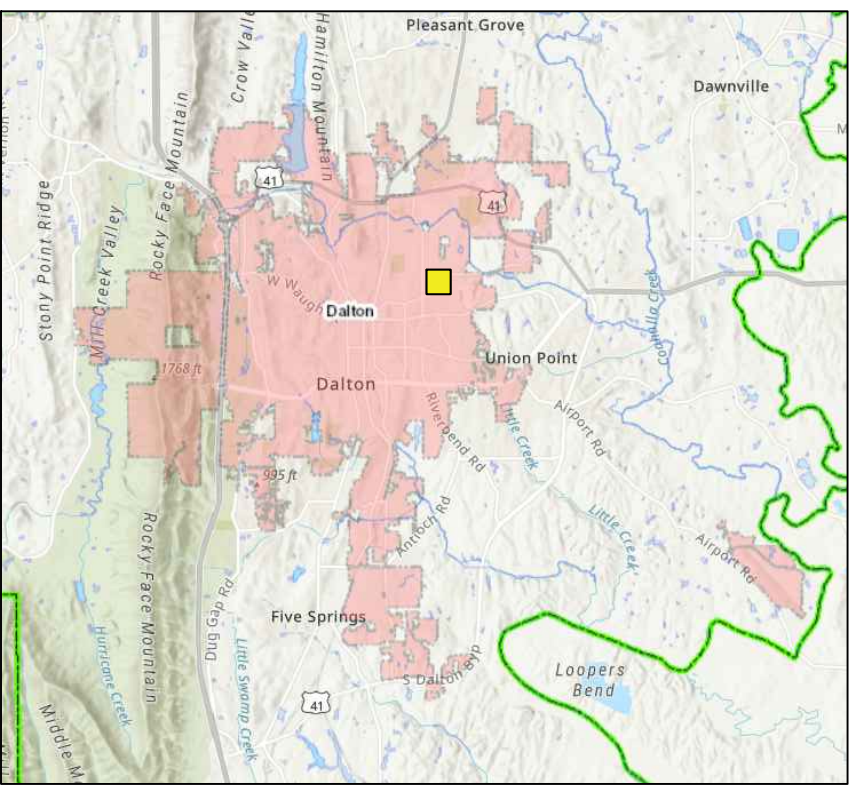
**Legend**

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



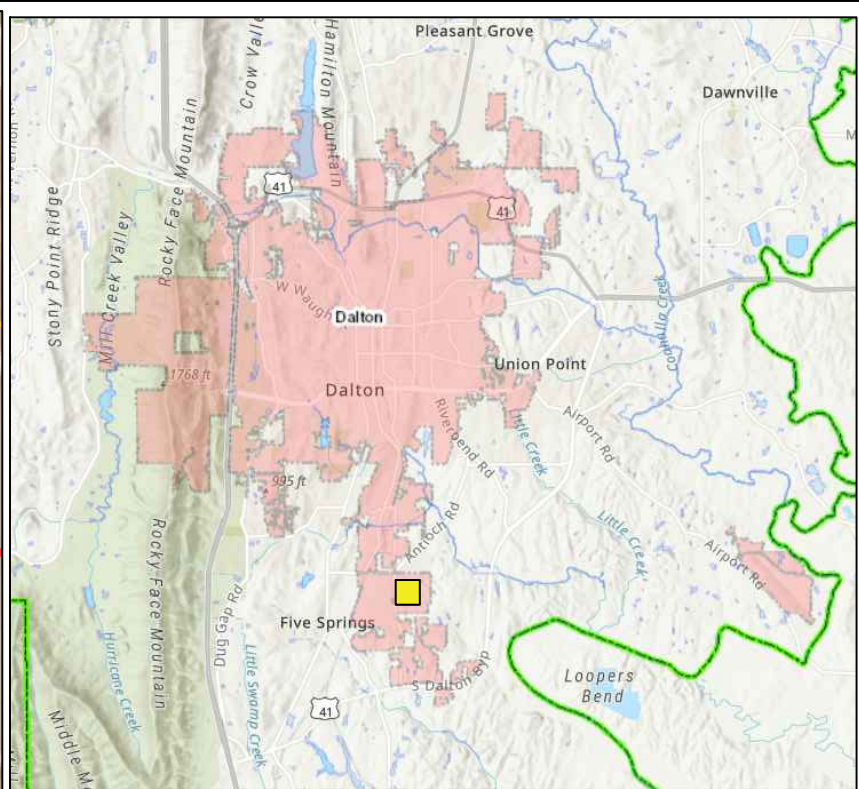
<b>Pipe ID</b> Pipe_008172	<b>Pipe Height</b> 15 in	<b>Pipe Length</b> 36.58 LF
<b>Nearest Address</b> 701 Bellwood Drive	<b>Material</b> CMP	<b>Pipe Classification</b> 1A - Flexible
<b>City of Dalton Public Works Department</b> <b>Appendix A</b> <b>In-Situ Lining Bid Item Location Overview</b>		<b>FIGURE</b> 15





<div><div><div>County Road</div><div>City Street</div><div>State Highway</div></div><div><div>US Highway</div><div>Interstate</div><div>Other</div></div></div>		<div><div><div>Pipes</div><div>PIPE_TYPE</div></div><div><div>Arch</div><div>Box Culvert</div></div><div><div>Elliptical</div><div>Round</div><div>N/A</div><div>Other</div></div></div>	<div><div><div>THE CITY OF DALTON</div><div></div><div><div>THE CARPET CAPITAL OF THE WORLD</div></div></div></div>	<div><div>Pipe ID</div><div>Pipe_008174</div></div>	<div><div>Pipe Height</div><div>24 in</div></div>	<div><div>Pipe Length</div><div>32 LF</div></div>
			<div><div>Nearest Address</div><div>1118 Underwood Street</div></div>	<div><div>Material</div><div>CMP</div></div>	<div><div>Pipe Classification</div><div>2A - Flexible</div></div>	
<div><div>City of Dalton Public Works Department</div><div>Appendix A</div><div>In-Situ Lining Bid Item Location Overview</div></div>						<div><div>FIGURE</div><div>16</div></div>





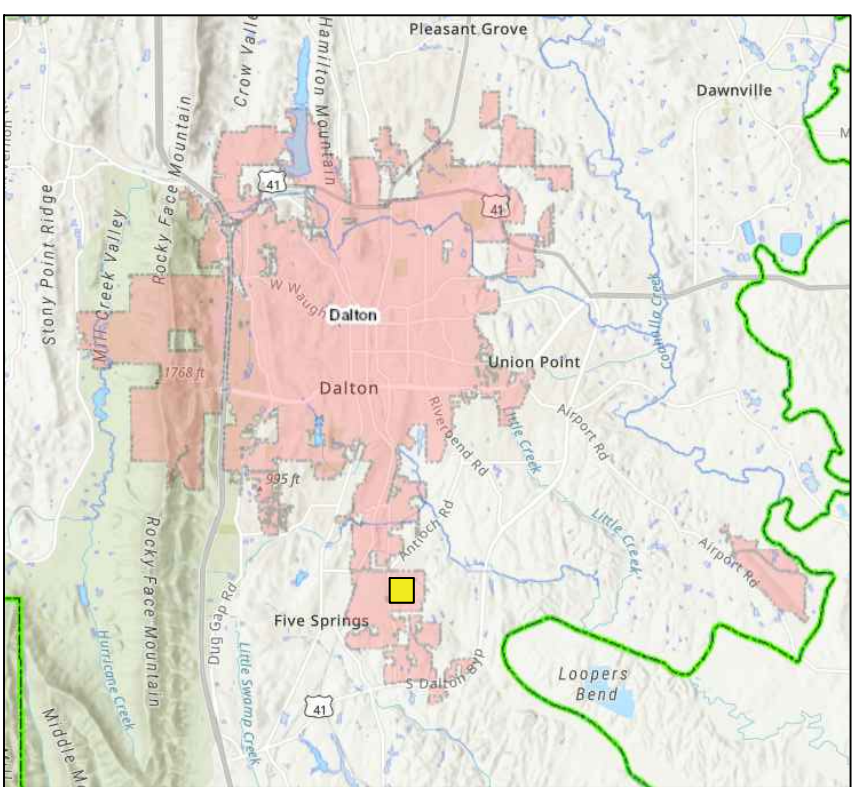
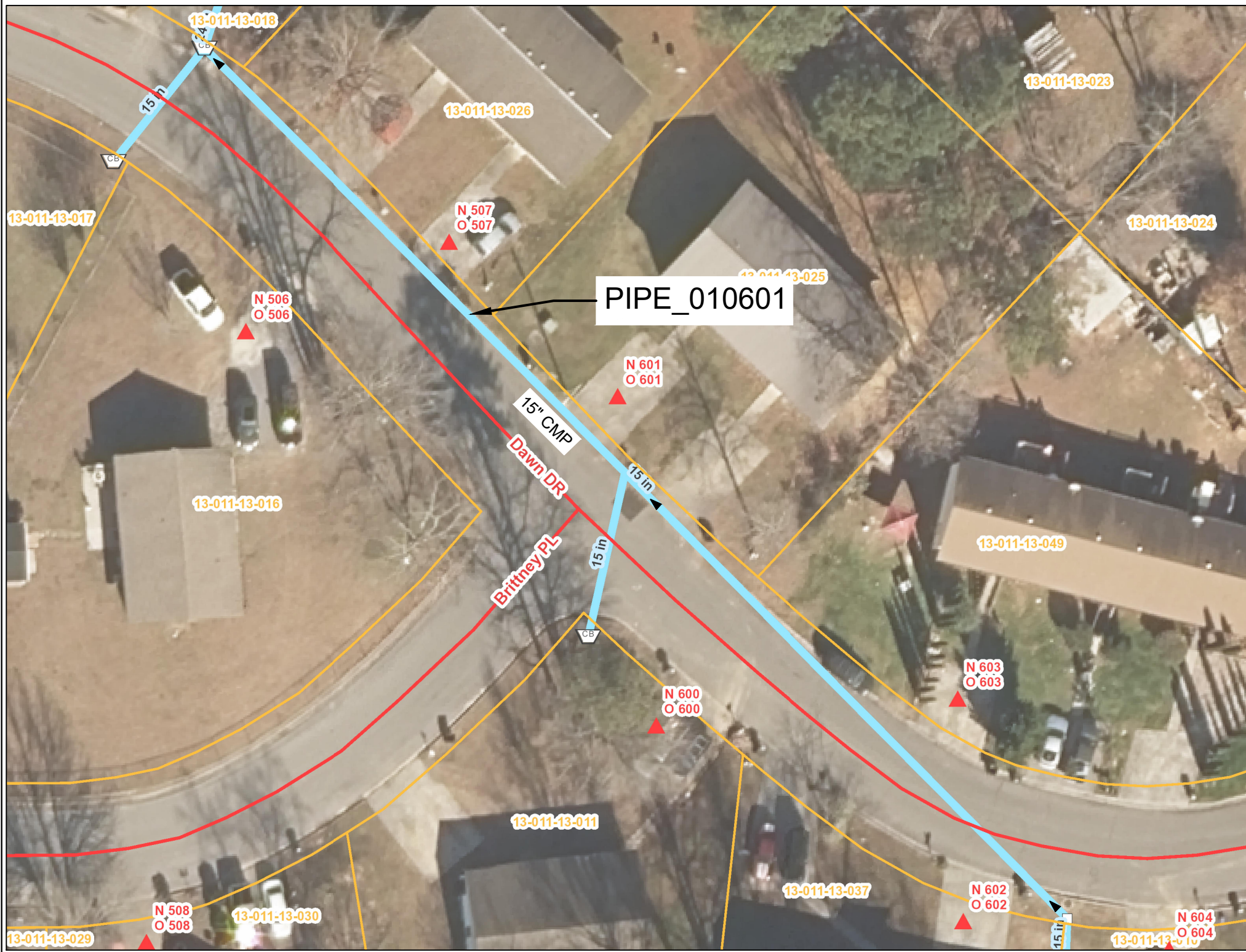
### Legend

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



<b>Pipe ID</b> Pipe_010588	<b>Pipe Height</b> 18 in	<b>Pipe Length</b> 227.20 LF
<b>Nearest Address</b> 500 Dawn Drive	<b>Material</b> CMP	<b>Pipe Classification</b> 1A - Flexible
<b>City of Dalton Public Works Department</b> <b>Appendix A</b> <b>In-Situ Lining Bid Item Location Overview</b>		<b>FIGURE</b> 17





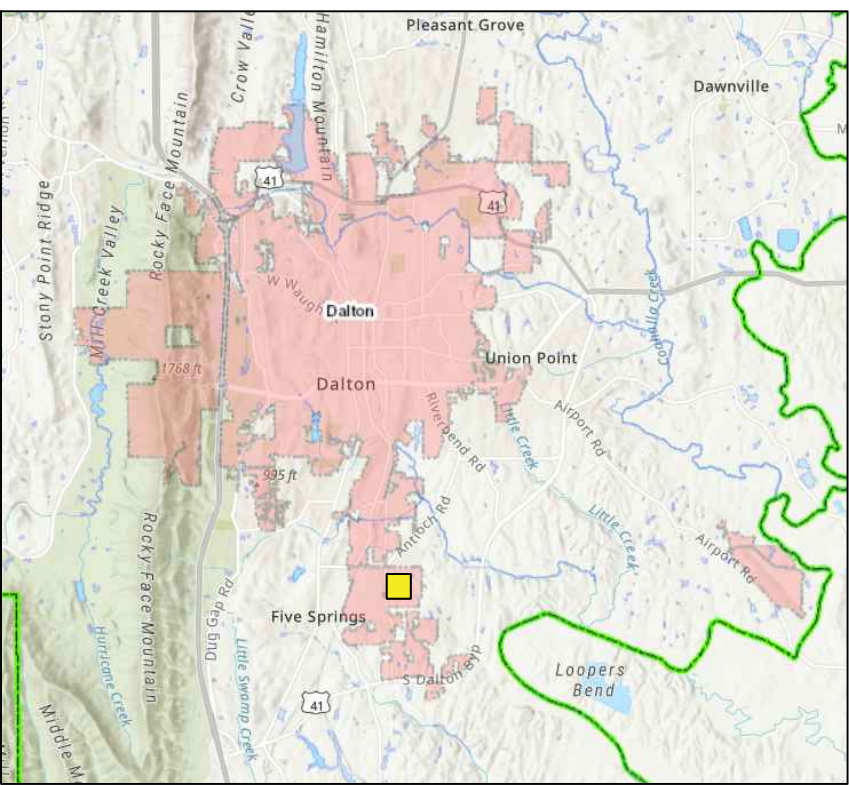
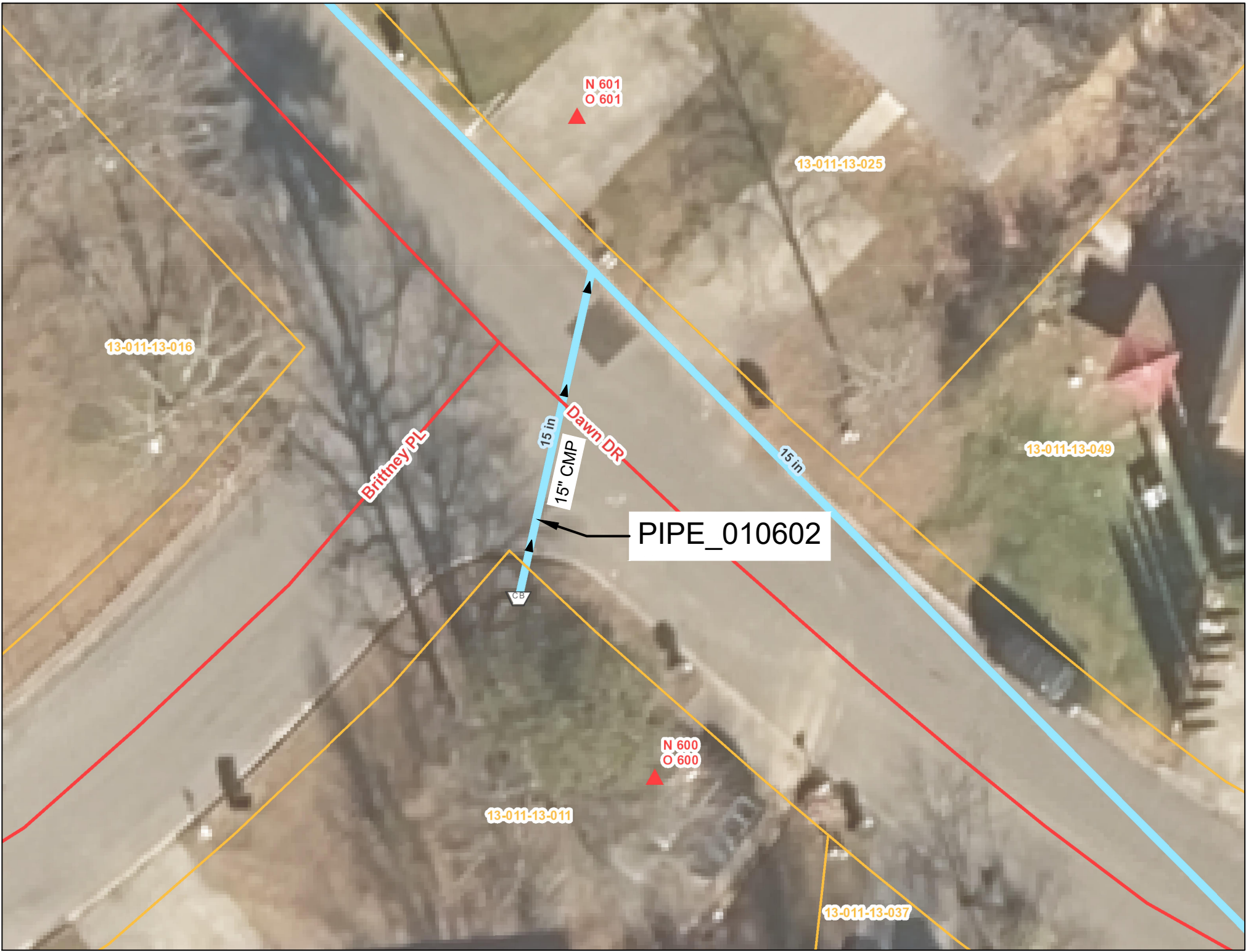
Legend

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



<b>Pipe ID</b> Pipe_010601	<b>Pipe Height</b> 15 in	<b>Pipe Length</b> 340.68 LF
<b>Nearest Address</b> 604 Dawn Drive	<b>Material</b> CMP	<b>Pipe Classification</b> 1A - Flexible
<b>City of Dalton Public Works Department</b> <b>Appendix A</b> <b>In-Situ Lining Bid Item Location Overview</b>		<b>FIGURE</b> 18





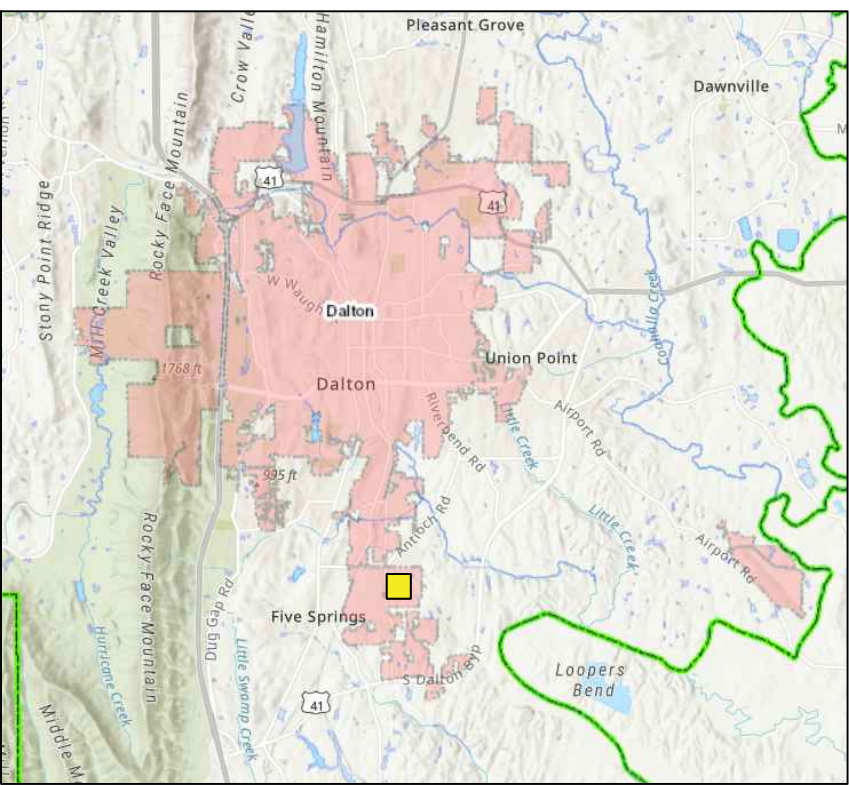
**Legend**

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















<b>Pipe ID</b> Pipe_010602	<b>Pipe Height</b> 15 in	<b>Pipe Length</b> 46.67 LF
<b>Nearest Address</b> 600 Dawn Drive	<b>Material</b> CMP	<b>Pipe Classification</b> 1A - Flexible
<b>City of Dalton Public Works Department</b> <b>Appendix A</b> <b>In-Situ Lining Bid Item Location Overview</b>		<b>FIGURE</b> 19





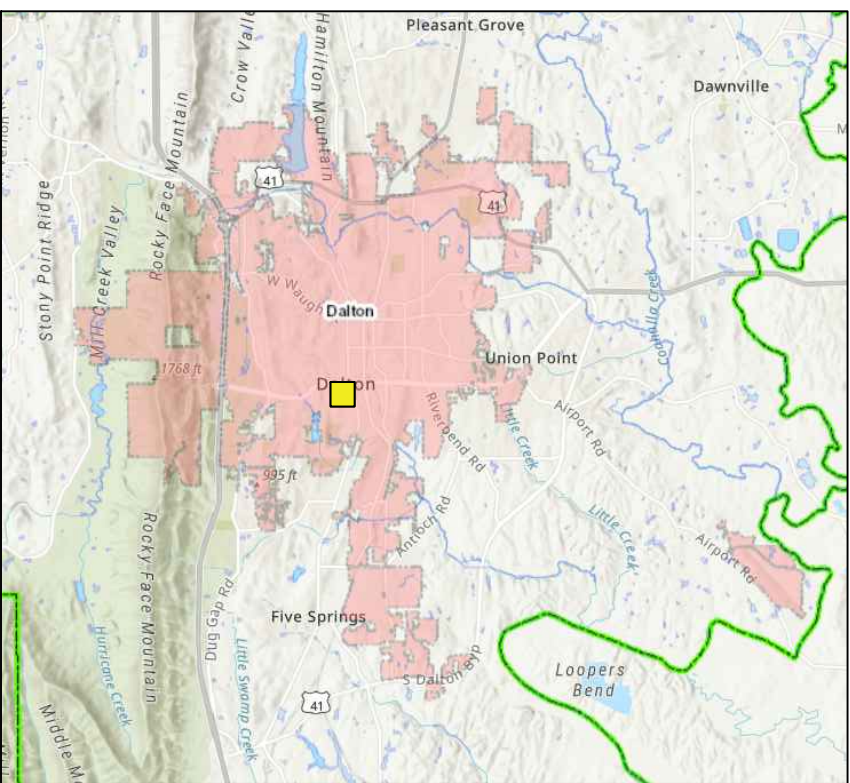
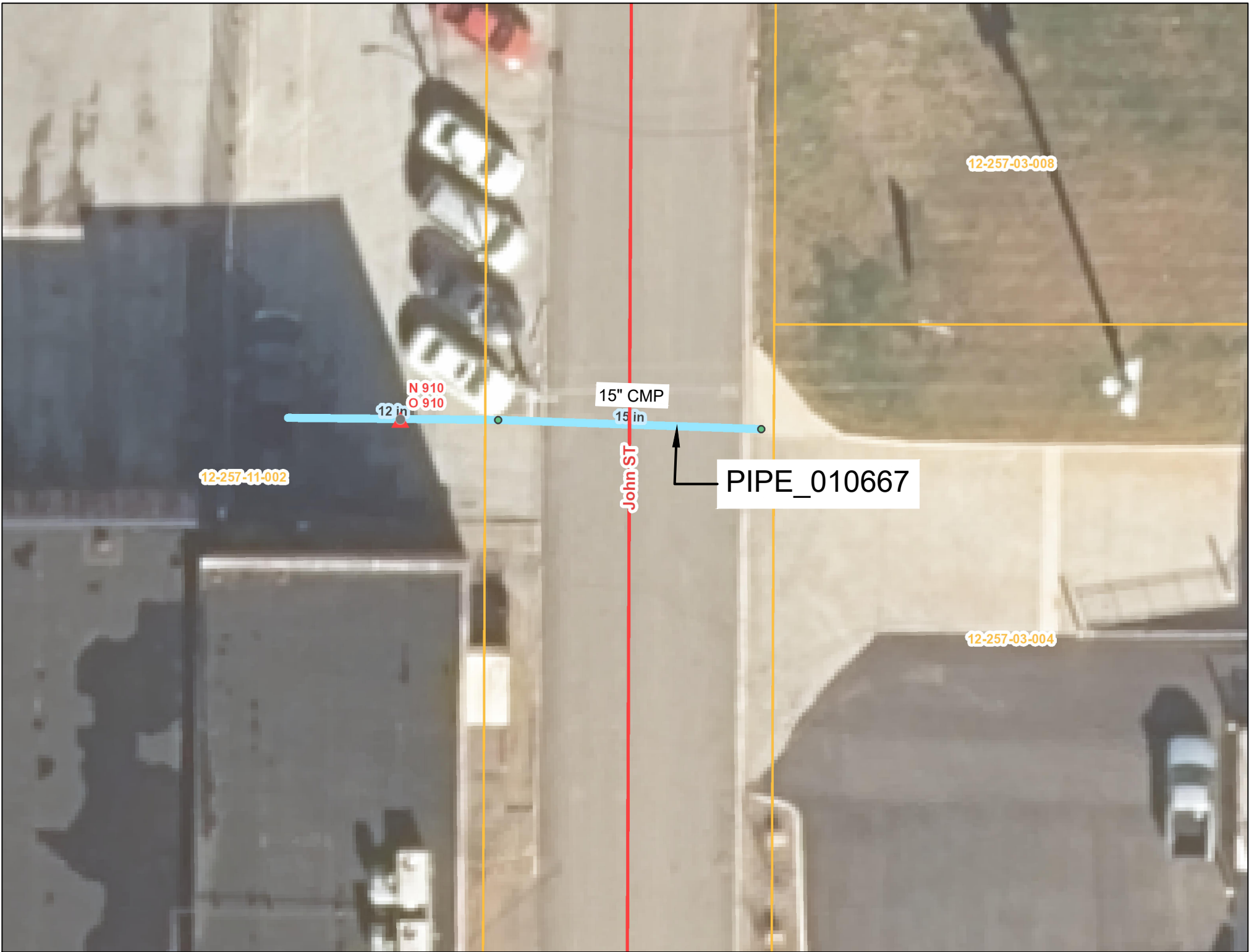
**Legend**

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















<b>Pipe ID</b> Pipe_010606	<b>Pipe Height</b> 24 in	<b>Pipe Length</b> 40.86 LF
<b>Nearest Address</b> 704 Corey Place	<b>Material</b> CMP	<b>Pipe Classification</b> 1A - Flexible
<b>City of Dalton Public Works Department</b> <b>Appendix A</b> <b>In-Situ Lining Bid Item Location Overview</b>		<b>FIGURE</b> 20





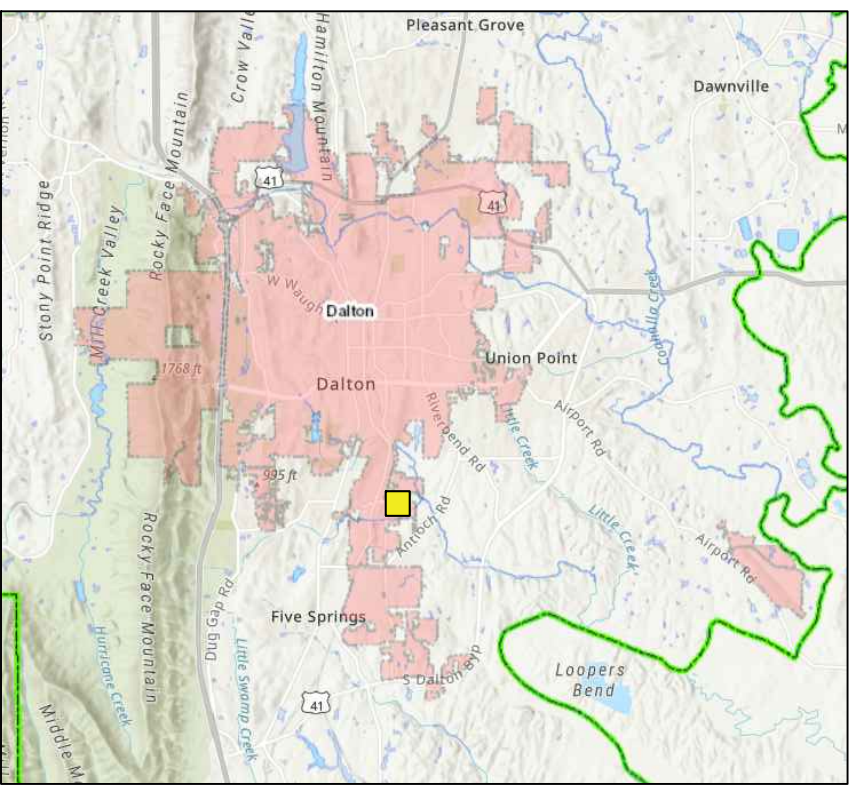
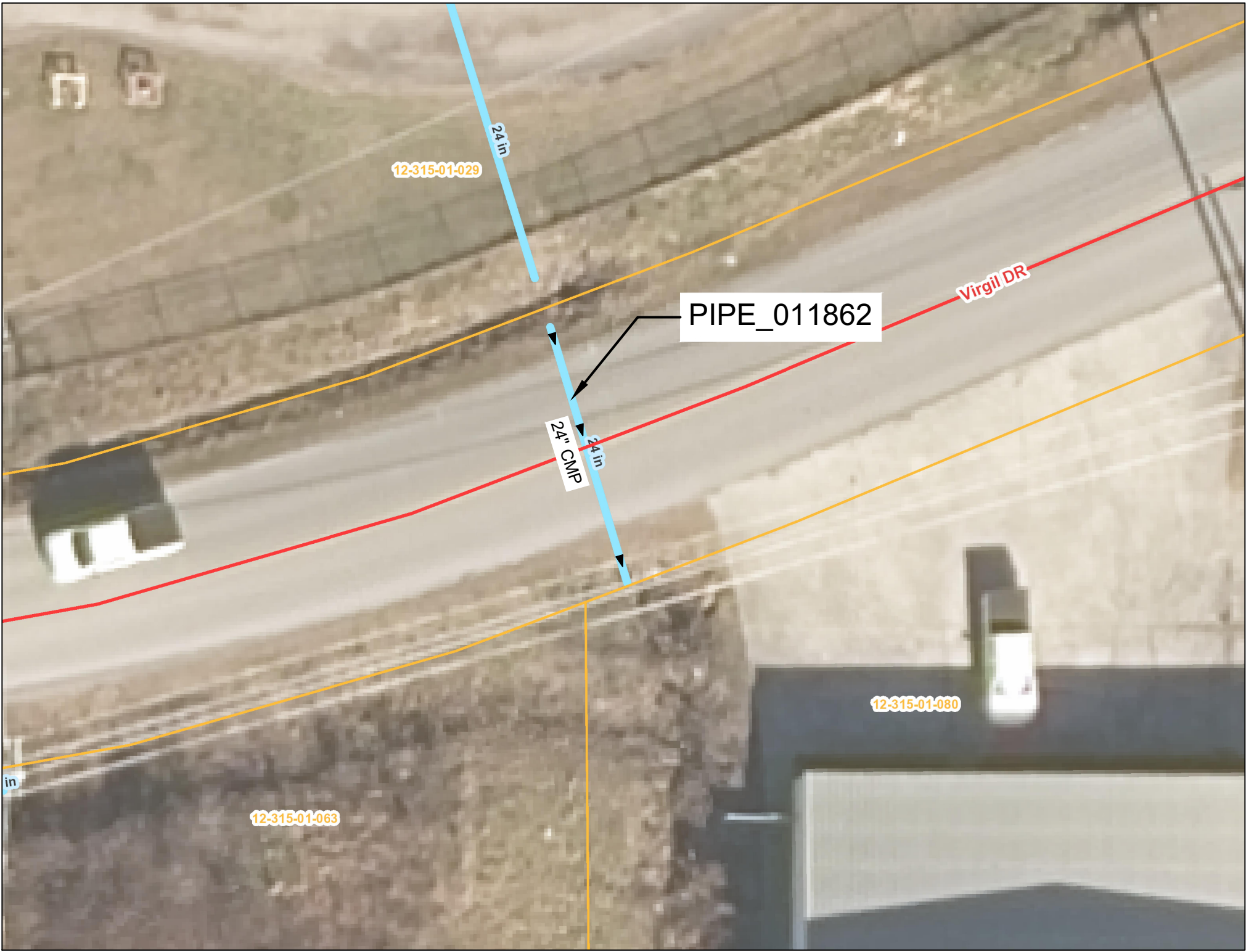
Legend

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















<b>Pipe ID</b> Pipe_010667	<b>Pipe Height</b> 15 in	<b>Pipe Length</b> 36.49 LF
<b>Nearest Address</b> 910 John Street	<b>Material</b> CMP	<b>Pipe Classification</b> 1A - Flexible
City of Dalton Public Works Department Appendix A In-Situ Lining Bid Item Location Overview		FIGURE 21





