



**MAYOR AND COUNCIL MEETING
TUESDAY, SEPTEMBER 05, 2023
6:00 PM
DALTON CITY HALL**

A G E N D A

Call to Order

Pledge of Allegiance

Approval of Agenda

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

Minutes:

1. Mayor & Council Minutes of August 21, 2023

New Business:

2. Adoption of the 2023 Millage Rate
3. Ordinance 23-15 The request of Chris James to rezone from Transitional Commercial (C-4) to General Commercial (C-2) a tract of land totaling 0.16 acres located at 923 S. Hamilton Street, Dalton, Georgia. Parcel (12-257-02-000)
4. Ordinance 23-16 The request of Sandra Milton to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) tracts of land totaling 0.46 acres located on Lavert Drive, Dalton, Georgia. Parcels (12-255-04-005 and 12-255-04-007)
5. Ordinance 23-17 The request of Dagoberto Hernandez to rezone from Medium Density Single Family Residential (R-3) to High Density Residential (R-7) a tract of land totaling 0.52 acres located at High Mountain Drive, Dalton, Georgia. Parcel (12-241-06-017)
6. Ordinance 23-18 The request of David Armstrong to rezone two adjacent tracts of land. The first tract is a request to rezone from Low Density Single Family Residential (R-2) to High Density Residential (R-7) a tract of land totaling 1.90 acres located at intersection of Mack Street and Walston Avenue, Dalton, Georgia. Parcel (12-197-01-038). The second tract is to rezone from Transitional Residential (R-6) Cond to High Density Residential (R-7) a tract of land totaling 1.84 acres located on Walston Avenue, Dalton, Georgia. Parcel (12-197-01-035)
7. Demolition Agreement and Easement for 915 Market Street
8. Appointment to Design Review Board
9. Design-Build Contract with Armourco, Inc. - Valley Drive Channel Stabilization Project

Supplemental Business

Announcements

Adjournment

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
AUGUST 21, 2023

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

CALL TO ORDER

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

APPROVAL OF AGENDA

On the motion of Council member Mock, second Council member Goodlett, the Mayor and Council approved the agenda with the following change:

Add Change Order – Lakeshore Park Asphalt Track Resurfacing

The vote was unanimous in favor.

PUBLIC COMMENTARY

There were no public comments.

PROCLAMATION – CONSTITUTION WEEK

Mayor Pennington presented a proclamation to Kathryn Sellers and Dell Bailey for Constitution Week September 17-23, 2023. Mayor Pennington urged all citizens to study the Constitution and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

MINUTES

The Mayor and Council reviewed the Mayor & Council Regular Meeting Minutes of August 7, 2023. On the motion of Council member Mock, second Council member Goodlett, the minutes were approved. The vote was unanimous in favor.

ALCOHOL BEVERAGE APPLICATIONS

The Mayor and Council reviewed the following (2) New 2023 Alcohol Beverage Applications:

1. Business Owner: D. Donatelli, LLC
d/b/a: D. Donatelli, LLC
Applicant: Matthew Barrett
Business Address: 825 Chattanooga Ave. Suite 1
License Type: Pouring Beer, Wine, Liquor (Restaurant)
Disposition: New

2. Business Owner: Kaylia Enterprise, LLC
d/b/a: AK Smoke & Vape Shop
Applicant: Sidra Hussain
Business Address: 908 S. Thornton Ave. Suite 1
License Type: Package Beer, Wine (Convenience Store)
Disposition: New

On the motion of Council member Mock, second Council member Farrow, the applications were approved. The vote was unanimous in favor.

CERTIFICATION OF CONSISTENCY PLAN

CFO Cindy Jackson presented the Certification of Consistency Plan stating the Plan is to certify the application for federal funds under the HUD Continuum of Care Program and is consistent with the City’s Consolidated Plan. Jackson further stated these funds will benefit DWCEC’s Case Manager and Shelter Plus programs. On the motion of Council member Mock, second Council member Goodlett, the Application was approved. The vote was unanimous in favor.

DEMOLITION AGREEMENT AND EASEMENT - WEST WALNUT AVENUE

City Administrator Andrew Parker presented the Demolition Agreement and Easement for 1301 W. Walnut Avenue. Parker stated the Agreement and Easement is to remove an abandoned and dilapidated signage located at 1301 West Walnut Avenue. On the motion of Council member Farrow, second Council member Mock, the Agreement and Easement was approved. The vote was unanimous in favor.

APPOINTMENT - ALTERNATE MEMBER 2024 SPLOST COMMITTEE

City Administrator Andrew Parker presented the appointment of Debra Pourquoi as an Alternate Member to the 2024 SPLOST Committee. On the motion of Council member Mock, second Council member Farrow, the appointment was approved. The vote was unanimous in favor.

Council member Farrow asked if the SPLOST Committee will choose the projects for the City of Dalton. City Administrator Andrew Parker stated the Committee makes a recommendation but ultimately it is the decision of the elected officials.

ADD CHANGE ORDER – LAKESHORE PARK ASPHALT TRACK RESURFACING

On the motion of Council member Farrow, second Council member Goodlett, the Mayor and Council approved a Change Order to Lakeshore Park Asphalt Track Resurfacing in the amount of \$140,390.00 for a full depth reclamation repair. The vote was unanimous in favor.

MISCELLENEOUS

Mayor Pennington stated City offices will be closed Monday, September 4, 2023 for Labor Day. The next City Council Meeting will be held Tuesday, September 5, 2023.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 6:16 p.m.

Bernadette Chattam
City Clerk

David Pennington, Mayor

Recorded
Approved: _____
Post: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 9-5-23
Agenda Item: Adoption of 2023 Millage Rate
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:

Recommendation that the 2023 millage rate be adopted at 1.936 mills which is equivalent to the rollback millage rate.

PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2023

COUNTY: **WHITFIELD** TAXING JURISDICTION: **CITY OF DALTON**

ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

DESCRIPTION	2022 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2023 DIGEST
REAL	2,341,595,458	549,667,657	12,203,305	2,903,466,420
PERSONAL	1,660,677,407		283,270,433	1,943,947,840
MOTOR VEHICLES	24,670,350		270,675	24,941,025
MOBILE HOMES	426,695		(690)	426,005
TIMBER -100%	0		0	0
HEAVY DUTY EQUIP	0		61,755	61,755
GROSS DIGEST	4,027,369,910	549,667,657	295,805,478	4,872,843,045
EXEMPTIONS	351,100,162	474,808	47,652,295	399,227,265
NET DIGEST	3,676,269,748	549,192,849	248,153,183	4,473,615,780
	(PYD)	(RVA)	(NAG)	(CYD)

2022 MILLAGE RATE: **2.207**

2023 MILLAGE RATE: **1.936**

CALCULATION OF ROLLBACK RATE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2022 Net Digest	PYD	3,676,269,748	
Net Value Added-Reassessment of Existing Real Property	RVA	549,192,849	
Other Net Changes to Taxable Digest	NAG	248,153,183	
2023 Net Digest	CYD	4,473,615,780	
2022 Millage Rate	PYM	2.207	PYM
Millage Equivalent of Reassessed Value Added	ME	0.271	(RVA/CYD) * PYM
Rollback Millage Rate for 2023	RR - ROLLBACK RATE	1.936	PYM - ME

CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2023 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)	Rollback Millage Rate	1.936
	2023 Millage Rate	1.936
	Percentage Tax Increase	0.00%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

 Chairman, Board of Tax Assessors Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

 Tax Collector or Tax Commissioner Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2023 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2023 is _____

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2023 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2023 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

 Responsible Party Title Date

NOTICE OF CURRENT TAX DIGEST AND 5 YEAR HISTORY OF LEVY

The City of Dalton Mayor and Council do hereby announce that the millage rate will be set at a meeting to be held at Dalton City Hall, 300 W. Waugh Street, Dalton, Georgia 30720, Tuesday, September 5, 2023 at 6:00 PM and pursuant to the requirements of O.C.G.A. 48-5-32, do hereby publish the following presentation of the current year's tax digest and levy along with the history of the tax digest and levy for the past five years.

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Real & Personal	3,832,017,264	3,900,852,864	3,930,484,908	3,830,830,860	3,981,904,320	4,829,333,390
Motor Vehicles	49,378,400	41,732,450	39,074,850	26,888,600	24,670,350	24,941,025
Mobile Homes	363,023	347,653	398,478	413,133	426,695	426,005
Public Utilities	23,110,695	21,956,165	21,287,140	21,011,288	20,368,545	18,080,870
Timber-100%	0	0	0	0	0	0
Heavy Duty Equipment	0	0	91,953	18,877	0	61,755
Gross Digest	3,904,869,382	3,964,889,132	3,991,337,329	3,879,162,758	4,027,369,910	4,872,843,045
Less M&O Exempt	324,560,279	329,697,205	340,470,135	324,352,155	351,100,162	399,227,265
Net M&O Digest	3,580,309,103	3,635,191,927	3,650,867,194	3,554,810,603	3,676,269,748	4,473,615,780
Gross M&O Millage	3.968	4.042	3.968	4.125	4.269	3.887
Less Rollbacks	1.463	1.560	1.731	1.917	2.062	1.951
Net M&O Millage	2.505	2.482	2.237	2.208	2.207	1.936
Net Taxes Levied	\$ 8,968,674	\$ 9,022,546	\$ 8,166,990	\$ 7,849,022	\$ 8,113,527	\$ 8,660,920
Net Tax \$ Increase (Decrease)	\$ 212,967	\$ 53,872	\$ (855,556)	\$ (317,968)	\$ 264,506	\$ 547,393
Net Tax % Increase (Decrease)	2.432%	0.601%	-9.482%	-3.893%	3.370%	6.747%

Source: Whitfield County Board of Tax Assessors

Digest amounts are stated at 100% of assessed valuation. The net levy represents the amount billed not amount collected.

Exemptions include all City exemptions, as well as the elderly homestead exemptions as passed by City voters in 2004, HB1782 and HB1783, and Freeport Exemption. The 2023 totals are subject to revision due to property tax appeals. O.C.G.A. 45-5-311 requires temporary tax bills based on 85% of this years assessed valuation or the taxpayer's return value whichever is greater.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 9/5/2023

Agenda Item: The request of Chris James to rezone from Transitional Commercial (C-4) to General Commercial (C-2) a tract of land totaling 0.16 acres located at 923 S. Hamilton Street, Dalton, Georgia. Parcel (12-257-02-000)

Department: Zoning

Requested By: Ethan Calhoun

Reviewed/Approved by City Attorney? Sent for Review

Cost: N/A

Funding Source if Not in Budget N/A

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

See attached staff analysis

CITY OF DALTON
ORDINANCE
Ordinance No. 23-15

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From Transitional Commercial (C-4) To General Commercial (C-2) Being A Tract of Land Totaling 0.16 Acres Located at 923 S. Hamilton Street Dalton, Georgia (Parcel No. 12-257-02-000); To Provide An Effective Date; And For Other Purposes

WHEREAS, Chris James (Owner) has filed an application with the City to rezone property located at 923 S. Hamilton Street (Parcel No. 12-257-02-000);

WHEREAS, the Property is currently zoned Transitional Commercial (C-4);

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

WHEREAS, the application for rezoning appears to be in proper form and made by all owners of the Property sought to be rezoned;

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

WHEREAS, the Dalton-Varnell-Whitfield County Planning Commission considered the proposed rezoning of the Property at a duly noticed public hearing held on August 28, 2023 and subsequently forwarded its favorable recommendation to the Mayor and Council for rezoning the property to C-2;

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

-1-

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

-2-

The Property located at 923 S. Hamilton Street identified as Parcel No. 12-257-02-000 is hereby rezoned from Transitional Commercial (C-4) to General Commercial (C-2) in accordance with the recommendation of the Dalton-Varnell-Whitfield County Planning Commission.

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.

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.

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

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

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

The foregoing Ordinance received its first reading on _____ and a second reading on _____. Upon second reading a motion for passage of the Ordinance was made by Councilmember _____, second by Councilmember _____ and upon the question the vote is _____ ayes, _____ nays and the Ordinance is adopted.

CITY OF DALTON, GEORGIA

MAYOR

Attest:

CITY CLERK

A true copy of the foregoing Ordinance has been published in two public places within the City of Dalton for five (5) consecutive days following passage of the above-referenced Ordinance as of the ____ day of _____, 20__.

CITY CLERK
CITY OF DALTON

**DALTON-VARNELL-WHITFIELD COUNTY PLANNING COMMISSION
503 WEST WAUGH STREET
DALTON, GA 30720**

MEMORANDUM

TO: City of Dalton Mayor and Council
Andrew Parker
Terry Miller
Jacob Bearden

FROM: Jim Lidderdale
Chairman

DATE: August 31, 2023

SUBJECT: The request of Chris James to rezone from Transitional Commercial (C-4) to General Commercial (C-2) a tract of land totaling 0.16 acres located at 923 S. Hamilton Street, Dalton, Georgia. Parcel (12-257-02-000)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on August 28, 2023 at 6:00 p.m. at the Whitfield County Courthouse meeting room. A portion of the agenda included a public hearing concerning the above matter. A quorum of five members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Chris James.

Public Hearing Summary:

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

Chris James confirmed the details in the staff analysis regarding his planned expansion. Lidderdale confirmed with James that the former single-family dwelling on the subject property had been removed.

With no other comments heard for or against, this hearing closed at approximately 7:02pm.

Recommendation:

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

STAFF ANALYSIS
REZONING REQUEST
Unified Zoning Ordinance

ZONING CASE: Chris James is seeking to rezone from Transitional Commercial (C-4) to General Commercial (C-2) a tract of land (parcel 12-257-02-020) containing a total of 0.16 acres located at 923 S. Hamilton St. The tract currently contains a single-family detached dwelling. The rezoning request to C-2 is sought to for the petitioner to expand their adjacent automobile body shop onto the subject property:

The surrounding uses and zoning are C-2 to the north and south with C-4 to the east and west. All adjacent tracts of land are zoned and developed for commercial or industrial use.

The subject property is within the jurisdiction of the City of Dalton Mayor and Council.

CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS

(A) Whether the proposed amendment would allow a use that is generally suitable for the site compared to other possible uses and whether the proposed change is consistent with the established land use pattern and zoning of adjacent and nearby properties.

The subject property is adjacent to the C-2 zone district to the north and to the south. The adjacent properties zoned C-4 appear to have a general commercial or light industrial use. The proposed C-2 rezoning would reflect both the existing zoning and development character of the surrounding area.

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

All adjacent zoning and development is intensive commercial or light industrial in character, which would be similar to the proposed development. There is no concern for a negative impact to the values of any adjacent property.

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

Currently, the adjacent automobile body shop is not a permitted use in the C-4 zone district, so a C-2 rezoning would have to occur for the expansion of said adjacent automobile body shop.

(D) Whether there is relative gain to the health, safety, morals, or general welfare of the public as compared to any hardship imposed upon the individual owner under the existing zoning.

N/A

(E) Whether the proposed (C-2) amendment, if adopted or approved, would result in a use which would or could cause an excessive or burdensome use of

existing streets, schools, sewers, water resources, police and fire protection, or other utilities, as contrasted with the impact under the existing zoning.

The change in zoning of the subject property will have little to no impact on public infrastructure or utilities due to the limited size of the subject property and existing commercial zoning.

(F) Whether the property sought to be rezoned (or annexed) is in conformity with the policy and intent of the adopted joint comprehensive plan or equivalent. If not, has the plan already been amended, officially or unofficially, by the development of uses which are contrary to the plan recommendation, and if the plan has been amended, does this rezoning or annexation request allow uses which are compatible to the existing uses in the vicinity.

The comprehensive plan's future development map shows this property to be within the industrial character area. This character area is intended to provide area for manufacturing and industrial development. The proposed expansion of the automobile body shop would be an excellent fit for this character area.

(G) Whether there are any other conditions or transitional patterns affecting the use and development of the property to be rezoned or annexed, which give grounds for approval or disapproval of the proposed zoning proposal. Whether the proposed zoning change constitutes an "entering wedge" and is a deterrent to the use, improvement, or development of adjacent property within the surrounding zone districts or would create an isolated, unrelated district (spot zone) as interpreted by current Georgia law.

The proposed rezoning would shrink the C-4 zone district and enlarge the existing C-2 zone district in this area.

(H) Whether the subject property, as currently zoned, is vacant and undeveloped for a long period of time, considered in the context of land development in the vicinity or whether there are environmental or cultural factors, like steep slopes, flood plain, storm water, or historical issues that influence the development of the subject property under any zoning designation.

N/A

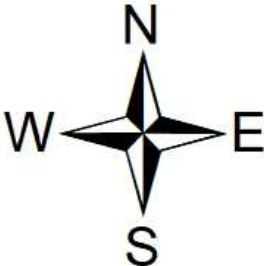
CONCLUSION:

The staff can provide a recommendation to approve the requested C-2 rezoning of the subject property based on the following factors:

1. The requested C-2 zone district does not pose a zoning or land use conflict, neither does it constitute a "spot zone" at the proposed location based on the existing zoning and development in the area.
2. Adverse economic impact in regard to the nearby or adjacent properties is not expected if the request is approved based on the existing commercial and industrial character throughout this area.

3. The requested C-2 zone district is good fit for this location based on the Comprehensive Plan's future development map and narrative based on the established development character of this area.

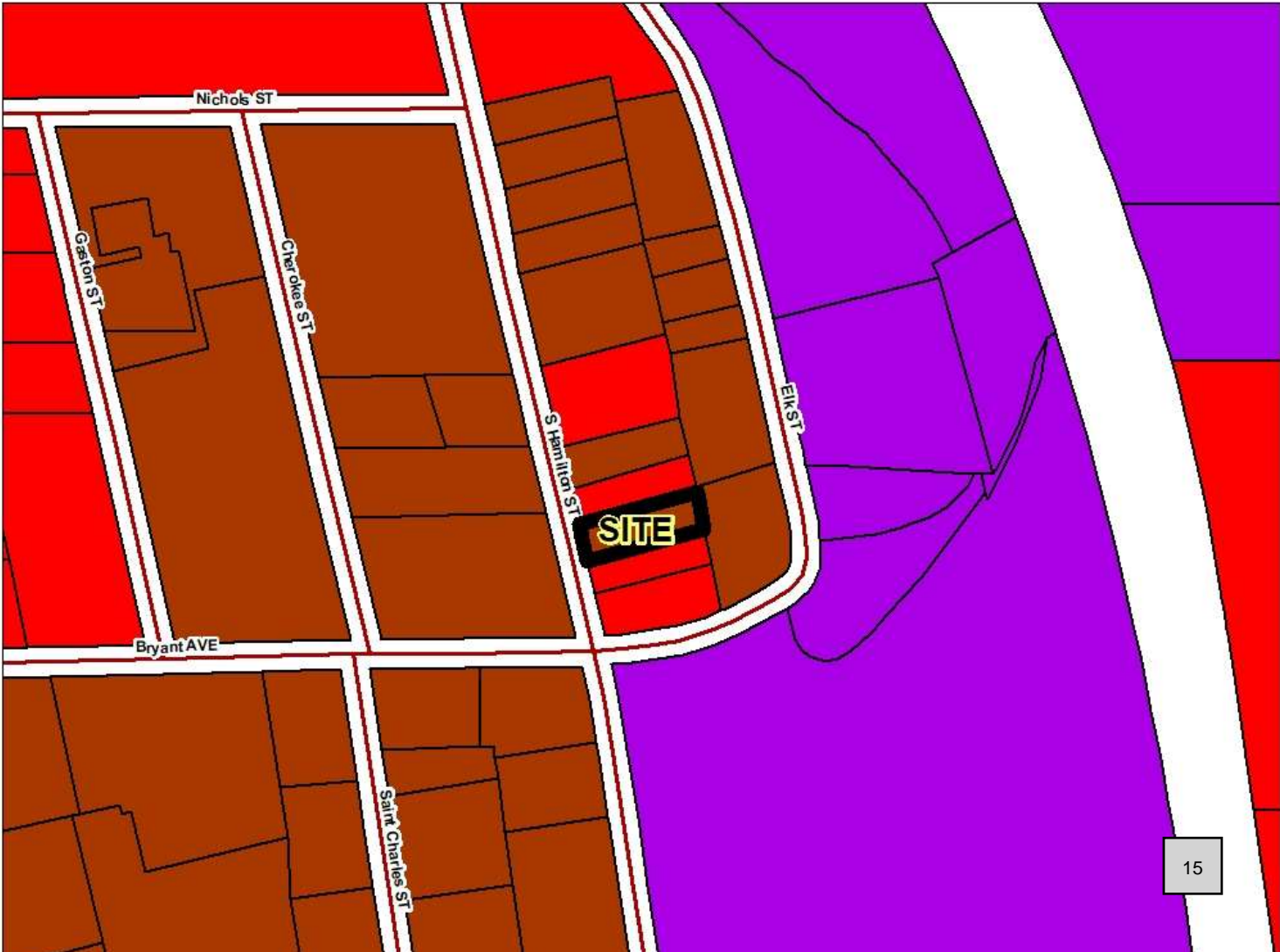
James Rezoning Request C-4, Transitional Commercial to C-2, General Commercial



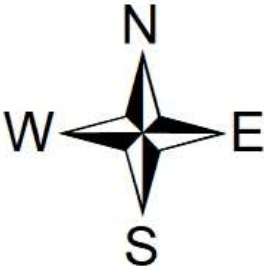
ZONING DISTRICT

-  General Commercial (C-2)
-  General Commercial (C-2) Cond
-  Transitional Commercial (C-4)
-  Transitional Commercial (C-4) Cond
-  Heavy Manufacturing (M-2)

FEET
200



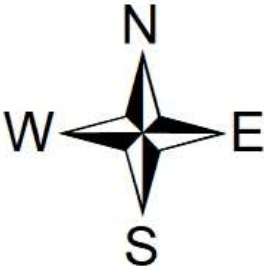
James Rezoning Request C-4, Transitional Commercial to C-2, General Commercial



**FEET
200**



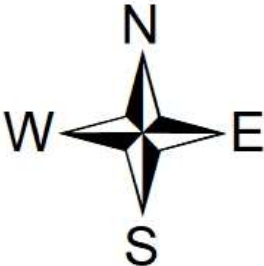
James Rezoning Request C-4, Transitional Commercial to C-2, General Commercial





FEET
50



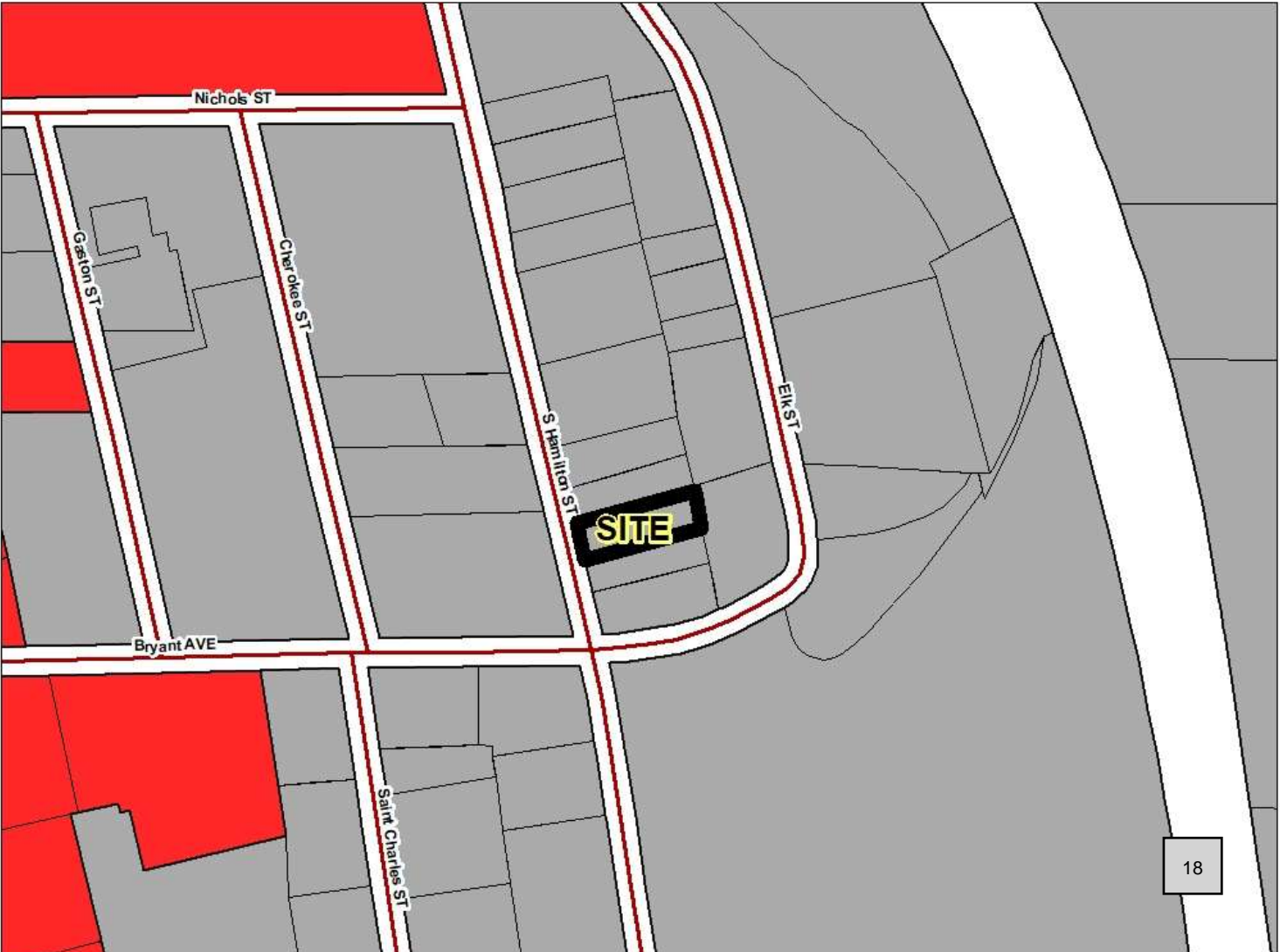
James Rezoning Request C-4, Transitional Commercial to C-2, General Commercial



FUTURE DEVELOPMENT MAP

-  Commercial Corridor
-  Industrial

FEET
200





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 9/5/2023

Agenda Item: The request of Sandra Milton to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) tracts of land totaling 0.46 acres located on Lavert Drive, Dalton, Georgia. Parcels (12-255-04-005 and 12-255-04-007)

Department: Zoning

Requested By: Ethan Calhoun

Reviewed/Approved by City Attorney? Sent for Review

Cost: N/A

Funding Source if Not in Budget N/A

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

See attached staff analysis

CITY OF DALTON
ORDINANCE
Ordinance No. 23-16

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From Heavy Manufacturing (M-2) To Rural Residential (R-5) Being A Tract of Land Totaling 0.46 Acres Located at Lavert Drive Dalton, Georgia (Parcel Nos. 12-255-04-005 and 12-255-04-007); To Provide An Effective Date; And For Other Purposes

WHEREAS, Sandra Milton (Owner) has filed an application with the City to rezone property located at Lavert Drive (Parcel Nos. 12-255-04-005 and 12-255-04-007);

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

WHEREAS, the Owner is requesting the Property be rezoned to Rural Residential (R-5);

WHEREAS, the application for rezoning appears to be in proper form and made by all owners of the Property sought to be rezoned;

WHEREAS, the Planning Commission staff reports that the rezoning proposed is not incompatible with land uses in the neighborhood and thereby recommends approval of the requested R-5 rezoning; and

WHEREAS, the Dalton-Varnell-Whitfield County Planning Commission considered the proposed rezoning of the Property at a duly noticed public hearing held on August 28, 2023 and subsequently forwarded its favorable recommendation to the Mayor and Council for rezoning the property to R-5;

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 Lavert Drive identified as Parcel Nos. 12-255-04-005 and 12-255-04-007 is hereby rezoned from Heavy Manufacturing (M-2) to Rural Residential (R-5) in accordance with the recommendation of the Dalton-Varnell-Whitfield County Planning Commission.

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.

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.

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

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

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

The foregoing Ordinance received its first reading on _____ and a second reading on _____. Upon second reading a motion for passage of the Ordinance was made by Councilmember _____, second by Councilmember _____ and upon the question the vote is _____ ayes, _____ nays and the Ordinance is adopted.

CITY OF DALTON, GEORGIA

MAYOR

Attest:

CITY CLERK

A true copy of the foregoing Ordinance has been published in two public places within the City of Dalton for five (5) consecutive days following passage of the above-referenced Ordinance as of the ____ day of _____, 20__.

CITY CLERK
CITY OF DALTON

**DALTON-VARNELL-WHITFIELD COUNTY PLANNING COMMISSION
503 WEST WAUGH STREET
DALTON, GA 30720**

MEMORANDUM

TO: City of Dalton Mayor and Council
Andrew Parker
Terry Miller
Jacob Bearden

FROM: Jim Lidderdale
Chairman

DATE: August 31, 2023

SUBJECT: The request of Sandra Milton to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) tracts of land totaling 0.46 acres located on Lavert Drive, Dalton, Georgia. Parcels (12-255-04-005 and 12-255-04-007)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on August 28, 2023 at 6:00 p.m. at the Whitfield County Courthouse meeting room. A portion of the agenda included a public hearing concerning the above matter. A quorum of five members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Sandra Milton.

Public Hearing Summary:

Mr. Calhoun summarized the staff analysis, at the June Meeting of the Planning Commission, which recommended the R-5 rezoning be approved. There were no further questions for Calhoun.

Recommendation:

Chairman Lidderdale sought a motion on the requested R-5 rezoning. **Chris Shiflett then made a motion to approve the R-5 rezoning. Jody McClurg then seconded the motion and a unanimous recommendation to approve the R-5 rezoning followed, 4-0.**

STAFF ANALYSIS
REZONING REQUEST
Unified Zoning Ordinance

ZONING CASE: Sandra Milton is seeking to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) two tracts of land (parcels 12-255-04-005, and 007) containing a total of 0.46-acres located at 1010 Lavert Drive. One of the two adjacent tracts is developed with a single-family detached dwelling while the other tract is undeveloped. The rezoning request to R-5 is sought to for the petitioner to allow a family member to construct a single-family detached dwelling on the undeveloped tract.

The surrounding uses and zoning are as follows: All adjacent and surrounding tracts of land are zoned M-2. All tracts of land along the northern R/W of Lavert Drive are developed with single-family detached dwellings similar to 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 properties.

This area has been overwhelmingly zoned developed for industrial and manufacturing use. However, the subject property is part of a pocket neighborhood along the northern R/W of Lavert Dr. This neighborhood currently consists of five single-family detached dwellings. While there is no adjacent or nearby residential zone district, the established pocket neighborhood along Lavert Dr. has existed for multiple decades and consists of well-maintained properties.

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

The proposed rezoning and addition of a single-family detached dwelling would have no negative effect on the values of the adjacent or surrounding properties in this area.

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

The significant limitations of the subject property's size do not create any reasonable opportunity for industrial or manufacturing land use, and the likelihood for assimilation by the existing adjacent industrial sites is unlikely at this time. The proposed rezoning and development would be reflective of the majority of properties along Lavert Dr.

(D) Whether there is relative gain to the health, safety, morals, or general welfare of the public as compared to any hardship imposed upon the individual owner under the existing zoning.

The subject property is in a non-conforming state which means that the dwelling cannot be expanded in any way. Non-conforming dwellings are also exempt from mortgage loans which means the subject property would be limited to only a cash buyer in the future.

(E) Whether the proposed (R-5) amendment, if adopted or approved, would result in a use which would or could cause an excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other utilities, as contrasted with the impact under the existing zoning.

The limited size of the subject property prevents most any type of use that would burden public infrastructure at this location.

(F) Whether the property sought to be rezoned (or annexed) is in conformity with the policy and intent of the adopted joint comprehensive plan or equivalent. If not, has the plan already been amended, officially or unofficially, by the development of uses which are contrary to the plan recommendation, and if the plan has been amended, does this rezoning or annexation request allow uses which are compatible to the existing uses in the vicinity.

The comprehensive plan's future development map shows this property to be within the Town Neighborhood Revitalization character area in the Comprehensive Plan. This character area is intended to promote residential investment and residential infill development that is reflective of the established development pattern of the area. As stated previously, the pocket neighborhood along Lavert Dr. consists of single-family detached dwellings that would reflect the character of the proposed R-5 zone district. Without the proposed R-5 rezoning, the subject property will remain a non-conforming use along with the other residential properties along Lavert Dr. With these homes remaining in non-conformity, future home buyers will be unable to get a mortgage.

(G) Whether there are any other conditions or transitional patterns affecting the use and development of the property to be rezoned or annexed, which give grounds for approval or disapproval of the proposed zoning proposal. Whether the proposed zoning change constitutes an "entering wedge" and is a deterrent to the use, improvement, or development of adjacent property within the surrounding zone districts or would create an isolated, unrelated district (spot zone) as interpreted by current Georgia law.

While this rezoning would create an island of R-5 zoning surrounded by the M-2 zone district, the residential character of Lavert Dr. has been established and maintained for several decades. The rezoning of the subject property to R-5 would not change the established character of the pocket neighborhood along Lavert Drive and would ultimately be reflective of the majority of properties in this neighborhood.

(H) Whether the subject property, as currently zoned, is vacant and undeveloped for a long period of time, considered in the context of land development in the vicinity or whether there are environmental or cultural factors, like steep slopes, flood plain, storm water, or historical issues that influence the development of the subject property under any zoning designation.

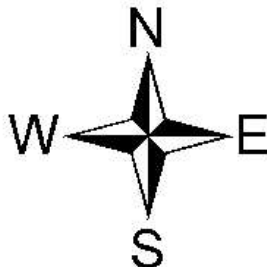
N/A

CONCLUSION:

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

1. The requested R-5 rezoning would not be out of character with the majority of existing development along Lavert Dr.
2. Adverse economic impact in regard to the nearby or adjacent properties is not expected based on the existing residential character along Lavert Dr.
3. The requested R-5 zone district would be a suitable implementation of the Town Neighborhood Revitalization character area in the Comprehensive Plan based on the established character of residential development along Lavert Dr.

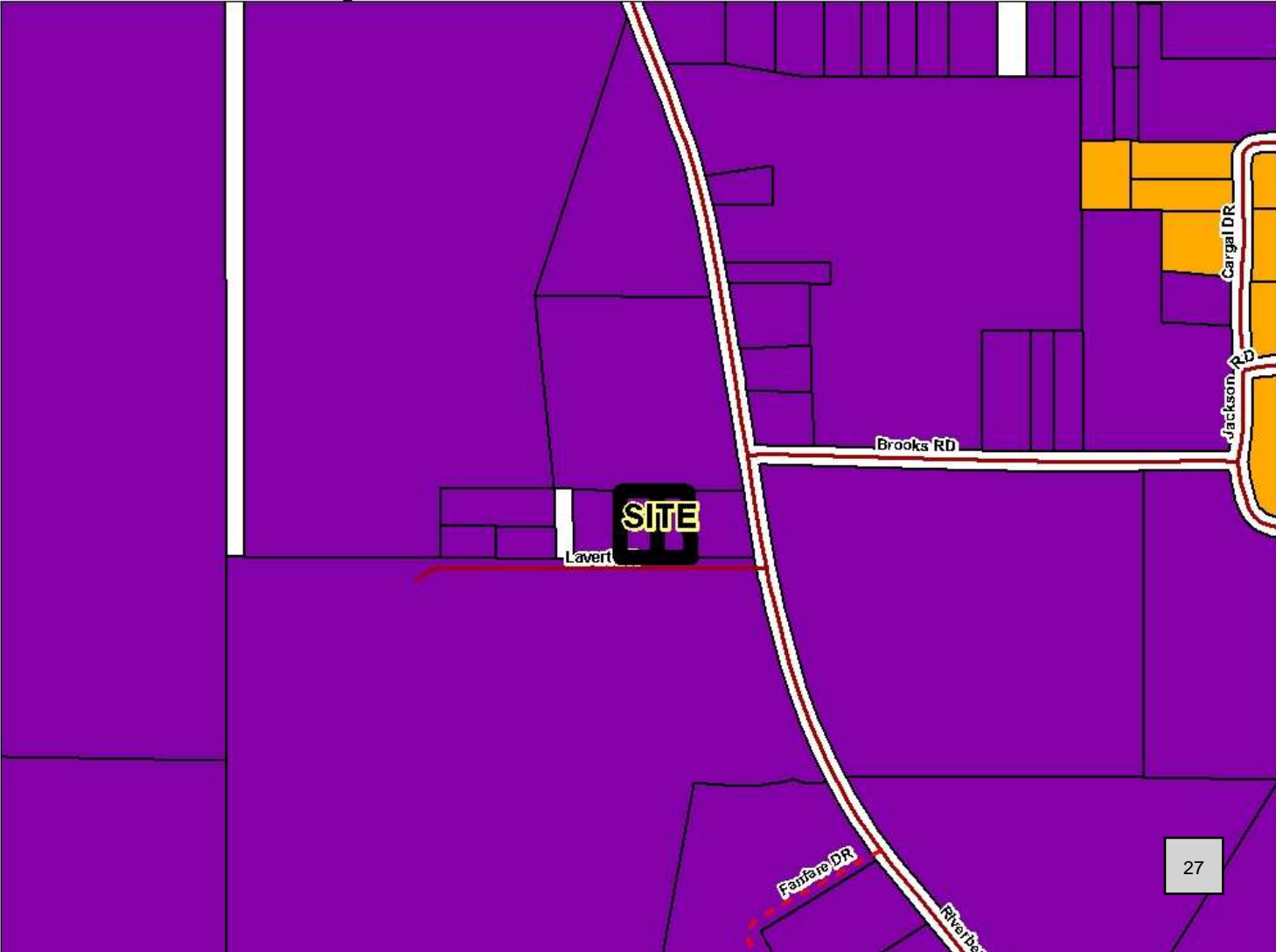
Milton Rezoning Request M-2, Heavy Manufacturing to R-5, Rural Residential City of Dalton Jurisdiction



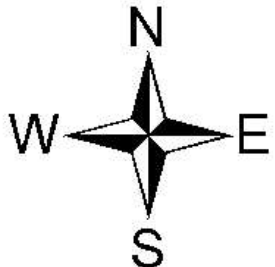
ZONING

-  Rural Residential (R-5)
-  Heavy Manufacturing (M-2)


FEET
300



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



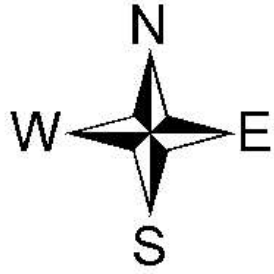
DALTON CITY LIMITS

 Town_Boundaries

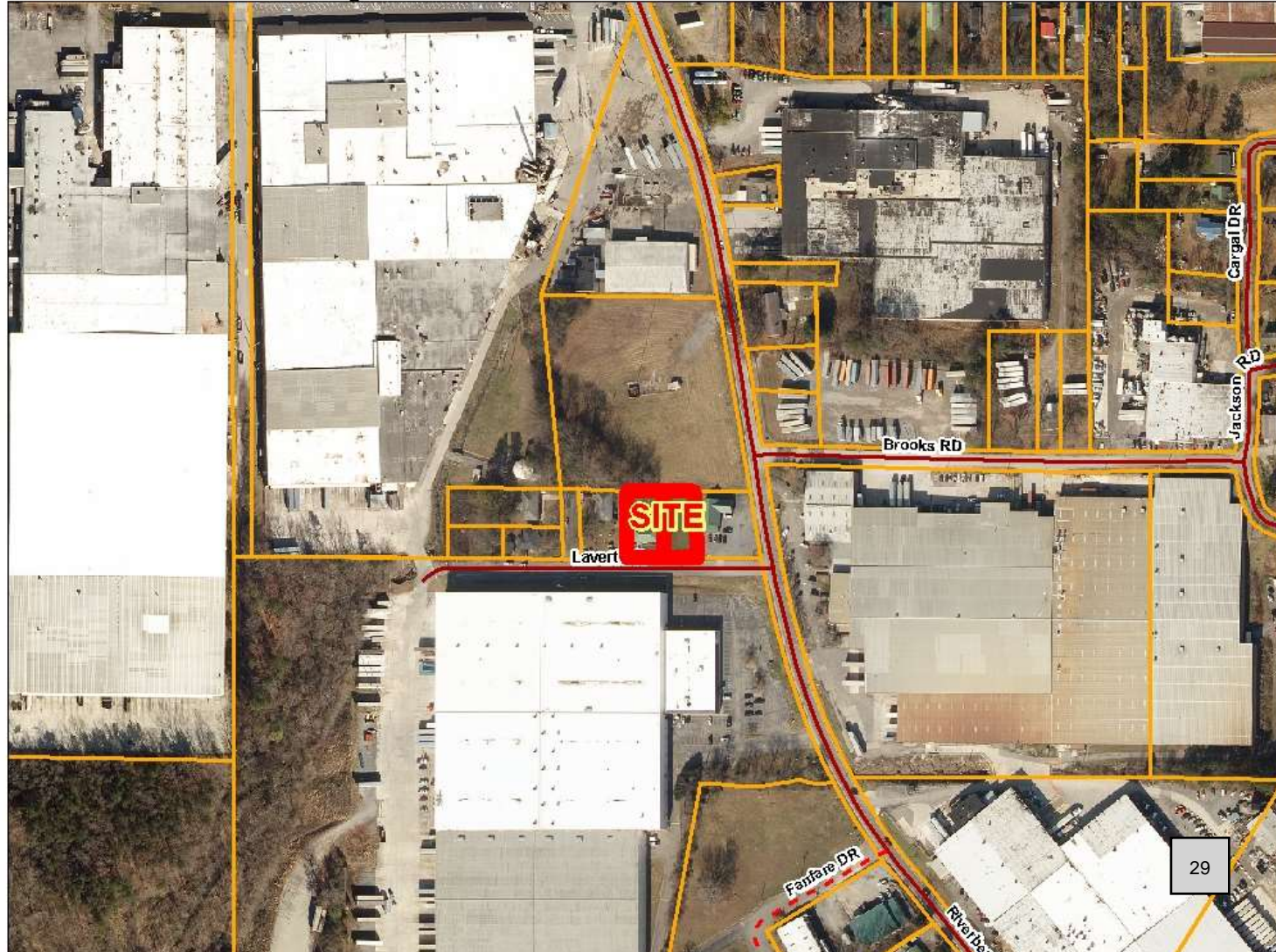
FEET
300



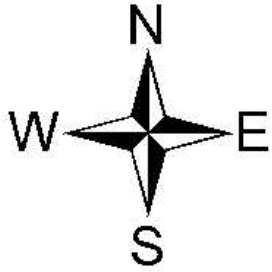
Milton Rezoning Request M-2, Heavy Manufacturing to R-5, Rural Residential City of Dalton Jurisdiction



FEET
300



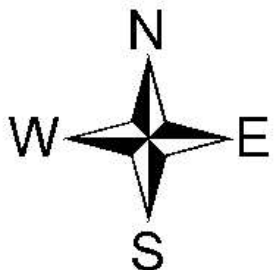
Milton Rezoning Request M-2, Heavy Manufacturing to R-5, Rural Residential City of Dalton Jurisdiction



FEET
100



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



FUTURE DEVELOPMENT MAP

-  Industrial
-  Town Neighborhood Revitalization

FEET
300





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 9/5/2023

Agenda Item: The request of Dagoberto Hernandez to rezone from Medium Density Single Family Residential (R-3) to High Density Residential (R-7) a tract of land totaling 0.52 acres located at High Mountain Drive, Dalton, Georgia. Parcel (12-241-06-017)

Department: Zoning

Requested By: Ethan Calhoun

Reviewed/Approved by City Attorney? Sent for Review

Cost: N/A

Funding Source if Not in Budget N/A

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

See attached staff analysis

CITY OF DALTON
ORDINANCE
Ordinance No. 23-17

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From Medium Density Single Family Residential (R-3) To High Density Residential (R-7) Being A Tract of Land Totaling 0.52 Acres Located at High Mountain Drive Dalton, Georgia (Parcel No. 12-241-06-017); To Provide An Effective Date; And For Other Purposes

WHEREAS, Dagoberto Hernandez (Owner) has filed an application with the City to rezone property located at High Mountain Drive (Parcel No. 12-241-06-017);

WHEREAS, the Property is currently zoned Medium Density Single Family Residential (R-3);

WHEREAS, the Owner is requesting the Property be rezoned to High Density Residential (R-7);

WHEREAS, the application for rezoning appears to be in proper form and made by all owners of the Property sought to be rezoned;

WHEREAS, the Planning Commission staff reports that the rezoning proposed is not incompatible with land uses in the neighborhood and thereby recommends approval of the requested R-7 rezoning; and

WHEREAS, the Dalton-Varnell-Whitfield County Planning Commission considered the proposed rezoning of the Property at a duly noticed public hearing held on August 28, 2023 and subsequently forwarded its favorable recommendation to the Mayor and Council for rezoning the property to R-7;

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 High Mountain Drive identified as Parcel No. 12-241-06-017 is hereby rezoned from Medium Density Single Family Residential (R-3) to High Density Residential (R-7) in accordance with the recommendation of the Dalton-Varnell-Whitfield County Planning

Commission.

