



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

**A G E N D A**

**Call to Order**

**Pledge of Allegiance**

**Approval of Agenda**

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

**Presentations:**

1. Department Head Reports

**Minutes:**

- [2.](#) Mayor and Council Minutes of March 18, 2024

**New Business:**

- [3.](#) (1) New 2024 Alcohol Beverage Application
- [4.](#) Renewal of EMCOR HVAC Maintenance Agreement for 100 S. Hamilton Street
- [5.](#) Renewal of Spectra Floor Cleaning Contract for City Hall
- [6.](#) Municipal Court Judge Contract Amendment
- [7.](#) Resolution 24-11 A Resolution to Adopt Urban Revitalization Plan
- [8.](#) Task Order No. 011 Arcadis Temple Beth El Design Services
- [9.](#) 2024 Annual Milling and Resurfacing Project Consideration of Contract Award to Northwest Georgia Paving, Inc.

**Supplemental Business**

**Announcements**

**Adjournment**

THE CITY OF DALTON  
MAYOR AND COUNCIL MINUTES  
MARCH 18, 2024

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Councilmember Mock led the audience in the Pledge of Allegiance.

APPROVAL OF AGENDA

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

PUBLIC COMMENTARY

Freddie Johnson came before the Mayor and Council requesting their assistance in dedicating a plaque at the Community Center honoring Henry (Hank) Anderson for his many accomplishments while working for the Recreation Department back in the late 1950's.

DEPARTMENT HEAD REPORTS

Director of Tourism Margaret Thigpen presented a presentation to the Mayor and Council regarding the CVB's production for 2023 and increase revenue in hotel-motel taxes. Thigpen also updated the Mayor and Council on 2024 January and February potential events, projections and economic impact to the City of Dalton. Lastly, Thigpen previewed a video of the Taste of the Dalton to the Mayor and Council.

MINUTES

The Mayor and Council reviewed the Regular meeting minutes and Work Session minutes of March 4, 2024. On the motion of Council member Mock, second Council member Farrow, the minutes were approved. The vote was unanimous in favor.

FY-2023 BUDGET AMENDMENT #7

Chief Financial Officer Cindy Jackson presented FY-2023 Budget Amendment #7 for the year end of 2023. On the motion of Council member Mock, second Council member Farrow, the Amendment was approved. The vote was unanimous in favor. A copy of this complete Amendment is a part of these minutes.

FY-2024 BUDGET AMENDMENT #1

Chief Financial Officer Cindy Jackson presented FY-2024 Budget Amendment #1. On the motion of Council member Mock, second Council member Goodlett, the Amendment was approved. The vote was unanimous in favor. A copy of this complete Amendment is a part of these minutes.

RESOLUTION 24-10 - CONGREGANTS OF TEMPLE BETH EL

City Administrator Andrew Parker presented Resolution 24-10 to approve the acceptance of the property from the former congregants of Temple Beth El. Parker stated this resolution is a substitute compared to the one that was published in the agenda. Parker further stated this resolution only accepts the property from the remaining congregates of the Temple Beth El located at 501 Valley Drive. Parker stated the site will be converted to a stormwater improvement Memorial Park. On the motion of Council member Mock, second Council member Lama, the Resolution was approved. The vote was unanimous in favor.

ANNOUNCEMENT

Mayor Sams announced the April 1<sup>st</sup> meeting of the Mayor and Council has been cancelled and the next regular meeting will be held April 15, 2024.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 6:24 p.m.

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

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

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



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting  
**Meeting Date:** 04/15/2024  
**Agenda Item:** 2024 Alcohol Beverage Application  
**Department:** City Clerk  
**Requested By:** Gesse Cabrera  
**Reviewed/Approved by City Attorney?** N/A  
**Cost:** N/A  
**Funding Source if Not in Budget** N/A

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

(1) New 2024 Alcohol Beverage Application review.

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

**(1) 2024 ALCOHOL APPLICATION(S)**

- |                    |                     |
|--------------------|---------------------|
| 1. Business Owner: | Juan's Wieners Inc. |
| d/b/a:             | Juan's Wieners      |
| Applicant:         | Nicolas Lama        |
| Business Address:  | 301 N. Hamilton St. |
| License Type:      | Pouring Beer, Wine  |
| Disposition:       | <b>New License</b>  |



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting  
**Meeting Date:** 4/15/24  
**Agenda Item:** Chamber of Commerce Building HVAC Maint. Agreement  
**Department:** HR  
**Requested By:** Greg Batts  
**Reviewed/Approved by City Attorney?** Previously  
**Cost:** \$4380.00  
**Funding Source if Not in Budget** Budgeted

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

Annual preventative maintenance for the Chamber of Commerce Building.

March 28, 2024

Attention Greg Batts  
Dalton Chamber of Commerce  
100 South Hamilton St  
Dalton GA  
30720

Re: HVAC PM Service Agreement Renewal / Agreement #11000224

Dear Greg:

Some of the real advantages in having EMCOR Services Aircond maintain your HVAC equipment is fewer breakdowns, better response time when you do have a problem, increased comfort and/or production, longer equipment life and increased operating efficiency.

EMCOR Services Aircond, like most companies, continually strives to keep our own operating costs in line. Normal inflationary increases in labor and materials forces us to periodically evaluate our ability to continue to provide our customers with the quality service they expect and deserve.

Given current economic conditions, we will need to apply a small Cost of Living increase to continue to provide you with the top service you deserve. The adjusted service agreement price will change from \$4,092.00 per year to \$4,380.00 per year (payable \$1,095.00 per quarter) effective May 1, 2024.

We would like to thank you for your business and continued partnership with EMCOR Services Aircond. Please acknowledge your acceptance below and return to me at your earliest convenience. Let me know if there is anything else I can do for you.

Sincerely,

Approved by  
Signature: \_\_\_\_\_  
Name/Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Jack Melcher  
Client Support Specialist  
Direct: 770-767-9228  
Email: Jmelcher@aircond.com



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting  
**Meeting Date:** April 1, 2024  
**Agenda Item:** Spectra Cleaning Contract for City Hall  
**Department:** Human Resources  
**Requested By:** Greg Batts  
**Reviewed/Approved by City Attorney?** Previously  
**Cost:** \$4945.92

**Funding Source if Not in Budget**

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

Cleaning and maintenance of carpet and CVT flooring for all three floors of City Hall



Spectra Contract Flooring  
 Georgia  
 6684 Jimmy Carter Blvd Suite 500  
 Norcross, GA 30071



Phone: (770) 729-2700  
 Fax: (770) 263-8812

Proposal Submitted To City of Dalton		Attention Greg Batts		Phone (706) 278-9500	Fax (706) 278-8245	Date 08/17/23
				Job Name PCDA/City Hall Cleaning Maintenance		Job # 201140
Street P.O. Box 1205				Job Street P.O. Box 1205		Proposal ID 365222
City, State and Zip Dalton, GA 30722	Architect	Date of Plans	Add #	Job City, State and Zip DALTON, GA 30722	Customer Job # None	Customer PO None

We hereby submit specifications and estimates for:

Item Description	Price
Clean Carpet 1x year - 1st Floor (All Area's - Halls, Offices) 2x for Council Chambers Carpet.	\$2,137.24
Clean Carpet 1x year - 2nd 3rd Floors - (All Area's - Halls, Offices)	\$2,073.60
Clean & Wax 1x year 1-3 Floors Breakrooms, Quarterly payments of \$1,236.48 (2024 - 2025) Yearly Cleaning Maintenance).	\$735.08
<b>Base Bid Total:</b>	<b>\$4,945.92</b>

We PROPOSE to perform the work complete in accordance with the specifications and as described above for the SUM of:

Signature: Tony Gladson Tony Gladson Cell: (706) 463-3958 \$4,945.92  
 Email: [tony.gladson@spectracontract.com](mailto:tony.gladson@spectracontract.com)

**Conditions of Proposal:**

- This Proposal may be withdrawn, if not accepted, within 30 days of its issuance. Spectra will consider reasonable requests to engage in negotiations for revisions to this Proposal, including signing a subcontract that includes the terms of this Proposal. A proposal not accepted within 30 days will be subject to price escalation of materials, labor, freight and fuel costs.
- This proposal is subject to credit review and approval. Payment terms are net 30 days. A convenience fee of 2.5% will be added if paying via credit card. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay Spectra's reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed.
- All work shall be performed in a workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order.
- Prior to commencement of Spectra's work: (a) Customer shall test all concrete sub floors receiving flooring for vapor emission levels and alkalinity per manufacturers' recommendations utilizing ASTM F2170 and provide written results to Spectra, including a list of any sealers applied to the concrete sub floor; (b) If Customer does not provide such reports at least 10 days prior to commencement of Spectra's work, then Customer shall provide Spectra with access to all concrete sub floors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturers' requirements for installation will require correction or the execution of a separate waiver agreement.
- All work is contingent upon strikes, accidents or delays beyond Spectra's control. Customer shall carry insurance for all hazards, including fire. Spectra's workers are fully covered by Worker's Compensation and Liability Insurance.
- Customer represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to Spectra of all such substances and their location(s). To the fullest extent permitted by law, Customer shall indemnify, defend and hold Spectra harmless from any damage, claim, loss, expense and attorney fees related to Spectra's liability, if any, including any federal or state statute related to hazardous or other dangerous substances.
- Spectra is fully licensed, bonded, and insured. This proposal does not include participation in any OCIP/CCIP or related programs. Requests for Spectra to participate in such programs may result in additional costs.
- Notwithstanding anything herein to the contrary, all prices are subject to immediate increase without limitation in the event of material change to applicable duties, taxes, tariffs, similar charges, or other government action.

**ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby ACCEPTED. You are authorized to do the work as specified.**

Customer: City of Dalton Signed: \_\_\_\_\_ Date: \_\_\_\_\_



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** April 15, 2024

**Agenda Item:** Municipal Court Judge Contract Amendment

**Department:** Human Resources

**Requested By:** Greg Batts

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

**Cost:** \$0.00

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

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

Amendment to make payments for performance of Municipal Court Judge duties to the Cowan Law Firm, LLC

**FIRST AMENDMENT TO AGREEMENT**

This agreement is effective the 15<sup>th</sup> day of April, 2024, between the City of Dalton, Georgia (“City”) and Robert Adam Cowan (“Cowan”) as follows:

WITNESSETH:

**WHEREAS**, the Mayor and Council of the City have appointed Cowan as the Municipal Court Judge for the City; and

**WHEREAS**, the parties have previously entered into a written agreement setting forth all terms, conditions, and obligations of the parties, which is dated January 8, 2024 (the “Agreement”);

**WHEREAS**, the parties desire to modify paragraph 4 of the Agreement pursuant to the terms below.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises, the parties agree as follows:

Paragraph 4 of the Agreement is struck in its entirety and replaced with the following:

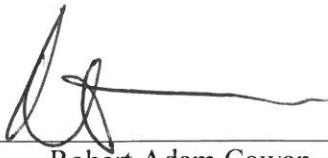
**4. Compensation.** The City shall pay Cowan the sum of \$5,300.00 per month via payment to The Cowan Law Firm, LLC. Cowan shall not be entitled to receive any employment benefits from the City and Cowan shall not be eligible to participate in any benefit programs that the City currently provides or may someday provide for its employees, including but not limited to vacation, paid holidays, sick leave, health insurance, life insurance, pension or retirement plans, disability programs, or other benefits. The City will not provide unemployment insurance or workers’ compensation insurance for Cowan. Cowan’s compensation will be reported to the Internal Revenue Service on a Form 1099 and not a Form W-2. Cowan is obligated to pay federal and state income taxes on any monies paid pursuant to this Agreement. The City will not withhold from Cowan’s compensation any amounts for taxes of any kind.

All other provisions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year first above set forth.

City of Dalton, Georgia

By: \_\_\_\_\_  
Annalee Harlan Sams, Mayor

  
\_\_\_\_\_  
Robert Adam Cowan

Attest: \_\_\_\_\_  
City Clerk



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 04/15/24

**Agenda Item:** Resolution 24-11

**Department:** Administration

**Requested By:** Andrew Parker

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

**Cost:**

**Funding Source if Not  
in Budget**

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

Resolution 24-11 Adoption of the Greater Dalton Urban Revitalization Plan

**RESOLUTION 24-11**

**A RESOLUTION TO ADOPT URBAN REVITALIZATION PLAN**

**WHEREAS**, the City of Dalton, in conjunction with Whitfield County, the Dalton Housing Authority, and members of the Dalton Whitfield Community, has undertaken a comprehensive assessment of the strengths and opportunities for growth in the community;

**WHEREAS**, the City desires to protect its resources while at the same time attracting new investment and encouraging strategic economic development; and

**WHEREAS**, the City has solicited public input for an Urban Revitalization Plan (the “Plan”); and

**WHEREAS**, the Plan outlines development goals for the City; and

**WHEREAS**, the Plan provides a strategic plan to protect neighborhoods, support new housing opportunities, and provide affordable housing; and

**WHEREAS**, the Plan provides a framework for creating quality development, including retail and commercial development, that benefits the quality of life of residents; and

**WHEREAS**, the Plan discourages blighted areas, and facilitates the attraction of high-quality development, targeted mixed-use options, and new housing opportunities; and

**WHEREAS**, the Plan seeks to support local educational organizations, safe and accessible parks and recreational opportunities, and improved transit opportunities;

**NOW THEREFORE BE IT RESOLVED**, that the Mayor and Council of the City of Dalton hereby adopt the Plan;

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

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

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

**CITY OF DALTON, GEORGIA**

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

ATTESTED TO:

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

# Greater Dalton

Urban Revitalization Plan



LOOKING  
FORWARD

APRIL 2024

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# Chapter 1

# Introduction

## Project Description

The Whitfield County Board of Commissioners (BOC) and the City of Dalton, in coordination with the Dalton Housing Authority and the broader Dalton-Whitfield community, has undertaken the development of this Greater Dalton Revitalization Plan. This page provides an introductory overview of the importance of creating a Revitalization Plan for the selected area.

### **THIS PLAN IS KEY TO ATTRACTING NEW INVESTMENT TO THE AREA**

Revitalization Plans are tools for focusing public policy and future public investments with the goal of bringing revitalization and economic growth to a focused area of a community. By generating this plan, the governing authorities and the broader community can leverage it to attract new investment into the targeted area and incentivize strategic economic development. Areas across Georgia have successfully used Revitalization Plans to attract millions of dollars of investment into new developments that have improved the quality of life of area residents and stakeholders. This plan is an exciting opportunity to do this same thing in the Greater Dalton area.

### **THIS PLAN IS JUST THE BEGINNING OF THE PROCESS**

The creation of this Revitalization Plan represents just the beginning of a longer process to bring new development, investment, and transformation to the selected geographic area. Each of the recommendations of this plan will require further discussions amongst developers, community members, community leaders, and all pertinent stakeholders in order to fully bring the vision of this plan to life.

### **THIS PLAN IS A FLEXIBLE FRAMEWORK**

The recommendations of this plan represent a guiding framework for the revitalization of the community. The overarching goals and vision of improved quality of life are essential to the plan and as such should not be changed or lessened in any way. The methods and specific plan recommendations may be adjusted over time as stakeholders and partners work to bring this plan to life. In this way, the plan is a flexible framework for future decision making and investment that serves to guide area partners and developers towards the primary goals of bringing investment, revitalization, and improved quality of life to the Greater Dalton Community.



## Chapter 2

# Existing Conditions

### Study Area Boundaries

The Greater Dalton Revitalization Plan Area is an area of centered around the City of Dalton bound by the Bypass (A.K.A. State Route 3/US 41) to the north, south, and east, and I-75 to the west. The area includes a parcel owned by the Dalton Housing Authority and this plan serves as a vital resource for establishing a quality community framework plan that supports the future redevelopment of the area, including the site of the Dalton Housing Authority. The Plan Area is defined by undeveloped land, low- density retail and commercial uses, and the location of many public elementary, middle, and high school campuses. The Plan Area encompasses a major Dalton-Whitfield area employment and employment training centers including the Medical District, Downtown Dalton, Dalton State College, and Georgia Northwestern Technical College. The Plan Area is further aided by the presence of Whitfield County Transit that provides a direct connection between the selected area and the broader Dalton-Whitfield community.

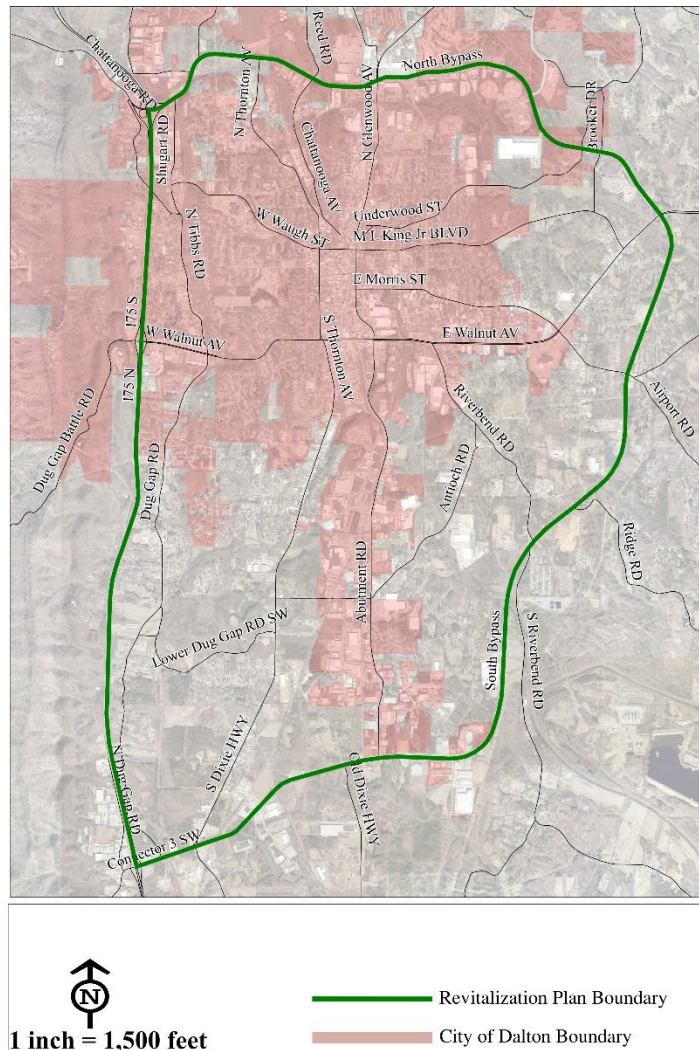


Figure 1: Plan Area Boundary

## Comprehensive Plan: Current Land Use

The Current Land Use map from the Joint Dalton-Whitfield-Varnell Comprehensive Plan designates the Plan Area as a variety of Land Use classifications. The majority of the area is designated as residential, reflecting the significant presence of public schools. The area along major corridors is designated as Commercial and Manufacturing, reflecting the existing commercial and industrial nature of these thoroughfares. The area outside of the Plan Area is designated as rural and emerging suburban, reflecting the stabilized low-density single-family neighborhoods that border the Plan Area.