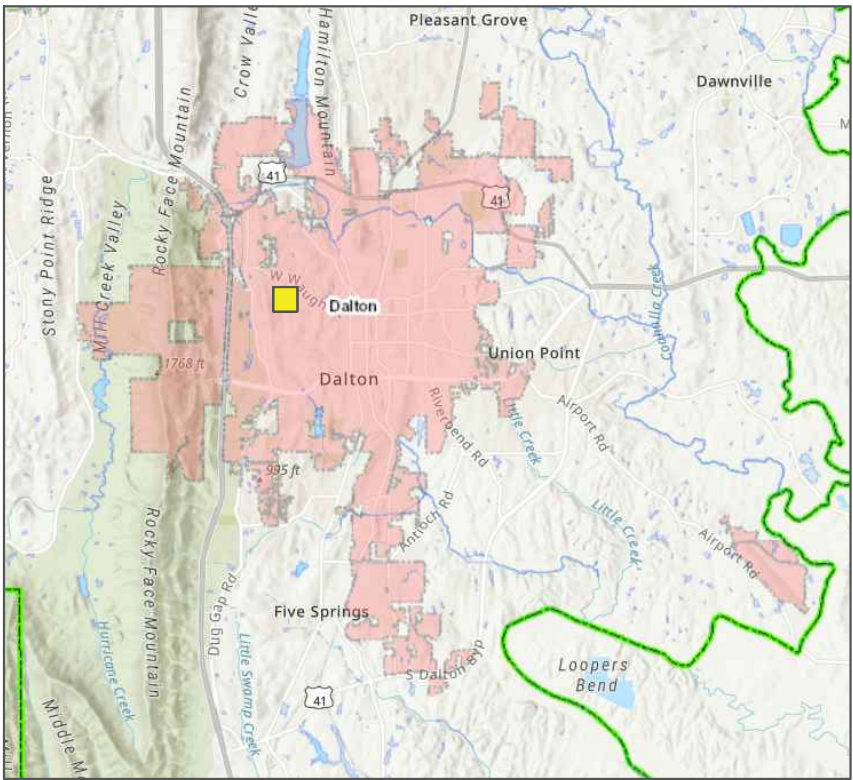
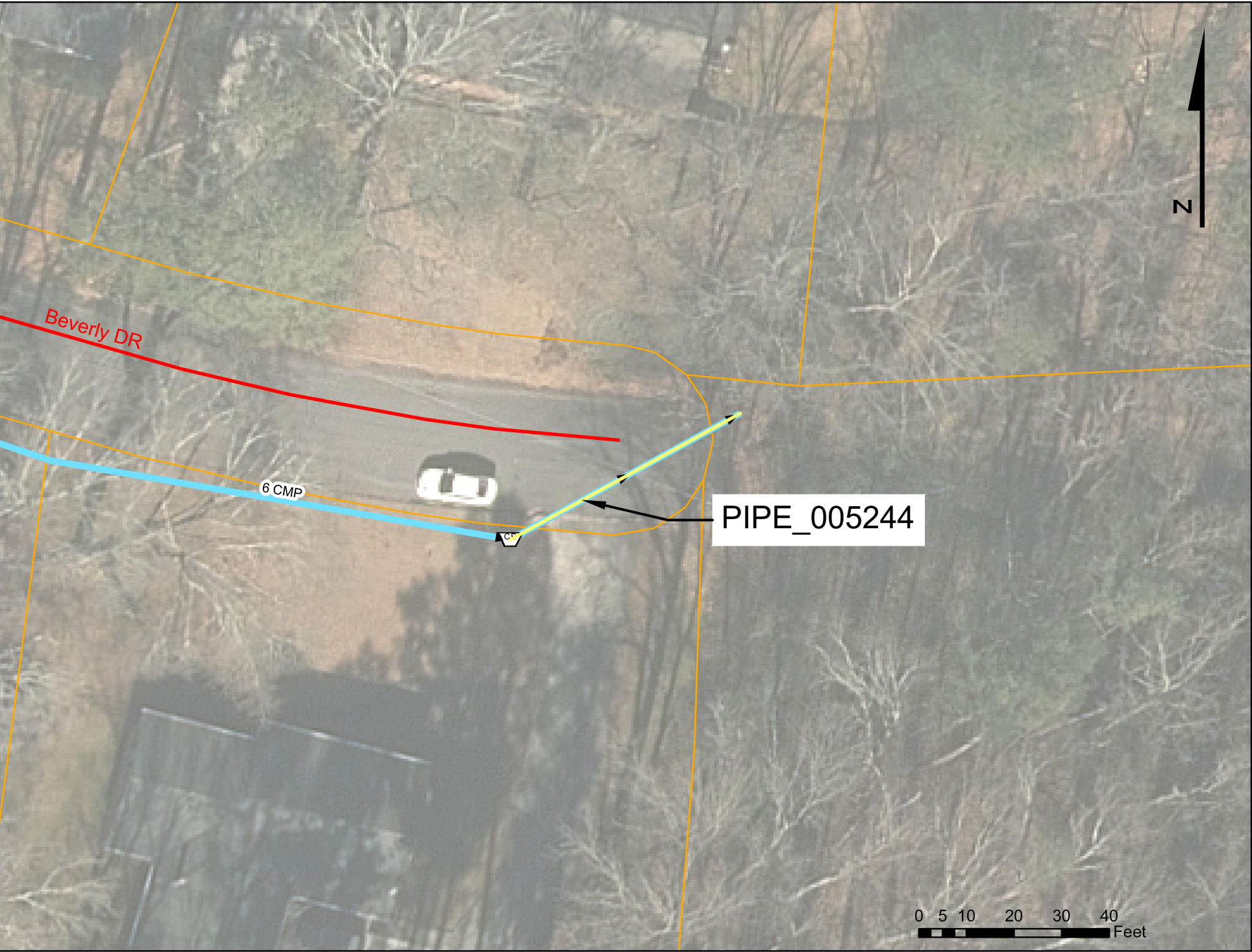
**Legend**

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















<b>Pipe ID</b> Pipe_011862	<b>Pipe Height</b> 24 in	<b>Pipe Length</b> 36.92 LF
<b>Nearest Address</b> 427 Virgil Drive	<b>Material</b> CMP	<b>Pipe Classification</b> 1A - Flexible
<b>City of Dalton Public Works Department</b> <b>Appendix A</b> <b>In-Situ Lining Bid Item Location Overview</b>		<b>FIGURE</b> 22





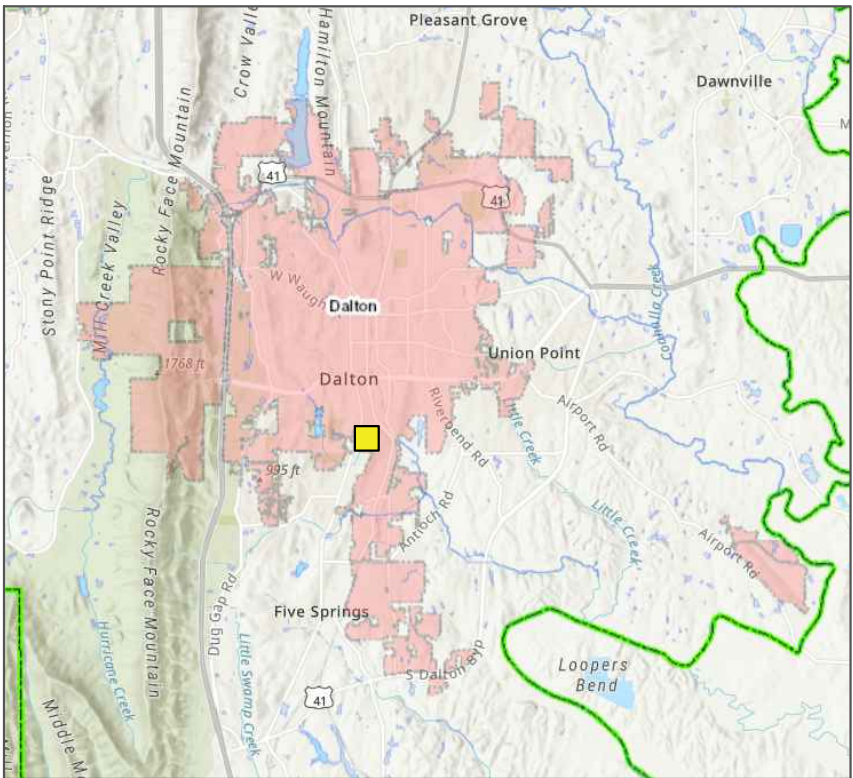
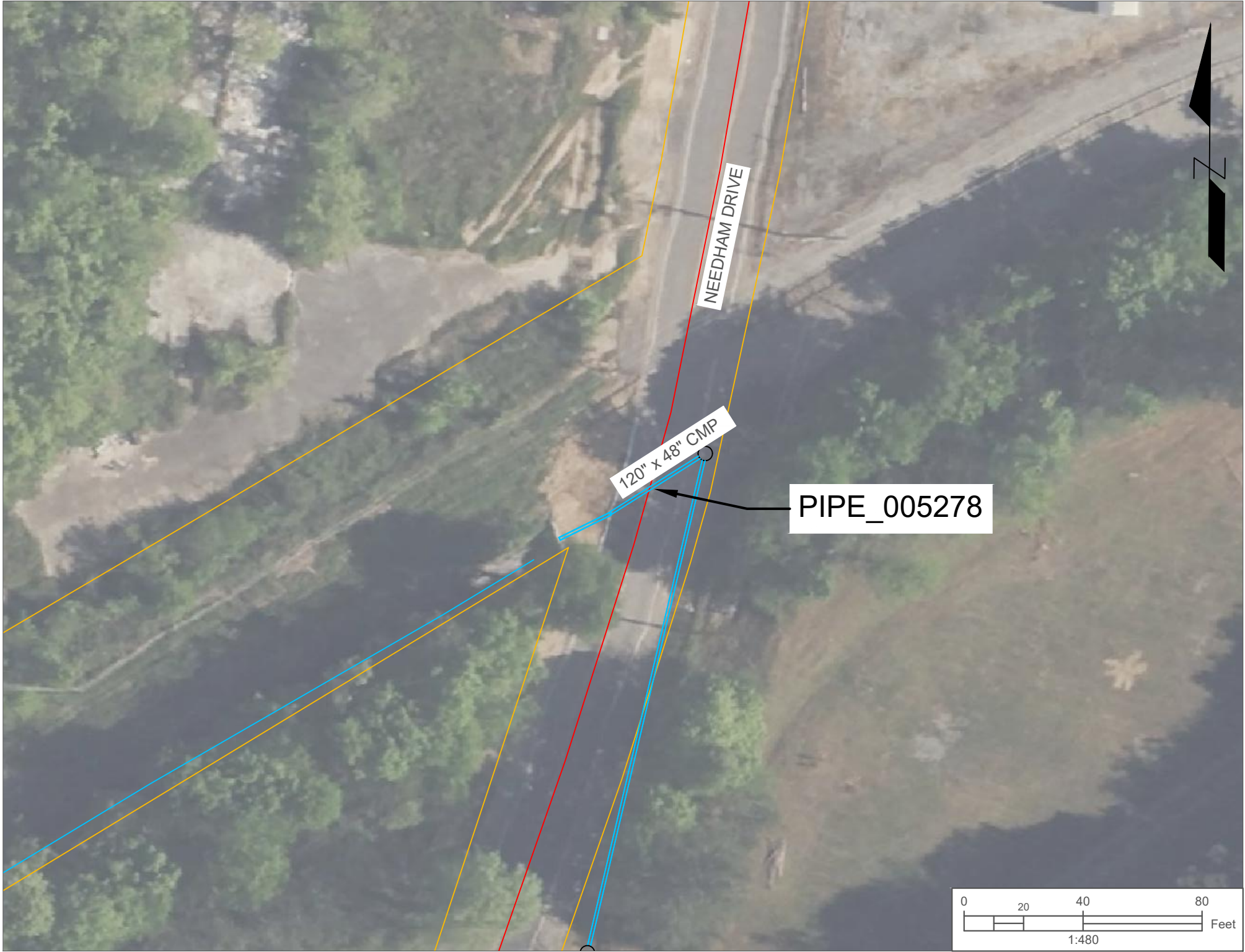
**Legend**

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



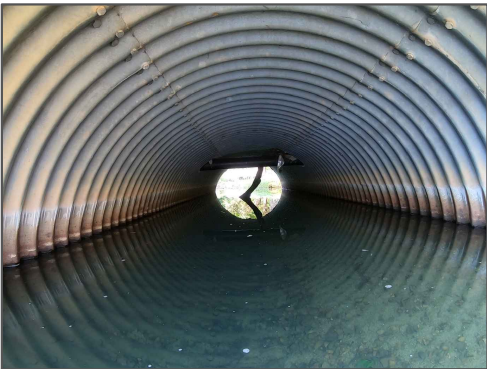
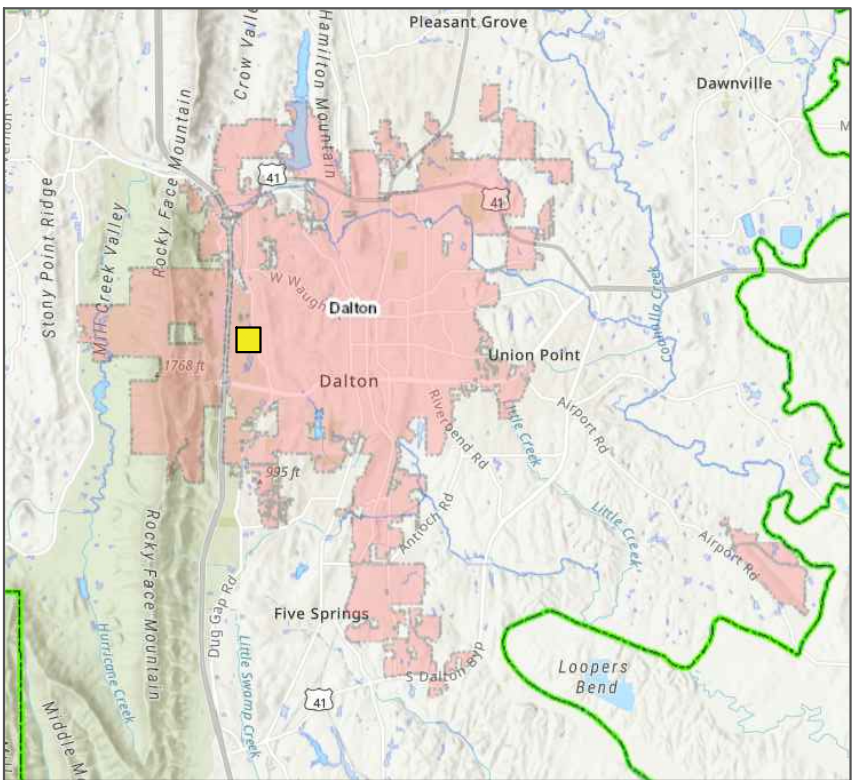
<b>Pipe ID</b> Pipe_005244	<b>Pipe Height</b> 78" x 48" Elliptical	<b>Pipe Length</b> 55.10 LF
<b>Nearest Address</b> 1303 Beverly Drive	<b>Material</b> CMP	<b>Pipe Classification</b> 1A - Flexible
<b>City of Dalton Public Works Department</b> Appendix A In-Situ Lining Bid Item Location Overview		<b>FIGURE</b> 23





Legend		City of Dalton Public Works Department Appendix A In-Situ Lining Bid Item Location Overview		
<div><div><div><div><div></div><div>County Road</div></div><div><div></div><div>City Street</div></div><div><div></div><div>State Highway</div></div></div><div><div><div></div><div>US Highway</div></div><div><div></div><div>Interstate</div></div><div><div></div><div>Other</div></div></div></div></div>	<div><div><div><div></div><div>Pipes</div></div><div><div></div><div>PIPE_TYPE</div></div><div><div></div><div>Arch</div></div><div><div></div><div>Box Culvert</div></div></div><div><div><div></div><div>Elliptical</div></div><div><div></div><div>Round</div></div><div><div></div><div>N/A</div></div><div><div></div><div>Other</div></div></div></div>	<div><div><div>Pipe ID</div><div>Pipe_005278</div></div><div><div>Nearest Address</div><div>1403 Needham Drive</div></div></div> <div><div><div>Pipe Height</div><div>120" x 48" Arch</div></div><div><div>Material</div><div>CMP</div></div></div> <div><div><div>Pipe Length</div><div>45 LF</div></div><div><div>Pipe Classification</div><div>2B - Flexible</div></div></div>	FIGURE 24	



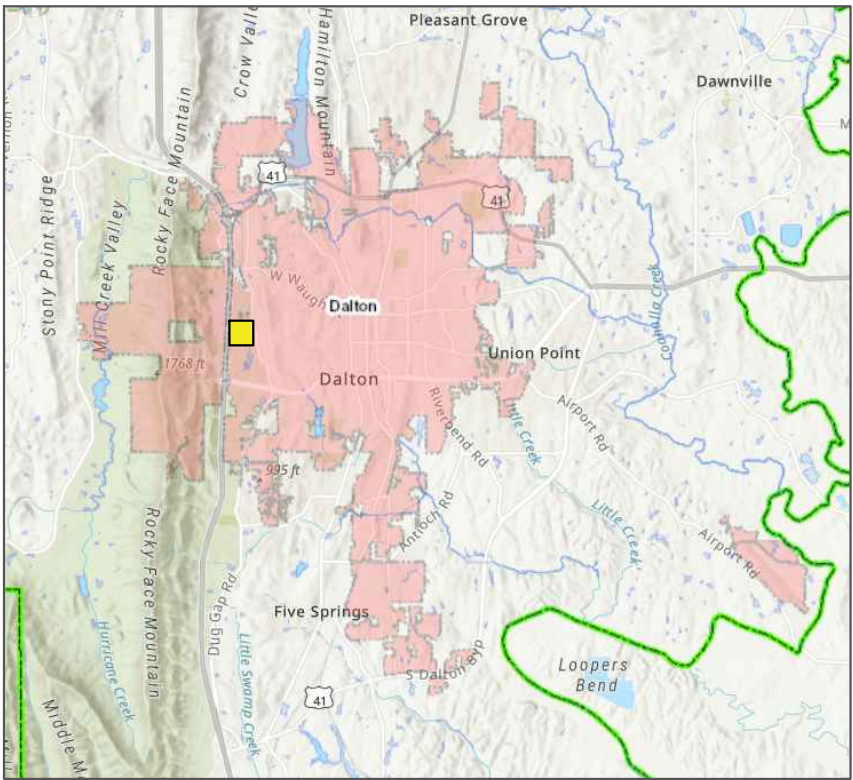
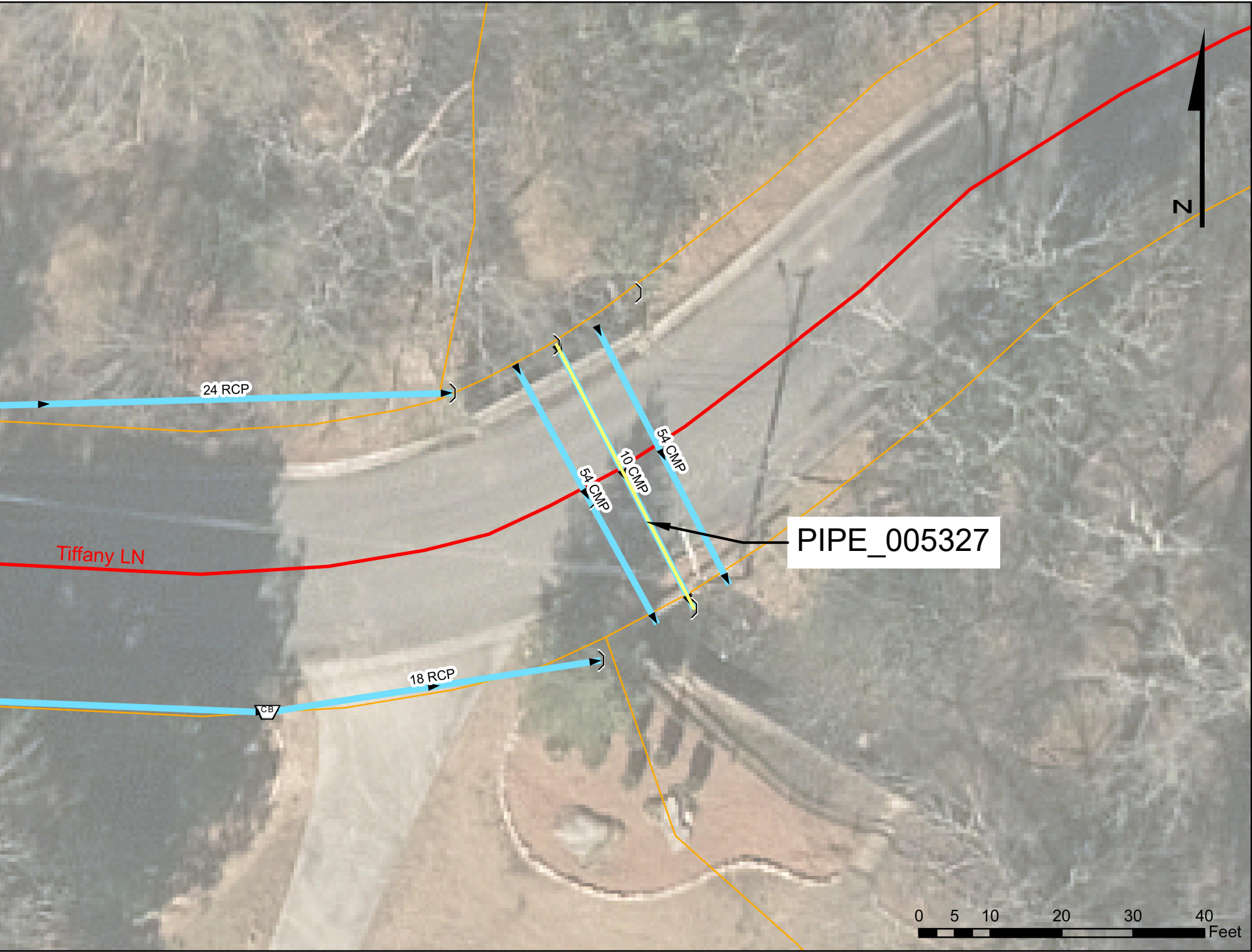


Legend			
	County Road		US Highway
	City Street		Interstate
	State Highway		Other
Pipes		PIPE_TYPE	
	Elliptical		Arch
	Round		N/A
	Box Culvert		Other



<b>Pipe ID</b> Pipe_005326	<b>Pipe Height</b> 102" x 75" Elliptical	<b>Pipe Length</b> 39.67 LF
<b>Nearest Address</b> 1803 Woodvalley Drive	<b>Material</b> CMP	<b>Pipe Classification</b> 1A - Flexible
City of Dalton Public Works Department Appendix A In-Situ Lining Bid Item Location Overview		FIGURE 25





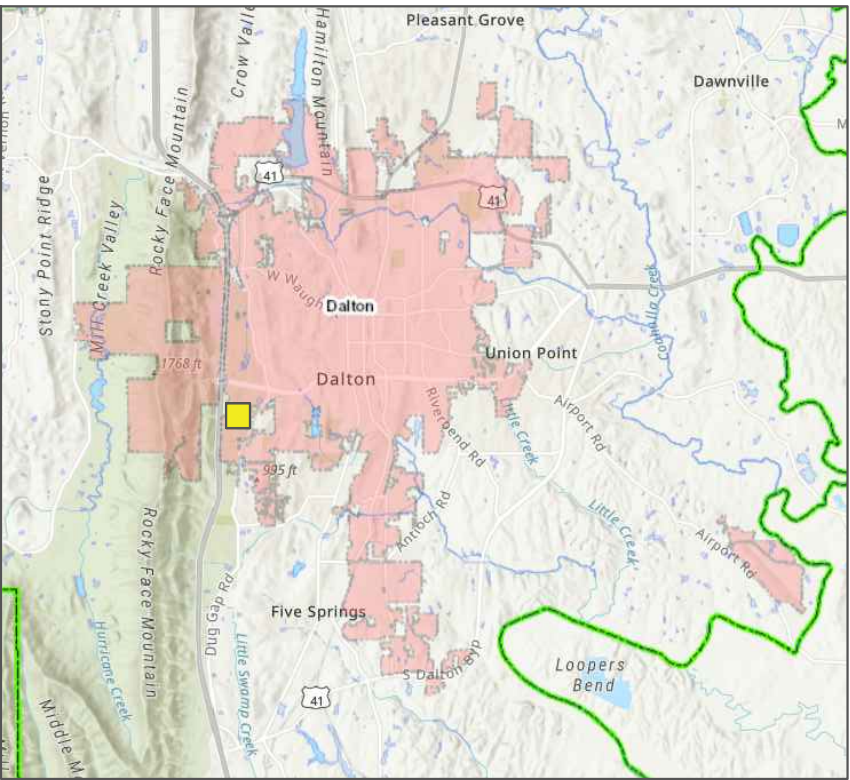
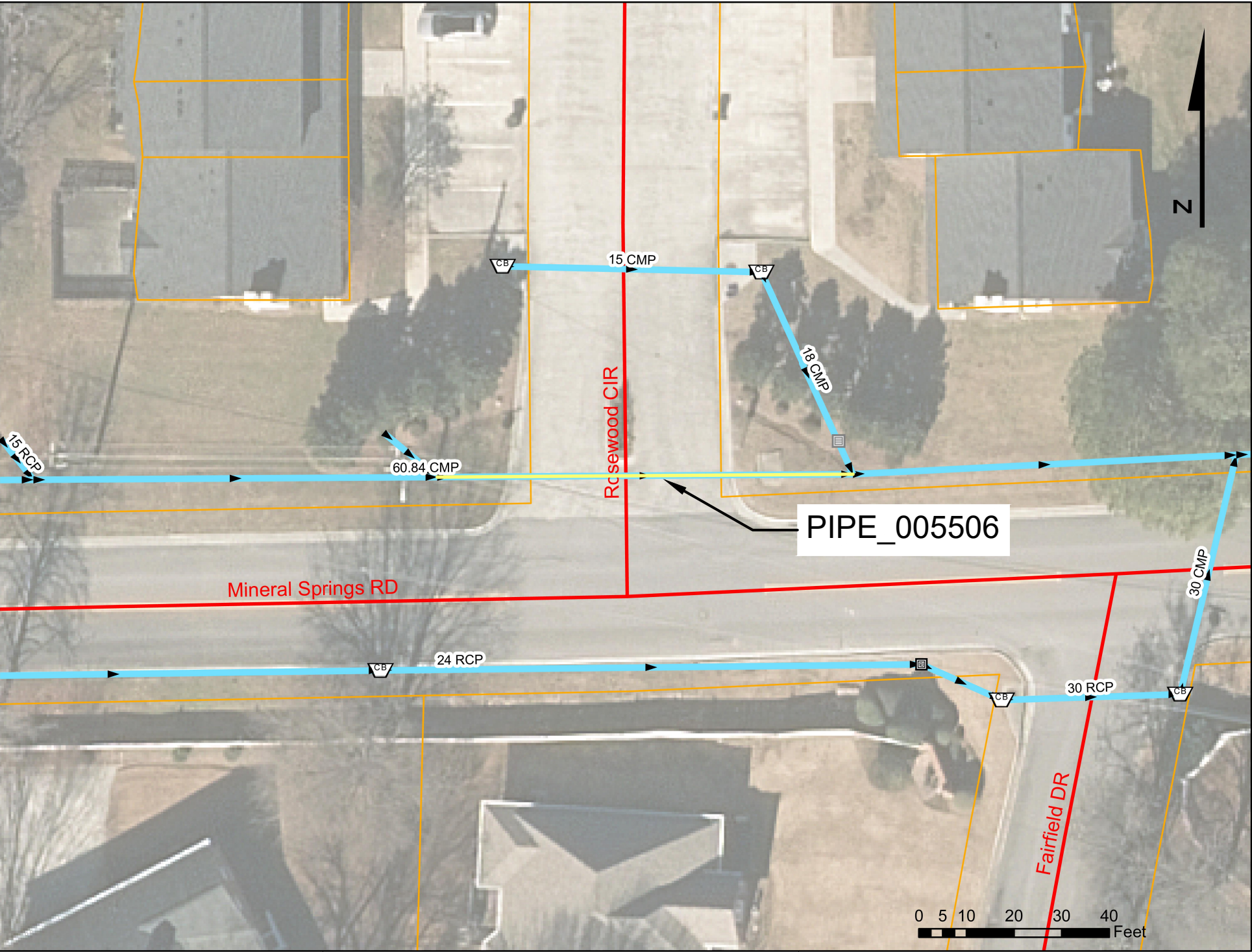
Legend

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



Pipe ID	Pipe Height	Pipe Length
Pipe_005327	112" x 82" Elliptical	41.70 LF
Nearest Address	Material	Pipe Classification
115 N. Tibbs Road	CMP	1A - Flexible
City of Dalton Public Works Department Appendix A In-Situ Lining Bid Item Location Overview		FIGURE 26





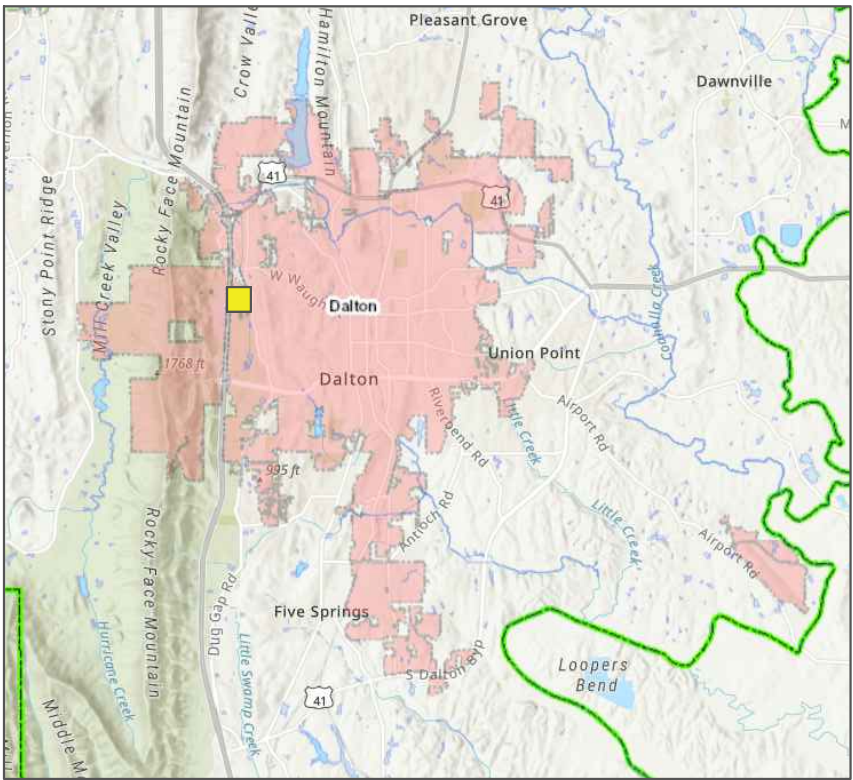
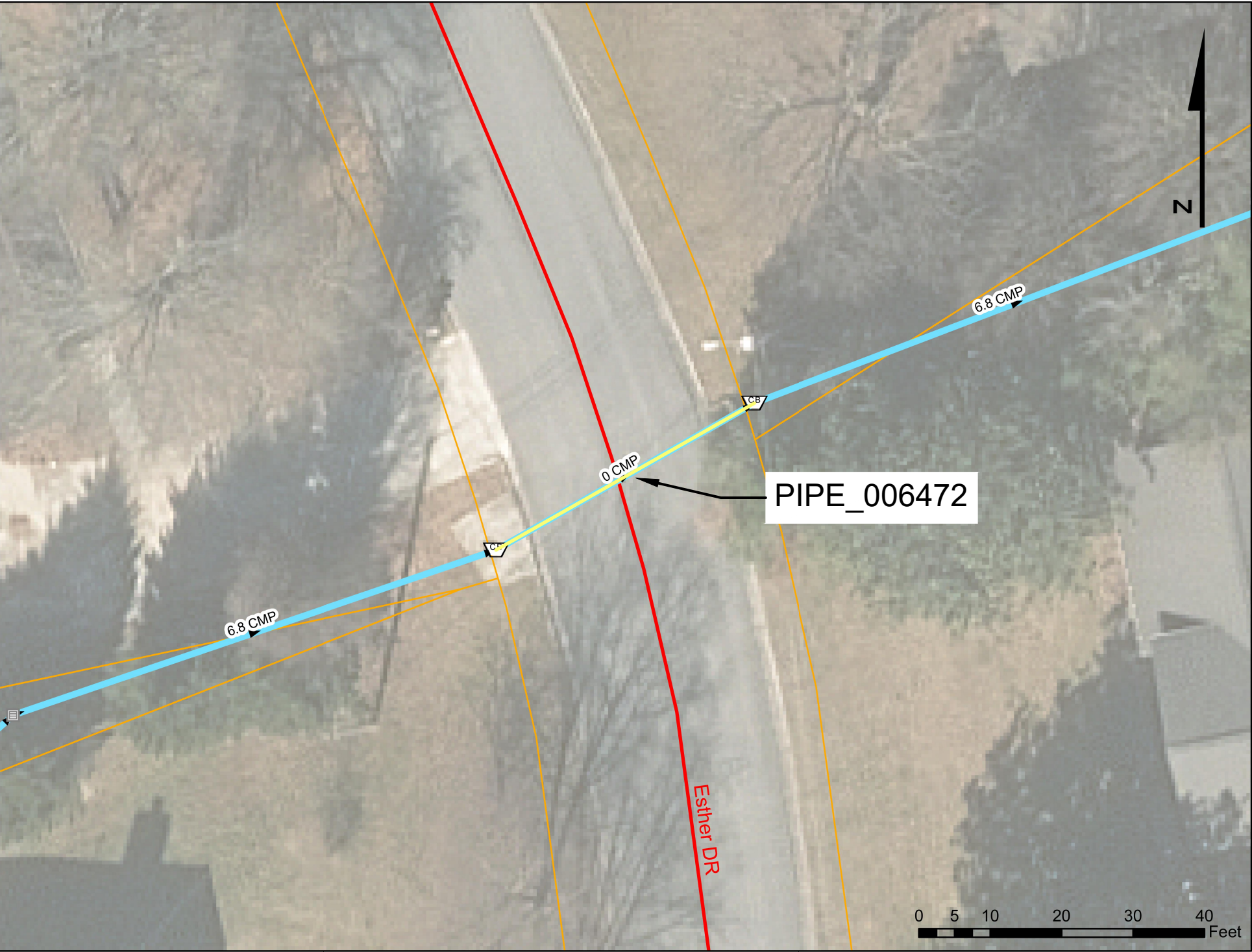
Legend

	County Road		US Highway	<b>Pipes</b>		Elliptical
	City Street		Interstate	<b>PIPE_TYPE</b>		Round
	State Highway		Other			N/A
						Other















<b>Pipe ID</b> Pipe_005506	<b>Pipe Height</b> 60 in	<b>Pipe Length</b> 87.49 LF
<b>Nearest Address</b> Rosewood Commons Entrance	<b>Material</b> CMP	<b>Pipe Classification</b> 1A - Flexible
<b>City of Dalton Public Works Department</b> Appendix A In-Situ Lining Bid Item Location Overview		<b>FIGURE</b> 27