-3-

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

-4-

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

-5-

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

-6-

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

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

The foregoing Ordinance received its first reading on _____ and a second reading on _____. Upon second reading a motion for passage of the Ordinance was made by Councilmember _____, second by Councilmember _____ and upon the question the vote is _____ ayes, _____ nays and the Ordinance is adopted.

CITY OF DALTON, GEORGIA

MAYOR

Attest:

CITY CLERK

A true copy of the foregoing Ordinance has been published in two public places within the City of Dalton for five (5) consecutive days following passage of the above-referenced Ordinance as of the _____ day of _____, 20__.

CITY CLERK
CITY OF DALTON

**DALTON-VARNELL-WHITFIELD COUNTY PLANNING COMMISSION
503 WEST WAUGH STREET
DALTON, GA 30720**

MEMORANDUM

TO: City of Dalton Mayor and Council
Andrew Parker
Terry Miller
Jacob Bearden

FROM: Jim Lidderdale
Chairman

DATE: August 31, 2023

SUBJECT: The request of Dagoberto Hernandez to rezone from Medium Density Single Family Residential (R-3) to High Density Residential (R-7) a tract of land totaling 0.52 acres located at High Mountain Drive, Dalton, Georgia. Parcel (12-241-06-017)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on August 28, 2023 at 6:00 p.m. at the Whitfield County Courthouse meeting room. A portion of the agenda included a public hearing concerning the above matter. A quorum of five members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Dagoberto Hernandez.

Public Hearing Summary:

Mr. Calhoun summarized the staff analysis which recommended approval of the requested R-7 rezoning. There were no further questions for Calhoun.

Dagoberto Hernandez stated his intention to construct multiple 2-story multi-family structures on the subject property.

With no other comments heard for or against, this hearing closed at approximately 7:07pm.

Recommendation:

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

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

ZONING CASE: Dagoberto Hernandez is seeking to rezone from Medium-Density Single-Family Residential (R-3) to High-Density Residential (R-7) a tract of land (parcel 12-242-06-017) containing a total of 0.52-acres located High Mountain Dr. The tract is currently undeveloped. The rezoning request to R-7 is sought to for the petitioner to develop the subject property with three multiple multi-family structures with a total of 8-12 dwelling units:

The surrounding uses and zoning are as follows: 1) to the north, are lots of lesser area than the subject property that are all zoned R-3 and contain single-family detached dwellings; 2) to the east, are three tracts of land zoned R-3 that are each smaller than the subject property in area. Each of the three eastern tracts contain a single-family detached dwelling; 3) to the south, is a larger commercial tract of land that is developed for commercial use; 4) To the west, are two tracts of land that are each undeveloped. One of the western tracts is zoned C-1 while the other is zoned R-3. A review of the zoning map and existing development indicates that this area is a convergence of the R-3, C-2, and C-1 zone districts.

The subject property is within the jurisdiction of the City of Dalton Mayor and Council.

CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS

(A) Whether the proposed amendment would allow a use that is generally suitable for the site compared to other possible uses and whether the proposed change is consistent with the established land use pattern and zoning of adjacent and nearby properties.

The subject property is located at the convergence of the residential and commercial zone districts. All the zoning and established development to the north is medium-density residential, while all of the southern boundary of the subject property is adjacent to the C-1 and C-2 zone districts. The proposed rezoning would introduce a multi-family zone district and development pattern at this location where there are no adjacent multi-family zone districts or existing developments. The immediately adjacent commercial development to the south gives grounds for consideration of a higher residential density for the subject property. The East Morris St. corridor has been largely developed for commercial and industrial use, but the R-7 zone district can be seen in numerous locations in the vicinity of the subject property.

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

The introduction of the R-7 zone district to the R-3 neighborhood would introduce a multi-family character that has not existed previously. The adjacent commercial zone district along East Morris St, however, has created a transitional area at which the subject property lies on the point of convergence. Given the adjacent commercial zoning and development, the R-7 rezoning of the subject property is not expected to have a negative economic impact on the adjacent R-3 properties. If the requested R-7 rezoning is approved, the subject property would be required to create a 15' buffer along its boundary

anywhere it is adjacent to the R-3 zone district.

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

While the subject property could be developed as it is currently zoned, the previously mentioned issue of the adjacent commercial zone district gives grounds for consideration of a higher residential density at this location.

(D) Whether there is relative gain to the health, safety, morals, or general welfare of the public as compared to any hardship imposed upon the individual owner under the existing zoning.

N/A

(E) Whether the proposed (R-7) amendment, if adopted or approved, would result in a use which would or could cause 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 limiting factor of the subject property's size prevent any type of development that would burden public infrastructure or utilities.

(F) Whether the property sought to be rezoned (or annexed) is in conformity with the policy and intent of the adopted joint comprehensive plan or equivalent. If not, has the plan already been amended, officially or unofficially, by the development of uses which are contrary to the plan recommendation, and if the plan has been amended, does this rezoning or annexation request allow uses which are compatible to the existing uses in the vicinity.

The comprehensive plan's future development map shows this property to be within the Commercial character area. This character area is intended to promote commercial development for retail and services. The adjacent commercial zone districts along East Morris St. is likely the reason the subject property was mapped for commercial development. The only street access for the subject property is along High Mountain Drive, which is currently only accessed by residential properties. The proposed rezoning would be a reasonable transition from the C-2 zone district to the R-3 zone district. The requested R-7 rezoning would be far more appropriate for the subject property than a commercial zone district.

(G) Whether there are any other conditions or transitional patterns affecting the use and development of the property to be rezoned or annexed, which give grounds for approval or disapproval of the proposed zoning proposal. Whether the proposed zoning change constitutes an "entering wedge" and is a deterrent to the use, improvement, or development of adjacent property within the surrounding zone districts or would create an isolated, unrelated district (spot zone) as interpreted by current Georgia law.

While there are no adjacent R-7 zoned properties, the subject property is adjacent to both the commercial and residential zone districts. The requested R-7 rezoning would be reflective of similar properties in the area nearby East Morris St.

(H) Whether the subject property, as currently zoned, is vacant and undeveloped for a long period of time, considered in the context of land development in the vicinity or whether there are environmental or cultural factors, like steep slopes, flood plain, storm water, or historical issues that influence the development of the subject property under any zoning designation.

N/A

CONCLUSION:

The staff can provide a recommendation to approve the requested R-7 rezoning of the subject property based on the following factors:

1. The requested R-7 rezoning would allow for a zone district and land use that is appropriate given the adjacent commercial zone district and existing R-7 development throughout this area.
2. Adverse economic impact in regard to the nearby or adjacent properties is not expected if the request is approved based on the existing pattern of development throughout this area as well as the required buffers affecting the subject property.
3. The requested R-7 zone district is a more appropriate zone district for this location than the commercial character area in the comprehensive plan's future development map. The R-7 rezoning would ensure only residential traffic along High Mountain Dr, while simultaneously permitting a higher density potential for the subject property. The adjacent commercial zone districts and existing development of this area lead this planner to believe the R-7 rezoning would be a more gradual transition from residential to commercial than currently exists.

Hernandez Rezoning Request

R-3, Medium Density Single Family Residential to R-7, High Density Residential

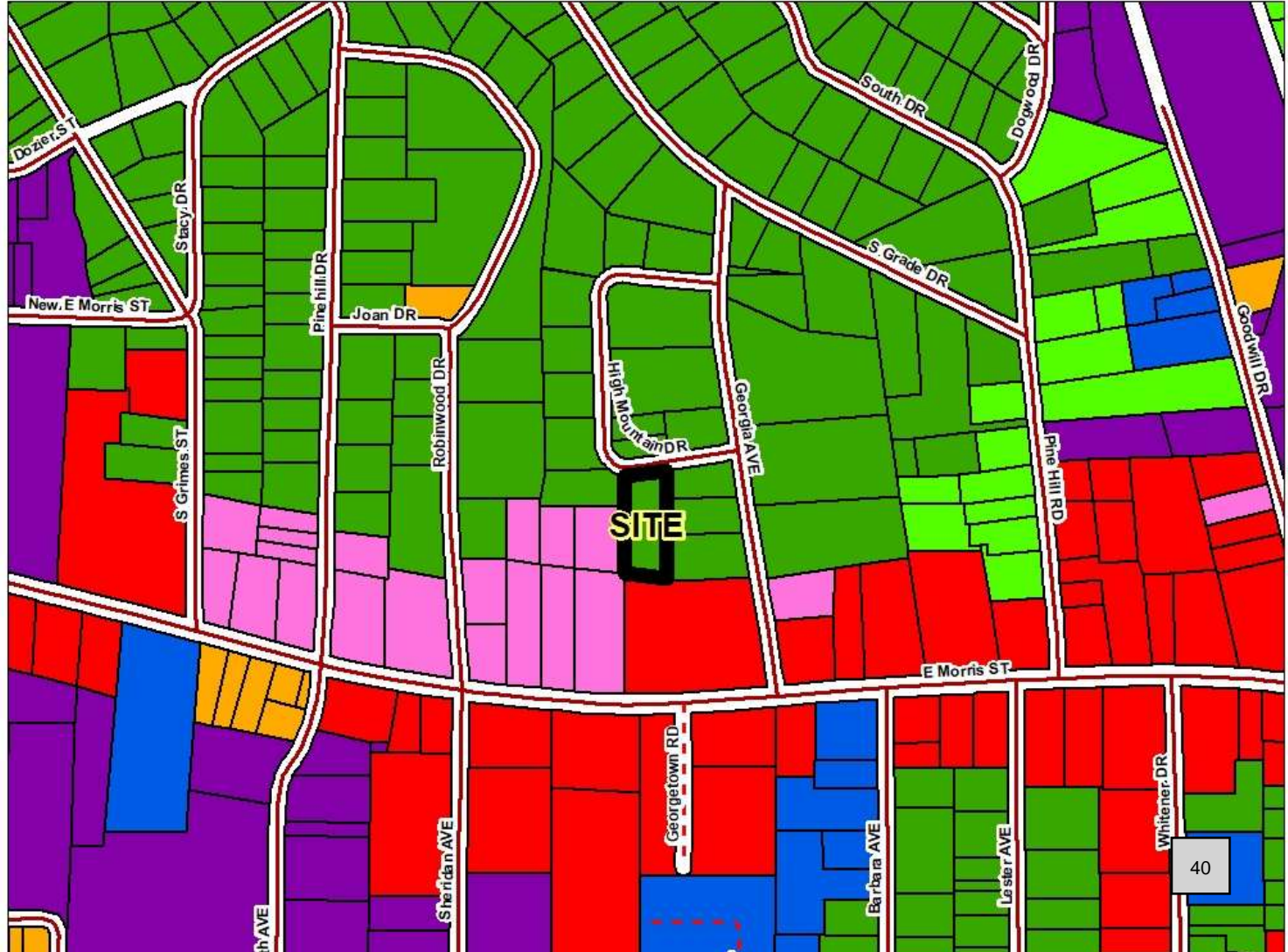
CITY OF DALTON JURISDICTION



ZONING DISTRICT

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

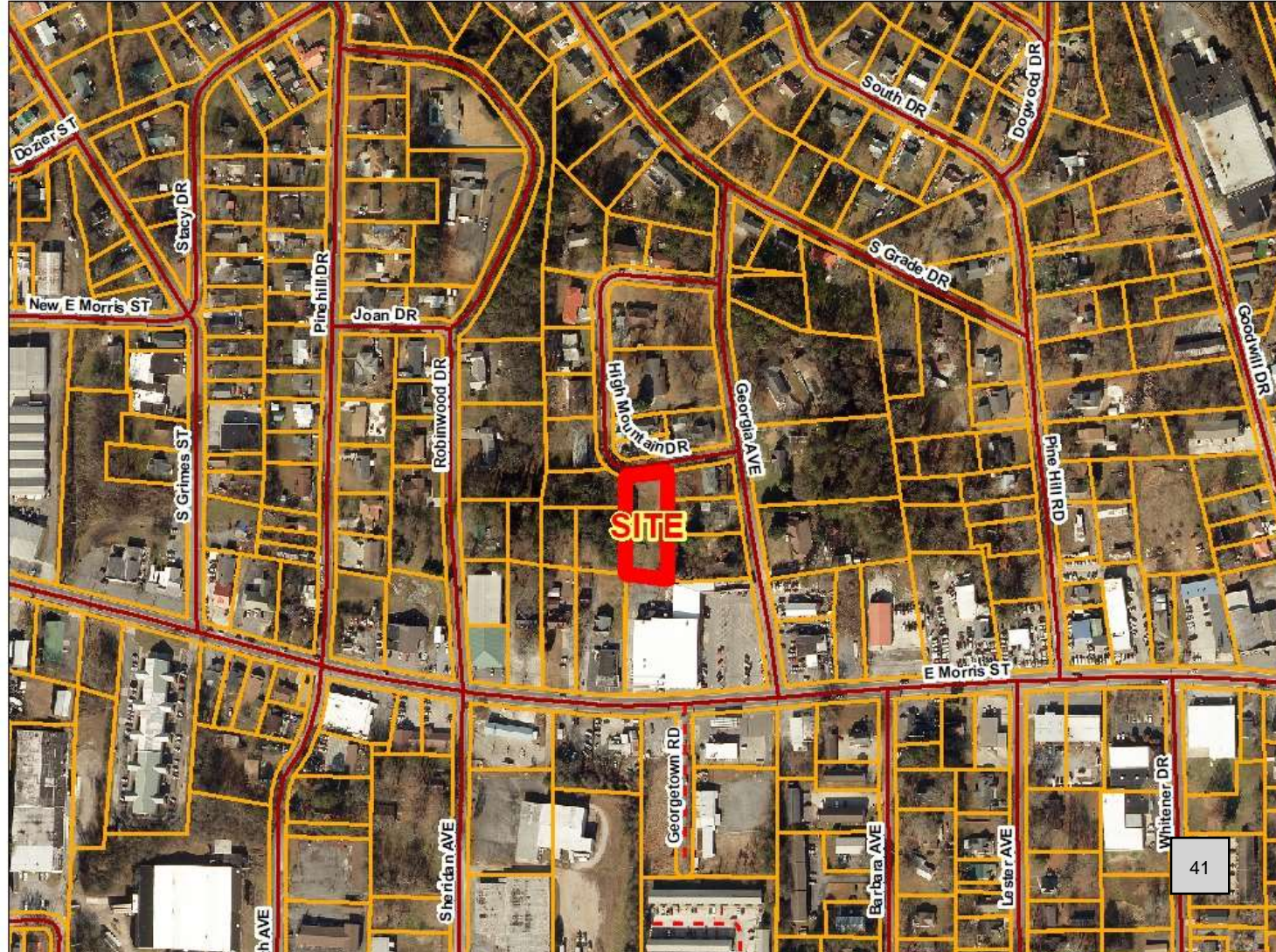
FEET
300



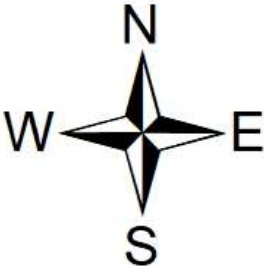
**Hernandez Rezoning Request
R-3, Medium Density Single Family Residential
to
R-7, High Density Residential
CITY OF DALTON JURISDICTION**



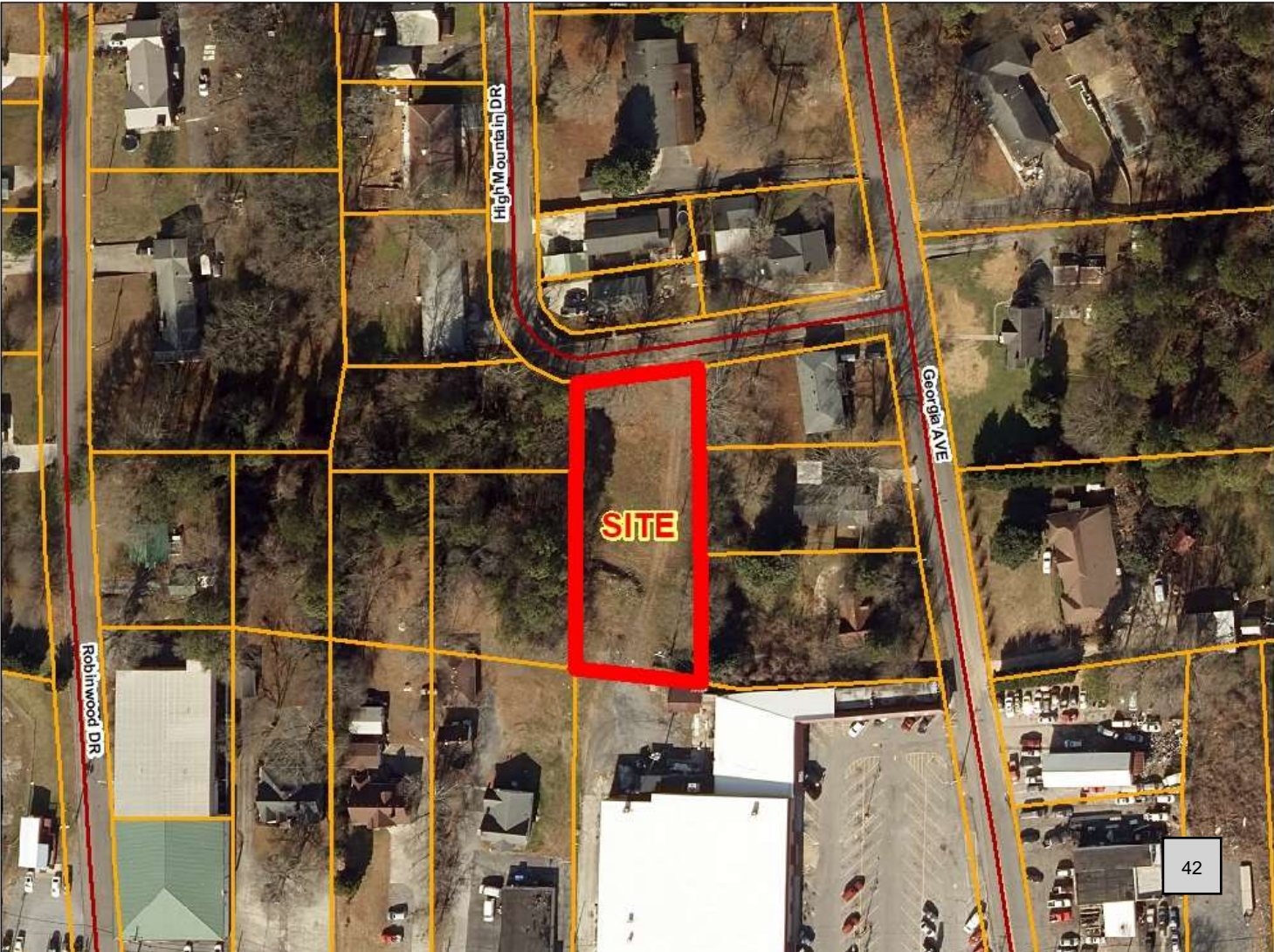
**FEET
300**

A solid black horizontal bar representing a scale of 300 feet.

**Hernandez Rezoning Request
R-3, Medium Density Single Family Residential
to
R-7, High Density Residential
CITY OF DALTON JURISDICTION**



**FEET
100**



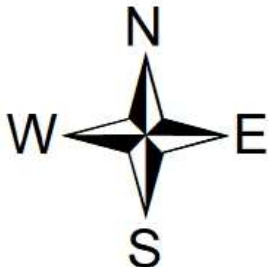
Hernandez Rezoning Request

R-3, Medium Density Single Family Residential

to

R-7, High Density Residential

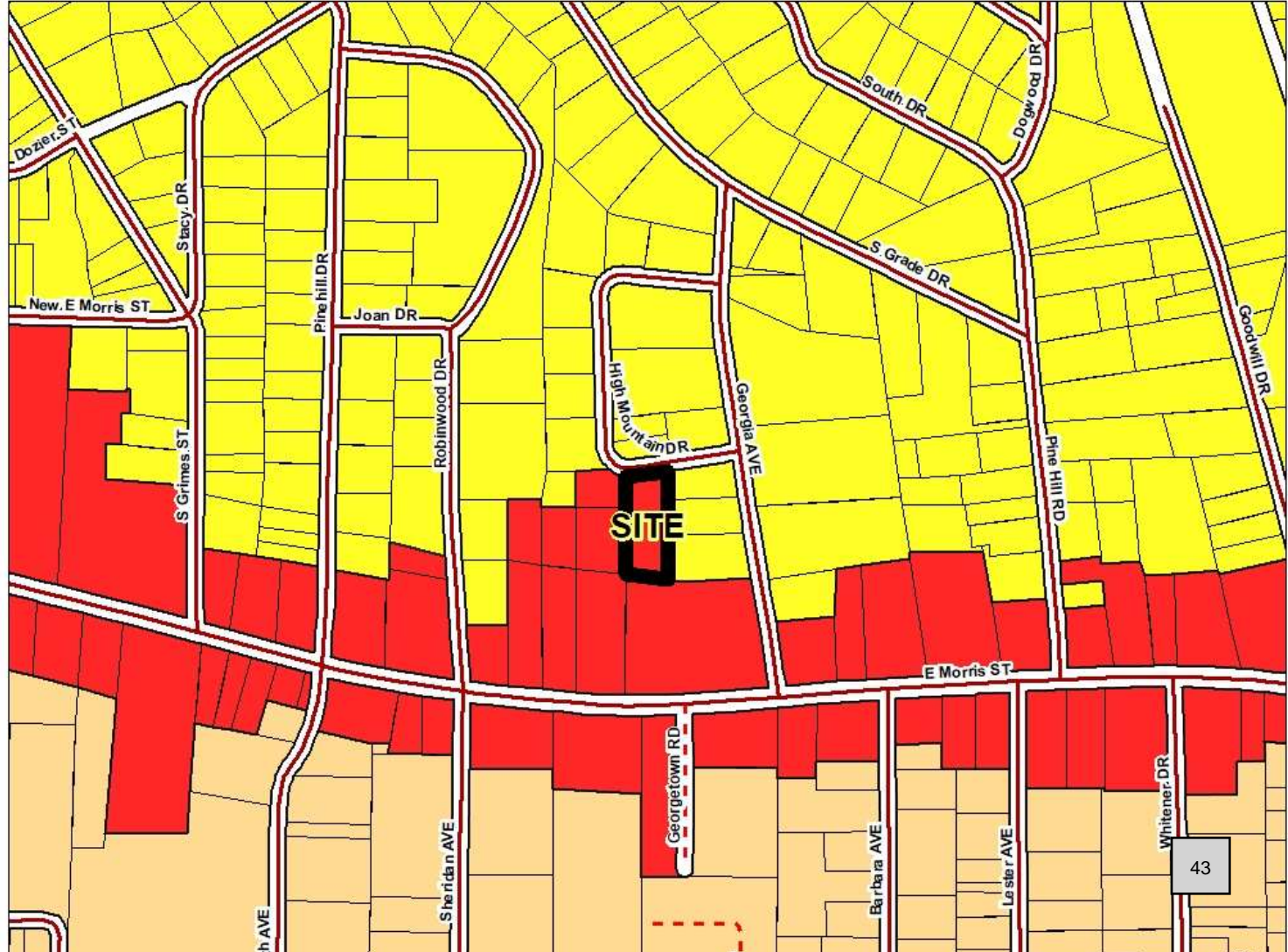
CITY OF DALTON JURISDICTION



FUTURE DEVELOPMENT MAP

-  Commercial
-  Suburban Neighborhood
-  Town Neighborhood Revitalization

FEET
300





ABBREVIATIONS LEGEND:
 MFP - METAL FENCE POST
 FC - FENCE CORNER
 RB - REBAR
 CONC. - CONCRETE
 OTP - OPEN TOP PIPE
 IPF - IRON PIN FOUND
 P/L - PROPERTY LINE
 L/L - LAND LOT LINE
 IPS - IRON PIN SET
 BLDG. - BUILDING
 R/W - RIGHT-OF-WAY
 N/Y - NOW OR FORMERLY

PERSON TO BE NOTIFIED OF ACTION:
 NAME: HARVEY STAFFORD
 ADDRESS: 706.275.8887
 ADDRESS: P.O. BOX 3847, DALTON, GA 30719

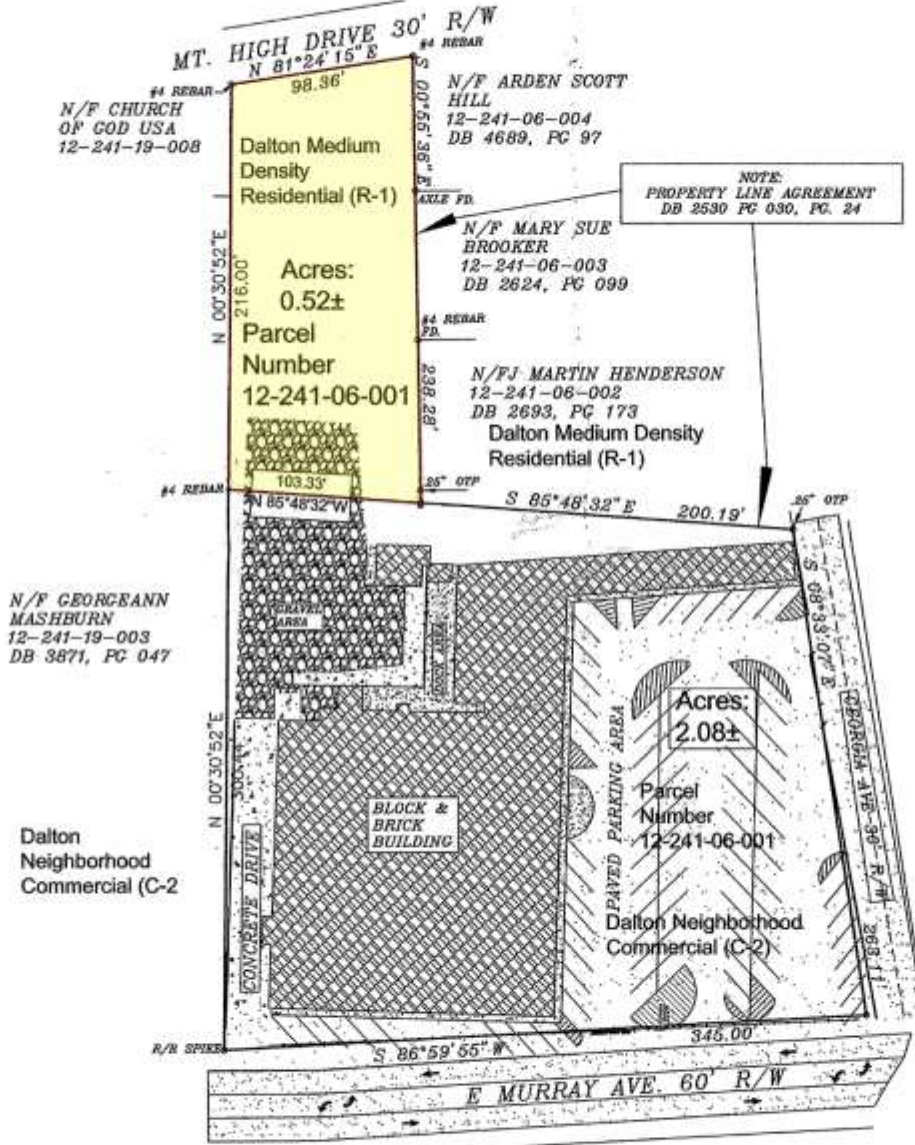
BUILDING SETBACK LINES:
 FRONT = 15'
 SIDE = 5'
 REAR = 20'

AERIAL PHOTO: GIS
 PART OF 12-241-06-001
 TOTAL LOTS CREATED: 0
 NO NEW STREETS
 TOTAL ACREAGE: 2.80
 ZONED C-1

AS PER THE (F.I.R.M.) FLOOD
 INSURANCE RATE MAP COMMUNITY
 PANEL: 13313C 0130D
 EFFECTIVE DATE: 09/09/2007
 THIS PROPERTY IS NOT IN AN
 AREA HAVING SPECIAL FLOOD
 HAZARD.

Notes:
 A) This surveyor has made no investigation for encumbrances, restrictions, ownership, or any other facts that an accurate and current title search may determine.
 B) No certification is made as to the existence of the location, arrangement, or existence of any underground utilities shown or not shown on this survey; contractors should verify at utility locations prior to digging.
 C) Best met. practices (BMP'S) O.C.S.A. 12-7-5 subsection (b) Section 31-MIN. Requirements for erosion & sediment control shall be followed prior to and during construction.
 (*CALL BEFORE YOU DIG*)
 1.800.282.7411 TOLL FREE CALL

THE FIELD DATA ON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 35200 FEET AND AN ANGULAR ERROR OF 90 SECONDS PER ANGLE POINT. AND WAS ADJUSTED USING THE N/A METHOD. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 35200 FEET. THIS PLAT WAS PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW, AND IS SUITABLE FOR RECORDING.



LOCATION SKETCH NOT TO SCALE

WHITFIELD COUNTY, GEORGIA

Filed for Record on 06 Jan 2015 at 08:02AM

PLAT CABINET : 0000E

Page: 00469

Melica Kendrick

MELICA KENDRICK
 CLERK SUPERIOR COURT



SURVEYED FOR:		
STAFFORD SHOPPING CENTER		
SCALE: 1" = 50'	JOB#: 091164HS	DRAWN BY: DOB
DATE: 11/17/2009	SCREEN FILE: 091164HS.DWG	FIELD DATA: STS-38
LAST REVISED: 10.31.12	RECORD#: 9775	CHECKED BY: BLP
LOCATED IN LAND LOT(S) 241 12th DISTRICT, 3rd SECTION CITY OF DALTON, WHITFIELD COUNTY, GEORGIA		
ALLIED SURVEYING INC. PROFESSIONAL LAND SURVEYING 1102 OLYMPIC AVENUE		





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 9/5/2023

Agenda Item: The request of David Armstrong to rezone two adjacent tracts of land. The first tract is a request to rezone from Low Density Single Family Residential (R-2) to High Density Residential (R-7) a tract of land totaling 1.90 acres located at intersection of Mack Street and Walston Avenue, Dalton, Georgia. Parcel (12-197-01-038). The second tract is to rezone from Transitional Residential (R-6) Cond to High Density Residential (R-7) a tract of land totaling 1.84 acres located on Walston Avenue, Dalton, Georgia. Parcel (12-197-01-035)

Department: Zoning

Requested By: Ethan Calhoun

Reviewed/Approved by City Attorney? Sent for Review

Cost: N/A

Funding Source if Not in Budget N/A

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

See attached staff analysis

CITY OF DALTON
ORDINANCE
Ordinance No. 23-18

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton Being Two Tracts of Land The First Being 1.90 Acres Located at the intersection of Mack Street and Walston Avenue Dalton, Georgia And The Second Tract Being A Tract of Land totaling 1.84 Acres Located On Walston Avenue Dalton, Georgia (Parcel Nos. 12-197-01-038 And 12-197-01-035) From Low Density Single Family Residential (R-2) And From Transitional Residential (R-6) To High Density Residential (R-7); 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 the intersection of Mack Street and Walston Avenue and property located on Walston Avenue (Parcel Nos. 12-197-01-038 and 12-197-01-035);

WHEREAS, the first Property is currently zoned Low Density Single Family Residential (R-2) and the second property is currently zoned Transitional Residential (R-6);

WHEREAS, the Owner is requesting that both Properties contiguous to each other be rezoned to High Density Residential (R-7);

WHEREAS, the application for rezoning appears to be in proper form and made by all owners of the Property sought to be rezoned;

WHEREAS, the Planning Commission staff reports that the rezoning proposed is not incompatible with land uses in the neighborhood and thereby recommends approval of the requested R-7 rezoning; and

WHEREAS, the Dalton-Varnell-Whitfield County Planning Commission considered the proposed rezoning of the Property at a duly noticed public hearing held on August 28, 2023 and subsequently forwarded its favorable recommendation to the Mayor and Council for rezoning the property to R-7;

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 the intersection of Mack Street and Walston Avenue identified as Parcel No. 12-197-01-038 is hereby rezoned from Low Density Single Family Residential (R-2) to High Density Residential (R-7) and the property located at Walston Avenue identified as Parcel No. 12-197-01-035 is hereby rezoned from Transitional Residential (R-6) to High Density Residential (R-7) in accordance with the recommendation of the Dalton-Varnell-Whitfield County Planning Commission.

-3-

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

-4-

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

-5-

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

-6-

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

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

The foregoing Ordinance received its first reading on _____ and a second reading on _____. Upon second reading a motion for passage of the Ordinance was made by Councilmember _____, second by Councilmember _____

_____ and upon the question the vote is _____
ayes, _____ nays and the Ordinance is adopted.

CITY OF DALTON, GEORGIA

MAYOR

Attest:

CITY CLERK

A true copy of the foregoing Ordinance has been published in two public places within the City of Dalton for five (5) consecutive days following passage of the above-referenced Ordinance as of the ____ day of _____, 20__.

CITY CLERK
CITY OF DALTON

**DALTON-VARNELL-WHITFIELD COUNTY PLANNING COMMISSION
503 WEST WAUGH STREET
DALTON, GA 30720**

MEMORANDUM

TO: City of Dalton Mayor and Council
Andrew Parker
Terry Miller
Jacob Bearden

FROM: Jim Lidderdale
Chairman

DATE: August 31, 2023

SUBJECT: The request of David Armstrong to rezone two adjacent tracts of land. The first tract is a request to rezone from Low Density Single Family Residential (R-2) to High Density Residential (R-7) a tract of land totaling 1.90 acres located at intersection of Mack Street and Walston Avenue, Dalton, Georgia. Parcel (12-197-01-038). The second tract is to rezone from Transitional Residential (R-6) Cond to High Density Residential (R-7) a tract of land totaling 1.84 acres located on Walston Avenue, Dalton, Georgia. Parcel (12-197-01-035)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on August 28, 2023 at 6:00 p.m. at the Whitfield County Courthouse meeting room. A portion of the agenda included a public hearing concerning the above matter. A quorum of five members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by David Armstrong.

Public Hearing Summary:

Mr. Calhoun summarized the staff analysis which recommended approval of the requested R-7 rezoning. Calhoun drew attention to the existing condition on the subject property that restricts all access to Walston St, and Calhoun stated that the existing condition must be made a part of the motion if the R-7 rezoning is recommended to be approved. There were no further questions for Calhoun.

David Armstrong confirmed the details noted in the staff analysis regarding future development plans. Chairman Lidderdale confirmed with Armstrong that he would have no issue with the condition limiting access to Walston St.

