



**MAYOR AND COUNCIL MEETING
MONDAY, OCTOBER 02, 2023
6:00 PM
DALTON CITY HALL**

A G E N D A

Call to Order

Pledge of Allegiance

Approval of Agenda

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

Proclamation:

- [1.](#) "Cybersecurity Awareness Month" - October 2023 - City of Dalton I.T. Department

Minutes:

- [2.](#) Mayor & Council Minutes of September 18, 2023

Unfinished Business:

- [3.](#) Second Reading – Ordinance 23-19 An Ordinance To Repeal Article II “Taxicabs” Of Chapter 126 “Vehicles For Hire” Of The 2001 Revised Code Of Ordinances Of The City Of Dalton; To Make Findings Of Fact; To Establish An Effective Date; To Repeal Contrary Laws And Ordinances Of The City Of Dalton; And For Other Purposes.

New Business:

- [4.](#) (2) 2023 New Alcohol Beverage Applications
- [5.](#) FY-2023 Budget Amendment #5
- [6.](#) Mill Line Change Order #3
- [7.](#) CGI Community Showcase Video Program Renewal
- [8.](#) Resolution 23-19 Alternative Probation Services
- [9.](#) Georgia Probation Services, Inc. Contract
- [10.](#) Ridge Street Stormwater Bypass System Dalton Project No. PW-2023-BD-161 Consideration for Contract Award to B and J Reed Construction, LLC

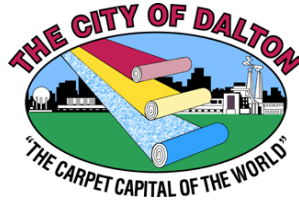
- [11.](#) Ordinance 23-20 The request of Construction Consultants, on behalf of TVFCU to rezone from Heavy Manufacturing (M-2) to General Commercial (C-2) a tract of land totaling 2.0 acres located at 914 Vista Drive, Dalton, Georgia. Parcel (12-163-05-008).
- [12.](#) Ordinance 23-21 The request of Oakwood Property Group LLC to rezone from General Commercial (C-2) to Central Business District (C-3) a tract of land totaling 2.25 acres total located at 203 S. Glenwood Avenue, Dalton, Georgia. Parcels (12-219-20-002, 12-219-20-003, and 12-219-20-004).
- [13.](#) First Reading Ordinance 23-22 An Ordinance to Regulate the Use and Placement of Unattended Donation Drop Boxes Within the City of Dalton; To Prohibit Use and Placement Except as Provided Herein; To Set Servicing Standards for Any Permitted Drop Box; To Provide Penalties for Violation; To Establish an Effective Date; And for Other Purposes.

Supplemental Business

Announcements

Adjournment

PROCLAMATION



CYBERSECURITY AWARENESS MONTH OCTOBER 2023

WHEREAS, During Cybersecurity Awareness Month, we highlight the importance of safeguarding our Nation’s critical infrastructure from malicious cyber activity and protecting citizens and businesses from ransomware and other attacks. We also raise awareness about the simple steps Americans can take to secure their sensitive data and stay safe online; and

WHEREAS, cyberattacks affect our day-to-day lives, our economy, and our national security. By destroying, corrupting, or stealing information from our computer systems and networks, they can impact electric grids and fuel pipelines, hospitals and police departments, businesses and schools, and many other critical services that Americans trust and rely on every day. That is why it is important to continuously improve our cybersecurity and focus on these main points of cybersecurity:

- **Use strong passwords and a password manager:** Strong passwords are critical to protecting data. Password managers are a powerful tool to help you create long, random, and unique passwords for each of your accounts.
- **Turn on multifactor authentication (MFA):** You need more than a password to protect your online accounts and enabling MFA makes you significantly less likely to get hacked.
- **Recognize & report phishing:** Phishing emails, texts, and calls are the number one way data gets compromised. Be cautious of unsolicited emails, texts or calls asking for personal information. Avoid sharing sensitive information or credentials over the phone or email unless necessary and don’t click on links or open attachments sent from unknown sources.
- **Update software:** Ensuring your software is up to date is the best way to make sure you have the latest security patches and updates on your devices.

NOW, THEREFORE BE IT RESOLVED, I, David Pennington, Mayor of the City of Dalton, Georgia hereby proclaim October 2023 as “**Cybersecurity Awareness Month**” and I encourage all citizens and residents to share helpful tips and resources with friends and family, especially vulnerable groups like seniors.

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

Mayor _____

Date _____ October 2, 2023 _____

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
SEPTEMBER 18, 2023

The Mayor and Council held a meeting this evening at 6:00 p.m. at City Hall. Present were Mayor David Pennington, Council members Tyree Goodlett and Steve Farrow, City Administrator Andrew Parker and City Attorney Terry Miller. Council member Dennis Mock attended via Zoom.

CALL TO ORDER

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

APPROVAL OF AGENDA

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

PUBLIC COMMENTARY

There were no Public Comments.

PUBLIC HEARING

Mayor Pennington opened the Public Hearing for discussion of the Draft Joint Comprehensive Plan 2024-2028 Update for Whitfield County including the Municipalities of Cohutta, Dalton, Tunnel Hill and Varnell.

City Administrator Andrew Parker stated the City of Dalton and other municipalities are required by the Department of Community Affairs (DCA) to update the Comprehensive Plan every 5 years, stating the next five years will be from 2024-2028. Parker added that Assistant Planning Director Ethan Calhoun along with other staff members have worked together to list the projects that have been completed in the last five-year period and the future projects that are to be completed in the next five years.

Calhoun stated the next steps are to send the Plan in its draft form to the Department of Community Affairs. Calhoun further stated DCA will review the Plan to make sure that it meets the minimum planning standards and once it is received back, the Cities can move forward with the adoption of the Comprehensive Plan.

Mayor Pennington closed the hearing at 6:02 p.m.

MINUTES

The Mayor and Council reviewed the Mayor & Council Regular Meeting Minutes of September 5, 2023. On the motion of Council member Farrow, second Council member Goodlett, the minutes were approved. The vote was unanimous in favor.

2023 NEW ALCOHOL BEVERAGE APPLICATIONS

On the motion of Council member Goodlett, second Council member Farrow, the following New Alcohol Beverage Applications were approved:

(4) 2023 ALCOHOL APPLICATION(S)

1. Business Owner: Circle K. Stores Inc.
d/b/a: Circle K. Stores Inc. #2709345
Applicant: Mark Alan Ostoits
Business Address: 2000 Chattanooga Rd.
License Type: Package Beer, Wine (Convenience Store / Gas Station)
Disposition: **New**
2. Business Owner: Family Dollar Store of Georgia, LLC
d/b/a: Family Dollar #20036
Applicant: Joni L. Dockery
Business Address: 1210 Murray Ave.
License Type: Package Beer, Wine (Convenience Store)
Disposition: **New**
3. Business Owner: Siyaram 98 Inc.
d/b/a: Quick Stop
Applicant: Ashiviniben Patel
Business Address: 511 East Morris St.
License Type: Package Beer (Convenience Store)
Disposition: **New**
4. Business Owner: The Carpentry, LLC
d/b/a: The Carpentry
Applicant: Kasey Carpenter
Business Address: 204 W. Cuyler St.
License Type: Pouring Beer, Wine, Liquor (Hotel)
Disposition: **New**

The vote was unanimous in favor.

CROY TASK ORDER #6 AMENDMENT FOR AIRPORT CONSTRUCTION MATERIALS TESTING

Airport Director Andrew Wiersma presented the Croy Task Order #6 Amendment for Airport Construction Materials Testing in the amount of \$21,134.14. Wiersma stated the funding was already included as a line item on GDOT Grant Contract #44 approved by the Mayor and Council on March 9, 2023. On the motion of Council member Goodlett, second Council member Farrow, the Amendment was approved. The vote was unanimous in favor.

CONTRACT AWARD TO BARTOW PAVING COMPANY - 2023 MILLING AND RESURFACING VARIOUS CITY STREETS

Public Works Director Chad Townsend presented a request to award the 2023 Milling and Resurfacing Various City Streets to Bartow Paving in the amount of \$1,718,794.91. Townsend stated approximately 50% of the work is to be completed by December 31, 2023 and 100% to be completed by May 31, 2024. On the motion of Council member Farrow, second Council member Goodlett, the contract award was approved. The vote was unanimous in favor. REF: Project No. PW-2023-LMIG

GENERAL CONSTRUCTION AGREEMENT - ACT GLOBAL FOR DALTON PARKS AND RECREATION SYNTHETIC TURF REPLACEMENT PROJECTS

Recreation Director Caitlin Sharpe presented the General Construction Agreement with Act Global for Dalton Parks and Recreation Synthetic Turf Replacement Projects in the amount of \$381,340.00 to be paid from the 2023 Capital Improvement Project Fund. Sharpe stated the project entails the manufacturing of materials and installation of new synthetic turf for the listed complexes:

Mack Gaston Community Center	\$299,357.00
Joan Lewis	\$ 81,983.00

On the motion of Council member Farrow, second Council member Goodlett, the General Construction Agreement was approved. The vote was unanimous in favor.

MASTER SERVICE AGREEMENT WITH RENT.FUN

Recreation Director Caitlin Sharpe presented the Master Service Agreement with Rent.Fun for a Self-Service Kayak Vending Machine at Haig Mill Lake Park in the amount of \$26,000. Sharpe stated the self-service kayak vending machine is an automated system designed to provide kayaks to users without the need of staff assistance. On the motion of Council member Mock, second Council member Farrow, the Agreement was approved.

FIRST READING – ORDINANCE 23-19 – REPEAL ARTICLE II “TAXICABS”

The Mayor and Council held a first reading of an Ordinance to Repeal Article II “Taxicabs” Of Chapter 126 “Vehicles for Hire” Of The 2001 Revised Code of Ordinances of The City of Dalton; To Make Findings of Fact; To Establish an Effective Date; To Repeal Contrary Laws and Ordinances of The City of Dalton; And for Other Purposes.

Mayor and Council
Minutes
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September 18, 2023

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was
Adjourned at 6:11 p.m.

Bernadette Chattam
City Clerk

David Pennington, Mayor

Recorded
Approved: _____
Post: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 10/2/23

Agenda Item: Second Reading - Ordinance 23-19 Taxicabs

Department: Administration

Requested By: Todd Pangle

Reviewed/Approved by City Attorney? Yes

Cost:

Funding Source if Not in Budget

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

Second Reading - Ordinance 23-19 - An Ordinance to Repeal Article II "Taxicabs" Of Chapter 126 "Vehicles for Hire" Of The 2001 Revised Code of Ordinances of The City of Dalton; To Make Findings of Fact; To Establish an Effective Date; To Repeal Contrary Laws and Ordinances of The City of Dalton; And for Other Purposes.

CITY OF DALTON

ORDINANCE

ORDINANCE NO. 23-19

An Ordinance To Repeal Article II “Taxicabs” Of Chapter 126 “Vehicles For Hire” Of The 2001 Revised Code Of Ordinances Of The City Of Dalton; To Make Findings Of Fact; To Establish An Effective Date; To Repeal Contrary Laws And Ordinances Of The City Of Dalton; And For Other Purposes

WHEREAS, the State of Georgia has by legislation applicable to cities and counties preempted the entire field of administration and regulation over ride share network services, transportation referral services, transportation referral services providers; and taxi services (O.C.G.A. § 40-1-191); and

WHEREAS, the City of Dalton’s regulatory provisions for the safety and protection of the public are now preempted by State law and the City of Dalton does not specify rates and fares under its Vehicles For Hire regulations nor issue medallions or certificates of public necessity;

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

-1-

Th foregoing statements hereof are made findings of fact by the Mayor and Council.

-2-

Sections 126-31 through 126-68 of the 2001 Revised Code of Ordinances of the City of Dalton, constituting Article II-Taxicabs of Chapter 126 Vehicles For Hire are hereby repealed in their entirety and such Sections shall be reserved.

-3-

This Ordinance shall be effective upon its enactment by the Mayor and Council and after it has been posted in two (2) public places in the City of Dalton for five (5) consecutive days after passage.

All laws, ordinances, and regulations of the City of Dalton in conflict with the provisions of this Ordinance are hereby repealed.

SO ORDAINED this _____ day of _____, 2023.

ADOPTED AND APPROVED on the _____ day of _____ 2022 at the regular meeting of the Mayor and Council of the City of Dalton.

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 DOES/DOES NOT pass.

CITY OF DALTON

Mayor

ATTEST:

City Clerk

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 the _____ day of _____, 20____.

City Clerk



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 10/02/2023

Agenda Item: 2023 New Alcohol Beverage Applications

Department: City Clerk

Requested By: Gesse Cabrera

Reviewed/Approved by City Attorney? Yes

Cost: N/A

Funding Source if Not in Budget N/A

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

(2) 2023 New Alcohol Beverage Applications

2023 ALCOHOL BEVERAGE APPLICATION APPROVAL
M&C MEETING – MONDAY OCTOBER 21, 2023

(2) 2023 ALCOHOL APPLICATION(S)

1. Business Owner: Appalachian Ale House, LLC
d/b/a: Appalachian Ale House, LLC
Applicant: Lynnette Thomison
Business Address: 265 N. Hamilton St.
License Type: Pouring Beer, Wine, Liquor (Lounge/Tavern/Pub)
Disposition: **New**

2. Business Owner: Lin Mongolian Grill Plus Inc.
d/b/a: Lin's Mongolian Grill
Applicant: Jim Wu Lin
Business Address: 1223 Cleveland Hwy.
License Type: Pouring Beer, Wine (Restaurant)
Disposition: **New**



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 10-2-23

Agenda Item: Budget Amendment #5

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 #5 to adjust various funds for revenue received, contracts approved, and transfer between funds.

2023 Budget Amendment #5

GENERAL FUND

	Increase (Decrease)	
Revenues & Transfers-In		
Sales & use tax	\$ 215,000	(1)
Reimbursement - insurance	133,000	(2)
	<u>\$ 348,000</u>	
Expenditures & Transfers-out		
Recreation - building repairs and maintenance	\$ 133,000	(2)
Administration - professional fees - legal	55,000	(3)
Human Resources - contracted services	30,000	(4)
Transfer to Debt Service Fund	2,500	(5)
Payment to others	3,600	(6)
	<u>\$ 224,100</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ 123,900</u></u>	

- (1) Sales tax for 9/22 - 8/23 for coding error by the Georgia Department of Revenue
- (2) Insurance reimbursement for 2022 claim for Mack Gaston gym floor damage
- (3) Professional fees for the City Charter and Code update
- (4) Contracted services for defined contribution plan administration (\$15k) and drug testing (\$15k) erroneously omitted from 2023 budget
- (5) To cover administrative fees
- (6) Agreement to subsidize Emery Center utility costs

2020 SPLOST FUND

	Increase (Decrease)	
Expenditures & Transfers-out		
Intergovernmental - SPLOST revenue	\$ 3,000,000	(1)
Interest income	60,000	(2)
	<u>\$ 3,060,000</u>	
Expenditures & Transfers-out		
Capital - John Davis Recreation Center	\$ 2,160,000	(1)
Capital - Police property & evidence building	900,000	(1)
	<u>\$ 3,060,000</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ 0</u></u>	

- (1) Additional SPLOST revenue received over amount estimated
- (2) Additional interest earned from SPLOST deposits over estimated

2021 BOND FUND		Increase (Decrease)	
Expenditures & Transfers-out			
Interest income	\$ 133,000	(1)	
	<u>\$ 133,000</u>		
Expenditures & Transfers-out			
Infrastructure - Ridge Street Stormwater Bypass	\$ 133,000	(2)	
Infrastructure - Aquatic Center	(140,390)	(3)	
Transfer out - Capital Projects Fund	140,390	(3)	
	<u>\$ 133,000</u>		
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ -</u></u>		
(1)	Additional interest earned due to increase in interest rates		
(2)	Project bids came in \$160k over budget		
(3)	Reallocate funds to Lakeshore track resurfacing		

CAPITAL IMPROVEMENTS FUND		Increase (Decrease)	
Expenditures & Transfers-out			
Transfer in - Bonded Debt Fund	\$ 140,390	(1)	
	<u>\$ 140,390</u>		
Expenditures & Transfers-out			
Site Repairs - Lakeshore Track	\$ 140,390	(3)	
	<u>\$ 140,390</u>		
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ -</u></u>		
(1)	Reallocation of funds to Lakeshore Track resurfacing project		

OPIOID SETTLEMENT FUND		Increase (Decrease)	
Expenditures & Transfers-out			
Revenue - opioid settlement	\$ 8,000	(1)	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ 8,000</u></u>		
(1)	To record additional revenue received from the Jansen & Distributor settlement funds		

DEBT SERVICE FUND		Increase (Decrease)	
Expenditures & Transfers-out			
Interest revenue	\$ 500	(1)	
Transfer from General Fund	2,500	(2)	
	<u>\$ 3,000</u>		
Expenditures & Transfers-out			
Administrative fees	\$ 3,000	(2)	
	<u>\$ 3,000</u>		
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ -</u></u>		
(1)	Adjust to additional interest earned from increase in interest rates		
(2)	Adjust to cover administrative costs		

Sedgwick Claims Management Services, Inc
PO Box 14151
Lexington, KY 40512-4151

0000072-0000293 FS130 001 559826



CITY OF DALTON
300 W. WAUGH ST.
DALTON, GA 30720

DATE	CHECK AMOUNT	CHECK NUMBER
08/15/2023	133,042.16	137389704
PAYEE	TAX ID	
CITY OF DALTON	None	
SCMS UNIT	PAGE	
660 Sedgwick Claims Management Services, Inc	01 of 01	

Claimant Name	Loss Date	Claim Number
CITY OF DALTON	06/01/2022	4A2210LW6N1-0001
Amt Paid: 133,042.16	Description: Miscellaneous Indemnity/Loss	
Dates: 06/01/2022 - 06/01/2022	Comment: Supplemental check	

*Mack Gaston
bym floor
damage from
2022 claim*

*#100001 - 383000
#622000 - 522200*

SWKFE2DY.00.NP



THE FACE OF THIS CHECK IS PRINTED BLUE. THE BACK CONTAINS A SIMULATED WATERMARK. SEE BACK FOR DETAILS.

Sedgwick as agent for Argonaut Insurance
Argonaut Great Central Insurance Company

ORIGIN
6609545

Wells Fargo Bank, N.A.

VOID AFTER 60 DAYS

DATE: 08/15/2023

137389704

62-22
311

PAY: *****ONE HUNDRED THIRTY THREE THOUSAND FORTY TWO AND 16/100 DOLLARS

\$133,042.16

PAY TO
THE
ORDER
OF

CITY OF DALTON

Sedgwick

MEMO: _____ MP

Argonaut Insurance Company, Principal
Sedgwick Claims Management Services, Inc., Agent By:

137389704 031100225 2079950059703

CITY ADMINISTRATOR
P. ANDREW PARKER
P.O. BOX 1205
DALTON, GEORGIA 30722
PHONE: 706-278-9500
aparker@daltonga.gov
www.daltonga.gov



MAYOR
DAVID PENNINGTON

CITY COUNCIL
DENNIS MOCK
TYREE GOODLETT
STEVE FARROW

MEMORANDUM

TO: Cindy Jackson
FROM: Kim Witherow
CC: Andrew Parker
RE: FY-2023 Budget Amendment
DATE: August 22, 2023

Administration submits the following budget amendment request to the 2023 budget to cover legal expenses for an update to the Charter and Code. Please let me know if you have any questions.

<u>ADMINISTRATION</u>	<u>Org. #</u>	<u>Obj. #</u>	<u>Proj. #</u>	<u>Change</u>
Professional Legal	132000	521210	42010	+55,000

Cindy Jackson

From: Greg Batts <gbatts@daltonga.gov>
Sent: Wednesday, July 19, 2023 8:39 AM
To: Cindy Jackson
Subject: RE: 2023 Budget

Cindy,

Here is the information concerning the HR budget (the best I can determine):

1. The YTD expenditures for the EAP have been put in the wrong category. Please move \$4481.40 from 512900 to 521200. I'll make sure the last two payments are charged to the correct category.
2. It looks like we will need a budget amendment for about \$30,000 - \$15,000 for the IRA Group (521200) and \$15,000 for drug testing (521300)

002844

If you see anything else that looks out of the norm, please let me know. Thank you,

Greg Batts, SPHR, SHRM-SCP

Director, Human Resources

City of Dalton, Georgia

P.O. Box 1205

Dalton, GA 30722

Phone: 706.529.2422

Fax: 706.281.1264

#154000 - 521200
#154000 - 521300



Character is much easier kept than recovered.