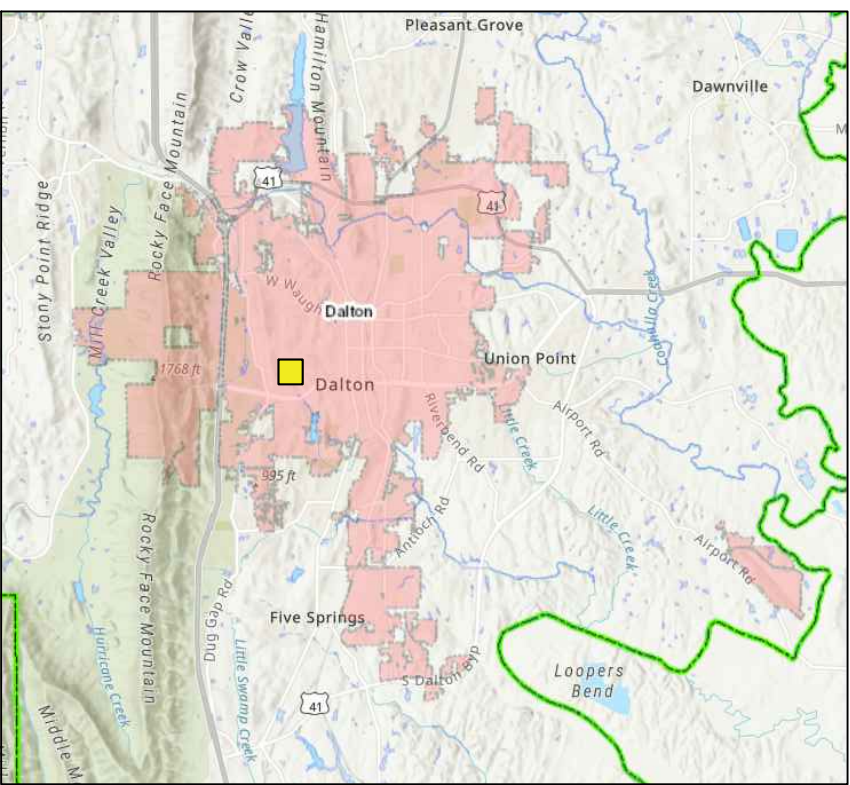
**Legend**

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















<b>Pipe ID</b> Pipe_006472	<b>Pipe Height</b> 90" x 69.5" Elliptical	<b>Pipe Length</b> 41.71 LF
<b>Nearest Address</b> 408 Esther Drive	<b>Material</b> CMP	<b>Pipe Classification</b> 1A - Flexible
<b>City of Dalton Public Works Department</b> Appendix A In-Situ Lining Bid Item Location Overview		<b>FIGURE</b> 28





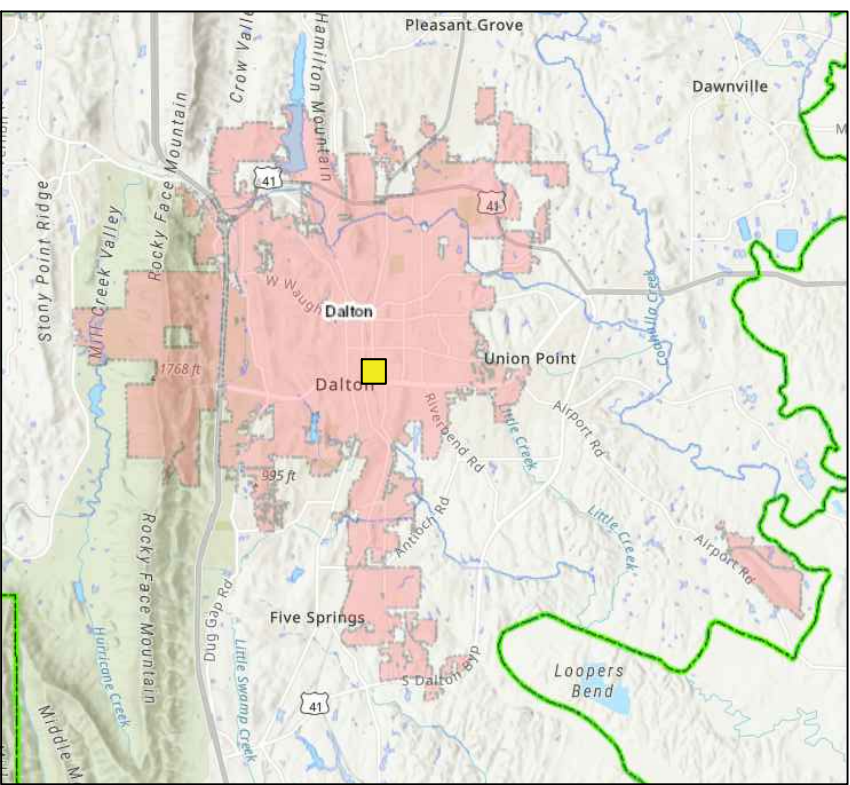
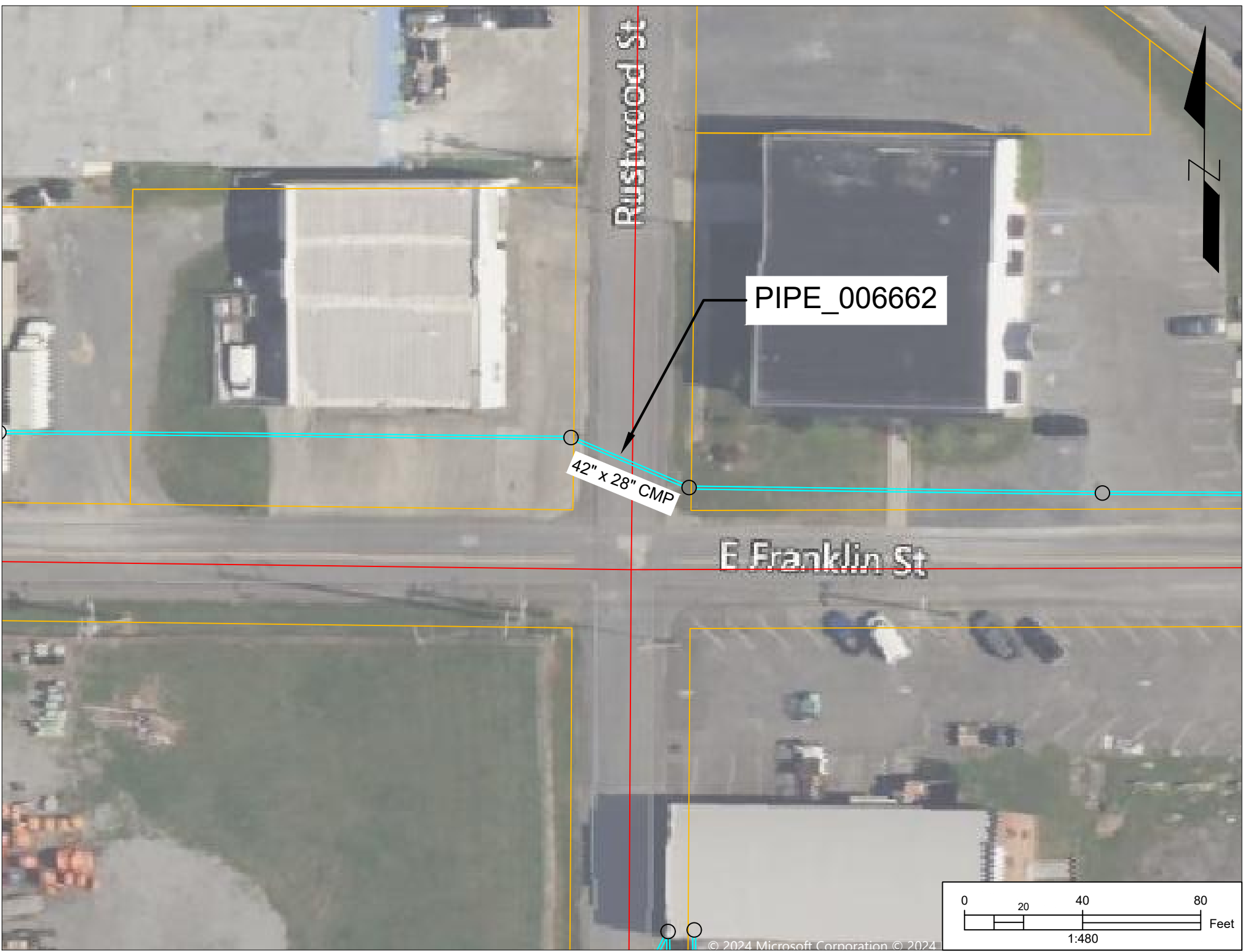
**Legend**

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



<b>Pipe ID</b> Pipe_006520	<b>Pipe Height</b> 38" x 24" Elliptical	<b>Pipe Length</b> 82.66 LF
<b>Nearest Address</b> 702 Lenna Lane	<b>Material</b> CMP	<b>Pipe Classification</b> 1A - Flexible
<b>City of Dalton Public Works Department</b> <b>Appendix A</b> <b>In-Situ Lining Bid Item Location Overview</b>		<b>FIGURE</b> 29

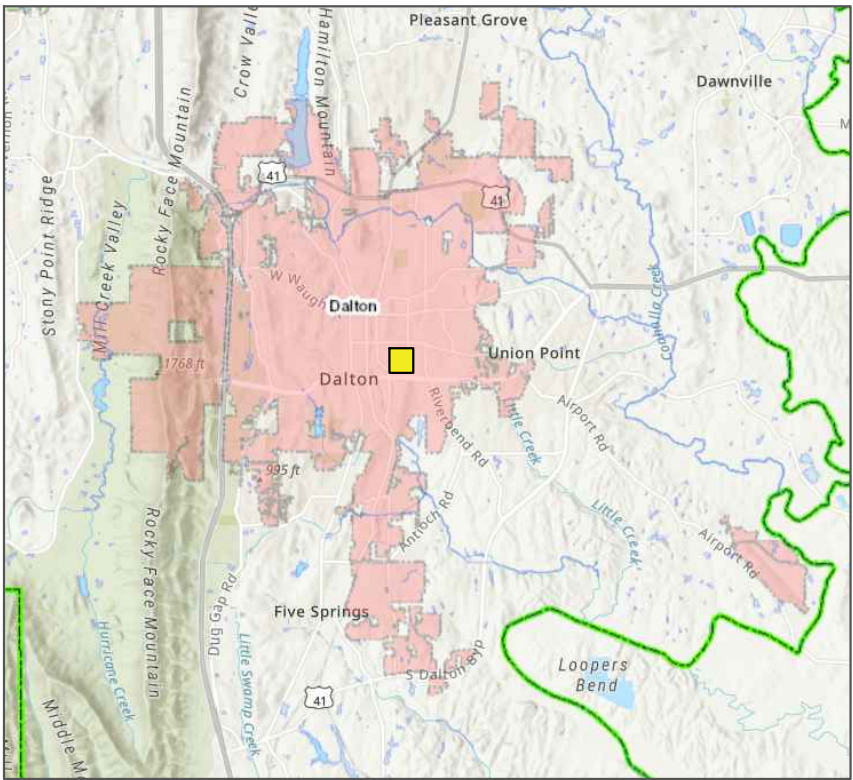
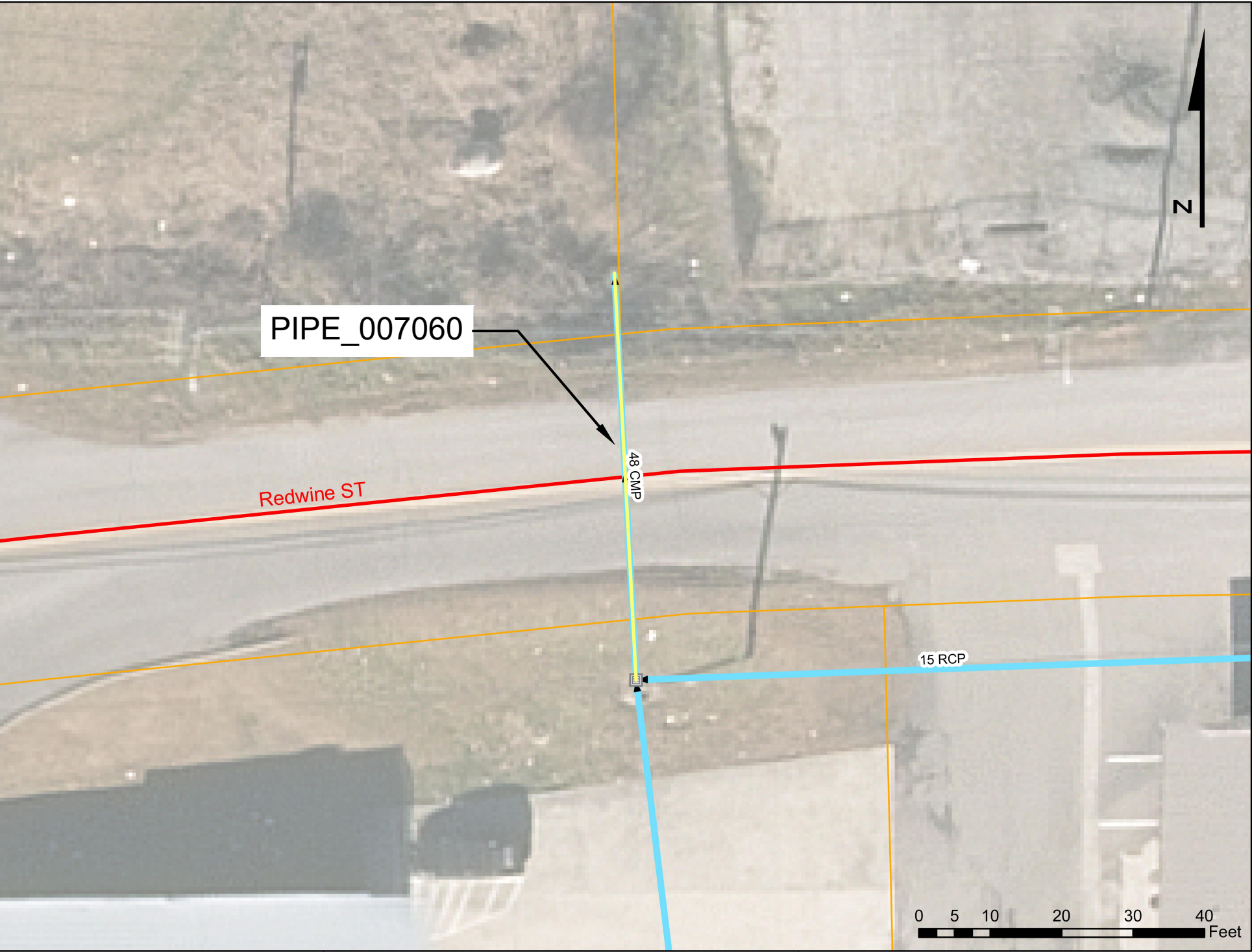




<div><div><div>County Road</div><div>City Street</div><div>State Highway</div></div><div><div>US Highway</div><div>Interstate</div><div>Other</div></div></div> <div><div>Pipes</div><div>PIPE_TYPE</div><div>Arch</div><div>Box Culvert</div></div> <div><div>Elliptical</div><div>Round</div><div>N/A</div><div>Other</div></div>		Pipe ID	Pipe Height	Pipe Length	
		Pipe_006662	42" x 28" Elliptical	43.41 LF	
		Nearest Address	Material	Pipe Classification	
		211 E. Franklin Street	CMP	1A - Flexible	
City of Dalton Public Works Department Appendix A In-Situ Lining Bid Item Location Overview					FIGURE 30







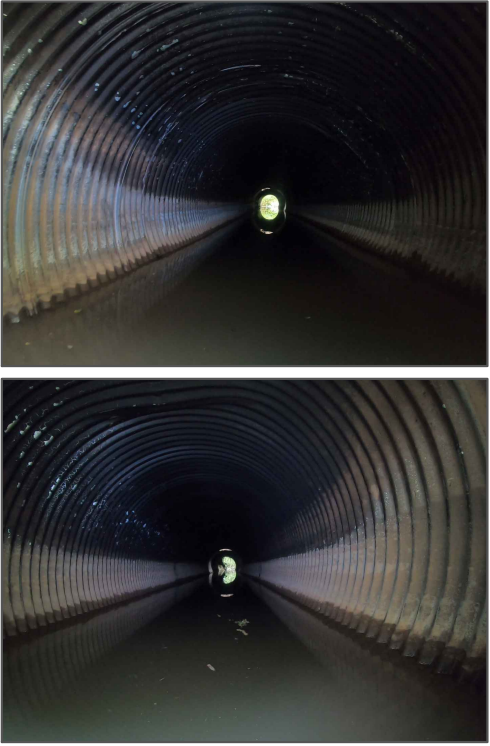
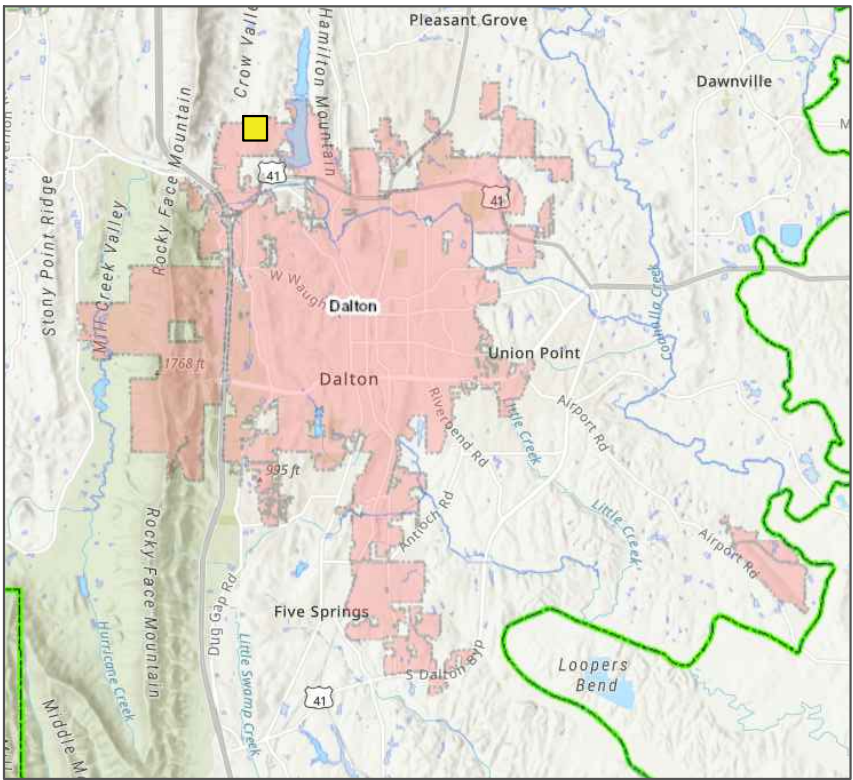
Legend

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



<b>Pipe ID</b> Pipe_007060	<b>Pipe Height</b> 48 in	<b>Pipe Length</b> 58.00 LF
<b>Nearest Address</b> 700 Redwine Street	<b>Material</b> CMP	<b>Pipe Classification</b> 2B - Flexible
City of Dalton Public Works Department Appendix A In-Situ Lining Bid Item Location Overview		FIGURE 31





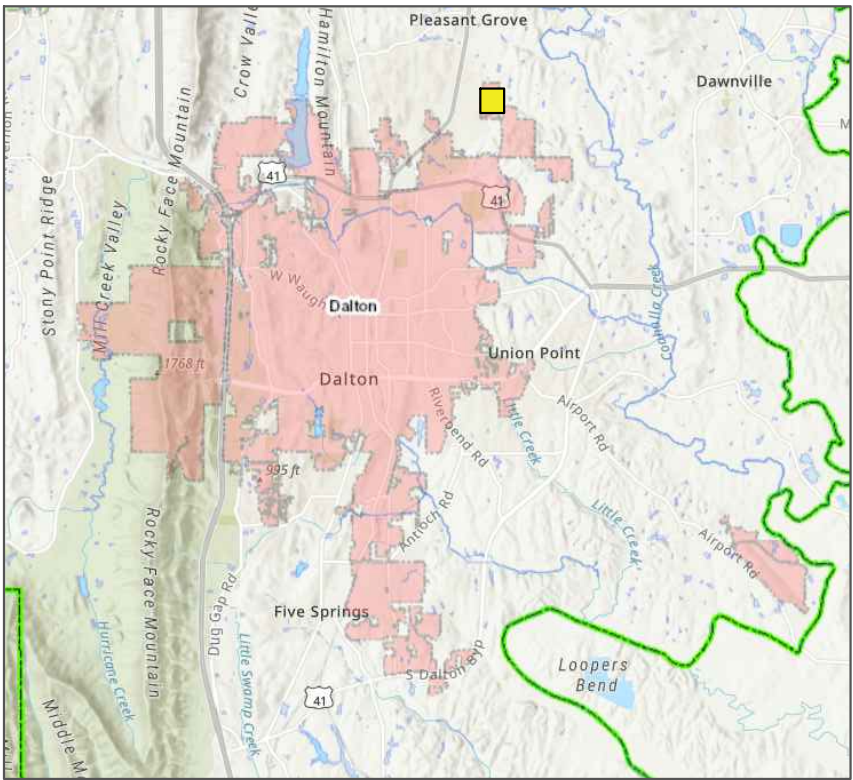
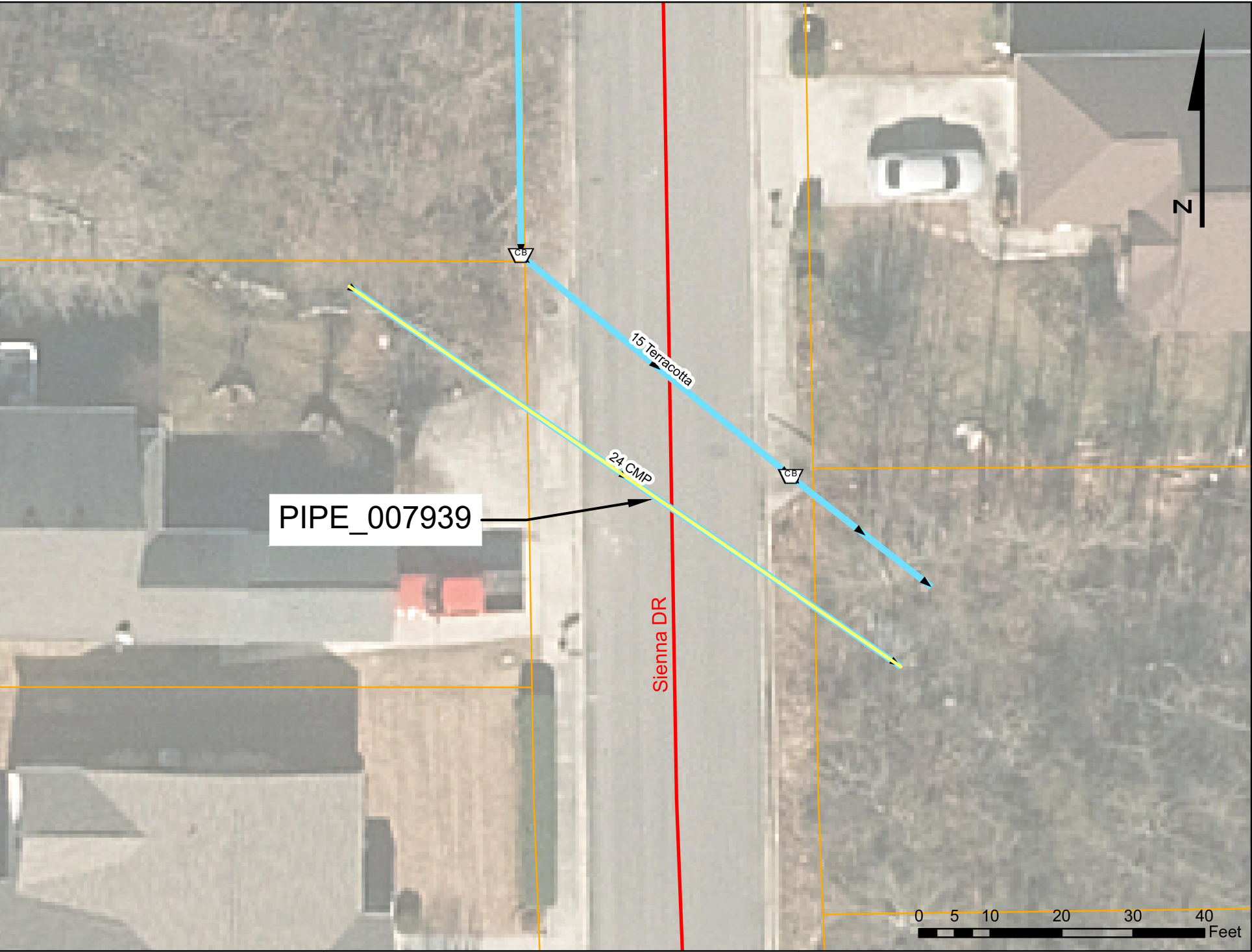
**Legend**

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



<b>Pipe ID</b> Pipe_007836	<b>Pipe Height</b> 48 in	<b>Pipe Length</b> 40.34 LF
<b>Nearest Address</b> 1804 Glenbrook Place	<b>Material</b> CMP	<b>Pipe Classification</b> 1A - Flexible
<b>City of Dalton Public Works Department</b> Appendix A In-Situ Lining Bid Item Location Overview		<b>FIGURE</b> 32





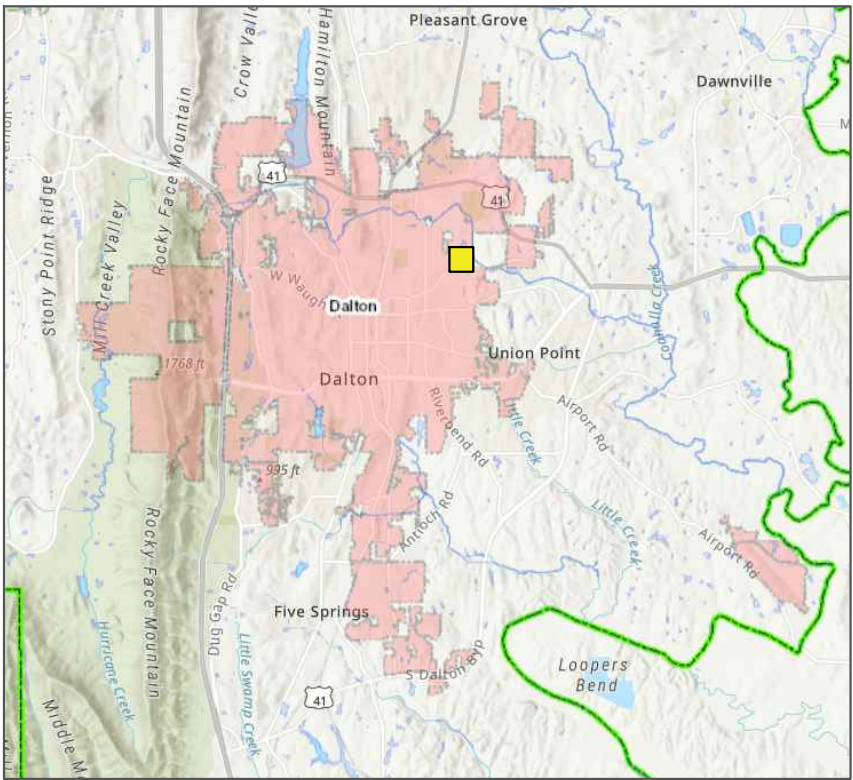
**Legend**

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















<b>Pipe ID</b> Pipe_007939	<b>Pipe Height</b> 60 in	<b>Pipe Length</b> 93.99 LF
<b>Nearest Address</b> 1411 Sienna Drive	<b>Material</b> CMP	<b>Pipe Classification</b> 1A - Flexible
<b>City of Dalton Public Works Department</b> Appendix A In-Situ Lining Bid Item Location Overview		<b>FIGURE</b> 33





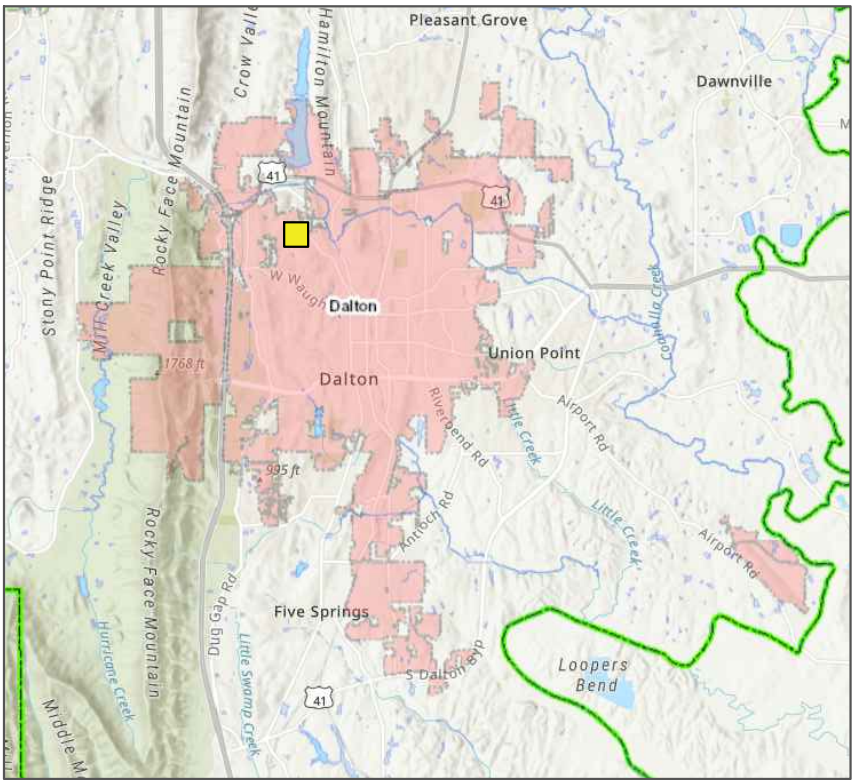
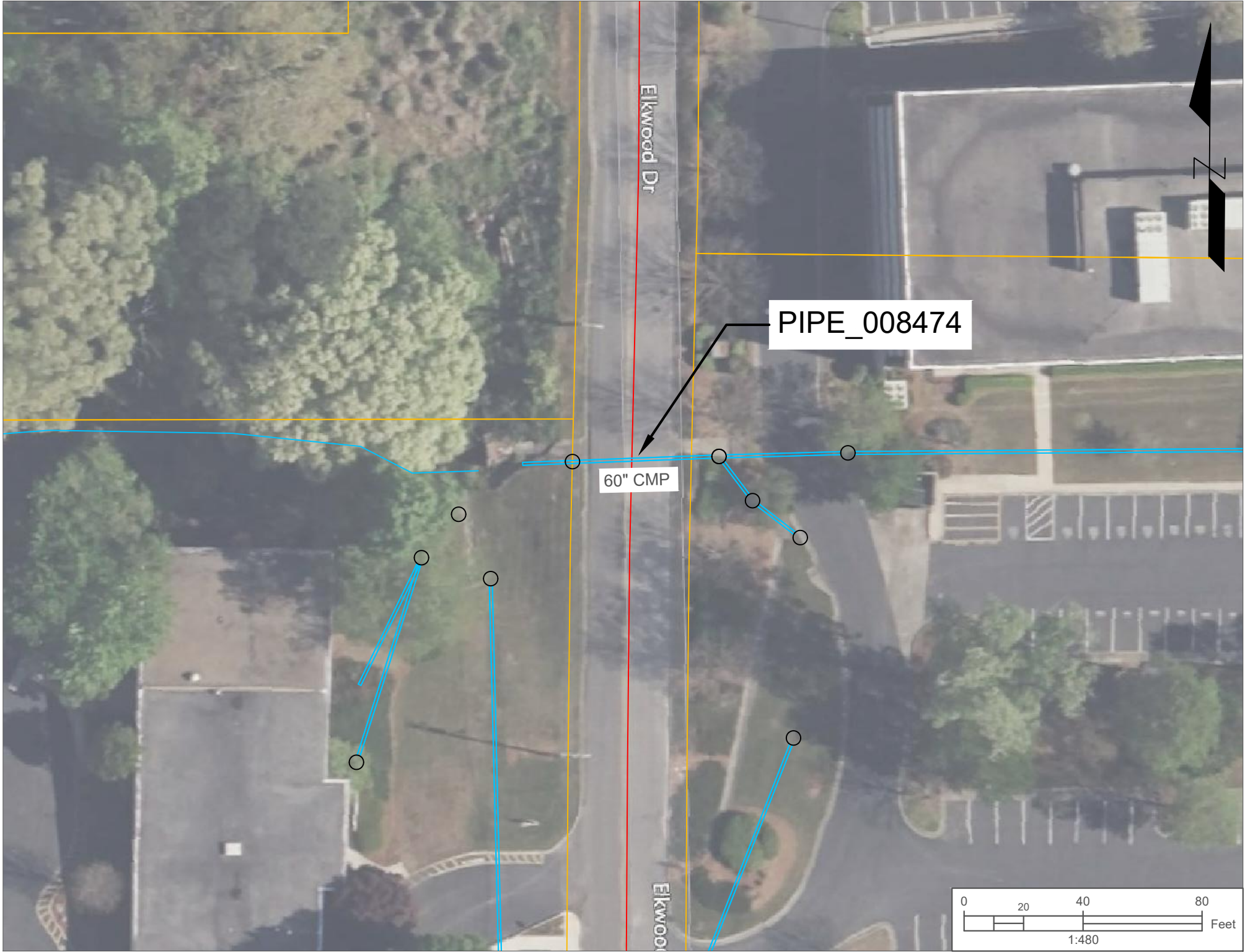
**Legend**

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



<b>Pipe ID</b> Pipe_008156	<b>Pipe Height</b> 60 in	<b>Pipe Length</b> 36.80 LF
<b>Nearest Address</b> 1401 Underwood Street	<b>Material</b> CMP	<b>Pipe Classification</b> 1A - Flexible
City of Dalton Public Works Department Appendix A In-Situ Lining Bid Item Location Overview		FIGURE 34