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-7 rezoning. **Octavio Perez then then made a motion to recommend approval of the R-7 rezoning including the condition limiting access to Walston St. Jody McClurg then seconded the motion and a unanimous recommendation to approve the R-7 rezoning and condition followed, 4-0.**

STAFF ANALYSIS
REZONING REQUEST
Unified Zoning Ordinance

ZONING CASE: David Armstrong is seeking to rezone from Low-Density Single-Family Residential (R-2) and Transitional Residential (R-6) to High-Density Residential (R-7) a tract of land (parcel 12-197-01-038) containing a total of 1.9-acres located at the corner of Waugh St. and Walston Ave. The tract is currently undeveloped with the exception of a small tennis court. The rezoning request to R-7 is sought to for the petitioner to develop the subject property with an apartment complex containing 54-60 dwelling units.

The surrounding uses and zoning are as follows: 1) to the north, are four lots of lesser area than the subject property that are all zoned R-2 of which one tract contains single-family detached dwelling; 2) to the east, is a large tract across Walston Ave zoned R-7 that contains a large apartment complex. ; 3) to the south, across Waugh St. are two adjacent undeveloped tracts of land zoned R-2; 4) To the west, is an undeveloped tract of land zoned R-2. A review of the zoning map and existing development indicates that this area is a convergence of the R-3, C-2, and C-1 zone districts.

The subject property is within the jurisdiction of the City of Dalton Mayor and Council.

CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS

(A) Whether the proposed amendment would allow a use that is generally suitable for the site compared to other possible uses and whether the proposed change is consistent with the established land use pattern and zoning of adjacent and nearby properties.

The subject property is partially zoned for certain types of multi-family development as well as being adjacent to an established apartment complex. This area has been home to several multi-family developments through the years. The subject property is one of the most appropriate locations for new multi-family development in this area. It is not likely to expect single-family detached development interest on the subject property based on the existing amount of multi-family development already established in the immediate vicinity.

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

As stated previously, the subject property is located in an area where multi-family developments have existed in various forms for several decades without appearing to have had any negative impact to the property values in this area. It is worth noting that several of the adjacent R-2 zoned properties are unlikely to be developed for the foreseeable future due to a lack of safe road access. These adjacent R-2 properties along Waugh St. can help to serve as a buffer between the subject property and other existing R-2 zoned properties. The subject property would also be required to provide for a 15' buffer along the northern and western boundaries as well. The required buffer could consist of the existing mature vegetation on the subject property.

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

There is no reason the subject property could not be developed as it is currently zoned, but the proposed R-7 rezoning would allow for a reasonable use for the subject property based on the established character of the area.

(D) Whether there is relative gain to the health, safety, morals, or general welfare of the public as compared to any hardship imposed upon the individual owner under the existing zoning.

N/A

(E) Whether the proposed (R-7) amendment, if adopted or approved, would result in a use which would or could cause 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 limiting factor of the subject property's size prevent any type of development that would burden public infrastructure or utilities. While the proposed R-7 rezoning would increase the potential unit/acre density of the subject property, the proposed density is not unlike that which has already been established throughout this area. One point to note is the fact that there was a condition placed on the subject property upon approval of the previous R-6 rezoning. The current condition, affecting the majority of the subject property, is that no street access be permitted to Waugh St. All ingress/egress must be limited to Walston Ave. in order to mitigate vehicle conflicts in the sloped curve of Waugh St. at this location.

(F) Whether the property sought to be rezoned (or annexed) is in conformity with the policy and intent of the adopted joint comprehensive plan or equivalent. If not, has the plan already been amended, officially or unofficially, by the development of uses which are contrary to the plan recommendation, and if the plan has been amended, does this rezoning or annexation request allow uses which are compatible to the existing uses in the vicinity.

The comprehensive plan's future development map shows this property to be within the Suburban character area. This character area is intended to guide suburban-type residential development in areas that have already been largely developed. Most development in the Suburban character area is that of infill or redevelopment. The subject property would be classified as in fill development, and the proposed rezoning would be reflective of several adjacent and nearby properties throughout this area.

(G) Whether there are any other conditions or transitional patterns affecting the use and development of the property to be rezoned or annexed, which give grounds for approval or disapproval of the proposed zoning proposal. Whether the proposed zoning change constitutes an "entering wedge" and is a deterrent to the use, improvement, or development of adjacent property within the surrounding zone districts or would create an isolated, unrelated district (spot zone) as interpreted by current Georgia law.

(H) Whether the subject property, as currently zoned, is vacant and undeveloped for a long period of time, considered in the context of land development in the vicinity or whether there are environmental or cultural factors, like steep slopes, flood plain, storm water, or historical issues that influence the development of the subject property under any zoning designation.

N/A

CONCLUSION:

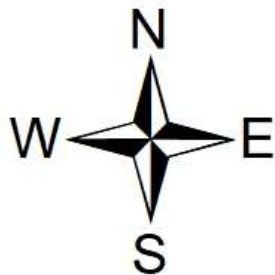
The staff can provide a recommendation to approve the requested R-7 rezoning of the subject property based on the following factors:

1. The requested R-7 rezoning would allow for a zone district and land use that is appropriate given the adjacent multi-family development already established throughout this area.
2. Adverse economic impact in regard to the nearby or adjacent properties is not expected if the request is approved based on the existing pattern of development throughout this area as well as the required buffers affecting the subject property's northern and western boundaries.
3. The requested R-7 zone district is an appropriate zone district for this location based on the Suburban character area in the comprehensive plan's future development map along with the established pattern of development throughout this area.

Armstrong Rezoning Request

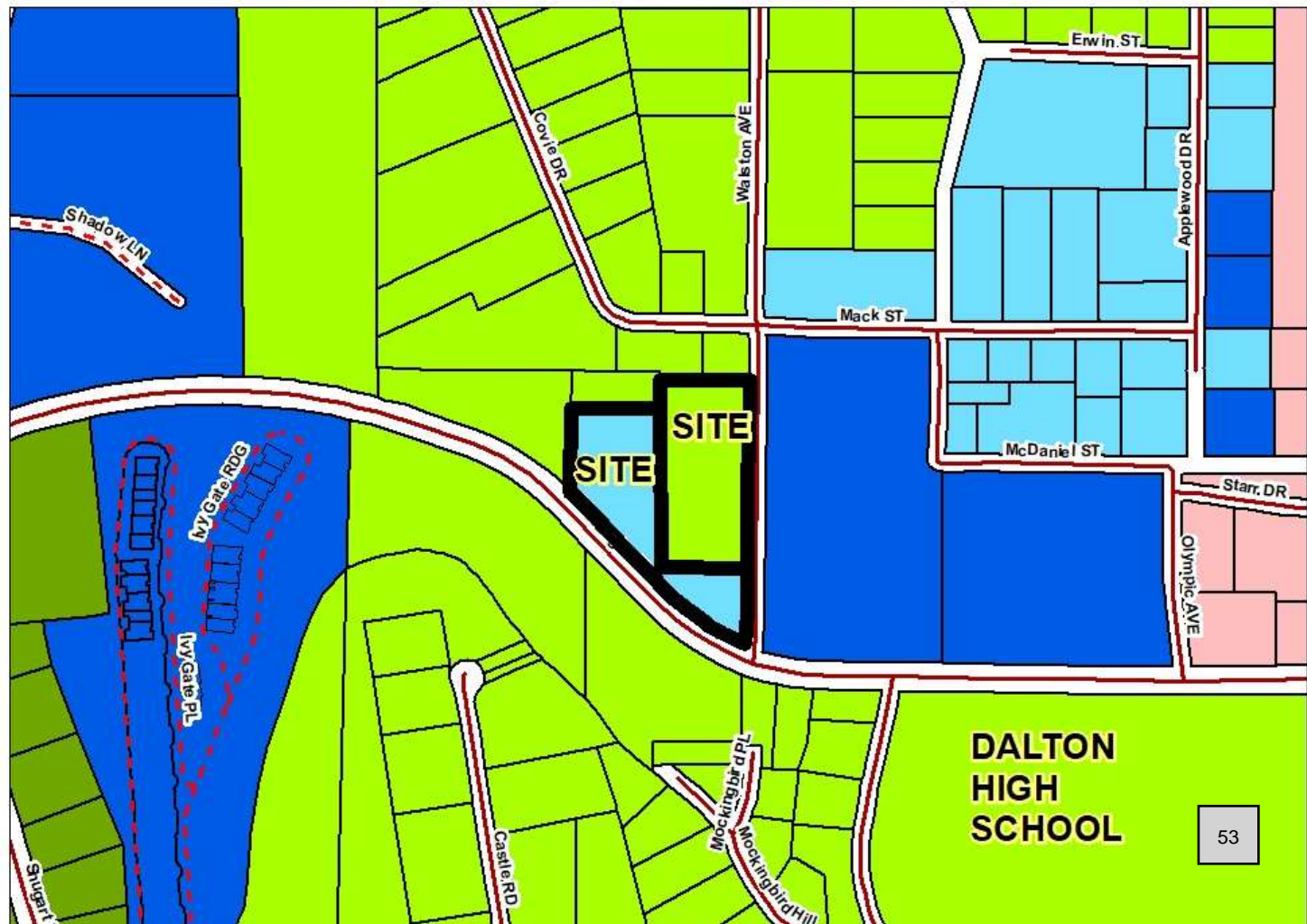
R-6 COND, Transitional Residential R-2, Low Density Single Family Residential to R-7, High Density Residential

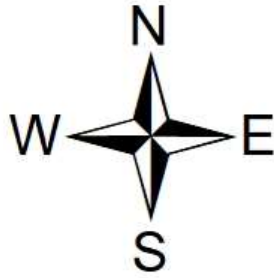
CITY OF DALTON JURISDICTION



ZONING DISTRICT	
	Low Density Single Family Residential (R-2)
	Medium Density Single Family Residential (R-3)
	Transitional Residential (R-6) Cond
	Transitional Residential (R-6)
	High Density Residential (R-7)
	Neighborhood Commercial (C-1)

FEET
400






Armstrong Rezoning Request

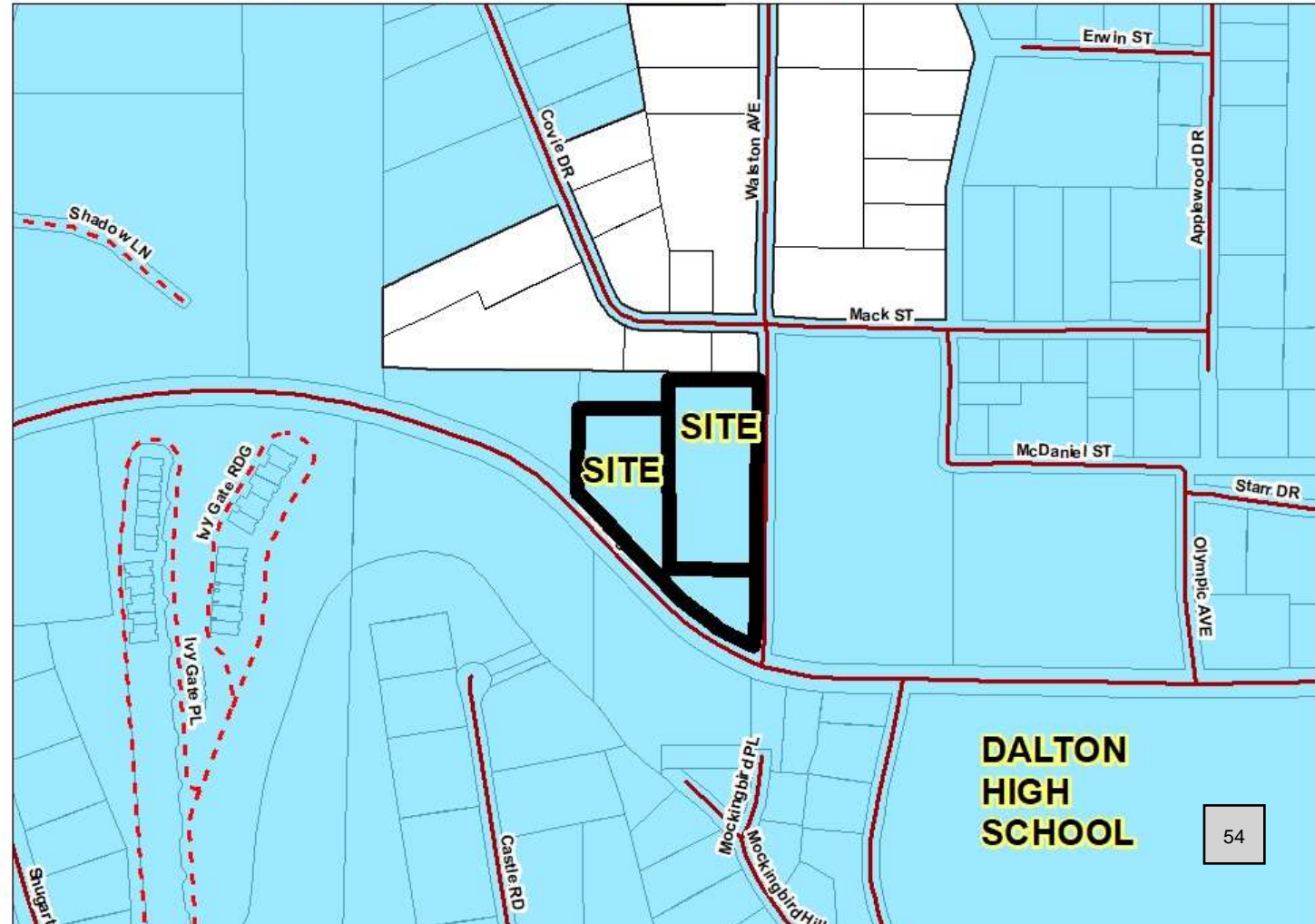
R-6 COND, Transitional Residential R-2, Low Density Single Family Residential to R-7, High Density Residential

CITY OF DALTON JURISDICTION

DALTON CITY LIMITS

 Town_Boundaries

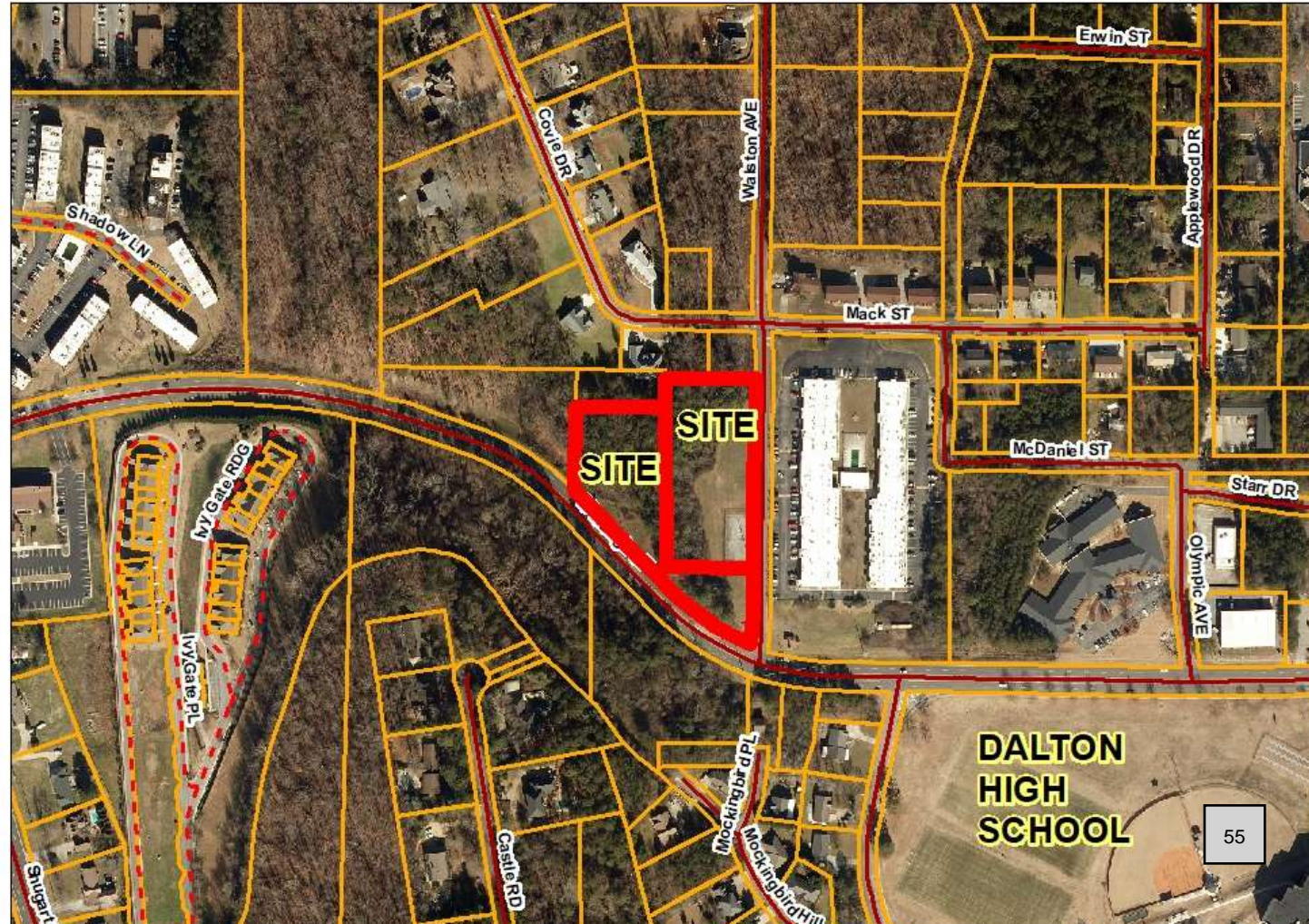
FEET
400



**Armstrong Rezoning Request
R-6 COND, Transitional Residential
R-2, Low Density Single Family Residential
to
R-7, High Density Residential
CITY OF DALTON JURISDICTION**



**FEET
400**



**Armstrong Rezoning Request
R-6 COND, Transitional Residential
R-2, Low Density Single Family Residential
to
R-7, High Density Residential
CITY OF DALTON JURISDICTION**



**FEET
200**

A solid black horizontal bar representing a scale of 200 feet.

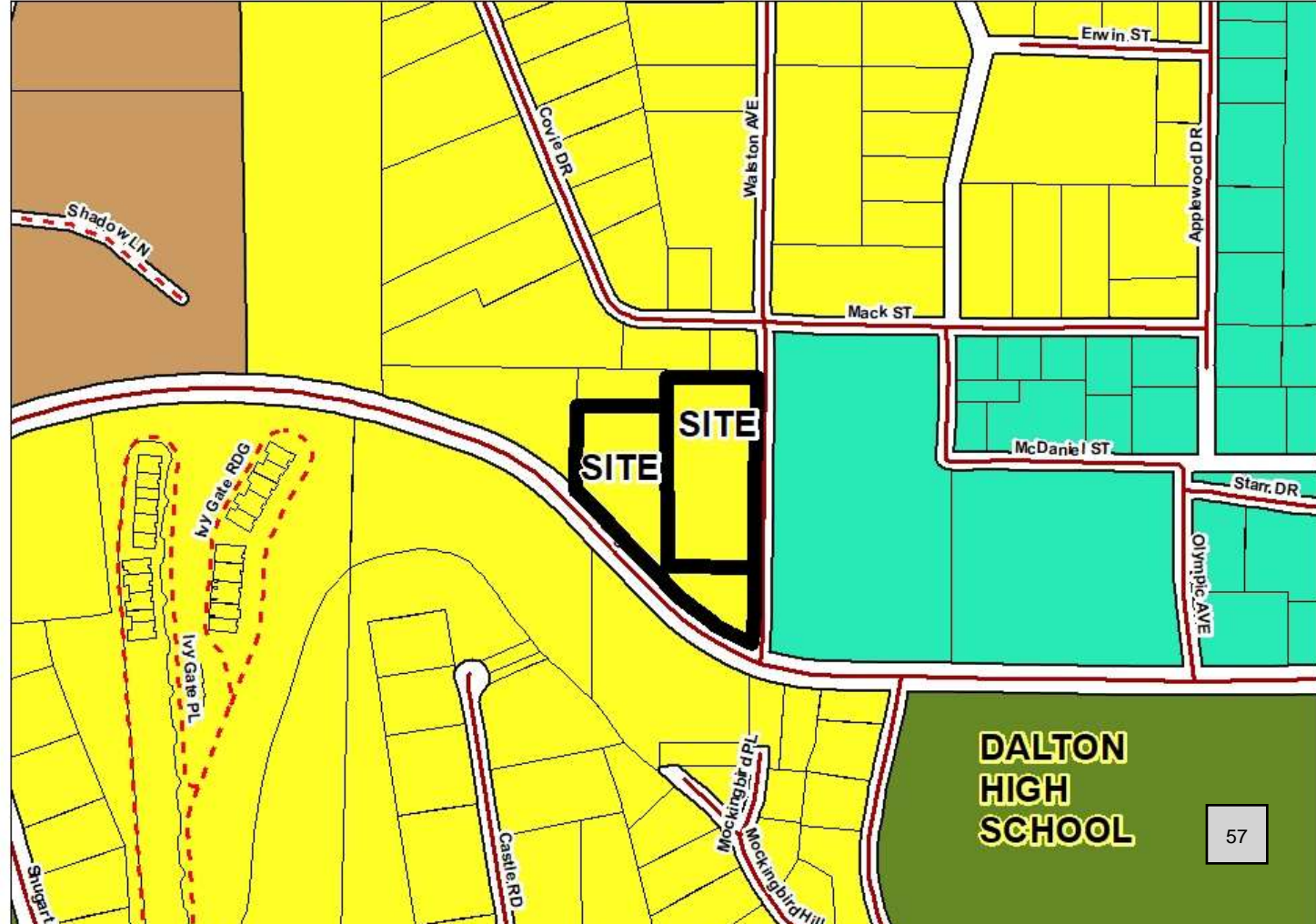
Armstrong Rezoning Request R-6 COND, Transitional Residential R-2, Low Density Single Family Residential to R-7, High Density Residential CITY OF DALTON JURISDICTION



FUTURE DEVELOPMENT MAP

-  Medical District
-  Preserve
-  Regional Activity Center
-  Suburban Neighborhood

FEET
400





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 9/5/23
Agenda Item: Demolition Agreement for 915 Market Street
Department: Code Compliance
Requested By: Andrew Parker
Reviewed/Approved by City Attorney? Yes

Cost:

Funding Source if Not in Budget

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

Demolition Agreement and Easement for abandoned and dilapidated signage located at 915 Market Street.

Return To:
Terry L. Miller
Mitchell & Mitchell, P. C.
108 S. Thornton Ave.
P. O. Box 668
Dalton, GA 30722-0668

Cross Index: Deed Book 05602, Page 0023-0025

Georgia, Whitfield County

DEMOLITION AGREEMENT AND EASEMENT

THIS AGREEMENT, made and entered, by and between the City of Dalton (“City”), a Georgia municipal corporation, and Pierce, Mary Ann as Trustee (“Owner”), witness the following:

RECITALS

The City claims that the sign structure (shown by photo in Exhibit “B”), referred to herein as “the Sign” located at 915 Market St. Dalton, Georgia, with the following legal description:

[SEE EXHIBIT “A” ATTACHED]

Tax Parcel I. D. # 12-261-01-009

is abandoned and/or dilapidated (hereafter “the Property”), which amounts to a violation of the City’s ordinances. The City contacted Owner of the Sign and has demanded that the Owner remove the Sign instanter because it is in violation of City Ordinances. The City claims that removal of the Sign is for the betterment of the

public's health, safety, and welfare. The Owner is unable to remove Sign expediently. As a result, the parties have entered into negotiations to resolve their dispute.

Now, therefore, the parties hereto agree as follows:

1. Offer & Acceptance. The City offers the consideration listed in item 2. below, in exchange for the consideration listed in items 3. and 4. below from Owner, to settle the above-cited claims. Owner accepts said offer.

2. Consideration by City. The City, its agents and representatives agree to do the following:

(a) To remove the Sign by crane from the Property and to dispose of the salvage remains without requirement of Owner to take further action to dispose of the salvage. Such removal shall occur as soon as possible, but no later than ninety (90) days following the execution of this Agreement.

(b) To leave the Property without the Sign after the removal has occurred in as good condition as it existed on the date of the Agreement and to perform its removal work in a workmanlike manner for which Owner shall have no liability to any third person.

(c) To remove any trees or shrubs that the City determines must be removed to complete the demolition, in the sole discretion of City staff.

(d) Within sixty (60) days after the work contemplated by this Agreement is completed, to provide the Owner with an invoice identifying the costs for: i) title search (\$300.00) if any and ii) cost for crane equipment and operator to remove the Sign. Invoice will be sent to Owner at this address: P.O. Box 3633 Cleveland TN, 37320.

Consideration by Owner. Owner, his agents and representatives agree to the following:

(a) Owner shall remove all personal property from the Property at least twenty four (24) hours prior to when the Sign removal is scheduled to occur as the

City may reasonably require to perform the work safely. Owner agrees that the Sign or its salvage remains shall be considered abandoned and thereby transferred to the City which shall have the right and sole discretion to dispose of it as it sees fit.

(b) Owner specifically agrees that it will not interfere with the removal of the Sign or debris in any manner.

(c) Owner shall permit all trees and shrubs located on the Property that may impede removal of the Sign to be removed at the City's discretion without any interference.

(d) Owner shall receive the City's invoice referenced in paragraph 2(d) of this Agreement and shall pay same upon receipt but not later than thirty (30) days thereafter.

(e) Owner waives all objections to any special assessment upon the Property of the amount identified in the invoice, and if Owner fails to pay same, any lien filed against the Property in conjunction therewith.

(f) By his signature on this Agreement, Owner hereby grants the City authority to act on its behalf to disconnect all utilities to the Sign at the point of origin or mains.

(g) Owner represents to the City that any and all insurance policies covering the Sign have been cancelled and are, therefore, no longer in force and effect.

(h) The Owner, his agents and representatives release the City, its agents and assigns from all claims, demands, suits, judgments, and/or causes of action of any kind arising out of the City's actions taken pursuant to this Agreement. The Owner shall indemnify and hold the City harmless of and from any and all claims, suits, actions or judgments, including all expenses, attorneys' fees, witnesses fees, cost of defending any such action or claim, or appeals, arising out of the City's actions taken pursuant to this Agreement.

4. Easement. The Owner hereby grants the City and its contractors full easement and right of entry to accomplish the purposes set forth in Section 2 (a) hereof but limited temporarily to such time as necessary for completion of such work set forth in paragraph 2 of this Agreement.

5. Additional Promises. The parties agree that no promise or inducement has been offered except as herein set forth. The parties voluntarily enter into this Agreement.

6. Integration. The parties agree that this Agreement contains the entire understandings between and among the parties, both written and oral, and supersedes any prior understandings and agreements among them, both written and oral, respecting the subject matter of this Agreement.

7. Modification. This Agreement shall not be modified, amended or supplemented without an authorized, written agreement between the parties.

8. Successors & Assigns. This Agreement shall be binding upon the heirs, executors, administrators, successors, representatives, and assigns of the parties.

9. Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

10. Severability. If any portion of this Agreement is found to be unenforceable for any reason, then the remainder shall remain in full force and effect.

11. Counterparts; Headings. This Agreement may be executed in two or more counterparts, each of which when executed shall be deemed to be an original and when taken together shall constitute one and the same agreement. The headings contained in this Agreement are for reference only and shall not affect in any way the meaning or interpretation of this Agreement.

In Witness Whereof, the parties have executed the above and foregoing document.

Dated August 31, 20 23.

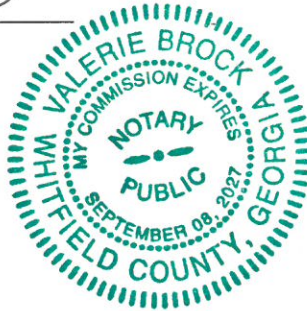
Gene S. Officer
By:

Dated August 31 20 23.
City of Dalton

By:
Its:

Dewalt
Unofficial Witness

Valerie Brock
Notary Public
My commission expires:



General Durable Power of Attorney of Mary Ann Pierce

I, Mary Ann Pierce of Whitfield County, Georgia, am creating a Durable Power of Attorney under the laws of the State of Georgia. I revoke all Powers of Attorney previously granted by me as Principal and terminate all agency relationships created by me except:

- powers granted by me under any Advance Health Care Directive;
- powers granted by me on forms provided by financial institutions granting the right to write checks on, deposit funds to, and withdraw funds from accounts to which I am a signatory; and
- powers granting access to a safe-deposit box.

Article One Appointment of Attorney in Fact

Section 1.01 Initial Attorney in Fact

I appoint Gene Franklin Officer to serve as my Attorney in Fact.

Section 1.02 Prior or Joint Attorney in Fact Unable to Act

A successor Attorney in Fact or an Attorney in Fact serving jointly with another Attorney in Fact may establish that the acting Attorney in Fact or joint Attorney in Fact is no longer able to serve as Attorney in Fact by signing an affidavit that states that the Attorney in Fact is not available or is incapable of acting. The affidavit may be supported by a death certificate of the Attorney in Fact, a certificate showing that a guardian or conservator has been appointed for the Attorney in Fact, a physician's letter stating that the Attorney in Fact is incapable of managing his or her own affairs, or a letter from the Attorney in Fact stating his or her unwillingness to act or delegating his or her power to the successor Attorney in Fact.

Article Two Effectiveness of Appointment - Durability Provision

Section 2.01 Effectiveness

The authority granted to my Attorney in Fact under this power of attorney will be effective immediately upon signing.

Section 2.02 Durability

The authority granted to my Attorney in Fact under this power of attorney will not be affected by my subsequent disability, incompetency, incapacity, or lapse of time.

Section 2.03 Term of Durable Power of Attorney

This Durable Power of Attorney expires at the earliest of:

- my death (except for post-death matters allowed under Georgia law); or
- my revocation of this power of attorney.

Dated: November 3, 2020

Gene Franklin Officer
Gene Franklin Officer, Principal

STATE OF GEORGIA)
) SS.
COUNTY OF WHITFIELD)

Personally appeared before me, Gene Franklin Officer, as Principal, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this day, November 3, 2020.



[Signature]

Notary Public

08/31/23
Lena Miller

Carpet Express
AMERICA'S FLOOR STORE

STAINMASTER
CARPET
Always stylish. Always beautiful.

MANNINGTON
The look you love. For the life you lead.

2023/06/07 10:58

theperfectrug
www.theperfectrug.com

CITY OF DALTON
 P.O. BOX 1205
 DALTON, GEORGIA 30722
 PHONE: 706-278-9500
code@daltonga.gov
www.daltonga.gov



CODE COMPLIANCE

Date: 06/07/2023

PIERCE MARY ANN AS TRUSTEE
 P O Box 3633
 CLEVELAND, TN 37320

Reference Address: 915 Market St, Dalton, GA, 30720
 Parcel #: 12-261-01-009

NOTICE OF VIOLATION

Owner and/or Occupant,

On or about 06/07/2023, 2022 at approximately 12:22:11 the property located at 915 Market St, Dalton, GA, 30720 was inspected due to visible violations observed by a Code Compliance Inspector from the public roadway. Upon inspection of the above referenced property it was determined the property is not within compliance of the International Property Maintenance Code (City of Dalton Code of Ordinances Code Section 22-3 and 22-96).

The following issues are in non-compliance and should be addressed immediately. The owner and/or occupant has 30 working days from the date of this letter to come within, or have scheduled to come within, compliance.

Municipal Code: Signs; Abandoned Article VI 6.3

Description: Nonconforming signs which have been abandoned, shall be removed in their entirety by the record owner of the building or the person who obtained the sign license, whichever owns the sign or portion thereof, within 90 days after the business using the sign closes or ceases to operate on the premises where the sign is located.

Resolution: Remove sign within 90 days of business closure or ceasing operations on premises or 30 days after notice.

Additional Notes:

This notice is Not a Court Summons and No Civil fines are applicable at this time. By signing below you are Only acknowledging receipt of this letter.

Received By: _____ Date: 06/07/2023 Time: 12:22:11

Code Compliance Inspector: Dan Lewallen

Your immediate attention to the above matter is greatly appreciated. Failure to correct the stated violations could result in a court summons and civil penalties.

Please direct all inquiries regarding this matter to the below listed Inspector.

Dan Lewallen

City Of Dalton
Code Compliance Inspector
300 W Waugh Street
PO Box 1205
Dalton, Georgia 30722
(706)529-8769

Photo	Details
	<p>Title: Abandoned Sign</p> <p>Date: Jun 07, 2023 12:20</p> <p>Uploaded by: Dan Lewallen</p>
	<p>Title: Door Sign.</p> <p>Date: Jun 07, 2023 12:20</p> <p>Uploaded by: Dan Lewallen</p>



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 9/5/23
Agenda Item: Appointment to Design Review Board
Department: Administration
Requested By: Andrew Parker
Reviewed/Approved by City Attorney? No

Cost:

Funding Source if Not in Budget

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

Appointment of Todd Pangle to the Walnut Avenue Gateway Corridor Design Review Board to replace Andrew Parker.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 9/5/2023

Agenda Item: Design-Build Contract - Valley Drive Channel Stabilization Project

Department: Public Works

Requested By: Chad Townsend

Reviewed/Approved by City Attorney? Yes

Cost: \$589,479.02

Funding Source if Not in Budget Bonded Capital Projects

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

This request is for the execution of a Design-Build contract with Armourco, Inc. for the Valley Drive Channel Stabilization project. Total contract cost for the Design-Build services is \$589,479.02. This is part of the multi-phase North Walnut Drainage Improvement Project and comes with a positive recommendation by Public Works Committee and has been reviewed by the City Attorney.

CITY OF DALTON, GEORGIA



CONTRACT DOCUMENTS

For

PROJECT:

**VALLEY DRIVE CHANNEL STABILIZATION PROJECT REQUEST
FOR PROPOSALS**

CITY OF DALTON PUBLIC WORKS DEPARTMENT

PO BOX 1205

DALTON, GEORGIA 30722

TABLE OF CONTENTS

	<u>PAGE</u>
<u>SECTION 1.0 – OVERVIEW AND GENERAL INFORMATION</u>	1
OVERVIEW	1
PROJECT DESCRIPTION	1
SCHEDULE	2
MANDATORY PRE-PROPOSAL SITE VISIT	2
SUBMISSION INFORMATION	3
QUESTIONS AND ADDENDA	3
Bid Security	5
INDEMNIFICATION	5
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE	5
<u>SECTION 2.0 – PROJECT SPECIFICATIONS</u>	6
<u>SECTION 3.0 – SUBMITTAL REQUIREMENTS/FORMAT</u>	7
<u>SECTION 4.0 – MIN. CRITERIA FOR RFPS</u>	8
<u>SECTION 5.0 – CONTRACT SPECIAL CONDITIONS</u>	9
<u>SECTION 6.0 – SUBCONTRACTING</u>	9
<u>SECTION 7.0 – SAFETY MEASURES</u>	9
<u>SECTION 8.0 – INSURANCE REQUIREMENTS</u>	9
<u>SECTION 9.0 – METHOD OF SELECTION</u>	11
<u>ATTACHMENT A – TECHNICAL SPECIFICATIONS</u>	12
EXHIBIT 1 VALLEY DRIVE CHANNEL STABILIZATION LOCATION MAP	13
OTHER RELATED TECHNICAL DOCUMENTS INCLUDING LAB ANALYSIS AND SITE PHOTOGRAPHS	
<u>ATTACHMENT B – BID BOND FORM</u>	14
<u>ATTACHMENT C – SAMPLE EVALUTATION FORM</u>	17
<u>ATTACHMENT D – CITY OF DALTON SERVICE VENDOR PACKET</u>	19



REQUEST FOR PROPOSALS (RFP)

1.0 OVERVIEW AND GENERAL INFORMATION

Overview

The City of Dalton has a Request for Proposals (RFP) to obtain Proposals from Design-Build firms to provide design and construction services for a channel stabilization project on an unnamed tributary of Tar Creek for the City of Dalton Public Works. This project will employ the design-build procurement process to encourage a creative, problem-solving approach through interactive efforts of an experienced, highly motivated Design-Build Team. The design-build process will foster a cooperative owner-designer-contractor effort to identify potential value enhancement concepts throughout the design and construction process.

Project Description

The Valley Drive Channel is an unnamed perennial tributary that is part of Tar Creek in an area known as the Walnut North Drainage Basin. The existing channel flows south under W Walnut Ave. Exhibit 1 illustrates the location of the proposed project site. The existing channel is approximately 300 linear feet and varies in width. The project limits of the channel from South to North begins at the culvert crossing on Walnut Avenue running parallel with the eastern property line of the 502 West Walnut Avenue parcel, and ends at a deteriorated brick headwall located between the properties of 705 & 707 Valley Drive. The channel is experiencing a high amount of erosion on the streambanks creating issues for the adjacent homeowners. The primary objective of this stream restoration is to create a stable channel by maximizing the stream's resiliency to erosion, restore natural stream features and habitat for aquatic life and riparian vegetation, and reduce the risk of flooding to the downstream community. Property owners adjacent to the stream channel have complained of loss of their yards due to erosion. The project should seek to minimize additional loss of property due to the proposed project. The project should also include restoration of approximately 3ft of property along the channel bank to the original top of bank at 707 Valley Drive. Property owner acceptance of the project approach will be a factor in the implementation of the project.

The Design-Build firm shall prepare construction drawings, specifications, permit applications and supporting documentation to obtain all necessary permits and coordination with regulatory agencies and utility companies. Development of construction plans shall include but not be limited to all engineering, surveying, geotechnical investigations, ecological investigations, hydrologic modeling and any other associated design requirements to develop design drawings, reports, and specifications necessary to construct the project. Permitting shall include but not limited to local permitting for Land Disturbance Permits, State Stream Buffer Variances, FEMA floodplain permits, US Army Corps of Engineers permits, Georgia

Department of Transportation encroachment permits, etc.

Selected stream bank stabilization methods and erosion matting selection shall be based upon the results of stream flow analysis calculations. The City has recently completed modeling of the City’s watersheds and can provide a HEC-HMS model of the applicable watershed for use by the contractor including GIS files used in development of the model. However, the contractor shall be responsible for verifying the appropriateness of the model / data and shall assume all liability if used.

All easements have been procured with the exception of eastern limits of construction. Easement for eastern property to be granted following delivery of construction drawings - per grantor request.

It is desired to deliver a completed project within three hundred sixty five consecutive calendar days of issuance of a Notice to Proceed by the City. However, the contractor will be responsible for submitting and maintaining the schedule as necessary.

Contractors are advised that they are not authorized to take advantage of the City’s tax exempt status and consequently contractors should consider all applicable taxes in calculating their proposals.

Schedule

Date and Time	Event
May 22, 2023 AT 9:00 AM	Mandatory Pre-Proposal Meeting and Site Visit
June 2, 2023 at 4:00 PM	1st Round Questions Deadline
June 9, 2023	Amendment Issued for 1st Round Questions
June 16, 2023 @ 9:00 AM	Optional Second Field Meeting (Request must be made by 9:00 AM June 14, 2023)
June 16, 2023 @ 5:00 PM	2nd Round Questions Deadline
June 23 rd , 2023	Amendment Issued for 2nd Round Questions
July 6 th , 2023 by 2:00 PM	RFPs Due & Proposal Opening

Mandatory Pre-Proposal Meeting and Site Visit

All proposers are required to attend the mandatory pre-proposal site visit to conduct an inspection prior to submitting a proposal. This will be held at immediately following the mandatory pre-proposal meeting which starts at **9:00 AM on Monday, May 22nd, 2023.**



2.0 Project Specifications

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. Contractors interested in obtaining a Contract with the City of Dalton for providing channel stabilization design and construction services shall prepare a written proposal to include, but not be limited to, the following terms and conditions:

Proposal

Item	Description	Cost Amount
1	Owner Coordination	\$28,512.00
2	Adjacent Property Owner Coordination	\$3,888.00
3	Permitting	\$140,643.98
4	Construction	\$406,391.04
5	Final Acceptance	\$10,044.00
Total Cost		\$589,479.02

Line Item: 1

Name: Owner Coordination

Payment: Payment will constitute full compensation for all costs for weekly phone meetings and bi-weekly in person meetings with the owner and owner representatives.