### Current Land Use

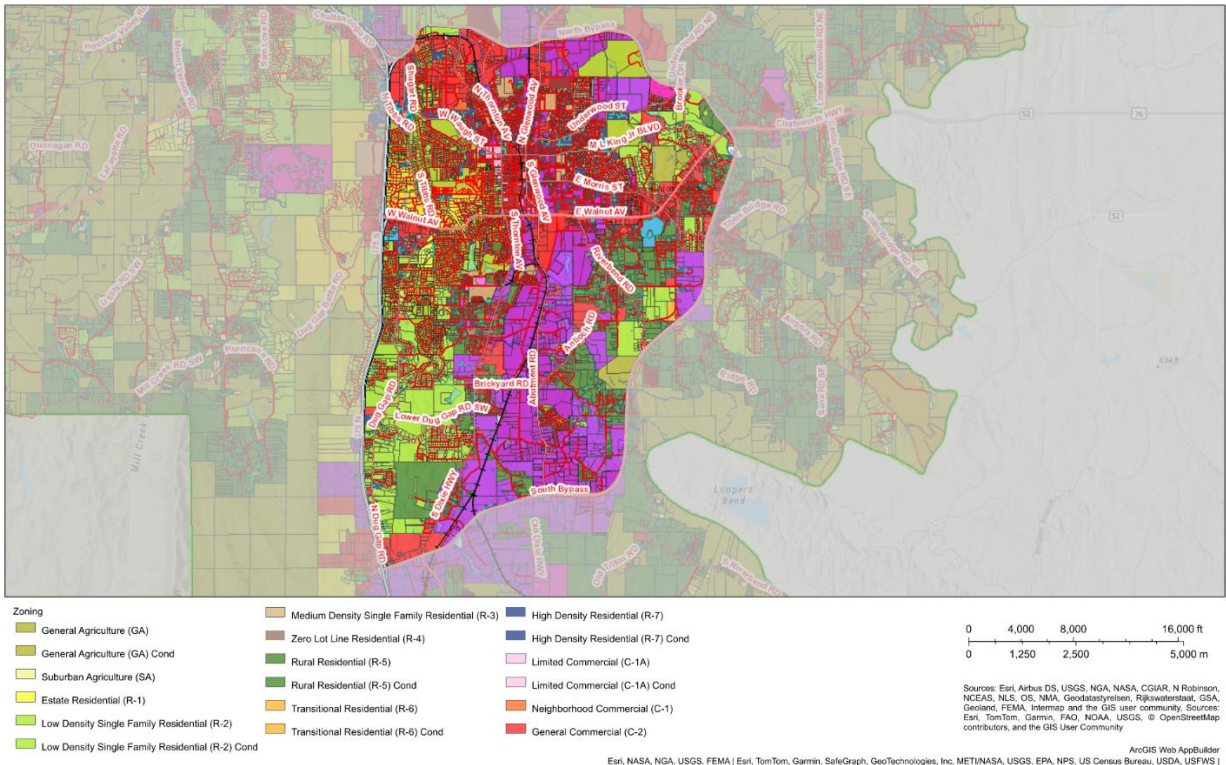


Figure 2: Current Plan Area Land Use

## Comprehensive Plan: Land Use Policies

In areas where there is a precedent for commercial and professional office development, commercial and professional zoning should be limited to a radius of approximately 1,500 feet from the center of intersections, and to a strip not more than 500 feet deep, if appropriate. For purposes of this policy, the applicable roads include those identified as Urban Minor Arterial and Urban Collector on the most up-to-date version of the Highway Functional Classification Map for Whitfield County, Georgia prepared by the Georgia Department of Transportation in accordance with Federal Highway Administration guidelines.

There will be instances in which an existing residential structure is proposed for adaptive reuse as a professional office or neighborhood commercial. This will most often happen in older neighborhoods and at intersections that are transitioning from residential to non-residential use. Where such property is located within the 1,500-foot radius of such intersections, the rezoning may be appropriate under the following conditions:

- The zoning or development is restricted to the subject parcel,
- The existing residential structure can be adaptively reused without drastically changing the exterior appearance,
- Required off-street vehicle parking and loading areas are located in a side or rear yard, and Required parking is appropriately buffered from adjoining residential uses.

### Guiding Policy: Encourage Quality Growth as a Development Option

Quality growth, or the application of some quality growth features, is a development option that would be suitable for vacant sites in rapidly growing parts of the plan area, or on infill or redevelopment sites.

According to the Georgia Department of Community Affairs, some of the key features of communities or developments embracing quality growth are the following:

- The community is relatively compact, with densities matching those of older neighborhoods. The typical residential lot in Georgia is 1/4 acre in size.
- An attractive urbanized area that serves adjoining neighborhoods. The area is pedestrian-friendly, has residences over shops and places where people can gather to talk, recreate or hold special events.
- Houses are located near the street and many have large front porches. Garages are located to the rear and accessed by alleys.
- Garage apartments or accessory living units are encouraged as a means of providing affordable housing.



## Comprehensive Plan: Community Goals

The BOC and City of Dalton envisions a transformed region that is representative of their collaborative, active, caring, innovative, interconnected, and community-mindedness. Addressing housing and infrastructure challenges now is critical for the future as the region prepares for new development to accommodate economic resurgence and opportunities for all people in a way that remains consistent with its community aspirations, climate targets, and safety standards. Goals of the Comprehensive Plan are below:

### Goal 1: Regional Identity

Regions should promote and preserve an “identity,” defined in terms of traditional regional architecture, common economic linkages that bind the region together, or other shared characteristics.

### Goal 2: Infill Development

Communities should maximize the use of existing infrastructure and minimize the conversion of undeveloped land at the urban periphery by encouraging development or redevelopment of sites closer to the downtown or traditional urban core of the community.

### Goal 3: Growth Preparedness

Each community should identify and put in place the prerequisites for the type of growth it seeks to achieve. These may include housing and infrastructure (roads, water, sewer and telecommunications) to support new growth, appropriate training of the workforce, ordinances to direct growth as desired, or leadership capable of responding to growth opportunities.

### Goal 4: Environmental Protection

Air quality and environmentally sensitive areas should be protected from negative impacts of development. Environmentally sensitive areas deserve special protection, particularly when they are important for maintaining traditional character or quality of life of the community or region. Whenever possible, the natural terrain, drainage, and vegetation of an area should be preserved.

### Goal 5: Appropriate Business

The businesses and industries encouraged to develop or expand in a community should be suitable for the community in terms of job skills required, linkages to other economic activities in the region, impact on the resources of the area, and future prospects for expansion and creation of higher-skill job opportunities.

### Goal 6: Heritage Preservation

The traditional character of the community should be maintained through preserving and revitalizing historic areas of the community, encouraging new development that is compatible with the traditional features of the community, and protecting other scenic or natural features that are important to defining the community’s character.



## **Goal 7: Educational Opportunities**

Educational and training opportunities should be readily available in each community – to permit community residents to improve their job skills, adapt to technological advances, or to pursue entrepreneurial ambitions.

## **Goal 8: Regional Cooperation**

Regional cooperation should be encouraged in setting priorities, identifying shared needs, and finding collaborative solutions, particularly where it is critical to success of a venture, such as protection of shared natural resources.

## **Goal 9: Employment Options**

A range of job types should be provided in each community to meet the diverse needs of the local workforce.

## **Goal 10: Transportation Alternatives**

Alternatives to transportation by automobile, including mass transit, bicycle routes and pedestrian facilities, should be made available in each community. Greater use of alternate transportation should be encouraged.

## **Goal 11: Open-Space Preservation**

New development should be designed to minimize the amount of land consumed, and open space should be set aside from development for use as public parks or as greenbelts/wildlife corridors.

## **Goal 12: Housing Opportunities**

Quality housing and a range of housing size, cost, and density should be provided in each community, to make it possible for all who work in the community to also live in the community.

## **Goal 13: Sense of Place**

Traditional downtown areas should be maintained as the focal point of the community or, for newer areas where this is not possible, the development of activity centers that serve as community focal points should be encouraged. These community focal points should be attractive, mixed-use, pedestrian-friendly places where people choose to gather for shopping, dining, socializing, and entertainment.

## **Goal 14: Traditional Neighborhood**

Traditional neighborhood development patterns should be encouraged, including use of more human scale development, mixing of uses within easy walking distance of one another, and facilitating pedestrian activity.

## Goal 15: Regional Solutions

Regional solutions to needs shared by more than one local jurisdiction are preferable to separate local approaches, particularly where this will result in greater efficiency and less cost to the taxpayer.

## Applying the Comprehensive Plan

The Greater Dalton Revitalization Plan utilizes the 2024-2028 Comprehensive plan to analyze existing conditions, generate a framework for future development, develop strategies for senior citizens to age in place, and proposes connectivity for the community's past with a vision for the future. In order to address affordable housing, in cooperation with the Comprehensive Plan, the following should be accomplished in the plan area:

### Single Family Residential Projects

- Homeownership training through a home ownership center that prepares families and individuals for homeownership, as it compares to renting.
- Financing and development subsidies that encourage non-profit and for-profit development and leverages the involvement of conventional lenders.
- Mixed-Income development that attracts a range of household incomes.
- Rehabilitate and replace substandard housing with an appealing and affordable mixture of housing types.

### Multi-Family Residential Projects

- Higher density housing (such as 2 and 3 story multi-family apartments, townhomes, and senior citizen housing) is proposed on vacant lots, with similar zoning.
- Increase multi-family development through the adaptive reuse of older buildings.
- Rehabilitate, produce, and/or redevelop affordable rental housing.

### Mixed Use Projects

- Project Development Areas that are located within close proximity to the downtown business district are ideally suited for small apartment complexes, townhouse developments, and the development of neighborhood retail districts.
- Retail districts will feature ground floor retail and apartment located at the 2nd floor levels.

## Comprehensive Plan: Stimulus Nodes

The Comprehensive Plan has established a forward-looking vision for the preferred location for the creation of new economic Stimulus Nodes. Stimulus Nodes are areas where increased investment in residential and mixed-use development is most desirable.

## Comprehensive Plan: Bike-PED Plans

The Comprehensive Plan contains a Proposed Trails and Bike Lane Network Map, delineating proposed future investments into bike and pedestrian transportation infrastructure. This Bike-Ped plan contains plans for a proposed pedestrian route in the center of the Revitalization Plan Area. This proposed route is also connected to the existing infrastructure that runs through the Dalton-Whitfield community.

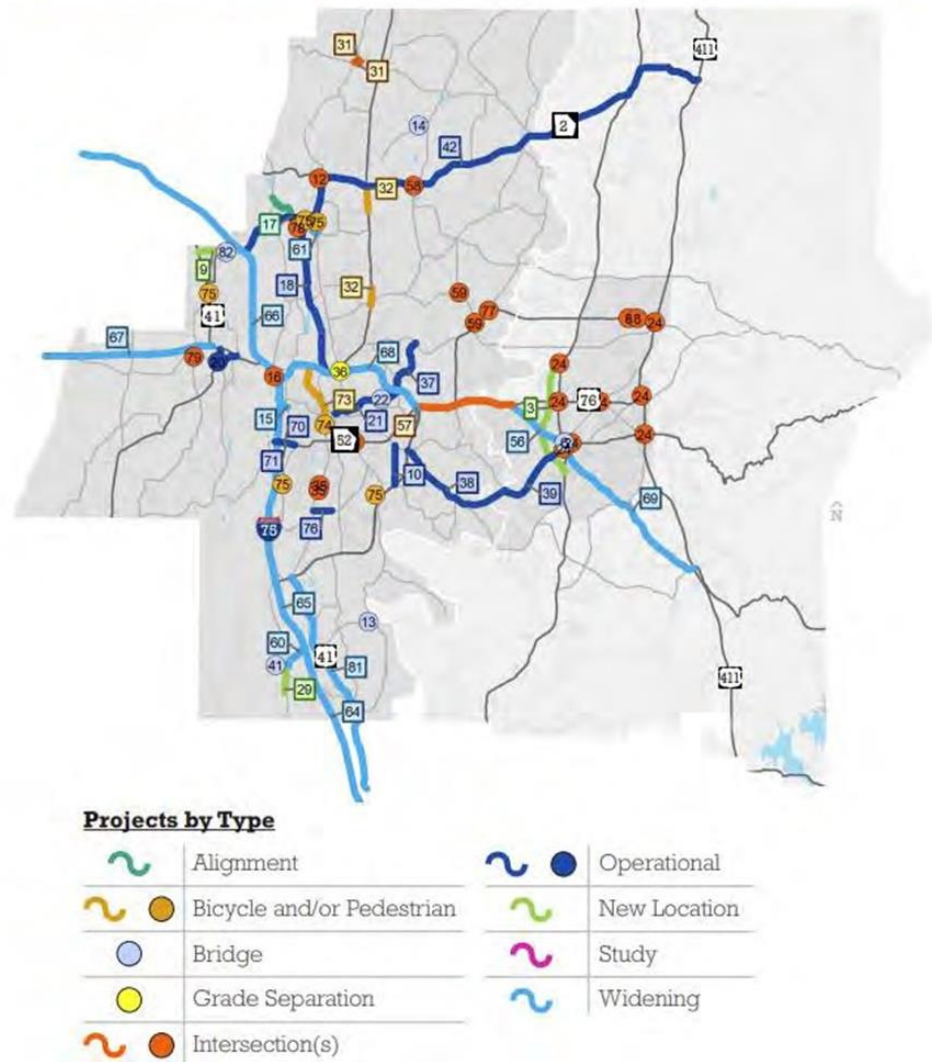


Figure 3: All Proposed Bike-PED Plans





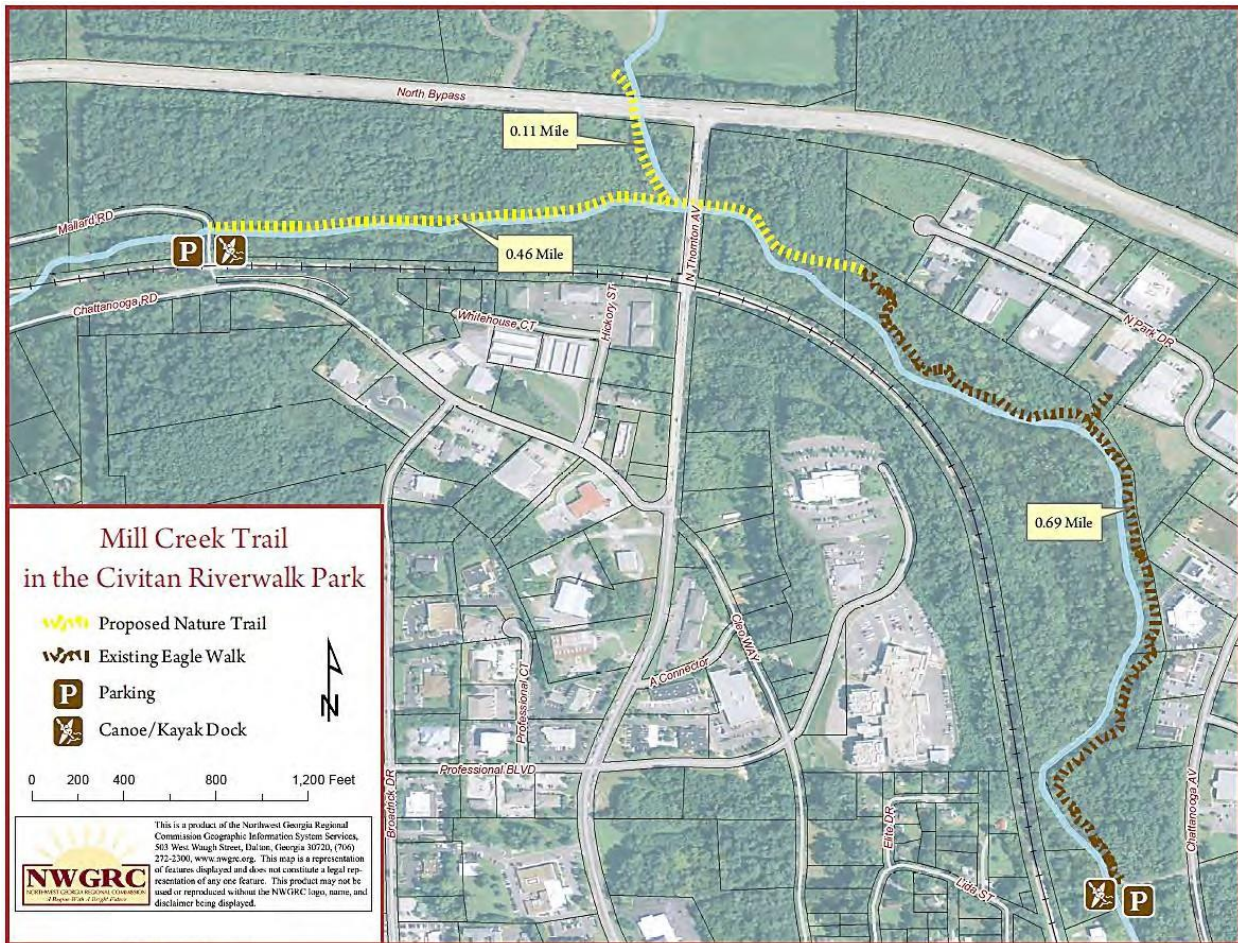


Figure 4: Mill Line - PED/Bike Trail

## Comprehensive Plan: Educational Resources

The Greater Dalton Revitalization Plan Area is characterized by a large presence of educational opportunities. The local public school system is represented by the presence of Brookwood Elementary School, Westwood Elementary School, Blue Ridge Elementary School, City Park Elementary School, Roan Elementary School, Park Creek Elementary School, Dalton Junior High School, Dalton High School, Dalton Academy, Eastside Elementary School, Antioch Elementary School, Eastbrook Middle School, Southeast Whitfield High School, and North Georgia College & Career Academy. In addition to these public-school resources within the Plan Area, Dalton State College and Georgia Northwestern Technical College are adult education resources located within the Plan Area and provide viable continuing education opportunities to the Plan Area.