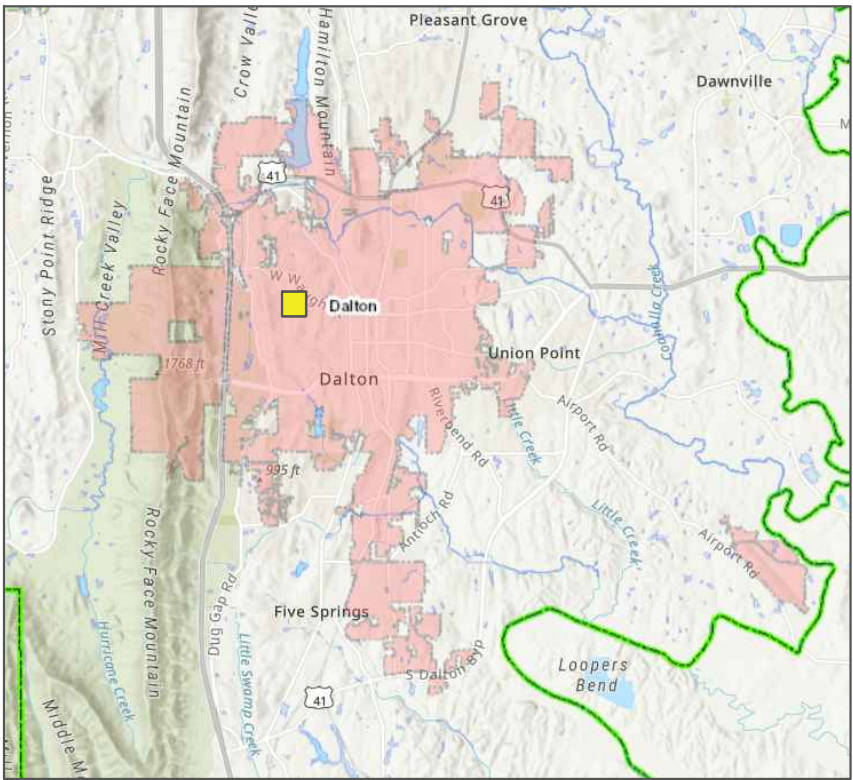
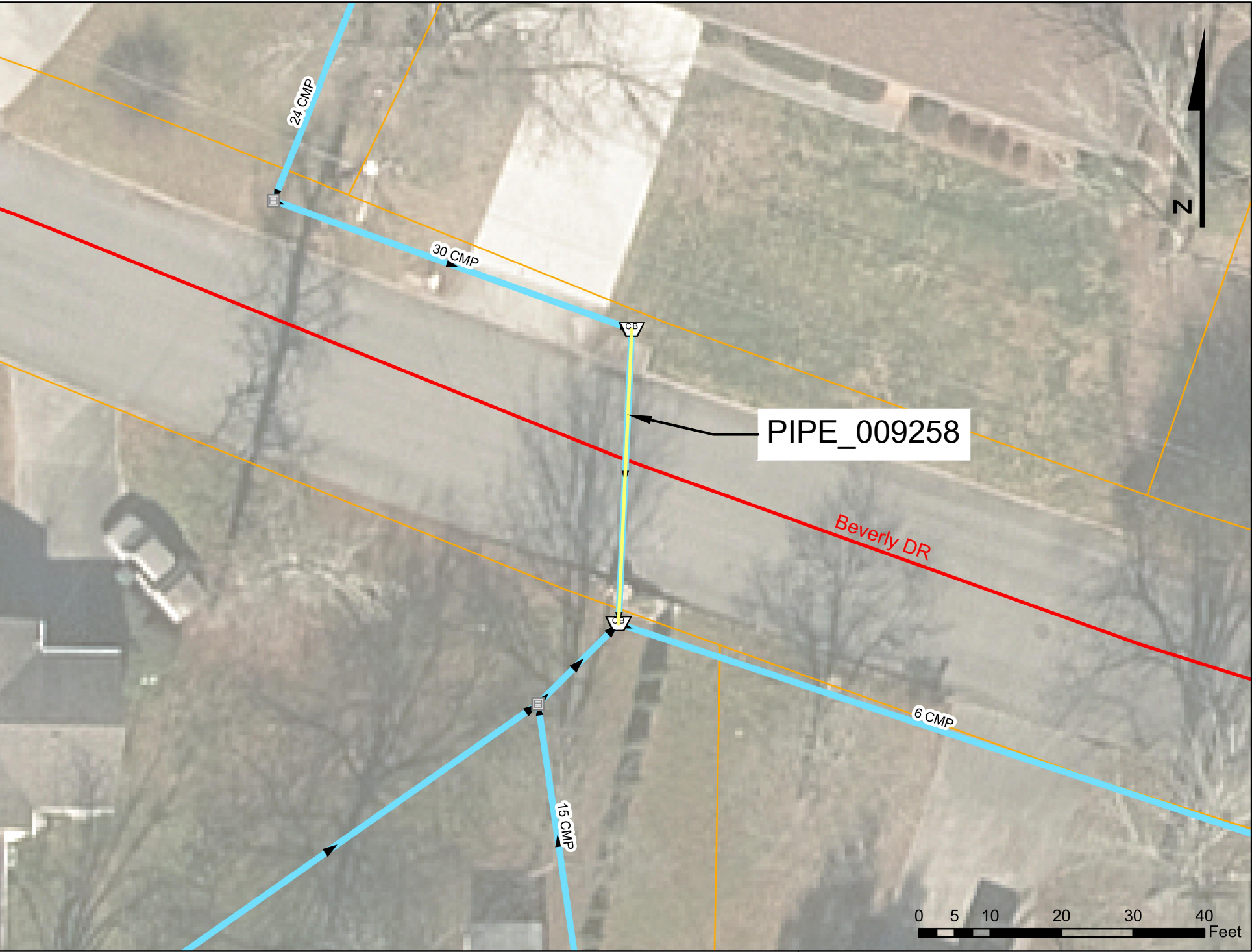
Legend

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



<b>Pipe ID</b> Pipe_008474	<b>Pipe Height</b> 60 in	<b>Pipe Length</b> 66.10 LF
<b>Nearest Address</b> 1275 Elkwood Drive	<b>Material</b> CMP	<b>Pipe Classification</b> 3A - Flexible
<b>City of Dalton Public Works Department</b> Appendix A In-Situ Lining Bid Item Location Overview		<b>FIGURE</b> 35





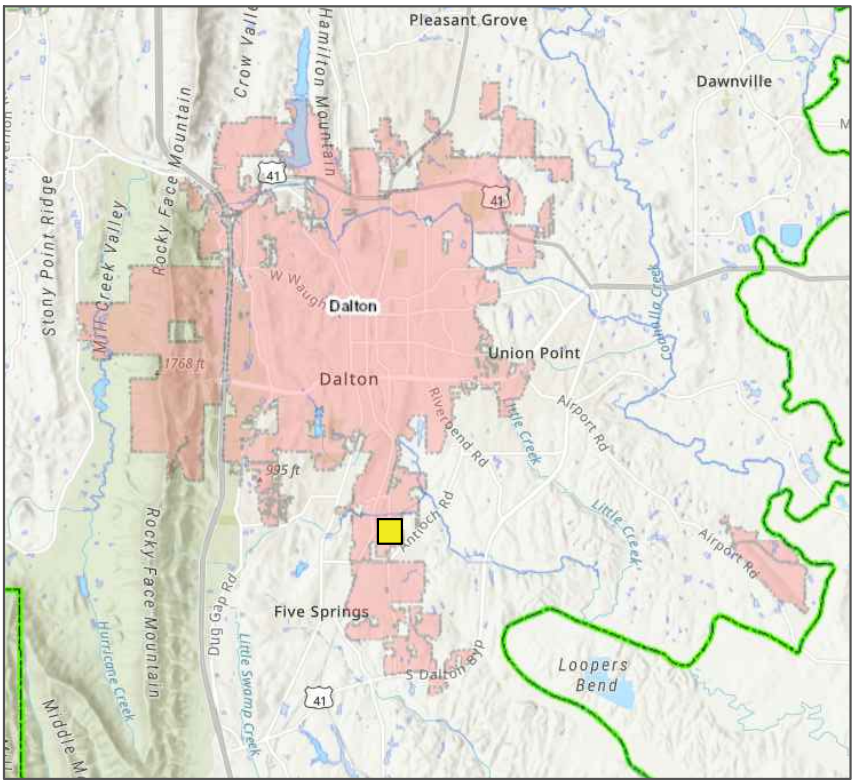
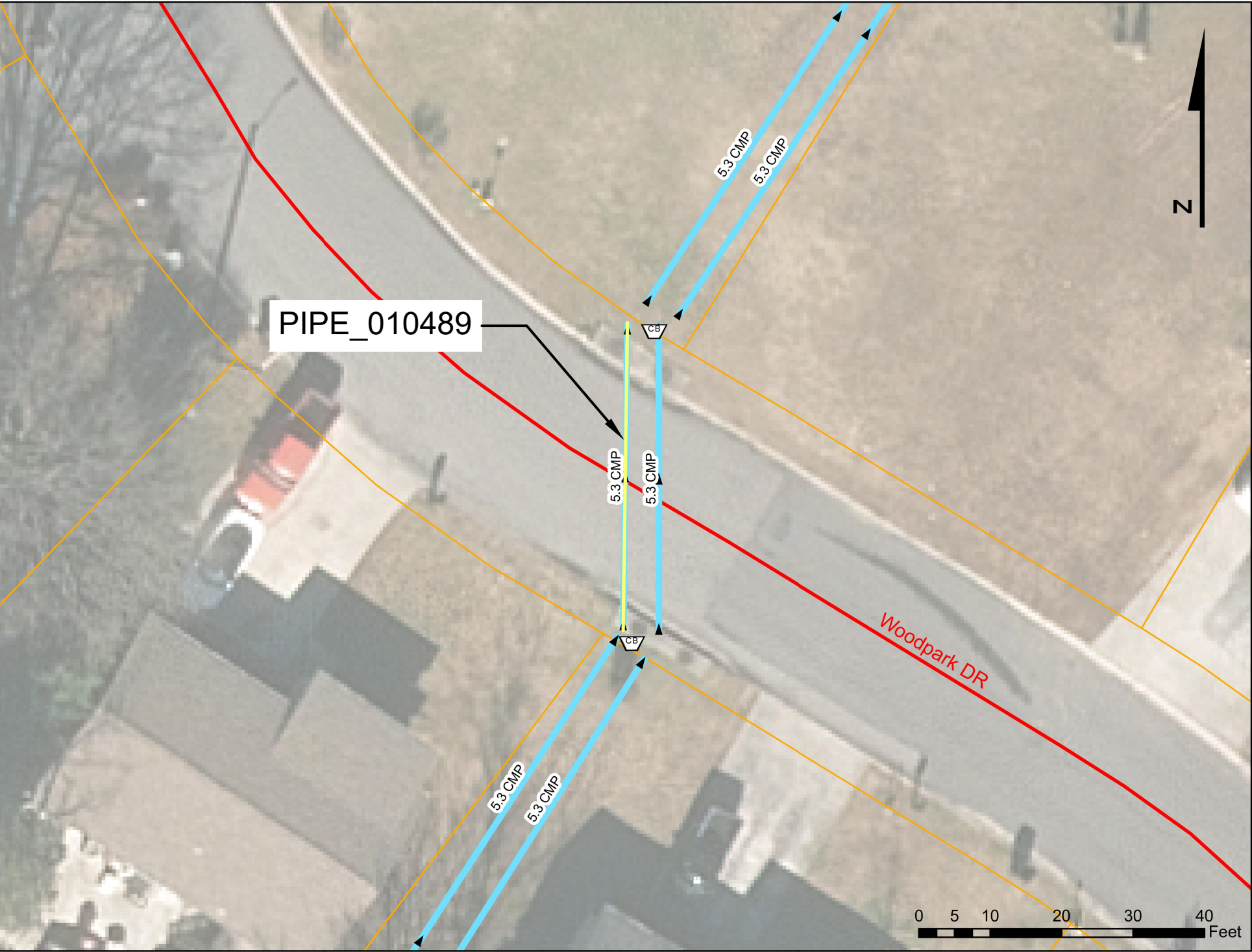
**Legend**

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



<b>Pipe ID</b> Pipe_009258	<b>Pipe Height</b> 42" x 28" Elliptical	<b>Pipe Length</b> 41.29 LF
<b>Nearest Address</b> 224 Westerly Drive	<b>Material</b> CMP	<b>Pipe Classification</b> 1A - Flexible
<b>City of Dalton Public Works Department</b> Appendix A In-Situ Lining Bid Item Location Overview		<b>FIGURE</b> 36





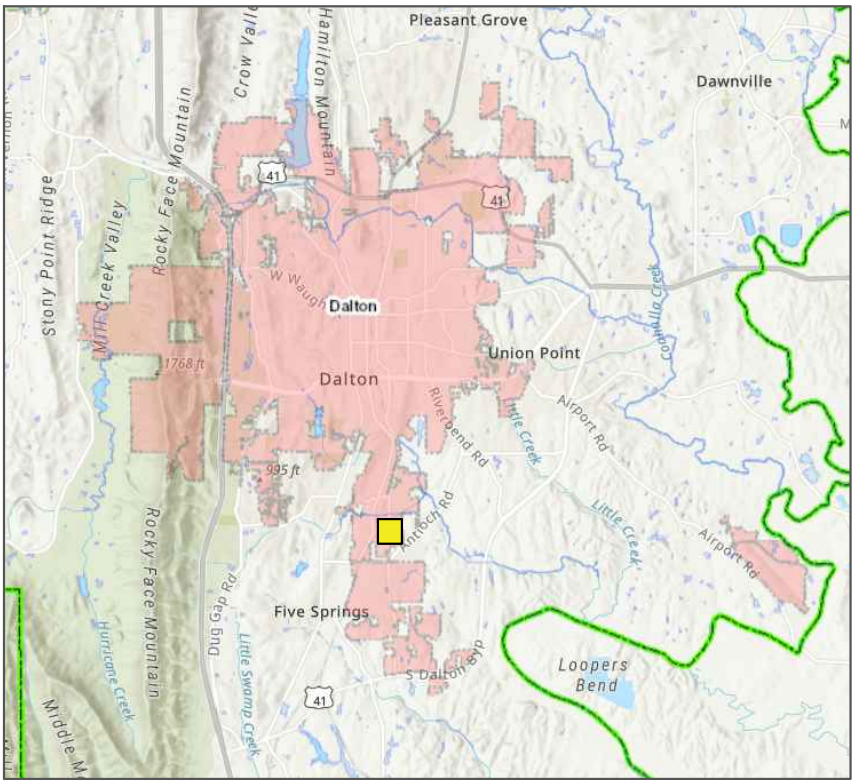
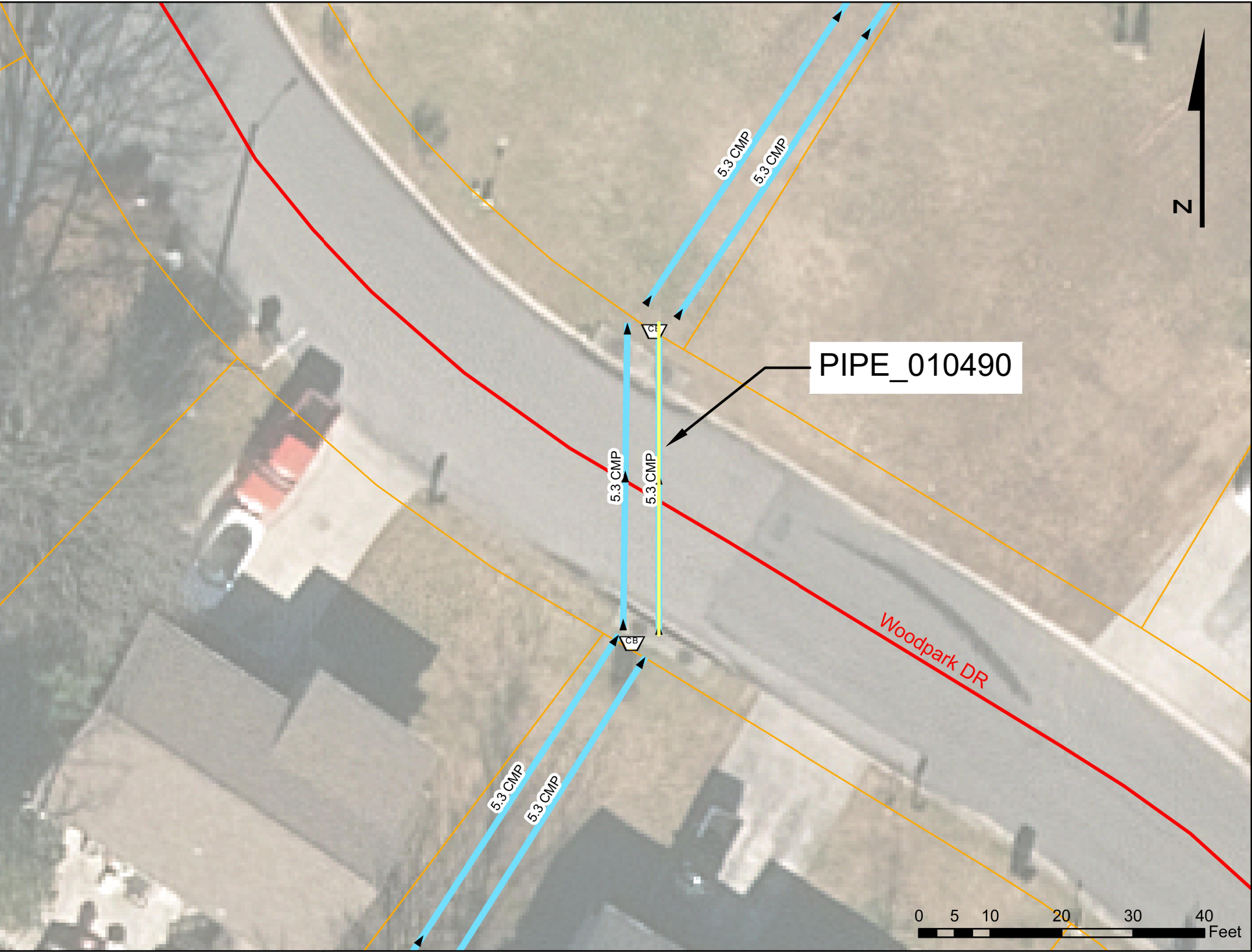
**Legend**

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















<b>Pipe ID</b> Pipe_010489	<b>Pipe Height</b> 58" x 33" Elliptical	<b>Pipe Length</b> 43.13 LF
<b>Nearest Address</b> 203 Woodpark Drive	<b>Material</b> CMP	<b>Pipe Classification</b> 1A - Flexible
<b>City of Dalton Public Works Department</b> Appendix A In-Situ Lining Bid Item Location Overview		<b>FIGURE</b> 37





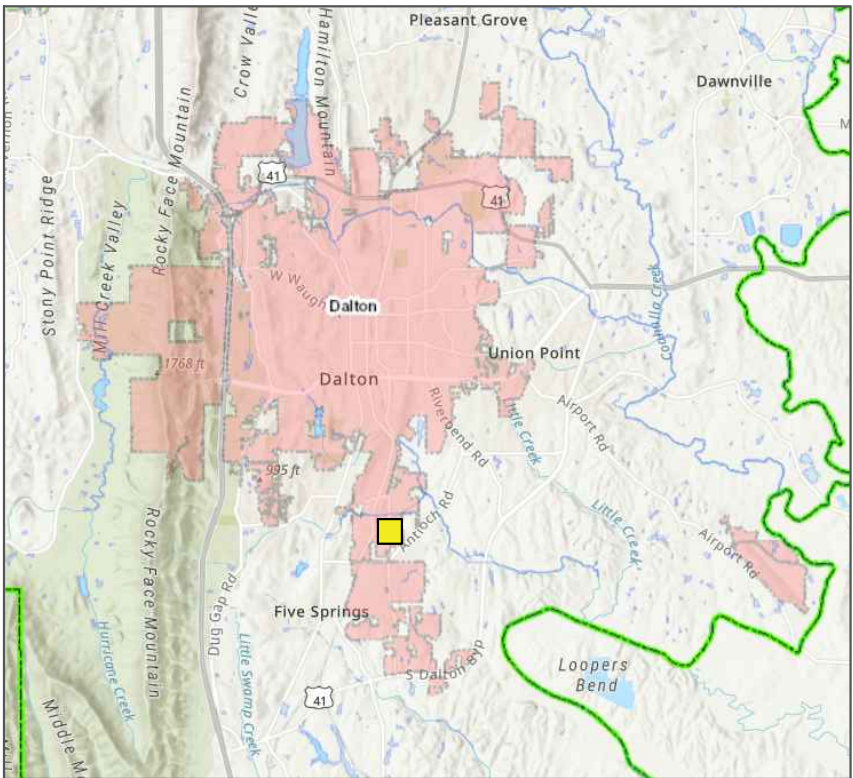
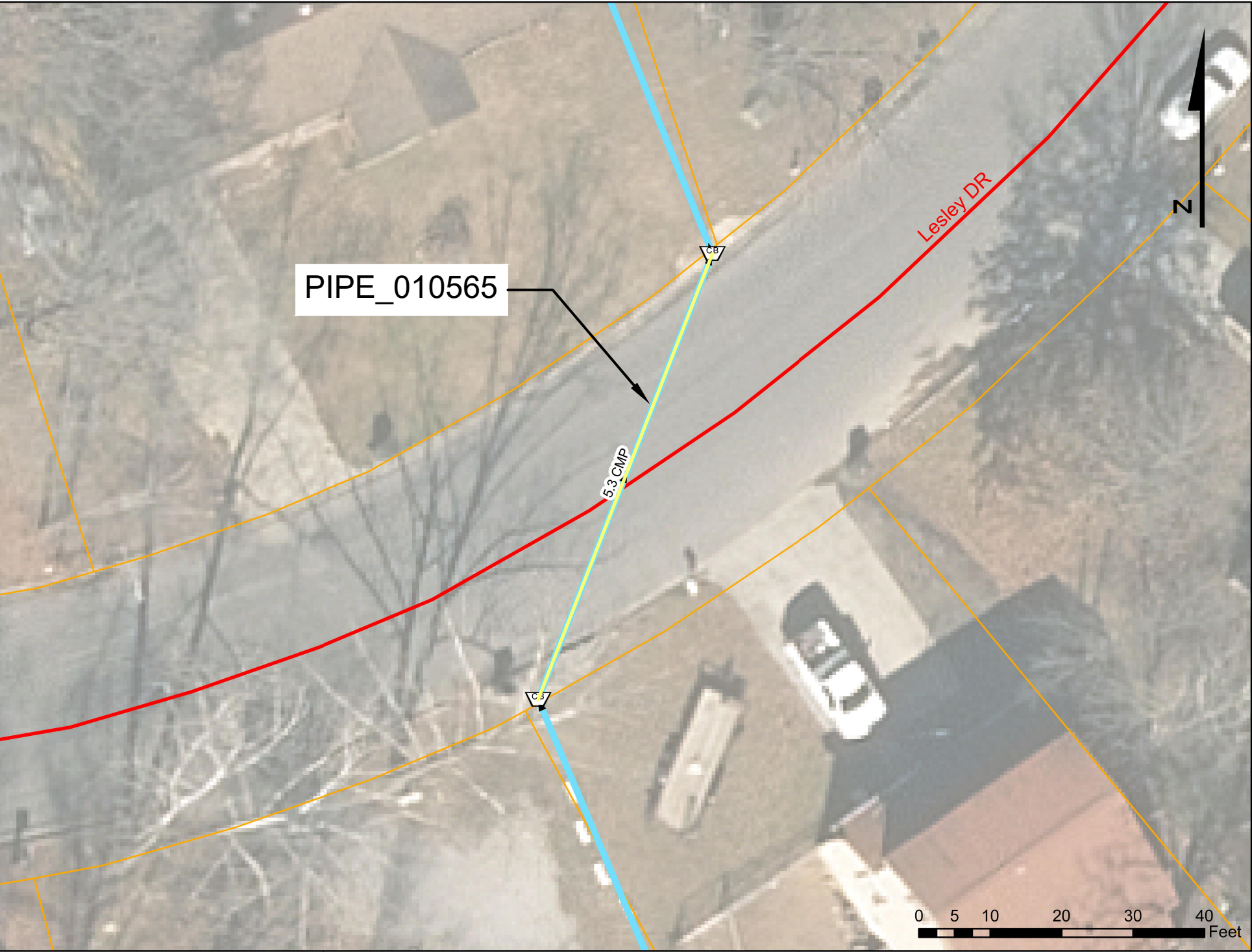
Legend

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



<b>Pipe ID</b> Pipe_010490	<b>Pipe Height</b> 58" x 33" Elliptical	<b>Pipe Length</b> 43.75 LF
<b>Nearest Address</b> 203 Woodpark Drive	<b>Material</b> CMP	<b>Pipe Classification</b> 1A - Flexible
City of Dalton Public Works Department Appendix A In-Situ Lining Bid Item Location Overview		FIGURE 38





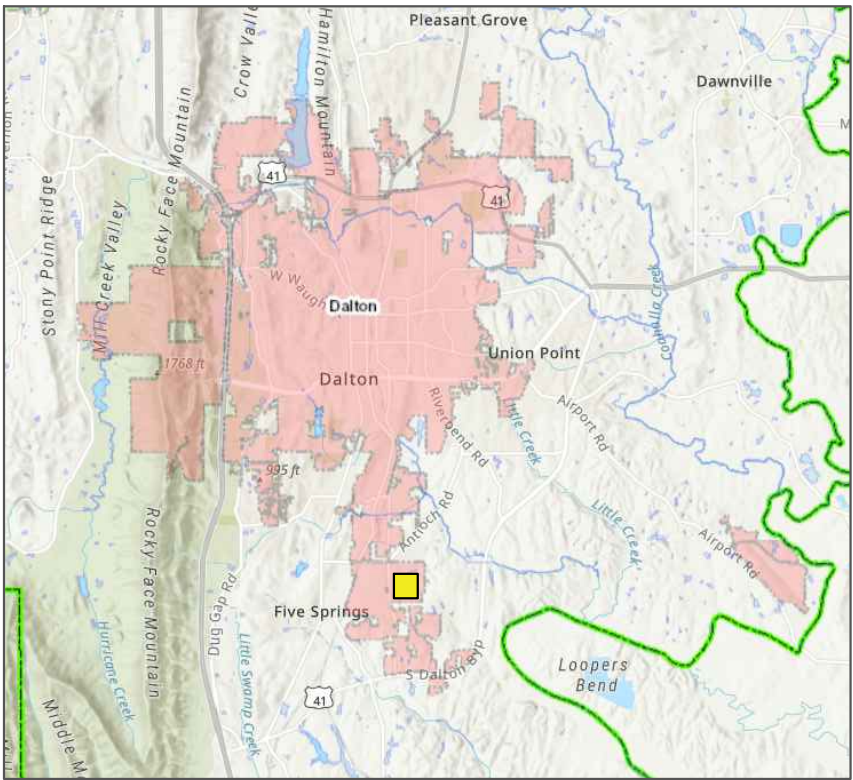
**Legend**

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















<b>Pipe ID</b> Pipe_010565	<b>Pipe Height</b> 65" x 35" Elliptical	<b>Pipe Length</b> 67.12 LF
<b>Nearest Address</b> 410 Lesley Drive	<b>Material</b> CMP	<b>Pipe Classification</b> 1A - Flexible
<b>City of Dalton Public Works Department</b> Appendix A In-Situ Lining Bid Item Location Overview		<b>FIGURE</b> 39





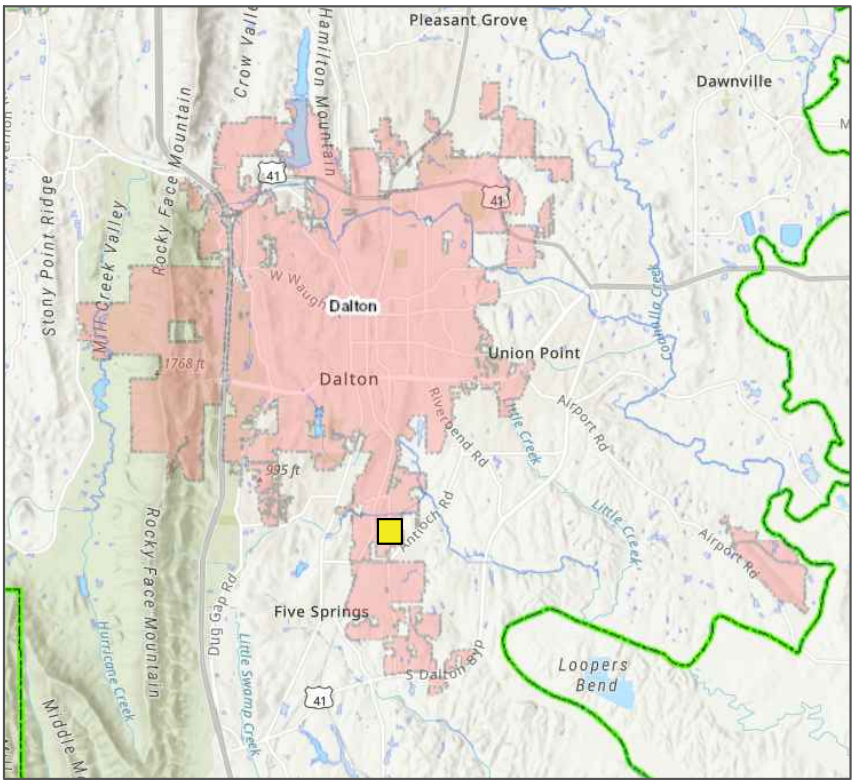
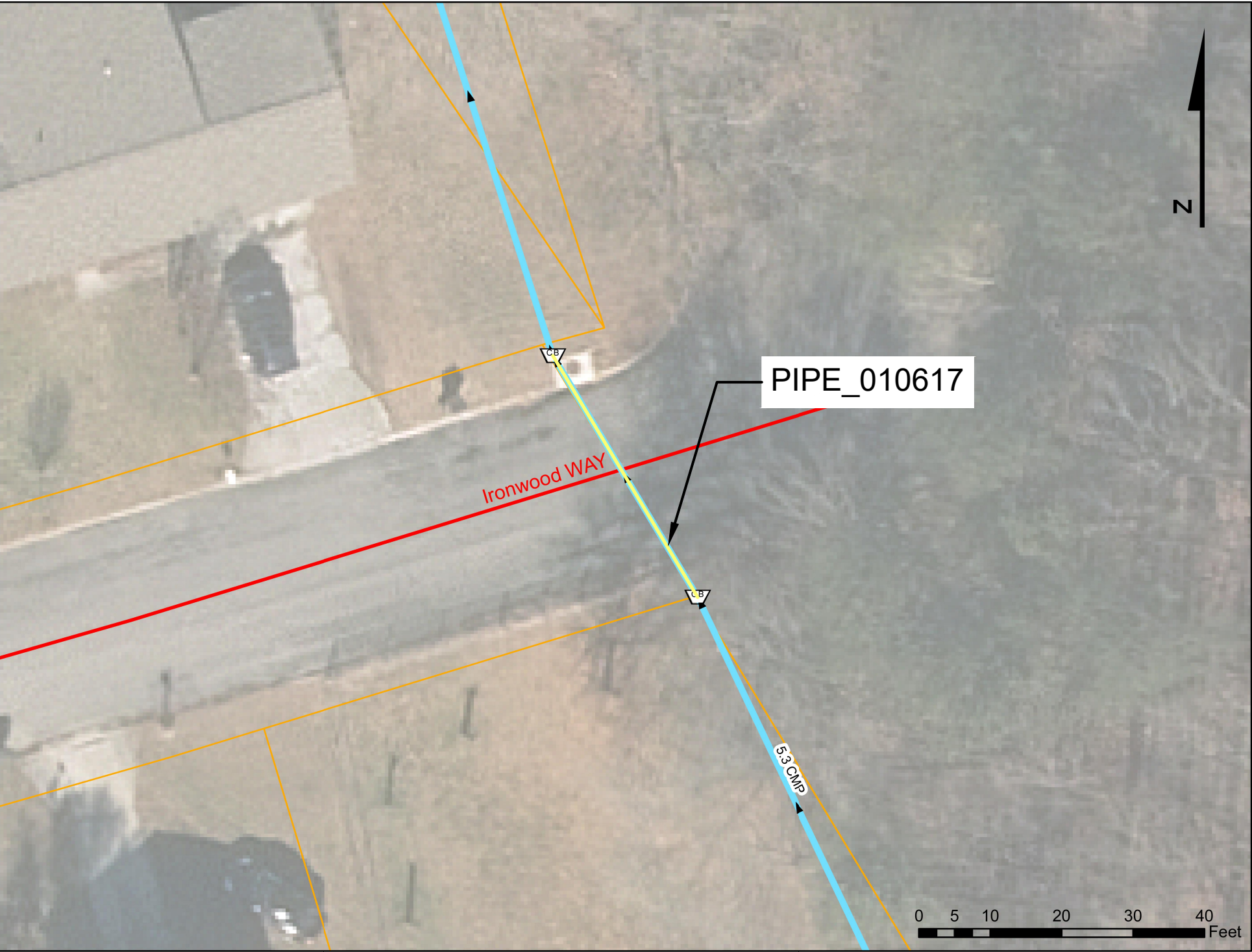
**Legend**

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



<b>Pipe ID</b> Pipe_010597	<b>Pipe Height</b> 65" x 35" Elliptical	<b>Pipe Length</b> 74.86 LF
<b>Nearest Address</b> 322 Sycamore Circle	<b>Material</b> CMP	<b>Pipe Classification</b> 1A - Flexible
<b>City of Dalton Public Works Department</b> <b>Appendix A</b> <b>In-Situ Lining Bid Item Location Overview</b>		<b>FIGURE</b> 40





