

### MAYOR AND COUNCIL MEETING MONDAY, JUNE 05, 2023 6:00 PM DALTON CITY HALL

#### AGENDA

#### Call to Order

#### Pledge of Allegiance

#### **Approval of Agenda**

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

#### **Special Recognitions:**

1. Miss Jordyn Davis - GRPA State Track Meet Champion

#### **Proclamation:**

2. "Municipal Court Clerk's Week" - June 5-9, 2023 - Jason James and Misty Wimpey

#### **Minutes:**

3. Mayor & Council Minutes of May 15, 2023

#### **New Business:**

- 4. Civic Plus (formerly Municode) Supplementation Subscription Renewal
- <u>5.</u> Professional Service Agreement for Design Services with Goodwyn Mills Cawood, LLC for the Underwood Street Bridge Over Mill Creek Project
- 6. RSC West Hill Drainage Improvements Project Contract Change Order Request No. 001
- 7. Sutphen Purchase Agreement for (1) New Sutphen Heavy Rescue Apparatus
- <u>8.</u> Croy Engineering Task Order #8 to Prepare Design Plans and Contract Documents for Hangar Development at Dalton Municipal Airport
- 9. Croy Task Order #9 for Disadvantaged Business Enterprise (DBE) Goals update for the Dalton Municipal Airport for years 2024-2026
- <u>10.</u> General Construction Agreement with the Surface Masters, Inc. for Resurfacing of the Lakeshore Park Track
- <u>11.</u> Professional Services Agreement with MAGOBA, LLC for Asbestos Abatement at John Davis Recreation Center

- 12. Resolution 23-12 to Submit a Pre-application for Land and Water Conservation Funds (LWCF) for the Expansion of the Mack Gaston Community Center Splash Pad
- Ordinance 23-11 The Request of Edwin and Jose Machado to Annex a Tract of Land Totaling 0.17-Acre Zoned Medium-Density Single-Family Residential (R-3) Located at 1232 Frazier Drive into the City of Dalton. Parcel (12-179-02-059)
- 14. First Reading Ordinance 23-10 An Ordinance to Amend Article Ii Captioned "Occupation Taxes; Administrative Fees; Regulatory Fees" Of Chapter 26 "Businesses" of the 2001 Revised Code of Ordinances for The Purpose of Increasing the Administrative Fee Levied and Assessed on All Occupational Tax Accounts; To Establish an Effective Date; To Repeal Conflicting Ordinances, Laws, And Regulations; And for Other Purposes.

#### **Supplemental Business**

**Announcements** 

**Adjournment** 

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# CERTIFICATE OF RECOGNITION



#### PRESENTED TO:

### **JORDYN DAVIS**

WHEREAS, participation in organized athletics helps build character and teaches a wholesome sense of good sportsmanship among our youth; and

WHEREAS, to really excel in any one sport, a young person must demonstrate, in addition to a great deal of natural ability, an outstanding spirit of dedication, enthusiasm, and hard work; and

WHEREAS, Jordyn Davis competed in the Georgia Recreation and Parks Association State Track Meet in Augusta recently and recorded a "hat trick" — winning the state championship in each of the three events she entered in her age 8-and-under division. She brought home top honors in the 100-meter run, the 200-meter run, and the running long jump events; and

WHEREAS, Jordyn Davis is the first state champion in the history of the Dalton Parks and Recreation Department.

**NOW, THEREFORE BE IT RESOLVED,** I, David Pennington, Mayor of the City of Dalton, Georgia along with the City Council, hereby recognize Miss Jordyn Davis for her outstanding achievement of becoming a state champion.

In witness whereof, I have hereunto set my hand and caused the seal of this city to be affixed on this 5<sup>th</sup> day of June, 2023.

Mayor David Pennington



# CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

**Meeting Date:** 06/05/2023

**Agenda Item:** Proclamation for Municipal Court Clerk's Week

**Department:** Municipal Court

**Requested By:** Jason James

Reviewed/Approved by City Attorney?

Yes/No

#### **Cost:**

**Funding Source if Not in Budget** 

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

For Mayor and Council to read the Governor's proclamation declaring Municipal Court Clerk's Week. June  $5^{\rm th}$  –  $9^{\rm th}$ 

# **PROCLAMATION**



#### "MUNICIPAL COURT CLERKS WEEK"

WHEREAS, Municipal Court Clerks play a significant role in ensuring that municipal courts preserve public safety and promote quality of life in the City of Dalton and local municipalities across the state; and

**WHEREAS**, the procedures for the Dalton Municipal Court operations are set forth by the Uniform Rules of Municipal Court and other laws of the State of Georgia; and

WHEREAS, more people come in contact with Municipal Court Clerks than all other city services combined and public impression of the Georgia judicial system is largely dependent upon the public's experience in municipal court; and

**WHEREAS,** Municipal Court Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

**WHEREAS**, it is most appropriate that we recognize the accomplishments and significant role the Municipal Court Clerks play in preserving the public confidence, integrity and impartiality of the judiciary.

**NOW, THEREFORE BE IT RESOLVED,** I, David Pennington, Mayor of the City of Dalton, hereby proclaim the week of June 5-9, 2023, as "Municipal Court Clerks Week" and further extend appreciation to Misty Wimpey, our Chief Clerk, and all Municipal Court Clerks for the vital services they perform and their exemplary dedication to the communities they represent and serve.

ana causea the seat of this city to be affixea.					
Mayor					
Date	June 5, 2023				

In witness whereof, I have hereunto set my hand

# THE CITY OF DALTON MAYOR AND COUNCIL MINUTES MAY 15, 2023

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

#### CALL TO ORDER

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

#### APPROVAL OF AGENDA

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

#### **MINUTES**

The Mayor and Council reviewed the Mayor & Council Public Meeting Minutes of May 1, 2023. On the motion of Council member Sams, second Council member Goodlett, the minutes were approved. The vote was unanimous in favor.

The Mayor and Council reviewed the Mayor & Council Regular Meeting Minutes of May 1, 2023. On the motion of Council member Farrow, second Council member Sams, the minutes were approved. The vote was unanimous in favor.

#### PUBLIC COMMENTARY

There were no public comments.

#### SCHOOL RESOURCE OFFICER CONTRACT

Police Chief Cliff Cason presented the School Resource Officer Contract with Dalton Public Schools. Cason stated the School System will have (7) seven Resource Officers at a cost for the School system of \$471,103.16. On the motion of Council member Sams, second Council member Goodlett, the contract was approved. The vote was unanimous in favor.

#### GEORGIA CLASSIC MAIN STREET PROGRAM MOU FOR 2023-2024

City Administrator Andrew Parker presented the Georgia Classic Main Street Program MOU to provide for services for 2023-2024. Parker stated the MOU is between the Georgia Department of Community Affairs Office of Downtown Development and Dalton. Parker further stated the agreement outlines the necessary requirements set forth by DCA for the Community's participation in the Georgia Classic Main Streets Program for the stated term. On the motion of Council member Goodlett, second Council member Sams, the MOU was approved. The vote was unanimous in favor.

# PROFESSIONAL SERVICES AGREEMENT WITH AMERICAN CONSULTANT ENGINEERS, LLC.

Public Works Director Chad Townsend presented the Professional Services Agreement with American Consultant Engineers, LLC for Dalton Mill Line Pathway Location Study in the amount of \$79,000.00. Townsend stated the study is being performed to establish the optimal initial corridor alignment for Dalton's Mill Line Pathway. On the motion of Council member Farrow, second Council member Sams, the agreement was approved. The vote was unanimous in favor.

Mayor and Council Minutes Page 2 May 15, 2023

#### MEMORANDUM OF AGREEMENT – THE CARPENTRY, LLC

Public Works Director Chad Townsend presented a Memorandum of Agreement between the City of Dalton and The Carpentry, LLC. Townsend stated the Agreement is a contract for construction of streetscape improvements of the City of Dalton on right-of-way at intersection of West Cuyler Street and North Pentz Street in the amount of \$97,760.50. On the motion of Council member Farrow, second Council member Goodlett, the agreement was approved. The vote was unanimous in favor.

#### FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE CARPENTRY, LLC.

CFO Cindy Jackson presented the First Amendment to Development Agreement for The Carpentry, LLC. requesting an extension of time to complete the Hotel in TAD#1 -Downtown. Jackson stated the development agreement states the project shall be completed by 05-31-2023 but will now be extended until 10-31-2023. On the motion of Council member Sams, second Council member Goodlett, the agreement was approved. The vote was unanimous in favor.

#### FY-2023 BUDGET AMENDMENT #3

CFO Cindy Jackson presented the following FY-2023 Budget Amendment #3:

#### General Fund

- (1) Donation from DDDA for Burr Park concrete
- (2) Insurance reimbursement for damaged police vehicles
- (3) HVAC replacement at Public Works building (municipal court side of building)
- (4) Budget remaining to move payroll administrator from HR to Finance
- (5) Georgia Department of Audits recommends that the Opioid Fund should be accounted for in a separate revenue fund and not the general fund (4/23 memo from DOAA)

#### Special Revenue Fund – Opioid

(1) Anticipated expenditures for eligible Opioid related expenses (OPIOID settlement funds)

#### 2020 SPLOST Fund

(1) Allocate interest earned in SPLOST & Bonded Projects funds to various projects

On the motion of Council member Sams, second Council member Farrow, the budget amendment was approved. The vote was unanimous in favor. A copy of this complete amendment is a part of these minutes.

#### SPECTRA CONTRACT RENEWAL FOR FLOOR MAINTENANCE AT CITY HALL

Human Resources Director Greg Batts presented the Spectra Contract Renewal for Floor Maintenance at City Hall in the amount of \$4,945.92 for stripping and waxing floors in the breakrooms of City Hall. On the motion of Council member Goodlett, second Council member Farrow, the contract was approved. The vote was unanimous in favor.

Mayor and Council Minutes Page 3 May 15, 2023

#### <u>FIRST AMENDMENT TO NWGA PAVING CONTRACT FOR APRON REHABILITATION</u> PHASE II AT DALTON MUNICIPAL AIRPORT

Airport Director Andrew Wiersma presented the First Amendment to NWGA Paving Contract for Apron Rehabilitation Phase II at Dalton Municipal Airport. Wiersma stated the amendment is to insert a required Federal Grant clause regarding procurement of recovered materials that was mistakenly left out of the original. On the motion of Council member Sams, second Council member Goodlett, the contract was approved. The vote was unanimous in favor.

# CONTRACT WITH GEORGIA DEPARTMENT OF TRANSPORTATION AND DALTON MUNICIPAL AIRPORT

Airport Director Andrew Wiersma presented a Contract with Georgia Department of Transportation to Receive \$2,225,000 in State Grant Assistance for Hangar Development at Dalton Municipal Airport. Wiersma stated the local match is \$750,000.00. On the motion of Council member Sams, second Council member Goodlett, the contract was approved. The vote was unanimous in favor.

# APPOINTMENT OF JASON JAMES AS COURT ADMINISTRATOR FOR DALTON MUNICIPAL COURT

Municipal Court Judge Rob Cowan presented Jason James as Court Administrator for Dalton Municipal Court. On the motion of Council member Farrow, second Council member Sams, the Mayor and Council approved the recommendation to hire Jason James as Court Administrator of Dalton Municipal Court. The vote was unanimous in favor.

#### ADJOURNMENT

pefore the Mayor and Council, the meeting	g was
Bernadette Chattam	_
City Clerk	
	Bernadette Chattam



# **CITY COUNCIL AGENDA REQUEST**

Meeting Type: Mayor & Council Meeting

**Meeting Date:** 06/05/2023

**Agenda Item:** Civic Plus (formerly Municode) Supplementation

Subscription Renewal Changes Effective 06/01/2023

**Department:** City Clerk

**Requested By:** Bernadette Chattam

Reviewed/Approved by City Attorney?

N/A

Cost: N/A

Funding Source if Not

N/A

in Budget

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

Billing model change for Code supplementation services effective 06/01/2023.

Annual agreement includes:

Full Service Supplementation Subscription - \$4,204.20

Municode Administrative Support Fee - \$513.00

Total - \$4,717.20



#### **CivicPlus**

302 South 4th St. Suite 500 Manhattan, KS 66502 US Quote #: Date: Customer: Q-34322-1 1/4/2023 10:47 AM DALTON, GEORGIA

Product Name	DESCRIPTION		QTY	TOTAL
Full-Service Supplementation Subscription	Full Service Supplementation Subscription		1.00	USD 4,204.20
Municode Administrative Support Fee	ee Municode Administrative Support Fee		1.00	USD 513.00
Annual Recurring Supplement Services			4,717.20	

- 1. This Statement of Work ("SOW") is between Dalton Georgia ("Customer") and CivicPlus, LLC ("CivicPlus"), the acquirer and sole owner of Municode, LLC f/k/a Municipal Code Corporation, and incorporates and is subject to the terms and conditions located at Addendum 1 attached to this SOW.
- 2. 2. This SOW shall begin on 6/1/2023 ("Effective Date") and all the services provided to Customer listed in the above line items (the "Services") shall align to renew annually on each anniversary of the Effective Date ("Renewal Date"). Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to 5% annual increase. Customer will pay all invoices within 30 days of the date of such invoice.

#### **Acceptance**

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client	CivicPlus
Ву:	Ву:
ma	Auny I Hander
Name:	Name:
ANNALEE SAMS	Amy Vikander
Title:	Title:
MAYOR PRO TEM	Senior Vice President of Customer Success
Date: 5-22-2023	Date:

#### Addendum 1

This agreement ("Agreement") is explicitly agreed to by the Customer listed on the Statement of Work. All terms used in this Agreement that are not otherwise defined shall have the definition ascribed to it in the Statement of Work.

- Scope of Services. The Services provided to Customer under this Agreement are set forth in the CivicPlus Statement of Work signed by the parties (the "SOW"). Customer may purchase additional services for additional cost at any time upon mutual written consent of the Parties, including but not limited to updating the frequency of Supplement updates, additional labor required because of delays, errors or omissions on the part of Customer.
- Limitations of Services. Annual Recurring Supplement Service does NOT include:
- Additional copies, reprints, binders and tab orders;
- b. Documents drafted in InDesign or that contain form-based code requirements, are subject to additional editorial fees;
- Legal work, creation of fee schedules, gender neutral review/ implementation, external linking;
- d. Codifying a newly adopted term change legislation. This may be subject to a one-time additional editorial fee. Material to be reviewed upon receipt;
- e. Online Code hosting and online features, this is listed separately.

For services outside the scope of the Annual Recurring Supplement Services, a per page rate of \$23 will be applied.

3. Each document for processing should be its own individual file, named by its ordinance number. Customer should send in all documents to CivicPlus as MS WORD versions or a convertible PDF version.

- 4. Term and Termination. This Agreement shall remain in full force and effect for an initial period of one year commencing on the Effective Date ("Initial Term"), at the end of the Initial Term, this Agreement shall automatically renew for additional one-year terms (each a "Renewal Term"). If either Party does not intend to renew this Agreement, they shall provide sixty days prior notice to the end of the then-current term. Either party may terminate this Agreement for cause in the event the other party materially breaches any term of this Agreement and does not substantially cure such breach within thirty days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination.
- Compensation. Unless otherwise stated in an SOW signed by the Customer, the Customer shall pay CivicPlus for the Services annually at the start of each Renewal Term, within 30 days of the date an invoice is sent.
- 6. Integration. This Agreement sets forth the entire agreement between and among the parties with respect to the Services. This Agreement supersedes all prior written or oral agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.
- 7. Limitation of Liability. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed five times the amounts paid by Customer for the Services in the year prior to such claim of liability. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.
- 8. Ownership. Customer shall own all right, title, and interest in and to the code created under this Agreement. Customer is responsible for providing all necessary and correct documentation, materials and communication in a timely manner in order to enable CivicPlus to perform the Services and acknowledges CivicPlus cannot begin performance of the Services until all necessary documentation, materials and communication is received.
- 9. Customer acknowledges that any legal analysis provided by CivicPlus is provided to Customer for their use and direction. However, Customer agrees the Services provided for herein do not review legal codes for legal sufficiency, draw legal conclusions, provide legal advice, opinions or recommendations about Customer's legal rights, remedies, defenses, options, selection of forms, or strategies, or apply the law to the facts of any particular situation or establish an attorney-Customer relationship. CivicPlus is not a law firm and may not perform services performed by an attorney, and the Services contemplated herein do not constitute a substitute for the advice or services of an attorney.
- 10. In the event either party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, darnage or other causes reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes,

#### **Contact Information**

\*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization 300 W WAUGH ST		URL WWW. DALTON G.A. GOV
Street Address		WWW. DACION SIA, GOV
Address 2	<i>C</i> .	2 ~-
DALTON	GA- State	30720
City	State	Postal Code
Emergency Support is provided on a 24/7/365 ba	ed clients from 7am -7pr sis for representatives n	n Central Time, Monday-Friday (excluding holidays). amed by the Client. Client is responsible for
ensuring CivicPlus has current updates.  _GBSSE_CABRERA	706-529-2	2442
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone	,	
Emergency Contact & Mobile Phone  SERNADETE CHATTAN	1	BIHATTAMO DALTONGA, GOV
Billing Contact 706529-2443		BCHATTAM@ DALTONGA.GOV E-Mail 706-529-2491
Phone	Ext.	Fax
300 W WAVGH ST		
Address 2 DALTON City	GA State	30720
City 58-6000557	State	Postal Code
Tax ID#	·	Sales Tax Exempt #
Billing Terms		Account Rep
Info Required on Invoice (PO or Job #)		
Are you utilizing any external funding for your proj	ect (ex. FEMA, CARES)	: Y[ ] or N[
Please list all external sources:		
Contract Contact		Email
Phone	Ext.	Fax
Project Contact		Email
Phone	Ext.	Fax



# CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

**Meeting Date:** 6/5/2023

**Agenda Item:** Professional Service Agreement for Design Services with

Goodwyn Mills Cawood, LLC for the Underwood Street

Bridge Over Mill Creek Project

**Department:** Public Works

Requested By: Chad Townsend

Reviewed/Approved by City Attorney?

Yes

**Cost:** \$349,850.00

**Funding Source if Not** 

in Budget

2015 SPLOST SP184 (Within Allocated Budget)

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

This request is to approve a Professional Services Agreement with the engineering consultant Goodwyn Mills Cawood, LLC for design services of the Underwood Street bridge over mill creek. The scope of the design includes the production of construction plan sets for a new bridge, and corresponding realignment of the Rushmore Drive intersection. Should this be approved, the scope of the services within this contract shall be completed within 12 calendar months following full execution.

The cost of the proposa is within the SP184 Underwood St Bridge 2015 SPLOST project account's allocated budget.

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

# CITY OF DALTON PUBLIC WORKS DEPARTMENT

#### GENERAL PROFESSIONAL SERVICES AGREEMENT

THIS GENERAL PROFESSIONAL SERVICES AGREEMENT is made and	entered
into on this5th day ofJune by and between the City of Dalton, a Geor	gia
Municipal Corporation, hereinafter referred to as "CITY", and Goodwyn Mills Caw	ood,
<u>LLC</u> hereinafter referred to as "CONSULTANT".	

WHEREAS, the CITY desires to engage the CONSULTANT to provide professional services; and,

WHEREAS, the CITY finds the proposed Scope of Services and fee proposal attached as exhibit 'A'; and, to be agreeable and thereby engages Consultant pursuant to the terms of this General Professional Services Agreement.

WHEREAS, the CONSULTANT desires to provide said services and agrees to do so for the compensation and upon the terms and conditions hereinafter set forth,

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

- 1. EMPLOYMENT OF CONSULTANT: The CITY hereby engages the CONSULTANT and the CONSULTANT hereby agrees to perform the professional services hereinafter set forth.
- 2. PROJECT/SCOPE OF SERVICES: The CONSULTANT shall complete performing the scope of services specified in the CITY's Request for Proposal which is included herein by reference and CONSULTANT's scope and fee proposal attached hereto as Exhibit "A".
- 3. ADDITIONAL SERVICES: The CONSULTANT shall provide additional services, not specifically provided for in Exhibit "A", upon written request and authorization by the CITY.
- 4. DATE OF COMMENCEMENT: The CONSULTANT shall commence work on the project on <u>June 12<sup>th</sup></u>, <u>2023</u>. If no date is provided, then the date of commencement shall be five days from execution of this Agreement.
  - 5. DATE OF COMPLETION: The CONSULTANT shall complete the project on or before \_\_June 12<sup>th</sup>, 2024.

- 6. CONTRACT SUM: The CITY shall pay to CONSULTANT the total sum of \$\_349,850.00 Dollars for the complete performance of the project in accordance with the terms of this Agreement. In addition, CITY shall pay to CONSULTANT for any authorized additional services performed at the rate or amount provided in the Compensation Schedule attached hereto as Exhibit "B".
- 7. CONTRACT PENALTY: The CONSULTANT shall pay to the CITY the amount of \$\frac{100.00}{\text{Dollars}}\$ Dollars per calendar day for unexcused delay in completion of the project past the date of completion. CONSULTANT shall be excused for any delays which are out of their control.
- 8. PAYMENT: The CITY shall pay the contract sum to CONSULTANT upon complete performance of the project pursuant to the terms of this Agreement. CONSULTANT shall provide to CITY an Affidavit from the CONSULTANT stating that CONSULTANT has fully performed all terms of the Agreement. Final payment shall be made no later than 30 days after receipt of said Affidavit. Upon completion of any additional services, said additional services shall be paid within 30 days of receipt of invoice from CONSULTANT. Payment(s) shall be made via electronic funds transfer (EFT).
  - 9. CITY COVENANTS: CITY covenants and agrees:
- (a) to provide all available information, data, reports, records and maps to and for which CITY has access, possession, or control which is necessary for CONSULTANT to perform the scope of services provided for herein;
- (b) to provide reasonable assistance and cooperation to CONSULTANT in obtaining any information or documentation which is necessary for CONSULTANT to perform the scope of services provided for herein;
- (c) to designate a representative authorized to act on the CITY's behalf with respect to the project. Unless otherwise provided, said CITY representative shall be the Director of Public Works;
- (d) to permit access to the subject public property and obtain permission to access necessary private property for CONSULTANT to complete the scope of services;
- (e) to provide reasonable assistance to CONSULTANT in applying for and obtaining any necessary Federal, State or local government permits for the scope of services;
  - 10. CONSULTANT's COVENANTS: CONSULTANT covenants and agrees:
  - (a) to perform the scope of services in a professional manner, using that degree of

- care and skill ordinarily exercised by consultants practicing in the same or similar field;
- (b) to use only employees and subcontractors qualified to complete the work and who have sufficient experience in same or substantially similar projects;
- (c) to use only properly licensed employees or subcontractors for any work requiring a specialty or professional license issued by the State of Georgia;
- (d) to designate a representative authorized to act on the CONSULTANT's behalf with respect to the project.
- (e) to use the subject property of the City or third persons in a safe, careful and lawful manner;
- (f) to promptly report in writing to CITY any unsafe or defective condition of the subject property and any adverse site condition, which shall include but not be limited to limited access, extremely dense vegetation, subsurface conditions, damaged property, or existing utilities, that may adversely affect CONSULTANT's ability to complete the scope of services pursuant to this Agreement;
- (g) to promptly report in writing to CITY any damage to or injuries sustained in the course by Consultant, its employees, or subcontractors of its engagement and to promptly repair any damage to the damaged property.
- (h) to keep any property of the CITY or third persons in a clean and orderly condition and to remove any personal property of CONSULTANT upon completion of the project;
- (i) to perform all work on the project in a good and workmanlike manner, free from faults and defects, and in conformance with the terms of this Agreement;
- (j) to determine the appropriate method, details and means of performing the scope of services provided by this Agreement;
- (k) to exercise the ordinary standard of care in complying with the laws, codes, and regulations applicable to the CONSULTANT's services;
- (l) to exercise diligence and to complete delivery of the scope of services in a timely manner consistent with the exercise of due care;
- (m) to attend meetings to make presentations or to otherwise review the progress of the work as set out in the scope of services at the reasonable request of the CITY;

- (n) to prepare and submit to the CITY reports required by the scope of services or upon the written request of the CITY.
- 11. INDEMNITY: CONSULTANT shall indemnify CITY from and hold CITY harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurred by reason of CONSULTANT'S use and occupancy of the property inspected or evaluated by CONSULTANT; or by the negligence, willful act, or errors or omissions with respect to the performance of the professional services of CONSULTANT, its employees, agents, subcontractors, or invitees; including all expenses incurred by CITY as a result thereof including, without limitation, reasonable attorneys' fees, expenses of litigation, and court costs, except if arising from or caused by the sole fault or negligence of CITY or any of CITY's employees, agents or representatives acting on behalf of the CITY.

Additionally, CITY shall not be obligated to indemnify or hold harmless CONSULTANT for any claims arising from the actions or omissions of CONSULTANT or any third party.

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

- 12. INSURANCE: CONSULTANT agrees to carry at its own expense through the term of this Agreement the types and amounts of insurance required to maintain status as a Vendor of the City of Dalton or as provided herein below, whichever is greater. CONSULTANT shall provide CITY with copies or evidence of such insurance coverage prior to the commencement date of the Agreement. Such insurance policies shall name CITY as an additional insured and shall be issued by such insurance companies and on such forms as may be approved by CITY. Said insurance shall include the following:
  - (a) General Liability Coverage General Liability policy with a minimum limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
  - (b) Workers' Compensation Coverage Workers' Compensation policy with the following minimum limits:
    - (1) Workers' Compensation statutory limits per Georgia Law;
    - (2) Employer's Liability:
      - a. Bodily Injury by Accident \$100,000.00
      - b. Bodily Injury by Disease \$500,000.00 policy limit
      - c. Bodily Injury by Disease \$100,000.00 each employee.

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

(c) Auto Liability Coverage – Auto Liability policy with a minimum of \$1,000,000.00 limit per occurrence for bodily injury and property damage, if motor vehicle is used

in performance of scope of services. Comprehensive form covering all owned, non-owned, and hired vehicles.

- (d) Professional Services Errors & Omissions Coverage Professional Services E&O policy with a minimum of \$1,000,000.00 per claim.
- 14. ASSIGNMENT: CONSULTANT may not assign all or any portion of the Agreement without the prior written permission of CITY.
- 15. SUBCONTRACTOR: The CONSULTANT shall provide written notice to CITY of CONSULTANT'S intent to use a subcontractor for any portion of the project. CITY shall be entitled to reject any subcontractor it deems not qualified to complete the project. Any subcontractor approved for work on the project shall abide by any and all terms of this Agreement.
- 16. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Agreement shall not be construed to be a waiver thereof, nor affect the validity of any part of this Agreement or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Agreement shall be held to be a waiver of any other default and breach.
- 17. NOTICES: Any notice required or permitted to be given under this Agreement or by law shall be deemed to have been given if reduced to writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to CITY shall be mailed to: City of Dalton

ATTN: City Administrator

P.O. Box 1205

Dalton, GA 30722-1205

Such notice to CONSULTANT shall be mailed to:

Goodwyn Mills Cawood, LLC
6120 Powers Ferry Road NW, Suite 350
Atlanta, GA 30339

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

18. CONTRACT DOCUMENTS: The Agreement shall include the advertisement or invitation to provide a proposal, Instructions to Bidders, sample forms, the Addenda relating to bidding and proposal requirements, and any other written information provided by the CITY in anticipation of receiving bids or proposals, if any, except as specifically excluded herein, and the

CONSULTANT'S bid or proposal. The terms of this Agreement shall supersede any terms in the above-referenced documents in direct conflict with the terms of this Agreement.

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

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

- 19. VENDOR: CONSULTANT shall register and remain active as a Vendor of the CITY by completing the City of Dalton Vendor Packet and fully comply with any and all requirements of said Vendor during the term of this Agreement.
- 20. TERMINATION OF CONTRACT: In the event that CONSULTANT defaults or neglects to perform work on the project in accordance with the terms of this Agreement, CITY may terminate this Agreement by providing written notice of termination. Prior to termination of this Agreement for default, CITY shall provide written notice to CONSULTANT of any default and provide CONSULTANT ten (10) days to correct said default or deficiency,

#### 21. MISCELLANEOUS PROVISIONS:

- (a) Governing Law; Venue. This Agreement is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of Georgia. The exclusive jurisdiction and venue for any action arising out of this Agreement shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive any and all objections or defenses thereto.
- (b) Successors and Assigns. This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. CONSULTANT shall not assign its rights or obligations under this Agreement without the prior written consent of the CITY.
- (c) Severability of Invalid Provisions. If any provision of this Agreement shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.
- (d) Complete Agreement; Amendments. This Agreement constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.
  - (e) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon

the parties hereto shall be cumulative, but not restrictive to those given by law.

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

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

CONSULTANT:	Goodwyn Mills Cawood, LLC
	By:
	Title:
CITY:	CITY OF DALTON, GEORGIA
	By:
	MAYOR
	Attest:
	CITY CLERK

#### **EXHIBIT 'A'**

#### PROPOSAL FOR PROFESSIONAL SERVICES

# BRIDGE REPLACEMENT ON UNDERWOOD STREET OVER MILL CREEK AND RECONSTRUCTION OF APPROACHES ON UNDERWOOD STREET AND RUSHMORE DRIVE FOR THE CITY OF DALTON, GEORGIA

BY

#### **GOODWYN | MILLS | CAWOOD**

Goodwyn Mills Cawood LLC (GMC) is pleased to provide this Scope of Work and Fee Proposal to the City of Dalton, Georgia (CITY) for the above referenced Project.

#### **SCOPE OF WORK**

GMC will perform field surveys and topographic mapping services, perform geotechnical and pavement materials investigations, perform hydrologic and hydraulic modeling services, perform environmental mapping and permitting services, provide structural bridge plans, provide right-of-way acquisition documents, provide construction plans & contract documents, and assist the CITY with bidding for the bridge replacement on Underwood Street over Mill Creek and associated approach reconstruction on Underwood Street and Rushmore Drive.

#### Section 1: Field Surveys and Topographic Mapping

- A. GMC will establish horizontal control and vertical benchmarks on the project using horizontal and vertical datums based upon Georgia State Plane Coordinates (West Zone).
- B. GMC will provide field survey services to obtain the necessary topographic information within the project limits for use in planning and engineering design for the project. The field survey services shall also include stream profiles and stream cross sections along Mill Creek for a sufficient distance each way of the existing bridge structure as needed to adequately perform hydrologic and hydraulic modeling of the Mill Creek drainage system.
- C. GMC will contact GEORIGA 811 (Line Locate) services prior to mobilizing the field survey crew. GMC will survey all visible above ground utility features within the project limits along with the underground utilities features marked by the 811 locate service. GMC will utilize the located utility features to represent the existing utility features within the project limits as accurately as possible. This scope does not include ground penetrating radar or other independent SUE level techniques and locating services.
- D. GMC will survey existing rights-of-way and other property monumentation as required for establishing the existing rights-of-way and parcel boundary lines within the project corridor.
- E. GMC will provide CAD mapping services to prepare an existing base map plan depicting the existing topographic features, utility features, and property features described above encompassing the project limits as needed for the completion of the construction plans.

#### Section 2: Geotechnical and Pavement Materials Investigations

- A. GMC will perform pavement cores along the roadway approaches to the existing bridge to establish the average pavement build-up structure for the existing roadway approaches.
- B. GMC will perform soil borings along the roadway approaches and at key bridge structure locations, along with the collection of the soils samples and laboratory tests to ascertain the general nature of subsurface conditions within the project corridor.



C. GMC will provide a report of findings that will include recommendations for the roadway pavement design and structural recommendations for the support foundations of the proposed bridge.

Note: This Scope does not include any services during construction including geotechnical review of contractor submittals, pile hammer review submittals, or any geotechnical field monitoring services during the construction of the bridge.

#### Section 3: Hydrologic and Hydraulic Modeling

- A. GMC will inspect and verify the watershed limits, flow characteristics, and general hydraulic coefficients for the Mill Creek floodplain basin. GMC will review all available data, historical flooding events, local flood ordinances, and other readily available data from the United States Geological Survey (USGS).
- B. GMC will use the surveyed features of the Mill Creek floodplain along with the data gathered described above to develop a Hydrologic and Hydraulic (H&H) model of the existing Mill Creek floodplain basin at appropriate recurrence flooding events.
- C. GMC will analyze alternative designs of bridge span arrangements and girder configurations to determine the most efficient and economical structure layout.
- D. GMC will analyze and compute scour depths for the selected bridge design at each of the recurrence flooding events studied.
- E. GMC will provide a "No-Rise" certification signed and sealed by a registered professional engineer including supporting documentation for submission to the local floodplain administrator requesting a "letter of concurrence" approving the project. It is assumed that the proposed replacement bridge structure will be designed to meet the "No-Rise" criteria and thus will not require FEMA coordination or documentation to support a Letter of Map Revision (LOMR).

#### Section 4: Environmental Mapping and Permitting

- A. GMC will conduct all fieldwork necessary to delineate, survey, and map jurisdictional areas located within the limits of the proposed project (including streams, wetlands, and springs). The delineation will be conducted in accordance with the 2010 Regional Supplement to the U.S. Army Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region (Version 2.0).
- B. GMC shall analyze the final impacts to State and US Waters and will prepare and submit necessary plans and documents to the regulatory agencies to obtain all necessary permits before construction. The CITY shall be responsible for the payment of all associated permit fees and mitigations costs. Permitting shall include the following:
  - U.S. Army Corps of Engineers Permit Application, including a habitat assessment and agency coordination with the US. Fish and Wildlife Service (USFWS) and State Historic Preservation Office (SHPO). This scope is based on impacts that fall within the limits of a USACE Nationwide or Regional Permit (NWP or RGP).

<u>Note:</u> Specialized environmental studies to evaluate potential threatened and endangered species (T&E Study) or Cultural Resource Assessments (CRA) may be required by the USACOE, the USFWS or the SHPO to further evaluate the potential impacts upon local T&E species or cultural resources. In the event these specialized studies are necessary, GMC will provide these additional services for the fees noted in Section 11 of this proposal.

- Georgia EPD Buffer Variance Application, for land disturbing activities within the state-mandated buffers per the Erosion and Sedimentation Act of 1975.



- NPDES NOI, in compliance with the requirements of the NPDES permit to Discharge Storm Water Associated with Construction Activities including the preparation of a Comprehensive Monitoring Plan, along with a certification that the Erosion, Sediment, & Pollution Control Plan has been prepared in accordance with the General Permit and the 7-day compliance letter.

#### **Section 5: Structural Bridge Plans**

- A. Based on the recommendations from the H&H analysis, GMC will prepare preliminary bridge plans indicating the Type, Size, and Location (TS&L) features of the selected bridge configuration.
- B. Upon approval of the preliminary TS&L plans, GMC will perform bridge design calculations and prepare final structural bridge plans and detail drawings suitable for bidding purposes to be incorporated into the final contract documents. The final bridge plans shall be designed in accordance with the latest editions of the GDOT Bridge and Structures Design Manual, the GDOT Bridge and Structures Detailing Policy Manual, and the AASHTO LRFD Bridge Design Specifications.
- C. GMC shall perform an Independent Structural Design Review as a Quality Control measure to ensure the final bridge design meets all project requirements and confirm that the plans are suitable for bidding and construction.

#### **Section 6: Construction Plans and Contract Documents**

- A. Following the approval of the concept design, GMC shall prepare construction plans for the proposed project. The construction plans (at a suitable scale) shall include a Cover Sheet, Index Sheet(s), General Notes Sheet(s), Typical Section Sheet(s), Plan and Profile Plan Sheet(s), Utility Relocation Sheet(s), Storm Profile Sheet(s), Special Grading Sheet(s), Striping & Signing Sheet(s), Traffic Control Staging Sheet(s), Detour Layout Sheet(s), Bridge Plans & Detail Sheet(s), Erosion & Sediment Control Plan Sheet(s), and Cross Section Sheet(s) as needed to represent the construction requirements for the project.
- B. The construction plans shall be designed in accordance with all applicable CITY, GDOT, AASHTO, and MUTCD design standards.
- C. GMC will prepare estimates of quantities and construction costs to provide a Preliminary Opinion of Probable Project Costs.
- D. Upon CITY approval of the final plans, GMC will provide final construction plans signed and stamped by a Registered Professional Engineer for the CITY's use in soliciting bids for construction.
- E. GMC will prepare a Proposal Manual consisting of contract document forms, bond forms, bid schedules, advertisements, special provisions and other required documents in accordance with the CITY's requirements to solicit bids for construction.

#### **Section 7: Right-of-Way Acquisition Documents**

- A. GMC will prepare property plats and legal descriptions for the CITY's use to acquire additional right-of-way and easements as necessary to construct the project.
- B. It is anticipated that approximately five (5) or six (6) separate right-of-way acquisition parcels will be required in order to obtain the necessary right-of-way and easements for the construction of the project. This scope does not include appraisal costs, negotiation services, legal services, abstracts, property research, or other right-of-way related services. The CITY will be responsible for acquiring the right-of-way parcels.

#### **Section 8: Bidding Assistance**

A. GMC will consult and advise the CITY by reviewing qualifications of potential bidders to determine



their acceptability as required by the nature of work and by the bidding documents. GMC shall also distribute plans and specifications (bid package) to the respective bidders for their use in submitting bid proposals for the project. GMC will also issue addenda as appropriate to clarify, correct or change the bidding documents as necessary.

- B. GMC will assist the CITY, at the scheduled time and place, with the public opening and reading of eligible bids that have been submitted and received in accordance with the advertising requirements.
- C. GMC will assist the CITY with reviewing the accuracy and completeness of each bid submitted and shall provide a certified tabulation of the bid results. Upon reviewing and tabulating the bid results, GMC will provide an award recommendation to the CITY based on GMC's opinion of the lowest responsible and responsive bidder or other recommended action that GMC believes is in the best interest of the CITY.

Note: The City will be responsible for the final determination of the lowest responsible and responsive bidder to whom a construction contract is awarded along with any legal counsel as necessary for them to make that determination.

D. GMC will assist the CITY with the coordinating and scheduling of a preconstruction conference with all necessary participants and shall assist the CITY with the issuance of a Notice to Proceed to the awarded contractor.

#### Section 9: Additional Terms, Assumptions, Exclusions and Limitations

- A. The Scope and Fee Proposal included herein is based upon the project being constructed using local funding. The Scope does not include additional funding agency requirements, reviews, or documentation. In the event the project is elevated to utilize alternate funding sources, GMC can provide a supplemental fee proposal for these additional services.
- B. The Scope and Fee Proposal included herein are based upon a "no effect" determination for Threatened & Endangered Species. This Scope does not include special mitigation efforts or requirements to protect or relocate potential T&E species. This Scope does not include the design or development of mitigation plans to offset potential impacts to State and US Waters. It is assumed that the CITY will mitigate potential impacts to State and US Waters through the purchase of available credits from private Mitigation Banks. If required, GMC will assist the CITY to solicit quotes from Mitigation Banks for the CITY's consideration for mitigating wetland and stream impacts.
- C. GMC will assist the CITY to identify potential utility conflicts with the proposed work. Should utility conflicts be discovered, GMC will provide assistance to the CITY to coordinate with the Utility Owners that require relocations to their facilities. However, this scope does not include the design of any necessary utility relocations or the production of construction drawings for utility relocations that are required due to the proposed improvements.
- D. This scope does not include Construction Staking, Construction Engineering, Construction Inspection, Construction Testing, Construction Administration, As-Built Surveys, or any other services that may be required during construction.
- E. This scope does not include performing traffic counts, the design of traffic signals, or other related traffic studies. This Scope does not include Lighting, Landscaping, Irrigation, or other design elements not specifically listed in this Scope and Fee Proposal.
- F. It is assumed that Underwood Street will be closed to traffic during the construction of the replacement bridge. The design of a phased construction bridge to maintain traffic is not included in this Scope.
- G. Additional services beyond the limits of this Scope of Work shall be charged in accordance with the rates shown on the Standard Rate and Fee Schedule included as an attachment to this fee proposal.



Se	ction 10: Fee Proposal		
A.	Field Survey and Topographic Mapping	\$	22,500
B.	Geotechnical Foundations and Pavement Materials Investigations	\$	38,500
C.	Hydrologic and Hydraulic Modeling	\$	23,500
	- Stream Modeling & Bridge Recommendations \$ 15,000		
	- Scour Prediction Analysis \$ 2,500		
	- Floodplain No-Rise Certification\$ 6,000		
D.	Environmental Mapping and Permitting	\$	22,750
	- Wetland and Stream Delineation Survey \$ 6,000		
	- Habitat Assessment and Agency Coordination \$ 3,000		
	- US Army Corps of Engineers Permitting (NWP or RGP) \$ 8,500		
_	- GA EPD Buffer Variance Application \$ 5,250	<b>ተ</b>	00.000
E.	Structural Bridge Plans	\$	88,000
F.	Construction Plans and Contract Documents	•	130,000
G.	Right-of-Way Acquisition Documents (Plats & Legal Descriptions)	\$	7,500
H.	Bidding Assistance	\$	5,000
	Total Fee Proposal	•	\$ 337,750
	ction 11: Potential Additional Services (Only if Required by the USACOE)		
A.	Cultural Resource Assessment (Archaeological Study)	\$	5,400
B.	Threatened & Endangered Species Study (Mussel Survey)	\$	6,700

Thank you again for considering GMC for these professional design services. If you have any questions or if you would like to discuss this further, please do not hesitate to call.

**Total Potential Additional Services** 

Submitted by:

GOODWYN | MILLS | CAWOOD

Jeff B. Fennell, P.E. Project Manager

Date: 04/17/2023



\$12,100



#### EXHIBIT 'B'

#### 2023 Standard Rate and Fee Schedule

			. –	
Stand	ard	Hour	Ιv R	ates

l Hourly Rates	
Executive Vice President	\$ 300.00
Senior Vice President	\$ 250.00
Vice President	\$ 225.00
Conica Doctorio al (Auchitant Fraince Docio al Trobainel London Interior Docio Coi atist Docio at Managera)	<b>#</b> 250 00
Senior Professional (Architect, Engineer Regional Technical Leader, Interior Design, Scientist, Project Manager) Professional III (Architect, Engineer Design Manager, Interior Design, Scientist, Project Manager)	\$ 250.00 \$ 225.00
Professional II (Architect, Engineer Design Manager, Interior Design, Scientist, Project Manager)  Professional II (Architect, Engineer State Technical Leader, Interior Design, Scientist, Project Manager)	\$ 225.00
Professional I (Architect, Engineer State Fechnical Leader, Interior Design, Scientist, Project Manager)  Professional I (Architect, Engineer Design Coordinator, Interior Design, Scientist, Project Manager)	\$ 185.00
Trofessionari (Architect, Engineer Design Coordinator, Interior Design, Scientist, Froject Manager)	φ 103.00
Senior Professional Staff (Architect, Project Engineer, Interior Design, Scientist, Assistant Project Manager)	\$ 160.00
Professional Staff III (Architect, Engineer Project Professional, Interior Design, Scientist)	\$ 135.00
Professional Staff II (Architect, Engineer Staff Professional, Interior Design, Scientist)	\$ 120.00
Professional Staff I (Architect, Interior Design, Scientist)	\$ 100.00
Saniar Tachnical /Tachnical Space Contract Space CADD Tach Designer Dusting CA DOW Inspector)	\$ 160.00
Senior Technical (Technical Spec., Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector) Technical III (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 140.00 \$ 140.00
Technical II (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 115.00
Technical I (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 95.00
reclinical (Contract opec., CADD recli., Designer, Draiting, CA, NOW, Inspector)	Ψ 33.00
Intern/Co-op II (Architecture, Engineering, Interior Design, Environmental Sciences)	\$ 90.00
Intern/Co-op I (Architecture, Engineering, Interior Design, Environmental Sciences)	\$ 70.00
Executive Administrative Assistant	\$ 115.00
Administrative Assistant II	\$ 95.00
Administrative Assistant I	\$ 75.00
7 daminot data 7 dolotant 1	Ψ / 0.00
Surveying:	
Professional Land Surveyor	\$ 180.00
Survey Crew (four-man survey crew)	\$ 310.00
Survey Crew (three-man survey crew)	\$ 250.00
Survey Crew (two-man survey crew)	\$ 185.00
Field Tech III	\$ 105.00
Field Tech II	\$80.00
Field Tech I	\$ 65.00

#### Reimbursable Expenses

**Travel Expenses** 

\$0.655 per mile Vehicle Transport

Travel/ Meals/ Lodging Cost

Other Out-of-Pocket Expenses Cost plus twenty percent

Sub-Consultant/Sub-Contractors Cost plus twenty percent Sub-Consultant/Sub-Contractors reimbursable expenses Cost plus twenty percent

Printing & Shipping

Out of house reprographic services Cost

\$0.10/ sheet (8.5 x 11) In-House B&W reprographic services (small format) \$0.15/ sheet (11 x 17) In-House Color reprographic services (small format) \$0.10/ sheet (8.5 x 11)

\$0.15/ sheet (11 x 17) \$0.15/sf

In-House B&W reprographic services (large format) In-House Color reprographic services (large format) \$0.20/sf

GPS equipment \$250.00 per day



# CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

**Meeting Date:** 6/5/2023

**Agenda Item:** RSC West Hill Drainage Improvements Project Contract

Change Order Request No. 001

**Department:** Public Works

Requested By: Chad Townsend

Reviewed/Approved by City Attorney?

\_\_\_\_\_

**Cost:** \$60,300.00

**Funding Source if Not** 

2015 SPLOST SP190 (Within Allocated Budget)

in Budget

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

This request is to approve a change order request for additional armoring of the RSC boulder complex to mitigate the risk of deterioration over time of the finished grade caused by runoff infiltrating through the edges of the boulder complexes and scouring out locations where stone is tied into the earth embankment. This request also incorporates installing a four (4) foot apron at the base of each bounder complex to provide protection against scouring observed where runoff spills into the downstream plunge pool.

