



**MAYOR AND COUNCIL MEETING
MONDAY, NOVEMBER 14, 2022
6:00 PM
DALTON CITY HALL**

A G E N D A

Call to Order

Pledge of Allegiance

Approval of Agenda

Public Hearing:

1. Proposed 2023 General Fund, Debt Service Fund, and Special Revenue Funds Budget

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

Minutes:

2. Mayor & Council Minutes of November 7, 2022

New Business:

3. City of Dalton Parks and Recreation General Construction Agreement with River City Athletic Fields for Heritage Point Park
4. City of Dalton Parks and Recreation General Construction Agreement with Dalton Fence for Heritage Point Park
5. City of Dalton Parks and Recreation Lease Agreement with Chattanooga Trailer and Rental
6. Traffic Control Change Request - No Parking on Both Sides of Portion of Lesley Drive
7. Traffic Control Change Request - All-Way-Stop at Lesley Drive Jennifer Court Intersection
8. Corrective Action Plan, Temporary Construction Easement & Permanent Drainage Easement - 1023 Roan Street & 407 Dantzler Avenue Drainage Swale Improvements
9. Arcadis Professional Services Task Order No. 006A Amendment for Stormwater Infrastructure Strategy Analysis for Threadmill Road Culvert Crossings
10. Contract with Northwet Georgia Paving for Asphalt Parking Lot Repairs for Dalton Fire Department Station Two

- [11.](#) Ordinance 22-27 The request of Dale Reed rezone from Transitional Residential (R-6) to Neighborhood Commercial (C-1) a tract of land totaling 0.48 acres located 709 Arbella Street, Dalton, Georgia. Parcel (12-161-01-018)
- [12.](#) Ordinance 22-28 The request of Benjamin Cordova to rezone from Heavy Manufacturing (M-2) to Transitional Residential (R-6) a tract of land totaling 0.59 acres located 1905 Abutment Road, Dalton, Georgia. Parcel (12-315-01-004)
- [13.](#) Ordinance 22-29 The request of David Armstrong to rezone from Low Density Single Family Residential (R-2) to Transitional Residential (R-6) a tract of land totaling 1.83 acres located at 1103 Walston Avenue, Dalton, Georgia. Parcel (12-197-01-035)
- [14.](#) Ratification of The WH Platts Finalized Quote for City Hall AV System Refresh Project
- [15.](#) (1) New 2022 Alcohol Beverage Application
- [16.](#) Tree Board Appointments:
 - Reappointment of Rita Norville for a 3-year term to expire 12/31/25.
 - Reappointment of Melva Purvis for a 3-year term to expire 12/31/25.
 - Appointment of Anna Verhoeff for a 3-year term to expire 12/31/25. Current member is David Potts.
 - Appointment of Robin Hasselberg for an unexpired 3-year term to expire 12/31/23. Current member is Dianne Atkins.

Supplemental Business:

Announcements:

Adjournment



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 11-14-22
Agenda Item: Public Hearing 2023 Budget
Department: Finance
Requested By: Cindy Jackson
Reviewed/Approved by City Attorney? No
Cost: \$0

Funding Source if Not in Budget

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

2023 Budget Presentation for General Fund, Debt Service Fund, and Special Revenue Funds.

PROPOSED 2023 BUDGET GENERAL FUND

City of Dalton
General Fund 2023 Budget

With Comparative Amounts - 2021 Actual and 2022 Adopted

	<u>Actual 2021</u>	<u>Adopted 2022</u>	<u>Requested 2023</u>	<u>% Change 2023 to 2022</u>
Revenues				
Taxes	\$ 21,979,338	\$ 21,363,000	\$ 23,967,000	12.19%
Licenses and permits	355,720	360,900	414,000	14.71%
Intergovernmental	343,871	734,700	746,700	1.63%
Charges for services	1,624,173	1,652,600	1,596,300	-3.41%
Fines and forfeitures	438,735	446,000	440,000	-1.35%
Investment income	42,980	120,000	400,000	233.33%
Miscellaneous	310,875	278,300	372,335	33.79%
Total Revenues	<u>25,095,692</u>	<u>24,955,500</u>	<u>27,936,335</u>	<u>11.94%</u>
EXPENDITURES				
General Government				
Elections	\$ 8,737	\$ -	\$ 8,750	0.00%
Legislative	125,867	154,000	132,565	-13.92%
Administrative	643,329	659,500	685,975	4.01%
City Clerk	310,932	367,530	390,810	6.33%
Finance	729,900	861,000	879,500	2.15%
Human Resources	436,837	528,350	490,675	-7.13%
Information Technology	478,580	567,300	644,340	13.58%
Building & Grounds	281,261	266,950	376,600	41.08%
Judicial				
Municipal Court	437,671	500,310	513,470	2.63%
Public Safety				
Fire	8,794,050	9,754,970	9,918,365	1.67%
Police	8,326,496	10,230,505	10,368,480	1.35%
Public Works & Infrastructure				
Public Works	6,912,894	7,893,055	8,607,955	9.06%
Infrastructure	300,928	35,000	35,000	0.00%
Recreation & Culture				
Recreation	3,308,530	3,791,780	3,837,170	1.20%
Payments to Other Agencies	355,200	355,200	355,200	0.00%
Health & Welfare				
Payments to Other Agencies	85,798	1,000	1,000	0.00%
Housing & Development				
Code Compliance	-	-	343,360	#DIV/0!
Payments to Other Agencies	295,000	372,500	407,500	9.40%
Contingency	<u>-</u>	<u>200,000</u>	<u>200,000</u>	<u>0.00%</u>
Total Expenditures	<u>31,832,010</u>	<u>36,538,950</u>	<u>38,196,715</u>	<u>4.54%</u>
OTHER FINANCING SOURCES & (USES)				
Proceeds from Sale of Capital Assets	-	5,000	2,000	0.00%
Transfers In	11,062,538	19,125,350	12,177,500	-36.33%
Transfers Out	(2,715,427)	(7,546,900)	(1,919,120)	-74.57%
Total Other Financing Sources (Uses)	<u>8,347,111</u>	<u>11,583,450</u>	<u>10,260,380</u>	<u>-11.42%</u>
Net Increase (Decrease) Fund Balance	<u>\$ 1,610,793</u>	<u>\$ -</u>	<u>\$ -</u>	

**REQUESTED 2023 BUDGET
DEBT SERVICE FUND**

**City of Dalton
Debt Service Fund
2023 Budget**

	Debt Service Fund
Revenues	
Interest income	\$ 200
Total Revenues	200
 Expenditures	
General government and administrative	17,800
Capital expenditures	-
Debt service - principle & interest	1,188,800
Total Expenditures	1,206,600
 (Deficiency) of Revenues (Under Expenditures)	(1,206,400)
 Other Financing Sources (Uses)	
Transfers in (out)	1,206,400
Proceeds from sale of capital assets	-
Total Other Financing Sources (Uses)	1,206,400
 Net Change in Fund Balance	\$ -

PROPOSED 2023 BUDGETS SPECIAL REVENUE FUNDS

City of Dalton
Special Revenue Funds
2023 Budgets

	Hotel Motel Tax	Confiscated Assets	Economic Development	CDBG Grant Fund	Airport Grant Fund
Revenues					
Hotel motel taxes	\$ 1,755,000	\$ -	\$ -	\$ -	\$ -
Forfeitures and seizures	-	50,000	-	-	-
Property taxes	-	-	-	-	-
PILOT payments	-	-	25,000	-	-
Intergovernmental - federal and state	-	-	-	356,000	649,600
Investment earnings	-	300	3,000	-	-
Total Revenues	<u>1,755,000</u>	<u>50,300</u>	<u>28,000</u>	<u>356,000</u>	<u>649,600</u>
Expenditures					
General government	-	-	-	53,400	683,800
Housing and development	-	-	2,100,000	231,400	-
Public safety	-	65,600	-	-	-
Public works and infrastructure	-	-	-	-	-
Health and welfare	-	-	-	71,200	-
Culture, recreation and tourism	1,077,500	-	-	-	-
Total Expenditures	<u>1,077,500</u>	<u>65,600</u>	<u>2,100,000</u>	<u>356,000</u>	<u>683,800</u>
(Deficiency) of Revenues (Under Expenditures)	<u>677,500</u>	<u>(15,300)</u>	<u>(2,072,000)</u>	<u>-</u>	<u>(34,200)</u>
Other Financing Sources (Uses)					
Transfers in (out)	(677,500)	-	-	-	34,200
Proceeds from sale of capital assets	-	6,000	-	-	-
Total Other Financing Sources (Uses)	<u>(677,500)</u>	<u>6,000</u>	<u>-</u>	<u>-</u>	<u>34,200</u>
Net Change in Fund Balance	<u>\$ -</u>	<u>\$ (9,300)</u>	<u>\$ (2,072,000)</u>	<u>\$ -</u>	<u>\$ -</u>

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
NOVEMBER 7, 2022

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

CALL TO ORDER

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

APPROVAL OF AGENDA

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

PROCLAMATION

"Small Business Saturday" - November 26, 2022 - Candace Eaton, DDDA

The Mayor and Council proclaimed November 26, 2022 as "Small Business Saturday" in the City of Dalton and urged citizens to support small businesses and merchants on Small Business Saturday and throughout the year.

PUBLIC COMMENTARY

There were no Public Comments.

SPECIAL PRESENTATION

Code Compliance Brief - Jake Hollis

Code Compliance Officer Jake Hollis presented a PowerPoint Presentation to the Mayor and Council reviewing Code Compliance in the City of Dalton outlining the transition from Code Enforcement to Code Compliance, Caseloads and updates. A copy of this presentation is a part of these minutes.

MINUTES

The Mayor and Council reviewed the Regular Meeting Minutes of October 17, 2022. On the motion of Council member Sams, second Council member Goodlett, the minutes were approved. The vote was unanimous in favor.

The Mayor and Council reviewed the Work Session Minutes of October 28, 2022. On the motion of Council member Sams, second Council member Farrow, the minutes were approved. The vote was unanimous in favor.

COMCATE SOFTWARE AGREEMENT FOR CODE COMPLIANCE

City Administrator Andrew Parker presented the Comcate Software Agreement for Code Compliance in the amount of \$7300.00. Parker stated this solution will allow Code Compliance staff to automate case management, access, track and manage municipal code violations and schedule follow up are a few of the highlights of this software. On the motion of Council member Mock, second Council member Sams, the Mayor and Council approved the purchase of the software. The vote was unanimous in favor.

ADOPTION OF THE 2022 MILLAGE RATE AT THE ROLLBACK RATE OF 2.207 MILLS

CFO Cindy Jackson presented the 2022 millage rate at the rollback rate of 2.207 mills. Jackson stated this is the equivalent to the rollback millage rate. On the motion of Council member Mock, second Council member Goodlett, the Mayor and Council approved the 2022 millage rate. The vote was unanimous in favor.

2023 CONTRACT WITH THE DALTON CONVENTION CENTER FOR MUNICIPAL COURT

Municipal Court Judge Rob Cowan presented the 2023 Contract with the Dalton Convention Center for Municipal Court. Cowan stated the contract is on a month to month basis at a rate of \$637.75 per day. Cowan stated that Court is held each Monday. On the motion of Council member Farrow, second Council member Sams, the Mayor and Council approved the contract. The vote was unanimous in favor.

RIGHT OF WAY ENCROACHMENT REQUEST FOR SIGNAGE INSTALLATION -NORTH GEORGIA NATIONAL BANK

Public Works Director Chad Townsend presented a Right of Way Encroachment Request for Signage Installation for North Georgia National Bank at 1412 Chattanooga Avenue. Townsend stated there is an existing sign that was damaged and this sign will be erected in the same location. On the motion of Council member Mock, second Council member Goodlett, the Mayor and Council approved the request. The vote was unanimous in favor.

CONTRACT CHANGE ORDER REQUEST - WALNUT NORTH CENTRIFUGAL SPIN CAST CONCRETE PIPE LINING PROJECT

Public Works Director Chad Townsend presented a Contract Change Order Request SP189 Walnut North Centrifugal Spin Cast Concrete Pipe Lining Project in the amount of \$5342.00 for performance and payment bonds for the project. On the motion of Council member Mock, second Council member Goodlett, the Mayor and Council approved the Change Order. The vote was unanimous in favor.

2023 (1) NEW ALCOHOL BEVERAGE APPLICATION

On the motion of Council member Sams, second Council member Mock, the Mayor and Council approved the following application:

Business Owner:	Dagoberto Hernandez, LLC
d/b/a:	Taqueria el Rey #2
Applicant:	Nancy Hernandez
Business Address:	1215 N. Thornton Ave.
License Type:	Pouring Beer (Restaurant)
Disposition:	New

The vote was unanimous in favor.

ANNOUNCEMENTS

The City Council Meeting scheduled for Monday, November 21, 2022 has been rescheduled for Monday, November 14, 2022. City offices will be closed Thursday, November 24 and Friday, November 25, 2022 for the Thanksgiving holidays.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 6:15 p.m.

Bernadette Chattam
City Clerk

David Pennington, Mayor

Recorded
Approved: _____
Post: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: November 14, 2022

Agenda Item: City of Dalton Parks and Recreation General Construction Agreement with River City Athletic Fields

Department: Recreation

Requested By: Caitlin Sharpe

Reviewed/Approved by City Attorney? Yes

Cost: \$66,000

Funding Source if Not in Budget 2022 Capital Improvement Fund

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

The request for proposals for Heritage Point Park – Infield Renovations was advertised on September 14, 2022. Proposals were received and reviewed on October 17, 2022. River City Athletic Fields provided a proposal to complete the required work listed in the Request for Proposals for the amount of \$66,000.

Funding will be provided through the 2022 Capital Improvement Fund.

The construction agreement has been reviewed and approved by the City Attorney's office. The agreement has been signed by the contractor.

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

THIS GENERAL CONSTRUCTION AGREEMENT is made and entered into on this 14th day of November 2022 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and River City Athletic Fields, hereinafter referred to as "CONTRACTOR".

WHEREAS, CITY owns certain real Property located at 1275 Cross Plains Trail, Dalton, GA 30721 upon which the Parks and Recreation Department operates Heritage Point Park; and

WHEREAS, CITY desires to renovate the infields of all ten fields; and

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

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

1. CONSTRUCTION SITE: The real property upon which the project shall be constructed is located at 1275 Cross Plains Trail, Dalton, GA 30721, hereinafter "subject property".

2. USE OF PROPERTY: CONTRACTOR shall have use and possession of the subject property at the following days and times to complete the project:

Days: 7 days a week if needed.

Time of day: All daylight hours as needed and scheduled.

In the event that CONTRACTOR should desire to use the subject property on additional dates or times, CONTRACTOR shall obtain written authorization from the Director of the Parks and Recreation Department or their designee. CONTRACTOR shall not restrict the public use of or access to the subject property except as may be authorized by the Director. The subject property shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the subject property. The subject property shall be used for construction of the subject project and related storage only and not for any other commercial operations. The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents or other dangerous materials is prohibited except that such materials may be kept

and stored in proper receptacles and secured from access by the public at the subject property during construction as may be necessary for use in the operation of CONTRACTOR for completion of the subject project. Any such substances shall be delivered in such amount, and stored and used only as approved by the CITY and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

3. PROJECT: The CONTRACTOR shall complete the project and perform the services specified in the Request for Proposals for Heritage Point Park – Infield Renovations which is included herein by reference and the specifications provided in the CONTRACTOR's proposal attached hereto as Exhibit "A", hereinbefore and after "the project".

4. DATE OF COMMENCEMENT: The CONTRACTOR shall commence work on the project on November 21nd, 2022.

5. DATE OF COMPLETION: The CONTRACTOR shall complete the project on or before January 6th, 2022.

6. CONTRACT SUM: The CITY shall pay to CONTRACTOR the total sum of \$ 66,000.00 Dollars for the complete performance of the project and terms of this Agreement. In addition, CITY shall pay to CONTRACTOR for any additional work performed pursuant to any mutually agreed to change orders. All change orders shall be in writing signed by both parties.

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

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

9. SURRENDER OF subject property: CONTRACTOR shall, no later than 5 days after completion of the project, surrender possession of the subject property and remove all vehicles, equipment, supplies, construction debris, waste and refuse from the subject property. CONTRACTOR shall reimburse CITY for the cost of removal of any such items remaining on the subject property after 5 days. CITY may have any such items stored at CONTRACTOR'S risk and expense. All personal property of CONTRACTOR, or SUBCONTRACTOR, remaining on the subject property or in possession of

the CITY after 30 days shall be deemed abandoned by the CONTRACTOR, or the SUBCONTRACTOR, and may be disposed of by CITY without liability to CONTRACTOR, or SUBCONTRACTOR. All permanent improvements to the subject property shall become the Subject property of the CITY.

10. CITY COVENANTS: CITY covenants and agrees:

- (a) to provide all available information, data, reports, records and maps of or to which CITY has possession or control which are necessary for CONTRACTOR to perform the scope of services provided for herein;
- (b) to provide reasonable assistance and cooperation to CONTRACTOR in obtaining any information or documentation which are necessary for CONTRACTOR to perform the scope of services provided for herein;
- (c) to designate a representative authorized to act on the CITY's behalf with respect to the project. Unless otherwise provided, said CITY representative shall be the Director of Parks and Recreation Department;
- (d) to permit access to the subject property and obtain permission to access necessary private property for CONTRACTOR to complete the scope of services;
- (e) to provide reasonable assistance to CONTRACTOR in applying for and obtaining any necessary Federal, State or local government permits for the scope of services;

11. CONTRACTOR COVENANTS: CONTRACTOR covenants and agrees:

- (a) to perform the scope of services in a skilled, qualified, and professional manner, using that degree of care and skill ordinarily exercised by contractors practicing in the same or similar field;
- (b) to use only employees and subcontractors qualified to complete the work with sufficient experience on same or substantially similar projects;
- (c) to use only properly licensed employees or subcontractors for any work requiring a specialty, occupational, or professional license issued by the State of Georgia;
- (d) to designate a representative authorized to act on the CONTRACTOR's behalf with respect to the project.
- (e) to use the subject property in a safe, careful and lawful manner;

- (f) to promptly report in writing to CITY any unsafe or defective condition of the subject property and any adverse site condition, which shall include but not be limited to limited access, extremely dense vegetation, subsurface conditions, damaged property, or existing utilities, that may adversely affect CONTRACTOR's ability to complete the scope of services or other terms of this Agreement;
- (g) to promptly report in writing to CITY any damage to or injuries sustained on the subject property and to promptly repair any damage to the subject property which is made necessary by any act of CONTRACTOR, its employees, agents, subcontractors, or invitees;
- (h) to keep the subject property in a clean and orderly condition and to remove any personal property of CONTRACTOR upon completion of the project, and require all SUBCONTRACTOR's to do the same unless otherwise permitted by the CITY;
- (i) to perform all work on the project in a good and workmanlike manner, free from faults and defects, and in conformance with the terms of this Agreement;
- (j) to determine the appropriate method, details and means of performing the scope of services provided by this Agreement;
- (k) to exercise the ordinary standard of care in complying with the laws, codes, and regulations applicable to the CONTRACTOR's services;
- (l) to exercise diligence and to complete delivery of the scope of services in a timely manner consistent with the exercise of due care;
- (m) to attend meetings to make presentations or to otherwise review the progress of the work as set out in the scope of services at the reasonable request of the CITY;
- (n) to prepare and submit to the CITY reports required by the scope of services or upon the written request of the CITY.
- (o) to keep the subject property in a clean and orderly condition and to protect from loss, damage or theft any supplies or materials necessary for completion of the project;
- (p) to permit CITY and its employees and agents access to the subject property at all reasonable times for the purposes of making repairs, inspecting the subject property, and inspecting the progress of the project;
- (q) to use only new materials appropriate for completion of the project;

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

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

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

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

(a) General Liability Coverage - General Liability policy with a minimum limit of \$1,000,000.00 per occurrence for bodily injury and property damage.

(b) Workers' Compensation Coverage – Workers' Compensation policy with the following minimum limits:

(1) Workers' Compensation statutory limits;

(2) Employer's Liability:

a. Bodily Injury by Accident - \$100,000.00

b. Bodily Injury by Disease - \$500,000.00 policy limit

c. Bodily Injury by Disease - \$100,000.00 each employee.

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

(c) Auto Liability Coverage – Auto Liability policy with a combined single limit of \$1,000,000.00 per occurrence for bodily injury and property damage, if motor vehicle is used in performance of scope of services. Comprehensive form covering all owned, non-owned, and hired vehicles.

- (d) Property Coverage or Builder's Risk Coverage - Property Coverage or Builder's Risk policy with a minimum equal to or greater than the existing building value for renovations, equal to or greater than the total cost of construction per contract for new construction, and equal to or greater than the existing building value being renovated plus the total cost of new construction per contract for mixed renovation and new construction.

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

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

16. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Agreement shall nor be construed to be a waiver thereof, not affect the validity of any part of this Agreement or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Agreement shall be held to be a waiver of any other default and breach.

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

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

Such notice to CONTRACTOR shall be mailed to: River City Athletic Fields
PO Box 685
Soddy Daisy, TN 37379

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

18. CONTRACT DOCUMENTS: This Agreement shall include the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Addenda relating to bidding and proposal requirements, and any other written information provided by the CITY in anticipation

of receiving bids or proposals, if any, except as specifically excluded herein, and the CONTRACTOR'S bid or proposal. The terms of this Agreement shall supersede any terms in the above-referenced documents in direct conflict with the terms of this Agreement.

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

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

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

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

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

22. BONDS: CONTRACTOR shall provide and maintain the types and amounts of bonds as required by the City of Dalton Request for Proposals for Heritage Point Park - Infield Renovations.

23. MISCELLANEOUS PROVISIONS:

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

(b) Successors and Assigns. This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. CONTRACTOR shall not assign its rights or obligations under

this Agreement without the prior written consent of the CITY.

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

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

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

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

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

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

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

(Signatures on the NEXT page.)

BY: _____

CONTRACTOR:

River City Athletic Fields

By: _____

Title: _____

Manager

CITY OF DALTON, GEORGIA

By: _____


MAYOR

Attest: _____

CITY CLERK

Exhibit “A”

The City of Dalton
Parks and Recreation Department
INVITATION TO SEALED COMPETITIVE PROPOSAL – advertised on 9/14/2022
Sealed Envelope shall be marked with the following information:
“Heritage Point Park – Infield Renovations”

SCHEDULE OF EVENTS	
Mandatory Pre-RFP Conference and site visit – Heritage Point Complex	11:00 AM October 3, 2022
Deadline for request for clarifications and questions. Any possible exceptions to the bid specification and/or terms and conditions should be addressed during this phase. These requests will be answered in an addendum and must be emailed to: csharpe@daltonga.gov	3:00 PM October 10, 2022
Sealed competitive proposals will be accepted until the due date and time. Any late submittals received will not be considered. Proposals must be submitted to The City of Dalton Finance Department located at 300 West Waugh Street, Dalton, Georgia, 30720.	4:00 PM October 17, 2022
THIS FORM MUST BE SIGNED AND SUBMITTED TO BE CONSIDERED FOR AWARD	
COMPANY NAME: River city Athletic Field	DATE: 10/11/22
MAILING ADDRESS: PO 695 Sally Leisy TN	PHONE: 423-580-1431
CITY: Sally Leisy	FAX:
STATE: TN	ZIP: 37374
SSN OR FEDERAL TAX ID: 414-53-1143	EMAIL: Alex@RivercityAthleticFields.com
TITLE OF AUTHORIZED REPRESENTATIVE: Owner	PRINTED NAME: Alex Leisy
AUTHORIZED SIGNATURE: 	

*The posting of additional addenda may be required, and it is the responsibility of the Offeror to ensure that they review the City's website for any additional addenda, and that they submit acknowledgement of all applicable addenda (on the included form) with their solicitation. Offeror should not expect to be individually notified by the City of Dalton.

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DALTON SOCCER COMPLEX PROJECT

Division 0 – Bid Requirements

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NAME OF PROJECT: “Heritage Point Park – Infield Renovations”

NAME OF OWNER: THE CITY OF DALTON, GEORGIA

THE CITY OF DALTON (the “City”), pursuant to the provisions of O.C.G.A. § 36-91-1, *et seq.*, herein seeks sealed competitive Proposals from Contractors for the construction of the: **“Heritage Point Park – Infield Renovations”**, located at 1275 Cross Plains Trail, Dalton, GA, 30721 (hereafter “the Project”).

The requirements for construction of the Project, and the duties and responsibilities of the contractor whose Proposal is accepted, are set forth in the Request for Proposals issued by the City. In general, the successful contractor will be required to renovate the infields of Heritage Point Park Fields as stated in the instructions for proposers. Contractors interested in submitting Proposals must obtain Request for Proposals (RFP) on City’s website

<https://www.daltonga.gov/rfps>

Caitlin Sharpe, csharpe@daltonga.gov will be contact person for questions. **All Proposers are required to email Caitlin Sharpe to be added to the Plan Holders list.**

Included in RFP packet will be Instructions to Proposers, Proposal Form which must be fully completed and submitted along with Bid Bond, and Executed E-Verify affidavit.

Proposals not including executed E-verify affidavit will be automatically rejected. The

Contract Documents require, among other things, the furnishing of all materials, labor, and equipment for construction of the Project. The City reserves the right to make available other relevant documents or information concerning the Project.

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

Any Contractor that intends to submit a proposal must complete the City of Dalton Vendor Packet and be an approved active Vendor with the City. Applications can be obtained from the Finance Department or online at <https://www.daltonga.gov/finance/page/vendor-packets>. For any work requiring a specialty or professional license, only licensed subcontractors may be submitted for consideration, and copies of all applicable licenses shall be attached to the Contractor's proposal.

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

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

- A. The contractor's proposed lump sum of contract price for full and complete construction of the Project in conformity with all requirements of the Contract Documents. (60 Points)
- B. The installer's qualifications, experience, and references in constructing and completing similar projects on schedule and within budget including at least five projects comparable in size and scope to this project. (30 Points)
- C. The completeness and accuracy of proposals. (10 Points)

All Proposals must include the label on the last page of this document on the front of their RFP package. This label must be affixed to the outside of the envelope or package. Failure to attach the label may result in your Proposal being opened in error or not routed to the proper location for consideration. No RFP will be accepted after the date and time specified. Document should be received by the City of Dalton Finance Department located at 300 West Waugh Street, Dalton, Georgia 30720 no later than October 14, 3:00 PM

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

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

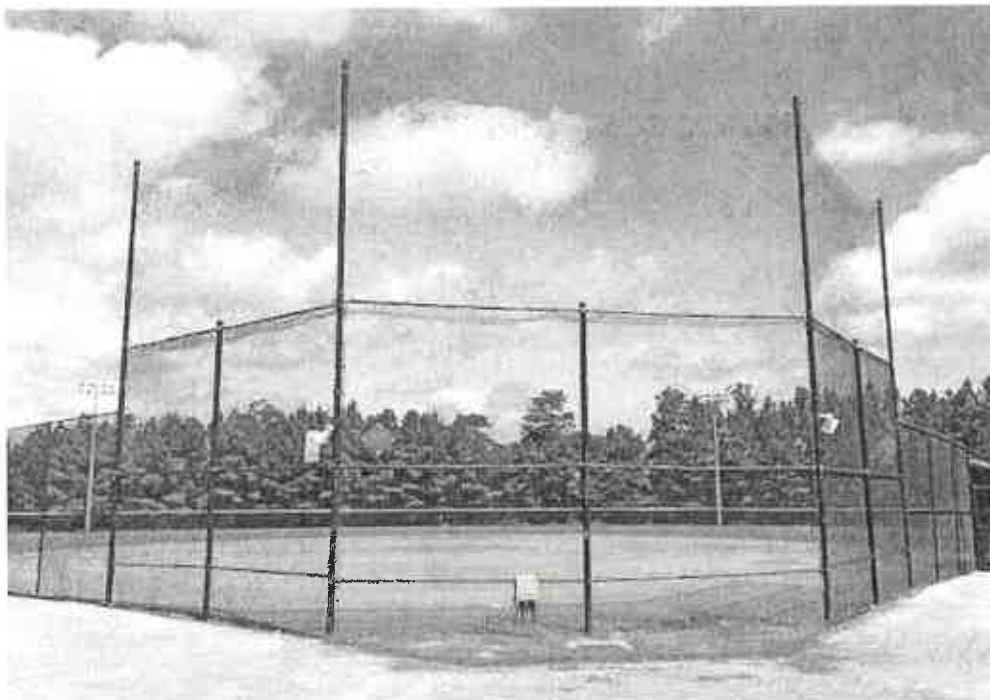
Any Proposal submitted in response to this Request shall remain open for acceptance by the City, and same shall be honored by the contractor, for a period of one hundred eighty (180) days from the date set forth hereinabove for the receipt of Proposals. Any questions or comments concerning this Request for Proposals should be addressed in writing to The City of Dalton Finance Department, 300 West Waugh Street, Dalton, Ga 30720.

SECTION 00020: INSTRUCTIONS TO PROPOSERS / SCOPE OF WORK

NAME OF PROJECT: “Heritage Point Park – Infield Renovations”

NAME OF OWNER: THE CITY OF DALTON, GEORGIA

1275 Cross Plains Trail, Dalton, GA, 30721



Project Details

- Edge and remove rear lips on infield
- Till and laser grade infields
- Install 25-ton saf coat per infield
- Remove lip between infield and outfield
 - 10 fields to be renovated
 - 7 fields at approx. 10,600 sq. ft. each
 - 3 fields at approx. 16,500 sq. ft. each

Before submitting an RFP, the Contractor shall be responsible for reviewing the RFP and Specifications and visiting each work location. Each Contractor shall fully inform himself/itself, prior to submitting its RFP, as to all existing conditions and limitations under which the work is to be performed and shall include in the RFP a total sum to cover all costs of materials and labor to perform the work as set forth in the RFP and Specifications.

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

Installer's Qualifications: The Contractor's proposal shall include the qualifications of its installer. Include a minimum of five similar installations.

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

Lump Sum Price:

On the attached proposal form, provide the lump sum price for a complete installation as described in the Contractor's proposal.

Form of Agreement:

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

SECTION: 00080 PROPOSAL FORM**EXHIBIT "A"****NAME OF PROJECT: "Heritage Point Park – Infield Renovations"****NAME OF OWNER: THE CITY OF DALTON, GEORGIA****NAME OF PROPOSED CONTRACTOR: River City Athletic Field (The "Contractor")**

THE CITY OF DALTON (the "City"), pursuant to the provisions of O.C.G.A. § 36-91-1, *et seq.*, herein seeks competitive Proposals from Contractors for the construction of the: **"Heritage Point Park – Infield Renovations"** located 1275 Cross Plains Trail, Dalton, GA, 30721 (the "Project"). This Proposal is submitted in response to the City's Request for Proposals dated 9/06/2022.

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

Contractor submits herewith its duly executed affidavit in accordance with the applicable Federal work authorization program. Contractor acknowledges that upon execution of any contract with the City, said affidavit shall be deemed a public record to the extent provided by Georgia law.

The Contractor further acknowledges that the Contract Documents provide no incentive provisions for early Completion of the Work.

A. Base Proposal

The Contractor proposes to properly renovate the infield of each field to meet safety standards in conformity with all requirements of the RFP and furnish all necessary labor, material and equipment for such construction, and, furthermore, to fully, completely, and strictly perform all obligations of the Contractor as set forth in the Contract Documents, for the lump sum contract price of \$66,000 -- Sixty six thousand dollars only.

Said lump sum contract price is allocated, in its entirety, to the following elements of the work:

(Proposer to hold pricing for sixty days for scheduled tournaments to be completed – expected date of completion is November 20, 2022)

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

The Contractor proposes and agrees to commence actual construction (i.e., physical work) on site with adequate management, labor, materials and equipment within ten (10) days after receipt of Notice to Proceed and prosecute the Work diligently and faithfully to completion within the required Contract Time. Prior to commencing such Work, and prior to the issuance of the Notice to Proceed, Contractor shall furnish to the City duly executed Payment and Performance Bonds complying with all requirements of the Contract Documents along with Certificates of Insurance demonstrating that all required coverages are in place. Contractor submits herewith its executed Bid Bond in accordance with the requirements of the City as set forth in the Instruction to Proposers.