## Comprehensive Plan: Employment Resources

The Greater Dalton Revitalization Plan Area is conveniently proximate to multiple of the Dalton-Whitfield community's major employment centers. The below summary provides a snapshot of the area's major employment nodes, and it is important to note **all** employment nodes are accessible by the public transit system directly throughout the Greater Dalton Revitalization Plan Area.

### Employment Resources

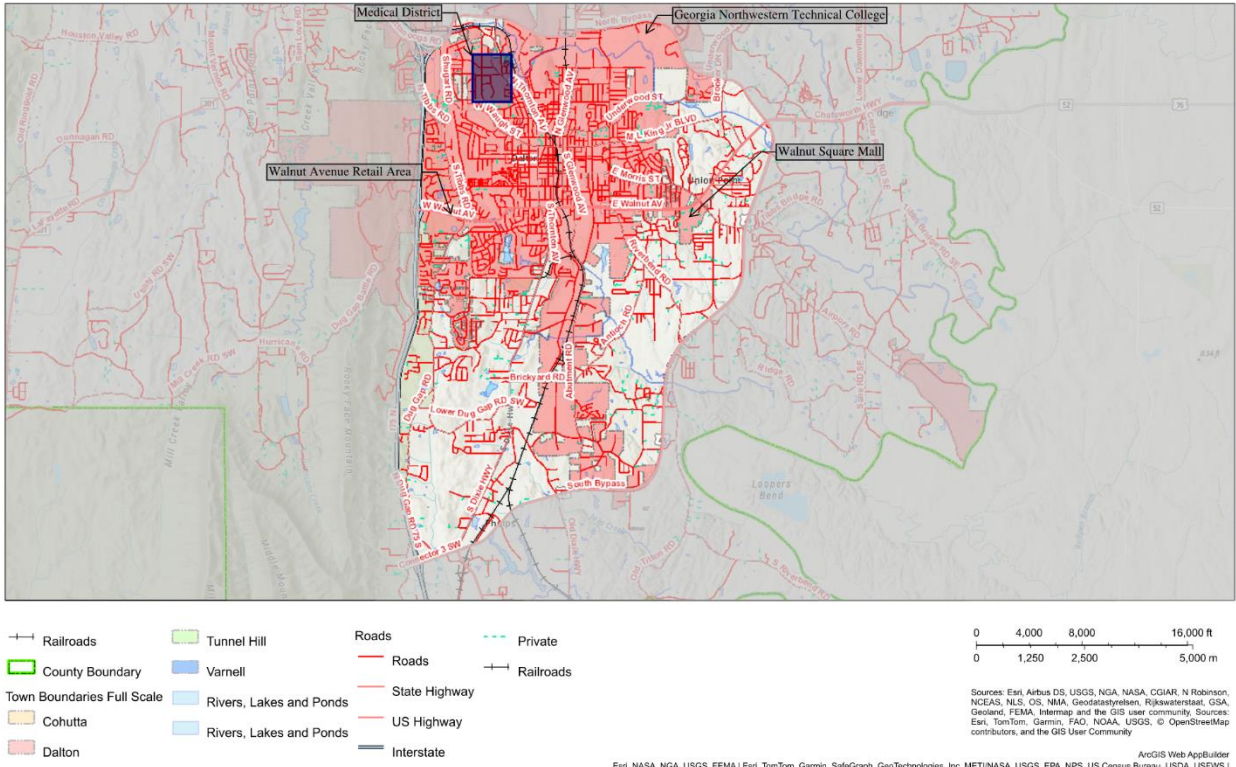


Figure 5: Employment Resources

## Chapter 3

# Demographics and Housing Inventory

### Area Demographics and Housing Inventory

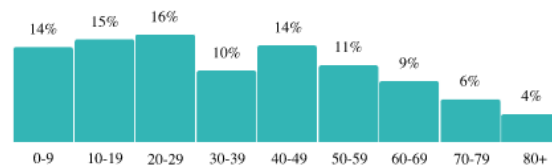
The Greater Dalton Revitalization Plan Area demographics are provided on the following pages. The Plan Area population growth is stable - with slight population increase following the 2020 Census. Age distribution is evenly spread amongst ages 1 to 69. Approximately 30% of the area population has a high school or high school equivalent education level, and approximately 47% of the area population has collegiate education experience. Plan Area income levels are widely spread over a diverse range of low, medium, and high income with a median income of \$60,291.

#### Age

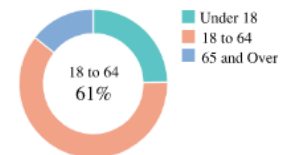
34.6

Median Age

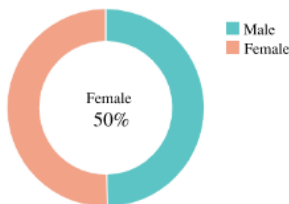
#### Population by Age Range



#### Population by Age Category



#### Sex



#### Race & Ethnicity



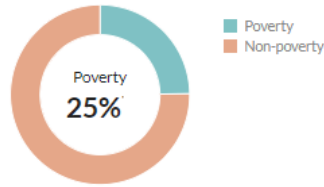
Figure 6: Population - Age, Sex, Race & Ethnicity

Poverty

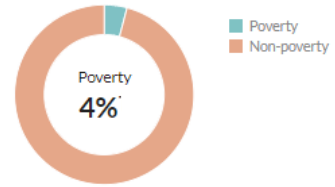
**13.1%**

Persons below poverty line

Children (Under 18)



Seniors (65 and over)



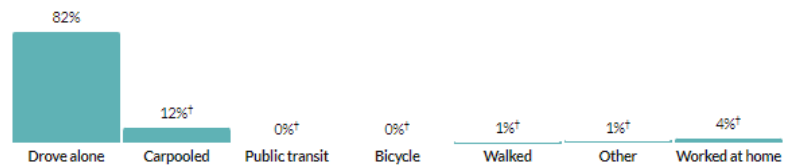
Transportation to work

**19.3** minutes

Mean travel time to work

\* ACS 2022 5-year data

Means of transportation to work



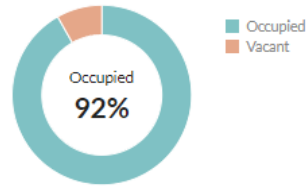
\* Universe: Workers 16 years and over

Figure 7: Poverty Rates & Mean Travel Time

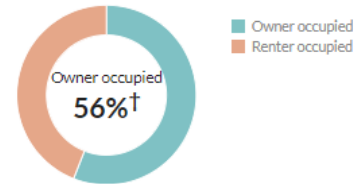
Units & Occupancy

**25,781**  
Number of housing units

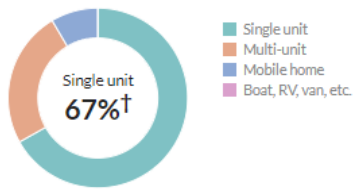
Occupied vs. Vacant



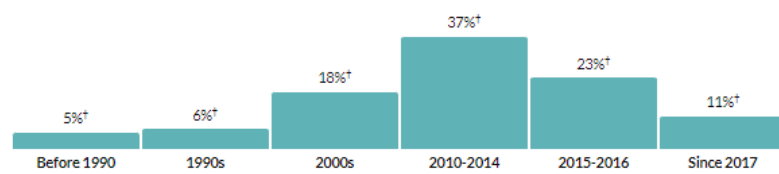
Ownership of occupied units



Types of structure



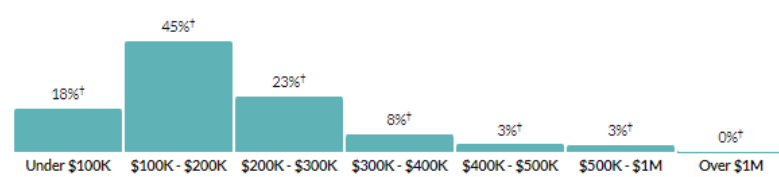
Year moved in, by percentage of population



Value

**\$212,200**  
Median value of owner-occupied housing units

Value of owner-occupied housing units



\* ACS 2022 5-year data

Figure 8: Units, Occupancy, & Median Value



## Historically Disadvantaged Community

For the purpose of Environmental Justice, and consistent with OMB’s Interim Guidance for the Justice40 Initiative, Historically Disadvantaged Communities include (a) certain qualifying census tracts, (b) any Tribal land, or (c) any territory or possession of the United States.

Figure 10 shows the project location as it relates to a Census Tract that has been identified as a Historically Disadvantaged Community:

**INSERT PICTURE HERE**

*Figure 9: Historically Disadvantaged Community Identified by USDOT - [Link](#)*



## Census Designated Area

A project is designated as urban if it is located within or on the boundary of a 2020 Census-designated Urbanized Area (UA), and that UA had a population greater than 200,000.

A project will be designated as rural if it is located:

- In an UA that had a population less than 200,000 in the 2010 Census, or
- In a Census designated Urban Cluster, or
- Outside an UA.

The project is located within the boundaries of the Greater Dalton Metropolitan Planning Organization, however, the total population for the UA is less than 200,000. Figure 11 shows the Greater Dalton Planning Area.

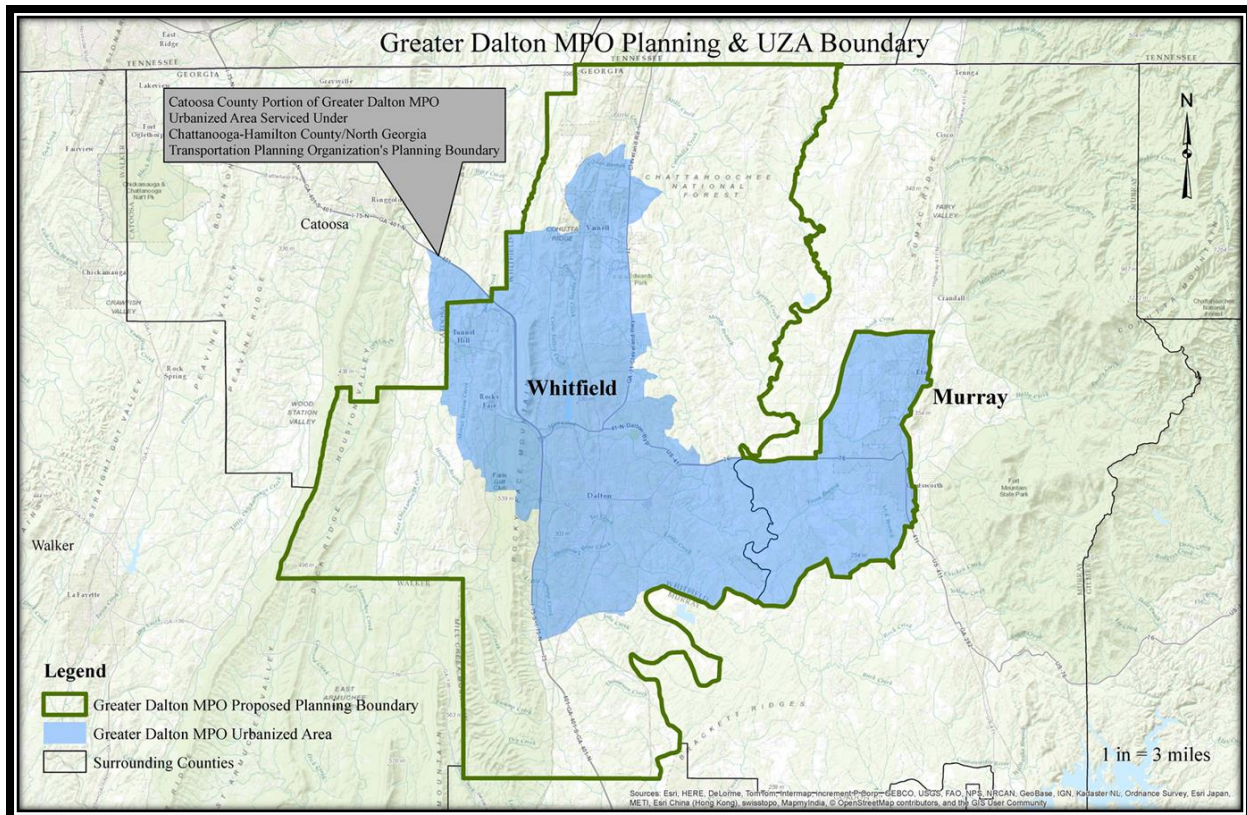


Figure 10: Greater Dalton Planning Area

## Chapter 4

# Community Input

### Overview

The Whitfield County Board of Commissioners and the City of Dalton believe that community input is essential to the foundation of strong policy. Unfortunately, it is not always easy for forms of government to engage with community members successfully, due to global stigmas that impact that relationship. However, through strong community partnerships, a path forward has been provided. The local governments are proud to have Believe Greater Dalton (BGD) as part of the community. By supporting this initiative, the local governments can be involved with the community by connecting through the liaison that is BGD. For this reason, both the BOC and the City Council utilize the community connections BGD has established to voice policy changes or to hear from those that call Dalton-Whitfield home.

### Believe Greater Dalton – A Connection to the Community

Dalton-Whitfield County has been heavily focused on community input related to the greatest challenges we face as a community for the past several years, and especially through the work that began with BGD, a privately funded strategic planning initiative of the Greater Dalton Chamber of Commerce launched in 2018. BGD is a collaborative, strategic initiative that has become a community-wide connecting point that exists to advance our community's belief in and commitment to a better future for all. Every five years, BGD will realign its strategies to meet the community's current needs and opportunities.

Believe Greater Dalton's foundation is built on a legacy of community surveying and input. In 2016, over 2200 citizens responded to a survey to let us know what they thought of our community resulting in the first Believe Greater Dalton strategic plan. The plan was officially launched in 2018 after approximately \$2 million in private funds was raised to support the work of six strategies focused on housing, education, downtown, entrepreneurship, economic development, and community pride. The overarching goal of the housing initiative in the BGD plan was to pursue a competitive and diverse housing stock, and there were two tactical recommendations for the housing initiative. The first was to commission a housing market study to establish current conditions, future demand, and next steps. Simply stated, the second was to advance efforts that improve the local housing stock.

Believe Greater Dalton committed to a significant investment in our local housing market when Bleakly Advisory Group was commissioned in March 2018 to develop the recommended housing market study. Stakeholder interviews, focus groups, and a community housing survey were a part of that process. Over 1200 residents who ranged in age from 25 to 74 who have lived in the City of Dalton (38.3%) or Whitfield County (61.7%) from 1 year to more than 21 years responded to the housing specific survey. A sample of the responses is found below:





- 56.5% did not plan to buy a home in the next 12-18 months, but if they did, the largest responses were 17.8% between the price ranges of \$100,000-\$199,000 and 13.8% from \$200,000 to \$299,000.
- 78.7% of respondents did not plan to rent a home in the next 12-18 months, but of those that did plan to rent, the largest percentage of rent ranges desired were 8.32% from \$500-\$749 and 6.71% from \$750-\$999. 3.1% desired a range of \$1000-\$1499.
- 25% of respondents had a household combined income of \$40,000 to \$74,999 and 67.3% had a combined income of \$75,000+.

The 2018 study cited the age of our local housing stock as a serious issue recognizing that only 18% had been developed in the 21<sup>st</sup> century compared to 31% in the rest of the state of Georgia. Additionally, the study found that most of Dalton’s rental housing was in single family homes and small, older apartment complexes with no new multifamily rental apartments delivered to the community since 2001. Based on a statistical demand analysis conducted for this study that incorporated economic, demographic, and historical housing trends data, the study concluded that the Greater Dalton housing market could support 150-160 new construction single family homes and 90-100 market-rate new construction multifamily units every year for the next six years (2019-2024) to ensure our housing market inventory is at a healthy level. In the past five years (2018-2023) we have more than doubled our permitting compared to the previous five years, and developers that are currently investing in single-family and multifamily new construction in our community cite they likely would not have taken the risk without BGD’s investment in the 2018 housing market study with Bleakly Advisory Group.

Additionally, a top recommendation from the study was to form a nonprofit development corporation to help jumpstart our local housing market needs. BGD invested the additional dollars to form this public purpose development company, filed paperwork with the IRS in November of 2019, and quickly received approval for the “Flooring Capital Development Corporation” in January of 2020. Plans were being made to determine how to utilize the entity when Covid-19 hit. While the study identified significant demand for for-sale and rental housing in the Dalton area, it also recognized a lack of appropriate supply has led to a stagnant market that often forces potential buyers to seek homes in nearby housing markets confirming that Greater Dalton was “losing” potential new residents.

With essentially all the tactical recommendations of the original BGD five-year plan accomplished in 2021, another community survey was released accompanied by extensive research to assess progress, evaluate priorities, and aid the evolution of Believe Greater Dalton from a strategic plan to a strategic movement. The research observed that in the last decade (2010-2020), Whitfield County added only 265 residents representing stagnant growth in the population. By comparison, our peers and competition for talent in the surrounding region continued to grow rapidly. Bartow, Hall, and Bradley (TN) Counties all experienced population growth rates that exceeded the U.S. average for the decade (7.4%). The Great Recession marked a clear turning point in the community’s growth trajectory, and the sluggish growth observed in the original Believe Greater Dalton Community Assessment (2016) persisted and was still relevant in 2021.

Over 4500 residents, which included over 1000 middle and high school students, responded to the community survey to help refine strategic priorities. The 2021 survey was able to compare several



specific data points from 2016 to 2021 related to resident perceptions of quality of life to measure improvements. Perceptions of most amenities improved greatly over time including retail and shopping options, restaurants and dining options, and arts and culture. *Housing options* were the **only** quality of life attribute to *receive less favorable evaluations from residents in 2021 than in 2016*. 10% of survey respondents rated housing options as very poor; 28% rated them as below average, 49% average, and only 10% rated them above average and 4% as excellent.

Additional observation noted that the area's housing shortage was the most frequently mentioned challenge confronting the community by interviewees and survey respondents, and there was consensus among the community's leadership that little progress had been made in recent years. While the updated plan included a new strategy of engagement and unity and the evolution of downtown to revitalization; economic development, community pride, education, and housing remained the same, with an even greater focus on the community's affordable housing needs related to our workforce.