The cost of the change order proposed is within the allocated budget surplus of the 2015 SPLOST project account.

See attached change order request for additional information about the scope of services.

### B & J Reed Construction, LLC 1669 Will Evans Road Chatsworth, GA 30705 US

706-463-2009

rrcontractors@windstream.net





ADDRESS

City of Dalton-West Hill Cementary Project

SHIP TO

City of Dalton-West Hill Cementary Project

ESTIMATE#	DATE	
1062	05/15/2023	

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	Boulder Wall	Repair and replace boulder walls No new boulders to be provided.	9	5,400.00	48,600.00
	Rip Rap	Place 4 feet wide apron in front of boulder walls.	9	1,300.00	11,700.00

TOTAL

\$60,300.00

Accepted By

Accepted Date

Contract Owner: City of Dalton

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

Date Authorized:



### CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

**Meeting Date:** 6/5/2023

**Agenda Item:** Heavy Rescue Apparatus Contract

**Department:** Fire Department

**Requested By:** Chief Todd Pangle

Reviewed/Approved by City Attorney?

Yes

**Cost:** \$1,149,786.00

**Funding Source if Not** 2020 SPLOST

in Budget

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

This contract is to purchase a new Heavy Rescue Apparatus. This will replace the current 2006 apparatus, which is utilized as one of our first out apparatus. The contract is with Sutphen Cooperation, purchasing through Sourcewell, a cooperative purchasing program. The timing of this contract will provide the city an initial \$50,000 price increase set to take effect on June 15, 2023 due to new EPA regulations taking effect in 2026. We were also able to negotiate a delivery time of 24-26 months, cutting 12 months off the current delivery schedule and saving a 10-15% annual price increase seen in the last 3 years.



#### **PURCHASE AGREEMENT**

#### **FOR SUTPHEN FIRE APPARATUS**

THIS AGREEMENT, made and en	itered into this 29th	day of May	, 2023	by and
between SUTPHEN CORPORATION	ON of Dublin, Ohio,	hereinafter ca	lled "SUTPHE	EN" and
the City of Dalton	of Dalton, Georgia	,	hereinafter	called
"PURCHASER",	_			

#### WITNESSETH:

- PURCHASE: Purchaser hereby agrees to buy and Sutphen hereby agrees to sell and furnish to Purchaser the apparatus and equipment according to the Sutphen Proposal attached hereto and made a part hereof, and to deliver the same as hereinafter provided.
- 2. <u>PURCHASE PRICE</u>: Purchaser agrees to pay for said apparatus and equipment the total purchase price of One Million, One Hundred Forty Nine Thousand, Seven Hundred Eighty Six Dollars (\$1,149,786.00) payable in full upon delivery.

Changes to National Fire Protection Association ("NFPA"), Environmental Protection Agency ("EPA") or changes legislated by Federal, State or Local Governments or changes in part availability or vendor relationships that impact the cost to manufacture the truck may also incur additional charges which shall be borne by the purchaser. These may include but are not limited to changes that affect the major vendors of the fire apparatus industry such as pump manufacturer, seat manufacturer, electrical power supplies (generators) and powertrain (engine & transmission). Any such changes shall be memorialized by a signed change order executed by both Sutphen and Purchaser.

Sutphen shall provide written notice to Purchaser as soon as it reasonably believes any provision may be invoked. Sutphen shall provide, upon written request, documentation of such changes and increases.

3. <u>DELIVERY:</u> The apparatus and equipment being purchased hereunder shall be delivered to Purchaser at 404 School St, Dalton, GA 30720 within approximately 24-26 Months after the receipt and acceptance of this agreement at Sutphen's office, provided that such delivery date shall be automatically extended for delays beyond Sutphen's control, including, without limitation, strikes, labor disputes, riots, civil unrest, pandemics, war or other military actions, sabotage, government regulations or controls, fire or other casualty, or inability to obtain materials or services.

- 4. <u>SUTPHEN WARRANTIES:</u> Sutphen warrants the apparatus purchased here under as set forth in the warranty included with bid proposal.
- 5. <u>TESTING SHORTAGES:</u> The apparatus shall be tested per NFPA #1901 at Sutphen's manufacturing facility. Purchaser agrees that the apparatus and equipment being purchased hereunder will not be driven or used in any manner until it is paid for in full, provided, however, that if there are any minor shortages, Purchaser may withhold a sum equivalent to the retail purchase price of any equipment shortages at the time of delivery and may use the apparatus and equipment during this period.
- 6. <u>DEFAULT:</u> In the case of any default in payment hereunder or in the payment on any notes, negotiable paper, obligations or other instruments issued by Purchaser, Sutphen may take full possession of the apparatus and equipment or of the piece or pieces upon which default has been made, and any payments that have been made theretofore shall be applied as rent in full for the use of the apparatus and equipment up to the date of taking possession by Sutphen.
- 7. <u>PURCHASER WARRANTIES:</u> With the signing of this agreement, Purchaser warrants that it has the full power and legal authority to enter into this agreement and guarantees that funds for its purchase are available or in the process of collection.
- 8. <u>ACCEPTANCE:</u> This agreement shall not be binding until it is signed and approved by an officer of the Sutphen Corporation.
- 9. <u>TAXES, ETC.</u>: The purchase price provided for herein does not include any federal, state or local sales tax, duties, imposts, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise and which are made applicable to the apparatus or equipment covered by the agreement. In the event that any such taxes are subsequently imposed and become applicable, the purchase price herein shall be increased by the amount of such taxes and such sum shall be immediately paid by Purchaser to Sutphen. To the extent applicable, the prices and deliveries set forth herein are subject to the Defense Production Act.
- 10. <u>INSURANCE</u>: Sutphen shall provide insurance insuring the apparatus and equipment against loss by fire, theft or collision and insuring against property damage and personal injury through the three (3) day delivery period.
- 11. <u>GENERAL</u>: This agreement and the Sutphen proposal provided herein take precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in this agreement or in the Sutphen proposal attached hereto. No alteration, modification, amendment or change of this Agreement shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this Agreement shall be deemed a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

This Agreement shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes and decisions of the State of Georgia. Exclusive jurisdiction and venue for any litigation at all related to this Agreement, directly or indirectly, based upon contract, tort, or other theory of law, shall lie in the Whitfield County Court, Dalton, GA, and the parties hereto consent and submit to the general jurisdiction of this court. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by Sutphen, Purchaser, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and attested by its duly authorized representatives, effective as of the date below when accepted at Sutphen Corporations offices.

SUTPHEN CORPORATION  By Arley  Sales Representative	THE City of Dalton	
	Ву	
Accepted at office SUTPHEN CORPORATION 6450 Eiterman Road Dublin, Ohio 43016	Title	
	Date	
Ву	Ву	
Title	Title	
Date	Date_	



### **PROPOSAL**

**TO THE:** DATE: May 29, 2023

City of Dalton (Sourcewell ID#43364) Attn: Chief T. Pangle 404 School St Dalton, GA 30720

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this proposal via the Sourcewell Co-Operative Purchasing Contract #113021-SUT:

One (1) Sutphen Severe Duty Heavy Rescue Complete and Delivered for the Total Sum of ......\$1,199,786.00

The unit shall be manufactured completely in accordance to the following proposal and inspected at the manufacturing facility in approximately **24** months from the date of the contract signing or purchase order, subject to delays from all causes beyond our control. The unit shall be delivered approximately 4-6 weeks after the inspection, subject to delays from all causes beyond our control.

This proposal shall be valid for thirty (30) days. If the contract or purchase order is not received within this proposed duration, we reserve the right to extend, withdraw, or modify our proposal, including pricing, delivery times, and prepayment discounts as applicable.

A price increase takes effect on June 15<sup>th</sup>. 2023. Proposals are required to be good for thirty (30) days. If a Contract or Purchase Order is received on or before June 14<sup>th</sup>, 2023, there is a \$50,000 credit. The purchase price would be \$1,149,786.00

Should any changes be required as mandated by NFPA, EPA, or other Federal, State or Local Governments, or changes due to part availability or vendor relationships, such changes shall be documented on a change order and purchaser shall be responsible for additional charges as applicable. These may include but are not limited to changes that affect the major vendors of the fire apparatus industry such as pump manufacturer, seat manufacturer, electrical power supplies (generators) and powertrain (engine & transmission).

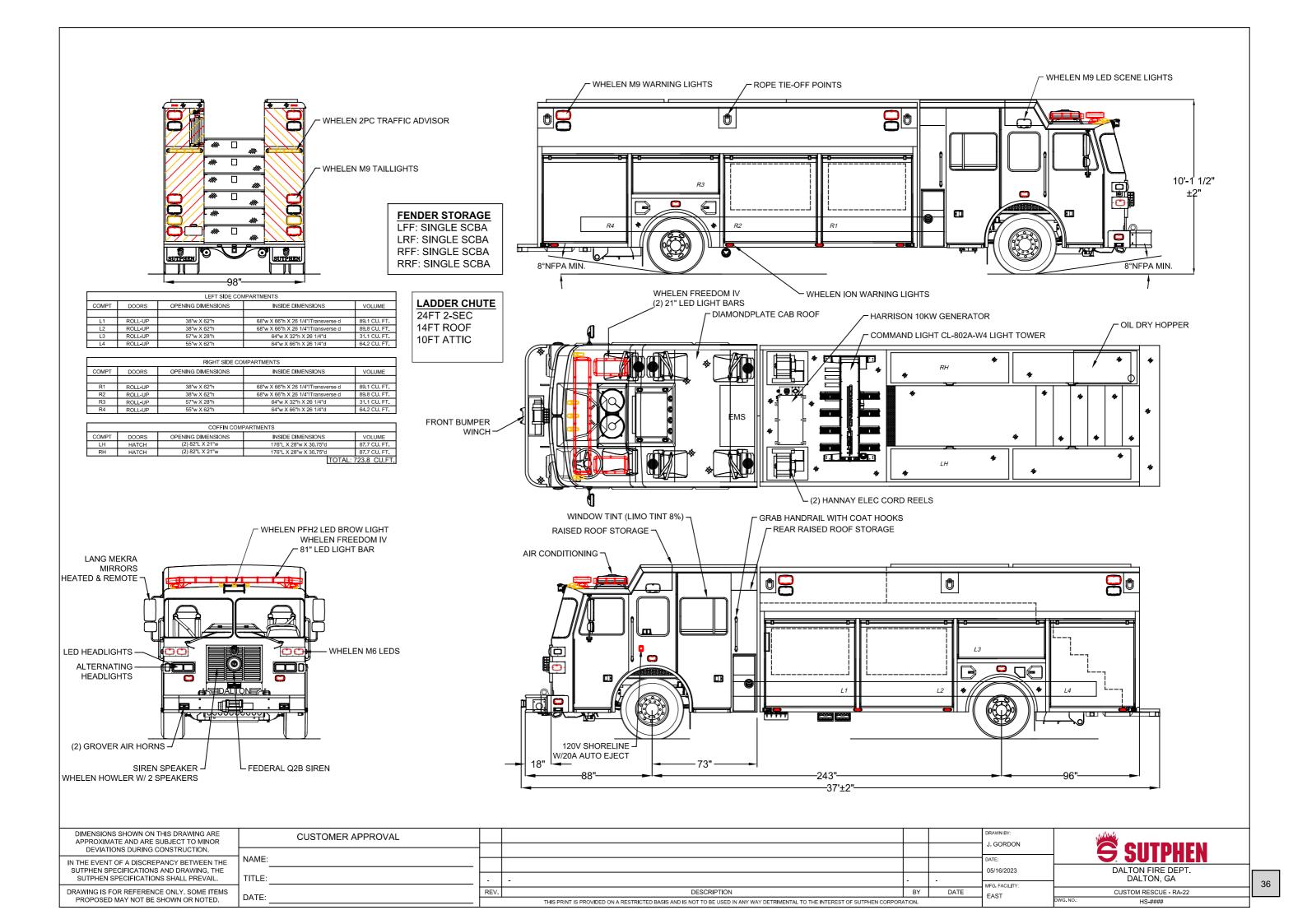
Respectfully submitted,

Jerry Harley

Jerry Harley

Authorized Representative for Sutphen Corporation

336-613-8202





# Sutphen **Component Report Dealership: Williams Fire**

**Apparatus** 

Order#: DQ016411-1

**HS- Dalton Fire Department, Georgia Heavy Rescue** 

Contact: **Position:** Phone: Mobile:

Email:

Bill To **Ship To Customer: Dalton Fire Department Customer: Dalton Fire Department** Contact: Contact: Address: 404 School St. Address: 404 School St. Dalton, Georgia 30720 Dalton, Georgia 30720

## Comments

**Project Manager:** 

Sales Person: Jerry Harley

**Revision Level:** Truck Type: **Body Facility:** 

## **Quote Line Number 1**

Line	Item #	Qty	Item Description/Comments
1	10000225	1	STD WIRING SCHEMATIC (USB)
2	10310100	1	CHASSIS
			CHASSIS
3	10010006	1	CHASSIS, CUSTOM
4	51070244	1	WHEELBASE = 244
5	51010310	1	WHEELBASE GREATER THAN 200"
6	25010255	1	FRAME, 10" DOUBLE RAILS, DOMEX, SINGLE AXLE (110K PSI)
7	45040100	1	FRONT BUMPER CLIP
8	45010001	1	FRONT TOW EYES, BELOW BUMPER, PAINTED
9	45030220	1	ADDITIONAL FRONT TOW EYES, TOP OF BUMPER, PAINTED
10	46010000	1	REAR TOW EYES, PAINTED
11	40010250	1	STEERING - ROSS TAS-85
12	22010200	1	DRIVE LINE, SPICER, SPL250
13	23015220	1	ENGINE, CUMMINS X 15 605HP DOC-DPF-DEF-SCR OBD

Line	Item #	Qty	Item Description/Comments
14	23029200	1	ENGINE WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS (X SERIES)
15	23029400	1	AFTERTREATMENT WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS (X SERIES)
16	23030006	1	AIR INTAKE/EMBER SEPARATOR
17	23031176	1	FUEL FILTER/WATER SEPARATOR, PRIMARY, FLEETGUARD FUEL PRO FH230
18	23031180	1	12VDC HEATER FOR FLEETGUARD FUEL/WATER SEPARATOR
19	23031220	1	FUEL FILTER, SECONDARY, FLEETGUARD, FF5825NN
20	47012535	1	TRANSMISSION, ALLISON GEN 6, EVS4500R W/RETARDER (X SERIES)
21	23110000	1	JACOBS ENGINE BRAKE
22	47024050	1	TRANSMISSION COOLER
23	47030000	1	ALLISON TOUCH PAD SHIFTER
24	47030110	1	SHIFTER PAD GEARING, 6 GEARS OPEN
25	47031000	1	HOT SHIFT PTO
26	47031050	1	SWITCH & WIRING FOR HOT SHIFT PTO
27	21021210	1	COOLING SYSTEM FOR X15
28	21030195	1	COOLANT FILTER
29	21030000	1	FAN CLUTCH
30	21030200	1	RADIATOR COOLANT RECOVERY, PRESSURIZED SYST
31	21030500	1	LONG LIFE ANTIFREEZE, 50/50 MIX
32	47088888	1	SPECIAL ITEM, ADDITIONAL COOLANT PURGE TANK
33	26010011	1	FUEL TANK, STAINLESS STEEL, 100 GAL
34	26030000	1	FUEL FILL
35	26030100	1	FUEL COOLER
36	24040000	1	DIESEL EXHAUST FLUID TANK
37	13012125	1	ALTERNATOR, C.E. NIEHOFF 415 AMP C570
38	13030100	1	LOW VOLTAGE ALARM, FLOYD BELL TXB-V86-515-QF
39	15010500	1	BATTERIES, INTERSTATE TYPE 31 MHD (4)

Line	Item #	Qty	Item Description/Comments
40	15031700	1	BATTERY JUMPER TERMINALS
41	15031525	1	BATTERY CHARGER, KUSSMAUL CHIEF 6012 W/REMOTE BAR GRAPH DISPLAY
42	15030435	1	120V SHORELINE INLET, KUSSMAUL SUPER 20 AUTO EJECT, 180° OPENING COVER 091-55- 211-00-XXX
43	15040100	6	120V OUTLET WIRED TO SHORELINE INLET - EA (6)
44	14022120	1	FRONT AXLE, HENDRICKSON STEERTEK NXT 20,000 LB.
45	41022120	1	FRONT SUSPENSION, HENDRICKSON 20,000 LBS. (4) 56" LEAFS
46	41040510	1	STEER ASSIST
47	43010306	1	FRONT TIRES, GOODYEAR 385/65R22.5 LRJ ARMOR MAX PRO 22.5 x 12.25 WHEELS
48	14510530	1	REAR AXLE, MERITOR RS-26-185 27,000 LB.
49	14530100	1	TOP SPEED, 68 MPH
50	42010015	1	REAR SUSPENSION, FIREMAAX 27,000 LBS. AIR RIDE
51	44010308	1	REAR TIRES, GOODYEAR 12R22.5 X 8.25 LRH ENDURANCE RSA HIGHWAY 24,000 - 27,000 GVWR
52	42910200	1	TIRE PRESSURE MONITOR, REAL WHEELS, LED
53	44210210	1	WHEELS, ALUM, ALCOA, DURABRITE (max 27K rear)
54	44230110	1	INNER WHEELS COATED, SINGLE AXLE
55	44270100	1	HUB COVERS, FRONT & REAR, POLISHED STS (Single Axle)
56	44270300	1	CHROME LUG NUT CAPS, FRONT & REAR (Single Axle)
57	44271100	1	MUD FLAPS, FRONT (PAIR)
58	44271200	1	MUD FLAPS, REAR (PAIR)
59	54010020	1	DATA, SAFETY & WARNING TAGS APPLICATION, SCREW-ON
60	16010285	1	BRAKES STEERTEK DISC PLUS EX225 FRONT, SCAM 8.625" REAR (SINGLE AXLE)
61	18030400	1	FRONT WHEEL BRAKE ASSIST FOR FOUR WHEEL BRAKE SERVICE
62	18010041	1	AIR BRAKE SYST 4 TANKS WABCO 1200 DRYER (24K, 27K)
63	18030010	1	AIR BRAKE RELEASE VALVE, WABCO
64	18020000	1	CENTRAL LOCATION FOR AIR TANK DRAINS
65	18030140	1	AIR INLET CONNECTION W/CHECK VALVE

Line	Item #	Qty	Item Description/Comments
66	18035110	1	AIR COMPRESSOR, KUSSMAUL AUTO PUMP AC, 100PSI
67	18036105	1	TIMER, KUSSMAUL AUTO PUMP
68	18210000	1	ELEC STABILITY CONTROL SYST
69	18110050	1	WABCO 4 CHANNEL ANTI-LOCK BRAKES W/ASR (24K, 27K)
70	18142000	1	ASR DISCONNECT SWITCH ON DASH
71	14530500	1	TIRE CHAINS, ON-SPOT, 6 STRANDS
72	53510000	1	COMPRESSION FITTINGS ON AIR SYSTEM (CHASSIS)
73	54010000	1	MISCELLANEOUS ITEMS ON CHASSIS
74	10310110	1	САВ
			САВ
75	11023270	1	CAB TSAL4G 73" 15" RR 1/2
76	11030025	1	CAB CERTIFICATION - STRUCTURAL INTEGRITY
77	11030950	1	CAB LOCKDOWN LATCHES
78	11031025	1	CAB TILT SYSTEM, AIR CONTROL VALVE
79	11031100	1	MANUAL BACK-UP TILT SYSTEM
80	11031350	1	CAB DOORS, FULL LENGTH (4)
81	11031385	1	CAB STEPS, LOWER GRIP STRUT, INTERMEDIATE DIAMONDPLATE
82	11031399	1	CAB STEP LIGHTING, TECNIQ E45 LED STRIP LIGHTS
83	11031421	1	CAB DOOR WINDOWS, POWER (4)
84	11031401	1	CAB SIDE WINDOWS, FIXED, BOTH SIDES
85	11031460	1	NO WINDOWS, BACK WALL OF CAB
86	11031465	1	WINDOW TINTING (LIMO TINT 8%) - EACH (4)
87	52010010	1	ELECTRIC INTERMITTENT WIPERS
88	52030100	1	DEACTIVATE WINDSHIELD WIPERS WITH PARKING BRAKE ENGAGED
89	52030200	1	WINDSHIELD WASHER RESERVOIR
90	38010020	1	MIRRORS LANG MEKRA 300 SERIES HEATED & REMOTE
91	11024405	1	UPPER GRILLE, LEVEL STYLE FACADE (X SERIES)

Line	Item #	Qty	Item Description/Comments
92	11024510	1	FLAMING "S" LOGO, UPPER GRILLE, ILLUMINATED
93	11024615	1	LOWER GRILLE, POLISHED STAINLESS, LASER CUT LETTERING W/ BACKLIGHTING
94	20010080	1	BUMPER, 18" POLISHED STAINLESS STEEL
95	20029800	1	BUMPER SIDES, DIAMONDPLATE
96	20050100	1	WINCH, BUMPER MOUNTED, WARN 12,000 LB.
97	20050250	1	PORTABLE WINCH, WARN, 4700 LB. (1)
98	12010500	1	AIR HORNS, DUAL, GROVER #2040 RECTANGULAR, BEHIND PERFORATION
99	12030015	1	AIR HORNS CUTOUTS IN BUMPER, BEHIND PERFORATIONS (X SERIES)
100	12030205	1	AIR HORNS WIRED TO STEERING WHEEL BUTTON
101	12030305	1	FOOT SWITCH, DRIVER'S SIDE
102	12030310	1	FOOT SWITCH, OFFICER'S SIDE
103	12030350	1	LANYARD CONTROL FOR AIR HORNS
104	12510109	1	ELEC SIREN, WHELEN 295HFSA7, REMOTE FLUSH MOUNT WITH REMOVABLE MIC
105	12530205	1	ELEC SIREN WIRED TO STEERING WHEEL BUTTON
106	12620100	1	SIREN SPEAKER, 100W, CAST PRODUCTS, SA4201-6B-A
107	12670110	1	SIREN SPEAKER(S) INSTALLED BEHIND CAB GRILLE
108	12550100	1	LOW FREQUENCY ELEC SIREN, WHELEN HOWLER W/(2) SPEAKERS
109	12710100	1	SIREN, FEDERAL Q2B, GRILLE MOUNT
110	12730305	1	FOOT SWITCH, DRIVER'S SIDE, FOR MECH SIREN
111	12730310	1	FOOT SWITCH, OFFICER'S SIDE, FOR MECH SIREN
112	12730363	1	SIREN BRAKE SWITCH FOR MECH SIREN, DRIVER'S & OFFICER'S SIDE
113	12730400	1	MASTER SHUT OFF SWITCH WITH GUARD FOR Q2B
114	32520520	1	HEADLIGHTS, LED, FIRETECH FT-4X6, DUAL STS HOUSINGS
115	48010300	1	FRONT TURN SIGNALS, WHELEN 400 SERIES LED (4)
116	32530750	1	ICC LIGHTS, LED, ROOF MOUNTED MARKERS, GROTE
117	27022120	1	HANDRAILS, CAB EXTERIOR, KNURLED STAINLESS STEEL (4) SIDE

Line	Item #	Qty	Item Description/Comments
118	27030615	1	COAT HOOKS ON UPPER GRAB HANDRAILS, DRIVER'S SIDE (2)
119	27030655	1	COAT HOOKS ON UPPER GRAB HANDRAILS, OFFICER'S SIDE (2)
120	27025000	1	HANDRAILS, CAB INTERIOR, BLACK RUBBER COATED (2) FRONT ENTRY
121	27030120	1	HANDRAILS, REAR CAB INTERIOR DOOR, BLACK RUBBERIZED (2) AND KNURLED STS AT WINDOW (2)
122	27040100	1	INTERIOR DOOR, NYLON STRAP
123	11032010	1	EXTERIOR COMPT, SIDE OF EXT CAB, 38" H, DS
124	11032450	1	COMPT DOOR LOCK - NOT PROVIDED
125	11032110	1	OPENING TO DRIVER'S SIDE CREW SEAT COMPT
126	11032060	1	EXTERIOR COMPT, SIDE OF EXT CAB, 38" H, OS
127	11032450	1	COMPT DOOR LOCK - NOT PROVIDED
128	11032120	1	OPENING TO OFFICER'S SIDE CREW SEAT COMPT
129	11032300	1	PIKE POLE STORAGE, EXTERIOR CAB COMPT
130	11032310	2	ADJUSTABLE SHELF, EXTERIOR CAB COMPT (EA) (2)
131	11035422	1	DIAMONDPLATE CAB ROOF 56" x FULL WIDTH
132	11033202	1	3/16" SMOOTH ALUM BACK WALL & SIDE WALLS, INSIDE CAB
133	31010285	1	INTERIOR, MULTISPEC BLACK SPECKLE PAINT W/GRAY-BLACK DURAWEAR
134	11032929	1	DOOR PANEL, FULL STS
135	31010291	1	CAB INTERIOR FLOOR COVERING, BLACK RUBBERIZED
136	11035375	1	DIAMONDPLATE CAB FLOOR
137	22510102	1	ENGINE ENCLOSURE, FULL LENGTH, WELDED ALUM
138	22510530	1	ENGINE ENCLOSURE COVERING, SCORPION BLACK URETHANE BLEND
139	11031550	1	CENTER CONSOLE EXTENSION
140	11031563	1	TOP OF EXTENSION, CUP HOLDERS (2) AND STORAGE SLOT
141	11031573	1	SIDES OF EXTENSION, DRIVER & OFFICER'S SIDE STORAGE SLOTS
142	22610050	1	ENGINE HOOD LIGHT, LED (1)
143	11031510	1	FLAT WORK SURFACE IN LIEU OF GLOVE BOX

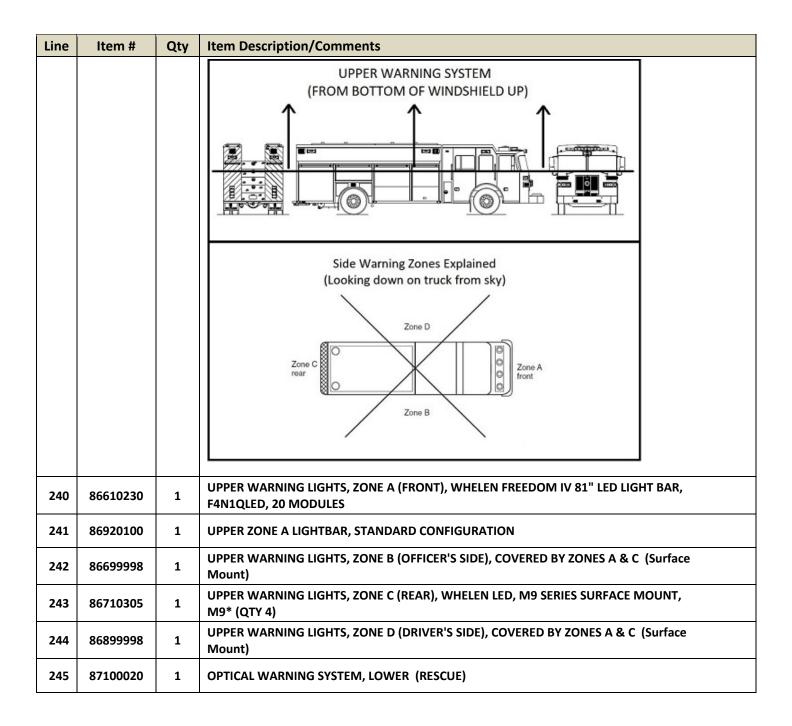
Line	Item #	Qty	Item Description/Comments
144	11031702	1	UPPER CREW DOOR AREA, GLOVE BOX HOLDERS (FLAT BACK)
145	29810100	1	CHASSIS ELECTRICAL DESCRIPTION
146	30010130	1	INSTRUMENTATION, AMETEK W/ CENTER & OVERHEAD CONSOLES
			Upper Command Console:
147	30010510	1	Lower Command Console (15L engine):
148	30031610	1	DO NOT MOVE LIGHT, WHELEN TIR3 LED
149	30031650	1	DO NOT MOVE ALARM
150	30031675	1	DO NOT MOVE DISENGAGE BUTTON
151	29930200	1	MAPBOOK SLOT ON BREAKER PANEL
152	29910100	1	PROGRAMMABLE LOAD MANAGER, CLASS-1 SUPERNODE II
153	30031100	1	HIGH IDLE SWITCH
154	11040000	1	CAB ACCESSORY FUSE PANEL
155	84541540	1	POWER & GROUND STUDS, UPPER COMMAND CONSOLE
156	84541545	1	POWER & GROUND STUDS, LOWER COMMAND CONSOLE
157	30110000	1	VEHICLE DATA RECORDER, AKRON/WELDON
158	30031810	5	12V DUAL POWER POINT (5)
159	30031840	5	12V DUAL POWER POINT, USB/USBC, KUSSMAUL (5)

Line	Item #	Qty	Item Description/Comments
160	33510035	1	INTERIOR CAB LIGHTS, WHELEN 6" ROUND RED/CLEAR LED (3)
161	34010035	1	INTERIOR CREW LIGHTS, WHELEN 6" ROUND RED/CLEAR LED (3)
162	33530652	1	INTERIOR CAB DOOR WARNING LIGHTS, WHELEN 500 TIR6 LED, 50*03Z*R (QTY 4)
163	28010750	1	DEFROSTER, HEATER & A/C, SEVERE CLIMATE (TM-31)
164	28090003	1	HEAT TO FEET
165	28090100	1	A/C TO FACE
166	28030500	1	DEFROSTER DUCTWORK, ENTIRE WINDSHIELD
167	11031686	1	TOP HEAT/AC STORAGE, TOOL TRAY, 24.5" x 18.5" W/2" LIP
168	38510104	1	DRIVER'S SEAT, BOSTROM SIERRA HIGH BACK AIR RIDE ABTS (DURAWEAR PLUS, LOW SEAM)
169	38320000	1	HELMET STORED IN COMPARTMENT
170	39010118	1	OFFICER'S SEAT, BOSTROM TANKER 450, ABTS SCBA (DURAWEAR PLUS, LOW SEAM)
171	39030020	1	OFFICER'S SEAT COMPT, FRONT DOOR
172	38320000	1	HELMET STORED IN COMPARTMENT
173	39521129	1	CREW SEAT 1, BOSTROM TANKER 450, ABTS SCBA (DURAWEAR PLUS, LOW SEAM)
174	38320000	1	HELMET STORED IN COMPARTMENT
175	39521130	1	CREW SEAT 2, BOSTROM TANKER 450, ABTS SCBA (DURAWEAR PLUS, LOW SEAM)
176	38320000	1	HELMET STORED IN COMPARTMENT
177	11031828	1	EMS CABINET, FORWARD FACING, DOUBLE ON CREW SEAT RISER (RAISED ROOF)
178	11032250	1	INTERIOR ACCESS, ROLL-UP DOOR, AMDOR
179	11032450	1	COMPT DOOR LOCK - NOT PROVIDED
180	11032312	1	ADJUSTABLE SHELVES, EMS COMPT (2)
181	39521432	1	CREW SEAT 5, BOSTROM TANKER 400CT, ABTS SCBA FLIP UP (DURAWEAR PLUS, LOW SEAM)
182	38320000	1	HELMET STORED IN COMPARTMENT
183	39521433	1	CREW SEAT 6, BOSTROM TANKER 400CT, ABTS SCBA FLIP UP (DURAWEAR PLUS, LOW SEAM)
184	38320000	1	HELMET STORED IN COMPARTMENT
185	39550200	1	SEAT COLOR, BLACK

Line	Item #	Qty	Item Description/Comments		
186	39610000	5	SCBA BRACKETS, BOSTROM, SECURE ALL (5)		
187	38410000	1	SEAT BELT WARNING SYSTEM, AKRON / WELDON		
188	39710015	1	CREW SEAT COMPT, FRONT DROP-DOWN DOORS (73" CAB)		
189	11031755	1	OVERHEAD STORAGE, FRONT OF 15" RR W/DOORS		
190	11031756	1	OVERHEAD STORAGE, REAR OF 15" RR W/DOORS		
191	84541600	1	MOUNTING OF CUSTOMERS RADIO-SINGLE HEAD		
192	84541700	2	INSTALLATION OF CUSTOMERS 2-WAY RADIO ANTENNA (2)		
193	84541500	1	WIRING OF CAB FOR FUTURE INSTALLATION OF HANDLIGHT CHARGERS OR RADIO CHARGERS		
194	30080160	1	HD STEREO, JENSEN, AM/FM/WB/CD/BT		
195	84530205	1	WIRED INTERCOM, DAVID CLARK - 6 POSITION		
196	84560515	1	CAMERA SYSTEM, VOYAGER 2 (WIRED)		
197	10310300	1	BODY		
			BODY		
198	80029895	1	BODY SUBFRAME, RESCUES		
199	80130130	1	BODY RA-22 22' ALUM, WALK AROUND, SINGLE AXLE, W/DOUBLE HATCH COMPTS		
200	80421355	1	REAR CENTER STAIRCASE W/STORAGE COMPARTMENTS		
201	80421360	1	STAIRCASE FINISH, DIAMONDPLATE		
202	80421450	1	UPPER BODY, CENTER WALKWAY		
203	80421550	1	WALKWAY FINISH, DIAMONDPLATE		
204	80421465	1	WALKWAY LIGHTS, TECNIQ E44		
205	80421560	1	UPPER HATCH COMPT FINISH, DIAMONDPLATE		
206	80245125	1	OIL DRY HOPPER (IN UPPER HATCH COMPARTMENT)		
207	80421610	1	ROPE TIE-OFFS, (3) EA SIDE - TOTAL (6)		
208	80421650	1	SCUFF PLATE FOR ROPE TIE-OFFS, BRUSHED ALUMINUM		
209	10310302	1	BODY COMPARTMENTS		
	BODY COMPARTMENTS				

Line	Item #	Qty	Item Description/Comments
			Standard Verbiage for locations of Outlets and other components in Body compartments
			INBOARD OUTBOARD
			TOP VIEW  INBOARD  OUTBOARD  Legend Inboard—Toward center of truck / frame rails Outboard—Toward compart- ment doors  Left/Right wall— Looking at compartment, wall which is to your left or right
210	81165705	1	UNISTRUT TRACK IN COMPTS
211	80220140	1	COMPT DOORS, AMDOR ROLL-UP, PAINTED
212	80230600	1	DOOR SILL PROTECTION, BODY COMPTS, PROTEC, CLEAR FILM
213	80230008	8	PULL CORDS FOR ROLL-UP DOORS (8)
214	80230002	8	ROLL-UP DOOR DRIP PAN/GUARD (NO DRAIN) (8)
215	80230355	1	COMPT INTERIOR FINISH, SMOOTH
216	84531110	1	COMPT LIGHTING, AMDOR LED LIGHT STRIPS, 2 PER COMPT
217	10310305	1	BODY EXTERIOR
			BODY EXTERIOR
218	81910100	1	HANDRAILS, KNURLED STS
219	82510000	1	RUB RAILS, ANODIZED ALUM
220	83010050	1	ALUMINUM TREADPLATE (ALUM PPR, PRG1, C-SER, TANKER)
221	80231200	1	4 SCBA CYLINDER COMPTS (2 LEFT, 2 RIGHT)
222	80290310	4	DOOR FINISH, BRUSHED STAINLESS, SINGLE/DOUBLE SCBA COMPT (4)
223	83030705	1	REAR FENDERS, ALUMINUM TREADPLATE
224	89011500	1	ALCO-LITE PEL-24 24'2 SEC & PRL-14 14' ROOF & 10' FOLDING

Line	Item #	Qty	Item Description/Comments
225	89510510	1	LADDERS SLOTTED IN UPPER HATCH COMPARTMENT
226	89520220	1	LADDER ENCLOSURE, SMOOTH ALUM DOOR
227	10310310	1	ELECTRICAL
			ELECTRICAL
228	80232140	1	2" RECEIVER, SIDES - 8,000 # RATING (PA)
229	80232145	1	2" RECEIVER, REAR - 8,000 # RATING (PA)
230	80232175	3	WIRING FOR WINCH RECEIVER (3)
231	84550110	1	LICENSE PLATE BRACKET W/ LIGHT, LED
232	84511100	1	BODY ELECTRICAL DESCRIPTION
233	84520000	1	BACK UP ALARM, ECCO SA917
234	85028888	1	SPECIAL Tail Lights TAILLIGHTS, WHELEN M9 SERIES, LED STOP/TAIL/TURN/REVERSE, INDIVIDUALLY MOUNTED (PAIR)
235	85110100	1	ICC LIGHTS, LED
236	85510300	1	STEP LIGHTS, LED
237	85710050	1	UNDERCARRIAGE GROUND LIGHTS, AMDOR LUMABAR H20 LED
238	85730050	8	ADDITIONAL GROUND LIGHT, AMDOR LUMABAR H20 LED (8)
239	86600020	1	OPTICAL WARNING SYSTEM, UPPER (RESCUE)



Line	Item #	Qty	Item Description/Comments
			LOWER WARNING SYSTEM (FROM BOTTOM OF WINDSHIELD DOWN)
			Side Warning Zones Explained (Looking down on truck from sky)  Zone D  Zone A front
246	87110210	1	LOWER WARNING LIGHTS, ZONE A (FRONT), WHELEN M6 LED, M6* (QTY 4)
247	87811130	1	LOWER, ZONE A - MOUNTING LOCATION (DUAL HOUSINGS)
248	87210200	1	LOWER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), WHELEN M6 LED, M6* (QTY 2), ION T-SERIES LED, TLI* (QTY 1)
249	87812110	1	LOWER, ZONE B - MOUNTING LOCATION (PUMPERS, TANKERS, RESCUES)
250	87310200	1	LOWER WARNING LIGHTS, ZONE C (REAR), WHELEN M6 LED, M6* (QTY 2)
251	87410200	1	LOWER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), WHELEN M6 LED, M6* (QTY 2), ION T-SERIES TLI* (QTY 1)
252	87814110	1	LOWER, ZONE D - MOUNTING LOCATION (PUMPERS, TANKERS, RESCUES)
253	87590888	1	~UPGRADE WARNING LIGHTS
254	87037238	1	ADDITIONAL LIGHTBARS, WHELEN MINI FREEDOM IV 21" LED LIGHT BARS, F4NMINI (PAIR)
255	87537734	3	ADDITIONAL WARNING LIGHTS, WHELEN M6 LED, M6* (PAIR) (3)
256	87537738	3	ADDITIONAL WARNING LIGHTS, WHELEN ION T-SERIES LED, TLI*(PAIR) (3)
257	87537744	1	ADDITIONAL WARNING LIGHTS, WHELEN M9 SERIES LED, M9* (PAIR) (1)
258	87040008	1	TRAFFIC ADVISOR, WHELEN LED, TAL85 22" 2-PIECE
259	88391200	1	SCENE LIGHT, WHELEN PIONEER PFH2, 12V LED, BROW (1)

Line	Item #	Qty	Item Description/Comments		
260	86537816	8	SCENE LIGHTS, WHELEN M9 LED, SURFACE MOUNT (PAIR) (8)		
261	88399940	4	ADDITIONAL SWITCH, 3-WAY FOR 12V LIGHTS (EA) (4)		
262	10310320	1	GENERATOR & ACCESSORIES		
	GENERATOR & ACCESSORIES				
			Standard Verbiage for locations of Outlets and other components in Body compartments		
			INBOARD OUTBOARD  TOP VIEW  Legend Inboard— Toward center of truck / frame rails Outboard— Toward compartment doors Left/Right wall— Looking at		
			SIDE VIEW		
263	88230610	1	GENERATOR, HARRISON, 10KW HYD		
264	88250405	1	CIRCUIT BREAKER PANEL WITH 8 SPACES FOR BREAKERS		
265	88251100	1	BREAKER PANEL, STD LOCATION (L1)		
266	88232025	1	AUTOMATIC TRANSFER SWITCH, PROGRESSIVE DYNAMICS, PD5100		
267	88431105	2	HANNAY ECR-1614-17-18 REEL W/100' 10/3 (2)		
268	88433000	1	MOUNTING OF ELEC CORD REEL IN UPPER HATCH COMPT		
269	88433000	1	MOUNTING OF ELEC CORD REEL IN UPPER HATCH COMPT		
270	88488888	1	SPECIAL ITEM, REELS TO HAVE 200' OF 10/3		
271	88328888	1	SPECIAL Light Tower CL802A-W4 8-HEAD LED LIGHT TOWER (GENERATOR POWER)		
272	88381575	1	LIGHT TOWER STROBE FEATURE		
273	10310410	1	PAINT & FINISH		
PAINT & FINISH					
274	89910000	1	CORROSION REDUCTION PROGRAM (SPECS)		

Line	Item #	Qty	Item Description/Comments
275	90010020	1	PAINT SCHEME
276	90030010	1	TWO TONE CAB & BODY
277	90029910	1	PAINT BREAK #1 - BOTTOM OF WINDSHIELD
278	90030154	1	PAINT FRAME RAILS & BODY REAR DROP - BLACK
279	90030015	1	A/C CONDENSER PAINTED ROOF COLOR
280	90510100	1	LETTERING, NOT PROVIDED
281	90588888	1	SPECIAL ITEM, DALTON - GA FLEET GRAPHICS PACKAGE
282	90600220	1	REFLECTIVE MATL, INTERIOR CAB DOORS, CHEVRONS, REFLEXITE
283	90630610	1	1/2" 22KT GOLD STRIPE W/PRINTED EDGES AT CAB PAINT BREAK
284	90610200	1	6" SCOTCHLITE STRIPE AROUND TRUCK
285	90630100	2	1" SCOTCHLITE STRIPE ABOVE OR BELOW - EACH (2)
286	90680120	1	CHEVRON STRIPING, REAR BODY OUTBOARD, REFLEXITE
287	90684120	1	CHEVRON STRIPING, LADDER ENCLOSURE DOOR, REFLEXITE
288	10310420	1	EQUIPMENT
EQUIPMENT			
289	91010000	1	MISC EQUIP - (1) PINT TOUCH-UP PAINT, STAINLESS STEEL NUTS & BOLTS
290	91030700	1	ZIAMATIC SAC-44 FOLDING WHEEL CHOCKS (PAIR) MTD W/ SQCH-44H HOLDERS
291	10310600	1	COMPLETION & WARRANTY
COMPLETION & WARRANTY			
292	99010100	1	MANUALS, ELECTRONIC VERSION (2-USB)

Line	Item #	Qty	Item Description/Comments
293	99031195	1	DEALER DELIVERY
294	99520110	1	WARRANTY, ONE YEAR
295	99521100	1	WARRANTY, FRAME, LIFETIME
296	99521200	1	WARRANTY, CAB STRUCTURAL, 10 YR.
297	99521300	1	WARRANTY, BODY STRUCTURAL, 10 YR.
298	99521400	1	WARRANTY, PAINT, 10 YR.
299	99521900	1	WARRANTIES, MAJOR VENDOR COMPONENTS
300	10310500	1	DEALER SUPPLIED
DEALER SUPPLIED			
301	PDB001096	1	DEALER SUPPLIED - SHELVING & TRAY ALLOWANCE
302	Other	1	DEALER SUPPLIED - OTHER - Mount Knox Box

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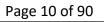
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# **INTENT OF SPECIFICATIONS**

It is the intent of these specifications to cover the furnishing and delivery to the City of Dalton a complete apparatus equipped as hereinafter specified. With a view of obtaining the best results and the most acceptable apparatus for service in the fire department, these specifications cover only the general requirements as to the type of construction and tests to which the apparatus must conform, together with certain details as to finish, equipment and appliances with which the successful bidder must conform. Minor details of construction and materials where not otherwise specified are left to the discretion of the contractor, who shall be solely responsible for the design and construction of all features. The apparatus shall conform to the requirements of the current (at the time of bid) National Fire Protection Association Pamphlet #1901 for Motor Fire Apparatus unless otherwise specified in these specifications.

Bids shall only be considered from companies which have an established reputation in the field of fire apparatus construction and have been in business for a minimum of ten (50) years.

Each bid shall be accompanied by a set of "Contractor's Specifications" consisting of a detailed description of the apparatus and equipment proposed and to which the apparatus furnished under contract must conform. Computer run-off sheets are not acceptable as descriptive literature.

The specifications shall indicate size, type, model and make of all component parts and equipment.

## STATEMENT OF EXCEPTIONS TO NFPA 1901

If, at the time of delivery, the apparatus manufacturer is not in compliance, a statement of exceptions must be provided as follows:

- The specific standard affected.
- A statement describing why the manufacturer is not in compliance.
- A description of the remedy, and who the responsible party is.

The document must be signed by an officer of the company, and an authorized agent of the purchaser. NO EXCEPTIONS

## **QUALITY AND WORKMANSHIP**

The design of the apparatus must embody the latest approved automotive engineering practices.

The workmanship must be the highest quality in its respective field. Special consideration shall be given to the following points: Accessibility to various areas requiring periodic maintenance, ease of operation (including both pumping and driving) and symmetrical proportions.

Construction must be rugged and ample safety factors must be provided to carry loads as specified and to meet both on and off road requirements and speed as set forth under "Performance Test and Requirements."

## PERFORMANCE TESTS AND REQUIREMENTS

A road test shall be documented with the apparatus fully loaded and a continuous run of ten (10) miles or more shall be made under all driving conditions, during which time the apparatus shall show no loss of power or overheating. The transmission drive shaft or shafts, and rear axles shall run quietly and free from abnormal vibration or noise throughout the operating range of the apparatus. The apparatus, when loaded, shall be approximately 66% on the rear axle. The successful bidder shall furnish a weight certification showing weight on the front and rear axle, and the total weight of the completed apparatus at the time of delivery.