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

[CONTRACTOR]

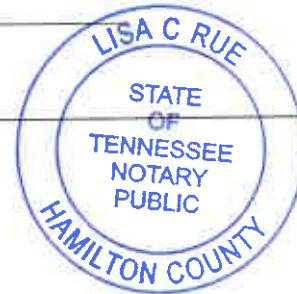
By: Russell Amherfield [Signature] [SEAL]

Witness: [Signature] [SEAL]

Sworn and subscribed to before me this 17 day of October, 2022.

NOTARY PUBLIC: [Signature]

Commission Expirations: 11.25.24



STATE OF GEORGIA
WHITFIELD COUNTY
CITY OF DALTON

VENDOR AFFIDAVIT AND AGREEMENT (E-Verify)

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Dalton, Georgia has registered with and is participating in a federal work authorization program and will continue using the program throughout the contract period in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

The undersigned contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Dalton, Georgia of which this affidavit is a part, the undersigned contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 through the subcontractor's execution of the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.02 or a substantially similar subcontractor affidavit. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Dalton, Georgia at the time the subcontractor(s) is retained to perform such service.

FURTHER AFFIANT SAYETH NOT.

BY: [Signature] Date 10/11/22 Authorization Date for EEV Program 2/13/19
Contractor Name River City Athletic Fields Employment Eligibility (EEV) # 564154

[Signature]
Title of Authorized Officer or Agent of Contractor

Alex Vaylen
Printed Name of Authorized Officer or

Agent Sworn to and subscribed before me

This 17 day of October, 2022

[Signature]
Notary Public

My Commission Expires: 11-25-24

*MUST BE NOTARIZED



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

Checklist for Bid Documents

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

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

Addenda Acknowledgement

Failure to acknowledge any addenda will result in a non-responsive bid.

The vendor has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

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

Company's Name:

River City Athletic Field Date: 10/11/22

Authorized Representative's Name: Alex Vaughn

Authorized Representative's Signature: 

Professional Fields

Tennessee Titans
Terry Porch
615-565-4000

Chattanooga Lookouts
Rich Mozingo
423-598-2923

Jackson Generals
Marty Wallace
615-418-3192

Nashville Sounds
Thomas Trotter
864-918-9185

College Fields

University of Tennessee
Darren Seybold
865-974-1000

University of Memphis
Ben Waits
901-734-9294

Johnson University
Ben Fair
317-626-1893

Austin Peay State University
Gary McClure
931-302-7444

Lee University

Mark Brew
423-284-0038

Bryan College
Taylor Hasty
423-298-8021

Northwest Oklahoma State University
Jason Anderson
256-702-2384

Cleveland State Community College
Mike Policastro
423-322-1465

Southern Arkansas University
Steve Browning
501-912-2198

High School Fields

Rome high school
Coach Johnson
423-447-7838

Sequatchie county high
Wayne Snyder
423-605-0942

Hixson High School
John Plumlee
423-838-3038

Soddy Daisy High School
Jared Hensley
423-667-0870

Collierville High School
Coach Manaire
901-210-1428

Parks and Rec

Mcminnville Park and Recreation

Justin Scott

931-703-7821

Dalton Parks and Rec.

Steve Knoblett

706-463-2086

Soddy Daisy Kids Club

Michael Jenkins

423-595-8272

Middle Valley Recreation

Matt Nunley

423-400-3246

Camp Jordan

Adam Wilson

423-551-0538

Equipment List

Kubota M6060 Tractor

Kubota L3530 Tractor

G2 Turftools Turfplaner Equipped with Dual Lasers

7 Ft Level Best Laser Grade Box

Kubota I4700 Tractor

6 John Deere 2020 Pro Gators

Bobcat T190

John Deere 3320 Tractor

Kubota svl75-2 skidsteer

6 ft. Level best Grade Box

Kwmi 42 inch Sod Track Installer

Kubota L4760 Tractor

Mahindra 5010 Tractor

G2 Turf Tools Roller

8 ft level best dual laser grade box

14 ft. dump trailer

12 ft. dump trailer

John Deere aercore 1500

Ryan Lawnaire

Toro Pro Core 64



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: November 14, 2022

Agenda Item: City of Dalton Parks and Recreation General Construction Agreement with Dalton Fence

Department: Recreation

Requested By: Caitlin Sharpe

Reviewed/Approved by City Attorney? Yes

Cost: \$135,000

Funding Source if Not in Budget Hotel-Motel Tax

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

Request for proposals for Heritage Point Park – Backstop Fence and Netting Replacement was advertised on September 14, 2022. Proposals were received and reviewed on October 17, 2022. Dalton Fence provided a proposal to complete the required work listed in the Request for Proposals for the amount of \$135,000.

Funding will be provided through revenues from Hotel-Motel Tax.

The construction agreement has been reviewed and approved by the City Attorney's office. The agreement has been signed by the contractor.

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

THIS GENERAL CONSTRUCTION AGREEMENT is made and entered into on this 14th day of November 2022 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Dalton Fence, hereinafter referred to as "CONTRACTOR".

WHEREAS, CITY owns certain real Property located at 1275 Cross Plains Trail, Dalton, GA 30721 upon which the Parks and Recreation Department operates Heritage Point Park; and

WHEREAS, CITY desires to renovate the backstop fencing and netting on all ten fields; and

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

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

1. **CONSTRUCTION SITE:** The real property upon which the project shall be constructed is located at 1275 Cross Plains Trail, Dalton, GA 30721, hereinafter "subject property".

2. **USE OF PROPERTY:** CONTRACTOR shall have use and possession of the subject property at the following days and times to complete the project:

Days: 7 days a week if needed.

Time of day: All daylight hours as needed and scheduled.

In the event that CONTRACTOR should desire to use the subject property on additional dates or times, CONTRACTOR shall obtain written authorization from the Director of the Parks and Recreation Department or their designee. CONTRACTOR shall not restrict the public use of or access to the subject property except as may be authorized by the Director. The subject property shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the subject property. The subject property shall be used for construction of the subject project and related storage only and not for any other commercial operations. The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint

and solvents or other dangerous materials is prohibited except that such materials may be kept and stored in proper receptacles and secured from access by the public at the subject property during construction as may be necessary for use in the operation of CONTRACTOR for completion of the subject project. Any such substances shall be delivered in such amount, and stored and used only as approved by the CITY and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

3. PROJECT: The CONTRACTOR shall complete the project and perform the services specified in the Request for Proposals for Backstop Fencing and Netting Replacement for Heritage Point Park which is included herein by reference and the specifications provided in the CONTRACTOR's proposal attached hereto as Exhibit "A", hereinbefore and after "the project".

4. DATE OF COMMENCEMENT: The CONTRACTOR shall commence work on the project on November 21nd, 2022.

5. DATE OF COMPLETION: The CONTRACTOR shall complete the project on or before January 26th, 2022.

6. CONTRACT SUM: The CITY shall pay to CONTRACTOR the total sum of \$ 135,000.00 Dollars for the complete performance of the project and terms of this Agreement. In addition, CITY shall pay to CONTRACTOR for any additional work performed pursuant to any mutually agreed to change orders. All change orders shall be in writing signed by both parties.

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

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

9. SURRENDER OF subject property: CONTRACTOR shall, no later than 5 days after completion of the project, surrender possession of the subject property and remove all vehicles, equipment, supplies, construction debris, waste and refuse from the subject property. CONTRACTOR shall reimburse CITY for the cost of removal of any such items remaining on the subject property after 5 days. CITY may have any such items stored at CONTRACTOR'S risk and expense. All personal property of

CONTRACTOR, or SUBCONTRACTOR, remaining on the subject property or in possession of the CITY after 30 days shall be deemed abandoned by the CONTRACTOR, or the SUBCONTRACTOR, and may be disposed of by CITY without liability to CONTRACTOR, or SUBCONTRACTOR. All permanent improvements to the subject property shall become the Subject property of the CITY.

10. CITY COVENANTS: CITY covenants and agrees:

- (a) to provide all available information, data, reports, records and maps of or to which CITY has possession or control which are necessary for CONTRACTOR to perform the scope of services provided for herein;
- (b) to provide reasonable assistance and cooperation to CONTRACTOR in obtaining any information or documentation which are necessary for CONTRACTOR to perform the scope of services provided for herein;
- (c) to designate a representative authorized to act on the CITY's behalf with respect to the project. Unless otherwise provided, said CITY representative shall be the Director of Parks and Recreation Department;
- (d) to permit access to the subject property and obtain permission to access necessary private property for CONTRACTOR to complete the scope of services;
- (e) to provide reasonable assistance to CONTRACTOR in applying for and obtaining any necessary Federal, State or local government permits for the scope of services;

11. CONTRACTOR COVENANTS: CONTRACTOR covenants and agrees:

- (a) to perform the scope of services in a skilled, qualified, and professional manner, using that degree of care and skill ordinarily exercised by contractors practicing in the same or similar field;
- (b) to use only employees and subcontractors qualified to complete the work with sufficient experience on same or substantially similar projects;
- (c) to use only properly licensed employees or subcontractors for any work requiring a specialty, occupational, or professional license issued by the State of Georgia;
- (d) to designate a representative authorized to act on the CONTRACTOR's behalf with respect to the project.
- (e) to use the subject property in a safe, careful and lawful manner;

- (f) to promptly report in writing to CITY any unsafe or defective condition of the subject property and any adverse site condition, which shall include but not be limited to limited access, extremely dense vegetation, subsurface conditions, damaged property, or existing utilities, that may adversely affect CONTRACTOR's ability to complete the scope of services or other terms of this Agreement;
- (g) to promptly report in writing to CITY any damage to or injuries sustained on the subject property and to promptly repair any damage to the subject property which is made necessary by any act of CONTRACTOR, its employees, agents, subcontractors, or invitees;
- (h) to keep the subject property in a clean and orderly condition and to remove any personal property of CONTRACTOR upon completion of the project, and require all SUBCONTRACTOR's to do the same unless otherwise permitted by the CITY;
- (i) to perform all work on the project in a good and workmanlike manner, free from faults and defects, and in conformance with the terms of this Agreement;
- (j) to determine the appropriate method, details and means of performing the scope of services provided by this Agreement;
- (k) to exercise the ordinary standard of care in complying with the laws, codes, and regulations applicable to the CONTRACTOR's services;
- (l) to exercise diligence and to complete delivery of the scope of services in a timely manner consistent with the exercise of due care;
- (m) to attend meetings to make presentations or to otherwise review the progress of the work as set out in the scope of services at the reasonable request of the CITY;
- (n) to prepare and submit to the CITY reports required by the scope of services or upon the written request of the CITY.
- (o) to keep the subject property in a clean and orderly condition and to protect from loss, damage or theft any supplies or materials necessary for completion of the project;
- (p) to permit CITY and its employees and agents access to the subject property at all reasonable times for the purposes of making repairs, inspecting the subject property, and inspecting the progress of the project;
- (q) to use only new materials appropriate for completion of the project;

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

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

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

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

(a) General Liability Coverage - General Liability policy with a minimum limit of \$1,000,000.00 per occurrence for bodily injury and property damage.

(b) Workers' Compensation Coverage – Workers' Compensation policy with the following minimum limits:

(1) Workers' Compensation statutory limits;

(2) Employer's Liability:

a. Bodily Injury by Accident - \$100,000.00

b. Bodily Injury by Disease - \$500,000.00 policy limit

c. Bodily Injury by Disease - \$100,000.00 each employee.

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

(c) Auto Liability Coverage – Auto Liability policy with a combined single limit of \$1,000,000.00 per occurrence for bodily injury and property damage, if motor vehicle is used in performance of scope of services. Comprehensive form covering all owned,

non-owned, and hired vehicles.

- (d) Property Coverage or Builder's Risk Coverage - Property Coverage or Builder's Risk policy with a minimum equal to or greater than the existing building value for renovations, equal to or greater than the total cost of construction per contract for new construction, and equal to or greater than the existing building value being renovated plus the total cost of new construction per contract for mixed renovation and new construction.

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

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

16. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Agreement shall nor be construed to be a waiver thereof, not affect the validity of any part of this Agreement or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Agreement shall be held to be a waiver of any other default and breach.

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

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

Such notice to CONTRACTOR shall be mailed to: Dalton Fence
1191 Piney Ridge Rd. SE
Dalton, GA 30721

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

18. CONTRACT DOCUMENTS: This Agreement shall include the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Addenda relating to bidding and

proposal requirements, and any other written information provided by the CITY in anticipation of receiving bids or proposals, if any, except as specifically excluded herein, and the CONTRACTOR'S bid or proposal. The terms of this Agreement shall supersede any terms in the above-referenced documents in direct conflict with the terms of this Agreement.

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

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

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

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

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

22. **BONDS:** CONTRACTOR shall provide and maintain the types and amounts of bonds as required by the City of Dalton Request for Proposals for Backstop Fencing and Netting Replacement for Heritage Point Park.

23. **MISCELLANEOUS PROVISIONS:**

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

(b) **Successors and Assigns.** This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and

permitted assigns of the parties. CONTRACTOR shall not assign its rights or obligations under this Agreement without the prior written consent of the CITY.

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

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

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

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

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


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

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

(Signatures on the NEXT page.)

CONTRACTOR:

CONTRACTOR:

By: 
Title: Sales Manager

CITY:

CITY OF DALTON, GEORGIA

By: _____
MAYOR

Attest:
CITY CLERK

Exhibit “A”

Backstop Fencing and Netting Replacement for Heritage Point Park



DALTON FENCE

FOR ALL YOUR
COMMERCIAL AND RESIDENTIAL
FENCE NEEDS

706-278-6366

1191 Piney Ridge Rd. SE

Dalton, GA 30721



Nathan Sims
Sales Manager

cell: 423.618.4864
office: 706.278.6366
daltonfence@windstream.net

The City of Dalton
Parks and Recreation Department
INVITATION FOR SEALED COMPETITIVE PROPOSALS – advertised on 9/14/22
Sealed Envelope shall be marked with the following information:
“Backstop Fencing and Netting Replacement for Heritage Point Park”

SCHEDULE OF EVENTS

Mandatory Pre-RFP Conference and site visit –
Heritage Point Complex

10:00 AM
October 3, 2022

Deadline for request for clarifications and questions.
Any possible exceptions to the bid specification
and/or terms and conditions should be addressed
during this phase. These requests will be answered in
an addendum and must be emailed to:

3:00 PM
October 10, 2022

csharpe@daltonga.gov

Sealed RFP's will be accepted until the due date and
time. Any late submittals received will not be
considered. RFP's must be submitted to The City of
Dalton Finance Department located at 300 West
Walsh Street, Dalton, Georgia, 30720.

3:00 PM
October 17, 2022

**THIS FORM MUST BE SIGNED AND SUBMITTED TO BE CONSIDERED FOR
AWARD**

COMPANY NAME:

Dalton Fence

DATE:

10/1/22

MAILING ADDRESS:

1191 Piney Ridge Rd SE

PHONE:

706-278-6366

CITY:

Dalton

FAX:

STATE:

GA

ZIP:

30721

SSN OR FEDERAL TAX ID:

83-2651507

EMAIL:

DaltonFence@windstream.net

TITLE OF AUTHORIZED
REPRESENTATIVE:

Sales Manager

PRINTED NAME:

Dalton Sims

AUTHORIZED SIGNATURE:

[Signature]

*The posting of additional addenda may be required, and it is the responsibility of the Offeror to ensure that they review the City's website for any additional addenda, and that they submit acknowledgement of all applicable addenda (on the included form) with their solicitation. Offerors should not expect to be individually notified by the City of Dalton.

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DALTON SOCCER COMPLEX PROJECT

Division 0 – Bid Requirements

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NAME OF PROJECT: "Backstop Fencing and Netting Replacement for Heritage Point Park"

NAME OF OWNER: THE CITY OF DALTON, GEORGIA

THE CITY OF DALTON (the "City"), pursuant to the provisions of O.C.G.A. § 36-91-1, *et. seq.*, herein seeks competitive Proposals from Contractors for the construction of the: **"Backstop Fencing and Netting Replacement for Heritage Point Park"**, located at 1275 Cross Plains Trail, Dalton, GA, 30721 (hereinafter "the Project").

The requirements for construction of the Project, and the duties and responsibilities of the contractor whose Proposal is accepted, are set forth in the Request for Proposals issued by the City. In general, the successful contractor will be required to install a new chain-link fence, replace cross bars, replace hardware, and replace the netting while using the existing backstop post for all ten fields. Contractors interested in submitting Proposals must obtain Request for Proposals (RFP) on City's website <https://www.daltonga.gov/rfps>

Caitlin Sharpe, csharp@daltonga.gov will be contact person for questions. **All Proposers are required to email Caitlin Sharpe to be added to the Plan Holders list.**

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

Any Proposal submitted in response to this Request should comply strictly with all requirements set forth in the Instructions to Proposers. Any such Proposal must contain the completed Proposal Form setting forth the contractor's proposed lump sum contract price for full and complete construction of the Project in conformity with all requirements of this RFP. Proposal must include a fully executed Bid Bond in the amount of five percent (5%) of the proposed lump sum contract price (exclusive of any alternates and unit prices) in the form required by the Instructions to Proposers.

Any Contractor that intends to submit a proposal must complete the City of Dalton Vendor Packet and be an approved active Vendor with the City. Applications can be obtained from the Finance Department or online at <https://www.daltonga.gov/finance/page/vendor-packets>

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

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

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

- A. The contractor's proposed lump sum of contract price for full and complete construction of the Project in conformity with all requirements of the Contract Documents. (60 Points)
- B. The installer's qualifications, experience, and references in constructing and completing similar projects on schedule and within budget including at least three projects comparable in size and scope to this project. (30 Points)
- C. The completeness and accuracy of proposals. (10 Points)

All Proposals must include the label on the last page of this document on the front of their bid package. This label must be affixed to the outside of the envelope or package. Failure to attach the label may result in your bid being opened in error or not routed to the proper location for consideration. No RFP will be accepted after the date and time specified. Document should be received by the City of Dalton Finance Department located at 300 West Waugh Street, Dalton, Georgia 30720 no later than October 17, 3:00 PM

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

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

Any Proposal submitted in response to this Request shall remain open for acceptance by the City, and same shall be honored by the contractor, for a period of one hundred eighty (180) days from the date set forth hereinabove for the receipt of Proposals. Any questions or comments concerning this Request for Proposals should be addressed in writing to the City of Dalton at the address of The City of Dalton Finance Department, 300 West Waugh Street, Dalton, Ga 30720.

SECTION 00020: INSTRUCTIONS TO PROPOSERS / SCOPE OF WORK

NAME OF PROJECT: Backstop Fencing and Netting Replacement for Heritage Point Park

NAME OF OWNER: THE CITY OF DALTON, GEORGIA

1275 Cross Plains Trail, Dalton, GA, 30721

**Project Details**

Each field has seven posts. Four of the seven posts are twenty-five (25) feet tall. Three of the seven posts are ~~fifteen (15)~~ **sixteen (16)** feet tall. These posts will remain. Contactor will be

expected to paint existing posts with appropriate paint prior to installation of fencing and netting. Posts that are twenty-five (25) feet tall have chain-link mesh and netting. Posts that are sixteen (16) feet tall only have chain-link mesh attached. Current chain link should be replaced with black, 6-gauge chain link wire behind the batter's box, and 8-gauge for the foul lines. Contractor should install crossbars every four feet to add additional support to the chain-link fence. Crossbars, tension wires, and hardware should be replaced and included in the total proposal price as well. Contractors are also expected to replace the current netting. Currently, there is a tension wire at the top of the posts that attaches the netting. Four-inch horizontal crossbars should be installed in place of the tension wire at the top of the posts. The contractor is expected to remove and dispose of materials.

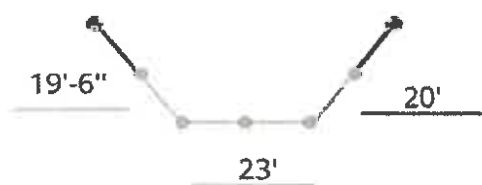
Before submitting a Proposal, the Contractor shall be responsible for reviewing the RFP and Specifications and visiting each work location. Each Contractor shall fully inform himself/itself, prior to submitting a Proposal, as to all existing conditions and limitations under which the work is to be performed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

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

Heritage Point Park East Pod - 1 - 5

7 post per backstop
4 of 7 post are 25 ft tall - chain-link and netting
3 of the 7 post are 15 ft tall - chain-link only

Field # 1



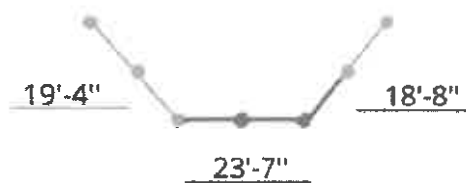
Field # 2



Field # 3



Field # 4



Field # 5



Heritage Point Park

West Pod - 6 - 10

7 post per backstop

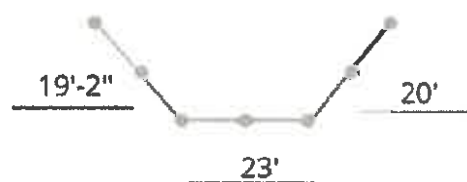
4 of 7 post are 25 ft tall - chain-link and netting

3 of the 7 posts are 15 ft tall - chain-link only

Field # 6



Field # 7



Field # 8



Field # 9



Field # 10



Installer's Qualifications: The Contractor's proposal shall include the qualifications of its installer. Include a minimum of five similar installations.

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

Lump Sum Price:

On the attached proposal form, provide the lump sum price for a complete installation as described in the Contractor's proposal. Additional price sheet is provided for contractors to submit pricing per pod on page 14.

Form of Agreement:

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

SECTION: 00080 PROPOSAL FORM**EXHIBIT "A"****NAME OF PROJECT:** Backstop Fencing and Netting Replacement for Heritage Point Park**NAME OF OWNER:** THE CITY OF DALTON, GEORGIA**NAME OF PROPOSED****CONTRACTOR:**Dalton Fence**(The "Contractor")**

THE CITY OF DALTON (the "City"), pursuant to the provisions of O.C.G.A. § 36-91-1, *et. seq.*, herein seeks competitive Proposals from Contractors for the construction of the: **"Backstop Fencing and Netting Replacement for Heritage Point Park"**, located 1275 Cross Plains Trail, Dalton, GA, 30721 (the "Project"). This Proposal is submitted in response to the City's Request for Proposals dated 9/14/2022.

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

Contractor submits herewith its duly executed affidavit in accordance with the applicable Federal work authorization program. Contractor acknowledges that upon execution of any contract with the City, said affidavit shall be deemed a public record to the extent provided by Georgia law.

The Contractor further acknowledges that the Contract Documents provide no incentive provisions for early Completion of the Work.

A. Base Proposal

The Contractor proposes to fully and completely replace the backstop fencing and netting on all fields in conformity with all requirements of the RFP and furnish all necessary labor, material and equipment for such construction, and, furthermore, to fully, completely, and strictly perform all obligations of the Contractor as set forth in the Contract Documents, for the lump sum contract price of \$ 135,000.00

Said lump sum contract price is allocated, in its entirety, to the following elements of the work:

Proposer to hold pricing for at least 50 days for scheduled tournaments to be completed – expected date of completion is November 20 2022

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

The Contractor proposes and agrees to commence actual construction (i.e., physical work) on site with adequate management, labor, materials and equipment within ten (10) days after receipt of Notice to Proceed and prosecute the Work diligently and faithfully to completion within the required Contract Time. Prior to commencing such Work, and prior to the issuance of the Notice to Proceed, Contractor shall furnish to the City duly executed Payment and Performance Bonds complying with all requirements of the Contract Documents along with Certificates of Insurance demonstrating that all required coverages are in place. Contractor submits herewith its executed Bid Bond in accordance with the requirements of the City as set forth in the Instruction to Proposers.

Contractor herein acknowledges that this Proposal shall constitute an offer by Contractor to contract with the City for construction of the Project in conformity with all requirements of the Contract Documents for the lump sum contract price as set forth hereinabove. Said offer by Contractor is irrevocable and subject to acceptance by the City until the expiration of fifty (50) days following the date set forth in the Request for Proposals for receipt of Proposals by the City.

[CONTRACTOR]By: [Signature] [SEAL]

Witness:

[Signature]

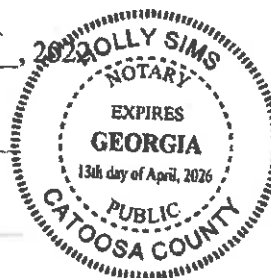
[SEAL]

Sworn and subscribed to before me this 12 day of October, 2024

NOTARY PUBLIC:

Holly Sims

Commission Expirations:

April 13, 2026

Price Sheet	
West Pod- Fields 1 - 5	Lump sum: \$ 67,500.00
East Pod Field 6 - 10	Lump sum: \$ 67,500.00
East and West Pod- Fields 1 - 10	Lump Sum: \$ 135,000.00

Total Bid Amount: \$ 135,000.00
(Numbers)

Total Bid Amount: \$ One hundred thirty-five thousand
(Words)

Dalton Fence
Company's Name

10/12/22
Date

Dalton Fence Scope of work:

"Backstop Fencing and Netting Replacement for Heritage Point Park" 10 Ballfields

- Remove and dispose of existing material leaving post to be painted
- Electrostatic Paint seven post per field. (See previous work we did at Edwards Park) **High gloss paint has a 5-year warranty**
- Install 16' high new 8-gauge fused and bonded black chain link for foul lines (sides/wings of backstop)
- Install 6-gauge fused and bonded black chain link for 12' high and 24' wide back stops, behind the batter. The top 4' will be 8-gauge fused and bonded black chain link. (Doing the whole backstop in 8ga fused and bonded chain link would cost less, but 6ga is what we use on the backstops behind the batter's box and is what is quoted per addendum 1e.)
- 16' high black chain link is not available; we must use 12' on bottom and 5' on the top with 1' overlap at the top it will mesh fine (see backstops at Riverbend parks for reference)
- Install new hardware and 1-5/8" schedule 40 black pipe horizontal railing every 4' from the ground to the top of the chain link for support
- Install 12' high netting with a tension cable at the top and fastened to the post. With the wide spacing of the 4 taller posts, and some post not being plumb at the added on top section, the cable is the best way to install the netting. (See our work at Riverbend Park with the cable/netting installation.)

Warranty Information:

- Dalton Fence Labor warranty: 2 years workmanship warranty
- Black chain link warranty: limited 15-year warranty (see attached form)
- Electrostatic painting of post warranty: 5 years if high gloss paint is used

COLOR COATED CHAIN LINK FENCE FABRIC 15 YEAR LIMITED WARRANTY

Subject to the limitations set forth below, Merchants Metals LLC ("Merchants") warrants to the original end-user ("you") and not to any other purchaser or subsequent owner, that its Color Coated Chain Link Fence Fabric (the "Product") is free from defects in material and workmanship and, under normal or proper usage, will not fail due to rust or corrosion for a period of fifteen (15) years from the date of your original purchase.

This warranty does not cover fading and does not apply in marine/salty/coastal or harsh industrial environments. This warranty only applies to defects resulting from normal use. Any of the following events or conditions will void this warranty: faulty installation; damage during transportation; alteration of the product of any kind, including but not limited to affixing any other materials to the product; damage from high winds, accident, abuse, fire, or flood; damage caused by landscaping equipment, harsh or abrasive chemicals or exposure to salt or any other substance that has or includes a high mineral content, or plant growth; or acts of God. Merchants reserves the right to inspect the Product to determine validity of any claim under this warranty, including but not limited to the submittal of photos that clearly show and document the area(s) of failure. Merchants may require all or part of the Product to be returned for testing.

UNDER THIS WARRANTY MERCHANTS' OBLIGATION IS LIMITED TO ONE OF THE FOLLOWING (AT MERCHANTS' OPTION), IN EACH CASE ON A PRORATED BASIS ONLY: REPAIR; OR REPLACEMENT OF DEFECTIVE MATERIAL. Reimbursements for the cost of removal and/or installation are not included and Merchants will not provide such service. If the Product is replaced, the Product carries no further expressed or implied warranty. If the Product appears to have a defect in material or workmanship, you must advise the contractor from whom the material was purchased, in writing and with a copy to Merchants at the address provided below. In order for you to perfect your rights under this warranty, you should return a signed copy of this form to Merchants within thirty (30) days of the purchase. Return of the warranty form is not a condition to warranty coverage, provided you can adequately prove that the Product installed was purchased from Merchants.

MERCHANTS IS NOT RESPONSIBLE FOR INJURY, PROPERTY DAMAGE OR OTHER INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THE PRODUCT, NOTWITHSTANDING THE FACT THAT SAID INJURY, PROPERTY DAMAGE OR OTHER DAMAGES AROSE DIRECTLY OR INDIRECTLY FROM AN ACTUAL OR ALLEGED DEFECT IN MATERIAL AND/OR WORKMANSHIP.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

The above constitutes the complete warranty by Merchants and may not be modified, amended or supplemented. No other agreement relating to this warranty, written or implied, is valid. Merchants does not authorize any other person or agent to make any other express warranties. Merchants neither assumes nor authorizes any other person or agent to assume any other liability in connection with the product.

Home/Property Owner Name: _____ Phone: _____

Installation Address: _____ City: _____ State: _____ Zip: _____

Date of Purchase: _____ Fence Height: _____ Linear Footage: _____ Fence Color: _____

Fence Contractor Name: _____ Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

Signature of Fence Contractor or Home/Property Owner: _____ Date: _____



4901 Langley Rd.
Houston, TX 77093
www.MerchantsMetals.com

Version 05/17

Dalton Fence References:

**K & N Construction- Riverbend Park Sport Complex
Ballfields Dalton, GA**

**Integrated Builds- Fannin County Rec Blue Ridge, GA 2
Ballfields**

Edwards Park- Ball Fields and Electrostatic painted post

**North Murray High School- Fencing on all sports fields and
perimeter**

**Murray County Track- Murray County High School (still in
progress; active job)**

All projects were finished on time and within budget

Dalton Fence Business Information:

**More than 40 years in business located in Dalton, GA.
Commercial, Residential, and Industrial work.**

Experienced crew with same Foreman for 22 years.

SECTION 00130 – BID BOND

EXHIBIT “B”

NAME OF PROJECT: Backstop Fencing and Netting Replacement for Heritage Point Park

NAME OF OWNER: THE CITY OF DALTON, GEORGIA

NAME OF PROPOSED

CONTRACTOR: _____

(THE “CONTRACTOR”)

KNOW ALL MEN BY THESE PRESENTS that

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

WHEREAS, the Contractor, in response to a Request for Proposals issued by the City, has submitted its Proposal for the construction by Contractor of the: “Backstop Fencing and Netting Replacement for Heritage Point Park”

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

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

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

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

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

IN WITNESS WHEREOF, the undersigned have caused this Bid Bond to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this ____ day of _____, 2022.

[CONTRACTOR]

By: _____ [SEAL]

Witness: _____ [SEAL]

Sworn and subscribed to before me this ____ day of _____, 2022.

NOTARY PUBLIC:

Commission Expirations: _____

[NAME OF SURETY]

By: _____ [SEAL]

Witness: _____ [SEAL]

Sworn and subscribed to before me this ____ day of _____, 2022.

NOTARY PUBLIC:

Commission Expirations: _____

[ATTACH PROPERLY EXECUTED POWER OF ATTORNEY]

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

Bond No.: 428186

KNOW ALL MEN BY THESE PRESENTS, that we Dalton Fence Co.

1191 Piney Ridge Rd SE, Dalton, GA 30721
as Principal, hereinafter call the Principal, and Merchants National Bonding, Inc.
P.O. Box 14498, Des Moines, IA 50306-3498

a corporation duly organized under the laws of the State of Iowa
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Dalton


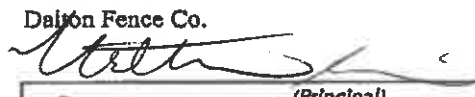
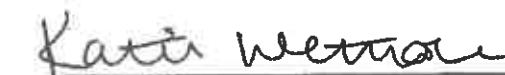
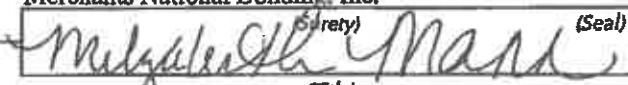
1275 Cross Plains Trail, Dalton, GA 30721
as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Bid Amount

Dollars (\$ 5 %),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, the Principal has submitted a bid for Backstop fencing and netting replacement for Heritage Point
Park

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding
or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this 4th day of November 2022 XXX


(Witness)

Dalton Fence Co.
(Principal) (Seal)
Sales Manager
(Title)

(Witness)
Katie Wetmore

Merchants National Bonding, Inc.
(Surety) (Seal)
Milizabeth Mann Attorney-in-Fact
(Title)

MERCHANTS BONDING COMPANY,™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (In California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Milizabeth Mann

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this Instrument to be signed and sealed this 4th day of November, 2022.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 4th day of November, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said Instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee
Notary Public

(Expiration of notary's commission
does not invalidate this Instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 4th day of November, 2022.