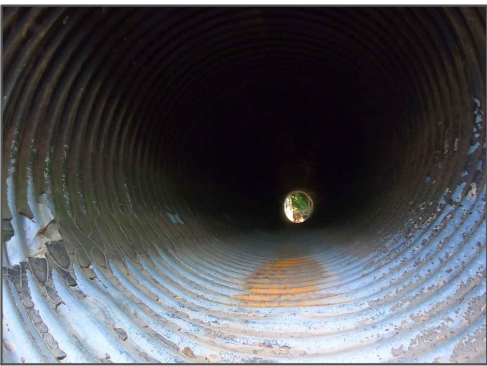
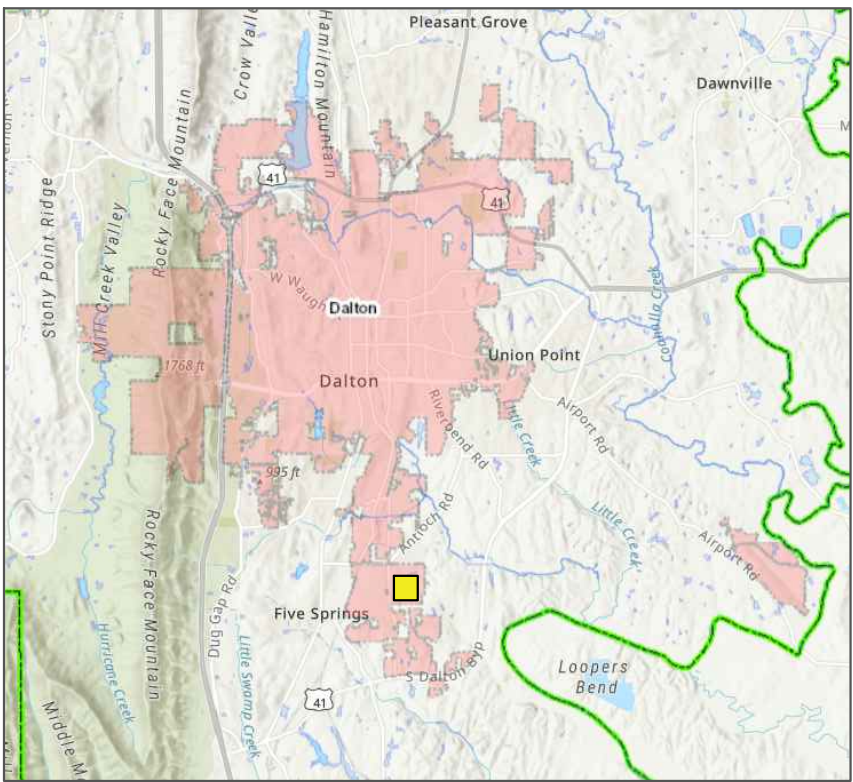
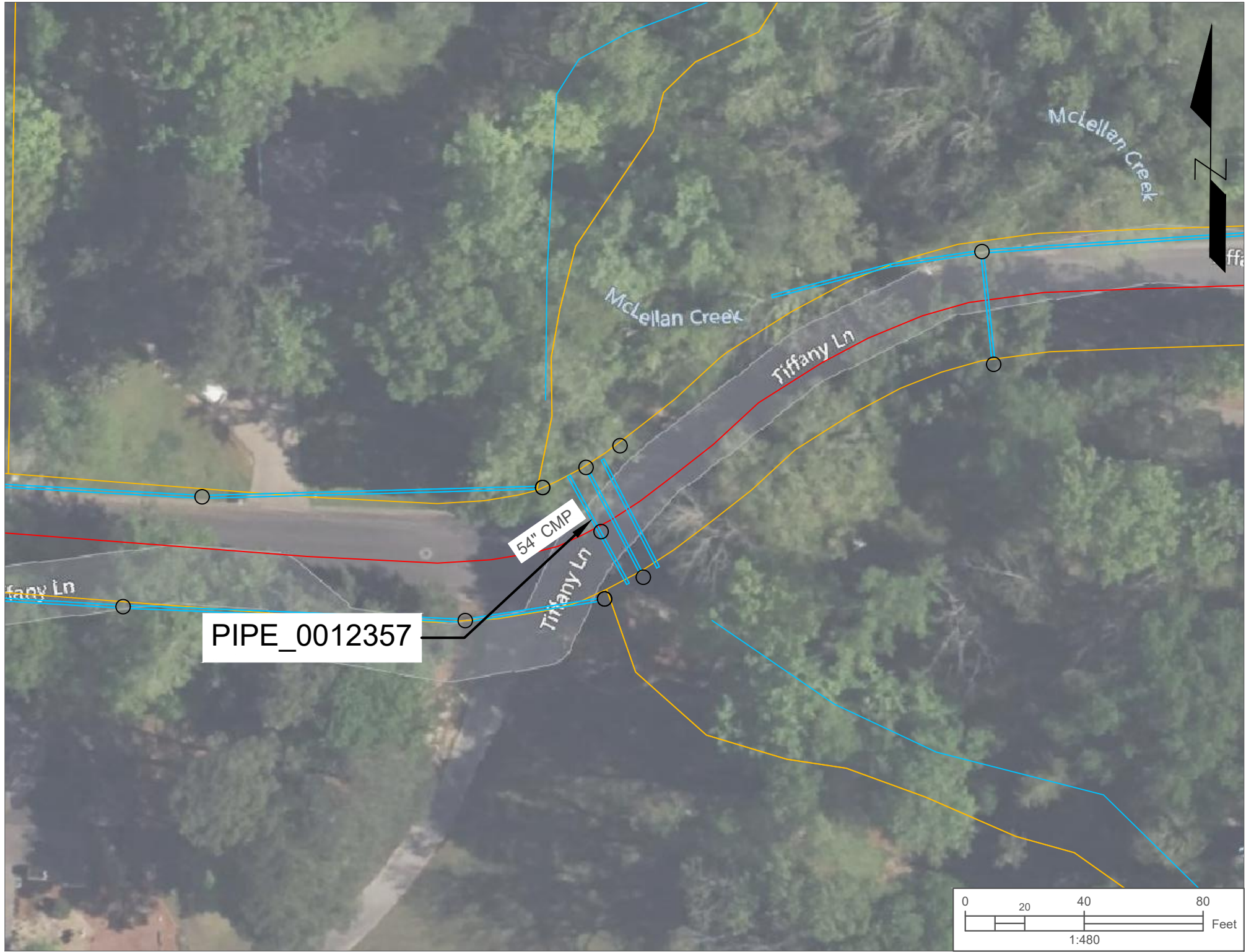
Legend

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



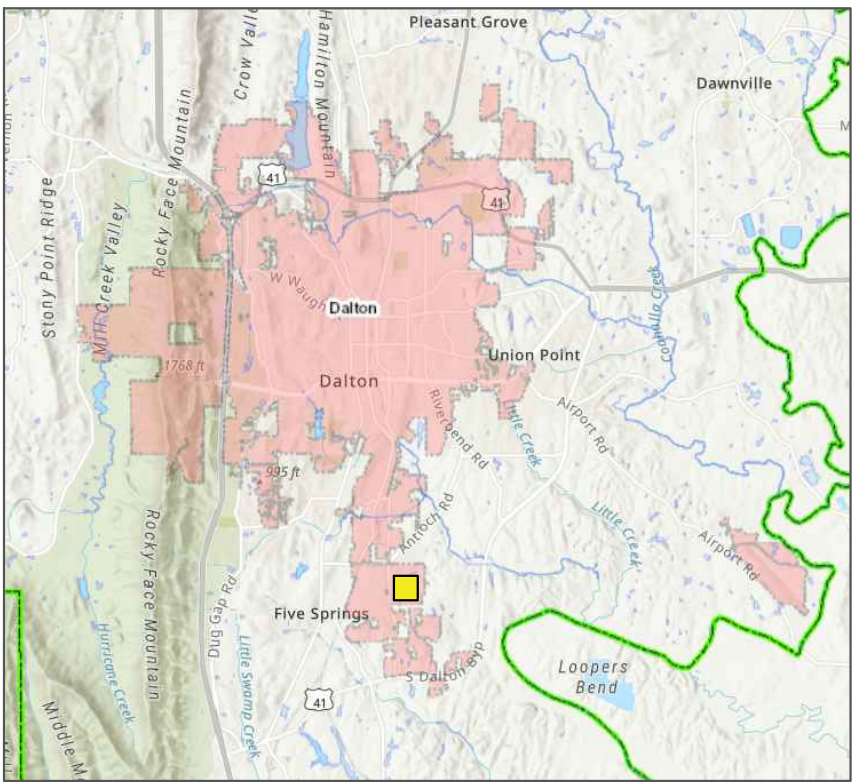
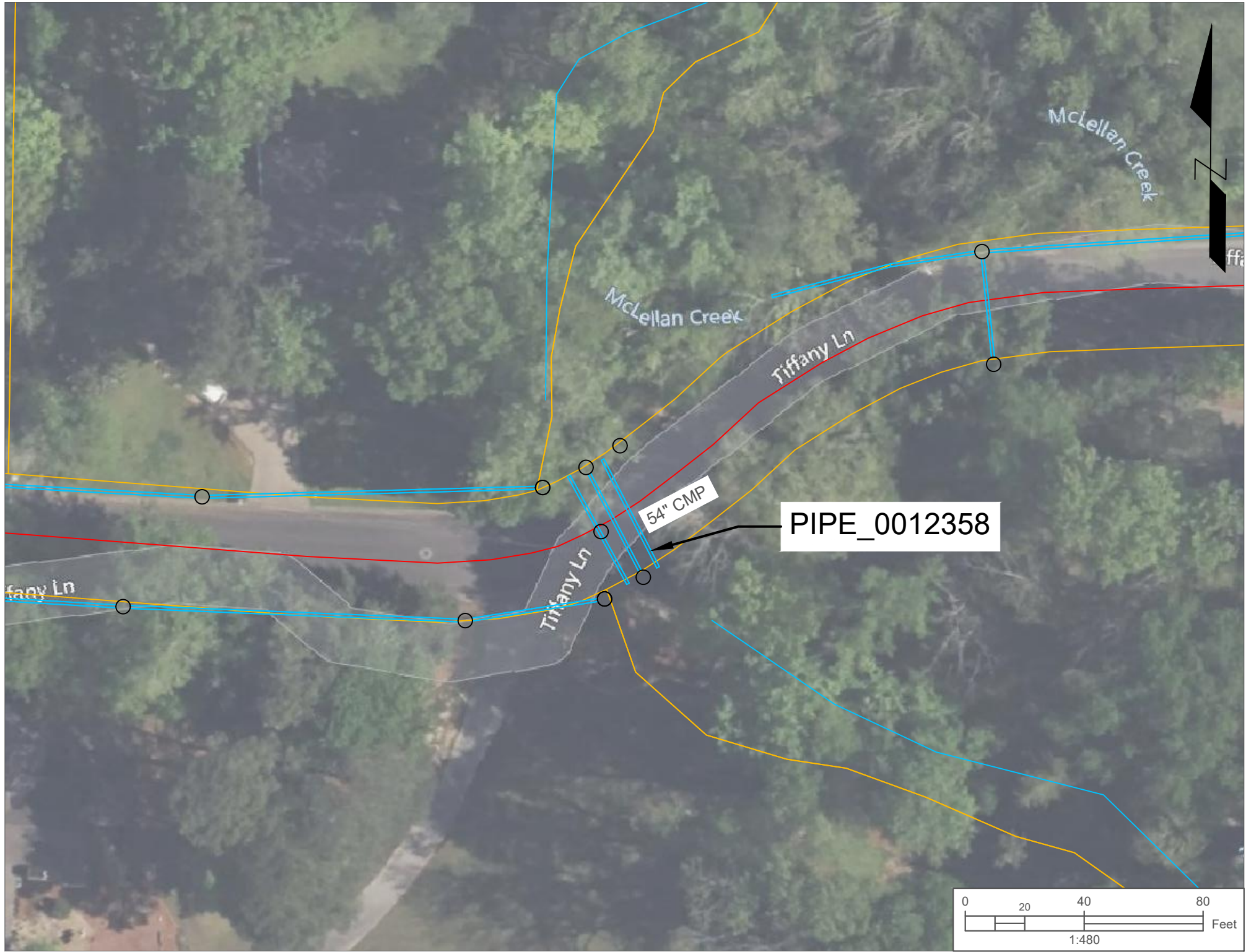
<b>Pipe ID</b> Pipe_010617	<b>Pipe Height</b> 58" x 33" Elliptical	<b>Pipe Length</b> 39.48 LF
<b>Nearest Address</b> 413 Ironwood Way	<b>Material</b> CMP	<b>Pipe Classification</b> 1A - Flexible
<b>City of Dalton Public Works Department</b> Appendix A In-Situ Lining Bid Item Location Overview		<b>FIGURE</b> 41





<div><div><div>County Road</div><div>City Street</div><div>State Highway</div></div><div><div>US Highway</div><div>Interstate</div><div>Other</div></div><div><div>Pipes</div><div>PIPE_TYPE</div><div>Arch</div><div>Box Culvert</div></div><div><div>Elliptical</div><div>Round</div><div>N/A</div><div>Other</div></div></div>		Pipe ID	Pipe Height	Pipe Length
		Pipe_012357	54 in.	41.44 LF
		Nearest Address	Material	Pipe Classification
		115 N. Tibbs Road	CMP	1A - Flexible
City of Dalton Public Works Department Appendix A In-Situ Lining Bid Item Location Overview			FIGURE 42	





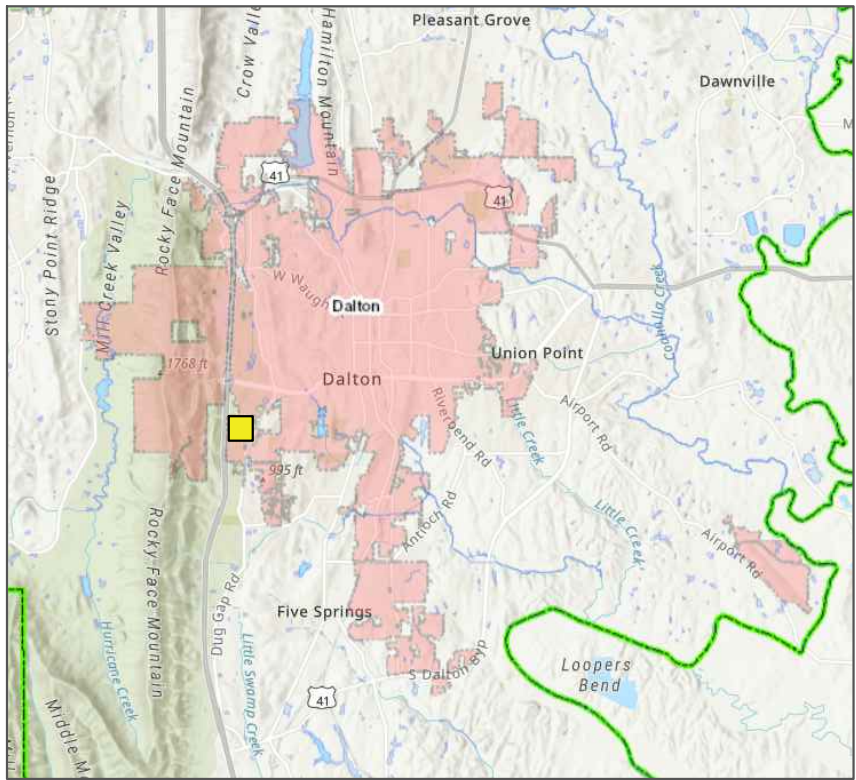
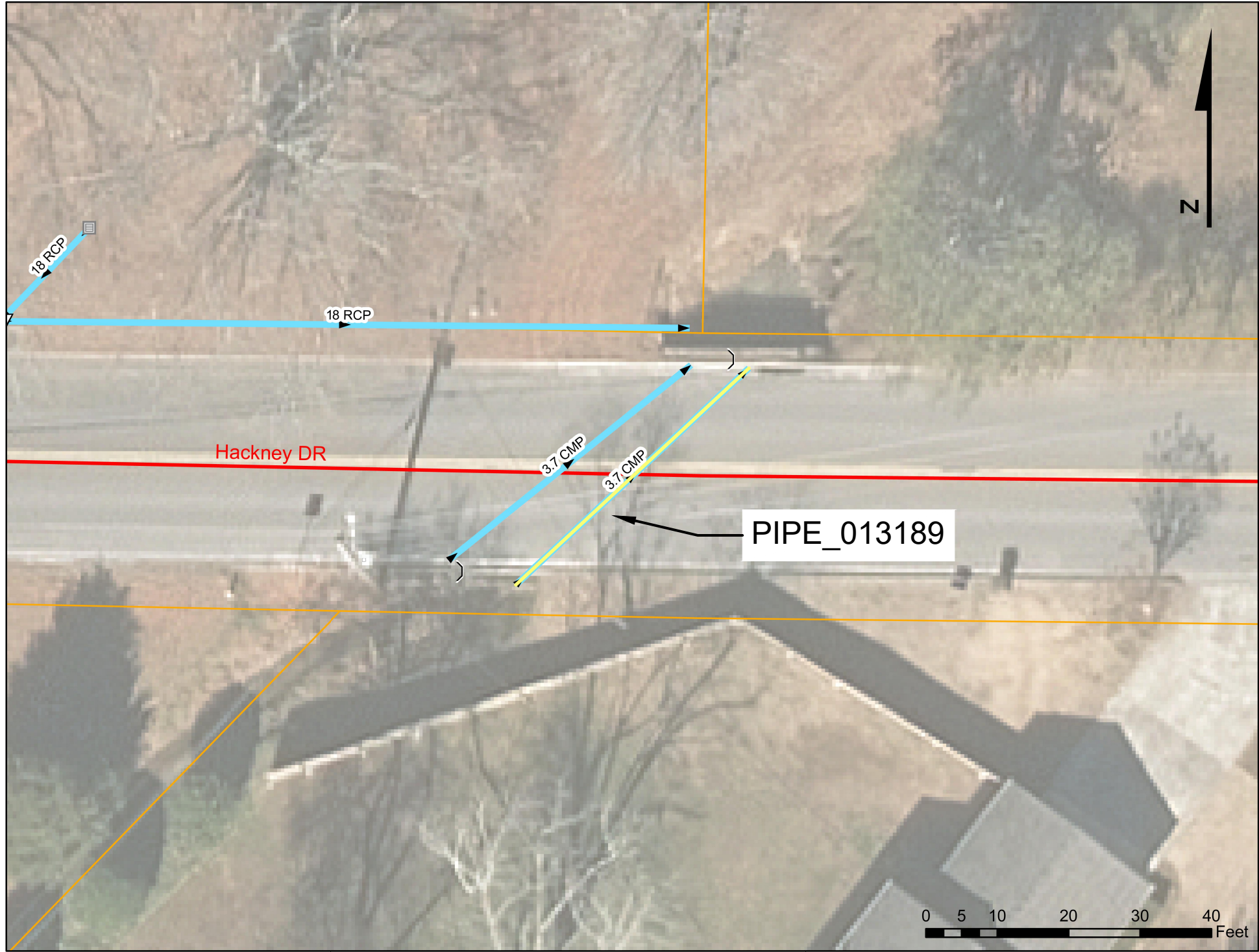
### Legend

<span style="color: green;">—</span> County Road	<span style="color: black;">—</span> US Highway	<b>Pipes</b>	<span style="color: blue;">—</span> Elliptical
<span style="color: red;">—</span> City Street	<span style="color: blue;">—</span> Interstate	<b>PIPE_TYPE</b>	<span style="color: blue;">—</span> Round
<span style="color: black;">—</span> State Highway	<span style="color: blue;">—</span> Other	<span style="color: blue;">—</span> Arch	<span style="color: black;">—</span> N/A
		<span style="color: purple;">—</span> Box Culvert	<span style="color: black;">—</span> Other



<b>Pipe ID</b> Pipe_012358	<b>Pipe Height</b> 54 in.	<b>Pipe Length</b> 40.81 LF
<b>Nearest Address</b> 115 N. Tibbs Road	<b>Material</b> CMP	<b>Pipe Classification</b> 1A - Flexible
City of Dalton Public Works Department Appendix A In-Situ Lining Bid Item Location Overview		FIGURE 43





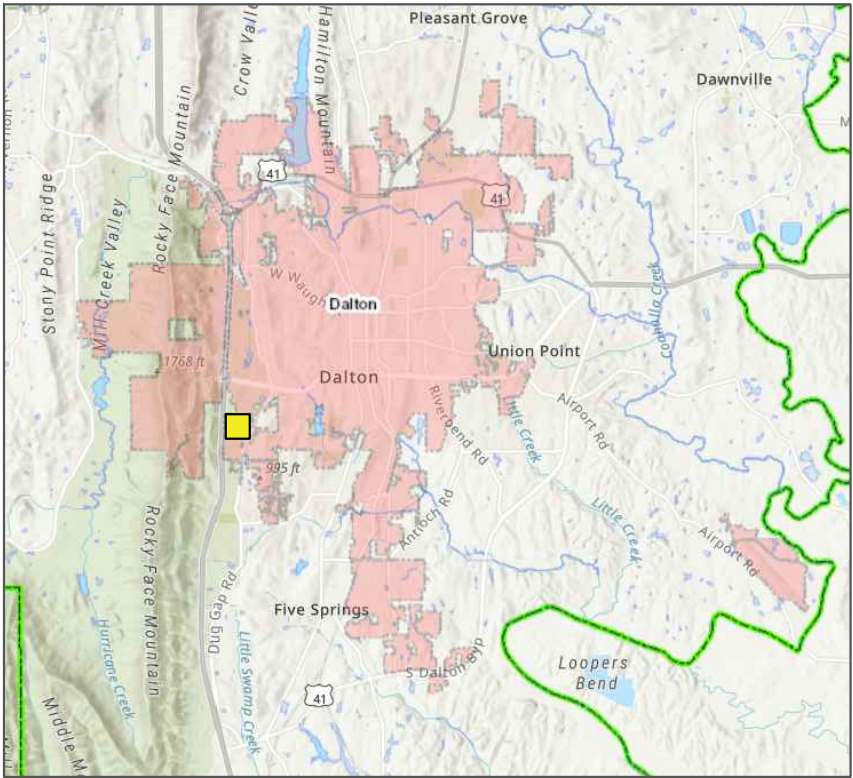
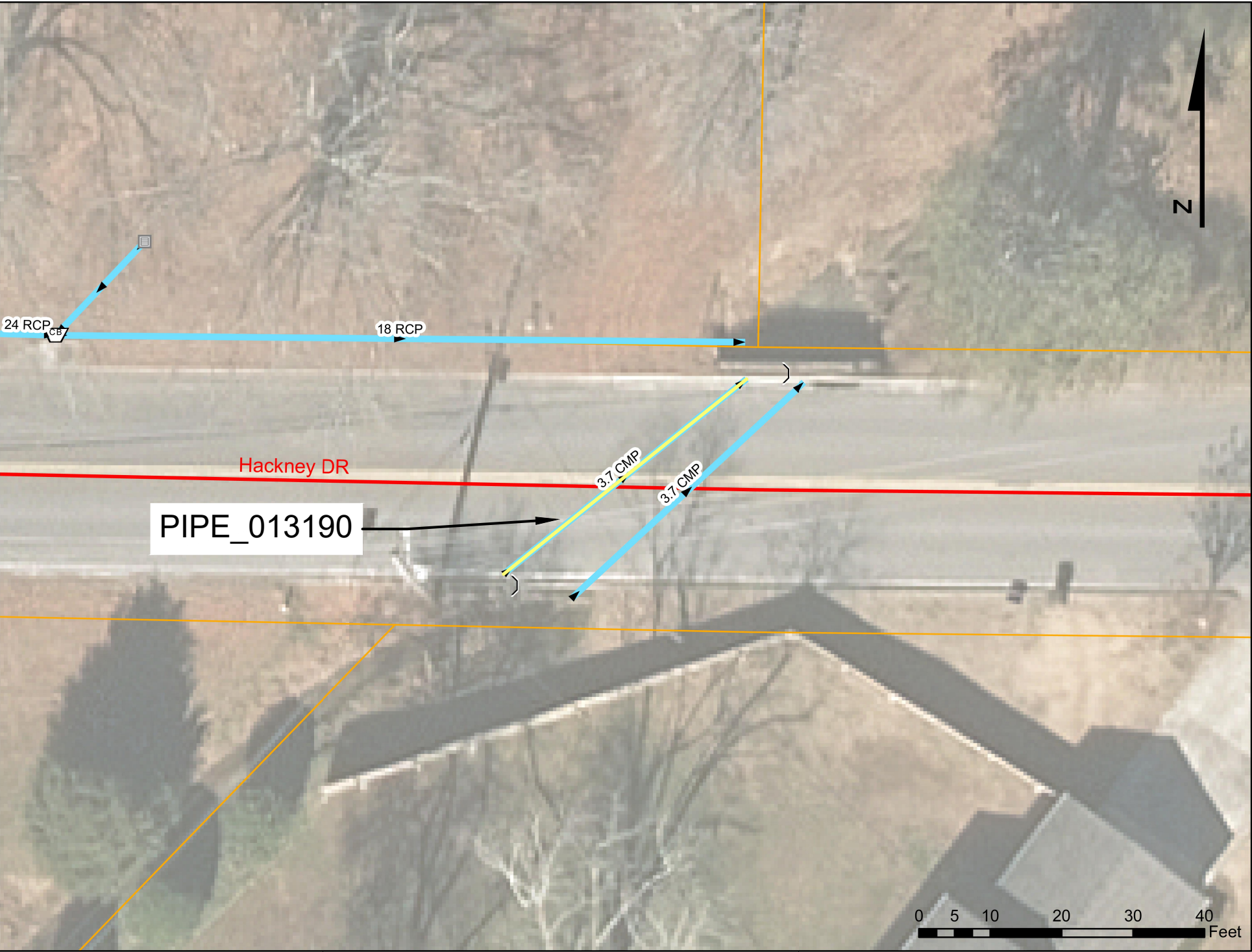
Legend

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



Pipe ID	Pipe Height	Pipe Length
Pipe_013189	52" x 33.5" Elliptical	43.66 LF
Nearest Address	Material	Pipe Classification
708 Hackney Drive	CMP	1A - Flexible
City of Dalton Public Works Department Appendix A In-Situ Lining Bid Item Location Overview		FIGURE 44





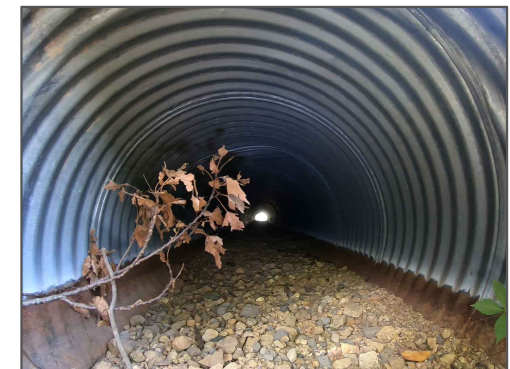
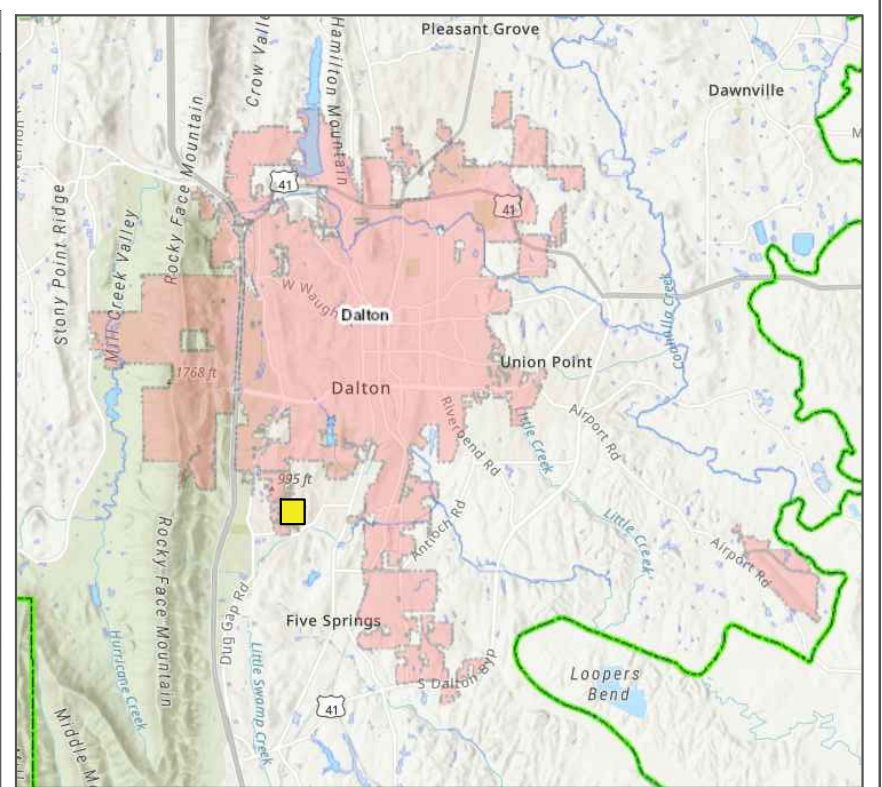
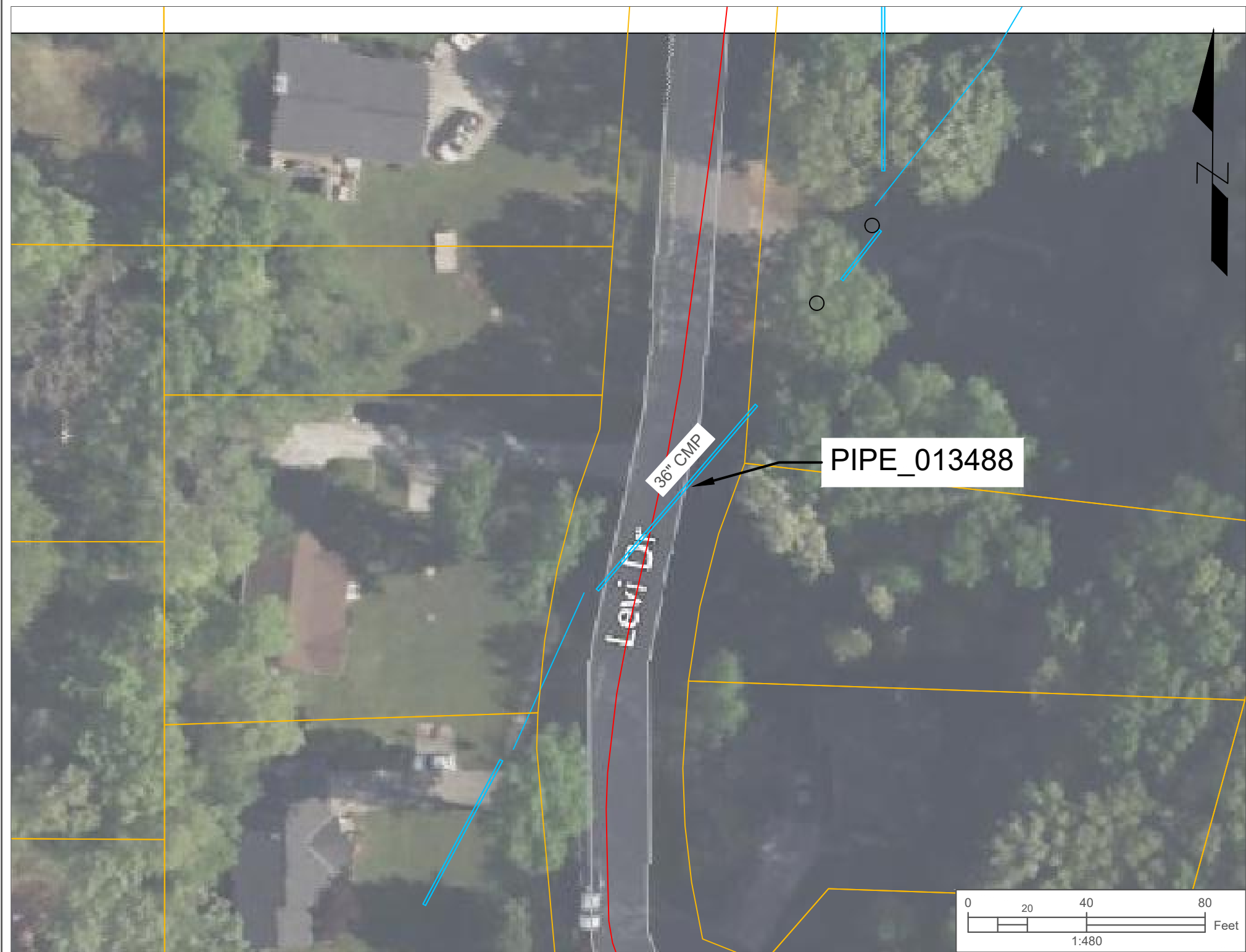
Legend

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



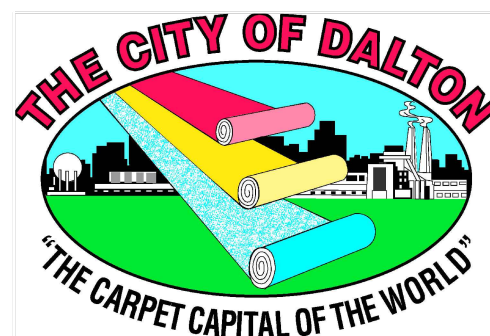
<b>Pipe ID</b> Pipe_013190	<b>Pipe Height</b> 52" x 33.5" Elliptical	<b>Pipe Length</b> 43.66 LF
<b>Nearest Address</b> 708 Hackney Drive	<b>Material</b> CMP	<b>Pipe Classification</b> 1A - Flexible
<b>City of Dalton Public Works Department</b> Appendix A In-Situ Lining Bid Item Location Overview		<b>FIGURE</b> 45