Following the 2021 survey, a planning committee of over 35 leaders from the public, private and nonprofit sector helped create the updated strategic plan, and in 2022 \$3M was raised to fund the next five-year phase of the work from 2023-2027 launched in March of 2023. In that same month, BGD leadership allocated significant funds to commission KB Advisory Group (formerly Bleakly Advisory Group) to conduct an updated housing needs analysis compared to the 2018 housing study. The updated analysis was completed in December of 2023 and presentations of the findings were made to elected officials in early 2024. Three overarching areas summarized the housing challenges Greater Dalton is currently facing: the age of our housing stock, access and affordability, and concentrated segments. Some of the findings from the updated housing needs analysis include:

- 2 out of every 3 residential building in the City of Dalton are more than 40 years old.
- Greater Dalton's only significant residential booms were in the late 50s and early 60s and the 2000s preceding the Great Recession.
- Greater Dalton has seen an average increase in rents of \$240 since 2020.
- 2 out of every 5 Greater Dalton renters are cost burdened leading to housing instability for families and children who cannot afford their rent at 30% or more of their income representing additional challenges for our school systems and educational attainment.
- Greater Dalton has seen an average \$67,000 increase in for sale homes since 2020.
- 80% of new homes sold in the last 5 years cost between \$200-300K. Concentration at this price point leaves gaps at the higher and lower ends of the market.
- While we have made strides since 2018, Greater Dalton has the market potential to deliver 1200-1500 new residential units over the next five years to grow our population and our workforce.
  - 42% of the renter housing demand is in rent ranges up to \$875 representing the greatest need at the lower end of the housing continuum.
  - The 5-year rental housing demand represents 550-650 rental units focused on workforce and affordable multifamily.



- Four strategic themes that emerged for targeted strategies that include expanding housing choice, neighborhood revitalization, increasing affordability, and downtown development.
  - Greater Dalton must leverage existing tools available through the following entities:
    - The Flooring Capital Development Corporation now staffed with a full-time executive director through an additional grant to Believe Greater Dalton
    - Support of the Dalton Housing Authority
      - Undertaking of a strategic planning process
      - Examination of funding sources and additional opportunities
      - Encouragement of the consolidation, selling, developing, or redeveloping of new affordable housing
    - Reactivation of the Dalton-Whitfield Land Bank Authority
    - Support of the Downtown Dalton Development Authority

## Community Listening Session – February 27, 2024

On Tuesday, February 27, 2024, the results of the 2023 Greater Dalton Housing Needs Analysis were presented at a community housing listening session hosted by Believe Greater Dalton at the City of Dalton’s Mack Gaston Community Center. Over 60 community members attended this listening session that included representation from the following organizations:

- City of Dalton
- Whitfield County
- Dalton Housing Authority
- Dalton-Whitfield Joint Development Authority
- Greater Dalton Chamber of Commerce
- Believe Greater Dalton
- Flooring Capital Development Corporation
- Hamilton Healthcare Systems
- The Latin American Association
- United Way of Northwest Georgia



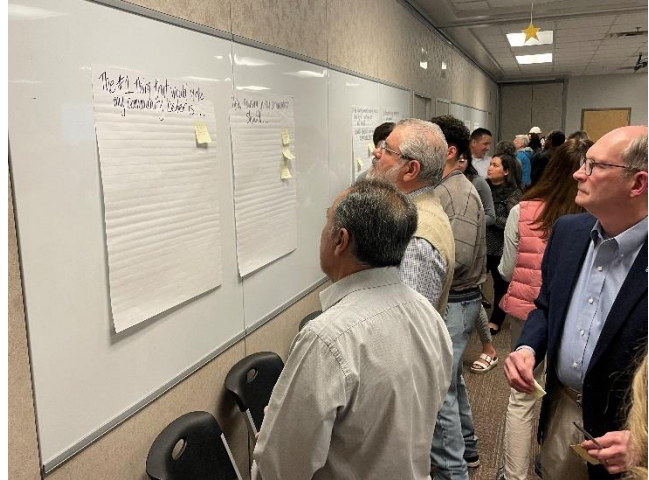
- Dalton-Whitfield NAACP
- Area residents

The following input was garnered from this meeting with community stakeholders.

### QUESTION #1

#### THE #1 THING THAT WOULD MAKE THIS AREA BETTER IS...

- Thoughtful development with long term quality of life as the goal over short term profit
- Being more open to success stories of like sized communities
- The restoration of older well-built homes
- More development
- Stricter ordinances on Underwood Street
- Bike lanes
- Trash/debris ordinance
- Reduce homeless numbers
- Talk with developers, builders, realtors, property owners
- Strategy for abandoned homes
- Access to public pools for swimming lessons and pleasure
- Be affordable with high quality
- Underwood Street affordable housing
- Include transitional housing
- Be integrated into the environment/appropriate to neighborhood & location
- Reflect the highest numbers in the wage categories
- Should include walkable amenities like restaurants
- Multi-story condos built the same as apartments, but offers ownership opportunities in the area of Rocky Face next to Dalton Fire Department and Willowdale Drive
- Multifamily within a retail center at Rocky Face Exit next to Fire Department and Willowdale Drive



## QUESTION #2

**WHICH PRESENTS THE GREATEST NEED IN YOUR COMMUNITY: HEALTHCARE SERVICES, TRANSPORTATION, EDUCATION SERVICES, EMPLOYMENT SERVICES?**

- Public Transportation represented 9 times
- Affordable housing represented 4 times
- Affordable healthcare represented 3 times
- Affordable child care
- Employment services
- Homeless needs/vacant facilities restored for homeless



## QUESTION #3

**WHAT NEIGHBORHOOD SERVICES ARE MISSING IN YOUR COMMUNITY?**

- Public transportation represented 4 times
- Local grocer represented 4 times
- Sidewalks and bike lanes
- Green space or dog park
- Nicer restaurants and grocery stores in North Dalton area

## QUESTION #4

**OF THE FOLLOWING COMMUNITY CONNECTIVITY SERVICES, CHOOSE UP TO 2 YOU BELIEVE ARE MOST NEEDED: SIDEWALKS, BIKE TRAILS, PARKS & GREEN SPACES, EXTENDED PUBLIC TRANSIT**

- Sidewalks represented 11 times
- Extended public transit represented 7 times
- Greenspaces and parks represented 4 times
- Bike trails represented 2 times

**QUESTION #5**

**WHAT EDUCATION SERVICES ARE MISSING IN YOUR COMMUNITY?**

- Financial literacy and budgeting represented 7 times
- Financial business education
- Underwood Street/More Spanish services for the older Hispanic generation

**QUESTION #6**

**ARE THERE ANY HEALTHCARE, TRANSPORTATION, EDUCATION OR EMPLOYMENT SERVICES THAT YOU WOULD LIKE TO USE BUT ARE NOT ABLE TO?**

- Whitfield Transit/transportation services represented 5 times
- More sidewalks represented 2 times
- Senior care/health services/sitters

The Greater Dalton community has invested significant dollars in community surveying, research, and assessment of our local housing market needs through the Believe Greater Dalton strategic planning process and the investment in two housing studies within a five-year period. Through the ongoing work of Believe Greater Dalton’s housing strategy in cooperation and collaboration with our City and County governments and other community partners, we will work to ensure that the voice of our community continues to be heard related to our local housing needs and resources and vision are aligned to meet those needs.



## Chapter 5

# Recommendations

### Revitalization Plan Vision and Goals

This plan envisions an improved Greater Dalton urban area that attracts new investment that raises the quality of life for all current and future area residents. The future of this area will include new investments in parks, open spaces, and recreational facilities - provided new opportunities within walking distance of existing neighborhoods. The area will accommodate new small neighborhood retailers and a local grocery store, providing close-by access to necessary goods and services for community members.

In the future this area will provide streets with safe sidewalks and crosswalks so that community members can comfortably walk to shops, restaurants, grocery stores, schools, parks, playgrounds, and transit. The area will attract new development, including new retail and new residences, which will enhance the aesthetics of the area, and will be well-maintained and managed. And in the future, this area will provide new early education, pre-k, and after school programs so that families with young children will be able to have nearby access in order to care for their children and in order for entire families to thrive and flourish.

### Vision

The Greater Dalton Revitalization Plan provides a strategic blueprint for preserving the community character, leveraging its inherent strengths, and recommending future improvements that will improve the quality of life for all community members. The vision for the Greater Dalton area is that of a thriving and flourishing community.

The community should attract new quality development including new restaurants, retailers, and housing. The Revitalization Plan area should grow in a manner that replaces blight and disinvestment with new development while also helping to ensure that the broader Greater Dalton community can continue to attract high-quality housing investment and growth. The area should attract dynamic local businesses in a way that lessens negative impacts on the surrounding neighbors. New neighborhood green spaces should be provided to continue to provide opportunities for recreation for all community residents. The community will offer an abundance of reliable, safe and accessible forms of transportation including buses, bicycles, walking and calmed neighborhood streets.



## Goals

1. Protect and enhance existing neighborhoods while supporting a diverse array of housing options on Dalton Housing Authority properties, and surrounding areas, in order to provide safe, quality, affordable residences for persons of low-moderate incomes.
2. Work with the community leaders and elected officials to provide new affordable workforce housing opportunities to lower income families.
3. Attract quality development to the area that improves the quality of life of all residents.
4. Attract retail, commercial, and grocery uses that provide high quality goods and services to existing and future residents.
5. Discourage blighted and disinvestment in the area by attracting high quality development.
6. Encourage residential development to target mixed use options and support the growth of new housing in the broader Greater Dalton area.
7. Support local educational organizations and ensure that a safe and enriched educational opportunity is available for every grade level.
8. Provide safe and accessible parks that provide recreational opportunities to the entire community.
9. Ensure that commercial uses are of an intensity, form and scale that is consistent with the context of a suburban community.
10. Provide safe, calm, accessible and attractive mobility options that prioritizes people over cars.
11. Provide better connections to local transit in addition to improved transit facilities to encourage increased ridership.





## Suggested Implementation Measures

### **IMPLEMENTATION MEASURE #1 – PLAN AREA COMMERCIAL REDEVELOPMENT**

- Target major collector frontage parcels for redevelopment for new commercial uses.
- Pursue neighborhood market, neighborhood cafe, hotel, and health care developments, or other commercial opportunities that serve smaller communities.
- Preserve pedestrian connectivity to adjacent residential to discourage vehicular traffic.

### **IMPLEMENTATION MEASURE #2 – PLAN AREA RESIDENTIAL REDEVELOPMENT**

- New development should provide housing opportunities targeted towards area incomes.
- New development should provide robust open space and recreation amenities for residents.
- New development should provide enhanced landscaping and streetscapes.

### **IMPLEMENTATION MEASURE #3 – NEW EARLY EDUCATION / AFTER SCHOOL PROGRAMMING**

- Attract a high-quality early education and after school programming partner to the area.
- Coordinate partnership opportunities with local schools and new multi-family development.

### **IMPLEMENTATION MEASURE #4 – COMMUNITY PARK OPPORTUNITY**

- Work with local schools to create shared recreation opportunities with existing facilities.
- Create new “natural” open space opportunities for the community.

### **IMPLEMENTATION MEASURE #5 – TRANSIT ACCESS**

- Create opportunities to increase transit accessibility.
- Create additional resources to improve community awareness regarding transit availability.

### **IMPLEMENTATION MEASURE #6 – PEDESTRIAN ENHANCEMENTS**

- Provide bike-ped connection to the schools.
- Install new sidewalk that accesses community resources and recreation.
- Install new pedestrian crosswalk across new residential development drive.
- Install new streetscaping to calm traffic where heavy foot traffic is present.

# Greater Dalton

Urban Revitalization Plan

201 South Hamilton Street | 4th Floor | Dalton, Georgia 30720



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 4/15/2024

**Agenda Item:** Task Order 11 - Temple Beth El Arcadis Design Services

**Department:** Public Works

**Requested By:** Chad Townsend

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

**Cost:** \$218,674.00

**Funding Source if Not in Budget** -----

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

This request is to approve the Professional Services Agreement with the engineering consultant Arcadis for design services on the Temple Beth El Project. The scope of work includes development of construction plans a stormwater management facility and commemorative park on the site.

The work is to be completed within 210 calendar days form the date of contract execution.

See attached proposal for additional information about the scope of services.

**PROFESSIONAL SERVICES TASK ORDER**

**Task Order Number: 011**  
**Task Order Date: March 20, 2024**

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

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

Client's Project Number: \_\_\_\_\_  
Project Name: Temple Beth El Design  
Client's Representative: Jackson Sheppard

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

Arcadis's Job Number: \_\_\_\_\_  
Arcadis's Representative: Richard Greuel, P.E.

**3. Time Schedule:** Arcadis shall use reasonable efforts to complete its work by: 210 days of Notice to Proceed

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

\$ 218,674 [ ] This Task Order's Method of Payment is incorporated and attached as Attachment 2.

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

**6. Amendment:** [ ]  
Previous Task Order Number: \_\_\_ Previous Task Order Date: \_\_\_\_\_

**ISSUED AND AUTHORIZED BY:**  
Client

**ACCEPTED AND AGREED TO BY:**  
Arcadis, INC.

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

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**PROFESSIONAL SERVICES TASK ORDER**  
**Task Order Number: 011**

**Attachment 1**  
**Description of Project & Scope of Work**

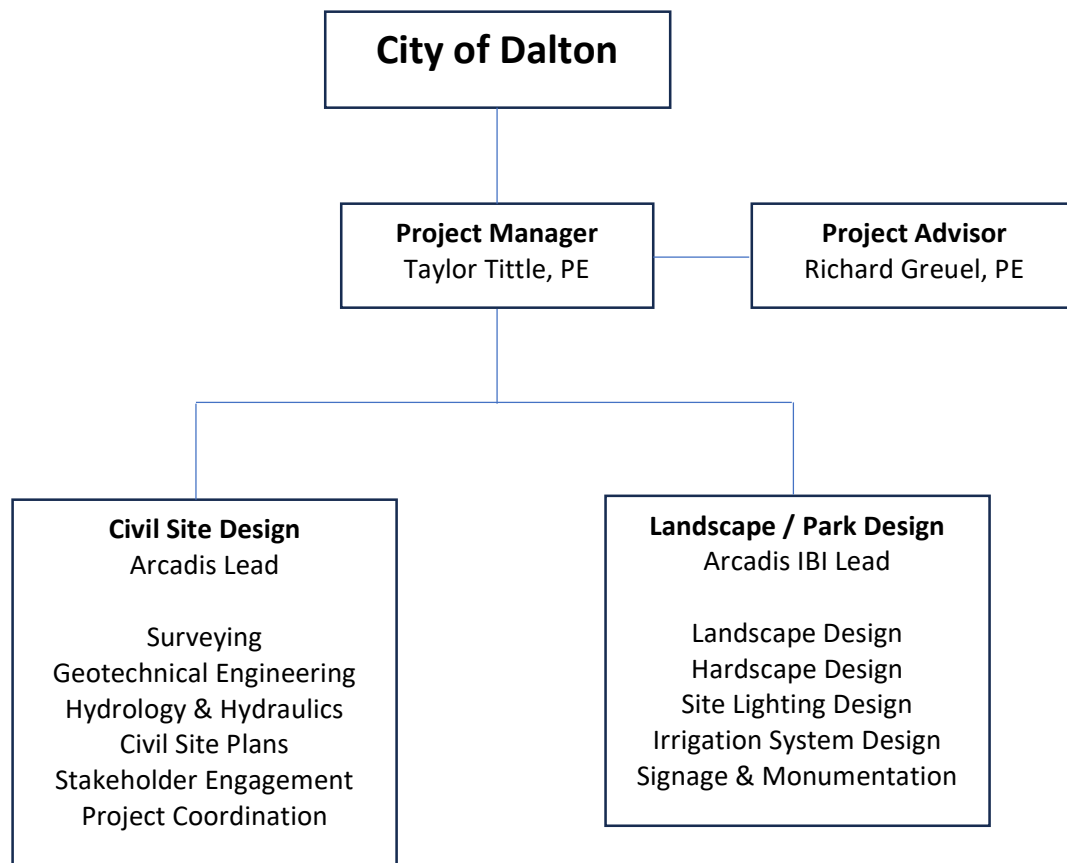
**Introduction**

The City of Dalton has requested that Arcadis prepare this proposal to provide engineering and design support to develop a stormwater management facility and park for the Walnut North Basin. Specifically, this Task Order will focus on the development of construction plans for a concept developed previously for the Temple Beth El Synagogue at 501 Valley Dr, Dalton, Georgia. Previously, this concept shown below was developed with stakeholders to provide the following:

- Create a stormwater management facility to reduce downstream flooding.
- Create a park for the enjoyment of the community.
- Highlight via Public Education the contributions of the Jewish community of Dalton.



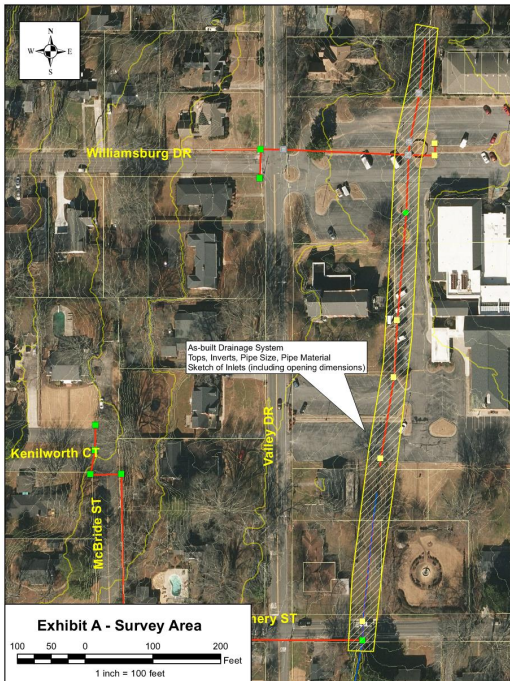
To facilitate the development of this project, Arcadis has assembled a diverse team of professionals that will provide the technical knowledge to provide construction plans for the project. The organizational chart below provides an overview of the primary areas of design and who will provide these services.



The following scope of work has been developed to outline our proposed approach.

## **Task 1 – Survey**

Arcadis will subcontract Southeastern Engineering, Inc. (SEI) to conduct a survey of the Temple Beth El property.



### **As-built Survey**

An as-built survey of the storm drain system to the east of Valley Drive shown on Exhibit A above will be performed. The surveying effort include Tops, Pipe Inverts, Pipe Sizes, Pipe Material, and a sketch of any inlets (to include opening dimensions).

### **Temple Boundary, Utility, and Topographic Survey (EXHIBIT B)**

A boundary survey will be prepared in accordance with the State of Georgia requirements for land surveys. Boundary resolution pricing is based on a reasonable amount of research and field work in accordance with industry standards. Should the reconstruction of the subject property involve more than what is deemed reasonable, and the need arises for additional tracts to be surveyed (e.g. subject property does not have suitable monumentation or is not properly recorded), additional charges may be needed to complete the survey.