William Warner Jr.
Secretary

STATE OF GEORGIA
WHITFIELD COUNTY
CITY OF DALTON

VENDOR AFFIDAVIT AND AGREEMENT [E-Verify]

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Dalton, Georgia has registered with and is participating in a federal work authorization program and will continue using the program throughout the contract period in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

The undersigned contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Dalton, Georgia of which this affidavit is a part, the undersigned contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 through the subcontractor's execution of the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08 or a substantially similar subcontractor affidavit. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Dalton, Georgia at the time the subcontractor(s) is retained to perform such service.

FURTHER AFFIANT SAYETH NOT.

BY: Authorized Officer or Agent

Dalton Fence
Contractor Name

Sales Manager
Title of Authorized Officer or Agent of Contractor

Nathan Sims
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me

This 11 day of Oct, 2022

Holly Sims
Notary Public

My Commission Expires: April 13, 2026

10/11/22
Date

6/22/11
Authorization Date for EEV Program
425475
Employment Eligibility (EEV) #

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

*MUST BE NOTARIZED





DALTO-1

OP ID: MM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/07/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Zorn Insurance Agency 1422 Green Road Suite L Chatsworth, GA 30705 ZIA	706-695-4689	CONTACT NAME: Milizabeth Mann PHONE (A/C, No, Ext): 706-695-4689 FAX (A/C, No): 706-695-6365 E-MAIL ADDRESS: mmann@zorninsurance.com
INSURED Dalton Fence Co. Kevin Stanley 1191 Piney Ridge Road Dalton, GA 30721	INSURER(S) AFFORDING COVERAGE INSURER A: Allied Insurance Company INSURER B: AmTrust North America INSURER C: INSURER D: INSURER E: INSURER F:	
		NAC # 23760 39071

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	TYPE OF INSURANCE	ADDL. SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		ACPGLA05914938994	02/25/2022	02/25/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOD AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		ACPBAPC5914938994	02/25/2022	02/25/2023	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	ACPCAA5914938994	02/25/2022	02/25/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WWC3548636	09/01/2022	09/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater		ACOCIMP591938994	02/25/2022	02/25/2023	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project:Heritage Point Park, Dalton, GA 30721

CERTIFICATE HOLDER

City of Dalton
PO Box 1205
Dalton, GA 30722

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Milizabeth Mann

Checklist for Bid Documents

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

- ☒ Document Description
- ☒ Completed City Vendor Packet
- ☒ Solicitation Form (Page 1 of this Document)
- ☒ References of Past Similar Jobs
- ☒ Proposal Form and Price Sheet
- ☒ Vendor Affidavit and Agreement (E-Verify) (Page 17) - *Is a requirement of Georgia law and all bids will be considered non-responsive if they fail to turn in the E-Verify affidavit with the proposal.*
- ☒ Checklist for Documents/Addenda Acknowledgement (this page)

Addenda Acknowledgement

Failure to acknowledge any addenda will result in a non-responsive bid.

The vendor has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. <u>01</u>	Dated: <u>10/11/22</u>
Addendum No. <u>02</u>	Dated: <u>10/12/22</u>
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

This affirms that all documents are included with the Proposer's RFP package.

Company's Name:



Dalton Fence Date: 10/12/22

Authorized Representative's Name: Nathan Sims

Authorized Representative's Signature: [Signature]

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

ADDENDUM TO RFP DOCUMENTS

 	ADDENDUM: #01
	THE CITY OF DALTON -REQUEST FOR PROPOSAL
	Project: Backstop Fencing and Netting Replacement for Heritage Point Park
	Date Issued: 10/10/2022
	Bid Date: October 17, 2022
	Bid Time: 3:00 pm
	Contract Action: Receipt of this ADDENDUM is required on page 17 of RFP document

Addendum No. 1 – The following changes to the Request for Proposal and clarifications are provided based on questions received and must be added/considered when completing your submittal:

Acknowledgement of receipt of this ADDENDUM is required on **page 17** of RFP document.

- Page 6, first paragraph under Project Details shall read: Each field has seven posts. Four of the seven posts are twenty-five (25) feet tall. Three of the seven posts are ~~fifteen (15)~~ **sixteen (16)** feet tall. These posts will remain. Contactor will be expected to paint existing posts with appropriate paint prior to installation of fencing and netting. Posts that are twenty-five (25) feet tall have chain-link mesh and netting. Posts that are **sixteen (16)** feet tall only have chain-link mesh attached. Current chain link should be replaced with black, **6-gauge chain link wire** behind the batter's box, and **8-gauge** for the foul lines. Contractor should install crossbars every four feet to add additional support to the chain-link fence. Crossbars, tension wires, and hardware should be replaced and included in the total proposal price as well. Contractors are also expected to replace the current netting. **Currently, there is a tension wire at the top of the posts that attaches the netting. Four-inch horizontal crossbars should be installed in place of the tension wire at the top of the posts.** The contractor is expected to remove and dispose of materials.
- Page 10, third paragraph shall read: On the attached proposal form, provide the lump sum price for a complete installation as described in the Contractor's proposal. **Additional price sheet is provided for contractors to submit pricing per pod on page 14.**
- Page 18, checklist: remove the RFP Authorization Affidavit and shall read:

Checklist for Bid Documents

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

 - ☒ Document Description
 - ☒ Completed City Vendor Packet
 - ☒ Solicitation Form (Page 1 of this Document)
 - ☒ References of Past Similar Jobs

- ✓ Proposal Form and Price Sheet
- ✓ Vendor Affidavit and Agreement
- ✓ Checklist for Documents/Addenda Acknowledgement (this page)

Interpretations:

1. Would the City be interested in installing chain-link in place of the netting?
 - a. No, we are only interested in replacing the net as specified in the original RFP document.
2. What all do contractors need to include in with their proposal? Is the City Vendor Packet included in the RFP documents?
 - a. Contractors must include all documents listed in the checklist on page 18. Contractors must complete the city vendor packet. This can be found on the city's website: <https://www.daltonga.gov/finance/page/vendor-packets>. Contractors should complete the Service Packet.

Additional Information:



1. The City of Dalton is providing an additional price sheet form found after the proposal form. This form requests the contractor distinguish total cost per pod (East Pod – Field 1-5 and West Pod – Field 6-10).

BY:

Caitlin Sharpe

Parks and Recreation Director

ADDENDUM TO RFP DOCUMENTS

 	ADDENDUM: #02
	THE CITY OF DALTON -REQUEST FOR PROPOSAL
	Project: Backstop Fencing and Netting Replacement for Heritage Point Park
	Date Issued: 10/12/2022
	Bid Date: October 17, 2022
	Bid Time: 3:00 pm
	Contract Action: Receipt of this ADDENDUM is required on page 18 of RFP document

Addendum No. 1 – The following changes to the Request for Proposal and clarifications are provided based on questions received and must be added/considered when completing your submittal:

Acknowledgement of receipt of this ADDENDUM is required on page 18 of RFP document.

1. Page 6, the last sentence of first paragraph under Project Details shall read: **Currently, there is a tension wire at the top of the posts that attaches the netting. Contractors can propose their own method of attaching the net to the top. A tension wire or cross bars will be acceptable. Please include in the proposal of details as to why your proposed method will be the best approach.**

BY:

Caitlin Sharpe

Parks and Recreation Director



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: November 14, 2022

Agenda Item: Parks and Recreation Lease Agreement with Chattanooga Trailer and Rental

Department: Recreation

Requested By: Caitlin Sharpe

Reviewed/Approved by City Attorney? Yes

Cost: \$5,020.00

Funding Source if Not in Budget Recreation 2022 – 2023 Operational Budget

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

The Parks and Recreation Department will need additional storage space while renovations take place at the John Davis Recreation Center during 2023. This is a twelve-month lease agreement with Chattanooga Trailer and Rental. The lease includes the delivery fee of one forty-foot container and one 20-foot container. Total amount of lease agreement is \$5,020.00 and will be funded through the Parks and Recreation operational budget.



Chattanooga Trailer and Rental
7445 Lee Hwy
Chattanooga, TN 37421
Phone: 423-899-1744

Quote
~~INVOICE~~
112004875

Page 1

Order Date: 10/21/2022

Bill To:
Dalton City Parks & Recreation
904 Civic Drive
Dalton, GA 30721

Ship To:
Dalton City Parks & Recreation
904 Civic Drive
Dalton, GA 30721

Phone #: 706-278-5404
Contact #:
Email:

Phone #: 706-278-5404
Contact #:
Email:

Customer #: 1120002190		SalesPerson: HSE	PO#:	Terms: Net 30	
Qty	Item	Description		Unit Price	Extended
1	40' HC One Tripper	40' High Cube Single Trip Container		185.00	185.00
1	VV-5088	Container, 20' SU		125.00	125.00
1	Delivery & Pickup	Delivery Fee		1,300.00	1,300.00
		Pick up and delivery for a 20 and 40ft container to 409 Mitchell Street, Dalton GA 40ft at \$400.00 each way 20ft at \$250.00 each way			

Subtotal:	\$5,020.00
Tax :	
Order Total:	\$5,020.00

Payment Received:

On Account **\$5020.00**

TRAILER LEASE AGREEMENT
Chattanooga Trailer & Rental, Inc.
7445 Lee Highway, Chattanooga, TN 37421

Between: Dalton City Parks & Recreation 904 Civic Drive Dalton GA 30721

LESSEE and CHATTANOOGA TRAILER & RENTAL, INC., LESSOR. The LESSOR agrees to lease to LESSEE and LESSEE agrees to lease from LESSOR, subject to all the terms and conditions contained herein, the following described trailer or equipment together with all accessories and equipment attached thereto:

DESCRIPTION: 20' Container
EQUIPMENT NUMBER: VV-5088
SERIAL NUMBER: MBGU-520307-7

LESSEE hereby acknowledges receipt of said equipment in good repair and working condition for the purposes for which it has been leased, i.e. a storage trailer or a road trailer or a tractor,

1. **TERMS AND PAYMENT.** The term of this Lease shall begin October 28, 2022 and end October 28, 2023. This term begins at the time that the said equipment leaves the premises of the LESSOR and the LESSEE'S responsibility under the terms of this Lease shall continue until said equipment is returned onto the property of the LESSOR.
2. The LESSEE agrees to pay as total rental the sum of 125.00 per month during the term of this Lease. This payment shall \$2000.00 which includes the delivery fee and pick up fee of \$250.00 each way and 12 months' rent to be paid simultaneously with the execution of this lease made directly to the LESSOR at its above-mentioned address. Any delinquent payments under this Lease shall bear interest at the maximum legal rate from the date when due until paid.
3. **TAXES.** In addition to the lease payments required hereunder, LESSEE shall be liable for any and all taxes, fees, and assessments however designated due from the LESSOR or from the LESSEE which are levied or based upon the lease payments or the equipment Lease during the period of the Lease.

THE PARTIES AGREE THAT THE INCORPORATED PROVISIONS SET FORTH ON THE NEXT PAGE HAVE BEEN READ BY THEM AND ARE AN INTEGRAL PART OF THIS LEASE. **Lessee is responsible for all maintenance.**

IN WITNESS WHERE OF, the LESSOR and LESSEE have executed this Lease as of the date above specified.

LESSEE:

BY: _____

PRINT: _____

TITLE: _____

WITNESS: _____

TITLE: _____

LESSOR: **CHATTANOOGA TRAILER & RENTAL, INC.**

BY: _____

PRINT: _____

TITLE: _____

WITNESS: _____

WITNESS: _____

INCORPORATED PROVISIONS

4. DEFAULT. In the event that the LESSEE fails to pay any rental payment when and on the date it becomes due or to pay any sum or sums payable hereunder upon the date that they become due; or if a Receiver shall be appointed for benefit or creditors; or should LESSEE be the subject of any proceeding under the Bankruptcy Code or become insolvent or attempt to remove, sell, transfer, encumber, sublet, use equipment other than for storage or the state purposes of this Lease, or part with the possession of any Equipment rendered hereunder or do any act or thing tending to impair its possession or the right of possession and title of the LESSOR; or should the LESSEE fail to perform any other term or condition hereof, the LESSOR may: (A.) Immediately repossess said equipment without legal action and have the right to come upon the premises of the LESSEE for the removal of this equipment, and in such event the LESSEE agrees to reimburse the LESSOR for all costs, including any attorney's fees incurred in the repossession and removal of said equipment and its return to the premises of the LESSOR; (B.) Proceed with any court action either at law or in equity, to enforce performance by the LESSEE or to obtain the equipment hereby leased to recover damages including all future rentals due under the agreement which shall then be accelerated and be due in full; and in any event any reasonable expenses incurred by the LESSOR in connection with the enforcement of any of the terms or breach of the same of this Lease shall be reimbursed by the LESSEE including but not limited to expenses of moving the equipment, attorney's fees, taxes, costs, and expenses. (C.) LESSOR shall have the right to unload any items or materials in the equipment and dispose of the same in the manner it elects, whether to discard the same without notice to LESSEE or to enforce a warehouseman's lien against such items or materials under T.C.A. 47-7-101, et. Seq.
5. REPAIRS AND MAINTENANCE OF EQUIPMENT – INSPECTIONS. The LESSEE leases this equipment where is, as is, and LESSOR is not responsible for any damage caused by the condition of the equipment to any goods or materials placed therein. The LESSEE shall provide and pay for at its expense all repairs and maintenance as may be necessary to keep the equipment in good repair and operating condition. All said repairs furnished to and used for the repair of the equipment should become the property of the LESSOR. The LESSOR shall not be liable to the LESSEE for any loss, damage, expense of any kind caused directly or indirectly by any of the equipment or by the use or maintenance thereof or repairs, servicing, or adjustments thereto or any interruption of service or loss of use thereof or for any loss of business or damage whatsoever and howsoever caused. LESSEE, at any time LESSOR so requests, shall permit the LESSOR to inspect the equipment.
6. STORAGE PURPOSE. This is a Lease of equipment for storage only unless otherwise indicated on the face of this agreement.
7. LEASE ONLY. Nothing herein coveys to the LESSEE any right, title or interest in or to any of the equipment except as a LESSEE.
8. ASSIGNMENT. LESSEE shall not assign, mortgage, or encumber this Lease or any equipment leased hereunder, nor sublet or suffers or permits any equipment to be used by others without the prior written consent of LESSOR.
9. LICENSES, ETC. LESSEE shall obtain all licenses, permits and other certificates as may be required by law or otherwise for LESSEE's lawful operation of the equipment and furnish evidence thereof to LESSOR. If LESSEE cannot obtain any of the foregoing and LESSOR can lawfully do so, LESSOR will, upon receipt of written request and the necessary cash from LESSEE, obtain such of the foregoing as it may lawfully obtain.
10. INSURANCE. LESSEE at its own expense shall carry adequate insurance against liability for bodily injury, including death, and property damage, with the minimum amount of \$300,000.00 and \$500,000.00 personal injury liability and \$100,000.00 property damage. LESSEE shall keep all equipment insured at its full insurable value against fire and theft and extended coverage perils. All such insurance shall be with LESSOR shown as additional insured and LESSEE shall furnish certificates of such insurance to LESSOR, which certificates shall be cancelable upon no less than 10 (ten) days' notice to LESSOR. LESSEE assumes all risk, responsibility and liability arising from the possession, operations and use of the equipment, howsoever imposed; including damages for injury and death to persons and property howsoever arising there from; and LESSEE shall indemnify, save and hold liability by reason of its ownership and leasing of the equipment including all claims, liens for storage, labor and materials and all loss of and damage to said equipment and loss, damage, claims, penalties, liability and expense including attorney's fees, howsoever arising or incurred because of said equipment or the storage, maintenance, use or operation thereof.
11. RETURN. LESSEE agrees at the expiration or termination or cancellation of this Lease to return the equipment to LESSOR, at its address where initially obtained or to such other address as may be directed at LESSEE's sole cost and expense in the same operation condition, order, repair and appearance as when received, reasonable wear and tear only excepted, and shall pay for any repairs necessary to restore the same to its original condition.

TRAILER LEASE AGREEMENT
Chattanooga Trailer & Rental, Inc.
7445 Lee Highway, Chattanooga, TN 37421

Between: Dalton City Parks & Recreation 904 Civic Drive, Dalton GA 30721

LESSEE and CHATTANOOGA TRAILER & RENTAL, INC., LESSOR. The LESSOR agrees to lease to LESSEE and LESSEE agrees to lease from LESSOR, subject to all the terms and conditions contained herein, the following described trailer or equipment together with all accessories and equipment attached thereto:

DESCRIPTION: 40' Container
EQUIPMENT NUMBER: VV-7117
SERIAL NUMBER: JSCU-512552-8

LESSEE hereby acknowledges receipt of said equipment in good repair and working condition for the purposes for which it has been leased, i.e. a storage trailer or a road trailer or a tractor,

1. **TERMS AND PAYMENT.** The term of this Lease shall begin October 28, 2022 and end October 28, 2023. This term begins at the time that the said equipment leaves the premises of the LESSOR and the LESSEE'S responsibility under the terms of this Lease shall continue until said equipment is returned onto the property of the LESSOR.
2. The LESSEE agrees to pay as total rental the sum of 185.00 per month during the term of this Lease. This payment shall \$3020.00 which includes the delivery fee and pick up fee of \$400.00 each way and 12 months' rent to be paid simultaneously with the execution of this lease made directly to the LESSOR at its above-mentioned address. Any delinquent payments under this Lease shall bear interest at the maximum legal rate from the date when due until paid.
3. **TAXES.** In addition to the lease payments required hereunder, LESSEE shall be liable for any and all taxes, fees, and assessments however designated due from the LESSOR or from the LESSEE which are levied or based upon the lease payments or the equipment Lease during the period of the Lease.

THE PARTIES AGREE THAT THE INCORPORATED PROVISIONS SET FORTH ON THE NEXT PAGE HAVE BEEN READ BY THEM AND ARE AN INTEGRAL PART OF THIS LEASE. **Lessee is responsible for all maintenance.**

IN WITNESS WHERE OF, the LESSOR and LESSEE have executed this Lease as of the date above specified.

LESSEE:

BY: _____ PRINT: _____

TITLE: _____

WITNESS: _____

TITLE: _____

LESSOR: **CHATTANOOGA TRAILER & RENTAL, INC.**

BY: _____ PRINT: _____

TITLE: _____

WITNESS: _____

WITNESS: _____

INCORPORATED PROVISIONS

4. DEFAULT. In the event that the LESSEE fails to pay any rental payment when and on the date it becomes due or to pay any sum or sums payable hereunder upon the date that they become due; or if a Receiver shall be appointed for benefit or creditors; or should LESSEE be the subject of any proceeding under the Bankruptcy Code or become insolvent or attempt to remove, sell, transfer, encumber, sublet, use equipment other than for storage or the state purposes of this Lease, or part with the possession of any Equipment rendered hereunder or do any act or thing tending to impair its possession or the right of possession and title of the LESSOR; or should the LESSEE fail to perform any other term or condition hereof, the LESSOR may: (A.) Immediately repossess said equipment without legal action and have the right to come upon the premises of the LESSEE for the removal of this equipment, and in such event the LESSEE agrees to reimburse the LESSOR for all costs, including any attorney's fees incurred in the repossession and removal of said equipment and its return to the premises of the LESSOR; (B.) Proceed with any court action either at law or in equity, to enforce performance by the LESSEE or to obtain the equipment hereby leased to recover damages including all future rentals due under the agreement which shall then be accelerated and be due in full; and in any event any reasonable expenses incurred by the LESSOR in connection with the enforcement of any of the terms or breach of the same of this Lease shall be reimbursed by the LESSEE including but not limited to expenses of moving the equipment, attorney's fees, taxes, costs, and expenses. (C.) LESSOR shall have the right to unload any items or materials in the equipment and dispose of the same in the manner it elects, whether to discard the same without notice to LESSEE or to enforce a warehouseman's lien against such items or materials under T.C.A. 47-7-101, et. Seq.
5. REPAIRS AND MAINTENANCE OF EQUIPMENT – INSPECTIONS. The LESSEE leases this equipment where is, as is, and LESSOR is not responsible for any damage caused by the condition of the equipment to any goods or materials placed therein. The LESSEE shall provide and pay for at its expense all repairs and maintenance as may be necessary to keep the equipment in good repair and operating condition. All said repairs furnished to and used for the repair of the equipment should become the property of the LESSOR. The LESSOR shall not be liable to the LESSEE for any loss, damage, expense of any kind caused directly or indirectly by any of the equipment or by the use or maintenance thereof or repairs, servicing, or adjustments thereto or any interruption of service or loss of use thereof or for any loss of business or damage whatsoever and howsoever caused. LESSEE, at any time LESSOR so requests, shall permit the LESSOR to inspect the equipment.
6. STORAGE PURPOSE. This is a Lease of equipment for storage only unless otherwise indicated on the face of this agreement.
7. LEASE ONLY. Nothing herein coveys to the LESSEE any right, title or interest in or to any of the equipment except as a LESSEE.
8. ASSIGNMENT. LESSEE shall not assign, mortgage, or encumber this Lease or any equipment leased hereunder, nor sublet or suffers or permits any equipment to be used by others without the prior written consent of LESSOR.
9. LICENSES, ETC. LESSEE shall obtain all licenses, permits and other certificates as may be required by law or otherwise for LESSEE's lawful operation of the equipment and furnish evidence thereof to LESSOR. If LESSEE cannot obtain any of the foregoing and LESSOR can lawfully do so, LESSOR will, upon receipt of written request and the necessary cash from LESSEE, obtain such of the foregoing as it may lawfully obtain.
10. INSURANCE. LESSEE at its own expense shall carry adequate insurance against liability for bodily injury, including death, and property damage, with the minimum amount of \$300,000.00 and \$500,000.00 personal injury liability and \$100,000.00 property damage. LESSEE shall keep all equipment insured at its full insurable value against fire and theft and extended coverage perils. All such insurance shall be with LESSOR shown as additional insured and LESSEE shall furnish certificates of such insurance to LESSOR, which certificates shall be cancelable upon no less than 10 (ten) days' notice to LESSOR. LESSEE assumes all risk, responsibility and liability arising from the possession, operations and use of the equipment, howsoever imposed; including damages for injury and death to persons and property howsoever arising there from; and LESSEE shall indemnify, save and hold liability by reason of its ownership and leasing of the equipment including all claims, liens for storage, labor and materials and all loss of and damage to said equipment and loss, damage, claims, penalties, liability and expense including attorney's fees, howsoever arising or incurred because of said equipment or the storage, maintenance, use or operation thereof.
11. RETURN. LESSEE agrees at the expiration or termination or cancellation of this Lease to return the equipment to LESSOR, at its address where initially obtained or to such other address as may be directed at LESSEE's sole cost and expense in the same operation condition, order, repair and appearance as when received, reasonable wear and tear only excepted, and shall pay for any repairs necessary to restore the same to its original condition.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11/14/2022

Agenda Item: Traffic Control Change Request No Parking on Both Sides on Portion of Lesley Drive

Department: Public Works

Requested By: Jackson Sheppard

Reviewed/Approved by City Attorney? No

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 Traffic Control Change Proposal Form.

PUBLIC WORKS DEPARTMENT

CHAD TOWNSEND, DIRECTOR

ctownsend@daltonga.gov

535 N. Elm Street
P.O. Box 1205
Dalton, GA 30722-1205
Office: (706) 278-7077
FAX: (706) 278-1847



DAVID PENNINGTON, MAYOR

CITY COUNCIL MEMBERS:

DENNIS MOCK
ANNALEE SAMS
TYREE GOODLETT
STEVE FARROW

TRAFFIC CONTROL CHANGE

Type: No Parking Both Sides of Street

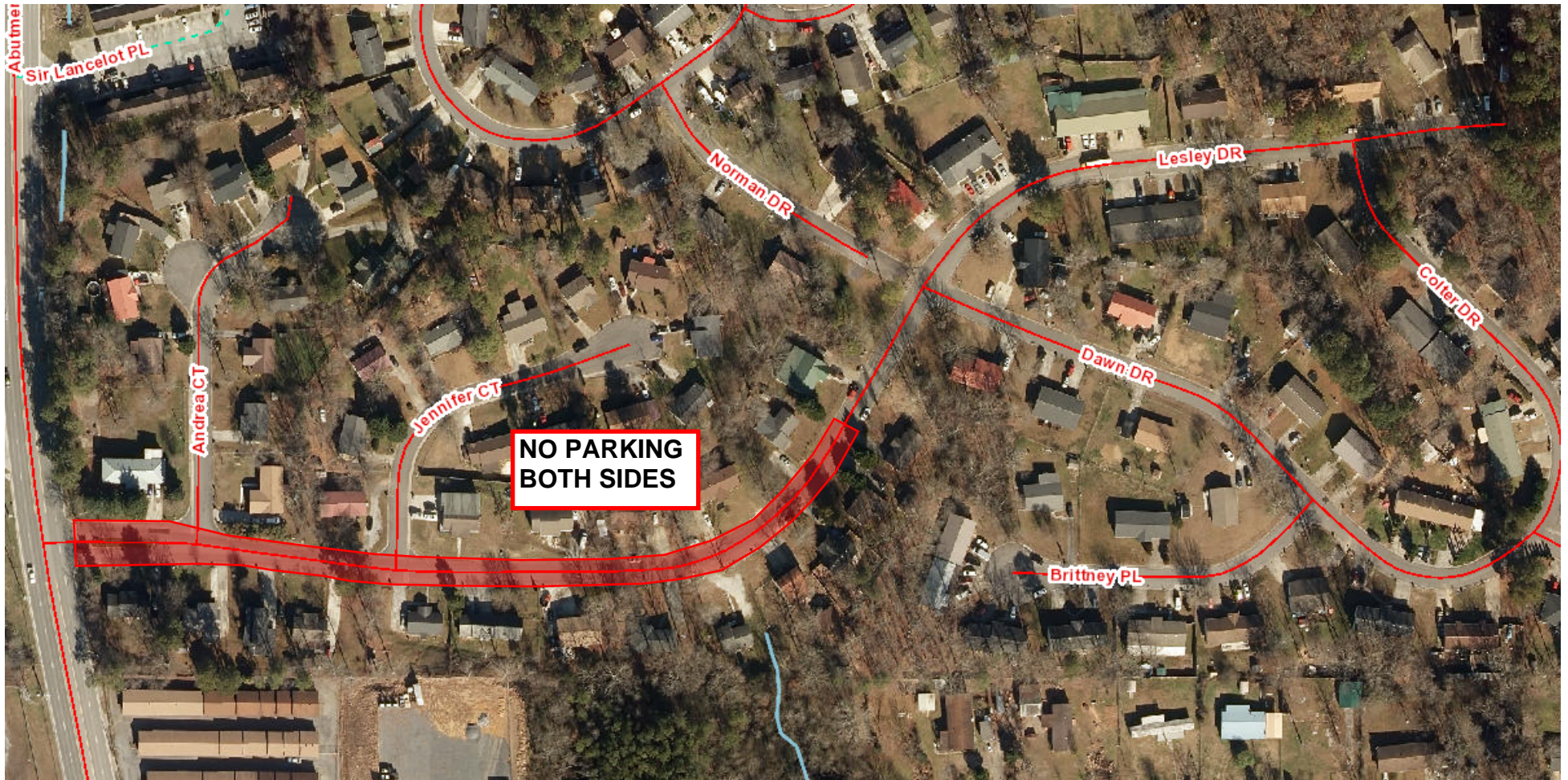
Location: Lesley Drive

Comments: The purpose of this Traffic Control Change is to convert a section of Lesley Drive to No Parking on Both Sides of Street. No Parking on Both sides of Lesley Drive from Abutment Road for a distance of 1,025 feet East. Traffic Incident Data: 10 collisions since 2013. 6 collisions occurred with parked motor vehicle. 4 are intersection related. Traffic Study completed recorded a 85% vehicular speed of 35 MPH. Poll was conducted through the entire subdivision. Most residents reported concerns with vehicles parked on the street, and the visibility constraints due toon street parking and vehicular speed. AASHTO design standards dictate the corridor with proposed no parking on both sides. It does not meet safe stopping sight distance parameters to enable on street parking due to steep grade and horizontal alignment .This is an effort to implement parking restrictions through the corridor containing the most reoccurring traffic incidents involving vehicular collisions with parked vehicles, and intersection related incidents where the All Way Stop is proposed.

Date of Approval: _____

Mayor's Signature: _____

Lesley Drive Traffic Control Change Request No Parking on Both Sides Visual Overview





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11/14/2022

Agenda Item: Traffic Control Change Request All-Way-Stop at the Intersection of Lesley Drive and Jennifer Court

Department: Public Works

Requested By: Jackson Sheppard

Reviewed/Approved by City Attorney? No

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 Traffic Control Change Proposal Form.

PUBLIC WORKS DEPARTMENT

CHAD TOWNSEND, DIRECTOR

ctownsend@daltonga.gov

535 N. Elm Street
P.O. Box 1205
Dalton, GA 30722-1205
Office: (706) 278-7077
FAX: (706) 278-1847



DAVID PENNINGTON, MAYOR

CITY COUNCIL MEMBERS:

DENNIS MOCK
ANNALEE SAMS
TYREE GOODLETT
STEVE FARROW

TRAFFIC CONTROL CHANGE

Type: ALL -Way Stop

Location: Lesley Drive @ Jennifer Court

Comments: The purpose of this Traffic Control Change is to convert the intersection of Lesley Drive and Jennifer Court to an All-Way Stop. Traffic Incident Data: 10 collisions since 2013. 6 collisions occurred with parked motor vehicle. 4 are intersection related. Traffic Study completed recorded a 85% vehicular speed of 35 MPH. Poll was conducted through the entire subdivision. Most residents reported concerns with vehicles parked on the street, and the visibility constraints due toon street parking and vehicular speed. AASHTO design standards dictate the corridor with proposed no parking on both sides. It does not meet safe stopping sight distance parameters to enable on street parking due to steep grade and horizontal alignment. This is an effort to implement parking restrictions through the corridor containing the most reoccurring traffic incidents involving vehicular collisions with parked vehicles, and intersection related incidents where the All Way Stop is proposed.

Date of Approval: _____

Mayor's Signature: _____

Lesley Drive Three-Way-Stop at Jennifer Court Intersection Overview





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11/14/2022

Agenda Item: Corrective Action Plan & Permanent Drainage Easement -
1023 Roan Street & 407 Dantzler Avenue Drainage Swale
Improvements

Department: Public Works

Requested By: Jackson Sheppard

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

Cost: N/A

**Funding Source if Not
in Budget** Stormwater Operating Budget

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

See attached Corrective Action Plan for details.

PUBLIC WORKS DEPARTMENT

CHAD TOWNSEND, DIRECTOR

ctownsend@daltonga.gov

535 N. Elm Street
P.O. Box 1205
Dalton, GA 30722-1205
Office: (706) 278-7077
FAX: (706) 278-1847



DAVID PENNINGTON, MAYOR

CITY COUNCIL MEMBERS:

DENNIS MOCK
ANNALEE SAMS
TYREE GOODLETT
STEVE FARROW

M E M O R A N D U M

TO: Mayor and City Councilmembers

FROM: Chad Townsend, Public Works Director

RE: Corrective Action Plan & Permanent Easement –
1023 Roan Street & 407 Dantzler Avenue Drainage
Swale Improvements

DATE: August 5th, 2022

The Public Works Department has been working on stormwater issues throughout the City. One area of concern is located in 407 Dantzler Avenue and 1023 Roan Street, from where a property owner has voiced concerns because of flooding. A significant portion of the stormwater comes from the public right of way to the west of the properties on Anderson Avenue, where stormwater inlets are located.