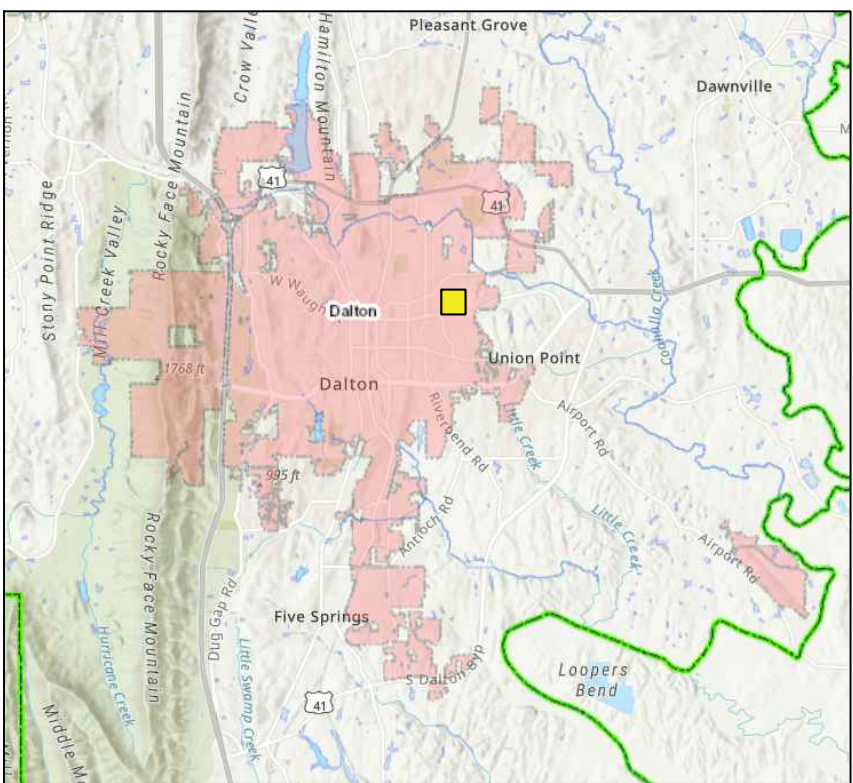
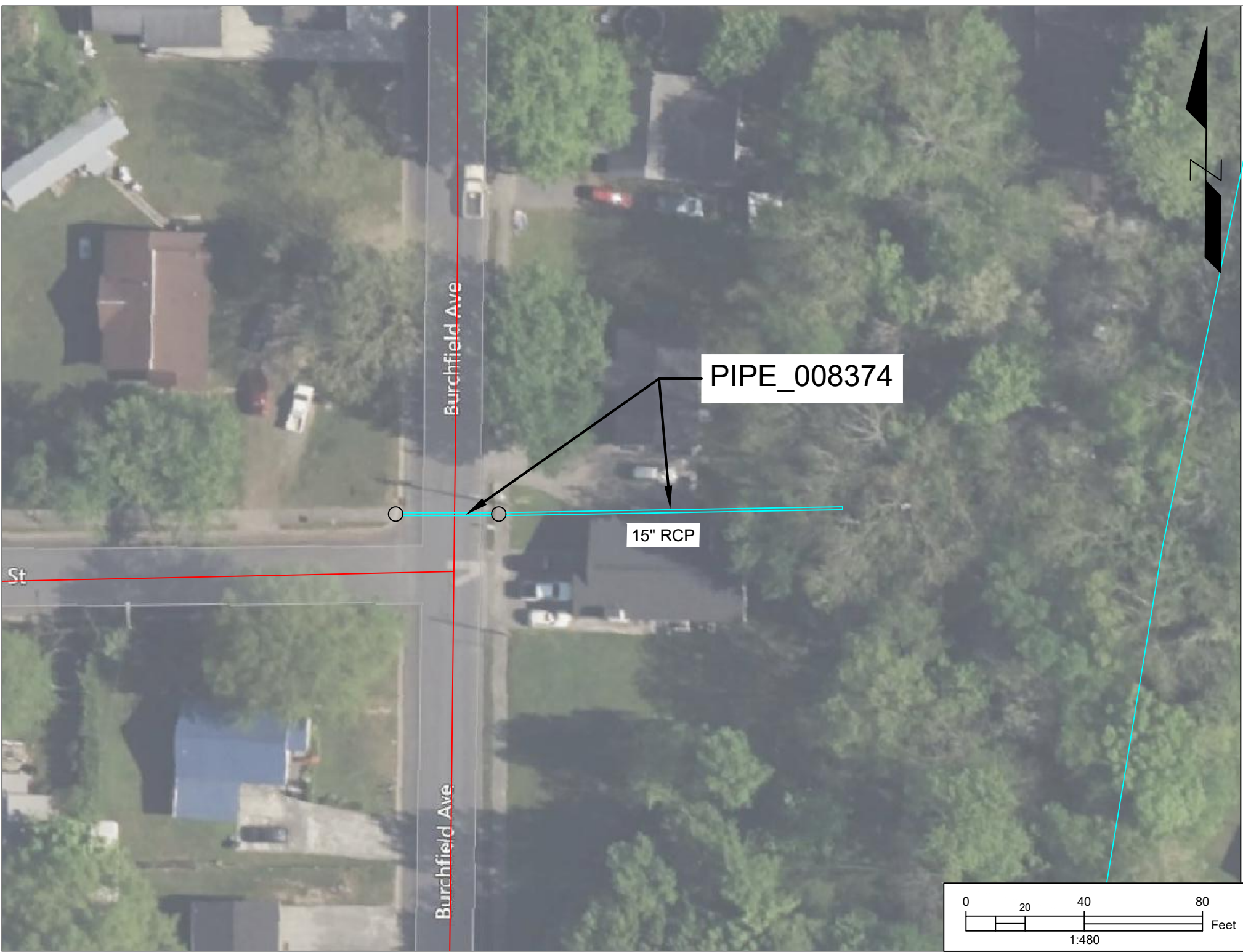
## Legend

<span style="color: green;">—</span> County Road	<span style="color: black;">—</span> US Highway	<b>Pipes</b>	<span style="color: blue;">—</span> Elliptical
<span style="color: red;">—</span> City Street	<span style="color: blue;">—</span> Interstate	<b>PIPE_TYPE</b>	<span style="color: blue;">—</span> Round
<span style="color: black;">—</span> State Highway	<span style="color: blue;">—</span> Other	<span style="color: blue;">—</span> Arch	<span style="color: black;">—</span> N/A
		<span style="color: purple;">—</span> Box Culvert	<span style="color: blue;">—</span> Other



<b>Pipe ID</b> Pipe_013488	<b>Pipe Height</b> 36 in	<b>Pipe Length</b> 82.32 LF
<b>Nearest Address</b> 100 Levi Drive	<b>Material</b> CMP	<b>Pipe Classification</b> 1A - Flexible
City of Dalton Public Works Department Appendix A In-Situ Lining Bid Item Location Overview		FIGURE 46





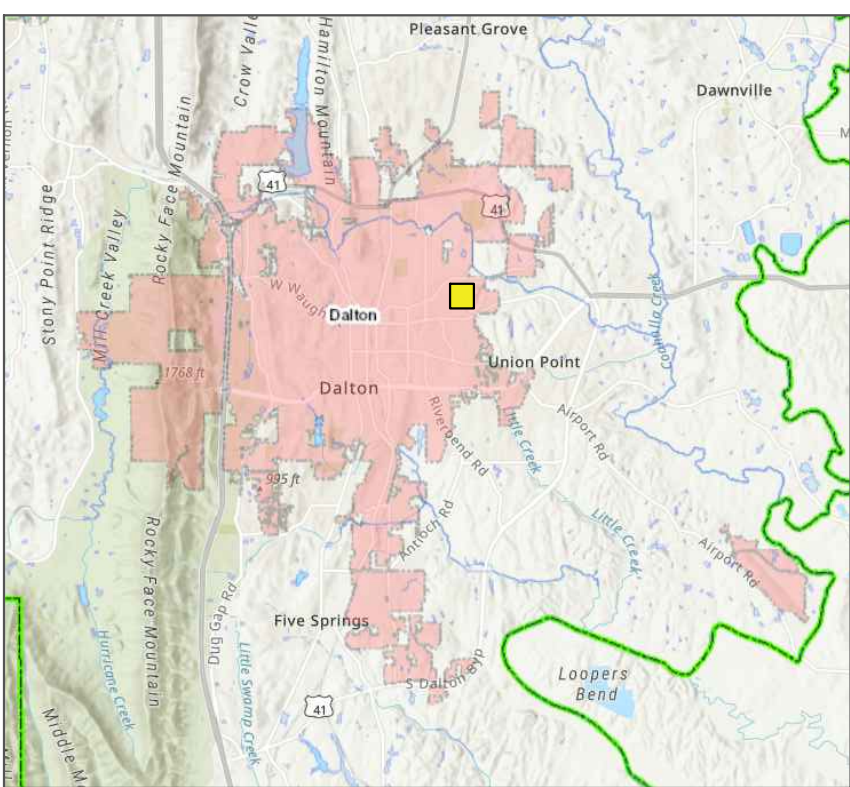
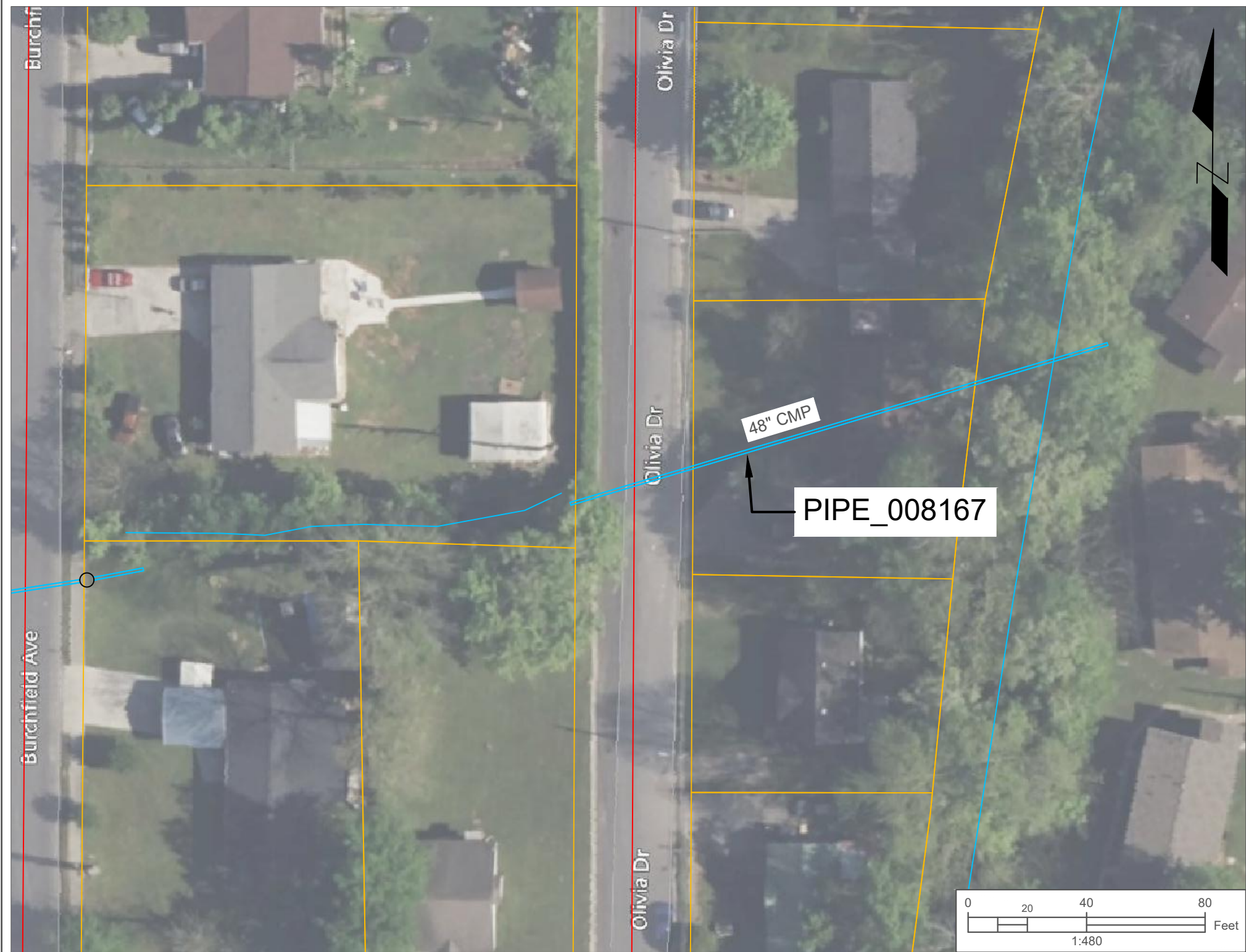
**Legend**

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



<b>Pipe ID</b> Pipe_008374	<b>Pipe Height</b> 15 in	<b>Pipe Length</b> 136 LF
<b>Nearest Address</b> 508 Burchfield Avenue	<b>Material</b> RCP	<b>Pipe Classification</b> 1B - Flexible
<b>City of Dalton Public Works Department</b> <b>Appendix A</b> <b>In-Situ Lining Bid Item Location Overview</b>		<b>FIGURE</b> 47





### Legend

County Road

City Street

State Highway

US Highway

Interstate

Other

Pipes

PIPE\_TYPE

Arch

Box Culvert

Elliptical

Round

N/A

Other

<b>Pipe ID</b> Pipe_008167	<b>Pipe Height</b> 48 in	<b>Pipe Length</b> 90 LF	
<b>Nearest Address</b> 604 Olivia Drive	<b>Material</b> CMP	<b>Pipe Classification</b> 1A - Flexible	
City of Dalton Public Works Department Appendix A In-Situ Lining Bid Item Location Overview			FIGURE 48

248



---

## **EXHIBIT B**

# **Culvert Detail Summary Sheet**

# Exhibit 'B' Culvert Detail Summary Sheet

On-ROW Pipes Summary

Pipe Dimensions (in.)	Sum of PIPE LENGTH (LF)	Count of PIPES
12 ROUND	162	3
15 ROUND	531	6
18 ROUND	932	9
24 ROUND	110	3
30 ROUND	52	1
36 ROUND	83	1
48 ROUND	99	2
54 ROUND	83	2
60 ROUND	286	4
38 X 24 ELLIPTICAL	83	1
42 X 28 ELLIPTICAL	86	2
52 x 33.5 ELLIPTICAL	89	2
58 x 33 ELLIPTICAL	128	3
65 x 35 ELLIPTICAL	143	2
78 x 48 ELLIPTICAL	56	1
86 x 60 ARCH	64	1
90 x 69.5 ELLIPTICAL	42	1
102 x 75 ELLIPTICAL	40	1
112 x 82 ELLIPTICAL	42	1
<b>Grand Total</b>	<b>3111</b>	<b>46</b>

On-ROW Pipes

FIGURE	PIPE ID	NEAREST ADDRESS	PIPE DIMENSIONS (IN)	PIPE LENGTH (LF)	DEPTH OF COVER (IN)	PREVIOUSLY COATED	INSPECTION NOTES*
1	PIPE_005449	1704 OAKMONT DR.	18 ROUND	40	32	NO	Advance rust formation present. Structural integrity may be compromised.
2	Pipe_005495	1901 FAIRFIELD DRIVE	30 ROUND	52	24	NO	Rust present through span of pipe.
3	Pipe_005798	1508 RIO VISTA DR	18 ROUND	28	10	NO	Significant rust on pipe invert.
4	Pipe_005800	1506 RIO VISTA DR	18 ROUND	190	7	NO	Pipe invert completely rusted out. Structural integrity may be compromised.
5	Pipe_005802	1504 RIO VISTA DR	18 ROUND	27	7	NO	Pipe invert completely rusted out. Structural integrity may be compromised.
6	PIPE_005805	1500 ELAINE WAY	18 ROUND	39	17	YES	Standing water present. Significant rust formation throughout pipe.
7	PIPE_006046	931 HARDWICK CIR.	18 ROUND	49	24	NO	Rust formation throughout the pipe invert
8	PIPE_006048	931 HARDWICK CIR.	18 ROUND	46	24	YES	Rust formation throughout the pipe invert. Original lining has worn off pipe invert.
9	Pipe_006406	115 N. TIBBS RD.	12 ROUND	39	18 - 24	YES	Rust present on pipe invert. Original lining is flaking off and absent on bottom half of pipe.
10	Pipe_006407	205 N. TIBBS RD.	12 ROUND	88	30 - 50	NO	Rust present on pipe invert. Signs of settling of overhead soil appears to be collapsing roof of pipe.
11	Pipe_007289	600 VALLEY DR	18 ROUND	285	27	NO	Pipe invert partially rusted out.
12	Pipe_007628	110 PINEHILL DR.	15 ROUND	29	18	YES	Small amounts of standing water present. Advanced formations of rust on bottom half of pipe.

FIGURE	PIPE ID	NEAREST ADDRESS	PIPE DIMENSIONS (IN)	PIPE LENGTH (LF)	DEPTH OF COVER (IN)	PREVIOUSLY COATED	INSPECTION NOTES*
13	Pipe_007936	1509 THISTLE DR.	12 ROUND	35	40	YES	Significant rust development on pipe invert. Original lining on the invert is worn away.
14	Pipe_008131	1112 WINDSOR DR.	15 ROUND	40	12	YES	Small amounts of standing water present. Advanced formations of rust on bottom half of pipe.
15	Pipe_008172	701 BELWOOD DR.	15 ROUND	37	14	YES	Standing water present. Signs of significant rust development on bottom third of pipe. Original lining worn away on lower half of pipe.
16	Pipe_008174	1118 UNDERWOOD ST.	24 ROUND	32	20	NO	Pipe invert completely rusted out. Structural integrity may be compromised. Partially replaced in 2024.
17	Pipe_010588	500 DAWN DR.	18 ROUND	228	30	YES	Rust formation throughout the pipe invert. Original lining has worn off pipe invert.
18	Pipe_010601	604 DAWN DR.	15 ROUND	341	30 - 40	YES	Significant rust development on pipe invert.
19	Pipe_010602	600 DAWN DR.	15 ROUND	47	30	NO	Significant rust development on bottom half of pipe.
20	Pipe_010606	704 COREY PL.	24 ROUND	41	38	YES	Developed natural gravel bottom. Signs of rust present on lower portion of pipe.
21	Pipe_010667	910 JOHN ST.	15 ROUND	37	24	YES	Rust forming throughout pipe with advanced development on pipe invert. Signs of prolonged blockages with standing water present.
22	Pipe_011862	427 VIRGIL DR.	24 ROUND	37	24	YES	Pipe invert completely rusted out. Structural integrity may be compromised.
23	Pipe_005244	1301 BEVERLY DRIVE	78 x 48 ELLIPTICAL	56	12 - 20	YES	Rust forming on lower third of pipe where original lining has worn away.
24	Pipe_005278	1403 NEEDHAM DR	86 x 60 ARCH	64	48	NO/YES	Flowing creek. Partially replaced in 2022. New section: no lining. Old section: has lining.
25	Pipe_005326	1803 WOODVALLEY DRIVE	102 x 75 ELLIPTICAL	40	24	NO	Contains standing water and minimal sediment accumulation. Rust is beginning to form on waterline about half way up the pipe.
26	Pipe_005327	115 N TIBBS RD	112 x 82 ELLIPTICAL	42	25	NO	Contains running water from creek. Advance rust formations present on bottom third of pipe.
27	Pipe_005506	1410 ROSEWOOD CIRCLE	60 ROUND	88	24 - 48	YES	Closest direct access to the 60-inch pipe system for evaluation is further west just past Valley Brook Church of God's driveway at drop inlet Structure_016294. The section to be lined contains advanced rust formation present on the bottom of the pipe with portions of the invert rusted through.



FIGURE	PIPE ID	NEAREST ADDRESS	PIPE DIMENSIONS (IN)	PIPE LENGTH (LF)	DEPTH OF COVER (IN)	PREVIOUSLY COATED	INSPECTION NOTES*
28	Pipe_006472	408 ESTHER DRIVE	90 x 69.5 ELLIPTICAL	42	25	YES	Standing water present in bottom third of pipe with bottom third of original lining missing.
29	Pipe_006520	702 LENNA LN.	38 X 24 ELLIPTICAL	83	24	YES	Rust present on pipe invert. Existing lining has worn off.
30	Pipe_006662	211 E. FRANKLIN STREET	42 X 28 ELLIPTICAL	44	32	YES	Clear of obstructions. Rust present on pipe invert.
31	Pipe_007060	700 REDWINE STREET	48 ROUND	58	96 - 132	YES	Joint separation present in pipe underneath Redwine Street. Minimal signs of rust present.
32	Pipe_007836	1804 GLENBROOK PL	48 ROUND	41	42	YES	Contains standing water and sediment, lower half of pipe is missing original lining. Signs of advance rust formation present.
33	Pipe_007939	1411 SIENNA DRIVE	60 ROUND	94	46	YES	Significant amounts of rust present with holes forming in pipe invert.
34	Pipe_008156	1401 UNDERWOOD STREET	60 ROUND	37	36 - 45	YES	Fair amount of sediment accumulation. Standing water present. Original pipe lining at the water line shows signs of wear with respect to the bottom third of the pipe.
35	Pipe_008474	1275 ELKWOOD DRIVE	60 ROUND	67	156	YES	Good condition, existing lining still intact.
36	Pipe_009258	224 WESTERLY DR.	42 X 28 ELLIPTICAL	42	24	YES	Rust present in sections of pipe where existing lining has failed.
37	Pipe_010489	203 WOODPARK DR	58 x 33 ELLIPTICAL	44	30	YES	Extensive rust penetrating pipe invert with holes forming from rusting out. Evidence of a previous lining of the bottom layer present that has worn away.
38	Pipe_010490	203 WOODPARK DR	58 x 33 ELLIPTICAL	44	30	YES	Significant rust formation on lower third of pipe where original lining has worn away.
39	Pipe_010565	410 LESLEY DR	65 x 35 ELLIPTICAL	68	32	YES	Significant rust formation on lower third of pipe where original lining has worn away.
40	Pipe_010597	322 SYCAMORE CIR	65 x 35 ELLIPTICAL	75	25	YES	Standing water present. Existing lining still fairly intact with signs of cracking where water may be in contact with the metal.
41	Pipe_010617	413 IRONWOOD WAY	58 x 33 ELLIPTICAL	40	40	YES	Standing water present. Advance rust formation present on lower third of pipe. More than half of original lining missing.
42	Pipe_012357	115 N TIBBS RD	54 ROUND	42	37	YES	Deterioration of existing lining. Minimal amounts of rust present.
43	Pipe_012358	115 N TIBBS RD	54 ROUND	41	36	YES	Deterioration of existing lining. Minimal amounts of rust present.
44	Pipe_013189	708 HACKNEY DRIVE	52 x 33.5 ELLIPTICAL	45	20	YES	Standing water present. Advance rust formation present on lower third of pipe. Around half of original lining missing.
45	Pipe_013190	708 HACKNEY DRIVE	52 x 33.5 ELLIPTICAL	44	20	YES	Standing water present. Advance rust formation present on lower third of pipe. Around half of original lining missing.

FIGURE	PIPE ID	NEAREST ADDRESS	PIPE DIMENSIONS (IN)	PIPE LENGTH (LF)	DEPTH OF COVER (IN)	PREVIOUSLY COATED	INSPECTION NOTES*
46	Pipe_013488	100 LEVI DRIVE	36 ROUND	83	24 - 36	NO	Contains natural creek bottom. Significant rust formation present through span of pipe.

**Off-ROW Pipes**

FIGURE	PIPE ID	NEAREST ADDRESS	PIPE DIMENSIONS (IN)	PIPE LENGTH (LF)	DEPTH OF COVER (IN)	PREVIOUSLY COATED	INSPECTION NOTES*
47	Pipe_008374	508 BURCHFIELD AVE.	18 ROUND	136	15	NO	Joint separation (RCP) under road and beside house. City will obtain necessary easements.
48	Pipe_008167	604 OLIVIA DR	48 ROUND	90	24	NO	Pipe invert completely rusted out. Structural integrity may be compromised. City will obtain necessary easements.

\*EXHIBIT 'B' INSPECTION NOTES ARE INTENDED FOR INFORMATIONAL PURPOSES ONLY. CONTRACTOR SHALL BE REQUIRED TO DETERMINE IF INSPECTION NOTES ARE ACCURATE, AND ENCOMPASS ALL NECESSARY INFORMATION FOR DESIGN METHODS PROPOSED FOR ALL CULVERT RESTORATIONS.

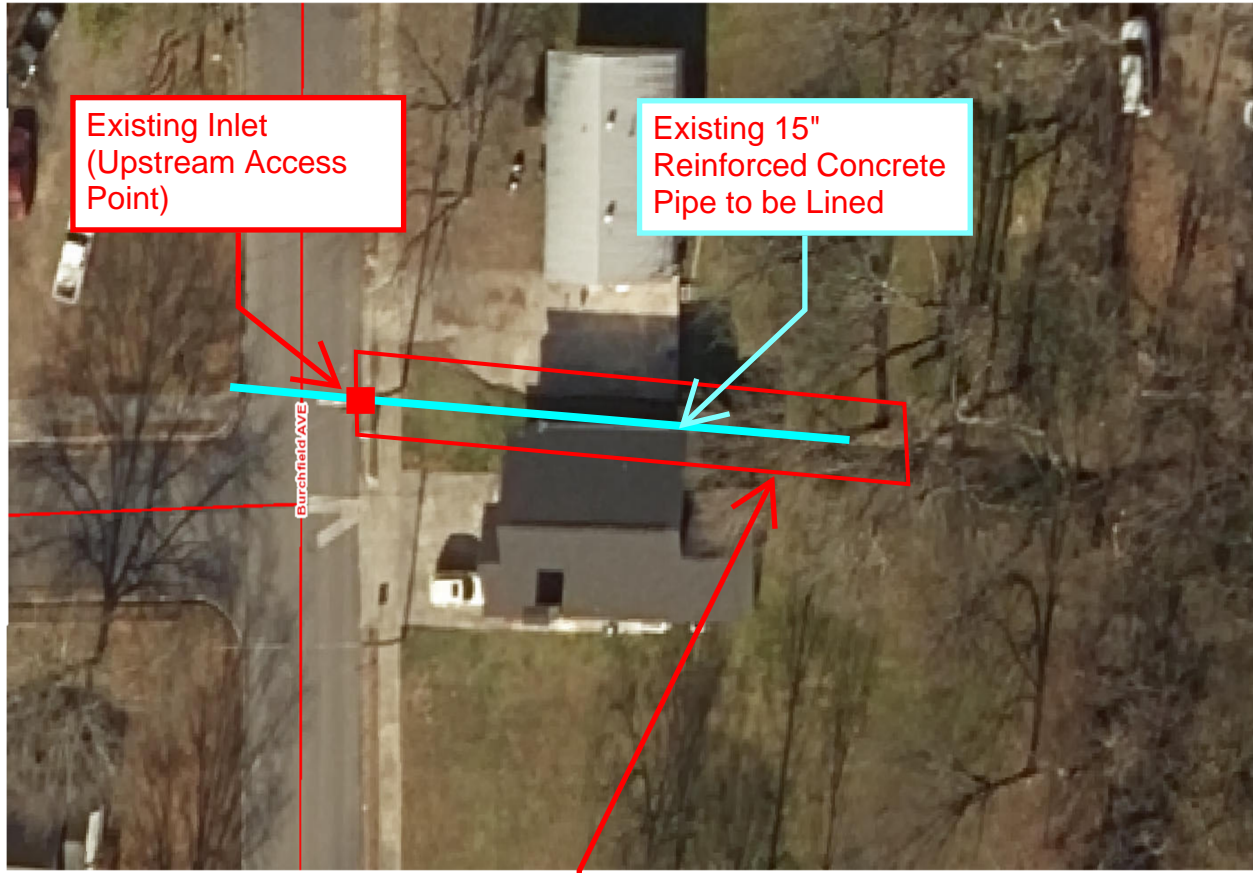
\*CITY WILL OBTAIN ALL REQUIRED EASEMENTS FOR COMPLETING THE REQUESTED SCOPE OF WORK ADVERTISED WITHIN PROPOSAL PACKET.

## **EXHIBIT C**

# **OFF RIGHT OF WAY LOCATIONS PERMITTED WORK AREAS**



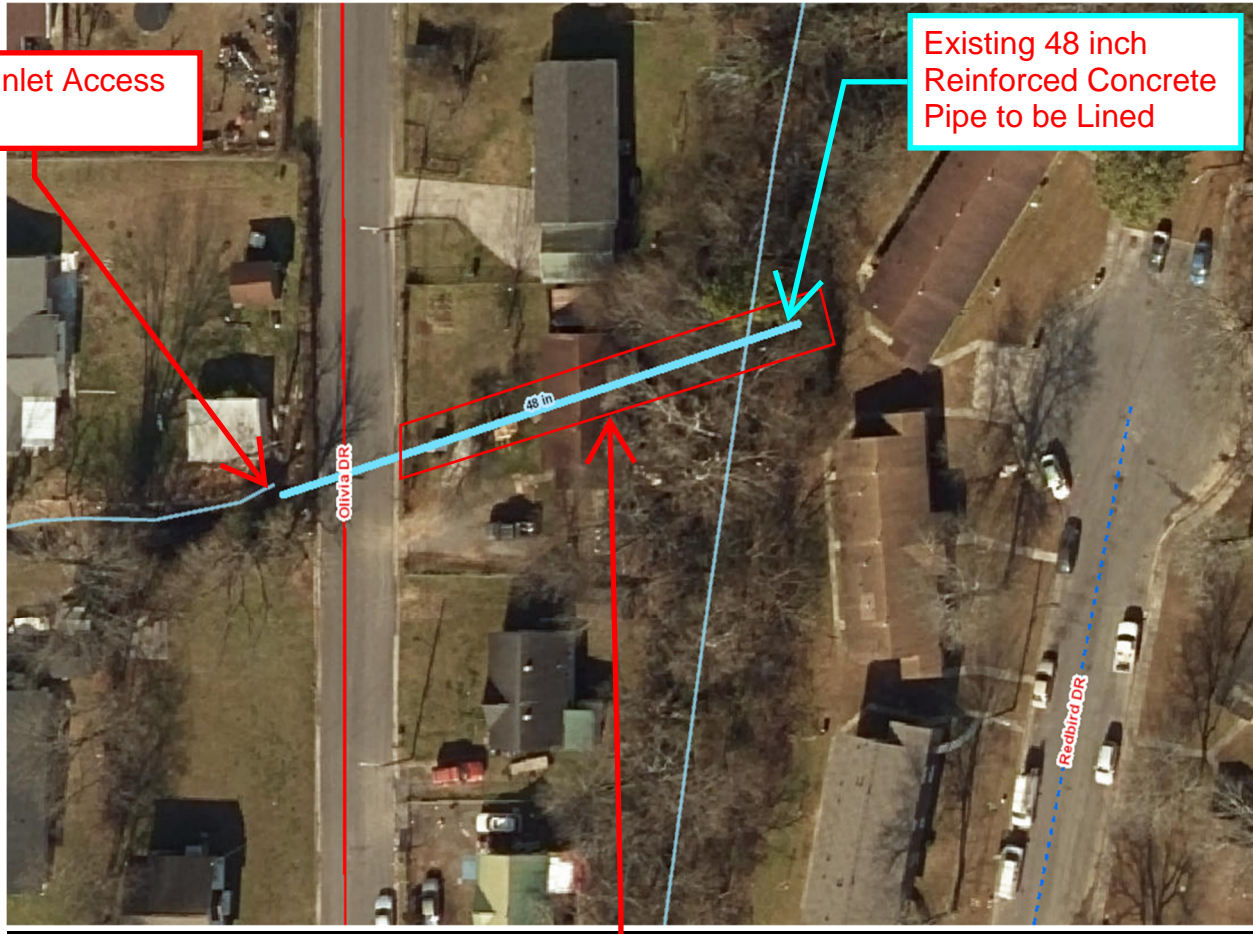
## 508 Birchfield Avenue Permitted Working Area



**Temporary  
Construction  
Easement**

(15ft Total Width, or 7.5ft From Offset on Each Side from Existing 15 inch Reinforced Concrete Pipe). Contractor is ONLY Permitted to Access Property Outside of Existing House Footprint.

## 604 Olivia Drive Permitted Working Area



### **Temporary Construction Easement**

(20ft Wide in Total, or 10ft Offset from Centerline of Existing 48" Reinforced Concrete Pipe to be Lined. Work at Inflow on West Side of Olivia Drive Shall Stay within Right-of-Way Limits. Contractor is ONLY Permitted to Access Property Outside of Existing House Footprint.

**SECTION 00080 MANDATORY PRICE PROPOSAL FORM**





**DALTON PROJECT NO. BD-163-2024**  
**LEVEL 1-A PIPE LINING PROJECT (REVISED)**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ITEM TOTAL
1	MOBILIZATION	47	EA	\$ 4,250	\$199,750
2	ALTERATIONS TO STORM DRAIN STRUCTURES/TOPS	1	LS	\$1,000	\$1,000
<b>PIPE LINING</b> INCLUDING BYPASS PUMPING (IF REQUIRED), CLEANING, INVERT RESTORATION (IF REQUIRED)					
3	12" ROUND CMP	162	LF	\$ 150	\$24,300
4	15" ROUND CMP	531	LF	\$ 135	\$71,685
5	18" ROUND CMP	932	LF	\$ 165	\$153,780
6	24" ROUND CMP	110	LF	\$ 215	\$ 23,650
7	30" ROUND CMP	52	LF	\$ 225	\$11,700
8	36" ROUND CMP	83	LF	\$ 400	\$33,200
9	48" ROUND CMP	99	LF	\$ 355	\$ 35,145
10	54" ROUND CMP	83	LF	\$ 365	\$30,295
11	60" ROUND CMP	286	LF	\$ 425	\$ 121,550
12	38" x 24" ELLIPTICAL CMP	83	LF	\$ 535	\$ 44,405
13	42" x 28" ELLIPTICAL CMP	86	LF	\$ 275	\$ 23,650
14	52" x 33.5" ELLIPTICAL CMP	89	LF	\$ 325	\$ 28,925
15	58" x 33" ELLIPTICAL CMP	128	LF	\$ 345	\$44,160
16	65" x 35" ELLIPTICAL CMP	143	LF	\$ 395	\$56,485
17	78" x 48" ELLIPTICAL CMP	56	LF	\$ 475	\$ 26,600
18	86" x 60" ARCH CMP	64	LF	\$ 550	\$35,200
19	90" x 69.5" ELLIPTICAL CMP	42	LF	\$ 760	\$31,920
20	102" x 75" ELLIPTICAL CMP	40	LF	\$ 795	\$31,800
21	112" x 82" ELLIPTICAL CMP	42	LF	\$ 855	\$35,910
22	15" ROUND RCP (PIPE_008374)	136	LF	\$ 135	\$18,360
				<b>SUBTOTAL</b>	
<b>CCTV INSPECTIONS</b>					
23	CCTV INSPECTION	3111	LF	\$ 5	\$15,555
24	CCTV INSPECTION - 15" ROUND RCP (PIPE_008374)	136	LF	\$ 5	\$ 680
				<b>SUBTOTAL</b>	\$ 16,235
25	OWNER-DIRECTED WORK	1	LS	\$30,000	\$30,000
				<b>SUBTOTAL</b>	\$30,000

**TOTAL**     \$ 1,129,705

**EXPECTED TIMELINE OF PROJECT**

**CALENDAR DAYS FOLLOWING ISSUANCE OF NTP:**     180 DAYS

Company Name: Federal EC LLC

Authorized Bid Rep. Signature: 

Authorized Bid Rep. Title: VP

**SECTION 00090 PROPOSAL CHECKLIST**

**Failure to include all required documents will result in proposal being removed for consideration for award.**

- ☒ Document Description
- ☒ Completed City Vendor Packet
- ☒ Solicitation Form (Page 1 of this Document)
- ☒ References of Past Similar Jobs
- ☒ Price Proposal Form
- ☒ Vendor Affidavit and Agreement
- ☒ Checklist for Documents/Addenda Acknowledgement (this page)

**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: May 15, 2024

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

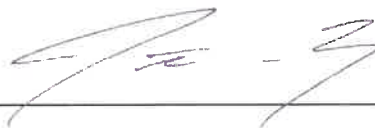
**This affirms that all documents are included with the bidders bid package.**

**Company's Name:**

Federal EC LLC Date: MAY 21, 2024

**Authorized Representative's Name:** JONATHAN RAYMER PE

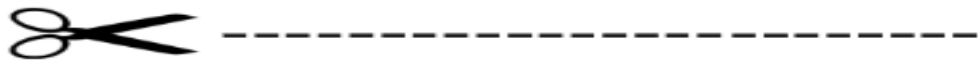
**Authorized Representative's Signature:**





**SECTION 00100 PACKAGE LABEL**

This label must be affixed to the outside of the envelope or package, even if it is a “No RFP” response. Failure to attach the label may result in your bid being opened in error or not routed to the proper location for consideration. No RFP will be accepted after the date and time specified.