Thomas Paine

IMPORTANT NOTICE: This information is intended only for the individual/organization named above. If you received this in error, please call 706-281-1267 to notify the sender, and then delete the email without printing, copying or retransmitting it. **In addition, be advised that Georgia has a very broad open records law and that email communication with this office may be subject to public disclosure.**

From: Cindy Jackson <cjackson@daltonga.gov>
Sent: Tuesday, July 11, 2023 3:12 PM
To: Greg Batts <gbatts@daltonga.gov>
Cc: Haliyma Jones <hjones@daltonga.gov>
Subject: 2023 Budget

Hey Greg,

Cindy Jackson

From: Andrew Parker
Sent: Tuesday, September 12, 2023 2:48 PM
To: Cindy Jackson
Cc: Todd Pangle; Cliff Cason; Caitlin Sharpe
Subject: RE: 2020 SPLOST

Yes, Cindy I agree with this recommendation. However, we need to add \$900K to the Police Service Center expansion project. The revised budget is \$2.5 Million per the architect. Any further project shortfall on John Davis can be made up through additional SPLOST collections or Bond proceeds.

P. Andrew Parker, P.E.
City Administrator
City of Dalton
PO Box 1205 | 300 W. Waugh St
Dalton, GA 30722
Email: aparker@daltonga.gov
Office: (706) 529-2404

From: Cindy Jackson <cjackson@daltonga.gov>
Sent: Tuesday, September 12, 2023 2:17 PM
To: Andrew Parker <aparker@daltonga.gov>
Cc: Todd Pangle <tpangle@daltonga.gov>
Subject: FW: 2020 SPLOST

Andrew – We have almost \$3m in unallocated funds from the 2020 SPLOST. I'm doing a budget amendment for next council meeting so do you want me to put it all the John Davis renovations? I know that is a project that we need to get funded before we vote on the next SPLOST. Thanks, Cindy

From: Cindy Jackson
Sent: Tuesday, September 12, 2023 2:13 PM
To: Caitlin Sharpe <csharpe@daltonga.gov>
Cc: Andrew Parker <aparker@daltonga.gov>
Subject: 2020 SPLOST

Hi Caitlin,

Is the Heritage Point Renovation 100% complete? Last payment from that budget was the end of June.

If so, I'll move the funds to John Davis Renovation.

Thanks,

Cindy

Cindy Jackson, CPA
Chief Financial Officer
City of Dalton, GA
(706) 529-2460

2020 SPLOST Projects

Fund #0321

9/12/2023

Funding Sources

Project	Project Name	Original Budget	Revised Budget	Spent YTD	Budget Remaining	2020 SPLOST	Transfer General Fund	2021 Bond Fund (0361)	Interest Earnings	Available Funding
PROJECTS REMAINING										
SP230	SENIOR CENTER RENOVATION	\$ 425,000.00	\$ 425,000.00	\$ -	\$ 425,000.00	\$ 425,000.00	\$ -	\$ -	\$ -	\$ 425,000.00
SP200	JOHN DAVIS RENOVATION	\$ 8,500,000.00	\$ 4,199,115.62	\$ 218,870.33	\$ 3,980,245.29	\$ 4,100,000.00	\$ -	\$ -	\$ 99,115.62	\$ 4,199,115.62
SP210	HERITAGE POINT RENOVATIONS	\$ 2,675,000.00	\$ 7,075,000.00	\$ 6,480,131.54	\$ 594,868.46	\$ 7,075,000.00	\$ -	\$ -	\$ -	\$ 7,075,000.00
SP245	POLICE PROPERTY BUILDING	\$ 1,621,000.00	\$ 1,621,000.00	\$ -	\$ 1,621,000.00	\$ 1,621,000.00	\$ -	\$ -	\$ -	\$ 1,621,000.00
SP257	ROADS, STREETS, BRIDGES 2023 PAVING	\$ 2,000,000.00	\$ -	\$ -	\$ -	\$ 374,428.06	\$ 606,203.79	\$ 800,000.00	\$ 19,368.15	\$ 1,800,000.00
SP240	POLICE VEHICLES	\$ 735,000.00	\$ 735,000.00	\$ 572,231.40	\$ 162,768.60	\$ 735,000.00	\$ -	\$ -	\$ -	\$ 735,000.00
SP256	FIRE EQUIPMENT	\$ 2,612,000.00	\$ 2,612,000.00	\$ 1,864,514.41	\$ 747,485.59	\$ 2,612,000.00	\$ -	\$ -	\$ -	\$ 2,612,000.00
SP250	PUBLIC WORKS EQUIPMENT	\$ 531,000.00	\$ 531,000.00	\$ 530,896.61	\$ 103.39	\$ 531,000.00	\$ -	\$ -	\$ -	\$ 531,000.00
Total 2020 SPLOST Projects Remaining						\$ 17,473,428.06	\$ 606,203.79	\$ 800,000.00	\$ 118,483.77	\$ 18,998,115.62
COMPLETED PROJECTS										
SP256	2022 PAVING	\$ -	\$ 1,311,748.44	\$ 1,311,748.44	\$ -	\$ 712,768.52	\$ 598,979.92	\$ -	\$ -	\$ 1,311,748.44
SP180	2021 PAVING	\$ -	\$ 1,278,782.56	\$ 1,278,782.56	\$ -	\$ 912,803.42	\$ 365,979.14	\$ -	\$ -	\$ 1,278,782.56
TOTAL PROJECTS						\$ 19,099,000.00	\$ 1,571,162.85	\$ 800,000.00	\$ 118,483.77	\$ 21,588,646.62

GF cash pool > to
bond fund > 20
SPLOST

Will move the project savings from Heritage Point to John Davis Project. Will present budget amendment to move unallocated funds of \$3m to Police Evidence Building of \$900k and the remainder to John Davis.

FUNDING SOURCES:		Budget	Actual YTD
2020 SPLOST		\$ 19,099,000.00	\$ 22,031,849.41
Interest income		\$ 118,483.77	\$ 173,251.49
Transfer from 2021 Bond Fund		\$ 800,000.00	\$ 800,000.00
LMIG (2021, 2022, & 2023)		\$ 1,171,162.85	\$ 1,171,162.85
SDS		\$ 400,000.00	\$ 400,000.00
		\$ 21,588,646.62	\$ 24,576,263.75
			\$ 2,987,617.13
			Unallocated Funds
		SPLOST FUNDS	Restricted for Paving Cash Pool
Cash in bank		\$ 11,180,088.48	\$ 1,405,963.79
Accounts payable		\$ (267,080.81)	\$ -
Cash available		\$ 10,913,007.67	\$ 1,405,963.79
			\$ 12,318,971.46

Cindy Jackson

From: Andrew Parker
Sent: Friday, September 15, 2023 2:56 PM
To: Cindy Jackson
Cc: Todd Pangle; Chad Townsend; Kim Witherow
Subject: RE: Budget Amendment

Please allocate to BD161 Ridge Street Stormwater Bypass. The bids came in about \$160K over budget for Phase 2. It will be awarded at the next Council meeting.

P. Andrew Parker, P.E.
City Administrator
City of Dalton
PO Box 1205 | 300 W. Waugh St
Dalton, GA 30722
Email: aparker@daltonga.gov
Office: (706) 529-2404

From: Cindy Jackson <cjackson@daltonga.gov>
Sent: Friday, September 15, 2023 1:32 PM
To: Andrew Parker <aparker@daltonga.gov>
Cc: Todd Pangle <tpangle@daltonga.gov>
Subject: Budget Amendment

We have \$133k of interest not allocated. What project do you want me to allocate the funds to?

Cindy Jackson, CPA
Chief Financial Officer
City of Dalton, GA
(706) 529-2460

BONDED DEBT PROJECTS (2021 Issue)

Fund #0361

9/12/2023

Funding Sources

Project	Project Name	Original Budget	Revised Budget	Spent YTD	Budget Remaining	Funding Sources				Total Budget
						Bonds	Interest Earned	Transfer to 2015 SPLOST	Transfer from General Fund	
BD205	AQUATIC CENTER	\$ 4,020,305.05	\$ 13,161,477.84	\$ 96,535.16	\$ 13,064,942.68	\$ 6,655,710.41	\$ -	\$ -	\$ 6,505,767.43	\$ 13,161,477.84
BD100	MARKET STREET	\$ 8,000,000.00	\$ 621,315.64	\$ 621,315.64	\$ -	\$ 621,315.64	\$ -	\$ -	\$ -	\$ 621,315.64
17050	GREENWAY PROJECT	\$ -	\$ -	\$ -	\$ -	\$ 1,593,279.00	\$ 135,240.00	\$ (1,728,519.00)	\$ -	\$ -
17050	HAIG MILL TRAIL CONNECTIVITY	\$ -	\$ 79,000.00	\$ 21,000.93	\$ 57,999.07	\$ -	\$ 79,000.00	\$ -	\$ -	\$ 79,000.00
STORMWATER										
BD158	VARIOUS STORMWATER PROJECTS	\$ 4,750,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BD159	VALLEY DRIVE STREAM RESTORATION	\$ -	\$ 500,000.00	\$ 2,617.50	\$ 497,382.50	\$ 500,000.00	\$ -	\$ -	\$ -	\$ 500,000.00
SP171	PRATER ALLEY STORMWATER	\$ -	\$ 4,630.00	\$ 4,630.00	\$ -	\$ 1,400,000.00	\$ -	\$ (1,395,370.00)	\$ -	\$ 4,630.00
BD161	RIDGE ST STORMWATER BYPASS	\$ -	\$ 2,500,000.00	\$ 86,248.99	\$ 2,413,751.01	\$ 2,500,000.00	\$ -	\$ -	\$ -	\$ 2,500,000.00
SP188	HUNTINGTON RD FLOOD ZONE	\$ -	\$ 1,100,000.00	\$ 782,432.28	\$ 317,567.72	\$ 1,100,000.00	\$ -	\$ -	\$ -	\$ 1,100,000.00
BD160	SERETEAN PIPELINING	\$ -	\$ 1,000,000.00	\$ 90.00	\$ 999,910.00	\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ 1,000,000.00
SP181	GLENWOOD AVE STORMWATER	\$ -	\$ -	\$ -	\$ -	\$ 1,400,000.00	\$ -	\$ (1,400,000.00)	\$ -	\$ -
BD162	TEMPLE BETH-EL STORMWATER DENT - PARK	\$ -	\$ 30,000.00	\$ 28,974.40	\$ 1,025.60	\$ -	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00
						\$ 16,770,305.05	\$ 244,240.00	\$ (4,523,889.00)	\$ 6,505,767.43	\$ 18,996,423.48

Original transfer from GF	\$ 8,871,157.43	Aquatic Center
Move to 2020 SPLOST	\$ -	
Move to CIP	\$ (800,000.00)	Paving 2023
Move to CIP	\$ (225,000.00)	Pentz/Cuyler
Move to CIP	\$ (1,200,000.00)	Paving 2024
Move to CIP	\$ (140,390.00)	Lakeshore
	\$ 6,505,767.43	

	2021 Bond		Cash Pool	Combined
	Construction Account			
Bond Proceeds	\$ 16,770,305.05	\$ -	\$ 8,871,157.43	\$ 16,770,305.05
Transfer From General Fund (ARPA reimb)	\$ -	\$ -	\$ 8,871,157.43	\$ 8,871,157.43
Moved to other Funds	\$ (4,523,889.00)	\$ (2,365,390.00)	\$ (6,889,279.00)	\$ (6,889,279.00)
Administrative fees	\$ (10.00)	\$ -	\$ (10.00)	\$ (10.00)
Expended & payable	\$ (1,643,844.90)	\$ -	\$ (1,643,844.90)	\$ (1,643,844.90)
Interest earned	\$ 376,954.99	\$ -	\$ 376,954.99	\$ 376,954.99
Cash Available	\$ 10,979,516.14	\$ 6,505,767.43	\$ 17,485,283.57	\$ 17,485,283.57
Unallocated interest 9/12/23	\$ 132,704.99			



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: October 2, 2023
Agenda Item: Mill Line Change Order # 3
Department: Recreation
Requested By: Caitlin Sharpe
Reviewed/Approved by City Attorney? N/A

Cost: Credit of \$73,762.00

Funding Source if Not in Budget 2020 Bond Proceeds

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

Request for approval of change order # 3 to include additional excavation and material that will add 2' of paving for the east and west trails. This would change the width of the entire paved path from 8' to 10' with a 1' grassed shoulder on each side.

A boardwalk will be removed from the scope of work. The credit for this item is reflected in the change order included in this document.



nwgp
established 1988
Inc

Job Name: Mill Creek River Walk
Job Location: Dalton Ga
Proposal Dated: 9-19-2023
Company: City of Dalton Parks and Rec
Contact: Mr. Michael Hendricks
Cell: 706-463-5732
Office: 706-278-5404
Email: mhendricks@daltonga.gov

Description
Subtotal Description

Request for Credit on Boardwalk Removal based on our site meeting 9-18-23

LINE NO	ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT OF CREDIT OR ADD
2	210-0100	BOARDWALK IN GRADING COMPLETE	1	LS	\$ 126,073.00	\$ (126,073.00)
2	210-0100	BOARDWALK IN GRADING COMPLETE Add for Engineering on Boardwalk from sub	1	LS	\$ 3,000.00	\$ 3,000.00
		BOARWALK - SECTION 6				
	502-1200	BRIDGE TIMBER, TREATED	2.2	B	\$ 5.00	\$ (11.00)
	502-1400	PLASTIC BRIDGE TIMBER	3.6	B	\$ 5.00	\$ (18.00)
	500-3002	CLASS AA CONCRETE	2	CY	\$ 10,500.00	\$ (21,000.00)
	511-1000	BAR REINF STEEL	110	LB	\$ 10.00	\$ (1,100.00)
	520-2500	PILING, TIMBER, - TREATED	747	LF	\$ 34.00	\$ (25,398.00)
			Total Credit in these Line items		\$ (170,600.00)	

Other items that will be billed as per contract unit prices						
LINE NO	ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT OF CREDIT OR ADD
3	206-0002	BORROW EXCAV INCL MATERIAL	1911.6	CY	\$ 75.00	\$ 143,370.00
4	310-1101	GR AGGR BASE CRS, INCL MATL	1074	TON	\$ 80.00	\$ (85,920.00)
5***	402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	229	TON	\$ 172.00	\$ 39,388.00
			Total Add to be billed at unit rates			\$ 96,838.00
LINE NO		RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME				
5***		This covers the following				
		additional 2' of paving added to the trail west and east				
		additional 2' of shoulder at Gravity wall and Gabion wall				
		additional 12' of paving at boardwalk area STA 49+60 to 51+38				
		additional paving at parking lot to overlay existing drive to Chattanooga Ave				

NOTES:

- Other items will be billed at the contract unit prices that were added due to the removal of the Boardwalk and the paving of the trail 8' as per typical now the paving will be 10' wide. Paving will widen out to 12' at concrete gravity wall STA 53+33 to 55+37 as well as the gabion wall approximately STA 49+70 to STA 50+50. The typical will be 10' wide trail and 2' paved shoulder right at these station numbers. The rest of the trail will have a typical section of 10' paving with 1' grassed shoulder on each side.

Northwest Georgia Paving, Inc.
P.O. Box 578
Calhoun, GA 30703
Office: (706) 383-5306
Fax: (706) 383-5305
Cell: (770) 547-4028
Email: broberts@nwgpinc.com



Job Name: Mill Creek River Walk
Job Location: Dalton Ga
Proposal Dated: 9-19-2023
Company: City of Dalton Parks and Rec
Contact: Mr. Michael Hendricks
Cell: 706-463-5732
Office: 706-278-5404
Email: mhendricks@daltonga.gov

Proposal

Description
Subtotal Description

Submitted By: **Bryan S Roberts**
Estimator & Project Manager

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. I will be responsible for all attorney's fees incurred during collection. You are authorized to do the work as specified. Payment will be made as outlined above. This proposal may be withdrawn by us if not accepted within 15 days.

Authorized Signature: _____

Date of Acceptance _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 10/02/2023

Agenda Item: CGI Community Program Renewal

Department: City Clerk

Requested By: Gesse Cabrera

Reviewed/Approved by City Attorney? Yes

Cost: N/A

Funding Source if Not in Budget N/A

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

Cost-free Community Showcase Video Program Renewal Agreement - Addendum Included.



Name: Bernadette Chattam
Title: City Clerk
Address: 300 W Waught St.
City, State, Zip: Dalton, GA 30720
Phone number: 706-529-2443
Website: www.daltonga.gov
Email: bchattam@daltonga.gov

This Agreement is between CGI Communications, Inc. D/B/A CGI Digital ("CGI") and the City of Dalton (the "City") and shall remain in effect from the date it is signed by both parties until the third anniversary of the date that the completed and approved Community Video Program is made available for viewer access on different devices via a link on the www.daltonga.gov Including any alternate versions of that homepage.

During the term of this Agreement, CGI shall:

- Produce up to six videos with subject matter that may include but is not limited to: Welcome, Community Organizations and 4 videos of the city's choice
- Multiple segments of aerial footage pending approval from FAA and any airports within a 5 mile radius of filming location(s)
- Provide script writing and video content consultation
- Send a videographer to City locations to shoot footage for the videos
- Reserve the right to use still images and photos for video production
- Create all aspects of video production which includes, storyboarding, shot lists, filming, graphics, color grading, music selection and audio mastering
- Provide our patented OneClick™ Technology and encode all videos into multiple streaming digital formats to play on all computer systems, browsers, and Internet connection speeds; recognized player formats include WindowsMedia™ and QuickTime™
- Store and stream all videos on CGI's dedicated server
- Afford businesses the opportunity to purchase various digital media products and services from CGI and its affiliates
- Feature business sponsors around the perimeter of video panels
- Be solely responsible for sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- Facilitate viewer access of the Community Video Program from City website, including any alternate versions of City's homepage, for different devices, by providing HTML source code for a graphic link to be prominently displayed on the www.daltonga.gov website homepage as follows: "Coming Soon" graphic link designed to coordinate with existing website color theme to be provided within 10 business days of execution of this Agreement. "Community Video Program" graphic link to be provided to replace the "Coming Soon" link upon completion and approval of videos
- Grant to City a license to use CGI's Line of Code to link to and/or stream the videos
- Own copyrights of the master Community Video Program
- Assume all costs for the Community Video Program

During the term of this Agreement, the City shall:

- Provide a letter of introduction for the program on City's letterhead
- Assist with the content and script for the Community Video Program
- Provide notice of any changes, revisions, requests or modifications to final video content within 30 days of its receipt
- Grant CGI the right to use City's name in connection with the preparation, production, and marketing of the Community Video Program
- Display the "Coming Soon" graphic link prominently on the www.daltonga.gov within 10 business days of receipt of HTML source code
- Display the "Community Video Program" link prominently on its www.daltonga.gov homepage, including any alternate versions of your home page, for viewer access on different devices for the entire term of this Agreement
- Ensure that this Agreement remains valid and in force until the agreed upon expiration date, regardless of change in administration
- Grant full and exclusive streaming video rights for CGI and its subsidiaries, affiliates, successors and assigns to stream all video content produced by CGI for the Community Video Program
- Agree that the City will not knowingly submit any photograph, video, or other content that infringes on any third party's copyright, trademark or other intellectual property, privacy or publicity right for use in any video or other display comprising this program. Submissions should be received by CGI by the agreed-upon primary filming date.

This Agreement constitutes the entire Agreement of the parties and supersedes any and all prior communications, understandings and Agreements, whether oral or written. No modification or claimed waiver of any provision shall be valid except by written amendment signed by the parties herein. City warrants that it is a tax exempt entity. The undersigned, have read and understand the above information and have full authority to sign this Agreement.

City of Dalton, GA

Signature:

Name (printed):

Title:

Date:

CGI Communications, Inc. D/B/A CGI Digital

Name (printed): Nicole Rongo

Title: Vice President, Government Relations & Strategic Partnerships

Date: September 21, 2023



130 East Main Street, 5th Floor
Rochester, NY 14604

Phone: 800.398.3029
cgidigital.com

ADDENDUM TO CGI COMMUNITY SHOWCASE VIDEO PROGRAM

Notwithstanding anything in the standard version of CGI's contract, the contract shall terminate absolutely and without further obligation on the part of the City at the close of the calendar year in which it is executed and at the close of each succeeding calendar year for which it may be renewed pursuant to O. C. G. A. § 36-60-13. The City of Dalton may terminate this agreement at any time so long as they display the video or content link on the www.daltonga.gov website until all obligations have been fulfilled to business sponsor participants.