A 15" pipe conveys runoff from Anderson Avenue eastward through 410 Anderson Avenue toward a drainage swale on the northwest corner of 407 Dantzler Avenue. The swale goes south 65 feet, then runs east 100 feet towards the southeast corner of the property. A 24" pipe then moves the stormwater across Dantzler Street.


The swale on 407 Dantzler Avenue needs maintenance to increase its stormwater conveyance capacity. Among the required improvements are root removal and cleaning out other obstructions. Furthermore, a reprofile of the drainage swale would mitigate the flooding issues. Because the swale is on the southern part of 407 Dantzler Avenue, the property to the south, 1023 Roan Street, will be affected by construction and maintenance of the swale. Therefore, a temporary construction easement and permanent maintenance easement will be required for 407 Dantzler Avenue and 1023 Roan Street to improve the flooding issue.

Sec. 96-1 of City Code provides for the acceptance of temporary or permanent easements for public dedication of certain drainage systems including those connected directly to the City's existing system and conveys runoff from City right of way. The Public Works Department has developed the enclosed Corrective Action Plan drawings for the subject location and is recommending that City Council adopt this plan to allow city intervention. This plan would provide a long-term solution for a key drainage network for the watershed. The Corrective Action

property owner and accepted by the City Council. The property owner must provide written commitment to provide the easement areas described. The City Attorney will prepare the temporary work easement, and approval of this Corrective Action Plan will authorize the city to accept a permanent drainage easement along the proposed storm drain system. The Corrective Action Plan is subject to minor revisions related to the exact alignment of the pipe to accommodate unforeseen field conditions.

Should you have any questions or need additional information regarding this matter, please do not hesitate to contact me.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Chad Townsend", is written over the typed name and title.

Chad Townsend
Public Works Director

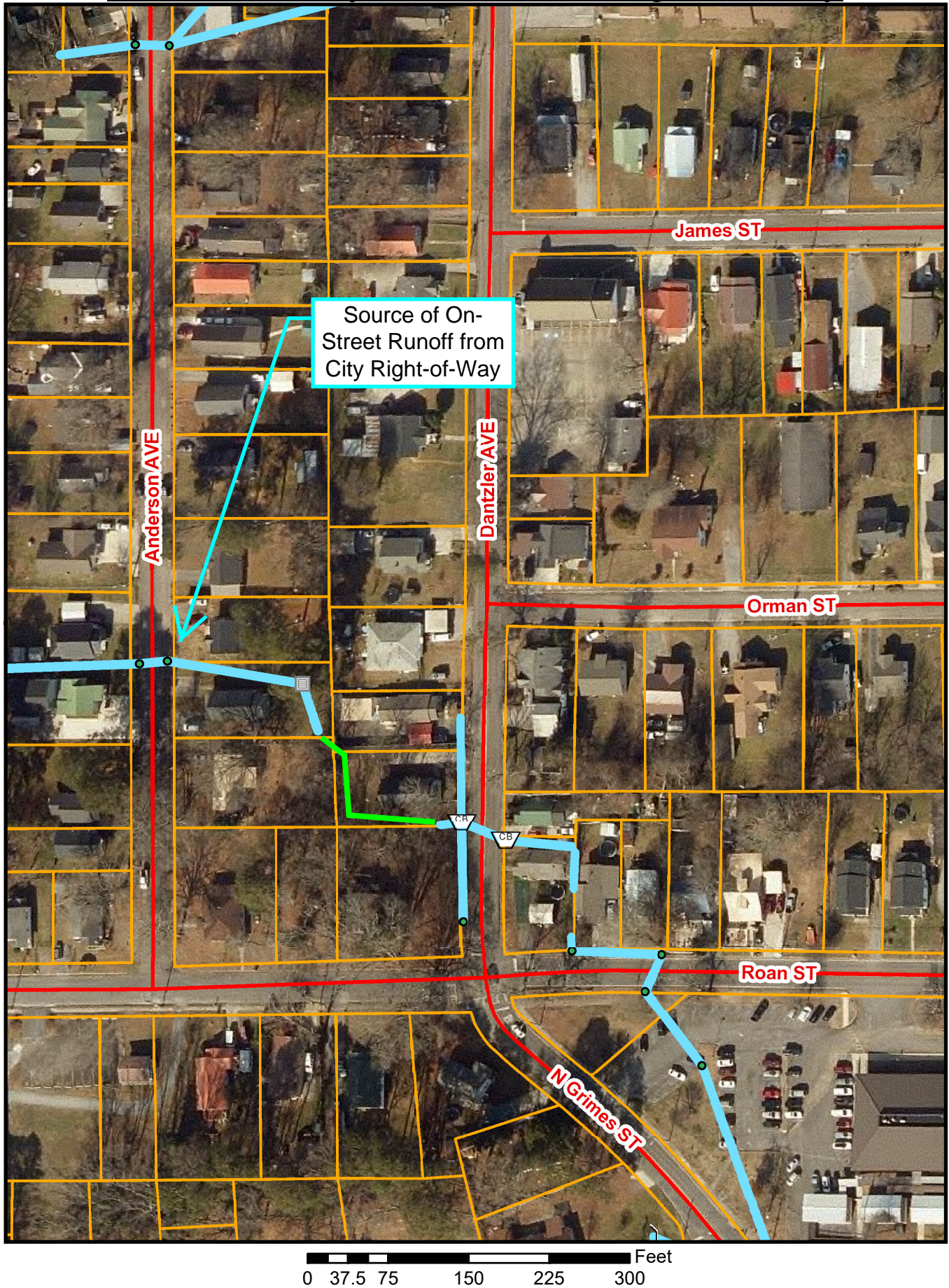
Cc: City Administrator, Andrew Parker, P.E.
City Attorney, Terry Miller

Enclosures:

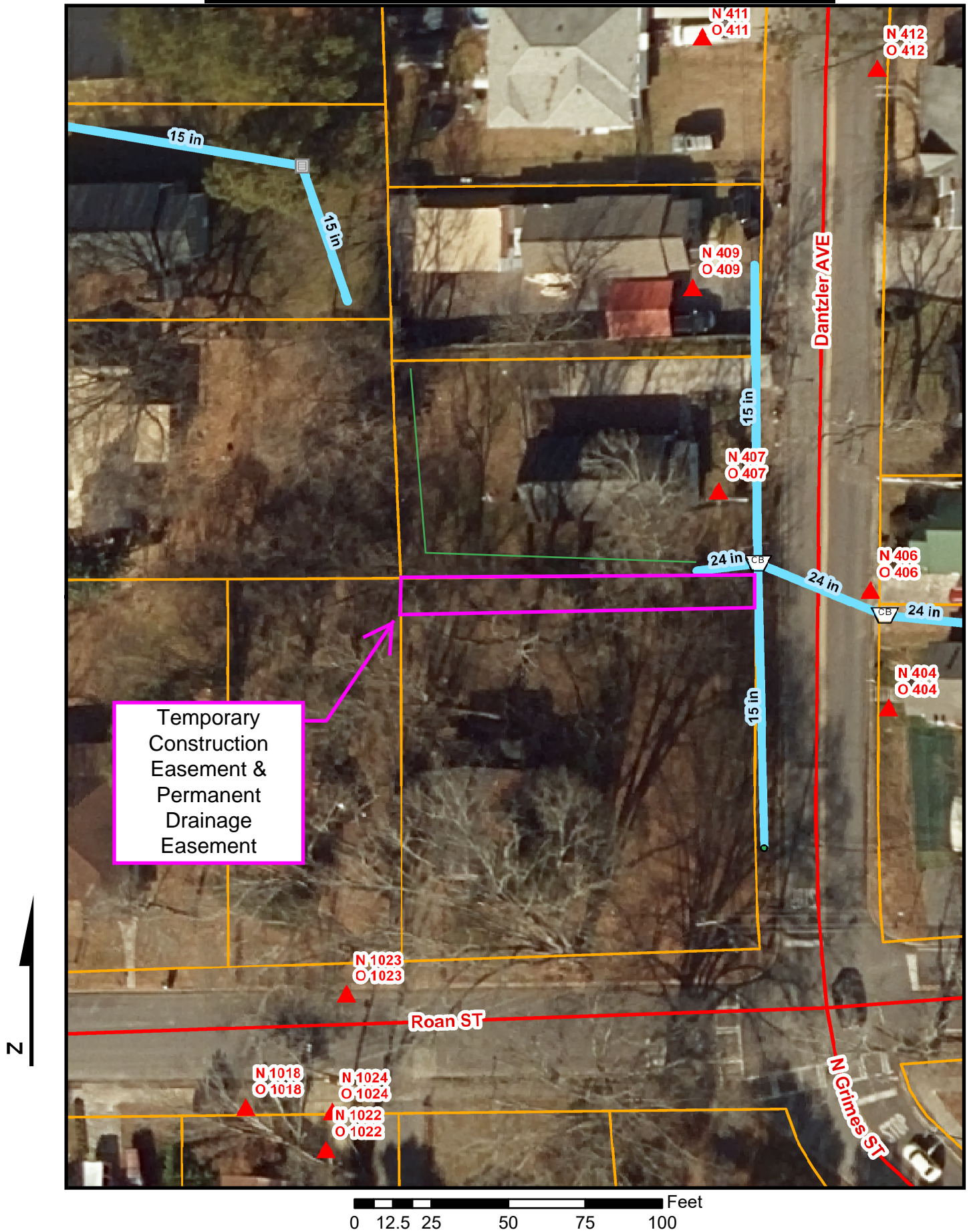
Corrective Action Plan – 407 Dantzler Avenue and 1023 Roan Street
Temporary Construction Easement

Corrective Action Plan

Source of City Runoff from Right of Way



1023 Roan Street Temporary Construction Easement and Permanent Drainage Easement



407 Dantzler Avenue Temporary Construction Easement and Permanent Drainage Easement



TEMPORARY CONSTRUCTION EASEMENT

Georgia, Whitfield County

This Temporary Construction Easement (sometimes the "Agreement") is made this 7th day of NOVEMBER, 2022 (the "Effective Date"), by and between **Harles Bonds**, party of the first part (hereinafter "Grantor"), and the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia, party of the second part (hereinafter "Grantee"), their respective heirs, administrators, successors and assigns:

WHEREAS, Grantor is the owner of certain real property and improvements in the City of Dalton, Whitfield County, Georgia, as described in **Exhibit "A"** attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Grantee is a municipal corporation owning or controlling certain real property adjacent to the Property being used as a city street or right-of-way and more particularly described as **Roan Street and Dantzler Avenue** (the "City Property"); and

WHEREAS, Grantee desires non-exclusive temporary access and use of a portion of the Property to perform certain construction activities for the public good and welfare and Grantor is willing to grant the requested access and use and subject to the terms hereof; and

WHEREAS, upon completion of the construction identified therein said construction easement shall cease; and

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) from each to the other in hand paid, the covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Temporary Construction Easement.** Grantor, for and on behalf of her heirs, administrators, executors, legal representatives, and assigns, does hereby grant unto Grantee, a temporary, non-exclusive easement in, on, over, under, across, and through that Property shown on Exhibit "A" (the "Construction Easement"). The rights, benefits, privileges, and easement granted herein are for the purpose of that construction identified in Exhibit B and as provided in Section 3 herein below (the "Construction Project"). Said Easement is temporary and shall expire upon completion of the construction therein.

2. **Term of Temporary Construction Easement.** The parties contemplate that the construction project can be completed in thirty (30) days or less once on site. However, the parties acknowledge that said construction start date may be delayed and the time frame for completion may be delayed due to weather conditions. Except as may be amended by Grantee upon written notice to Grantor, said Temporary Construction Easement shall be for a period of thirty (30) days beginning on the date of commencement. Grantee shall notify Grantor of any reasonable delay in commencement or delay in completion due to weather related delays as soon

as reasonably possible. The parties shall reasonably cooperate to complete the project in a timely manner.

3. **Construction and Additional Rights.** The Temporary Construction Easement granted herein shall include:

- (a) the right of entry into and upon the Property for the purpose of access and ingress to and egress from the Property in order to effect the rights, privileges and easements set forth herein;
- (b) the right to cut away, remove and dispose of all trees, undergrowth or other obstructions which exist on the Temporary Construction Easement, which removal is necessary for stormwater and erosion control within the easement area;
- (c) the right to install stone rip rap, fabric or other materials for stormwater and erosion control within the easement area; and
- (d) the right, when required by law, governmental regulation or necessity to conduct scientific, geotechnical, archaeological or other studies, investigation or other testing on or below the ground surface of the Property.

4. **Reservation of Rights.** Except for the rights, privileges, benefits and easements granted herein, Grantor hereby reserves all its right, title and interest in and to the Property.

5. **Conditions and Obligations of Construction Easement Use.**

- (a) The use of the Property by the Grantee shall be in accordance with all laws, ordinances, codes, and regulations of all governmental authorities having jurisdiction over the Property. Any such use of this Temporary Construction Easement by the Grantee shall be undertaken in such a manner as to minimize the disturbance to and interruption of Grantor's use of the Property to the greatest extent practicable.
- (b) Any construction or activities performed under this Temporary Construction Easement by Grantee shall be done in a good workmanlike manner and the Property shall be left in a clean and orderly condition, with all debris removed therefrom, and any areas which may have been disturbed by such work shall be restored to their former condition as nearly as practicable.

6 **Covenants of Grantor.**

- (a) Grantor waives all right to any compensation for the use and enjoyment of the rights and privileges granted herein and further acknowledges that the use granted herein does not constitute an action of eminent domain or condemnation by the Grantee. Grantor does not waive any claim for damages that may result from the negligent acts or omissions of the Grantee or its contractors in its use of the Temporary Construction Easement.

- (b) Grantor does hereby covenant with the Grantee that Grantor is lawfully seized and possessed of the Property above described, that Grantor has a good and lawful right to convey said easement, rights and privileges granted herein.
7. **No Public Dedication.** Nothing contained in this Agreement shall be deemed to be a gift of dedication to the general public or for any general public use.
8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and understanding between Grantor and Grantee relating to the subject matter hereof and may not be amended, waived or discharged except by instrument in writing executed by the party against which enforcement of such amendment, waiver or discharge is sought.
9. **Severability.** The invalidity of any one of the covenants, agreements, conditions or provisions of this Agreement, or any portion thereof, shall not affect the remaining portions thereof, or any part thereof, and this Agreement shall be modified to substitute in lieu of the invalid provision, a like and valid provision which reflects the agreement of the parties with respect to the covenant, agreement, condition or provision which has been deemed invalid.
10. **Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and upon execution by the Grantor and Grantee.
11. **Time of Essence.** Time is of the essence with respect to this Agreement.
12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

[Signatures on next page]

IN WITNESS WHEREOF, the Grantor has signed, sealed and delivered this Agreement as of the day and year first set forth above.

Signed, sealed and delivered
in the presence of:

Brittany Minn
Unofficial Witness

TOSHA HAYNES
Notary Public

My Commission Expires: 4-3-2026

Grantor:

Harles Bonds
Harles Bonds

Acceptance of Grantee:

CITY OF DALTON

Authorized Officer



EXHIBIT "A"

✓ After recording, Return to:
James E. Toland, Jr., P.C.
510 S. Thornton Ave.
Dalton, GA 30720
STATE OF GEORGIA
WHITFIELD COUNTY

Deed Doc: QCD
Recorded 02/10/2022 09:14AM
Georgia Transfer Tax Paid : \$0.00
BABS BAILEY
Clerk Superior Court, WHITFIELD County, Ga.
BK 06914 Pg 0003 0004

Title Not Checked

QUITCLAIM DEED

PLU000389

THIS INDENTURE, made the 28th day of January, 2022, between Greg Maurice Bonds (hereinafter "Grantor") and Charles Bonds (hereinafter "Grantee").

WITNESSETH, that the Grantor, for and in consideration of the sum of one dollar (\$1.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee, the following described property, to-wit:

All that tract or parcel of land situate, lying and being in Land Lot 202 in the 12th District and 3rd section of Whitfield County, Georgia, and being Lots Nos. 38-41 inclusive of the Dantzler Subdivision, as shown by plat of record in Plat Book 1, Page 161, in the Office of the Clerk of Superior Court, Whitfield County, Georgia, and Lot Nos. 49 and 50 of the new Anderson Subdivision, as shown by Plat of record in Plat Book 1, Page 207, in the Office of the Clerk of Superior Court, Whitfield County, Georgia, said lots being contiguous and forming one tract described as follows: BEGINNING at a fence on the North side of Roan Street at the end of the curvature formed by the rounding of the intersection of the North side of Roan Street with the West side of Dantzler Avenue; thence South 88° 51 minutes 13 seconds West along the North side of Roan Street 160.06 feet to a fence corner; thence North 1° 13 minutes 1 second West 133.36 feet to a fence corner and an iron pin; thence North 87° 58 minutes 45 seconds East 133.36 feet to a fence corner on the West side of Dantzler Avenue; thence South 0° 2 minutes 8 seconds East along the West side of Dantzler 108.59 feet to a fence corner at the beginning of the curvature formed by the rounding of the intersection of the West side of Dantzler Avenue with the North side of Roan Street; thence along and with said curvature 30.65 feet to the point of beginning.

TO HAVE AND TO HOLD the said described premises, together with all rights and appurtenances to the same belonging, unto the Grantee, and to the heirs and assigns of the Grantee forever, so that neither Grantor nor any person or persons claiming under Grantor shall

Ek 06914 P: 0004

at any time, by any ways or means, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, Grantor has signed, sealed and delivered this deed, all being done as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

[Signature]
GLEN FOR

[Signature]
Witness

Kelli Burnette
Notary



EXHIBIT "B"

1023 Roan Street Temporary Construction Easement
and Permanent Drainage Easement



TEMPORARY CONSTRUCTION EASEMENT

Georgia, Whitfield County

This Temporary Construction Easement (sometimes the "Agreement") is made this 20 day of September, 2022 (the "Effective Date"), by and between **Juan Prieto**, party of the first part (hereinafter "Grantor"), and the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia, party of the second part (hereinafter "Grantee"), their respective heirs, administrators, successors and assigns:

WHEREAS, Grantor is the owner of certain real property and improvements in the City of Dalton, Whitfield County, Georgia, as described in **Exhibit "A"** attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Grantee is a municipal corporation owning or controlling certain real property adjacent to the Property being used as a city street or right-of-way and more particularly described as **Dantzler Avenue** (the "City Property"); and

WHEREAS, Grantee desires non-exclusive temporary access and use of a portion of the Property to perform certain construction activities for the public good and welfare and Grantor is willing to grant the requested access and use and subject to the terms hereof; and

WHEREAS, upon completion of the construction identified therein said construction easement shall cease; and

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) from each to the other in hand paid, the covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Temporary Construction Easement.** Grantor, for and on behalf of her heirs, administrators, executors, legal representatives, and assigns, does hereby grant unto Grantee, a temporary, non-exclusive easement in, on, over, under, across, and through that Property shown on Exhibit "A" (the "Construction Easement"). The rights, benefits, privileges, and easement granted herein are for the purpose of that construction identified in Exhibit B and as provided in Section 3 herein below (the "Construction Project"). Said Easement is temporary and shall expire upon completion of the construction therein.

2. **Term of Temporary Construction Easement.** The parties contemplate that the construction project can be completed in thirty (30) days or less once on site. However, the parties acknowledge that said construction start date may be delayed and the time frame for completion may be delayed due to weather conditions. Except as may be amended by Grantee upon written notice to Grantor, said Temporary Construction Easement shall be for a period of thirty (30) days beginning on the date of commencement. Grantee shall notify Grantor of any reasonable delay in commencement or delay in completion due to weather related delays as soon

as reasonably possible. The parties shall reasonably cooperate to complete the project in a timely manner.

3. **Construction and Additional Rights.** The Temporary Construction Easement granted herein shall include:

- (a) the right of entry into and upon the Property for the purpose of access and ingress to and egress from the Property in order to effect the rights, privileges and easements set forth herein;
- (b) the right to cut away, remove and dispose of all trees, undergrowth or other obstructions which exist on the Temporary Construction Easement, which removal is necessary for stormwater and erosion control within the easement area;
- (c) the right to install stone rip rap, fabric or other materials for stormwater and erosion control within the easement area; and
- (d) the right, when required by law, governmental regulation or necessity to conduct scientific, geotechnical, archaeological or other studies, investigation or other testing on or below the ground surface of the Property.

4. **Reservation of Rights.** Except for the rights, privileges, benefits and easements granted herein, Grantor hereby reserves all its right, title and interest in and to the Property.

5. **Conditions and Obligations of Construction Easement Use.**

- (a) The use of the Property by the Grantee shall be in accordance with all laws, ordinances, codes, and regulations of all governmental authorities having jurisdiction over the Property. Any such use of this Temporary Construction Easement by the Grantee shall be undertaken in such a manner as to minimize the disturbance to and interruption of Grantor's use of the Property to the greatest extent practicable.
- (b) Any construction or activities performed under this Temporary Construction Easement by Grantee shall be done in a good workmanlike manner and the Property shall be left in a clean and orderly condition, with all debris removed therefrom, and any areas which may have been disturbed by such work shall be restored to their former condition as nearly as practicable.

6 **Covenants of Grantor.**

- (a) Grantor waives all right to any compensation for the use and enjoyment of the rights and privileges granted herein and further acknowledges that the use granted herein does not constitute an action of eminent domain or condemnation by the Grantee. Grantor does not waive any claim for damages that may result from the negligent acts or omissions of the Grantee or its contractors in its use of the Temporary Construction Easement.

- (b) Grantor does hereby covenant with the Grantee that Grantor is lawfully seized and possessed of the Property above described, that Grantor has a good and lawful right to convey said easement, rights and privileges granted herein.
7. **No Public Dedication.** Nothing contained in this Agreement shall be deemed to be a gift of dedication to the general public or for any general public use.
8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and understanding between Grantor and Grantee relating to the subject matter hereof and may not be amended, waived or discharged except by instrument in writing executed by the party against which enforcement of such amendment, waiver or discharge is sought.
9. **Severability.** The invalidity of any one of the covenants, agreements, conditions or provisions of this Agreement, or any portion thereof, shall not affect the remaining portions thereof, or any part thereof, and this Agreement shall be modified to substitute in lieu of the invalid provision, a like and valid provision which reflects the agreement of the parties with respect to the covenant, agreement, condition or provision which has been deemed invalid.
10. **Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and upon execution by the Grantor and Grantee.
11. **Time of Essence.** Time is of the essence with respect to this Agreement.
12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

[Signatures on next page]

IN WITNESS WHEREOF, the Grantor has signed, sealed and delivered this Agreement as of the day and year first set forth above.

Signed, sealed and delivered
in the presence of:

Grantor:

L. Gordon Sheppard
Unofficial Witness

Juan Prieto
Juan Prieto

Tosha Haynes
Notary Public
My Commission Expires: 4-3-26

Acceptance of Grantee:

CITY OF DALTON



Authorized Officer

EXHIBIT "A"

✓
FEARLEY & PRICE, LLC - HOME LOCATION
2288 PARKLAKE DRIVE, SUITE 200
ATLANTA, GEORGIA 30345
FILE NO. 145-371284-NW
To: [REDACTED] FROM: [REDACTED]
Date: [REDACTED]

Deed Doc: WD
Recorded: 07/24/2012 09:48AM
Georgia Transfer Tax Paid: \$0.00
MELJCA KENDRICK
Clerk Superior Court, WHITFIELD County, Ga.
R# 05761 P# 0034-0035

PT 2245

STATE OF TENNESSEE
COUNTY OF DAVISON

SPECIAL WARRANTY DEED

THIS INSTRUMENT, made this 18th day of July, 2012 between SHAUN DONOVAN, the SECRETARY OF HOUSING and URBAN DEVELOPMENT of Washington, D.C., party of the first part and

JUAN PRIETO, SOLE PROPRIETOR

of Whitfield County, Georgia, party(ies) of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00), and other valuable consideration in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm, unto the said party(ies) of the second part, and the heirs and assigns of the said party(ies) of the second part, the following described real property situated and being in the County of Whitfield, State of Georgia, to wit:

A CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF DALTON, LAND LOT NO 202 OF THE 12TH DISTRICT AND 3RD SECTION OF WHITFIELD COUNTY, GEORGIA, AND KNOWN AS LOTS NO. 35, 36, AND 37 OF THE DANTZLER SUBDIVISION, AS PER PLAT RECORDED IN PLAT BOOK 1 PAGE 181, OFFICE OF THE CLERK OF THE SUPERIOR COURT OF WHITFIELD COUNTY, GEORGIA, SAID PLAT BEING INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE.

TOGETHER WITH AND SUBJECT TO THAT CERTAIN BOUNDARY LINE AGREEMENT DATED MAY 28, 1974, AND RECORDED IN DEED BOOK 368 PAGE 81, WHITFIELD COUNTY, GEORGIA LAND RECORDS.

Parcel i. D. #: 12-202-02-013
Property Address: 407 Dantzler Ave, Dalton, GA 30721

BEING the same property acquired by the party of the first part pursuant to the provisions of the National Housing Act, as amended (12 USC 1701 et seq) and the Department of Housing and Urban Development Act (42 USC 3531 et seq).

TO HAVE AND TO HOLD the said property heretofore described, with all and singular the rights, members and appurtenances therunto appertaining, to the only proper use, benefit and behoof of the said party(ies) of the second part, forever, in fee simple, and the said party of the first part specially warrants the title to the said above-described bargained property against the lawful claims of all persons claiming by through or under the party of the first part.

SUBJECT TO ALL covenants, restrictions, reservations, easements, conditions and rights appearing of record and subject to any state of facts as accurate survey would show.

THIS DEED NOT TO BE IN EFFECT UNTIL: July 18, 2012

FILE NO. 100-371281-MW
PAGE 2

IN WITNESS WHEREOF, the undersigned has set his/her hand and seal as a principal and/or officer of HOMETELCO, LP, the Asset Manager for the United States Department of Housing and Urban Development for and on behalf of the Secretary of Housing and Urban Development, under the re-delegation of authority published at 78 F.R. 43171 (8/12/13), as amended.

Signed, sealed and delivered, in the presence of:

WITNESS

NOTARY PUBLIC



Secretary of Housing and Urban Development of Washington, D.C., its successors and/or assigns

By: Its Authorized Signatory whose name and signature appears below.

HOMETELCO, LP as Asset Manager
Contractor for O-OPC-23637

For HUD by: 
Derice Green, Assistant Project Manager

EXHIBIT "B"

407 Dantzler Avenue Temporary Construction Easement
and Permanent Drainage Easement





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11/14/2022

Agenda Item: Arcadis Professional Services Task Order No. 006A
Amendment for Stormwater Infrastructure Strategy
Analysis for Threadmill Road Culvert Crossings

Department: Public Works

Requested By: Jackson Sheppard

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

Cost: \$8,740.00

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

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

The Professional Task Order Amendment No. 006A is for requested additional services to review existing runoff conditions of the Tar Creek drainage basin within the proximity of the culvert crossings on Threadmill Road adjacent to Al Rollins Park.

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 006A
Task Order Date: October 20, 2022

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

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

Client's Project Number: _____

Project Name: Stormwater Infrastructure Strategy – City of Dalton, GA

Client's Representative: Andrew Parker, P.E.

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

Arcadis's Job Number: _____

Arcadis's Representative: Richard Greuel, P.E.

3. Time Schedule: Arcadis shall use reasonable efforts to complete its work by: 6 months from receipt of surveying data or Notice to Proceed whichever is greater.

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

\$8,740 This Task Order's Method of Payment is incorporated and attached as Attachment 2.

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

6. Amendment: [X] This Task Order amends a previously executed Task Order:

Previous Task Order Number: 6 Previous Task Order Date: March 17, 2021

ISSUED AND AUTHORIZED BY:
Client

ACCEPTED AND AGREED TO BY:
Arcadis, INC.

By: _____

By: _____

Title: _____

Title: _____

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 006A

Attachment 1

Description of Project & Scope of Work

Introduction

The City of Dalton Public Works Department requested that Arcadis review a drainage study prepared for the owner of Parcel 12-275-01-005 hereafter referred to as the Crevier property. The study was prepared by CTI Engineers to investigate flood mitigation for the Crevier property. Arcadis has been asked to review the study from a technical perspective as well as compare it to the hydrologic modeling work being prepared under our current Task Order 006. This Task Order amendment will be used to increase the existing funding authorization under Task Order 006 to pay for the work noted above.

Scope of Services

Scope of Work

- Arcadis will review the CTI study referred to as “Threadmill Flood Analysis Study” dated December 6, 2021 and identify any technical concerns regarding departure from engineering best practices.
- Arcadis will review the CTI study above and compare it to similar analysis points identified in the Citywide Modeling under Task Order 006 – Task 3.
- Arcadis will prepare a memo outlining our findings and provide it to the City.
- Arcadis will attend one meeting with City staff, CTI Engineers, and Mr. Crevier to present our findings.
 - Arcadis will only respond to requests from the City and will not communicate with the property owner or CTI Engineers except when authorized by the City.

Deliverables

- Memo of Study Review Findings.

Limitations

- This scope of work does not include litigation services.

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 006A

Attachment 2

Task Order Payment Terms

All work will be completed on a time and materials basis for a fee not to exceed the amount listed in this Task Order based on the 2021 rate table below.

2021 Rate Schedule

Title	Rate \$/hr
Project Administrative Assistant	\$70
Project Assistant	\$90
Sr Project Assistant	\$120
Project Manager	\$215
Engineering Technician I	\$90
Engineering Technician II	\$110
Staff Engineer/Scientist/Architect I	\$90
Staff Engineer/Scientist/Architect II	\$100
Staff Engineer/Scientist/Architect III	\$110
Project Engineer/Scientist/Architect I	\$120
Project Engineer/Scientist/Architect II	\$135
Project Engineer/Scientist/Architect III	\$150
Senior Engineer/Scientist/Architect I	\$165
Senior Engineer/Scientist/Architect II	\$180
Senior Engineer/Scientist/Architect III	\$195
Principal Engineer/Scientist/Architect I	\$240
Principal Engineer/Scientist/Architect II	\$265
Principal Engineer/Scientist/Architect III	\$290
Sr Engineer – GEC	\$150
GEC Tech III	\$50
GEC Tech II	\$40
GEC Tech I	\$30
Registered Land Surveyor	\$150
2-man Survey Crew	\$150
3-man Survey Crew	\$225

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

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

*Mileage will be billed at the current federal mileage rate

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

PROFESSIONAL SERVICES TASK ORDER
Task Order Number: 006A

Attachment 3
Special Conditions

None.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11/14/2022

Agenda Item: Asphalt Parking Lot Repairs-Station Two

Department: Fire Department

Requested By: Chief Todd Pangle

Reviewed/Approved by City Attorney? Yes

Cost: \$210,766.80

Funding Source if Not in Budget Capital

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

This request is for the milling, as needed, and resurfacing of all asphalt surfaces located at station two. This location is also used as our training grounds. The current asphalt is coming up in several places all throughout. This project has the approval and support of the Public Safety Commission. Dalton Public Works has assisted in the RFP process and will also be acting as the project manager given their expertise in this process.

CITY OF DALTON, GEORGIA



**REQUEST FOR PROPOSALS (RFP)
For
PROJECT:**

**CONCRETE DRIVEWAY APRONS &
ASPHALT PARKING LOT REPAIRS
CITY OF DALTON, GEORGIA**

**CITY OF DALTON FIRE DEPARTMENT
300 W Waugh St.
DALTON, GEORGIA 30720**

REQUEST FOR PROPOSALS (RFP)

1.0 OVERVIEW AND GENERAL INFORMATION

Overview

The City of Dalton requests proposals from qualified and professional contractors to furnish all labor, materials, equipment, and other necessary resources to perform all required work necessary to replace concrete driveways and failing asphalt and repair subgrade, at Dalton Fire Department (DFD) Stations One, Two, and Three. Station One is located at 404 School St., Dalton, GA 30720; Station Two: 1024 Abutment Rd., Dalton, GA 30721; Station Three: 159 Haig Mill Lake Rd., Dalton, GA 30720. This work must be performed in accordance with the specifications contained in the Request for Proposals (RFP), as quantified and described in Exhibit A.

For purposes of this RFP, the City of Dalton will hereby be referred to as “City” and the private firm will hereby be referred to as “Contractor”.

During the evaluation process, the City reserves the right where it may serve the City’s best interest to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the City, Contractors submitting proposals may be required to participate in an interview with the Owner’s representatives.