- a. The apparatus must be capable of accelerating to 30 MPH from a standing start within 25 seconds on a level concrete highway without exceeding the maximum governed engine RPM.
- b. The service brakes shall be capable of stopping the fully loaded vehicle within 35 feet from a speed of 25 MPH on a level concrete highway.
- c. The apparatus, fully loaded, shall be capable of obtaining a speed of 50 MPH on a level highway with the engine not exceeding 95% of its governed RPM (full load).
- d. The apparatus shall be tested and approved by a qualified testing agency in accordance with their standard practices for pumping engines.
- e. The contractor shall furnish copies of the Pump Manufacturer's Certification of Hydrostatic Test (if applicable), the Engine Manufacturer's current Certified Brake Horsepower Curve and the Manufacturer's Record of Construction Details.

# **FAILURE TO MEET TESTS**

In the event the apparatus fails to meet the test requirements of these specifications on the first trial, a second trial may be made at the option of the bidder within thirty (30) days of the date of the first trials. Such trials shall be final and conclusive and failure to comply with these requirements shall be cause for rejection. Permission to keep and/or store the apparatus in any building owned or occupied by the purchaser shall not constitute acceptance of same.

## **EXCEPTIONS TO SPECIFICATIONS**

The following specifications shall be strictly adhered to. Exceptions shall be considered if they are deemed equal to or superior to the specifications, provided they are fully explained on a separate page entitled "EXCEPTIONS TO SPECIFICATIONS." Exceptions shall be listed by page and paragraph.

Failure to denote exceptions in the above manner shall result in immediate rejection of the proposal. In addition a general statement taking "TOTAL EXCEPTION" to the specifications shall result in immediate rejection of bid.

#### **GENERAL CONSTRUCTION**

The apparatus shall be designed and the equipment mounted with due consideration to distribution of load between the front and rear axles so that all specified equipment, including filled water tank, a full complement of personnel and fire hose shall be carried without injury to the apparatus. Weight balance and distribution shall be in accordance with the recommendations of the International Association of Fire Chiefs and National Fire Association (or American Insurance Association). Certified Laboratories certificate shall be submitted by the manufacturer. Weight of apparatus shall meet all federal axle load laws.

## **DELIVERY REQUIREMENTS**

The apparatus shall be completely equipped as per these specifications upon arrival and on completion of the required tests shall be ready for immediate service in the fire department of the purchaser. Any and all alterations required at the scene of delivery to comply with these specifications must be done at the contractor's expense.

#### **PURCHASER RIGHTS**

The Purchaser reserves the right to accept or reject any bid. The purchaser also reserves the right to award in their best interest and reserves the right to waive any formalities.

#### **U.S.A. MANUFACTURER**

The entire apparatus shall be assembled within the borders of the Continental United States to insure more readily available parts (without added costs and delays caused by tariffs and customs) and service, as well as protecting the purchaser should legal action ever be required.

# **MANUFACTURER'S EXPERIENCE**

Each manufacturer shall have been in business making similar apparatus for a minimum of seventy-five (75) years and must have had single ownership for more than fifty (50) years.

#### **ELIMINATION OF DIVIDED RESPONSIBILITY**

It is required that each bidder produce both the chassis and complete apparatus. To eliminate divided responsibility and service, the chassis and body must be manufactured by the same Company. Manufacturer shall state the number of years the Company has been producing their own chassis and body. Manufacturer shall state compliance with the paragraph. NO EXCEPTIONS.

# **FAMA COMPLIANCE**

Manufacturer must be a current member of the Fire Apparatus Manufacturer's Association.

## **WIRING SCHEMATIC**

Wiring diagrams of the apparatus shall be provided on a USB flash drive at the time of delivery.

#### PRE-CONSTRUCTION CONFERENCE

After award of the contract, and prior to construction of the apparatus, a pre-construction conference shall be held at the facility of the manufacturer. A provision shall be provided in the bid price for all travel, food and lodging.

#### **INSPECTION TRIPS**

An inspection trip shall be provided at the manufacturer's facility, prior to delivery of the completed apparatus. A provision shall be provided in the bid price for all travel, food and lodging. Bidder shall specify the number of personnel included.

## PERFORMANCE BOND

Within twenty (20) days of notification to the successful bidder by the purchaser, prior to any work commencing on the proposed apparatus, the successful bidder shall, at their own expense, obtain and submit to the purchasing entity a performance bond in the amount of 100% equal to the total contract price.

Additionally, each bidder must disclose the price/amount it pays for bonding, per \$1,000. This is to demonstrate the economic stability and credit worthiness of the bidder. NO EXCEPTIONS.

#### **SEVERE DUTY CUSTOM CHASSIS**

A Severe Duty Cab and Chassis system shall be provided. The chassis shall be manufactured in the factory of the bidder. The chassis shall be designed and manufactured for heavy duty service with adequate strength and capacity of all components for the intended load to be sustained and the type of service required. The cab and chassis system, shall be considered the bidders "Top of the Line".

There shall be no divided responsibility in the production of the apparatus.

# **WHEELBASE**

The approximate wheelbase shall be 244".

# **DOUBLE FRAME RAILS/SINGLE AXLE**

The chassis frame shall be of a ladder type design utilizing industry accepted engineering best practices. The frame shall be specifically designed for fire apparatus use.

Each frame rail shall be constructed of two .375" thick-formed channels. The outer channel shall be 10.188"  $\times$  3.50"  $\times$  3.75" and the inner channel (liner) shall be 9.31"  $\times$  3.13"  $\times$  .375".

Over the entire length of the frame rail, the section modulus shall be 31.8 in.<sup>3</sup>. The resistance to bending moment (RBM) shall be 3,498,000 in./lbs.

Each rail is media blasted to remove scale, oil, and contaminants. This blasting also ensures paint adhesion. Each rail will be primed with Cathacoat 302HB, a high performance, two component, reinforced inorganic zinc-rich primer with proven cathodic protection of steel structures, prior to assembly.

The cross-members shall be constructed of minimum .375" formed channels and have formed gusseted ends at the frame rail attachment. Single axle rear suspensions will utilize 3 piece bolt assembled cross-members at each suspension hanger

.625 inch, grade 8 flange, Huck bolt fasteners shall be used on all permanently attached brackets to the frame to eliminate the need for bolt re-tightening. Additional hardware will be Grade 8 Zinc coated flange head locking fasteners.

A lifetime warranty shall be provided, per manufacturer's written statement.

## **FRONT BUMPER CLIP**

The front clip of the subframe shall be designed with a built-in skid plate to protect the engine and chassis components. The front clip shall be painted the same color as the frame.

## FRONT TOW EYES, BELOW BUMPER

There shall be two front tow eyes with 3" diameter holes attached directly to the chassis frame, accessible below the front bumper.

## FRONT TOW EYES, TOP OF BUMPER

There shall be two front tow eyes with 3" diameter holes attached directly to the chassis frame, accessible above the front bumper. The tow eyes shall be painted to match the color of the chassis frame.

#### **REAR TOW EYES**

There shall be two tow eyes attached directly to the chassis subframe and shall be chromate acid etched for superior corrosion resistance and painted to match the chassis.

#### **STEERING**

The steering system shall be a TRW wheel to wheel steering system that is tested and certified by TRW, consisting of a heavy duty TRW/Ross Model TAS-85 power steering gear, TRW PS36 steering pump, miter box, drag links, and a thermostatic controlled fan cooled system (set point 185 deg. F to 170 deg. F). The steering gear shall be bolted to the frame at the cross-member for steering linkage rigidity. Four (4) turns from lock to lock with an 18" diameter slip resistant rubber covered steering wheel. Steering column shall have six-position tilt and 2" telescopic adjustment. The cramp angle shall be 45 degrees with 315mm tires or 43 degrees with 425mm tires providing very tight turning ability.

#### **DRIVE LINE**

A SPICER LIFE (SPL) Series Model 250 driveline shall be provided with a Meritor universal joint assembly. This configuration provides longer bearing life with the highest power density available. A high-capacity bearing package with larger needle rollers are sealed with a long life double-lip Viton seal and seal guard to keep

grease in and allow a better purge capability. The high power density allows transmission of higher torque with a smaller swing diameter, assisting in tight packaging requirements (184mm swing diameter / 130mm tube diameter / 5mm wall). The 110 mm of slip is boot protected. On-highway lubrication intervals, initial at 350,000 miles or 3 years (whichever comes first) and re-lube at 100,000 miles thereafter.

#### **ENGINE**

The apparatus shall be powered by a Cummins Diesel X 15 605 HP @ 1800 R.P.M., 1850 ft. lb. torque @ 1000 R.P.M.

Displacement: 14.9 liter displacement.

Cylinders: 6

Bore: 5.39" (137mm) Stroke: 6.65" (169mm)

## **AIR COMPRESSOR**

The air compressor shall be an 18.7 CFM engine driven Wabco.

#### **STARTER**

A 12-volt starter shall be provided, controlled by a switch on the left lower cab dash.

#### **EXHAUST SYSTEM**

The engine exhaust system shall be horizontal design constructed from heavy-duty truck components.

The engine exhaust system shall include the following components:

# **STAINLESS STEEL TUBING**

Stainless Steel Flexible Bellows mounted at the turbo outlet. Stainless steel piping to the Aftertreatment Unit. Stainless steel piping from the Aftertreatment Unit to the stainless steel heat diffuser outlet.

#### **AFTERTREATMENT UNIT**

The single canister Aftertreatment Unit is a self-contained exhaust treatment system which includes:

DPF (diesel particulate filter)
DEF Injector/Reactor
SCR (selective catalytic reducer)

The DEF injector/reactor utilizes the DEF fluid, which consists of urea and purified water, to convert NOx into nitrogen and water. This will meet or exceed 2027 EPA emissions requirements. A heated aftertreatment system shall be provided that is powered from a belt-driven 48V alternator on the engine.

The Stainless Steel Flexible Bellows shall be used to isolate the exhaust system from engine vibrations. The single canister Aftertreatment Unit shall be mounted under the right side frame rail, meeting the specific engine manufacturer's specifications and current emission level requirements. The heat diffuser outlet shall be directed to the forward side of the rear wheels, exiting the right side with a heavy duty heat diffuser. The heat diffuser shall prevent the exhaust temperature from exceeding 851 deg. F during a regeneration cycle.

#### **INSULATED JACKETS**

Heat-absorbing, removable, insulated jackets shall be provided on the exhaust system from the turbo outlet in the engine compartment to the Aftertreatment Unit. The jackets will cover all piping, including the bellows, between the engine and the Aftertreatment Unit per engine manufacturers requirements insuring that the exhaust stream temperature remains elevated to ensure functionality with the Aftertreatment Unit. Additionally, the insulated jackets will protect the engine componentry from excessive heat generated by the exhaust.

## ON-BOARD DIAGNOSTIC (OBD) SYSTEM

The engine shall be equipped with an on-board diagnostic (OBD) system which shall monitor emissions-related engine systems and components and alert the operator of any malfunctions. The OBD system is designed to further enhance the engine and operating system by providing early detection of emission-related faults. The engine control unit (ECU) will manage smart sensors located throughout the engine and after-treatment system. The system shall monitor component verification and sensor operation. There shall be warning lights located in the dash instrument panel to alert the operator of a malfunction. A data port shall be provided under the driver's side dash for the purpose of code reading and troubleshooting. All communication shall be provided through the J1939 data link.

## **ENGINE WARRANTY**

The engine shall have a five (5) year or 100,000 mile warranty and approval by Cummins Diesel for Full Engine Coverage Plan (RVF) – which is their most complete engine coverage plan, which includes EGR

components installation in the chassis. There shall be no deductible for the first two years. A one hundred dollar deductible shall apply for service beginning the third year.

#### AFTERTREATMENT WARRANTY

The engine shall have a five (5) year or 100,000 mile aftertreatment coverage warranty, which covers failures of the Aftertreatment Assembly which result, under normal use and service, from a defect in Cummins material or factory workmanship.

## **AIR CLEANER/INTAKE**

The engine air intake and filter shall be designed in accordance with the engine manufacturer's recommendations. It shall be 99.9% effective in removing airborne contaminants when tested per the industry standard SAE J726 procedure and offer a dirt holding capacity of at least 3.0 gm/cfm of fine dust (tested per SAE J726) offering superior engine protection.

The air filter shall be located at the front of the apparatus and shall be at least 66" above the ground, to allow fording deep water in an emergency situation.

An ember separator shall be provided in the engine air intake meeting, the requirements of NFPA 1901.

An Air Restriction warning light shall be provided and located on the cab dash.

# PRIMARY FUEL FILTER/WATER SEPARATOR

A Cummins approved Fleetguard Fuel Pro FH230 fuel filter/water separator shall be remote mounted to the chassis frame rail.

# **12VDC HEATER**

A 12V DC heater shall be provided for the Fleetguard Fuel Pro FH230 fuel filter/water separator.

# **SECONDARY FUEL FILTER**

A Cummins approved Fleetguard FF825NN fuel filter will be mounted on the driver's side of the engine.

## **TRANSMISSION**

The chassis shall be equipped with a Generation 6 Allison EVS4500R six (6) speed automatic transmission. It shall be programmed five (5) speed, sixth gear locked out, for fire apparatus vocation, in concert with the specified engine.

The transmission is communicated on the J-1939 through the communication port. The fifth gear shall be an overdrive ratio, permitting the vehicle to reach its top speed at the engine's governed speed. The dipstick is dipped in a rubber coating for ease in checking oil level when hot.

The chassis to transmission wiring harness shall utilize Metri-Pack 280 connectors with triple lip silicone seals and clip-type positive seal connections to protect electrical connections from contamination without the use of coatings.

Ratings: Max Input (HP) 600 Max Input (Torque) 1850 (lb ft) Max Turbine (Torque) 2600 (lb ft)

Mechanical Ratios: 1<sup>st</sup> – 4.70:1

 $2^{nd} - 2.21:1$ 

3<sup>rd</sup> - 1.53:1

4<sup>th</sup> - 1.00:1

5<sup>th</sup> - 0.76:1

Reverse - -5.55:1

#### TRANSMISSION RETARDER

The transmission shall be equipped with a retarder. Depressing the service brake foot valve when the enable switch is in the "On" position shall activate the retarder. A backlit "Retarder Enabled" rocker switch, a "Retarder Overheat" warning light shall be included and mounted on the instrument panel. Retarder activation is 1/3 at throttle idle position, 2/3 at 5 - 8 psi brake application pressure, and 100% at 10 - 12 psi brake application pressure. A secondary external oil cooler, of 5,000 BTU heat rejection, frame mounted, shall be provided.

## **TRANSMISSION FLUID**

The transmission shall come filled with an Allison approved Synthetic Transmission Fluid that meets the Allison TES-295 specification.

# **ENGINE BRAKE**

The engine shall be equipped with a Jacobs compression engine brake. An "On/Off" switch and a control for "Low/High" shall be provided on the instrument panel within easy reach of the driver.

The engine brake shall interface with the Wabco ABS brake controller to prevent engine brake operations during adverse braking conditions.

A pump shift interlock circuit shall be provided to prevent the engine brake from activating during pumping operations.

The brake light shall activate when the engine brake is engaged.

#### TRANSMISSION COOLER

The apparatus transmission shall be equipped with a Liquid-To-Liquid remote mounted cooler with aluminum internal components. The cooler shall be encased in an aluminum housing and mounted to the outside of the officer's side frame rail for accessibility and ease of service.

#### TRANSMISSION SHIFTER

An Allison "Touch Pad" shift selector shall be mounted to the right of the driver on the engine cover accessible to the driver. The shift position indicator shall be indirectly lit for nighttime operation.

#### **POWER TAKE OFF**

A hot shift PTO drive shall be provided. This shall low the PTO for the Hydraulic Generator to be engaged while the vehicle is mobile.

# **PTO SWITCH**

An on/off switch in the cab shall be provided, wired to the PTO, to activate the generator.

## **COOLING SYSTEM**

The cooling system shall be designed to keep the engine properly cooled under all conditions of road and pumping operations. The cooling system shall be designed and tested to meet or exceed the engine and transmission manufacturer's requirements, and EPA regulations.

The complete cooling system shall be mounted in a manner to isolate the system from vibration and stress. The individual cores shall be mounted in a manner to allow expansion and contraction at various rates without inducing stress to the adjoining core(s).

The cooling system shall be comprised of a charge air cooler to radiator serial flow package that provides the maximum cooling capacity for the specified engine as well as serviceability. The main components shall include a surge tank, a charge air cooler, bolted to the top of the radiator to maximize cooling, recirculation shields, a shroud, a fan, and required tubing. All components shall consist of an individually sealed system.

Integration of the Horton Revolution Fan, variable speed fan hub, Deep Core (200mm thick) radiator and charge air cooler, and a two-piece flexible membrane shroud has enabled City of Dalton to meet the rigors of engine cooling while maintaining our current Fleet. This configuration is strongly perferred.

#### **RADIATOR**

The radiator shall be a cross-flow design constructed completely of aluminum with welded side tanks. The radiator shall be bolted to the bottom of the charge air cooler to allow a single depth core (200mm), thus allowing a more efficient and serviceable cooling system.

The radiator shall be equipped with a drain cock to drain the coolant for serviceability. The drain cock shall be located at the lowest point of the aluminum cooling system to maximize draining of the system.

## **CHARGE AIR COOLER**

The charge air cooler shall be of a cross-flow design and constructed completely of aluminum with extruded tanks. The charge air cooler shall be bolted to the top of the radiator to allow a single depth core (200mm).

#### COOLANT

The cooling system shall be filled with a premixed extended life 50/50 antifreeze. The coolant makeup shall contain ethylene glycol and de-ionized water to prevent the coolant from freezing to a temperature of -34 degrees F.

#### **HOSES & CLAMPS**

Silicone hoses shall be provided for all engine coolant lines.

All radiator hose clamps shall be spring loaded stainless steel constant torque hose clamps for all main hose connections to prevent leaks. Recirculation shields shall be installed where required to prevent heated air from reentering the cooling package and affecting performance.

#### FAN

The engine cooling system shall incorporate a heavy-duty Aluminum high efficiency hybrid flow centrifugal design fan, providing 20% greater air flow than axial type fans. Better under hood ventilation is achieved by the fan's configuration. Used in conjunction with an electronic/hydraulic variable speed hub, the system

provides almost no operating noise. A floating two piece shroud with flexible membrane and recirculation shield system shall be used to ensure air that has passed through the radiator is not drawn through again. The fan tip to radiator core clearance shall be kept at a minimal distance to increase the efficiency of the fan and reduce fan blast noise.

## **FAN CLUTCH**

A fan clutch shall be provided that shall allow the cooling fan to operate only when needed. The fan shall remain continuously activated when the truck is placed in pump gear.

# **SURGE TANK**

The cooling system shall be equipped with an aluminum surge tank mounted to the officer's side of the cooling system core. The surge tank shall house a low coolant probe and sight glass to monitor the coolant level. Low coolant shall be alarmed with the check engine light. The surge tank shall be equipped with a dual seal cap that meets the engine manufacturer's pressure requirements, and system design requirements.

The tank shall allow for expansion and to remove entrained air from the system. There shall also be an extended fill neck to prevent system overfill and encroachment of expansion air space. Baffling shall be installed in the tank to prevent agitated coolant from being drawn into the engine cooling system.

#### **ANTIFREEZE**

The radiator shall be filled with Long Life antifreeze.

## **ADDITIONAL SURGE TANK**

There shall be an additional purge tank provided. The tank shall be aluminum. The tank shall be mounted outboard of the frame rail and easily accessible. This tank shall serve the purpose of an over flow tank in over filling situations.

## **FUEL TANK**

The chassis shall be equipped with a 100-gallon stainless steel rectangular fuel tank. The fuel tank shall be certified to meet FMVSS 393.67 tests. It shall also maintain engine manufacturer's recommended expansion room of 5%.

The tank shall be removable by means of six (6) bolted connections and dropped. One (1) tank baffle shall be used.

Dual pick-up and return ports with a single 3/4" tank drawtube shall be provided for diesel generators if required.

The fuel lines shall be nylon braid reinforced fuel hose with brass fittings. The lines shall be carefully routed along the inside of the frame rails. All fuel lines are covered in high temperature rated split plastic loom. Single suction and return fuel lines shall be provided.

The fuel tank shall be mounted in a saddle with a barrier between the tank and the saddle. The bottom of the fuel tank shall contain a 1/2" drain plug.

## **FUEL FILL**

The fuel tank shall be equipped with a 2-1/4" filler neck assembly with a 3/4" vent located on the driver's side of the truck. A fuel fill cap attached with a lanyard shall be provided.

# **FUEL COOLER**

Installed on the apparatus fuel system shall be an Air-To-Liquid aluminum fuel cooler. The fuel cooler shall be located in the lowest module of the cooling system.

## **DIESEL EXHAUST FLUID TANK**

The exhaust system shall include a molded cross linked polyethylene tank. The tank shall have a capacity of 5 usable gallons and shall be mounted on the left side of the chassis frame.

The DEF tank fill neck shall accept only a 19mm dispensing nozzle versus the standard 22mm diesel fuel dispensing nozzle to prevent cross contamination. The DEF tank cap shall be blue in color to further prevent cross contamination.

A placard shall accompany fill location noting DEF specifications.

#### **ALTERNATOR**

A 415 ampere Niehoff alternator shall be provided. The alternator shall be serpentine belt driven. The alternator shall generate 220 amperes at idle.

## **LOW VOLTAGE ALARM**

A Floyd Bell TXB-V86-515-QF low voltage alarm, audible and visual, shall be provided.

#### **BATTERIES**

The battery system shall be a single system consisting of four (4) negative ground, 12 volt Interstate Group 31 MHD batteries, cranking performance of 950 CCA each with total of 3800 amps, 185 minute reserve capacity with 25 ampere draw at 80 degrees Fahrenheit. Each battery shall have 114 plates. The batteries shall include a one-year warranty which shall be accepted nationwide.

The batteries shall be installed in a vented 304 stainless steel battery box with a removable aluminum cover to protect the batteries from road dirt and moisture. The battery cover shall be secured with four "T" handle rubber hold downs to provide easy access for maintenance and inspection. Stainless steel hardware will be used for installation. The batteries are to be placed on dri-deck and secured with a fiberglass hold down. The batteries shall be wired directly to starter motor and alternator.

The battery cables shall be 3/0 gauge. Battery cable terminals shall be soldering dipped, color-coded and labeled on heat shrink tubing with a color-coded rubber boot protecting the terminals from corrosion.

There shall be a 350-ampere fuse protecting the pump primer and a 250-ampere fuse protecting the electric cab tilt pump and other options as required.

#### **BATTERY JUMPER TERMINAL**

There shall be one set (two studs) of battery jumper terminals located by the battery box under the cab. The terminals shall have plastic color-coded covers. Each terminal shall be tagged to indicate positive/negative.

#### **BATTERY CHARGER**

A Kussmaul Auto Charge Chief 4012 with remote panel model #091-266-12-60-RCP 60 amp battery charger shall be provided and installed in the cab. The unit shall include a built in touch screen, IP32 rated, and configurable for 3-step or float charging. The charger shall be wired to the 120V shoreline inlet.

# **120V SHORELINE INLET & AUTO EJECT**

The apparatus shall be equipped with a 120V shoreline inlet to provide power to the battery charger from an external source. The inlet shall include a Kussmaul 091-55-120 90 Super 20 Auto Eject featuring a 12 volt

solenoid which shall eject the shoreline cord away from vehicle path upon sensing engine start. After ejection, a 180 degree weatherproof cover shall snap into position over inlet.

A 20 amp connector shall be provided and shipped loose for connecting the external shoreline cord to the inlet.

# 120-VOLT OUTLET WIRED TO SHORELINE INLET

Six (6) 120-volt outlets shall be provided and wired to the shoreline inlet. The location of the outlets shall be determined during the pre-construction conference.

## **FRONT AXLE**

A Hendrickson STEERTEK NXT non-driving, front steer axle with a capacity of 20,000 pound shall be provided. The axle shall have a 3.74" drop and will have a fabricated boxed shaped cross section, a one piece knuckle, and serviceable king pin. Adjustable Ackerman settings shall be available, and determine based on wheelbase. The axle shall have 10 bolt hub piloted, and furnished with oil seals.

# **SUSPENSION (FRONT)**

The front suspension shall be a parabolic taper-leaf spring design, 56" long and 4" wide. Long life, maintenance free, threaded pin bushings in spring shackles shall be utilized. All spring and suspension mounting shall be attached directly to frame with high strength Huck bolts and self-locking round collars. Progressive rate bump stop and custom tuned passive hydraulic damper shall be supplied. NO EXCEPTIONS.

#### **STEER ASSIST**

The steer assist provides driver assistance when turning the vehicle left or right while traveling.

## FRONT TIRES

Front tires shall be Goodyear 385/65R22.5, load range J, Armor Max Pro highway tread, single tubeless type with a GAWR of 20,000 pounds. Wheels shall be disc type, hub piloted, 22.5 x 12.25 10 stud 11.25 bolt circle.

#### **REAR AXLE**

The rear axle shall be a Meritor™ RS-26-185 Single reduction drive axle with a capacity of 27,000 lbs. The axles shall be hub piloted, 10 studs, furnished with oil seals.

## **TOP SPEED**

The top speed shall be approximately 68 MPH.

# **SUSPENSION (REAR)**

#### **27,000 LB AIR RIDE**

A Hendrickson FIREMAAX model FMX272 air ride rear suspension shall be provided. The suspension shall be a dual air spring design equipped with dual height control valves to maintain proper ride height. To reduce axle stress and maintain axle position and pinion angle the suspension design shall incorporate three torque rods. The ground rating of the suspension shall be 27,000 pounds.

## **REAR TIRES**

Rear tires shall be Goodyear 12R22.5, load range H, Endurance RSA highway tread, dual tubeless type with a GAWR up to 27,000 pounds. Wheels shall be disc type, hub piloted, 22.5 x 8.25 10 stud with 11.25" bolt circle.

#### TIRE PRESSURE MONITOR

A Real Wheels LED tire pressure sensor shall be provided for each wheel. The pressure sensor shall indicate if a particular tire is not properly inflated. A total of six (6) indicators shall be provided.

# **WHEELS**

The front and rear wheels shall be ALCOA® brand aluminum. DURA-BRIGHT® finish shall be provided on front and outside-rear wheels.

The same finish shall be provided on the inside-rear wheels.

# **HUB COVERS**

Polished stainless steel hub covers shall be provided for the front and rear axle.

# **LUG NUT CAPS**

Chrome plated lug nut caps shall be provided for the front and rear wheels.

## **FRONT MUD FLAPS**

Hard rubber mud flaps shall be provided for front tires.

# **REAR MUD FLAPS**

Hard rubber mud flaps shall be provided for the rear tires.

# **DATA, SAFETY & WARNING TAGS**

All data, safety and warning tags shall be affixed with screws for a permanent mounting.

## **BRAKES, Front**

The front brakes shall be Arvin Meritor DiscPlus EX225 Air Disc Brakes. Each disc brake assembly shall include one (1) 17" vented rotor, one (1) lightweight hub, one (1) twin-piston caliper, and two (2) quick-change pads.

#### BRAKES, Rear

The rear brakes shall be Meritor S-cam style. They shall be 16.5" x 8.625" with heavy duty return springs, and a double anchor pin design. They shall also have quick change shoes for fast easy brake relining.

## **PARKING BRAKE**

A four-wheel parking brake system shall be provided.

## **AIR BRAKE SYSTEM**

The vehicle shall be equipped with air-operated brakes. The system shall meet or exceed the design and performance requirements of current FMVSS-121 and test requirements of current NFPA 1901 standards.

Each wheel shall have a separate brake chamber. A dual treadle valve shall split the braking power between the front and rear systems.

All main brake lines shall be color-coded nylon type protected in high temperature rated split plastic loom. The brake hoses from frame to axle shall have spring guards on both ends to prevent wear and crimping as they move with the suspension. All fittings for brake system plumbing shall be brass.

A Meritor Wabco System Saver 1200 air dryer shall be provided.

The air system shall be provided with a rapid build-up feature, designed to meet current NFPA 1901 requirements. The system shall be designed so the vehicle can be moved within 60 seconds of startup. The quick build up system shall provide sufficient air pressure so that the apparatus has no brake drag and is able to stop under the intended operating conditions following the 60-second buildup time. The vehicle shall not be required to have a separate on-board electrical air compressor or shoreline hookup to meet this requirement.

Four (4) supply tanks shall be provided. One air reservoir shall serve as a wet tank and a minimum of one tank shall be supplied for each the front and rear axles. A Schrader fill valve shall be mounted in the front of the driver's step well.

A spring actuated air release emergency/parking brake shall be provided on the rear axle. One (1) parking brake control shall be provided and located on the engine hood next to the transmission shifter within easy reach of the driver. The parking brake shall automatically apply at 35 ±10 PSI reservoir pressure. A Meritor WABCO IR-2 Inversion Relay Valve, supplied by both the Primary and Secondary air systems, shall be used to activate the parking brake and to provide parking brake modulation in the event of a primary air system failure.

Accessories plumbed from the air system shall go through a pressure protection valve and to a manifold so that if accessories fail they shall not interfere with the air brake system.

## **AIR BRAKE SYSTEM RELEASE VALVE**

The vehicle shall be equipped with air-operated WABCO air brake release valve located in the cab within an accessible reach to the driver.

## **CENTRAL LOCATION FOR AIR TANK DRAINS**

The air brake system shall have all the air tank drain valves located in a customer specified location on the apparatus.

## **AIR INLET**

An air system inlet/fill connection shall be provided on the left hand side of the driver's step well. The inlet shall be connected to the air brake to allow constant air feed. A check valve shall be installed behind the air inlet.

# **AIR COMPRESSOR**

A Kussmaul 091-9B-1-AD 120V 100 PSI air compressor shall be provided and installed in the cab. The vehicle mounted air compressor shall ensure that the air brake system is properly pressurized for immediate response of the unit. A pressure switch shall regulate operation and shall automatically sense low air pressure in the brake system and restore the proper pressure.

The unit shall have an auto drain which shall be installed on the outlet side of the air compressor and shall automatically purge water from the air discharge output. The water shall be ejected from the water separator bowl every time the compressor cycles off via a 120 volt solenoid.

The compressor shall be wired to the 120V shoreline connection.

## **AUTO PUMP TIMER**

A Kussmaul 091-150-115 auto pump timer shall be provided to reduce wear on the Kussmaul Auto Pump AC compressor. The timer shall limit the duty cycle to one hour running followed by a one hour "OFF" time.

## **ELECTRONIC STABILITY CONTROL SYSTEM**

An Arvin Meritor / Wabco Electronic Stability Control (ESC) system shall be provided and installed. The ESC system continually monitors the vertical acceleration, and yaw (horizontal plain rotation) of the vehicle, and compares it to a critical threshold where vehicle rollover may occur. When the critical threshold is met, the ESC shall intervene by reducing engine torque and engaging the engine retarder, while automatically applying both the steering and drive axle brakes as needed. In many cases, activation occurs before the driver is even aware it is needed.

#### **AIR BRAKING ABS SYSTEM**

A Wabco ABS system shall be provided to improve vehicle stability and control by reducing wheel lock-up during braking. This braking system shall be fitted to axles and all electrical connections shall be environmentally sealed from water and weather and be vibration resistant.

The system shall constantly monitor wheel behavior during braking. Sensors on each wheel transmit wheel speed data to an electronic processor, which shall sense approaching wheel lock and instantly modulate brake pressure up to 5 times per second to prevent wheel lock-up. Each wheel shall be individually controlled. To improve field performance, the system shall be equipped with a dual circuit design. The system circuits shall be configured in a diagonal pattern. Should a malfunction occur, that circuit shall revert to normal braking action. A warning light at the driver's instrument panel shall indicate malfunction to the operator.

The system shall consist of a sensor clip, sensor, electronic control unit and solenoid control valve. The sensor clip shall hold the sensor in close proximity to the tooth wheel. An inductive sensor consisting of a permanent magnet with a round pole pin and coil shall produce an alternating current with a frequency proportional to wheel speed. The unit shall be sealed, corrosion-resistant and protected from electromagnetic interference. The electronic control unit shall monitor the speed of each wheel sensor and a microcomputer shall evaluate wheel slip in milliseconds.

## **AUTOMATIC SLIP RESPONSE**

The Rockwell/Wabco 4 Channel Anti-lock braking system shall be provided. The system shall be supplied with (ASR) Automatic slip response. The ASR controls slip under acceleration.

#### **ASR SWITCH**

An on/off switch for the Acceleration Slip Resistance shall be provided on the dash. This will allow the driver to override the computer and turn the ASR on when at a higher speed for better traction in deep snow or mud.

#### **AUTOMATIC TIRE CHAIN SYSTEM**

The apparatus shall be equipped with an On-Spot brand Automatic Tire Chain System, Severe Duty System.

There will be one driver's side and one passenger's side chain unit.

A continuous duty solenoid shall be provided and activated by the dashboard switch, which opens and allows compressed air to flow to the chain units. Compressed air will be delivered to the solenoid from the vehicle's air tank. The solenoid shall be mounted on the frame rail or crossmember in close proximity of the chain

units. This air/electric solenoid shall be 12-volts and draw no more than 1 ampere of current. Electrical wire shall be in accordance with NFPA 1901.

A 12-volt dashboard switch shall be provided so that the operator may engage the chains from the driver's seat. The switch shall be lighted to indicate when the chains are engaged. The switch shall come complete with a switch guard to avoid accidental engagement of the automatic chains. The switch guard shall be properly labeled. A dashboard sticker with operating instructions shall be provided.

#### **COMPRESSION FITTINGS ON AIR SYSTEM**

All air line fittings installed on the chassis shall be compression style fittings.

The following locations shall utilize push-on fittings:

- Pressure protection valve (accessory block)
- Double check valve (braking system, park brake)
- One way check valve (brake valve tank)
- Elbow Male Modified 1/4" tube x 1/4" MP (low air switch)
- Elbow Male 1/4" tube x 3/8"MP (brake pedal solenoid)
- Connector 1/4" x 3/8"MPT (brake pedal solenoid)
- Switch stoplight (Wabco sealed switch/brake light and service brake switch)
- Low pressure switch (PTC) (Wabco sealed switch/low air switch)

## **MISCELLANEOUS CHASSIS EQUIPMENT**

Fluid capacity plate affixed below driver's seat.

Chassis filter part number plate affixed below driver's seat.

Maximum rated tire speed plaque near driver.

Tire pressure label near each wheel location.

Cab occupancy capacity label affixed next to transmission shifter.

Do not wear helmet while riding plaque for each seating position.

NFPA compliant seat belt and standing warning plates provided.

#### **ALUMINUM CAB**

The cab shall be a full tilt 8-person 15" rear raised roof cab designed specifically for the fire service and manufactured by the chassis builder. Apparatus cabs that are not manufactured by the apparatus manufacturer shall not be acceptable.

#### **CAB DESIGN**

The apparatus chassis shall be of an engine forward, fully enclosed tilt cab design. There shall be four (4) side entry doors.

The cab shall be of a fully open design with no divider wall or window separating the front and rear cab sections. The cab shall be designed in a manner that allows for the optimum forward facing vision for crew. Cab designs that utilize roof mounted air conditioning units, are not desired.

The cab shall be constructed of high strength 5052H32 aluminum plate welded to 6061-T6 extruded aluminum framing.

The cab roof shall utilize 5" x 5" honeycomb re-enforced 6061 T6 aluminum extrusion, with fully radiused outer corner rails with integral drip channel and 6061 T6  $\frac{3}{4}$ " x 2" x 3/16" aluminum box tubing type cross brace supports. Structures that do not include an integral drip channel will not be accepted. The box tubing type cross brace supports shall be installed in a curved fashion beginning from the midline of the apparatus cab and curving toward the exterior corner rails. This curvature will allow for increased strength in the event of a roll over while not allowing for rainwater buildup on the apparatus cab roof.

The cab sides shall be constructed from 1 %" x 3" x 3/16" 6061 T6 extruded door pillars and posts that provide a finished door opening, extruded and formed wheel well openings supports, formed aluminum wheel well liners and box tubing type support braces.

The cab floor and rear cab wall shall utilize  $1 \frac{3}{4}$ " x 4" x 3/16" 6061 T6 extruded box tubing type framing and support bracing.

The framework shall be of a welded construction that fully unitizes the structural frame of the cab.

The structural extrusion framework shall be overlaid with interlocked aluminum alloy sheet metal panels to form the exterior skin of the cab. The cab sides shall be constructed of 3/16" thick 5052H32 aluminum plate that slides into an integral channel of the extrusion framework. The plate is then skip welded into that channel to allow for tolerable flex while the apparatus travels down the roadway. Cab designs that utilize 1/8" thick aluminum for the cab sides shall not be acceptable.

The structural extrusion framework shall support and distribute the forces and stresses imposed by the chassis and cab loads and shall not rely on the sheet metal skin for any structural integrity.

The cab face extrusion framework shall be overlaid with 1/8" thick 5052H32 aluminum plate to allow for an aesthetically pleasing radiused cab face.

## **CAB SUB-FRAME**

The cab shall be mounted to a  $4" \times 4" \times 3/8"$  steel box tube sub-frame, and shall be isolated from the chassis, through the use of no less than six (6) elastomeric bushings. This substructure shall be completely independent of the apparatus cab. The sub frame shall be painted to match the primary chassis color.

The sub-frame shall be mounted to the chassis through the use of lubricated Kaiser Bushings for the front pivot point, and two (2) hydraulically activated cab latches, to secure the rear.

Cab mounting that does not include a sub-frame shall not be considered. NO EXCEPTIONS.

#### CAB DIMENSIONS

The cab shall be designed to satisfy the following minimum width and length dimensions:

Cab Width (excluding mirrors) 98"
Cab Length (from C/L of front axle)
To front of cab (excluding bumper) 70"
To rear of cab 73"
Total Cab Length (excluding bumper) 143"

# **ROOF DESIGN**

The cab shall be of a one-half 15" raised roof design with side drip rails and shall satisfy the following minimum height dimensions:

Cab Dimensions Interior Front 59" Rear 74"

Cab Dimensions Exterior Front 65" Rear 80"

#### **FENDER CROWNS**

Polished stainless steel front axle fenderettes with full depth radiused wheel well liners shall be provided.

#### **CAB INSULATION**

The exterior walls, doors, and ceiling of the cab shall be insulated from the heat and cold, and to further reduce noise levels inside the cab. The cab interior sound levels shall not exceed 80 decibels at 45 mph in all cab seat positions. NO EXCEPTIONS

#### **EXTERIOR GLASS**

The cab windshield shall be of a two piece curved design utilizing tinted, laminated, automotive approved safety glass. The window shall be held in place by an extruded rubber molding. The cab shall be finished painted prior to the window installation.

## **SUN VISORS**

The sun visors shall be made of dark smoke colored transparent polycarbonate. There shall be a visor located at both the driver and officer positions, recessed in a molded form for a flush finish.

## **CAB STRUCTURAL INTEGRITY**

The cab of the apparatus shall be designed and so attached to the vehicle as to eliminate, to the greatest possible extent, the risk of injury to the occupants in the event of an accident.

The apparatus cab shall be tested to specific load and impact tests with regard to the protection of occupants of a commercial vehicle.

A test shall be conducted to evaluate the frontal impact strength of the apparatus cab to conform to the test J2420 and the "United Nations Regulation 29, Annex 3, paragraph 4, (Test A). A second test shall be conducted to evaluate the roof strength of the apparatus cab to conform to the Society Of Automotive Engineers (SAE) SAE J2422/SAE J2420 and "United Nations Regulation 29, Annex 3, paragraph 5, (Test B) and SAE J2420. The evaluation shall consist of the requirements imposed by ECE Regulation 29, Paragraph 5.

The test shall be conducted by a certified independent third party testing institution.

A letter stating successful completion of the above test on the brand of cab being supplied shall be included in the bid. There shall be "no exception" to this requirement.

#### **SEAT BELT TESTING**

The seat belt anchorage system shall be tested to meet FMVSS 207 Section 4.2a and FMVSS 210 section 4.2. Testing shall be conducted by an independent third party product evaluation company.

A copy of the certification letter shall be supplied with the bid documents.

# **CAB LOCKDOWN LATCHES**

Cab lockdown latches shall be provided to prevent the cab from being tilted in the down position. Once the cab tilt switch is engaged the cab latches will release to allow the cab to be tilted.

## **CAB TILT SYSTEM**

An electrically powered hydraulic cab tilt system shall be provided and shall lift the cab to an angle of 45 degrees, exposing the engine and accessories for fluid checks and service work. The system shall be interlocked to only operate when the parking brake is set.

The lift system shall be comprised of two (2) hydraulic lift cylinders, an electrically driven hydraulic pump, and a control switch. The hydraulic pump shall be located on the exterior of the frame rail on the driver's side of the chassis that can be easily accessible when the cab is tilted. A mechanical locking system consisting of an air operated actuator and a heavy radiused wall 3" x 3" aluminum extrusion will be provided to ensure the cab remains in the raised position in the event of a hydraulic failure. Additionally, each of the hydraulic lift cylinders shall incorporate a check valve, and velocity fuses that will activate should a sudden drop in pressure be detected. The cab tilt controls shall be interlocked to the parking brake to ensure the cab will not move, unless the parking brake is set. The cab tilt controls will consist of a momentary raise/lower switch and a two position cab safety lock switch.

The hydraulic lift cylinders will be connected to a steel cab sub-frame, and not directly to the cab. NO EXCEPTIONS

## **MANUAL CAB LIFT**

There shall be a manually operated hydraulic pump for tilting the cab in case the main pump should fail. Access to the pump shall be located under the left corner of the front bumper.

## **CAB DOORS**

The cab doorframes shall be constructed from 6061 T6 aluminum extrusions fitted with a 5052 H32 aluminum sheet metal skin and shall be equipped with dual weather seals. The outside cab door window opening shall be framed by a black anodized aluminum trim, to provide a clean appearance. The cab doors shall be equipped with heavy-duty door latching hardware, which complies with FMVSS 206. The door latch mechanism shall utilize control cable linkage for positive operation. A rubber coated nylon web doorstop shall be provided.

The doors shall be lap type with a 10 gauge full-length stainless steel flange and 3/8" diameter hinge pin and shall be fully adjustable.

All openings in the cab shall be grommeted or equipped with rubber boots to seal the cab from extraneous noise and moisture.

The cab doors shall be designed to satisfy the following minimum opening and step area dimensions: Door Opening:

Front 36.5" x 73" Rear 36.5" x 73"

# **CAB STEPS**

The lower cab steps shall be no more than 22" from the ground. Grip strut material shall be installed on the stepping surface.

An intermediate step shall be provided, mid way between the lower cab step, and the cab floor. The intermediate step shall be slightly inset to provide for safer ingress and egress. Diamondplate material shall be installed on the stepping surface.

All steps shall be covered with material that meets or exceeds the NFPA requirements for stepping surfaces.

## **STEP LIGHTS**

A white TecNiq E45 LED strip light shall illuminate each interior cab step. These lights shall illuminate whenever the battery switch is on and the cab door is opened.

# **POWER WINDOWS**

All four cab entry doors shall have power windows. Each door shall be individually operated and the driver's position shall have master control over all windows. All four windows shall roll down completely.

## **SIDE WINDOWS**

Fixed position side window shall be provided on each side of the cab between the forward cab area and the crew cab area. The widows shall be approximately 20.5" high x 16.50" wide to provide maximum visibility.

The side windows shall be held in place by an extruded rubber molding with a chrome plated decorative locking bead.

#### WINDOW TINTING

The crew cab windows and doors, with the exception of the driver's and officer's doors, and the windshield, shall be tinted with deep "limo" tint. The tint shall be incorporated into the window glass with eight percent (8%) light transmittance. Film tinting shall not be acceptable.

#### **WINDSHIELD WIPERS**

Two (2) black anodized finish two speed electric windshield wiper system. Dual motors with positive parking. System includes large dual arm wipers with built in washer system. One (1) master control works the wiper, washer and intermittent wipe features. Washer bottle is a remote fill with a 4 quart capacity. Washer fill is located just inside of officer cab door.

## WINDSHIELD WIPERS DEACTIVATED

The windshield wipers shall be deactivated when the parking brake is engaged.

#### WINDSHIELD WASHER RESERVOIR

A four quart capacity windshield washer reservoir shall be provided. The fill access shall be located in the forward officer's step well area.

## **MIRRORS**

Two (2) Lang Mekra 300 Series smooth chrome plated Aero style main and convex mirrors shall be installed on each side of the vehicle. The main mirror shall be 4-way remote adjustable with heat, 7" x 16" 2nd surface chromed flat glass. The convex shall be 6" x 8" 2nd surface chromed 400 mm radius glass. Each mirror housing assembly shall be constructed of lightweight textured chrome ABS with on truck glass and housing back cover replacement. In the event the mirror breaks the glass shall be replaceable in (3) minutes or less. The glass shall include a safety adhesive backing to keep broken glass in place. The mirror assembly shall be supported by a "C" loop bracket constructed of polished stainless steel tube utilizing two point mounting reducing vibration of mirror glass during normal vehicle operation. The lower section of the holder shall include a spring loaded single detent position 20 degrees forward with easy return to operating position without refocusing.

## **UPPER GRILLE**

The front of the cab shall be equipped with a raised polished stainless steel grille with sufficient area to allow proper airflow into the cooling system and engine compartment. Plastic chrome plated grilles shall not be acceptable.