SEALED BID ENCLOSED

**DO NOT OPEN**

**“Level 1-A Pipe Lining Project”**

Due Date and Time: May 22<sup>nd</sup>, 2024 at 2 pm

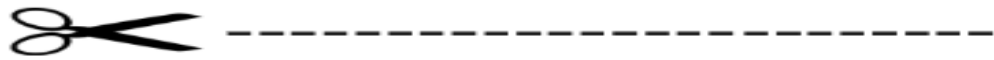
Vendor Name

Address

City, State, Zip Code

DELIVER TO:

The City of Dalton – Finance Department  
300 West Waugh Street  
Dalton, GA, 30720



---

**SECTION 00110 PROPOSAL SCORING SHEET – (FOR OWNER ENTRY)**

**Company Name:**      Federal EC, LLC

1. Proposed Price & Method –	<u>34</u> / 35 pts
2. Project Timeline	<u>15</u> / 15 pts
3. Completeness of proposal	<u>25</u> / 25 pts
4. Reputation and reliability of contractor	<u>25</u> / 25 pts
TOTAL	<u>99</u> / 100 pts

**COMMENT:**

Proposed method of restoration meets objectives specific within advertised proposal. Proposal

Price is the lowest, and is within budget. Proposed time to complete is within a sufficient range.

Overall proposal is very detailed including design method documentation with PE stamped

examples. Proposal provides 1-year workmanship warranty, but is not the longest warranty period

offered at no additional price in comparison to other submissions. References included within sealed

submission along with all supporting documentation overall provides sufficient evidence of reputation and reliability of contractor.

## CONTRACT ADDENDUM

ADDENDUM NO.: 001

DATE ISSUED: MAY 15, 2024

BID DATE: WEDNESDAY, MAY 22, 2024

BID TIME: 2 PM ET

BID LOCATION: City of Dalton Finance Department

### CONTRACTOR ACTION:

1. Acknowledge receipt of the first addendum by writing in "Addendum No. 1" on Proposal Checklist within RFP Packet.
2. Replace SECTION 00080 MANDATORY PRICE PROPOSAL FORM (pages 71-72 of 76) in bid package with Revised Form attached below as 'Exhibit A'
3. Omit Figure 48 from Exhibit 'A' (page 62 of 76) in proposal packet, and omit row for Figure 48 in Off-ROW Pipes table in Exhibit 'B' (found in page 67 of 76). This pipe has been removed from the scope of work for this project. Omit "604 Olivia Drive Permitted Working Area" from Exhibit 'C' (page 70 of 76) in proposal packet.
4. Please refer to 'Exhibit B' below for the official plan holder's list for this project.

### INTERPRETATIONS:

Responses by the City of Dalton follow the questions in red font.

1. Will the owner / engineer be providing a disposal site for the debris removed during the cleaning / cctv process? If so, what is the location?
  - a. The City will not provide a disposal site for debris. Contractor shall be responsible for securing a disposal site.
2. If alterations of the tops / lids are necessary to install the CIPP liner, will this be considered incidental to the lining work? If not, can the owner / engineer please add a pay item to cover this work?
  - a. A pay item has been included for ALL alterations to storm drain structures, tops and lids if needed to successfully perform the lining contract. It is expected that upon the completion of the project, the storm drain structures are to be restored to good working condition if altered or damaged. If storm drain structures are damaged or altered, the necessary repair or replacement shall conform to GDOT standards and specifications.



3. Is it the intent to award this contract to one bidder or multiple bidders?
  - a. The City intends to award this contract to one prime contractor. The use of subcontractors shall be permitted for performing scope of work specified within proposal packet. All work to be completed by a sub-contractor must be disclosed within sealed proposal submission, and is subject to the same requirements for documentation submissions specified within request for proposals packet.
4. Will the decision be based on price alone or weighted based on the qualification package presented by each contractor?
  - a. The City intends to award the construction contract to the responsible and responsive contractor whose Proposal is determined to be the most advantageous according to the evaluation factors which are listed in the proposal scoring form within RFP packet.
5. Will the owner / engineer please review and accept (1" on 36"-54" and 1.5" on 60"- 96") of GeoKrete Geopolymer as a single standalone pipe rehabilitation application in lieu of the CIPP application?
  - a. The City is relying on the proven experience of Contractors to determine additional parameters required, and provide as much explanation pertaining to the proposed approach as possible for consideration of the proposal. Any materials proposed by Contractor shall meet all requirements specified within RFP proposal packet, and published contract addenda.
6. What is the contract time (substantial completion amount (Days)) and what is the amount of liquidated damages?
  - a. The contract time shall be the schedule provided by the contractor in the proposal submission. The project timeline is part of the scoring criteria and will be part of the decision for award. The overall duration of schedule completion length will begin once the official "Notice to Proceed" is provided by the City. This is anticipated to be given immediately following the pre-construction conference with the awarded contractor.
  - b. Liquidated damages will be implemented at \$300 per day. An example of the verbiage pertaining to liquidated damages for a previously completed project from the contract document has been provided below. Contract documents for the project shall be provided to the highest scoring Contractor after the scoring process has been completed by the City prior to contract award.

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 18 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 October 27,2023.

7. The mobilization line item on the bid for shows a quantity of 46 EA. Was this an error?
  - a. Please refer to item two of "CONTRACTOR ACTION" above. The quantity of 46 was an error. The quantity is now 47, after removing Figure 48 from the scope of work.

BY: 

Jorge Campos  
Project Engineer

# EXHIBIT A REVISED PROPOSAL FORM



**DALTON PROJECT NO. BD-163-2024**  
**LEVEL 1-A PIPE LINING PROJECT (REVISED)**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ITEM TOTAL
1	MOBILIZATION	47	EA		
2	ALTERATIONS TO STORM DRAIN STRUCTURES/TOPS	1	LS		
<b>PIPE LINING</b> INCLUDING BYPASS PUMPING (IF REQUIRED), CLEANING, INVERT RESTORATION (IF REQUIRED)					
3	12" ROUND CMP	162	LF		
4	15" ROUND CMP	531	LF		
5	18" ROUND CMP	932	LF		
6	24" ROUND CMP	110	LF		
7	30" ROUND CMP	52	LF		
8	36" ROUND CMP	83	LF		
9	48" ROUND CMP	99	LF		
10	54" ROUND CMP	83	LF		
11	60" ROUND CMP	286	LF		
12	38" x 24" ELLIPTICAL CMP	83	LF		
13	42" x 28" ELLIPTICAL CMP	86	LF		
14	52" x 33.5" ELLIPTICAL CMP	89	LF		
15	58" x 33" ELLIPTICAL CMP	128	LF		
16	65" x 35" ELLIPTICAL CMP	143	LF		
17	78" x 48" ELLIPTICAL CMP	56	LF		
18	86" x 60" ARCH CMP	64	LF		
19	90" x 69.5" ELLIPTICAL CMP	42	LF		
20	102" x 75" ELLIPTICAL CMP	40	LF		
21	112" x 82" ELLIPTICAL CMP	42	LF		
22	15" ROUND RCP (PIPE_008374)	136	LF		
				<b>SUBTOTAL</b>	
<b>CCTV INSPECTIONS</b>					
23	CCTV INSPECTION	3111	LF		
24	CCTV INSPECTION - 15" ROUND RCP (PIPE_008374)	136	LF		
				<b>SUBTOTAL</b>	
25	OWNER-DIRECTED WORK	1	LS	\$30,000	\$30,000
				<b>SUBTOTAL</b>	\$30,000

TOTAL
-------

EXPECTED TIMELINE OF PROJECT
CALENDAR DAYS FOLLOWING ISSUANCE OF NTP:

Company Name: \_\_\_\_\_

Authorized Bid Rep. Signature: \_\_\_\_\_

Authorized Bid Rep. Title: \_\_\_\_\_

## EXHIBIT B

### Official Plan Holder's List

City of Dalton Public Works Department

Mandatory Pre-Bid Meeting - LEVEL 1-A PIPE LINING PROJECT

Thursday, May 9, 2024 - 1:00 PM

#### Sign-In Sheet

Name	Company	Phone	Email (Project Addenda will be sent to this address)
Mikah Williams	Vortex	678-575-1058	mwilliams@vortexcompanies.com
<del>Tim David Wheat</del>	<del>GCL</del>	<del>251-725-0200</del>	<del>ddavis@gogc.com</del>
Tyler Copeland	ProShot Concrete	256-764-5941	CD11@ProShotConcrete.com
Chad Townsend	City of Dalton PW	706-278-7077	ctownsend@daltonga.gov
Randy HANSBROUGH	SAK Construction	901-268-5526	RHANSBROUGH@SAKCON.COM
Michael Fowler	SEP	770-542-7918	MFOWLER@SOUTHEASTPIPE.COM
JONATHAN RAYMER	FEDERAL EC	770-616-7523	jraymer@federalec.com
Jackson Sheppard	City of Dalton PW	706-278-7077	jsheppard@daltonga.gov
Jorge Campos	City of Dalton PW	706-278-7077	jcampos@daltonga.gov
Tim David Wheat	Gulf Coast Underground	251-725-0200	ddavis@gogc.com



CONSTRUCTION PAYMENT BOND

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

CONTRACTOR (*Name and Address*):

---

---

---

OWNER (*Name and Address*):

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

CONSTRUCTION CONTRACT:

Date: \_\_\_\_\_

Amount: \_\_\_\_\_

Description (*Name and location*):

**LEVEL 1-A PIPE LINING PROJECT  
DALTON PROJECT NO. PW-BD163-2024**

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

---

---

---

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*):

---

---

---

OWNER (*Name and Address*):

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

CONSTRUCTION CONTRACT:

Date: \_\_\_\_\_

Amount: \_\_\_\_\_

Description (*Name and location*):

**LEVEL 1-A PIPE LINING PROJECT  
DALTON PROJECT NO. PW-BD163-2024**

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

---

---

---

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 15 day of July, 2024, by  
and between the CITY OF DALTON, GEORGIA, hereinafter called "Owner",  
and Federal EC, LLC

a contractor doing business as an individual, a partnership, or a corporation\* of the City  
of Florence, County of Lauderdale, and State of Alabama  
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:

**LEVEL 1-A PIPE LINING PROJECT  
DALTON PROJECT NO. PW-BD163-2024**

hereinafter called the "Project", for the sum of ONE MILLION, ONE-HUNDRED  
TWENTY-NINE THOUSAND, SEVEN HUNDRED FIVE Dollars (\$1,129,705.00) 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 specifi-  
cations 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 180 days of receiving "Notice to Proceed". The "Notice to Proceed" date is  
tentatively set for July 26, 2024. 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

\_\_\_\_\_  
President  
Title



Secretary of Owner should attest. If Contractor is corporation, secretary should attest.

Give proper title of each person executing contract.



## 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 Request for Proposals; Instructions to Proposers; Request for Proposals Packet; 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 provided by the City are intended to conform and agree with the Specifications proposed by Contractor; 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.

#### 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 too 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. § 13-10-1 et seq., 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
--	-------------

- 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 LEVEL 1-A PIPE LINING 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 CONTAINED WITHIN ALL REQUEST FOR PROPOSAL DOCUMENTS, 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. BY EXECUTION OF THIS CONTRACT, THE AWARDED CONTRACTOR HAS VERIFIED THAT ALL DETAILS PROVIDED BY THE CITY OF DALTON THROUGHOUT THE PROCUREMENT PROCESS UTILIZED FOR BIDDING PURPOSES ARE DEEMED TO BE ACCURATE, AND COMPLETE FOR MEANS OF SUBMITTING A PROPOSAL BID.
2. ALL WORK ASSOCIATED WITH THIS CONTRACT SHALL BE DONE IN ACCORDANCE WITH ALL SERVICES PROPOSED WITHIN SEALED PROPOSAL SUBMISSION REFERRED BELOW **AS EXHIBIT A**.
3. 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.
4. ALL TRAFFIC CONTROL ELEMENTS 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. PASSAGE FOR ALL VEHICULAR TRAFFIC TRAVERSING THROUGH THE PROJECT LIMITS MUST BE MAINTAINED AT ALL TIMES THROUGH THE LIFE OF THE PROJECT.
5. THE CONTRACTOR WILL BE RESPONSIBLE FOR COORDINATING WITH DALTON UTILITIES TO OBTAIN HYDRANT METER RENTALS THROUGHOUT THE LIFE OF THE PROJECT.
6. 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.
7. TIME OF WORK RESTRICTIONS – NO WORK SHALL BE PERFORMED BETWEEN THE HOURS OF 6:00 PM AND 7:00 AM ON MONDAY THROUGH SATURDAY. WORK MAY BE PERMITTED OUTSIDE OF THE PROVIDED DATE AND TIME WINDOWS UPON WRITTEN REQUEST BY CONTRACTOR AND WRITTEN APPROVAL BY CITY. ALL REQUESTS PERTAINING TO COMPLETING WORK OUTSIDE OF THE PERMITTED WINDOWS MUST BE SUBMITTED IN WRITING TO THE PUBLIC WORKS DEPARTMENT AT LEAST 24 HOURS IN ADVANCE OF

REQUESTED DATE AND TIME. DAMAGES FOR FAILURE TO OBSERVE TIME OF WORK RESTRICTIONS SHALL BE ASSESSED TO THE CONTRACTOR AT THE RATE OF \$200 PER HOUR.

8. COORDINATION OF PROJECT WITH PROPERTY OWNERS – CONTRACTOR SHALL CONTINUOUSLY MAKE A GOOD FAITH EFFORT TO COORDINATE WORK ACTIVITIES WITH ADJACENT PROPERTY OWNERS AS REQUESTED THROUGHOUT THE LIFE OF THE PROJECT.
9. CONTRACTOR WILL BE REQUIRED TO CONSULT THE CITY ARBORIST PRIOR TO ANY DISTURBANCE THAT ENCROACHES WITHIN ANY TREE DRIP LINES, OR ANY CONCERNS REGARDING IMPACTS TO TREES AND SHRUBS THROUGHOUT THE COURSE OF CONSTRUCTION.
10. CONTRACTOR SHALL BE REQUIRED TO OBTAIN ALL NECESSARY PERMITS DEEMED NECESSARY TO COMPLETE THE SCOPE OF WORK SPECIFIED WITHIN THE AWARDED PROPOSAL.
11. IF PERMITS ARE REQUIRED TO COMPLETE ANY ELEMENTS OF THE PROJECT, CONTRACTOR SHALL BE REQUIRED TO REPORT THE ISSUANCE, AND TERMINATION OF ALL PERMITS OBTAINED TO COMPLETE ANY PORTION OF THE AWARDED PROPOSAL TO THE CITY OF DALTON PUBLIC WORKS DEPARTMENT PRIOR TO COMMENCING ANY PERMITTED WORK FROM APPLICABLE ENTITIES WITHIN PROJECT LIMITS.
12. WORK SHALL BE LIMITED TO EXTERIOR OF RESIDENTIAL BUILDING (OUTSIDE OF HOUSE FOOTPRINT) FOR PIPE IN FIGURE 47, AS SHOWN ON EXHIBIT C ON **PAGE 69 OF 76 IN RFP PACKET.**
13. CONTRACTOR SHALL BE REQUIRED TO REMOVE, AND DISPOSE OF ANY RESIDUAL, OR LEFT-OVER MATERIALS ACCRUED DURING THE DEMOLITION AND CONSTRUCTION PROCESS PROPOSED IN SEALED PROPOSAL SUBMISSION.
14. CONTRACTOR SHALL CONTINUOUSLY MAKE GOOD FAITH EFFORT TO RESTORE ANY AREAS UTILIZED FOR COMPLETION OF THE PROJECT TO THE ORIGINAL CONDITIONS PRIOR TO COMMENCING ANY STAGE OF THE PROJECT.



May 21, 2024

The City of Dalton  
Finance Department  
300 West Waugh Street  
Dalton, GA 30720

**Subject: Proposal:      LEVEL 1-A PIPE LINING:    Project No. PW-BD163-2024**

Federal EC LLC is please to present The City of Dalton, Georgia with the following proposal.

Federal EC LLC (Federal Engineering and Construction) Is a local, self-performing, financially strong, woman owned small business experienced in utility contracting specializing in pipe and structure rehabilitation and replacement. Pipe lining is our core business. We are an approved GDOT contractor and hold licensing and all credentials required to complete the work items contained in this project. Federal EC LLC is interested in providing the services contained in this contract and we have a thorough understanding of the overall intent and requirements of the RFP.

Federal EC LLC is ideally suited to serve The City of Dalton on this Stormwater Repair Unit Price Contract. Our main office and warehouse are located approximately one hours drive from The City of Dalton and we maintain the personnel and equipment to service this contract locally. Our operations team is led by an experienced licensed professional civil engineer who has specialized in trenchless technologies since 1998.

**Attachments:**

1. BID DOCUMENT

**Contractor Information**

- |                                       |                                     |
|---------------------------------------|-------------------------------------|
| 1. Name of Firm:                      | Federal EC LLC                      |
| 2. Georgia Utility Contractor Number: | UC302429                            |
| 3. Georgia General Contractor Number: | GCLT-CO000546                       |
| 4. Small Business Category:           | Woman Owned Small Business          |
| 5. Point of Contact:                  | Jonathan Raymer PE, General Manager |
| 6. Phone Number:                      | 770-616-7523                        |
| 7. Fax Number:                        | N/A                                 |
| 8. Email address                      | jraymer@federalec.com               |

9. Mailing Address:

504 Allatoona Hills Drive  
Woodstock, Georgia 30189

We appreciate the opportunity to provide this RFP to the City of Dalton and look forward to the opportunity to work with you on this contract.

Kind Regards,

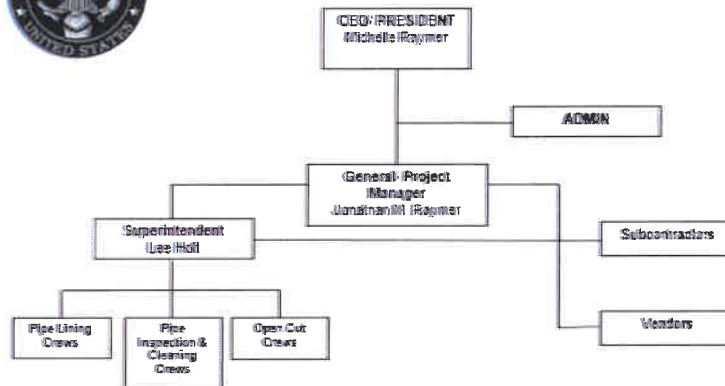
A handwritten signature in blue ink, appearing to read 'J. Raymer'.

**Jonathan M. Raymer P.E.** | Vice President | **FEDERAL EC LLC**  
504 Allatoona Hills Drive | Woodstock, GA 30189  
**Ph: 770.616.7523** | <http://www.federalec.com>  
[jraymer@federalec.com](mailto:jraymer@federalec.com)





## ORGANIZATION CHART



### Preferred Subcontractor List:

Federal EC LLC will utilize Utility Asset Management, Inc. a full-service utility contractor specializing in the Trenchless Renewal of existing pipelines by Centrifugally Cast Concrete or Spin Casting in large diameter storm sewers. UAM will also complete loose fit slip line if it is required on a task order related to this contract.

Utility Asset Management has been operating since 2005 and is an industry leader in providing the services stated above. Federal EC regularly works with UAM as both a subcontractor and prime contractor. Federal EC and UAM have an excellent work history exceeding five years.



### Project Scheduling and Execution:

Federal EC LLC is a proven expert in the field of trenchless technologies and pipe lining. We are ideally and uniquely suited to best support the City of Dalton on this contract. Our company is under the leadership of a licensed Civil Engineer and Utility Manager that has spent his entire career spanning over 20 years executing similar contracts for municipal, commercial, federal, and other underground utility owners.

We specifically understand the goals, project constraints, and objectives for the project since we already have a working relationship with surrounding municipalities providing these services.

## **Liner Design / Product Specification and Selection**

Federal EC will provide liner designs completed by a Georgia Licensed Professional Engineer for each pipe size and condition on the site. Restoration methods will be provided with comparable hydraulic conditions similar to the current culvert size/type. Federal EC will incorporate structural repairs if determined necessary. The serviceable lifespan of the lining solutions will be similar to that of newly constructed concrete culvert system.

Federal EC LLC will utilize design methods for liners as detailed in ASTM standards F1216 which is the industry standard for cured in place lining design. A sample design is included in this submittal.

Federal EC will account for structural needs to provide sufficient strength for vehicular loadings for culverts spanning underneath roads, depth of cover constraints as provided in enclosed exhibits, and any additional factors if present such as railroad loading or other site-specific loading requirements.

In general, Federal EC LLC plans to utilize Cured in Place Pipe Liners for pipes less than 30 inches in diameter and Centrifugally Cast Concrete Pipe on Pipes 30" and larger. This approach will allow us to install our industry leading GDOT approved lining system while minimize impact to structures and above ground storm water assets. Federal EC's design engineer may opt to recommend cured in place in sizes 30 inches and larger in lieu of centrifugally cast concrete pipe, but this will be disclosed to the client prior to ordering materials and construction.

Traffic control will meet the requirements of the 2009 Manual of Uniform Traffic Control Devices for Streets and Highways and special provision section 150-Traffic Control of GDOT specifications.

## **Project Scoping / Execution**

The total length of pipe lining is for this project is approximately 3,100 LF of corrugated metal & reinforced concrete pipes of varying dimensions.

The following tasks will be completed for each pipe section on the project.

1. Bypass Pumping of Work Area – (For each section that it is determined to be needed)
2. Clean / Prep Existing Pipe as Needed Prior to Lining
3. Re-establish Pipe Inverts as Needed Prior to Lining
4. Install Full Circumference In-Situ Pipe Lining
5. Post Construction CCTV Inspection

## **Schedule and Emergency Response:**

Federal EC will work with Dalton to meet your schedule needs for each task. We offer unmatched response time due to our proximity to Dalton and are able to meet both scheduled and emergency work at all times. Our equipment, crew members, and leadership are based less that one hour from Dalton which allows us to respond to emergency events 24 hours a day, 365 days a year with little to no notice. We have experience working with many of our local customers on emergency needs and provide cell phone numbers to our client contacts which allow them to contact us 24 hours a day if needed. We warehouse supplies in Woodstock, Georgia and our vendors have materials regionally warehoused so that we have access to materials on short notice to assist us in meeting our clients' schedules.

### **Method and Timing of Implementing Project and Tasks:**

Federal EC will designate Jonathan Raymer as the primary point of contact on this project. He will receive requests for task order pricing and tasks under this contract from Dalton personnel. Jonathan will provide all information requested by City personnel including pricing, submittals, schedule, and any other details in a timely manner. Upon acceptance of each task order from the City and approval to proceed Jonathan will procure materials and dedicate resources to complete the tasks. The timing and schedule for implementation of each task will be discussed and agreed to between Federal EC and Dalton. Federal EC has an excellent reputation of delivering projects within schedule and under budget. Federal EC will also be available to provide technical input and options to Dalton to assist in developing solutions and scoping as needed.

### **General Project Understanding, Approach, and Capabilities:**

Federal EC LLC is dedicated to providing superior engineered solutions to our clients. Our solutions are innovative, economic, and proven. We have an extensive understanding of a wide variety of products and services that are commercially available to address storm water piping deficiencies. We don't stop at reading and repeating the marketing information provided by industry vendors but understand the industry standards and seek out test results that back up commercial claims.

We do not limit ourselves to one solution and always strive to offer our customers the solution or solutions that are viable to meet the requirements of specific project needs. In evaluating solutions many factors must be taken into consideration including but not limited to safety, economics, service life, and disruption to the public during construction.

Dalton, like many other area municipalities in the area, hold the challenge of identifying and resolving deficiencies associated with an aging storm water infrastructure. If these deficiencies are not efficiently identified and addressed, they lead to costly damage including sinkholes, hazards to public safety, and damage to other infrastructure including adjacent utilities, roads, and buildings.

Limited budgets and time constraints require an efficient team be formed and structured to remedy deficiencies in the stormwater system. Superior communication and trust between utility owner, engineer, and contractor creates an environment of synergy where the client can stretch their budget to accomplish the most amount of benefit for the city and their taxpayers.

### **Description of any specialty equipment/ capabilities:**

Federal EC has established work plans to execute work with unmatched quality and turn time. We own all the critical equipment to complete the work included on this contract and maintain excellent vendor relationships in which we can utilize if required to supplement our owned equipment in the case of a breakdown or other delay. We have in house crews to complete the required work and office processes in place to expedite administrative requirements associated with the work.

We offer unmatched turnaround times for material availability and service due to our vendor relationships and excellent payment history. We regularly pay our vendors and subcontractors before we are paid and beat payment terms. We work with our clients to understand and provide project deliverables in an expedited

fashion so that funds can flow to all project parties which creates a mutually beneficial scenario for all involved parties.

Federal EC is a financially strong company. We bank locally and remain in an excellent financial standing with industry partners and maintain a strong cash position to execute work. Our entire insurance portfolio is handled through a single point of contact, and bonding is handled locally. Our banking, insurance, and bonding partners have not changed since our company was founded.



## City of Dalton Pipe SCOPE SHEET- Federal EC LLC

FIGURE	PIPE ID	NEAREST ADDRESS	PIPE DIMENSIONS (IN)	PIPE LENGTH (LF)	DEPTH OF COVER	LINING METHOD	MINIMUM DESIGN THICKNESS *	DURATION (DAYS)	BYPASS	INVERT REPAIR	INSPECTION NOTES*
1	PIPE_005449	1704 OAKMONT DR.	18 ROUND	40	32	CIPP	7.5 mm	1	As Needed	As Needed	Advance rust formation present. Structural integrity may be compromised.
2	Pipe_005495	1901 FAIRFIELD DRIVE	30 ROUND	52	24	CCCP	25 mm	2	As Needed	As Needed	Rust present through span of pipe.
3	Pipe_005798	1508 RIO VISTA DR	18 ROUND	28	10	CIPP	7.5 mm	1	As Needed	Install Mortar or Select Fill Invert Prior to Lining	Significant rust on pipe invert. Pipe invert completely rusted out.
4	Pipe_005800	1506 RIO VISTA DR	18 ROUND	190	7	CIPP	7.5 mm	1	As Needed	As Needed	Structural integrity may be compromised.
5	Pipe_005802	1504 RIO VISTA DR	18 ROUND	27	7	CIPP	7.5 mm	1	As Needed	Install Mortar or Select Fill Invert Prior to Lining	Pipe invert completely rusted out. Structural integrity may be compromised.
6	PIPE_005805	1500 ELAINE WAY	18 ROUND	39	17	CIPP	7.5 mm	1	Dewater and Pump Around As Needed	As Needed	Standing water present. Significant rust formation throughout pipe.
7	PIPE_006046	931 HARDWICK CIR.	18 ROUND	49	24	CIPP	7.5 mm	1	As Needed	As Needed	Rust formation throughout the pipeinvert
8	PIPE_006048	931 HARDWICK CIR.	18 ROUND	46	24	CIPP	7.5 mm	1	As Needed	As Needed	Rust formation throughout the pipe invert. Original lining has worn off pipe invert.
9	Pipe_006406	115 N. TIBBS RD.	12 ROUND	39	18 - 24	CIPP	6 mm	1	As Needed	As Needed	Rust present on pipe invert. Original lining is flaking off and absent on bottom half of pipe.
10	Pipe_006407	205 N. TIBBS RD.	12 ROUND	88	30 - 50	CIPP	6 mm	1	As Needed	As Needed	Rust present on pipe invert. Signs of settling of overhead soil appears to be collapsing roof of pipe.
11	Pipe_007289	600 VALLEY DR	18 ROUND	285	27	CIPP	7.5 mm	1	As Needed	As Needed	Pipe invert partially rusted out.
12	Pipe_007628	110 PINEHILL DR.	15 ROUND	29	18	CIPP	6 mm	1	Dewater and Pump Around As Needed	As Needed	Small amounts of standing water present. Advanced formations of rust on bottom half of pipe.
13	Pipe_007936	1509 THISTLE DR.	12 ROUND	35	40	CIPP	6 mm	1	As Needed	As Needed	Significant rust development on pipe invert. Original lining on the invert is worn away.
14	Pipe_008131	1112 WINDSOR DR.	15 ROUND	40	12	CIPP	6 mm	1	Dewater and Pump Around As Needed	As Needed	Small amounts of standing water present. Advanced formations of rust on bottom half of pipe.
15	Pipe_008172	701 BELWOOD DR.	15 ROUND	37	14	CIPP	6 mm	1	Dewater and Pump Around As Needed	As Needed	Standing water present. Signs of significant rust development on bottom third of pipe. Original lining worn away on lower half of pipe.
16	Pipe_008174	1118 UNDERWOOD ST.	24 ROUND	32	20	CIPP	10.5 mm	1	As Needed	Install Mortar or Select Fill Invert Prior to Lining	Pipe invert completely rusted out. Structural integrity may be compromised. Partially replaced in 2024

17	Pipe_010588	500 DAWN DR.	18 ROUND	228	30	CIPP	7.5 mm	1	As Needed	As Needed	Rust formation throughout the pipe invert. Original lining has worn off pipe invert.
18	Pipe_010601	604 DAWN DR.	15 ROUND	341	30 - 40	CIPP	6 mm	1	As Needed	As Needed	Significant rust development on pipe invert.
19	Pipe_010602	600 DAWN DR.	15 ROUND	47	30	CIPP	6 mm	1	As Needed	As Needed	Significant rust development on bottom half of pipe.
20	Pipe_010606	704 COREY PL.	24 ROUND	41	38	CIPP	10.5 mm	1	As Needed	Install Mortar or Select Fill Invert Prior to Lining	Developed natural gravel bottom. Signs of rust present on lower portion of pipe.
21	Pipe_010667	910 JOHN ST.	15 ROUND	37	24	CIPP	6 mm	1	Dewater and Pump Around As Needed	As Needed	Rust forming throughout pipe with advanced development on pipe invert. Signs of prolonged blockages with standing water present.
22	Pipe_011862	427 VIRGIL DR.	24 ROUND	37	24	CIPP	10.5 mm	1	As Needed	Install Mortar or Select Fill Invert Prior to Lining	Pipe invert completely rusted out. Structural integrity may be compromised.
23	Pipe_005244	1301 BEVERLY DRIVE	78 x 48 ELLIPT	56	45646	CCCP	25 mm	3	As Needed	As Needed	Rust forming on lower third of pipe where original lining has worn away.
24	Pipe_005278	1403 NEEDHAM DR	86 x 60 ARCH	64	48	CCCP	25 mm	4	Dewater and Pump Around As Needed	As Needed	Flowing creek. Partially replaced in 2022. New section: no lining. Old section: has lining.
25	Pipe_005326	1803 WOODVALLEY DRIVE	102 x 75 ELLIPT	40	24	CCCP	25 mm	4	Dewater and Pump Around As Needed	As Needed	Contains standing water and minimal sediment accumulation. Rust is beginning to form on waterline about half way up the pipe.
26	Pipe_005327	115 N TIBBS RD	112 x 82 ELLIPT	42	25	CCCP	25 mm	5	Dewater and Pump Around As Needed	As Needed	Contains running water from creek. Advance rust formations present on bottom third of pipe.
27	Pipe_005506	1410 ROSEWOOD CIRCLE	60 ROUND	88	24 - 48	CCCP	25 mm	4	As Needed	As Needed	Closest direct access to the 60-inch pipe system for evaluation is further west just past Valley Brook Church of God's driveway at drop inlet Structure_016294. The section to be lined contains advanced rust formation present on the bottom of the pipe with portions of the invert rusted through.
28	Pipe_006472	408 ESTHER DRIVE	90 x 69.5 ELLIPT	42	25	CCCP	25 mm	4	Dewater and Pump Around As Needed	As Needed	Standing water present in bottom third of pipe with bottom third of original lining missing.
29	Pipe_006520	702 LENNA LN.	38 X 24 ELLIPT	83	24	CCCP	25 mm	4	As Needed	As Needed	Rust present on pipe invert. Existing lining has worn off.
30	Pipe_006662	211 E. FRANKLIN STREET	42 X 28 ELLIPT	44	32	CCCP	25 mm	4	As Needed	As Needed	Clear of obstructions. Rust present on pipe invert.
31	Pipe_007060	700 REDWINE STREET	48 ROUND	58	96 - 132	CCCP	25 mm	4	As Needed	As Needed	Joint separation present in pipe underneath Redwine Street. Minimal signs of rust present.
32	Pipe_007836	1804 GLENBROOK PL	48 ROUND	41	42	CCCP	25 mm	4	Dewater and Pump Around As Needed	Install Mortar or Select Fill Invert Prior to Lining	Contains standing water and sediment, lower half of pipe is missing original lining. Signs of advance rust formation present.
33	Pipe_007939	1411 SIENNA DRIVE	60 ROUND	94	46	CCCP	25 mm	4	As Needed	As Needed	Significant amounts of rust present with holes forming in pipe invert.

34	Pipe_008156	1401 UNDERWOOD STREET	60 ROUND	37	36 - 45	CCCP	25 mm	3	Dewater and Pump Around As Needed	As Needed	Fair amount of sediment accumulation. Standing water present. Original pipe lining at the water line shows signs of wear with respect to the bottom third of the pipe.
35	Pipe_008474	1275 ELKWOOD DRIVE	60 ROUND	67	156	CCCP	25 mm	4	As Needed	As Needed	Good condition, existing lining still intact.
36	Pipe_009258	224 WESTERLY DR.	42 X 28 ELLIPTI	42	24	CCCP	25 mm	3	As Needed	As Needed	Rust present in sections of pipe where existing lining has failed.
37	Pipe_010489	203 WOODPARK DR	58 x 33 ELLIPTI	44	30	CCCP	25 mm	3	As Needed	As Needed	Extensive rust penetrating pipe invert with holes forming from rusting out. Evidence of a previous lining of the bottom layer present that has worn away.
38	Pipe_010490	203 WOODPARK DR	58 x 33 ELLIPTI	44	30	CCCP	25 mm	3	As Needed	As Needed	Significant rust formation on lower third of pipe where original lining has worn away.
39	Pipe_010565	410 LESLEY DR	65 x 35 ELLIPTI	68	32	CCCP	25 mm	3	As Needed	As Needed	Significant rust formation on lower third of pipe where original lining has worn away.
40	Pipe_010597	322 SYCAMORE CIR	65 x 35 ELLIPTI	75	25	CCCP	25 mm	3	Dewater and Pump Around As Needed	As Needed	Standing water present. Existing lining still fairly intact with signs of cracking where water may be in contact with the metal.
41	Pipe_010617	413 IRONWOOD WAY	58 x 33 ELLIPTI	40	40	CCCP	25 mm	3	As Needed	As Needed	Standing water present. Advance rust formation present on lower third of pipe. More than half of original lining missing.
42	Pipe_012357	115 N TIBBS RD	54 ROUND	42	37	CCCP	25 mm	3	As Needed	As Needed	Deterioration of existing lining. Minimal amounts of rust present.
43	Pipe_012358	115 N TIBBS RD	54 ROUND	41	36	CCCP	25 mm	3	As Needed	As Needed	Deterioration of existing lining. Minimal amounts of rust present.
44	Pipe_013189	708 HACKNEY DRIVE	52 x 33.5 ELLIP	45	20	CCCP	25 mm	3	Dewater and Pump Around As Needed	As Needed	Standing water present. Advance rust formation present on lower third of pipe. Around half of original lining missing.
45	Pipe_013190	708 HACKNEY DRIVE	52 x 33.5 ELLIP	44	20	CCCP	25 mm	3	Dewater and Pump Around As Needed	As Needed	Standing water present. Advance rust formation present on lower third of pipe. Around half of original lining missing.
46	Pipe_013488	100 LEVI DRIVE	36 ROUND	83	24-36	N/A					Contains natural creek bottom. Significant rust formation present through span of pipe. <del>ELIMINATED FROM PROJECT</del>
47	Pipe_008374	508 BURCHFIELD AVE	18 ROUND	136	15	CIPP	6 mm	1	As Needed	As Needed	Joint separation (RCP) under road and beside house. City will obtain necessary easements
48	Pipe_008167	604 OLIVIA DRIVE	48 ROUND	90	24	N/A					Pipe invert completely rusted out. Structural integrity may be compromised. ELIMINATED FROM PROJECT

105

\* Thickness for CIPP based on 400,000 psi flexural modulus high strength material

\* Initial Design Thickness for CCCP based on Centri-Pipe Material Design Guide

\* Thickness for individual liners may deviate from minimum design thickness in this spreadsheet based on specific design requirements for sections.