Line Item: 2

Name: Adjacent Property Owner Coordination

Payment: Payment will constitute full compensation for all costs associated with one meeting with the adjacent property owners for the proposed stream stabilization design. This item shall also include other ancillary coordination as necessary.

Line Item: 3

Name: Permitting

Payment: Payment will constitute full compensation for all costs for development of construction plans and associated permitting for completion of the project. Development of construction plans shall include but not be limited to all costs associated with engineering, surveying, geotechnical investigations, ecological investigations, hydrologic modeling, and any other costs associated with the development of drawings, reports, and specifications necessary to construct the project. Permitting shall include all costs associated with securing necessary permits to construct the project. Permitting shall include but not limited to local permitting for Land Disturbance Permits, State Stream Buffer Variances, FEMA floodplain permits, US Army Corps of Engineers permits, Georgia Department of

The mandatory pre-RFP meeting will take place in the Public Works large conference room at 535 North Elm Street Dalton, Georgia 30720. The official plan holders list will encompass only the contacts provided within the sign-in sheet of the mandatory pre-RFP meeting. The plan holder's list will be provided within the first amendment published on June 9th, 2023. A physical walkthrough of the stream restoration site will be conducted as a group. Access off right-of-way of the project limits will be available to view during the group walkthrough immediately following the mandatory pre-proposal meeting on May 22nd, 2023, and on June 16th at 9:00 AM for the optional second field meeting. All attendees of the second site visit must request participation in writing to the Public Works Project Manager by 9:00 AM on June 14th. All remaining questions following the 1st issued amendment must be submitted in writing by June 16th, 2023 at 5:00 PM. If questions are submitted, the final amendment will be published on June 23rd, 2023. A notification will be provided via email to contacts listed on the plan holder's list for any updates to project documents on the City's website.

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 July 6th, 2023 at 2:00 PM.** The envelope containing the proposals must be sealed and designated as the proposal for the project entitled:

SEALED PROPOSAL DO NOT OPEN:
VALLEY DRIVE CHANNEL STABILIZATION PROJECT

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. 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 **question's deadline of 4:00 PM on June 2nd, 2023.** Questions must be directed to:

T. 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.

Proposals 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.

Bid Security

Each bid must be accompanied by a certified check or bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of five (5)% of the bid. Such certified checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining certified checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contracts, or, if no award has been made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid. **Attachment B** is the Bid Bond form that is to be filled out, executed and submitted with the proposal.

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 AFFIDAVIT AT THE TIME OF THE OPENING.**

Transportation encroachment permits, etc. Costs associated with permitting including studies, application fees, and other ancillary costs shall be included in the bid amount. Mitigation costs, if required, shall be included in the bid amount.

Line Item: 4

Name: Construction

Payment: Payment will constitute full compensation for all costs for construction of the project. Compensation shall include but not limited to all labor, equipment, transportation, tools, dewatering, excavation, removal and disposal of excavated material not to be used on site, grading, materials, landscaping, fences, erosion and sediment control BMPs and appurtenances as required for completion of the project. The Contractor shall not work at risk in any areas requiring permits prior to issuance of the permits.

Line Item: 5

Name: Final Acceptance

Payment: Payment will constitute full compensation for all costs for one final in-person owner closeout meeting. The Design-Build firm shall provide sign and sealed as-built drawings at the completion of construction.

3.0 Submittal Requirements/Format

Format: The Parties interested in acquiring this Contract with The City of Dalton shall submit a proposal package to meet the requirements below:

- A. Per Section 2.0 of RFP - The proposal shall set forth lump sum costs for completion of the Project.
- B. Concept drawing showing proposed methods for construction of the project.
- C. Description of the proposed methods for the construction of the project.
- D. Description of the Project Team include Key Team Leaders and their roles in the project.
- E. Qualifications of the Firm / Contractor.
- F. Proposed project schedule if awarded the project.
- G. Description of 5 similar projects completed with client / owner reference contact information by the Contractor within the past 5 years. If the Contractor will bid the project

with subcontractors to address elements of the project that include design and permitting, also include descriptions of 5 similar projects completed by the subcontractor(s) within the past 5 years.

- H. List any citations against your firm or members of your firm from the U.S. or Georgia Environmental Protection Divisions within the last ten (10) years. Explain the details and how these issues were resolved.
- I. Background information on your company, including the closest office location, as well as any financial ratings if available.
- J. 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.
- K. Completion of City Vendor Packet for "services" included as **Attachment D** in this RFP, and can also be accessed via the link below at:
https://www.daltonga.gov/sites/default/files/fileattachments/finance/page/2971/vendor_packet_-_services_exhibit_a_2020.pdf

4.0 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 3.0 and with those criteria's outlined below. **Attachment C** is a blank copy of the RFQ Evaluation Scoresheet that will be used to evaluate the proposals.

- A. Demonstration of Project Understanding – 10 points
- B. Schedule of Project and Overall Completion Timeline Proposed – 30 points
- C. References for Similar Scope and Size Projects – 10 points
- D. Qualifications of the Firm – 10 points
- E. Proposal Price – 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.

5.0 Contract Special Conditions

The winning Contractor shall provide Payment & Performance Bond (Pre-Construction) in an amount equal to 100% of Pre-Construction Proposal (Bid Items 1 through 3). Such bond shall be issued by a surety approved by the City.

The winning Contractor shall provide Payment & Performance Bond (Construction) in an amount equal to 100% of Construction Proposal (Bid Items 4 through 5). Such bond shall be issued by a surety approved by the City. Contractor shall provide Construction Payment & Performance Bond at least 30-days prior to start of construction operations. No construction operations will be permitted if Bonds are not provided.

The winning Contractor shall provide a certificate of insurance showing that erosion damage from design and construction of a project will be covered.

The winning Contractor shall be an approved vendor with the City and, through out the project, maintain compliance with the terms of the vendor packet attached as Exhibit D.

6.0 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.

7.0 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.

8.0 Insurance Requirements

Insurance Requirements: Contractor shall procure and maintain for the duration of the

contract, 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
Products/Completed Ops. Aggregate Limit	\$2,000,000
Automobile Liability	
Combined Single Limit	\$1,000,000
Contractor's Pollution Liability (with 1 year extended reporting period)	
Each Occurrence	\$3,000,000

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

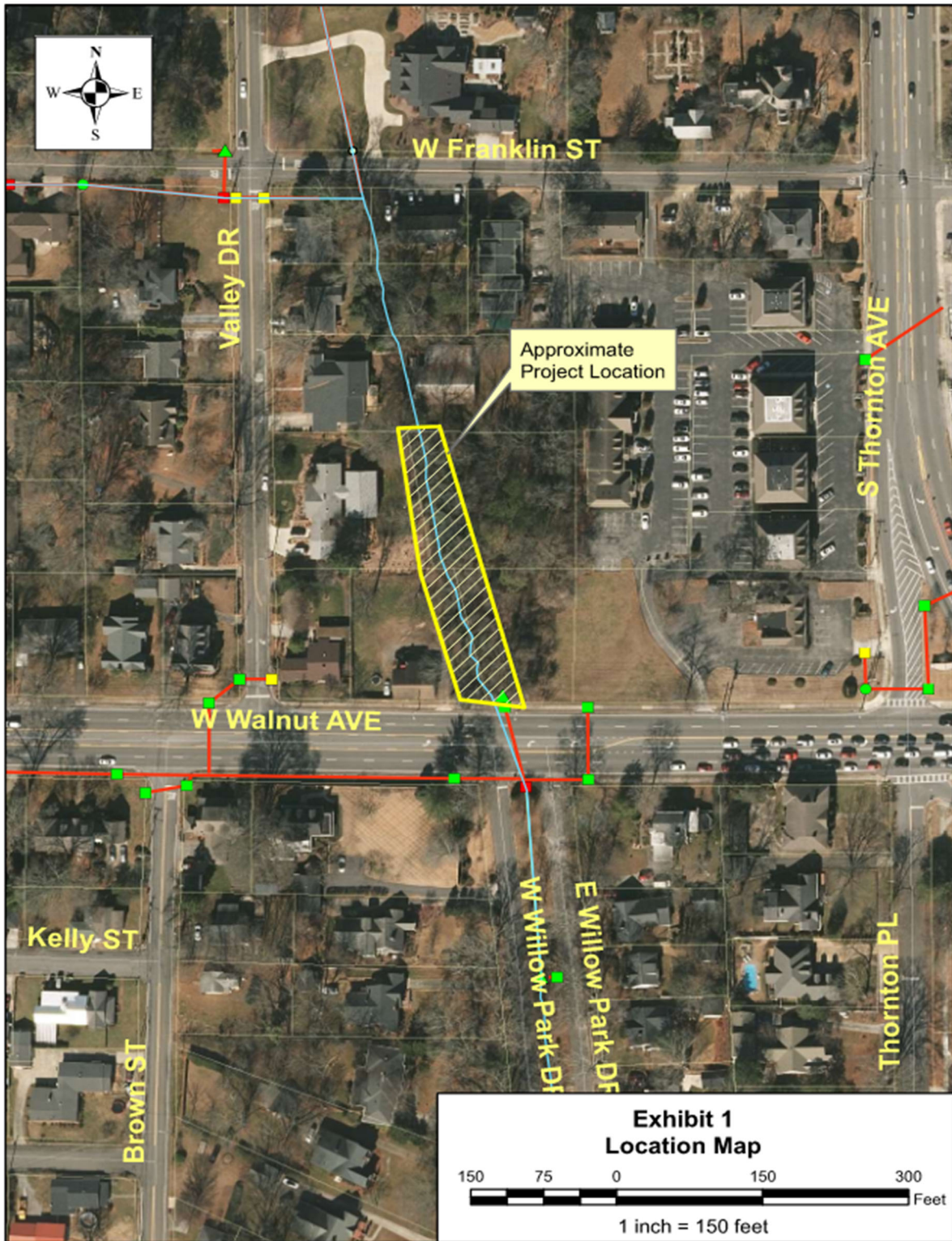
3. Name of insurance company (licensed to operate in Georgia)
4. Description of coverage in standard terminology
5. Policy period
6. Limits of liability
7. Name and address of certificate holder

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

9.0 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 as authorized by O.C.G.A § 36-91-21. 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.

Attachment A – Valley Dr Channel Exhibit



Attachment B – Bid Bond Form

BID BOND
(Five Percent of Bid)

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

Armourco, Inc

of the City of Woodstock State of Georgia and County of Cherokee

as Principal and The Cincinnati Insurance Company Inc

as Surety, are hereby held and firmly bound unto the CITY OF DALTON, GEORGIA as

Owner in the penal sum of Five Percent OR \$29,473.95

Dollars (\$ ~~5%~~ ^{\$29,473.95}) for the payment of which, well and truly to be made,

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

Signed this 28th day of June, 2023.

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

VALLEY DRIVE CHANNEL STABILIZATION PROJECT REQUEST FOR PROPOSALS

NOW, THEREFORE,

- (a) If said bid shall be rejected or in the alternate,
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (*properly completed in accordance with said bid*) and shall furnish a bond for his faithful performance of

BID BOND
(Continued)

said contract and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void; otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

M. Lurie
Witness As To Principal

Kendell S. Altschul
Principal

By *[Signature]* SEAL

[Signature]
Witness As To Surety

The Cincinnati Insurance Company
Surety

6200 S. Gilmore Road, Fairfield, OH 45014-5141
Address

By *Angela Hutcherson*
Attorney-in-Fact



THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOWALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Angela Hutcheson, Emily Ball, Michael Paul Royal, Joseph Lynn Thompson,

of Johns Creek, GA

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Twenty Five Million Dollars and 00/100 (\$25,000,000.00)

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

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

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Justice

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



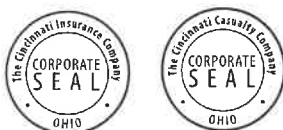
Keith Collett

Keith Collett, Attorney at Law
Notary Public – State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this _____ day of _____,



Ed R.

BID PROPOSAL

Place CITY OF DALTON FINANCE DEPARTMENT
Date 7/20/2023

Proposal of Armourco, Inc. (hereinafter called "Bidder") a contractor organized and existing under the laws of the City of Woodstock State of Georgia and County of Cherokee, * an individual, a corporation, or a partnership doing business as ARMOURCO, INC.

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

Gentlemen:

The Proposer in compliance with your invitation for bids for the construction of the VALLEY DRIVE CHANNEL STABILIZATION PROJECT REQUEST FOR PROPOSALS having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under this contract, of which this proposal is a part.

Proposer hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 365 Calendar Days following "Notice to Proceed". Proposer further agrees to pay as liquidated damages the sum of ~~\$300.00~~ for each consecutive calendar day thereafter as hereinafter provided in the General Conditions under "Time of Completion and Liquidated Damages."

Proposer acknowledges receipt of the following addenda:
Addenda No. 1, Addenda No. 2, Addenda No. 3 Addenda No. 4

*Strike out inapplicable terms



BID PROPOSAL
(Continued)

Amount shall be shown in figures.

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

Proposer understands that the Owner reserves the right to reject any or all proposals and to waive any informalities in the proposing.

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

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

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

Attached hereto is a bid bond or certified check on the 20TH of JULY in the amount of 5% OF BID according to conditions under "Information for Proposers" and the provisions therein.

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

KENDALL STEVEN AITSCHUL 1040 COPPER CREEK DRIVE CANTON, GA 30114

BID PROPOSAL
(Continued)

Dated at:

123 DIXIE COURT WOODSTOCK, GA 30189

The 20TH day of JULY, 2023


Principal PRINCIPAL, AMORCO, INC.

By KENDALL S. ALTSCHUL SEAL

CONSTRUCTION PAYMENT BOND

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

CONTRACTOR *(Name and Address)*:

OWNER *(Name and Address)*:

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

CONSTRUCTION CONTRACT:

Date: _____

Amount: _____

Description *(Name and location)*:

**VALLEY DRIVE CHANNEL STABILIZATION PROJECT
DALTON PROJECT NO. PW-2023-BD-159**

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

BOND:

Date: _____

Amount: _____

Bond Number: _____

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner and for the use and protection of all subcontractors and persons supplying labor, materials, machinery, and

CONSTRUCTION PAYMENT BOND
(Continued)

equipment in the prosecution of the Work involved in this Construction Contract.

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

CONSTRUCTION PAYMENT BOND
(Continued)

to the Surety (*at the address described in Paragraph 12*) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1. Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and that basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action on this bond shall be instituted by a Claimant after expiration of one (1) year from the completion of the contract and the acceptance of the work by the public entity responsible therefor.

CONSTRUCTION PAYMENT BOND
(Continued)

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on this Bond.

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

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

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

CONTRACTOR AS PRINCIPAL

Company: _____

_____ (Corp. Seal)

Signature: _____

Name and Title: _____

SURETY

Company: _____

_____ (Corp. Seal)

Signature: _____

Name and Title: _____

CONSTRUCTION PERFORMANCE BOND

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

CONTRACTOR (*Name and Address*):

OWNER (*Name and Address*):

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

CONSTRUCTION CONTRACT:

Date: _____

Amount: _____

Description (*Name and location*):

**VALLEY DRIVE CHANNEL STABILIZATION PROJECT
DALTON PROJECT NO. PW-2023-BD-159**

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

BOND:

Date: _____

Amount: _____

Bond number: _____

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor

CONSTRUCTION PERFORMANCE BOND
(Continued)

shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2. The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1. Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the

CONSTRUCTION PERFORMANCE BOND
(Continued)

- Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or
2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
- 6.1. The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2. Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time to the Construction Contract or to related subcontracts, purchase orders and other obligations.

CONSTRUCTION PERFORMANCE BOND
(Continued)

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

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

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

12. Definitions.

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

CONTRACTOR AS PRINCIPAL

Company: _____

_____ (Corp. Seal)

Signature: _____

Name and Title: _____

SURETY

Company: _____

_____ (Corp. Seal)

Signature: _____

Name and Title: _____

Attachment C – Evaluation Form

Valley Drive Channel Stabilization Project RFP Scoring Sheet

Evaluation Factor	Points	Proposer Company						
		ARMOURCO, INC	Resource Environmental Solutions					
Project Understanding Demonstration	10	10	8					
Schedule of Project & Overall Completion Timeline Proposed	30	20	28					
Reference for Similar Scope and Size Projects	10	10	10					
Qualificaitons of the Firm	10	10	10					
Proposal Price	40	32	19					
Total Evaluation Points	100	82	75					

**Attachment D – Service Vendor
Packet**

"EXHIBIT A"

FINANCE DEPARTMENT
P.O. BOX 1205
DALTON, GEORGIA 30722
PHONE: (706) 278-6006
FAX: (706) 277-4640



Dear City of Dalton, DWRSWMA, Nob North Golf Course, & Senior Center Vendors:

Thank you for your interest in becoming an approved vendor with the City of Dalton. We are providing this vendor packet in order to place your company on the approved active vendor list for the City. The requested information allows us to comply with all applicable laws and regulations governing the City of Dalton. Although there is a lot of information enclosed in this packet, it is our intention to make this process as easy as possible.

Please complete all documents as listed on the enclosed return documentation checklist and mail your packet to the Finance Department at the following address:

City of Dalton
Attn: Accounts Payable
P.O. Box 1205
Dalton, GA 30722

In addition, please find attached a copy of the W-9 and ST-5 exemption form for the City of Dalton. Please retain this information for your records.

Should you have further questions, please do not hesitate to contact our Finance Department at (706) 278-6006, or via email to vendor@daltonga.gov.

Thank you for your interest in doing business with the City of Dalton.

Return Documentation Checklist:

REQUIRED FROM ALL VENDORS:

- 1. Completed vendor application.
- 2. Completed W-9 Form, only remit the first page of the four page document.
- 3. If you are providing **labor or services** to the City of Dalton, it is **Mandatory** to complete either option a or b.
 - a. If you have an employee other than yourself, and you are providing labor or services to the City of Dalton, (Pursuant to O.C.G.A. §13-10-91 (b)(1)), a Vendor affidavit and Agreement (E-Verify) must be submitted. If you are unsure if you are required to fill out this form, please contact the Finance office (706-278-6006) and we will advise you.

OR

- b. If you have no employees other than yourself, and you are providing labor or services to the City of Dalton, please provide a copy of State issued identification card/driver's license from an approved state as provided on the Attorney General's website. Subcontractors and sub-subcontractors are also required to follow these requirements.
- 4. Copy of your company's most recent insurance certificate(s). This certificate must be kept current. If service is performed on City of Dalton property, additional insurance requirements apply. See attached explanation of insurance requirements.
- 5. Completed Workers' Compensation Affidavit.
- 6. Information Security Affidavit.

OPTIONAL FORM

- Completed ACH Payment Approval Form. (Please complete optional form to receive vendor payments through automated fund transfer.)

**If any required forms are returned incomplete, an active vendor status will not be granted and subsequent payments may be delayed. Please remember that documents requiring notary verification must be notarized to be considered complete.

FINANCE DEPARTMENT
 P.O. BOX 1205
 DALTON, GEORGIA 30722
 PHONE: (706) 278-6006
 FAX: (706) 277-4640



FOR CITY USE ONLY

<input type="checkbox"/> Initial Application		<input type="checkbox"/> Revision	
Vendor ID			
Month	Day	Year	
Initial Below when complete Packet Completion verified _____			

VENDOR APPLICATION

Contract Number _____	
Project Name <u>Valley Drive Channel Stabilization Project</u>	
Company/Individual Name: <u>ARMOURCO INC</u>	
Doing Business As: _____	
Physical Address: <u>123 DIXIE COURT</u>	
City: <u>Woodstock</u>	State: <u>GA</u> Zip Code: <u>30189</u>
Remittance Address for payments: <u>123 DIXIE COURT</u>	
City: <u>Woodstock</u>	State: <u>GA</u> Zip Code: <u>30189</u>
Principal line of business, please briefly describe any services or products provided: _____ <u>SITE WORK/EXCAVATION</u>	
Phone Number: <u>678-794-9396</u>	Fax Number: _____
E-Mail Address: <u>BUCK@ARMOURCO.COM</u>	
Vendor Contact/Representative: <u>BUCK ALTSCHUL</u>	
Organized as: <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation	Date: <u>7/6/16</u> State: <u>GA</u>
Federal Tax ID Number (if company): <u>8 1 2 8 3 9 8 6 2</u>	
Social Security Number (if individual): _____	
DUNS Number: <u>0 8 0 3 1 2 4 2 7</u>	
Special Status: <input type="checkbox"/> DBE-Disadvantaged Business Enterprises (Please submit copy of certificate) <input type="checkbox"/> MBE-Minority Owned (Please submit copy of certificate) <input type="checkbox"/> WBE-Women Business Enterprises (Please submit copy of certificate)	

Request for Taxpayer Identification Number and Certification

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

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

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

ARMOURCO, INC.

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

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

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

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

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

Other (see instructions) ▶ _____

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.

123 DIXIE COURT

6 City, state, and ZIP code

WOODSTOCK, GEORGIA 30189

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

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

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

Social security number										
			-				-			

or

Employer identification number									
8	1	-	2	8	3	9	8	6	2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Jonene M. Fine*

Date ▶ *5/8/2023*

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

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

7/19/2023
Date

1/19/2017
Authorization Date for EEV Program

ARMOURCO, INC
Contractor Name

1158974
Employment Eligibility (EEV) #

President
Title of Authorized Officer or Agent of Contractor

Kendall S. Autschul
Printed Name of Authorized Officer or Agent

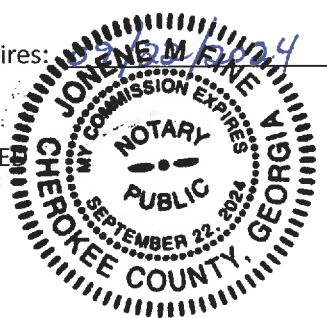
Sworn to and subscribed before me

This 19 day of July, 2023


Notary Public

My Commission Expires: SEPTEMBER 22 2024

*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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/28/2023

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 Partners Risk Services, LLC 10692 Medlock Bridge Road Suite 200 Johns Creek GA 30097	CONTACT NAME: Angie Dixon PHONE (A/C, No, Ext): (770) 609-2733 E-MAIL ADDRESS: adixon@partnersrfs.com	FAX (A/C, No): (770) 609-2749
	INSURER(S) AFFORDING COVERAGE	
INSURED Armourco, Inc. 123 Dixie Court Woodstock GA 30189	INSURER A: Frankenmuth Mutual Insurance Company NAIC # 13986	
	INSURER B: Builders Insurance 10704	
	INSURER C: Crum & Forster	
	INSURER D:	
	INSURER E:	

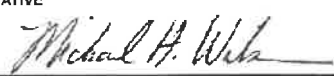
COVERAGES **CERTIFICATE NUMBER:** 23-24 **REVISION NUMBER:**

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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		6717017	07/07/2023	07/07/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		6717016	07/07/2023	07/07/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		6717017	07/07/2023	07/07/2024	E.L. EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
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 <input checked="" type="checkbox"/>			WCV0263540	07/07/2023	07/07/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contractor's Pollution Liability/E&O			PKC113117	07/07/2023	07/07/2024	Per Occurrence \$3,000,000 Aggregate \$3,000,000

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

All parties required by written contract are included as additional insureds with respects to general liability per the attached endorsement. Umbrella follows form excess of general, auto and employers liability coverage.

CERTIFICATE HOLDER The City of Dalton P O 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 

© 1988-2015 ACORD CORPORATION. All rights reserved.

WORKERS' COMPENSATION INSURANCE AFFIDAVIT

Vendor/Contractor Name: ARMOURCO, INC Vendor Number: _____
Address: 123 DIXIE COURT Woodstock, GA 30189
Contact: Buck ALTschul Phone No.: 678-794-9396

Vendor/Contractor is: (check the appropriate box)

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

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

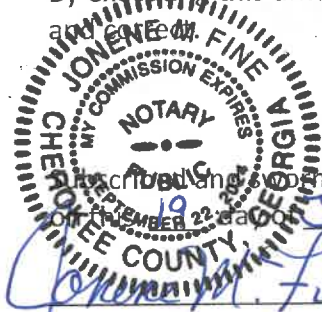
Workers Compensation Insurance Company
Name: Builders INSURANCE

Workers Compensation Insurance Policy No. WCV 0263540 05

Expiration Date 07/06/2024

If self-insured, SBWC ID# _____

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



Subscribed and sworn to before me, on this 19 day of July, 2023.
Jennifer M. Fine

Notary Public

Sworn to this 19 day of July, 2023.

Signature: [Signature]
Name: Kendall S. Altschul
Title: President

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

STATE OF GEORGIA
WHITFIELD COUNTY
CITY OF DALTON

Information Security Affidavit

I understand that as a vendor with the City of Dalton, there is a possibility that the employee of ARMOURCO, INC (vendor) may be exposed to confidential information including, but not limited to social security numbers, credit card numbers, checking account information, and/or personal health information of customers or employees.

In consideration of the active vendor status with the City of Dalton, and as an integral part of the terms and conditions of the continued active status, I hereby pledge as a representative of my company to safeguard the integrity of this information and agree that ARMOURCO, INC (vendor) will not at any time disclose any information to any person(s) within or outside the City of Dalton except as may be required in the performance of the duties my company has been hired for.

ARMOURCO, INC (vendor) will not reproduce any confidential information or take any confidential information outside the office without authorization from the City.

ARMOURCO, INC (vendor) also agrees to notify the City if any of its employees witness another individual divulging such confidential information for any purpose other than the performance of his/her duties.

Any vendor in violation of any part of this policy will be subject to vendor status termination, up to and including any necessary legal action.

ARMOURCO, INC
Vendor Name (Please Print)

07/19/2023
Date


Vendor Signature

FOR CITY USE ONLY

Vendor #: _____
Setup Date: _____
Initials: _____

City of Dalton ACH Payment Approval Form

Dear City of Dalton Vendor or Contractor:

The City of Dalton has a program that allows vendors the option of receiving payments for goods and/or services by electronic funds transfers (EFT) through the Automated Clearing House Network (ACH) in the NACHA CCD Format. If the City of Dalton sets you up for EFT processing, payments will be deposited directly to your account, as opposed to mailing you a check. If you give us your e-mail address, a payment notice will be sent out each time an ACH transfer is executed. We anticipate that this alternate method payment will introduce collection/payment efficiencies for both your institution and ours.

This form is a request for you to authorize us to pay by EFT. By completing this form and providing an authorized signature, you (1) authorize the City of Dalton to make payments for goods and/or services by EFT, (2) certify that your company has selected the designated depository financial institution, and (3) direct that all such electronic funds transfers be made as provided below. If you have questions about this form, please contact the Finance Department at 706-278-6006.

Depository Institution Name: <u>Renasant BANK</u>		
Depository Institution Address:		
Routing Number: <u>084201294</u>	Account Number: <u>8017476868</u>	Checking <input checked="" type="checkbox"/> Savings <input type="checkbox"/>
E-mail address for Payment Notification:		

The below named company acknowledges and agrees that the terms and conditions of all agreements with the City of Dalton concerning the method of payment for goods and/or services shall be amended to allow for ACH payments as described above.

The below named company will give thirty (30) days written notice to the City of Dalton of any changes in depository financial institution or other payment instructions. When properly executed, this Authorization will become effective fifteen (15) days after its receipt by the City of Dalton.

Company Name: <u>ARMOURCO, INC</u>	Contact Person Name: <u>Jonene Fine</u>
Contact Person Phone Number: <u>404-310-7374</u>	Contact Person E-mail Address: <u>jonene@Armourco.com</u>

JM Fine CFO
Authorized Signature and Title

7/19/2023
Date



Please return completed form to Attn: Accounts Payable at the address below or by fax to (706) 277-4640.

City of Dalton
Attn: Accounts Payable
P.O. Box 1205
Dalton, GA 30722-1205

CONTRACT

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

_____ a contractor doing business as an individual, a partnership, or a
corporation* of the City of Woodstock, County of Cherokee, and
State of Georgia hereinafter called "Contractor" or "Design-Builder".

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

**VALLEY DRIVE CHANNEL STABILIZATION PROJECT
DALTON PROJECT NO. PW-2023-BD159-2023**

hereinafter called the "Project", for the sum of FIVE-HUNDRED-AND-EIGHTYNINE-
THOUSAND-FOUR-HUNDRED-AND-SEVENTY-NINE
Dollars AND-TWO Cents (\$589,479.02) (hereinafter the "Contract Price") and all extra
work in connection therewith, under the terms as stated in the Contract Documents, and
at his (*its or their*) own proper cost and expense to furnish all materials, supplies,
machinery, equipment, tools, superintendence, labor, insurance and other accessories
and services necessary to complete the said project in accordance with the conditions
and prices stated in the proposal, the General Conditions of the Contract, the speci-
fications and contract documents therefore as prepared by the Owner and as enumerated
in the General Conditions, all of which are made a part hereof and collectively
constitute the Contract.

The Project being bid as a "Design Build" project, the Design-Builder shall be charged
with the design of the project in addition to the construction. Design-Builder shall engage
the services of a qualified Design Professional who may be the Design-Builder, an
employee of the Design-Builder, or the subcontractor of the Design-Builder.

Design-Builder:	Armourco, Inc Attention: Buck Altschul Phone Number: (678)-794-9396
OWNER:	The City of Dalton, Georgia 300 W. Waugh Street Dalton, Georgia 30720 Owner's Representative: Jackson Sheppard Phone Number: 706-278-9500
DESIGN PROFESSIONAL:	Land 2 Water, LLC Attention: Jeremy S. Dean Phone Number: (678)-794-3764

The Contractor hereby agrees to commence the design work under this contract immediately following the receipt of formal written "Notice to Proceed" of the Owner and to fully complete the project within 365 Calendar Days of receiving the Notice to Proceed. The Contractor further agrees to pay as liquidated damages the sum of \$300.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions under "Time of Completion and Liquidated Damages."

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

The Contract supersedes all prior negotiations, discussions, statements, and agreements between Owner and Design-Builder and constitutes the full, complete, and entire agreement between Owner and Design-Builder. There can be no changes to this Contract by oral means, by course of conduct of the parties, or by custom of the trade. No change to this Contract will be binding on either party unless such change is properly authorized, in writing, and in accordance with the terms of this Contract.

If any provision of this Contract, or the application thereof to any person or circumstance, is declared invalid or unenforceable to any extent, then the remainder of this Contract, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

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

ATTEST:

CITY OF DALTON, GEORGIA

City Clerk

By: _____ SEAL

Witness

Title

ATTEST:

Secretary

By: _____ SEAL

Witness

Title

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

Give proper title of each person executing contract.

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public

My Commission Expires:

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

SECTION 0300 - GENERAL CONDITIONS

0301 CONTRACT AND CONTRACT DOCUMENTS

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

0302 DEFINITIONS

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

- 0302.01 Contractor - A person, firm or corporation with whom the contract is made by the Owner.
- 0302.02 Contract Documents - The Contract Documents are composed of the Advertisement for Bids; Instructions to Bidders; Bid Package; Form of Proposal, General Conditions, Supplementary Conditions, Detail Specifications, Form of Contract, Form of Bond(s), Addenda and the drawings including all changes incorporated herein before their execution.
- 0302.03 Project Representative - Refers to the authorized representative of the Owner, who is assigned to the site or any part thereof.
- 0302.04 Owner - The party of the First Part in the accompanying Contract, and meaning the CITY OF DALTON, GEORGIA.
- 0302.05 Subcontractor - A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with the contractor for performance of a part of the work at the site.
- 0302.06 Work on (at) the Project - Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.
- 0302.07 Design-Builder – Another name for the Contractor. The person, company, or entity engaged by the Owner for the proposes of designing and building the Project.
- 0302.08 Design-Professional – The person, company, or entity engaged by the Design-Builder for the purposes of completing the design work necessary

for the project. A Design Professional shall have all of the qualifications and experience as is required by statute, code, ordinance or regulation to complete and certify the designs and drawings which they produce. May be the same person, company, or entity as the Design-Builder.

- 0302.09 Contract Price – The total compensation to the Design-Builder for performance of the Contract as initially stated in the Contract and modified by any subsequent Change Order.

0303 CORRELATION AND INTENT OF DOCUMENTS

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

- 0303.01 The intent of the documents is to describe all construction entailed in this project. The contractor will furnish all labor and materials, equipment, transportation, tools and appurtenances such as may be reasonably required under the terms of the contract to make each part of the work complete.
- 0303.02 The Drawings and specifications, are to be set forth by the Design-Builder, and shall be submitted for review to the Owner and receive written approval by the Owner, prior to submitting for any permitting.

0304 MATERIALS, SERVICES AND FACILITIES

- 0304.01 It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all design, permitting, materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time. It is further understood that in providing materials, labor, tools, equipment, water, light, power, superintendence, or any other expense associated with the Contract the Contractor may not take advantage of the City's tax exempt status.
- 0304.02 Any work necessary to be performed by the Contractor to complete the project on time after regular working hours, on Sundays or Legal Holidays, shall be performed without additional expense to the Owner.

0305 DESIGN BUILDER'S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the Design-Builder or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Design-Builder warrants that he has good title to all materials and supplies used

by him in the work, free from all liens, claims and/or encumbrances.

0306 MATERIALS FURNISHED BY THE DESIGN-BUILDER

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

0307 INSPECTION AND TESTING OF MATERIALS

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

0308 PATENTS

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

0309 SURVEYS, PERMITS AND REGULATIONS

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

0310 DESIGN-BUILDER'S OBLIGATIONS

- 0310.01 The Design-Builder, through a qualified Design Professional shall and will
- 0310.02 The Design-Builder shall and will, in good workmanlike manner do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the plans and drawings covered by this contract, any and all supplemental plans and drawings and in accordance with the directions of the Owner as given from time to time during the progress of the work. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required. He alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure of their improper construction, maintenance or operation.
- 0310.03 The Design-Builder shall observe, comply with and be subject to all terms, conditions, requirements, and limitations of the Contract and specifications and shall do, carry on, and complete the entire work to the satisfaction of the Owner.
- 0310.04 Design Builder shall be required to submit a design schedule in their proposal and notify Owner of any deviations therefrom from within 7 days of the deviation.
- 0310.05 Design Builder shall be required to submit a construction schedule, for all stages of the project through completion to the Owner prior to beginning construction services specified within awarded contract.

0311 DESIGN BUILDER'S RESPONSIBILITY

The Design-Builder shall be responsible for all material and work until they are finally accepted by the Owner and shall repair at his own expense any damage that they sustain before their final acceptance. The Design-Builder shall be responsible for all damages caused by him of whatever nature and must settle all claims arising from such damage without cost to the Owner; he shall act as defendant in, and bear the expense of each and every suit of any and every nature which may be brought against him or the Owner, by reason of, or connected with the work under the Contract. Should any claim arise, the Owner may hold back sufficient money to meet said claims or until the Design-Builder has satisfied the Owner that all claims against him as the result of his work have been adjusted. He must also show that there are no claims or liens whatsoever outstanding at the completion of his contract before final payment is made.

0312 WEATHER CONDITIONS

In the event of temporary suspension of work, or during inclement weather, or whenever the Owner shall direct, the Design-Builder will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Owner, any work or materials shall have been damaged or injured by reason of failure on the part of the Design-Builder or any of his subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Design-Builder.

0313 SAFETY PROVISIONS

- 0313.01 The Design-Builder shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (*PL 91-596*) and under Sec.107 of the Contract Work Hours and Safety Standards Act (*PL 91-54*).
- 0313.02 The Design-Builder shall be responsible for the Safety, efficiency and adequacy of his plant, appliances and methods, and for any damage which may result from their failure of their improper construction, maintenance and operation.
- 0313.03 The Design-Builder shall employ, when necessary, watchmen on the work and shall, when necessary, erect and maintain such strong and suitable barriers and such light as will effectually prevent the happening of any accident to health, limb or property.

0314 SANITARY PROVISIONS

The Design-Builder shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply with the regulations of the State Board of Health and all local ordinances. No nuisance will be permitted.

0315 PUBLIC CONVENIENCE AND SAFETY

Materials stored at the site of the work shall be so placed and the work shall, at all times, be so conducted as to cause no greater obstruction to traffic than is considered permissible by the Owner. No roadway shall be closed or opened except by express permission of the Owner and the Design-Builder's proper notification of local fire and police departments. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment and other hazards shall be guarded in accordance with the safety provisions of the manual of Accident Prevention in Construction, published by the Associated General Contractors of America to extent that such provisions are not in contravention of applicable laws.

0316 PROTECTION OF WORK AND PROPERTY - EMERGENCY

The Design-Builder shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Design-Builder shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract or by the Owner, or his duly authorized representative.

0316.01 In case of an emergency which threatens loss or injury of property, and/or safety of life, the Design-Builder will be allowed to act, without previous instructions from the Owner in a diligent manner. He shall notify the Owner immediately thereafter. Any claim for compensation by the Design-Builder due to such extra work shall be promptly submitted to the Owner for approval.

0316.02 Where the Design-Builder has not taken action but has notified the Owner of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Owner.

0316.03 The amount of reimbursement claimed by the Design-Builder on account of any emergency action shall be determined in the manner provided in Paragraph 0327 of the General Conditions.

0317 INSPECTION

The authorized representatives and agents of the Owner shall be permitted to observe all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records.

0318 REPORTS, RECORDS AND DATA

The Design-Builder shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.

0319 SUPERINTENDENCE BY DESIGN-BUILDER

At the site of the work, the Design-Builder shall employ a construction superintendent or foreman who shall have full authority to act for the Design-Builder. It is understood that such representative shall be acceptable to the Owner and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Design-Builder's payroll.

0320 COMPETENT LABOR

0320.01 The Design-Builder shall employ only competent and skilled workers on the project. The Design-Builder shall have a competent superintendent or foreman present at all times when the work is in progress and with authority to receive orders and execute the work.

0320.02 The Design-Builder shall, upon demand from the Owner, immediately remove any superintendent, foreman or worker whom the Owner may consider incompetent or undesirable.

0321 CONSTRUCTION EQUIPMENT

The Design-Builder shall provide all necessary equipment in good repair for the expeditious construction of the work. Any equipment not adapted for the work, in such repair as to be dangerous to the project or workers, shall not be used.

0322 CHANGES IN THE WORK

0322.01 Without invalidating the Agreement, the Owner may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the Design-Builder will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Paragraph 0323. A Change Order signed by the Contractor indicates his agreement therewith.

0322.02 The Owner may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the

Design-Builder believes that any Field Order authorized by the Owner entitles him to an increase in the Contract Price or extension of Contract Time, he shall inform the Owner in writing of the amount of increased price or time associated with the Field Order, and he shall include reference to appropriate contract documents supporting the basis for the claim, and he shall not proceed with the work in question until a written decision has been rendered by the Owner.

- 0322.03 Any changes or additional work performed by the Design-Builder without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency.
- 0322.04 It is the Design-Builder's responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The Design-Builder will furnish proof of such adjustment to the Owner.
- 0322.05 The term Change Order is defined as a written order to the Design-Builder signed by the Owner which authorizes a change in the work or the contract price or the contract time issued after execution of the Agreement.
- 0322.06 The Contract Price constitutes the total compensation payable to the Design-Builder for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Design-Builder shall be at his expense without changing the Contract Price, except where authorized by Change Order.

0323 CHANGE IN CONTRACT PRICE

- 0323.01 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
 - 0323.01.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
 - 0323.01.2 By mutual acceptance of a lump sum (*which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 0323.04.2.1*).
 - 0323.01.3 On the basis of the Cost of the Work (*determined as provided in Paragraphs 0323.04 and 0323.05*) plus a Contractor's Fee for overhead and profit (*determined as provided in Paragraphs 0323.4 and 0323.05*).

0323.02 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 0323.03.

0323.02.1 Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by Owner.

0323.02.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith.

0323.02.3 Payments made by Contractor to the Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such Bids to Owner who will then determine which Bids will be accepted.