# **UPPER GRILLE LOGO**

The upper grille shall have a laser cut flaming "S" logo in the upper portion of the grille. The cut out shall be illuminated by LED lights.

# **LOWER GRILLE**

The front of the cab shall be equipped with a polished stainless steel lower grille with custom laser engraved design per customer specifications. The lower grille shall also be backlit with LEDs. Color shall be specified by customer. The design shall allow proper airflow into the cooling system and engine compartment. Plastic chrome plated lower grille shall not be acceptable.

# **BUMPER**

There shall be a 12" high double rib polished stainless steel wrap-around bumper provided at the front of the apparatus. Laser cut perforated grilles shall be incorporated into the bumper and located at the outboard section of the bumper for the air horns and at the center for the siren speaker. The bumper shall be mounted to a reinforcement plate constructed of 1/4" x 10" x 70" carbon steel. A gravel shield shall be provided, constructed of .188" aluminum diamond plate. The bumper extension shall be approximately 18".

#### **BUMPER SIDES**

The sides of the bumper shall be finished with diamond plate.

## WARN WINCH 12,000-LB. FIX MOUNT

A Warn 12,000 lb. electric winch shall be installed in the center of the bumper. The center front face of the bumper shall be modified to allow the cable to extend through the front bumper. The opening shall be fitted with stainless steel heavy-duty rollers on all four sides to protect the cable from damage. A lift up type lid shall be provided over the winch, constructed of .125" aluminum diamond plate and equipped with latches

and chrome handle. A 12' remote tether shall be provided to operate the winch. When mounted on the apparatus, the maximum capacity shall be 8,000 lbs.

## **PORTABLE WINCH**

A Warn 4700-lb electric portable winch with hitch adaptor shall be provided for attachment to vehicle winch receivers. The winch shall include 60-ft of 0.25" wire rope, 12-ft tether with remote and a 3-stage planetary gear-train.

The Warn Hitch Adaptor shall be capable of connecting to a 2" Class III Receiver. The adaptor shall have a black power coat finish.

#### **AIR HORNS**

Two (2) Grover 2040 Stuttertone rectangular, chrome plated, air horns shall be provided.

# **AIR HORN BUMPER CUT-OUTS**

The air horns shall be installed behind perforations in the front bumper.

# **AIR HORNS WIRED TO STEERING WHEEL**

The air horns shall be wired through the steering wheel button. A selector switch shall be provided on the instrument panel to switch between functions.

## **FOOT SWITCH, DRIVER'S SIDE**

A foot switch for the air horns shall be provided on the driver's side.

# **FOOT SWITCH, OFFICER'S SIDE**

A foot switch for the air horns shall be provided on the officer's side.

## **LANYARD CONTROL FOR AIR HORNS**

The air horns shall be activated by a split "Y" lanyard in cab ceiling.

## **ELECTRONIC SIREN**

One (1) Whelen 295HFSA7 electronic siren shall be installed at the cab instrument panel complete with noise canceling removable microphone. The remote control head shall be flush mounted in a location specified by the fire department.

The electronic siren shall be wired through the steering wheel button. A selector switch shall be provided on the instrument panel to switch between functions.

# **SIREN SPEAKER**

One (1) Cast Products SA4201-5-A 100 watt weatherproof siren speaker shall be provided and wired to the electronic siren.

## **SPEAKER MOUNTING**

The electronic siren speaker(s) shall be installed behind the main cab grille.

## **LOW FREQUENCY ELECTRONIC SIREN**

One (1) Whelen Howler low frequency electronic siren shall be provided. The siren shall provide low frequency tones through two (2) low frequency speakers. The low frequency siren shall be actived by a switch located in the cab near the driver and operate for 7 seconds.

## **FEDERAL Q2B SIREN**

There shall be a Federal Q2B-NN siren installed in the center of the cab grille. The siren shall be securely mounted and activated by means of a solenoid and shall include a brake.

# **FOOT SWITCH, DRIVER'S SIDE**

A foot switch for the mechanical siren shall be provided on the driver's side.

# **FOOT SWITCH, OFFICER'S SIDE**

A foot switch for the mechanical siren shall be provided on the officer's side.

## **SIREN BRAKE SWITCH**

A brake switch for the mechanical siren shall be provided in the lower command console for both the driver's and officer's position.

## **MASTER Q2B SHUTOFF SWITCH WITH GUARD**

A master Q2B power disconnect switch shall be installed in the officer's side entry step. The switch shall be installed on the vertical face of the entry step and be visible when the cab door is opened. The switch shall also be covered with metal guard for protection.

## **CAB EXTERIOR LIGHTING**

Exterior lighting and reflectors shall meet or exceed Federal Motor Vehicle Safety Standards and National Fire Protection Association requirements.

#### **HEADLIGHTS**

The front low and high beam headlights shall be FIRETECH model FT-4X6 LED, rectangular shaped, quad style installed in custom rectangular shaped stainless steel housings on the front of the cab. Each housing shall accommodate a forward-facing turn signal in the outboard location and a side-facing warning light.

An additional pair of rectangular shaped stainless steel housings shall be installed on the front of the cab above the headlight housings. Each housing shall accommodate two (2) forward-facing warning lights and a side-facing turn signal.

This configuration allows for optimal warning lights on the front of the vehicle. This layout must be proposed, no exception. See the warning light section for the style warning lights to be mounted in the stainless steel housing above the headlights.

## **HEADLIGHT FINISH**

The interior components of the headlights shall have a chrome finish.

## **FRONT TURN SIGNALS**

There shall be four (4) Whelen 400 Series Model 40A00AAR LED rectangular amber turn signal lights mounted one (1) each side in the front of the headlight housings and one (1) mounted on the side of each warning light housing.

## **ICC/MARKER LIGHTS**

Five (5) Grote 47183 ICC/ LED marker lights shall be provided on top of the roof of the cab to meet D.O.T. requirements.

# **EXTERIOR CAB HANDRAILS**

There shall be four (4) 24" long, handrails provided and installed, one at each cab entrance. The handrails shall be constructed of type 304 stainless steel 1.25 inch diameter tubing with bright finish and knurled gripping surface. Mounting flanges shall be constructed from 7 gauge, .180 thick, stainless sheet. Each grab rail shall have 90 degree returns to flanges. The ends of grab rail shall pass through the flanges and be welded to form one structural unit. The handrails shall be mounted using 1.25" SS Hex bolts, with a barrier rubber gasket at each flange.

Sufficient space shall allow for a gloved hand to firmly grip the rail.

#### **COAT HOOKS FOR GRAB HANDLES**

There shall be a coat hook installed on the upper portion of the two exterior cab handrails, on the driver's side, for hanging of coats, turnout gear, etc.

#### **COAT HOOKS FOR GRAB HANDLES**

There shall be a coat hook installed on the upper portion of the two exterior cab handrails, on the officer's side, for hanging of coats, turnout gear, etc.

## **INTERIOR CAB HANDRAILS**

There shall be two (2) rubber coated grab handles provided and mounted on the interior of the cab, one each side, on the windshield post for ingress assistance. The handrail on the driver's side shall be approximately 11" long and the handrail on the officer's side shall be approximately 18" long.

## **CAB DOOR HANDRAILS**

There shall be two (2) rubber coated grab handles provided and mounted, one on the inside of each rear crew door, just below the windowsill. The handrails shall be approximately 11" long.

There shall also be two (2) 1.25" diameter knurled stainless steel handrails shall be provided and mounted, one on the inside of each rear crew door, just above the windowsill. The handrails shall be approximately 22" long.

## **INTERIOR DOOR STRAP**

A nylon strap shall be provided on the lower hinge of each interior cab door to assist with entry.

# **DRIVER'S SIDE EXTERIOR CAB COMPARTMENT**

There shall be a cabinet constructed of .125 aluminum plate recessed in the cab behind driver's side rear crew door. The compartment shall be approximately 38" high x 15" wide x 22.25" deep.

The compartment shall have a hinged door that is hinged at the front. The doors shall have an Austin Hardware slam catch single-point "D"-ring door closure and held open with gas struts.

The compartment shall be operated by an individual switch and illuminated with (1) LED light.

## **ACCESS TO CREW SEAT RISER**

The exterior cab compartment on the driver's side shall be open to the crew cab seat compartment.

#### OFFICER'S SIDE CAB COMPARTMENT

There shall be a cabinet constructed of .125 aluminum plate recessed in the cab behind officer's side rear crew door. The compartment shall be approximately 38" high x 15" wide x 20.25" deep (12.75" deep if front

suction)

The compartment shall have a hinged door that is hinged at the front. The doors shall have an Austin Hardware slam catch single-point "D"-ring door closure and held open with gas struts.

The compartment shall be operated by an individual switch and illuminated with (1) LED light.

## **ACCESS TO CREW SEAT RISER**

The exterior cab compartment on the officer's side shall be open to the crew cab seat compartment.

# NY ROOF HOOK STORAGE COMPARTMENT

The transverse compartment shall be provided with storage for up to two (2) NY Roof Hooks mounted on the back wall. The compartment shall be approximately 7" wide x 10" high x 84" long. The compartment shall be open on both ends.

## **ADJUSTABLE SHELF**

There shall two (2) adjustable shelves provided and installed in the compartment, one (1) ea side. The shelf shall be fabricated of .188 aluminum plate and have two  $1.5" \times 1.5" \times .188"$  aluminum angles welded to the underside of the shelf for support.

## **DIAMOND PLATE, CAB ROOF**

The rear exterior section roof of the cab shall have a diamond plate overlay. The overlay shall be constructed of .125" aluminum embossed diamond plate and measure 56" x 91".

The interior back wall of the cab and the side walls near the forward-facing crew seats shall be covered with 3/16" smooth aluminum.

## **CAB INTERIOR**

The metal surfaces of the cab interior shall be coated and sealed with MultiSpec black speckle, urethane modified, mar resistant paint. The textured coating shall provide paramount durability and wear resistance against foreign objects and normal wear and tear.

The front and rear headliners, as well as the rear cab wall, shall be finished in Gray-Black Durawear covered padded panels.

## **INTERIOR DOOR PANELS**

The interior of the cab entry doors shall have a 304 brushed stainless steel scuff plate, contoured to the door, from the door window sill down.

#### **CAB FLOOR COVERING**

The cab interior floor shall be covered with a 5/16" thick, black rubberized material to provide a rugged but cosmetically pleasing stepping surface throughout the cab. The floor covering shall provide superior durability and resistance against foreign objects as well as normal wear and tear.

# **DIAMOND PLATE, CAB FLOOR**

The cab floor shall be covered with 1/8" embossed diamondplate.

#### **HEAVY DUTY ENGINE ENCLOSURE**

An integral, formed aluminum and composite engine enclosure shall be provided. The engine enclosure shall be contoured and blended in an aesthetically pleasing manner with the interior dash and flooring of the cab. The enclosure shall be kept as low as possible, to maximize space and increase crew comfort.

The enclosure shall be constructed of 3/16" smooth aluminum, providing high strength, and superior heat and sound deadening qualities.

Additionally, the underside of the engine enclosure shall be coated in with a ceramic spray on insulation and sound control. This coating is an environmentally-friendly coating that is applied seamlessly and rapidly while providing superior thermal insulation and protection against vibration and noise, and will prevent future corrosion from forming by sealing the substrate. NO EXCEPTIONS

## **ENGINE ENCLOSURE COVERING**

The top of the engine enclosure shall be covered with Scorpion heavy duty, black polyurethane blended coating. The textured coating shall provide paramount durability and wear resistance against foreign objects and normal wear and tear as well as sound deadening and insulation. The rubberized cab floor covering shall extend up the lower exterior sides of the engine enclosure to aid in sound deadening and heat resistance.

## **CENTER CONSOLE EXTENSION**

There shall be an extension added to the center console area on top the engine enclosure between the driver and officer. The console shall be constructed from smooth aluminum and shall be coated with a durable coating to match the color of the engine hood covering and shall feature surfaces on each side that are contoured to face the driver and the officer for easy viewing and accessibility. The switches and other customer specified electrical items shall be mounted in removable 1/8" smooth aluminum panels with a black wrinkle finish.

# **TOP OF EXTENSION**

There shall be two (2) stainless steel cup holders and a storage slot measuring 11"L x 4"W x 10"D recessed into the top of the center console extension between the driver and officer.

#### **SIDES OF EXTENSION**

There shall be two (2) storage slots measuring 6"L x 2"W x 3"D each recessed into the upper portion of each side of the center console extension. One (1) slot shall be accessible to the driver and the other accessible to the officer.

## **ENGINE HOOD LIGHTS**

An LED work light shall be installed in the engine enclosure with an individual switch located on the base of the light.

#### **WORK SURFACE**

There shall be a flat work surface in front of the officer's seat.

#### **UPPER CREW DOOR AREA**

A glove box holder shall be provided in each upper cab crew door area. The holder shall be constructed of 3/16" smooth aluminum, capable of holding three (3) EMS glove boxes.

## **CHASSIS WIRING**

All chassis wiring shall have XL high temperature crosslink insulation. All wiring shall be color-coded, and the function and number stamped at 3" intervals on each wire. All wiring shall be covered with high temperature rated split loom for easy access to wires when trouble shooting. All electrical connectors and main connectors throughout the chassis shall be treated to prevent corrosion.

## MASTER ELECTRICAL PANEL

The main chassis breaker panel shall be wired through the master disconnect solenoid and controlled by the three-position ignition rocker switch. The breaker panel shall be located in front of the officer on the interior firewall and shall be protected by a removable aluminum cover. The cover shall have an aluminum notebook holder on the exterior face accessible to the officer. The cover shall be painted with a durable finish to match the interior of the cab and shall be secured with two (2) thumb screws.

The breaker panel shall include up to 22 ground switched relays with circuit breaker protection. An integrated electrical sub-panel shall be provided and interfaced to the body and chassis through an engineered wire harness system.

Twelve (12) 20-ampere relays and one (1) 70-ampere relay shall be provided for cab light bar and other electrical items. If the option for a mechanical siren has been selected two (2) additional relays shall be provided.

Up to two (2) additional relay boards with circuit breaker protection shall be provided for additional loads as required. Each board shall contain four (4) relays. The relay boards shall be configured to trip with input from switch of positive-negative or load manager by moving the connector on the board (no tools required).

All relay boards shall be equipped with a power-on indicator light (red), input indicator light (green) and power output indicator light (red).

Up to twenty-three (23) additional automatic reset circuit breakers for non-switched loads that are remotely switched (ie: heater fans, hood lights, etc.) shall be provided.

All relays and circuit breakers on the relay boards shall be pull-out/push-in replaceable.

All circuit breakers on the relay boards shall be 20 ampere automatic reset which can be doubled or tripled for 40 or 60-ampere capacity.

The system shall utilize Deutch DRC weather resistant connectors at the breaker panel, toe board and main dash connections.

All internal wire end terminals, including locking connectors, shall be mechanically affixed to the wire ends by matching terminal crimping presses to assure the highest quality terminations.

All internal splices shall be ultrasonically welded connections and all internal wiring shall be high temperature GXL type wire that is protected by wiring duct wherever possible.

All switches shall be ground controlled; no power going through any rocker switch.

Any switch controlling a relay in the breaker panel shall be capable of being set to function only when the parking brake is set. All relays shall be tagged with the function that the relay is controlling.

## **INSTRUMENT PANEL**

The main dash shroud, which covers the area directly in front of the driver from the doorpost to the engine hood, shall be constructed of vacuum formed ABS material with scorpion texture. The dash shall be a one-piece hinged panel that tilts outward for easy access to service the internal components. The gauge panel shall be constructed with a .125" aluminum panel, covered with a scratch resistant reverse printed and laminated poly carbonite.

The gauges shall be AMETEK Vehicular Instrumentation Systems (VIS), Next Generation Instrumentation System (NGI) with built-in self-diagnostics and red warning lights to alert the driver of any problems. All gauges and controls shall be backlit for night vision and identified for function. All main gauges and warning lights shall be visible to the driver through the steering wheel.

#### **MASTER BATTERY & IGNITION SWITCH**

The vehicle shall be equipped with a keyless ignition, with a three (3)-position Master Battery rocker switch, "Off/ACC/On" and a two (2)-position Engine Start rocker switch, "Off/Start".

## **DIESEL PARTICULATE FILTER CONTROLS**

There shall be two (2) controls for the diesel particulate filter. One control shall be for regeneration and one control shall be to inhibit engine regeneration. These shall be located below the steering wheel in the kick panel.

## **INSTRUMENTATION & CONTROLS**

Instrumentation on dash panel in front of the driver:

Tachometer/hourmeter with high exhaust system regeneration temperature, and instrument malfunction indicators

Speedometer/odometer with built in turn signal, high beam, and re-settable trip odometer

Voltmeter

Diesel fuel gauge

DEF (Diesel Exhaust Fluid) gauge

Engine oil pressure

Transmission temperature

Engine temperature

Primary air pressure

Secondary air pressure

Indicators and warning lights in front of the driver:

Parking brake engaged

Low air with buzzer

Antilock brake warning

Check transmission

Transmission temperature

Upper power indicator

Seat belt

Engine temperature

Low oil indicator

Low voltage indicator

Air filter restriction light

Low coolant indicator

High idle indicator

Power on indicator

Check engine

Stop engine

Check engine MIL lamp

**DPF** indicator

High exhaust temperature

Wait to start

Other indicator and warning lights (if applicable):

Differential locked

PTO (s) engaged

Auto-slip response

Retarder engaged

Retarder temperature

ESC indicator

Controls located on main dash panel in front of the driver:

Master power disconnect with ignition switch

Engine start switch

Headlight switch

Windshield wiper/washer switch

Differential lock switch (if applicable)

Dimmer switch for backlighting

Controls included in steering column:

Horn button

Turn signal switch

Hi-beam low-beam switch

4-way flasher switch

Tilt-telescopic steering wheel controls

## **CENTER CONTROL CONSOLE**

There shall be an ergonomically designed center control console. The console shall be constructed of 1/8" smooth aluminum and shall be mounted on the engine hood between the driver and officer. The console shall have a durable coating to match the color of the engine hood covering and shall feature surfaces on each side that are contoured to face the driver and the officer for easy viewing and accessibility. The switches and other customer specified electrical items shall be mounted in removable 1/8" smooth aluminum panels with a black wrinkle finish. The console shall have an aluminum lift-up lid with quick release latch. The lid shall be held in the open position with a gas strut to allow for easy access and serviceability.

Controls located in the console conveniently accessible to the driver:

Transmission shifter

Pump shift control with OK TO PUMP and PUMP ENGAGED lights

Remote mirror control

Illuminated rocker switches to control high idle, Jacob's brake, siren/horn, siren brake, master emergency, and other customer specified components

12V power point (if applicable)

Controls located in the console conveniently accessible to the driver and the officer (center): Parking brake control with a guard to prevent accidental engagement

Controls located in the console conveniently accessible to the officer:

Illuminated rocker switches to control customer specified components that are easily reachable to the officer and do not allow for compromise of the driver's view, and eliminate the need for foot switches Surface to recess siren head, radio head, or other desired items as space permits 12V power point (if applicable)

Driving compartment warning labels shall include:

HEIGHT OF VEHICLE
OCCUPANTS MUST BE SEATED AND BELTED WHEN APPARATUS IS IN MOTION
DO NOT USE AUXILIARY BRAKING SYSTEMS ON WET OR SLIPPERY ROADS
EXIT WARNINGS

Additional labels included:

COMPUTER CODE SWITCH
ABS CODE SWITCH
FLUID DATA TAG
CHASSIS DATA TAG

#### **OVERHEAD CONTROL CONSOLE**

An ergonomically designed overhead console shall be provided above the driver and officer, running the full width of the cab. The overhead console shall be constructed from 1/8" aluminum plate and shall be painted with a durable finish to match the inside of the cab. There shall be seven (7) removable 1/8" smooth aluminum plates with a black wrinkle finish to house switches and other electrical items.

Directly above the driver there shall be two (2) panels with the following switches:

Panel #1 (First Panel Driver Side)

- -Switch #1: Master Emergency.
- -Switch #2: "Brow Light".
- -Switch #3: "Left Scene" (12V Scenes).
- -Switch #4: "Right Scene" (12V Scenes)
- -Switch #5: "Rear Scene"
- -Switch #6: Blank
- -Switch #7: Blank

-Switch #8: Blank

-Switch #9: GEN PTO (Red Switch with Red Guard

-Switch #10: Rear Blue Warning (Blue Switch with Blue Guard)

Panel #2 (Second Panel Driver Side)

-Traffic Advisor Control Head

There shall be a panel located to the right of the driver that shall be designated for defroster, heat, and air conditioning controls (if specified).

The center overhead panel shall be designated for up to seven (7) door ajar indicators. Upon releasing the apparatus parking brake, one or more of these lights shall automatically illuminate (flash) when any of the following conditions occur that may cause damage if the apparatus is moved: cab or compartment door is open; ladder or equipment rack is not stowed; stabilizer system deployed; any other device has not been properly stowed.

There shall be a panel to the left of the officer as well as two (2) directly above the officer:

The Panel Directly above the Officer shall have the following switches:

Switch #1: Master Emergency.

Switch #2: Howler.

Switch #3: "Brow Light".

Switch #4: "Left Scene" (12V Scene Lights).

Switch #5: "Right Scene" (12V Scene Lights).

Switch #6: "Rear Scene" (12V Scene).

Switch #7: Spare Switch Switch #8: Spare Switch Switch #9: O2B Brake.

## **ENGINE WARNING SYSTEM**

An engine warning system shall be provided to monitor engine conditions such as low oil pressure, high engine temperature and low coolant level. Warning indication shall include a STOP ENGINE (red) light with audible buzzer activation and a CHECK ENGINE (amber) light. Note: (Some engine configurations may also include a fluid warning light.)

There shall be a master information light bar with 24 lights located across the center of the dash panel that covers up to 24 functions. These are defined under Indicators and Warning Lights above.

#### DO NOT MOVE APPARATUS INDICATOR LIGHT

A Whelen TIR3 RED LED light shall be installed in the cab near the driver. The light shall illuminate when the parking brake is released and any cab or body door is open or any other item on the apparatus is not properly stowed that may cause damage.

## **DO NOT MOVE WARNING ALARM**

A "Do Not Move Apparatus" alarm shall be installed in the interior of the cab.

#### DO NOT MOVE DISENGAGE BUTTON

A disengage button shall be provided for the "Do Not Move Apparatus" warning light/alarm. The location of the button shall be determined at the preconstruction conference.

## **MAPBOOK SLOT**

A mapbook slot shall be installed on exterior of the breaker panel located on the officer's side of the cab.

#### PROGRAMMABLE LOAD MANAGER

Load manager shall have the ability to sequence loads on and off. The Super Node II has twenty-four (24) inputs and twenty-four (24) outputs. Eighteen (18) are positive polarity outputs and six (6) are ground polarity outputs. It shall also be able to establish a 8 priority levels to shedding loads when the vehicle is stationary, starting at 12.8 volts lowest priority load to be shed, then respectively at 12.7, 12.5, 12.3, 12.1, 11.9, 11.5 and never shed volts DC. An output is shed (turned OFF) when the system voltage drops below the designated priority level's shed voltage for thirty (30) seconds. If the voltage has dropped below multiple priority level shed voltages then each higher priority level will shed before the lower priority levels. An output is unshed (turned back ON) when the system voltage rises above the designated priority level's unshed voltage for ten (10) seconds. If the voltage has risen above multiple priority level unshed voltages then each lower priority level will unshed before the upper priority levels.

#### MASTER SWITCH

All outputs can be tied or not tied to the stage switch. In fire apparatus this switch is typically referred to as the master switch. The state of the stage switch is controlled by Utility Module output memory space 3. When this output is active the stage switch is active. Any output tied to the stage switch will be OFF if the stage switch is not active regardless of the output's multiplex equation. Set an output to be tied to the stage switch by checking the stage switch box in its "Output Port Load Settings" under the "Settings" tab. The name of the stage switch can be changed from the standard "stage" to anything desired by modifying the text in the "Output Port Load Settings" area.

#### **AUTOMATIC HIGH IDLE ACTIVATION**

The Utility Module's high idle request (input memory space 2) is activated when the system voltage drops below the high idle threshold (12.8 volts standard or 25.6 volts if 24 volt load management is enabled) for 8 seconds or longer AND load management has been enabled (Utility Module output memory space 1 is active). The high idle request will remain active as long as the voltage remains below the voltage threshold and for 3 minutes after the system voltage rises above the voltage threshold. High idle can be canceled by activating the Utility Module's high idle cancel (output memory space 0).

## **HIGH IDLE**

The engine shall have a "high idle" switch on the dash that shall maintain an engine RPM of 1,000. The switch shall be installed at the cab instrument panel for activation/deactivation. The "high idle" mode shall become operational only when the parking brake is on and the truck transmission is in neutral.

#### CAB ACCESSORY FUSE PANEL

A fuse panel shall be located underneath the rear facing seat on the officer's side. The fuse panel shall consist of six (6) battery hot and six (6) ignition switch circuits. Each circuit shall be capable of 10-ampere 12-volt power and total output of 50-amps. The fuse panel shall be capable of powering accessories such as hand held spotlights, radio chargers, hand lantern chargers and other miscellaneous 12-volt electrical components.

#### POWER & GROUND STUDS, OVERHEAD COMMAND CONSOLE

There shall be a set of four (4) threaded power studs provided in the cab's overhead Command Console for future installation of two-way radios.

The studs shall be wired as follows:

- One (1) 12-volt 60-amp, direct to the battery ignition off.
- One (1) 12-volt 30-amp switched battery first position on ignition switch.
- One (1) 12-volt 30-amp ignition power second position on ignition switch.
- One (1) 12-volt 125-amp ground.

## **POWER & GROUND STUDS, LOWER COMMAND CONSOLE**

There shall be a set three of (3) threaded power studs provided in the cab's lower Command Console for future installation of two-way radios.

The studs shall be wired as follows:

- One (1) 12-volt 60-amp, direct to the battery
- One (1) 12-volt 30-amp controlled by the ignition switch
- One (1) 12-volt 125-amp ground

## **VEHICLE DATA RECORDER**

An Akron / Weldon vehicle data recorder as required by the 2009 edition of NFPA 1901 shall be installed. Vehicle data shall be sampled at the rate of 1 second per 48 hours, and 1 minute per 100 engine hours.

Free software is available to allow the fire department to collect the data as needed.

## **AUXILIARY POWER POINT**

Five (5) 12-volt 20-ampere auxiliary lighter socket type plug-ins, shall be provided in the cab/body of apparatus. The exact locations shall be determined at the preconstruction conference.

# **DUAL POWER POINT, USB-USBC**

Five (5) Kussmaul 12-volt dual port USB-USBC power point shall be provided in the cab/body. Exact locations of the USB Drives shall be determined at the preconstruction conference.

## **LIGHTING CAB INTERIOR**

Interior lighting shall be provided inside the front of the cab for passenger safety. Three (3) Whelen 6" round ceiling mounted combination red/clear LED dome lights with a push button on/off switch in the light lens. One light shall be located over each the officer and driver's position and one in the center. The lights shall also activate from the open door switch located in each cab doorjamb.

## **LIGHTING CREW CAB INTERIOR**

Interior lighting shall be provided inside the crew cab for passenger safety. Three (3) Whelen 6" round ceiling mounted combination red/clear LED dome lights with a push button on/off switch in the light lens shall be provided. The lights shall also activate from the open door switch located in each cab doorjamb.

### **DOOR LIGHTS**

One (1) Whelen 500 series TIR6 model 50\*03Z\*R LED light shall be installed in a chrome plated bezel inside each of the lower cab doors. The lights shall be wired to flash when the ignition is on and the cab door is open.

# **HEAVY DUTY HEATER/DEFROSTER/AIR CONDITIONER**

There shall be a minimum 80,000 cool BTU and 65,000 heat BTU single unit, heater/air conditioner mounted over the engine cover. The unit shall be mounted in center of the cab on the engine hood/enclosure. Unit shall have a shutoff valve at the right side of the frame, next to the engine. Airflow of the heater/air conditioner shall be a minimum 1200 CFM. To achieve maximum cooling, a TM-31 Compressor (19.1 cu. in.) will be used.

The defroster/heater shall be a minimum of 35,000 BTU and shall be a separate unit mounted over the windshield. There shall be eight (8) louvers/diffusers to direct to windshield and door glass. Airflow of the defroster/heater shall be a minimum 350 CFM. The unit shall be painted Zolatone greystone to match the cab ceiling.

The condenser shall be roof mounted and have 80,000 BTU rating. The unit shall include two fan motors. Airflow of the condenser shall be a minimum 2250 CFM. (This roof-mounted condenser shall work at full rated capacity at an idle with no engine heat problems.)

# **HEATER/DEFROSTER/AIR CONDITIONING CONTROLS**

The heater/defroster/air conditioning shall be located in the overhead console in the center of the apparatus cab within reach of the driver and officer. The controls shall be illuminated for easy locating in dark conditions. The controls shall be located in such a way that the driver will not be forced to turn away from the road to make climate control adjustments. Control of all heater/defroster/air conditioning functions for the entire apparatus cab shall be achieved through these controls.

### **FLOORBOARD HEATING DUCT**

There shall be ductwork to the floor of the cab, facing forward to provide heat for the front of cab floor area.

# **DRIVER/OFFICER VENT TO FACE**

There shall be ductwork routed forward towards the driver/officer positions. The vents shall provide a/c to the face of the driver/officer and to the front of cab area.

#### **DEFROSTER DIFFUSER**

A molded diffuser made of durable ABS plastic ductwork system shall be provided. It shall be form fitted and shall attach to the cab's overhead defroster unit to provide temperature controlled air to the windshields. Air flow of up to 280 cfm is balanced and directed across the entire windshield for optimum defrosting capability in all types of weather.

### **TOOL TRAY**

There shall be a 3/16" smooth aluminum tray installed on top of the heat/air conditioning unit for use in mounting of equipment. The plate shall measure approximately 24.5" wide x 18.5" long with a 2" lip on all four (4) sides. The tray shall be coated with the same finish as the heat/air conditioning unit and shall be secured with screws for easy replacement.

#### **DRIVER'S SEAT**

A H.O. Bostrom Sierra high back ABTS seat with air suspension shall be provided for the driver. The seat shall be equipped with a red 3-point shoulder harness with lap belt. The seat shall have fore/aft adjustment and shall be upholstered with heavy duty Low Seam Durawear Plus material.

### **HELMET STORAGE**

The helmet for the above seat shall be stored in a compartment. A placard shall be provided visible to the riding position warning that injury may occur if helmets are worn while seated.

# **OFFICER'S SEAT**

An H.O. Bostrom Tanker 450 ABTS SCBA seat shall be provided for the officer. The seat back shall have a SCBA cavity and auto-pivot-and-return padded headrest. The seat shall be equipped with a red 3-point shoulder harness with lap belt and an automatic retractor built into the seat assembly. The seat shall be upholstered with heavy duty Low Seam Durawear Plus material.

#### **UNDER SEAT STORAGE COMPARTMENT**

There shall be a storage area under the officer's seat, accessible from the front through a hinged door with Southco C5 compression lever latch. The door shall be shall be painted with a durable finish to match the inside of the cab and shall be vertically hinged near the engine enclosure.

The storage area shall be approximately 19.5" wide x 14.375" high x 21.75" deep. The lower rear portion of the compartment shall be tapered to accommodate the wheel well and wiring chase. The opening shall be approximately 15.5" wide x 10.5" high.

### **HELMET STORAGE**

The helmet for the above seat shall be stored in a compartment. A placard shall be provided visible to the riding position warning that injury may occur if helmets are worn while seated.

# <u>CREW SEAT – DRIVER'S SIDE, REAR FACING</u>

One (1) H.O. Bostrom Tanker 450 ABTS SCBA fixed base seat shall be installed behind the driver. The seat back shall have a SCBA cavity and auto-pivot-and-return padded headrest. The seat shall be equipped with a red 3-point shoulder harness with lap belt and an automatic retractor built into the seat assembly. The seat shall be upholstered with heavy duty Low Seam Durawear Plus material.

### **HELMET STORAGE**

The helmet for the above seat shall be stored in a compartment. A placard shall be provided visible to the riding position warning that injury may occur if helmets are worn while seated.

#### CREW SEAT – OFFICER'S SIDE, REAR FACING

One (1) H.O. Bostrom Tanker 450 ABTS SCBA fixed base seat shall be installed behind the officer. The seat back shall have a SCBA cavity and auto-pivot-and-return padded headrest. The seat shall be equipped with a red 3-point shoulder harness with lap belt and an automatic retractor built into the seat assembly. The seat shall be upholstered with heavy duty Low Seam Durawear Plus material.

#### **HELMET STORAGE**

The helmet for the above seat shall be stored in a compartment. A placard shall be provided visible to the riding position warning that injury may occur if helmets are worn while seated.

### **EMS CABINET, FORWARD FACING**

There shall be a cabinet constructed of .125 aluminum plate and painted to match the interior of the cab. The cabinet dimensions shall be approximately 46" wide x 18" deep x 53" tall. The cabinet shall come complete with interior access. Strip lighting shall be provided in the cabinet. The cabinet shall be provided on the back wall of the cab, mounted on the crew seat riser, in place of the two forward facing crew seats.

### INTERIOR COMPARTMENT OPENING

The compartment shall come complete with a single interior access opening with an Amdor satin finished roll-up door to cover that opening.

#### **ADJUSTABLE SHELVES**

There shall be two (2) adjustable shelves provided and installed in the compartment. The shelves shall be fabricated of .188 aluminum plate and have two  $1.5" \times 1.5" \times .188"$  aluminum angles welded to the underside of the shelf for support.

# <u>CREW SEAT – DRIVER'S SIDE, FORWARD FACING, OUTBOARD</u>

One (1) H.O. Bostrom Tanker 400CT ABTS SCBA flip-up base seat shall be installed in the driver's side forward-facing outboard position. The seat back shall have a SCBA cavity and auto-pivot-and-return padded headrest. The seat shall be equipped with a red 3-point shoulder harness with lap belt and an automatic retractor built into the seat assembly. The seat shall be upholstered with heavy duty Low Seam Durawear Plus material.

# **HELMET STORAGE**

The helmet for the above seat shall be stored in a compartment. A placard shall be provided visible to the riding position warning that injury may occur if helmets are worn while seated.

### CREW SEAT – OFFICER'S SIDE, FORWARD FACING, OUTBOARD

One (1) H.O. Bostrom Tanker 400CT ABTS SCBA flip-up base seat shall be installed in the officer's side forward-facing outboard position. The seat back shall have a SCBA cavity and auto-pivot-and-return padded headrest. The seat shall be equipped with a red 3-point shoulder harness with lap belt and an automatic retractor built into the seat assembly. The seat shall be upholstered with heavy duty Low Seam Durawear Plus material.

### **HELMET STORAGE**

The helmet for the above seat shall be stored in a compartment. A placard shall be provided visible to the riding position warning that injury may occur if helmets are worn while seated.

#### **SEAT UPHOLSTERY COLOR**

The cab seat upholstery shall be black in color.

#### **SCBA BRACKETS**

Each SCBA seat in the cab shall feature an H.O. Bostrom SecureAll self contained breathing apparatus (SCBA) locking system. The seat back shall include a bracket which shall be capable of storing most U.S. and international SCBA brands and sizes while in transit or for storage. The bracket shall be easily adjustable for all SCBA brands and cylinder diameters; adjustment points shall utilize similar hardware and adjustments shall be made with one tool.

The bracket shall be adjustable to compensate for different cylinder lengths without the use of tools. The adjustment shall be made by raising a lever and moving the top clamp vertically.

The bracket system shall be free of straps and clamps that may interfere with auxiliary equipment on SCBA units. The center guide fork shall keep the tank in-place for a safe and comfortable fit in seat cavity. Fire fighters shall simply push the SCBA unit against the pivot arm to engage the patented auto-locking system. Once the lock is engaged, the top clamp shall surround the top of the SCBA tank for a secure fit in all directions.

The locking system shall include a release handle integrated into the seat cushion for quick and easy release and to eliminate the need for straps or pull cords which might interfere with other SCBA equipment.

# **SEAT BELT WARNING SYSTEM**

An Akron / Weldon seat belt warning system shall be provided, and shall monitor each seating position. Each seat shall be supplied with a sensor that, in conjunction with the display module located on the dash, shall determine when the seat belt was fastened and if the seat is occupied. An icon shall represent that the seat is properly occupied. An audible and visual alarm shall be activated if the seat is occupied and/or the belt is not fastened in the proper sequence.

### **CREW SEAT COMPARTMENT**

A compartment shall be provided under the forward facing crew seats on the back wall of the cab. Two drop down doors shall be provided on the front face of the compartment. Compartment dimensions are 91.5"L x 14"H x 19"W.

### **IN-CAB OVERHEAD STORAGE AREA**

An overhead storage area shall be provided at the front of the raised roof portion inside of the cab above the rear-facing crew seats. The full-width storage area shall be approximately 84" wide x 15.5" high x 17" deep and shall have a Zolatone gray/black rubberized, textured finish to match the cab interior. The storage area shall be equipped with aluminum lift-up doors.

# **IN-CAB OVERHEAD STORAGE AREA**

An overhead storage area shall be provided at the rear of the raised roof portion inside of the cab above the forward-facing crew seats. The full-width storage area shall be approximately 84" wide x 15.5" high x 15" deep and shall have a Zolatone gray/black rubberized, textured finish to match the cab interior. The storage area shall be equipped with aluminum lift-up doors.

Provisions shall be made for the installation of customer furnished radio.

### **ANTENNA MOUNTING**

The two (2) customer supplied radio antennas shall be installed in the cab roof with the coax cable run to the radio mounting area. The radio location shall be determined at the pre-construction meeting.

#### **ELECTRICAL PROVISION**

Wiring shall be provided in the cab for the future installation of electrical chargers. The location shall be determined during the pre-construction conference.

#### **HD STEREO**

A Jensen HD AM/FM/WB/CD Bluetooth stereo shall be provided with four speakers.

### **COMMUNICATION SYSTEM**

A six position David Clark intercom system shall be provided in the cab. The six positions include: driver, officer and four crew seats. The driver and officer positions shall be interfaced with radio.

#### **VOYAGER, 2 CAMERA SYSTEM**

Provided and mounted on the apparatus shall be One (1) HD Voyager 7" Color Sealed, Weatherproof/Dustproof LCD Monitor (AOM713WP); One (1) Rugged Color Camera, 130°; Viewing Angle, LED Low light Assist (VCCS130); One (1) Right Color Side Body Camera, 110°; Viewing Angle w/ Housing (VCCSIDRCM); One (1) 50' Camera Cable to LCD Monitor (CEC50); One (1) 15' Camera Cable to LCD Monitor (CEC15); One (1) 6" Double Knuckle Monitor Mount (72706).

### **BODY SUB-FRAME**

The chassis shall be fitted with a sub-frame system consisting of a series of steel plate gusseted legs, extending down and out from the chassis frame rails on each side. This system will provide additional structural support to the side compartments. A heavy-duty rear platform shall be constructed of the same material to support the rear compartments and rear step. Self-supporting bodies will not be acceptable. NO EXCEPTIONS

# **BODY MOUNTING**

The body shall be fastened to the chassis frame with a minimum of four (4) spring loaded body mounts. Each mount shall be configured using a two-piece angle brackets. The two (2) brackets shall be fabricated of heavy duty 3/8" thick A36 steel and shall have a zinc coated finish to prevent any corrosion. Each mounting assembly shall utilize two (2) 5/8" diameter x 16" long high strength steel zinc coated threaded rod w/ two (2) heavy duty die springs. As the chassis frame twists under driving conditions, the spring mounting system shall eliminate any stress from being transferred into the body. The spring-loaded body mounts shall also prevent frame side rail or body damage caused by unevenly distributed stress and strains due to load and chassis movement.

#### **APPARATUS BODY**

The body shall be constructed of 3/16" #5052 aluminum sheet, #3003 bright aluminum diamond plate and structural aluminum extrusions. The body shall be of the modular design to allow for proper flexing of the truck chassis. The body shall be custom built and engineered for proper load distribution on the chassis. An insulator material shall be used where aluminum and steel are in contact to prevent corrosion.

The ceilings, sidewalls and floors of the body compartments shall be constructed of 3/16"; 5052-H32 smooth aluminum plate with a tensile strength range of 32,000 to 44,000 psi. Continuous 4043 fill welding shall seal compartment panels.

The body framework shall be constructed of custom-designed aluminum alloy 6063-T5 extrusions with a tensile strength of 35,000 psi.

To eliminate "dead space" and to maximize compartment interior space, there shall be no more than 1/4" between outer and inner walls.

The compartment extrusions shall be slotted full-length on backside for uniform fitting of the aluminum plate work that forms the compartment interiors.

The aluminum extrusion profiles shall incorporate 1" x 1-3/4" recessed continuous door seal at the bottom of the compartment. The extrusions shall be designed to allow unobstructed, sweep-out floors in all compartments.

The front and top surfaces of body shall be covered with .125" bright aluminum diamond treadplate. The forward and rear recessed surfaces shall be flush with the corner extrusions.

The outer hatch skin shall extend downward over the extrusions and form a drip molding. The material shall be .125 aluminum. The top of the hatch compartments shall have an extrusion that matches the same radius as the cab roof extrusion.

The compartment assemblies are to be fastened to the sub-frame with mechanical Huck-type bolts. Each compartment shall be properly vented with louvers.

#### **COMPARTMENTATION LEFT SIDE**

- L1- There shall be a compartment, ahead of the rear wheels approximately 68-1/2" wide x 66" high x 26-1/4" deep. The compartment shall be transverse above the frame rails.
- L2- There shall be a compartment, ahead of the rear wheels approximately 68-1/2" wide x 66" high x 26-1/4" deep. The compartment shall be transverse above the frame rails.
- L3- There shall be a compartment above rear wheel approximately 64" wide x 30" high x 26-1/4" deep.
- L4- There shall be a compartment behind the rear wheels approximately 63" wide x 66" high x 26-1/4" deep.

### **LEFT UPPER HATCH COMPARTMENT**

There shall be a compartment located at the top left body side with lift up doors and pneumatic stays. The compartment shall be approximately 28" wide x 264". The height of the coffin will be determined based on the height of the cab unless otherwise indicated. Two (2) lift-up NFPA compliant serrated aggressive diamond plate doors shall be provided, each with chrome handles. The tops of the compartments shall be constructed of NFPA compliant embossed aggressive diamond plate.

# **COMPARTMENTATION RIGHT SIDE**

R1- There shall be a compartment, ahead of the rear wheels approximately 68-1/2" wide x 66" high x 26-1/4" deep. The compartment shall be transverse above the frame rails.

- R2- There shall be a compartment, ahead of the rear wheels approximately 68-1/2" wide x 66" high x 26-1/4" deep. The compartment shall be transverse above the frame rails.
- R3- There shall be a compartment above rear wheel approximately 64" wide x 30" high x 26-1/4" deep.
- R4- There shall be a compartment behind the rear wheels approximately 63" wide x 66" high x 26-1/4" deep.

# RIGHT UPPER HATCH COMPARTMENT

There shall be a compartment located at the top right body side with lift up doors and pneumatic stays. The compartment shall be approximately 28" wide x 264" long. The height of the coffin will be determined based on the height of the cab unless otherwise indicated. Two (2) lift-up NFPA compliant serrated aggressive diamond plate doors shall be provided, each with chrome handles. The tops of the compartments shall be constructed of NFPA compliant embossed aggressive diamond plate.

# REAR CENTER STAIRCASE W/ STORAGE COMPARTMENTS

The rear of the body shall have a staircase leading from the tailboard to the upper walkway. The staircase shall be designed to incorporate compartments to hold customer specific equipment. The horizontal surface of each step shall incorporate a drip edge to keep water from entering each compartment. Each compartment shall have a positive latching mechanism and a door ajar sensor.

Final layout of each compartment shall be determined at pre-construction.

#### **STAIRCASE FINISH**

The staircase and inside walkway area shall be made of 3/16" aluminum embossed treadplate.

# **UPPER BODY WALKWAY**

A 40" wide, upper body walkway shall be provided at the center of body and recessed into the roof structure. The walkway shall be finished with NFPA compliant 3/16" aluminum. Drains shall be installed at front of walkway to allow water to drain to the ground through flexible drain hose.

# **UPPER HATCH COMPARTMENTS**

Each upper hatch compartment shall have a lift-up type compartment door hinged on the outboard side. Each door shall be fabricated from 3/16" aluminum. Each door shall have two (2) pneumatic type cylinders,

one (1) at each end, attached to cast aluminum brackets mounted to the interior surface of the door to hold the door in both the opened and closed positions. Each door shall be mounted using stainless steel piano hinges, with stainless steel pin. A barrier film gasket shall be placed between stainless steel hinge and the body mounting surface as necessary to prevent corrosion caused by dissimilar metals.

Each compartment door shall overlap a 2" vertical lip on the body roof to prevent entry of moisture and sealed with automotive type rubber molding to provide a weather resistant seal.

Each roof compartment door shall have a chrome 7" handle bolted to center of each door.

Each compartment shall have a horizontally mounted LED strip light on the underside of the door hinge. The light and NFPA Door Ajar System shall be automatically activated by an individual switch per compartment.

# **WALKWAY FINISH**

The inside walkway area shall be made of 3/16" aluminum embossed treadplate.

# **WALKWAY LIGHTS**

There shall be Tecniq E44 strip lights provided to illuminate the upper body walkway area. The lights shall be activated when the parking brake is set.

Each light shall be mounted in a J-shape cast aluminum housing to protect against damage from personnel or equipment.

#### **UPPER HATCH COMPARTMENT, FINISH**

The compartment tops and doors of the hatch compartments shall be made of 3/16" aluminum embossed treadplate.