A field run 1-foot contour interval topographic survey will be performed on the areas described above. Horizontal projection will be Georgia State Plane (NAD83-2011 Datum). Elevations will be based on NAVD88 Datum. All main features of the topography will be delineated including but not limited to the following; creeks, streams, ditches, lakes, adjacent property lines, above ground utilities, marked underground utilities, roadway markings, traffic control devices, speed humps, gates, landscape areas, mailboxes, storm and sanitary sewer fixtures with size, type and invert, edge of pavement, curb lines with top and gutter elevation (irregular stone or rock curb lines will only be located at edge of pavement), bridges, walls, stairs, sidewalks, concrete pads, driveways, buildings, signs, benches, bleachers, fences, power poles and overhead lines, guy wires, pedestals, fire hydrants, valves, meters and other above ground features. Contours shown will be based on spot elevations taken at an approximate 50' grid pattern to ensure that not less than 90% of the contours shown will be out of vertical position by more than ½ of the contour interval according to Georgia Technical Standards for Property Surveys. SEI will show the location of all trees 2" DBH and larger.

### **Underground Utility Locate**

A private utility locate service will be contracted to reduce the risk of damage to underground utilities by marking their location on the ground surface. This information is useful for planning, design, or construction.

This proposal:

- This includes locating the area outlined in Exhibit B.
- Includes locating gas, power, water, and communications.
- Does not include Sewer and Drain Piping.
- Includes a digital, color-coded PDF.
- Includes Ground Penetrating Radar (GPR) if required – see section below.
- Non-metallic utilities and utilities without a tracer wire may not be traceable and therefore not be physically marked on the ground.
- Irrigation systems are not part of this service.
- Underground storage tanks (UST's) are not part of this service.
- Entry of structures requiring a Confined Entry permit is not included.
- In the undeveloped area of the site, we will only do a visual observation to see if there are any utilities present. If any are observed, we will locate them.
- Depth information is excluded.

The utility locate service will also utilize Ground Penetrating Radar equipment (GPR). This will allow for additional quality to the work by allowing for discrimination between utilities in congested areas and for locating non-metallic utilities that will not support a radio signal. It should be noted that GPR is not affected by electromagnetic waves, such as, emanating from electrical equipment (transformers, etc.), or energized electrical wiring.

The performance of Ground Penetrating Radar (GPR) is affected by the conductivity of the soil and therefore its success can only be determined after calibration and use at a particular site.

Deliverables:

- Signed & Sealed Site Survey (PDF)
- Site Survey (AutoCAD)

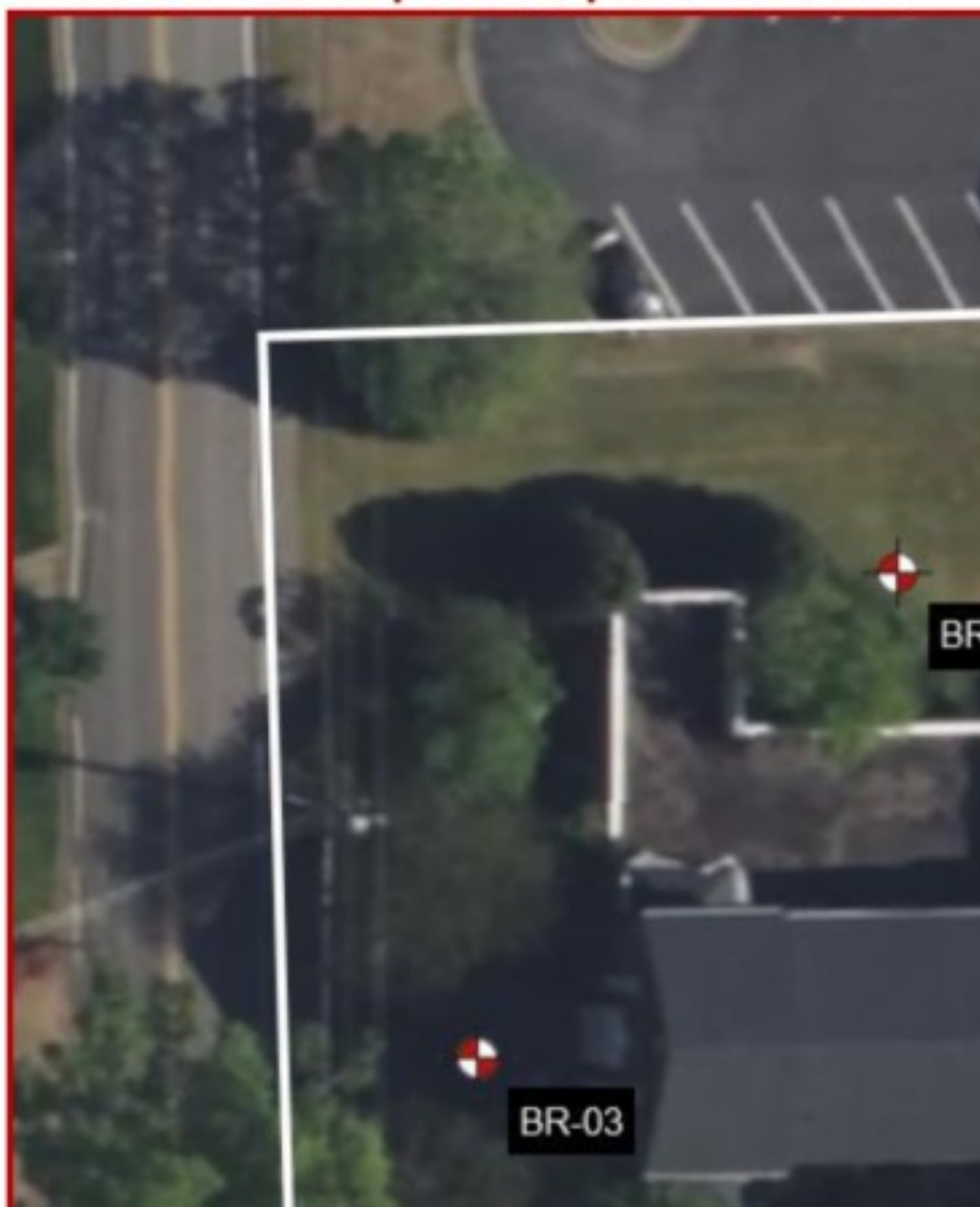
Assumptions:

- City will coordinate all on-site access for private property



**Task 2 – Geotechnical Investigation**

Arcadis will subcontract Terracon to conduct a geotechnical investigation of the Temple Beth El property.

**Exhibit E – Anticipated Exploration Plan***Field Exploration (Exhibit E)*

4 subsurface borings will be conducted on the site.

Number of Borings	Planned Boring Depth (feet) <sup>1</sup>	Planned Location <sup>2</sup>
4	30-feet or to auger refusal	Distributed throughout site

1. Although not anticipated based on the geology in the vicinity of the project site, borings would be terminated at shallower depths if refusal is encountered.
2. The planned boring locations are shown on the above Anticipated Exploration Plan – Exhibit E.

### Boring Layout and Elevations

Handheld GPS equipment will be used to locate borings with an estimated horizontal accuracy of +/-10 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map.

### Subsurface Exploration Procedures

Borings will be advanced with a truck-mounted drill rig using continuous flight augers (solid stem and/or hollow stem, as necessary, depending on soil conditions) and/or rotary wash boring techniques. Four samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to a soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

The exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation and include modifications based on observations and laboratory tests.

### Property Disturbance

Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work some disturbance could occur including rutting of the ground surface and damage to landscaping. Borings will be backfilled with auger cuttings upon completion. Pavements will be patched with cold-mix asphalt and/or ready-mixed concrete, as appropriate. Our services do not include repair of the site beyond backfilling our boreholes and patching existing pavements. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary.

### Safety

We are not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

### Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Atterberg limits
- Grain size analysis

The laboratory testing program often includes examination of soil samples by an engineer. Based on the results of the field and laboratory programs, Terracon will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

### Report

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Recommended foundation options and engineering design parameters
- Estimated settlement of foundations
- Recommendations for design and construction of interior floor slabs
- Earthwork recommendations including site/subgrade preparation

#### Deliverables:

- Geotechnical Engineering report, including the professional engineer's seal and signature

#### Assumptions:

- City will coordinate all on-site access for private property

### **Task 3 – Hydrologic & Hydraulic Modeling**

#### Existing Conditions Analysis

The existing conditions analysis will consist of development of appropriate hydraulic computer modeling to quantify the nature of the drainage conditions that currently exist within the Walnut North basin. For the purposes of this scope of work, Arcadis will update the existing SWMM model of Walnut North developed for the Ridge Street Drainage Improvements program based on the data collected for the proposed Temple Beth-El Project. The following 24-hour storms will be modeled; 1-year, 2-year, 5-year, 10-year, 25-year, 50-year, and 100-year. The results will be analyzed and discussed with City staff.

#### Assumptions:

- Land use will be based on parameters previously completed as part of the Flood Abatement Plan and Walnut North Basin Modeling

#### Deliverables:

- Limited Technical Memorandum outlining means and methods as well as results of the existing analysis.

#### Alternatives Analysis

The purpose of the alternatives analysis is to test different proposed pond design alternatives on the Temple Beth-El Project site for downstream flood reduction effectiveness. A target level of service and/or reductions in peak flow values for detention capacity will be determined for the preferred design alternative. The preferred alternative will be discussed and presented to City staff prior to finalizing concept design. Arcadis will compare the results of the preferred alternative with the existing conditions modeling results.

#### Meetings and Deliverables:

- Up to two virtual meetings to discuss findings prior to finalizing draft report.

Design Report

Arcadis will submit a draft technical memorandum summarizing the methodology utilized to conduct the analysis as well as the results of the preferred alternative outlined in the above task. Following completion of the draft report, Arcadis will schedule a meeting with city staff to discuss the report prior to finalization. A final version of the report will be submitted two weeks after receipt of City comments.

## Assumptions:

- Draft and final reports will be electronic format.

## Deliverables:

- Draft Report
- Final Report that incorporates appropriate revisions resulting from City comments received.

**Task 4 – Civil Site Design & Construction Plans**

Tasks 1 through 3 have been completed, Arcadis will work with the City to create civil site development plans of the detention facility and park.

30% Plans

Arcadis will prepare a design submittal at the 30-percent design stage and submit to the City of Dalton Public Works Department for review. The purpose of the 30% plans are to provide an engineering design that identifies all constraints to the design and provide “proof of concept”. The 30-percent design drawings and deliverables will include:

- 30% Submittal Construction Plan Sheets
  - Title Sheet
  - Existing Conditions Plan
  - Demolition Plan
  - Site Plan
  - Grading and Drainage Plan

Arcadis will provide a brief stormwater management memo outlining the hydrologic / hydraulic performance of the proposed improvements. This memo will focus on documenting that the design is expected to meet the performance metrics identified in Task 3.

## Deliverables:

- 30% Construction Plans (PDF Format)
- Technical Memo outlining anticipated performance of the detention facility and the impacts to the Walnut North basin

## Assumptions:

- No more than 2 Design Iterations for Final Concept.
- Arcadis will address one round of review comments for the 30-percent design.
- The City will provide one set of consolidated review comments for the 30% Design Plan submittal.
- The scale of plan drawings will be 1-inch equals 20-feet.
- This project will be exempt from water quality, channel protection, and detention requirements of the City’s Land Development Ordinance.
- It is anticipated that the disturbed area of the project will be less than 1 acre, as such, no NPDES Construction permit will be required for this project.
- GDOT standard details and specifications will be sufficient for the project for drainage elements.

- The civil site grading design will provide approximate top and bottom of retaining wall elevations for the pond wall. Final wall elevations will be determined by the retaining wall designer.
- The sidewalks around the pond will be concrete or stamped concrete.
- Electrical conduit and the well to recharge pond water levels will be provided by the City. A location will be identified on the drawing for this infrastructure, but size, type and final conduit routing will be provided by the City.

### 60% Plans

Arcadis will prepare a design submittal at the 60-percent design stage and submit to the city for review. The 60-percent design drawings and deliverables will include:

- 60% Submittal Construction Plan Sheets
  - Title Sheet
  - General Notes
  - Existing Conditions Plan
  - Demolition Plan
  - Tree Protection Plan (if required)
  - Site Plan
  - Grading and Drainage Plan
  - Pipe Profiles
  - Traffic Control Plan (if required)
  - Erosion & Sedimentation Plans
  - Erosion & Sedimentation Details
  - Standard Civil Details

### Deliverables:

- 60% Construction Plans (PDF Format and 1 hardcopy)
- Stormwater Management Analysis memo (PDF Format) – If changed from the previous submittal.

### Assumptions:

- Arcadis will address one round of review comments for the 60-percent design.
- The City will provide one set of consolidated review comments for the 60% Design Plan submittal prior to the plan review meeting.
- The scale of plan drawings will be 1-inch equals 20-feet
- The civil site grading design will provide approximate top and bottom of retaining wall elevations for the pond wall. Final wall elevations will be determined by the retaining wall designer.
- The sidewalks around the pond will be concrete or stamped concrete.
- Electrical conduit and the well to recharge pond water levels will be provided by the City. A location will be identified on the drawing for this infrastructure, but size, type and final conduit routing will be provided by the City.

### 90% Plans

Arcadis will prepare a design submittal at the 90-percent design stage and submit to the City for review. The 90-percent design drawings and deliverables will include:

- 90% Submittal Construction Plan Sheets
  - Title Sheet
  - General Notes
  - Existing Conditions Plan
  - Demolition Plan

- Tree Protection Plan (if required)
- Site Plan
- Grading and Drainage Plan
- Pipe Profiles
- Traffic Control Plan (if required)
- Erosion & Sedimentation Plans
- Erosion & Sedimentation Details
- Standard Civil Details

It is the intent of the 90% drawings to be sufficient for permitting. Following completion of the effort, Arcadis will provide a 90% set of construction plans marked "For Permitting" signed and sealed by a Georgia Registered Engineer with a Level II Design certification by the Georgia Soil and Water Conservation Commission.

**Deliverables:**

- 90% Construction Plans (PDF Format and 1 hardcopy)
- Stormwater Management Analysis memo (PDF Format) – If changed from the previous submittal.

**Assumptions:**

- Arcadis will address one round of review comments for the 90-percent design.
- The City will provide one set of consolidated review comments for the 90% Design Plan submittal prior to the plan review meeting.
- Following completion of this task, the plans will be considered final and sealed / signed drawings will be provided for construction.

**Permitting**

Based on the proposed project, no significant permitting is expected. The proposed project is not anticipated to impact wetlands, buffers, and other environmentally sensitive areas. As such, this project is only anticipated to require a Land Disturbance Permit.

**Task 5 – Landscape Architecture Design & Construction Plans**

Arcadis will provide a landscape architectural design through our subsidiary Arcadis IBI.

**Schematic Design**

Arcadis IBI will prepare a schematic design submittal (equivalent to a 30-percent design stage) and submit to the City of Dalton Public Works Department for review. The purpose of the schematic design is to provide a more detailed design of the proposed park aspects of the project beyond that shown in the concept plan developed previously and build stakeholder acceptance. The 30-percent design drawings and deliverables will include:

- **Schematic Design Drawings**
  - Hardscape Material Plans
  - Layout Plans
  - Planting Plans
  - Lighting Plans
  - Details

Once the City has accepted the design, Arcadis IBI will develop one (1) Rendering of finalized approved schematic plan for use in stakeholder engagement.

Deliverables:

- Schematic Design Plans (PDF Format)
- Rendering of finalized Approved Schematic Plan

Assumptions:

- No more than 2 Design Iterations for Final Concept.
- Arcadis will address one round of review comments for the schematic design.

Design Development

Arcadis IBI will prepare 60-percent design drawings and submit to the City of Dalton Public Works Department for review. The 60-percent design drawings and deliverables will include:

- Schematic Design Drawings
  - Hardscape Material Plans
  - Layout Plans
  - Planting Plans
  - Lighting Plans
  - Irrigation Plans
  - Hardscape Details
    - Decking Details
    - Railing Details
    - Signage Details
  - Landscape Details
  - Lighting Details
  - Irrigation Details
  - Plant Schedule

Deliverables:

- 60% Construction Plans (PDF Format and 1 hardcopy)

Assumptions:

- Arcadis IBI will address one round of review comments for the 60-percent design.

### Construction Documents

Arcadis IBI will prepare 100-percent design drawings and submit to the City of Dalton Public Works Department for review. The 60-percent design drawings and deliverables will include:

- Construction Drawings
  - Hardscape Material Plans
  - Layout Plans
  - Planting Plans
  - Lighting Plans
  - Irrigation Plans
  - Site Sections and Elevations (as needed)
  - Hardscape Details
  - Landscape Details
  - Lighting Details
  - Irrigation Details
  - Plant Schedule

Following completion of the construction drawings, Arcadis will provide final specifications (PDF and Word format) as needed. Once the City has accepted the design, Arcadis IBI will develop one (1) Rendering of finalized approved plan for use in stakeholder engagement.

#### Deliverables:

- 60% Construction Plans (PDF Format and 1 hardcopy)

#### Assumptions:

- Arcadis IBI will address one round of review comments for the 100-percent design.

### **Task 6 – Signage & Monuments**

A key goal in the project will be to highlight via public education the contributions of the Jewish community of Dalton. To achieve this, the concept design envisions signage and monuments located throughout the park that will highlight the Jewish families that worshiped at the Temple Beth El and their contributions that helped to establish the textile industry in Dalton area. Arcadis will provide the design of these signs and monuments through our subsidiary Arcadis IBI.

#### Monument Design & Character

Our team will meet with the City to establish the messaging and nature of the monuments. It is anticipated that these meetings will include project representatives and graphic designers that will vision the memorial exhibits.

#### Monument Construction Drawings

Once the design of the monuments have been established, the project team develop construction drawings that will guide the construction of the monuments and signage.

#### Deliverables:

- Monument Designs
- Signage & Monument Construction Drawings

#### Assumptions:

- No more than 2 Design Iterations for Final Concept.
- Arcadis will address one round of review comments for the schematic design.



**Task 7 – Public Meetings**

It is our understanding that the City will likely schedule one to two public meetings to present the status of the project to city officials and general public. Arcadis will prepare a Power Point presentation outlining the project status and present at City Hall.

## Deliverables:

- Power Point Presentation

## Assumptions:

- Arcadis will present at up to two Public Meetings.
- All coordination for time, location, and notifications to the public will be handled by the City.