0323.02.4 Costs of special consultants (*including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers, and accountants*) employed for services specifically related to the Work.

0323.02.5 Supplemental costs including the following:

0323.02.5.1 The proportion of necessary transportation, traveling and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

0323.02.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market

value of such items used but not consumed which remain the property of Contractor.

0323.02.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

0323.02.5.4 Sales, use or similar taxes related to the Work, and for which Contractor is liable, imposed by any governmental authority.

0323.02.5.5 Deposits lost for causes other than Contractor's negligence, royalty payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

0323.02.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by Contractor in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee.

0323.02.5.7 The cost of utilities, fuel and sanitary facilities at the site.

0323.02.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

0323.02.5.9 Cost of premiums for additional Bonds and Insurance required because of changes in the Work.

0323.03 The term Cost of the Work shall not include any of the following:

0323.03.1 Payroll costs and other compensation of Contractor's officers, executives, principals (*of partnership and sole proprietorships*), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in his principal or a branch office for general

administration of the Work and not specifically included in the schedule referred to in subparagraph 0323.02.1 - all of which are to be considered administrative costs covered by the Contractor's Fee.

0323.03.2 Expenses of Contractor's principal and branch offices other than his office at the site.

0323.03.3 Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

0323.03.4 Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

0323.03.5 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 0323.04.

0323.04 The Contractor's Fee which shall be allowed to Contractor for his overhead and profit shall be determined as follows:

0323.04.1 a mutually acceptable firm fixed price; or if none can be agreed upon.

0323.04.2 a fee based on the following percentages of the various portions of the Cost of the Work.

0323.04.2.1 for costs incurred under paragraphs 0323.02.1 and 0323.02.2, the Contractor's Fee shall be fifteen percent.

0323.04.2.2 for costs incurred under paragraph 0323.02.3, the Contractor's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to Contractor on account of overhead and profit of all Subcontractors shall be fifteen percent:

0323.04.2.3 no fee shall be payable on the basis of costs itemized under paragraphs 0323.02.4, 0323.02.5, and 0323.03;

0323.04.2.4 the amount of credit to be allowed by Contractor to Owner for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in Contractor's Fee by an amount equal to ten percent of the net decrease; and

0323.04.2.5 when both additions and credits are involved in any one change, the

adjustment in Contractor's Fee shall be computed on the basis of the net change in accordance with paragraphs 0323.04.2.1 through 0323.04.2.4, inclusive.

0323.05 Whenever the cost of any Work is to be determined pursuant to Paragraph 0323.02 or 0323.03. Contractor will submit in form acceptable to Owner an itemized cost breakdown together with supporting data.

0323.06 The Design-Builder Generally bares the risk of its cost deviating from the Contract Price. Therefore, the Design-Builder is generally prohibited from making a claim against Owner for an adjustment in the Contract Price subject to the following Exceptions:

0323.06.1 Design-Builder shall be entitled to an adjustment in Contract Price for Change Orders and Field Orders which materially impact the cost incurred by the Design-Builder

0323.06.2 Design-Builder shall be entitled to an adjustment in Contract Price for delays caused by the action or neglect of the Owner or the separate contractors of the Owner.

0323.06.3 Design-Builder shall be entitled to an adjustment in Contract Price for the discovery of unanticipated Hazardous Materials on the project site. Hazardous Materials shall have the same meaning as "Hazardous Waste" and "Hazardous Chemicals" in 42 USC § 6901 et seq. and any corresponding state or local regulation.

0323.06.4 Design-Builder shall be entitled to an adjustment in Contract Price if the worksite conditions are determined to be materially different than originally understood. The worksite conditions will be determined to be materially different than originally understood when a competent, and reasonably prudent Design-Builder would not have observed or reasonably anticipated the worksite condition after a diligent inspection of the worksite.

0324 CHANGE OF THE CONTRACT TIME

The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to Owner within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless Owner allows an additional period of time to ascertain more accurate data. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

0324.01 The Contract Time will be extended in an amount equal to time lost due to

delays beyond the control of CONTRACTOR if he makes a claim therefor as provided in Paragraph 0324. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by Owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

- 0324.02 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Paragraph 0324 shall not exclude recovery for damages (*including compensation for additional professional services*) for delay by either party.

0325 CORRECTION OF WORK

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the review of the Owner who shall be the final judge of the quality and suitability of the work, material, processes of manufacture and methods of construction for the purpose for which they are used. Should they fail to meet his approval, they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Engineer shall be equitable. It is not intended that the Engineer should be liable for the Contractor's performance of the work nor for safety during construction.

0326 EXISTING UNDERGROUND UTILITIES AND STRUCTURES

- 0326.01 The Owners and/or operators of private or public utilities shall have access to such utility at all times, for the installation, maintenance, adjustment, repair and operation of said utility. No extra compensation will be allowed because of the delay or interference caused by such work.
- 0326.02 Wherever existing utilities are encountered which conflict in actual position and location with the proposed work, the Contractor shall promptly notify the Owner for resolution of the conflict.
- 0326.03 The Contractor shall be solely and directly responsible to the Owner and/or other operator of such utility properties for any damage, injury, expense, loss, inconvenience or delay, or for any suits, actions, claims of any character brought on account of any injuries or damages which may result from the carrying out of the work.

0327 SUBSURFACE CONDITIONS FOUND DIFFERENT

Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the plans or indicated in the specifications, he shall immediately give notice to the Owner of such conditions before they are disturbed. The Owner will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the plans or indicated in the specifications, he will at once make such changes in the plans and/or specifications as he may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 0323 of the General Conditions.

0328 CLAIMS FOR EXTRA WORK

No claim for extra work or cost shall be allowed unless the same was one in pursuance of a written order of the Owner and approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of Subparagraph 0322 of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

0329 RIGHT OF THE OWNER TO TERMINATE CONTRACT

In the event that any of the provisions of this contract are violated by the Contractor or by any of his Subcontractors, the Owner may serve written notice upon the Contractor and the surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the contract; provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site of the work and necessary therefor.

0330 TIME SCHEDULE AND PERIODIC ESTIMATES

0330.01 DESIGN PHASE - Immediately after execution and delivery of the contract, and before the first partial payment is made, the Design-Builder shall deliver to the Owner an estimated Design progress schedule in form satisfactory to the Owner showing the proposed dates of commencement and completion of each of the

various subdivisions of work required under the contract documents, for the Design Phase and the anticipated amount of each monthly payment that will become due the Design Builder in accordance with the progress schedule. The Design-Builder shall also furnish on forms to be supplied by the Owner, (a) a detailed estimate giving a complete breakdown of the portion of Contract Price allocated to the Design Phase and (b) periodic itemized estimate of work done for the purpose of making partial payments thereon. For the purposes of this contract the timeline associated with the Design Phase shall be the same as that of the Survey and Design, Adjacent Property Owner Coordination, and the Permitting line items in the proposed Valley Drive Stabilization Schedule of the Design-Builder's Bid which is incorporated hereto by reference. Likewise, the portion of the Contract Price allocated to the Design Phase shall be, absent an appropriate change order, limited to the sum of the line items for Permitting, Adjacent Property Owner Coordination, and a portion of Owner Coordination as stated in the Project Specifications of the Design-Builders Bid. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract Price.

At the completion of the Design Phase, Design-Builder shall furnish all designs, plans, and drawings, along with certificates and proof of all bonds and insurance required by the contract documents, to the Owner for approval. The plans shall include a schedule for the construction phase of the project with a timeline that completes the project on or before the completion date pursuant to the contract documents and a cost estimate, with monthly breakdowns, that are within the Contract Price. The Owner may reject the design documents if they fail to meet the standards required by the project specifications or reasonably inferred therefrom or fails to meet the constraints set by the Contract Price or the completion date specified in the contract documents or any other provision of the contract documents. If the Owner rejects the design documents, the Design-Builder and Design Professional, at their own cost, must redraft the designs to meet all above stated requirements. Upon approval of the design documents, the Owner shall, within seven days, issue a NOTICE OF COMMENCEMENT for the construction phase.

0330.02 CONSTRUCTION PHASE - Immediately upon receipt of the Notice of Commencement the Design-Builder shall deliver to the Owner an estimated Construction progress schedule in form satisfactory to the Owner showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents, for the Construction Phase and the anticipated amount of each monthly payment that will become due the Design Builder in accordance with the progress schedule. The Design-Builder shall also furnish on forms to be supplied by the Owner, (a) a detailed estimate giving a complete breakdown of the portion of Contract Price allocated to the Construction Phase and (b) periodic itemized estimate of work done for the purpose of making partial payments thereon. For the purposes of this contract the time for the construction phase shall be the same as the line items for Construction

and Final Acceptance as listed in the proposed schedule in the Design-Builders Bid. The portion of the Contract Price allocated to the Construction Phase, absent an appropriate change order, shall be equal to the line items for Construction, Final Acceptance, and any unused portion of Owner Coordination in Project Specifications of the Design-Builder's Bid. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract Price.

0331 PAYMENTS TO CONTRACTORS

0331.01 The amount of Retainage Schedule shall be as follows:

- 0331.01.1 • Five (5%) percent of each progress payment shall be withheld as retainage for the life of the project, including change orders and other authorized additions provided in the Contract is due;
- 0331.01.2 • When the Work is substantially complete (operational or beneficial occupancy) and City determines the Work to be reasonably acceptable, the Contractor shall submit an invoice or other documents as may be required and receive payment thereof within thirty (30) days. If there are any remaining incomplete minor items, an amount equal to two hundred (200%) percent of the value of each item, as determined by City, shall be withheld until such items are completed.
- 0331.01.3 • This Contract is governed by O.C.G.A. § 13-10-1 et seq., which requires that the Contractor, within ten (10) days of receipt of retainage from City, pass through payments to Subcontractors and reduce each Subcontractor's retainage accordingly. The Code provision also requires Subcontractors to pass through payments to Lower Tier Subcontractors and reduce each lower tier contractor's retainage. Therefore, City, in its discretion, may require the Contractor to submit satisfactory evidence that all payrolls, material bills, or other indebtedness connected with the Work have been paid before making any payment.
- 0331.01.4 • Within sixty (60) days after the Work is fully completed and accepted by City, the balance due hereunder shall be paid; provided, however, that final payment shall not be made until said Contractor shall have completed all work necessary and reasonably incidental to the Contract, including final cleanup and restoration. All claims by the Contractor for breach of contract, violation of state or federal law or for compensation such claims shall be forever barred. In such event no further payment to the Contractor shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to City.

0331.02 Where a project is under the jurisdiction of a Force Account Agreement

between the Owner and the Georgia Department of Transportation, the Contractor shall maintain a *daily* report of the amount of completed work as shown in the bid proposal. A copy of the accepted report appears in Appendix A, if applicable, at the end of this section and may be reproduced for use on this project. The Contractor's representative shall certify by signature that the report is accurate on behalf of the Contractor for the Owner (*shown as "Utility" on the report*). The Project Engineer representing the Georgia Department of Transportation shall certify by signature that the report is accurate for the "State". A copy of each days report properly certified as required by this part shall accompany each progress payment request by the Contractor. The quantity of work completed shown on the progress payment request *must* be supported by an equal quantity shown on the daily report for that progress payment period. Payment requested for quantities of work not supported by a properly certified daily report(s) may *not* be recommended for payment by the Owner.

- 0331.03 In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration. Where a project is under the jurisdiction of a Force Account Agreement between the Owner and the Georgia Department of Transportation, however, material delivered on the site and preparatory work done may *not* be taken into consideration.
- 0331.04 All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.
- 0331.05 The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails to do so, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be

deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

- 0331.06 If at any time the Owner shall determine that the amount of work completed at that time is lagging behind the expired contract time by more than 20 percent, the Owner may determine that the Contractor is not faithfully performing on the contract and therefore the Owner may elect to withhold all monies and refrain from making any additional payments to the Contractor until such time as the Owner determines the work to be progressing satisfactorily.

0332 ACCEPTANCE AND FINAL PAYMENT

When the project provided for under this contract shall have been completed by the Design-Builder, and all parts of the work have been approved by the Owner according to the contract, the Owner shall, within ten (10) days unless otherwise provided, make final inspection and advise the Design-Builder as to preparing a final estimate, showing the value of work as soon as the necessary measurements and computations can be made, all prior certificates or estimates upon which payments have been being made are approximately only, and subject to correction in the final payment. The amount of the final estimates, less any sums that may have been deducted or retained under the provisions of this contract, will be paid to the Contractor within sixty (60) days after approval by the Owner, provided that the contractor has properly maintained and operated the project as specified under these specifications, and provided, that he has furnished to the Owner a sworn affidavit to the effect that all bills are paid and no suits are pending in connection with the work done or labor and material furnished under this contract. A sample affidavit appears at the end of this section to be considered as an example of an acceptable affidavit.

0333 PAYMENTS BY CONTRACTORS

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used, and (c) to each of his Subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his Subcontractors to the extent of each Subcontractor's interest therein.

0334 DESIGN-BUILDER'S AND SUBCONTRACTOR'S INSURANCE

0334.01 The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been reviewed by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until the insurance has been so obtained and reviewed.

0334.01.1 Contractor's Liability Insurance: Contractor shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the work and Contractor's other obligations under the Contract Documents, whether such performance is indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

0334.01.1.1 Claims under workers' or workmen's compensation, disability benefits and other similar employees benefit acts;

0334.01.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

0334.01.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

0334.01.1.4 Claims for damages insured by personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (ii) by any other person for any other reason.

0334.01.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

0334.01.1.6 Claims for damages because of bodily injury or death of any person or property damage arising out of the Ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph shall include the specific coverages and be written for not less than the limits of liability and coverages provided in these specifications, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days prior written notice has been given to Owner. All such

insurance shall remain in effect until final payment and at all times thereafter when Contractor may be correcting, removing or replacing defective work. In addition, Contractor shall maintain such completed operations insurance for at least one year after final payment and furnish Owner with evidence of continuation of such insurance at final payment. Renewal certificates shall be sent to the Owner 30 days prior to the expiration date of any policy required herein.

- 0334.02 Contractual Liability Insurance: The comprehensive general liability insurance required will include contractual liability insurance applicable to Contractor's obligations under separate contract and subcontracting.
- 0334.03 Unless otherwise provided in these General Conditions, Contractor shall purchase and maintain property insurance upon the work at the site to the full insurable value thereof (*subject to such deductible amounts as may be provided in these general conditions or required by law*). This insurance shall include the interest of Owner, Contractor and Subcontractors in the work, shall provide "all risk" insurance for physical loss and damage including but not limited to fire, lightning, windstorms, hail, smoke, explosion, riot, aircraft, vehicles, falling objects, flood, earthquake, theft, vandalism, malicious mischief, collapse, water damage and other perils, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (*including fees and charges of engineers, architects, attorneys and other professionals*). If not covered under the "all risk" insurance or otherwise provided in these General Conditions, Contractor shall purchase and maintain similar property insurance on portions of the work stored on and off the site or in transit when such portions of the work are to be included in an Application for Payment. The policies of insurance required to be purchased and maintained by Contractor in accordance with paragraphs c and d shall contain a provision that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days prior written notice has been given to the Owner.
- 0334.04 Contractor shall purchase and maintain such boiler and machinery insurance as may be required by these General Conditions or by law. This insurance shall include the interest of Owners, Contractor and Subcontractors in the work and shall provide coverage for all installed and functional mechanical equipment for the full replacement value of the equipment.
- 0334.05 Owner shall not be responsible for purchasing and maintaining any property insurance to protect the interests of Contractor or Subcontractors in the work to the extent of any deductible amounts that are provided in the supplemental conditions. If Contractor wishes property insurance coverage

within the limits of such amounts, Contractor may purchase and maintain it at his own expense.

0334.06 If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor, Owner will notify Contractor thereof within ten days of the date of delivery of such certificates, to Owner. Contractor will provide to the Owner such additional information in respect of insurance provided by him as Owner may reasonably request. The right of the Owner to review and comment on Certificates of Insurance is not intended to relieve the Contractor of his responsibility to provide insurance coverage as specified nor to relieve the Contractor of his liability for any claims which might arise.

0334.07 Partial Utilization - Property Insurance: If Owner finds it necessary to occupy or use a portion or portions of the work prior to Substantial Completion of all the work, such use or occupancy may be accomplished provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

0334.08 The Design-Builder either directly or through its Design Professional shall maintain professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed by the Design Professional for this Project. If project-specific coverage is used, these requirements shall be continued in effect for two years following the issuance of the Certificate of Final Completion for the Project.

0334.09 The Design-Builder shall carry and maintain Combined Excess Liability (*Umbrella*) Insurance for a limit of not less than the following:

Each Occurrence:	\$3,000,000
Aggregate:	\$3,000,000

0334.10 The limits of liability for the insurance required by paragraph 334.1.1. of the General Conditions shall provide coverage for not less than the following amounts or greater where required by law:

For claims under Worker's Compensation:

State	Statutory
Federal	Statutory

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

If the Design-Builder chooses to maintain a policy with a maximum of the state mandated amounts of \$100,000 per accident, \$100,000 for disease per employee and a disease policy limit of \$500,000, the Contract required minimum of \$1,000,000 can be achieved by the excess liability policy required.

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

Each Occurrence (Bodily and Property Damage Included):	\$1,000,000
Fire Damage (<i>Any One Fire</i>):	\$50,000
Medical Expense (<i>Any One Person</i>):	\$5,000
Personal and Adv Injury, With Employment Exclusion Deleted:	\$1,000,000
General Aggregate (<i>Per Project</i>):	\$2,000,000
Products and Completed Operations Aggregate:	\$1,000,000

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

Comprehensive Automobile Liability:

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

- 0334.11 Scope of Insurance and Special Hazards - The amounts stated above are minimum amounts of insurance to be carried. The Design-Builder shall carry such additional insurance as may be required to provide adequate protection of the Design-Builder and his Subcontractors, respectively, against any and all damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by his and, also, against any of the special hazards which may be encountered in the performance of this Contract.

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

0334.12 Certificate Holder should read:

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

0334.13 Insurance company must have an A.M. Best Rating of A-6 or higher. Insurance company must be licensed to do business by the Georgia Secretary of State. Insurance company must be authorized to do business in the State of Georgia by the Georgia Insurance Department.

0335 CONTRACT SECURITY

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

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

0336 ADDITIONAL OR SUBSTITUTE BOND

If at any time the Owner for justifiable cause shall be or become dissatisfied with any Surety or Sureties, then upon the Construction Performance or Payment Bonds, the Design-Builder shall within five (5) days after notice from the Owner to do so, substitute an acceptable bond (*or bonds*) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Design-Builder. No further payments

shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.

0337 LIEN

Neither the final payment nor any part of the retained percentage will become due until the Design-Builder, if required, shall furnish the Owner a complete release from any liens which may arise out of this contract, or receipts in full in lieu thereof, and if required in either case, an affidavit that insofar as he has knowledge or information, the release and receipts include all materials, for which a lien might be filed. The Design-Builder may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify it against any lien. If a lien shall remain unsatisfied after all payments are made, then the Design-Builder shall refund to the Owner all monies which the latter may be compelled to pay in discharging such lien, including all incidental costs and attorney's fees.

0338 ASSIGNMENTS

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

0339 MUTUAL RESPONSIBILITY OF CONTRACTORS

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

0340 COORDINATION WITH OTHER CONTRACTORS

The Design-Builder shall coordinate his operations with those of other contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Design-Builder, including his Subcontractors shall keep informed of the progress and the detail work of other Contractors and shall notify the Owner immediately of lack of progress or defective

workmanship on the part of other contractors. Failure of a contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

0341 SUBCONTRACTING

The Design-Builder shall utilize the service of specialty subcontractor on those parts of the work which, under normal contracting practices, are performed by specialty Subcontractors. Provided - that if the Owner shall determine that the specialty work in question has been customarily performed by the Design-Builder's own organization and that such organization is presently competent to perform such work, the Design-Builder shall be permitted to do so. Provided, further - that if the Owner shall determine that the performance of any specialty work by specialty Subcontractors will result in materially increased costs or inordinate delays, the requirements of this paragraph shall not apply.

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

0342 USE OF PREMISES AND REMOVAL OF DEBRIS

The Design-Builder expressly undertakes at his own expense:

- 0342.01 To take every precaution against injuries to persons or damage to property;

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

0343 QUANTITIES OF ESTIMATE

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

0344 RIGHTS-OF-WAY AND SUSPENSION OF WORK

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

0345 GUARANTY

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

0345.02 Neither the final certificate of payment nor any provision in the contract documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Design-Builder of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

0346 CONFLICTING CONDITIONS

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

0347 NOTICE AND SERVICE THEREOF

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

0348 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

0349 SUSPENSION OF WORK

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

writing.

0350 PROTECTION AND RESTORATION OF PROPERTY

- 0350.01 The Design-Builder shall not enter upon private property for any purpose without first obtaining permission, and he shall use every precaution necessary to prevent damage or injury to any public or private property, trees, fences, monuments, underground structures, etc., on and adjacent to the site of the work. He shall protect carefully, from disturbance or damage, all land monuments and property marks until an authorized agent has witnessed or otherwise referenced their location, and shall not remove them until directed.
- 0350.02 Except as specifically provided in the Contract Documents, the Design-Builder shall not do any work that would affect any railway track, pipeline, telephone, telegraph, or electric or transmission line, or other structure nor enter upon the right-of-way or other lands appurtenant thereto, until authority therefore has been secured from the proper parties. The Design-Builder shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference, or delay resulting from his requirement, except as specifically provided in the contract.
- 0350.03 The Design-Builder shall be responsible for all damage or injury to property of any character resulting from any act, omission, neglect, or misconduct in his manner or method of executing said work, or due to his nonexecution of said work, or at any time due to defective work or materials, and he shall not be released from said responsibility until the work shall have been completed and accepted.
- 0350.04 When or where any direct or indirect damage or injury is done to public or private property by, or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof on the part of the Design-Builder, he shall restore at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring, as may be directed, or he shall make good such damage or injury in an acceptable manner.

0351 RESPONSIBILITY FOR DAMAGE CLAIMS

The Design-Builder shall be responsible for all injury or damage of any kind resulting from his work, to persons or property. The Design-Builder hereby assumes the obligation to indemnify and save harmless the Owner including associates, agents and representatives, from every expense, liability, or payment arising out of or through injury to any person or persons including death and loss

of services, or damage to property, regardless of who may be the Owner of the property, suffered through any cause whatsoever in the construction work involved in the contract and to defend on their behalf any suit brought against them arising from any such cause.

0352 INTEREST OF FEDERAL, STATE OR LOCAL OFFICIALS

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

0353 OTHER PROHIBITED INTERESTS

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

0354 USE OF CHEMICALS

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

0355 MAINTENANCE OF TRAFFIC

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

0356 ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by the Design-Builder of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Design-Builder for all

things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Design-Builder or his sureties from any obligations under this contract or the Construction Performance and Payment Bond.

0357 OWNER'S RIGHT TO SUSPEND WORK

The Owner shall have the authority to suspend the work, wholly or in part as he may deem necessary because of conditions unsuitable for proper prosecution of the work or failure on the part of the Design-Builder to carry out the provisions or to meet the specified requirements. The Design-Builder shall not suspend operations without the Owner's permission.

0358 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

0358.01 It is hereby understood and mutually agreed, by and between the Design-Builder and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced, as to the Design Phase, immediately following formal issuance of Notice to Proceed, and as to the Construction Phase, immediately upon the Design-Builder's receipt of all permitting.

0358.02 The Design-Builder agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Design-Builder and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

0358.03 If the said Design-Builder shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Design-Builder does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Design-Builder shall be in default after the time stipulated in the contract for completing the work.

0358.04 The said amount is fixed and agreed upon by and between the Design-

Builder and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

0358.05 It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where, under the contract, an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Design-Builder shall not be charged with liquidated damages or any excess cost when the Owner determines that the Design-Builder is without fault and the Design-Builder's reasons for the time extension are acceptable to the Owner; provided, further, that the Design-Builder shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

0358.05.1 To any preference, priority or allocation order duly issued by the Government;

0358.05.2 To unforeseeable cause beyond the control and without the fault or negligence of the Design-Builder, including but not restricted to, permitting delays, acts of God, or of the public enemy, acts of the Owner, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather

0358.06 Provided, further, that the Design-Builder shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay, and notify the Design-Builder within a reasonable time of its decision in this matter.

..... END OF SECTION

AFFIDAVIT FOR FINAL PAYMENT AND RELEASE OF LIENS

STATE OF: _____

COUNTY OF: _____

FROM: _____ (Design-Builder)

TO: CITY OF DALTON, GEORGIA (Owner)

RE: Contract entered into the ____ day of _____, _____ between the above mentioned parties for the construction of the project entitled VALLEY DRIVE CHANNEL STABILIZATION PROJECT

KNOW ALL MEN BY THESE PRESENTS:

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

SIGNED: _____ (SEAL)

BY: _____

TITLE: _____

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

This ____ day of _____, _____.

Notary Public: _____ SEAL

My Commission Expires: _____,

_____ County,

SECTION 0400 – GENERAL NOTES

1. THE DATA, TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS/BID PACKAGE, OR IN ANY WAY INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED UPON FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS. HOWEVER, THE SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED AND DO NOT BIND THE CITY OF DALTON IN ANY WAY. THE ATTENTION OF THE BIDDER IS SPECIFICALLY DIRECTED TO GEORGIA DEPARTMENT OF TRANSPORTATION SPECIFICATION SECTIONS 102.04, 102.05, AND 104.03 OF THE SPECIFICATIONS.
2. ALL WORK ASSOCIATED WITH THIS CONTRACT SHALL BE DONE IN ACCORDANCE WITH THE MOST CURRENT GEORGIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, SPECIAL PROVISIONS, CONSTRUCTION DETAILS, AND THE DESIGN DOCUMENTS GENERATED BY THE DESIGN-BUILDER'S DESIGN PROFESSIONAL AND APPROVED BY THE OWNER, SUCH DOCUMENTS, AT THE TIME OF THEIR APPROVAL, SHALL BE INCORPORATED HERE BY REFERENCE.
3. THE DESIGN BUILDER SHALL PROVIDE POSITIVE DRAINAGE (WHERE APPLICABLE) SUCH THAT WATER DOES NOT POND ON FINISHED SURFACES.
4. THE DESIGN BUILDER SHALL BE RESPONSIBLE FOR MAINTAINING ALL DRAINAGE STRUCTURES WITHIN THE LIMITS OF THE PROJECT THROUGHOUT THE DURATION OF THE PROJECT. ANY DEBRIS THAT GOES INTO DRAINAGE STRUCTURES SHALL BE CLEANED OUT BY THE DESIGN BUILDER AT NO ADDITIONAL COST TO THE CITY.
5. TRAFFIC CONTROL SHALL BE PERFORMED IN ACCORDANCE WITH PART 6 OF THE 2009 MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS. A CERTIFIED FLAGGER WILL BE REQUIRED FOR THIS PROJECT.
6. THE DESIGN BUILDER WILL BE RESPONSIBLE FOR COORDINATING WITH DALTON UTILITIES AND OTHER UTILITY AGENCIES FOR THE COORDINATION AND ADJUSTMENTS (IF APPLICABLE) OF ALL UTILITIES LOCATED WITHIN THE PROJECT LIMITS.
7. DESIGN BUILDER IS REQUIRED TO CALL GA 811 OR FILE ONLINE A UTILITY LOCATE REQUEST PRIOR TO COMMENCING WORK AND MAINTAIN ACTIVE LOCATE FOR THE DURATION OF THE PROJECT.
8. TIME OF WORK RESTRICTIONS – NO WORK SHALL BE PERFORMED BETWEEN THE HOURS OF 6:00 PM AND 7:00 AM. DAMAGES FOR FAILURE TO OBSERVE TIME OF WORK RESTRICTIONS SHALL BE ASSESSED TO THE DESIGN BUILDER AT THE RATE OF \$200 PER HOUR.

9. IF AN NOI IS REQUIRED FOR THIS PROJECT, DESIGN BUILDER SHALL OBTAIN NOI AND MAINTAIN NPDES INSPECTIONS AS REQUIRED BY THE STATE OF GEORGIA. A GSWCC CERTIFIED PERSONNEL BLUE CARD HOLDER MUST BE PRESENT ON SITE AT ALL TIMES TO REPRESENT THE DESIGN BUILDER.
10. ALL PERMITTING IS REQUIRED TO BE OBTAINED BY DESIGN BUILDER. A GSWCC CERTIFIED PERSONNEL BLUE CARD HOLDER MUST BE PRESENT ON SITE AT ALL TIMES TO REPRESENT THE DESIGN BUILDER.
11. COORDINATION OF PROJECT WITH OWNERS – DESIGN BUILDER SHALL CONTINUOUSLY MAKE A GOOD FAITH EFFORT TO COORDINATE WORK ACTIVITIES WITH THE ADJACENT PROPERTY OWNERS AFFECTED BY THE PROJECT.

CONTRACT ADDENDUM

ADDENDA NO.: 001

DATE ISSUED: June 9, 2023

BID DATE: Thursday, July 6, 2023

BID TIME: 2 PM ET

BID LOCATION: City of Dalton Finance Department

CONTRACTOR ACTION:

1. Acknowledge receipt of this addendum by writing in "Addenda No. 1" on page 0200-3 of bid proposal.
2. Replace 'Bid Bond Form' included in Addenda No. 1 in place of bid form located within the original request for proposals advertised on the City's website. This addition to Addenda No. 1 has been added due to the official name of the project on the original bid form being incorrect.

INTERPRETATIONS:

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

1. Is a surveyor's seal acceptable for final as-built plan submittal?
 - a. The as-built submittal must be stamped by a Registered Land Surveyor with the State of Georgia.
2. Is an engineer's seal acceptable for final as-built plan submittal?
 - a. The as-built submittal stamped by a Registered Land Surveyor with the State of Georgia.
3. Who will be responsible for design and construction coordination between the stormwater project and stream work?
 - a. The Public Works Project Manager shall handle coordination between the two projects. This being said, for the purposes of the proposal submission, all proposers shall account for this location as assuming that the channel stabilization shall be tie-in to existing conditions where the bypass design outfall will be located.
4. Whose name will the permits be filed under?
 - a. The Contractor responsible for construction shall be required to file under it's associated name for all permits related to limits of the project.
5. What does the city want the contractor to do with the roof drainage pipes tying into the stream from residential lots? Are they currently active?
 - a. Contractor is to assume all roof drains discovered during any site visits are currently active, and need to be accounted for within the channel stabilization design.
6. Does the City have a site to dispose of excess cut/dirt, trash or debris? Or will the disposal be the responsibility of the contractor?
 - a. The location for disposal of all spoils exported within the project limits is the contractor's responsibility to determine.

7. Will the City coordinate and replace the homeowner's fence and retaining wall currently found on the streambank?
 - a. The City shall assume responsibility for coordinating replacement of private perimeter fences with the respective property owners. The brick headwall located on private property along the property boundaries of 705 and 707 Valley Drive will be accounted for within the design of the Franklin St / Valley Drive stormwater bypass system currently under design by the engineering consultant Arcadis. Furthermore, and elements of the channel stabilization within the limits of GDOT right-of-way shall be the sole responsibility of the contractor performing the channel stabilization specified within this request for proposals.
8. Which construction easements are currently secured, and which are pending? Can you provide a map or extents or easements already secured?
 - a. Please refer to page 6 of 8 of this addendum for a visual overview of easements associated with this project.
9. What is the duration of the easements? Can the easement language be provided to the bidding contractors?
 - a. The duration of the temporary construction easements is extended through the 365-calendar day period. To avoid delivering incomplete or incorrect documentation pertaining to easement language, easement language will not be provided until all are fully executed by Grantor and Grantee.
10. Does the City have recommendations on a construction staging area?
 - a. The recommended construction staging area is the wooded area along eastern side of the channel where a construction easement will be obtained for construction. Please refer to page 6 of 8 within issued addendum no. 001 for further location details.
11. Can the City provide survey control points and/or coordinate system?
 - a. The coordinate system used for the control points is the following:
Georgia State Planes NAD83-GA West Ft
EPSG Code: 2240
 - b. Control points from Valley Drive survey will be provided. Bidding contractor shall not assume the control point accuracy is adequate for this project.
12. Can you provide the contact information of the engineer doing the stormwater improvement work at the upstream limits of the project?
 - a. The Principal Engineer overseeing the stormwater bypass design from Arcadis is Rich Greuel.
Phone: +1(770) 384 – 6574
Email: Rich.Greuel@arcadis.com
13. When will the elevations of the stormwater conveyance entering into the start of the stream restoration project be finalized? Will those be provided to the bidding contractor?
 - a. The City has begun working on the project design in question, but is awaiting survey information that may affect the design. As such, it is anticipated that the design elevations will be determined after the bid. The engineer envisions that the infrastructure in the area will consist of a large "U" shaped headwall that will tie the proposed pipe and the existing in-line pipe together. The invert of the headwall is anticipated to be at or very close to the existing channel invert.
14. Who will be responsible for fixing the scour around the DOT culvert under Walnut Ave?
 - a. The awarded proposer shall be responsible for any work required by GDOT for completing the scope of work described within the request for proposals.
15. Can the City provide a draft / sample contract?

-
- a. Please refer to the contract documents included within the 'Prater Alley Stormwater Detention Project' located on the City's website for the verbiage that the design build contract is based from. The Design Build contract document is currently under review by the City Attorney, and will be provided within the published addenda no. 2 on June 23rd, 2023.
 - b. Link to Contract Example: <https://www.daltonga.gov/publicworks/page/request-bids-prater-alley-stormwater-detention-project>
 16. Regarding the Erosion Insurance Coverage: What is the warranty period? What is extended monitoring?
 - a. The warranty period would be for one year. This is being addressed in addendum #1 as warranty period was not stated. Extended monitoring is not mentioned, assuming this is relative to the extended reporting period. The Contractors Pollution Liability or "erosion insurance coverage" should cover the one year warranty period.
 17. Define what "Erosion" is?
 - a. Assuming this is relative to the erosion insurance coverage, or Contractors Pollution Liability Insurance, erosion would be coupled with erosion control, and should be covering silt, soil or sedimentation that would leave the limits of disturbance that may result in cleanup, bodily injury or property damage.
 18. What do you want completed by the end of the 365 day clock?
 - a. All elements encompassing 'final' and 'substantial' completion are to be reached by the end of 365 calendar days following the notice to proceed given by the Public Works Department Project Manager. To elaborate further, all contractor's physical site work (construction & necessary clean up) is totally completed by the end of 365 calendar days.
 19. Is there an existing Utility Survey? If so, can it be provided to the bidding contractors?
 - a. It is the awarded contractor's responsibility for obtaining surveys necessary for completion of the scope of work described within the project's request for proposals documentation found on the City's website.
 20. Who coordinates relocation of electrical wires for construction access from Walnut Ave?
 - a. Although the Public Work's staff will assist with coordination where deemed necessary with local utility providers (i.e. Dalton Utilities, Charter, Windstream), the Contractor shall be solely responsible for ensuring coordination with all utility providers is performed in a manner that does not impact the completion of the work within the 365-calendar day completion requirement. Contractor shall be solely responsible for handling any and all coordination necessary for completion of the project with the Georgia Department of Transportation right-of-way.
 21. Does the City of Dalton have any tree ordinances / tree survey requirements we need to comply with?
 - a. The Contractor shall coordinate with City Arborist (Public Works) any and all elements pertaining to trees within the limits of work prior to removal, or alteration / modification to existing trees within the limits of disturbance. Contractor shall make every effort to save specimen trees, but no tree ordinances / survey will be in effect for this project.
 22. Can the trees currently stockpiled on the lot be utilized by the winning firm?
 - a. All lumber from trees already cut that are stockpiled on site are allowed to be utilized within the project as seen fit by the contractor.
 23. What type of re-planting / stabilization is required in areas disturbed by construction? Is re-planting a forested riparian buffer required?
 - a. This will need to be coordinated between the permitting agencies and the homeowners.
-

-
24. Who coordinates access from Walnut Ave with Georgia DOT? Who is responsible for traffic control?
- a. The awarded proposer shall be responsible for any and all coordination with GDOT for encroachment into their right of way, and any associated traffic control elements required for permitting of a GDOT encroachment associated with this project.
25. Has there been a cultural resource survey conducted? If so, can that be provided to the bidding contractors?
- a. No cultural resource surveys have been conducted in this location, nor are intended to be by the City as of issuance of this addendum. Any surveys deemed necessary by the proposer to complete the specified scope of work for this request for proposals.
26. Has there been a threatened and endangered survey conducted? If so, can that be provided to the bidding contractors?
- a. No threatened and endangered surveys have been conducted in this location, nor are intended to be by the City as of issuance of this addendum. Any surveys deemed necessary by the proposer to complete the specified scope of work for this request for proposals shall be incorporated within the RFP submission by the associated proposers.
27. Has there been a wetland / stream delineation conducted? If so, can that be provided to the bidding contractors?
- a. No wetland / stream delineations have been documented within the limits of the project have been conducted by the City. For information pertaining to the classification of the stream, please contact Chris Hester from Whitfield County whose contact information is listed below. It is however, stated in the RFP package that the tributary associated with this project has been ruled as a perennial stream, and proposers shall account for any and all impacts that this may cause for this project within their respective proposal submissions.
- Chris Hester, Whitfield County Stormwater Coordinator
Phone: (706) 281-1768
Email: chester@whitfieldcountyga.gov

BY:

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

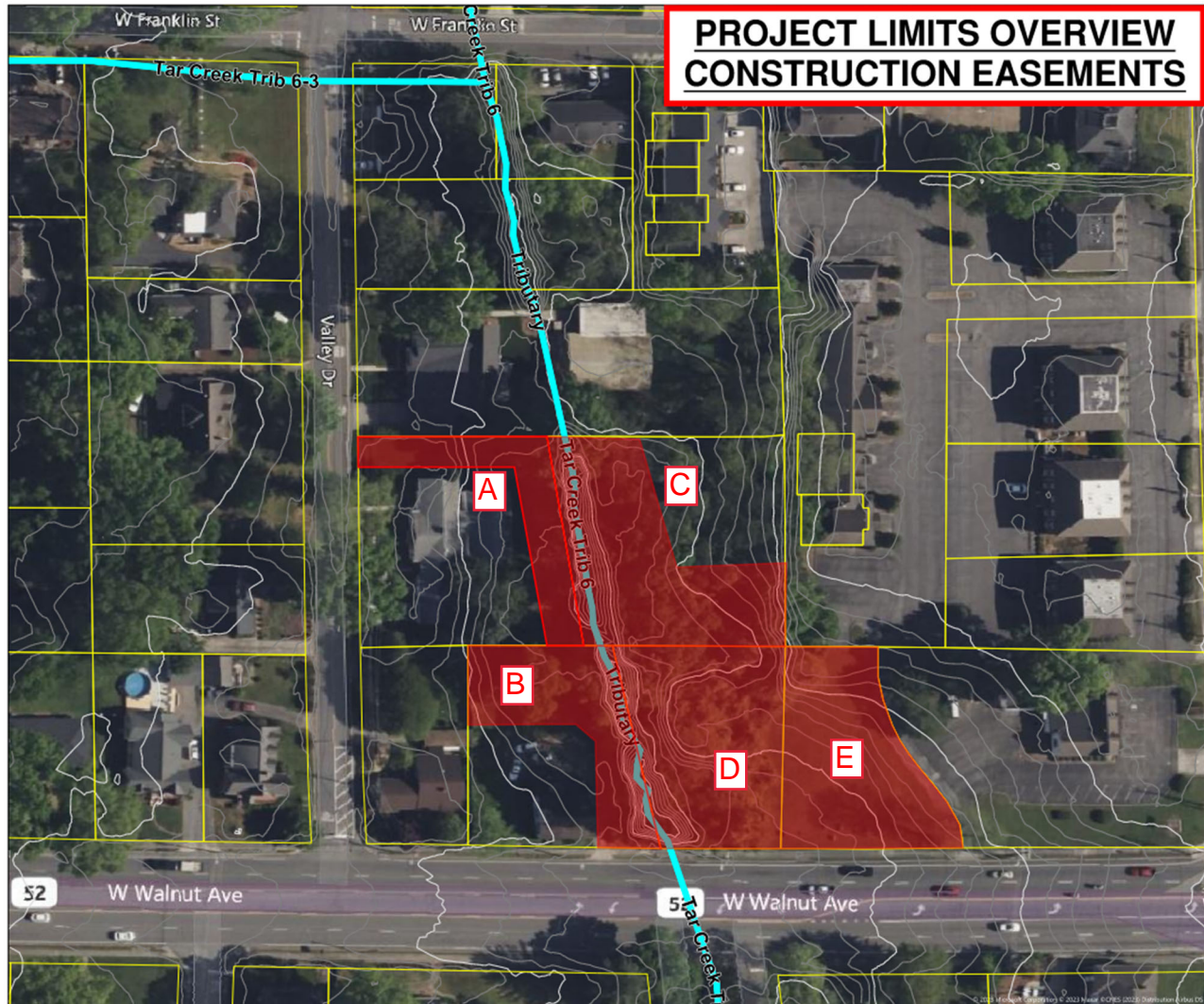
PROJECT PLAN HOLDER'S LIST

City of Dalton Public Works Department
Mandatory Pre-Proposal Meeting Sign-In Sheet - VALLEY DRIVE CHANNEL STABILIZATION PROJECT
Monday, May 22, 2023 - 9:00 AM

Sign-In Sheet

Name	Company	Phone	Email (Project Addenda will be sent to this address)
THAD PADGETT	HGS, LLC DBA RES CONSTRUCTION ENR OR CO.	706 540 2055	TPADGETT@RES.US
ANTHONY BRAIS	" "	716-548-7825	ABRAIS@RES.US
Gen Behrend	" "	404-499-6242	gbehrend@res.us
Jared Cassett	West Cobb Contractors	678-293-9053	westcobbwaste@gmail.com
JEANNY DEAN	LAND 2 WATER SERVICES	678-525-3764	LAND2WATERSERVICES@GMAIL.COM
Chad Townsend	City of Dalton PW	706-278-7077	ctownsend@daltonga.gov
Chris Hester	Whitfield Co SW	706-876-2512	chester@whitfieldcountyga.com
BUCK AITSCHUL	ARMOURCO	678-794-9396	buck@armourco.com
Jorge Campos	City of Dalton PW	706-278-7077	jcampos@daltonga.gov
Jackson Sheppard	City of Dalton PW - PM	706-278-7077	jsheppard@daltonga.gov

EASTMENT LOCATIONS & RECOMMENDED CONSTRUCTION STAGING AREA



- (A) – Construction Easement Obtained
- (B) – Construction Easement Pending Design Review
- (C) – Construction Easement Pending, Recommended Material Staging Area
- (D) – Construction Easement Pending, Recommended Material Staging Area
- (E) – Construction Easement Pending, Recommended Material Staging Area

BID BOND
(Five Percent of Bid)

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

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

as Principal and _____

as Surety, are hereby held and firmly bound unto the CITY OF DALTON, GEORGIA as

Owner in the penal sum of _____

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

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

successors and assigns.