The total obligation of the City for any such calendar year shall not exceed
\$_____.

City of Dalton, Georgia

CGI Communications, Inc.
d/b/a CGI Digital

by: _____
Title:

Vice President, Government Relations &
Strategic Partnership



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 10/2/23

Agenda Item: Resolution 23-19 Alternative Probation Services

Department: Municipal Court

Requested By: Jason James

Reviewed/Approved by City Attorney? Yes

Cost:

Funding Source if Not in Budget

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

RESOLUTION 23-19 A RESOLUTION TO ACCEPT THE REQUEST OF ALTERNATIVE PROBATION SERVICES, INC. TO TERMINATE IMMEDIATELY ITS PROBATION SERVICES AGREEMENT WITH THE CITY OF DALTON AND MUNICIPAL COURT OF DALTON, GEORGIA

**CITY OF DALTON
RESOLUTION**

RESOLUTION NO. 23-19

A RESOLUTION TO ACCEPT THE REQUEST OF ALTERNATIVE PROBATION SERVICES, INC. TO TERMINATE IMMEDIATELY ITS PROBATION SERVICES AGREEMENT WITH THE CITY OF DALTON AND MUNICIPAL COURT OF DALTON, GEORGIA

WHEREAS, The City of Dalton and the Municipal Court of Dalton, Georgia entered a Probation Services Agreement with Alternative Probation Services, Inc. dated April 13, 2023 to coordinate and provide direct probation services and rehabilitation program services to persons sentenced to probation in the Municipal Court of Dalton, Georgia; and

WHEREAS, Alternative Probation Services, Inc. by its authorized officer, Dwight Eaton, has notified the City of Dalton and the Municipal Court of Dalton, Georgia that it can no longer perform such services and requests immediate termination of this contract; and

WHEREAS, in the circumstances the City of Dalton and Municipal Court of Dalton, Georgia are agreeable to terminate the contract effective immediately and without further notice;

BE IT RESOLVED by the Mayor and Council and by authority of same IT IS HEREBY RESOLVED as follows:

The Probation Service Agreement of April 13, 2023 by and between Alternative Probation Services, Inc. and the City of Dalton and Municipal Court of Dalton, Georgia is hereby terminated without necessity of further notice but subject to Section 5 Termination Procedures which the parties shall follow to facilitate an orderly transition to a new probation service.

SO RESOLVED, this _____ day of _____, 2023.

City of Dalton

By: _____
Mayor

Attest:

City Clerk

The foregoing Resolution was read at regular meeting of the Mayor and Council on _____, 2023. Upon Motion by Council member _____ and second by Council member _____ the question was called and the vote was _____ AYES, _____ NAYS and the Motion DOES pass.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: October 2nd, 2023

Agenda Item: Georgia Probation Services, Inc. Contract

Department: Municipal Court

Requested By: Jason James

Reviewed/Approved by City Attorney? No

Cost: No Cost

Funding Source if Not in Budget No Funding Necessary

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

To review and approve the contract between the Municipal Court of Dalton and Georgia Probation Services, Inc. as the provider of probation supervision.

In accordance with O.C.G.A. Section 42-8-101(b)(1), this Agreement shall be attached as an exhibit to documentation of the Governing Authority's approval to privatize probation services and the judge's express written consent to privatize probation services.

Probation Services Agreement

This Agreement is made by and between the Governing Authority of Dalton, Georgia (hereinafter "the City") and Georgia Probation Services, Inc., a corporation organized under the laws of the State of Georgia with its principal place of business at PO Box 906, Trenton, GA 30752 (hereinafter "Contractor") on behalf of the Municipal Court of Dalton Georgia (hereinafter "the Court"). This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia, Annotated. The parties enter into the Agreement under the specific authority of 42-8-101.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SCOPE OF SERVICES AND RESPONSIBILITIES OF CONTRACTOR

In consideration of the obligations of the Court or the City, Contractor shall provide the following services.

Responsibilities of Probation Services Contractor

1. Compliance with Statutes and Rules. Contractor shall be registered with the Department of Community Supervision and shall comply with all laws that apply to probation companies in Georgia and all standards, rules and regulations promulgated by the Department of Community Supervision. All probation management activities and/or reporting activities performed by Contractor pursuant to this Agreement must be accomplished in strict compliance with all applicable Federal and Georgia laws, as are now in effect or hereafter may be amended. If a contradiction or conflict exists between all applicable Federal or Georgia laws and any terms, conditions, stipulations, etc., listed herein, the term, condition, stipulation, etc., listed herein shall not be applicable and the City shall, upon notification of a contradiction or conflict, issue an amendment to bring the term, condition, stipulation, etc., into compliance with the law.

2. Records and Confidentiality. Contractor shall keep all reports, files, records, and papers, either physical or digital, in a centralized location convenient to the City. Such reports, files, records, and papers are and shall remain the property of the City and shall be maintained in accordance with the Open Records Act. Contractor shall create and maintain individual files for each offender receiving services from Contractor in accordance with this Agreement. Contractor shall maintain the confidentiality of all files, records, and papers relative to supervision of probationers under this Agreement in accordance with applicable law. These records, files and papers shall be available only to the City, an auditor appointed by the City, the judge handling the case, the Department of Audits and Accounts, the Department of Community Supervision, the State Board of Pardons and Paroles, or the Board of Community Supervision, and to the probationer as provided in O.C.G.A. Section 42-8-109.2 and upon transfer of probation supervision to the State, to the Georgia Department of Corrections.

3. Financial Records. Contractor shall maintain financial records according to accepted accounting practices.

4. Employees Qualifications and Training: Contractor's Probation Officer Qualifications and Training. Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the caseload. Contractor shall abide specifically by rule 105-2-.09 of the rules for misdemeanor probation services of the Department of Community Supervision. Contractor shall have at least

one supervisor with five years' experience in corrections, parole, or probation services. Any person employed as and using the title of a private probation officer or probation officer must undergo a background check by the Department of Community Supervision. In accordance with O.C.G.A 42-8-107, and rule 105-2-.10 of the rules for misdemeanor probation services of the Department of Community Supervision. Any such person shall be at least 21 years of age at the time of appointment to the position of private probation officer or probation officer and shall have completed a standard two-year college course or have four years of law enforcement experience; provided, however, that any person employed as a private probation officer as of July 1, 1996, and who had at least six months of experience as a private probation officer or any person employed as a probation officer by a City, municipality, or consolidated government as of March 1, 2006, shall be exempt from such college requirements. Every private probation officer shall receive an initial 40 hours of orientation upon employment and shall receive 20 hours of continuing education per annum as approved by the board, provided that the 40 hour initial orientation shall not be required of any person who has successfully completed a basic course of training for supervision of probationers or parolees certified by the Peace Officer Standards and Training Council or any private probation officer who has been employed by a private probation corporation, enterprise, or agency for at least six months as of July 1, 1996, or any person employed as a probation officer by a City, municipality, or consolidated government as of March 1, 2006. In no event shall any person convicted of a felony be employed as a probation officer or private probation officer. Contractor shall ensure its policies and procedures meet any legal requirement for individual training.

A: Administrative Employees, Agents, Interns or Volunteer Qualifications and Training. Contractor shall employ or appoint competent and able personnel to provide administrative services to be rendered hereunder and to appropriately administer administrative assistance to probationers and probation officers. In accordance with O.C.G.A 42-8-106.1 and 42-3-10 and the rules of the Department of Community Supervision any such person shall be at least 18 years of age, have signed a statement co-signed by the Director or his/her designee that the administrative employee, agent, inter or volunteer has received an orientation on these rules as well as operations guidelines relevant to the their job duties which will be maintained in the personnel files of Georgia Probation Services, Inc. Any such person shall have a high school diploma or its equivalent and shall complete a 16-hour initial orientation program within 6 months of appointment and 8 hours of annual in-service continuing education training consisting of the approved curriculum by the MPOU unit of the Department of Community Supervision. In addition, administrative staff must submit to ongoing criminal background checks completed by the Department of Community Supervision, submit to fingerprinting upon request, must maintain a clear criminal record, must report any arrest within 48 hours and must abide by all laws and rules as it pertains to misdemeanor probation entities. In no event shall any person convicted of a felony be employed by Georgia Probation Services, Inc. in any capacity.

5. Criminal History and Background Check. Contractor represents and warrants that all employees have had or shall have criminal history and background checks by the Department of Community Supervision and have given or shall give the Department of Community Supervision written consent to conduct periodic criminal history checks.

6. Officer per Probationer Ratio and Standards of Supervision. Contractor shall manage caseload limits so as not to exceed 399 probationers per probation officer. Probation Officers shall make contact either in person, or by telephone or email with each probationer each month. The number of contacts shall be determined by the desire and compliance of the probationer and may be increased or decreased accordingly.

7. Location Place of Business. Contractor shall establish a schedule for meeting with probationers and the provision of services to probationers in the vicinity of Dalton Georgia so as not to place an undue burden on the probationers.

8. Reporting and record keeping procedures. Contractor shall abide specifically by rule 105- 2-.13 and 105-2-.14 of the rules for misdemeanor probation services of the Department of Community Supervision and O.C.G.A 42-8108 and 42-8-109.2 as to all reports and records. Contractor shall provide to the judge who approved this contract or his or her designee and the Board of Community Supervision (the "Board") a quarterly report summarizing the number of offenders under supervision; the amount of fines, statutory surcharges, and restitution collected; the amount of fees collected and the nature of such fees, including probation supervision fees, rehabilitation programming fees, electronic monitoring fees, drug or alcohol detection device fees, substance abuse or mental health evaluation or treatment fees, and drug testing fees **(NOTE; GEORGIA PROBATION SERVICES, INC DOES NOT CHARGE ANY ADDITIONAL FEE OTHER THAN THE SUPERVISION FEE)**; the number of community service hours performed by probationers under supervision; a listing of any other service for which a probationer was required to pay to attend; the number of offenders for whom supervision or rehabilitation has been terminated and the reason for the termination; and the number of warrants issued during the quarter; whether the case was closed successfully or unsuccessfully; the number of warrants issued during the quarter; the number of probationers using community service hours to satisfy fine or other financial obligations, and the number of community service hours so converted; amounts of unpaid financial obligations, specifying amounts of Probation Fees, crime victim funds, victim restitution, and fines/other funds to be paid to the court; and number of cases where each of the following types of requirements were incomplete: community service, evaluation/counseling, risk reduction school, defensive driving school. The report shall be delivered by the end of the month following the calendar quarter.

A. At least annually by January 31 of each year, Contractor shall provide a report to the Court and the governing authority that includes all information set forth in the preceding four quarterly reports.

B. Contractor shall provide such other reports as may be requested by the Court during the period of this Agreement which may include but are not limited to statistical reports, caseload data, and other records documenting the identity of the probationer, the status of each probationer's case, the services provided, and the monies collected. Contractor shall provide such reports to the Court or the governing authority within 30 days of the written request of the Court or the governing authority.

9. Tender of Collections. Contractor shall deliver over to the Clerk of Court at least monthly all funds paid by probationers, except that Contractor shall retain funds due for Probation Fees; shall pay Crime Victim Emergency Fund ("CVEF") fees directly to the Criminal Justice Coordinating Council; and shall pay victim restitution funds to the victim or to the Clerk of Court as provided below. All said sums shall be disbursed at least monthly to the person or entity entitled to such payment, by the 15th day of the month following payment by probationer.

A. Contractor shall tender to the Clerk of the Court a report of collections and all fines, fees, and costs collected during the month from probationers by the (15th) day of the following month. Restitution shall be paid to the victim by the (15th) day of the month following collection unless the Court orders payment to the clerk of court, and then it shall be paid as such other collections are paid to the Clerk. In the event Contractor cannot locate the victim, payment shall be made to the Clerk of Court. Contractor shall credit payments of funds in the following order of priority: 1) probation fees to include GCVEF. 2) restitution 3) Fines, 4) court costs and surcharges, Contractor shall not retain or profit from any fines, restitution, fees, or cost collected from probationers except the probation fee authorized by this Agreement.

10. Access to Contractor Records. All records shall be open to inspection upon the request of the City, the Court, the Department of Audits and Accounts, an auditor appointed by the City, or the Department of Community Supervision. Contractor shall fully cooperate with the inspection of records and shall provide timely and complete access to such records upon request.

A. Fiscal Audit: Contractor shall allow any auditor hired by the City to annually audit its records and books pertaining to the services rendered to the court upon request.

11. Conflict of Interest per O.C.G.A 42-8-109. Contractor shall not engage in any other employment, business, or activity which interferes or conflicts with its duties and responsibilities as a probation corporation, enterprise, or agency under applicable law or which interferes with or conflicts with its duties and responsibilities under this agreement.

A. Contractor and its employees, agents and officers shall not have personal or business dealings, including the lending of money, with probationers under their supervision.

B. Contractor and its employees, agents and officers shall not own, operate, or have any financial interest in, be an instructor at, or be employed by any private entity which provides drug or alcohol education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Driver Services.

C. Contractor and its employees, agents and officers shall not specify, directly or indirectly, a DUI Alcohol or Drug Use Risk Reduction Program which a probationer may or shall attend. This paragraph shall not prohibit furnishing any probationer, upon request, with the names of certified DUI Alcohol or Drug Use Risk Reduction Programs.

12. Scope of Services to Probationers by Contractor. Contractor shall provide the following services:

A. Court Attendance and Probationer Case History. During all court sessions, Contractor shall have a probation officer attend and interview each offender to complete a case and personal history and to provide orientation and instruction regarding compliance with the Court's ordered conditions of probation. At orientation, the probation officer shall provide a list of all service fees to the probationer.

B. Supervision. The Court shall have the sole responsibility of determining the appropriate service(s) for each probationer. In general, Contractor shall monitor and supervise probationers to ensure compliance with the Court's order of probation. Contractor shall make a supervision assessment of the offender and determine the probationer's reporting schedule.

C. Restitution, Fine and Fee Collection. The Court shall have the sole authority to determine monetary amounts required by probationers. Contractor shall collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. Contractor shall provide an itemized bill prepared in accordance with accepted accounting practices for each month for each probationer. Contractor shall comply specifically with rule 105-2-.15 of the rules for misdemeanor probation services of the Department of Community Supervision, O.C.G.A 42-8-103, 17-15-13 and 17-14-8 in the collection and disbursement of all monies.

D. Contractor shall provide probationer a written receipt and balance statement after each payment.

E. Offenders determined by the Court to have a significant financial hardship. Offenders determined by the Court to have a significant financial hardship in accordance with O.C.G.A. Section 42-8-102 shall be supervised at no cost to the probationer or the Court or the governing body.

F. A schedule of allowed Probation Fees shall be attached to the Contract. Attachment A.

G. Contractor may only charge fees found in Exhibit A.

H. Probationers shall always be allowed to make greater payments than the minimum required by the payment schedule, and shall always be allowed to prepay fines, costs, and restitution in full without penalty. No prepayment shall be required to be made toward Probation Fees not yet due and payable. Contractor shall give clear instruction to probationers on how to request that community service be used to satisfy financial or other obligations of sentence. The Court shall, from time to time, give Contractor direction as to the amount of credit to be given per hour of eligible community service.

I. Contractor shall establish and comply with written internal policies giving probation officers standards for managing financial non-compliance: establishing minimum and maximum degrees of financial non-compliance that will prompt the officer to require increased reporting or to request a court hearing. If probationer claims the financial non-compliance is due to significant financial hardship as described in O.C.G.A. Section 42-8-102 and in the applicable Bench Card published by Administrative Office of the Courts, Contractor shall conduct an initial assessment of significant financial hardship and supply the results to the Court within 30 days for the Court to make a final determination of whether significant financial hardship exists.

13. Community Service. Contractor shall coordinate, monitor, and ensure compliance with community service by each probationer as ordered by the Court. The court may convert fines, statutory surcharges, and probation supervision fees to community service on the same basis as it allows a defendant to pay a fine through community service as set forth in subsection (d) of Code Section 17-10-1. Contractor will maintain records of service participation.

A. Contractor shall not recognize community services hours at any agency that has not been approved by Court. Agencies may apply to be a community service provider by following the procedures articulated in O.C.G.A. § 42-3-51 and, if accepted by the Court, are governed by the restrictions found therein. Contractor shall ensure that actual and appropriate community service work is performed for the number of hours credited, and properly supervised and certified by a responsible individual at the agency. Probationers shall not be allowed to perform community service under supervision of any relative. Agencies improperly supervising probationers or certifying work not performed or hours not worked shall be removed from the list of approved agencies.

Contractor shall maintain a list of agencies which qualify as community service supervision agencies pursuant to OCGA § 42-3-50-51. Contractor shall investigate each agency to ensure that the agency provides appropriate community service opportunities with appropriate supervision. Contractor shall immediately report to the Court any violations by each agency so that the Court may consider whether to remove any such agency from its list of approved community service providers. Contractor may require additional reports to probation because of delay in beginning or completing community service. If probationer continues to substantially fail to timely perform community service after an initial opportunity to correct the violation, Contractor shall promptly bring the violation to the Court's attention via petition to revoke or other means directed by the Court. Contractor shall not convert community service to cash or other forms without the express, written approval of the Court, including the specific type and amount of alternative payment or performance. An offender determined by the Court to be indigent shall have his or her community service supervised at no cost to the probationer or the Court or the governing body.

14. Drug/Alcohol Screening, other evaluations and treatments. Contractor shall coordinate with local authorities and facilities, evaluation, and assessment of probationers for drug/alcohol rehabilitation, mental health or psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. Contractor shall conduct drug and alcohol screening as determined necessary by the Court.

A. Whenever a probationer is required by sentence of the Court to obtain an evaluation for substance abuse, anger or violence issues, or other mental health issues, Contractor shall require prompt proof of such evaluation

from the probationer within the time limit set by the Court. If no time limit is set by the sentence, Contractor shall require such evaluation within the first 60 days of probation, or if the counseling is to follow an evaluation, then within 30 days after obtaining an evaluation.

B. Contractor may require additional reports to probation because of delay in beginning or completing evaluation or treatment. If a probationer continues to substantially fail to complete evaluation or obtain treatment after an initial opportunity to correct the violation, Contractor shall promptly bring the violation to the Court's attention via petition to revoke or other means directed by the Court.

C. Contractor shall deliver no evaluation or treatment services of any kind to probationers.

D. Contractor shall not require a probationer to undergo drug screens unless probationer's sentence expressly makes probationer subject to drug screens, the probation officer receives information that a probationer is using illicit drugs or the probationer's probation officer is able to observe indicia that the probationer is intoxicated by alcohol or drugs.

15. Electronic Monitoring. Contractor, when so ordered, shall direct any probationer ordered to undergo electronic monitoring to an entity capable of such monitoring. Contractor shall not receive any benefit from any monitoring entity.

16. Reports of Violations Probation and Revocation Procedures. Contractor shall recommend revocation of probation whenever the probationer has failed to substantially comply with the terms and conditions of probation. The Court shall provide Contractor with direction of what constitutes a substantial failure to comply with probation terms and conditions. Contractor shall prepare probation violation warrants and orders for submission to the Court. Contractor shall have probation officers available to testify at probation revocation hearings, sentencing hearings and such other hearings as deemed reasonable and necessary by the Court. The Court shall provide Contractor direction as to what curative measures should be taken in the case of minor violations. In all matters the Contractor shall comply with O.C.G.A. 42-8-102.

17. Pre-sentence Investigations. When directed by the Court, Contractor shall conduct pre-sentence investigations for the Court as requested. A written report shall be prepared and delivered to the Court. A pre-sentence investigation shall include: 1) a report on the circumstances of the offense, 2) a social and family background examination, 3) a criminal history check, through Georgia Crime Information Center and the National Crime Information Center, and 4) a report of current circumstances and conditions of the defendant. The defendant shall be responsible for payment of \$100.00 to Contractor prior to the pre-sentence investigation beginning. The city agrees to seek the information for Contractor through the Georgia Crime Information Center and the National Crime Information Center through its computer terminal and provide a copy of such check to the Contractor.

18. Pre-hearing Arrest Warrants. Except as expressly directed by the Court in a particular case, or as provided in paragraph a, below, Contractor shall not request issuance of an arrest warrant for a probationer prior to hearing based on the following types of violations: failure to pay fines, failure to perform community service; failure to attend classes or counseling; failure to obtain mental health evaluations. In these instances, Contractor shall request a pre-warrant revocation hearing before the Court unless other circumstances justify arrest prior to hearing. No warrant shall be requested or issued if the sole violation of probation is failure to pay probation fees.