# **OIL DRY HOPPER**

An oil dry hopper will be constructed and located in the rear upper portion of the hatch compartments. The hopper will have a capacity to hold up to 150# of oil dry material. The hopper construction shall be of aluminum plate fabricated and solidly welded in a manner to allow the material to flow downward into the delivery pipe. The delivery pipe shall be constructed of 3" PVC and equipped with a PVC flange to provide a maintenance free seal at the bottom of the hopper. The pipe shall be routed through the back corner of the rear compartment. The point of material discharge shall be either in the rear compartment or directly under

the rear compartment as directed by the fire department. A 3" PVC sliding type valve shall be provided and located in the rear compartment for controlling the dispensing of the material.

# **ROPE TIE-OFFS**

There shall be six (6) 9,000 # rated rope tie offs provided on the body. There shall be three (3) on each side of the upper hatch compartments. Two (2) shall be mounted in the upper corners and one (1) mounted in the center of the body. The rope tie offs shall consist of 10,000 # hoist rings powder coated black. The hoist rings shall attached trough a 3/16<sup>th</sup> scuff plate, a 3/16<sup>th</sup> compartment wall, and a 3/8" aluminum plate. The 3/8" aluminum plate shall be fully welded to the upper hatch compartment structure. The hoist ring shall be able to swivel 360 degrees and pivot 180 degrees.

# **ROPE TIE-OFF SCUFF PLATES**

An aluminum scuff plate shall be provided behind each of the rope tie-offs. The scuff plates shall have a brushed finish.

### **COMPARTMENT INTERIOR - L1**

The L1 compartment on the left side of the apparatus shall include the following features:

No compartment options were selected for L1.

# **COMPARTMENT INTERIOR - L2**

The L2 compartment on the left side of the apparatus shall include the following features:

No compartment options were selected for L2.

### **COMPARTMENT INTERIOR - L3**

The L3 compartment on the left side of the apparatus shall include the following features:

No compartment options were selected for L3.

# **COMPARTMENT INTERIOR - L4**

The L4 compartment on the left side of the apparatus shall include the following features:

No compartment options were selected for L4.

# **COMPARTMENT INTERIOR - R1**

The R1 compartment on the right side of the apparatus shall include the following features:

No compartment options were selected for R1.

### **COMPARTMENT INTERIOR - R2**

The R2 compartment on the right side of the apparatus shall include the following features:

No compartment options were selected for R2.

# **COMPARTMENT INTERIOR - R3**

The R3 compartment on the right side of the apparatus shall include the following features:

No compartment options were selected for R3.

# **COMPARTMENT INTERIOR - R4**

The R4 compartment on the right side of the apparatus shall include the following features:

No compartment options were selected for R4.

### **UNISTRUT**

Each compartment shall come equipped with 1.625" x .875" x .125" aluminum Unistrut channel. The Unistrut shall be securely fastened to the interior walls of the compartment.

# **ROLL-UP COMPARTMENT DOORS**

Compartment doors shall be equipped with AMDOR™ brand roll-up doors, complete with the following features:

- 1" aluminum double wall slats with continuous ball & socket hinge joint designed to prevent water ingression and weather tight recessed dual durometer seals
- double wall reinforced bottom panel with stainless steel lift bar latching system
- bottom panel flange with cut-outs for ease of access with gloved hands
- reusable slat shoes with positive snap-lock securement
- smooth interior door curtain to prevent equipment hang-ups
- one-piece aluminum door track / side frame
- top gutter with non-marring seal
- non-marring recessed side seals with UV stabilizers to prevent warpage

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### **PAINTED ROLL-UP DOORS**

The doors shall be wet painted before assembly by the door manufacturer. The paint shall be the same as the apparatus to achieve an exact match of paint color and have the look and durability same as on the rest of the truck.

### **SILL PROTECTION**

A clear protective film shall be provided along the front edge of each body compartment floor.

### **PULL CORDS**

A 1" wide nylon strap shall be provided to assist in closing the compartment door. The strap shall be fastened and secured to back of the roll-up door. The strap shall extend from door and be secured to the wall next to the door opening.

# **ROLL UP DOOR DRIP PAN/SPLASHGUARD**

The specified roll-up door(s) shall be equipped with a drip pan with built in splashguard. The drip pan shall attach to the pennant plate with spring pins to allow for easy removal and cleaning. The construction of the pan shall be of a corrosion resistant material.

## **COMPARTMENT INTERIOR FINISH**

The interior non-painted surface of the compartments shall have a smooth, natural finish.

# **COMPARTMENT LIGHTING**

Each compartment shall be equipped with two (2) white AMDOR LED light strips which shall provide a consistent pattern to illuminate the entire compartment.

# **BODY HANDRAILS**

Handrails shall be constructed of type 304 stainless steel 1.25 inch diameter tubing with bright finish and knurled gripping surface. Mounting flanges shall be constructed from 7 gauge, .180 thick, stainless sheet. Each grab rail shall have 90 degree returns to flanges. The ends of grab rail shall pass through the flanges and be welded to form one structural unit. The handrails, shall be mounted using 1.25" SS Hex bolts, with a barrier rubber gasket at each flange. Sufficient space shall allow for a gloved hand to firmly grip the rail. The rails shall be located in the following areas:

(Note: These are in addition to those previously mentioned in the cab section):

There shall be one (1) vertical handrail at rear of the body one each side of the rear compartment.

There shall be two (2) handrails mounted horizontally, above the pump panel, one (1) on each side as large as possible.

#### **RUB RAILS**

The body shall be equipped with anodized aluminum channel style rub rails at the sides. Rub rails shall be spaced away from the body by 1/2" polymer spacers. The rub rails shall be polished to a bright finish.

### **ALUMINUM TREADPLATE**

All load bearing aluminum treadplate running boards shall be .155 thick bright-annealed finish. Running boards and rear step edges shall be flanged down for added strength. Running boards shall also be flanged up to form kick plates. All non-load bearing aluminum shall be .125" thick bright annealed finish. In areas where aluminum treadplate shall function as a load-bearing surface, there shall be a heavy steel substructure. This structure shall consist of 3" channel and 1-1/2" angle welded support. This shall assure that there shall be no flexing or cracking of running boards. The aluminum shall be insulated from the steel by closed cell foam body barrier material.

Treadplate locations:

- 1. Skirting around front bumper.
- 2. The step at the cab entrance.
- 3. The jump seat steps.
- 4. The body header.
- 5. The running boards.
- 6. The rear step.
- 7. The top of the compartments.
- 8. The rear of the apparatus.

# **SCBA CYLINDER COMPARTMENTS**

There shall be four (4) spare breathing air cylinder compartments recessed in the rear fender wells, two (2) left and two (2) right. The interior compartment shall be constructed of a high-density polyethylene plastic.

#### **DOOR FINISH**

The single or double SCBA compartments shall have a brushed stainless door equipped with a weather resistant flush fitting thumb latch. The interior of the door shall incorporate a rubber seal to keep the compartment free of road debris and moisture.

# **FENDER PANELS**

The rear side fenders shall be removable aluminum treadplate panels. The wheel liners shall be constructed of pre-formed material to provide a maintenance free, damage resistant surface.

### **GROUND LADDERS**

The apparatus shall be equipped with heavy duty, box type "I" beam rail, ground ladders. The ladders shall meet the requirements of NFPA 1931 to ensure proper design and that sufficient strength is available for the service intended. The ground ladders shall be constructed of aluminum with non-welded, field replaceable

rung to rail connections to simplify field repairs and removable plated steel butt spurs for added strength. A full 1/2", non-rotting, poly rope shall be provided for easy ladder operation.

- One (1) Alco-Lite PEL-24 24 ft. two-section aluminum extension ladder.
- One (1) Alco-Lite PRL-14 14 ft. aluminum roof ladder.
- One (1) Alco-Lite FL-10' 10 ft. folding ladder.

The ladders shall have lifetime Warranty against manufacturing defects.

#### **LADDER CHUTE**

There shall be a ladder chute installed in a section of the upper hatch compartment. The upper hatch compartments width shall be modified to accommodate customer specified ladders. The ladder chute shall have drains provided into the walkway. The top of the ladder chute shall have a vinyl cover to assist keeping water and other debris out of the chute.

# **LADDER CHUTE DOOR**

A smooth aluminum door shall enclose the ladders at the rear.

# **RECEIVER (Sides)**

A 2" receiver shall be provided and mounted directly to the apparatus chassis, extending out of the rear sides of the body. The receiver shall be 2" x 2" heavy wall tube and solidly re-enforced. The receiver shall be rated with a maximum capacity of 16,000 lbs. The receiver shall be designed for a 2-1 straight pull capacity (8,000 lbs).

# **RECEIVER (Rear)**

A 2" receiver shall be provided and mounted directly to the apparatus chassis, under the body sub frame. Receivers that mount to the body subframe shall not be acceptable. The receiver shall be 2" x 2" heavy wall tube and solidly re-enforced. The receiver shall be rated with a maximum capacity of 16,000 lbs. The receiver shall be designed for a 2-1 straight pull capacity (8,000 lbs).

### **WIRING**

Sufficient power shall be provided at the receiver for the intent of powering a winch.

# **LICENSE PLATE BRACKET**

A Cast Products LP0013 cast aluminum license plate bracket with LED light shall be provided at the rear of the apparatus.

# **BODY ELECTRIC SYSTEM**

All body electrical wiring in the chassis will be XLP cross link-insulated type. Wiring is to be color-coded and include function codes every three (3) inches. Wiring harnesses will be routed in protective, heat resistant loom, securely and neatly installed. Two power distribution centers will be provided in central locations for greater accessibility. The power distribution centers contain automatic thermal self-resetting breakers, power control relays, flashers, diode modules, daytime driving light module, and engine and transmission data links. All breakers and relays are utilized in circuits which amp loads are substantially lower than the respective component rating thus ensuring long component life. Power distribution centers will be composed of a system of interlocking plastic modules for ease in custom construction. The power distribution centers are function oriented. The first is to control major truck function and the second controls overhead switching and interior operations. Each module is single function coded and labeled to aid in troubleshooting. The centers also have accessory breakers and relays for future installations. All harnesses and power distribution centers will be electrically tested prior to installation to ensure the highest system reliability.

All external harness interfaces will be of a triple seal type connection to ensure a proper connection. The cab/chassis and the chassis/body connection points will be mounted in accessible locations. Complete chassis wiring schematics will be supplied with the apparatus.

The wiring harness contained on the chassis shall be designed to utilize wires of stranded copper or copper alloy of a gauge rated to carry 125% of maximum current for which the circuit is protected without exceeding 10% voltage drop across the circuit. The wiring shall be uniquely identified by color code or circuit function code, labeled at a minimum of every three (3) inches. The identification of the wiring shall be referenced on a wiring diagram. All wires conform to SAEJ1127 (Battery Cable), SAEJ1128 (Low Tension Primary Cable), SAEJ1560 (Low Tension Thin Wall Primary Cable).

All harnesses shall be covered with moisture resistant loom with a minimum rating of 300 Degrees Fahrenheit and a flammability rating of VW-1 as defined in UL62. The covering of jacketed cable has a minimum rating of 289 degree Fahrenheit.

All harnesses are securely installed in areas protected against heat, liquid contaminants and damage. The harness connections and terminations use a method that provides a positive mechanical and electrical

connection and are in accordance to the device manufacturer's instructions. No connections within the harness utilize wire nut, insulation displacement, or insulation piercing.

All circuits conform to SAE1292. All circuits are provided with low voltage over current protective devices. These devices are readily accessible and protected against heat in excess of component rating, mechanical damage, and water spray. Star washers are not used for ground connections.

# **BACK-UP ALARM**

An Ecco model SA917 automatic self-adjusting electronic back-up alarm producing 87-112 db shall be installed at the rear between the frame rails. It shall operate whenever the transmission's reverse gear is selected.

# STOP/TAIL/TURN/REVERSE LIGHTS

The rear stop/tail/turn/reverse lights shall be Whelen M9 series lights individually installed each side on the rear of the apparatus body. The stop/tail lights shall be LED model M6BTT located in the top position of the cluster. The amber arrow turn signals shall be LED model M9T located below the stop/tail lights. The reverse lights shall be LED model M9BUW located below the turn signals.

# **LED ICC/MARKER LIGHTS**

LED type ICC/marker lights shall be provided to meet D.O.T. requirements.

#### **STEP LIGHTS**

LED strip lighting or individually mounted lights shall be provided at the rear of the body to illuminate all stepping surfaces and walkway.

#### **GROUND LIGHTING**

The apparatus shall be equipped with lighting capable of illumination to meet NFPA requirements. Lighting shall be provided at areas under the driver and crew riding area exits and shall be automatically activated when the exit doors are opened. The ground lights shall be Amdor Lumabar H20 LED. Lighting required in other areas such as work areas, steps and walkways shall be activated when the parking brake is applied, provided the ICC lights are on.

Eight (8) additional Amdor Lumabar H20 ground lights shall be provided. The exact locations TBD at the preconstruction conference.

### **OPTICAL WARNING SYSTEM**

The optical warning system shall be capable of two separate signaling modes during emergency operations. One mode shall signal to drivers and pedestrians that the apparatus is responding to an emergency and is calling for the right-of-way and the other mode shall signal that the apparatus is stopped and is blocking the right-of-way.

A momentary rocker switch shall be provided near the driver and labeled Master Emergency to energize all of the optical warning devices provided. A secondary momentary rocker switch shall be provided near the officer. All lights shall operate at not less than the minimum flash rate per minute as specified by NFPA.

# **UPPER LEVEL WARNING DEVICES**

The upper level shall be divided into zones A (front), B (officer's side), C (rear) and D (driver's side).

Zone A (front) shall have one (1) Whelen Freedom IV 81" Model F4N1QLED light bar, with twenty (20) LED modules. The light bar shall have two (2) end red LED modules, four (4) corner red LED modules, twelve (12) forward-facing red LED modules and two (2) forward-facing white LED modules. The light bar shall have all clear outer lenses. The light bar shall be installed on the cab roof as far forward as possible with two (2) MK8H 5" cast aluminum risers.

Zone B (officer's side) shall be covered by the module from the light bar and the side-facing warning light.

Zone C (rear) shall have four (4) Whelen M9 series model M9\* LED warning lights installed on the upper rear of the apparatus. The lights shall be installed one (1) each side on the upper rear surface of the body (rearfacing) and one (1) each side on the driver and officer sides of the body in the upper rear corners (sidefacing).

Zone D (driver's side) shall be covered by the module from the light bar and the side-facing warning light.

# **LOWER LEVEL WARNING DEVICES**

The lower level shall be divided into zones A (front), B (officer's side), C (rear) and D (driver's side).

Zone A (front) shall have four (4) Whelen M6 series model M6\* Super LED warning lights.

The lights shall be installed two (2) each side on the front of the cab in the warning light housings.

Zone B (officer's side) shall have two (2) Whelen M6 series model M6\* Super LED warning lights and one (1) Whelen ION T-Series TLI\* Super LED warning light.

The lights shall be installed one (1) near the front corner of the apparatus, one (1) near the rear axle, and one (1) near the rear corner of the apparatus.

Zone C (rear) shall have two (2) Whelen M6 Series model M6\* Super LED warning lights installed one (1) each side on the lower rear of the apparatus.

Zone D (driver's side) shall have two (2) Whelen M6 series model M6\* Super LED warning lights and one (1) Whelen ION T-Series TLI\* Super LED warning light.

The lights shall be installed one (1) near the front corner of the apparatus, one (1) near the rear axle, and one (1) near the rear corner of the apparatus.

# **ADDITIONAL WARNING LIGHT BARS**

There shall be (2) additional Whelen Freedom IV 21"" LED light bars, Model F4MINI, each with five (5) LED modules. Each light bar shall have one (1) end red LED module, two (2) corner red LED modules, and two (2) forward-facing white LED modules. The light bars shall have all clear outer lenses. The light bars shall be installed on the cab roof each with two (2) MK8H 5"" cast aluminum risers.

# **ADDITIONAL WARNING LIGHTS**

There shall be (6) additional Whelen M6 Series model M6\* Super LED warning lights installed on the apparatus.

- (2) Front of the truck, (1) ea side of the grill below headlights mounted directly to the cab (reference Dalton Fleet)
- (1) ea side of the cab, centered above front wheels
- (2) rear of the body, (1) each side mounted mid-height

# **ADDITIONAL WARNING LIGHTS**

There shall be (6) additional Whelen ION T-Series TLI\* LED warning lights installed on the apparatus.

- (1) ea side of the body in the front corners of the rub rails
- (1) ea side of the body mid-ship of the body in rub-rails
- (2) rear of the truck, (1) ea side, inboard of tail lights

# **ADDITIONAL WARNING LIGHTS**

There shall be two (2) additional Whelen M9 series model M9\* LED warning lights installed on the apparatus at the front corners of the body

### TRAFFIC ADVISOR

One (1) Whelen TAL85 22" 2-piece LED traffic advisor shall be installed at the rear of the apparatus. The advisor shall have eight (8) amber LED light heads. The TACTL5 control head shall be mounted in a location specified by the fire department.

# **BROW MOUNTED LED SCENE LIGHT**

A Whelen Pioneer PFH2 brow mounted LED scene light shall be provided. The lamp head shall operate at 12 volts DC, draw 12.5 amps, and generate 16,000 lumens of light. The light shall be mounted at the front brow of the cab and shall be controlled from a switch in the cab.

#### **SCENE LIGHTS**

Four (4) pairs of Whelen M9 LED scene lights shall be installed.

- (1) ea side of the cab above fixed window
- (1) ea side of body, front corner
- (1) ea side of body, rear corner
- (2) rear of body, (1) ea side as high as possible (Below M9 Warning Lights)

# **ADDITIONAL 3-WAY SWITCH**

Four (4) additional 3-way switch shall be provided and mounted above the officers seat for the control of the following circuits:

Front Scene Left Scene Right Scene Rear Scene

The switches shall be three-way momentary switches to allow the circuit to be turned on from either the driver or officers seat position.

# **GENERATOR**

The apparatus shall be equipped with a complete electrical power generation system.

A Harrison hydraulic 10.0 KW generator model MAS – 16R/5A shall be provided and installed. The generator and wiring shall conform to present National Electric Codes as outlined in the National Fire Protection Association Standards.

The output of the generator shall be controlled by an internal hydraulic system. An electrical instrument gauge panel shall be provided for the operator to monitor and control all electrical operations and output. The generator shall be powered by a transmission power take off unit, through a hydraulic pump and motor. The generator shall be operable anytime that the apparatus engine is running and meeting the minimum range of 900 RPM's.

Height 14"

Width 24"

Depth 18"

Weight 273

Max kW 10.0

AMPS@120V 80

AMPS@240V 40

HP Required 20

Torque Required 82.9

Maximum Pressure 2800 psi

### **BREAKER BOX**

A circuit breaker box shall be provided with eight (8) spaces for breakers which shall be provided as needed. All wiring shall be installed in liquid tight conduit.

#### **BREAKER PANEL**

The breaker panel shall be located in the L1 Compartment and shall meet all requirements set forth by the National Electrical Code and NFPA guidelines.

### **AUTOMATIC TRANSFER SWITCH**

A Progressive Dynamics PD5100 30 amp automatic transfer switch shall be installed to automatically switch on board loads from shoreline power to generator power.

# **CORD REEL**

There shall be a Hannay Model ECR1614-17-18 electric rewind cable reel furnished and mounted in a compartment. The reel shall come complete with 200 feet of 10/3 Seoprene Water-resistant (SOW) yellow jacketed cable. A Hannay Type "C" roller assembly and HS-3 cable stop ball shall be provided.

### **REEL MOUNTING**

The reel shall be mounted in the upper hatch body compartments. The cord shall be accessible through the floor of the compartment. The access hole shall be outfitted with roller assembly to prevent abrasion to the cord with additional rollers to permit access to the outside of the truck.

#### **REEL MOUNTING**

The reel shall be mounted in the upper hatch body compartments. The cord shall be accessible through the floor of the compartment. The access hole shall be outfitted with roller assembly to prevent abrasion to the cord with additional rollers to permit access to the outside of the truck.

# **CL802A-W4 LIGHT TOWER**

A Command Light, manufactured by Command Light, part number CL802A-W4, light tower shall be provided for installation on the apparatus. The location of the light tower and its controls shall be installed according to instructions given by the customer and the requirements of the light tower manufacturer.

The light tower shall extend 131" above the mounting surface and shall extend to full upright position in less than 15 seconds. The overall size of nested light tower shall be approximately 43" wide x 74" long x 12" high and weigh approximately 300 pounds.

Light Tower Construction and Design

The light tower assembly shall be of aluminum construction, with stainless steel shafts and bronze bushings for long life and low maintenance.

The electrically controlled unit shall not require usage of the vehicle's air supply for operation, thereby eliminating the chance for air leaks in the vehicle braking system. Hydraulic or pneumatic type floodlights are not acceptable alternatives to the specified all electric light tower.

The light tower shall be tested to in wind conditions of 90 mph (150 kph) minimum. Other type floodlights that have not been tested to these conditions are not acceptable.

The light tower shall be capable of overhanging the side or back of the vehicle to provide maximum illumination to the vicinity adjacent to the vehicle for the safety of emergency personnel in high traffic conditions. Any tower that is only capable of rotations at the top of a pole is not an acceptable alternative to the specified tower.

# **Light Tower Electrical System**

The light tower shall be a two-stage articulating device with a lighting bank on top of the second stage capable of continuous 360 degree rotation. The light shall be elevated by electric linear actuators, one (1) actuator shall elevate the light bank and one (1) actuator shall adjust the light bank angle from 0 to 110 degrees. Power for the light bank shall be supplied through power collecting rings thus allowing continuous 360 degree rotation in either direction.

The tower base shall have a light that illuminates the envelope of motion during any movement of the light tower mast as required by NFPA1901.

### **Light Tower Controls**

The light tower shall be controlled with a hand-held 15 foot umbilical line remote control. The storage station for the remote control unit shall be equipped with a button to activate the "Auto-Park" automatic nesting feature. The controls on the remote box shall be:

- Two (2) buttons, one (1) for the upper light banks and one (1) for the lower light banks.
- One (1) button for optional light bank rotation.
- One (1) button for the optional strobe.
- One (1) button for lamp tree rotation.
- One (1) button for elevating lower stage.
- One (1) button for elevating upper stage.
- One (1) indicator light to indicate when light is out of roof nest position.
- One (1) indicator light to indicate when light is rotated to proper nest position.

# **Light Tower Floodlights**

The Command Light shall be equipped with the following bank of floodlights:

Floodlight manufacturer: Whelen Engineering

Number of lamp heads: Eight (8) Pioneer Plus PFP4 AC LED

Voltage:120 VAC

Watts of each lamp head:300 watts Total watts of light tower:2,700 watts

Total Lumens of light tower: 327,072 lumens

Configuration: The light heads shall be mounted in four (4) on each side of the light tower, giving two (2) vertical lines of four (4) when the lights are in the upright position.

# **CORROSION REDUCTION POLICY**

The manufacturer shall have in place a formal corrosion reduction program and assembly procedures designed for reducing and eliminating the possibility of corrosion. It is understood that fire apparatus will operate in harsh environments. At the time of the bid the apparatus manufacturer shall show proof of a corrosion policy. Failure to submit this information could be grounds for rejection. If a formal policy is not in place explain in your bid how your firm will take the necessary steps for corrosion reduction. There will be no exception to this requirement.

In addition to a formal program the manufacture shall show proof of testing corrosion reduction processes to ASTMB117. A copy of recent test shall be included in the bid.

#### Frame Rails

The chassis frame rails shall be coated with a high performance, two component, reinforced inorganic zinc rich primer with a proven cathodic protection makeup preferably Cathacoat 302HB. The surface shall be clean and free of all salts, chalk and oils prior to application. Where the primer has been broken during the frame assembly process the area shall be touched up to reestablish the seal. Prior to finish paint a second primer Devran 201 shall be applied. Once the assembly of the frame is complete and the second primer is applied the entire assembly shall be covered with high quality top coat paint preferably Imron 5000 or equal. The manufacturer shall submit with the bid a copy of the product brochure and or description of the primer to be used.

#### **Electro Plating**

Steel and Iron brackets such as the pump module bracket shall be Zinc plated to protect against corrosion. Plating shall be in accordance with ASTM B663. The apparatus manufacturer shall list all components with plating.

#### **Fasteners**

In any area that a stainless steel screw or bolt head is to come in contact with aluminum or steel, painted or non-painted, the fastener shall have the underside if the head pre-coated with nylon. The nylon coating shall act as a barrier between the fastener head and the metal or painted surface.

Screw or bolt taped into the metal shall be pre-coated with a Threadlocker type material pre-applied on the threads.

When bolting together stainless steel the manufacturer shall use a pan-head bolt with nylon coating under the head, a stainless washer with a rubber backing, and a Stover flange nut to secure the bolt.

When mounting aluminum components such as a step to the apparatus body. The manufacturer shall use stainless washers with rubber backing. All mounted components shall a barrier material between the two surfaces.

All rivet type fasteners shall be of the same material being secured.

Whenever possible, pre-drill and tap all holes for mounting components such as lights, steps and hand rails prior to the paint process to reduce the corrosion opportunity. If a hole must be drilled into a previously painted surface, re-establish the paint barrier around the hole and use a flange-type nutsert with a gasket under the flange.

Where possible, minimize the number of stainless trim screws in aluminum. Structural tape and or adhesive shall be used where possible for mounting trim to the body or cab.

If a pre-treated screw or bolt is not available, hand apply Dynatex Boltlocker or Theadlocker on the threads of the screw, bolt or nutsert. This will help seal threads from moisture and help prevent the fasteners from loosening.

If lubricant is used when tapping the hole, clean out the lubricant and the shavings before applying blue Threadlocker into the hole.

#### **Barrier Tape**

Barrier tape shall be used on the backsides of all lights, trim pieces, or other components when bolting them to the apparatus; also when attaching stainless steel over an aluminum surface or when attaching aluminum treadplate to the stainless steel. All instances of dis-similar metals contacting each other require the addition of barrier tape between the metals where contact is made.

Before applying the tape, be sure the metal surface is clean from oil or dirt by cleaning the surface with a 50/50 mix of alcohol and water pr similar solvent.

# Gaskets

Gaskets shall be used under all snaps, loops and fasteners for such items as for hose bed covers. Reestablish paint seal around the mounting hole edges after drilling.

Mounting with Threadlocker coating shall be used.

Flat washers with rubber backing shall be used behind all lights that have stainless screws.

### Rollup Doors

1 3/4" X 1/16" barrier tape shall be used on the frame opening to act as barrier between the aluminum door rail and the painted door opening surface.

Use a paint stick around the holes after drilling and tapping. In mounting the rails, use screws with the nylon under the head and Threadlocker on the threads for mounting the doorframes.

Install barrier tape to the painted surface where the trim is located on top of the door opening.

### **Hinged Doors**

Barrier tape shall be applied to the painted surface of the body and on the painted hinge side of the door.

On the hinge side, mount tape out toward the edge to space over the barrel of the hinge, being sure to not touch the door.

Make sure the hinge fits into the extrusion frame with no corner weld beads interfering with the door fit. Do not put the hinge in a bind or cause the stainless steel hinge to touch the aluminum. Install the doors using a truss head bolt with the nylon coating under the head and Threadlocker on the threads.

# Painting Steel

The manufacturer shall wipe any oil residue dry, remove any rust and remove weld slag or smoke. Clean the surface with solvent before painting. Prime with one even coat of black Color primer, and then spray a topcoat over the primer for the finish coat. After bolts are tightened to the proper torque, touch up the bolt area and ends of the bolts with primer or cold galvanizing coating.

### Mounting Emergency Lights and Options

All emergency lights, accessory mountings, Kussmaul covers, and 110 outlet boxes mounted to the body should be mounted with pre-coated Threadlocker and nylon under the head screws or bolts to minimize corrosion between dissimilar metals.

# **Electrical Grounding**

Grounding straps shall be installed consisting of a minimum 2-gauge strap bolted to the chassis frame.

A ground cable from the cab to the right side frame rail

From the alternator to the right side frame rail

From the pump module frame to the right side truck frame.

Aerials: from the hydraulic and pump module framework.

From the pump mount to the truck frame rail.

From the body module to the right side truck frame.

Proper grounding will help eliminate ground loop problems throughout the truck, reducing the possibility for electrolysis and corrosion to occur. Provide clean connection points on all ground connections, (remove paint where applicable), and spray or brush on electrical sealer as necessary.

When installing foam system pump wiring the power must come from a dedicated breaker to a power solenoid, and then to the power terminal provided by FoamLogix or FoamPro. Pay particular attention to the grounding detail for wire size and good grounding practice, including removing the paint at the point of ground attachment to the chassis. Keep the length of ground wire as short as practically possible.

# **SALT SPRAY TESTING**

Salt spray test shall be used to confirm the relative resistance to corrosion of coated and uncoated metallic specimens, when exposed to a salt spray climate at an elevated temperature. Test specimens shall be placed in an enclosed chamber and exposed to a continuous indirect spray of neutral (pH 6.5 to 7.2) salt water solution, which falls-out on to the specimens at a rate of 1.0 to 2.0 ml/80cm²/hour, in a chamber temperature of +35C. This climate shall be maintained under constant steady state conditions.

#### Method

Salt fog testing shall be performed by placing samples in a test cabinet that has been designed in accordance with Paragraph 4 (Apparatus) of ASTM B117 and operated in accordance with Paragraph 10 (Conditions) of ASTM B117.

A 5% salt solution, prepared by dissolving sodium chloride into water that meets the requirements of ASTM D1193 Specification for Reagent Water, Type IV is supplied to the chamber. At the time the samples are placed into test, the cabinet should be pre-conditioned to the operating temperature of 35°C and fogging a 5% salt solution at the specified rate. The fog collection rate is determined by placing a minimum of two 80 sq. cm. funnels inserted into measuring cylinders graduated in ml. inside the chamber. One collection device shall be located nearest the nozzle and one in the farthest corner.

#### Orientation

Unless otherwise agreed upon, the samples are placed at a 15-30 degree angle from vertical or tested in the "installed" position. This orientation allows the condensation to run down the specimens and minimizes condensation pooling. Overcrowding of samples within the cabinet should be avoided. An important aspect of the test is the utilization of a free-falling mist, which uniformly settles on the test samples. Samples should be placed in the chamber so that condensation does not drip from one to another.

#### Test durations

Test durations shall be 500 hours except for sample rotation and daily monitoring of collection rates, the cabinet should remain closed for the duration of the test.

### **PAINTING**

All exposed metal surfaces not chrome plated, polished stainless steel or bright aluminum tread plate shall be thoroughly cleaned and prepared for painting. All irregularities in painted surfaces shall be rubbed down and all seams shall be caulked before the application of the finish coat.

All removable items such as brackets, compartment doors, door hinges, trim, etc. shall be removed and painted separately to insure finish paint behind all mounted items. Body assemblies that cannot be finish painted after assembly shall be finish painted before assembly. Both aluminum and steel surfaces to be painted shall be primed with a two (2)-component primer which is compatible with the finish coat. The apparatus shall be finish painted with a polyurethane base/clear system. "No Exception"

A barrier gasket/washer of "High Density Closed Cell Urethane Foam" shall be used behind all lights, handrails, door hardware and any miscellaneous items such as stainless steel snaps, hooks, washers and acorn nuts. The gaskets/washers shall be coated with pressure sensitive acrylic adhesive. All screws used to penetrate painted surfaces shall be pre-treated/coated under the head with nylon and the threads shall have pre-coat #80. This procedure shall be strictly adhered to for corrosion prevention and damage to the finish painted surfaces.

The following paint process shall be utilized:

# Surface Preparation:

- 1. Wash surface thoroughly with mild detergent.
- 2. Clean and de-grease with Prep-Sol 3812S.
- 3. Sand and feather edge using 400 grit or finer on a dual action sander.
- 4. Remove sanding dust with a cleaner compatible with polyurethane base coat/clear coat final finish.

### Substrate treatment:

1. Use a Metal Conditioner followed with a Conversion Coating product.

#### Priming:

- 1. Use a priming 615S pretreatment.
- 2. Use a self etching primer applied to achieve a 1.5 mil dft minimum.
- 3. Use Prime N Seal sealer compatible with polyurethane base coat.

#### Color Coat:

1. Apply polyurethane base coat 1-2 mil dft minimum.

#### Clear coat:

1. Apply polyurethane clear coat 2 mil dft minimum.

### **PAINT TWO TONE**

The cab and body shall be two (2) colors. The placement of the paint break shall be determined at the preconstruction conference.

# **CAB PAINT BREAK LOCATION**

The paint break line shall be at the bottom of the windshield.

# **BODY PAINT BREAK LOCATION**

The paint break line shall be at the top of the compartments

## **PAINTED FRAME**

The frame rails and body rear drop shall be painted glossy black.

### AIR CONDITIONING CONDENSER

The air conditioning condenser shall be painted to match the cab roof, black

# **GRAPHICS PACKAGE, DALTON - GA**

The graphics shall be identical to the current Dalton, GA graphics scheme. Pictures can be provided or a visit to Fire Station #1 if desired can be scheduled.

# REFLECTIVE MATERIAL, CHEVRON STRIPING, INTERIOR CAB DOORS, ORAFOL REFLEXITE

The apparatus shall have reflective Orafol Reflexite Chevron striping affixed to the inside of each cab door. The striping shall be plainly visible to oncoming traffic when the doors are in the open position.

A 1/2" 22KT gold stripe with printed edges stripe shall be provided along the cab paint break.

# **STRIPING**

A 6" Scotchlite stripe shall be provided across the front of the cab and along each side of the apparatus.

An additional 1" Scotchlite stripe shall be provided.

### CHEVRON STRIPING, REAR BODY OUTBOARD, ORAFOL REFLEXITE

The apparatus shall have 6" red and yellow reflective Orafol Reflexite Chevron style striping affixed to the outboard rear body panels. The striping will be set in a manner to have the effect of an inverted "V" shape. The stripe will travel low to high from the outside to the inside.

#### CHEVRON STRIPING, LADDER CHUTE DOOR, ORAFOL REFLEXITE

The ladder chute door shall have 6" red and yellow reflective Reflexite Chevron style striping affixed to it. The striping will be set in a manner to have the effect of an inverted "V" shape. The stripe will travel low to high from the outside to the inside.

# MISCELLANEOUS EQUIPMENT FURNISHED

1 pt. touch-up paint

A bag of stainless steel nuts and bolts, as used in the construction of the apparatus.

#### WHEEL CHOCKS

Two (2) Ziamatic #SAC-44 folding wheel chocks with SQCH-44H holders shall be provided. The wheel chocks shall be located in an area close to the rear axles easily accessible from the side of the apparatus.

#### **OPERATION AND SERVICE MANUALS**

Complete "Operation and Service" manuals shall be supplied on two (2) USB flash drives with the completed apparatus. Service manual instructions shall include service, maintenance and troubleshooting for major and minor components of the truck. The apparatus manufacturer shall supply part numbers for major

components (i.e. Engine, Axles, Transmission, Pump, etc.). A table of contents, hydraulic, air brake and overall apparatus wiring schematics shall be included.

A video demonstration on the operation of the truck shall be supplied on the flash drive.

# **DELIVERY**

The completed apparatus shall be driven under it's own power to the fire department. An operational demonstration shall also be provided at the time of delivery.

# **DEALER PREP/INSPECTION**

The apparatus dealer responsible for the sale of the apparatus shall perform a pre-delivery inspection of the apparatus prior to the customer taking possession of the vehicle. This inspection allows for the dealer to record all applicable part and serial numbers for the apparatus so that service and parts can be easily facilitated during the service life of the vehicle. This inspection also allows for a second quality control check, prior to the apparatus being placed in service.

# **WARRANTIES**

The following warranties shall be supplied. See warranty documents for complete coverage details of each warranty provided.

The apparatus shall be warranted to be free from mechanical defects in workmanship for a period of one (1) year. The apparatus shall be covered for parts and labor costs associated with repairs for a period one (1) year.

Life-time warranty on the frame.

Ten (10) year cab structural warranty.

Ten (10) body structural warranty.

Ten (10) year warranty on paint.

The OEM warranties shall be applied for all major components.

### MANUFACTURING & LOCATIONS

The apparatus will be manufactured in facilities wholly owned and operated by the company. A complete stock of service parts, and service shall be provided on a 24 hours around the clock basis. The company shall maintain parts and service for a minimum period of twenty (20) years on each apparatus model manufactured.

# **SHELVING & TRAY ALLOWANCE - \$25,000**

There shall be a \$25,000 allowance for the utilization of adjustable shelves, slide-out trays, vertical toolboards, swing-out toolboards and turtle tile.

State the unit price of each item below:

- (1) Adjustable Shelf -
- (1) 600# 100% Slide-out Tray -
- (1) 250# Slide-Out Toolboard -
- (1) 250# Swing-Out Toolboard (Single) -
- (1) 250# Swing-Out Toolboard (Double) -

Turtle Tile Per Surface -

# **CUSTOM EQUIPMENT MOUNTING ALLOWANCE - \$25,000**

There shall be a \$25,000 allowance for the utilization of custom equipment mounting and fabrication of brackets, compartments, ectera. This includes

PAC Mounts
Straps of all lengths
Hydraulic Rescue Tool Brackets
Air-Bag Storage Compartment
RIT Equipment Storage Compartment
Paratech Storage Compartment

### MOUNT OF CUSTOMER SUPPLIED KNOX BOX

The customer supplied Knox Box shall be mounted in the cab in customer desired location.



# **CITY COUNCIL AGENDA REQUEST**

Meeting Type: Mayor & Council Meeting

Meeting Date: June 5, 2023

Agenda Item: Croy Task Order #8 Site Design for Hangar Development at

Airport

**Department:** Airport

**Requested By:** Andrew Wiersma

Reviewed/Approved

by City Attorney?

Yes

**Cost:** \$157,778.60

**Funding Source if Not** 

in Budget

State Grant

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

State funded grant has provided \$2,250,000 for hangar development at the Dalton Airport. Task order is for Croy Engineering to begin design work for hangar development under this project grant. Design is for up to four (4) corporate hangars and up to ten (10) t-hangars on three (3) different building sites.

### TASK ORDER NUMBER EIGHT

Croy #: 2106.009

This Task Order is made as of this <u>5</u> day of <u>June</u>, 2023, under the terms and conditions established in the MASTER AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES (the Agreement), between CITY OF DALTON (OWNER) and CROY ENGINEERING, LLC (ENGINEER). This Task Order is made for the following purpose, consistent with the Project defined in the Agreement:

Preparation of Design Plans and Contract Documents for T-Hangar and Corporate Hangar Developments

### **Section A - Scope of Services**

The Engineering Design Services will consist of project formulation; preparation of construction drawings and specifications necessary to complete the project. The design services will include the following elements of work:

T-Hangar and Corporate Hangar Development

- Up to four (4) Corporate Hangars on two separate sites "A" (Two Hangars) and "B" (One or Two Hangars)
- Up to ten (10) "stacked" T-hangars (approx. 44-48' wide by 37' deep) restrooms on each end. This is considered Site Area "C"
- Concrete "slab" foundations for all buildings
- Taxilane and asphalt expansion to access T-hangars at Site Area "C"
- All necessary water, electricity, and sewer hook-ups, as directed by owner



The Engineering Design Services will consist of project formulation, preparation of construction drawings and specifications necessary to complete the project, the necessary documents to advertise for bids, receive construction proposals and award construction contract, as well as coordination with the Georgia Department of Transportation (GDOT), Aviation Programs. The design and bid phase services will include the following elements of work:

Page 1 of 8

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#### **Element 1 – Project Formulation and Coordination** shall include:

- 1. The preparation of work scope and fees
- 2. A pre-design/scoping meeting with GDOT & the Sponsor
- 3. Preparation and coordination of the Categorical Exclusion Checklist per FAA Order 5050 4B and 1051.1F

Croy #: 2106.009

- 4. Preparation and submittal of Form 7460 and Construction Safety Phasing Plan (CSPP) to GDOT and FAA
- 5. Attend one (1) site visit to observe existing site conditions.

## **Element 2 – Survey** shall include:

- 1. Field Data Collection will include the field time for a survey crew to locate and conduct a field run topographic survey and provide surface elevations of the future hangar development area (approximately 4 acres) shown in Exhibit 1 below. The scope of field data collection shall include the following:
  - Site reconnaissance to determine survey limits and identify features to be located and take photos of the site as needed.
  - Establish survey control.
  - Field topographic survey
  - Locate existing edge of pavement in the survey limits, including elevations 10' inside pavement edge at designated future pavement tie-in areas.
  - Locate storm drains or sewer drains in the survey limits, prepare sketches, obtain inverts, pipe size, type information and direction of flow.
  - Locate swales, ditches, storm and sewer structures and drains.
  - Locate power poles, guy anchors, guy poles, utility poles, wires, power boxes, and pads.
  - Locate visible water meters, gas meters, valves, hydrants, sprinkler heads.
  - Locate paint markings and stripes, aircraft tie downs, light poles and ground lights, EOP, etc.
- Office Reduction of Field Collected Data shall include the required office work for the reduction of the field gathered survey information and will be the basis for the engineering design and documents.
- 3. **Preparation of Survey Plan** the survey information will be prepared and converted into an AutoCAD .dwg file to be incorporated into the engineering base file(s).

Exclusions: This proposal does not include the following items: easement exhibit plats, boundary survey or ties to property lines, engineering work, ALTA survey, recording the survey, boundary line disputes, preparation of legal descriptions, dividing property, court costs stemming from a boundary dispute, additional field work due to lack of evidence,

re-staking of any features originally placed on the ground by our crews, fees associated with accessing property, easements not of record or underground utility locations, any efforts associated with rezoning the property, environmental Phase 1 considerations, Subsurface Utility Engineering Level A or B utility locations performed by Croy personnel.

Croy #: 2106.009

#### **Element 3 – Geotechnical Investigation** shall include:

 Geotechnical Investigation and Evaluation will be performed by a subconsultant to Croy in general accordance with FAA 150-5320-6G Airport Pavement Design and Evaluation and shall include predesign subsurface investigations for borings and soil samples in the future hangar development areas. This phase will include the field work, lab analysis, pavement design recommendation, and geotechnical report. See attached scope of work from proposed sub-consultant Geo-Hydro (Exhibit II).

#### Element 4 – Construction Plans will consist of:

- 1. **Cover Sheet** listing the name of the airport, description of the project, vicinity and location maps, project number and index of drawings.
- Summary of Quantities Sheet listing the name pay item number, specification number, name of each pay item, unit of measure and estimated quantities determined during the design phase.
- 3. **General Notes** listing the overall project notes and any otherwise pertinent information to the project or project site as a whole.
- 4. **Abbreviations & Legend** listing the abbreviations used in the design set and including the guide to the common symbols used in the design set.
- 5. **Project Layout and Construction Safety Phasing Plan** including a sketch of the airport, existing property lines, the airport operation area, contractor access route and staging area, and general project safety relative to the airport during construction.
- 6. **Construction Phasing Plan** will show the specific phasing of the project elements and construction activities.
- 7. Existing Conditions and Demolition Plan will show existing conditions provided by the surveys illustrating the current condition of the project site. These plans will also show the areas and items that are to be removed, relocated, cleared, etc. for the development of project site.
- 8. **Grading and Drainage Plan** consists of the utilization of the topographic survey in refining the existing grading plan for the proposed hangar development, including the following:
  - a. Analysis and evaluation of existing apron and taxiway slopes to ensure current FAA compliance.

b. Analysis and evaluation of stormwater collection from proposed development to prevent ponding and ensure proper conveyance away from site.

Croy #: 2106.009

- c. Analysis and evaluation of areas to be milled and overlaid at areas of pavement tie-in.
- d. Design of new storm drain inlets and associated storm lines.
- e. Profiles of new storm lines.
- 9. **Typical Sections** will delineate the width and typical makeup for the various sections of pavement included in the project.
- 10. Paving and Jointing Plans and Details will provide a layout of the paving for the rehabilitation or reconstruction including any joints with existing pavement to remain. The details for the pavement and joints will be included as support for the design.
- 11. Pavement Marking and Striping Plans and Details will provide a layout of the pavement marking and striping for the airfield and landside pavements and the details will support the layout.
- 12. Construction Details will be provided to support the design.
- 13. **Utility Plans and Details** will provide a layout for providing water, sewer, and electrical services to the proposed hangar buildings.
- 14. **Erosion Control Plans and Notes** will provide three-phase NPDES plans for the protection of the land disturbance areas of this project.
- 15. **Erosion Control Details** will be provided to support the design of the erosion control materials and systems.
- 16. Hangar Buildings Concrete Slab Plans and Details will provide a layout of the concrete foundations for the proposed hangar buildings. Also included are the structural details, anchor bolt and footing details and slab thickness.
- 17. **T-Hangar Building Plan** will be provided for the T-hangars.
- 18. **Corporate Hangar Building Plan** will be provided for the corporate hangars.
- 19. **Electrical Plans and Details** will utilize an architectural subconsultant for service to the new hangar buildings.
- 20. **Mechanical Plan and Details** will utilize an architectural subconsultant for fire protection of new hangar buildings.

Element 5 – Contract Documents (booklet) including the advertisement for bids, instructions to bidders, bid documents, contract documents, bid bond, performance bond, payment bond,

Page 4 of 8

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and FAA and/or GDOT specifications to include Special Provisions to published specifications. This element shall include preparation of an engineering cost estimate for the project. Also included in this element is the anticipated monthly update report to the GDOT Project Manager identifying the aspects of the project that have been accomplished or focused on during the preceding month.