Signed this _____ day of _____, _____.

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

VALLEY DRIVE CHANNEL STABILIZATION PROJECT REQUEST FOR PROPOSALS

NOW, THEREFORE,

- (a) If said bid shall be rejected or in the alternate,
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (*properly completed in accordance with said bid*) and shall furnish a bond for his faithful performance of

BID BOND
(Continued)

said contract and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void; otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

Witness As To Principal

Principal

By _____ SEAL

Witness As To Surety

Surety

Address

By _____ SEAL
Attorney-in-Fact

CONTRACT ADDENDUM

ADDENDA NO.: 002

DATE ISSUED: June 23, 2023

BID DATE: Thursday, July 6, 2023

BID TIME: 2 PM ET

BID LOCATION: City of Dalton Finance Department

CONTRACTOR ACTION:

1. Acknowledge receipt of this addendum by writing in "Addenda No. 2" on page 0200-3 of bid proposal.
2. (Repeated Action from Addenda No. 001) Replace 'Bid Bond Form' included in Addenda No. 1 in place of bid form located within the original request for proposals advertised on the City's website. This addition to Addenda No. 1 has been added due to the official name of the project on the original bid form being incorrect.

INTERPRETATIONS:

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

1. Can the City provide survey control points and/or coordinate system?
 - a. ***FOLLOW UP*** The Public Works Department is still working on obtaining the control points from the firm that conducted the field surveys for the stormwater bypass design, and will be provided as soon as made available. PLEASE REFER TO PUBLISHED ADDENDUM NO. 1 FOR ADDITIONAL RESPONSES TO THIS INQUIRY.
2. Can the City provide a draft / sample contract?
 - a. ***FOLLOW UP*** The Contract Documents for this project are currently under review still by the City Attorney's office, and is anticipated to be finalized during the week of the 26th of June. A third addendum shall be published containing the finalized contract documents for this project. Furthermore, upon further consideration regarding the delay in providing the requested contract documents, adjustments to the proposal submittal deadline shall be made to extend the submission deadline to account for additional time to review the contents within Addendum No. 3, and will encompass accommodating a third and final round of questions that are produced by those in attendance of the mandatory pre-RFP meeting as a result of the contents contained within published Addendum No. 3. All corresponding time windows pertaining to the response provided above will be included within Addendum No. 3. PLEASE REFER TO PUBLISHED ADDENDUM NO. 1 FOR ADDITIONAL RESPONSES TO THIS INQUIRY.

BY:

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

CONTRACT ADDENDUM

ADDENDA NO.: 003

DATE ISSUED: June 30, 2023

BID DATE: Postponed – See Contract Procurement Announcement

BID TIME: 2 PM ET

BID LOCATION: City of Dalton Finance Department

CONTRACTOR ACTION:

1. Acknowledge receipt of this addendum by writing in "Addenda No. 3" on page 0200-3 of bid proposal.
2. Replace 'Bid Bond Form' included in Addenda No. 1 in place of bid form located within the original request for proposals advertised on the City's website. This addition to Addenda No. 1 has been added due to the official name of the project on the original bid form being incorrect.

Contract Procurement Announcement

1. Given that the contract documents are still unavailable for release from the City Attorney's office, the bid date shall be postponed to until June 20th at 2 PM EST. If the release of the contract documents is delayed beyond the week of July 3rd, this may be extended further to increase the time for bidder's review prior to the opening date.

BY:

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

CONTRACT ADDENDUM

ADDENDA NO.: 004

DATE ISSUED: July 5th, 2023

BID DATE: Thursday, July 20th, 2023

BID TIME: 2 PM ET

BID LOCATION: City of Dalton Finance Department

CONTRACTOR ACTION:

Addenda No. 001 Contractor Action

1. Acknowledge receipt of this addendum by writing in "Addenda No. 1" on page 0200-3 of bid proposal.
2. Replace 'Bid Bond Form' included in Addenda No. 1 in place of bid form located within the original request for proposals advertised on the City's website. This addition to Addenda No. 1 has been added due to the official name of the project on the original bid form being incorrect.

Addenda No. 002 Contractor Action

1. Acknowledge receipt of this addendum by writing in "Addenda No. 2" on page 0200-3 of bid proposal.
2. (Repeated Action from Addenda No. 001) Replace 'Bid Bond Form' included in Addenda No. 1 in place of bid form located within the original request for proposals advertised on the City's website. This addition to Addenda No. 1 has been added due to the official name of the project on the original bid form being incorrect.

Addenda No. 003 Contractor Action

1. Acknowledge receipt of this addendum by writing in "Addenda No. 3" on page 0200-3 of bid proposal.
2. Replace 'Bid Bond Form' included in Addenda No. 1 in place of bid form located within the original request for proposals advertised on the City's website. This addition to Addenda No. 1 has been added due to the official name of the project on the original bid form being incorrect.

Addenda No. 004 Contractor Action

1. Acknowledge receipt of this addendum by writing in "Addenda No. 4" on page 0200-3 of bid proposal.
2. Replace 'Bid Bond Form' included in Addenda No. 1 in place of bid form located within the original request for proposals advertised on the City's website. This addition to Addenda No. 1 has been added due to the official name of the project on the original bid form being incorrect.
3. Please Submit Complete Proposal Package by 2:00PM on July 20th, 2023.

ADDENDA CLARIFICATIONS:

1. Addenda No. 003 published on June 30th, 2023 contained an incorrect date for the revised proposal submission deadline date. The correct proposal submission deadline is Thursday, July 20th at 2:00 PM.

CONTRACT PROCUREMENT ANNOUNCEMENT:

1. The Proposal submission deadline has been extended to Thursday, July 20th 2023 at 2:00 PM.
2. One **FINAL** round of questions will be accepted for any inquiries regarding the contents of published Addenda no. 004 until Tuesday, July 11th by 4:00PM. The final addenda will be issued by end of day on Wednesday, July 12th to address any inquires submitted by the aforementioned deadline.
3. The **Draft** contract documents associated with this request for proposals has been included as Exhibit 'A' within this addendum. Exhibit 'A' is watermarked as a DRAFT, and prospective proposers are to assume that contract documents included within said Exhibit are subject to additions, deletions, or corrections prior to contract award. All required documents associated with the proposal submissions that are to be considered for purposes of scoring by the City of Dalton are included within the original Request for Proposals document except the revised 'Bid Bond Form' included within published Addenda No. 002.

BY:

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

Exhibit ‘A’
Draft Contract
Documents

SECTION 0100 – INFORMATION FOR PROPOSERS

0101 RECEIPT AND OPENING OF PROPOSALS

The CITY OF DALTON, GEORGIA (*hereinafter called the Owner*), invites proposals on the form attached hereto, all blanks of which must be appropriately filled in. Proposals will be received by the Owner at the CITY OF DALTON FINANCE DEPARTMENT 300 W. WAUGH STREET, DALTON, GEORGIA 30722 until JULY 20TH , 2023 AT 2:00 PM and then at said office publicly opened and read aloud. The envelope containing the proposals must be sealed and designated as the proposal for the construction of the project entitled:

VALLEY DRIVE CHANNEL STABILIZATION PROJECT REQUEST FOR PROPOSALS

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

0102 PREPARATION OF PROPOSAL

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

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

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

0103 ELECTRONIC MAIL MODIFICATION

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

0104 QUALIFICATIONS OF PROPOSERS

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

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

0105 BID SECURITY

Each proposal must be accompanied by a certified check or bid bond prepared on the form of bid bond attached hereto, duly executed by the proposer as principal and having as surety thereon a surety company approved by the Owner, in the amount of five (5)% of the bid. Such certified checks or bid bonds will be returned to all except the three lowest proposers within three days after the opening of proposals, and the remaining certified checks or bid bonds will be returned

promptly after the Owner and the accepted proposer have executed the contracts, or, if no award has been made within 60 days after the date of the opening of proposals, upon demand of the proposer at any time thereafter, so long as he has not been notified of the acceptance of his proposal.

0106 LIQUIDATED DAMAGES AND FAILURE TO ENTER INTO CONTRACT

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

0107 TIME OF COMPLETION AND LIQUIDATED DAMAGES

Proposer must agree to commence work on the Design Phase and complete the project by respective dates proscribed in the Contract. Proposers must agree also to pay as liquidated damages the sum of \$300.00 per each consecutive calendar day thereafter. Upon completion of the Design Phase, and acceptance of the design documents by the Owner, the Owner shall deliver a "Notice to Proceed" with the construction phase.

0108 CONDITION OF WORK

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

0109 ADDENDA AND INTERPRETATIONS

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

Every request for such interpretation should be in writing addressed to City of Dalton Public Works, P.O. Box 1205, Dalton, Georgia 30722 or by email to Jackson Sheppard (jshppard@daltonga.gov) and to be given consideration must be received by the question's deadline of 5:00 PM July 11th, 2023. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, which, will be emailed to all prospective proposers. Failure of any proposer to receive any such addendum or interpretations shall not relieve such proposer from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

0110 SECURITY FOR FAITHFUL PERFORMANCE

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

0111 POWER OF ATTORNEY

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

0112 NOTICE OF SPECIAL CONDITIONS

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

0113 LAWS AND REGULATIONS

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

0114 METHOD OF AWARD

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

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

0115 OBLIGATION OF PROPOSER

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

0116 CORRELATION AND INTENT OF DOCUMENTS

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

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

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

0117 CLAIMS

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

0118 ORDER OF WORK

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

0119 SUBCONTRACTS

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

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

0120 TIMELY EXECUTION

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

0121 SALES TAX NOTICE

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

..... END OF SECTION

SECTION 0200 – BID PROPOSAL

BID BOND
(Five Percent of Bid)

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

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

as Principal and _____

as Surety, are hereby held and firmly bound unto the CITY OF DALTON, GEORGIA as

Owner in the penal sum of _____

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

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

Signed this _____ day of _____, _____.

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

VALLEY DRIVE CHANNEL STABILIZATION PROJECT REQUEST FOR PROPOSALS

NOW, THEREFORE,

- (a) If said bid shall be rejected or in the alternate,
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (*properly completed in accordance with said bid*) and shall furnish a bond for his faithful performance of

BID BOND
(Continued)

said contract and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void; otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

Witness As To Principal

Principal

By _____ SEAL

Witness As To Surety

Surety

Address

By _____ SEAL
Attorney-in-Fact

BID PROPOSAL

Place _____

Date _____

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

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

Gentlemen:

The Proposer in compliance with your invitation for bids for the construction of the VALLEY DRIVE CHANNEL STABILIZATION PROJECT REQUEST FOR PROPOSALS having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under this contract, of which this proposal is a part.

Proposer hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 365 Calendar Days following "Notice to Proceed". Proposer further agrees to pay as liquidated damages the sum of \$300.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions under "Time of Completion and Liquidated Damages."

Proposer acknowledges receipt of the following addenda:

*Strike out inapplicable terms

BID PROPOSAL
(Continued)

Amount shall be shown in figures.

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

Proposer understands that the Owner reserves the right to reject any or all proposals and to waive any informalities in the proposing.

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

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

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

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

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

BID PROPOSAL
(Continued)

Dated at:

The ____ day of _____, ____

Principal

By _____ SEAL

DRAFT

CONSTRUCTION PAYMENT BOND

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

CONTRACTOR (*Name and Address*):

OWNER (*Name and Address*):

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

CONSTRUCTION CONTRACT:

Date: _____

Amount: _____

Description (*Name and location*):

Valley Drive Channel Stabilization Project Request for Proposals

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

BOND:

Date: _____

Amount: _____

Bond Number: _____

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner and for the use and protection of all subcontractors and persons supplying labor, materials, machinery, and

CONSTRUCTION PAYMENT BOND
(Continued)

equipment in the prosecution of the Work involved in this Construction Contract.

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

CONSTRUCTION PAYMENT BOND
(Continued)

to the Surety (*at the address described in Paragraph 12*) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1. Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and that basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action on this bond shall be instituted by a Claimant after expiration of one (1) year from the completion of the contract and the acceptance of the work by the public entity responsible therefor.

CONSTRUCTION PAYMENT BOND
(Continued)

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on this Bond.

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

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

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

CONTRACTOR AS PRINCIPAL

Company: _____

_____ (Corp. Seal)

Signature: _____

Name and Title: _____

SURETY

Company: _____

_____ (Corp. Seal)

Signature: _____

Name and Title: _____

DRAFT

CONSTRUCTION PERFORMANCE BOND

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

CONTRACTOR (*Name and Address*):

OWNER (*Name and Address*):

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

CONSTRUCTION CONTRACT:

Date: _____

Amount: _____

Description (*Name and location*):

Valley Drive Channel Stabilization Project Request for Proposals

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

BOND:

Date: _____

Amount: _____

Bond number: _____

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor

CONSTRUCTION PERFORMANCE BOND

(Continued)

shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

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

CONSTRUCTION PERFORMANCE BOND
(Continued)

- Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or
2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
- 6.1. The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2. Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time to the Construction Contract or to related subcontracts, purchase orders and other obligations.

CONSTRUCTION PERFORMANCE BOND
(Continued)

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

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

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

12. Definitions.

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

CONTRACTOR AS PRINCIPAL
Company: _____
_____ (Corp. Seal)

SURETY
Company: _____
_____ (Corp. Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

DRAFT

CONTRACT

THIS AGREEMENT made this the _____ day of _____, _____, by and between the CITY OF DALTON, GEORGIA, hereinafter called "Owner", and _____ a contractor doing business as an individual, a partnership, or a corporation* of the City of _____, County of _____, and State of _____ hereinafter called "Contractor" or "Design-Builder".

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

**VALLEY DRIVE CHANNEL STABILIZATION PROJECT
DALTON PROJECT NO. PW-2023-__-__**

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

The Project being bid as a "Design Build" project, the Design-Builder shall be charged with the design of the project in addition to the construction. Design-Builder shall engage the services of a qualified Design Professional who may be the Design-Builder, an employee of the Design-Builder, or the subcontractor of the Design-Builder.

Design-Builder:	Attention: Phone Number:
------------------------	-----------------------------

OWNER:	The City of Dalton, Georgia 300 W. Waugh Street Dalton, Georgia 30720 Owner's Representative: Jackson Sheppard Phone Number: 706-278-9500
DESIGN PROFESSIONAL:	Attention: Phone Number:

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

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

The Contract supersedes all prior negotiations, discussions, statements, and agreements between Owner and Design-Builder and constitutes the full, complete, and entire agreement between Owner and Design-Builder. There can be no changes to this Contract by oral means, by course of conduct of the parties, or by custom of the trade. No change to this Contract will be binding on either party unless such change is properly authorized, in writing, and in accordance with the terms of this Contract.

If any provision of this Contract, or the application thereof to any person or circumstance, is declared invalid or unenforceable to any extent, then the remainder of this Contract, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

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

ATTEST:

CITY OF DALTON, GEORGIA

City Clerk

By: _____ SEAL

Witness

Title

ATTEST:

Secretary

By: _____ SEAL

Witness

Title

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

Give proper title of each person executing contract.

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 20____

Notary Public
My Commission Expires:

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

SECTION 0300 - GENERAL CONDITIONS

0301 CONTRACT AND CONTRACT DOCUMENTS

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

0302 DEFINITIONS

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

- 0302.01 Contractor - A person, firm or corporation with whom the contract is made by the Owner.
- 0302.02 Contract Documents - The Contract Documents are composed of the Advertisement for Bids; Instructions to Bidders; Bid Package; Form of Proposal, General Conditions, Supplementary Conditions, Detail Specifications, Form of Contract, Form of Bond(s), Addenda and the drawings including all changes incorporated herein before their execution.
- 0302.03 Project Representative - Refers to the authorized representative of the Owner, who is assigned to the site or any part thereof.
- 0302.04 Owner - The party of the First Part in the accompanying Contract, and meaning the CITY OF DALTON, GEORGIA.
- 0302.05 Subcontractor - A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with the contractor for performance of a part of the work at the site.
- 0302.06 Work on (at) the Project - Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.
- 0302.07 Design-Builder – Another name for the Contractor. The person, company, or entity engaged by the Owner for the proposes of designing and building the Project.
- 0302.08 Design-Professional – The person, company, or entity engaged by the Design-Builder for the purposes of completing the design work necessary

for the project. A Design Professional shall have all of the qualifications and experience as is required by statute, code, ordinance or regulation to complete and certify the designs and drawings which they produce. May be the same person, company, or entity as the Design-Builder.

- 0302.09 Contract Price – The total compensation to the Design-Builder for performance of the Contract as initially stated in the Contract and modified by any subsequent Change Order.

0303 CORRELATION AND INTENT OF DOCUMENTS

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

- 0303.01 The intent of the documents is to describe all construction entailed in this project. The contractor will furnish all labor and materials, equipment, transportation, tools and appurtenances such as may be reasonably required under the terms of the contract to make each part of the work complete.

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

0304 MATERIALS, SERVICES AND FACILITIES

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

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

0305 DESIGN BUILDER'S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the Design-Builder or

by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Design-Builder warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims and/or encumbrances.

0306 MATERIALS FURNISHED BY THE DESIGN-BUILDER

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

0307 INSPECTION AND TESTING OF MATERIALS

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

0308 PATENTS

0308.01 The Design-Builder shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.

0308.02 License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the Owner and not by or through the Design-Builder.

0308.03 If the Design-Builder uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, arising from the use of such design, device, or materials or in any way involved in the work, the Design-Builder and/or his Sureties shall indemnify and save harmless the Owner of the project from all claims for infringement by the reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract and shall indemnify the Owner for any

cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

0309 SURVEYS, PERMITS AND REGULATIONS

0309.01 Unless otherwise expressly provided for in the Specifications, the Owner will furnish to the Design-Builder any control alignment and bench mark data from previous engineering surveys.

0309.02 The Design-Builder shall procure and pay all permits, licenses and approvals necessary for the execution of his contract. The Design-Builder shall comply with all laws, ordinances, rules, orders, and regulations relating to performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

0310 DESIGN-BUILDER'S OBLIGATIONS

0310.01 The Design-Builder, through a qualified Design Professional shall and will

0310.02 The Design-Builder shall and will, in good workmanlike manner do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the plans and drawings covered by this contract, any and all supplemental plans and drawings and in accordance with the directions of the Owner as given from time to time during the progress of the work. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required. He alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure of their improper construction, maintenance or operation.

0310.03 The Design-Builder shall observe, comply with and be subject to all terms, conditions, requirements, and limitations of the Contract and specifications and shall do, carry on, and complete the entire work to the satisfaction of the Owner.

0310.04 Design Builder shall be required to submit a design schedule in their proposal and notify Owner of any deviations therefrom from within 7 days of the deviation.

0310.05 Design Builder shall be required to submit a construction schedule, for all stages of the project through completion to the Owner prior to beginning construction services specified within awarded contract.

0311 DESIGN BUILDER'S RESPONSIBILITY

The Design-Builder shall be responsible for all material and work until they are finally accepted by the Owner and shall repair at his own expense any damage that they sustain before their final acceptance. The Design-Builder shall be responsible for all damages caused by him of whatever nature and must settle all claims arising from such damage without cost to the Owner; he shall act as defendant in, and bear the expense of each and every suit of any and every nature which may be brought against him or the Owner, by reason of, or connected with the work under the Contract. Should any claim arise, the Owner may hold back sufficient money to meet said claims or until the Design-Builder has satisfied the Owner that all claims against him as the result of his work have been adjusted. He must also show that there are no claims or liens whatsoever outstanding at the completion of his contract before final payment is made.

0312 WEATHER CONDITIONS

In the event of temporary suspension of work, or during inclement weather, or whenever the Owner shall direct, the Design-Builder will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Owner, any work or materials shall have been damaged or injured by reason of failure on the part of the Design-Builder or any of his subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Design-Builder.

0313 SAFETY PROVISIONS

0313.01 The Design-Builder shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (*PL 91-596*) and under Sec.107 of the Contract Work Hours and Safety Standards Act (*PL 91-54*).

0313.02 The Design-Builder shall be responsible for the Safety, efficiency and adequacy of his plant, appliances and methods, and for any damage which may result from their failure of their improper construction, maintenance and operation.

0313.03 The Design-Builder shall employ, when necessary, watchmen on the work and shall, when necessary, erect and maintain such strong and suitable barriers and such light as will effectually prevent the happening of any accident to health, limb or property.

0314 SANITARY PROVISIONS

The Design-Builder shall provide and maintain in a neat and sanitary condition

such accommodations for the use of his employees as may be necessary to comply with the regulations of the State Board of Health and all local ordinances. No nuisance will be permitted.

0315 PUBLIC CONVENIENCE AND SAFETY

Materials stored at the site of the work shall be so placed and the work shall, at all times, be so conducted as to cause no greater obstruction to traffic than is considered permissible by the Owner. No roadway shall be closed or opened except by express permission of the Owner and the Design-Builder's proper notification of local fire and police departments. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment and other hazards shall be guarded in accordance with the safety provisions of the manual of Accident Prevention in Construction, published by the Associated General Contractors of America to extent that such provisions are not in contravention of applicable laws.

0316 PROTECTION OF WORK AND PROPERTY - EMERGENCY

The Design-Builder shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Design-Builder shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract or by the Owner, or his duly authorized representative.

0316.01 In case of an emergency which threatens loss or injury of property, and/or safety of life, the Design-Builder will be allowed to act, without previous instructions from the Owner in a diligent manner. He shall notify the Owner immediately thereafter. Any claim for compensation by the Design-Builder due to such extra work shall be promptly submitted to the Owner for approval.

0316.02 Where the Design-Builder has not taken action but has notified the Owner of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Owner.

0316.03 The amount of reimbursement claimed by the Design-Builder on account of any emergency action shall be determined in the manner provided in Paragraph 0327 of the General Conditions.

0317 INSPECTION

The authorized representatives and agents of the Owner shall be permitted to observe all work, materials, payrolls, records of personnel, invoices of materials

and other relevant data and records.

0318 REPORTS, RECORDS AND DATA

The Design-Builder shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.

0319 SUPERINTENDENCE BY DESIGN-BUILDER

At the site of the work, the Design-Builder shall employ a construction superintendent or foreman who shall have full authority to act for the Design-Builder. It is understood that such representative shall be acceptable to the Owner and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Design-Builder's payroll.

0320 COMPETENT LABOR

0320.01 The Design-Builder shall employ only competent and skilled workers on the project. The Design-Builder shall have a competent superintendent or foreman present at all times when the work is in progress and with authority to receive orders and execute the work.

0320.02 The Design-Builder shall, upon demand from the Owner, immediately remove any superintendent, foreman or worker whom the Owner may consider incompetent or undesirable.

0321 CONSTRUCTION EQUIPMENT

The Design-Builder shall provide all necessary equipment in good repair for the expeditious construction of the work. Any equipment not adapted for the work, in such repair as to be dangerous to the project or workers, shall not be used.

0322 CHANGES IN THE WORK

0322.01 Without invalidating the Agreement, the Owner may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the Design-Builder will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Paragraph 0323. A Change Order signed by the Contractor indicates his agreement therewith.

- 0322.02 The Owner may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the Design-Builder believes that any Field Order authorized by the Owner entitles him to an increase in the Contract Price or extension of Contract Time, he shall inform the Owner in writing of the amount of increased price or time associated with the Field Order, and he shall include reference to appropriate contract documents supporting the basis for the claim, and he shall not proceed with the work in question until a written decision has been rendered by the Owner.
- 0322.03 Any changes or additional work performed by the Design-Builder without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency.
- 0322.04 It is the Design-Builder's responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The Design-Builder will furnish proof of such adjustment to the Owner.
- 0322.05 The term Change Order is defined as a written order to the Design-Builder signed by the Owner which authorizes a change in the work or the contract price or the contract time issued after execution of the Agreement.
- 0322.06 The Contract Price constitutes the total compensation payable to the Design-Builder for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Design-Builder shall be at his expense without changing the Contract Price, except where authorized by Change Order.

0323 CHANGE IN CONTRACT PRICE

- 0323.01 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
- 0323.01.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
- 0323.01.2 By mutual acceptance of a lump sum (*which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 0323.04.2.1*).
- 0323.01.3 On the basis of the Cost of the Work (*determined as provided in*

Paragraphs 0323.04 and 0323.05) plus a Contractor's Fee for overhead and profit (determined as provided in Paragraphs 0323.4 and 0323.05).

0323.02 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 0323.03.

0323.02.1 Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by Owner.

0323.02.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith.

0323.02.3 Payments made by Contractor to the Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such Bids to Owner who will then determine which Bids will be accepted.

0323.02.4 Costs of special consultants (*including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers, and accountants*) employed for services specifically related to the Work.

0323.02.5 Supplemental costs including the following:

0323.02.5.1 The proportion of necessary transportation, traveling and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

0323.02.5.2 Cost, including transportation and maintenance, of all materials,

supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of Contractor.

0323.02.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

0323.02.5.4 Sales, use or similar taxes related to the Work, and for which Contractor is liable, imposed by any governmental authority.

0323.02.5.5 Deposits lost for causes other than Contractor's negligence, royalty payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

0323.02.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by Contractor in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee.

0323.02.5.7 The cost of utilities, fuel and sanitary facilities at the site.

0323.02.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

0323.02.5.9 Cost of premiums for additional Bonds and Insurance required because of changes in the Work.

0323.03 The term Cost of the Work shall not include any of the following:

0323.03.1 Payroll costs and other compensation of Contractor's officers, executives, principals (*of partnership and sole proprietorships*), general managers, engineers, architects, estimators, lawyers,

auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 0323.02.1 - all of which are to be considered administrative costs covered by the Contractor's Fee.

0323.03.2 Expenses of Contractor's principal and branch offices other than his office at the site.

0323.03.3 Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

0323.03.4 Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

0323.03.5 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 0323.04.

0323.04 The Contractor's Fee which shall be allowed to Contractor for his overhead and profit shall be determined as follows:

0323.04.1 a mutually acceptable firm fixed price; or if none can be agreed upon.

0323.04.2 a fee based on the following percentages of the various portions of the Cost of the Work.

0323.04.2.1 for costs incurred under paragraphs 0323.02.1 and 0323.02.2, the Contractor's Fee shall be fifteen percent.

0323.04.2.2 for costs incurred under paragraph 0323.02.3, the Contractor's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to Contractor on account of overhead and profit of all Subcontractors shall be fifteen percent:

0323.04.2.3 no fee shall be payable on the basis of costs itemized under paragraphs 0323.02.4, 0323.02.5, and 0323.03;

0323.04.2.4 the amount of credit to be allowed by Contractor to Owner for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in Contractor's

Fee by an amount equal to ten percent of the net decrease; and

0323.04.2.5 when both additions and credits are involved in any one change, the adjustment in Contractor's Fee shall be computed on the basis of the net change in accordance with paragraphs 0323.04.2.1 through 0323.04.2.4, inclusive.

0323.05 Whenever the cost of any Work is to be determined pursuant to Paragraph 0323.02 or 0323.03. Contractor will submit in form acceptable to Owner an itemized cost breakdown together with supporting data.

0323.06 The Design-Builder Generally bares the risk of its cost deviating from the Contract Price. Therefore, the Design-Builder is generally prohibited from making a claim against Owner for an adjustment in the Contract Price subject to the following Exceptions:

0323.06.1 Design-Builder shall be entitled to an adjustment in Contract Price for Change Orders and Field Orders which materially impact the cost incurred by the Design-Builder

0323.06.2 Design-Builder shall be entitled to an adjustment in Contract Price for delays caused by the action or neglect of the Owner or the separate contractors of the Owner.

0323.06.3 Design-Builder shall be entitled to an adjustment in Contract Price for the discovery of unanticipated Hazardous Materials on the project site. Hazardous Materials shall have the same meaning as "Hazardous Waste" and "Hazardous Chemicals" in 42 USC § 6901 et seq. and any corresponding state or local regulation.

0323.06.4 Design-Builder shall be entitled to an adjustment in Contract Price if the worksite conditions are determined to be materially different than originally understood. The worksite conditions will be determined to be materially different than originally understood when a competent, and reasonably prudent Design-Builder would not have observed or reasonably anticipated the worksite condition after a diligent inspection of the worksite.

0324 CHANGE OF THE CONTRACT TIME

The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to Owner within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless Owner allows an additional period of time to ascertain more accurate data. Any change in the Contract Time resulting from any such

claim shall be incorporated in a Change Order.

0324.01 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefor as provided in Paragraph 0324. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by Owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

0324.02 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Paragraph 0324 shall not exclude recovery for damages (*including compensation for additional professional services*) for delay by either party.

0325 CORRECTION OF WORK

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the review of the Owner who shall be the final judge of the quality and suitability of the work, material, processes of manufacture and methods of construction for the purpose for which they are used. Should they fail to meet his approval, they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Engineer shall be equitable. It is not intended that the Engineer should be liable for the Contractor's performance of the work nor for safety during construction.

0326 EXISTING UNDERGROUND UTILITIES AND STRUCTURES

0326.01 The Owners and/or operators of private or public utilities shall have access to such utility at all times, for the installation, maintenance, adjustment, repair and operation of said utility. No extra compensation will be allowed because of the delay or interference caused by such work.

0326.02 Wherever existing utilities are encountered which conflict in actual position and location with the proposed work, the Contractor shall promptly notify the Owner for resolution of the conflict.

0326.03 The Contractor shall be solely and directly responsible to the Owner and/or other operator of such utility properties for any damage, injury, expense, loss, inconvenience or delay, or for any suits, actions, claims of any character brought on account of any injuries or damages which may result

from the carrying out of the work.

0327 SUBSURFACE CONDITIONS FOUND DIFFERENT

Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the plans or indicated in the specifications, he shall immediately give notice to the Owner of such conditions before they are disturbed. The Owner will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the plans or indicated in the specifications, he will at once make such changes in the plans and/or specifications as he may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 0323 of the General Conditions.

0328 CLAIMS FOR EXTRA WORK

No claim for extra work or cost shall be allowed unless the same was one in pursuance of a written order of the Owner and approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of Subparagraph 0322 of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

0329 RIGHT OF THE OWNER TO TERMINATE CONTRACT

In the event that any of the provisions of this contract are violated by the Contractor or by any of his Subcontractors, the Owner may serve written notice upon the Contractor and the surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the contract; provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site of the work and necessary therefor.

0330 TIME SCHEDULE AND PERIODIC ESTIMATES

0330.01 DESIGN PHASE - Immediately after execution and delivery of the contract,

and before the first partial payment is made, the Design-Builder shall deliver to the Owner an estimated Design progress schedule in form satisfactory to the Owner showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents, for the Design Phase and the anticipated amount of each monthly payment that will become due the Design Builder in accordance with the progress schedule. The Design-Builder shall also furnish on forms to be supplied by the Owner, (a) a detailed estimate giving a complete breakdown of the portion of Contract Price allocated to the Design Phase and (b) periodic itemized estimate of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract Price.

At the completion of the Design Phase, Design-Builder shall furnish all designs, plans, and drawings, along with certificates and proof of all bonds and insurance required by the contract documents, to the Owner for approval. The plans shall include a schedule for the construction phase of the project with a timeline that completes the project on or before the completion date pursuant to the contract documents and a cost estimate, with monthly breakdowns, that are within the Contract Price. The Owner may reject the design documents if they fail to meet the standards required by the project specifications or reasonably inferred therefrom or fails to meet the constraints set by the Contract Price or the completion date specified in the contract documents or any other provision of the contract documents. If the Owner rejects the design documents, the Design-Builder and Design Professional, at their own cost, must redraft the designs to meet all above stated requirements. Upon approval of the design documents, the Owner shall, within seven days, issue a NOTICE OF COMMENCEMENT for the construction phase.

0330.02 CONSTRUCTION PHASE - Immediately after execution and delivery of the contract, and before the first partial payment is made, the Design-Builder shall deliver to the Owner an estimated Design progress schedule in form satisfactory to the Owner showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents, for the Construction Phase and the anticipated amount of each monthly payment that will become due the Design Builder in accordance with the progress schedule. The Design-Builder shall also furnish on forms to be supplied by the Owner, (a) a detailed estimate giving a complete breakdown of the portion of Contract Price allocated to the Design Phase and (b) periodic itemized estimate of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract Price.

0331 PAYMENTS TO CONTRACTORS

0331.01 The amount of Retainage Schedule shall be as follows:

0331.01.1 • Five (5%) percent of each progress payment shall be withheld as retainage for the life of the project, including change orders and other authorized additions provided in the Contract is due;

0331.01.2 • When the Work is substantially complete (operational or beneficial occupancy) and City determines the Work to be reasonably acceptable, the Contractor shall submit an invoice or other documents as may be required and receive payment thereof within thirty (30) days. If there are any remaining incomplete minor items, an amount equal to two hundred (200%) percent of the value of each item, as determined by City, shall be withheld until such items are completed.

0331.01.3 • This Contract is governed by O.C.G.A. § 13-10-1 et seq., which requires that the Contractor, within ten (10) days of receipt of retainage from City, pass through payments to Subcontractors and reduce each Subcontractor's retainage accordingly. The Code provision also requires Subcontractors to pass through payments to Lower Tier Subcontractors and reduce each lower tier contractor's retainage. Therefore, City, in its discretion, may require the Contractor to submit satisfactory evidence that all payrolls, material bills, or other indebtedness connected with the Work have been paid before making any payment.

0331.01.4 • Within sixty (60) days after the Work is fully completed and accepted by City, the balance due hereunder shall be paid; provided, however, that final payment shall not be made until said Contractor shall have completed all work necessary and reasonably incidental to the Contract, including final cleanup and restoration. All claims by the Contractor for breach of contract, violation of state or federal law or for compensation such claims shall be forever barred. In such event no further payment to the Contractor shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to City.

0331.02 Where a project is under the jurisdiction of a Force Account Agreement between the Owner and the Georgia Department of Transportation, the Contractor shall maintain a *daily* report of the amount of completed work as shown in the bid proposal. A copy of the accepted report appears in Appendix A, if applicable, at the end of this section and may be reproduced for use on this project. The Contractor's representative shall certify by signature that the report is accurate on behalf of the Contractor for the Owner (*shown as "Utility" on the report*). The Project Engineer representing the Georgia Department of Transportation shall certify by signature that the report is accurate for the "State". A copy of each days report properly certified as required by this part shall accompany each progress payment request by the Contractor. The quantity of work completed shown on the progress payment request *must* be supported by an equal quantity shown

on the daily report for that progress payment period. Payment requested for quantities of work not supported by a properly certified daily report(s) may *not* be recommended for payment by the Owner.

- 0331.03 In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration. Where a project is under the jurisdiction of a Force Account Agreement between the Owner and the Georgia Department of Transportation, however, material delivered on the site and preparatory work done may *not* be taken into consideration.
- 0331.04 All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.
- 0331.05 The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails to do so, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.
- 0331.06 If at any time the Owner shall determine that the amount of work completed at that time is lagging behind the expired contract time by more than 20 percent, the Owner may determine that the Contractor is not faithfully performing on the contract and therefore the Owner may elect to withhold all monies and refrain from making any additional payments to the Contractor until such time as the Owner determines the work to be progressing satisfactorily.

0332 ACCEPTANCE AND FINAL PAYMENT

When the project provided for under this contract shall have been completed by the Design-Builder, and all parts of the work have been approved by the Owner according to the contract, the Owner shall, within ten (10) days unless otherwise provided, make final inspection and advise the Design-Builder as to preparing a final estimate, showing the value of work as soon as the necessary measurements and computations can be made, all prior certificates or estimates upon which payments have been being made are approximately only, and subject to correction in the final payment. The amount of the final estimates, less any sums that may have been deducted or retained under the provisions of this contract, will be paid to the Contractor within sixty (60) days after approval by the Owner, provided that the contractor has properly maintained and operated the project as specified under these specifications, and provided, that he has furnished to the Owner a sworn affidavit to the effect that all bills are paid and no suits are pending in connection with the work done or labor and material furnished under this contract. A sample affidavit appears at the end of this section to be considered as an example of an acceptable affidavit.

0333 PAYMENTS BY CONTRACTORS

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used, and (c) to each of his Subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his Subcontractors to the extent of each Subcontractor's interest therein.

0334 DESIGN-BUILDER'S AND SUBCONTRACTOR'S INSURANCE

0334.01 The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been reviewed by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until the insurance has been so obtained and reviewed.

0334.01.1 Contractor's Liability Insurance: Contractor shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the work and Contractor's

other obligations under the Contract Documents, whether such performance is indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- 0334.01.1.1 Claims under workers' or workmen's compensation, disability benefits and other similar employees benefit acts;
- 0334.01.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
- 0334.01.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- 0334.01.1.4 Claims for damages insured by personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (ii) by any other person for any other reason.
- 0334.01.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- 0334.01.1.6 Claims for damages because of bodily injury or death of any person or property damage arising out of the Ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph shall include the specific coverages and be written for not less than the limits of liability and coverages provided in these specifications, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days prior written notice has been given to Owner. All such insurance shall remain in effect until final payment and at all times thereafter when Contractor may be correcting, removing or replacing defective work. In addition, Contractor shall maintain such completed operations insurance for at least one year after final payment and furnish Owner with evidence of continuation of such insurance at final payment. Renewal certificates shall be sent to the Owner 30 days prior to the expiration date of any policy required herein.