**Task 8 – Project Setup, Management & Coordination**

Arcadis understands that the City desires to have this project under construction in 2024. To achieve this goal, it is anticipated that significant project coordination will be required to ensure efficient service delivery. To facilitate this, Arcadis will provide a dedicated project manager for the project. It is anticipated that this role will be filled by Taylor Tittle, PE from our Chattanooga office.

## Deliverables:

- Client Progress Meeting Minutes
- Schedule Updates

## Assumptions:

- Weekly internal team coordination meetings (virtual meetings)
- Biweekly client status / progress meetings (1 per month in person / 1 per month virtual)

## PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 011

### Attachment 2

#### Task Order Payment Terms

All work will be completed on a time and materials basis for a fee not to exceed the amount listed in this Task Order based on the 2023 rate table below. The task budgets below are an estimate of the level of effort for each phase of the scope of work.

Task 1 – Survey	\$22,170
Task 2 – Geotech	\$11,190
Task 3 – H&H Design	\$34,440
Task 4 – Civil Site Design	\$69,855
Task 5 – Landscape Architecture Design	\$33,550
Task 6 – Signage/Monuments	\$21,450
Task 7 – Public Meetings	\$3,072
Task 8 – Project Setup, Management & Coordination	
City Progress Meetings	<u>\$22,947</u>
	<b>\$218,674</b>

**2023 Rate Schedule**

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

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

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

\*Mileage will be billed at the current federal mileage rate

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

**PROFESSIONAL SERVICES TASK ORDER**  
**Task Order Number: 007**

**Attachment 3**  
**Special Conditions**

None.



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 4/15/2024

**Agenda Item:** 2024 Annual Milling and Resurfacing Project Consideration of Contract Award

**Department:** Public Works

**Requested By:** Chad Townsend

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

**Cost:** \$4,588,651.87

**Funding Source if Not in Budget** -----

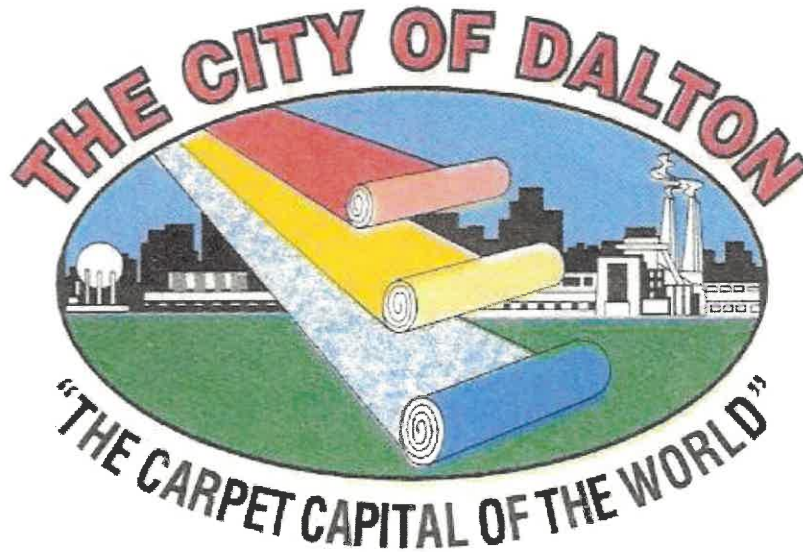
**Please Provide A Summary of Your Request, Including Background Information to Explain the Request:**

This request is to award the 2024 Annual Milling and Resurfacing Project to the lowest bidder, Northwest Georgia Paving, Inc. Streets to be resurfaced are Abutment Road, Glenwood Avenue, Tony Ingle Parkway, and Tibbs Road.

The work is to be completed by August 15<sup>th</sup>, 2024.

See attached proposal for additional information about the scope of services.

**CITY OF DALTON, GEORGIA**



**CONTRACT DOCUMENTS**

**For**

**PROJECT:**

**2024 MILLING AND RESURFACING**

**VARIOUS CITY STREETS**

**DALTON PROJECT NO. PW-2024-LMIG**

**CITY OF DALTON PUBLIC WORKS DEPARTMENT**

**PO BOX 1205**

**DALTON, GEORGIA 30722**

**ADVERTISEMENT FOR BID**

2024 MILLING AND RESURFACING  
VARIOUS CITY STREETS  
DALTON PROJECT NO. PW-2024-LMIG

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

WEDNESDAY, MARCH 13<sup>TH</sup>, 2024 AT 2 PM

for the furnishing of all materials, labor, tools, skill, equipment and incidentals unless noted otherwise for the construction of the project entitled:

2024 MILLING AND RESURFACING  
VARIOUS CITY STREETS  
DALTON PROJECT NO. PW-2024-LMIG

at which time and place the sealed bids will be publicly opened and read aloud.

Bids received after the designated time will not be considered.

The principal items of construction are:

Approximately 8.571 centerline miles of variable depth milling (including around utilities), resurfacing, and temporary and high build paint striping of various City Streets using GDOT LMIG and local SPLOST funds. All work shall be performed according to the latest Georgia D.O.T. Standards and Specifications. Road mileage is subject to change and depends upon the availability of funding.

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

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

One Contract shall be awarded covering all work and the bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner. The project is to be fully complete by August 15, 2024. Bidders must agree to pay as liquidated damages the sum of \$300.00 per each consecutive calendar day thereafter. Due consideration will be given to delivery of materials in specifying starting date.

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

Should a bidder choose to download the bid package from the City of Dalton webpage, please send a written request to be added to the Project "Bidder's List" by sending an email request to: [jsheppard@daltonga.gov](mailto:jsheppard@daltonga.gov).

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

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

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

Anyone seeking to bid on and/or perform work on this project must be prequalified by the Georgia Department of Transportation.

CITY OF DALTON, GEORGIA

BY \_\_\_\_\_  
Jackson Sheppard  
Project Manager

###



CONTRACT ADDENDUM

ADDENDUM NO.: 001

DATE ISSUED: FEBRUARY 22<sup>TH</sup>, 2024

BID DATE: WEDNESDAY, MARCH 13<sup>TH</sup> 2024

BID TIME: 2 PM ET

BID LOCATION: Dalton City Hall Finance Department

CONTRACTOR ACTION:

1. Acknowledge receipt of this addendum by writing in "Addendum No. 1" on page 0200-3 of bid proposal.

INTERPRETATIONS:

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

1. Can you please clarify Note #5 of the General Notes on page 0400-1. Are all intersecting side streets to be milled and resurfaced to the back of the radius, or are there only certain ones that will be determined in the field and bids are to be based on all intersection milling/paving stopping at the edge of the travel lane?
  - a. Most, but not all, intersecting side streets are to be milled to the back of the radius. The project engineer shall mark in white paint the milling limits, whether it be to the back of radius or edge of travel lane, in the field prior to milling operations commencing. Quantities for these areas are included in the bid schedule.



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



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SECTION 0400 – GENERAL NOTES

## SECTION 0100 – INFORMATION FOR BIDDERS

### 0101 RECEIPT AND OPENING OF BIDS

The CITY OF DALTON, GEORGIA (*hereinafter called the Owner*), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the CITY OF DALTON FINANCE DEPARTMENT 300 W. WAUGH STREET, DALTON, GEORGIA 30720 until MARCH 13<sup>TH</sup>, 2024 AT 2 PM and then at said office publicly opened and read aloud. The envelope containing the bids must be sealed and designated as the bid for the construction of the project entitled:

2024 MILLING AND RESURFACING  
VARIOUS CITY STREETS  
DALTON PROJECT NO. PW-2024-LMIG

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

### 0102 PREPARATION OF BID

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

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

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

#### 0103 TELEGRAPHIC MODIFICATION

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

#### 0104 QUALIFICATIONS OF BIDDERS

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

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

#### 0105 BID SECURITY

Each bid must be accompanied by a certified check or bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of five (5)% of the bid. Such certified checks or bid bonds will be returned to all

except the three lowest bidders within three days after the opening of bids, and the remaining certified checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contracts, or, if no award has been made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

0106 LIQUIDATED DAMAGES AND FAILURE TO ENTER INTO CONTRACT

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

0107 TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project by August 15, 2024. Bidders must agree also to pay as liquidated damages the sum of \$300.00 per each consecutive calendar day thereafter.

0108 CONDITION OF WORK

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

0109 ADDENDA AND INTERPRETATIONS

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

Every request for such interpretation should be in writing addressed to City of Dalton Public Works, P.O. Box 1205, Dalton, Georgia 30722 or by email to Jackson Sheppard (jsheppard@daltonga.gov) and to be given consideration must be received at least ten days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, which, will be emailed to all prospective bidders. Failure of any bidder to receive any such addendum or interpretations shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

0110 SECURITY FOR FAITHFUL PERFORMANCE

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

0111 POWER OF ATTORNEY

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

0112 NOTICE OF SPECIAL CONDITIONS

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

0113 LAWS AND REGULATIONS

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

0114 METHOD OF AWARD

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

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



0114.06 Financial history, credit rating and current resources.

0115 OBLIGATION OF BIDDER

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

0116 CORRELATION AND INTENT OF DOCUMENTS

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

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

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

0117 CLAIMS

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

0118 ORDER OF WORK

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

0119 SUBCONTRACTS

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

0120 TIMELY EXECUTION

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

0121 SALES TAX NOTICE

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

.....END OF SECTION .....

SECTION 0200 – BID PROPOSAL

BID BOND  
(Five Percent of Bid)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_  
Northwest Georgia Paving, Inc.

of the City of Calhoun State of Georgia and County of Gordon  
as Principal and Liberty Mutual Insurance Company

as Surety, are hereby held and firmly bound unto the CITY OF DALTON, GEORGIA as  
Owner in the penal sum of Five Percent (5%) of Principal's Bid

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 13th day of March, 2024.

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

2024 MILLING AND RESURFACING  
VARIOUS CITY STREETS  
DALTON PROJECT NO. PW-2024-LMIG

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

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**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


Northwest Georgia Paving, Inc.  
Principal

By  \_\_\_\_\_



  
\_\_\_\_\_  
Witness As To Surety  
Felisa H. Vaughan

Liberty Mutual Insurance Company  
Surety  
175 Berkeley Street  
Boston, MA 02116  
Address

By  \_\_\_\_\_ SEAL  
Attorney-in-Fact  
Deborah B. Sasser





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8207867-016007

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bart Peppers, Brian E. Madden, Brittany L. Triplett, Deborah B. Sasser, Elizabeth M. White, Felisa H. Vaughan, Josh Bridges, Rachel Fell

all of the city of Alpharetta state of GA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of April, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 22nd day of April, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of March, 2024.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

BID PROPOSAL

Place Calhoun, GA  
Date March 13, 2024

Proposal of Northwest Georgia Paving, Inc. (hereinafter called  
"Bidder") a contractor organized and existing under the laws of the City of Calhoun  
State of Georgia and County of Gordon, \* an individual, a  
corporation, or a partnership doing business as a Corporation

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

Gentlemen:

The Bidder in compliance with your invitation for bids for the construction of 2024 Milling and Resurfacing VARIOUS CITY STREETS, PW-2024-LMIG having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under this contract, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner. The project is to be fully complete by August 15, 2024. Bidder further agrees to pay as liquidated damages the sum of \$300.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions under "Time of Completion and Liquidated Damages."

Bidder acknowledges receipt of the following addenda:  
Addendum No. 001 - 02/22/24

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\*Strike out inapplicable terms

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**BID PROPOSAL**  
*(Continued)*

Amount shall be shown in figures.

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

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

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

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

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

Attached hereto is a bid bond or certified check on the 13th of March in the amount of Five Percent (5%) of Principal's Bid according to conditions under "Information For Bidders" and the provisions therein.

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

Russell Smith - 501 W. May Street, Calhoun, GA 30701

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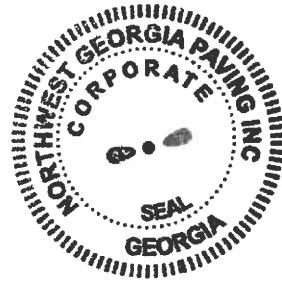
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**BID PROPOSAL**  
*(Continued)*

Dated at:

Calhoun, GA

The 13th day of March, 2024



Northwest Georgia Paving, Inc.

Principal

By  SEAL



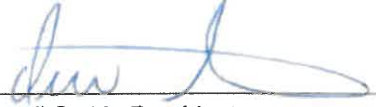
**Bid Proposal Form - Dalton Project No. PW-2024-LMIG**

ITEM NUMBER	QUANTITY	UNIT	UNIT PRICE	ITEM DESCRIPTION	TOTAL
150-1000	1	LS	<del>\$ 255,000.00</del> \$ 285,000.00	TRAFFIC CONTROL	\$ 255,000.00 285,000.00
402-3103	1,450	TN	\$ 115.00	RECYCLED ASPH. CONC. 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H-LIME	\$ 166,750.00
402-3130	22,550	TN	\$ 122.00	RECYCLED ASPH CONC. 12.5 MM SUPERPAVE, GP 2 ONLY, INCL. BITUM MTL. AND H-LIME	\$ 2,751,100.00
413-1000	20,362	GL	\$ 0.01	BITUM TACK COAT	\$ 203.62
432-5010	304,747	SY	\$ 4.00	MILL ASPH CONC PVMT., VARIABLE DEPTH	\$ 1,218,988.00
611-8050	245	EA	\$ 360.00	MILL/REMOVE ASPHALT AROUND MANHOLE, GAS VALVE, OR WATER VALVE TO PREPARE FOR RESURFACING	\$ 88,200.00
	7	EA	\$ 25.00	TEMPORARY PVMT. MARKING, ARROW, TP 1	\$ 175.00
	123	EA	\$ 20.00	TEMPORARY PVMT. MARKING, ARROW, TP 2	\$ 2,460.00
	7	EA	\$ 30.00	TEMPORARY PVMT. MARKING, ARROW, TP 3	\$ 210.00
	3	EA	\$ 75.00	TEMPORARY PVMT MARKING, WORD, TP 1	\$ 225.00
	1,180	LF	\$ 5.00	HIGH BUILD PAINT SOLID TRAFFIC STRIPE, 24 IN., WHITE	\$ 5,900.00
	4,362	LF	\$ 1.50	TEMPORARY SOLID TRAFFIC STRIPE, 8 IN., WHITE	\$ 6,543.00
	18.176	LM	\$ 1,250.00	TEMPORARY SOLID TRAFFIC STRIPE, 4 IN., WHITE	\$ 22,720.00
	15.768	LM	\$ 1,250.00	TEMPORARY SOLID TRAFFIC STRIPE, 4 IN., YELLOW	\$ 19,710.00
	13.331	GLM	\$ 750.00	SKIP TRAFFIC STRIPE, HIGH BUILD WET WEATHER, 4 IN, WHITE	\$ 9,998.25
	8.652	GLM	\$ 750.00	TEMPORARY SKIP TRAFFIC STRIPE, 4 IN., YELLOW	\$ 6,489.00
	864	SY	\$ 2.00	TEMPORARY TRAFFIC STRIPING, WHITE	\$ 1,728.00
	1,126	SY	\$ 2.00	TEMPORARY TRAFFIC STRIPING, YELLOW	\$ 2,252.00

				<b>TOTAL BID PROPOSAL</b>	<b>\$ 4,558,651.87</b>
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*Bid \$ 4,588,651.87*

Bidding Company Name: Northwest Georgia Paving, Inc.

Authorized Bidding Rep. Signature & Title   
Russell Smith, President

CONSTRUCTION PAYMENT BOND

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

CONTRACTOR (*Name and Address*):

Northwest Georgia Paving, Inc. \_\_\_\_\_  
501 West May Street \_\_\_\_\_  
Calhoun, GA 30701 \_\_\_\_\_

OWNER (*Name and Address*):

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

CONSTRUCTION CONTRACT:

Date: April 15<sup>th</sup>, 2024  
Amount: \$4,588,651.87

Description (*Name and location*):

2024 MILLING AND RESURFACING  
VARIOUS CITY STREETS – DALTON PROJ. NO. PW-2024-LMIG

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)*:

Northwest Georgia Paving, Inc.  
501 West May Street  
Calhoun, GA 30701

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OWNER *(Name and Address)*:

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

CONSTRUCTION CONTRACT:

Date: April 15<sup>th</sup>, 2024

Amount: \$4,588,651.87

Description *(Name and location)*:

2024 MILLING AND RESURFACING  
VARIOUS CITY STREETS – DALTON PROJ. NO. PW-2024-LMIG

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BOND:

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

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

Bond number: \_\_\_\_\_

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



CONSTRUCTION PERFORMANCE BOND  
(Continued)

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

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

CONSTRUCTION PERFORMANCE BOND  
(Continued)

Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or

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

**CONSTRUCTION PERFORMANCE BOND**  
*(Continued)*

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

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

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

12. Definitions.

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

**CONTRACTOR AS PRINCIPAL**

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

\_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

**SURETY**

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

\_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_



CONTRACT

THIS AGREEMENT made this the 15 day of APRIL, 2024, by and between the CITY OF DALTON, GEORGIA, hereinafter called "Owner", and NORTHWEST GEROGIA PAVING, INC. a contractor doing business as an individual, a partnership, or a corporation\* of the City of CALHOUN, County of GORDON, and State of GEORGIA hereinafter called "Contractor".

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

2024 MILLING AND RESURFACING  
VARIOUS CITY STREETS – DALTON PROJECT NO. PW-2024-LMIG

hereinafter called the "Project", for the sum of FOUR MILLION FIVE HUNDRED EIGHTY-EIGHT THOUSAND SIX HUNDRED FIFTY-ONE DOLLARS AND EIGHTY-SEVEN CENTS Dollars (\$4,588,651.87) and all extra work in connection therewith, under the terms as stated in the Contract Documents, and at his (*its or their*) own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the proposal, the General Conditions of the Contract, the specifications and contract documents therefore as prepared by the Owner and as enumerated in the General Conditions, all of which are made a part hereof and collectively constitute the Contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner. The project is to be fully complete by August 15, 2024. The Contractor further agrees to pay as liquidated damages the sum of \$300.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions under "Time of Completion and Liquidated Damages."

\*Strike out inapplicable terms.

CONTRACT  
(Continued)

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

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

ATTEST:

CITY OF DALTON, GEORGIA

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

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

ATTEST:

Anna Dancy  
Secretary

Lisa Callaway  
Witness

By: [Signature]  
\_\_\_\_\_  
President  
Title



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

Give proper title of each person executing contract.