A. Providers may request issuance of an arrest warrant for a probationer prior to hearing based on the following types of violations: commission of a new criminal offense; threats to public safety or the safety of individual

persons or property; threats to the safety of victims or contact with a victim in violation of sentence conditions or other court orders; failure to report to probation; failure to appear for court proceedings after due notice; use of alcohol or drugs, testing positive for alcohol or drugs, or refusing or failing to submit to drug screens in violation of a condition of probation; repeat violation of sentence conditions, where lesser sanctions have proven ineffective and limited remaining sentence time makes immediate arrest necessary; technical violations where less than 60 days remain on the sentence; and as specifically directed by the Court.

OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

In consideration for the services of Contractor, the Court shall provide the following as described in paragraphs 19, 20, 21, 22, and 23:

19. Payment for Contractors Services. During the term of this Agreement and Contractor's satisfactory performance, the Court shall refer all offenders ordered to serve time on probation, to Contractor for purposes of probation supervision services. Contractor is authorized to collect authorized Probation Fees set forth in Exhibit A for each month or portion of a month a probationer is under probation supervision.

20. Probation Fee. The Court shall make payment of the applicable Probation Fee set forth in Exhibit A as a term and condition of the order of probation for each probationer assigned for supervision to Contractor unless the Court determines the probationer to be indigent, in which case the probationer shall not be required to pay any probation fee. If a case is determined to be a pay only case, or a consecutive pay only case, Contractor shall only require payment of three months' probation fees or until the cases are satisfied in full, whichever is first, and shall comply with O.C.G.A. 42-8-102 AND 42-8-103. Any probationer sentenced to consecutive terms of probation shall not be required to pay but one probation fee per month and no probation fee shall be due until any consecutive case begins. Neither the Court nor the City shall be liable for payment of any supervision fee or any program fee of a probationer.

21. Access to Criminal Histories. The Court shall assist Contractor in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement for Contractor to conduct pre-sentence or probationer investigations as may be requested.

22. Notice of Court Sessions. The Court shall provide Contractor 14 days advance notice of all court sessions that Contractor is required to attend. Notice for purposes of this provision may be given by mail, telephone or email to Georgia Probation Services, Inc.

23. Court Facilities. The Court shall provide to Contractor an area, as available, for conduct of initial interviews and orientation with the probationer on the day of sentencing.

24. Period of Service. This agreement shall begin on October 3, 2023. This Agreement shall expire in one year unless terminated sooner pursuant to this paragraph. The contract will automatically renew each year thereafter, for 4 additional years, unless either party gives notice to the other party at least 30 days prior to the renewal date. In no case should the contract continue for more than 5 years, at which time a new contract must be negotiated and signed by all parties. The Court and/or Governing Authority may terminate this Agreement immediately for cause, including without limitation material breach of this Agreement, insolvency of Contractor, filing of a voluntary or involuntary case in bankruptcy. The Court and/or Governing Authority may terminate this Agreement for any or no reason with 30 days notice to the contractor. Within 30 working days of termination, Contractor shall peacefully surrender to the Court all records and documents generated by Contractor in

connection with this Agreement and the services thereunder and any equipment or supplies assigned to Contractor by the Court. All electronic records shall be securely transmitted to the Court or to the Court's designee upon written request of the Court or the City. Contractor shall turn over to the Clerk of Court any moneys collected or received less supervision fees validly incurred and duly owing to Contractor through the termination date. Any fines, costs, fees, or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by Contractor. The Court shall provide Contractor a receipt for all property surrendered under this provision. Contractor may maintain a copy of records obtained or created because of this contract solely for legal and auditing purposes and may not use them for any other purpose. Contractor shall use appropriate safeguards to prevent improper use or access to such records.

25. Insurance and Bond. Contractor shall provide evidence of the insurance required in the Governing Authorities Vendor Packet which is attached as Exhibit B. This insurance shall be maintained throughout the term of this contract.

26. Indemnification. Neither the Court nor the governing authority shall be liable for any damages, loss, or injury to any person, property, or effects who may claim a right arising out of any relationship of the same with Contractor for any acts of Contractor, its employees, agents, subcontractors, or representatives in performance of services by Contractor under this Agreement. Contractor shall indemnify and hold harmless the Court and the City and their officers, employees, agents, and insurers from any claims, demands, actions, proceedings, expenses, damages, liabilities, or losses (including but not limited to attorney's fees and costs) and any causes of action arising out of or in connection with services performed by Contractor or its employees, agents, or subcontractors under the terms of this Agreement.

27. Deficiency in Service by Contractor. In the event the Court and/or the City determines that there are deficiencies in the services provided by Contractor hereunder, the Court and/or the City may terminate this Agreement in accordance with Section L or notify the Contractor in writing as to the exact nature of such deficiency. Within 30 days of receipt of such notice, the Contractor shall cure or take reasonable steps to cure the deficiencies. In the event the Contractor fails to cure or take reasonable steps to cure the deficiencies either the Court or the City may declare the Contractor in default and may terminate this Agreement.

28. Time is of the Essence of this Agreement.

29. Compliance with the Law. The Contractor shall comply with all federal, state, and local laws statutes, regulations and ordinances arising out of or in connection with the performance of its services pursuant to this Agreement.

30. Independent Contractor. Contractor is an independent contractor and is not an agent, joint ventures or other affiliate of the City or Court in any way. Contractor shall use its own employees and agents to perform this Contract. It is agreed that Contractor is solely responsible for payment of all federal, state, and local income taxes, self-employed Social Security taxes, and any other similar obligations arising from the performance of this Agreement or receipt of compensation, therefore. The Contractor agrees to indemnify and hold harmless the Court and the City from and against all federal, state, or local tax liability or penalties that may arise from the payments made to the Contractor pursuant to this Agreement. The Contractor acknowledges that neither it nor its employees are eligible for any benefits provided by the Court or the City to their respective employees.

31. Entire Agreement. This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the parties hereto and supersedes all agreements, whether

written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Agreement or any waiver of any provision hereto shall be effective unless in writing and signed by all parties to include the Court, the City and its governing authority, and Contractor.

32. Binding Agreement. This Agreement shall not be binding upon any successor to the undersigned Judge of the Court unless ratified by his/her successor in office. If a successor attains the position of undersigned judge, and this Agreement is not ratified by such successor, then Contractor shall be permitted a reasonable time, no less than sixty (60) days, in which to wind up its activities. This agreement shall be deemed to have been ratified by any successor unless written notice to the contrary is given to the Contractor. The Court has entered into this Agreement in part based on personal reliance in the integrity and qualifications of the staff of Contractor. The same is applicable to change in leadership of the Governing Authority.

33. Contractor may not delegate, assign or subcontract any obligation of Contractor's performance under the Contract and may not assign any right under this Contract, in either case without Court's written approval. The Court's discretion in this regard shall be absolute. Any notices made in accordance with this Agreement, except as otherwise set out in Paragraph 22, shall be in writing and shall be made by registered or certified mail, return receipt requested, to:

Contractor's Address: Georgia Probation Services, Inc.
PO Box 906
Trenton, GA 30752

Governing Authority Address: City of Dalton
PO Box 1205
Dalton, GA 30720

Court's Address: Honorable Rob Cowan
PO Box 1205
Dalton, GA 30720

34. Contractor shall act diligently and without undue delay in completing the Governing Authority's Vendor Packet Application attached as Exhibit B. Contractor shall maintain compliance with the contents of Exhibit B for the duration of the Agreement

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE _____ DAY OF _____, 20____.

PROBATION SERVICES CONTRACTOR:

GOVERNING AUTHORITY:

By: _____
Name: Tony M. Moreland
Title: CEO
Date: _____

By: _____
Name: Honorable David Pennington
Title: Mayor
Date: _____

APPROVED BY JUDGE OF COURT:

By: _____
Name: Rob Cowan
Title: Municipal Court Judge
Date: _____

Exhibit A

Item	Amount
Monthly supervision	46.00
Monthly supervision, pay-only cases	46.00
Monthly supervision for those declared indigent by the court	0.00
Drug screens	0.00
Pre-sentence investigation report	100.00 payable by defendant in advance

Amounts are exclusive of GCVEF, and other surcharges imposed as a matter of law.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 10/02/2023

Agenda Item: Ridge Street Stormwater Bypass System Project No. PW-2023-BD-161 Consideration for Contract Award to B and J Reed Construction, LLC

Department: Public Works

Requested By: Jackson Sheppard

Reviewed/Approved by City Attorney? Yes

Cost: \$1,162,961.75

Funding Source if Not in Budget -----

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

This request is to award the Ridge Street Stormwater Bypass System Project to B and J Reed Construction, LLC. This project is considered as "Phase 2" of the proposed Walnut North Drainage Improvements by the engineering consultant Arcadis.

If the Contract is awarded, construction shall be completed within 24 weeks following issuance of the official "Notice to Proceed" by the City.

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

CITY OF DALTON, GEORGIA



CONTRACT DOCUMENTS

**For
PROJECT:**

**RIDGE STREET STORMWATER BYPASS SYSTEM
DALTON PROJECT NO. PW-2023-BD-161**

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

ADVERTISEMENT FOR BID

**RIDGE STREET STORMWATER BYPASS SYSTEM
DALTON PROJECT NO. PW-2023-BD-161**

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

FRIDAY, SEPTEMBER 8TH 2023 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:

**RIDGE STREET STORMWATER BYPASS SYSTEM
DALTON PROJECT NO. PW-2023-BD-161**

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 Contractor will be responsible for installing a 42" stormwater pipe system on the right-of-way on W. Emery Street and Ridge Street. The work includes, but is not limited to, curb and gutter demolition, trench excavation, and installation of: two outlet control structures, 915 ft. of 42" pipe, approximately 240 ft. of pipe of various sizes, and stormwater manholes and catch basins. The Contractor will mill and overlay the full width of W. Emery St. and Ridge St. within the limits of disturbance after completing the stormwater bypass system construction. The work shall be done as directed by the plans developed by Arcadis-U.S., Inc. All work shall be performed according to the latest Georgia D.O.T. Standards and Specifications.

Bidders shall inform themselves of and comply with all conditions and specifications contained in the bid package, contract, related documents and State and Federal Law.

The bid package, specifications, and contract documents for this project are open to public inspection at the City of Dalton Public Works Department located at 535 Elm Street, Dalton, Georgia 30721. The Public Works Department may be contacted by telephone at (706) 278-7077 or by mail at P.O. Box 1205, Dalton, Georgia 30722.

Two **Mandatory** pre-bid meetings are scheduled for **1:00 PM on Wednesday August 16th, 2023** and **1:00 PM on Monday August 21st, 2023** to begin at the Public Works Office. Prospective bidders are **only required to attend one pre-bid meeting.** Please reserve time to tour the site location. Failure to attend one of the two mandatory pre-bid meetings will result in disqualification of bid.

Any questions pertaining to the bid documents and specifications should be submitted in writing via email by the question's deadline of 2:00 PM Thursday August 24th, 2023. Questions must be directed to Jackson Sheppard at: jsheppard@daltonga.gov.

The City of Dalton will issue responses to questions and any other corrections or amendments it deems necessary in written addenda issued prior to the bids due date. Bidders are advised to check the website for addenda before submitting a bid.

One Contract shall be awarded covering all work, and the contract duration shall be 24 weeks from notice to proceed. Bidders must agree to pay as liquidated damages the sum of \$300.00 per each consecutive calendar day thereafter. Due consideration will be given to delivery of materials in specifying starting date.

Contract documents, plans, and the bid package for this project may be obtained electronically via the City of Dalton's webpage <http://www.daltonga.gov/rfps>.

The Project "Bidder's List" will consist of the bidders on the sign-in sheet from the mandatory pre-bid meetings.

Bids must be accompanied by a Certified Check or Bid Bond in an amount equal to not less than five percent (5%) of the bid to be considered.

No bid may be withdrawn after the scheduled closing time for receiving bids for a period of sixty (60) days.

The Owner reserves the right to reject any or all bids (and/or alternates) and to waive formalities and re-advertise.

CITY OF DALTON, GEORGIA

BY



T. Jackson Sheppard, E.I.T.
Project Manager

###

CONTRACT ADDENDUM

ADDENDUM NO.: 001

DATE ISSUED: SEPTEMBER 6th, 2023

BID DATE: FRIDAY, September 8th, 2023

BID TIME: 2 PM ET

BID LOCATION: Dalton City Hall Finance Department

CONTRACTOR ACTION:

1. Acknowledge receipt of this addendum by writing in "Addenda No. 1" on page 0200-3 of Bid Package.

INTERPRETATIONS

1. Please provide clarification regarding hauling off removal of excavated soils from the project.
 - a. Excavated dirt resulting from completion of the project shall be permitted to be placed within the leaf shed area in the West Hill Cemetery.

T. Jackson Sheppard, E.I.T
Project Manager

City of Dalton Public Works Department
Mandatory Pre-Bid Meeting - RIDGE STREET STORMWATER BYPASS SYSTEM
Wednesday, August 16, 2023 - 1:00 PM

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SECTION 0400 – GENERAL NOTES

EXHIBIT A – ARCADIS U.S., INC. SITE DEVELOPMENT PLANS DATED APRIL 2023

EXHIBIT B – EMERY ST. AND RIDGE ST. RESURFACING AREAS

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 SEPTEMBER 8TH, 2023 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:

RIDGE STREET STORMWATER BYPASS SYSTEM DALTON PROJECT NO. PW-2023-BD-161

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities to reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

0102 PREPARATION OF BID

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in numerals for unit prices and for total amounts.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. In accordance with State Law (O.C.G.A 13-10-91 & 50-36), **ALL SEALED BIDS MUST INCLUDE AN EXECUTED E-VERIFY AFFIDAVIT**, THIS DOCUMENT CAN BE FOUND IN THE BID PROPOSAL SECTION. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form. Any bid which is not properly prepared and accompanied by required certifications may be rejected by the Owner.

Each bidder will be required to certify compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration

Compliance Act O.C.G.A. §13-10-90 et seq. by doing the following: registering at <https://www.uscis.gov/e-verify> to verify information of all newly hired employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act. Each firm must submit a completed and notarized E-verify (Exhibit A) affidavit with their bid submittal. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

0103 ELECTRONIC MAIL MODIFICATION

Any bidder may modify his bid by written electronic communication at any time prior to the scheduled closing time for receipt of bids, provided such communication is received by the Owner prior to the closing time, and, provided further, the Owner is satisfied that a written confirmation of the electronic modification over the signature of the bidder was mailed prior to the closing time. If written confirmation is not received within two days from the closing time, no consideration will be given to the electronically mailed modification.

0104 QUALIFICATIONS OF BIDDERS

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. By submission of his Bid, the Bidder acknowledges the right of the Owner to make such investigations, to contact references and utilize this information as a basis of determining award of the contract. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

Written information pertaining to the Bidder's qualifications may be requested by the Owner. Failure of the Bidder to provide such information within fifteen days of notification will be grounds for disqualification.

0105 BID SECURITY

Each bid must be accompanied by a certified check or bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of five (5)% of the bid. Such certified checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining certified checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contracts, or, if no award has been made within 60 days after the date of the opening of bids, upon demand of the

bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

0106 LIQUIDATED DAMAGES AND FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security (bid bond) deposited with his bid.

0107 TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 24 weeks following "Notice to Proceed". Bidders must agree also to pay as liquidated damages the sum of \$300.00 per each consecutive calendar day thereafter. Anticipated "Notice to Proceed" date is tentatively set for September 28, 2023.

0108 CONDITION OF WORK

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

0109 ADDENDA AND INTERPRETATIONS

Oral interpretations of the meaning of plans, specifications or other contract documents shall not be binding over written material.

Every request for such interpretation should be in writing addressed to City of Dalton Public Works, P.O. Box 1205, Dalton, Georgia 30722 or by email to Jackson Sheppard (jsheppard@daltonga.gov) and to be given consideration must be received by the question's deadline of 2:00 PM August 24, 2023. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, which, will be emailed to all prospective bidders. Failure of any bidder to receive any such addendum or interpretations shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

0110 SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the executed contract, the Contractor shall

furnish a surety bond or bonds as security for faithful performance of his contract and for the payment of all persons performing labor on the project under this contract, and furnishing materials in connection with his contract, as specified in the General Conditions included herein. Surety companies executing Bonds must appear on the Treasury Department's most current list (*Circular 570 as amended*) and be authorized to transact business in the state where the project is located.

0111 POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

0112 NOTICE OF SPECIAL CONDITIONS

Attention is particularly called to those parts of the contract documents and specifications which are identified subsequently under Special Conditions.

0113 LAWS AND REGULATIONS

The bidders' attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

0114 METHOD OF AWARD

If the Contract is awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the project. The Owner shall have complete discretion in making this determination and may consider factors such as, but not limited to the following:

- 0114.01 Unit bid prices of various items as they relate to total bid price.
- 0114.02 Proximity of the Bidder's permanent place of business as it may relate to Bidder's responsiveness in carrying out the contract.
- 0114.03 Litigation record of the Bidder.
- 0114.04 Satisfactory completion of similar projects.
- 0114.05 Resources pertaining to management, personnel and equipment.
- 0114.06 Financial history, credit rating and current resources.

0115 OBLIGATION OF BIDDER

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (*including all addenda*). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to his bid.

0116 CORRELATION AND INTENT OF DOCUMENTS

The contract documents are complementary, and what is called for by one shall be as binding as if called for by all.

The intent of the documents is to describe in detail all construction entailed in this project. The contractor will furnish all labor, materials, equipment, transportation, tools and appurtenances such as may be reasonably required under the terms of the contract to make each part of the work complete.

The drawings are intended to conform and agree with the specifications. If, however, discrepancies occur, the Owners will decide which shall govern. Special specifications stated on the drawings govern that particular piece of construction and have equal weight and importance as the printed specifications. In the event of any discrepancies between the drawings and the figures written thereon, the figures are to be taken as correct.

0117 CLAIMS

The Owner reserves the right to refuse to issue any voucher and to direct that no payment shall be made the contractor in the case they have reason to believe that said contractor has neglected or failed to pay any subcontractor, material dealer, worker or employee for work performed on or about the project including work as set forth in these specifications, until the Owner is satisfied that such subcontractors, material dealers, worker, or employees have been fully paid. However this provision shall not obligate the Owner to intervene in any claim.

0118 ORDER OF WORK

The work shall be started at such points as the Owner shall designate and shall be prosecuted in the order he directs. This applies to both location and items of construction.

0119 SUBCONTRACTS

If required by the Owner, the apparent Successful Bidder, and any other Bidder so requested, will within seven days after the day of the Bid opening submit to Owner a list of all Subcontractors and other persons and organizations (*including those*

who are to furnish the principal items of material and equipment) proposed for those portions of the Work as to which such identification is so required. If the Owner, after due investigation, has reasonable objection to any proposed Subcontractor, other person or organization, may, before giving the Notice of Award, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor, other person or organization so listed and to whom the Owner does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner.

0120 TIMELY EXECUTION

When the Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by at least five unsigned counterparts of the Agreement and all other Contract Documents. Within ten days thereafter, the Contractor shall sign and deliver at least five counterparts of the Agreement to Owner with all other Contract Documents attached. Thereafter, the Owner will deliver two fully signed counterparts to Contractor.

0121 SALES TAX NOTICE

Bidders are hereby advised that they are not entitled to take advantage of Owner's tax-exempt status and all bids should reflect sales tax on any materials purchased.

.....END OF SECTION

SECTION 0200 – BID PROPOSAL

BID BOND
(Five Percent of Bid)

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

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:

RIDGE STREET STORMWATER BYPASS SYSTEM
DALTON PROJECT NO. PW-2023-BD-161

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



AIA Document A310™ – 2010

Bid Bond

Bond Number: BND1010605-00

CONTRACTOR:

(Name, legal status and address)
B and J Reed Construction
669 Will Evans Road
Chatsworth Ga 30705

SURETY:

(Name, legal status and principal place of business)
Fair American Insurance and Reinsurance Company
365 Northridge Road, Suite 400
Atlanta, GA 30350

OWNER:

(Name, legal status and address)
City Of Dalton
535 Elm Street
Dalton, GA 36305

BOND AMOUNT: 5% of Amount Bid

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

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

PROJECT:

(Name, location or address, and Project number, if any)
Ridge Street Stormwater Bypass

Project Number, if any:

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

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

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

Signed and sealed this 8th day of September, 2023

(Witness)

B and J Reed Construction

(Principal)

(Seal)

(Witness)

(Title)

Fair American Insurance and Reinsurance Company

(Surety)

(Seal)

, Attorney In Fact

(Title) Arthur S Johnson

FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY
One Liberty Plaza, 165 Broadway, New York, NY 10006
POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melante J. Stokes of Atlanta, Georgia; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Omar G. Guerra of Overland Park, Kansas, EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of \$7,000,000 (Seven Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by the President and this Vice President this 11th day of July 2021.