- 0334.02 Contractual Liability Insurance: The comprehensive general liability insurance required will include contractual liability insurance applicable to Contractor's obligations under separate contract and subcontracting.

- 0334.03 Unless otherwise provided in these General Conditions, Contractor shall purchase and maintain property insurance upon the work at the site to the full insurable value thereof (*subject to such deductible amounts as may be provided in these general conditions or required by law*). This insurance shall include the interest of Owner, Contractor and Subcontractors in the work, shall provide "all risk" insurance for physical loss and damage including but not limited to fire, lightning, windstorms, hail, smoke, explosion, riot, aircraft, vehicles, falling objects, flood, earthquake, theft, vandalism, malicious mischief, collapse, water damage and other perils, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (*including fees and charges of engineers, architects, attorneys and other professionals*). If not covered under the "all risk" insurance or otherwise provided in these General Conditions, Contractor shall purchase and maintain similar property insurance on portions of the work stored on and off the site or in transit when such portions of the work are to be included in an Application for Payment. The policies of insurance required to be purchased and maintained by Contractor in accordance with paragraphs c and d shall contain a provision that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days prior written notice has been given to the Owner.
- 0334.04 Contractor shall purchase and maintain such boiler and machinery insurance as may be required by these General Conditions or by law. This insurance shall include the interest of Owners, Contractor and Subcontractors in the work and shall provide coverage for all installed and functional mechanical equipment for the full replacement value of the equipment.
- 0334.05 Owner shall not be responsible for purchasing and maintaining any property insurance to protect the interests of Contractor or Subcontractors in the work to the extent of any deductible amounts that are provided in the supplemental conditions. If Contractor wishes property insurance coverage within the limits of such amounts, Contractor may purchase and maintain it at his own expense.
- 0334.06 If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor, Owner will notify Contractor thereof within ten days of the date of delivery of such certificates, to Owner. Contractor will provide to the Owner such additional information in respect of insurance provided by him as Owner may reasonably request. The right of the Owner to review and comment on Certificates of Insurance is not intended to relieve the Contractor of his responsibility to provide insurance coverage as specified nor to relieve the Contractor of his liability for any claims which might arise.

0334.07 Partial Utilization - Property Insurance: If Owner finds it necessary to occupy or use a portion or portions of the work prior to Substantial Completion of all the work, such use or occupancy may be accomplished provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

0334.08 The Design-Builder either directly or through its Design Professional shall maintain professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed by the Design Professional for this Project. If project-specific coverage is used, these requirements shall be continued in effect for two years following the issuance of the Certificate of Final Completion for the Project.

0334.09 The Design-Builder shall carry and maintain Combined Excess Liability (*Umbrella*) Insurance for a limit of not less than the following:

Each Occurrence:	\$3,000,000
Aggregate:	\$3,000,000

0334.10 The limits of liability for the insurance required by paragraph 334.1.1. of the General Conditions shall provide coverage for not less than the following amounts or greater where required by law:

For claims under Worker's Compensation:

State	Statutory
-------	-----------

Federal	Statutory
---------	-----------

Employer's Liability – Each Accident:	\$1,000,000
---------------------------------------	-------------

Employer's Liability – Disease – Each Employee:	\$1,000,000
---	-------------

Employer's Liability – Disease – Policy Limit:	\$1,000,000
--	-------------

If the Design-Builder chooses to maintain a policy with a maximum of the state mandated amounts of \$100,000 per accident, \$100,000 for disease per employee and a disease policy limit of \$500,000, the Contract required minimum of \$1,000,000 can be achieved by the excess liability policy required.

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

Each Occurrence (Bodily and Property Damage Included):	\$1,000,000
Fire Damage (<i>Any One Fire</i>):	\$50,000
Medical Expense (<i>Any One Person</i>):	\$5,000
Personal and Adv Injury, With Employment Exclusion Deleted:	\$1,000,000
General Aggregate (<i>Per Project</i>):	\$2,000,000
Products and Completed Operations Aggregate:	\$1,000,000

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

Comprehensive Automobile Liability:

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

0334.11 Scope of Insurance and Special Hazards - The amounts stated above are minimum amounts of insurance to be carried. The Design-BUILDER shall carry such additional insurance as may be required to provide adequate protection of the Design-BUILDER and his Subcontractors, respectively, against any and all damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by his and, also, against any of the special hazards which may be encountered in the performance of this Contract.

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

0334.12 Certificate Holder should read:

CITY OF DALTON

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

- 0334.13 Insurance company must have an A.M. Best Rating of A-6 or higher. Insurance company must be licensed to do business by the Georgia Secretary of State. Insurance company must be authorized to do business in the State of Georgia by the Georgia Insurance Department.

0335 CONTRACT SECURITY

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

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

0336 ADDITIONAL OR SUBSTITUTE BOND

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

0337 LIEN

Neither the final payment nor any part of the retained percentage will become due until the Design-Builder, if required, shall furnish the Owner a complete release from any liens which may arise out of this contract, or receipts in full in lieu thereof, and if required in either case, an affidavit that insofar as he has knowledge or information, the release and receipts include all materials, for which a lien might be filed. The Design-Builder may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify it against

any lien. If a lien shall remain unsatisfied after all payments are made, then the Design-Builder shall refund to the Owner all monies which the latter may be compelled to pay in discharging such lien, including all incidental costs and attorney's fees.

0338 ASSIGNMENTS

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

0339 MUTUAL RESPONSIBILITY OF CONTRACTORS

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

0340 COORDINATION WITH OTHER CONTRACTORS

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

0341 SUBCONTRACTING

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

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

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

0342 USE OF PREMISES AND REMOVAL OF DEBRIS

The Design-Builder expressly undertakes at his own expense:

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

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

0343 QUANTITIES OF ESTIMATE

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

0344 RIGHTS-OF-WAY AND SUSPENSION OF WORK

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

0345 GUARANTY

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

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

contract documents or relieve the Design-Builder of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

0346 CONFLICTING CONDITIONS

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

0347 NOTICE AND SERVICE THEREOF

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

0348 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

0349 SUSPENSION OF WORK

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

0350 PROTECTION AND RESTORATION OF PROPERTY

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

0350.02 Except as specifically provided in the Contract Documents, the Design-Builder shall not do any work that would affect any railway track, pipeline, telephone, telegraph, or electric or transmission line, or other structure nor enter upon the right-of-way or other lands appurtenant thereto, until authority therefore has been secured from the proper parties. The Design-Builder shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference, or delay resulting from his requirement, except as specifically provided in the contract.

0350.03 The Design-Builder shall be responsible for all damage or injury to property of any character resulting from any act, omission, neglect, or misconduct in his manner or method of executing said work, or due to his nonexecution of said work, or at any time due to defective work or materials, and he shall not be released from said responsibility until the work shall have been completed and accepted.

0350.04 When or where any direct or indirect damage or injury is done to public or private property by, or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof on the part of the Design-Builder, he shall restore at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring, as may be directed, or he shall make good such damage or injury in an acceptable manner.

0351 RESPONSIBILITY FOR DAMAGE CLAIMS

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

0352 INTEREST OF FEDERAL, STATE OR LOCAL OFFICIALS

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

0353 OTHER PROHIBITED INTERESTS

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

0354 USE OF CHEMICALS

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

0355 MAINTENANCE OF TRAFFIC

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

0356 ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

0357 OWNER'S RIGHT TO SUSPEND WORK

The Owner shall have the authority to suspend the work, wholly or in part as he

may deem necessary because of conditions unsuitable for proper prosecution of the work or failure on the part of the Design-Builder to carry out the provisions or to meet the specified requirements. The Design-Builder shall not suspend operations without the Owner's permission.

0358 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 0358.01 It is hereby understood and mutually agreed, by and between the Design-Builder and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced, as to the Design Phase, within 7 days of the date of the Contract, and as to the Construction Phase, immediately upon the Design-Builder's receipt of the Notice to Proceed.
- 0358.02 The Design-Builder agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Design-Builder and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- 0358.03 If the said Design-Builder shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Design-Builder does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Design-Builder shall be in default after the time stipulated in the contract for completing the work.
- 0358.04 The said amount is fixed and agreed upon by and between the Design-Builder and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.
- 0358.05 It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where, under the contract, an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Design-Builder shall not be charged with

liquidated damages or any excess cost when the Owner determines that the Design-Builder is without fault and the Design-Builder's reasons for the time extension are acceptable to the Owner; provided, further, that the Design-Builder shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

0358.05.1 To any preference, priority or allocation order duly issued by the Government;

0358.05.2 To unforeseeable cause beyond the control and without the fault or negligence of the Design-Builder, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather

0358.06 Provided, further, that the Design-Builder shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay, and notify the Design-Builder within a reasonable time of its decision in this matter.

..... END OF SECTION

AFFIDAVIT FOR FINAL PAYMENT AND RELEASE OF LIENS

STATE OF: _____

COUNTY OF: _____

FROM: _____ (Design-Builder)

TO: CITY OF DALTON, GEORGIA (Owner)

RE: Contract entered into the ____ day of _____, _____ between the above mentioned parties for the construction of the project entitled VALLEY DRIVE CHANNEL STABILIZATION PROJECT

KNOW ALL MEN BY THESE PRESENTS:

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

SIGNED: _____ (SEAL)

BY: _____

TITLE: _____

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

This ____ day of _____, _____.

Notary Public: _____ SEAL

My Commission Expires: _____,

_____ County,



Valley Drive Channel Stabilization Project Proposal

BUCK ALTSCHUL
123 Dixie Court
Woodstock, GA 30189
Email: buck@armourco.com
Phone: (678)-794-9396

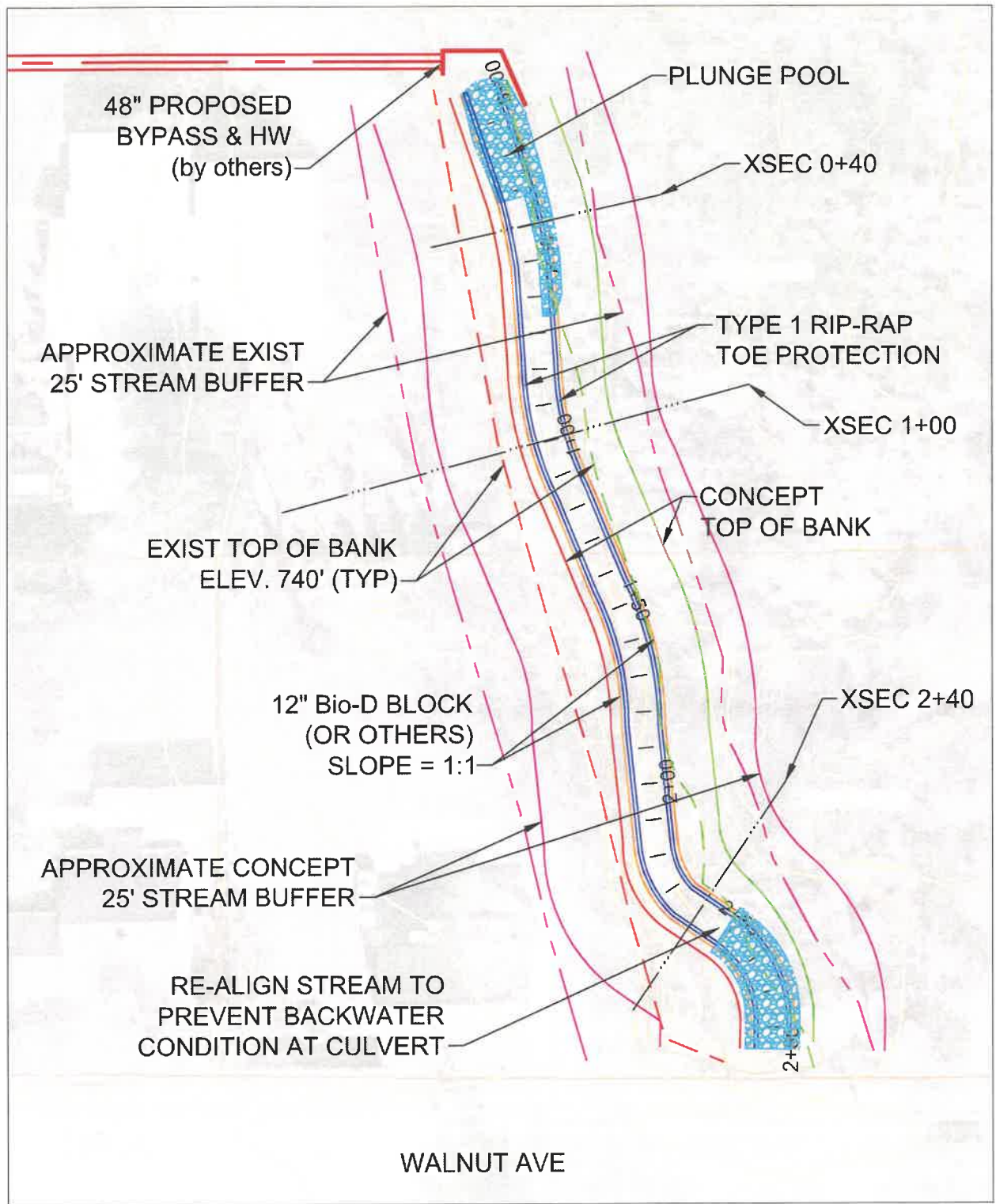
TABLE OF CONTENTS

A. LUMP SUM PROPOSAL	3
B. CONCEPT DRAWINGS	4
C. DESCRIPTION OF PROPOSED METHODS	5
D. PROJECT TEAM AND KEY LEADERS.....	6
E. QUALIFICATIONS OF TEAM	7
F. PROPOSED SCHEDULE	8
G. SIMILAR PROJECTS	9
H. CITATIONS AGAINST FIRM	10
I. COMPANY BACKGROUND.....	11
J. VALID INSURANCE CERTIFICATE.....	12
K. VENDOR PACKET	13

A. LUMP SUM PROPOSAL

B. CONCEPT DRAWINGS

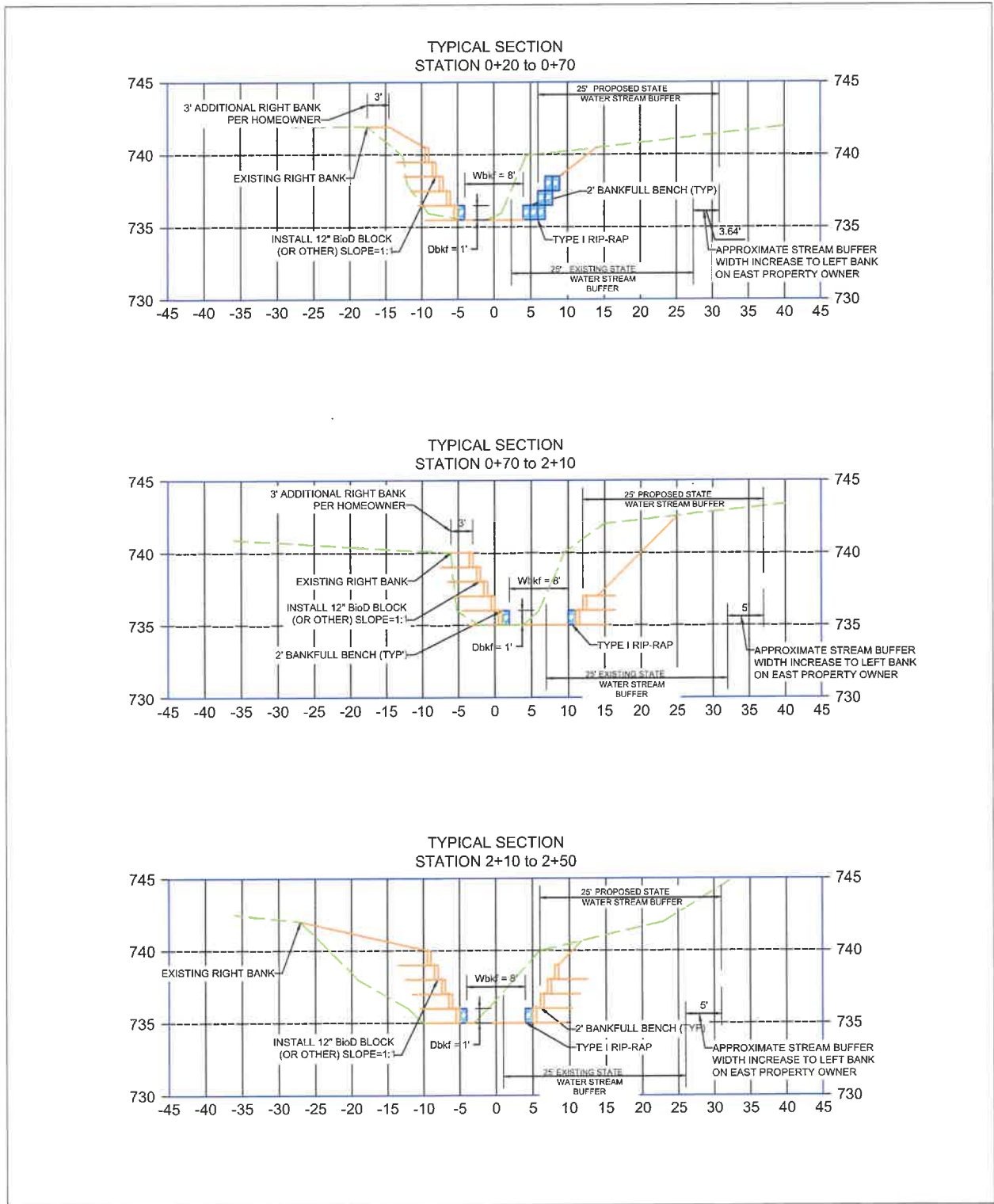
VALLEY RD CHANNEL STABILIZATION CONCEPT



WALNUT AVE



VALLEY RD CHANNEL STABILIZATION CONCEPT

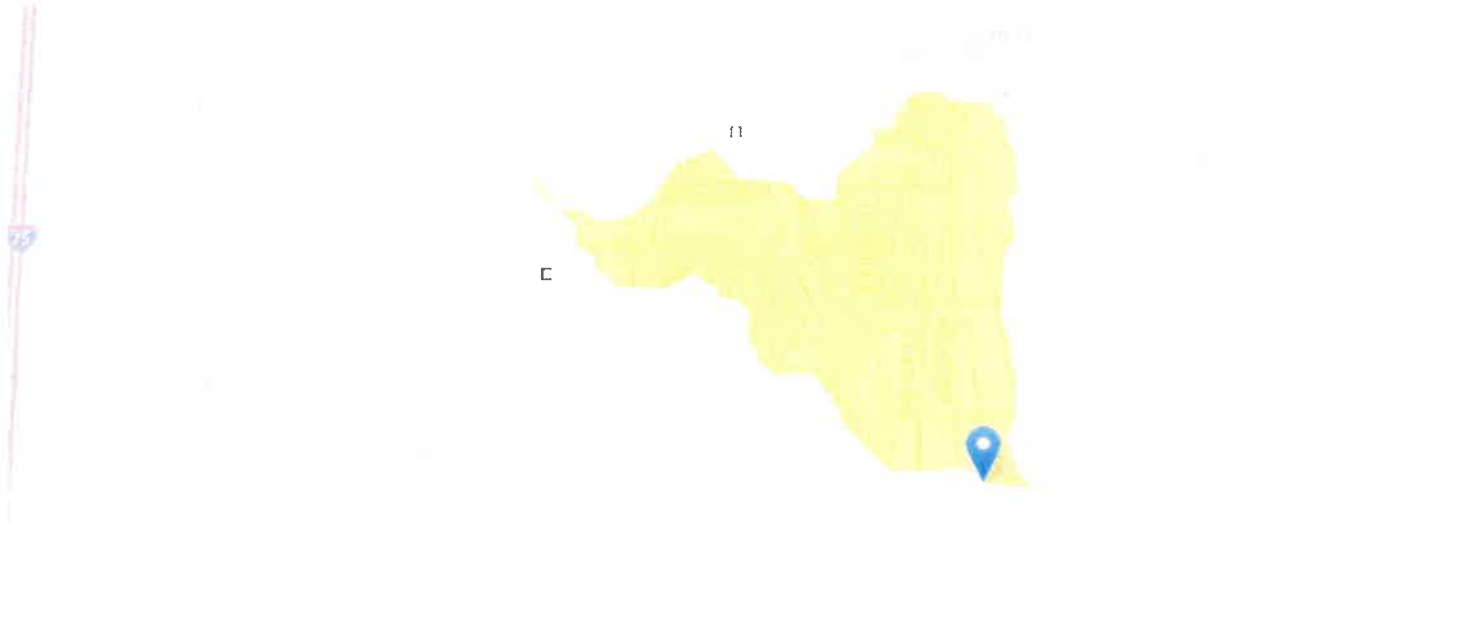


HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE 1" = 10'



CODalton Valley Drive Channel Stabilization Project StreamStats Report

Region ID: GA
Workspace ID: GA20230718141554968000
Clicked Point (Latitude, Longitude): 34.76157, -84.97300
Time: 2023-07-18 10:16:22 -0400



Collapse All

> Basin Characteristics

Parameter Code	Parameter Description	Value	Unit
DRNAREA	Area that drains to a point on a stream	0.27	square miles
ELEVMAX	Maximum basin elevation	930	feet
I24H100Y	Maximum 24-hour precipitation that occurs on average once in 100 years	7.73	inches
I24H10Y	Maximum 24-hour precipitation that occurs on average once in 10 years	5.26	inches
I24H25Y	Maximum 24-hour precipitation that occurs on average once in 25 years	6.22	inches
I24H50Y	Maximum 24-hour precipitation that occurs on average once in 50 years	6.97	inches
LC06IMP	Percentage of impervious area determined from NLCD 2006 impervious dataset	21.43	percent
LC11IMP	Average percentage of impervious area determined from NLCD 2011 impervious dataset	20.7	percent
MINBELEV	Minimum basin elevation	739	feet
PCTREG1	Percentage of drainage area located in Region 1 - Piedmont / Ridge and Valley	100	percent
PCTREG2	Percentage of drainage area located in Region 2 - Blue Ridge	0	percent
PCTREG3	Percentage of drainage area located in Region 3 - Sandhills	0	percent
PCTREG4	Percentage of drainage area located in Region 4 - Coastal Plains	0	percent
PCTREG5	Percentage of drainage area located in Region 5 - Lower Tifton Uplands	0	percent
PRECPRIS00	Basin average mean annual precipitation for 1971 to 2000 from PRISM	56.3	inches
RRMEAN	Relief ratio defined as (ELEV-MINBELEV)/(ELEVMAX-MINBELEV)	0.308	dimensionless

➤ Peak-Flow Statistics

Peak-Flow Statistics Parameters [Region 1 rural under 1 sqmi 2014 5030]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	0.27	square miles	0.1	1
LC06IMP	Percent Impervious NLCD2006	21.43	percent	0	47.9

Peak-Flow Statistics Parameters [Peak Southeast US GA 2023 5006]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
PCTREG1	Percent Area in Region 1	100	percent	0	100
PCTREG2	Percent Area in Region 2	0	percent	0	100
PCTREG3	Percent Area in Region 3	0	percent	0	100
PCTREG5	Percent Area in Region 5	0	percent	0	100
DRNAREA	Drainage Area	0.27	square miles	0.08	8902
PCTREG4	Percent Area in Region 4	0	percent	0	100

Peak-Flow Statistics Flow Report [Region 1 rural under 1 sqmi 2014 5030]

PII: Prediction Interval-Lower, Plu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	PII	Plu	ASEp
50-percent AEP flood	124	ft ³ /s	66.6	231	31.9
20-percent AEP flood	174	ft ³ /s	105	288	25.4
10-percent AEP flood	207	ft ³ /s	128	335	25
4-percent AEP flood	244	ft ³ /s	144	414	27
2-percent AEP flood	270	ft ³ /s	153	478	29.3
1-percent AEP flood	296	ft ³ /s	158	554	32.1
0.5-percent AEP flood	320	ft ³ /s	162	632	35.1
0.2-percent AEP flood	359	ft ³ /s	174	741	37.5

Peak-Flow Statistics Flow Report [Peak Southeast US GA 2023 5006]

PII: Prediction Interval-Lower, Plu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	PII	Plu	ASEp
50-percent AEP flood	64.1	ft ³ /s	35.1	117	36.8
20-percent AEP flood	117	ft ³ /s	65.8	208	35.8
10-percent AEP flood	160	ft ³ /s	89.3	287	36.3
4-percent AEP flood	219	ft ³ /s	117	409	38.4
2-percent AEP flood	273	ft ³ /s	145	515	39.8
1-percent AEP flood	327	ft ³ /s	170	631	41.3
0.5-percent AEP flood	382	ft ³ /s	194	753	42.8
0.2-percent AEP flood	456	ft ³ /s	226	920	44.4

Peak-Flow Statistics Citations

Feaster, T.D., Gotvald, A.J., and Weaver, J.C., 2014, Methods for estimating the magnitude and frequency of floods for urban and small, rural streams in Georgia, South Carolina, and North Carolina, 2011 (ver. 1.1, March 2014): U.S. Geological Survey Scientific Investigations Report 2014-5030, 104 p. (<http://pubs.usgs.gov/sir/2014/5030/>)

➤ Low-Flow Statistics

Low-Flow Statistics Parameters [N Georgia low flow 2017 5001]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	0.27	square miles	1.67	576
PRECPRIS00	Mean Annual Precip PRISM 1971 2000	56.3	inches	47.6	81.6
RRMEAN	Relief Ratio Mean	0.308	dimensionless	0.146	0.607

Low-Flow Statistics Disclaimers [N Georgia low flow 2017 5001]

One or more of the parameters is outside the suggested range. Estimates were extrapolated with unknown errors.

Low-Flow Statistics Flow Report [N Georgia low flow 2017 5001]

Statistic	Value	Unit
1 Day 10 Year Low Flow	0.0246	ft ³ /s
7 Day 10 Year Low Flow	0.0301	ft ³ /s

Low-Flow Statistics Citations

Gotvald, A.J.,2017, Methods for estimating selected low-flow frequency statistics and mean annual flow for ungaged locations on streams in North Georgia: U.S. Geological Survey Scientific Investigations Report 2017-5001, 25 p. (<https://doi.org/10.3133/sir20175001>)

➤ Annual Flow Statistics

Annual Flow Statistics Parameters [N Georgia mean flow 2017 5001]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	0.27	square miles	1.67	576
PRECPRIS00	Mean Annual Precip PRISM 1971 2000	56.3	inches	47.6	81.6

Annual Flow Statistics Disclaimers [N Georgia mean flow 2017 5001]

One or more of the parameters is outside the suggested range. Estimates were extrapolated with unknown errors.

Annual Flow Statistics Flow Report [N Georgia mean flow 2017 5001]

Statistic	Value	Unit
Mean Annual Flow	0.396	ft ³ /s

Annual Flow Statistics Citations

Gotvald, A.J.,2017, Methods for estimating selected low-flow frequency statistics and mean annual flow for ungaged locations on streams in North Georgia: U.S. Geological Survey Scientific Investigations Report 2017-5001, 25 p. (<https://doi.org/10.3133/sir20175001>)

➤ Monthly Flow Statistics

Monthly Flow Statistics Parameters [N Georgia low flow 2017 5001]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	0.27	square miles	1.67	576
PRECPRIS00	Mean Annual Precip PRISM 1971 2000	56.3	inches	47.6	81.6
RRMEAN	Relief Ratio Mean	0.308	dimensionless	0.146	0.607

Monthly Flow Statistics Disclaimers [N Georgia low flow 2017 5001]

One or more of the parameters is outside the suggested range. Estimates were extrapolated with unknown errors.

Monthly Flow Statistics Flow Report [N Georgia low flow 2017 5001]

Statistic	Value	Unit
Jan 7 Day 10 Year Low Flow	0.155	ft ³ /s
Feb 7 Day 10 Year Low Flow	0.192	ft ³ /s
Mar 7 Day 10 Year Low Flow	0.217	ft ³ /s
Apr 7 Day 10 Year Low Flow	0.202	ft ³ /s
May 7 Day 10 Year Low Flow	0.157	ft ³ /s
Jun 7 Day 10 Year Low Flow	0.111	ft ³ /s
Jul 7 Day 10 Year Low Flow	0.0658	ft ³ /s
Aug 7 Day 10 Year Low Flow	0.039	ft ³ /s
Sep 7 Day 10 Year Low Flow	0.0313	ft ³ /s
Oct 7 Day 10 Year Low Flow	0.046	ft ³ /s
Nov 7 Day 10 Year Low Flow	0.14	ft ³ /s
Dec 7 Day 10 Year Low Flow	0.135	ft ³ /s

Monthly Flow Statistics Citations

Gotvald, A.J., 2017, Methods for estimating selected low-flow frequency statistics and mean annual flow for ungaged locations on streams in North Georgia: U.S. Geological Survey Scientific Investigations Report 2017-5001, 25 p. (<https://doi.org/10.3133/sir20175001>)

➤ Bankfull Statistics

Bankfull Statistics Parameters [Appalachian Highlands D Bieger 2015]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	0.27	square miles	0.07722	940.1535

Bankfull Statistics Parameters [Valley and Ridge P Bieger 2015]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	0.27	square miles	0.100386	395.999604

Bankfull Statistics Parameters [USA Bieger 2015]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	0.27	square miles	0.07722	59927.7393

Bankfull Statistics Flow Report [Appalachian Highlands D Bieger 2015]

Statistic	Value	Unit
Bieger_D_channel_width	8.82	ft
Bieger_D_channel_depth	0.77	ft
Bieger_D_channel_cross_sectional_area	6.86	ft ²

Bankfull Statistics Flow Report [Valley and Ridge P Bieger 2015]

Statistic	Value	Unit
Bieger_P_channel_width	7.88	ft
Bieger_P_channel_depth	0.68	ft
Bieger_P_channel_cross_sectional_area	5.88	ft ²

Bankfull Statistics Flow Report [USA Bieger 2015]

Statistic	Value	Unit
Bieger_USA_channel_width	7.81	ft
Bieger_USA_channel_depth	0.912	ft
Bieger_USA_channel_cross_sectional_area	8.43	ft ²

Bankfull Statistics Flow Report [Area-Averaged]

Statistic	Value	Unit
Bieger_D_channel_width	8.82	ft
Bieger_D_channel_depth	0.77	ft
Bieger_D_channel_cross_sectional_area	6.86	ft ²
Bieger_P_channel_width	7.88	ft
Bieger_P_channel_depth	0.68	ft
Bieger_P_channel_cross_sectional_area	5.88	ft ²
Bieger_USA_channel_width	7.81	ft
Bieger_USA_channel_depth	0.912	ft
Bieger_USA_channel_cross_sectional_area	8.43	ft ²

Bankfull Statistics Citations

Bieger, Katrin; Rathjens, Hendrik; Allen, Peter M.; and Arnold, Jeffrey G., 2015, Development and Evaluation of Bankfull Hydraulic Geometry Relationships for the Physiographic Regions of the United States, Publications from USDA-ARS / UNL Faculty, 17p. (https://digitalcommons.unl.edu/usdaarsfacpub/1515?utm_source=digitalcommons.unl.edu%2Fusdaarsfacpub%2F1515&utm_medium=PDF&utm_campaign=PDFCoverPages)

➤ Urban Peak-Flow Statistics

Urban Peak-Flow Statistics Parameters [Region 1 Urban under 3 sqmi 2014 5030]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	0.27	square miles	0.1	3
LC06IMP	Percent Impervious NLCD2006	21.43	percent	0	47.9

Urban Peak-Flow Statistics Flow Report [Region 1 Urban under 3 sqmi 2014 5030]

PII: Prediction Interval-Lower, PIu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other see report)

Statistic	Value	Unit	PII	PIu	ASEp
Urban 50-percent AEP flood	124	ft ³ /s	66.6	231	31.9
Urban 20-Percent AEP flood	174	ft ³ /s	105	288	25.4
Urban 10-percent AEP flood	207	ft ³ /s	128	335	25
Urban 4-percent AEP flood	244	ft ³ /s	144	414	27
Urban 2-percent AEP flood	270	ft ³ /s	153	478	29.3
Urban 1-percent AEP flood	296	ft ³ /s	158	554	32.1
Urban 0.5-percent AEP flood	320	ft ³ /s	162	632	35.1
Urban 0.2-percent AEP flood	359	ft ³ /s	174	741	37.5

Urban Peak-Flow Statistics Citations

Feaster, T.D., Gotvald, A.J., and Weaver, J.C., 2014, Methods for estimating the magnitude and frequency of floods for urban and small, rural streams in Georgia, South Carolina, and North Carolina, 2011 (ver. 1.1, March 2014): U.S. Geological Survey Scientific Investigations Report 2014-5030, 104 p. (<http://pubs.usgs.gov/sir/2014/5030/>)

➤ **Maximum Probable Flood Statistics**

Maximum Probable Flood Statistics Parameters [Crippen Bue Region 5]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	0.27	square miles	0.1	10000

Maximum Probable Flood Statistics Flow Report [Crippen Bue Region 5]

Statistic	Value	Unit
Maximum Flood Crippen Bue Regional	4000	ft ³ /s

Maximum Probable Flood Statistics Citations

Crippen, J.R. and Bue, Conrad D. 1977, Maximum Floodflows in the Conterminous United States, Geological Survey Water-Supply Paper 1887, 52p. (<https://pubs.usgs.gov/wsp/1887/report.pdf>)

USGS Data Disclaimer: Unless otherwise stated, all data, metadata and related materials are considered to satisfy the quality standards relative to the purpose for which the data were collected. Although these data and associated metadata have been reviewed for accuracy and completeness and approved for release by the U.S. Geological Survey (USGS), no warranty expressed or implied is made regarding the display or utility of the data for other purposes, nor on all computer systems, nor shall the act of distribution constitute any such warranty.

USGS Software Disclaimer: This software has been approved for release by the U.S. Geological Survey (USGS). Although the software has been subjected to rigorous review, the USGS reserves the right to update the software as needed pursuant to further analysis and review. No warranty, expressed or implied, is made by the USGS or the U.S. Government as to the functionality of the software and related material nor shall the fact of release constitute any such warranty. Furthermore, the software is released on condition that neither the USGS nor the U.S. Government shall be held liable for any damages resulting from its authorized or unauthorized use.

USGS Product Names Disclaimer: Any use of trade, firm, or product names is for descriptive purposes only and does not imply endorsement by the U.S. Government.

Application Version: 4.16.0

StreamStats Services Version: 1.2.22

NSS Services Version: 2.2.1

C. DESCRIPTION OF PROPOSED METHODS

The Valley Drive Channel Stabilization Project is currently eroding on both left and right banks and encroaching on the West property owners' yards. This has and will continue to mobilize sediment downstream and fill in stream facets including pools and riffles, which will reduce habitat for the downstream environment. Currently, the channel is over widened and the downstream invert to the culvert has a tight meander bend creating a backwater effect which increases the bank erosion throughout the reach.

The team will reach out to the property owners with the concept plan and with the aid of City of Dalton collaborate and finalize the attached concept to begin design and start the permitting process.

The concept plan utilizes RoLonka's Bio-D Block product to rebuild/extend the right streambank at-least 3ft at a 1:1 slope to regain the property on the West. The stream width and depth will be built to the designed bankfull dimensions to represent the cross-sectional area to manage the 2yr storm. The left streambank slope will be designed to minimize the increased stream buffer and impacts to the property owner on the East. The outlet of the proposed 48" (by others) will flow onto a built plunge pool and will then continue with toe rock that will be placed against the 1st course of Bio-D Block. The material cut from the East bank will be placed into the Bio-D Block courses on the West bank.

The banks and Bio-D Block courses will be vegetated with Channel seed mix and willow stakes. The top of bank will be vegetated with grasses.



Existing Condition: Looking Upstream



Existing Condition: Looking Upstream



Concept: Bio-D Block Installation



Concept: Bio-D Block Final Condition

D. PROJECT TEAM AND KEY LEADERS



Buck Altschul

Armourco, Inc.

buck@armourco.com

678.794.9396

Buck received his Bachelor of Science in Civil Engineering Technology with an emphasis in structural design from Southern Polytechnic State University in Marietta, Georgia in 1999. Buck has served as both Vice-President and President of the South Fulton Chapter of the Greater Atlanta Homebuilders Association. He was appointed to the Board of the Coweta County Airport Authority in January of 2009 by the Coweta County Board of Commissioners. He also served on the Board of Directors for The Chattahoochee Bend Chapter of Friends of Georgia State Parks. Buck also earned his LEED Accredited Professional designation from the United States Green Building Council.

Buck and his wife Suzanne have been married for 22 years and they have 2 daughters ages 16 and 19 together. His wife and daughters are the inspiration that keeps him working hard, and quite busy.

Buck has been involved in Atlanta's construction industry for 33 years. His career started in residential, institutional and commercial site design with Preston Phillips Architectural firm in 1999. After a year, he ventured from the design side on to "build things." He worked for The Benchmark Group of Companies, a small private residential and commercial developer in Dunwoody, as their land development manager for 7 years. He managed 15 projects, 2330 lots/ \$65.5 million of real estate developments prior to joining Forestar. While Buck was at Forestar, he managed the entitlement, permitting, and development of 6 projects, 228 lots/ \$24.4 million of real estate developments prior to being asked to Head up Forestar's Mitigation Banking Program. Buck gained extensive training all the way through Rosgen Level 4 Stream Restoration Certification. He used this training along with his past experiences to help him build an excellent reputation dealing with all levels of governments agencies such as, USACE, GAEPD, USFWS, US EPA, and local county governments. Buck managed the entitlement, permitting, and development of 4 mitigation banks, 518,000 stream credits, or \$7.9 million of mitigation efforts.

Currently Buck owns and operates Armourco, Inc. and has since July of 2016. Armourco is a land development consulting and contracting businesses that self performs land development activities such as Mass Clearing, Mass Grading, Sanitary Sewer Systems, Storm Drainage systems, Water Distribution Systems, Underground Detention Facilities, Stream Restoration, and can perform any type of project that requires a Land Disturbance Permit. Armourco has seen tremendous growth since its inception in 2016 under Buck's leadership. He enjoys satisfying customers' expectations on all things land development related. Armourco takes pride in doing things right the first time and always finishing strong. Buck also enjoys teaching and mentoring the group of guys that works with and for Armourco. Currently Armourco is 40 employees strong and actively hiring to keep up with workload for his many repeat customers.

Please see Buck's full resume under section E further in this proposal.

On the Valley Drive Channel Stabilization Project, Buck will act as the General Contract lead, he will manage the entire project from awarded bid to project close out. Buck will also manage his crews on the construction of the actual project. Buck will be the primary point of contact for Armourco and the primary point of contact for the Project as a whole.



Jeremy S. Dean, CPESC

Land 2 Water Services, LLC, Managing Member
Land2Waterservices@gmail.com
678.525.3764

After graduating from Southern Polytechnical State University in 2001, Mr. Dean began working with Tom Fendley and Anwar Ahmed at Arcadis. Obtaining knowledge on all aspects of stormwater, stream and wetland design and plan preparation. Mr. Dean has been a Certified Professional in Erosion and Sediment Control in Georgia since 2007. As of 2010, Mr. Dean has completed all Levels of Rosgen Natural Channel Design. In 2012, he began working under Steve Jones at Meanders River Restoration in a universal role - plug in and play into all aspects from project conception to as-builts and project close out. As an independent contractor for Mr. Jones, Mr. Dean performed the existing conditions stream survey, reference reach surveys, reduce data in Rivermorph and CAD drawings for design, design, create and certify erosion control plans, apply for Land Disturbance and Stream Buffer Variance permits, perform construction survey staking and construction oversight/management. Also, provided as-built surveys and yearly monitoring surveys for geomorphology data. Mr. Dean has 22 years of infrastructure and environmental resource management experience, working with Cobb County Water System and Southern Company to aid in minimizing and improving utility stream crossings. In March of 2016, Mr. Dean evolved into the Managing Member of Land 2 Water Services, LLC. Currently working with utility consultants, engineers, contractors and mitigation banking clients to provide project management and design services before, during and after construction.