An Agreement for services will be required with the selected contractor. A copy of the agreement is attached as Exhibit B. Contract services will commence upon execution of the service agreement by the city.

Schedule

Date and Time	Event
October 5, 2022 at 1:00 PM	Mandatory Pre-RFP Meeting
October 11, 2022 at 2:00 PM	Questions Deadline
October 19, 2022 at 2:00 PM	Sealed Proposal Opening

Mandatory Pre-Bid Meeting with Site Visits

All proposers are required to attend the mandatory pre-RFP meeting with site visits for inspection prior to submitting a proposal. **In order to submit a proposal on this project, a Contractor must have a representative of the firm attend the pre-RFP meeting and must sign the sign-in sheet.** The pre-bid meeting will be held on October 5, 2022 at 1:00 PM.

Submission Information

The responsibility for submitting a response to this RFP on or before the stated date and time will be solely and strictly the responsibility of the Proposer.

Sealed Proposals will be received by the City of Dalton at the **City of Dalton Finance Department 300 W. Waugh Street, Dalton, Georgia 30720 until October 19 at 2:00 PM ET**. The envelope containing the proposals must be **sealed** and designated as the proposal for the project entitled:

SEALED PROPOSAL FOR:
CONCRETE DRIVEWAY APRONS &
ASPHALT PARKING LOT REPAIRS
CITY OF DALTON, GEORGIA

No proposal may be withdrawn within sixty (60) days after the proposal opening and shall remain firm through this period. Proposals must be signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the firm. The City of Dalton reserves the right to waive any informality and to reject any and all proposals.

No proposals will be received or accepted after 2:00 PM ET October 19, 2022. Proposals submitted after the designated date and time will be deemed invalid and returned unopened to the proposer. The City of Dalton is not responsible for lost or misdirected mail.

Questions and Addenda

All questions regarding this RFP shall be submitted in writing via email by the **questions deadline of 2:00 PM ET October 11, 2022**. Questions must be directed to:

Jackson Sheppard, E.I.T., Project Manager
City of Dalton Public Works Department
Email: 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 RFP due date. Proposers are advised to check the website for addenda before submitting a proposal. **Bids which fail to acknowledge the receipt of any addendum (if applicable) will result in the rejection of the offer if the addendum contains information which substantively changes the City's requirements.**

Indemnification

Contractor shall assume the obligation to indemnify and hold harmless the City of Dalton, its officers, employees, and representatives from and against any and all claims, damages, suits, fees, judgments, costs, expenses (including attorneys' fees), liability or payment arising out of, or through, injury to any person or persons including death and loss of services, or damage to property, suffered through any cause whatsoever in the work involved in the contract and to defend on their behalf any suit brought against them arising from such cause.

Any and all damages and costs associated with and to pedestrians, vehicles, buildings, etc. are the sole responsibility of the Contractor. The City of Dalton may review any disputes and the City's decision shall be final.

Georgia Security and Immigration Compliance

In compliance with the Georgia Security and Immigration Compliance Act, all contractors must comply with the above-mentioned State of Georgia regulations by completing the provided affidavits relative to contractor and subcontractor stating affirmatively that the contractor and any subcontractors are registered and participating in a federal work authorization program. All applicable affidavits have been included with this RFP, and **ALL SEALED PROPOSALS MUST INCLUDE EXECUTED E-VERIFY AND SAVE DOCUMENTS AT THE TIME OF THE OPENING.**

The Scope of Services, as may be modified through negotiation and/or by written addendum issued by the City, will be made part of the Agreement.

The submission of a proposal shall be deemed a representation and warranty by the Contractor that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. Statistical information which may be contained in the RFP or any addendum thereto is for information purposes only.

2.0 Submittal Requirements/Format

Format: The Parties interested in acquiring this Contract with The City of Dalton for Concrete Driveway Aprons and Asphalt Parking Lot Repairs at DFD Stations #1, #2, and #3 shall submit a written proposal package to meet the requirements below:

- A. The proposal shall set forth a lump sum cost for completion of the total Project. This cost should include replacement of concrete driveway aprons, asphalt parking lot, and subgrade repairs as built currently on sites.
- B. The proposal shall outline a complete and detailed description of the work to be completed by the Contractor as described on City's bid form in Exhibit A.
- C. Contractor shall provide a (2) two-year warranty on labor, materials, and workmanship.
- D. A list of clients (others Cities/Counties if possible), including the names, addresses, and a contact person/number, for which your company has completed similar work within the last three years.
- E. Provide a description of completed projects that demonstrate the contractor's ability to complete projects of similar scope, size and purpose, and in a timely manner.
- F. Provide a written statement outlining the timeline of activities as well as a completion date for this project.
- G. Background information on your company, including the closest office location, as well as any financial ratings and reports if available, degree of work, if any, that is to be subcontracted.
- H. The contractor shall be responsible for the removal and proper disposal of any waste or other materials generated or produced during the project. Waste should include but not limited to, the removal of any and all asphalt and concrete materials accumulated during demolition, as well as any subgrade materials being removed and replaced. The cost of the waste disposal shall be included in the lump sum proposal price. Removal and disposal of waste materials shall be in accordance with industrial standards and in accordance with all Federal, State, and Local regulations.
- I. Ability to meet insurance requirements, and attach a copy of a valid insurance certificate for the firm's general liability and proof of adequate worker's compensation coverage for employees.

- J. Ability to produce a payment and performance bond for entire bid amount. Bond rate to be specified on bid form Exhibit “A”.

3.0 Minimum Criteria Used to Determine Responsibility and Responsiveness of Proposals

Proposals shall be reviewed and evaluated based on their relative responsiveness to the criteria described in section 2.0 and with those criteria’s outlined below.

- A. Whether the Proposal demonstrates an understanding of the project (5 points)
- B. Whether the Proposal demonstrates an ability to complete the project in a timely manner (10 points)
- C. Whether the Proposer provided references or otherwise demonstrated it has performed satisfactorily in previous contracts of similar size and scope (10 points)
- D. Whether the Proposer has demonstrated the appropriate capacity, skill, and financial resources to provide the requested service (20 points)
- E. Whether the Proposer met the set insurance requirements and provided proof of same (10 points)
- F. Quality of materials proposed to be used on project (5 points)
- G. Total cost of project (40 points)

All work performed shall be of the highest quality in accordance with best management practices, procedures, and industry standards. The Proposer must conform to all Federal, State, and Local laws and governmental regulations.

4.0 Subcontracting

Any person undertaking a part of the work under the terms of the proposal, by virtue of an agreement with the Contractor, must receive the approval of the City of Dalton Project Manager prior to any such undertaking. The City of Dalton reserves the right to terminate the contract, without penalty, if the subcontracting is completed without this approval.

5.0 Safety Measures

Contractor shall take all necessary precautions for the safety of employees on the worksite and shall erect and properly maintain at all times, as required on job conditions and progress of the work, all necessary safeguards for the protection of the workmen and public. The City of Dalton reserves the right to terminate the contract, without penalty, if the Contractor fails to follow industry safety standards related to work of this nature.

6.0 Insurance Requirements

Insurance Requirements: Contractor shall procure and maintain for the duration of the contract and for a period of two years after completion of project, insurance against claims for injuries to persons or damages to property that may arise from or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The limits of liability for the insurance shall provide coverage for not less than the following amounts or greater were required by law:

Workers Compensation (WC):

State	Statutory
Federal	Statutory
Employer's Liability – Each Accident:	\$1,000,000
Employer's Liability – Disease – Each Employee:	\$1,000,000
Employer's Liability – Disease – Policy Limit:	\$1,000,000

Commercial General Liability (CGL):

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$2,000,000 (per project)
Products/Completed Ops. Aggregate Limit	\$2,000,000

Automobile Liability

Combined Single Limit	\$1,000,000
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Additional Insured: The vendor shall add the “City of Dalton, its officers, employees and agents” as an additional insured under the commercial general and automobile liability policies.

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.

As stated above, contractor shall procure and maintain insurance which shall protect the contractor and the City of Dalton from any claims for bodily injury, property damage, or personal injury which may arise out of operations under the Contract. Contractor shall procure the insurance policies at the contractor's own expense and shall furnish the City of Dalton an insurance certificate listing the City of Dalton (P.O. Box 1205, Dalton, GA 30722) as certificate holder. The insurance certificate must document that the liability insurance coverage purchased by the contractor includes contractual liability coverage to protect the City of Dalton.

In addition, the insurance certificate must provide the following information:

1. Name and address of authorized agent
2. Name and address of insured
3. Name of insurance company (licensed to operate in Georgia)
4. Description of coverage in standard terminology
5. Policy period
6. Limits of liability
7. Name and address of certificate holder
8. Acknowledgment of notice of cancellation to the City of Dalton
9. Signature of authorized agent
10. Telephone number of authorized agent
11. Details of policy exclusions in comments section of insurance certificate

7.0 Method of Selection

The City of Dalton is using the Competitive Sealed Proposal method of source selection for this procurement. An award, if made, will be made to the responsible provider whose proposal is most advantageous to the City, and most responsible and responsive as required by law, taking into consideration the factors set forth in this RFP. Providers submitting proposals may be afforded an opportunity for discussion, negotiation and revision of proposals. Discussions, negotiations and revisions may be permitted after submission of proposals and prior to an award for the purpose of obtaining the best and final offers. However, during the process of discussion, negotiation and revision, the government entity shall not disclose the contents of proposals to competing providers. All proposals shall be valid for a period of sixty (60) days from the submission date.

City of Dalton

Addendum No. 001
Revised Proposal Form

10/12/2022

PROJECT NAME: STATION #1 CONCRETE APRON REPLACEMENT

DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
GENERAL CONDITIONS				
MOBILIZATION	1	LS	8,100.00	8,100.00
TRAFFIC CONTROL	1	LS	7,400.00	7,400.00
DEMOLITION & CLEARING				
DEMO EXISTING CONCRETE	60	CY	330.00	19,800.00
SAWCUT AT PAVEMENT TIE-IN	80	LF	17.00	1,360.00
CONCRETE IMPROVEMENTS				
SUBGRADE REMEDIATION	90	CY	100.00	9,000.00
8" CONCRETE APPROACH APRON	2400	SF	15.00	36,000.00
SUBTOTAL PROJECT ESTIMATE STATION #1				\$ 81,660.00

**Station #1
Not to be
Awarded**

**- JS
11/10/2022**

PROJECT NAME: STATION #2 ASPHALT REPAIR AND OVERLAY

DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
GENERAL CONDITIONS				
MOBILIZATION	1	LS	16,500.00	16,500.00
CONCRETE IMPROVEMENTS				
12" FDR SOIL CEMENT @ 80 LBS/SY	3000	SY	28.15	84,450.00
Mill Variable Depth	4200	SY	8.50	35,700.00
1.5" HMA 12.5mm GP 2 only	4200	SY	17.15	72,030.00
SUBTOTAL PROJECT ESTIMATE STATION #2				\$ 208,680.00

**Station #2 to be
Awarded ONLY**

Subtotal: \$208,680.00

**1% Bond Cost:
\$2,080.80**

TOTAL: \$ 210,766.80

- JS 11/10/2022

PROJECT NAME: STATION #3 CONCRETE APRON REPLACEMENT

DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
GENERAL CONDITIONS				
MOBILIZATION	1	LS	8,100.00	8,100.00
TRAFFIC CONTROL	1	LS	7,400.00	7,400.00
DEMOLITION & CLEARING				
DEMO EXISTING CONCRETE	93	CY	310.00	28,830.00
SAWCUT AT PAVEMENT TIE-IN	70	LF	17.00	1,190.00
CONCRETE IMPROVEMENTS				
SUBGRADE REMEDIATION	140	CY	100.00	14,000.00
8" CONCRETE APPROACH APRON	3750	SF	15.00	56,250.00
SUBTOTAL PROJECT ESTIMATE STATION #3				\$ 115,770.00

**Station #3 Not
to be
Awarded**

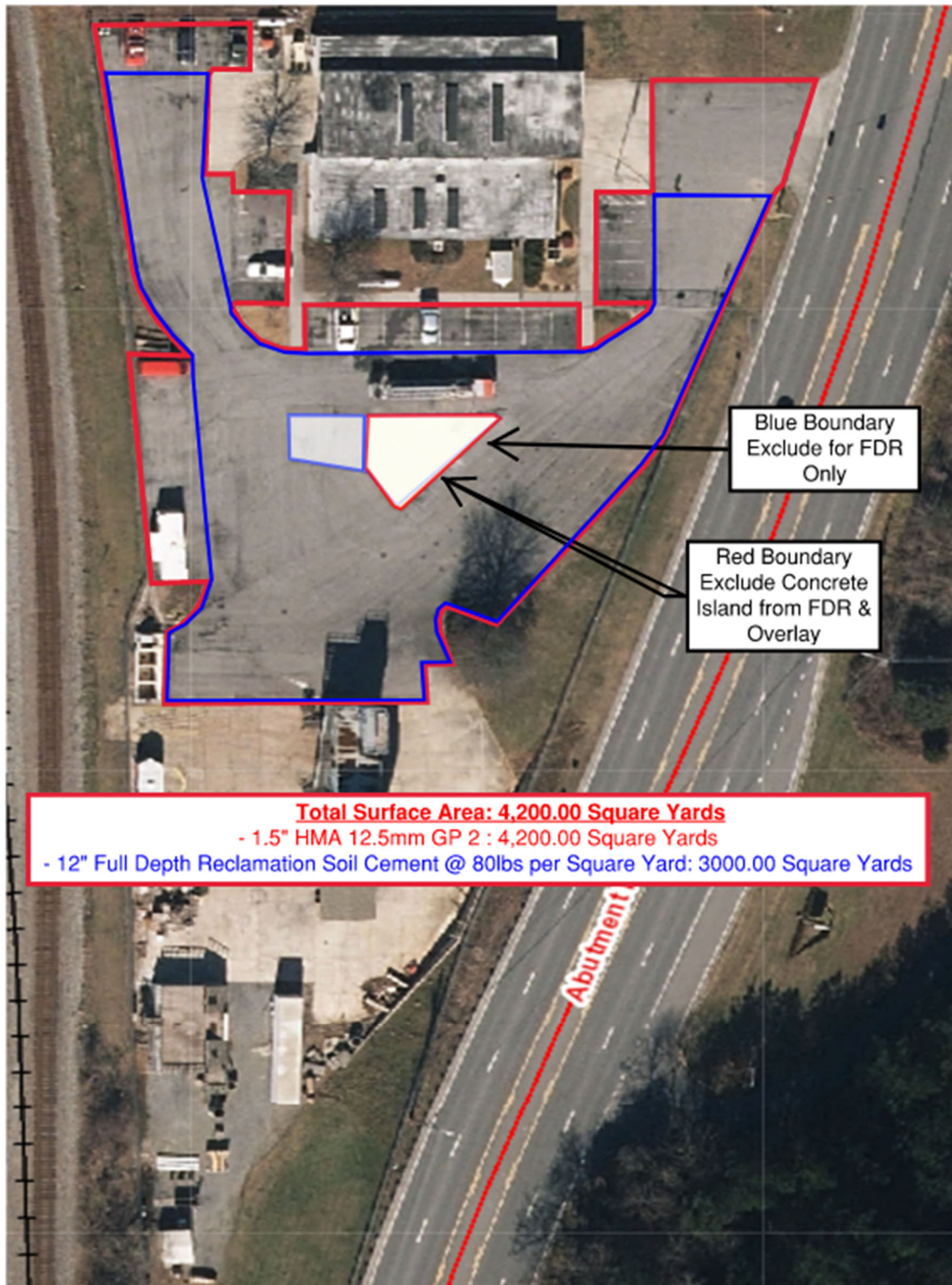
**- JS
11/10/2022**

TOTAL STATIONS #1, #2, AND #3			\$ 406,110.00	
PAYMENT AND PERFORMANCE BOND PERCENTAGE RATE			1 %	

Dalton Fire Station #1 Scope of Work Overview



Dalton Fire Station #2 Scope of Work Overview



Dalton Fire Station #3 Scope of Work Overview



Exhibit B – Contract

CITY OF DALTON FIRE DEPARTMENT

GENERAL CONSTRUCTION AGREEMENT

THIS GENERAL CONSTRUCTION AGREEMENT is made and entered into on this 14 day of November, 2022 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and "Northwest Georgia Paving, Inc.", hereinafter referred to as "CONTRACTOR".

WHEREAS, CITY owns certain real Property located at 404 School St. (Station 1), 1024 Abutment Rd. (Station 2), and 159 Haig Mill Lake Rd. (Station 3) upon which the Fire Department operates fire stations; and

WHEREAS, CITY desires to remove and replace concrete and asphalt driveways and aprons on said Property as shown in Exhibit A; and

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

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

1. CONSTRUCTION SITE: The real properties upon which the project shall be constructed are located at Station One: 404 School St., Dalton, GA 30720; Station Two: 1024 Abutment Rd., Dalton, GA 30721; Station Three: 159 Haig Mill Lake Rd., Dalton, GA 30720, hereinafter "subject property".

2. USE OF PROPERTY: CONTRACTOR shall have use and possession of the subject property at the discretion of the Fire Department. Phasing of construction not to hinder the use of the facility, and shall be discussed with the Fire Chief – Todd Pangle at the Mandatory Pre-Bid Meeting.

Time of day: 7:30AM – 7:00PM

In the event that CONTRACTOR should desire to use the subject property on additional dates or times, CONTRACTOR shall obtain written authorization from the Fire Chief- City of Dalton Fire Department. CONTRACTOR shall not restrict the public use of or access to the subject property except as may be authorized by the Fire Chief. The subject property shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the subject property. The subject property shall be used for construction of the subject

project and related storage only and not for any other commercial operations. The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents or other dangerous materials is prohibited except that such materials may be kept and stored in proper receptacles and secured from access by the public at the subject property during construction as may be necessary for use in the operation of CONTRACTOR for completion of the subject project. Any such substances shall be delivered in such amount, and stored and used only as approved by the CITY and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

3. PROJECT: The CONTRACTOR shall complete the project and perform the services specified in the Concrete Driveway Aprons & Asphalt Parking Lot Repairs (RFP) which is included herein by reference and the specifications provided in the CONTRACTOR's proposal attached hereto as Exhibit "A".

4. DATE OF COMMENCEMENT: The CONTRACTOR shall commence work on the project on November 21st, 2022. If no date is provided, then the date of commencement shall be ten days from execution of this Agreement.

5. DATE OF COMPLETION: The CONTRACTOR shall complete the project on or before June 1st, 2023.

6. CONTRACT SUM: The CITY shall pay to CONTRACTOR the total sum of \$210,766.80 for the complete performance of the project and terms of this Agreement. In addition, CITY shall pay to CONTRACTOR for any additional work performed pursuant to any mutually agreed to change orders. All change orders shall be in writing signed by both parties.

7. CONTRACT PENALTY: The CONTRACTOR shall pay to the CITY the amount of \$250 Dollars per calendar day for unexcused delay in completion of the project past the date of completion.

8. PAYMENT: The CITY shall pay the contract sum to CONTRACTOR upon complete performance of the project and terms of this Agreement. CONTRACTOR shall provide to CITY an Affidavit from the CONTRACTOR stating the CONTRACTOR has fully performed all terms of the Agreement. To insure proper performance of this contract, the Owner shall retain five percent (5%) of the amount of each estimate for the life of the Project until final completion and acceptance of all work covered by this contract. Final payment shall be made no later than 30 days after receipt of said Affidavit. Upon completion of any additional services, said additional services shall be paid within 30 days of receipt of invoice from CONTRACTOR. Payment shall be made via electronic funds transfer (EFT).

9. SURRENDER OF subject property: CONTRACTOR shall, no later than 5 days after completion of the project, surrender possession of the subject property and remove all vehicles, equipment, supplies, construction debris, waste and refuse from the subject property. CONTRACTOR shall reimburse CITY for the cost of removal of any such items remaining on the subject property after 5 days. CITY may have any such items stored at CONTRACTOR'S risk and expense. All personal Subject property remaining on the subject

property or possession of the CITY after 30 days shall be deemed abandoned by the CONTRACTOR and may be disposed of by CITY without liability to CONTRACTOR. All permanent improvements to the subject property shall become the Subject property of the CITY.

10. CITY COVENANTS: CITY covenants and agrees:

- (a) to provide all available information, data, reports, records and maps to which CITY has possession or control which are necessary for CONTRACTOR to perform the scope of services provided for herein;
- (b) to provide reasonable assistance and cooperation to CONTRACTOR in obtaining any information or documentation which are necessary for CONTRACTOR to perform the scope of services provided for herein;
- (c) to designate a representative authorized to act on the CITY's behalf with respect to the project. Unless otherwise provided, said CITY representative shall be the Director of Public Works;
- (d) to permit access to the subject public subject property and obtain permission to access necessary private subject property for CONTRACTOR to complete the scope of services;
- (e) to provide reasonable assistance to CONTRACTOR in applying for and obtaining any necessary Federal, State or local government permits for the scope of services;

11. CONTRACTOR COVENANTS: CONTRACTOR covenants and agrees:

- (a) to perform the scope of services in a professional manner, using that degree of care and skill ordinarily exercised by contractors practicing in the same or similar field;
- (b) to use only employees and subcontractors qualified to complete the work with sufficient experience in same or substantially similar projects;
- (c) to use only properly licensed employees or subcontractors for any work requiring a specialty or professional license issued by the State of Georgia;
- (d) to designate a representative authorized to act on the CONTRACTOR's behalf with respect to the project.
- (e) to use the subject property in a safe, careful and lawful manner;
- (f) to promptly report in writing to CITY any unsafe or defective condition of the subject property and any adverse site condition, which shall include but not be limited to limited access, extremely dense vegetation, subsurface conditions,

damaged property, or existing utilities, that may adversely affect CONTRACTOR's ability to complete the scope of services or other terms of this Agreement;

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

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

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

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

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

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

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

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

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

15. SUBCONTRACTORS: The CONTRACTOR shall provide written notice to CITY

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

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

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

Such notice to CITY shall be mailed to: City of Dalton
ATTN: City Administrator
P.O. Box 1205
Dalton, GA 30722-1205

Such notice to CONTRACTOR shall be mailed to: Northwest Georgia Paving, Inc.
501 W. May Street
Calhoun, Georgia 30710

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

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

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

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

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

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

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

22. **BONDS:** CONTRACTOR may be required to provide and maintain the types and amounts of bonds as identified by the City of Dalton Request for Proposal provided in Section 2 – Submittal Requirements/Format.

23. **MISCELLANEOUS PROVISIONS:**

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

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

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

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

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

(f) **Time is of the Essence.** Time is of the essence of this Agreement in each and all of its provisions.

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

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

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

CONTRACTOR:

CONTRACTOR:

By: _____

Title: _____

CITY:

CITY OF DALTON, GEORGIA

By: _____
MAYOR

Attest: _____
CITY CLERK

NORTHWEST GEORGIA PAVING, INC.

**CITY OF DALTON, GEORGIA
CONCRETE DRIVEWAY APRONS & ASPHALT PARKING LOT REPAIRS**

- A. NWGP, Inc Total Proposed Amount: \$406,110.00
- B. NWGP, Inc. shall provide mobilization, traffic control, demolition, milling/FDR, and concrete improvements for the fire departments per Exhibit A.
- C. A two-year warranty will be provided upon request.
- D. References attached.
- E. Prominent projects attached.
- F. A timeline will be developed upon award of project and NWGP, Inc. will work closely with the city to ensure timely completion of the project while coordinating access to each location with the fire departments.
- G. Established in 1958, Northwest Georgia Paving, Inc. is currently owned and operated under its third generation of ownership and remains a local hometown company operating under the same principles of quality and integrity as when it was conceived. However, over the past decades, NWGP Inc has evolved into a highly diversified company more than capable of providing all disciplines of site work, from beginning to completion.
NWGP's corporate office is located at 501 W. May Street in Calhoun, Georgia, and a GDOT Certificate of Qualification is attached as proof of financial capability.
If awarded the project, NWGP does not plan to utilize a subcontractor.
- H. Waste removal is included in the total proposed amount.
- I. Certificate of Insurance attached.
- J. If Payment and Performance Bonds are required, please add 1% to the total contract price.



NORTHWEST GEORGIA PAVING, INC REFERENCES

1. Company: City of Dalton
Street Address: 301 W. Crawford St.
City, State & Zip: Dalton, GA 30720
Contact Person: Jackson Sheppard Phone: 706-278-7077
Email Address: jsheppard@daltonga.gov
Describe Specific Job Performed: Milling & Resurfacing
2. Company: Lake Arrowhead
Street Address: 2421 Lake Arrowhead Drive
City, State & Zip: Waleska, GA 30183
Contact Person: George Sullivan Phone: 770-364-0541
Describe Specific Job Performed: Milling & Resurfacing
3. Company: City of Calhoun
Street Address: 226 S. Wall St.
City, State & Zip: Calhoun, GA 30701
Contact Person: Shane Cox Phone: 706-263-6970
Email Address: scox@calnet-ga.net
Describe Specific Job Performed: Milling & Resurfacing
4. Company: City of Roswell
Street Address: 38 Hill Street, Suite G-20
City, State & Zip: Roswell, GA 30075
Contact Person: Surapong Neo Chua Phone: 770-594-6523
Email Address: Schua@ci.roswell.ga.us
Describe Specific Job Performed: Milling & Resurfacing
5. Company: City of Sandy Springs
Street Address: 7840 Roswell Rd., Building 500
City, State & Zip: Sandy Springs, GA 30350
Contact Person: Mitch Yeargin
Email Address: myeargin@sandyspringsga.gov
Describe Specific Job Performed: Milling & Resurfacing
6. Company: City of Johns Creek
Street Address: 12000 Findley Rd., Suite 400
City, State & Zip: Johns Creek, GA
Contact Person: Riki Forney Phone: 678-512-3266
Email Address: riki.forney@johnscreekga.gov
Describe Specific Job Performed: Milling & Resurfacing
7. Company: Carbondale Business Park
Street Address: Conn 3
City, GA & Zip: Dalton, GA 30720
Contact Person: Kent Benson Phone: 706-275-7552
Email Address: kbenson@whitfieldcountygga.com
Describe Specific Job Performed: Grade, Base & Pave
8. Company: Bent Tree Community
Street Address: 40 Little Pine Mountain Rd. #20202
City, GA & Zip: Jasper, GA 30143
Contact Person: Tim Carver Phone: 770-893-2629
Email Address:
Describe Specific Job Performed: Paving
9. Company: Brasfield & Gorrie
Street Address: 1990 Vaughn Road, Suite 100
City, GA & Zip: Kennesaw, GA 30144
Contact Person: Adam Wheeler Phone: 678-581-6424
Email Address: awheeler@brasfieldgorrie.com
Describe Specific Job Performed: Grade, Base & Pave
10. Company: Oglethorpe Power
Street Address: 2100 East Exchange Place
City, & Zip: Tucker, GA 30084
Contact Person: Vann Newell
Email Address: vann.newell@opc.com
Describe Specific Job Performance: Grade, Base & Pave

Prominent Completed Projects

15-2011 SR 140 W of Oothkalooga Creek to US 41/SR 3
Georgia Department of Transportation
One Georgia Center
600 West Peachtree Street NW
Atlanta, GA 30308
\$14,315,895.91

16-2043 Asphalt Paving, Leveling and Milling
Wright Brothers Construction Co., Inc.
PO Box 437
Charleston, TN 37310
\$9,487,130.95

20-2013 2039 FY2020 FY2021 LMIG Resurfacing
City of Sandy Springs
7840 Roswell Road, Bldg 500
Sandy Springs, GA 30350
\$8,692,750.50

18-2043 M005722 Floyd - 9.070 Miles Milling & Resurfacing
Georgia Department of Transportation
One Georgia Center
600 West Peachtree Street NW
Atlanta, GA 30308
\$5,571,729.40

18-2017 M005639 Walker - Milling & Resurfacing
Georgia Department of Transportation
One Georgia Center
600 West Peachtree Street NW
Atlanta, GA 30308
\$5,390,658.44



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

March 14, 2022

CERTIFICATE OF QUALIFICATION
Vendor ID: 2NO820

Northwest Georgia Paving, Inc.
P. O. Box 578
Calhoun, GA 30703

In accordance with The Rules and Regulations governing the Prequalification of Prospective Bidders, the Georgia Department of Transportation has assigned the following Rating. This Certificate of Qualification is effective on the date of issue stated above and cancels and supersedes all Certificates previously issued:

MAXIMUM CAPACITY RATING: \$611,900,000.00

CERTIFICATE EXPIRES: February 28, 2024

PRIMARY WORK CLASS/CODE: 400

SECONDARY WORK CLASS(ES)/CODE(S): 201, 205, 208, 209, 310, 424 and 550

The total amount of incomplete work, regardless of its location and with whom it is contracted, whether in progress or awarded but not yet begun, shall not exceed the Maximum Capacity Rating. If dissatisfied with the Rating, we direct you to the Appeals Procedures in §672-5-.08 (1) & (2) and §672-1-.05, Rules of the State Department of Transportation.

A Prequalified Contractor may request an extension of its current prequalification prior to the expiration date of the prequalification by providing the Department with the following information: the amount of time requested for the extension (either 30, 60 or 90 days), the reason for the extension request and the original expiration date of the prequalification. The Department in its discretion will determine whether the extension should be granted and will notify the Contractor of its determination.

Allowing approved prequalification to lapse will leave the Contractors without the ability to bid work until such time as the standing returns to an approved status. If you desire to apply at some intermediate period before the expiration date, your Rating will be reviewed based on the new application.

This Prequalification Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT. *Work class codes are for reference only and do not represent a certification to be provided in support of contractor ability or NAICS code determinations. NAICS Codes are assigned by the office of Equal Employment Opportunity.*

Sincerely,

Marc Mastronardi, P.E.

Marc Mastronardi, P.E.
Chairman, Prequalification Committee/Contractors

Digitally signed by Marc Mastronardi, P.E.
DN: C=US, E=mmastronardi@dot.ga.gov,
O=Georgia Department of Transportation,
OU=Division of Construction - Director,
CN="Marc Mastronardi, P.E."
Date: 2022.03.21 08:45:43-04'00'

MM:TKA

CONTRACTOR AFFIDAVIT AND AGREEMENT

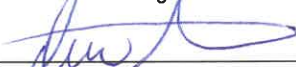
By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Dalton has registered with and is participating in a federal work authorization program* [any of the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

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

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

110560

EEV/Basic Pilot Program* User Identification Number


BY: Authorized Officer or Agent
(Contractor Name)

10/19/2022

Date

President

Title of Authorized Officer or Agent of Contractor

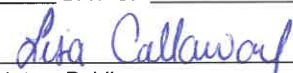
Russell Smith

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

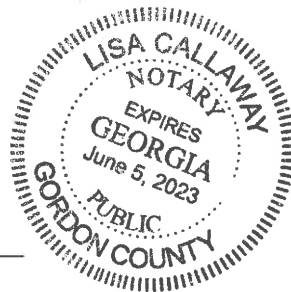
19th DAY OF October, 2022



Notary Public

My Commission Expires:

06/05/2023



* 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).



NWGAPAV-01

DPENNINGTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Advanced Insurance Strategies, LLC P.O. Box 709 Dalton, GA 30722	CONTACT NAME: David Pennington	
	PHONE (A/C, No, Ext): (706) 226-0186 2332 FAX (A/C, No): (706) 226-0178	
	E-MAIL ADDRESS: dpennington@ais-ins.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Liberty Mutual Insurance	23043
INSURED NW GA Paving Inc P.O. Box 578 Calhoun, GA 30703	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: General Aggregate			TB6-Z51-292215-022	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS6-Z51-292215-012	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			TH7-Z51-292215-042	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCC-Z51-292215-032	5/1/2022	5/1/2023	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General liability additional insured including completed operations LC2058(01-17). General liability waiver of subrogation LC0443(01-17). The coverage afforded the Additional insured shall be primary and non-contributory to any insurance of the Additional Insured. Automobile blanket additional insured AC8423(08-11). Automobile blanket waiver of subrogation AC8407(11-17). WC000313 Workers comp blanket waiver of subrogation. Blanket 30 day notice of cancellation AC8407 (11-17). Umbrella follows form. All policies are endorsed to provide a 30 written notice of cancellation to Additional Insureds prior to cancellation.