Fair American Insurance and Reinsurance Company

By: 
Christopher O'Gwen, President and CEO

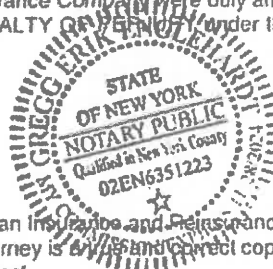
By: 
Paul J. Clauss, Vice President

STATE of NEW YORK
COUNTY of NEW YORK

On July 11, 2022 before me, the above named President and Vice President, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 8th day of September, 2023


Christopher O'Gwen, President and CEO

No. 7000 BND1010605-00

BID PROPOSAL

Place Dalton, Ga
Date 9-8-23

Proposal of B&J Reed Construction L.L.C. (hereinafter called
"Bidder") a contractor organized and existing under the laws of the City of Chatsworth
State of Ga and County of Murray, * an individual, a
corporation, or a partnership doing business as B&J Reed Construction L.L.C.

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

Gentlemen:

The Bidder in compliance with your invitation for bids for the construction of the RIDGE STREET STORMWATER BYPASS SYSTEM (DALTON PROJECT NO. PW-2023-BD-161) having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under this contract, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 24 weeks following "Notice to Proceed". Bidder further agrees to pay as liquidated damages the sum of \$300.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions under "Time of Completion and Liquidated Damages."

Bidder acknowledges receipt of the following addenda:

Addendum 1

*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 September of 8th
in the amount of 590 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:

Band J Reed Construction
1669 Will Evans Road
Chatsworth, Ga 30705

BID PROPOSAL
(Continued)

Dated at:

9-8-23 J. H. S.

The 8th day of September, 2023

J. H. S.
Principal

By 9-8-23 SEAL

DALTON PROJECT NO. PW-2023-BD-171
BID FORM: RIDGE STREET STORMWATER BYPASS SYSTEM

ITEM	DESCRIPTION	UNITS	QTY	UNIT PRICE	TOTAL
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GENERAL

1	GENERAL CONDITIONS	LS	1	\$ 100,000	\$ 100,000
2	PAYMENT & PERFORMANCE BONDING	LS	1	30,000	30,000
3	CONSTRUCTION STAKING	LS	1	10,000	10,000
4	OWNER-DIRECTED WORK	LS	1	\$ 50,000.00	\$ 50,000.00
				SUBTOTAL	\$190,000

DEMOLITION

5	ASPHALT REMOVAL (OPEN TRENCH LIMITS OF DISTURBANCE)	SY	1980	15	29,700
6	CONCRETE REMOVAL	SY	13	20	260
7	CURB & GUTTER REMOVAL	LF	85	10	850
8	ABANDON IN PLACE 18" RCP	LF	168	10	1,680
9	REMOVE CURB INLET	EA	3	500	1,500
10	REMOVE 18", 24" RCP	LF	56	15	840
11	REMOVE SANITARY SEWER LATERAL	LF	60	10	600
12	BRICK INVERT	EA	1	800	800
13	REMOVE EXISTING OCS	EA	1	1,500	1,500
				SUBTOTAL	37,730

DRAINAGE SYSTEM

14	CATCH BASIN (GDOT 1019A TYPE E)	EA	5	7,000	35,000
15	CATCH BASIN (GDOT 1034D)	EA	1	8,000	8,000
16	CATCH BASIN (GDOT 1033D)	EA	1	8,000	8,000
17	HEADWALL (GDOT 1125)	EA	2	10,000	20,000
18	LOW FLOW OUTLET CONTROL STRUCTURE	EA	1	15,000	15,000
19	HIGH FLOW OUTLET CONTROL STRUCTURE	EA	1	13,000	13,000
20	STORM MANHOLE (GDOT 1011A)	EA	9	8,000	72,000
21	48" CLASS III RCP	LF	915	400	366,000
22	60" X 38" CLASS V ECP	LF	68	400	27,200
23	30" CLASS III RCP	LF	27	100	2,700
24	24" CLASS V RCP	LF	46	125	5,750
25	24" CLASS III RCP	LF	13	100	1,300
26	15" CLASS III RCP	LF	85	75	6,375
27	10" NYLOPLAST DRAIN INLET (OR APPROVED EQUAL)	EA	1	4,000	4,000
28	4" PVC DRAIN PIPE	LF	30	20	600
				SUBTOTAL	584,925

SANITARY SEWER

29	6" SCHEDULE SDR 35 PVC	LF	68	100	6,800
30	6" PVC TEE	EA	3	1,000	3,000
31	6" PVC CLEANOUT WITH T-WYE FITTING	EA	2	1,000	2,000
32	6" CLEANOUT	EA	1	1,000	1,000
33	6" 45° ELBOW	EA	1	100	100
				SUBTOTAL	12,900

ROADWAY

34	CURB & GUTTER	LF	85	40	3,400
35	1.5" MILL FULL WIDTH (TO EDGE OF PAVEMENT OUTSIDE OF OPEN TRENCHING)	SY	1491	15	22,365
36	MILL AROUND VALVES	EA	3	800	2,400
37	PERMANENT OPEN TRENCH SUBGRADE REMEDIATION (8" GAB, 2" 19MM) - EMERY ST	SY	854	32	27,328
38	PERMANENT OPEN TRENCH SUBGRADE REMEDIATION (6" GAB, 2" 19MM) - RIDGE ST	SY	1126	31	34,906
39	ASPHALT OVERLAY FULL WIDTH (1.5" TP 2 ONLY) - EMERY ST	SY	1800	20	36,000
40	ASPHALT OVERLAY FULL WIDTH (1.5" TP 1 GP 1) - RIDGE ST	SY	1571	20	31,420
41	BITUM TACK COAT	GL	236	6	1,416
42	CONCRETE PAVING	SY	13	400	5,200
43	DRIVEWAY REPAIR	EA	2	500	1,000
44	TEMPORARY GAB AT TRENCH CAP	TN	600	60	36,000
45	652-5452 SOLID TRAFFIC STRIPE, 5 IN, YELLOW (CENTERLINES)	LF	685	1.75	119,875
46	652-5451 SOLID TRAFFIC STRIPE, 5 IN, WHITE (EDGELINES)	LF	300	1.75	525
47	652-5701 SOLID TRAF STRIPE, 24 IN, WHITE (STOP BAR)	LF	49	26	1,274
48	653-0220 THERMOPLASTIC PVMT MARKING, WORD, TP 2 (STOP)	EA	4	580	2,320
49	653-0240 THERMOPLASTIC PVMT MARKING, WORD, TP 4 (AHEAD)	EA	1	800	800
				SUBTOTAL	207,552.15

SITE RESTORATION & EROSION CONTROL

50	RIPRAP (INSTALLED) - FIELD STONE (SEE GENERAL NOTES)	SY	63	250	15,750
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DALTON PROJECT NO. PW-2023-BD-171
BID FORM: RIDGE STREET STORMWATER BYPASS SYSTEM

51	TURF GRASS SEEDING	SY	947	2	1,894
52	SILT FENCE	LF	1,062	5	5,310
53	CURB INLET PROTECTION	EA	11	500	5,500
54	FILTER RING	EA	1	1,000	1,000
55	DEWATERING UTILITY EXCAVATION	LS	1	5,000	5,000
56	GRADING COMPLETE	LS	1	45,000	45,000
				SUBTOTAL	79,454

MISCELLANEOUS					
57	TRAFFIC CONTROL	LS	1	40,000	40,000
58	UTILITY CONFLICTS & TEMPORARY SERVICE	LS	1	10,000	10,000
59	UNSUITABLE SOILS ALLOWANCE (UNDERCUT & REPLACE W/ STONE)*	CY	1	100	100
60	ROCK EXCAVATION*	CY	1	300	300
				SUBTOTAL	50,400

*PROVIDE UNIT PRICE

Company Name: B: J Reed Construction, LLC

Authorized Bid Rep. Signature: [Signature]

Authorized Bid Rep. Title: Owner

TOTAL 1,162,961.75

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):*

**RIDGE STREET STORMWATER BYPASS SYSTEM
DALTON PROJECT NO. PW-2023-BD-161**

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*):

**RIDGE STREET STORMWATER BYPASS SYSTEM
DALTON PROJECT NO. PW-2023-BD-161**

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 2nd day of October, 2023, by
and between the CITY OF DALTON, GEORGIA, hereinafter called "Owner",
and B and J Reed Construction, L.L.C.

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:

**RIDGE STREET STORMWATER BYPASS SYSTEM
DALTON PROJECT NO. PW-2023-BD-161**

hereinafter called the "Project", for the sum of \$1,162,961.75
Dollars () and all extra work in connection therewith, under the terms as stated in the
Contract Documents, and at his (*its or their*) own proper cost and expense to furnish all
materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and
other accessories and services necessary to complete the said project in accordance with
the conditions and prices stated in the proposal, the General Conditions of the Contract,
the specifications and contract documents therefore as prepared by the Owner and as
enumerated in the General Conditions, all of which are made a part hereof and collectively
constitute the Contract.

The Contractor hereby agrees to commence work under this contract on or before a date
to be specified in a written "Notice to Proceed" of the Owner and to fully complete the
project within 24 weeks of receiving "Notice to Proceed". The Contractor further agrees
to pay as liquidated damages the sum of \$300.00 for each consecutive calendar day
thereafter as hereinafter provided in the General Conditions under "Time of Completion
and Liquidated Damages."

*Strike out inapplicable terms.

CONTRACT
(Continued)

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

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

ATTEST:

CITY OF DALTON, GEORGIA

City Clerk

By: _____ SEAL

Witness

Title

ATTEST:

Secretary

By: Jerry Ford SEAL

Witness

President
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.

361539
EEV/Basic Pilot Program* User Identification Number

[Signature] 9-8-23
BY: Authorized Officer or Agent Date
(Contractor Name)

Jeremy Reed Owner
Title of Authorized Officer or Agent of Contractor

Jeremy Reed
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE 8
DAY OF September, 2023

[Signature]
Notary Public

My Commission Expires:

4/7/2026

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

SECTION 0300 - GENERAL CONDITIONS

0301 CONTRACT AND CONTRACT DOCUMENTS

The Contract Documents as hereinafter enumerated in Paragraph 2 of the General Conditions, shall form this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were fully set forth. The Table of Contents, Titles, Headings, Running Headlines and Marginal Notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way effect, limit or cast light on the interpretation of the provisions to which they refer.

0302 DEFINITIONS

The following terms as used in this contract are respectively defined as follows:

- 0302.01 Contractor - A person, firm or corporation with whom the contract is made by the Owner.
- 0302.02 Contract Documents - The Contract Documents are composed of the Advertisement for Bids; Instructions to Bidders; Bid Package; Form of Proposal, General Conditions, Supplementary Conditions, Detail Specifications, Form of Contract, Form of Bond(s), Addenda and the drawings including all changes incorporated herein before their execution.
- 0302.03 Project Representative - Refers to the authorized representative of the Owner, who is assigned to the site or any part thereof.
- 0302.04 Owner - The party of the First Part in the accompanying Contract, and meaning the CITY OF DALTON, GEORGIA.
- 0302.05 Subcontractor - A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with the contractor for performance of a part of the work at the site.
- 0302.06 Work on (at) the Project - Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.

0303 CORRELATION AND INTENT OF DOCUMENTS

The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

- 0303.01 The intent of the documents is to describe all construction entailed in this

project. The contractor will furnish all labor and materials, equipment, transportation, tools and appurtenances such as may be reasonably required under the terms of the contract to make each part of the work complete.

- 0303.02 The Drawings are intended to conform and agree with the Specifications; if, however, discrepancies occur, the Owner will decide which shall govern. Special specifications stated on the Drawings govern that particular piece of construction and have equal weight and importance as the printed specifications. In the event of any discrepancies between the Drawings and the figures written thereon, the figures are to be taken as correct.

0304 MATERIALS, SERVICES AND FACILITIES

- 0304.01 It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time. It is further understood that in providing materials, labor, tools, equipment, water, light, power, superintendence, or any other expense associated with the Contract the Contractor may not take advantage of the City's tax exempt status.

- 0304.02 Any work necessary to be performed by the Contractor to complete the project on time after regular working hours, on Sundays or Legal Holidays, shall be performed without additional expense to the Owner.

0305 CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims and/or encumbrances.

0306 MATERIALS FURNISHED BY THE CONTRACTOR

All materials used in the work including equipment shall be new and unused materials of a reputable U.S. Manufacturer conforming to the applicable requirements of the Specifications, and no materials shall be used in the work until they have been approved by the Owner. The Contractor shall furnish all materials necessary except as otherwise specifically noted or specified.

0307 INSPECTION AND TESTING OF MATERIALS

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

0308 PATENTS

- 0308.01 The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.
- 0308.02 License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the Owner and not by or through the Contractor.
- 0308.03 If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, arising from the use of such design, device, or materials or in any way involved in the work, the Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from all claims for infringement by the reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

0309 SURVEYS, PERMITS AND REGULATIONS

- 0309.01 Unless otherwise expressly provided for in the Specifications, the Owner will furnish to the Contractor any control alignment and bench mark data from previous engineering surveys.
- 0309.02 The Contractor shall procure and pay all permits, licenses and approvals necessary for the execution of his contract. The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to performance of the work, the protection of adjacent property, and the

maintenance of passageways, guard fences or other protective facilities.

0310 CONTRACTOR'S OBLIGATIONS

- 0310.01 The Contractor shall and will, in good workmanlike manner do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the plans and drawings covered by this contract, any and all supplemental plans and drawings and in accordance with the directions of the Owner as given from time to time during the progress of the work. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required. He alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or 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. § 13-10-1 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
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Federal	Statutory
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Employer's Liability – Each Accident:	\$1,000,000
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Employer's Liability – Disease – Each Employee:	\$1,000,000
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Employer's Liability – Disease – Policy Limit:	\$1,000,000
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If the Contractor chooses to maintain a policy with a maximum of the state

mandated amounts of \$100,000 per accident, \$100,000 for disease per employee and a disease policy limit of \$500,000, the Contract required minimum of \$1,000,000 can be achieved by the excess liability policy required.

General Liability Provided Per Occurrence (City of Dalton, GA must be shown as an additional insured.)

Each Occurrence (Bodily and Property Damage Included): \$1,000,000

Fire Damage (*Any One Fire*): \$50,000

Medical Expense (*Any One Person*): \$5,000

Personal and Adv Injury, With Employment
Exclusion Deleted: \$1,000,000

General Aggregate (*Per Project*): \$2,000,000

Products and Completed Operations Aggregate: \$1,000,000

Notes: Property Damage Liability Insurance will provide explosion, collapse and underground hazard coverages where applicable. Each detonation of blasting shall be considered a single occurrence. General Liability shall include Contractual Liability as stipulated.

Comprehensive Automobile Liability:

Combined Single Limit Per Occurrence, For Any and
All Autos, Including Bodily Injury and Property Damage: \$1,000,000

- 0334.10 Scope of Insurance and Special Hazards - The amounts stated above are minimum amounts of insurance to be carried. The Contractor shall carry such additional insurance as may be required to provide adequate protection of the Contractor and his Subcontractors, respectively, against any and all damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by his and, also, against any of the special hazards which may be encountered in the performance of this Contract.

Where the scope of work involves crossing of a railway and/or railway rights-of-way, Contractor shall be required to furnish railway with a Railroad Protective Liability Insurance Policy naming railway as the named insured and issued to the Contractor with a combined single limit of \$2,000,000 for all damages arising out of bodily injury, death, property damage liability and physical damage to property liability per occurrence with an aggregate limit of \$6,000,000.

0334.11 Certificate Holder should read:

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

- 0334.12 Insurance company must have an A.M. Best Rating of A-6 or higher. Insurance company must be licensed to do business by the Georgia Secretary of State. Insurance company must be authorized to do business in the State of Georgia by the Georgia Insurance Department.

0335 CONTRACT SECURITY

The Contractor shall furnish a Construction Performance Bond in an amount at least equal to one hundred percent (100%) of the contract prices as security for the faithful performance of this contract and also a Construction Payment Bond in an amount at least equal to one hundred percent (100%) of the contract price or in a penal sum not less than that prescribed by State, Territorial or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.

The surety company issuing the above required Construction Performance Bond must have an A.M. Best Rating of A-6 or higher. The surety company must be licensed to do business by the Georgia Secretary of State. Insurance company must be authorized to do business in the State of Georgia by the Georgia Insurance Department.

0336 ADDITIONAL OR SUBSTITUTE BOND

If at any time the Owner for justifiable cause shall be or become dissatisfied with any Surety or Sureties, then upon the Construction Performance or Payment Bonds, the Contractor shall within five (5) days after notice from the Owner to do so, substitute an acceptable bond (*or bonds*) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.

0337 LIEN

Neither the final payment nor any part of the retained percentage will become due until the Contractor, if required, shall furnish the Owner a complete release from any liens which may arise out of this contract, or receipts in full in lieu thereof, and if required in either case, an affidavit that insofar as he has knowledge or

information, the release and receipts include all materials, for which a lien might be filed. The Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify it against any lien. If a lien shall remain unsatisfied after all payments are made, then the Contractor shall refund to the Owner all monies which the latter may be compelled to pay in discharging such lien, including all incidental costs and attorney's fees.

0338 ASSIGNMENTS

The Contractor shall not assign the whole or any part of this contract or any money due to or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or part of any money due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assigned in and to any money due or to become due to the Contractor shall be subject to prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

0339 MUTUAL RESPONSIBILITY OF CONTRACTORS

If through acts of neglect on the part of the Contractor, any other Contractor or subcontractor, shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

0340 COORDINATION WITH OTHER CONTRACTORS

The Contractor shall coordinate his operations with those of other contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his Subcontractors shall keep informed of the progress and the detail work of other Contractors and shall notify the Owner immediately of lack of progress or defective workmanship on the part of other contractors. Failure of a Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

0341 SUBCONTRACTING

The Contractor shall utilize the service of specialty subcontractor on those parts of the work which, under normal contracting practices, are performed by specialty Subcontractors. Provided - that if the Owner shall determine that the specialty work in question has been customarily performed by the Contractor's own organization

and that such organization is presently competent to perform such work, the Contractor shall be permitted to do so. Provided, further - that if the Owner shall determine that the performance of any specialty work by specialty Subcontractors will result in materially increased costs or inordinate delays, the requirements of this paragraph shall not apply.

- 0341.01 The Contractor shall not be allowed to award work to any subcontractor prior to written approval of the Owner, which approval will not be given until the Contractor submits to the Owner, a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.
- 0341.02 The Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- 0341.03 The Contractor shall cause appropriate provisions to be inserted in all Subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.
- 0341.04 Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

0342 USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

- 0342.01 To take every precaution against injuries to persons or damage to property;
- 0342.02 To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Contractors;
- 0342.03 To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
- 0342.04 To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
- 0342.05 Before final payment to remove all surplus material, false work, temporary structures, including foundations thereof, plant of any description and debris

of every nature resulting from his operations, and to put the site in a neat orderly condition;

0343 QUANTITIES OF ESTIMATE

Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this Contract, and such increase or diminution shall in no way vitiate this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

0344 RIGHTS-OF-WAY AND SUSPENSION OF WORK

The Owner shall furnish all land and rights-of-way necessary for the carrying out of this Contract and the completion of the work herein contemplated and will use due diligence in acquiring said land and rights-of-way as speedily as possible. But it is possible that all lands and rights-of-way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin his work upon such land and rights-of-way as the Owner may have previously acquired, and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining lands and rights-of-way. Should the Owner be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of any litigation, or by reason of its inability to procure any lands or rights-of-way for the said work, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, or, to withdraw from the contract except by consent of the Owner, but time for completion of the work will be extended to such time as the Owner determines will compensate for the time lost by such delay, such determination to be set forth in writing.

0345 GUARANTY

0345.01 All work constructed under this contract shall be fully guaranteed by the Contractor for a period of one year from the date of final inspection and acceptance by the Owner. This guarantee shall cover any and all defects in workmanship or materials that may develop in this specified time, and any failure in such workmanship or materials shall be repaired or replaced to the satisfaction of the Owner by the Contractor at his own expense.

0345.02 Neither the final certificate of payment nor any provision in the contract documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Contractor of liability in respect to any

express warranties or responsibility for faulty materials or workmanship.

0346 CONFLICTING CONDITIONS

Any provisions in any of the contract documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.