Currently, Land 2 Water Services employees, 2 Level II professionals and 2 Level 1a Environmental Inspectors.

On the Valley Drive Channel Stabilization project, Jeremy will be the Team Lead on the Surveying, Stream Design, Permitting, and As-builts portions of the project.

E. QUALIFICATIONS OF TEAM

Experienced Land Development Consultant

Summary

I am an energetic, organized, and self-motivated professional with over 21 years of experience in the residential and commercial building industry. My proven record of management success is easy to see at the numerous residential developments I have completed in the Southeastern United States. My experience controlling budgets, monitoring schedules and efficiently completing projects has become second nature to me. I have used this same prescription for success to assist in starting an environmental mitigation business segment at an existing publicly traded company and more recently buying an existing site work development company and expanding it over the past 2 years. I have exceptional leadership, interpersonal, and motivational skills which have allowed me to build and maintain a great team of driven people that accomplish a common goal of project completion. Goal execution is my signature strength.

Professional Experience

Owner and President May 2016 to Present
Armourco, Inc. – Woodstock, GA

Armourco, Inc. is the realization of a 12-year-old mind map and dream of mine. The idea started on a jobsite in South Fulton county in 2004. It was only supposed to be a bobcat, a truck and a trailer. Bad timing and a historical residential collapse forced my dreams to the back burner. In March of 2016 I was approached with the opportunity of buying the assets of Armourco Industries, Inc. by Brad Armour. After 3 months and 7 days of due diligence, negotiations, loan applications, cash flow models and projections, I closed on the acquisition on July 7, 2016. Armourco, Inc. was born that day, and my 12-year-old dream finally had legs. The most noteworthy part of the acquisition is that it was truly a handshake deal between Brad Armour and myself. The deal stayed together on a handshake alone until we finally had a document displaying both our signatures on the day of closing at the closing table. **Armourco, Inc. is a full service Civil Site Work Company that specializes in tough projects with lots of hair on them.** Armourco is experienced in Residential Subdivisions, Commercial Developments, Warehouse Projects, Stream Restoration, Mitigation Banking, and General Contracting of all of the above. We are currently 40 employees strong, and on track to hire 5 more employees before the end of December. Armourco, Inc. prides itself on being a family oriented company with laser like focus on employee satisfaction and development. Armourco, Inc. feels that our company culture has to be full of encouragement and positive minds in order to properly satisfy the needs of our customers. We also pride ourselves in being a company that is honest and does what we say we are going to do at all cost.

Owner and General Manager November 2014 to July 2016
We Create Property Solutions, LLC – Marietta, GA

I managed all aspects of the business from accounts payable and receivables, contract negotiation, and day to day management. We Create Property Solutions was a real estate development and disposition consulting business focused on the residential segment. The business consulted with clients on all aspects of the development and disposition process from entitlement through HOA turnover to the residents. This included, land planning, engineering, permitting, bidding, contracting, construction management, platting, HOA management, and bond release procedures.

- Set up processes and procedures for management of the development segment of an Australian based international real estate investment firm with over \$500 million of real estate assets in the US.
- Managed the execution of re-entitlement, permitting, development, and rebranding of 20 traditional subdivisions across 4 states.
- Created a master resource allocation map and cashflow model that reflected the disposition strategy for each asset in the portfolio. This map was key in prioritizing resources and key start dates for entitlements through platting works needed to execute the overall disposition strategy as well as the disposition strategy for each individual asset within the portfolio.

Director of Land Development August 2007 to November 2014
Forestar Group – Atlanta, GA

I managed all aspects of the residential development process beginning at the acquisition and preliminary site plan stage, and concluding with final bond releases and HOA turnovers. I created preliminary construction cost numbers, refined them to finalized construction contracts, and updated them quarterly throughout the project life. I actively managed all field activities from preconstruction meetings all the way to final utility installation and common area landscaping. I acted as controller on all projects I managed. I managed all aspects of amenity center construction including sports courts, large slides, large pools, and clubhouses. I developed and maintained strong relationships with builder clients paying special attention to how development activities affected homebuilding schedules. I developed and maintained strong trusting relationships with all vendors by assuring they were paid quickly and completely. This allowed me to maintain very competitive pricing on all development costs which in turn generated optimal profitability.

- Managed the entitlement, permitting, and development of 8 traditional subdivisions.
- Managed the development of 6 subdivision projects, 228 lots, or \$24.4 million.

I also managed all aspects of the stream and wetland mitigation banking segment beginning at the site selection stage and concluding with completed restoration construction, restrictive covenant recording, and ultimately all credit releases. This included managing the production, review, and submittal of all necessary banking documents required to permit a mitigation bank. I managed the work products of environmental consultants, surveyors, and engineers to execute the banking documents. I created preliminary construction cost numbers, refined them to finalized construction contracts, and updated them quarterly throughout the project life. I actively managed all field activities from initial data collection locations all the way to stream restoration as-built drawings, live-staking, bare-root planting, and final IRT acceptance. Mitigation banking is a highly regulated industry and is controlled by a team of representatives from USACE, GAEPD, USFWS, US EPA, and local county governments. I led the company's credit sales efforts in the Savannah District.

- Managed the entitlement, permitting, and development of mitigation banks.
- Managed the permitting of 4 mitigation banks.
- Managed the development of 2 mitigation banking projects, 518,000 stream credits, or \$7.9 million.

Development Manager May 2000 to August 2007
The Benchmark Group – Atlanta, GA

I created and monitored schedules and budgets taking appropriate actions to ensure project completion on schedule and within approved cost limitations. I managed and supervised all aspects of field activities: erosion control, demolition, clearing, grading, pipe work, curbing, paving and obtaining final plats. I coordinated with local permitting authorities in multiple counties and cities to obtain various permits. I investigated potential properties for future development including preliminary site work and all due diligence. I prepared weekly reports with pictures for the main office to review project status. I generated reports to aid in future projections. I directed properties from rezoning to final plat with minimal supervision. I performed weekly job site inspections and created reports for the NPDES permit. I worked directly under the owners dealing with detailed financials and big picture forecasting.

1. Managed the entitlement, permitting, and development of detached subdivisions, attached subdivisions, and town home projects.
2. Managed the development of 15 projects, 2330 lots, or \$65.5 million from 2000 to 2007.

Education

B.S., Civil Engineering Technology 1999
Southern Polytechnic State University – Marietta, GA
Major GPA: 3.0. I had an emphasis in structural engineering and design.

Training

- Rosgen Level 4 – River Restoration and Natural Channel Design
- Rosgen Level 3 – River Assessment and Monitoring
- Rosgen Level 2 – River Morphology and Applications
- Rosgen Level 1- Applied Fluvial Geomorphology
- ArcGIS 2 – Essential Workflows
- ArcGIS 1 – Introduction to GIS
- NPDES Level 1A Certified Personnel, GA Soil & Water Conservation Commission Expires 9/14/18
- NPDES Storm Water Permit Workshop, GA Soil & Water Conservation Commission, Decatur, GA 2006
- Site Project Manager, Cobb County Habitat for Humanity, Smyrna, GA, 2005
- Subdivision Design, Southern Polytechnic State University, Marietta, GA, 2003
- Residential Land Development, American Society of Civil Engineers, Atlanta, GA, 2002
- NPDES Storm Water Permit Workshop, GA Soil & Water Conservation Commission, 2001

Licenses

- Real Estate Salesperson License, Georgia Real Estate Commission, Atlanta, GA, 2005 to 2007
- LEED AP, 2010

Community Affiliations

- Assistant Site Project Manager, Habitat for Humanity, Smyrna, GA, 2005.
- Vice President, South Fulton Chapter of Greater Atlanta Homebuilders Association ,2005 to 2007
- President, South Fulton Chapter of Greater Atlanta Homebuilders Association , 2007 to 2008
- Member, Board of Directors for Greater Atlanta Homebuilders Association, 2007 to 2008
- Division Commissioner and Coach, Upwards Basketball, Calvary Baptist Church 2007
- Member, Board of Directors for Coweta County Airport Authority, 2008 to 2010
- Member, Board of Directors, Friends of Chattahoochee Bend State Park, 2009 to 2011
- Member, GERA (Georgia Environmental Restoration Association) Technical Committee, 2012 to 2014

Pilot View Resource Conservation And Development, Inc

Certificate Of Achievement

This Certifies that

Buck Altischul

Has successfully completed the

Applied Fluvial Geomorphology Course

February 8-12, 2010 Asheville, NC

Dave Rogers

Dave Rogers, Instructor

A Engler

A Engler, Chairman, Pilot View, Inc



Pilot View Resource Conservation And Development, Inc

Certificate Of Achievement

This Certifies that

Buck Altschul

Has successfully completed the

River Morphology & Applications Course

March 8-12, 2010 Asheville, NC



V. David Cooper

Dr. David Raigen, Instructor

A. Engler

A. Engler, Chairman, Pilot View, Inc



Wildland Hydrology, Inc.

Research and Educational Center for River Studies

Awards this Training Certificate to:

Buck Altschul

River Assessment & Monitoring

July 26th - August 5th, 2010

Lubrecht, MT

David L. Rosgen
David L. Rosgen, P.H., Ph.D.



Wildland Hydrology, Inc.

Research and Educational Center for River Studies

Awards this Training Certificate to:

Buck Altschul

River Restoration and Natural Channel Design

September 12th - 22nd, 2011

Sun Valley, Idaho

David L. Rosgen, P.H., Ph.D.

**JEREMY S. DEAN, CPESC
OWNER
LAND 2 WATER SERVICES, LLC**



Mr. Dean has over 22 years of experience in Water Resources and Infrastructure. Project management, MicroStation and AutoCAD designer, data collection, cost estimate, easement acquisition, permitting and review process, construction oversight and management for municipalities' water, sewer, and stormwater infrastructure within city, county, and state improvement projects. Stream Restoration data collection (reference reach/existing conditions survey), design, plan preparation, permitting, construction oversight, as-built survey, and yearly monitoring for projects in Alabama, Georgia, Louisiana, Mississippi, South Carolina, North Carolina and Texas since 2012. Mr. Dean has been a Certified Professional in Erosion and Sediment Control in Georgia since 2007. Completed all Levels I-IV of Dave Rosgen's Natural Channel Design certification courses.

LAND 2 WATER SERVICES, LLC – Managing Member (March 2016 - Present)

JEREMY S. DEAN, Sole Proprietor (Jan 2012 - March 2016)

MEANDERS RIVER RESTORATION, INC. (May 2012 – Present)

Mr. Dean provides stream assessment, reference reach data collection, existing conditions relative survey, Rivermorph analysis, stream design, E&SCP design and monitoring, NPDES and SBV permitting, CAD design and plan preparation, construction stakeout, construction oversight, as-built survey and stream morphology yearly monitoring. For the following projects:

Good Neighbor Creek Mitigation Bank - Georgia (May 2012 – May 2013)

Over 33,000 feet of stream restoration for mitigation bank in North Georgia just downstream of Amicalola Falls

Oglethorpe University Stream Restoration - Georgia (July 2013)

600 feet of stream restoration and culvert design on campus to correct a previous project issue.

Alabama River Mitigation Bank - Alabama (Mar 2013 – June 2014)

Over 3,700 feet of stream restoration for mitigation bank in Wilcox County, Alabama.

Canoe Creek Mitigation Bank - Alabama (Jan 2013 - Mar 2013)

Over 6,400 feet of stream restoration for mitigation bank in St. Clair County, Alabama.

Country Club of Mobile Stream Restoration - Alabama (Nov 2012)

Over 1,200 feet of stream restoration through a golf course in Mobile, Alabama.

Legacy Farms Mitigation Bank – Georgia (2013 - Present)

Over 19,500 feet of stream restoration for mitigation bank in Jones County, Georgia.

Resaca Battlefield Historic Park – Georgia (2014)

120 feet of stream restoration at 3 culvert crossings in Gordon County, Georgia.

Oconee River Streambank Restoration – Georgia (2015 - Present)

Over 300 feet of streambank restoration for the Oconee River Greenway in Baldwin County, Georgia.

Four Oaks Duck/Bass Pond – Georgia (2014)

Design and permitting for a 64 acre duck pond and a 120 acre bass pond in Thomas County, Georgia.

Murphy Creek Stream Restoration – Georgia (2014)

120 feet of stream restoration to remove a ford in Cherokee County, Georgia.

Chicopee Woods Mitigation Bank – Georgia (2013 - Present)

39,575 feet of stream restoration monitoring for mitigation bank in Hall County, Georgia.

Blue Creek Mitigation Bank – Georgia (2016)

50,000 ft of stream restoration monitoring for mitigation bank in Meriwether County, Georgia.

Present Title

Land 2 Water Services, LLC - Owner

Education

BS, Civil Engineering Technology,
Southern Polytechnic State
University, 2001

Professional Certifications

Rosgen's Short Course

Level I-Applied Fluvial Geomorphology
Level II-River Morphology and
Applications
Level III-River Assessment and
Monitoring
Level IV-River Restoration and Natural
Channel Design

Erosion Control Certifications

CPESC #4207
Level II #0000029488

References

Meanders River Restoration
Steve Jones 404.245.5497

Pond & Company
Stephen Bailey 706.614.4436

Woodard & Curran
Will Medlin 864.710.6143

Kimely-Horn
Marcus Rubenstein 770.313-6053

Armourco Inc.
Buck Altschul 678.794.9396

Cobb County Water System
Steve McCullers 770.419.6225
Bill Higgins 770.419.6434

Arcadis
Anwer Ahmed 770.384.6518
Joe Gaskin 404.427.2324

McCoury Creek Mitigation Bank – Georgia (2014 - 2017)

Over 2,200 feet of stream restoration and monitoring for mitigation bank in Cherokee County, Georgia.

Phillips Creek Mitigation Bank – Louisiana (2014 - Present)

Over 14,000 feet of stream restoration, as-built survey and monitoring for mitigation bank in Sabine Parrish, Louisiana.

Alexander Creek Stream Restoration – Louisiana (2014 - 2016)

Reference reach and concept design for over 6,000 feet of stream restoration for property owner in West Feliciana Parrish, Louisiana.

Arrowhead Farms Mitigation Bank – South Carolina (2015 - Present)

Over 11,600 feet of stream restoration for mitigation bank in Union County, South Carolina.

Lufkin Mitigation Bank – Texas (2015 - Present)

Over 6,000 feet of stream restoration survey and design for mitigation bank in Angelina County, Texas.

Legacy Farms Walnut Creek – Georgia (2015 - Present)

Over 6,500 feet of stream restoration design and permitting for mitigation bank in Jones County, Georgia.

Live Oak Creek Mitigation Bank – Texas (2015 - 2016)

Over 6,300 feet of stream restoration design and as-built survey and monitoring for mitigation bank in Matagorda County, Texas.

Mill Branch Mitigation Bank – Texas (2015 - 2017)

Over 22,800 feet of stream restoration design, stake out, construction oversite and as-built/monitoring survey for mitigation bank in Denton County, Texas.

Graham Creek Mitigation Bank – Texas (2014 - Present)

Over 16,000 feet of stream restoration design for mitigation bank in Angelina County, Texas.

Houston-Conroe Mitigation Bank – Texas (2014 - Present)

Over 25,000 feet of stream restoration for mitigation bank in Conroe, Texas.

Tilton Field Mitigation Bank – Dalton, Georgia (2015 - Present)

Over 3,500 feet of stream restoration survey, design and monitoring for mitigation bank in Dalton, Georgia.

Tickanetly Streambank Restoration – South Carolina (2017 - Present)

Over 6,000 feet of stream restoration survey and design for mitigation bank in Angelina County, Texas.

Lesser Streambank Restoration – Fulton, Georgia (2017 - Present)

200 feet of streambank restoration survey, design and permitting for Property owner in Fulton County, Georgia.

Wahachee Creek Mitigation Bank – Georgia (2016 - Present)

Over 3,000 feet of stream restoration E&S design for mitigation bank in Georgia.

POND & COMPANY – North Perimeter Contractors-Transform I-285/SR-400 Project (January 2020 - Present)

Level II Environmental Design Professional – Bring entire project into compliance and certify for 3 consecutive months per EPD Consent Order. Primary responsibilities are to review project erosion control plans. Coordinate correspondence with NPC and EPD. Preparation of BMP deficiency reports and compliance reports.

Currently, project has been brought into compliance for 3 consecutive months as of early August 2021.

Stream and Pond Inspection – Observe and report impacts to 77 water bodies due to the construction of the 285/400 project. Provide solutions to remove sediment and restore streams as needed.

POND & COMPANY - Atlanta Gas Light STRIDE Program (March 2017 - Present)

Environmental Inspection - Primary responsibilities are to review project erosion control plans and ensure compliance with environmental permit requirements during construction and restoration activities. Coordinate correspondence with contractors, local agencies and client. Preparation of construction status reports and environmental compliance reports. Monitoring and documenting restoration activities.

Northwest Georgia Expansion - Environmental Inspection with 2 inspectors - 10 miles of 24" gas pipeline in Paulding and Cobb County (Mar 2016 – Mar 2019)

Paulding Tap & Main - Environmental Inspection with 2 inspectors - 6 miles of 8" gas pipeline in Paulding County (Dec 2019 – Jan 2021)

HWY 16E @ I-75N Jones Travel Center - Environmental Inspection with 1 inspector - 6.5 miles of 6³/₄" gas pipeline in Spalding County (Jan 2019 – Feb 2020)

Cumming to Hall - ES&PC Plan Design of 30 miles of 16¹/₈" gas pipeline from Cumming to Hall County (Nov 2019 – Jan 2020)
- **Environmental Inspection** with 4 inspectors to begin Jan 2022

Lumpkin County – Environmental Inspection of 1 mile of 8" gas pipeline with HDD oversight under the Chestatee River to connect to the Cumming to Hall County (August 2021 – Present)

Banks County – Environmental Inspection of 19 miles of 6" gas pipeline with HDD oversight with 4 NOI Segments (August 2021 – Present)

Mars Hill to Johnson Ferry Project (Bells Ferry Relay) – Environmental Inspection of 7,020 LF of 24" gas pipeline Cobb County (July 2021 – Present)

POND & COMPANY – Duke Energy/ Piedmont Natural Gas (March 2018 - Present)

Line 451 to Marshall Stream Plant - ES&PC Plan Design of 20 miles of 20" gas pipeline from Catawba County, NC (Dec 2018 – April 2019)

Line 451 Stream Restoration and Asset Protection - Plan Design & Construction Oversight 4 Perennial streams need stabilization to provide protection over a hot 20" gas pipeline Catawba County, NC (Jan 2020 - Present)

Mill Creek Stream Restoration and Asset Protection - Plan Design & Construction Oversight 600lf of stream realignment to provide protection over an exposed hot 12" gas pipeline crossing Mill Creek in Winston Salem, NC (Mar 2018 – Jan 2020)

POND & COMPANY – Stream Restoration Projects (March 2018 - Present)

Atlanta Belt Line – Enota Park Stream Restoration - Plan Design 600lf of stream realignment to provide environmental lift and utility protection Atlanta, Ga (Oct 2018 – May 2019)

City of Augusta On-Demand Services – Morningside Drive & Sandpiper Lane Stream Restoration - Plan Design 3000lf of stream realignment and bank stabilization to provide environmental lift and property protection Augusta, Ga (Mar 2020 – Present)

Riggin Creek Stream Restoration - Plan Design & Construction Oversight 700lf of Riggin Creek/400lf of tributary realignment to rebuild confluence before entering Etowah River due to unpermitted dam/pond construction Cherokee County, Ga (Jan 2018 – Aug 2020)

KIMLEY-HORN & ASSOC. – Stream Restoration Projects (June 2018 - Present)

Promenace II Parking Garage – Stream Mitigation - Plan Design 200lf of tributary realignment to mitigate the piping of a stream that was piped for the construction of a Parking garage Atlanta, Ga (June 2019 – Oct 2019)

Mayson House Wedding Venue – Plan Design 550lf of March Creek bank stabilization & tributary realignment to provide environmental lift and aesthetics for a wedding venue Atlanta, Ga (June 2019 – Jan 2020) on hold due to Covid-19

Southern Company – Piedmont Enhancement Project - Environmental Inspection – (June 2021 – Present)

Primary responsibilities are to review project erosion control plans and ensure compliance with environmental permit requirements during construction and restoration activities. Coordinate correspondence with contractors, local agencies, and client. Preparation of construction status reports and environmental compliance reports. Monitoring and documenting restoration activities.

WOFFORD EARTHWORKS – Stream Restoration Projects (June 2018 - Present)

Construction Oversight – Riggin Creek Stream Restoration (Cherokee Co, GA),
Duke Energy 5 – Asset protection Stream stabilization projects (NC),
Huntcliff River Club House Chattahoochee River Streambank Stabilization (Sandy Springs, Ga)

BURNS & MCDONNELL - Atlanta Gas Light STRIDE Program (November 2020 - Present)

Environmental Inspection - Primary responsibilities are to review project erosion control plans and ensure compliance with environmental permit requirements during construction and restoration activities. Coordinate correspondence with contractors, local agencies, and client. Preparation of construction status reports and environmental compliance reports. Monitoring and documenting restoration activities.

Riverdale LNG Tail Gas Compressor Station- Environmental Inspection with 1 inspector – Substation construction in Riverdale, Ga (Mar 2021 – Present)

GPC Lake Ridge Pkwy Substation- Environmental Inspection with 1 inspector – Substation construction in Riverdale, Ga (Mar 2021 – Present)

Taylor Road Odorizer - Environmental Inspection with 1 inspector – Substation construction in Riverdale, Ga (Mar 2021 – Present)

WOODARD & CURRAN - Atlanta Gas Light STRIDE Program (Jan 2012 - Present)

Erosion and Sediment Control Plan Design – Design erosion and sediment control plans for linear construction of gas pipeline project through an urban/suburban corridor. Also, design separate E&SCP for site construction of a gas regulator station.

For the following project:

Suwanee to Friendship Pipeline – 12 miles of gas pipeline in Gwinnett/Hall (Jan – March 2016)

Environmental Inspection - Primary responsibilities are to review project erosion control plans and ensure compliance with environmental permit requirements during construction and restoration activities. Coordinate correspondence with contractors, local agencies and client. Preparation of construction status reports and environmental compliance reports. Monitoring and documenting restoration activities.

For the following projects:

Duluth Highway Pipeline - 9 miles of gas pipeline in Gwinnett County (Jan – Oct 2015)

Ellijay to Blue Ridge Pipeline – 20 miles of gas pipeline in Gilmer/Fannin (Sept - Feb 2013)

Cherokee to Forsyth Pipeline – 14 miles of gas pipeline in Cherokee/Forsyth (May – July 2012)

Cherokee to Forsyth Pipeline – 7 Stream 24" gas pipeline crossings in Cherokee (Jan – May 2012)

WOODARD & CURRAN - Saraland Stream Restoration - Georgia (2016)

2,000 feet of stream restoration field design/survey to remove dam & restore impacted streams near Macon, Georgia

Jeremy S. Dean Prior Work Resume-

ARCADIS (2002 - October 2011)

MS4 NPDES Phase 1 Inspection (2011)

DeKalb County Dept. of Watershed Management

Served as point of contact with the county and completed inspection of 500 commercial sites for NPDES phase 1 compliance. This project was to be completed in six weeks in order for DeKalb to successfully resubmit their NPDES permit with the state before July 1st.

Construction Management Services

Capital Improvement Projects (2004-2010) Cobb County Water System, Cobb County, GA

Served as the Resident Designer/Erosion Control Specialist with duties to oversee/coordinate survey, design, plan preparation, CAD management, review process, permitting (NPDES, Railroad agreements, Utility agreements, LDP, Stream Buffer Variance, Wetlands, etc.), and assist in easement acquisitions, bid advertisement, pre-construction meetings and erosion control inspections. Managing 20-30 water distribution and sewer collection capital improvement projects at any one time with a support staff of five CAD drafters and a survey crew.

Projects would include the replacement of water mains, residential and commercial meters, valves, fire hydrants, sewer mains, manholes, clean outs and lift stations. The following projects provide a few examples of the challenges I have encountered designing around utility conflicts and for public safety. Evaluating, designing, and overseeing the installation of temporarily relocating and capping the water mains over Interstate 75 at Hickory Bridge Rd and Wade Green Rd for the purpose of raising those bridges. Evaluating and designing the new water main installation of the water mains on two pedestrian bridges over Interstate 285. Evaluating impacts and designing the water main and distribution infrastructure within the CSX Railroad bridge realignment project at Canton Rd extension over Cobb Parkway. Also, provided topographical land survey and design support to the county's Stormwater Management Division. Coordinated elevation surveys of over 400 homes in the month following the September 2009 Flood. Provided field engineering and/or designed plans for flood related issues.

Water System Audit and Inventory (2005-2006)

City of Atlanta Department of Watershed Management, Bureau of Drinking Water, Atlanta, GA
Served as Resident Design Technician, compiling the Bureau's water as-built placards and providing location maps for field technicians to locate, inventory, GPS, detect leaks and turn valves in an effort to collect data needed to repair and improve the water distribution system. Also, back-filled the field technician role when needed.

Eagles Landing Parkway Bridge Widening and Interchange Improvements Over Interstate 75 (2004)

Henry County Water & Sewerage Authority, Henry Co., GA
Served as Resident Project Representative, providing on-site field engineering and construction oversight to avoid design flaws and conflicts, aid in construction staging issues, coordinating with multiple water and sewer contractors to avoid conflicts with the roadway construction. Maintained material supplies and invoices from county to contractors for the water distribution and sewer collection relocation work in order to account for Georgia DOT's reimbursement agreement to Henry County. (Water and sewer plans were designed by another consultant.)

Brookdale Stream Bank Restoration (2004) City of East Point, GA

Duties included survey, design and CAD for the preparation of the plans. Also, served as construction manager and field engineer utilizing the city's sewer maintenance crew for the restoration of the stream bank running through a Brookdale park in East Point.

Water Resources Specialist (2002-2003)

Preparation of highway transportation projects; drainage computation and design for storm sewers, ditches, and wetland mitigation; drainage quantities and take-offs; client relations; and field survey.
Below are some project specific examples.

Lumpkin Street and Baxter Street (2003) Athens-Clarke County, Athens, GA

Plan preparation and design of the storm drain system and bio-retention areas for the roadway improvement project near University of Georgia. Duties included basin delineation, culvert design and calculations, storm system piping design and calculations and CAD drawings for plan and profile plan sheets.

Standby Engineering Services (2003) Fulton County, Fulton County, GA

Duties included field engineering, survey, design, and plan preparation for multiple storm system projects throughout Fulton County. Examples are as follows; culvert extensions, day-lighting old piping systems, small ponding issues.

I-585 Spartanburg, SC (2002)

Involved in the storm system design and plan preparation for the Interstate Interchange roadway SCDOT project near USC in Spartanburg. Duties included basin delineation, culvert design and calculations, storm system piping design and calculations and CAD drawings for plan and profile plan sheets.

AMERICAN ENGINEERS, INC. Design Engineer (2000-2002)

Drainage computation and design, quantities and take-offs, traffic control signing and marking, right-of-way staking, construction staking, and field verification for Ga DOT projects.



March 27, 2017

To Whom It May Concern:

I am pleased to write a letter of reference for Buck Altschul of Armourco, Inc.

Buck and I have an extensive history working together in the development industry. We met in 2010 and have worked together on several stream restoration and mitigation banking projects, including:

- Tower Road 2 Mitigation Bank in Troup County, GA. This 2000-acre project included protection of 461 acres of stream buffers, 89 acres of wetlands and restoration and preservation of over 69,670 feet of stream.
- Messier's Creek Mitigation Bank in Coweta County, GA. This 750-acre project included protection of 313 acres of stream buffers, 45 acres of wetland and over 27,970 feet of stream restoration and preservation.
- Good Neighbor Creek Mitigation Bank in Dawson County, GA. This project involved the surveying of over 60,000 feet of stream for monitoring purposes.
- Tallapoosa Mitigation Bank in Haralson County, GA. This project was 700 acres, including 196 acres of stream buffer and 8 acres of wetland protection and over 51,405 feet of stream restoration and preservation.
- Westpark Subdivision Bridge Rehabilitation and Stream Restoration project, which included natural channel design structures to prevent future bridge abutment failures.

Buck served as the land developer on these highly-specialized projects. As the developer, he oversaw the project in its entirety; including planning, permitting, vendor selection, budget forecasting and tracking, project implementation, daily project management, inspection and platting. The permitting of these projects was a monumental undertaking and involved Buck working with the USACE, EPA, EPD, US Fish & Wildlife and numerous other regulating agencies.

As a professional engineer and designer, I found Buck to be a valuable source of knowledge regarding the numerous aspects of development. Buck's educational background in engineering provides him an edge in understanding design and construction. Buck is an excellent problem solver and looks for simple, cost effective solutions to fix complicated problems in the field. His attention to detail and sense of urgency are second to none. Buck is a pleasure to work with and his infectious personality allows him to quickly put anyone at ease.

I highly recommend Buck for any development project that you are working on.

Respectfully submitted,

Brian King, PE
GA PE# 023747
President – Engineering303, LLC
brian@engineering303.com



March 21, 2017

To whom it may concern,

I have known Buck Altschul for over a year now and I am pleased to write this recommendation letter for Armourco Inc. Armourco Inc.'s quality and attention to detail is second to none and Buck has employed a very knowledgeable and capable staff who understand how to get the job done safely, within budget and on-time. Buck and his staff are very responsive and work well with other onsite contractors. Armourco Inc.'s end product is of the highest quality and I would highly recommend Armourco Inc. for any future project.

Sincerely,

A handwritten signature in blue ink that reads "Jonathan Pressley". The signature is fluid and cursive, with a prominent loop at the end of the last name.

Jonathan Pressley
Area Land Development Manager
Century Communities of Georgia, LLC
678-899-5430
jpressley@centurycommunities.com



Design and Planning • General Contracting • Pre-Engineered Buildings • Rack Systems

March 24, 2017

To whom it may concern:

CT Darnell Construction began working with Armourco, Inc. in 2016. Armourco, Inc. performed the site work for a road widening and improvements project at the intersection of W Ridge Road and Highway 129 in Gainesville, GA for a Racetrac Gas Station. This project had a tight schedule and was very technical. Armourco helped us bring the project to a close even though they were not the contractor that started the project. Armourco came in, gave us full attention, and helped us complete the project when we were behind the eight ball to finish it. We gave Armourco the site work contract on 3 additional projects since the Racetrac Road improvements because of their attention to detail, quick turnaround on requests for work, and because they were so easy to work with. Buck Altschul, Owner and President of Armourco, Inc., is a man of his word and he signs his contracts with a handshake. Buck believes in doing things right the first time. He is always looking for a better and more cost-effective way of getting the same requested result. The three projects he has helped us execute with excellence consist of a new office building for chemical manufacturer in Powder Springs, a new office building for a steel fabrication company in downtown Atlanta in the middle of the CSX Tilford Yard, and a new bank in Norcross. His scopes on these projects included erosion control, demolition, clearing, grading, soil remediation, storm drainage, underground detention, private drainage systems for roof drain water collection, sanitary sewer, water, paving, striping, and signage. The leadership and field management of Armourco is hands on, detailed and thorough on their follow through. They are willing to go the extra mile, often going above and beyond. It is encouraging to find a high-quality site work contractor that enjoys what they do and that prides themselves on customer satisfaction. I would highly recommend Armourco, Inc. and Buck Altschul for any land development or site work projects you may have.

Best Regards,



Forrest Ferqueron
V.P. of Construction Operations

A Division of WTD Holdings, Inc.

2255 Justin Trail • Alpharetta, GA 30004 • Phone (800) 353-0892 • Fax (770) 569-9944

www.CTDarnell.com • www.Sunbelt-Rack.com



Kenneth Price
City of Woodstock
Site inspector
12453 Hwy 92 Woodstock ,Ga 30188
10/15/2019

This letter of recommendation is being written on behalf of Armourco. The city of Woodstock has worked with Armourco on multiple successful utility projects within the City of Woodstock. Armourco is a knowledgeable and reliable utility contractor that we would recommend for any future projects. Armourco's character and workmanship are very professional & second to none.

Armourco has worked well with our inspectors and engineers, even assisting our engineers on a small water line design due to change of scope on a project. They are attentive to the City of Woodstock and its citizens needs throughout the duration of their projects. Armourco is very responsive to any corrective action that may be needed, as well as any complaints that may come forth from outside parties.

We can consider Armourco to be capable, knowledgeable and an honest contractor that we would recommend to perform any site work and utility projects.

Sincerely

Kenneth Price
City Of Woodstock
Site Inspector



CITY OF GAINESVILLE
•
PUBLIC UTILITIES
DEPARTMENT
•

757 Queen City Parkway, SW
Gainesville, Georgia 30501
Telephone: 770.538.2466
Fax: 770.535.5634

Web Site: www.gainesville.org

October 18, 2019

To Whom It May Concern:

RE: Armour Co.

This letter is to inform that Armour Co. has, to date, satisfactorily installed public water mains in the City of Gainesville system. They proved to be knowledgeable and skillful in the installation of water mains. I was also pleased with their attitude, and willingness to install in accordance with our specifications. Therefore, I would have no problem with recommending Armour Co.

If you have any questions please call me at (770)-535-6860 ext. 2369.

Sincerely,

Matt Simmons
Construction and Engineering Inspector

F. PROPOSED SCHEDULE



ARMOURCO

SITework — UTILITIES — CONSULTING

VALLEY DRIVE CHANNEL STABILIZATION SCHEDULE

Tasks	DURATION MONTHS	2023												2024				
		AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER			
OWNER COORDINATION	9																	
ADJACENT PROPERTY OWNER COORDINATION	1																	
SURVEY AND DESIGN	2																	
PERMITTING	5																	
CONSTRUCTION	2																	
FINAL ACCEPTANCE AND ASBUILTS	1																	

This schedule does not include rain or delays outside of Armourco's control.

G. SIMILAR PROJECTS

**Killian Creek Stream Relocation Line 451 Stream Restoration and Asset Protection –
Plan Design & Construction Oversight**



Blow out after gas line install due to Hurricane



Re-routed and stabilized with in-stream structures

400 linear feet of a 35' wide stream needed to be re-routed and stabilization to provide protection over a hot 20" gas pipeline due to hurricane Florence. Located in Catawba County, NC

Duke Energy
Christopher Friel, Environmental Services Manager
Phone: (336) 682-3122
2300 Lowery Street, Winston-Salem, NC 27101

Begin: Jan 2020

Completed: July 2021

Mill Creek Stream Restoration and Asset Protection - Plan Design & Construction Oversight



Relic tree fall created an expose 12" gas line



Re-routed stream away from gas line

600 linear feet of a 60' stream realignment to provide protection over an exposed hot 12" gas pipeline crossing Mill Creek in Winston Salem, NC

Piedmont Natural Gas(now Duke Energy)
Adam C. Spry, Director- Land Services, Enablement
4720 Piedmont Row Drive (PNG 04A)
Charlotte NC 28210
Office-704-731-4606

Begin: Mar 2018

Completed: March 2020

City of Augusta On-Demand Services – Morningside Drive Stream Restoration - Plan Design



Streambanks eroding properties due to flashy systems Re-worked stream bankfull dimensions & bench

3000 linear feet of a 45' wide stream realignment and bank stabilization to provide environmental lift and property protection for homeowner properties in Augusta, Ga

City of Augusta
Hameed Malik, Ph.D, P.E.
Director of Engineering
Phone: (706) 796-5040
HMalik@augustaga.gov

Begin: March 2020

Completed: June 2023

City of Augusta On-Demand Services – Sandpiper Lane Stream Restoration - Plan Design



Streambanks eroding properties due to flashy systems Re-worked stream bankfull dimensions & bench

1500 linear feet of a 20' wide stream realignment and bank stabilization to provide environmental lift and property protection for homeowner properties in Augusta, Ga

City of Augusta
Hameed Malik, Ph.D, P.E.
Director of Engineering
Phone: (706) 796-5040
HMalik@augustaga.gov

Begin: March 2020

Completed: March 2023

Riggin Creek Stream Restoration - Plan Design & Construction Oversight



Stream was excavated for an unpermitted pond



Re-worked stream bankfull dimensions & bench

700 linear feet of 35ft wide Riggin Creek and 400 linear feet of tributary realignment to rebuild confluence before entering Etowah River due to unpermitted dam/pond construction in Cherokee County, Ga.

Mr. C. Max Zygmunt, Owner's Representative
KMCL—Kazmarek Mowrey Cloud Laseter LLP
1230 Peachtree Street N.E., Suite 3600
Atlanta, Georgia 30309
mzygmunt@kmcllaw.com

Begin: Jan 2018

Completed: Sept 2020

Alpha Loop Stream Restoration and Bridge Stabilization project – Construction Contractor



November 30, 2021 COMPLETION



November 21, 2022 - 1 YEAR LATER

100 linear feet of a 6' wide stream needed to be re-routed, 1 Log Cross Vane was installed, coir fabric soil encapsulated lifts were installed on a shear cut eroded bank. Rip rap stabilization under the bridge protecting the bridge abutments were completed as well to protect a newly installed pedestrian bridge that was installed by a different contractor. Rip Rap storm outlet protection and a plunge pool was installed on an existing headwall and tied into the stream restoration. Located in Alpharetta, GA.

City of Alpharetta
Dennis Roland, Maintenance Program Manager
Phone: (404) 391-1459
2 Park Plaza, Alpharetta, GA 30009

Begin: Nov 2021

Completed: Nov 2021

H. CITATIONS AGAINST FIRM

Armourco, Inc., nor any members of the firm, have or has ever had a citation against them from the U.S. or Georgia Environmental Protection Division.

I. COMPANY BACKGROUND

Armourco, Inc.

Main Office

123 Dixie Court

Woodstock, GA 30189

Buck Altschul, President and Owner

678-794-9396

Land 2 Water Services, LLC

Main Office

3050 Westwood Drive

Acworth, GA 30102

Jeremy S. Dean, Managing Member

678-525-3764

J. VALID INSURANCE CERTIFICATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/28/2023

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 Partners Risk Services, LLC 10692 Medlock Bridge Road Suite 200 Johns Creek GA 30097	CONTACT NAME: Angie Dixon	PHONE (A/C, No, Ext): (770) 609-2733	FAX (A/C, No): (770) 609-2749
	E-MAIL ADDRESS: adixon@partnersrs.com		
INSURED Armourco, Inc. 123 Dixie Court Woodstock GA 30189	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Frankenmuth Mutual Insurance Company		13986
	INSURER B: Builders Insurance		10704
	INSURER C: Crum & Forster		
	INSURER D:		
	INSURER E:		

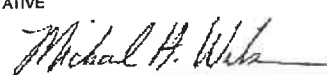
COVERAGES CERTIFICATE NUMBER: 23-24 REVISION NUMBER:

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:			6717017	07/07/2023	07/07/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6717016	07/07/2023	07/07/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6717017	07/07/2023	07/07/2024	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
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 N	N/A	WCV0263540	07/07/2023	07/07/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contractor's Pollution Liability/E&O			PKC113117	07/07/2023	07/07/2024	Per Occurrence \$3,000,000 Aggregate \$3,000,000

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

All parties required by written contract are included as additional insureds with respects to general liability per the attached endorsement. Umbrella follows form excess of general, auto and employers liability coverage.

CERTIFICATE HOLDER The City of Dalton P O 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 

© 1988-2015 ACORD CORPORATION. All rights reserved.

K. VENDOR PACKET

**Attachment D – Service Vendor
Packet**