Croy #: 2106.009

**Element 6 – Engineers/Design Report** shall include a detailed description of the project construction, design calculations, and discussion of rational for design decisions, including site suitability, best use, hangar size, etc..

**Element 7 – Coordination, Review, and Comments** will be addressed throughout the project through team, client, and agency coordination and meetings. GDOT comments will be addressed after the 90 percent submittal to GDOT.

**Element 8 – Bid Phase Services** shall include coordination and preparation of the Advertisement for Bid (AFB), assisting with posting the project to local media and state procurement website, planning, attending, and administering the Pre-Bid Meeting, receiving, and responding to Requests for Information (RFI's), managing the Plan Holders List, attending and administering the Bid Opening, and preparation of Bid Results Tab and Bid Recommendation Letter.

#### Element 9 – ALP Red-Line Update

Site "A" is not currently represented on the current Airport Layout Plan (ALP) as a future hangar site. A 'redline" update of the most recent ALP will be prepared to reflect the proposed construction.

This project will be designed in accordance with the provisions of the Federal Aviation Administration (FAA) Advisory Circular 150/5300-13B, dated 3/31/2022. All construction details will conform to FAA Specifications and indicate published specification reference. GDOT Specifications will be used in absence of FAA Specifications with approval by agency.

Deliverables will consist of electronic Plans and Specifications to GDOT for review and comment prior to the bidding phase. One (1) electronic (pdf) set of the final plans and specifications; and one copy of the final plan and one (1) electronic copy of the plan set in AutoCAD format will be provided to GDOT for the project. The 7460 and CSPP documents will be submitted to GDOT for review prior to initial submittal to FAA. Construction contract from GDOT will not be initiated until receipt of all deliverables.

#### Section B - Schedule

ENGINEER shall perform the Services and deliver the related Documents (if any) according to the following schedule: Work shall begin within ten (10) days of the notice to proceed. A signed copy of this Task Order will serve as ENGINEER's notice to proceed.

#### **Section C - Compensation**

- 1. In return for the performance of the foregoing obligations, OWNER shall pay to ENGINEER the amount of \$157,778.60, payable according to the following terms:
  - a. Invoicing will be submitted monthly for work completed to-date.

b. A lump sum fee applies for each task as follows and shall be billed based upon percentage of work completed to-date. Expenses for services such as mileage, document reproduction, permit application fees, shipping costs, etc. are not included in the lump sum fee, and shall be billed separately as a reimbursable expense. The lump sum fee and estimated budgets for expenses are as follows:

Element 1 – Project Formulation  Lump Sum Fee: \$ 15,422.99  Estimated Expenses: \$ 237.50	\$ 15,660.49
Element 2 – Survey Work  Lump Sum Fee: \$ 11,091.27  Estimated Expenses: \$ 0.00	\$ 11,091.27
Element 3 – GeoTechnical Investigation  Lump Sum Fee: \$ 20,843.82  Estimated Expenses: \$ 0.00	\$ 20,843.82
Element 4 – Construction Plans  Lump Sum Fee: \$80,471.39  Estimated Expenses: \$200.00	\$ 80,671.39
Element 5 – Contract Documents  Lump Sum Fee: \$ 7,732.48  Estimated Expenses: \$ 75.00	\$ 7,807.48
Element 6 – Engineer's/Design Report & As-Builts  Lump Sum Fee: \$ 5,910.50  Estimated Expenses: \$ 0.00	\$ 5,910.50
Element 7 – Coordination, Review and Comments  Lump Sum Fee: \$ 8,134.63  Estimated Expenses: \$ 75.00	\$ 8,209.63
Element 8 – Bid Services	\$ 6,746.19
Lump Sum Fee: \$ 6,546.19 Estimated Expenses: \$ 200.00	

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

#### Section D - Owner's Responsibilities

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

**ENGINEERING DESIGN TOTAL** \$157.778.60

all costs incident to compliance with the following:

N/A

## **Section E - Other Provisions**

The	narties ad	ree to	the f	ollowing	provisions	with res	nect to	this s	necific <sup>1</sup>	Task	Order
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N/A

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

OWNER:	ENGINEER:
CITY OF DALTON	CROY ENGINEERING, LLC
DAVID PENNINGTON Mayor	GREGORY D TEAGUE, P.E. CEO
ATTEST:	ATTEST:
	PATTELLET. LENTON
	PATRICK T. LENTON, P.E.

**Aviation Division Manager** 

# **Exhibit "B" Hourly Rate Schedule**

Croy Engineering, LLC GDOT HOURLY RATES

	Billing						
	Rate						
	Raw+OH+						
	Profit+FC		6565 6H		- C.	OU. 5 . (1)	<b></b>
Employee Category	СМ	Raw Rate	GDOT OH	Raw+OH		OH+Profit	FCCM
Updated: July 1, 2022			216.47%	,	10.00%	L	0.40%
Principal	\$246.61	\$70.76	\$153.17	\$223.93	\$22.39	\$246.33	\$0.28
Project Manager	\$209.46	\$60.10	\$130.10	\$190.20	\$19.02	\$209.22	\$0.24
Engineer 3	\$198.13	\$56.85	\$123.06	\$179.91	\$17.99	\$197.90	\$0.23
Engineer 2	\$174.26	\$50.00	\$108.24	\$158.24	\$15.82	\$174.06	\$0.20
Engineer 1	\$154.22	\$44.25	\$95.79	\$140.04	\$14.00	\$154.04	\$0.18
Designer 2	\$134.04	\$38.46	\$83.25	\$121.71	\$12.17	\$133.89	\$0.15
Designer 1	\$124.32	\$35.67	\$77.21	\$112.88	\$11.29	\$124.17	\$0.14
Tech 2	\$113.93	\$32.69	\$70.76	\$103.45	\$10.35	\$113.80	\$0.13
Tech 1	\$108.60	\$31.16	\$67.45	\$98.61	\$9.86	\$108.47	\$0.12
CADD Operator	\$100.55	\$28.85	\$62.45	\$91.30	\$9.13	\$100.43	\$0.12
Admin	\$93.37	\$26.79	\$57.99	\$84.78	\$8.48	\$93.26	\$0.11
RLS/Survey Manager	\$201.06	\$57.69	\$124.88	\$182.57	\$18.26	\$200.83	\$0.23
Crew (2-Person)	\$186.81	\$53.60	\$116.03	\$169.63	\$16.96	\$186.59	\$0.21
Crew (3-Person)	\$251.63	\$72.20	\$156.29	\$228.49	\$22.85	\$251.34	\$0.29
Field Rep 3 (Regular Time)	\$126.86	\$36.40	\$78.80	\$115.20	\$11.52	\$126.71	\$0.15
Field Rep 3 (Overtime)	\$182.83	\$52.46	\$113.56	\$166.02	\$16.60	\$182.62	\$0.21
Field Rep 2 (Regular Time)	\$108.14	\$31.03	\$67.17	\$98.20	\$9.82	\$108.02	\$0.12
Field Rep 2 (Overtime)	\$155.33	\$44.57	\$96.48	\$141.05	\$14.11	\$155.16	\$0.18
Field Rep 1 (Regular Time)	\$103.54	\$29.71	\$64.31	\$94.02	\$9.40	\$103.43	\$0.12
Field Rep 1 (Overtime)	\$118.46	\$33.99	\$73.58	\$107.57	\$10.76	\$118.32	\$0.14
Land Acq Admin	\$93.37	\$26.79	\$57.99	\$84.78	\$8.48	\$93.26	\$0.11
Land Acq Negot Agent Trainee	\$86.78	\$24.90	\$53.90	\$78.80	\$7.88	\$86.68	\$0.10
Land Acq Negot Agent 1	\$89.22	\$25.60	\$55.42	\$81.02	\$8.10	\$89.12	\$0.10
Land Acq Negot Agent 2	\$110.13	\$31.60	\$68.40	\$100.00	\$10.00	\$110.00	\$0.13
Land Acq Negot Agent 3	\$132.40	\$37.99	\$82.24	\$120.23	\$12.02	\$132.25	\$0.15
Land Acq Reloc Agent	\$127.56	\$36.60	\$79.23	\$115.83	\$11.58	\$127.41	\$0.15
Land Acq Relo Benefits Pkg	\$127.56	\$36.60	\$79.23	\$115.83	\$11.58	\$127.41	\$0.15
Land Acq ROW Mngr	\$142.51	\$40.89	\$88.51	\$129.40	\$12.94	\$142.35	\$0.16
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Please note that expenses such as mileage, document reproduction, permit application fees, shipping costs, etc. are not included in the fees above, and shall be billed separately as a reimbursable expense.



# CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: June 5, 2023

**Agenda Item:** 2024-2026 DBE Goals Update at Airport

**Department:** Airport

**Requested By:** Andrew Wiersma

Reviewed/Approved by City Attorney?

No

**Cost:** \$11,563.21 (90% reimbursable)

Funding Source if Not General Fund

in Budget

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

Federal Regulation 49 CFR Part 26.21(3) states, grant recipients for airport planning or development who will award prime contracts, the cumulative total value of which exceeds \$250,000 in FAA funds in a federal fiscal year, must have a DBE Program, therefore, the Airport Sponsor must set DBE goals. Airport Sponsors must forecast what they expect to award over the course of the 3-year plan period (FY24-26) and set overall goals for any year where they expect to meet or exceed the \$250,000 threshold in FAA funds. This required update to DBE goals is eligible for 90% Federal reimbursement in a future grant contract, reducing the local cost to \$1156.32. Croy task order 9 is for completion of this update.

#### TASK ORDER NUMBER NINE

This Task Order is made as of this \_5\_ day of \_June\_\_\_\_\_, 2023, under the terms and conditions established in the MASTER AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES (the Agreement), between CITY OF DALTON (OWNER) and CROY ENGINEERING, LLC (ENGINEER). This Task Order is made for the following purpose, consistent with the Project defined in the Agreement:

#### PREPARATION OF FY 2024 - 2026 DBE PLAN UPDATE

### **Section A - Scope of Services**

#### **Proposed Scope**:

The Engineering Planning Services will consist of the preparation of a Disadvantaged Business Enterprise (DBE) Plan Update for Fiscal Year (FY) 2024 through FY 2026 at the Dalton Municipal Airport. The DBE Plan Update is needed to incorporate the FY 2024 DBE goal into the contract documents and specifications for the scheduled FY 2024 construction projects at the Dalton Municipal Airport.

Element 1 – Project Formulation, Coordination, and DBE Plan Update shall include the preparation of work scope, fees, and sub-consultant agreement with Taffy Pippin Consulting, LLC, a qualified sub-consultant. This element shall include preparation of the FY 2024-2026 DBE Plan Update by Taffy Pippin Consulting in accordance with the provisions of 49 CFR Part 26, "Participation by Disadvantage Business Enterprise in DOT Programs" and will include the following:

- Provide a proposed legal advertisement for public input into proposed DBE goals for the City of Dalton within seven working days of the issuance of a "Notice to Proceed";
- 2. Develop Interim goals for DBE participation in the FAA project with its associated methodology for the City of Dalton for coordination with the FAA within seven working days following the issuance of a "Notice to Proceed";
- 3. Within seven working days, following final input from the public pertaining to proposed DBE goals, establish final goals and methodology for submission to the FAA:
- 4. Develop a DBE Plan Update in accordance with 49 CFR, Part 26 suitable for final coordination by the City of Dalton with the Southern Region of the FAA. Atlanta, Georgia:
- 5. Provide two copies of the final plan update, for coordination.
- Conduct stakeholder consultation teleconference.
- 7. Submit all documents to the FAA through the civil-rights-connect portal.

Croy Engineering shall provide Taffy Pippin Consulting, LLC with data on which to base the proposed and final DBE goals for this Project, which includes updating the project list and project costs for each fiscal year as needed. Croy will also participate in the stakeholder conference call meeting, review the draft plan and facilitate the coordination of the approved plan between Taffy Pippin Consulting, the City of Dalton, and the Federal Aviation Administration.

The proposed services will be completed within approximately 60 days of the Notice to Proceed (NTP). Note: The proposed schedule is relative to Croy Engineering being issued the NTP by the City of Dalton. Days shown are business days.

Deliverables will consist of one electronic copy of the FY 2024 – FY 2026 DBE Plan Update.

#### Section B - Schedule

ENGINEER shall perform the Services and deliver the related Documents (if any) according to the following schedule: Work shall begin within ten (10) days of the notice to proceed. A signed copy of this Task Order will serve as ENGINEER's notice to proceed.

## Section C - Compensation

- 1. In return for the performance of the foregoing obligations, OWNER shall pay to ENGINEER the amount of \$11,563.21, payable according to the following terms:
  - a. Invoicing will be submitted monthly for work completed to-date.
  - b. A lump sum fee applies for each task as follows, and shall be billed based upon percentage of work completed to-date. Expenses for services such as mileage, document reproduction, permit application fees, shipping costs, etc. are not included in the lump sum fee, and shall be billed separately as a reimbursable expense. The lump sum fee and estimated budgets for expenses are as follows:

Element 1 – Project Formulation \$11,563.21

Lump Sum Fee: \$11,513.21 Estimated Expenses: \$ 50.00

#### **ENGINEERING DESIGN TOTAL \$11,563.21**

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

# Section D - Owner's Responsibilities

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

N/A

#### **Section E - Other Provisions**

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

N/A

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

OWNER:	ENGINEER:
CITY OF DALTON	CROY ENGINEERING, LLC
DAVID PENNINGTON Mayor	GREGORY D. TEAGUE, P.E. CEO
ATTEST:	ATTEST:
	FATTELICK T. LENTON
	PATRICK T. LENTON, P.E. Aviation Division Manager

# **Exhibit "B" Hourly Rate Schedule**

# Croy Engineering, LLC GDOT HOURLY RATES

	Billing Rate Raw+OH+P rofit+FCC					RAW+OH	
<b>Employee Category</b>	М	Raw Rate	GDOT OH	Raw+OH	Profit	+Profit	FCCM
Updated: July 1, 2022			216.47%		10.00%		0.40%
Principal	\$246.61	\$70.76	\$153.17	\$223.93	\$22.39	\$246.33	\$0.28
<b>Project Manager</b>	\$209.46	\$60.10	\$130.10	\$190.20	\$19.02	\$209.22	\$0.24
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Engineer 2	\$174.26	\$50.00	\$108.24	\$158.24	\$15.82	\$174.06	\$0.20
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Designer 2	\$134.04	\$38.46	\$83.25	\$121.71	\$12.17	\$133.89	\$0.15
Designer 1	\$124.32	\$35.67	\$77.21	\$112.88	\$11.29	\$124.17	\$0.14
Tech 2	\$113.93	\$32.69	\$70.76	\$103.45	\$10.35	\$113.80	\$0.13
Tech 1	\$108.60	\$31.16	\$67.45	\$98.61	\$9.86	\$108.47	\$0.12
CADD Operator	\$100.55	\$28.85	\$62.45	\$91.30	\$9.13	\$100.43	\$0.12
Admin	\$93.37	\$26.79	\$57.99	\$84.78	\$8.48	\$93.26	\$0.11
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Field Rep 1 (Overtime)	\$118.46	\$33.99	\$73.58	\$107.57	\$10.76	\$118.32	\$0.14
Land Acq Admin	\$93.37	\$26.79	\$57.99	\$84.78	\$8.48	\$93.26	\$0.11
Land Acq Negot Agent Trainee	¢06.70	¢24.00	¢E2.00	¢70.00	ć7 00	¢06.60	¢0.10
	\$86.78	\$24.90	\$53.90	\$78.80	\$7.88	\$86.68	\$0.10
Land Acq Negot Agent 1	\$89.22 \$110.13	\$25.60 \$31.60	\$55.42 \$68.40	\$81.02 \$100.00	\$8.10 \$10.00	\$89.12 \$110.00	\$0.10 \$0.13
Land Acq Negot Agent 2	\$110.13 \$132.40	\$31.60	\$68.40	\$100.00	\$10.00	\$110.00	\$0.13
Land Acq Negot Agent 3	\$132.40 \$127.56	\$37.99	\$82.24 \$79.23	\$120.23	\$12.02 \$11.58	\$132.25	\$0.15
Land Acq Reloc Agent Land Acq Relo Benefits Pkg	•	· ·	· ·	\$115.83	\$11.58	\$127.41	\$0.15
•	\$127.56 \$142.51	\$36.60	\$79.23	-	· ·	-	\$0.15
Land Acq ROW Mngr	\$142.51	\$40.89	\$88.51	\$129.40	\$12.94	\$142.35	\$0.16

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



# **CITY COUNCIL AGENDA REQUEST**

**Meeting Type:** Mayor & Council Meeting

Meeting Date: June 5, 2023

**Agenda Item:** General Construction Agreement with The Surface Masters,

Inc. for Resurfacing of the Lakeshore Park Track

**Department:** Recreation

Requested By: Caitlin Sharpe

Reviewed/Approved by City Attorney?

Yes

**Cost:** \$212,800.00

**Funding Source if Not** 

2022 CIP

in Budget

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

This request is to approve the General Construction Agreement with The Surface Masters, Inc. for the resurfacing of the Lakeshore Park track. This is an approved 2022 capital improvements project. The total cost of the project will be \$212,800.00.

# CITY OF DALTON PARKS AND RECREATION DEPARTMENT

#### GENERAL CONSTRUCTION AGREEMENT

THIS GENERAL CONSTRUCTION AGREEMENT is made and entered into on

thisby and between the City of Dalton, a Georgia Municipal
Corporation, hereinafter referred to as "CITY", and The Surface Masters, Inc., hereinafter referred to as "CONTRACTOR".
WHEREAS, CONTRACTOR desires to construct the project to the CITY's specifications; and
WITNESSETH: That the parties hereto for the considerations hereinafter mentioned covenant and agree as follows:
1. CONSTRUCTION SITE: The real property upon which the project shall be constructed is located on the project site located at 1212 Dennard Drive, Dalton, GA, 30736 hereinafter "subject property".
2. USE OF PROPERTY: CONTRACTOR shall have use and possession of the subject property to complete the project: The subject property shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions, and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the subject property. The subject property shall be used for the construction of the subject project and related storage only and not for any other commercial operations. The storage of flammable

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

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

and regulations in force during the term of this Agreement.

4. DATE OF COMMENCEMENT: The CONTRACTOR shall commence work on the project within ten (10) days after receipt of the dated Notice to Proceed.

- 5. DATE OF COMPLETION: The CONTRACTOR shall complete the project on or before \_September 1, 2023\_.
- 6. CONTRACT SUM: The CITY shall pay to CONTRACTOR the unit price contract sum of \$\_212,800\_\_\_\_\_ Dollars for the complete performance of the project and terms of this Agreement. In addition, CITY shall pay to CONTRACTOR for any additional work performed pursuant to any mutually agreed to change orders. All change orders shall be in writing and signed by both parties.
- 7. CONTRACT PENALTY: The CONTRACTOR shall pay to the CITY the amount of \$\_100.00\_\_\_\_ Dollars per calendar day for unexcused delay in completion of the project past the date of completion.
- 8. PAYMENT: The CITY shall pay the contract sum to CONTRACTOR upon complete performance of the project and terms of this Agreement. CONTRACTOR shall provide to CITY an Affidavit from the CONTRACTOR stating the CONTRACTOR has fully performed all terms of the Agreement. Final payment shall be made no later than 30 days after receipt of said Affidavit. Upon completion of any additional services, said additional services shall be paid within 30 days of receipt of invoice from CONTRACTOR. Payment shall be made via electronic funds transfer (EFT).
- 9. SURRENDER OF subject property: CONTRACTOR shall, no later than 5 days after completion of the project, surrender possession of the subject property and remove all vehicles, equipment, supplies, construction debris, waste and refuse from the subject property. CONTRACTOR shall reimburse CITY for the cost of removal of any such items remaining on the subject property after 5 days. CITY may have any such items stored at CONTRACTOR'S risk and expense. All personal property of CONTRACTOR, or SUBCONTRACTOR, remaining on the subject property or in possession of the CITY after 30 days shall be deemed abandoned by the CONTRACTOR, or the SUBCONTRACTOR, and may be disposed of by CITY without liability to CONTRACTOR, or SUBCONTRACTOR. All permanent improvements to the subject property shall become the Subject property of the CITY.
  - 10. CITY COVENANTS: CITY covenants and agrees:
  - (a) to provide all available information, data, reports, records and maps of or to which CITY has possession or control which are necessary for CONTRACTOR to perform the scope of services provided for herein;
  - (b) to provide reasonable assistance and cooperation to CONTRACTOR in obtaining any information or documentation which are necessary for CONTRACTOR to perform the scope of services provided for herein;

- (c) to designate a representative authorized to act on the CITY's behalf with respect to the project. Unless otherwise provided, said CITY representative shall be the Director of Parks and Recreation Department;
- (d) to permit access to the subject property and obtain permission to access necessary private property for CONTRACTOR to complete the scope of services:
- (e) to provide reasonable assistance to CONTRACTOR in applying for and obtaining any necessary Federal, State or local government permits for the scope of services;
- 11. CONTRACTOR COVENANTS: CONTRACTOR covenants and agrees:
- (a) to perform the scope of services in a skilled, qualified, and professional manner, using that degree of care and skill ordinarily exercised by contractors practicing in the same or similar field;
- (b) to use only employees and subcontractors qualified to complete the work with sufficient experience on same or substantially similar projects;
- (c) to use only properly licensed employees or subcontractors for any work requiring a specialty, occupational, or professional license issued by the State of Georgia;
- (d) to designate a representative authorized to act on the CONTRACTOR's behalf with respect to the project.
- (e) to use the subject property in a safe, careful and lawful manner;
- (f) to promptly report in writing to CITY any unsafe or defective condition of the subject property and any adverse site condition, which shall include but not be limited to limited access, extremely dense vegetation, subsurface conditions, damaged property, or existing utilities, that may adversely affect CONTRACTOR's ability to complete the scope of services or other terms of this Agreement;
- (g) to promptly report in writing to CITY any damage to or injuries sustained on the subject property and to promptly repair any damage to the subject property which is made necessary by any act of CONTRACTOR, its employees, agents, subcontractors, or invitees;
- (h) to keep the subject property in a clean and orderly condition and to remove any personal property of CONTRACTOR upon completion of the project, and require all SUBCONTRACTOR's to do the same unless otherwise permitted by the

CITY;

- (i) to perform all work on the project in a good and workmanlike manner, free from faults and defects, and in conformance with the terms of this Agreement;
- (j) to determine the appropriate method, details and means of performing the scope of services provided by this Agreement;
- (k) to exercise the ordinary standard of care in complying with the laws, codes, and regulations applicable to the CONTRACTOR's services;
- (l) to exercise diligence and to complete delivery of the scope of services in a timely manner consistent with the exercise of due care;
- (m) to attend meetings to make presentations or to otherwise review the progress of the work as set out in the scope of services at the reasonable request of the CITY;
- (n) to prepare and submit to the CITY reports required by the scope of services or upon the written request of the CITY.
- to keep the subject property in a clean and orderly condition and to protect from loss, damage or theft any supplies or materials necessary for completion of the project;
- (p) to permit CITY and its employees and agents access to the subject property at all reasonable times for the purposes of making repairs, inspecting the subject property, and inspecting the progress of the project;
- (q) to use only new materials appropriate for completion of the project;
- 12. INDEMNITY: CONTRACTOR shall indemnify CITY from and hold CITY harmless against all claims, demands, and judgments for loss, damage, or injury to person or property, resulting from or incurring by reason of CONTRACTOR'S use and occupancy or non-occupancy of the subject property or by the negligence or willful acts of CONTRACTOR, its agents, officers, employees, invitees or licensees and from all expenses incurred by CITY as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of CITY or any of CITY's employees, agents or representatives acting on behalf of the CITY.

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

Additionally, CONTRACTOR agrees that all personal property that may be at any time at the subject property shall be at CONTRACTOR's sole risk or at the risk of those claiming

through CONTRACTOR and that CITY shall not be liable for any damage to or loss of such personal Subject property except if arising from or caused by the sole fault or negligence of CITY.

- 13. INSURANCE: CONTRACTOR agrees to carry at its own expense through the term of this Agreement the types and amounts of insurance required to maintain status as a Vendor of the City of Dalton. CONTRACTOR shall provide CITY with copies or evidence of such insurance coverage prior to the commencement date of the Agreement. Such insurance policies shall name CITY as an additional insured and shall be issued by such insurance companies and on such forms as may be approved by CITY. Said insurance shall include the following:
  - (a) General Liability Coverage General Liability policy with a minimum limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
  - (b) Workers' Compensation Coverage Workers' Compensation policy with the following minimum limits:
    - (1) Workers' Compensation statutory limits;
    - (2) Employer's Liability:
      - a. Bodily Injury by Accident \$100,000.00
      - b. Bodily Injury by Disease \$500,000.00 policy limit
      - c. Bodily Injury by Disease \$100,000.00 each employee.

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

- (c) Auto Liability Coverage Auto Liability policy with a combined single limit of \$1,000,000.00 per occurrence for bodily injury and property damage, if motor vehicle is used in performance of scope of services. Comprehensive form covering all owned, non-owned, and hired vehicles.
- (d) Property Coverage or Builder's Risk Coverage Property Coverage or Builder's Risk policy with a minimum equal to or greater than the existing building value for renovations, equal to or greater than the total cost of construction per contract for new construction, and equal to or greater than the existing building value being renovated plus the total cost of new construction per contract for mixed renovation and new construction.
- 14. ASSIGNMENT: CONTRACTOR may not assign all or any portion of the Agreement without the prior written permission of CITY.
- 15. SUBCONTRACTORS: The CONTRACTOR shall provide written notice to CITY of CONTRACTOR'S intent to use a subcontractor for any portion of the project. CITY shall be entitled to reject any subcontractor it deems not qualified. Any subcontractor approved for work on the project shall abide by any and all terms of this Agreement.

- 16. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Agreement shall nor be construed to be a waiver thereof, not affect the validity of any part of this Agreement or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Agreement shall be held to be a waiver of any other default and breach.
- 17. NOTICES: Any notice required or permitted to be given under this Agreement or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to CITY shall be mailed to: City of Dalton

ATTN: City Administrator/Andrew Parker

300 W Waugh Street

P.O. Box 1205

Dalton, GA 30722-1205

Such notice to CONTRACTOR shall be mailed to: The Surface Master, Inc.

Attn: Justin Meier 1393 Cobb Industrial Way

Marietta, GA, 30066

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

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

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

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

- 19. VENDOR: CONTRACTOR shall register and remain active as a Vendor of the CITY by completing the City of Dalton Vendor Packet and fully comply with any and all requirements of said Vendor.
- 20. TERMINATION OF CONTRACT: In the event that CONTRACTOR defaults or neglects to perform work on the project in accordance with the terms of this Agreement, CITY may terminate this Agreement by providing written notice of termination. Prior to termination of this Agreement, CITY shall provide written notice to CONTRACTOR of any default and provide CONTRACTOR ten (10) days to correct said default or deficiency.
- 21. WARRANTY: CONTRACTOR shall provide to CITY a general warranty for labor and materials and guarantees that the work on the project it performs shall be free from any defects in workmanship and materials for a period of two 1 year from the date of completion in addition to any additional warranty provided in Section 3 Project description. Within ten days of completion of the terms of the Agreement, CONTRACTOR shall provide to CITY all original warranty documents from any third party.
- 22. BONDS: CONTRACTOR shall provide and maintain the types and amounts of bonds as required by the City of Dalton Bid Package for Request for Seal Competitive Proposals "Lakeshore Park Asphalt Track Resurfacing," including but not limited to a Performance Bond, in the amount proscribed by law, which is equal to the full value of the Contract Sum and must be increased proportionate to any increase in the contracted sum.

#### 23. MISCELLANEOUS PROVISIONS:

- (a) Governing Law; Venue. This Agreement is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive jurisdiction and venue for any action arising out of this Agreement shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive any and all objections or defenses thereto.
- (b) Successors and Assigns. This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. CONTRACTOR shall not assign its rights or obligations under this Agreement without the prior written consent of the CITY.
- (c) Severability of Invalid Provisions. If any provision of this Agreement shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.
- (d) Complete Agreement; Amendments. This Agreement constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.
  - (e) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon

the parties hereto shall be cumulative, but not restrictive to those given by law.

- (f) TIME IS OF THE ESSENCE. Time is of the essence of this Agreement in each and all of its provisions.
- (g) Attorney Fees. In the event the CITY must enforce the terms of this Agreement by filing a civil action against CONTRACTOR, then CONTRACTOR shall pay to CITY an amount equal to fifteen percent (15%) of the contract sum as attorneys' fees, if the CITY is the prevailing party.
- (h) Confidentiality. All information and documentation regarding the project and the CONTRACTOR's services shall be maintained in confidence and shall not be disclosed to any third party by CONTRACTOR, without CITY's written authorization, except as may be required by the Georgia Open Records Act. CONTRACTOR shall promptly notify CITY of any third party request for said information or documentation prior to any disclosure. CITY agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by CONTRACTOR pertaining to this Agreement shall be considered confidential and proprietary, and shall not be disclosed to any third party, except as may be required by the Georgia Open Records Act.

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

(Signatures on the NEXT page.)

CONTRACTOR:	CONTRACTOR:
	By:
	Title:
CITY:	CITY OF DALTON, GEORGIA
	By:
	Attest:CITY CLERK

Exhibit "A"

## The City of Dalton

# **Parks and Recreation Department**

# REQUEST FOR SEALED COMPETITIVE PROPOSAL – advertised on 03/13/2022

Sealed Envelope shall be marked with the following information:

# "Lakeshore Asphalt Track Resurfacing"

SCHEDULE OF EVENTS	
RFP Conference and site visit –	2:00 PM
1212 DENNARD DRIVE, DALTON, GEORGIA, 30721	March 27, 2023
Deadline for requests for clarifications and questions. Any	
possible exceptions to the bid specification and/or terms and	
conditions should be addressed during this phase. These requests	3:00 PM
will be answered in an addendum and must be emailed to:	April 17th
csharpe@daltonga.gov AND mhendricks@daltonga.gov	
Sealed competitive proposals will be accepted until the due date	
and time. Any late submittals received will not be considered.	2:00 PM
Proposals must be submitted to The City of Dalton Finance	April 21st, 2023
Department located at 300 West Waugh Street, Dalton, Georgia,	
30720.	
THIS FORM MUST BE SIGNED AND SUBMITTED TO B	E CONSIDERED FOR AWARD
COMPANY NAME:	DATE:
The Surface Masters, Inc.	4/20/23
MAILING ADDRESS:	PHONE:
1393 Cobb Industrial Way	770-250-6392
CITY:	FAX:
Marietta	770 - 674 - 6086
STATE: ZIP:	SSN OR FEDERAL TAX ID:
GA 30066	27-2212631
EMAIL:	TITLE OF AUTHORIZED
	REPRESENTATIVE:
justin. meier@thesurfacemasters: com	President
PRINTED NAME:	AUTHORIZED IGNATURE:
Justin Meier	6/4/11

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

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# DALTON SOCCER COMPLEX PROJECT

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# NAME OF PROJECT: "Lakeshore Asphalt Track Resurfacing"

# NAME OF OWNER: THE CITY OF DALTON, GEORGIA

THE CITY OF DALTON (the "City"), pursuant to the provisions of O.C.G.A. § 36-91-1, et. seq. herein seeks sealed competitive Proposals from Contractors for the construction of the: "Lakeshore Asphalt Track Resurfacing", located at 1212 Dennard Drive, Dalton, Georgia, 30721.

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

Caitlin Sharpe, <u>csharpe@daltonga.gov</u> and Michael Hendrick, <u>mhendricks@daltonga.gov</u> will be the contact persons for questions. <u>All Proposers are required to email Caitlin Sharpe to be added to the Plan Holders list.</u>

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

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

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

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

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

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

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

- 1. Proposed Price- 25
- 2. Project Timeline 25
- 3. Completeness of proposal- 25
- 4. Reputation and reliability of contractor -25

All Proposals must include the label on the last page of this document on the front of their RFP package. This label must be affixed to the outside of the envelope or package. Failure to attach the label may result in your Proposal being opened in error or not routed to the proper location for consideration. No RFP will be accepted after the date and time specified. The document should be received by the City of Dalton Finance Department located at 300 West Waugh Street, Dalton, Georgia 30720 no later than April 21, 2023 at 2 pm.

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

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

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

# SECTION 00020: INSTRUCTIONS TO PROPOSERS / SCOPE OF WORK

NAME OF PROJECT: "Lakeshore Asphalt Track Resurfacing"
NAME OF OWNER: THE CITY OF DALTON, GEORGIA

The City, through its Parks and Recreation Department, wishes to resurface the track at Lakeshore Park. The track is approximately 5,695 sy. Interested contractors must furnish all material and perform all labor necessary to complete the project. The City does not have a core sample of the track. The selected contractor should plan to complete their own drilling to obtain samples of the track.

### Scope:

- 1. Mill existing track oval to a depth of approximately 3"
- 2. Haul Millings off-site
- 3. Proof Roll existing stone base
- 4. Install & Compact approximately 250 tons of graded aggregate base
- 5. Fine-grade stone base using laser-guided equipment
- 6. Proof roll newly installed & graded stone base
- 7. Install Prime Coat 0.25 Gallons Per SY
- 8. Install 2" 9.5 mm Type II asphalt topping and compact
- Stripe Track According to GHSA specifications with white lines.
   Stipe track according to match existing track lines
- 10. Add Alternate Undercut existing subgrade to 1.5', replace with #34 stone
- 11. The North-West end of the track, approximately 100 SY+/-, straight away near the pavilion, the track should not be striped and should not be included in the striping cost. The City may decide to remove this area of the track from the contract. See RFI #1 of addendum: 01 issued on April 17, 2023.

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

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

# Installer's Qualifications:

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

# Warranty:

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

# **Lump Sum Price:**

On the attached proposal form, provide the lump sum price and prices per area of request. The pricing for any additional warranties/maintenance programs shall be offered under a separate form within the Contractor's proposal.

#### **Contractor Schedule:**

Contractors should provide a timeline of proposed work to begin and end.

#### Form of Agreement:

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

# **SECTION: 00080 PROPOSAL FORM**

#### **EXHIBIT "A"**

NAME OF PROJECT: "Lakeshore Asphalt Track Resurfacing"

NAME OF OWNER: THE CITY OF DALTON, GEORGIA

NAME OF PROPOSED CONTRACTOR: The Surface Masters, Inc. (The "Contractor")

THE CITY OF DALTON (the "City"), pursuant to the provisions of O.C.G.A. § 36-91-1, et. seq., herein seeks competitive Proposals from Contractors for the construction of the: "Lakeshore Asphalt Track Resurfacing" at 1212 Dennard Drive, Dalton, GA, 30721. This Proposal is submitted in response to the City's Request for Proposals dated 3/13/2023.

This Proposal is for the full and complete construction of the Project in conformity with all requirements of the RFP. The submission of this Proposal constitutes a representation by the

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

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

# Base Proposal

The Contractor proposes to properly resurface the track to meet safety standards in conformity with all requirements of the RFP and furnish all necessary labor, material, and equipment for such construction, and, furthermore, to fully, completely, and strictly perform all obligations of the Contractor as set forth in the Contract Documents, for the lump sum contract price of:

\$ 256,525.00 \$2/2,800.00 (Unit price contract)

The contractor must include a price sheet that is included at the end of the document with their submitted package. Said lump sum contract price is allocated, in its entirety, to the following elements of the work: Attached hereto, and incorporated herein as part of this Proposal, Contractor submits the contractor's qualifications and proposal. The contractor acknowledges that the City may rely upon the truthfulness and accuracy of the responses set forth therein. In addition, Contractor has submitted herewith as part of this Proposal such documentation and information as the Contractor deems appropriate to establish that it is a responsible and responsive Contractor and that its Proposal is the most advantageous to the City, taking into consideration the specific evaluation factors, listed in their order of relative importance, as set forth in the

above-referenced Request for Proposals. Contractor acknowledges that the City may rely upon the truthfulness and accuracy of such documentation and information.

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

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

Proposals for receipt of Proposals by the City.	Mace Mas
[CONTRACTOR]	O CORPORATE
Ву:	SEAL SEAL
(35°)	SEAL STATE OF THE SEAL STATE O
Witness:	[SEAL]
Sworn and subscribed to before me this 20 day  NOTARY PUBLIC:  Commission Expirations:	of Ipril, 2028  ARP  SOUND OF ARRY  OF ARRY  OF ARRY  OF ARRY  OF COUNTY ARRY

#### SECTION 00130 - BID BOND

**EXHIBIT "B"** 

NAME OF PROJECT: "Lakeshore Asphalt Track Resurfacing"

NAME OF OWNER: THE CITY OF DALTON, GEORGIA

NAME OF PROPOSED CONTRACTOR:

THE SURFACE MASTERS, INC.

#### (THE "CONTRACTOR")

KNOW	ALL	MEN	BY	THESE	PRESENTS	that
ATLANTIC SPECIALTY I	NSURANCE CON	MPANY				
as Surety (the "Suret	ty"), and	E SURFACE MAS	ERS INC.		, as	
Principal (the "Cont	ractor") are he	eld and firmly	bound unto	the City of Daltor	n, Georgia (the "City"	"), pursuant to the ter

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

WHEREAS, the Contractor, in response to a Request for Proposals issued by the City, has submitted its Proposal for the construction by Contractor of the: "Lakeshore Asphalt Track Resurfacing"

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

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

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

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

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

IN WITNESS WHEREOF, the undersigned have caused this Bid Bond to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this 19th day of 2023.

	Surface Mass
THE SURFACE MASTERS [CONTRACTOR]	SEAL SEAL
By: [SEAL]	SEAL 2010
Witness: [SEAL]	
Sworn and subscribed to before me this 20 day of pul	COMP IIII
NOTARY PUBLIC:	OUBLIC OFFICE
Commission Expirations: May 22, 2023	NG COU.T.
ATLANTIC PECIALTY INSURANCE COMPANY  [NAME OF SURETY]  B  [SEAL]  Francesca Kazmierczak, Attorney-In-Fact	
Witness: Aklima Noorhassan, Witness [SEAL]	
Sworn and subscribed to before me this19th_ day ofApril	, 2022.
NOTARY PUBLIC: Sandra Diaz	SANDRA DIAZ  SANDRA DIAZ  Otary Public - State of New York NO. 01DI6281042  Qualified in New York County  My Cornmission Expires May 13, 2025
Commission Expirations: May 13, 2025	Qualified in New York County  My Commission Expires May 13, 2025  Total Commission County County County  The County Count
[ATTACH PROPERLY EXECUTED POWER OF ATTORNE	Y]

# Mandatory Price Proposal Form

Task	Cost	
Aill existing track oval to a depth of approximately 3"	\$ 10,495.00	
Haul Millings off-site to Dalton Public Works Department	\$ 12,600.00	
Proof Roll existing stone base	Included	
Install & Compact approximately 250 tons of graded aggregate base	11,165.00	
Fine-grade stone base using laser-guided equipment	\$ 6,150.00	
install Prime Coat – 0.25 Gallons Per SY	\$ 7,090.00	
Install 2" 9.5 mm Type II asphalt topping and compact	\$ 112,225.00	
Apply 2 two coats of black acrylic resurface material	\$ 43,725.00	
Apply 2 two coats of acrylic color conting DRRD to actee the colors	443,725.00	
Stripe Track According to GHSA specifications with white lines.		
Stripe track to match existing track lines	\$ 9,350.00	
Add Alternate- Cost to mill, grade, test roll, install toping and compact of the 100 4/- sy of the North-West end of the track	\$ 2750.00	
This portion of the project could be removed from the contract		
Add Alternate - Undercut existing subgrade to 1.5', replace with #34 stone	\$ 255,060.00	
Lump Sum Total:	\$ 256,525.00	
**The City of Dalton will consider proposals for products equal to or better. If not	providing the exect	

\*\*The City of Dalton will consider proposals for products equal to or better. If not providing the exact product, complete details and specifications for the product must be submitted with the RFP.\*\*

Expected completion timeline of the project: 14 days

\*Add Alternate SMI Recommended - Full Depth Reclamation Base Fully Blended and Amended

SUBMITTED: with 50 lbs Pur SY of Portland Cement at 10" depth \$110,830.0

The Surface Masters, Inc.

Company Name

(See attached Proposal)

1393 Cobb I district Way Marietta GA Roololo

Authorized Signature

Justin Meier - President Print Name & Title

# TRACK INSTALLATION REFERENCES

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

Project #1			
School, Department Name: Cherokee	County Schools	, Sixes Elementary School	
Address: 10 Ridge Rd		<u></u>	
City: Canton	State: <b>GA</b>	Zip Code: 30114	
Contact Person: Trey Moores			
Phone number: 404 - 623 - 5919			
Date of Installation: 5/31/22 -	6 12 22		
Project #2			
School, Department Name: Forsyth Cov	enty Schools,	Vickery Creek Middle School	
Address: 6240 Post Rd			
City: <u>Cumming</u>	State: GA	Zip Code: <b>30040</b>	
Contact Person: Lee Lowe			
Phone number: 404 - 569 - 26	723		
Date of Installation: 6 3 12 -	6/24/22		
Project #3			
School, Department Name: Whiteld	County Schools	Varnell Elementary Scho	۱۵.
Address: 4421 GA-2			
City: Dalton	State: C-A	Zip Code: 36721	
Contact Person: Kenneth Harless	/ Eric Patters	ion	
Phone number: 706 - 260 - 9884	106-8	76- 7280	
Date of Installation: 6 15 21 -	6 24 21		

# **Checklist for Bid Documents**

Failure to include all required documents will re-	sult in proposal being removed for consideration for award.			
Document Description				
Completed City Vendor Packet				
Solicitation Form (Page 1 of this Document)				
References of Past Similar Jobs				
Price Proposal Form				
✓ Vendor Affidavit and Agreement				
✓ Checklist for Documents/Addenda Acknowledgement (this page)				
Addenda Acknowledgement				
Failure to acknowledge any addenda will result in	n a non-responsive bid.			
The vendor has examined and carefully studied the	Request for Proposals and the following Addenda, receipt of all of			
which is hereby acknowledged:				
Addendum No	Dated: 4/17/23			
Addendum No.	Dated:			
Addendum No.				
Addendum No.	Dated:			
This affirms that all documents are included with	the bidders bid package.			
Company's Name:				
The Surface Masters, Inc.				
Authorized Representative's Name:	n Meier			
	11111			
Authorized Representative's Signature:	f ff ff (s			
•				

180

## Proposal: Lakeshore Park Asphalt Track Resurfacing



#### Mill & Resurface with Full Depth Reclamation Option

- 1. The area under consideration comprises approx. 5,695 square yards.
- 2. Trips: The work described herein will be completed in up to 16 trips.
- 3. **Barricading:** All areas will be barricaded during and after the paving process. It is the owner's responsibility to make sure all barricades remain effective after our crews leave the jobsite.
- 4. <u>Pre-Pave Milling:</u> Prior to paving, mill pavement to a depth of <u>3 Inches</u>. After milling is completed, saw cut edges of pavement to establish a clean joint to tie into. Repair area/s will be shaped symmetrically where possible. Asphalt millings and debris will be removed from job site and hauled off and properly disposed of. Work area will then be swept and blown clean in order to receive the pre-pave tack coat. To have a better understanding of the Milling process, please view our video: The Surface Masters Milling Process
- 5. Full Depth Reclamation/Soil Stabilization: Area to receive Full Depth Reclamation Base Fully Blended and Amended with 50 lbs of Portland Cement Per Square Yard at a depth of 10 inches.
- Stone Base/Fine-Grading: Install and Compact approximately 250 TN of graded aggregate base and fine-grade stone base using laser-guided equipment.
- 7. Pre-Pave Qualification: The existing surface should be able to sustain the weight of our loads of new asphalt as well as equipment. Our firm will conduct a "Proof-Roll" of the existing surface. We will have an 18-ton (approx.) loaded dump truck slowly drive over existing sub-base to test and make certain that the sub-base can sustain the load. If it is deemed necessary by contractor and owner's representative to repair base, additional charges could apply and will be treated as a change order.
- 8. Pre-Pave Prime Coat: Install Prime Coat 0.25 Gallons Per SY
- 9. Surface Asphalt: Area will be paved with <u>2 inches</u> (compacted thickness) of 9.5mm Type II Surface Asphalt and properly compact.
- 10. Apply two (2) coats of black acrylic resurface material.
- 11. Apply two (2) coats of acrylic color coating DPRD to select colors
- 12. Stripe track to match existing track lines.
- 13. Cleaning: The repair area/s to be paved will be cleaned of all loose materials with power sweepers, blowers, asphalt brooms, etc. At job completion all work areas will be left clean and all construction debris will be removed from job site.
- 14. Owner/Manager Conditions: It is the owner's responsibility to have all material, cars, equipment, obstructions, etc. removed from the area where the work will take place. Please see the attached Owner's Responsibility & Conditions page.
- 15. \*\*Price includes BASE BID LUMP SUM TOTAL.\*\*

Total Price: \$367,355.00



#### **Power of Attorney**

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Debra A. Deming, Sandra Diaz, Anne Potter, Peter Healy, Susan A. Welsh, Frances Rodriguez, Aklima Noorhassan, Francesca Kazmierczak, Jennifer Jakaitis, Kemal Brkanovic, Valorie I. Spates, Beverly A. Woolford, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

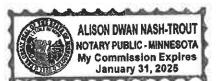
Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

STATE OF MINNESOTA HENNEPIN COUNTY Ву

Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 19th

day of April, 2023

This Power of Attorney expires January 31, 2025



Kara Barrow, Secretary

STATE OF GEORGIA WHITFIELD COUNTY CITY OF DALTON

#### VENDOR AFFIDAVIT AND AGREEMENT (E-Veniv)

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

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

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

BY: Authorize Officer or Agent
The Surface Masters, Inc.
Contractor Name
President
Title of Authorized Officer or Agent of Contractor

Justin Meier
Printed Name of Authorized Officer or
Agent Sworn to and subscribed before me
The 20thday of April

My Commission Express (1) (2) 222223

My Commission Express (1) (2) 222223

\*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 varify information of newly hired employees, pursuant to the Immigration Referen and Courted Act of 1936 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "REV/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

Authorization Date for EEV Program

Employment Eligibility (EEV) #

01-09-2013

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629558

#### **Checklist for Bid Documents**

Failure to include all required documents will result in proposal being removed for consideration for award.
Completed City Vendor Packet
Solicitation Form (Page 1 of this Document)
✓ References of Past Similar Jobs
Price Proposal Form
✓ Vendor Affidavit and Agreement
Checklist for Documents/Addenda Acknowledgement (this page)
Addenda Acknowledgement
Failure to acknowledge any addenda will result in a non-responsive bid.
The vendor has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of
which is hereby acknowledged:
Addendum No Dated: Dated: Dated:
Addendum No Dated:
Addendum No Dated:
Addendum No Dated:
This affirms that all documents are included with the bidders bid package.
Company's Name:
The Surface Masters Inc. Date: 4/10/23
Authorized Representative's Name:
Authorized Representative's Signature:

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



#### SEALED BID ENCOLSED

#### "Lakeshore Asphalt Track Resurfacing"

Due Date and Time: April 21, 2023 at 2 pm

Vendor Name		
Address		
City, State, Zip Code		

#### **DELIVER TO:**

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



#### "EXHIBIT A"

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



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

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

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

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

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

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

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

#### **Return Documentation Checklist:**

RE	QU	IRED I	FROM ALL VENDORS:
	1.	Com	pleted vendor application.
	2.	Com	pleted W-9 Form, only remit the first page of the four page document.
	3.	comp	are providing labor or services to the City of Dalton, it is Mandatory to olete either option a or b.  If you have an employee other than yourself, and you are providing labor or services to the City of Dalton, (Pursuant to O.C.G.A. §13-10-91 (b)(1)), a Vendor affidavit and Agreement (E-Verify) must be submitted. If you are unsure if you are required to fill out this form, please contact the Finance office (706-278-6006) and we will advise you.
			OR
		b.	If you have no employees other than yourself, and you are providing labor or services to the City of Dalton, please provide a copy of State issued identification card/driver's license from an approved state as provided on the Attorney General's website. Subcontractors and sub-subcontractors are also required to follow these requirements.
	4.	be ke insur	of your company's most recent insurance certificate(s). This certificate must ept current. If service is performed on City of Dalton property, additional ance requirements apply. See attached explanation of insurance irements.
	5.	Com	pleted Workers' Compensation Affidavit.
	6.	Infor	mation Security Affidavit.
<u>OP</u>	TIC	NAL F	<u>FORM</u>
			leted ACH Payment Approval Form. (Please complete optional form to re vendor payments through automated fund transfer.)
		**If a be gr	ny required forms are returned incomplete, an active vendor status will not anted and subsequent payments may be delayed. Please remember that

documents requiring notary verification must be notarized to be considered

complete.