Project: CONCRETE DRIVEWAY APRONS & ASPHALT PARKING LOT REPAIRS CITY OF DALTON, GEORGIA

CERTIFICATE HOLDER

CANCELLATION

City of Dalton Fire Department
300 W. Waugh Street
Dalton, GA 30720

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Policy Number TB6-Z51-292215-028
Issued by THE FIRST LIBERTY INSURANCE CORPORATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COMMERCIAL GENERAL LIABILITY
ADDITIONAL INSURED ENHANCEMENT FOR CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Index of modified items:

- Item 1. **Blanket Additional Insured Where Required By Written Agreement**
 - Lessors of Leased Equipment
 - Managers or Lessors of Premises
 - Mortgagees, Assignees or Receivers
 - Owners, Lessees or Contractors
 - Architects, Engineers or Surveyors
 - Any Person or Organization
- Item 2. **Blanket Additional Insured – Grantor Of Permits**
- Item 3. **Other Insurance Amendment**

Item 1. Blanket Additional Insured Where Required By Written Agreement

Paragraph 2. of Section II – Who Is An Insured is amended to add the following:

Additional Insured by Written Agreement

The following are insureds under the policy when you have agreed in a written agreement to provide them coverage as additional insureds under your policy:

1. **Lessors of Leased Equipment:** The person(s) or organization(s) from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

2. **Managers or Lessors of Premises:** Any manager(s) or lessor(s) of premises leased to you in which the written lease agreement obligates you to procure additional insured coverage.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent act(s) or omission(s) of you, your "employees", your agents or your subcontractors. There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out of the additional insured's sole negligence.

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises or to lease that land;
- b. Structural alterations, new construction or demolition operations performed by or on behalf of that manager or lessor; or
- c. Any premises for which coverage is excluded by endorsement.

3. **Mortgagees, Assignees or Receivers:** Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of your ownership, maintenance or use of the premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or on behalf of such person(s) or organization(s).

4. **Owners, Lessees or Contractors:** Any person(s) or organization(s) to whom you are obligated to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of your "employees", your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of your "employees", your agents, or your subcontractors.

There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out the additional insured's sole negligence.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services.

5. **Architects, Engineers or Surveyors:** Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of those acting on your behalf:

- a. In connection with your premises; or
- b. In the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by or for you, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by or for you.

6. Any Person or Organization Other Than a Joint Venture: Any person(s) or organization(s) (other than a joint venture of which you are a member) for whom you are obligated to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with premises owned by or rented to you.

This insurance does not apply to:

- a. Any person(s) or organization(s) more specifically covered in Paragraphs 1 through 5 above;
- b. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf; or
- c. Any person(s) or organization(s) whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving or failing to prepare or approve, maps, drawings, opinions, reports, surveys, field orders, change orders, designs and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by or on behalf of you, or those operating on your behalf.

The insurance afforded to any person(s) or organization(s) as an insured under this Item 1:

- 1. Applies to the extent permitted by law;
- 2. Applies only to the scope of coverage and the minimum limits of insurance required by the written agreement, but in no event exceeds either the scope of coverage or the limits of insurance provided by this policy;
- 3. Does not apply to any person(s) or organization(s) for any "bodily injury", "property damage" or "personal and advertising injury" if any other additional insured endorsement attached to this policy applies to such person(s) or organization(s) with regard to the "bodily injury", "property damage" or "personal and advertising injury";
- 4. Applies only if the "bodily injury" or "property damage" occurs, or the offense giving rise to the "personal and advertising injury" is committed, subsequent to the execution of the written agreement; and
- 5. Applies only if the written agreement is in effect at the time the "bodily injury" or "property damage" occurs, or at the time the offense giving rise to the "personal and advertising injury" is committed.

Item 2. Blanket Additional Insured – Grantor Of Permits

Paragraph 2. of Section II - Who Is An Insured is amended to add the following:

Any state, municipality or political subdivision that has issued you a permit in connection with any operations performed by you or on your behalf, or in connection with premises you own, rent or control, and to which this insurance applies, but only to the extent that you are required to provide additional insured status to the state, municipality or political subdivision as a condition of receiving and maintaining the permit. Such state, municipality or political subdivision that has issued you a permit is an insured only with respect to their liability as grantor of such permit to you.

However, with respect to the state, municipality or political subdivision:

1. Coverage will be no broader than required; and
2. Limits of insurance will not exceed the minimum limits of insurance required as a condition for receiving or maintaining the permit;

but neither the scope of coverage nor the limits of insurance will exceed those provided by this policy.

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision;
2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written agreement initiated prior to loss; or
3. "Bodily injury", "property damage" or "personal and advertising injury", unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 3. Other Insurance Amendment

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person(s) or organization(s) that qualifies as an additional insured on this policy, this policy will apply solely on the basis required by such written agreement and Paragraph 4. Other Insurance of Section IV – Commercial General Liability Conditions will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. Other Insurance of Section IV – Commercial General Liability Conditions will apply. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

Policy Number TB6-Z51-292215-028
Issued by THE FIRST LIBERTY INSURANCE CORPORATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY ENHANCEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Index of modified items:

- Item 1. **Reasonable Force**
- Item 2. **Non-Owned Watercraft Extension**
- Item 3. **Damage To Premises Rented To You – Expanded Coverage**
- Item 4. **Bodily Injury To Co-Employees**
- Item 5. **Health Care Professionals As Insureds**
- Item 6. **Knowledge Of Occurrence Or Offense**
- Item 7. **Notice Of Occurrence Or Offense**
- Item 8. **Unintentional Failure To Disclose**
- Item 9. **Bodily Injury Redefined**
- Item 10. **Supplementary Payments – Increased Limits**
- Item 11. **Property In Your Care, Custody Or Control**
- Item 12. **Mobile Equipment Redefined**
- Item 13. **Newly Formed Or Acquired Entities**
- Item 14. **Waiver Of Right Of Recovery By Written Contract Or Agreement**
- Item 15. **Contractual Liability – Railroads**

Item 1. Reasonable Force

Exclusion a. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Item 2. Non-Owned Watercraft Extension

Paragraph (2) of Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 55 feet long; and
- (b) Not being used to carry persons or property for a charge;

Item 3. Damage To Premises Rented To You – Expanded Coverage

A. The final paragraph of 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

B. Paragraph 6. of Section III – Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You Limit is the greater of:

- a. \$300,000; or
- b. The Damage To Premises Rented To You Limit shown on the Declarations.

C. Paragraph 9.a. of the definition of "insured contract" in Section V – Definitions is replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

D. The paragraph immediately following Paragraph (6) of Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning or explosion or subsequent damages resulting from such fire, lightning or explosion including water damage) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits of Insurance.

Item 4. **Bodily Injury To Co-Employees**

A. Paragraph 2. of Section II – Who Is An Insured is amended to include:

Each of the following is also an insured:

Your "employees" (other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company)) or "volunteer workers" are insureds while in the course of their employment or while performing duties related to the conduct of your business with respect to "bodily injury":

- (1) To you;
- (2) To your partners or members (if you are a partnership or joint venture);
- (3) To your members (if you are a limited liability company); or
- (4) To a co-"employee" or "volunteer worker" while that co-"employee" or "volunteer worker" is either in the course of his or her employment by you or while performing duties related to the conduct of your business (including participation in any recreational activities sponsored by you).

Paragraph 2.a.(1)(a) of Section II – Who Is An Insured does not apply to "bodily injury" for which insurance is provided by this paragraph.

- B. The insurance provided by this Item 4. for "bodily injury" to a co-"employee" or "volunteer worker" will not apply if the injured co-"employee's" or "volunteer worker's" sole remedy for such injury is provided under a workers' compensation law or any similar law.

C. Other Insurance

The insurance provided by this Item 4. is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis.

Item 5. Health Care Professionals As Insureds

- A. Paragraph 2.a.(1)(d) of Section II – Who Is An Insured is replaced by the following:

(d) Arising out of his or her providing or failure to provide professional health care services. However, any "employee" or "volunteer worker" of the Named Insured who is acting as a Good Samaritan in response to a public or medical emergency or who is a "designated health care provider" is an insured with respect to "bodily injury" and "personal and advertising injury" that:

- (i) Arises out of the providing of or failure to provide professional health care services; and
- (ii) Occurs in the course of and within the scope of such "employee's" or "volunteer worker's" employment by the Named Insured.

- B. With respect to "employees" and "volunteer workers" providing professional health care services, the following exclusions are added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

- (1) Liability assumed under an "insured contract" or any other contract or agreement;
- (2) Liability arising out of the providing of professional health care services in violation of law;
- (3) Liability arising out of the providing of any professional health care services while in any degree under the influence of intoxicants or narcotics;
- (4) Liability arising out of any dishonest, fraudulent, malicious or knowingly wrongful act or failure to act; or
- (5) Punitive or exemplary damages, fines or penalties.

- C. The following definition is added to Section V – Definitions:

"Designated health care provider" means any "employee" or "volunteer worker" of the Named Insured whose duties include providing professional health care services, including but not limited to doctors, nurses, emergency medical technicians or designated first aid personnel.

D. Other Insurance

The insurance provided by this Item 5. is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis.

Item 6. Knowledge Of Occurrence Or Offense

Knowledge of an "occurrence" or offense by your agent, servant or "employee" will not in itself constitute knowledge by you unless your "executive officer" or "employee" designated by you to notify us of an "occurrence" or offense has knowledge of the "occurrence" or offense.

Item 7. Notice Of Occurrence Or Offense

For purposes of Paragraph 2.a. of Section IV – Commercial General Liability Conditions, you refers to your "executive officer" or "employee" that you have designated to give us notice.

Item 8. Unintentional Failure To Disclose

Unintentional failure of the Named Insured to disclose all hazards existing at the inception of this policy shall not be a basis for denial of any coverage afforded by this policy. However, you must report such an error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 9. Bodily Injury Redefined

The definition of "bodily injury" in Section V – Definitions is replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time; and
- b. Mental anguish, shock or humiliation arising out of injury as defined in Paragraph a. above. Mental anguish means any type of mental or emotional illness or distress.

Item 10. Supplementary Payments – Increased Limits

Paragraphs 1.b. and 1.d. of Section I – Supplementary Payments – Coverages A And B are replaced by the following:

- b. Up to \$3,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

Item 11. Property In Your Care, Custody Or Control

- A. Paragraphs (3) and (4) of Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability are deleted.

B. Additional Exclusion

Coverage provided by this endorsement does not apply to "property damage" to property while in transit.

C. Limits of Insurance

Subject to Paragraphs 2., 3., and 5. of Section III – Limits Of Insurance, the most we will pay for insurance provided by Paragraph A. above is:

\$10,000 Each Occurrence Limit

\$75,000 Aggregate Limit

The Each Occurrence Limit for this coverage applies to all damages as a result of any one "occurrence" regardless of the number of persons or organizations who sustain damage because of that "occurrence".

The Aggregate Limit is the most we will pay for the sum of all damages under this Item 11.

D. Other Insurance

This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this policy.

Item 12. Mobile Equipment Redefined

The definition of "mobile equipment" in Section V – Definitions is amended to include self-propelled vehicles with permanently attached equipment less than 1000 pounds gross vehicle weight that are primarily designed for:

- (1) Snow removal;
- (2) Road maintenance, but not construction or resurfacing; or
- (3) Street cleaning.

Item 13. Newly Formed Or Acquired Entities

A. Paragraph 3. of Section II – Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain majority ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until:

- (1) The 180th day after you acquire or form the organization;
- (2) Separate coverage is purchased for the organization; or
- (3) The end of the policy period

whichever is earlier;

- b. Section I – Coverage A – Bodily Injury And Property Damage Liability does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Section I – Coverage B – Personal And Advertising Injury Liability does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

B. The insurance afforded to any organization as a Named Insured under this Item 13. does not apply if a Broad Form Named Insured endorsement attached to this policy applies to that organization.

Item 14. Waiver Of Right Of Recovery By Written Contract Or Agreement

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Commercial General Liability Conditions:

We waive any right of recovery because of payments we make under this policy for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" that we may have against any person or organization with whom you have agreed in a written contract or agreement to waive your rights of recovery but only if the "bodily injury" or "property damage" occurs, or offense giving rise to "personal and advertising injury" is committed subsequent to the execution of the written contract or agreement.

Item 15. Contractual Liability – Railroads

Paragraph 9. of Section V – Definitions is replaced by the following:

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failing to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

Policy Number: AS2-Z51-292215-018
Issued by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):
BLANKET

Regarding Designated Contract or Project:
BLANKET

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

Policy Number
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- I. Newly Acquired or Formed Organizations
- II. Employees as Insureds
- III. Lessor - Additional Insured and Loss Payee
- IV. Supplementary Payments - Increased Limits
- V. Fellow Employee Coverage
- VI. Personal Property of Others
- VII. Additional Transportation Expense and Cost to Recover Stolen Auto
- VIII. Airbag Coverage
- IX. Tapes, Records and Discs Coverage
- X. Physical Damage Deductible - Single Deductible
- XI. Physical Damage Deductible - Glass
- XII. Physical Damage Deductible - Vehicle Tracking System
- XIII. Duties in Event of Accident, Claim, Suit or Loss
- XIV. Unintentional Failure to Disclose Hazards
- XV. Worldwide Liability Coverage - Hired and Nonowned Autos
- XVI. Hired Auto Physical Damage
- XVII. Auto Medical Payments Coverage Increased Limits
- XVIII. Drive Other Car Coverage - Broadened Coverage for Designated Individuals
- XIX. Rental Reimbursement Coverage
- XX. Notice of Cancellation or Nonrenewal
- XXI. Loan/Lease Payoff Coverage
- XXII. Limited Mexico Coverage
- XXIII. Waiver of Subrogation

I. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

Throughout this policy, the words you and your also refer to any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership of more than 50 percent interest, provided:

- A. There is no similar insurance available to that organization;
- B. Unless you notify us to add coverage to your policy, the coverage under this provision is afforded only until:
 - 1. The 90th day after you acquire or form the organization; or
 - 2. The end of the policy period, whichever is earlier; and
- C. The coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

Policy Number
Issued by

II. EMPLOYEES AS INSURED

Paragraph A.1. Who Is An Insured of SECTION II - LIABILITY COVERAGE is amended to add:

Your "employee" is an "insured" while using with your permission a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

III. LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

A. Any "leased auto" will be considered an "auto" you own and not an "auto" you hire or borrow. The coverages provided under this section apply to any "leased auto" until the expiration date of this policy or until the lessor or his or her agent takes possession of the "leased auto" whichever occurs first.

B. For any "leased auto" that is a covered "auto" under SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured provision is changed to include as an "insured" the lessor of the "leased auto". However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

1. You.
2. Any of your "employees" or agents; or
3. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

C. Loss Payee Clause

1. We will pay, as interests may appear, you and the lessor of the "leased auto" for "loss" to the covered "leased auto".
2. The insurance covers the interest of the lessor of the "leased auto" unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor of a "leased auto", we will obtain his or her rights against any other party.

D. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

E. The lessor is not liable for payment of your premiums.

F. For purposes of this endorsement, the following definitions apply:

"Leased auto" means an "auto" which you lease for a period of six months or longer for use in your business, including any "temporary substitute" of such "leased auto".

"Temporary substitute" means an "auto" that is furnished as a substitute for a covered "auto" when the covered "auto" is out of service because of its breakdown, repair, servicing, "loss" or destruction.

IV. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

Subparagraphs A.2.a.(2) and A.2.a.(4) of SECTION II - LIABILITY COVERAGE are deleted and replaced by the following:

- (2) Up to \$3,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including the actual loss of earnings up to \$500 a day because of time off from work.

V. FELLOW EMPLOYEE COVERAGE

- A. Exclusion B.5. of SECTION II - LIABILITY COVERAGE does not apply.
- B. For the purpose of Fellow Employee Coverage only, Paragraph B.5. of BUSINESS AUTO CONDITIONS is changed as follows:

This Fellow Employee Coverage is excess over any other collectible insurance.

VI. PERSONAL PROPERTY OF OTHERS

Exclusion 6. in SECTION II - LIABILITY COVERAGE for a covered "auto" is amended to add:

This exclusion does not apply to "property damage" or "covered pollution cost or expense" involving "personal property" of your "employees" or others while such property is carried by the covered "auto". The Limit of Insurance for this coverage is \$5,000 per "accident". Payment under this coverage does not increase the Limit of Insurance.

For the purpose of this section of this endorsement, "personal property" is defined as any property that is not used in the individual's trade or business or held for the production or collection of income.

VII. ADDITIONAL TRANSPORTATION EXPENSE AND COST TO RECOVER STOLEN AUTO

- A. Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

The amount we will pay is increased to \$50 per day and to a maximum limit of \$1,000.

- B. Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

If your business is shown in the Declarations as something other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen covered "auto" from the place where it is recovered to its usual garaging location.

VIII. AIRBAG COVERAGE

Exclusion B.3.a. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

This exclusion does not apply to the accidental discharge of an airbag.

Policy Number
Issued by

IX. TAPES, RECORDS AND DISCS COVERAGE

Exclusion B.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment except when the tapes, records, discs or other similar audio, visual or data electronic devices:

- (1) Are your property or that of a family member; and

- (2) Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" is \$200. No Physical Damage Coverage deductible applies to this coverage.

X. PHYSICAL DAMAGE DEDUCTIBLE - SINGLE DEDUCTIBLE

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

When two or more covered "autos" sustain "loss" in the same collision, the total of all the "loss" for all the involved covered "autos" will be reduced by a single deductible, which will be the largest of all the deductibles applying to all such covered "autos".

XI. PHYSICAL DAMAGE DEDUCTIBLE - GLASS

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

No deductible applies to "loss" to glass if you elect to patch or repair it rather than replace it.

XII. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

XIII. DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Subparagraphs A.2.a. and A.2.b. of SECTION IV- BUSINESS AUTO CONDITIONS are changed to:

- a. In the event of "accident", claim, "suit" or "loss", your insurance manager or any other person you designate must notify us as soon as reasonably possible of such "accident", claim, "suit" or "loss". Such notice must include:

- (1) How, when and where the "accident" or "loss" occurred;

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- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Knowledge of an "accident", claim, "suit" or "loss" by your agent, servant or "employee" shall not be considered knowledge by you unless you, your insurance manager or any other person you designate has received notice of the "accident", claim, "suit" or "loss" from your agent, servant or "employee".

b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

XIV. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. in SECTION IV - BUSINESS AUTO CONDITIONS is amended to add the following:

Any unintentional failure to disclose all exposures or hazards existing as of the effective date of the Business Auto Coverage Form or at any time during the policy period will not invalidate or adversely affect the coverage for such exposure or hazard. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery

XV. WORLDWIDE LIABILITY COVERAGE - HIRED AND NONOWNED AUTOS

Condition B.7. in SECTION IV - BUSINESS AUTO CONDITIONS is amended to include the following:

For "accidents" resulting from the use or operation of covered "autos" you do not own, the coverage territory means all parts of the world subject to the following provisions:

- a. If claim is made or "suit" is brought against an "insured" outside of the United States of America, its territories and possessions, Puerto Rico and Canada, we shall have the right, but not the duty to investigate, negotiate, and settle or defend such claim or "suit".

If we do not exercise that right, the "insured" shall have the duty to investigate, negotiate, and settle or defend the claim or "suit" and we will reimburse the "insured" for the expenses reasonably incurred in connection with the investigation, settlement or defense. Reimbursement will be paid in the currency of the United States of America at the rate of exchange prevailing on the date of reimbursement.

The "insured" shall provide us with such information we shall reasonably request regarding such claim or "suit" and its investigation, negotiation, and settlement or defense.

The "insured" shall not agree to any settlement of the claim or "suit" without our consent. We shall not unreasonably withhold consent.

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- b. We are not licensed to write insurance outside of the United States of America, its territories or possessions, Puerto Rico and Canada.

We will not furnish certificates of insurance or other evidence of insurance you may need for the purpose of complying with the laws of other countries relating to auto insurance.

Failure to comply with the auto insurance laws of other countries may result in fines or penalties. This insurance does not apply to such fines or penalties.

XVI. HIRED AUTO PHYSICAL DAMAGE

If no deductibles are shown in the Declarations for Physical Damage Coverage for Hired or Borrowed Autos, the following will apply:

- A. We will pay for "loss" under Comprehensive and Collision coverages to a covered "auto" of the private passenger type hired without an operator for use in your business:

- 1. The most we will pay for coverage afforded by this endorsement is the lesser of:
 - a. The actual cost to repair or replace such covered "auto" with other property of like kind and quality; or
 - b. The actual cash value of such covered "auto" at the time of the "loss".
- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

- B. For each covered "auto", our obligation to pay for, repair, return or replace the covered "auto" will be reduced by any deductible shown in the Declarations that applies to private passenger "autos" that you own. If no applicable deductible is shown in the Declarations, the deductible will be \$250.

If the Declarations show other deductibles for Physical Damage Coverages for Hired or Borrowed Autos, this Section XVI of this endorsement does not apply.

- C. Paragraph A.4.b. of SECTION III - PHYSICAL DAMAGE COVERAGE is replaced by:

- b. Loss of Use Expenses

For Hired Auto Physical Damage provided by this endorsement, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a private passenger vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

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However, the most we will pay under this coverage is \$30 per day, subject to a maximum of \$900.

XVII. AUTO MEDICAL PAYMENTS COVERAGE - INCREASED LIMITS

For any covered "loss", the Limit of Insurance for Auto Medical Payments will be double the limit shown in the Declarations if the "insured" was wearing a seat belt at the time of the "accident". This is the maximum amount we will pay for all covered medical expenses, regardless of the number of covered "autos", "insureds", premiums paid, claims made, or vehicles involved in the "accident".

If no limit of insurance for Auto Medical Payments is shown on the Declarations, this paragraph Section XVII of this endorsement does not apply.

XVIII. DRIVE OTHER CAR COVERAGE - BROADENED COVERAGE FOR DESIGNATED INDIVIDUALS

A. This endorsement amends only those coverages indicated with an "X" in the Drive Other Car section of the Schedule to this endorsement.

B. SECTION II - LIABILITY COVERAGE is amended as follows:

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by any individual named in the Drive Other Car section of the Schedule to this endorsement or by his or her spouse while a resident of the same household except:

- a. Any "auto" owned by that individual or by any member of his or her household; or
- b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

2. The following is added to Who Is An Insured:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in Paragraph B.1. of this endorsement.

C. Auto Medical Payments, Uninsured Motorist, and Underinsured Motorist Coverages are amended as follows:

The following is added to Who Is An Insured:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her "family members" are "insured" while "occupying" or while a pedestrian when struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member".

D. SECTION III - PHYSICAL DAMAGE COVERAGE is changed as follows:

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in the Drive Other Car section of the Schedule to this endorsement or his or her spouse while a resident of the same household except:

1. Any "auto" owned by that individual or by any member of his or her household; or

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2. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

E. For purposes of this endorsement, SECTION V - DEFINITIONS is amended to add the following:

"Family member" means a person related to the individual named in the Drive Other Car section of the Schedule to this endorsement by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

XIX. RENTAL REIMBURSEMENT COVERAGE

- A. For any owned covered "auto" for which Collision and Comprehensive Coverages are provided, we will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered physical damage "loss" to an owned covered "auto". Such payment applies in addition to the otherwise applicable amount of physical damage coverage you have on a covered "auto". No deductibles apply to this coverage.
- B. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending with the earlier of the return or repair of the covered "auto", or the exhaustion of the coverage limit.
- C. Our payment is limited to the lesser of the following amounts:
 1. Necessary and actual expenses incurred; or
 2. \$30 per day with a maximum of \$900 in any one period.
- D. This coverage does not apply:
 1. While there are spare or reserve "autos" available to you for your operations; or
 2. If coverage is provided by another endorsement attached to this policy.
- E. If a covered "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under Paragraph A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE of the Business Auto Coverage Form or Section VII of this endorsement.

XX. NOTICE OF CANCELLATION OR NONRENEWAL

- A. Paragraph A.2. of the COMMON POLICY CONDITIONS is changed to:
 2. We may cancel or non-renew this policy by mailing written notice of cancellation or non-renewal to the Named Insured, and to any name(s) and address(es) shown in the Cancellation and Non-renewal Schedule:
 - a. For reasons of non-payment, the greater of:
 - (1) 10 days; or
 - (2) The number of days specified in any other Cancellation Condition attached to this policy; or
 - b. For reasons other than non-payment, the greater of:

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- (1) 60 days;
- (2) The number of days shown in the Cancellation and Non-renewal Schedule; or
- (3) The number of days specified in any other Cancellation Condition attached to this policy,
prior to the effective date of the cancellation or non-renewal.

B. All other terms of Paragraph A. of the COMMON POLICY CONDITIONS, and any amendments thereto, remain in full force and effect.

XXI. LOAN/LEASE PAYOFF COVERAGE

The following is added to Paragraph C. Limit of Insurance of SECTION III - PHYSICAL DAMAGE COVERAGE:

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto", less:

1. The amount paid under the PHYSICAL DAMAGE COVERAGE SECTION of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

This coverage is limited to a maximum of \$1500 for each covered "auto".

XXII. LIMITED MEXICO COVERAGE

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - **NOT** THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER **THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES** AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR BEYOND 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

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A. Coverage

1. Paragraph B.7. of SECTION IV - BUSINESS AUTO CONDITIONS is amended by the addition of the following:

The coverage territory is extended to include Mexico but only if all of the following criteria are met:

- a. The "accidents" or "loss" occurs within 25 miles of the United States border; and
 - b. While on a trip into Mexico for 10 days or less.
2. For coverage provided by this section of the endorsement, Paragraph B.5. Other Insurance in SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

The insurance provided by this endorsement will be excess over any other collectible insurance.

B. Physical Damage Coverage is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

C. Additional Exclusions

The following additional exclusions are added:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and principally used in the United States.
2. To any "insured" who is not a resident of the United States.

XXIII. WAIVER OF SUBROGATION

Paragraph A.5. in SECTION IV - BUSINESS AUTO CONDITIONS does not apply to any person or organization where the Named Insured has agreed, by written contract executed prior to the date of "accident", to waive rights of recovery against such person or organization.

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Schedule

Premium

Liability [REDACTED]
Physical Damage [REDACTED]
Total Premium [REDACTED]

**V. Fellow Employee
Schedule of Employees:**

[REDACTED]

**XVIII. Drive Other Car
Name of Individual**

LIAB MP UM UIM COMP COLL

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**XX. Notice of Cancellation or Nonrenewal
Name and Address**

Number of Days

[REDACTED]

[REDACTED]

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

NORTHWEST GEORGIA PAVING, INC.

Schedule

BLANKET

Issued by:

For attachment to Policy No

Effective Date

Premium \$

Issued to:

CONTRACT ADDENDUM

ADDENDUM NO: 001

DATE ISSUED: WEDNESDAY, OCTOBER 12, 2022

PROPOSAL OPENING DATE: WEDNESDAY, OCTOBER 19, 2022

PROPSAL OPENING TIME: 2 PM ET

PROPOSAL OPENING LOCATION: Dalton City Hall Finance Department

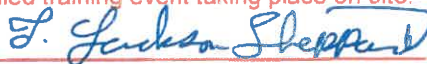
CONTRACTOR ACTION:

1. Please include revised proposal form dated October 12, 2022 in published Addendum #001 located on page two (2) of three (3) in sealed proposal submission.



REQUESTED CLARIFICATIONS:

Responses by the City of Dalton follow the requests for clarifications from the mandatory Pre-RFP meeting in red font.

1. **Dalton Fire Station No. 2 clarification of requiring milling of existing asphalt.**
 - 'Mill Variable Depth' has been added for Station #2's revised proposal form for contractor entry. Milling at variable depth will incorporate tying into existing elevations of the flush concrete island in the center of the lot, perimeter curb, and existing concrete slabs throughout the Station while still maintaining positive drainage throughout the site.
2. **Clarification of 'Sub-grade Remediation' line items for stations one (1) and three (3).**
 - 'Sub-grade Remediation' line items account for budgeting the possibility of the removal and disposal of existing poor soil conditions in apron & driveways. Sub-grade remediation shall be performed at the discretion of the owner.
3. **Clarification of concrete material specifications & requirements**
 - Class B Portland Cement concrete shall be used for driveways/aprons at stations one (1) and three (3),
 - Class B Structural Concrete Material Properties (for Heavy Vehicular Traffic)
 - Compressive Strength: 4,000 psi, minimum at 28 days (minimum 550 psi flexural strength at 28 days).
 - Max Slump: Slip formed-2", Non Slip-4"
 - Air Content: 4% to 6%, and as required by referenced standards.
 - Thickness: 8" at for heavy vehicular loading.
 - Sub-grade: Existing sub-grade is presumed to be marginal. Owner and contractor to verify sub-grade prior to concrete placement. Pay item 'Sub-grade Remediation' on revised proposal form is to remediate sub-grade issues via undercutting unsuitables, and placement of surge stone.
 - Proposal may include alternate utilizing Rapid Strength Concrete (RSC) to be approved at the owners discretion. Material testing specifications for any proposed RSC use must be submitted to owner for consideration.
4. **Clarification on Schedule Constraints as Directed by the Dalton Fire Department (if any).**
 - Fire Station #2 will not be available for construction from November 1st, 2022 through November 21st, 2022 due to scheduled training event taking place on site.



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

City of Dalton

Addendum No. 001
Revised Proposal Form

10/12/2022

PROJECT NAME: STATION #1 CONCRETE APRON REPLACEMENT

DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
GENERAL CONDITIONS				
MOBILIZATION	1	LS	8,100.00	8,100.00
TRAFFIC CONTROL	1	LS	7,400.00	7,400.00
DEMOLITION & CLEARING				
DEMO EXISTING CONCRETE	60	CY	330.00	19,800.00
SAWCUT AT PAVEMENT TIE-IN	80	LF	17.00	1,360.00
CONCRETE IMPROVEMENTS				
SUBGRADE REMEDIATION	90	CY	100.00	9,000.00
8" CONCRETE APPROACH APRON	2400	SF	15.00	36,000.00
SUBTOTAL PROJECT ESTIMATE STATION #1				\$ 81,660.00

PROJECT NAME: STATION #2 ASPHALT REPAIR AND OVERLAY

DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
GENERAL CONDITIONS				
MOBILIZATION	1	LS	16,500.00	16,500.00
CONCRETE IMPROVEMENTS				
12" FDR SOIL CEMENT @ 80 LBS/SY	3000	SY	28.15	84,450.00
Mill Variable Depth	4200	SY	8.50	35,700.00
1.5" HMA 12.5mm GP 2 only	4200	SY	17.15	72,030.00
SUBTOTAL PROJECT ESTIMATE STATION #2				\$ 208,680.00

PROJECT NAME: STATION #3 CONCRETE APRON REPLACEMENT

DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
GENERAL CONDITIONS				
MOBILIZATION	1	LS	8,100.00	8,100.00
TRAFFIC CONTROL	1	LS	7,400.00	7,400.00
DEMOLITION & CLEARING				
DEMO EXISTING CONCRETE	93	CY	310.00	28,830.00
SAWCUT AT PAVEMENT TIE-IN	70	LF	17.00	1,190.00
CONCRETE IMPROVEMENTS				
SUBGRADE REMEDIATION	140	CY	100.00	14,000.00
8" CONCRETE APPROACH APRON	3750	SF	15.00	56,250.00
SUBTOTAL PROJECT ESTIMATE STATION #3				\$ 115,770.00

TOTAL STATIONS #1, #2, AND #3	\$ 406,110.00
PAYMENT AND PERFORMANCE BOND PERCENTAGE RATE	1 %

Plan Holders List

The following list is the official plan holders list following the mandatory Pre-RFP Meeting held at 1:00 PM on October 5th, 2022 in the Public Works Department's main conference room.

City of Dalton Public Works Department

Mandatory Pre-Bid Sign-In Sheet - Concrete Driveway Aprons & Parking Lot Repairs

Dalton Public Works and Dalton Fire Department

Wednesday, October 5, 2022 1:00 PM

Sign-In Sheet

Name	Company	Phone	Email (Project Addenda will be sent to this address)
Jackson Sheppard	Dalton Public Works	706-278-7077	jshppard@daltonga.gov
Chad Townsend	Dalton Public Works	706-278-7077	ctownsend@daltonga.gov
Bryan Roberts	NWGP	770-547-4028	broberts@NWGPINC.COM
Jorge Campos	Dalton Public Works	706-278-7077	jcampos@daltonga.gov
Juan Cambera	Llano Contractor	832-517-5949	beatcontract@yahoo.com



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11/14/2022

Agenda Item: **The request of Dale Reed rezone from Transitional Residential (R-6) to Neighborhood Commercial (C-1) a tract of land totaling 0.48 acres located 709 Arbella Street, Dalton, Georgia. Parcel (12-161-01-018)**

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 the attached staff analysis.