0347 NOTICE AND SERVICE THEREOF

Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail or email, to the said Contractor at his last given address, or delivered in person to the said Contractor or his authorized representative on the work.

0348 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

0349 SUSPENSION OF WORK

Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

0350 PROTECTION AND RESTORATION OF PROPERTY

- 0350.01 The Contractor shall not enter upon private property for any purpose without first obtaining permission, and he shall use every precaution necessary to prevent damage or injury to any public or private property, trees, fences, monuments, underground structures, etc., on and adjacent to the site of the work. He shall protect carefully, from disturbance or damage, all land monuments and property marks until an authorized agent has witnessed or otherwise referenced their location, and shall not remove them until directed.

- 0350.02 Except as specifically provided in the Contract Documents, the Contractor shall not do any work that would affect any railway track, pipeline, telephone, telegraph, or electric or transmission line, or other structure nor enter upon the right-of-way or other lands appurtenant thereto, until authority therefore has been secured from the proper parties. The Contractor shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference, or delay resulting from his requirement, except as specifically provided in the contract.
- 0350.03 The Contractor shall be responsible for all damage or injury to property of any character resulting from any act, omission, neglect, or misconduct in his manner or method of executing said work, or due to his nonexecution of said work, or at any time due to defective work or materials, and he shall not be released from said responsibility until the work shall have been completed and accepted.
- 0350.04 When or where any direct or indirect damage or injury is done to public or private property by, or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof on the part of the Contractor, he shall restore at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring, as may be directed, or he shall make good such damage or injury in an acceptable manner.

0351 RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor shall be responsible for all injury or damage of any kind resulting from his work, to persons or property. The Contractor hereby assumes the obligation to indemnify and save harmless the Owner including associates, agents and representatives, from every expense, liability, or payment arising out of or through injury to any person or persons including death and loss of services, or damage to property, regardless of who may be the Owner of the property, suffered through any cause whatsoever in the construction work involved in the contract and to defend on their behalf any suit brought against them arising from any such cause.

0352 INTEREST OF FEDERAL, STATE OR LOCAL OFFICIALS

No Federal, State or Local official shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

0353 OTHER PROHIBITED INTERESTS

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

0354 USE OF CHEMICALS

All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either E.P.A., or U.S.D.A. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

0355 MAINTENANCE OF TRAFFIC

0355.01 The Contractor shall notify the Owner and the appropriate department of transportation prior to performing any work which disrupts normal flow of traffic, and shall utilize appropriate warning signs, flagmen and other procedures necessary to ensure safety and minimize inconvenience to the public.

0356 ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the Construction Performance and Payment Bond.

0357 OWNER'S RIGHT TO SUSPEND WORK

The Owner shall have the authority to suspend the work, wholly or in part as he may deem necessary because of conditions unsuitable for proper prosecution of the work or failure on the part of the Contractor to carry out the provisions or to meet the specified requirements. The Contractor shall not suspend operations

without the Owner's permission.

0358 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 0358.01 It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "NOTICE TO PROCEED."
- 0358.02 The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- 0358.03 If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.
- 0358.04 The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.
- 0358.05 It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where, under the contract, an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- 0358.05.1 To any preference, priority or allocation order duly issued by the Government;
- 0358.05.2 To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather
- 0358.06 Provided, further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay, and notify the Contractor within a reasonable time of its decision in this matter.

.....END OF SECTION

AFFIDAVIT FOR FINAL PAYMENT AND RELEASE OF LIENS

STATE OF: _____

COUNTY OF: _____

FROM: _____ (Contractor)

TO: CITY OF DALTON, GEORGIA (Owner)

RE: Contract entered into the _____ day of _____, _____ between the above mentioned parties for the construction of the project entitled RIDGE STREET STORMWATER BYPASS PROJECT.

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned hereby certifies that all work required under the above Contract has been performed in accordance with the terms thereof, that all material-men, sub-contractors, mechanics, and laborers have been paid and satisfied in full and that there are not outstanding claims of any character arising out of the performance of the Contract which have been paid and satisfied in full.
2. The undersigned further certifies that to the best of their knowledge and belief there are not unsatisfied claims for damages resulting from injury or death to any employees, sub-contractors, or the public at large arising out of the performance of the Contract or any suits or claims for any other damage of any kind, nature or description on which might constitute a lien upon the property of the Owner.
3. The undersigned makes this final affidavit as provided by the Contract and agrees that acceptance of final payment shall constitute full settlement of all claims against the Owner arising under or by virtue of the Contract.
4. IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____ day of _____, _____.

SIGNED: _____ (SEAL)

BY: _____

TITLE: _____

Personally appeared before the undersigned who after being duly sworn, deposes and says that the facts stated in the above affidavit are true.

This _____ day of _____, _____.

Notary Public: _____ SEAL

My Commission Expires: _____,

_____ County,

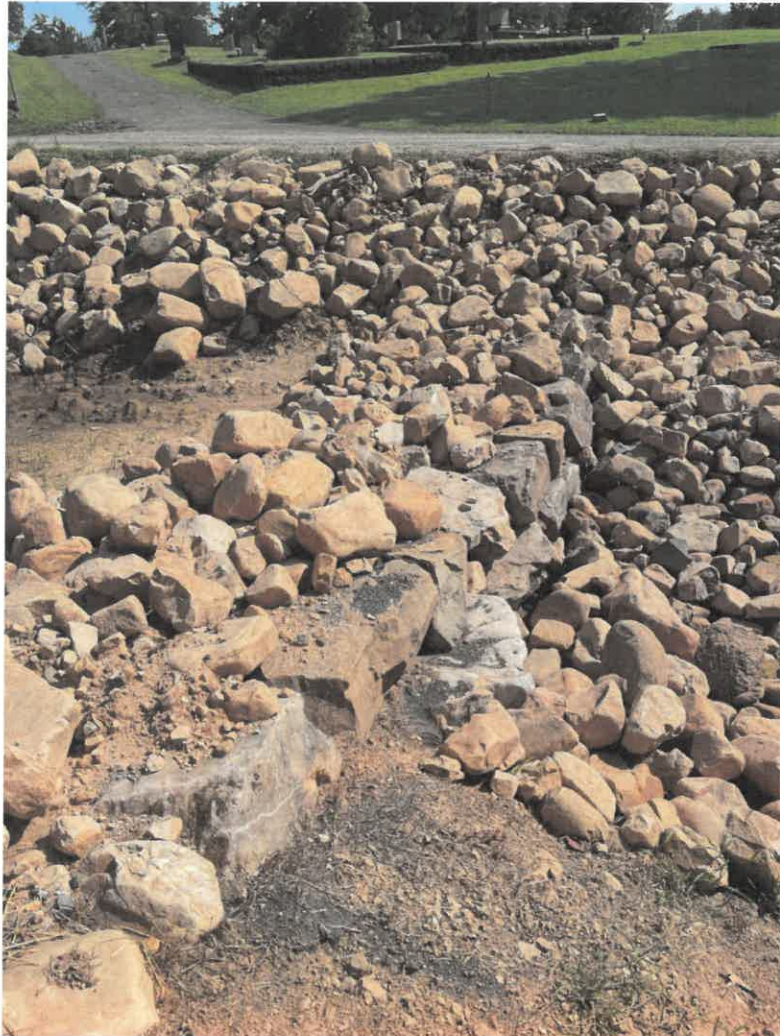
SECTION 0400 – GENERAL NOTES

1. THE DATA, TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS/BID PACKAGE, OR IN ANY WAY INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED UPON FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS. HOWEVER, THE SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED AND DO NOT BIND THE CITY OF DALTON IN ANY WAY. THE ATTENTION OF THE BIDDER IS SPECIFICALLY DIRECTED TO GEORGIA DEPARTMENT OF TRANSPORTATION SPECIFICATION SECTIONS 102.04, 102.05, AND 104.03 OF THE SPECIFICATIONS.
2. ALL WORK ASSOCIATED WITH THIS CONTRACT SHALL BE DONE IN ACCORDANCE WITH THE MOST CURRENT GEORGIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, SPECIAL PROVISIONS, CONSTRUCTION DETAILS, AND THE **ARCADIS U.S., INC. PLANS INCLUDED AS EXHIBIT A.**
3. THE CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE (WHERE APPLICABLE) SUCH THAT WATER DOES NOT POND ON FINISHED SURFACES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL DRAINAGE STRUCTURES WITHIN THE LIMITS OF THE PROJECT THROUGHOUT THE DURATION OF THE PROJECT. ANY DEBRIS THAT GOES INTO DRAINAGE STRUCTURES SHALL BE CLEANED OUT BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE CITY.
5. TRAFFIC CONTROL SHALL BE PERFORMED IN ACCORDANCE WITH PART 6 OF THE 2009 MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS. A CERTIFIED FLAGGER WILL BE REQUIRED FOR THIS PROJECT.
6. THE CONTRACTOR WILL BE RESPONSIBLE FOR COORDINATING WITH DALTON UTILITIES AND OTHER UTILITY AGENCIES FOR THE COORDINATION AND ADJUSTMENTS (IF APPLICABLE) OF ALL UTILITIES LOCATED WITHIN THE PROJECT LIMITS.
7. CONTRACTOR IS REQUIRED TO CALL GA 811 OR FILE ONLINE A UTILITY LOCATE REQUEST PRIOR TO COMMENCING WORK AND MAINTAIN ACTIVE LOCATE FOR THE DURATION OF THE PROJECT.
8. TIME OF WORK RESTRICTIONS – NO WORK SHALL BE PERFORMED BETWEEN THE HOURS OF 5:30 PM AND 7:30 AM ON MONDAY THROUGH FRIDAY. CONSTRUCTION ON WEEKENDS SHALL BE PERMITTED ONLY BY WRITTEN APPROVAL UPON REQUEST BY CONTRACTOR TO THE CITY OF DALTON PUBLIC WORKS PROJECT MANAGER, DIRECTOR, AND ENGINEER. DAMAGES FOR FAILURE TO OBSERVE TIME OF WORK RESTRICTIONS SHALL BE ASSESSED TO THE CONTRACTOR AT THE RATE OF \$200 PER HOUR.

9. COORDINATION OF PROJECT WITH OWNERS – CONTRACTOR SHALL CONTINUOUSLY MAKE A GOOD FAITH EFFORT TO COORDINATE WORK ACTIVITIES WITH THE ADJACENT PROPERTY OWNERS AFFECTED BY THE PROJECT.
10. NOTE: GRASSING COMPLETE SHALL INCLUDE STRAW, SLOPE MIX SEED, PERMANENT SEED MIX, AND FERTILIZER AS REQUIRED.
11. CONTRACTOR IS REQUIRED TO FURNISH THE CITY AN AS-BUILT SURVEY OF THE IMPROVEMENTS FROM A LICENSED SURVEYOR UPON COMPLETION OF THE PROJECT. NO SEPARATE PAYMENT WILL BE MADE FOR THIS SURVEY AND THE EXPENSE SHOULD BE INCLUDED IN GRADING COMPLETE.
12. BECAUSE THE PROJECT CONSTRUCTION SITE IS LOCATED ON RESIDENTIAL STREETS AND ADJACENT TO OCCUPIED RESIDENCES, ALL CONSTRUCTION ACTIVITIES SHALL BE CONDUCTED IN SUCH A MANNER THAT WILL PROVIDE ACCEPTABLE LEVELS OF SAFETY AND MAINTENANCE OF UTILITIES, ROADWAY, TRAFFIC, DRIVEWAYS, SIDEWALKS, ETC. TO ALL OWNERS, CITY OF DALTON DEPARTMENT OF PUBLIC WORKS, MANAGEMENT, AND UTILITY COMPANIES. THE CONTRACTOR SHALL AT ALL TIMES MAINTAIN AND PROTECT ALL UTILITY SERVICES AND DRIVEWAY ACCESS, INCLUDING BUT NOT LIMITED TO, RESIDENTS, EMERGENCY SERVICES, VEHICLES, AND PEDESTRIAN TRAFFIC, ETC.
13. 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.
14. BUMP SIGNAGE – BUMP SIGNAGE SHALL BE INSTALLED ON ALL TRANSVERSE “BUTT” JOINTS CREATED AS A RESULT OF MILLING OPERATIONS. CONTRACTOR SHALL PLACE A WEDGE OF COLD MIX ASPHALT ON TRANSVERSE JOINTS AS A TEMPORARY MEASURE OF PROVIDING A SMOOTH TRANSITION TO PROJECT TIE-INS. THIS COLD MIX WEDGE SHALL BE REMOVED BY THE CONTRACTOR PRIOR TO COMMENCING RESURFACING. THE OWNER IS NOT RESPONSIBLE FOR DAMAGED VEHICLES CAUSED BY TRANSVERSE “BUTT” JOINTS.
15. THE CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE IN THE MILLING OPERATION SUCH THAT WATER DOES NOT POND ON THE ROADWAY.
16. MILLED AREAS SHALL BE COVERED WITH FINAL SURFACE COURSE WITHIN FOURTEEN (14) CALENDAR DAYS OF BEING MILLED. FAILURE BY THE CONTRACTOR TO COVER MILLED SURFACES WITHIN FOURTEEN (14) CALENDAR DAYS WILL RESULT IN LIQUIDATED DAMAGES TO BE ASSESSED

AT A RATE OF \$200 PER DAY LEFT EXPOSED.

17. TEMPORARY STRIPING SHALL BE APPLIED IN PLACE OF ALL PREVIOUSLY EXISTING STRIPING PRIOR TO CONSTRUCTION WORK ENDING ON THE SAME DAY MILLING AND/OR RESURFACING WORK IS PERFORMED. TEMPORARY STRIPING TAPE SHALL BE PERMITTED.
18. ASPHALT OVERLAY FOR EMERY STREET AND RIDGE STREET SHALL ENCOMPASS THE FULL WIDTH TO EDGE OF PAVEMENT WITHIN THE PROJECT LIMITS OF DISTURBANCE. (SEE EXHIBIT B)
19. '1.5" MILL FULL WIDTH (TO EDGE OF PAVEMENT OUTSIDE OF OPEN TRENCHING)' ON BID FORM ENCOMPASS THE FULL WIDTH TO EDGE OF PAVEMENT WITHIN THE PROJECT LIMITS OF DISTURBANCE THAT ARE OUTSIDE OF THE OPEN TRENCHING AREAS FOR EMERY STREET AND RIDGE STREET.
20. 'ASPHALT REMOVAL' ON BID FORM ACCOUNTS FOR DEMOLITION OF EXISTING ASPHALT WITHIN THE LIMITS OF OPEN TRENCHING.
21. 'TEMPORARY GAB TRENCH CAP' QUANTITY ON BID FORM ACCOUNTS FOR A BACKFILL DEPTH OF 6 INCHES AT 95% COMPACTION.
22. CONTRACTOR SHALL USE FIELD STONE FOR ALL STONE RIPRAP IN LIEU OF QUARRY STONE (REFER TO PHOTO BELOW) CALLED OUT IN THE ISSUED FOR CONSTRUCTION PLAN SET. REFER TO RIPRAP APRON SUMMARY CHART ON SHEET ESC-09 OF THE RIDGE STREET BYPASS SYSTEM PLAN SET FOR SIZING DETAILS.



FIELD STONE VISUAL REFERENCE (REFER TO NOTE 22 FOR MORE DETAILS.)

EXHIBIT A:

**ARCADIS U.S., INC. SITE
DEVELOPMENT PLANS**

DATED APRIL 2023

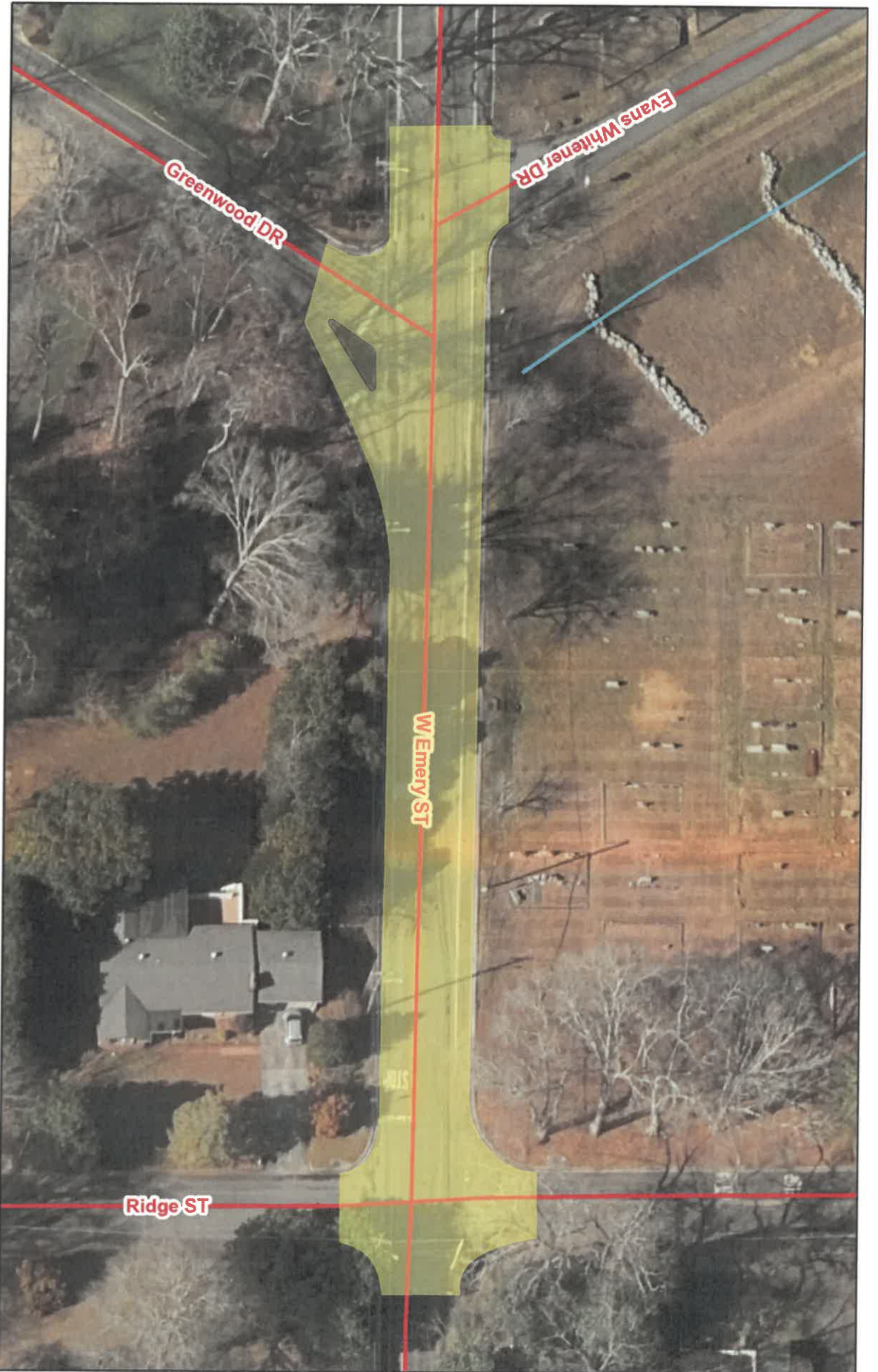
FOR

RIDGE STREET BYPASS SYSTEM

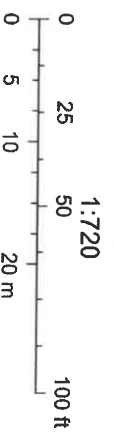
EXHIBIT B:

EMERY ST. AND RIDGE ST. RESURFACING AREAS

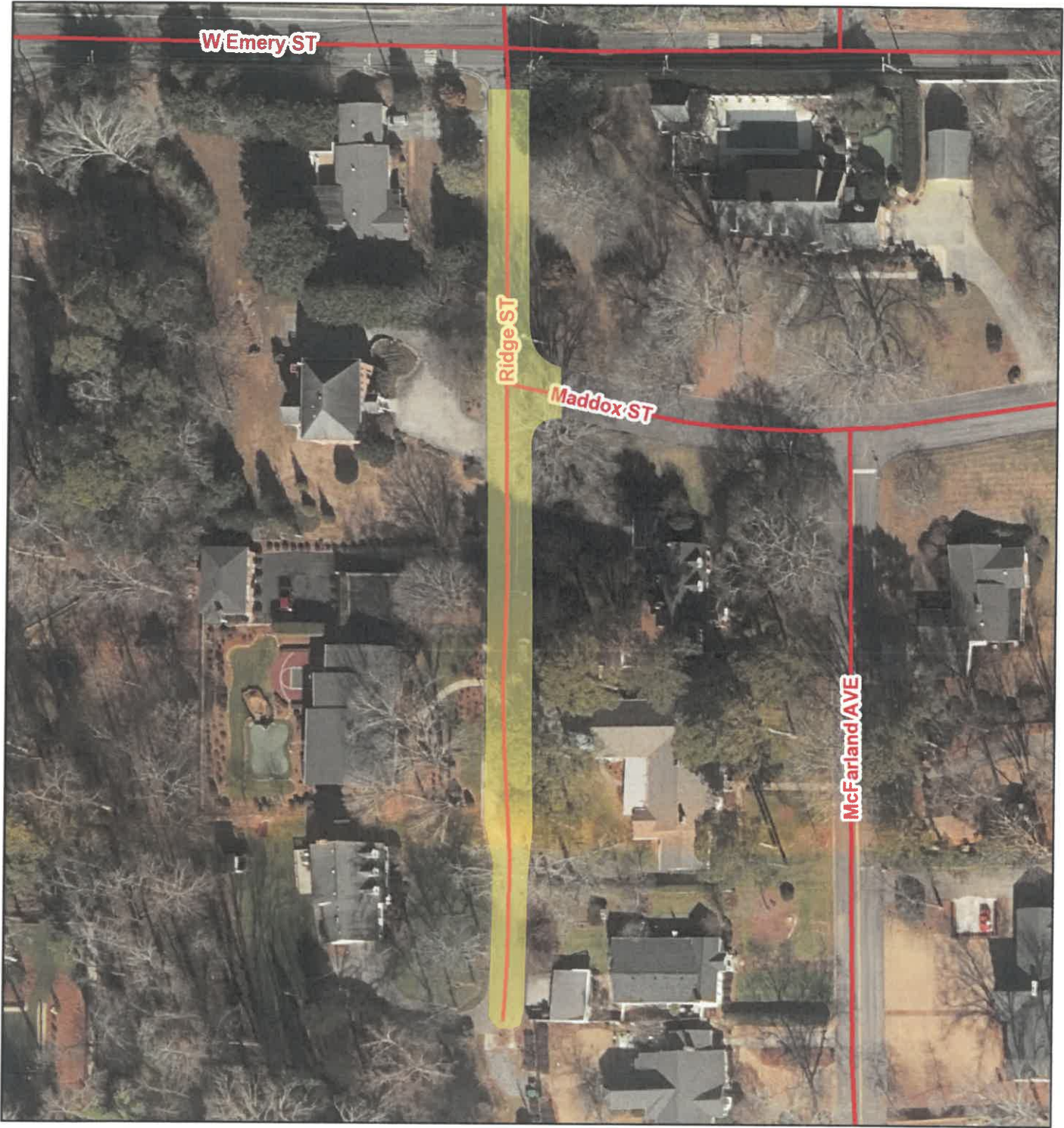
Emery St. Resurfacing Area



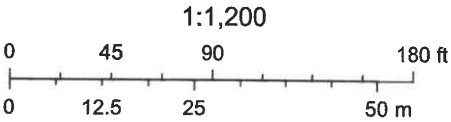
7/27/2023, 8:50:09 AM



Ridge St. Resurfacing Area



7/27/2023, 8:57:19 AM





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 10/2/2023

Agenda Item: **The request of Construction Consultants, on behalf of TVFCU to rezone from Heavy Manufacturing (M-2) to General Commercial (C-2) a tract of land totaling 2.0 acres located at 914 Vista Drive, Dalton, Georgia. Parcel (12-163-05-008)**

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 plan draft

CITY OF DALTON
ORDINANCE
Ordinance No. 23-20

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From Heavy Manufacturing (M-2) To General Commercial (C-2) Being A Tract of Land Totaling 2.0 Acres Located at 914 Vista Drive Dalton, Georgia (Parcel No. 12-163-05-008); To Provide An Effective Date; And For Other Purposes

WHEREAS, Construction Consultants, (Owner) has filed an application with the City to rezone property located at 914 Vista Drive (Parcel No. 12-163-05-008);

WHEREAS, the Property is currently zoned Heavy Manufacturing (M-2);

WHEREAS, the Owner is requesting the Property be rezoned to General Commercial (C-2);

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 Planning Commission staff reports that the rezoning proposed is not incompatible with land uses in the neighborhood and thereby recommends approval of the requested C-2 rezoning; and

WHEREAS, the Dalton-Varnell-Whitfield County Planning Commission considered the proposed rezoning of the Property at a duly noticed public hearing held on September 25, 2023 and subsequently forwarded its favorable recommendation to the Mayor and Council for rezoning the property to C-2;

BE IT ORDAINED by the Mayor and Council of the City of Dalton in regular meeting assembled and by authority of the same it is hereby ordained as follows:

-1-

The recitals contained herein above are incorporated herein by reference and are adopted as findings and determinations of the Mayor and Council.

-2-

The Property located at 914 Vista Drive identified as Parcel No. 12-163-05-008 is hereby rezoned from Heavy Manufacturing (M-2) to General Commercial (C-2) in accordance with the recommendation of the Dalton-Varnell-Whitfield County Planning Commission.

-3-

The Unified Zoning Map of the City of Dalton shall be amended to conform to and reflect the rezoning of the Property as approved herein. City Staff is authorized and directed to take all actions necessary to effectuate the rezoning of the Property as approved herein.

-4-

Should any section or provision of this Ordinance be declared by a Court of competent jurisdiction to be unconstitutional, invalid or unlawful, such declaration shall not affect the validity of the remaining portions of the Ordinance not so declared to be unconstitutional, invalid, or unlawful.

-5-

All resolutions and ordinances of the City of Dalton or parts thereof in conflict herewith are hereby repealed.

-6-

This Ordinance shall take effect and be in force from and after its adoption and publication in two public places within the City of Dalton for five (5) consecutive days, the public welfare of the City of Dalton requiring it.

ADOPTED AND APPROVED on the ____ day of _____, 20__, at the regular meeting of the Mayor and Council of the City of Dalton.

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.

CITY OF DALTON, GEORGIA

MAYOR

Attest:

CITY CLERK

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 the ____ day of _____, 20__.

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
Terry Miller
Jacob Bearden

FROM: Jim Lidderdale
Chairman

DATE: September 26, 2023

SUBJECT: The request of Construction Consultants, on behalf of TVFCU to rezone from Heavy Manufacturing (M-2) to General Commercial (C-2) a tract of land totaling 2.0 acres located at 914 Vista Drive, Dalton, Georgia. Parcel (12-163-05-008)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on September 25, 2023 at 6:00 p.m. at the Whitfield County Courthouse meeting room. A portion of the agenda included a public hearing concerning the above matter. A quorum of five members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Barry Gilley.

Public Hearing Summary:

Mr. Calhoun summarized the staff analysis which recommended the C-2 rezoning be approved. There were no further questions for Calhoun.

Barry Gilley made reference to the site plan and their plan for a financial institutional building for the Tennessee Valley Credit Union.

With no other comments heard for or against, this hearing closed at approximately 6:22pm.

Recommendation:

Chairman Lidderdale sought a motion on the requested C-2 rezoning. **Chris Shiflett then made a motion to recommend the C-2 rezoning be approved. Octavio Perez then seconded the motion and a unanimous recommendation to approve the C-2 rezoning followed, 4-0.**

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

ZONING CASE: Construction Consultants is seeking to rezone from Heavy Manufacturing (M-2) to General Commercial a tract of land (parcel 12-163-05-008) containing a total of 2-acres located at 914 Vista Drive. The subject property is currently undeveloped: The petitioner's proposal is to construct a financial services structure.

The surrounding uses and zoning are General Commercial to the north, across the north Bypass, is a large R-2 zone district which contains the Dalton Golf and Country Club. Also to the north is a large R-7 zone district that contains a large condominium development. To the east, south, and west is a large M-2 zone district containing a mix of commercial and manufacturing operations.

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.

This area is a convergence of multiple zone districts and existing land uses ranging from manufacturing to residential. The proposed rezoning would allow the subject property to be redeveloped for commercial use as a financial services outpost. While there is not an adjacent C-2 zone district at this location, the uses of some adjacent and nearby properties could be described as commercial in appearance. There are a number of commercial nodes along this portion of the North Bypass as well.

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

The M-2 zone district is a more intensive zone district than that of the C-2 zone district. With the established manufacturing and commercial presence in this area, there is no expectation that the rezoning or commercial development of the subject property would negatively impact the values of any adjacent properties.

(C) Whether the subject property has a reasonable economic use as currently zoned, considering the suitability of the subject property for the proposed zoned uses.

The subject property is limited in its size which limits opportunity for manufacturing development. The C-2 zone district would provide for more development opportunity than the M-2 zone district at this location based on the size of the subject property.

(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 (C-2) amendment, if adopted or approved, would result in a use which would or could cause an excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other utilities, as contrasted with the impact under the existing zoning.

The present M-2 zoning of the subject property would permit more intensive land use than that of the requested C-2 zone district. Utilities and infrastructure are prevalent in this area. The subject property has existing access to Vista Drive with exceptional sight distance.

(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 Industrial character area. This character area is intended to represent the areas where industrial and manufacturing uses should be permitted. Some commercial use can be permitted in this character area as well. Based on the size and location of the subject property, the C-2 zone district would not create a conflict with the Comprehensive Plan at this location.

(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 requested C-2 rezoning would create an island of C-2, but the M-2 zone district bounds the subject property on three sides. The nature of the C-2 and M-2 zone districts is not dissimilar enough to consider the proposed rezoning a spot zone.

(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 C-2 rezoning of the subject property based on the following factors:

1. The requested C-2 zone district does not pose a zoning or land use conflict based

on multiple adjacent M-2 zoned properties and adjacency to the North Bypass corridor in a heavily commercialized area.

2. Adverse economic impact in regard to the nearby or adjacent properties is not expected if the request is approved based on the existing M-2 zone district and commercial and longstanding commercial and manufacturing presence in this area.
3. The requested C-2 zone district is good fit for this location based on the Comprehensive Plan's future development map and narrative based on the established zoning and development character of this area.

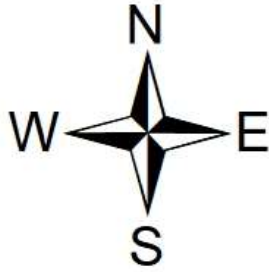
Construction Consultants for TVFCU Rezoning Request

M-2, Heavy Manufacturing

to

C-2, General Commercial

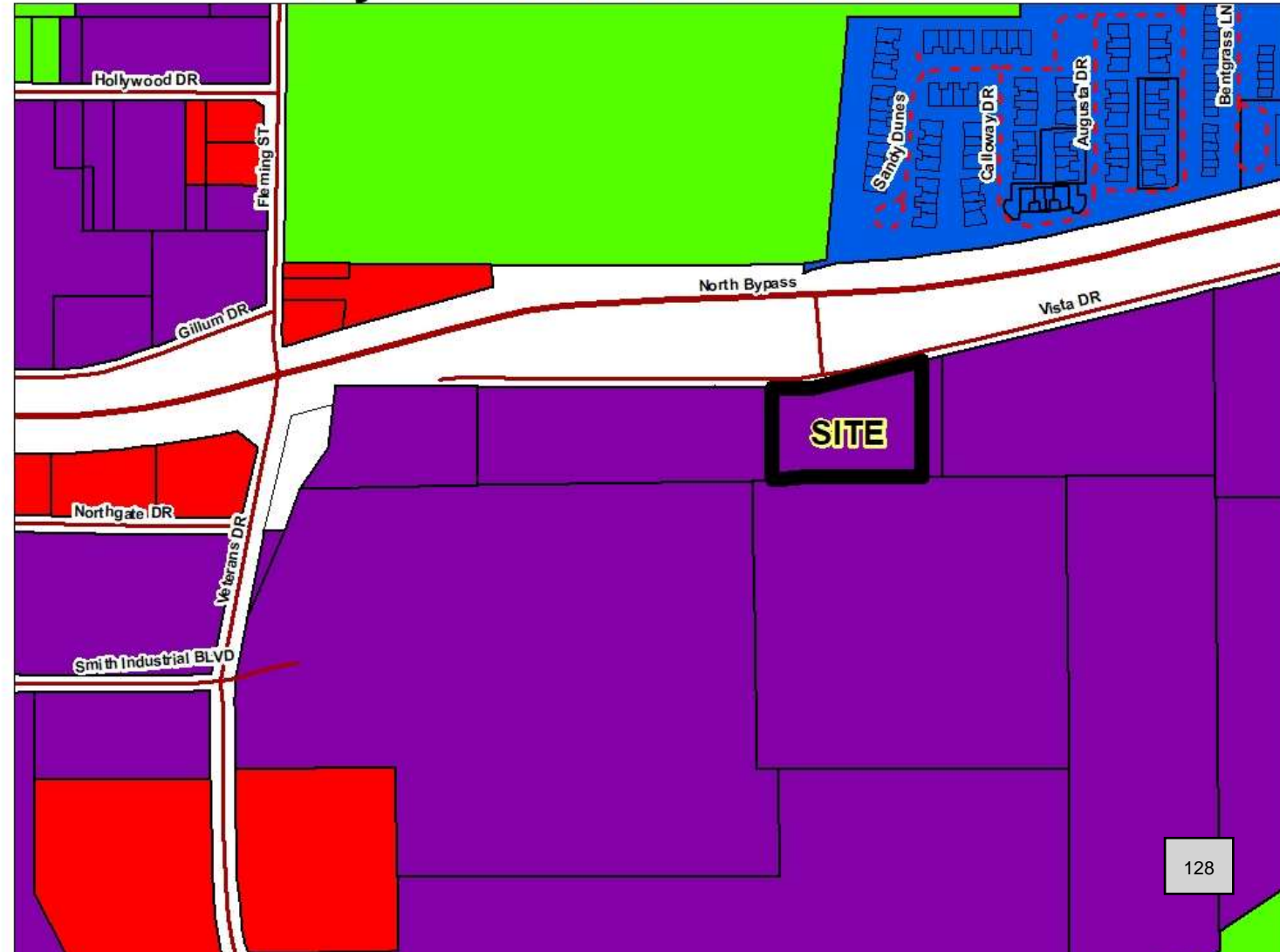
City of Dalton Jurisdiction



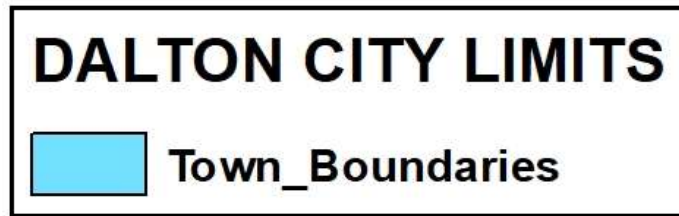
ZONING DISTRICT

-  Low Density Single Family Residential (R-2)
-  High Density Residential (R-7)
-  General Commercial (C-2)
-  Heavy Manufacturing (M-2)

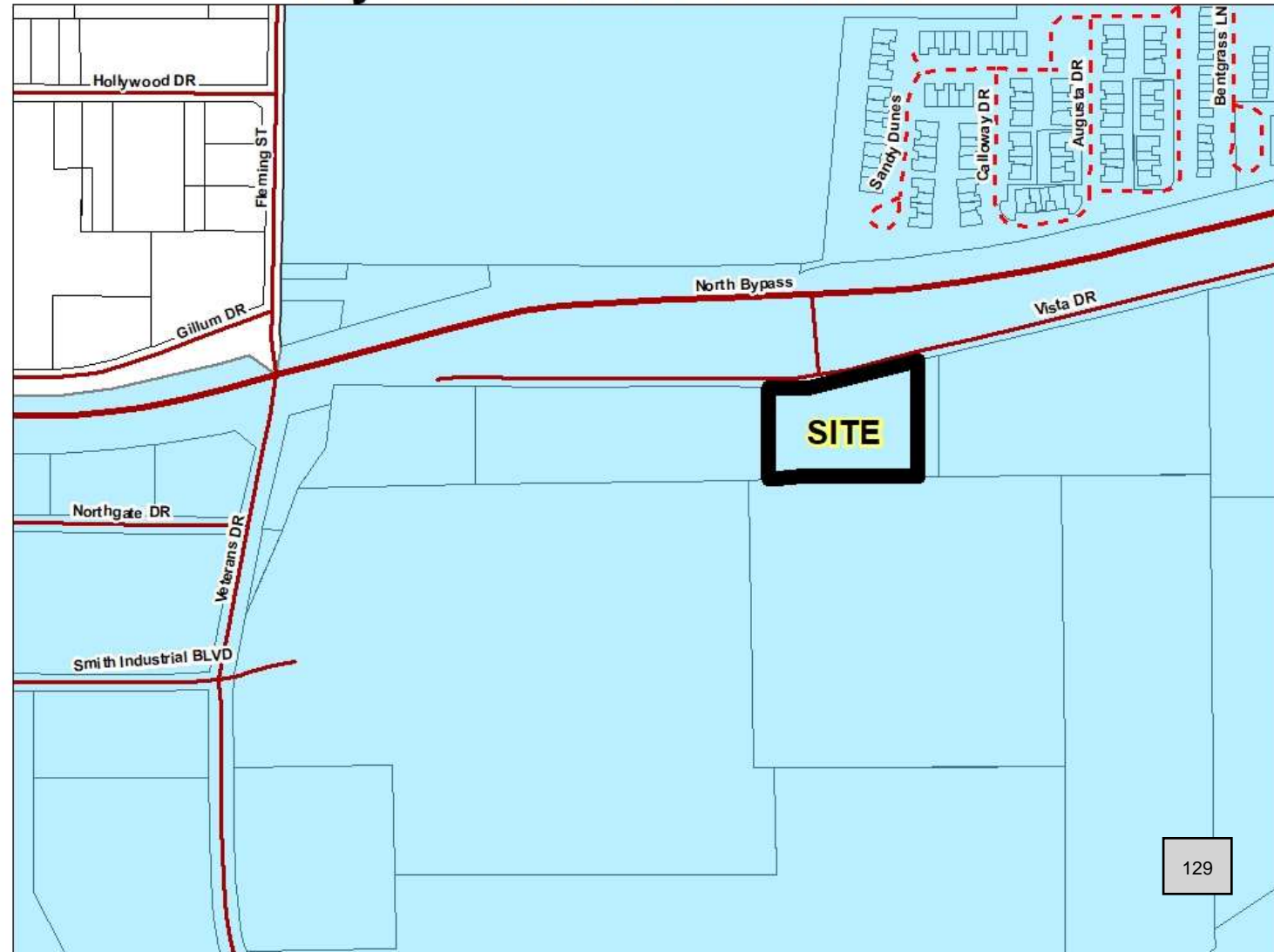
FEET
350



Construction Consultants for TVFCU Rezoning Request M-2, Heavy Manufacturing to C-2, General Commercial City of Dalton Jurisdiction



**FEET
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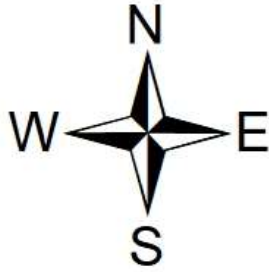
Construction Consultants for TVFCU Rezoning Request