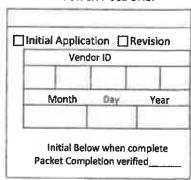
188

FOR CITY USE ONLY

PHONE: (706) 278-6006

PHONE: (706) 278-6006 FAX: (706) 277-4640





#### **VENDOR APPLICATION**

Contract Number Project Name					
Company/Individual Name: The Surface Masters, Inc.					
Doing Business As:					
Physical Address: 1393 CObb Industrial Way					
City: Marietta State: GAA zip Code: 30066					
Remittance Address for payments:					
City: State: Zip Code:					
Principal line of business, please briefly describe any services or products provided:					
Phone Number: 7) 250 - 6392 Fax Number: 7) 674 - 6086					
E-Mail Address: Griffin. Duncan @ the Surface masters. com					
Vendor Contact/Representative: <u>Griffin Duncan</u>					
Organized as: Individual Partnership Corporation Date: 2010 State: GrA					
Federal Tax ID Number (if company): 27-2212031					
Social Security Number (if individual):					
DUNS Number: 9 6 7 6 9 9 3 1 0					
Special Status: DBE-Disadvantaged Business Enterprises (Please submit copy of certificate)  MBE-Minority Owned (Please submit copy of certificate)  WBE-Women Business Enterprises (Please submit copy of certificate)					

Form (Rev. October 2018) Department of the Treasu Internal Revenue Service

#### **Request for Taxpayer Identification Number and Certification**

requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information. 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. The Surface Masters, Inc. 2 Business name/disregarded entity name, if different from above 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the 4 Exemptions (codes apply only to page certain entities, not individuals; see following seven boxes. instructions on page 3): 5 C Corporation S Corporation Individual/sole proprietor or Partnership \_\_\_ Trust/estate Print or type. Specific Instructions single-member I.I.C. Exempt payee code (if any) Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check Exemption from FATCA reporting LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is code (if any) another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. Other (see instructions) ➤ (Applies to accounts maintained outside the U.S.) 5 Address (number, street, and apt. or suite no.) See instructions. Requester's name and address (optional) 1393 Cobb industrial Way 6 City, state, and ZIP code Marietta, GA 30066 7 List account number(s) here (optional) Pairi Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid Social security number 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* 

Partil Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct texpayer identification number (or I am waiting for a number to be issued to me); and
- 2. 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 fallure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and

Number To Give the Requester for guidelines on whose number to enter.

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and

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 in certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Неге

T/N. later.

Signature of U.S. person ▶

2

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3 1

Give Form to the

#### General Instructions

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

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

#### **Purpose of Form**

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

Form 1099-INT (interest earned or paid)

Form 1099-DIV (dividends, Including those from stocks or mutual

OI

2 7

Employer Identification number

2 2

- 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)

Date >

- 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.

#### **E-VERIFY FREQUENTLY ASKED QUESTIONS**

There has been some confusion regarding E-VERIFY, what it is, who needs to have a number, and how they obtain a number. As designed, E-VERIFY is an Internet-based system operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) that allows employers to electronically verify the employment eligibility of newly hired employees. E-VERIFY is currently the best means available for employers to electronically verify the employment eligibility of their newly hired employees. E-VERIFY virtually eliminates Social Security mismatch letters, improves the accuracy of wage and tax reporting, protects jobs for authorized workers, and helps U.S. employers maintain a legal workforce.

#### Q: Why should I consider participating in E-VERIFY?

A: The state of Georgia has mandated that government entities comply with E-VERIFY. The State of Georgia and the City of Dalton requires a vendor's affidavit from any vendor who may provide labor or services to the City.

#### Q: How do I register for participation in E-VERIFY?

A: You can register for E-VERIFY at <a href="https://e-verify.uscis.gov/enroll">https://e-verify.uscis.gov/enroll</a>, which provides instructions for completing the registration process. You will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you the employer, the SSA, and USCIS. Any employee who has signatory authority for the employer can sign the MOU.

## Q: What should the EEV# that I am required to fill in on the E-VERIFY affidavit look like?

A: Your EEV# should be **5 or 6 digits** long, and should contain **no** letters. This number can be found on your MOU.

### Q: Do I have to sign a vendor's affidavit if I have no other employees besides myself?

A: No, if you have no other employees besides yourself, you can provide a copy of most state issued ID's, and this will meet the qualifications for E-VERIFY.

### Q: How can I get help with enrolling if I have a question?

A: DHS offers assistance in enrolling, phone number 1-888-464-4218 or email E-verify@dhs.gov

## Q: I have recently filled out an E-VERIFY affidavit for the City of Dalton, do I need to fill one out every year?

A: Yes, the City is required to update E-VERIFY affidavits annually.

#### Q: Who is required to submit an E-Verify affidavit?

A: <u>All businesses</u> that contract with the City for labor or services by bid or contract in which the labor or services exceed \$2,499.99 must submit an E-Verify affidavit unless the contractor has <u>no employees</u> or the <u>contract is with an individual</u> licensed under Title 26, Title 43, or the State Bar of Georgia who is in good standing and <u>that individual is performing the service</u>.

## Q: If the contract is exclusively for goods and there are no services being provided does the local governing authority need to collect an E-Verify vendor affidavit?

A: If the contract is solely for goods, there is no requirement that the vendor register with the federal E-Verify program.

## Q: Does the local governing authority have to collect affidavits from subcontractors and sub-subcontractors?

A: The local governing authority is only responsible for collecting contractor affidavits for the parties with whom the local governing authority has directly signed a contract. The contractor is responsible for collecting subcontractor affidavits, the subcontractors must collect from their sub-subcontractors, and so on.

# Q: If there is only one contractor that can provide a certain service to the local governing authority and they refuse to follow the E-Verify contractor requirements, can the local governing authority contract with them?

A: Local governing authorities can only enter into contracts with contractors that follow the E-Verify requirements as provided in O.C.G.A. §13-10-91.

#### Q: Is the local governing authority required to verify the information provided in the E-Verify Vendor affidavit?

A: No. The contractor is responsible for the information provided. If any of the information provided is determined to be erroneous, the liability is with the contractor and not the local governing authority.

# What Your Business Needs to Know about Georgia's E- Verify Requirements (Effective July 1, 2013)

#### **E-Verify Contractor Requirements**

Georgia law, O.C.G.A. § 13-10-91, requires <u>all businesses</u> that contract with a public employer for <u>labor or services</u> by bid or by contract in which the labor or services <u>exceed \$2499.99</u> to sign an affidavit attesting that they are registered for and use E-Verify <u>unless</u> 1) the contractor has <u>no employees</u> (in which case they must present an approved state issued identification card/drivers' license from an approved state as provided on the <u>Attorney General's website</u>) or, 2) the contract is with an <u>individual</u> licensed under Title 26, Title 43, or the State Bar of Georgia who is in good standing and <u>that individual</u> is performing that service. Anyone your business subcontracts with for labor and services, as well as the subcontractors of your subcontractors, in furtherance of that contract is also subject to this requirement. E-Verify Contractor, Subcontractor, and Sub-Subcontractor affidavits can be found <u>here</u>.

#### **E-Verify Private Employer Requirements**

Georgia law, O.C.G.A. § 36-60-6, requires all businesses, with more than 10 employees that are seeking an occupation tax certificate/business license or other document required to operate a business with a county or city to sign an affidavit attesting that they are registered for and use E-Verify. Businesses with 10 or fewer employees are required to sign an affidavit attesting that they are exempt from this requirement. Once a business has provided this affidavit to the county, all subsequent renewals can be provided with the submission of the E-Verify number, as long as it is the same number as provided on the affidavit, or assertion that your business is exempt. The county will provide the format in which renewal information is collected. E-Verify Private Employer and Exemption Affidavits can be found here.

#### What Is E-Verify?

E-Verify is a federal Web-based system that electronically verifies the employment eligibility of newly hired employees. It works by allowing participating employers to electronically compare employee information taken from the I-9 Form (the paper-based employee eligibility verification form used for all new hires) against records in the Social Security Administration's database and the records in the Department of Homeland Security immigration databases.

#### Where Do I Find My E-Verify Number?

The Human Resources Department for your business should have that information, if you have registered. The E-Verify number, which consists of four to six numerical characters, is located directly below the E-Verify logo on the first page of the memorandum of understanding (MOU) entered into between your business and the Department of Homeland Security (DHS) to use E-Verify.

#### What if I cannot locate or do not have access to my MOU?

If the HR director/program administrator for E-Verify from your business has taken the E-Verify tutorial, you may obtain your company ID number by: 1) Logging in to E-Verify with your assigned user ID and password; 2) From 'My Company,' select 'Edit Company Profile;' 3) The Company Information page will display the company ID number. If your HR director/program administrator has not completed the tutorial, you must contact E-Verify Customer Support at 888-464-4218 or at E-Verify@dhs.gov for assistance.

Is the Federal Tax Identification Number/Employer Identification Number (EIN) the same as the E-Verify Number?

No. While you will be required to provide the Federal Tax Identification Number/EIN for your business to DHS in order to register for E-Verify, a separate number, which consists of four to six numerical characters, will be provided as the E-Verify number for your business by DHS, which will be located on the MOU.

How Do I Register for E-Verify? To register for E-Verify, please visit the <u>DHS website</u>. If you need assistance in completing the registration process or need additional information relating to E-Verify, call their customer service number at 1-888-464-4218, email them at <u>E-Verify@dhs.gov</u> or visit their website at <a href="http://www.dhs.gov/e-verify">http://www.dhs.gov/e-verify</a>.

STATE OF GEORGIA
WHITFIELD COUNTY
CITY OF DALTON

#### VENDOR AFFIDAVIT AND AGREEMENT (E-Verify)

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

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

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

FURTHER AFFIANT SAVETH HOP.	
4/1///	4
BY: Authorized Officer or Agent	Da
The Surface Masters, Inc.	
President	
Title of Authorized Officer or Agent of Contractor	
Justin Meier	
Printed Name of Authorized Officer or Agent	
Sworn to and subscribed before me This 8 day of 2023	
a Harp.	
Notary Public	
My Commission Expires: May da, a023	
*MUST BE NOTARIZED HARP	
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Authorization Date for EEV Program

129558

Employment Eligibility (EEV) #

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

#### **FINANCE DEPARTMENT**

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



#### **Insurance Requirements**

**General Liability Coverage** - Before commencing any work for the City of Dalton, you must furnish a valid *General Liability Certificate of Insurance* with a minimum limit of \$1,000,000 per occurrence for bodily injury and property damage. **The City of Dalton, GA must be shown as an additional insured.** 

Workers Compensation - Please complete the Workers' Compensation Insurance Affidavit to determine if any exemption to Workers' Compensation Insurance is applicable. However, if no exemption is met, a valid Worker's Compensation Certificate of Insurance must be submitted evidencing:

- Workers' Compensation Statutory Limits
- o Employer's Liability:
  - Bodily Injury by Accident \$100,000 each accident
  - Bodily Injury by Disease \$500,000 policy limit
  - Bodily Injury by Disease \$100,000 each employee

#### Auto Liability Certificate of Insurance (if autos used in the performance of work):

o Minimum \$1,000,000 limit per occurrence for bodily injury and property damage. Comprehensive form covering all owned and non-owned and hired vehicles.

<u>Professional Services Insurance-Errors & Omissions</u> - Including consultants, counselors, engineers, attorneys, accountants, etc.

o Minimum \$1,000,000 per claim

## Additional Insurance Requirements based on type of service:

Type of Service	Additional Insurance Requirements				
Asbestos Abatement		(w/ 1 year extended reporting period) \$3,000,000			
Building Remodeling & Construction:  (This includes all aspects of building work,	For Renovations: Property Cor or greater than the existing bu	verage or Builders Risk Policy – equal to uilding value			
including, but not limited to: ducts, electrical, HVAC, painting, plumbing, roofing, etc. *The City of Dalton must be	equal to or greater than the total cost of construction per contract				
listed as an additional insured on contracts of this type*	Builders Risk Policy – equal to	w Construction: Property Coverage or or greater than the existing building			
	contract	he total cost of new construction per			
	If hazardous substances are in	nvolved:			
		w/1 year extended reporting period)			
	o Each Occurrence	\$1,000,000			
	Aggregate	\$2,000,000			
Landscaping & Lawn Care: (If herbicide, fungicide, pesticide or other	Environmental Impairment Liability (w/ 1 year extended reporting period)				
chemical application is involved)	O Each Occurrence	\$1,000,000			
	○ Aggregate	\$2,000,000			
Pest Control	Environmental Impairment Li period)	ability (w/ 1 year extended reporting			
	o Each Occurrence	\$1,000,000			
	o Aggregate	\$2,000,000			
Refuse Transportation & Disposal	Contractor's Pollution Liability (w/ 1 year extended reporting period)				
	o Each Occurrence	\$1,000,000			
	o Aggregate	\$2,000,000			
Transportation – this applies primarily to	Automobile Liability – seating capacity of 15 or less				
the transport of people	O Combined Single Limit				
	Automobile Liability – seating capacity greater than 15				
	O Combined Single Limit	\$5,000,000			

#### **WORKERS' COMPENSATION INSURANCE AFFIDAVIT**

Vendor/Contractor Name: The Surface Mosters, Inc. Vendor Number:  Address: 1393 Cobb Industrial Way, Marietta GA 30066  Contact: Griffin Duncan  Phone No.: 770-250-(0392					
Vendor/Contractor is: (check the appropriate box)					
<ol> <li>An employer that employs two or more persons, part-time or full-time.</li> <li>A sole proprietor with no employees*</li> <li>A sole proprietor with two employees who has filed a Form WC-10 with contractor's insurance company making election to be included as an employee for workers' compensation purposes.</li> <li>A partnership of less than three partners and no employees.</li> <li>A partnership with less than three employees but whose combined total of employees and partners includes three or more persons and the partners have filed a Form WC-10 with contractor's insurance company making election to be included as an employee for workers' compensation purposes.</li> </ol>					
6. A corporation or limited liability company with less than three employees but whose combined total of employees, officers and/or members includes three or more persons.					
If box Nos. 1, 3, 5, or 6 was checked above, please fill out the following insurance information:					
Workers Compensation Insurance Company Name: Sterling Seacrest Pritchard, Inc.					
Workers Compensation Insurance Policy No. <u>100054-394</u>					
Expiration Date 9 30 2023					
If self-insured, SBWC ID#					
By executing this affidavit, the undersigned verifies that the information supplied above is true and correct.					
Sworn to this 18 day of APril 2023.					
Subscribed and swornbefore me Signature:  on this day of Corel 1900 Name: Justin Marie:  Notary Public  Notary Public					
* "Employee" shall include Every person, including minors, working full-time or part- time under a contract of hire, written or implied.					

STATE OF GEORGIA
WHITFIELD COUNTY

CITY OF DALTON

#### **Information Security Affidavit**

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

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

The Surface Masters Inc. (vendor) will not reproduce any confidential information or take any confidential information outside the office without authorization from the City.

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

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

The Surface Masters, Inc. Vendor Name (Please Print)

4/18/2:

Date

Vendo Signature

## NA

	_						
City of	<b>Dalton</b>	ACH	Pay	ment.	Ap	proval	<b>Form</b>

FOR CITY	USE ONLY
Vendor	#:
Setup Da	ite:
Initiale	

Dear City of Dalton Vendor or Contractor:

**Depository Institution Name:** 

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

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

Routing Number:	Account Number:	Checking	Savings
E-mail address for Payment Notification:			
he helew named company estim	avidades and a Al 11		
he below named company ackn with the City of Dalton concernin	owledges and agrees that tr g the method of payment fo	ie terms and condition r goods and/or service	s of all agreements s shall be amended
allow for ACH payments as des	cribed above.	- Books array or service	s stidii ve dilicitaca
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he below named company will g	give thirty (30) days written i	notice to the City of Da	Iton of any changes
depository financial institution in depository financial institution will become effection will become effection in the content of the conten	ve fifteen (15) davs after its	uctions. When propi receipt by the City of D	erly executed, this
		eccipies y the city of b	alton.
Company Name:		Contact Person Name:	
Contact Person Phone Number: Contact Person			
Contact Person Phone Number:	Contact Person E-ma	l Address:	
Contact Person Phone Number:	Contact Person E-ma	l Address:	
	Contact Person E-ma	il Address:	
	Contact Person E-ma		
	Contact Person E-ma	Date	
	Contact Person E-ma		
		Date	Accounts Pavable at t
	Please return co		
	Please return co	Date  mpleted form to Attn:	

P.O. Box 1205

Attn: Accounts Payable

Dalton, GA 30722-1205



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/18/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed

If SUBROGATION IS WAIVED, subject to the terms this certificate does not confer rights to the certificate	and conditions of the	policy, certain no	licies may	require an endorsement	. A statement on
PRODUCER		MACT Natalie Mite			
Sterling Seacrest Pritchard, Inc.		MARKET TO THE PARTY OF THE PART		FAX	
2500 Cumberland Pkwy Suite 400	16	A/C. No. Ext): 678-424		(A/C, No):	
Atlanta GA 30339	+	ADDRESS: IIIITCHEII(			
That ha of toods	-	INSI	URER(S) AFFOR	DING COVERAGE	NAIC#
		NSURER A : Selective	Way Insura	nce Co	26301
The Surface Masters, Inc.	SURFMAS-01	NSURER B : Accident	Fund Nation	al Insurance Co	l
1393 Cobb Industrial Way	l e	NSURER C :			
Marietta GA 30066	l t	NSURER D :			
	l i	NSURER E :		A4,	
	i i	MEURER F:		to the same to the same of	
COVERAGES CERTIFICATE NU	JMBER: 1859738368			REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TO CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITURES.  TYPE OF INSURANCE  ADDI SUBR	IERM OR CONDITION O	F ANY CONTRACT  D BY THE POLICIES  EEN REDUCED BY P  POLICY EFF	THE INSURE	D NAMED ABOVE FOR TH DOCUMENT WITH RESPEC HEREIN IS SUBJECT TO	T TO WHICH THIS ALL THE TERMS,
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And the second s				MED EXP (Any one person)	\$ 15,000
TO A STATE WAS A		-		PERSONAL & ADV INJURY	\$1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$2,000,000
POLICY X PRO- JECT LOC				PRODUCTS - COMP/OP AGG	\$ 2,000,000
	487650	0/20/2020	AMAMANA.	COMBINED SINGLE LIMIT	\$
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OWNED SCHEDULED					\$
AUTOS ONLY AUTOS				BODILY INJURY (Per accident)	\$
X AUTOS ONLY X AUTOS ONLY				PROPERTY DAMAGE (Per accident	\$
					\$
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DED X RETENTIONS					\$
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ANYPROPRIETOR/PARTNER/EXECUTIVE TYPE					\$1,000,000
(Mandatory in NH)					
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A Street description	487650	9/30/2022	0/20/2022	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101,	Additional Remarks Schedule,	may be attached if more	space is requir	od)	
CERTIFICATE HOLDER		CANCELLATION			
		CARCELLATION			
		SHOULD ANY OF T	HE ABOVE D	ESCRIBED POLICIES BE CA	NCELLED DEFORE
		THE EXPIRATION	DATE THE	EREOF, NOTICE WILL E	E DELIVERED IN
The City of Dalton, GA		ACCORDANCE WITH THE POLICY PROVISIONS.			
Finance Department	1				
P.O. Box 1205 Dalton GA 30722		AUTHORIZED REPRESENTATIVE			

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**AUTHORIZED REPRESENTATIVE** Omen 2 Rich

	AGENCY CUSTOMER ID:	
	LOC #:	
ACORD <sup>®</sup>		

<b>ACORD</b> °

#### ADDITIONAL REMARKS SCHEDULE

Page	of

AGENCY Sterling Seacrest Pritchard POLICY NUMBER		NAMED INSURED The Surface Masters, Inc.	
			CARRIER ADDITIONAL DEMARKS
	EFFECTIVE DATE:		

#### THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM TITLE: Certificate of Liability Insurance: Notes FORM NUMBER: 25

Certificate Holder is included as an additional insured on the General Liability policy as per attached forms CG 79 21 (06/22) & CG 73 00 (06/22). Waiver of Subrogation is in place in favor of Certificate Holder for General Liability as per attached form CG 73 00 (01/19). General Liability coverage provided for additional insured is primary and non-contributory with respect to any similar insurance held by the additional insured to the extent provided via forms CG 79 21 (06/22) & CG 73 00 (06/22).

Certificate Holder is included as an additional insured on the Auto Liability policy as per attached form CA 78 09 (11/17).

Waiver of Subrogation is in place in favor of Certificate Holder for Auto Liability as per attached form CA 78 09 (11/17).

Waiver of Subrogation is in place in favor of Certificate Holder for Workers Compensation as per attached form WC 00 03 (13).

Umbrella policy is excess of General Liability, Auto Liability and Employers Liability subject to terms and provisions within policy.

# 40000FS 2487650 306

**DESCRIPTION** 

# ElitePace General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 06 22

**PAGE FOUND** 

Page 8

#### **SUMMARY OF COVERAGES (including index)**

Additional Insureds — Primary and Non-Contributory Provision

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-9) for changes affecting your insurance protection.

Blanket Additional Insureds — As Required By Contract	Page 5
<ul> <li>Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors)</li> <li>Lessors of Leased Equipment</li> <li>Managers or Lessors of Premises</li> <li>Mortgagees, Assignees and Receivers</li> <li>Any Other person or organization other than a joint venture</li> <li>Grantors of Permits</li> </ul>	
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability (\$100,000)	Page 4
Employee Definition Amended	Page 9
Employees As Insureds Modified	Page 5
Employer's Liability Exclusion Amended (Not applicable in New York)	Page 3
Incidental Malpractice Exclusion modified	Page 8
Knowledge of Occurrence, Claim, Suit or Loss	Page 8
Liberalization Clause	Page 8
Mental Anguish Amendment (Not applicable to New York)	Page 10
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members — as additional insureds	Page 5
Personal And Advertising Injury — Discrimination Amendment (Not applicable in New York)	Page 9
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended — Bail Bonds (\$5,000) and Loss of Earnings (\$1,000)	Page 4
Two or More Coverage Parts or Policies Issued By Us	Page 9
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3
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**INSURED'S COPY** 

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CG 73 00 06 22 Page 1 of THIS PAGE IS INTENTIONALLY LEFT BLANK.

# AUDUOUES SARZESO 208

# ElitePac® General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 06 22

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The SECTIONS of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss, coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

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

#### **COVERAGES** — Amendments

SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

**EXCLUSIONS** 

#### **Employer's Liability Amendment**

(This provision is not applicable in the State of New York).

The following is added to Exclusion e. Employer's Liability under COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2, Exclusions:

This exclusion also does not apply to any "temporary worker".

#### Non-Owned Aircraft, Auto or Watercraft

- A. Paragraph (2) of Exclusion g. Aircraft, Auto Or Watercraft under COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is deleted in its entirety and replaced with the following:
  - (2) A watercraft you do not own that is:
    - (a) Less than 26 feet long and not being used to carry persons or property for a charge; or
    - (b) At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition 4. Other Insurance, b. Excess Insurance under SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS.

B. The following is added to Exclusion g. Aircraft, Auto Or Watercraft under COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:

This exclusion does not apply to:

(6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition 4. Other Insurance, b. Excess Insurance under SECTION IV **COMMERCIAL GENERAL** LIABILITY CONDITIONS.

#### Damage To Premises Rented to You

A. The last paragraph of Paragraph 2. Exclusions under COVERAGE A BODILY INJURY AND PROPERTY DAMAGE is deleted in its entirety and replaced with the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in SECTION III - LIMITS OF INSURANCE.

- B. Paragraph 6. under SECTION III LIMITS OF INSURANCE is deleted in its entirety and replaced with the following:
  - 6. Subject to Paragraph 5. above, the most we will pay under COVERAGE A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.
- C. Paragraph a. of Definition 9. "Insured contract" under SECTION V — DEFINITIONS is deleted in its entirety and replaced with the following:
  - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

#### **Electronic Data Liability**

- A. Exclusion p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability under COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is deleted in its entirety and replaced by the following:
  - Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

B. The following paragraph is added to SECTION III — LIMITS OF INSURANCE:

Subject to 5. above, the most we will pay under COVERAGE A for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of \$100,000.

## SECTION I — COVERAGE C MEDICAL PAYMENTS EXCLUSIONS

#### **Any Insured Amendment**

Exclusion a. Any Insured under COVERAGE C MEDICAL PAYMENTS, 2. Exclusions is deleted in its entirety and replaced with the following:

#### a. Any Insured

To any insured.

This exclusion does not apply to:

- (1) "Not-for-profit members":
- (2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or
- (3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE**C MEDICAL PAYMENTS is excluded by another endorsement to this Coverage Part.

#### **Product Amendment**

Exclusion f. Products-Completed Operations Hazard under COVERAGE C MEDICAL PAYMENTS, 2. Exclusions is deleted in its entirety and replaced with the following:

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE**C MEDICAL PAYMENTS is excluded by another endorsement to this Coverage Part.

## SECTION I — SUPPLEMENTARY PAYMENTS — COVERAGES A AND B

#### **Expenses For Bail Bonds And Loss Of Earnings**

- A. Subparagraph 1.b. under SUPPLEMENTARY PAYMENTS COVERAGES A AND B is deleted in its entirety and replaced with the following:
  - b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- B. Subparagraph 1.d. under SUPPLEMENTARY PAYMENTS — COVERAGES A AND B is deleted in its entirety and replaced with the following:
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

## SECTION II — WHO IS AN INSURED — Amendments Not-for-Profit Organization Members

The following paragraph is added to **SECTION II** — **WHO IS AN INSURED:** 

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

- 1. Your officials;
- 2. Your trustees;
- 3. Your members;
- 4. Your board members:
- 5. Your commission members;
- 6. Your agency members;
- 7. Your insurance managers;
- 8. Your elective or appointed officers; and
- 9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

#### **Employees As Insureds Modified**

- A. Subparagraph 2.a.(1)(a) under SECTION II WHO IS AN INSURED does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".
- B. Subparagraph 2.a.(2) under SECTION II WHO IS AN INSURED does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".
- C. Subparagraph 2.a.(1)(d) under SECTION II WHO IS AN INSURED does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph (1) of Exclusion 2. e. Employer's Liability under SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY does not apply.

#### **Newly Formed Or Acquired Organizations**

A. Subparagraph 3.a. under SECTION II — WHO IS AN INSURED is deleted in its entirety and replaced with the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, COVERAGE A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- B. The following paragraph is added to SECTION II WHO IS AN INSURED, Paragraph 3:

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, Newly Formed or Acquired Organizations, the following is added to SECTION IV — COMMERCIAL GENERAL LIABILITY, Paragraph 4. Other Insurance, Subparagraph b. Excess Insurance:

The insurance provided by this provision, Newly Formed or Acquired Organizations, is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged)

## Blanket Additional Insureds — As Required By Contract

- A. Subject to the Primary and Non-Contributory provision set forth in this endorsement, SECTION II

   WHO IS AN INSURED is amended to include as an additional insured:
  - Owners, Lessees or Contractors/Architects, Engineers and Surveyors
    - a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph a. above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph a., above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

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

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph a. above are completed.

#### 2. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

#### a. Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

#### b. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

#### c. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends,

## d. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you,

# e. State or Governmental Agency or Political Subdivision — Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

(1) Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or

- (2) The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:
  - (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
  - (b) The construction, erection or removal of elevators; or
  - (c) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- i. "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or
- il. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs 2.b. through 2.d., this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

- B. The insurance coverge afforded to the additional insureds in this coverage extension:
  - Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury";
  - 2. Only applies to the extent permitted by law; and
  - Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III — Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

 Required by the written contract, written agreement or written permit you have entered into with the additional insured; or 2. Available under the applicable limits of insurance;

whichever is less.

The insurance provided by this extension shall not increase the applicable limits of insurance.

#### **Broad Form Vendors Coverage**

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II**—**WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

#### Incidental Maipractice

Subparagraph 2.a.(1)(d) under SECTION II — WHO IS AN INSURED is deleted in its entirety and replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

## SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS — Amendments

#### Knowledge Of Occurrence, Claim, Suit Or Loss

The following is added to Paragraph 2. Duties in the Event of Occurrence, Offense, Claim or Suit under SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

- 1. You, if you are an individual;
- 2. A partner, if you are a partnership;
- An "executive officer" or insurance manager, if you are a corporation;
- Your members, managers or insurance manager, if you are a limited liability company; or
- 5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

#### **Primary and Non-Contributory Provision**

The following is added to Paragraph 4. Other Insurance, b. Excess Insurance under SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under this policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

#### **Unintentional Failure To Disclose Hazards**

The following is added to Paragraph 6. Representations under SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

#### Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph 8. Transfer of Rights Of Recovery Against Others To Us under SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:

We will waive any right of recovery against a person or organization because of payments we make under this Commercial General Liability Coverage Part. This waiver applies only if the insured has agreed in a written contract or written agreement to:

- 1. Waive any right of recovery against that person or organization; or
- 2. Assume the liability of that person or organization pursuant to a written contract or written agreement that qualifies as an "insured contract": and
- 3. Include such person or organization as an additional insured on your policy.

Such waiver by us applies only to that person or organization identified above, and only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

#### Liberalization

The following condition is added to SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

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## Two or More Coverage Parts or Policies Issued By Us

(This provision is not Applicable in the state of New York or Wisconsin).

## The following condition is added to SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention. However, if the facts and circumstances that will respond to any claim or "suit" give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

#### **SECTION V — DEFINITIONS**

#### Discrimination

(This provision does not apply in New York).

- A. The following is added to Definition 14. "Personal and advertising injury":
  - "Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" or humiliation is:
  - 1. Not done by or at the direction of:
    - a. The insured; orb. Anyone considered an insured under SECTION II WHO IS AN INSURED:
  - Not done intentionally to cause harm to another person.
  - Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
  - 4. Not arising out of any "advertisement" by the insured.
- B. The following definition is added to SECTION V DEFINITIONS:

"Discrimination" means:

 Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;

- b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or
- c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

#### **Electronic Data**

The following definition is added to SECTION V — DEFINITIONS:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition 17. "Property damage" is deleted in its entirety and replaced by the following:

- 17. "Property damage" means:
  - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
  - b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

#### **Employee Amendment**

Definition 5. "Employee" under SECTION V — DEFINITIONS is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

#### **Golfing Facility**

The following definition is added to **SECTION V** — **DEFINITIONS**:

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

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#### **Mental Anguish Amendment**

(This provision does not apply in New York).

Definition 3. "Bodily injury" under SECTION V — DEFINITIONS is deleted in its entirety and replaced with the following:

 "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

#### **Not-for-profit Member**

The following definition is added to **SECTION V** — **DEFINITIONS:** 

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

# ADDITIONAL INSURED — OWNERS, LESSEES OR CONTRACTORS — COMPLETED OPERATIONS — AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

COMMERCIAL GENERAL LIABILITY
CG 79 21 06 22

### THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. SECTION II WHO IS AN INSURED is amended to include as an additional insured:
  - Any person or organization for whom you are performing or have performed operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your Commercial General Liability Coverage Part; and
  - 2. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above:

Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

#### However.

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- The insurance afforded to such additional insured will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

This coverage shall be excess with respect to the person or organization included as an additional insured by its provisions; any other valid and collectible insurance that person or organization has shall be primary with respect to this insurance, unless this coverage is required to be primary and/or not contributory in the contract or agreement referred to above.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III — Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the written contract or written agreement; or
- 2. Available under the applicable limits of insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

## DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

POLICY NUMBER: s 2487650

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09

#### THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

#### Designated Construction Project(s):

ALL CONSTRUCTION PROJECTS OF YOURS AND LOCATIONS AT WHICH YOU ARE PERFORMING SERVICE WORK FOR WHICH COVERAGE IS PROVIDED UNDER THIS POLICY.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds:
    - b. Claims made or "suits" brought; or
    - Persons or organizations making claims or bringing "suits".
  - 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

- 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  - 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of SECTION III Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

# ElitePac® Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 09 11 17

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM** 

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

## AMENDMENTS TO SECTION II - LIABILITY COVERAGE

A. If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

## NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to SECTION II, A.1. - Who is An insured:

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

- Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier:
- Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

## EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

Paragraphs (2) and (4) of SECTION II, A.2.a. - Supplementary Payments are deleted in their entirety and replaced with the following:

- (2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

## EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT

The following is added to SECTION II, B.4. - Exclusions:

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

#### **FELLOW EMPLOYEE COVERAGE**

The Fellow Employee Exclusion, SECTION II, B.5. - is deleted in its entirety.

#### CARE, CUSTODY OR CONTROL AMENDMENT

The following is added to **SECTION II**, **B.6.** - **Exclusions**:

This exclusion does not apply to property owned by anyone other than an "insured", subject to the following:

- The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and
- 2. A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.
- B. If this policy provides Auto Liability coverage for Owned Autos or Non-Owned Autos, the following extension is applicable accordingly:

#### LIMITED LIABILITY COMPANIES

The following is added to SECTION II, A.1. - Who is An insured:

If you are a limited liability company, your members and managers are "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you.

## BLANKET ADDITIONAL INSUREDS - As Required By Contract

The following is added to **SECTION II**, A.1. - Who Is An insured:

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Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional "insured" on your policy. Such person or organization is an additional "insured" only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

- It is required in the written contract, written agreement or written permit identified in this section;
- 2. It is permitted by law; and
- The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the "bodily injury" or "property damage".
- C. If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

#### **EMPLOYEES AS INSUREDS**

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to **SECTION II, A.1. - Who Is An Insured:** 

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name with your permission, while performing duties related to the conduct of your business.

## AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE

If this policy provides Comprehensive, Specified Causes of Loss or Collision coverage, the following extensions are applicable for those "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage is purchased:

#### **TOWING AND LABOR**

**SECTION III, A.2. - Towing** is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the maximum Limit of Insurance shown on the ElitePac Schedule per tow each time a covered "Private Passenger Auto", "Social Service Van or Bus" or "Light Truck" is disabled and up to the maximum Limit of Insurance per tow each time a covered "Medium Truck", "Heavy Truck" or "Extra Heavy Truck" is disabled. For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

#### GLASS BREAKAGE DEDUCTIBLE

The following is added to SECTION III, A.3. - Glass Breakage - Hitting A Bird Or Animal - Falling Objects or Missiles:

If damaged glass is repaired rather than replaced, no deductible will apply for such repair. This extension does not apply to Emergency Services Organizations and Governmental Entities.

ADDITIONAL TRANSPORTATION EXPENSES SECTION III, A.4.a. - Transportation Expenses is deleted in its entirety and replaced with the following:

We will pay up to the maximum Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in 1. or 2. below:

- We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
- 2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the number of days reasonably required to repair or replace the covered "auto" or 30 days.

Paragraph 2. of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

#### HIRED AUTO PHYSICAL DAMAGE COVERAGE

The following is added to SECTION III, A.4. - Coverage Extensions:

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown in the Declarations. But, the most we will pay for "loss" to each "auto" under this coverage extension is the lesser of:

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- 1. The Limit of Insurance stated in the ElitePac Schedule; or
- 2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- 3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
  - (a) The operational safety of the vehicle might otherwise be impaired;
  - (b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful; or
  - (c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost,

For each leased, hired, rented or borrowed "auto" our obligation to pay "losses" will be reduced by a deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to "losses" caused by fire or lightning.

**SECTION IV, B.5. Other Insurance** Condition, Paragraph **5.b.** is deleted in its entirety and replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- Any covered "auto" you lease, hire, rent, or borrow; and
- Any covered "auto" hired or rented by your "employee" under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

#### **HIRED AUTO LOSS OF USE COVERAGE**

The following is added to **SECTION III, A.4. - Coverage Extensions**:

We will pay expenses for which you are legally responsible to pay up to the Limit of Insurance shown on the ElitePac Schedule per "accident" for loss of use of a leased, hired, rented or borrowed "auto" if it results from an "accident".

This coverage extension does not apply to Emergency Services Organizations, Governmental Entities, and Schools.

## AUTO LOAN/LEASE GAP COVERAGE (Not Applicable in New York)

The following is added to SECTION III, A.4. - Coverage Extensions:

In the event of a total "loss" to a covered "auto" we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- 1. The amount paid under the Physical Damage Coverage Section of the policy; and
- 2. Any:
  - a. Overdue lease/loan payments at the time of "loss":
  - Financial penalties imposed under a lease for excessive use, abnormal wear and tear, high mileage or similar charges;
  - Security deposits not refunded by the lessor or financial institution:
  - Costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease; and
  - Carry-over balances from previous leases or loans.

You are responsible for the deductible applicable to the "loss" for the covered "auto".

#### PERSONAL EFFECTS

The following is added to **SECTION III, A.4. - Coverage Extensions:** 

If this policy provides Comprehensive Coverage for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the ElitePac Schedule, without application of a deductible, for lost personal effects that were in the covered "auto" at the time of theft. Personal effects do not include jewelry, tools, money, or securities. This coverage is excess over any other collectible insurance,

### **AIRBAG COVERAGE**

The following is added to SECTION III, B.3.a. - Exclusions:

Mechanical breakdown does not include the accidental discharge of an airbag.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

## EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

#### **SECTION III, B.4. - Exclusions**

This exclusion does not apply to the following:

- 1. Global positioning systems:
- 2. "Telematic devices"; or
- 3. Electronic equipment that reproduces, receives or transmits visual or data signals and accessories used with such equipment, provided such equipment is:

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- a. Permanently installed in or upon the covered "auto" at the time of the "loss":
- b. Removable from a housing unit that is permanently installed in the covered "auto" at the time of the "loss";
- Designed to be solely operated by use of power from the "auto's" electrical system; or
- d. Designed to be used solely in or upon the covered "auto".

For each covered "loss" to such equipment, a deductible of \$50 shall apply, unless the deductible otherwise applicable to such equipment is less than \$50, at which point the lower deductible, if any, will apply.

## COMPREHENSIVE DEDUCTIBLE - LOCATION TRACKING DEVICE

The following is added to SECTION III, D. - Deductible:

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the covered "auto" is equipped with a location tracking device and that device was the sole method used to recover the "auto".

#### PHYSICAL DAMAGE LIMIT OF INSURANCE

**SECTION III, C. - Limit Of Insurance** is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

- 1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities,

## AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS

## DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to SECTION IV, A.2.a. - Duties In The Event Of Accident, Claim, Suit Or Loss:

The notice requirements for reporting "accident" claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such "accident", claim, "suit" or "loss" do not apply until the "accident", claim, "suit" or "loss" is known to:

- 1. You, if you are an individual;
- 2. A partner, if you are a partnership;

- 3. An executive officer or insurance manager, if you are a corporation;
- 4. Your members, managers or insurance manager, if you are a limited liability company;
- Your elected or appointed officials, trustees, board members or your insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

But, this section does not amend the provisions relating to notification of police or protection or examination of the property that was subject to the "loss".

#### WAIVER OF SUBROGATION

SECTION IV, A.5. - Transfer Of Rights Of Recovery Against Others To Us is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto" but only when you have assumed liability for such "bodily injury" or "property damage" in an "insured contract". In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

## **MULTIPLE DEDUCTIBLES**

The following is added to SECTION IV, A. - Loss Conditions:

If a "loss" from one event involves two or more covered "autos" and coverage under Comprehensive or Specified Causes of Loss applies, only the highest applicable deductible will be applied.

## **CONCEALMENT, MISREPRESENTATION OR FRAUD**

The following is added to SECTION IV, B.2. - Concealment, Misrepresentation Or Fraud:

If you should unintentionally fail to disclose any existing hazards in your representations to us prior to the inception date of the policy or during the policy period in connection with any newly discovered hazards, we will not deny coverage under this Coverage Form based upon such failure.

#### POLICY PERIOD, COVERAGE TERRITORY

**SECTION IV, B.7. - Policy Period, Coverage Territory** is deleted in its entirety and replaced with the following:

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- During the policy period shown in the Declarations; and
- b. Within the "Coverage Territory".

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We also cover "loss" to or "accidents" involving a covered "auto" while being transported between any of these places.

## TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US - DEDUCTIBLES

The following is added to SECTION IV, B.8. - Two Or More Coverage Forms Or Policies Issued By Us:

If a "loss" covered under this Coverage Form also involves a "loss" to other property resulting from the same "accident" that is covered under this policy or another policy issued by us or any member company of ours, only the highest applicable deductible will be applied.

#### **AMENDMENTS TO SECTION V - DEFINITIONS**

## BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable in New York)

The definition of bodily injury is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" includes mental anguish resulting from bodily injury, sickness or disease sustained by a person.

## ADDITIONS TO SECTION V - DEFINITIONS COVERAGE TERRITORY

"Coverage Territory" means:

- The United States of America (including its territories and possessions), Canada and Puerto Rico; and
- 2. Anywhere in the world, except for any country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America, if a covered "auto" is leased, hired, rented, or borrowed without a driver for a period of 30 days or less, and the insured's responsibility to pay "damages" is determined in a "suit" on the merits in and under the substantive law of the United States of America (including its territories and possessions), Puerto Rico, or Canada, or in a settlement we agree to.

If we are prevented by law, or otherwise, from defending the "insured" in a "suit" brought in a location described in Paragraph 2. above, the insured will conduct a defense of that "suit". We will reimburse the "insured" for the reasonable and necessary expenses incurred for the defense of any such "suit" seeking damages to which this insurance applies, and that we would have paid had we been able to exercise our right and duty to defend.

#### **EXTRA HEAVY TRUCK**

"Extra Heavy Truck" means a truck with a gross vehicle weight rating of 45,001 pounds or more.

#### **HEAVY TRUCK**

"Heavy Truck" means a truck with a gross vehicle weight rating of 20,001 pounds to 45,000 pounds.

#### LIGHT TRUCK

"Light Truck" means a truck with a gross vehicle weight rating of 10,000 pounds or less.

#### **MEDIUM TRUCK**

"Medium Truck" means a truck with a gross vehicle weight rating of 10,001 pounds to 20,000 pounds.

#### **PRIVATE PASSENGER AUTO**

"Private Passenger Auto" means a four-wheel "auto" of the private passenger or station wagon type. A pickup, panel truck or van not used for business is included within the definition of a "private passenger auto".

## **SOCIAL SERVICE VAN OR BUS**

"Social Service Van or Bus" means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

#### **TELEMATIC DEVICE**

"Telematic Device" includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

### **VOLUNTEER WORKER**

"Volunteer worker" means a person who performs business duties for you, for no financial or other compensation.