CITY OF DALTON
ORDINANCE
Ordinance No. 22-27

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From Transitional Residential (R-6) To Neighborhood Commercial (C-1) Being A Tract of Land Totaling 0.48 Acre Located At 709 Arbella Street (Parcel No. 12-161-01-018); To Provide An Effective Date; And For Other Purposes

WHEREAS, Dale Reed (Owner) has filed an application with the City to rezone property located at 709 Arbella Street (Parcel No. 12-161-01-018);

WHEREAS, the Property is currently zoned Transitional Residential (R-6);

WHEREAS, the Owner is requesting the Property be rezoned to Neighborhood Commercial (C-1);

WHEREAS, the application for rezoning appears to be in proper form and made by all owners of the Property sought to be rezoned;

WHEREAS, the rezoning is in conformity with the City of Dalton Joint Comprehensive Plan;

WHEREAS, the Dalton-Varnell-Whitfield County Planning Commission considered the proposed rezoning of the Property at a duly noticed public hearing held on November 1, 2022 and subsequently forwarded its favorable recommendation to the Mayor and Council for rezoning the property to Neighborhood Commercial C-1;

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 709 Arbella Street identified as Parcel No. 12-161-01-018 is hereby rezoned from Transitional Residential (R-6) to Neighborhood Commercial (C-1) 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
Jean Garland

FROM: Jim Lidderdale
Chairman

DATE: November 2, 2022

SUBJECT: The request of Dale Reed rezone from Transitional Residential (R-6) to Neighborhood Commercial (C-1) a tract of land totaling 0.48 acres located 709 Arbella Street, Dalton, Georgia. Parcel (12-161-01-018)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on November 1, 2022 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 Dale “Nick” Reed.

Public Hearing Summary:

Mr. Calhoun summarized the staff analysis which recommended the C-1 rezoning be approved. There were no further questions for Calhoun.

Dale Reed stated that he is a Dr. and partner in the adjacent AOSM medical office and believed they would need to expand their business in the future to meet the needs of the community. Reed stated that their business has seen an increase in patients despite having other office locations in other nearby communities. Reed state that he purchased the subject property himself with the speculation of a future need for his office to expand. Reed also noted that the subject property had been vacant for some time.

With no other comments heard for or against, this hearing closed at approximately 6:06pm.

Recommendation:

Chairman Lidderdale sought a motion on the requested C-1 rezoning. **David Pennington then made a motion to recommend the C-1 rezoning based on his agreement with the content of the staff analysis. Chris Shiflett then seconded the motion and a unanimous recommendation to approve the C-1 rezoning followed, 4-0.**

STAFF ANALYSIS
REZONING REQUEST
Unified Zoning Ordinance

ZONING CASE: The request of Dale Reed to rezone from Transitional Residential (R-6) to Neighborhood Commercial (C-1) a tract of land totaling 0.48-acres located at 709 Arbella St, Dalton, Georgia. Parcel (12-161-01-018)

The subject property is developed as a low-density single-family dwelling. This rezoning request was made with the petitioner's intent to redevelop the subject property for a medical office building.

The surrounding uses and zoning are as follows: 1) to the north, is a 1.1-acre tract of land zoned C-1 that contains an office building; 2) to the east, is a 0.34-acre tract of land zoned R-6 that contains a single-family detached dwelling; 3) to the south, is a 6-acre undeveloped tract of land zoned C-1; 4) to the west, is one adjacent 0.58-acre tract that contains a medical office building zoned C-1. All in all, a review of the zoning map is very consistent in the vicinity of the subject property with a convergence of the R-6 and C-1 zone districts at the boundary of the subject property.

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 property.

The proposed C-1 rezoning would allow for the subject property to be redeveloped from residential use to a commercial use similar to those established in this area. This area of Dalton developed into the city's medical district a number of decades ago. The subject property is part of a pocket neighborhood where many of the lots were developed in the late 1950's. The subject property is flanked along three of its boundaries by commercial zoned properties that are each developed for medical or office space. The proposed rezoning and medical office redevelopment would not be out of character with the majority of adjacent land use and zoning established in this area.

(B) Whether the proposed C-1 amendment would adversely affect the economic value of adjacent and nearby property.

The proposed C-1 rezoning would be unlikely to have a negative affect on the values of the adjacent residential property due to that property already being adjacent to multiple commercial properties in a commercially dominated area of the city. The subject property would also have to provide for a 15' buffer along the entire eastern boundary of the subject property to soften the residential to commercial transition.

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

The subject property is not in an ideal placement for conventional single-family occupation based on the fact that it is flanked along three of its boundaries by commercially zoned or developed properties. While it is certainly not impossible for the subject property to be occupied as a single-family dwelling, there is a strong argument that an office-style commercial use would be more appropriate based on the established surrounding development pattern.

(D) Whether there is relative gain to the health, safety, morals, or general welfare to the public as compared to any hardship imposed upon the individual owner under the existing zoning.

N/A

(E) Whether the proposed (C-1) amendment, if adopted or approved, would result in a use which would or could cause excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other utilities, as contrasted with the impact under the existing zoning.

The limitations of the subject property's size and nature of the C-1 zone district do not create concern for a burden to public infrastructure at this location. Any redevelopment would, of course, prompt current City code compliance.

(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 reasoning or annexation request allow uses which are compatible to the existing uses in the vicinity.

The Comprehensive Plan shows this property as within the Suburban Neighborhood character area. This character area is intended to protect established neighborhoods from dissimilar development that would threaten the integrity of said neighborhoods. The subject property would first appear to be in conflict with the intent of the Comprehensive Plan and Suburban character area if it were rezoned C-1. However, a closer look at the existing development pattern for this area clearly shows the medical and office commercial development to be well-established at this location. One of the struggles in comprehensive land use planning are the areas in transition or convergence such as this location where the commercial and residential zones collide. The comprehensive plan's future development map also shows the Medical District in rather close proximity to the subject property. The Medical District character area would be a perfect fit for the proposed rezoning and medical office proposal. This planner believes that the proposed rezoning would not undermine the integrity of the comprehensive plan or be in conflict with the established development pattern 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 zoning) as interpreted by current Georgia law.

The proposed rezoning would simply enlarge the existing C-1 zone district and shrink the R-6 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, stormwater, or historical issues that influence the development of the subject property under any zoning designation.

N/A

Conclusion:

The staff can recommend approval of the requested zoning change from R-6 to C-1.

Reasons for approval:

1. The C-1 rezoning would create a more consistent transition between the residential neighborhood and medical commercial district than currently exists.
2. The limited size and location of the subject property coupled with the limitations of the C-1 zone district
3. The C-1 rezoning would not be out of compliance with the comprehensive plan in this planner’s opinion due to the existing development pattern of this area along with the proximity of the Medical District character area.

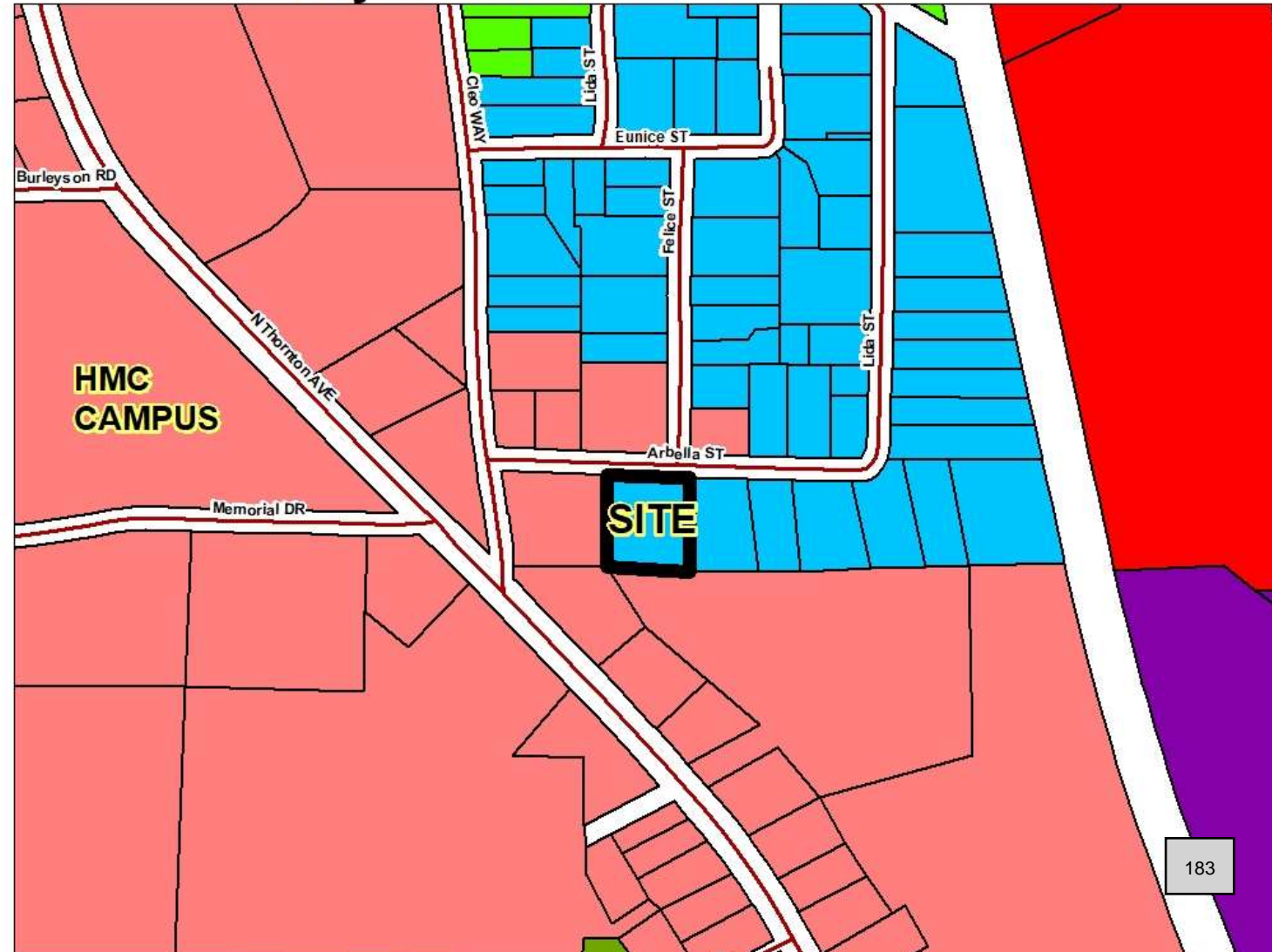
Reed Rezoning Request R-6, Transitional Residential to C-1, Neighborhood Commercial City of Dalton Jurisdiction



Unified Zoning

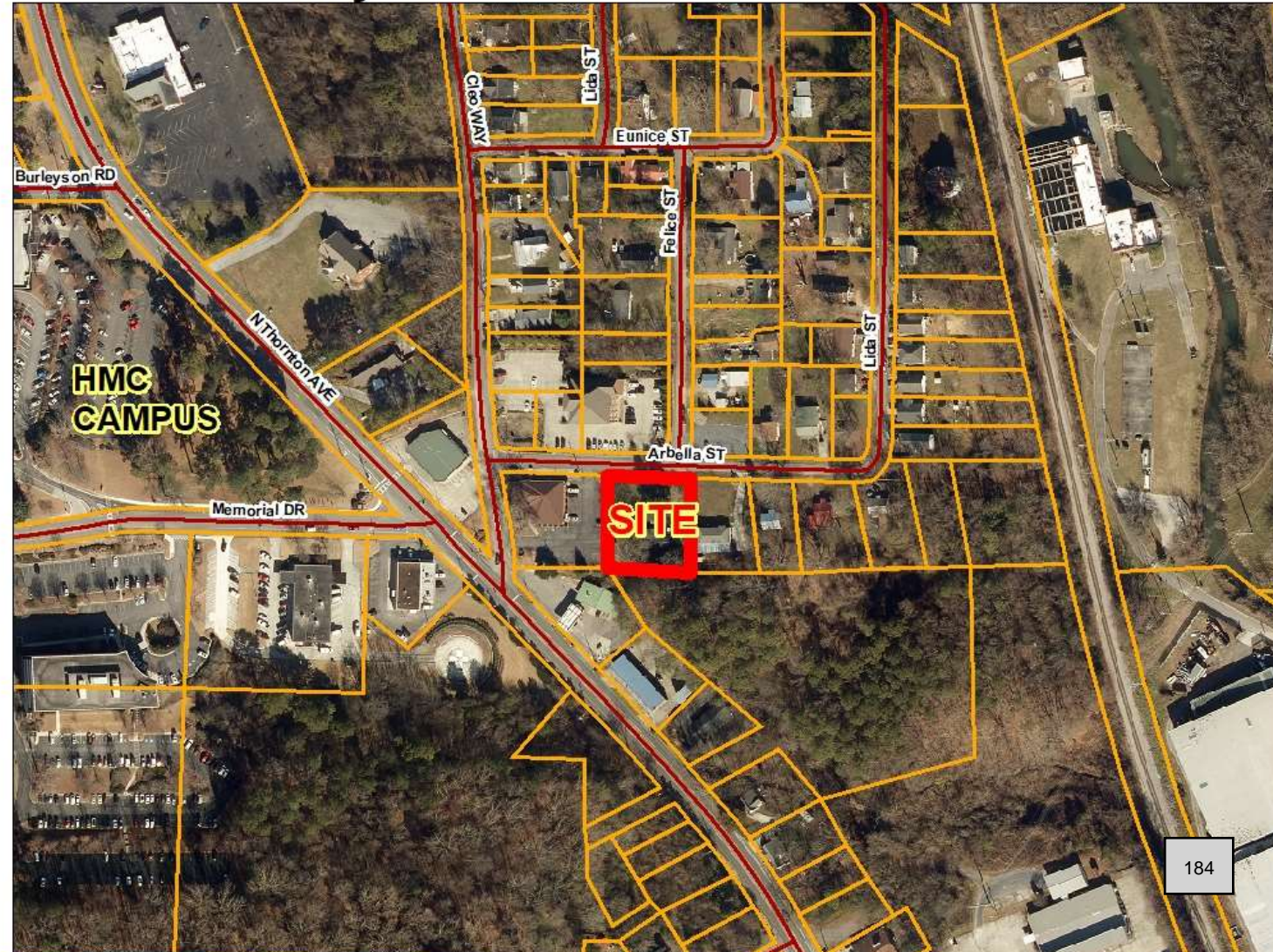
-  Low Density Single Family Residential (R-2)
-  Medium Density Single Family Residential (R-3)
-  Transitional Residential (R-6)
-  Neighborhood Commercial (C-1)
-  General Commercial (C-2)
-  Heavy Manufacturing (M-2)

FEET
200





**Reed Rezoning Request
R-6, Transitional Residential
to
C-1, Neighborhood Commercial
City of Dalton Jurisdiction**

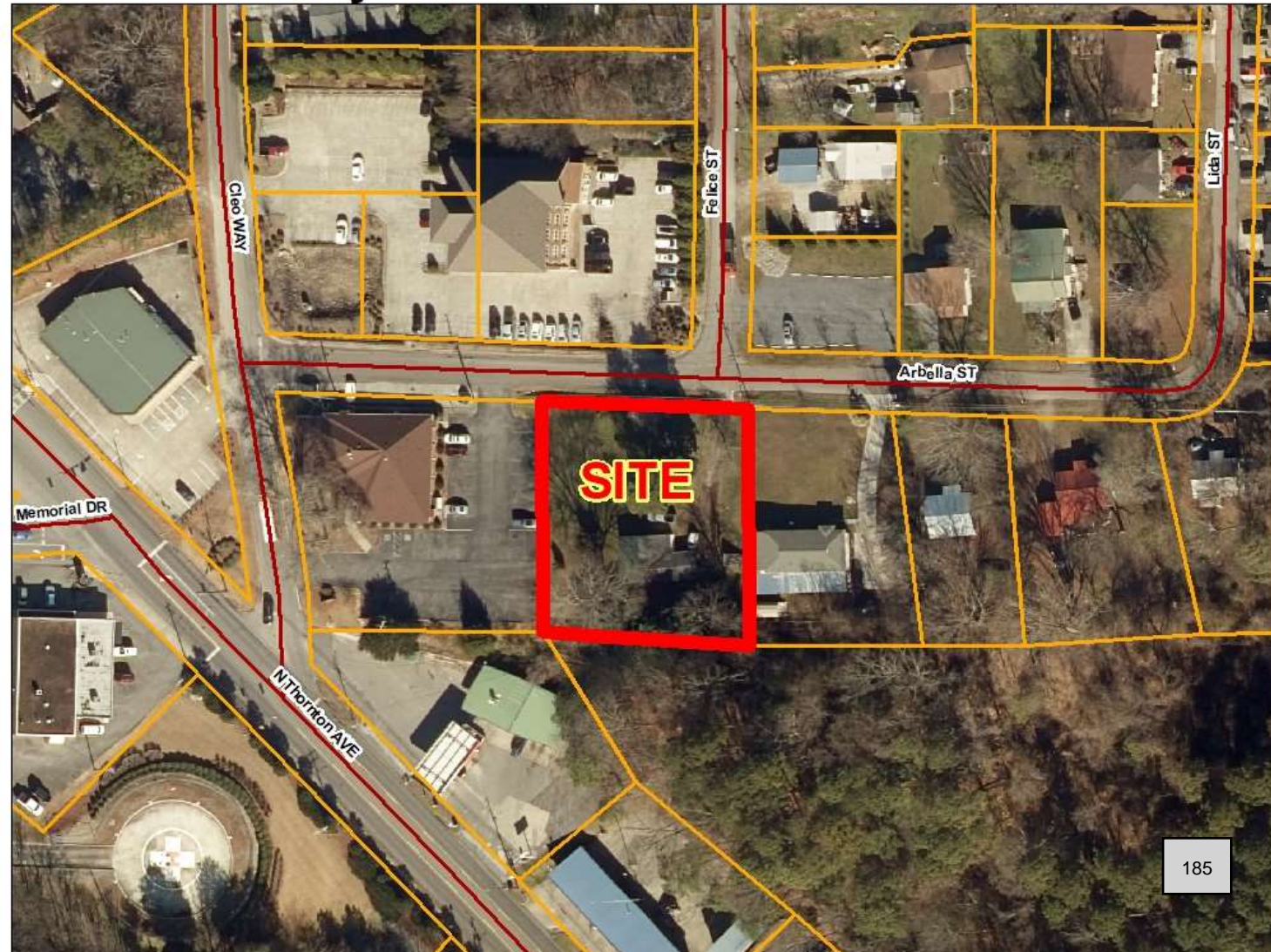


**FEET
200**



**Reed Rezoning Request
R-6, Transitional Residential
to
C-1, Neighborhood Commercial
City of Dalton Jurisdiction**

**FEET
100**



Reed Rezoning Request R-6, Transitional Residential to C-1, Neighborhood Commercial City of Dalton Jurisdiction



FUTURE DEVELOPMENT MAP



FEET
200





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11/14/2022

Agenda Item: **The request of Benjamin Cordova to rezone from Heavy Manufacturing (M-2) to Transitional Residential (R-6) a tract of land totaling 0.59 acres located 1905 Abutment Road, Dalton, Georgia. Parcel (12-315-01-004)**

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 the attached staff analysis.

CITY OF DALTON
ORDINANCE
Ordinance No. 22-28

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From Heavy Manufacturing (M-2) To Transitional Residential (R-6) Being A Tract of Land Totaling 0.59 Acre Located At 1905 Abutment Road (Parcel No. 12-315-01-004); To Provide An Effective Date; And For Other Purposes

WHEREAS, Benjamin Cordova (Owner) has filed an application with the City to rezone property located at 1905 Abutment Road (Parcel No. 12-315-01-004);

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

WHEREAS, the Owner is requesting the Property be rezoned to Transitional Residential (R-6);

WHEREAS, the application for rezoning appears to be in proper form and made by all owners of the Property sought to be rezoned;

WHEREAS, the rezoning is in conformity with the City of Dalton Joint Comprehensive Plan;

WHEREAS, the Dalton-Varnell-Whitfield County Planning Commission considered the proposed rezoning of the Property at a duly noticed public hearing held on November 1, 2022 and subsequently forwarded its favorable recommendation to the Mayor and Council for rezoning the property to R-6;

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 1905 Abutment Road identified as Parcel No. 12-315-01-004 is hereby rezoned from Heavy Manufacturing (M-2) to Transitional Residential (R-6) 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
Jean Garland

FROM: Jim Lidderdale
Chairman

DATE: November 2, 2022

SUBJECT: The request of Benjamin Cordova to rezone from Heavy Manufacturing (M-2) to Transitional Residential (R-6) a tract of land totaling 0.59 acres located 1905 Abutment Road, Dalton, Georgia. Parcel (12-315-01-004)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on November 1, 2022 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 Mary Mendoza.

Public Hearing Summary:

Mr. Calhoun summarized the staff analysis which recommended approval of the requested R-6 rezoning. There were no further questions for Calhoun.

Cynthia Meza translated on behalf of Mary Mendoza and stated that the petitioner's plans are simply to redevelop the subject property by constructing a quadplex.

With no other comments heard for or against, this hearing closed at approximately 7:14pm.

Recommendation:

Chairman Lidderdale sought a motion on the requested R-6 rezoning. **Octavio Perez then made a motion to approve the R-6 rezoning. Chris Shiflett then seconded the motion and a unanimous recommendation to approve the R-6 rezoning followed, 4-0.**

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

ZONING CASE: Benjamin Cordova is seeking to rezone parcel 12-315-01-004 from Heavy Manufacturing (M-2) to Transitional Residential (R-6). The parcel totals 0.59-acres and is located at 1905 Abutment Rd.

The tract is currently developed as a single-family detached dwelling. The petitioner's request was made in order to redevelop the subject property with a quadplex.

The surrounding uses and zoning are as follows: 1) To the north, are two northern adjacent tracts of land zoned M-2 of which both tracts contain commercial buildings; 2) To the east, is a 0.7-acre tract of land that contains a single-family detached dwelling that is zoned M-2; 3) To the south, is a 1.4-acre tract of land zoned M-2 that contains multiple commercial buildings; and 4) To the west, are two tracts of land across Abutment Rd. zoned M-2 that contain manufacturing developments. A review of the zoning map in this area shows a large M-2 zone district.

The subject property is in 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 property.

The subject property is in a unique situation in terms of land use development patterns. It is, by principle, a poor practice in land development to allow a modern heavy manufacturing district to be directly adjacent to an unbuffered residential neighborhood. The subject property and neighborhood along Marbut Dr. pose a challenge in terms of ways to remedy the existing issue of the neighborhood surrounded by commercial and manufacturing development. The subject property, along with the other residential tracts along Marbut Dr. is simply too small to be a viable property in terms of manufacturing or industrial land use. The existing dwellings along Marbut Dr. were all constructed at least 60 years ago which predated many of the manufacturing developments now prominent in this area. Until 2015 the commercial and manufacturing zone districts would have permitted all residential uses, but the current UZO only permits industrial and manufacturing uses in the M-2 zone. The subject property and all other residential properties along Marbut Dr. are now considered non-conforming properties. The subject property would exceed the minimum requirements for the R-6 zone district and proposed quadplex development in terms of tract size and setbacks.

(B) Whether the proposed R-6 amendment would adversely affect the economic value of adjacent and nearby property.

It is highly unlikely that the subject property would have a negative affect on the values of the adjacent properties if it were rezoned R-6. The amount of heavy manufacturing and commercial development in the immediate proximity have already had a significant negative impact to the economic values of the single-family detached residential properties along Marbut Dr.

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

As stated previously, the subject property is too limited in size for industrial and manufacturing development as it is currently zoned for, yet the existing residential character of the subject property is non-conforming. The subject property and other residential properties along Marbut Dr. are burdened due to their being a pocked neighborhood within a large manufacturing district. The proposed rezoning would allow for the subject property to be redeveloped for a higher residential density than it has been historically. This rezoning could set a precedent for the other residential properties along Marbut Dr. by creating a more flexible residential zone district in this area of converging zone districts.

(D) Whether there is relative gain to the health, safety, morals, or general welfare to the public as compared to any hardship imposed upon the individual owner under the existing zoning.

N/A

(E) Whether the proposed (R-6) 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 limited size of the subject property limits the ability to develop to an intensity that would place a burden on public infrastructure. The subject property, although being a corner lot with dual road frontage, would have road access to Marbut Dr. as it has historically been rather than having any access to the arterial Abutment Rd. corridor.

(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 reasoning or annexation request allow uses which are compatible to the existing uses in the vicinity.

The Comprehensive Plan lists this area as within the Industrial character area in the comprehensive plan. The industrial character area is intended strictly for industrial and manufacturing development. This character area was never intended to represent areas with residential development. In this area in the City of Dalton it is not uncommon to see residential and manufacturing land use intermingled due to the nature of the City's former zoning ordinance which permitted residential uses within the manufacturing and commercial zone districts. The pocket neighborhood along Marbut

Dr. is one of those areas that are difficult to address in the high-level perspective of a comprehensive plan future development map. The nearby suburban neighborhood along Shephard Ln. shows that the suburban character area exists in near proximity to the subject property showing that the preservation of residential development is intended in this area of the City. The subject property and the other residential properties along Marbut Dr. are not feasibly suitable for the industrial character area and therefore require unique attention. Based on the hardship associated with the established development pattern of this area, this planner does not feel that the industrial character area provides for a viable use for the subject property and neighborhood along Marbut Dr. The proposed R-6 rezoning would create a more flexible residential development opportunity for the subject property than exists as it is currently zoned without disrupting the overall development pattern of the area.

(G) Whether there are any other conditions or transitional patterns affecting the use and development of the property to be rezoned or annexed, which give grounds for approval or disapproval of the proposed zoning proposal. Whether the proposed zoning change constitutes an “entering wedge” and is a deterrent to the use, improvement, or development of adjacent property within the surrounding zone districts or would create an isolated, unrelated district (spot zoning) as interpreted by current Georgia law.

The subject property would be an island of R-6 if the proposed rezoning is approved. The residential character of the subject property and other residential properties along Marbut Dr. do not give grounds for concern with the concern for conventional “spot zoning.” In other words, the existing residential character of the subject property would become a conforming use with the added opportunity for a slight increase in unit/acre residential density.

(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, stormwater, or historical issues that influence the development of the subject property under any zoning designation.

N/A

Conclusion:

While this was not an easy analysis given the challenge of this location, the staff can recommend the R-6 rezoning of the subject property based on the following factors:

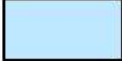


1. The R-6 zone district would allow for a residential use of the subject property that would not be inappropriate at this location;
2. The R-6 rezoning would not burden the values of adjacent properties due to the intensity of manufacturing and commercial land use dominating this area;
3. This rezoning would not be a perfect fit for the future development map at this location, but the established development pattern and hardship facing the subject

property under its current zoning give grounds for special consideration at this location. If approved, this rezoning would set a precedent for the other residential properties along Marbut Dr. to be considered for similar rezonings in the future.

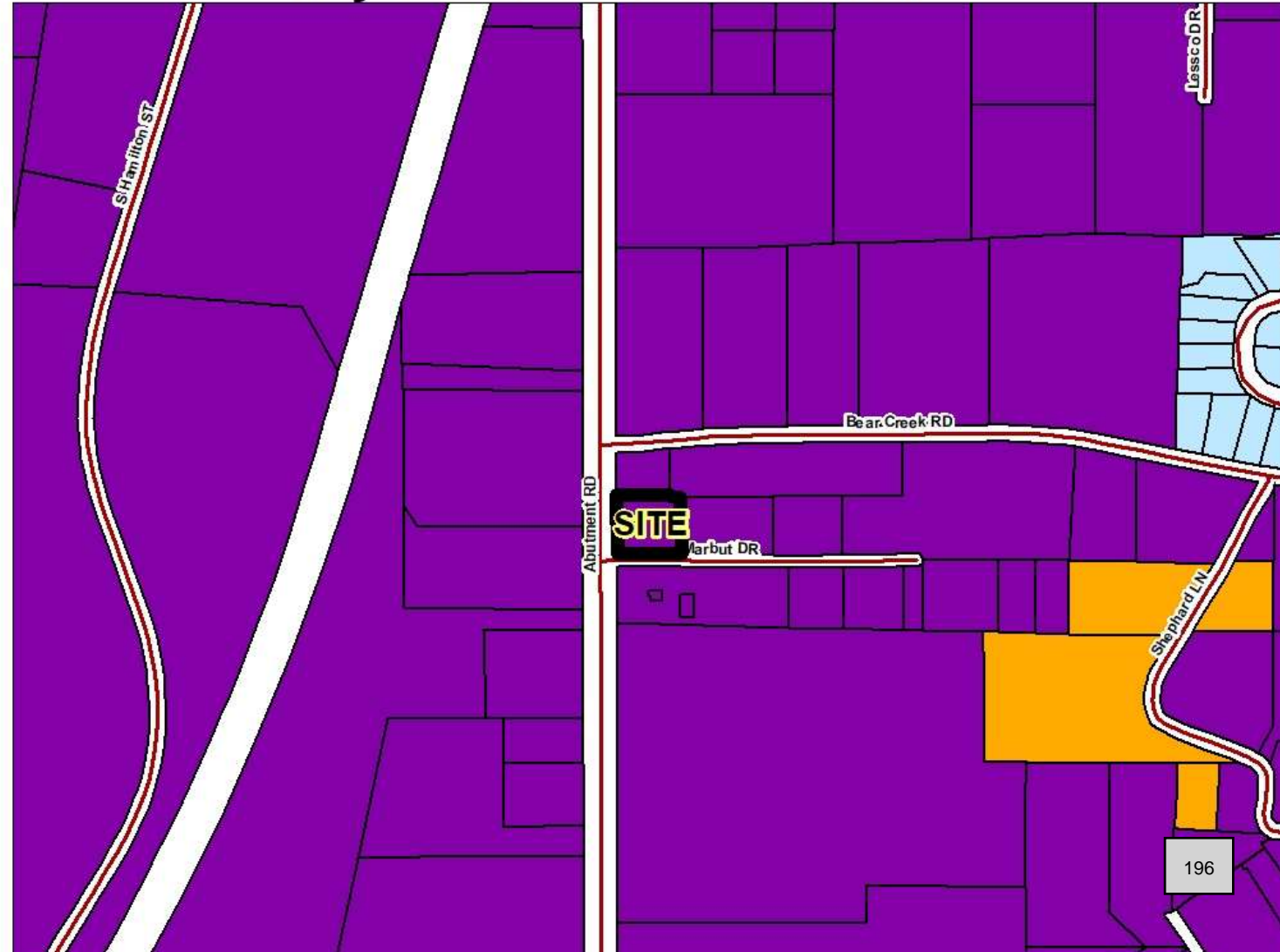
Cordova Rezoning Request M-2, Heavy Manufacturing to R-6, Transitional Residential City of Dalton Jurisdiction



Unified Zoning

-  Zero Lot Line Residential (R-4)
-  Rural Residential (R-5)
-  Heavy Manufacturing (M-2)

FEET
300



Cordova Rezoning Request M-2, Heavy Manufacturing to R-6, Transitional Residential City of Dalton Jurisdiction