### **Federal EC LLC Cured in Place Pipe Warranty**

To whom it may concern:

Federal EC LLC installs MTC Liner which is designed to provide a 100 year service life.

Federal EC LLC warrants the Cured in Place Pipe provided by Federal EC LLC will be free from material defects in workmanship and materials for a period of one (1) year from the date the work is accepted. In the event that a material defect in workmanship or materials supplied is found during the 1-year period, then such defect shall be repaired, replaced or adjusted by Federal EC LLC at no additional cost to the owner.

Please do not hesitate to contact me if you should have any questions or comments in regards to this matter.

Respectfully Submitted,



**Jonathan M. Raymer P.E.** | General Manager | **FEDERAL EC LLC**  
504 Allatoona Hills Drive | Woodstock, GA 30189  
**Ph: 770.616.7523** | <http://www.federalec.com>  
[jraymer@federalec.com](mailto:jraymer@federalec.com)



## **MANUFACTURED TECHNOLOGIES CORPORATION (MTC) ("SELLER") MANUFACTURERS WARRANTY**

For a period of one (1) year from date of shipment of the goods, Seller warrants title and that goods sold hereunder shall conform to Sellers' standard specifications for goods of the kind being sold and shall be free of material defect subject in each case to Customer's proper use and maintenance of the goods while the goods are in Customer's possession or ownership.

AS INSTALLATION CONDITIONS AND EXPERIENCE AND TECHNIQUES DIFFER GREATLY, SELLER DISCLAIMS AND EXCLUDES ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS AND RESULTS WHICH CAN BE ACHIEVED BY CUSTOMER IN ITS USE OF THE GOODS. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, SELLER EXCLUDES ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS SOLD HEREUNDER AS TO PERFORMANCE, COMPLIANCE WITH ANY PROJECT SPECIFICATIONS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER WITH RESPECT TO THE GOODS WHETHER USED ALONE OR IN COMBINATION WITH OTHER PRODUCTS.

## **Installers Qualifications:**

### **Company Background Information:**

#### **Organization's Local Name, Address and Phone Number:**

Federal EC LLC  
504 Allatoona Hills Drive  
Woodstock, GA 30189

#### **Contact Person:**

Jonathan Raymer  
770-616-7523  
[Jraymer@federalec.com](mailto:Jraymer@federalec.com)

#### **Years in Business:**

9 Years

#### **Size of Organization:**

8 Employees

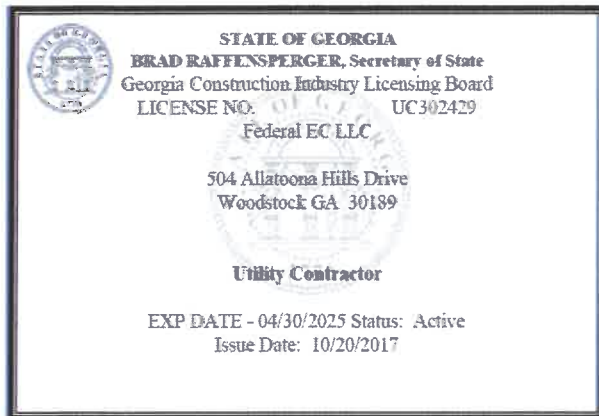
## **Qualifications and Relevant Experience**

#### **Business Licenses:**

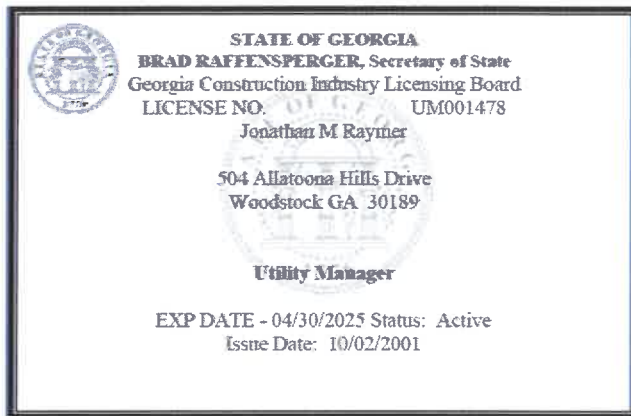
Federal EC and its principals hold all credentials and licenses to complete work on storm, sewer, and water systems.

Federal EC is a licensed Georgia Utility Contractor (UC302429), licensed General Contractor (GCLT-CO000546), and GDOT pre-certified along with the company and principals holding other relevant licenses in Georgia.

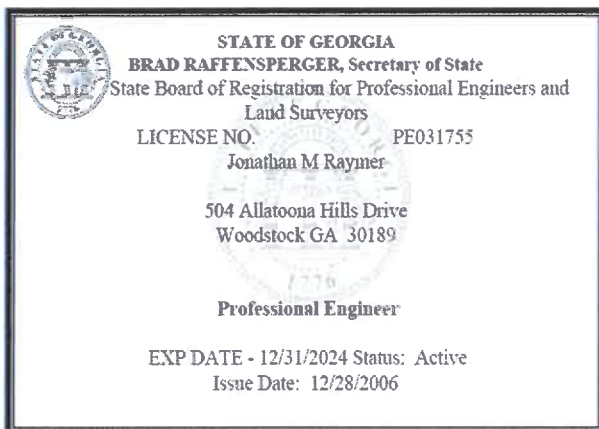
### Utility Contractor



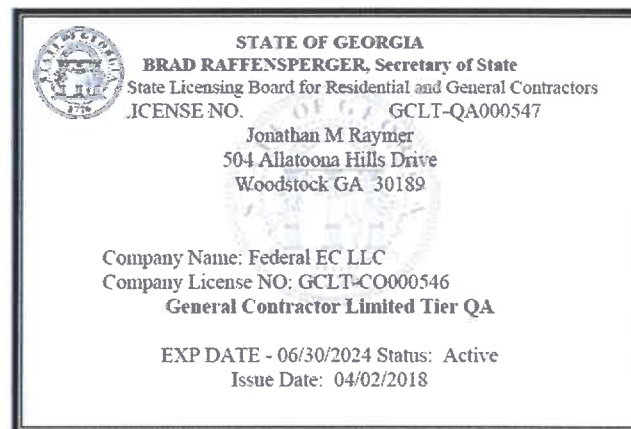
### Utility Manager



### Professional Engineer



### General Contractor



Our firm and/or employees also possess the following relevant certificates or licenses.

Confined Space Entry, OSHA 10 Hour, HAZWOPER, First Aid/ CPR, Competent Person Excavation, Pipeline Assessment Certification Program (PACP), Licensed Realtor

Our sole subcontractor for the project Utility Asset Management holds their Utility Contractor License in the State of Georgia and meets all requirements of the prime contractor on this project.

### Federal EC LLC Designated Point of Contact:

Jonathan M. Raymer PE, Vice President  
Federal EC LLC  
504 Allatoona Hills Drive  
Woodstock, GA 30189  
Phone: 770-616-7523  
Email: jraymer@federalec.com



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** July 15, 2024

**Agenda Item:** Agreement for Development of a Mini-Pitch Soccer Field and Disbursement of Grant Funds between Dalton Parks and Recreation Department and Greater Dalton Chamber Foundation

**Department:** Recreation

**Requested By:** Caitlin Sharpe

**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:

On behalf the City, Greater Dalton Chamber Foundation submitted a “GA100 Program Grant Application” to the Atlanta United Foundation (“AUF”), in partnership with the Local Initiatives Support Corporation (“LISC”), to install a mini-pitch soccer field at the Mack Gaston Community Center; The Grant is being provided to the Grantee, The Chamber, to create a mini-pitch soccer field at the Mack Gaston Community Center. The area surrounding the Mack Gaston Community Center is the priority focus of neighborhood revitalization efforts that are being identified through BGD's revitalization strategy in partnership with the City of Dalton.

There must an established agreement between the City and the Chamber to meet the grant distribution requirements.



Agreement for Development of a Mini-Pitch Soccer Field  
and  
Disbursement of Grant Funds

THIS AGREEMENT FOR DEVELOPMENT OF MINI-PITCH SOCCER FIELD AND DISBURSEMENT OF GRANT FUNDS (“Agreement”) is made and entered into as of the date of the last Party to sign (the “effective Date”), between Greater Dalton Chamber Foundation, a 501(C)(3) Non-Profit Organization (“Chamber”), and The City of Dalton, Georgia, a political subdivision of the State of Georgia (“City”). The parties hereto are sometimes referred to individually as a “Party” or collectively as the “Parties”.

**Background:**

**WHEREAS**, Chamber submitted a “GA100 Program Grant Application” to the Atlanta United Foundation (“AUF”), in partnership with the Local Initiatives Support Corporation (“LISC”), to install a mini-pitch soccer field at the Mack Gaston Community Center; The Grant is being provided to the Grantee, The Chamber, to create a mini-pitch soccer field at the Mack Gaston Community Center. The area surrounding the Mack Gaston Community Center is the priority focus of neighborhood revitalization efforts that are being identified through BGD's revitalization strategy in partnership with the City of Dalton.

**WHEREAS**, a letter dated October 25, 2023 signed by the Mayor, the City authorized the application submittal as required by the AUF and LISC, which included funding a local share of the project cost if awarded, in the amount of \$100,000;

**WHEREAS**, The Chamber, with support from The of Dalton, applied to LISC for a grant to build a mini-pitch soccer field to be located within a City Park – Mack Gaston Community Center (the “Project”);

**WHEREAS**, The City is the fee simple owner of certain real property located 218 N Fredrick St, Dalton, GA, 30720, known as Mack Gaston Community Center, which is the location for the Project, as more particularly shown in Exhibit “A,” attached hereto and incorporated herein by reference (the “Property”);

**WHEREAS**, LISC approved the grant in the amount of \$100,000.00 (“Grant Funds”), with certain terms and conditions to be met for receipt and disbursement of the Grant Funds as contained in the grant award documents dated April 22, 2024 (“Grant Award”), the details of which are more fully set forth below;

**WHEREAS**, one of the conditions for receipt and disbursement of the Grant is that the Project’s total cost must be no less than \$200,000.00;

**WHEREAS**, the estimated total cost of the Project is \$ 203,300.00

**WHEREAS**, City agrees to contribute funds to meet the local share requirements of \$100,000.00

**WHEREAS**, City also agrees to contribute funds in the amount of the difference between the estimated cost and the Project and the Grant Funds

**WHEREAS,** The Chamber has determined that sponsorship of, and participation in, the Project is consistent with its goals, and desires to enter this Agreement with the City for the implementation and construction of the project;

**WHEREAS,** The Chamber to Serve as fiscal agent for Receipt and Disbursement of Grant Funds. As a condition of the Grant Award, the Chamber shall serve as the fiscal agent responsible for receiving the Grant Funds from LISC and distributing the Grant Funds to Contractors through the Construction Process

**WHEREAS,** The Chamber, by entering this Agreement, certifies, represents and covenants to the City that it has met, or will at the appropriate time(s) meet, the Grant Terms and Conditions set forth in the Grant Award;

**WHEREAS,** The Chamber shall deliver to LISC an executed copy of this agreement within ten (10) days of the Effective Date;

**NOW, THEREFORE,** for and in consideration of the above premises and the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Whereas Clauses are Part of this Agreement.** The foregoing clauses that begin after the word “**WHEREAS**” are believed to be true and correct and are made an express part of this Agreement.
2. **The Chamber to Serve as fiscal agent for Receipt and Disbursement of Grant Funds.** As a condition of the Grant Award, the Chamber Shall serve as the fiscal agent responsible for receiving the Grants Funds from LISC and distributing the Grant Funds to the selected contractors. The Chamber shall establish a designated financial account to hold and from which to disburse the Grant Funds as authorized by the Grant Award and this Agreement (“Project Account”). The Chamber shall follow the disbursement procedures required by LISC and by this Agreement, as are set forth in **Exhibit “B,”** attached hereto and incorporated herein by reference. Disbursements from the Project Account will be restricted to the implementation of the Project only.
3. **Description of the Project/Scope of Work.** The Project shall consist of the following: the installation of a 60-foot by 120 foot mini-pitch soccer field to be located at the Mack Gaston Community Center in the area delineated on Exhibit “A,” and as more fully detailed in the Scope of Work, listed on Exhibit “C,” attached hereto and incorporated herein by reference (“Scope of Work”). No material changes will be made in the Scope of Work without the prior written agreement of the Chamber and the City and if appropriate, a written change order, as well as the written consent of LISC.
4. **The City to Serve as Project Manager.** The City will serve as the Project Manager on the Project and will be responsible for coordinating the installation of the Project. Responsibilities of the Project Manager will include the following:
  - a. Coordinate the installation requirements of a 60’x120’ mini-pitch soccer system with qualified contractors;
  - b. Obtain the services of a qualified installer and electrician for installation of the mini-pitch and electrical work;

- c. Coordinator with Musco Lighting installers to install all necessary site amenities included in the project;
- d. Submit all required reports under the terms of this Agreement;
- e. Submit for Grant Fund disbursement under the terms of this Agreement and the Grant Award

The City designates Will Chappell, Dalton Parks and Recreation Assistant Director, to act as the Project Manager for the Project. The Project Manager shall act as the primary contract with the Chamber, and is authorized to submit invoices and sign disbursement requests for the Project.

- 5. Records.** The Chamber and the City will each maintain copies of all financial records related to the Project according to generally accepted accounting principles and terms and conditions this agreement.
- 6. Duration of Project and Term of Agreement.** The Project is expected to be completed by February 28, 2025. The Term of this Agreement shall begin on the Effective Date and shall terminate on the date that the Project is complete as determined by the Project Manager, unless otherwise terminated earlier as provided in this Agreement, provided however, that any terms in this Agreement that by their nature are intended to survive the termination of this Agreement shall so survive.
- 7. Termination.**
  - a. The City may terminate this agreement if The Chamber fails to secure receipt of the Grant Funds from LISC into the Project Account for disbursement. Should this occur, the City shall have no obligation to begin construction.
  - b. The Chamber may terminate this agreement if the City is in breach of any material obligations under this Agreement, after written notice to the City and a reasonable opportunity to cure same.
- 8. Notices.** All notices and other communications required or permitted under this Agreement must be in writing and must be sent by hand delivery, by certified or registered mail, return receipt requested, postage prepaid, or by recognized overnight courier, to the Party's address set forth in this Section or at any other address the Party specifies in writing.

If to The Chamber	Jason Mock, President and CEO Greater Dalton Chamber Foundation 100 Hamilton Street Dalton, GA 30720
If to The City	Andrew Parker, City Administrator City of Dalton 300 W. Waugh Street Dalton, GA 30720

- 9. Miscellaneous.**
  - a. Entire Agreement; Modification.** Except as otherwise provided herein, this Agreement and the included Exhibit(s) constitute the sole agreement of the Parties with respect to its subject matter and supersedes any prior written or oral agreements or communications between the Parties respecting the subject matter of this

Agreement. This Agreement may not be modified except in writing signed by all Parties.

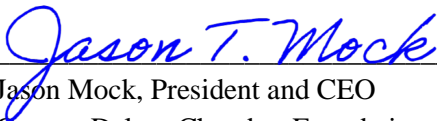
- b. No Waiver.** If any Party fails to require any other Party to perform any term of this Agreement, that failure does not prevent the Party from later enforcing that term. If any Party waives another Party's breach of a term of this agreement, that waiver is not treated as waiving a later breach of the same term.
- c. Successors and Representatives.** This Agreement binds and inures to the benefit of the Parties and their respective heirs, personal representatives, successors, and assignees.
- d. Severability.** IF any part of this Agreement is for any reason held to be unenforceable, the remainder of this Agreement remains fully enforceable.
- e. Construction.** Unless the context requires otherwise, "including" means "including but not limited to." Headings are for convenience only and do not affect the interpretation of this Agreement. This Agreement has been Negotiated by the Parties. Any law requiring an agreement to be construed most strictly against its drafter will not apply.
- f. Applicable Law.** Georgia law applies to this Agreement, without regard for any choice-of-law rules that might direct the application of another jurisdiction's laws.
- g. Counterparts.** This Agreement may be signed in multiple counterparts, each of which constitutes an original, and all of which constitute one Agreement.
- h. Assignment.** This Agreement may not be assigned by the Parties without the prior written consent of all Parties. Any such assignment shall be in writing and shall include an assumption by the assignee thereof of the assignor's obligations hereunder.

{SIGNATURES BEGIN NEXT PAGE}



The Parties have executed and sealed this Agreement as of Effective Date.

Greater Dalton Chamber Foundation

  
\_\_\_\_\_  
Jason Mock, President and CEO  
Greater Dalton Chamber Foundation  
100 Hamilton Street  
Dalton, GA 30720  
Date: 7/3/2024

City of Dalton

\_\_\_\_\_  
Annalee Sams, Mayor  
City of Dalton  
300 W. Waugh Street  
Dalton, GA 30720  
  
Date: \_\_\_\_\_

City Clerk

\_\_\_\_\_

**EXHIBIT "A"**

**MACK GASTON COMMUNITY CENTER SITE MAP**



## **EXHIBIT “B”**

### **DISBURSEMENT REQUIREMENTS**

One disbursement of \$60,000 will be made upon the following conditions being met:

- 1a. A completed Grant Agreement signed by the Grantee returned to LISC’s Grants and Contract Management department;
- 1b. LISC’s Program Officer’s receipt and approval of the Grant Financial Report (Attachment B of Grant Agreement).
- 1c. Receipt and approval of AIA Form A101, Standard form of Agreement (or another document approved by LISC) between Greater Dalton Chamber Foundation and Contractor, for the construction work to the mini- pitch soccer field located at the Mack Gaston Community Center.
- 1d. Receipt and approval by LISC of color photographs depicting the current conditions of the athletic field/designated area for the mini- pitch soccer field.
- 1e. Finalized budget detailing cost of labor and materials, funding sources and uses.
- 1f. Finalized project timeline.
- 1g. Invoices for the construction work that has commenced or has been completed to date for the mini-pitch soccer field located at the Mack Gaston Community Center.
- 1h. Official architectural renderings of the project.

Conditions Precedent to Second Disbursement in the amount of \$40,000

- 2a. Receipt and approval by LISC of AIA Form G702, Application and Certificate of Payment (or similar document approved by LISC) for construction work of the mini- pitch soccer field located at the Mack Gaston Community Center in an amount of no less than \$25,000.
- 2b. Receipt and approval of AIA Form G704, Certificate of Completion (or similar document approved by LISC) for construction work of the mini- pitch soccer field, authorized, and approved by Greater Dalton Chamber Foundation
- 2c. Receipt of color photographs depicting the completed mini- pitch soccer field located at the Mack Gaston Community Center.
- 2d. Finalized invoices for construction work completed for the mini-pitch soccer field at the Mack Gaston Community Center.
- 2e. LISC’s Program Officer’s receipt and approval of the Grant Financial Report (Attachment B of Grant Agreement).

## **EXHIBIT “C”**

### **SCOPE OF WORK**

#### **A. BASIC INFORMATION AND REQUIREMENTS**

The project will encompass a 60x120 mini-pitch soccer court at Mack Gaston Community Center. It will be constructed in a single phase, included necessary utilities for lighting. The project scope includes: Construction of a concrete pad, installation of necessary utilities for lighting, surfacing the acrylic coat, installation of a prefabricated mini-pitch system, installation of LED light.

The contractors selected for this project will work closely with the Owner to construct the project. The construction budget includes all costs associated with a turnkey project. The project shall be constructed within the established budget.

#### **B. CONSTRUCTION PHASE**

- a.** Assume responsibility for the site and construction of the project.
- b.** Maintain qualified and sufficient on site and support staff.
- c.** Manage the work of selected subcontractors.
- d.** Maintain and update the project schedule.
- e.** Schedule and coordinate all work with selected subcontractors.
- f.** Identify and implement means and methods required for the construction.
- g.** Implement and maintain site safety efforts.
- h.** Conduct and record minutes of meetings with subcontractors and Grantor officials as necessary.
- i.** Coordinate construction efforts and final connections and approvals with utility service providers for the project.
- j.** Submit monthly reports to the Grantee (The Chamber) and Grantor (LISC) detailing actual progress vs. planned progress, costs expended to date and cost projections, planned work for the upcoming month, disputes, quality issues, etc.
- k.** Review subcontractor payment requests and make recommendation for approval and submittal to Fiscal Agent for timely payment.
- l.** Perform close out activities including the assembly of warranties, guarantees, operations and maintenance manuals, training, and other close out documents.
- m.** Prepare and maintain record documents.





## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** July 15, 2024

**Agenda Item:** Intergovernmental Ground Lease Agreement between the City and City of Dalton Board of Education

**Department:** Recreation

**Requested By:** Caitlin Sharpe

**Reviewed/Approved by City Attorney?** Yes

**Cost:** N/A

**Funding Source if Not in Budget** N/A

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

Request for approval of Intergovernmental Ground Lease Agreement between the City and City of Dalton Board of Education for DPS to construct and maintain and use of a Reserve Officers' Training Corps (RPTC) challenge course on the premises – 1275 Cross Plains Tr, Dalton, GA 30720 (Heritage Point Park).

Term of agreement: Commence on: 7/15/2024 and shall expire three (3) years from this date.

## GROUND LEASE

This Ground Lease (this “Lease”), dated as of the \_\_\_\_ day of \_\_\_\_\_ 2024, by and between **City of Dalton** (“Landlord”), and **City of Dalton Board of Education** (“Tenant”).

All exhibits hereto are incorporated herein by this reference.

### WITNESSETH

In consideration of Ten Dollars (\$10.00), other good and valuable consideration, and the mutual covenants contained herein, and intending to be legally bound hereby, Landlord and Tenant hereby agree with each other as follows:

#### **Section 1. Premises.**

Landlord hereby leases and lets to Tenant, and Tenant hereby takes and hires from Landlord, upon and subject to the terms, conditions, covenants and provisions hereof, a portion of that certain parcel of land, situated at 1275 Cross Plains Tr, Dalton, GA, 30720, and more particularly described in **Exhibit “A”** hereto, together with any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining thereto (all the foregoing hereinafter referred to as the “Premises).

The rights granted to Tenant under this Lease are referred to herein as the “Leasehold Estate.” The rights of Landlord in the Premises after giving effect to the Leasehold Estate are referred to herein as the “Reversionary Estate.” The “Reversionary Estate” includes all of Landlord’s rights pursuant to this Lease.

#### **Section 2. Term; Termination.**

The term of this Lease shall commence on July 15, 2024 (the “Commencement Date”) and shall expire three (3) years from the Commencement Date (the “Term”). Either party may terminate this Lease with thirty (30) days written notice to the other party.

#### **Section 3. Rent**

The rent for the term shall be Ten Dollars (\$10.00).

#### **Section 4. Use of Premises.**

The Premises shall be used for the construction, maintenance, and use of a Reserve Officers' Training Corps (ROTC) challenge course (the “ROTC Course”) on the Premises, which will accommodate the growing needs of Tenant 's ROTC program and optimize the utilization of Landlord’s underused park areas.

## **Section 5. Improvements, Alterations, Surrender**

(a) (i) Tenant shall have the right, at its own cost and expense, to construct on any part or all of the Premises, the ROTC Course; provided that the same shall be in compliance with all laws and then applicable building codes and ordinances; and provided that Landlord approves of the location of the improvements. Tenant shall coordinate with Landlord to ensure that the Premises are prepared and suitable for the planned construction of the ROTC Course. Landlord and Tenant will work collaboratively to address any issues that may arise during the construction and maintenance phases.

(ii) At Tenant's sole cost, Landlord agrees to cooperate with Tenant (including, without limitation, by signing applications) in obtaining any necessary Permits for any work (including, without limitation, sign installation) which Tenant is permitted to perform pursuant to this Lease.

(b) On the last day or sooner termination of the Term of this Lease, Tenant shall quit and surrender the Premises, and the ROTC Course and all permanent improvements then thereon, damage by fire or other casualty and taking by eminent domain excepted.

## **Section 6. Access to Premises.**

Landlord or Landlord's agents and designees shall have the right to enter upon the Premises at all reasonable times upon reasonable notice to examine same, as the same may have been extended; and provided that no such entry shall unreasonably interfere with the conduct of Tenant's business on the Premises.

## **Section 7. Assignment, Transfer and Subletting.**

Tenant may not, without the consent of Landlord, assign, transfer or sublease (in whole or in part or parts) this Lease or its rights hereunder (in whole or in part or parts). Upon any such assignment, transfer or sublease, Tenant shall be relieved of its obligations hereunder.

## **Section 8. Landlord's Warranties and Representations.**

Landlord represents and warrants to Tenant as follows:

(a) Tenant shall, upon paying the rent reserved hereunder and observing and performing all of the terms, covenants and conditions on Tenant's part to be observed and performed, peaceably and quietly have and hold, the Premises, without hindrance or molestation by any person or persons, subject, however, to the terms of this Lease;

(b) Landlord has full right and authority to enter into this Lease and perform Landlord's obligations under this Lease;

(c) Landlord shall at all times comply with all applicable laws, ordinances, rules and regulations governing the division or parcelization of real property for purposes of lease, sale or financing, so that this Lease shall constitute a lawful conveyance to Tenant of a leasehold estate in the Premises;

**Section 9. Tenant's Covenants and Responsibilities.** Tenant covenants and agrees that Tenant will, without demand:

- A.** Keep the Premises reasonably clean and free from all rubbish, ashes, dirt and other matter;
- B.** Keep the Premises and ROTC Course well maintained, including regular inspections, repairs, and landscaping;
- C.** Ensure that the Premises and ROTC Course remain safe and in good condition for use by Tenant's ROTC program and any other authorized users;
- D.** Coordinate with Landlord to establish a schedule for the use of the ROTC Course, ensuring that it is available for Tenant's ROTC program as needed while allowing for community access as appropriate;
- E.** Comply with any requirements of any of the constituted public authorities, and with the terms of any state or federal statutes or local ordinances or regulations applicable to Tenant to or for Tenant's use of the Premises and save Landlord harmless from penalties, fines, costs or damages resulting from the failure to do so;
- F.** Give to Landlord prompt written notice of any accident involving persons other than agents or employees of Tenant, fire or damage occurring on or to the Premises;
- G.** Secure any and all permits for such improvements as Tenant intends to make of the Premises, and upon obtaining such permit, Tenant shall not use the Premises in any manner not inconsistent with or in violation of such permit.
- H.** Use the Premises for legal purposes only and not for any illegal purposes; nor in any manner to create any nuisance or trespass.
- I.** Assume sole responsibility for or incur liability for any injury to person or property caused by any act or omission of any person while on the Premises.
- J.** Assume all liability for any claim, suit, or demand arising out of any improvements to the Premises or any indebtedness or obligations incurred by the Tenant in making any such improvements.

**Section 10. Insurance.**

(a) Tenant shall provide, at its expense, and keep in force during the Term of this Lease, general liability insurance in a good and solvent insurance company or companies licensed to do business in the State in which the Premises is located, selected by Tenant, in the amount of at least one million dollars (\$1,000,000) per occurrence for bodily injury and for property damage with respect to the Premises. Such policy or policies shall include Landlord as an additional insured.



(b) During the Term of this Lease, Tenant shall keep all buildings and improvements erected or caused to be erected, at any time, by Tenant on the Premises insured for the benefit of Landlord and Tenant and the holder of any Leasehold Mortgage, as their respective interests may appear, against loss or damage by fire and the so-called customary extended coverage casualties in a minimum amount necessary to avoid the effect of co-insurance provisions of the applicable policies. All proceeds payable at any time and from time to time by any insurance company under such policies shall be payable to such Leasehold Mortgagee, as the Leasehold Mortgage or other loan documents pertaining to the Leasehold Mortgage ("Loan Documents") may provide, or, if none, to Tenant. If any such proceeds are paid to such Leasehold Mortgagee, Tenant shall be entitled to receive the full amount thereof in accordance with the terms of such Leasehold Mortgage or Loan Documents, and Landlord shall not be entitled to, and shall have no interest in, such proceeds or any part thereof. Any proceeds paid directly to Tenant shall be retained by Tenant and Landlord shall not be entitled to, and shall have no interest in, such proceeds or any part thereof. Landlord shall, at Tenant's cost and expense, cooperate fully with Tenant in order to obtain the largest possible recovery and execute any and all consents and other instruments and take all other actions necessary or desirable in order to effectuate the same and to cause such proceeds to be paid as hereinbefore provided, and Landlord shall not carry any insurance concurrent in coverage and contributing in the event of loss with any insurance required to be furnished by Tenant hereunder if the effect of such separate insurance would be to reduce the protection or the payment to be made under Tenant's insurance.

(c) Any insurance required to be provided by Tenant pursuant to this Lease may be provided by blanket insurance covering the Premises and other locations of Tenant and affiliates of Tenant, provided such blanket insurance complies with all of the other requirements of this Lease with respect to the insurance involved and such blanket insurance is acceptable to any Leasehold Mortgagee.

#### **Section 11. Waivers.**

Failure of Landlord or Tenant to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by Landlord or Tenant at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. No acceptance by Landlord of any partial payment shall constitute an accord or satisfaction but such payment shall only be deemed a partial payment on account.

#### **Section 12. Force Majeure.**

In the event that Landlord or Tenant shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, the act, failure to act or default of the other party, war or other reason beyond their control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

### **Section 13. Notices.**

All notices, demands, consents, approvals, and other requests which may be given or which are required to be given by either party to the other (each a "Notice") shall be in writing and may be: (A) hand delivered, (B) delivered by way of overnight delivery service (such as Federal Express Corporation or United Parcel Service, or other nationally recognized overnight courier service with confirmation of delivery), or (C) transmitted via electronic mail provided that the sender must obtain a written confirmation of receipt by way of electronic confirmation showing the date and time of the transmission. In the event Notice is provided by electronic mail a copy of the Notice must also be delivered the next day by method (A) or (B) above. Notices cannot be given through the United States Postal Service or by mail under any means. All Notices shall be deemed effective either: (A) upon delivery if hand delivered, as evidenced by written receipt therefor, whether or not actually received by the person to whom addressed; (B) on the day deposited into the custody of a nationally recognized overnight delivery service for overnight next day delivery, addressed to such party at the address indicated herein; or (C) the date of the receipt of a confirmation of electronic mail is received by the sender if a confirmation of receipt is received by the sender. Refusal to accept, or inability to deliver because of changed address of which no notice was given, shall be deemed receipt on the date of such refusal of delivery or inability to deliver. Either party may, from time to time, change the address to which Notices shall be sent by like Notice given to the other party hereto, except that no party may change its address to other than a street address. Any Notice given that does not conform to this paragraph shall be effective only upon receipt. The addresses for Notices given pursuant to this Lease shall be as follows:

If to Landlord:

City of Dalton  
P.O. Box 1205  
Dalton, GA 30722-1205  
Attn: City Administrator

If to Tenant:

Dalton Board of Education  
P.O. Box 1408  
Dalton, GA 30722-1408  
Attn: Superintendent

### **Section 14. Governing Law.**

This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Georgia.

### **Section 15. Holdover.**

If Tenant shall hold the Premises after the expiration of the Term hereof, such holding over shall, in the absence of written agreement on the subject, be deemed to have created a tenancy from month to month terminable on thirty (30) days notice by either party to the other.

### **Section 16. Cumulative Remedies.**

Each right and remedy of Landlord provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease shall not preclude Landlord from exercising any other right or remedies provided for in this Lease.

### **Section 17. Severability.**

If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remaining terms, covenants, conditions and provisions shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

### **Section 18. Interpretation.**

Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof. This Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. The terms "Landlord" and "Tenant" whenever used herein shall mean only the owner at the time of Landlord's or Tenant's interest herein, and upon any sale or assignment of the interest of either Landlord or Tenant permitted under the provisions hereof, their respective approved successors in interest and/or assigns shall, during the term of their ownership of their respective estates herein, be deemed to be Landlord or Tenant, as the case may be.

### **Section 19. Entire Agreement.**

No oral statement or prior written matter shall have any force or effect. Tenant agrees that it is not relying on any representations or agreements other than those contained in this Lease. This Lease shall not be modified or canceled except by writing subscribed by all parties.

### **Section 20. Parties.**

Except as herein otherwise expressly provided, the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, successors, administrators and assigns.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands the day and year first above written.

**LANDLORD:**

**City of Dalton**

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

**TENANT:**

**City of Dalton Board of Education**

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



## EXHIBIT "A"

### Description of the Premises





## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting  
**Meeting Date:** 7-15-24  
**Agenda Item:** Appointment of Interim DPRD Director  
**Department:** Administration  
**Requested By:** Andrew Parker

**Reviewed/Approved  
by City Attorney?**

**Cost:**

**Funding Source if Not  
in Budget**

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

Appointment of Will Chappell as Interim Director for Dalton Parks and Recreation Department



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting  
**Meeting Date:** 7-15-24  
**Agenda Item:** Reappointment to the Zoning Appeals Board  
**Department:** Administration  
**Requested By:** Todd Pangle

**Reviewed/Approved  
by City Attorney?**

**Cost:**

**Funding Source if Not  
in Budget**

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

Reappointment of Austin King to the Zoning Appeals Board for a 5-year term to expire August 5, 2029.



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting  
**Meeting Date:** 7-15-24  
**Agenda Item:** Appointment to Public Safety commission  
**Department:** Administration  
**Requested By:** Andrew Parker

**Reviewed/Approved  
by City Attorney?**

**Cost:**

**Funding Source if Not  
in Budget**

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

Appointment of Annalee Sams as a member to the Public Safety Commission for a 1-year term to expire December 31, 2024.