M-2, Heavy Manufacturing

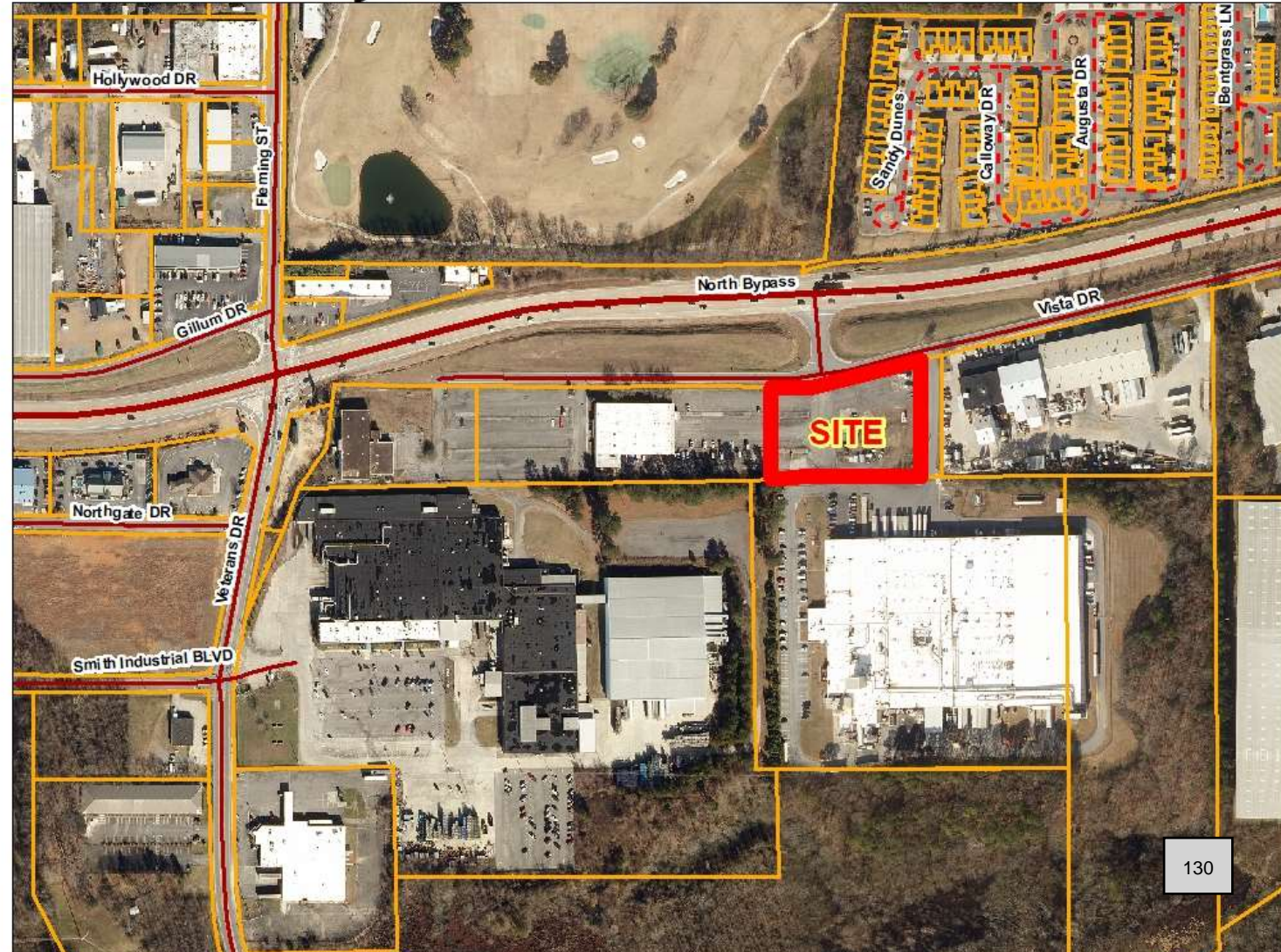
to

C-2, General Commercial

City of Dalton Jurisdiction



FEET
350



Construction Consultants for TVFCU Rezoning Request M-2, Heavy Manufacturing to C-2, General Commercial City of Dalton Jurisdiction



FUTURE DEVELOPMENT MAP

-  Commercial Corridor
-  Industrial
-  Preserve
-  Regional Activity Center

FEET
350



TVFCU
DALTON, GA
04.20.23





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 10/2/2023

Agenda Item: **The request of Oakwood Property Group LLC to rezone from General Commercial (C-2) to Central Business District (C-3) a tract of land totaling 2.25 acres total located at 203 S. Glenwood Avenue, Dalton, Georgia. Parcels (12-219-20-002, 12-219-20-003, and 12-219-20-004)**

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 plan draft

CITY OF DALTON
ORDINANCE
Ordinance No. 23-21

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From General Commercial (C-2) To Central Business District (C-3) Being A Tract of Land Totaling 2.25 Acres Located at 203 S. Glenwood Avenue Dalton, Georgia (Parcel Nos. 12-219-20-002, 12-219-20-003, and 12-219-20-004); To Provide An Effective Date; And For Other Purposes

WHEREAS, Oakwood Property Group, LLC, (Owner) has filed an application with the City to rezone property located at 203 S. Glenwood Avenue (Parcel Nos. 12-219-20-002, 12-219-20-003, and 12-219-20-004);

WHEREAS, the Property is currently zoned General Commercial (C-2);

WHEREAS, the Owner is requesting the Property be rezoned to Central Business District (C-3);

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 Planning Commission staff reports that the rezoning proposed is not incompatible with land uses in the neighborhood and thereby recommends approval of the requested C-3 rezoning; and

WHEREAS, the Dalton-Varnell-Whitfield County Planning Commission considered the proposed rezoning of the Property at a duly noticed public hearing held on September 25, 2023 and subsequently forwarded its favorable recommendation to the Mayor and Council for rezoning the property to C-3;

BE IT ORDAINED by the Mayor and Council of the City of Dalton in regular meeting assembled and by authority of the same it is hereby ordained as follows:

-1-

The recitals contained herein above are incorporated herein by reference and are adopted as findings and determinations of the Mayor and Council.

-2-

The Property located at 203 S. Glenwood Avenue identified as Parcel Nos. 12-219-20-002, 12-219-20-003, and 12-219-20-004 is hereby rezoned from General Commercial (C-2) to Central Business District (C-3) in accordance with the recommendation of the Dalton-Varnell-Whitfield County Planning Commission.

-3-

The Unified Zoning Map of the City of Dalton shall be amended to conform to and reflect the rezoning of the Property as approved herein. City Staff is authorized and directed to take all actions necessary to effectuate the rezoning of the Property as approved herein.

-4-

Should any section or provision of this Ordinance be declared by a Court of competent jurisdiction to be unconstitutional, invalid or unlawful, such declaration shall not affect the validity of the remaining portions of the Ordinance not so declared to be unconstitutional, invalid, or unlawful.

-5-

All resolutions and ordinances of the City of Dalton or parts thereof in conflict herewith are hereby repealed.

-6-

This Ordinance shall take effect and be in force from and after its adoption and publication in two public places within the City of Dalton for five (5) consecutive days, the public welfare of the City of Dalton requiring it.

ADOPTED AND APPROVED on the ____ day of _____, 20__, at the regular meeting of the Mayor and Council of the City of Dalton.

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.

CITY OF DALTON, GEORGIA

MAYOR

Attest:

CITY CLERK

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 the ____ day of _____, 20__.

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
Terry Miller
Jacob Bearden

FROM: Jim Lidderdale
Chairman

DATE: September 26, 2023

SUBJECT: The request of Oakwood Property Group LLC to rezone from General Commercial (C-2) to Central Business District (C-3) a tract of land totaling 2.25 acres total located at 203 S. Glenwood Avenue, Dalton, Georgia. Parcels (12-219-20-002, 12-219-20-003, and 12-219-20-004)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on September 25, 2023 at 6:00 p.m. at the Whitfield County Courthouse meeting room. A portion of the agenda included a public hearing concerning the above matter. A quorum of five members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Tom Minor.

Public Hearing Summary:

Mr. Calhoun summarized the staff analysis which recommended the C-3 rezoning be approved. There were no further questions for Calhoun.

Tom Minor, the petitioner's attorney, affirmed the details of the staff analysis. Eric Barr asked Minor if there was an expected timeframe for the project to which Minor stated that the petitioner plans to begin this project after completion of his current hotel development.

With no other comments heard for or against, this hearing closed at approximately 6:28pm.

Recommendation:

Chairman Lidderdale sought a motion on the requested C-3 rezoning. **Chris Shiflett then made a motion to approve the C-3 rezoning with the condition to require off-street parking on the subject property. Eric Barr then seconded the motion and a unanimous recommendation to approve the C-3 rezoning with a condition followed, 4-0.**

STAFF ANALYSIS
REZONING REQUEST
Unified Zoning Ordinance

ZONING CASE: Oakwood Property group is seeking to rezone from General Commercial (C-2) to Central Business District (C-3) three tracts of land (parcels 12-219-20-002, 003, 004) containing a total of 2.25-acres located at 203 S. Glenwood Avenue. **Two of the tracts comprising the subject property contain historic manufacturing structures:** The petitioner's proposal is to redevelop the subject property for the use of a restaurant and/or concert venue.

The surrounding uses and zoning are General Commercial to the north, east, and south. The subject property's entire western boundary is adjacent to the C-3 zone district across the railroad tracts.

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.

This area was once a thriving manufacturing location in the city. As manufacturing advanced in technology and scale through the years, however, these historic buildings were no longer capable of meeting modern demands. The majority of the subject property has been vacant or underutilized for many years. As Dalton's downtown continues to thrive with new investment and adaptive redevelopment, the proposed rezoning will enable said growth to continue. The C-3 rezoning would not alter the commercial character of the area, but rather create more flexibility regarding mixed-use and lot design. The character of the existing historic buildings blends well with the majority of Dalton's central business district.

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

The underlying commercial character of the subject property will not change if the C-3 rezoning is approved. In some ways, the number of permitted uses will decrease, which will further protect adjacent and surrounding property values in this area.

(C) Whether the subject property has a reasonable economic use as currently zoned, considering the suitability of the subject property for the proposed zoned uses.

The subject property is considered non-conforming due to issues related to the setbacks of the historic manufacturing structures. This rezoning will create the ability to bring the subject property into conformity and allow the petitioner more flexibility regarding future redevelopment of the subject property.

(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 (C-3) amendment, if adopted or approved, would result in a use which would or could cause an excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other utilities, as contrasted with the impact under the existing zoning.

This location is well-served with public utilities and infrastructure. The walkability of this area is well established with a network of interconnected sidewalks including the adjacent Gordon St. Bridge linking the subject property to the heart of Downtown Dalton. The only public infrastructure lacking in this area is that of adjacent public parking. While there are some public parking spaces in this area on the east side of the railroad, additional spaces will be necessary in order to provide parking for the proposed uses. A review of the subject property reveals ample space for additional off-street parking as needed.

(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 Downtown Town Center character area. The Downtown Town Center character area is intended to represent the City's central business district. The C-3 zone district is an excellent fit for this character area. Based on the location of the subject property, this rezoning would help to create a more consistent growth of the central business district.

(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 rezoning would shrink the C-2 zone district and enlarge the adjacent C-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. The subject property has been developed for many years, and the rezoning would enable the petitioner to reinvest and redevelop the subject property.

CONCLUSION:

The staff can provide a recommendation to approve the requested C-3 rezoning of the subject property based on the following factors:

1. The requested C-3 zone district does not pose a zoning or land use conflict based on multiple adjacent C-3 zoned properties.
2. Adverse economic impact in regard to the nearby or adjacent properties is not expected if the request is approved based on the existing C-3 zone district and overall commercial character of this area.
3. The requested C-3 zone district is good fit for this location based on the Comprehensive Plan's future development map and narrative based on the established zoning and development character of this area.

Conditions to consider:

1. Provide off-street parking for the proposed restaurant and concert venue.

Oakwood Property Group Rezoning Request

C-2, General Commercial

to

C-3, Central Business District

CITY OF DALTON JURISDICTION



ZONING DISTRICT

-  Medium Density Single Family Residential (R-3)
-  Rural Residential (R-5)
-  Transitional Residential (R-6)
-  General Commercial (C-2)
-  Central Business District (C-3)
-  Central Business District (C-3) Cond
-  Transitional Commercial (C-4)
-  Heavy Manufacturing (M-2)
-  Mixed Use (MU)

FEET
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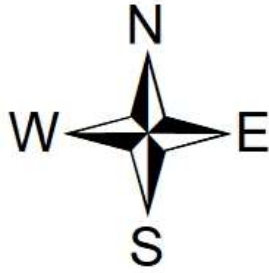
Oakwood Property Group Rezoning Request

C-2, General Commercial

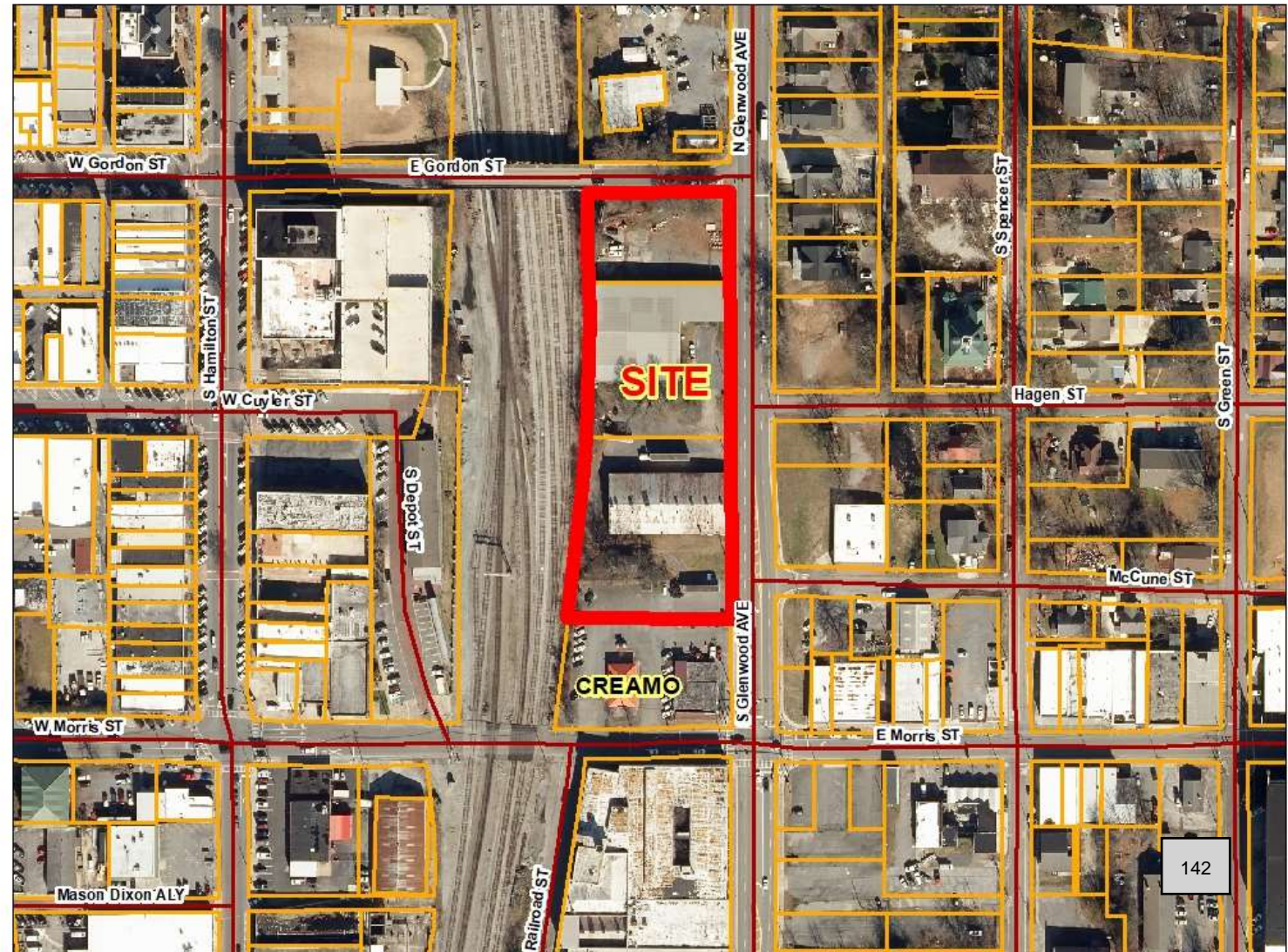
to

C-3, Central Business District

CITY OF DALTON JURISDICTION



FEET
200



Oakwood Property Group Rezoning Request

C-2, General Commercial

to

C-3, Central Business District

CITY OF DALTON JURISDICTION



FEET
200





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 10/2/23

Agenda Item: First Reading Ordinance 23-22 Donation Drop Boxes

Department: Administration

Requested By: Todd Pangle

Reviewed/Approved by City Attorney? Yes

Cost:

Funding Source if Not in Budget

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

First Reading Ordinance 23-22 An Ordinance To Regulate The Use And Placement Of Unattended Donation Drop Boxes Within The City Of Dalton; To Prohibit Use And Placement Except As Provided Herein; To Set Servicing Standards For Any Permitted Drop Box; To Provide Penalties For Violation; To Establish An Effective Date; And For Other Purposes.

**CITY OF DALTON
ORDINANCE**

ORDINANCE NO. 23-22

AN ORDINANCE TO REGULATE THE USE AND PLACEMENT OF UNATTENDED DONATION DROP BOXES WITHIN THE CITY OF DALTON; TO PROHIBIT USE AND PLACEMENT EXCEPT AS PROVIDED HEREIN; TO SET SERVICING STANDARDS FOR ANY PERMITTED DROP BOX; TO PROVIDE PENALTIES FOR VIOLATION; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Mayor and Council repealed by Ordinance No. 22-25 Article VIII “Donation Bins” of Chapter 26 “Businesses” being formerly Revised Code Sections 26-306, 26-307, 26-308, 26-309, 26-310, and 26-311 except as provided in Ordinance No. 22-25, and made no further provision for the use and placement of “Donations Bins” within the City of Dalton and now deems it in the public interest of health, safety and welfare to provide a limited regulatory scheme for use and placement of unattended donation drop boxes; and

WHEREAS, the Mayor and Council find it is necessary to regulate the placement of unattended donation drop boxes within the corporate limits of the City of Dalton in order to promote the community’s health, safety and welfare by regulating unattended donation boxes for clothing or other salvageable property; by ensuring the unattended donation boxes do not pose a hazard to pedestrians and vehicular traffic; by ensuring that materials are not allowed to accumulate outside of the unattended donation boxes where it is scattered by weather conditions, animal contacts, and human activities; and by ensuring regular servicing of the drop box to avoid unsightliness, attraction of vermin, and public health hazards;

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

-1-

The foregoing statements are findings of fact of the Mayor and Council.

No person shall place or use an unattended donation box or donation bin on any tract or parcel of land within the City of Dalton except as follows:

- i) On a tract or parcel of land where a non-profit Section 501 (c) (3) charitable organization maintains its principal location and place of business operation (not a property of a third person where the charitable organization only places an unattended drop box or donation bin);
- ii) For purposes of subparagraph (i) the non-profit charitable organization must:
 - a) hold an Occupational Tax Certificate and/or Certificate of Occupancy from the City of Dalton for the subject tract or parcel of land where the unattended drop box or donation bin is placed;
 - b) must place its unattended drop box or donation bin so as to abut its physical structure (i.e., cannot be located in a parking lot);
 - c) utilize an unattended drop box or donation bin large enough to hold all clothes or salvageable personal materials placed in the structure (i.e., meaning all donations that will not fit inside the unattended drop box or donation bin must be stored inside its building and not on the outside premises, such as furniture);
 - d) empty regularly the unattended drop box or donation bin so that there is no overflowing;
 - e) not utilize a donation bin or drop box exceeding five (5) feet in width by five (5) feet in depth by seven (7) feet in height; and
 - f) clearly identify on the face of the donation bin or drop box the specific items and materials requested for donation with a statement that the donation bin or drop box is not

intended for refuse disposal or liquids (i.e., “Do not use for garbage, candy or food wrappers, drink bottles, etc.”)

-3-

Violation of this Ordinance upon citation to the Municipal Court of the City of Dalton and finding of guilt may result in a fine not exceeding \$1,000.00 for any such violation.

-4-

This Ordinance shall be codified as Article VIII “DONATION BINS” in Chapter 26 “Business” in the 2001 Revised Code of the City of Dalton as Section 26-312 et. seq. as determined by the Code codifier.

-5-

- (a) If a violation of this Ordinance is documented, the operator of the donation drop box shall be responsible for ensuring compliance with the regulations of this section.
- (b) With the first violation of this Ordinance the operator of the donation drop box shall be required to provide a written plan to Code Enforcement, to ensure full compliance with the regulations contained in this section within five (5) days.
- (c) With the second violation of this Ordinance, the operator of the donation drop box shall be required to show records and logs for compliance with this Ordinance.
- (d) With the third or any additional violation of this Ordinance the operator of the donation drop box shall be required to remove the donation drop box from the property at the expense of the operator of the donation drop box within thirty (30) days of the notice of violation. The operator shall be suspended from having a donation drop box at this location for a period of five (5) years.

-6-

All Ordinances or parts of ordinances in conflict herewith are hereby repealed.

This Ordinance shall be effective after adoption by the Mayor and Council of the City of Dalton and it being published in two (2) public places for five (5) consecutive days thereafter.

SO ORDAINED this _____ day of _____, 2023.

ADOPTED AND APPROVED on the _____ day of _____ 2022 at the regular meeting of the Mayor and Council of the City of Dalton.

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 DOES/DOES NOT pass.

CITY OF DALTON

Mayor

ATTEST:

City Clerk

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 the _____ day of _____, 20____.

City Clerk