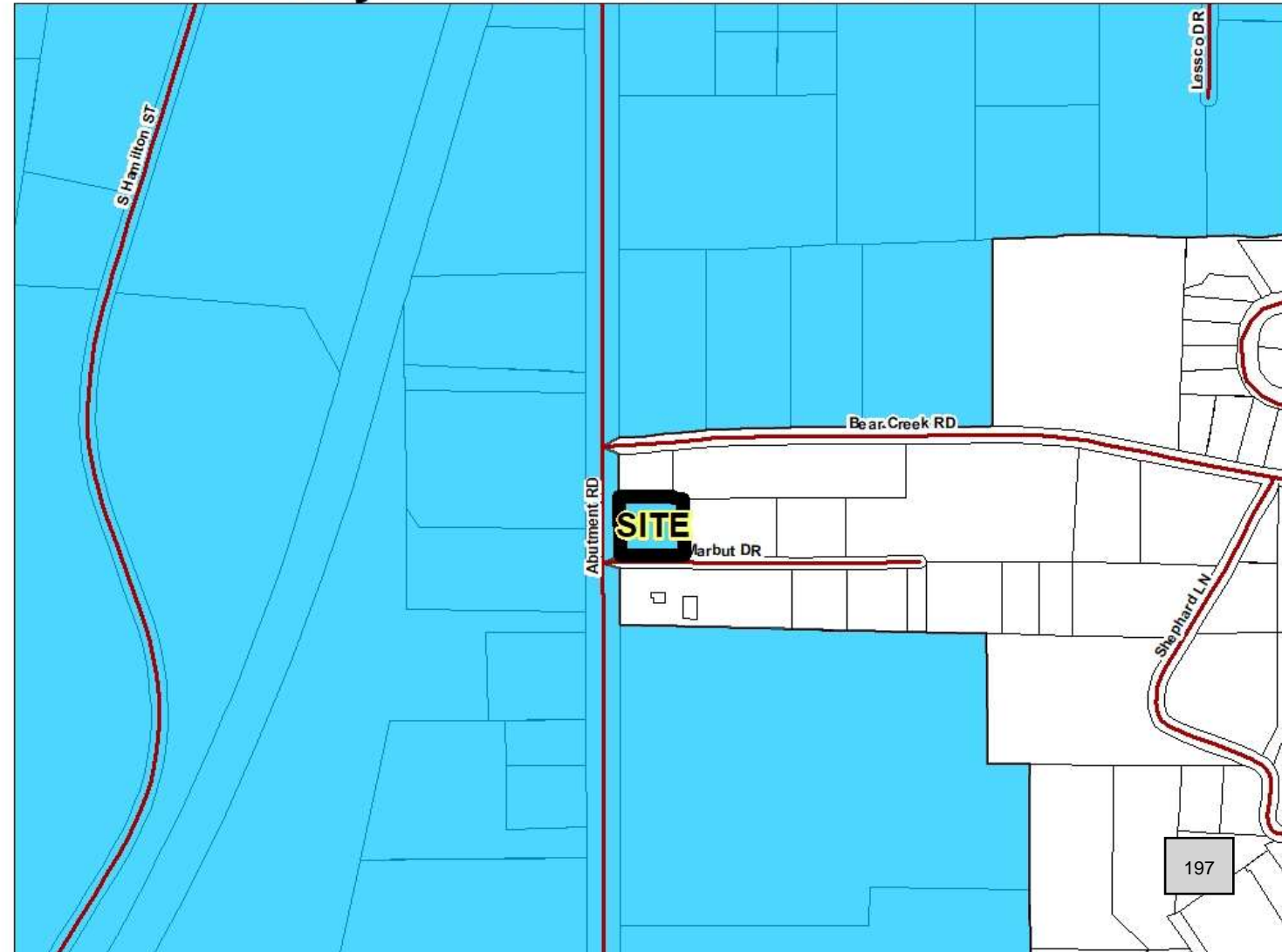


DALTON CITY LIMITS



Town_Boundaries

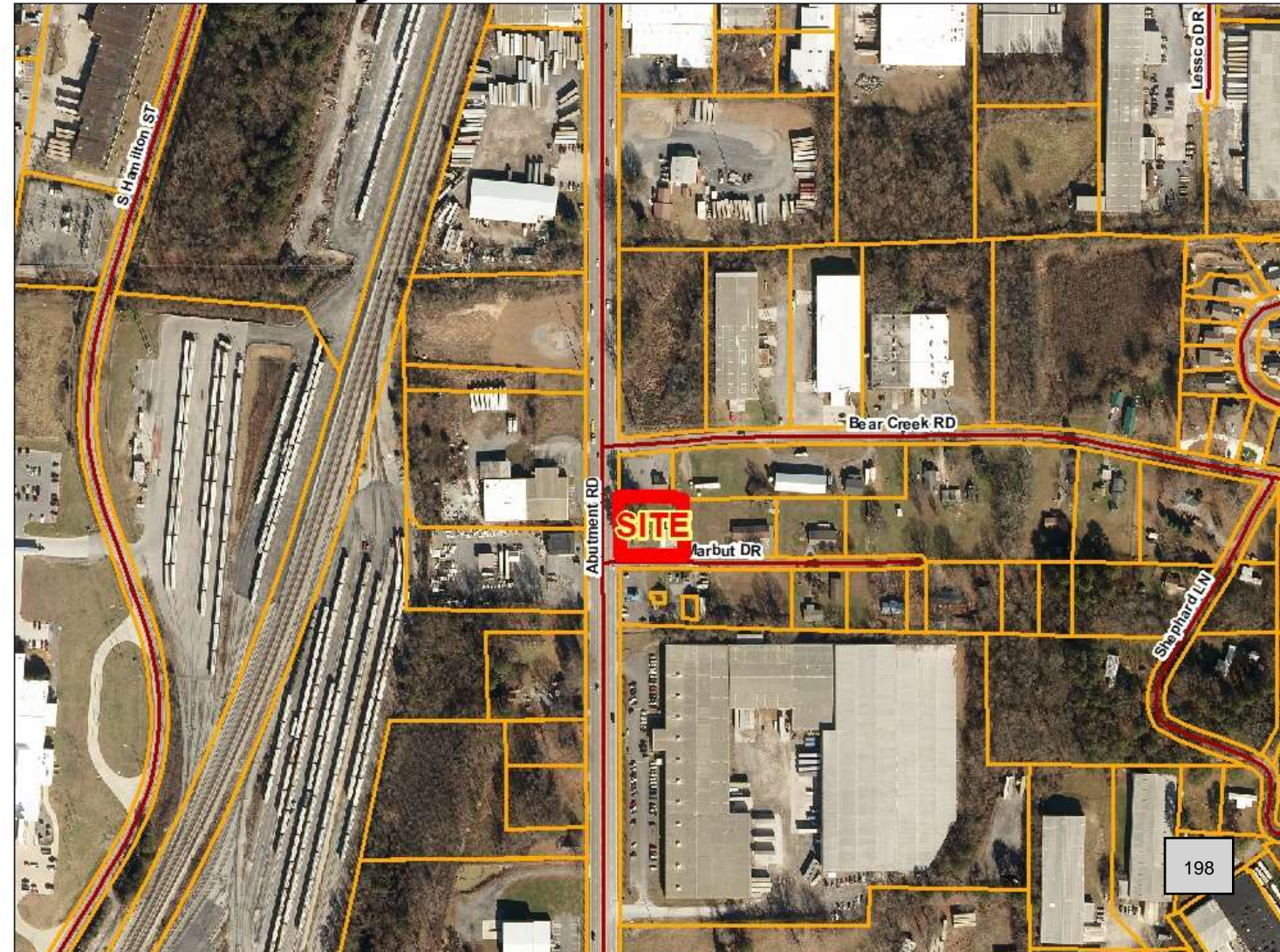
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Cordova Rezoning Request M-2, Heavy Manufacturing to R-6, Transitional Residential City of Dalton Jurisdiction



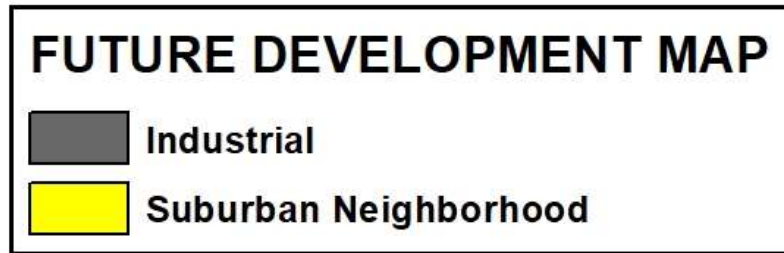


Cordova Rezoning Request M-2, Heavy Manufacturing to R-6, Transitional Residential City of Dalton Jurisdiction

**FEET
125**



Cordova Rezoning Request M-2, Heavy Manufacturing to R-6, Transitional Residential City of Dalton Jurisdiction



FEET
300

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CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11/14/2022

Agenda Item: **The request of David Armstrong to rezone from Low Density Single Family Residential (R-2) to Transitional Residential (R-6) a tract of land totaling 1.83 acres located at 1103 Walston Avenue, Dalton, Georgia. Parcel (12-197-01-035)**

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 the attached staff analysis.

CITY OF DALTON
ORDINANCE
Ordinance No. 22-29

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From Low Density Single Family Residential (R-2) To Transitional Residential (R-6) Being A Tract of Land Totaling 1.83 Acres Located At 1103 Walston Avenue (Parcel No. 12-197-01-035); To Provide An Effective Date; And For Other Purposes.

WHEREAS, David Armstrong (Owner) has filed an application with the City to rezone property located at 1103 Walston Avenue (Parcel No. 12-197-01-035);

WHEREAS, the Property is currently zoned Low-Density Single Family Residential (R-2);

WHEREAS, the Owner is requesting the Property be rezoned to Transitional Residential (R-6);

WHEREAS, the application for rezoning appears to be in proper form and made by all owners of the Property sought to be rezoned;

WHEREAS, the rezoning is in conformity with the City of Dalton Joint Comprehensive Plan;

WHEREAS, the Dalton-Varnell-Whitfield County Planning Commission considered the proposed rezoning of the Property at a duly noticed public hearing held on November 1, 2022 and subsequently forwarded its favorable recommendation to the Mayor and Council for rezoning the property to R-6;

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 1103 Walston Avenue identified as Parcel No. 12-197-01-035 is hereby rezoned from Low Density Single Family Residential (R-2) to Transitional Residential (R-6) 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
Jean Garland

FROM: Jim Lidderdale
Chairman

DATE: November 2, 2022

SUBJECT: The request of David Armstrong to rezone from Low Density Single Family Residential (R-2) to Transitional Residential (R-6) a tract of land totaling 1.83 acres located at 1103 Walston Avenue, Dalton, Georgia. Parcel (12-197-01-035)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on November 1, 2022 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 David Armstrong.

Public Hearing Summary:

Mr. Calhoun summarized the staff analysis which recommended an R-6 rezoning. Octavio Perez stated that the previous City zoning ordinance allowed residential development in the manufacturing zone district so that employees could live near their place of employment. There were no further questions for Calhoun.

David Armstrong confirmed the staff analysis accurately described his intent. Armstrong then noted multiple properties in the area that were developed with multi-family dwellings similar to his proposed development of the subject property.

With no other comments heard for or against, this hearing closed at approximately 6:57pm.

Recommendation:

Chairman Lidderdale sought a motion on the requested R-6 rezoning. **Chris Shiflett then made a motion to approve the R-6 rezoning based on his understanding that there would be no issues. Eric Barr then seconded the motion and a unanimous recommendation to approve the R-6 rezoning followed, 4-0.**

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

ZONING CASE: David Armstrong is seeking to rezone parcel 12-197-01-035 from Low-Density Single-Family residential (R-2) to Transitional Residential (R-6). The parcel totals 1.8-acres and is located at the intersection of Walston Ave. and W. Waugh St.

The tract is currently undeveloped. The petitioner's request was made in order to develop the subject property with a single duplex or triplex dwelling fronting Walston Ave.

The surrounding uses and zoning are as follows: 1) To the north, are two northern adjacent tracts of land zoned R-2 of which one tract belongs to the adjacent Stone Ridge apartment complex and is undeveloped. The other adjacent northern tract is a small tract of land zoned R-2 that is owned in conjunction with the undeveloped western adjacent tract; 2) To the east, is a 5.9-acre tract of land across Walston Ave. zoned R-7 that contains the Stone Ridge apartment complex; 3) To the south, are two undeveloped tracts of land zoned R-2 that are each zoned R-2 and each total just under 3-acres in size; and 4) To the west, is an undeveloped 1.6-acre tract of land zoned R-2. All in all, a review of the zoning map shows a convergence of the R-2 and R-7 zone districts.

The subject property is in 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 property.

This area along W. Waugh St. is clearly an area where multi-family development is common. A look at the zoning map also shows the R-6 and R-7 zone districts over a number of properties throughout this area. The subject property, however, lies at the boundary of a large R-2 zone district. All of the adjacent R-2 zoned properties along W. Waugh St. have remained undeveloped largely due to topographical challenges and safe accessibility. The proposed rezoning would allow for the subject property to be developed for a higher-density residential use than would be permitted in the current R-2 zone district, but the proposed development would not be out of character with adjacent apartment complex and other nearby multi-family developments and zoning.

(B) Whether the proposed R-6 amendment would adversely affect the economic value of adjacent and nearby property.

The amount of buffer between the subject property and any existing developed R-2 properties is enough to mitigate sight and sound that would give grounds for concern with property devaluation. In addition to the existing natural buffer, the subject property

would be required to provide for a 15' buffer along all its boundaries with the exception of Waugh St. This case is one of the few times where an R-2 to R-6 rezoning would have a minimal affect on the adjacent R-2 zoned properties.

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

It is fair to say that the subject property could be developed as it is currently zoned. There are reasons that a single-family detached dwelling is not the ideal use for the subject property given the adjacent unbuffered apartment complex across Walston Ave.

(D) Whether there is relative gain to the health, safety, morals, or general welfare to the public as compared to any hardship imposed upon the individual owner under the existing zoning.

N/A

(E) Whether the proposed (R-6) 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 limitations of the subject property prevent a significant increase in unit/acre density that would create cause for concern in terms of burden to public infrastructure. The subject property can safely access Walston Ave. from an existing driveway. One of the only notable issues regarding infrastructure is the concern with access directly to Waugh St. This section of Waugh St. has issues with sight distance, and therefore, limiting street access to Walston Ave. mitigates the concern for safe access.

(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 reasoning or annexation request allow uses which are compatible to the existing uses in the vicinity.

The Comprehensive Plan lists this area as within the Suburban character area in the comprehensive plan. The suburban character area exists to protect the integrity of conventional single-family suburban neighborhoods from intrusive uses that would disrupt the established character of the area. The subject property is in a unique situation being in an R-2 zone district flanked by high-density residential development. Based on the established development pattern in this area along with the established zoning districts, the proposed rezoning would not alter the character of this area in a way that would harm the integrity of the established suburban neighborhoods. The subject property is also adjacent to the Medical character area where multi-family housing is recommended as a development pattern. The Regional Activity Center character area is also near the subject property to the west where multi-family residential land use is a recommended development pattern.

(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 zoning) as interpreted by current Georgia law.

The subject property would be an island of R-6 if the proposed rezoning is approved. The subject property is, however, adjacent to the R-7 High-Density residential zone district, which is a compatible zone district for R-6 to be adjacent to. The intent of the R-6 zone district is to transition from high-density residential to lower-density residential zones so that there is a more subtle transition in residential density from high to low, so the proposed rezoning would not be out of place in terms of appropriateness at this location.

(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, stormwater, or historical issues that influence the development of the subject property under any zoning designation.

The eastern portion of the subject property has a relatively flat and “build ready” area. The western portion of the subject property, however, is burdened by significant topography and accessibility issues that will likely hinder future development of that portion of the subject property.

Conclusion:

The staff can recommend the R-6 rezoning of the subject property based on the following factors:

1. The R-6 zone district would soften the transition between the R-7 and R-2 zone districts at this location;
2. The R-6 rezoning would require the subject property to provide for a 15' buffer around the entire subject property with the exception of Waugh St. and Walston Ave;
3. This rezoning would not be in conflict with the intent of the Suburban character area at this location based on the existing zoning and established development pattern of this area.

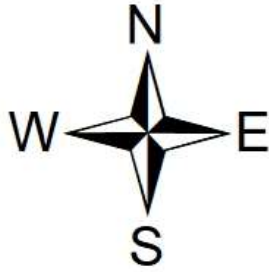
Armstrong Rezoning Request

R-2, Low Density Single Family Residential

to

R-6, Transitional Residential

City of Dalton Jurisdiction



Unified Zoning

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

FEET
300





Armstrong Rezoning Request R-2, Low Density Single Family Residential to R-6, Transitional Residential City of Dalton Jurisdiction

**FEET
300**



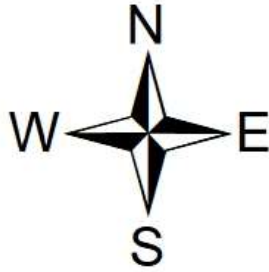
**Armstrong Rezoning Request
R-2, Low Density Single Family Residential
to
R-6, Transitional Residential
City of Dalton Jurisdiction**



**FEET
150**



Armstrong Rezoning Request R-2, Low Density Single Family Residential to R-6, Transitional Residential City of Dalton Jurisdiction



FUTURE DEVELOPMENT MAP

-  Medical District
-  Preserve
-  Regional Activity Center
-  Suburban Neighborhood

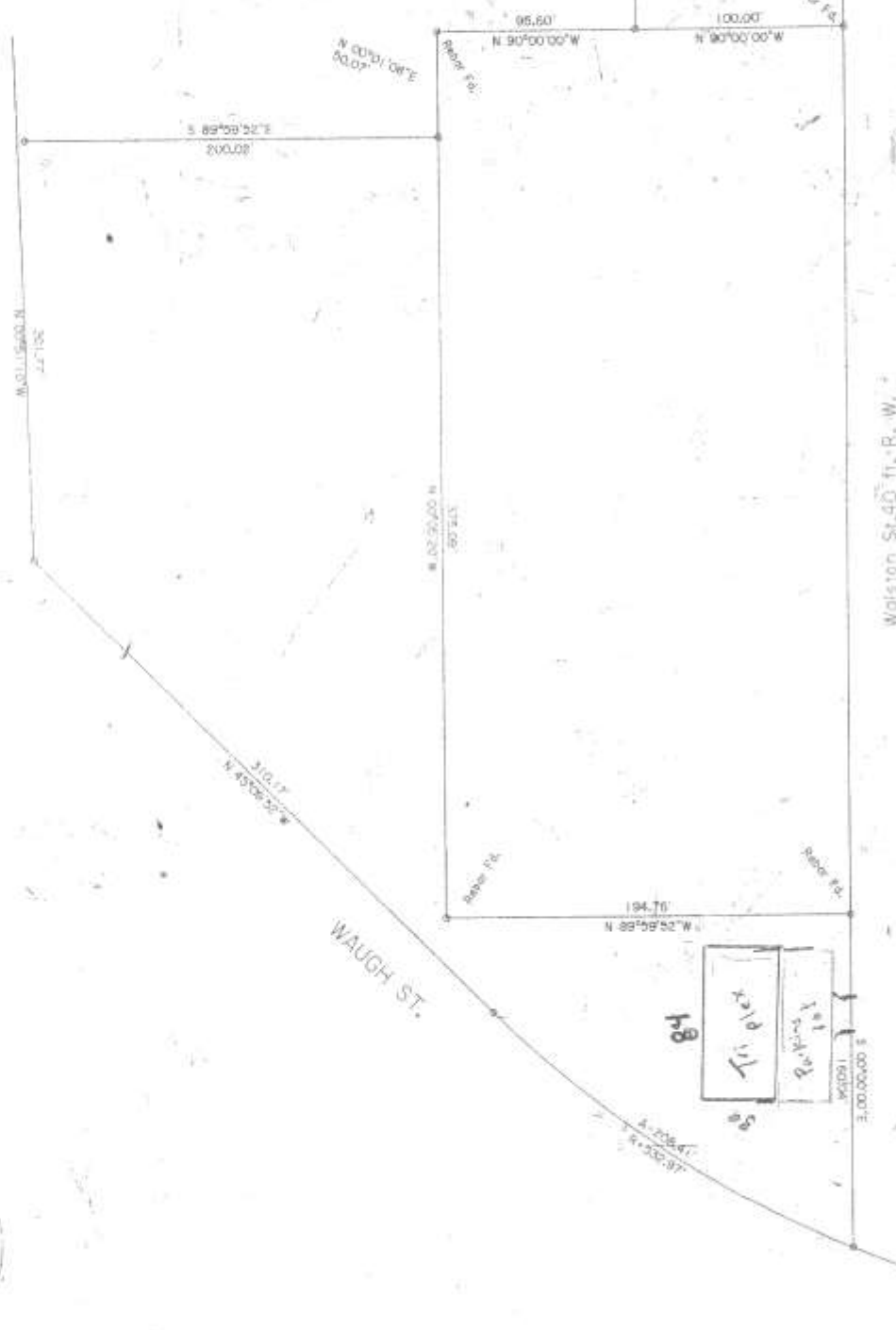
FEET
300





File 98140 Lv.35

Revised 10/10/10 by [illegible]
S. J. Carter, [illegible]
71. Black [illegible]
[illegible]



1103 Walston



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11/14/22

Agenda Item: Ratification of The WH Platts - Finalized Quote for City Hall AV System

Department: Administration

Requested By: Andrew Parker

Reviewed/Approved by City Attorney?

Cost: \$120,419.00

Funding Source if Not in Budget Budget Amendment to CIP Fund

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

Ratification of The WH Platts Company Finalized Quote for City Hall AV System with Video Production Integration Refresh Project. This was previously approved at the 10/19/22 Finance Committee Meeting.



QUOTE # 1109202201 -- Change Order

CUSTOM QUOTATION FOR:
 City of Dalton
 A/V Systems with Video Production Integration
 Dalton, Georgia
 Jorge Paez

QTY	Product	Description	Vendor	Unit Price	Total
Project: Video Production/A/V System					
Video Production -- 4ea. HD PTZ Cameras with External Controller, HD Video Production Switcher, HD Video Recording with Output to Owner Furnished Streaming Computer					
4	PT30X-SDI-WH-G2	PTZOptics 30X-SDI Gen 2 Live Streaming Broadcast Camera (White)	PTZ Optics	\$ 1,795.00	\$ 7,180.00 <i>okay</i>
4	HCM-1-WH	Small Universal Wall Mount Bracket for Select Cameras (White)	PTZ Optics	\$ 89.00	\$ 356.00 <i>okay</i>
1	PT-SUPERJOY-G1	PTZOptics SuperJoy NDI HX/IP & Serial PTZ Camera Joystick Controller	PTZ Optics	\$ 898.00	\$ 898.00
1	POE+Network Switch	POE+ Network Switch to Control and Power PTZ Cameras ... not connected to any other network	WHPC	\$ 160.00	\$ 160.00
1	SEB-1200	SE-1200MU 6-Input 1080i Video Switcher and RMC-260 Controller Bundle	DataVideo	\$ 2,195.00	\$ 2,195.00
1	97-21422	Osprey Video VB-USL 3G SDI to USB Video Bridge Capture Device	JB&A	\$ 364.00	\$ 364.00
1	CONVMCAUDS2	Blackmagic Design Audio to SDI Mini Converter Embedder	Blackmagic	\$ 195.00	\$ 195.00
1	VM-4UX	1:4 SDI Distribution Amplifier	Kramer	\$ 698.00	\$ 698.00
1	HYPERD/ST/DAHMM	Blackmagic Design HyperDeck Studio HD Mini 3G SDI Recorder to SD Memory Card	Blackmagic	\$ 495.00	\$ 495.00

A/V Systems-- 1ea 98" Display Mounted in Chamber behind Dais, 2ea. 50" Displays wall mounted facing Audience, 8ea 19" Dais Displays Presentation Area as well as Room Control, Audio System with Ceiling Speakers with Dais and Presentation Microphones, Wireless Microphones

tommmyc@whplatts.com
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 Phone: 843.553.1131
 Fax: 843.553.1151

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 Hanahan, SC 29410

1	QN98QN90AAAFXZA	Samsung Neo QLED QN90A 98" Class HDR 4K UHD Smart QLED TV - Monitor behind Dais ... RS232C Controllable with integrated TV Tuner.	Samsung	\$	14,250.00	\$	14,250.00	
1	ST680	Peerless-AV ST680 Tilt Wall Mount with Security Screws for 60 to 98" Displays (Black)	Peerless	\$	199.00	\$	199.00	
2	QN50QN90BAFXZA	Samsung Neo QLED QN90B 50" 4K HDR Smart QLED TV - Side Mounted Monitors. RS232C Controllable with integrated TV Tuner.	Samsung	\$	1,294.00	\$	2,588.00	
2	SA746PU	Peerless-AV SmartMount Articulating Wall Mount for 32 to 50" Displays (Black)	Peerless	\$	194.00	\$	388.00	okay
8	60G1MAR2US	19.5-inch LED Backlit LCD Monitors for DAIS and City Admin Position	WHPC	\$	185.00	\$	1,480.00	
8	Custom	Monitor Mount for Deskmount of Dais Monitors and City Admin Position	WHPC	\$	127.00	\$	1,016.00	
13	KDS-DEC7	AVoIP Decoder for 4K60 4:2:0, HDR10 over 1G network	Kramer	\$	965.00	\$	12,545.00	okay
5	KDS-EN7	AVoIP Encoder for 4K60 4:2:0, HDR10 over 1G network	Kramer	\$	965.00	\$	4,825.00	okay
2	RK-T2B-B	19-Inch Rack Adapter for KDS-7 Series	Kramer	\$	98.00	\$	196.00	
1	KRA-SL280	32-Port Master/Room Controller	Kramer	\$	1,495.00	\$	1,495.00	
2	E2422HS	Dell E2422H 23.8" 16:9 IPS Monitor	Dell	\$	229.00	\$	458.00	
1	Custom	Apple iPad - Engraving "Dalton A/V System Control"	Apple	\$	388.00	\$	388.00	
1	Custom	CarrieCathy Desktop Anti-Theft Security Kiosk POS Stand Holder Enclosure for 10.2" 2021 iPad 9th Gen.	CarrieCathy	\$	157.00	\$	157.00	
1	WAX610	NETGEAR Wireless Access Point (WAX610) - WiFi 6 Dual-Band AX1800 Speed Up to 250 Client Devices 1 x 2.5G Ethernet LAN Port 802.11ax Insight Remote Management PoE+ or Optional Power Adapter	Netgear/Synnex	\$	195.00	\$	195.00	
2	M4250-26-G4F-POE+	PoE+ 24x1G PoE+ 300W 2x1G and 4xSFP Managed Switch (GSM4230P) -- for AVOIP Network	Netgear	\$	1,105.00	\$	2,210.00	

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2	AXM764-AX	Axiom 10GBASE-LR Lite SFP+ Transceiver for Netgear - AXM764	Axiom	\$	325.00	\$	650.00
1	AM-3200	AirMedia® Receiver 3200 Collaboration System The AirMedia® Receiver 3200 (AM-3200) enables secure wireless collaboration in the modern digital workspace. Easy to deploy and manage, install the Receiver in conference rooms, huddle rooms, lounges, lobbies, or almost any space to establish a productive meeting environment.	Crestron	\$	1,122.00	\$	1,122.00 okay
2	CA1202	2 x 120W Commercial Amplifier	Lab Gruppen	\$	435.00	\$	870.00 okay
12	CONTROL 47HC	6.5" 2-Way Coaxial High-Ceiling Loudspeaker	JBL	\$	298.00	\$	3,576.00 okay
1	TesiraFORTÉ CI	Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, and Acoustic Echo Cancellation (AEC) technology (all 12 inputs)	Biamp	\$	2,177.00	\$	2,177.00
1	RA-163	8 Channel XLR Distribution Amp with Channel Attenuation	Rolls	\$	191.00	\$	191.00
1	PM-50SE	Personal Monitor Amp	Rolls	\$	60.00	\$	60.00
8	MX418D/C	Desktop-Mounted 18" Cardioid Gooseneck Microphone with Preamplifier	Shure	\$	294.00	\$	2,352.00
2	CatBox Stage Box (Female)	Analog over Cat5 XLR Input Box	WHPC	\$	174.00	\$	348.00
2	CatBox Stage Box (Male)	Analog over Cat5 XLR Output Box	WHPC	\$	174.00	\$	348.00
2	AP61 OM2	Single Channel Wireless Microphone System with One Hand Held Wireless Mic Transmitter	Audix	\$	640.00	\$	1,280.00
1	ADS48	Antenna Distribution System for Wireless Mics	Audix	\$	496.00	\$	496.00
1	6226281 (1450-6)	MX-P3 VISUAL PRESENTER with HDMI Output(required) + WRITING BOARD	Elmo	\$	450.00	\$	450.00
1	11MY001YUS	Custom Build Rackmount - System PC	Eastern Data	\$	1,258.00	\$	1,258.00
2	XDIP-US	Adder Single Link with POE HDMI & USB Extender over IP with PSU and US power lead	JB&A	\$	535.00	\$	1,070.00
1	UPS-2200R-8	Premium Series UPSRackmount Power 8 Outlet, 2150VA/1650W Indiv. Outlet,	Middel Atlantic	\$	1,350.00	\$	1,350.00

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1	CCR and HARDWARE	CABLES, CONNECTORS and RELATED and SYSTEM INSTALLATION HARDWARE	WHPC	\$	6,500.00	\$	6,500.00
1	INSTALLATION	INSTALLATION LABOR [Non-Tax]	WHPC	\$	21,240.00	\$	21,240.00
1	PROGRAMMING	Custom Programming Needs [Non-Tax]	WHPC	\$	6,450.00	\$	6,450.00
1	ON-SITE ENGINEERING	On-Site Engineering for custom work [Non-Tax]	WHPC	\$	5,980.00	\$	5,980.00
1	CAD / DRAWINGS	Custom CAD Drawings [Non-Tax]	WHPC	\$	1,325.00	\$	1,325.00
1	PROJECT MANAGEMENT	PROJECT MANAGER ASSIGNED TO THIS JOB [Non-Tax]	WHPC	\$	2,125.00	\$	2,125.00
1	TRAINING	SYSTEM OPERATOR, END USER TRAINING [Non-Tax]	WHPC	\$	895.00	\$	895.00
1	DECOMMISSION, UNINSTALL and DISPOSE	DECOMMISSION, UNINSTALL and DISPOSE of Existing A/V Gear and Cabling in current Council Chamber System	WHPC	\$	2,125.00	\$	2,125.00

okay

FOB: FACTORY

Freight: Actual Freight/Shipping charges may vary from estimate provided.

Terms: Net 30

Tax: State Sales tax may apply to this purchase.

Billing: All equipment will be billed as it ships from the manufacturer.

Pricing: Prices are firm for 30 days from this date and are subject to revision if quantities or products change.

Thank you for this opportunity to be of service.

Sub Total	\$	119,169.00
Sales Tax		Exempt
Freight / Shpg	\$	1,250.00
TOTAL	\$	120,419.00

APPROVAL TO PURCHASE
<i>Purchase Order Not Required</i>
Signature ↑
Date:

Tommy Cario, ASM/Sales Engineer
The W. H. PLATTS Company
November 10, 2022

APPROVAL TO PURCHASE
<i>Purchase Order Will Be Sent Change order</i>
<i>D. Deffen</i> to PO# 3702 2029
Signature ↑
Date: 11/10/2022

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Direct Line: 843.813.3328
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Fax: 843.553.1151

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CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11/14/2022

Agenda Item: 2022 Alcohol Beverage Application

Department: City Clerk

Requested By: Gesse Cabrera

Reviewed/Approved by City Attorney? Yes

Cost: N/A

Funding Source if Not in Budget N/A

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

(1) New 2022 Alcohol Application – Review and approval by the Mayor & Council.

2022 ALCOHOL BEVERAGE APPLICATION APPROVAL
M&C MEETING – MODAY NOVEMBER 14, 2022

(1) 2022 ALCOHOL APPLICATION(S)

- | | |
|--------------------|--------------------------------------------------------------|
| 1. Business Owner: | Smiles Glenwood Inc. |
| d/b/a: | Smile Food |
| Applicant: | Manisha Dhanani |
| Business Address: | 400 N. Glenwood Ave. |
| License Type: | Package Beer, Package Wine (Convenience Store / Gas Station) |
| Disposition: | New |



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11/14/22

Agenda Item: Tree Board Appointments

Department: City Clerk

Requested By: Gesse Cabrera

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

Cost: N/A

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

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

- Reappointment of Rita Norville for a 3-year term to expire 12/31/25.
- Reappointment of Melva Purvis for a 3-year term to expire 12/31/25.
- Appointment of Anna Verhoeff for a 3-year term to expire 12/31/22. Current member is David Potts.
- Appointment of Robin Hasselberg for an unexpired 3-year term to expire 12/31/23. Current member is Dianne Atkins.