**CONTRACTOR AFFIDAVIT AND AGREEMENT**

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

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

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

110560

EEV/Basic Pilot Program\* User Identification Number



03/31/2008

BY: Authorized Officer or Agent  
(Contractor Name)

Date

**President**

Title of Authorized Officer or Agent of Contractor

**Russell Smith**

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
13th DAY OF March

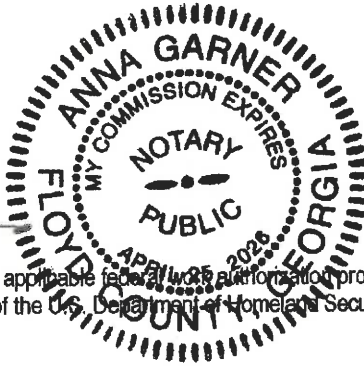
, 20 24



Notary Public

My Commission Expires:

4/25/24



\* 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).





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

February 13, 2024

**CERTIFICATE OF QUALIFICATION**  
**Vendor ID: 2NO820**

Northwest Georgia Paving, Inc  
501 West May Street  
Calhoun, GA 30701

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

**MAXIMUM CAPACITY/RATING: \$631,200,000.00**

**CERTIFICATE EXPIRES: January 31, 2026**

**PRIMARY WORK CLASS/CODE: 400**

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

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

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

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

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

Sincerely,

Patrick Allen, P.E.  
Chairman, Prequalification Committee/Contractors

PA:TKA



## Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific instructions on page 3.	<p><b>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</b> <b>NORTHWEST GEORGIA PAVING, INC.</b></p> <p><b>2 Business name/disregarded entity name, if different from above</b></p>	
	<p><b>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.</b></p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC                 <input checked="" type="checkbox"/> C Corporation                 <input type="checkbox"/> S Corporation                 <input type="checkbox"/> Partnership                 <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____  <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is 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.  <input type="checkbox"/> Other (see instructions) ▶ _____         </p>	<p><b>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</b></p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
	<p><b>5 Address (number, street, and apt. or suite no.) See instructions.</b> <b>501 W. MAY STREET</b></p> <p><b>8 City, state, and ZIP code</b> <b>CALHOUN, GA 30701</b></p> <p><b>7 List account number(s) here (optional)</b></p>	<p><b>Requester's name and address (optional)</b></p>

**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.

<b>Social security number</b>									
<b>OR</b>									
<b>Employer identification number</b>									
5	8	-	0	8	3	6	8	7	0

**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.

<b>Sign Here</b>	<p>Signature of U.S. person ▶ </p>	<p>Date ▶ 03/13/24</p>
------------------	------------------------------------	------------------------

### General Instructions

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

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

### Purpose of Form

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

- Form 1099-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.*

## SECTION 0300 - GENERAL CONDITIONS

### 0301 CONTRACT AND CONTRACT DOCUMENTS

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

### 0302 DEFINITIONS

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

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

### 0303 CORRELATION AND INTENT OF DOCUMENTS

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

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

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

#### 0304 MATERIALS, SERVICES AND FACILITIES

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

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

#### 0305 CONTRACTOR'S TITLE TO MATERIALS

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

#### 0306 MATERIALS FURNISHED BY THE CONTRACTOR

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

### 0307 INSPECTION AND TESTING OF MATERIALS

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

### 0308 PATENTS

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

### 0309 SURVEYS, PERMITS AND REGULATIONS

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

performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

### 0310 CONTRACTOR'S OBLIGATIONS

0310.01 The Contractor shall and will, in good workmanlike manner do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the plans and drawings covered by this contract, any and all supplemental plans and drawings and in accordance with the directions of the Owner as given from time to time during the progress of the work. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required. He alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure of their improper construction, maintenance or operation.

0310.02 The Contractor shall observe, comply with and be subject to all terms, conditions, requirements, and limitations of the Contract and specifications and shall do, carry on, and complete the entire work to the satisfaction of the Owner.

### 0311 CONTRACTOR'S RESPONSIBILITY

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

### 0312 WEATHER CONDITIONS

In the event of temporary suspension of work, or during inclement weather, or whenever the Owner shall direct, the Contractor will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Owner, any work or

materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

### 0313 SAFETY PROVISIONS

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

### 0314 SANITARY PROVISIONS

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

### 0315 PUBLIC CONVENIENCE AND SAFETY

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

### 0316 PROTECTION OF WORK AND PROPERTY - EMERGENCY

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect

his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract or by the Owner, or his duly authorized representative.

- 0316.01 In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Owner in a diligent manner. He shall notify the Owner immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Owner for approval.
- 0316.02 Where the Contractor has not taken action but has notified the Owner of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Owner.
- 0316.03 The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 0323 of the General Conditions.

#### 0317 INSPECTION

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

#### 0318 REPORTS, RECORDS AND DATA

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

#### 0319 SUPERINTENDENCE BY CONTRACTOR

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

#### 0320 COMPETENT LABOR

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

receive orders and execute the work.

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

### 0321 CONSTRUCTION EQUIPMENT

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

### 0322 CHANGES IN THE WORK

- 0322.01 Without invalidating the Agreement, the Owner may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Paragraph 0323. A Change Order signed by the Contractor indicates his agreement therewith.
- 0322.02 The Owner may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the Contractor believes that any Field Order authorized by the Owner entitles him to an increase in the Contract Price or extension of Contract Time, he shall inform the Owner in writing of the amount of increased price or time associated with the Field Order, and he shall include reference to appropriate contract documents supporting the basis for the claim, and he shall not proceed with the work in question until a written decision has been rendered by the Owner.
- 0322.03 Any changes or additional work performed by the Contractor without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency.
- 0322.04 It is the Contractor's responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The Contractor will furnish proof of such adjustment to the Owner.



0322.05 The term Change Order is defined as a written order to the Contractor signed by the Owner which authorizes a change in the work or the contract price or the contract time issued after execution of the Agreement.

0322.06 The Contract Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without changing the Contract Price, except where authorized by Change Order.

### 0323 CHANGE IN CONTRACT PRICE

0323.01 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

0323.01.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

0323.01.2 By mutual acceptance of a lump sum (*which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 0323.04.2.1*).

0323.01.3 On the basis of the Cost of the Work (*determined as provided in Paragraphs 0323.04 and 0323.05*) plus a Contractor's Fee for overhead and profit (*determined as provided in Paragraphs 0323.4 and 0323.05*).

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

0323.02.1 Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable

thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by Owner.

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

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

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

0323.02.5 Supplemental costs including the following:

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

0323.02.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of Contractor.

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

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

0323.02.5.5 Deposits lost for causes other than Contractor's negligence, royalty

payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

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

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

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

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

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

0323.03.1 Payroll costs and other compensation of Contractor's officers, executives, principals (*of partnership and sole proprietorships*), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 0323.02.1 - all of which are to be considered administrative costs covered by the Contractor's Fee.

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

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

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

wrongly supplied and making good any damage to property.

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

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

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

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

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

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

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

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

0323.04.2.5 when both additions and credits are involved in any one change, the adjustment in Contractor's Fee shall be computed on the basis of the net change in accordance with paragraphs 0323.04.2.1 through 0323.04.2.4, inclusive.

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

#### 0324 CHANGE OF THE CONTRACT TIME

The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to Owner within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of

such occurrence unless Owner allows an additional period of time to ascertain more accurate data. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

0324.01 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefor as provided in Paragraph 0324. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by Owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God..

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

### 0325 CORRECTION OF WORK

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

### 0326 EXISTING UNDERGROUND UTILITIES AND STRUCTURES

0326.01 The Owners and/or operators of private or public utilities shall have access to such utility at all times, for the installation, maintenance, adjustment, repair and operation of said utility. No extra compensation will be allowed because of the delay or interference caused by such work.

0326.02 Wherever existing utilities are encountered which conflict in actual position and location with the proposed work, the Contractor shall promptly notify the Owner for resolution of the conflict.

0326.03 The Contractor shall be solely and directly responsible to the Owner and/or

other operator of such utility properties for any damage, injury, expense, loss, inconvenience or delay, or for any suits, actions, claims of any character brought on account of any injuries or damages which may result from the carrying out of the work.

**0327 SUBSURFACE CONDITIONS FOUND DIFFERENT**

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

**0328 CLAIMS FOR EXTRA WORK**

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

**0329 RIGHT OF THE OWNER TO TERMINATE CONTRACT**

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

appliances and plant as may be on the site of the work and necessary therefor.

### 0330 CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the Owner, (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimate of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

### 0331 PAYMENTS TO CONTRACTORS

0331.01 The amount of Retainage Schedule shall be as follows:

0331.01.1 • Five (5%) percent of each progress payment shall be withheld as retainage for the life of the project, including change orders and other authorized additions provided in the Contract is due;

0331.01.2 • When the Work is substantially complete (operational or beneficial occupancy) and City determines the Work to be reasonably acceptable, the Contractor shall submit an invoice or other documents as may be required and receive payment thereof within thirty (30) days. If there are any remaining incomplete minor items, an amount equal to two hundred (200%) percent of the value of each item, as determined by City, shall be withheld until such items are completed.

0331.01.3 • This Contract is governed by O.C.G.A. § 13-10-1 et seq., which requires that the Contractor, within ten (10) days of receipt of retainage from City, pass through payments to Subcontractors and reduce each Subcontractor's retainage accordingly. The Code provision also requires Subcontractors to pass through payments to Lower Tier Subcontractors and reduce each lower tier contractor's retainage. Therefore, City, in its discretion, may require the Contractor to submit satisfactory evidence that all payrolls, material bills, or other indebtedness connected with the Work have been paid before making any payment.

0331.01.4 • Within sixty (60) days after the Work is fully completed and accepted by City, the balance due hereunder shall be paid; provided, however, that final payment shall not be made until said Contractor shall have completed all work necessary and reasonably incidental to the

Contract, including final cleanup and restoration. All claims by the Contractor for breach of contract, violation of state or federal law or for compensation such claims shall be forever barred. In such event no further payment to the Contractor shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to City.

- 0331.02 Where a project is under the jurisdiction of a Force Account Agreement between the Owner and the Georgia Department of Transportation, the Contractor shall maintain a *daily* report of the amount of completed work as shown in the bid proposal. A copy of the accepted report appears in Appendix A at the end of this section and may be reproduced for use on this project. The Contractor's representative shall certify by signature that the report is accurate on behalf of the Contractor for the Owner (*shown as "Utility" on the report*). The Project Engineer representing the Georgia Department of Transportation shall certify by signature that the report is accurate for the "State". A copy of each days report properly certified as required by this part shall accompany each progress payment request by the Contractor. The quantity of work completed shown on the progress payment request *must* be supported by an equal quantity shown on the daily report for that progress payment period. Payment requested for quantities of work not supported by a properly certified daily report(s) may *not* be recommended for payment by the Owner.
- 0331.03 In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration. Where a project is under the jurisdiction of a Force Account Agreement between the Owner and the Georgia Department of Transportation, however, material delivered on the site and preparatory work done may *not* be taken into consideration.
- 0331.04 All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.
- 0331.05 The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid,



discharged, or waived. If the Contractor fails to do so, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

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

### 0332 ACCEPTANCE AND FINAL PAYMENT

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

### 0333 PAYMENTS BY CONTRACTORS

The Contractor shall pay (a) for all transportation and utility services not later than

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

### 0334 CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

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

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

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

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

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

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

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

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

The insurance required by this paragraph shall include the specific coverages and be written for not less than the limits of liability and coverages provided in these specifications, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days prior written notice has been given to Owner. All such insurance shall remain in effect until final payment and at all times thereafter when Contractor may be correcting, removing or replacing defective work. In addition, Contractor shall maintain such completed operations insurance for at least one year after final payment and furnish Owner with evidence of continuation of such insurance at final payment. Renewal certificates shall be sent to the Owner 30 days prior to the expiration date of any policy required herein.

0334.02 Contractual Liability Insurance: The comprehensive general liability insurance required will include contractual liability insurance applicable to Contractor's obligations under separate contract and subcontracting.

0334.03 Unless otherwise provided in these General Conditions, Contractor shall purchase and maintain property insurance upon the work at the site to the full insurable value thereof (*subject to such deductible amounts as may be provided in these general conditions or required by law*). This insurance shall include the interest of Owner, Contractor and Subcontractors in the work, shall provide "all risk" insurance for physical loss and damage including but not limited to fire, lightning, windstorms, hail, smoke, explosion, riot, aircraft, vehicles, falling objects, flood, earthquake, theft, vandalism, malicious mischief, collapse, water damage and other perils, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (*including fees and charges of engineers, architects, attorneys and other professionals*). If not covered under the "all risk" insurance or otherwise provided in these General Conditions, Contractor shall purchase and maintain similar property insurance on portions of the work stored on and off the site or in transit when such portions of the work are to be included in an Application for Payment. The policies of insurance required to be purchased and maintained by Contractor in accordance with paragraphs c and d shall contain a provision that the coverage afforded will not be

cancelled, materially changed or renewal refused until at least thirty days prior written notice has been given to the Owner.

0334.04 Contractor shall purchase and maintain such boiler and machinery insurance as may be required by these General Conditions or by law. This insurance shall include the interest of Owners, Contractor and Subcontractors in the work and shall provide coverage for all installed and functional mechanical equipment for the full replacement value of the equipment.

0334.05 Owner shall not be responsible for purchasing and maintaining any property insurance to protect the interests of Contractor or Subcontractors in the work to the extent of any deductible amounts that are provided in the supplemental conditions. If Contractor wishes property insurance coverage within the limits of such amounts, Contractor may purchase and maintain it at his own expense.

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

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

0334.08 The Contractor shall carry and maintain Combined Excess Liability (*Umbrella*) Insurance for a limit of not less than the following:

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

0334.09 The limits of liability for the insurance required by paragraph 334.1.1. of the General Conditions shall provide coverage for not less than the following amounts or greater where required by law:

For claims under Worker's Compensation:

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

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

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

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

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

Comprehensive Automobile Liability:

Combined Single Limit Per Occurrence, For Any and All Autos, Including Bodily Injury and Property Damage:	\$1,000,000
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- 0334.10 Scope of Insurance and Special Hazards - The amounts stated above are minimum amounts of insurance to be carried. The Contractor shall carry such additional insurance as may be required to provide adequate protection of the Contractor and his Subcontractors, respectively, against any and all damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by his and, also, against any of the special hazards which may be encountered in the performance of this Contract.

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

- 0334.11 Certificate Holder should read:**

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

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

0335 CONTRACT SECURITY

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

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

0336 ADDITIONAL OR SUBSTITUTE BOND

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

0337 LIEN

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

0338 ASSIGNMENTS

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

0339 MUTUAL RESPONSIBILITY OF CONTRACTORS

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

0340 COORDINATION WITH OTHER CONTRACTORS

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

0341 SUBCONTRACTING

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

0341.01 The Contractor shall not be allowed to award work to any subcontractor prior to written approval of the Owner, which approval will not be given until the Contractor submits to the Owner, a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.

0341.02 The Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

0341.03 The Contractor shall cause appropriate provisions to be inserted in all Subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

0341.04 Nothing contained in this Contract shall create any contractual relation



between any Subcontractor and the Owner.

#### 0342 USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

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

#### 0343 QUANTITIES OF ESTIMATE

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

#### 0344 RIGHTS-OF-WAY AND SUSPENSION OF WORK

The Owner shall furnish all land and rights-of-way necessary for the carrying out of this Contract and the completion of the work herein contemplated and will use due diligence in acquiring said land and rights-of-way as speedily as possible. But it is possible that all lands and rights-of-way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin his work upon such land and rights-of-way as the Owner may have previously acquired, and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining lands and rights-of-way. Should the Owner be prevented or enjoined from proceeding with the work, or from authorizing its

prosecution, either before or after the commencement, by reason of any litigation, or by reason of its inability to procure any lands or rights-of-way for the said work, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, or, to withdraw from the contract except by consent of the Owner, but time for completion of the work will be extended to such time as the Owner determines will compensate for the time lost by such delay, such determination to be set forth in writing.

**0345 GUARANTY**

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

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

**0346 CONFLICTING CONDITIONS**

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

**0347 NOTICE AND SERVICE THEREOF**

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

**0348 PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

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

### 0349 SUSPENSION OF WORK

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

### 0350 PROTECTION AND RESTORATION OF PROPERTY

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

restoring, as may be directed, or he shall make good such damage or injury in an acceptable manner.

**0351 RESPONSIBILITY FOR DAMAGE CLAIMS**

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

**0352 INTEREST OF FEDERAL, STATE OR LOCAL OFFICIALS**

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

**0353 OTHER PROHIBITED INTERESTS**

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

**0354 USE OF CHEMICALS**

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

**0355 MAINTENANCE OF TRAFFIC**

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

**0356 ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE**

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

**0357 OWNER'S RIGHT TO SUSPEND WORK**

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

**0358 TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

0358.01 It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are **ESSENTIAL CONDITIONS** of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "NOTICE TO PROCEED."

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

0358.03 If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the

Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

0358.04 The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

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

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

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

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

.....END OF SECTION .....

SECTION 0300: APPENDIX A



AFFIDAVIT FOR FINAL PAYMENT AND RELEASE OF LIENS

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

FROM: \_\_\_\_\_ (Contractor)

TO: CITY OF DALTON, GEORGIA \_\_\_\_\_ (Owner)

RE: Contract entered into the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the above mentioned parties for the construction of the project entitled DALTON PROJ. NO. PW-2024-LMIG.

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, OR IN ANY WAY INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED UPON FIELD INVESTIGATIONS AND GIS 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, AND CONSTRUCTION DETAILS.
3. **THE BEGINNING AND ENDING TERMINI FOR EACH RESURFACING PROJECT ARE SHOWN ON THE LOCATION MAPS AND PROJECT SUMMARY REPORT INCLUDED IN THE GENERAL NOTES (SECTION 0400).**
4. QUANTITIES FOR MILLING AND RESURFACING OF DECELERATION LANES, FLARES (WIDTH TRANSITIONS), ETC., ARE INCLUDED WITHIN THE DETAILED ESTIMATE.
5. MILLING AND PAVING OF TURNOUTS FOR SIDEROADS SHALL BE REQUIRED **WHEN DIRECTED BY THE PROJECT ENGINEER** TO PROVIDE A SMOOTH AND WELL DRAINED TRANSITION TO AND FROM THE MAINLINE BEING RESURFACED. UNLESS OTHERWISE DIRECTED BY THE PROJECT ENGINEER, THE MILLING AND PAVING OF TURNOUTS FOR SIDE ROADS SHALL BE TO THE BACK OF RADIUS FOR EACH SIDE STREET. QUANTITIES FOR THESE AREAS ARE INCLUDED ON THE DETAILED ESTIMATE.
6. THE CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE IN THE MILLING OPERATION SUCH THAT WATER DOES NOT POND ON THE ROADWAY. **MILLED AREAS SHALL BE COVERED WITH FINAL SURFACE COURSE WITHIN FOURTEEN (14) CALENDAR DAYS OF BEING MILLED.**
7. FAILURE BY THE CONTRACTOR TO COVER MILLED SURFACES WITHIN FOURTEEN (14) CALENDAR DAYS WILL RESULT IN LIQUIDATED DAMAGES TO BE ASSESSED AT A RATE OF \$200 PER DAY LEFT EXPOSED.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL DRAINAGE STRUCTURES WITHIN THE LIMITS OF THE PROJECT THROUGHOUT THE DURATION OF THE PROJECT. ANY DEBRIS THAT GOES IN DRAINAGE STRUCTURES AS A RESULT OF THE MILLING OPERATION SHALL BE CLEANED OUT BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE CITY.
9. PERMANENT AND TEMPORARY STRIPING: THE CITY HAS RECEIVED THE OFF-SYSTEMS SAFETY PROJECT GRANT FROM GDOT, AND GDOT WILL INSTALL ALL THERMOPLASTIC MARKINGS AFTER RESURFACING IS COMPLETE. CONTRACTOR

SHALL RESTRIPE ALL EXISTING ROADWAY MARKINGS AT EXISTING LOCATIONS ON ROADWAY AND AS CURRENTLY MARKED WITH TEMPORARY PAINT. THE CONTRACTOR SHALL RESTRIPE ALL EXISTING ROADWAY MARKINGS ON SIDE ROADS TO THE END OF THE NEW RESURFACED SECTION ONLY WHEN APPLICABLE. **STOP BARS AND SKIP WHITE LANE DIVIDERS SHALL BE HIGH BUILD PAINT. ALL OTHER MARKINGS SHALL BE TEMPORARY ONLY.** REFERENCE PAVEMENT MARKING DETAILS AND NOTES IN GDOT SPECIFICATIONS FOR LOCATING EDGE LINES. THE COST OF RESTRIPING INCLUDING REQUIRED STOP BARS AND PROVIDING CONSTRUCTION LAYOUT WILL BE PAID FOR UNDER PAVEMENT MARKING PAY ITEMS LISTED ON BID SHEET.

10. EDGELINES – EDGELINES SHALL **ONLY** BE INSTALLED AS DIRECTED ON THE PROJECT SUMMARY SHEET SHOWN IN THIS SECTION.
11. RPMS- RPM INSTALLATION IS NOT PART OF THIS CONTRACT.
12. THIS PROJECT DOES NOT REQUIRE A NOI.
13. TRAFFIC CONTROL SHALL MEET THE REQUIREMENTS OF THE 2009 MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS AND SPECIAL PROVISION SECTION 150-TRAFFIC CONTROL OF GDOT SPECIFICATIONS.
14. THIS PROJECT IS A GDOT LMIG PROJECT. THE CONTRACTOR SHALL USE THE SPECIFIED DESIGN MIX AND APPLICATION RATE SPECIFIED ON THE PROJECT SUMMARY SHEET FOR ALL STREETS WHICH WILL BE RESURFACED. **DESIGN MIXES FOR THESE LMIG STREETS SHALL BE SUBMITTED TO AND APPROVED BY THE OWNER IN ADVANCE.** PLEASE SUBMIT MIX DESIGNS TO THE OWNER FOR APPROVAL UPON NOTICE OF AWARD. FAILURE TO MEET THESE SPECIFICATIONS CAN RESULT IN GDOT NOT REIMBURSING THE CITY FOR THE MATERIALS USED.
15. ASPHALT PATCHING IS NOT PART OF THE CONTRACTOR'S SCOPE OF WORK FOR THIS PROJECT.
16. THE REPLACEMENT OF TRAFFIC SIGNAL LOOPS IS NOT PART OF THE CONTRACTOR'S SCOPE OF WORK FOR THIS PROJECT. THE CITY OF DALTON PUBLIC WORKS DEPARTMENT WILL COMPLETE THIS WORK USING IN-HOUSE FORCES.
17. THE CONTRACTOR SHALL BEGIN MILLING THE FULL WIDTH OF THE ROADWAY ONE HUNDRED (100) FEET AT THE BEGINNING AND ENDING OF THE PROJECT AT EACH PROJECT TERMINI (ONLY FOR STREETS THAT REQUIRE MILLING). THE CONTRACTOR SHALL COMPLETE THIS MILLING SUCH THAT AT THE POINT THAT FULL WIDTH MILLING BEGINS, THE ROADWAY SHALL BE MILLED FROM 0" DEPTH AND TAPER (FADE) TO 1 ½" DEPTH BUTT JOINT TO PROVIDE A SMOOTH TIE IN DURING PAVING OPERATIONS. QUANTITIES FOR THE FULL WIDTH MILLING ARE INCLUDED IN THE DETAILED ESTIMATE PAY ITEM.
18. **BIDDERS SHOULD REFER TO THE PROJECT SUMMARY SHEET INCLUDED IN THE GENERAL NOTES (0400) SECTION FOR SPECIFIC MILLING REQUIREMENTS/DETAILS**

**FOR EACH STREET INCLUDED IN THIS PROJECT.**

UPON COMPLETION OF THE MILLING OPERATIONS, THE CONTRACTOR SHALL REMOVE ANY REMAINING ASPHALT "STRIP/SLIVER" CREATED IN THE GUTTER AS A RESULT OF MILLING OPERATIONS (IF APPLICABLE). THIS "STRIP" SHALL BE REMOVED PRIOR TO PLACEMENT OF ASPHALT RESURFACING IF PAVING IN THE GUTTER IS REQUIRED BECAUSE OF PRE-EXISTING CONDITIONS.

19. MATERIALS TRANSFER VEHICLE (MTV, SHUTTLE BUGGY) – THE CONTRACTOR SHALL UTILIZE A MATERIALS TRANSFER VEHICLE WHEN PLACING ASPHALTIC CONCRETE MIXTURES ON THIS PROJECT ONLY AS REQUIRED BY THE APPLICABLE GDOT STANDARD SPECIFICATION.
20. PILOT VEHICLE SHALL BE USED FOR TWO (2) LANE SECTIONS OF TIBBS ROAD, AS DIRECTED BY PROJECT ENGINEER.
21. BUMP SIGNAGE – BUMP SIGNAGE SHALL BE INSTALLED ON ALL TRANSVERSE "BUTT" JOINTS CREATED AS A RESULT OF MILLING OPERATIONS. CONTRACTOR SHALL PLACE A WEDGE OF COLD MIX ASPHALT ON TRANSVERSE JOINTS AS A TEMPORARY MEASURE OF PROVIDING A SMOOTH TRANSITION TO PROJECT TIE-INS. THIS COLD MIX WEDGE SHALL BE REMOVED BY THE CONTRACTOR PRIOR TO COMMENCING RESURFACING. THE OWNER IS NOT RESPONSIBLE FOR DAMAGED VEHICLES CAUSED BY TRANSVERSE "BUTT" JOINTS.
22. LEVELING – LEVELING SHALL ONLY BE PLACED ON THE PROJECT AS DIRECTED BY THE PROJECT ENGINEER.
23. TIME OF WORK RESTRICTIONS – NO WORK SHALL BE COMPLETED BY THE CONTRACTOR ON RESIDENTIAL STREETS BETWEEN THE HOURS OF 9:01PM THROUGH 7:59AM (I.E. NO NIGHTTIME WORK ON RESIDENTIAL STREETS [TIBBS RD.]). FOR STREETS IN COMMERCIAL AND INDUSTRIAL DISTRICTS (TONY INGLE PKWY., ABUTMENT RD., GLENWOOD AVE., NO WORK SHALL BE COMPLETED BETWEEN THE HOURS OF 7:01AM THROUGH 7:59AM (I.E. NO WORK ON COMMERCIAL DISTRICT STREETS DURING THE AM RUSH). ON TONY INGLE PKWY., NO WORK SHALL BE COMPLETED BETWEEN THE HOURS OF 4:59PM THROUGH 6:00PM. ON GLENWOOD AVE., NO WORK SHALL BE COMPLETED BETWEEN THE HOURS OF 7:01AM THROUGH 7:00PM. THE CONTRACTOR SHALL KEEP AT LEAST ONE TRAVEL LANE OPEN IN EACH DIRECTION OF TRAVEL AT ALL TIMES. LIQUIDATED DAMAGES FOR FAILURE TO OBSERVE TIME OF WORK RESTRICTIONS SHALL BE ASSESSED TO THE CONTRACTOR AT THE RATE OF \$200 PER HOUR.
24. THE CONTRACTOR WILL BE PERMITTED TO USE ADVANCED WARNING SIGNS ON TRIPODS THROUGHOUT THE PROJECT AS LONG AS THE SIGNS AND TRIPODS CONFORM TO THE REQUIREMENTS ESTABLISHED BY PART 6 OF THE MUTCD AND SPECIAL PROVISION SECTION 150-TRAFFIC CONTROL OF THE GEORGIA DOT STANDARD SPECIFICATIONS.
25. THE CONTRACTOR WILL NOT BE REQUIRED TO PERFORM ANY SHOULDER BUILDING/GRASSING NOR PLACE WORK ZONE BARRELS OR LOW/SOFT SHOULDER

SIGNS AFTER PLACING ASPHALT TOPPING ON STREETS WITHOUT CURB AND GUTTER. THE CITY OF DALTON PUBLIC WORKS DEPARTMENT WILL COMPLETE THE PREVIOUSLY MENTIONED WORK ITEMS USING IN-HOUSE FORCES.

- 26. MILLING/REMOVAL OF ASPHALT AROUND MANHOLE, GAS VALVE, OR WATER VALVE TO PREPARE FOR RESURFACING – CONTRACTOR SHALL PROVIDE UNIT PRICING TO PERFORM THE NECESSARY MILLING AROUND IN-PAVEMENT UTILITY MANHOLES AND VALVES. THIS MILLING WILL REQUIRE A SMALL MILLING MACHINE TO APPROPRIATELY MILL AROUND THE UTILITY INFRASTRUCTURE AT THE SAME MILLING DEPTH SPECIFIED FOR EACH STREET TO PREPARE FOR RESURFACING. THE UNIT PRICE FOR THIS WORK SHOULD INCLUDE ALL LABOR, EQUIPMENT, AND MATERIALS NECESSARY TO PERFORM THE WORK.**

2024 Milling and Resurfacing - Project Summary Sheet - Dalton Public Works Department  
 Various City Streets - Dalton Project No PW-2024-LMIG

No.	Road Name	Beginning	Ending	Total Length (Miles)	Street Width (+/-)	Milling Required?	Required Asphalt Topping Mix Design Code	Approx Tonnage	Required Asphalt Topping Spread Rate	Thermoplastic Striping?	RPMS?
1	Glenwood Avenue	Walnut Ave.	State Route 3	2.570	Varies from 46' to 74'	Yes; 1.5" full width mill	402-3130	7,434	165 lbs/square yard	*Stop Bars, Skip White (High Build Paint)	No
2	Tibbs Road	Walnut Ave.	Shugart Rd.	1.417	27'	Yes; 1.5" full width mill	402-3130	2,098	165 lbs/square yard	*Stop Bars (High Build Paint)	No
3	Aboutment Road	State Route 3	Walnut Ave.	4.090	60'	Yes; 1.5" full width mill	402-3130	13,018	165 lbs/square yard	*Stop Bars, Skip White (High Build Paint)	No
4	Tony Ingle Parkway	College Dr.	Pavement Joint South of Lane Widening	0.494	Varies from 25' to 62'	Yes; 1.5" full width mill	402-3103	1,450	165 lbs/square yard	*Stop Bars, Skip White (High Build Paint)	No
				<b>Total =</b>	<b>8.571</b>						

**2024 Milling and Resurfacing - Estimate of Quantities per Road - Dalton Public Works Department**  
**Various City Streets - Dalton Project No PW-2024-LMIG**

ITEM	UNIT	Glenwood Avenue	Abutment Road	Tibbs Road	Tony Ingle Parkway	TOTAL
Recycled Asph. Conc. 9.5 MM Superpave, Type II, gp 2 only, Incl Bitum Matl & H-Lime	TN	0	0	0	1,450	1,450
Recycled Asph Conc. 12.5 MM Superpave, GP 2 Only, Incl. Bitum Mtl. And H-Lime	TN	7,434	13,018	2,098	0	22,550
Mill Asph Conc Pvmnt., Variable Depth	SY	94,397	165,309	26,639	18,402	304,747
MANHOLES	EA	58	24	2	8	92
VALVES	EA	76	63	9	5	153
TEMPRARY PVMT. MARKING, ARROW, TP 1	EA	0	0	0	7	7
TEMPRARY PVMT. MARKING, ARROW, TP 2	EA	53	42	15	13	123
TEMPRARY PVMT. MARKING, ARROW, TP 3	EA	0	3	0	4	7
TEMPORARY PVMT MARKING, WORD, TP 1 (ONLY)	EA	3	0	0	0	3
HIGH-BUILD PAINT SOLID TRAFFIC STRIPE, 24 IN., WHITE	LF	698	358	124	0	1,180
TEMPORARY SOLID TRAFFIC STRIPE, 8 IN., WHITE	LF	2,478	1,601	283	0	4,362
TEMPORARY SOLID TRAFFIC STRIPE, 4 IN., WHITE	LM	5.340	8.588	3.026	1.222	18.176
TEMPORARY SOLID TRAFFIC STRIPE, 4 IN., YELLOW	LM	4.573	7.629	2.603	0.963	15.768
HIGH BUILD PAINT SKIP TRAFFIC STRIPE, 4 IN., WHITE	GLM	4.020	8.219	0.115	0.977	13.331
TEMPORARY SKIP TRAFFIC STRIPE, 4 IN., YELLOW	GLM	1.080	6.938	0.000	0.634	8.652
TEMPORARY TRAFFIC STRIPING, WHITE	SY	698	142	24	0	864
TEMPORARY TRAFFIC STRIPING, YELLOW	SY	457	121	0	548	1,126

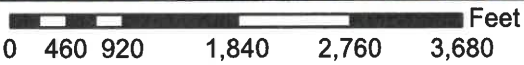
# Glenwood Avenue



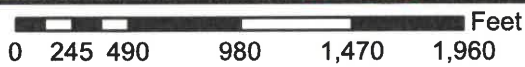
End at State Route 3

Exclude Portion on 2022 LMIG List

Start at Walnut Avenue

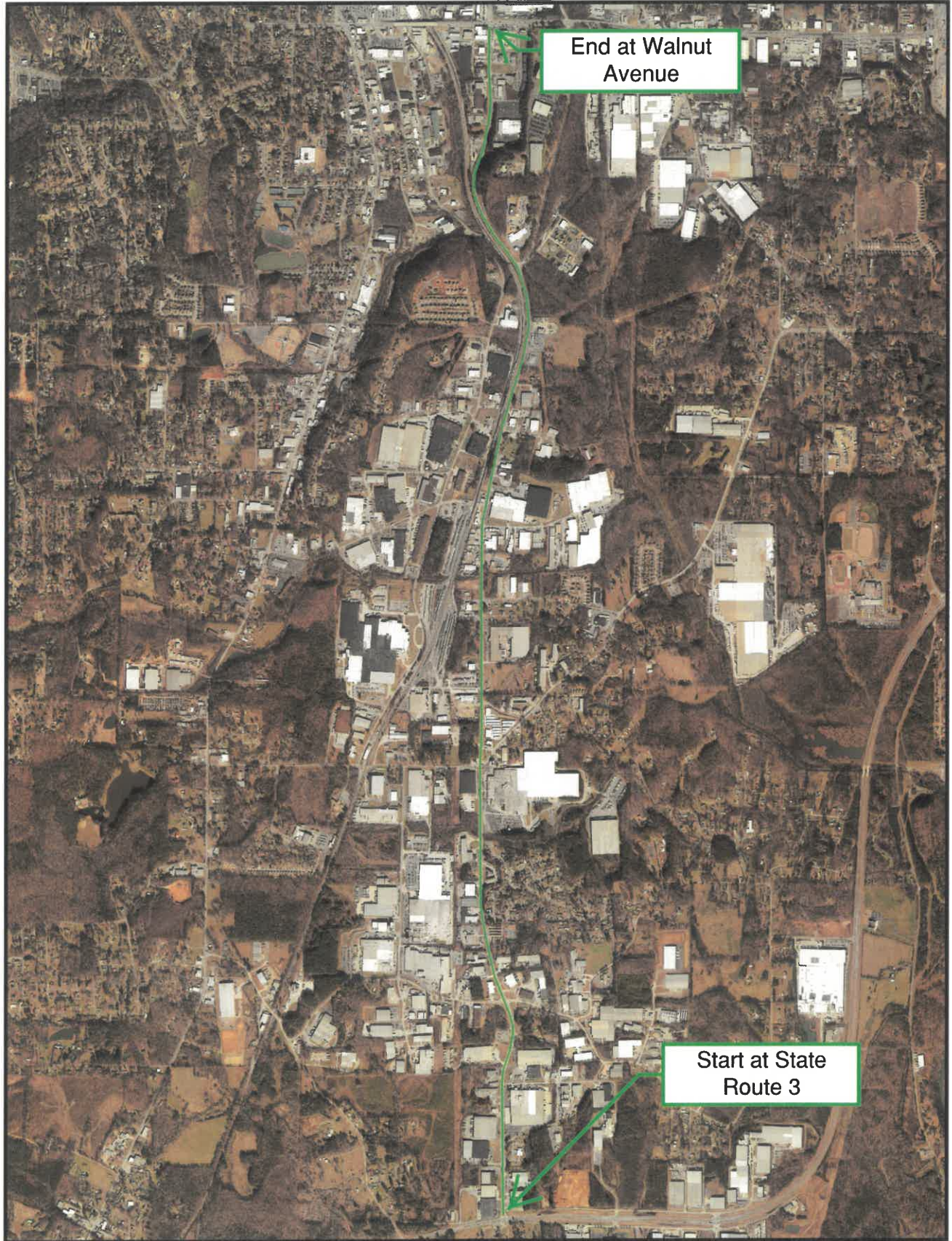


# Tibbs Road





# Abutment Road



End at Walnut Avenue

Start at State Route 3



0 700 1,400 2,800 4,200 5,600 Feet

# Tony Ingle Parkway