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# ElitePac® Commercial Automobile Extension

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## SCHEDULE OF COVERAGE EXTENSIONS AND LIMITS OF INSURANCE

This ElitePac Schedule is a summary of additional coverages, coverage modifications and corresponding Limits of Insurance that supplements the Business Auto Coverage Form. No coverage is provided by this summary. Refer to the actual endorsement for changes affecting your insurance protection.

DESCRIPTION	
AMENDMENTS TO SECTION II - LIABILITY COVERAGE	
Newly Acquired Or Formed Organizations	Coverage Extension
Limited Liability Companies	Coverage Extension
Employees As Insureds	Coverage Extension
Blanket Additional Insureds	Coverage Extension
Expenses For Bail Bonds And Loss Of Earnings	
Bail Bonds	\$3,000 Per "Accident"
Loss Of Earnings	\$1,000 Per Day
Employee Indemnification and Employer's Liability Amendment	Coverage Extension
Fellow Employee Coverage	Coverage Extension
Care, Custody Or Control Amendment	\$1,000 Per Accident \$500 Deductible Per "Accident"
AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE	
Towing And Labor	Coverage Extension
Private Passenger Auto, Social Service Van or Bus, Light Truck Medium, Heavy and Extra Heavy Trucks	\$75 Per Tow \$150 Per Tow
Glass Breakage Deductible	Coverage Extension
Additional Transportation Expenses	\$60 per day up to a maximum of \$1,800
Hired Auto Physical Damage Coverage	\$75,000 per "loss"
Hired Auto Loss of Use Coverage	\$750 Per "Accident"
Auto Loan/Lease Gap Coverage (Not Available in New York)	Coverage Extension
Personal Effects	\$500 Per "Accident"
Airbag Coverage	Coverage Extension
Expanded Audio, Visual, And Data Electronic Equipment Coverage	Coverage Extension
Comprehensive Deductible - Location Tracking Device	Coverage Extension
Physical Damage Limit Of Insurance	Coverage Extension

DESCRIPTION	
AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS	
Duties In The Event Of Accident, Claim, Suit Or Loss	Coverage Extension
Waiver of Subrogation	Coverage Extension
Multiple Deductibles	Coverage Extension
Concealment, Misrepresentation Or Fraud	Coverage Extension
Policy Period, Coverage Territory	Coverage Extension
Two Or More Coverage Forms Or Policies Issued By Us - Deductibles	Coverage Extension
AMENDMENTS TO SECTION V - DEFINITIONS	
Bodily Injury Including Mental Anguish (Not Applicable in New York)	Broadened Definition
Coverage Territory	Broadened Definition

(Ed. 4-84)

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 09/30/2022 Policy No. AF WCP 100054394 01 Insured THE SURFACE MASTERS, INC.

Endorsement No. Premium: \$0

Insurance Company ACCIDENT FUND NATIONAL Countersigned by \_\_\_\_

**INSURANCE COMPANY** 

WC 00 03 13 (Ed. 4-84)

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## **Service Provider Information**

## **Company Info**

**Contact Person** 



The Surface Masters 1393 Cobb Industrial Way Marietta, Georgia 30066

P: 770-250-6392 F: 770-250-6392 http://www.thesurfacemasters.com Griffin Duncan
Account Manager
Griffin.Duncan thesurfacemasters.com
Cell: 404-450-9812
Office 770-250-6392 Ext 1709

## **About Us**

## We Solve Problems & Make Pavement Maintenance Simple!

The Surface Masters (SMI) provides pavement maintenance & construction services to the commercial, recreational and industrial markets throughout the Southeastern United States!

Our mission is to enhance our company, community, and lives one parking lot at a time by achieving complete client satisfaction resulting from constant delivery of high quality, cost effective, and timely resurfacing projects.

We are committed to complete client satisfaction and being the most responsive asphalt maintenance contractor in the industry. We appreciate the opportunity to provide these services and look forward to serving you as a client.

# Price Breakdown: Lakeshore Park Asphalt Track Resu



Please find the following breakdown of all services we have provided in this proposal.

This proposal originated on April 21, 2023.

item	Description		Cost
1.	Mill & Resurface with Full Depth Reclamation Option		\$367,355.00
		Total:	\$367,355,00

## **Authorization to Proceed & Contract**

You are hereby authorized to proceed with the work as identified in this contract. By signing and returning this contract, you are authorized to proceed with the work as stated.

We understand that if any additional work is required different than stated in the this proposal/contract it must be in a new contract or added to this contract.

Please see all attachments for special conditions that may pertain to aspects of this project.

## **Acceptance**

We agree to pay the total sum or balance in full 30 days after the completion of work.

I am authorized to approve and sign for this project as described in this proposal as well as the identified payment terms and options stated below:

\*A signed proposal is required prior to the scheduling of the work.\*

\*Price is valid for 15 days from proposal date\*

\*Proposal is based on the current price of liquid asphalt. If there is a price increase in liquid asphalt, there could be an additional charge for the difference.\*

Date:					

Caitlin Sharpe | Owner's Representative City Of Dalton 300 W Waugh St Dalton, GA 30720 csharpe@daltonga.gov

C: 706-278-5404 O: 706-278-5404 Griffin Duncan | Account Manager
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F: 770-250-6392

http://www.thesurfacemasters.com

# Additional Info: Lakeshore Park Asphalt Track Resurfactor



## **Contract Terms & Conditions**

- 1. This proposal and contract become effective as a contract, after the client/purchaser and the seller have both executed its acceptance. Conditions which are not incorporated in this contract will not be recognized as part of this agreement unless made in writing and approved by both parties via signatures. Additionally, this contract shall become a legally binding attachment to any contract entered into between The Surface Masters and the financially responsible company for which the work will be performed.
- 2. All credit must be approved as part of this contract prior to any work being done.
- 3. This proposal and contract may be withdrawn pending the results of a credit investigation, or it may be necessary to post a bond or establish an escrow account with sufficient funds, and a guarantee of payment upon completion of the work, or establish contract payment terms as detailed above.
- 4. The Surface Masters will not be responsible for failure to complete the work covered in this contract or by project deadline when prevented by strikes, labor troubles, accidents, necessary repairs to equipment, fire, flood, weather conditions or any other contingencies beyond our control.
- All work will be completed in a neat and workmanlike manor and only materials meeting state commission specifications for the type of construction will be used unless otherwise specified by architect, engineer, or owner and specified in this contract.
- 6. All invoices are due upon invoice or completion date unless other terms have been agreed upon in writing such as extended terms or corporate billing cycles.
- Quantities stated above in the proposal are approximate only. Payment will be based on actual field measurements.
   Owner agrees to pay necessary material overages. Prices listed in the proposal and contract will be valid for 15 days from date of proposal.
- 8. Payments not received within 30 days of invoice date will be subject to a 1 ½% monthly and 18% annual interest charge which will be added to monthly statements. Full payment for principal and interest is personally guaranteed by the individual signatory purchaser of this contract, as well as the company they represent and the financially responsible company for which the work is being performed.
- 9. Withholding of a retainer of invoiced work will constitute a breach of contract unless retainer is specifically detailed in the payment terms listed above.
- 10. Client shall in good faith: a) secure and pay for all notifications, bonds, permits, fees, licenses, police details, and inspections necessary for proper execution and completion of the work unless otherwise specified; b) provide all lines, grades, stakes, traffic control, engineering, and layout necessary for proper execution and completion of the work; c) proper marking of all utility lines, manholes, gas lines, poles, and other work impediments which are not listed by Dig Safe or any other utility based organization; d) a water supply for use by The Surface Masters, Inc. during this project; and e) assume the sole risk responsibility, and liability for damages arising from or related to the work performed and indemnify, defend, and hold harmless The Surface Masters, Inc. from any and all such claims for damages, including but not limited to attorney's fees, and/or losses resulting directly or indirectly from this installation. If, in the opinion of The Surface Masters, Inc., the Client has failed to perform in accordance with this paragraph, The Surface Masters, Inc. may refuse to perform work until Client makes the conditions suitable for commencement, continuation, and/or completion of the work.
- 11. Final payment, in full, is required upon contract completion invoice unless detailed previously above.
- 12. In the event of non or late payment of client/purchaser, the contract shall be considered by the client/purchaser, and any and all legal means will be pursued to the fullest extent of GA law to recover any uncollected funds, additionally the signatory party of this proposal and contract agrees that by signing and authorizing this contract they will be responsible for and reimburse any legal, or collection agency fees incurred by the seller, as per GA law or any other applicable state laws if work is performed in a different state other than GA.
- 13. If a specific time for completion is stated in the contract documents or in the Proposal/Contract, the time for completion will be extended to allow for any delays beyond the control of The Surface Masters, Inc. including, but not limited to, delays due to weather, the presence of hazardous materials and wastes, and the acts of other contractors. The Surface Masters, Inc. is not liable for any damages or delays in completion of the work.
- 14. The Surface Masters, Inc. reserves the right to withdraw this proposal for any reason at any time prior to approval. The PRICE is based on acceptance and approval as a contract by PRINCIPLE/OWNER within a maximum of fifteen (15) calendar days, however; due to the current volatility of the market, prices may adjust anytime. Additionally, The Surface Masters, Inc. may terminate this contract/agreement for any reason whatsoever, or for no reason. The

## Proposal: Lakeshore Park Asphalt Track Resurfacing



Surface Masters, Inc. shall give written notice of such termination to the Owner specifying when termination becomes effective.

- 15. The client/purchaser will be responsible for towing. A tow truck service should be available at client/purchaser's expense to relocate, in a timely fashion, any vehicles, trailers, equip., etc. that prevent the scheduled work from being completed. If there is a shut down and/or halt of operations due to a failure to notice and/or a lack of expeditious movement of obstructions hindering the scheduled work, additional charges may apply. In the event The Surface Masters incur towing fees, they will be billed as a change order to Owner/Authorized Agent. The change order will include processing fees in addition to the actual towing charge.
- 16. The owner is responsible to notify all landscapers, garbage companies, and/or any other routinely scheduled work/services to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
- 17. 90% of contract amount and change orders must be paid prior to completing punch list items and/or any changes for additional work required by owners/managers, cities or municipalities.
- 18. It is understood and agreed upon that all work is performed and scheduled "weather permitting."
- 19. This proposal does not include cost of permit fees, inspection fees, impact fees, or survey fees, unless specified in above scope, which may be required from the various agencies or municipalities having jurisdiction. If Owner/Authorized Agent directs this work to be completed without required permitting, all costs including, but not limited to, fees, expediting and fines are the responsibility of the Owner/Authorized Agent.
- 20. Change Orders, additions or extras requested by Owner, Contractor, or Municipality will be invoiced as an addition to the contract and shall not delay payment of the original contract sum. All Change Orders must be approved and signed by Owner/Authorized Agent.
- 21. All underground utilities including, but not limited to, electrical, cable, internet, plumbing and irrigation lines if damaged or broken are the responsibility of the Owner and not The Surface Masters. If The Surface Masters needs to repair damages, the costs will be billed to the Owner as a Change Order.
- 22. The Surface Masters will not be responsible for traffic control, unless specified otherwise in proposal, paint/product tracking, or damage to vehicles or persons trespassing in designated work areas.
- 23. Plans, engineers, layout, testing, bonds and as-builts by others.
- 24. The prices used in this proposal are based on the condition that all work quoted will be accepted in total.
- 25. In the event of a dispute regarding this contract, the prevailing party agrees to pay reasonable attorney fees, collection costs and all related costs incurred until such dispute is settled.
- 26. Unless specified in the scope, this proposal is based on work being completed during the hours of 8:00AM and 5:00PM, Monday through Friday, excluding holidays and weekends.
- 27. No warranties are honored unless payment is made in full. The Surface Masters will provide a one (1) year warranty, starting on last day of substantial completion, on materials and workmanship. Normal wear and tear is not covered under this warranty.

## Paving Commercial | Owner Responsibility & Conditions

- Sprinklers: should be off 24 hours prior until 48 hours after service. Avoid lawn cutting during this same period of time. The surface must be dry for our arrival. Areas where the pavement is wet could delay project start and/or prevent project from being completed on schedule.
- 2. Rain: If it's raining the day of scheduled service, assume we aren't coming and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict this very well. In the event that an unexpected storm happens, we will touch up any areas where the asphalt has been affected.
- 3. Site Services: The property is responsible to notify all routine service providers such as but not limited to landscapers, garbage companies, and moving companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
- 4. **Incidental Damage:** SMI is not responsible for incidental damage caused by heavy equipment required to conduct the project herein.
- 5. Unsuitable Subgrade: If asphalt repair areas require removal and replacement of unsuitable subgrade material in

## Proposal: Lakeshore Park Asphalt Track Resurfacing



- order to properly repair the damaged area, additional charges may apply.
- Tree Damage: SMI is not responsible for tree damage due to asphalt repairs in areas where root repair/removal is
  required in order to properly patch asphalt—additionally, SMI will not be responsible for future damage to these
  patched areas due to future root growth.
- 7. **Deteriorated Surroundings:** If area surrounding the new asphalt patch is severely deteriorated, loose asphalt from these areas may be displaced in the removal process this may leave the patch not perfectly square. This could also cause the new patch to fail in the future.
- 8. **Two Percent (2%) Fall:** Areas with less than two percent (2%) fall are not guaranteed for surface water drainage off of asphalt pavement.
- 9. Elevation Change: When overlaying a surface, elevations are changed and can sometimes cause different drainage patterns than the original design which can result in water back up, ponding, etc.—SMI is not responsible for correction of said problems, since this is unavoidable in most cases.
- 10. Additional Mobilizations: If additional mobilizations/move-ins are required by owner or as a result of work zone inaccessibility, additional mobilizations will be billed at a minimum of (\$7,500 for Paving and \$5,000 for Milling) each. This charge may be billed due to, but not limited to, site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Owner/Authorized Agent without prior consent of contractor, failure to notice by Owner/Authorized Agent or repairs to work caused by trespassing.
- 11. Cleaning: Customer is responsible for any "heavy cleaning", otherwise; SMI will bill for this additional cleaning.
- 12. Water: Owner to supply water and hydrant for mill, soil cement equipment, rollers, and other required equipment needed to properly conduct the project.
- 13. **Reflective Cracking:** The Surface Masters will not accept responsibility for reflective cracking of new asphalt overlay due to the cracked condition of the existing asphalt pavement.
- 14. SMI is not responsible for permits, poor sub-soil, removal of rocks and boulders, landscaping, and/or utility location and relocation.
- 15. **Unforeseeable and Pre-Existing Conditions:** SMI is not responsible for failures in base and pavement due to any underground installations, settlement of fills, poor subsoil, wet weather springs, or improper drainage conditions; not for the correction of any such condition determined to exist prior to our work, including landscaping. Additionally, SMI is not responsible for permits nor utility location or relocation. A utility locate will be done to locate the proximity of utilities, however; this is just an approximation. It does let us know the depth at which these utilities are located nor an exact location. We have utility locates done prior to any dig work in order to enhance our chances to avoid such utilities, however; we cannot guarantee a utility won't be hit as they are unforeseeable.
- 16. Cleaning Expenses: The owner understands the scope of work called for in this agreement can be a messy process. To provide the owner with a quality product, The Surface Masters, Inc. uses industry standard techniques along with modern equipment to clean, prepare, and execute the project scope which can create a dusty and dirty environment. The Surface Masters, Inc. is not responsible for cleaning, repairing, or replacing any surfaces that have been soiled, stained, or have accumulated dust as a result of the process, equipment, and/or materials needed to complete the project.
- 17. **Driving on Surface**: Once you start driving on paved/sealed surface, avoid turning your wheels unless your vehicle/equipment is moving. We understand this may be difficult to do, but understand that when wheels are turned on a freshly paved/sealed asphalt surface, scuffing and turn marks will be evident. Consequently, we are not responsible for any such scuffing, indentation, or damage caused by the turning action of these vehicles and/or equipment, especially heavy trucks/equipment and 18-wheelers. This is not uncommon and is NOT a sign of poor workmanship or improper materials. New asphalt and sealer can take up to 90 days to fully cure. No worries, in time most scuffs will blend in with surrounding surface depending on severity.
- 18. Barricaded Parking Lot: It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone in a timely fashion. If any cars are left in the area of work, we cannot be held responsible for any damage to the vehicles. It is our understanding that The Surface Masters (SMI) will have full access to the designated parking area which will be free of any obstructions causing zero work delays. Additional fee may be incurred due to work stoppage or delays as a result of lack of expeditious movement of vehicles in scheduled work areas. SMI is not responsible for any tracking of tack caused by any vehicles and/or pedestrians if the barricades are moved prematurely or without authorization. The Project Manager will remove the barricades once the material has cured.

## Proposal: Lakeshore Park Asphalt Track Resurfacing



## **Warranty & Conditions**

- All material guaranteed to be installed exactly as specified.
- 2. Due to unforeseeable conditions during excavation, depths may go deeper than anticipated. A change order may be necessary should this occur.
- 3. Any necessary permits or permit fees are owners' responsibility.
- 4. NOTE: This proposal may be withdrawn by us if not accepted within 20 days,
- 5. The cost of and obtaining of all permits, bonds, stakeouts, cut sheets, layout engineering, testing, etc. are excluded.
- 6. If, after being made aware of undesirable sub-base or base coarse conditions, the owner or owner agent insists on the installation of any part of the pavement without authorizing corrective action, our firm will not be responsible for any subsequent pavement failures, and will be paid as stated in the contract. Our firm shall not be liable for any failure to undertake or complete the work for causes beyond our control.
- 7. Unless weekend work is clearly identified in the proposal, price is for work to be completed during the week (Monday-Friday). Night or weekend work available at additional cost.
- 8. Proposal is based on the current price of liquid asphalt. If there is a price increase in liquid asphalt, there will be additional charge for the difference.
- 9. Existing Surface: The existing surface will be expected to support the weight of all required construction equipment. In the event that due to poor sug-grade conditions sinking may occur when we drive onto your site, Our firm will not be held responsible for damages to any concrete or asphalt due to the weight of our trucks & equipment.
- Our firm assumes no liability for damage to any utilities such as but not limited to gas, electric, plumbing, phone, cable, dog fencing, sprinklers, culvert pipes, etc.
- 11. Unless stated otherwise in the above scopes, all work will be warranted for a period of (1) one year from date of installation on materials and workmanship, **except cracks**.

## **Attachments**



Please click any of the links below to view and print all documents.

## **Company Attachments**

**Certificate of Insurance** 

**FDR Diagram** 

Form W9

**Full Depth Reclamation** 

**Project and Billing Contact Form** 



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

Meeting Date: June 5, 2023

**Agenda Item:** Professional Services Agreement for Asbestos Abatement

for John Davis Recreation Center

**Department:** Recreation

**Requested By:** Caitlin Sharpe

Reviewed/Approved by City Attorney?

Yes

**Cost:** \$16,475

**Funding Source if Not** 

2020 SPLOST

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 MAGOBA, LLC to complete the asbestos abatement services at John Davis Recreation Center. The scope of work included in this proposal must be completed prior to the demolition of this portion of the building.

See the attached proposal for additional information.

#### THE CITY OF DALTON

#### PARKS AND RECREATION DEPARTMENT

#### GENERAL PROFESSIONAL SERVICES AGREEMENT

THIS GENERAL PROFESSIONAL SERVICES AGREEMENT is made and entered into on this <u>5</u> day of <u>June</u>, 2023 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and <u>MAGOBA, LLC</u>, hereinafter referred to as "CONSULTANT".

WHEREAS, the CITY desires to engage the CONSULTANT to provide professional services; and,

WHEREAS, the CITY finds that the proposed Scope of Services and terms of this Contract are acceptable; and,

WHEREAS, the CONSULTANT desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth,

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

- 1. EMPLOYMENT OF CONSULTANT: The CITY hereby engages the CONSULTANT and the CONSULTANT hereby agrees to perform the professional services hereinafter set forth.
- 2. PROJECT/SCOPE OF SERVICES: The CONSULTANT shall complete the project and perform the scope of services specified in the CITY's Request for Proposal which is included herein by reference and the specifications provided in the CONSULTANT's proposal attached hereto as Exhibit "A".
- 3. ADDITIONAL SERVICES: The CONSULTANT shall provide additional services, not specifically provided for in Exhibit "A", upon written request and authorization by the CITY.
- 5. DATE OF COMPLETION: The CONSULTANT shall complete the project on or before June 30, 2023

- 6. CONTRACT SUM: The CITY shall pay to CONSULTANT the total sum of \$16,200.00 Dollars for the complete performance of the project and terms of this Agreement.
- 7. CONTRACT PENALTY: The CONSULTANT shall pay to the CITY the amount of \$100.00 Dollars per calendar day for unexcused delay in completion of the project past the date of completion.
- 8. PAYMENT: The CITY shall pay the contract sum to CONSULTANT upon complete performance of the project and terms of this Agreement. CONSULTANT shall provide to CITY an Affidavit from the CONSULTANT stating the CONSULTANT has fully performed all terms of the Agreement. Final payment shall be made no later than 30 days after receipt of said Affidavit. Upon completion of any additional services, said additional services shall be paid within 30 days of receipt of invoice from CONSULTANT. Payment(s) shall be made via electronic funds transfer (EFT).

## 9. CITY COVENANTS: CITY covenants and agrees:

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

## 10. CONSULTANT COVENANTS: CONSULTANT covenants and agrees:

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

- e. to promptly report in writing to CITY any unsafe or defective condition of the subject property and any adverse site condition, which shall include but not be limited to limited access, extremely dense vegetation, subsurface conditions, damaged property, or existing utilities, that may adversely affect CONSULTANT's ability to complete the scope of services or other terms of this Agreement;
- f. to promptly report in writing to CITY any damage to or injuries sustained on the subject property and to promptly repair any damage to the subject property which is made necessary by any act of CONSULTANT, its employees, agents, subcontractors, or invitees;
- g. to keep the subject property in a clean and orderly condition and to remove any personal property of CONSULTANT upon completion of the project;
- h. to perform all work on the project in a good and workmanlike manner, free from faults and defects, and in conformance with the terms of this Agreement;
- i. to determine the appropriate method, details and means of performing the scope of services provided by this Agreement;
- j. to exercise the ordinary standard of care in complying with the laws, codes, and regulations applicable to the CONSULTANT's services
- k. to exercise diligence and to complete delivery of the scope of services in a timely manner consistent with the exercise of due care;
- 1. to attend meetings to make presentations or to otherwise review the progress of the work as set out in the scope of services at the reasonable request of the CITY;
- m. to prepare and submit to the CITY reports required by the scope of services or upon the written request of the CITY.
- 11. INDEMNITY: CONSULTANT shall indemnify CITY from and hold CITY harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of CONSULTANT'S use and occupancy of the subject property or by the negligence, willful acts, or errors or omissions with respect to the performance of the professional services of CONSULTANT, its employees, agents, subcontractors, or invitees and from all expenses incurred by CITY as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of CITY or any of CITY's employees, agents or representatives acting on behalf of the CITY.

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

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

- 12. INSURANCE: CONSULTANT agrees to carry at its own expense through the term of this Agreement the types and amounts of insurance required to maintain status as a Vendor of the City of Dalton or as provided herein below, whichever is greater. CONSULTANT shall provide CITY with copies or evidence of such insurance coverage prior to the commencement date of the Agreement. Such insurance policies shall name CITY as an additional insured and shall be issued by such insurance companies and on such forms as may be approved by CITY. Said insurance shall include the following:
  - a. General Liability Coverage General Liability policy with a minimum limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
  - b. Workers' Compensation Coverage Workers' Compensation policy with the following minimum limits:
    - i. Workers' Compensation statutory limits;
    - ii. Employer's Liability:
      - 1. Bodily Injury by Accident \$100,000.00
      - 2. Bodily Injury by Disease \$500,000.00 policy limit
      - 3. Bodily Injury by Disease \$100,000.00 each employee. CONSULTANT shall complete the Workers' Compensation Insurance Affidavit of the City of Dalton to determine if any exemption to Workers' Compensation Insurance is applicable.
  - c. Auto Liability Coverage Auto Liability policy with a minimum of \$1,000,000.00 limit per occurrence for bodily injury and property damage, if motor vehicle is used in performance of scope of services. Comprehensive form covering all owned, non- owned, and hired vehicles
  - d. Professional Services Errors & Omissions Coverage Professional Services E&O policy with a minimum of \$1,000,000.00 per claim.
- 13. ASSIGNMENT: CONSULTANT may not assign all or any portion of the Agreement without the prior written permission of CITY.
- 14. SUBCONTRACTOR: The CONSULTANT shall provide written notice to CITY of the CONSULTANT'S intent to use a subcontractor for any portion of the project. CITY shall be entitled to reject any subcontractor it deems not qualified to complete the project. Any subcontractor approved for work on the project shall abide by any and all terms of this Agreement.

- 15. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Agreement shall not be construed to be a waiver thereof, not affect the validity of any part of this Agreement or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Agreement shall be held to be a waiver of any other default and breach.
- 16. NOTICES: Any notice required or permitted to be given under this Agreement or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to CITY shall be mailed to:

City of Dalton

ATTN: City Administrator

P.O. Box 1205

Dalton, GA 30722-1205

Such notice to CONSULTANT shall be mailed to:

Magoba, LLC

**ATTN: Martin Gomez** 

1073 Grassmeade Way

Snellville, GA, 30078

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

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

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

- Additionally, CITY shall be authorized to rely upon all documents, whether in hard copy or electronic format, provided by CONSULTANT. Any changes to the material terms of any document shall be clearly identified and noted to CITY.
- 18. VENDOR: CONSULTANT shall register and remain active as a Vendor of the CITY by completing the City of Dalton Vendor Packet and fully comply with any and all requirements of said Vendor during the term of this Agreement.
- 19. TERMINATION OF CONTRACT: In the event that CONSULTANT defaults or neglects to perform work on the project in accordance with the terms of this Agreement, CITY may terminate this Agreement by providing written notice of termination. Prior to termination of this Agreement for default, CITY shall provide written notice to CONSULTANT of any default and provide CONSULTANT ten (10) days to correct said default or deficiency,

### 20. MISCELLANEOUS PROVISIONS:

- a. Governing Law; Venue. This Agreement is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive jurisdiction and venue for any action arising out of this Agreement shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive any and all objections or defenses thereto.
- b. Successors and Assigns. This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. CONSULTANT shall not assign its rights or obligations under this Agreement without the prior written consent of the CITY.
- c. Severability of Invalid Provisions. If any provision of this Agreement shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.
- d. Complete Agreement; Amendments. This Agreement constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.
- 21. Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law
  - a. Time is of the Essence. Time is of the essence of this Agreement in each and all of its provisions.

- b. Attorney Fees. In the event the CITY must enforce the terms of this Agreement by filing a civil action against CONSULTANT, then CONSULTANT shall pay an amount equal to fifteen percent (15%) of the contract sum as attorney fees.
- c. Confidentiality. All information and documentation regarding the project and the CONSULTANT's services shall be maintained in confidence and shall not be disclosed to any third party by CONSULTANT, without CITY's written authorization, except as may be required by the Georgia Open Records Act. CONSULTANT shall promptly notify CITY of any third-party request for said information or documentation prior to any disclosure. CITY agrees that the technical methods, design details, techniques, and pricing data contained in any material submitted by CONSULTANT pertaining to this Agreement shall be considered confidential and proprietary, and shall not be disclosed to any third party, except as may be required by the Georgia Open Records Act.

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

CONSULTANT:	CONSULTANT:	
	By:	
	Title:	
CITY:	CITY OF DALTON GEORGIA	
	By:	
	MAYOR	
	Attest:	
	City Clerk	



Magoba, LLC 1073 Grassmeade Way Snellville, Ga 30078

The City of Dalton - Finance Department 300 West Waugh Street Dalton, GA, 30720 Attn: Michael Hendricks

Subject: Submission of Bid for ASBESTOS ABATEMENT PROJECT - JOHN DAVIS RECREATION CENTER

Dear Mr. Hendricks

I am writing to formally submit my bid for the project ASBESTOS ABATEMENT PROJECT - JOHN DAVIS RECREATION CENTER as advertised by The City of Dalton. As an experienced asbestos abatement contractor with a proven track record of delivering high-quality remediation projects, I am confident that my proposal will meet your requirements and expectations.

I have carefully reviewed the project details provided in the Bid Packet document and the Limited Asbestos Survey Report and attend the Pre-bid meeting. Please find enclosed my comprehensive bid proposal, which includes the following key elements:

- Checklist for Bid Documents
- **Request for Sealed Bids**
- Instructions/Scope of Work
- Bid Form
- Mandatory Price Form
- E-Verify Affidavit
- Exhibit A: City of Dalton Vendor Package
- **Exhibit A: ACM Diagrammatic Drawing**
- **Business Licenses**

Thank you for considering our bid. I look forward to the opportunity to work with The City of Dalton. If you have any questions or concerns, please do not hesitate to reach out to us.

Sincerely,

Martin Gomez

President / CEO

Committed to Excellence!

## The City of Dalton

## **Parks and Recreation Department**

## REQUEST FOR SEALED BIDS—advertised on 4/27/2022

Sealed Envelope shall be marked with the following information:

## "ASBESTOS ABATEMENT PROJECT - JOHN DAVIS RECREATION CENTER"

	SCHEDULE OF EVENTS	
Mandatory Conference	e and site visit –	2:00 PM
904 Civic Dr. Dalton,	GA, 30736	May 3, 2023
If the contractor is not	able to attend the mandatory meeting, they	
can request a separate	meeting date with Michael Hendricks.	
possible exceptions to conditions should be a	for clarifications and questions. Any the bid specification and/or terms and ddressed during this phase. These requests addendum and must be emailed to:  .gov	3:00 PM May 5, 2023
time. Any late submitte must be submitted to T	s will be accepted until the due date and als received will not be considered. Bids The City of Dalton Finance Department augh Street, Dalton, Georgia, 30720.	3:00 PM May 11, 2023
THIS FORM MUST	F BE SIGNED AND SUBMITTED TO BI	E CONSIDERED FOR AWARD
COMPANY NAME:		DATE:
MAGOBA, LLC		5/11/2023
MAILING ADDRES	S:	PHONE:
1073 GRASSMEADE	EWAY	(404) 271-8239
CITY:		FAX:
SNELLVILLE		(678) 623-3435
STATE:	ZIP:	SSN OR FEDERAL TAX ID:
GEORGIA	30078	46- 3330993
EMAIL:		TITLE OF AUTHORIZED
marlyn@magoballc.co	om / magoba15@yahoo.com	REPRESENTATIVE: OWNER
PRINTED NAME:		AUTHORIZED SIGNATURE:
MARTIN GOMEZ		mother

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

## INSTRUCTIONS / SCOPE OF WORK

"ASBESTOS ABATEMENT PROJECT - JOHN DAVIS RECREATION CENTER"
THE CITY OF DALTON, GEORGIA

## INSTRUCTIONS / SCOPE OF WORK

## NAME OF PROJECT: <u>ASBESTOS ABATEMENT PROJECT - JOHN DAVIS RECREATION CENTER</u> NAME OF OWNER: THE CITY OF DALTON, GEORGIA

The City, through its Parks and Recreation Department, is seeking qualified professionals to perform asbestos abatement services for the John Davis Recreation Center located at 904 Civic Drive, Dalton, GA, 30720.

#### SITE INVESTIGATION

By submitting a bid, the Contractor acknowledges that he has investigated and satisfied himself as to:

- the conditions affecting the work, including, but not limited to, physical conditions of the site which may bear upon site access, handling and storage of tools and materials, access to water, electric or other utilities, or otherwise affect the performance of required activities;
- the character and quantity of all surfaces and subsurface materials or obstacles to be encountered in so
  far as this information is reasonably ascertainable from an inspection of the site, exploratory work done
  by the
- Owner or designated consultants, and information presented in the specification included with this
  contract;
- the environmental condition, including the presence, location, and condition of asbestos-containing materials (ACM), at the site.
- Any failure by the Contractor to acquaint himself with available information will not relieve him from the responsibility for estimating properly the difficulty or cost of successfully performing the work.
- Under no circumstances shall the Contractor rely on the material quantities indicated in this document as the total basis for the bid price. All quantities indicated herein are approximate and intended to alert the Contractor to the general scope of the project. Scheduled quantities refer only to ACM the Contractor may expect to encounter. No increase in contract cost will be considered due to the Contractor's failure to physically verify all quantities of the ACM specified by this document for removal.
- The Contractor shall include in their bid price the total estimated square footage of ACM anticipated submitted on the attached bid form.
- The Contractor shall include in their bid price the total fee to abate and dispose of the ACM listed in the Limited Asbestos Survey Report found on the City's Website https://www.daltonga.gov/rfps.
- The Owner is not responsible for any conclusions or interpretations made by the Contractor based on the information made available by the Owner.

5

 No bids will be accepted from any Contractor who has not inspected the job site either in person or through a qualified designated representative.

### SCOPE OF WORK

This bid document covers the abatement of asbestos-containing material from the John Davis Recreation Center. The building is located at 904 Civic Drive, Dalton, GA, 30720. A description of the areas to be abated is included in the Limited Asbestos Survey Report found on the City's Website -https://www.daltonga.gov/rfps.

Asbestos removal shall be conducted according to applicable Federal, State, and local rules/regulations.

- The abatement shall be coordinated with the Owner's representative and the site contact.
- The asbestos abatement Contractor will furnish all labor, supervision, materials, services, insurance, equipment, lighting, emergency lighting, power, and water necessary for the total removal of the areas of ACM listed in the Limited Asbestos Survey Report found on the City's Website https://www.daltonga.gov/rfps.
- The asbestos abatement Contractor shall submit an Asbestos Removal Notification to the EPD or State
   NESHAP Agency immediately upon receipt of a Notice-to-Proceed from the Owner.
- The abatement work shall be completed 30 days from the date affixed in the notice to proceed, as per agreement with the Owner.
- The asbestos abatement Contractor is responsible for demarcating the asbestos abatement areas and limiting access to authorized individuals only.

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

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

Installer's Qualifications: The Contractor's Bid shall include the qualifications of its installer. Include a minimum of three similar installations. Provide three Owner references. The Bid shall also include the

installer's certifications from the manufacturer and professional associations. The contractor must be on Georgia EPD's certified abatement contractors list.

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

Lump Sum Price: On the attached Bid form, provide the lump sum price and prices per area of request. The pricing for any additional warranties/maintenance programs shall be offered under a separate form within the Contractor's Bid.

Contractor Schedule: Contractors should provide a timeline of proposed work to begin and end.

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

## **BID FORM**

"ASBESTOS ABATEMENT PROJECT - JOHN DAVIS RECREATION CENTER" THE CITY OF DALTON, GEORGIA

## **BID FORM**

## **EXHIBIT "A"**

NAME OF PROJECT: <u>ASBESTOS ABATEMENT PROJECT - JOHN DAVIS RECREATION CENTER</u>
NAME OF OWNER: THE CITY OF DALTON, GEORGIA

NAME OF PROPOSED CONTRACTOR: MAGOBA, LLC (The "Contractor")

THE CITY OF DALTON (the "City"), pursuant to the provisions of O.C.G.A. § 36-91-1, et. seq., herein seeks competitive Bids from Contractors for the construction of the: "ASBESTOS ABATEMENT PROJECT - JOHN DAVIS RECREATION CENTER" at 904 Civic Drive, Dalton, GA, 30720. This Bid is submitted in response to the City's Request for Bids dated 4/27/2023.

This Bids is for the full and complete requested services of the Project in conformity with all requirements of the BID. The submission of this Bid constitutes a representation by the Contractor that it has carefully read the "Instructions/Scope of Work".

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

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

### Base Bid

The Contractor proposes to properly and meet safety standards in conformity with all requirements of the BID and furnish all necessary labor, material, and equipment for such construction, and, furthermore, to fully, completely, and strictly perform all obligations of the Contractor as set forth in the Contract Documents, for the lump sum contract price of: <a href="SIXTEEN THOUSAND">SIXTEEN THOUSAND</a>, FOUR HUNDRED SEVENTY-FIVE

The contractor must include a price sheet that is included at the end of the document with their submitted package. Bidders will be required to provide performance and payment bonds for 100% of the bid amount, if over \$100.000.

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

Attached hereto, and incorporated herein as part of this Bid, Contractor submits the contractor's qualifications and Bid. The contractor acknowledges that the City may rely upon the truthfulness and accuracy of the responses set forth therein. In addition, Contractor has submitted herewith as part of this Bid such documentation and information as the Contractor deems appropriate to establish that it is a responsible and responsive Contractor and that its Bid is the most advantageous to the City. The contractor acknowledges that the City may rely upon the truthfulness and accuracy of such documentation and information.

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

The contractor submits herewith its executed Bid Bond in accordance with the requirements of the City as set forth in the Instruction/Scope of Work.

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

[CONTRACTOR]	NIGOBA MA
By:	[SEAL]
Witness:	GEORGIA GEORGI
Sworn and subscribed to before me this 11 day of _	MAY,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
NOTARY PUBLIC:  Tended  Tended	OUN COUN COUNTY TO THE PROPERTY OF THE PROPERT

## **MANDATORY PRICE FORM**

"ASBESTOS ABATEMENT PROJECT - JOHN DAVIS RECREATION CENTER"
THE CITY OF DALTON, GEORGIA

## Mandatory Price Form

# ASBESTOS ABATEMENT PROJECT JOHN DAVIS RECREATION CENTER 904 CIVIC DRIVE, DALTON, GA, 30736

## **BID FORM**

A Bid Submitted By:	
MAGOBA, LLC	
(Company Name)	
SNELLVILLE, GEORGIA	
(City, State)	
TO: THE CITY OF DALTON FINANCE DEPARTMENT. 300 WE	ST WAUGH ST, DALTON, GA 30720
I have received Bidding Documents dated 04/27/2023 &	on the above reference project. I
have examined the Bidding Documents, and submitted the following	bid:
In submitting this bid, I agree:	

- 1. To hold my bid open for 60 days after the receipt of bids.
- 2. To enter into and execute an "Owner-Contractor Agreement", based upon this bid, if this bid is accepted by the Owner.
- 3. To perform all work required by the Contract Documents.
- 4. To complete all work no later than 30 days from notice to proceed.
- 5. The Owner reserves the right to waive any informality and irregularity in the best interest of the Owner.
- 6. Bids must be received no later than 3 p.m., May 11, 2023. Faxed bids will be accepted.

I agree to perform the above in consideration of the amount hereinafter scheduled.

## BASE BID:

Area	Description	Material Location	Estimated
			Quantity
A	Black Adhesive Under Tile	The bottom layer of all Floor Tile – Lobby and Hall Ways on the Main Floor	1,327 SF
В	Black Adhesive Under Tile	Front Large Multipurpose Room (Hill Side Room)	1,680 SF
С	Black Adhesive Under Tite	Handicap Restroom	50 SF
D	Black Adhesive Under Tile	Kitchen	80 SF
E	Black Adhesive Under Tile	Art room	530 SF
F	Black Adhesive Under Tile	Art Room Closet	90 SF
G	Black Adhesive	Exercise Room under Stairwell	520 SF
Н	Black Adhesive	Office near Exercise Room	260 SF
	Yellow Linoleum	Middle Closet in Gym	90 SF
J	Black Adhesive	All Flooring Upstairs	1,970 SF

<sup>\*\*\*</sup> Refer to Appendix - A for a diagram of ACM locations.

\*\*\* Quantities listed above are estimates to be used for inspection purposes only and should be field-verified.

Removal, handling, and disposal of asbestos-containing material as outlined in the Scope of Work and as indicated on the attached drawing.

## LUMP SUM:

Numbers:	\$_16,475
Words: \$_	SIXTEEN THOUSAND, FOUR HUNDRED SEVENTY-FIVE

 All prices are inclusive of all required and appropriate materials, labor, equipment, tools, transportation, services, licenses, fees, permits, etc., required by said documents to complete all divisions of the work.

The bid amount shall be shown in both figures and words. In case of discrepancy, the amount shown in words shall govern. The undersigned hereby agrees to hold the bid amounts for sixty (60) days following the bid date. The undersigned hereby agrees to commence work within ten (10) days of the date defined by the Notice to Proceed and to complete within the Contractor's submitted schedule unless extended in writing by the Owner.

Signed:	MARTIN GOMEZ	-mother	OWNER	
_	(Name)		(Title)	
Date:	5/11/2023			

## **Checklist for Bid Documents**

Failure to include all required documents will result in Bid being removed for consideration for award.
X Solicitation Form (Page 1 of this Document)
X Completed City Vendor Packet
X Vendor Affidavit and Agreement
X Price Form
X Checklist for Documents/Addenda Acknowledgement (this page)
X References of Past Similar Jobs (this page)
Addenda Acknowledgement
Failure to acknowledge any addenda will result in a non-responsive bid.
The vendor has examined and carefully studied the Bid and the following Addenda, the receipt of all of which is hereby acknowledged:
Addendum No. N/A Dated: N/A
Addendum No. N/A Dated: N/A
References of Similar Jobs:
Forest Park MS. Clayton County Public Schools  Name: Christy Crawford. Director of Construction  Email/Phone: christy.crawford@clayton.k12.ga.us / (770) 473-2805 Ext. 160117
Old Riverdale ES. Clayton County Public Schools Name: Christy Crawford, Director of Construction Sharp Middle School, Covington, GA 30014 Newton County Board of Name: Education. GC: COMPLETE DEMOLITION: James Morehead  Email/Phone: james.cds@att.net /770-757-7149
This affirms that all documents are included with the bidder's bid package.
Company's Name:
MAGOBA, LLC Date: 5/11/2023
Authorized Representative's Name: MARTIN GOMEZ
Authorized Representative's Signature:

## **VENDOR AFFIDAVIT AND AGREEMENT (E-VERIFY)**

"ASBESTOS ABATEMENT PROJECT - JOHN DAVIS RECREATION CENTER"
THE CITY OF DALTON, GEORGIA

STATE OF GEORGIA WHITFIELD COUNTY CITY OF DALTON

#### VENDOR AFFIDAVIT AND AGREEMENT (E-VenRy)

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

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

The undersigned contractor firther agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Dalton, Georgia of which this affidavit is a part, the undersigned contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 through the subcontractor's execution of the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08 or a substantially similar subcontractor affidavit. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Dalton, Georgia at the time the subcontractor(s) is retained to perform such service. FURTHER AFFIANT SAYETH NOT.

BY: Anthorized Officer or Agent
MAGOBA ENVIRONMENTAL, LLC
Contractor Name
OWNER
Title of Authorized Officer or Agent of Contractor
MARTIN GOMEZ
Printed Name of Authorized Officer or
Agent Sworn to and subscribed before me
This 11th day MA ... 20 23
Notary Public
My Commission Entires:

My 16, 2025
\*MUST BE NOTARIZED

Date

Date

Date

Date

MAGOBA ENVIRONMENTAL, LLC

Contractor

Agent Officer or Agent of Contractor

MARTIN GOMEZ

Printed Name of Authorized Officer or

Agent Sworn to and subscribed before me
This 11th day MA ... 20 23

Notary Public

My Commission Entires:

My 16, 2025

\*MUST BE NOTARIZED

Authorization Date for EEV Program 756435
Employment Eligibility (EEV) =

02/18/2014

 $^{*}$  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 bired employees, persuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "REV.Basic Pilot Program" operated by the U.S. Citizenehip and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Adversary and

## EXHIBIT A: CITY OF DALTON – VENDOR APPLICATION

"ASBESTOS ABATEMENT PROJECT - JOHN DAVIS RECREATION CENTER" THE CITY OF DALTON, GEORGIA

## "EXHIBIT A"

FINANCE DEPARTMENT P.O. BOX 1205

DALTON, GEORGIA 30722 PHONE: (706) 278-6006

FAX: (706) 277-4640



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

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

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

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

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

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

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

## **Return Documentation Checklist:**

## **REQUIRED FROM ALL VENDORS:**

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

## OR

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

## **OPTIONAL FORM**

- Completed ACH Payment Approval Form. (Please complete optional form to receive vendor payments through automated fund transfer.)
  - \*\*If any required forms are returned incomplete, an active vendor status will not be granted and subsequent payments may be delayed. Please remember that documents requiring notary verification must be notarized to be considered complete.

FINANCE DEPARTMENT

P.O. BOX 1205

DALTON, GEORGIA 30722 PHONE: (706) 278-6006

FAX: (706) 277-4640



## FOR CITY USE ONLY

-	Vend	lor ID	-
	Month	Day	Year

## **VENDOR APPLICATION**

Contract Number
Project Name John Davis Recreation Center
Company/Individual Name: MAGOBA, LLC
Doing Business As:
Physical Address: 1073 GRASSMEADE WAY.
City: SNELLVILLE State: GA Zip Code: 30078
Remittance Address for payments: 1073 GRASSMEADE WAY
City: SNELLVILLE State: GA Zip Code: 30078
Principal line of business, please briefly describe any services or products provided:ASBESTOS ABATEMENT, SELECTIVE INTERIOR DEMOLITION
Phone Number: 404-271-8239 Fax Number: 678-623-3435
E-Mail Address:magoba15@yahoo.com / marlyn@magoballc.com
Vendor Contact/Representative: MARTIN GOMEZ
Organized as: Individual Partnership X Corporation Date: 8/19/2013 State: GA
Federal Tax ID Number (if company): 4 6 _ 3 3 3 0 9 9 3
Social Security Number (if individual):
DUNS Number: 0 4 2 8 4 1 4 4 7
Special Status: DBE-Disadvantaged Business Enterprises (Please submit copy of certificate)  MBE-Minority Owned (Please submit copy of certificate)  WBE-Women Business Enterprises (Please submit copy of certificate)

## Form (Rev. October 2018) Department of the Treasury

## Request for Taxpayer Identification Number and Certification

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

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

CICALITA	1 Name is shown on was inverse to return bloom in was in the Burney	muctions and the late:	st infor	nation.								
	1 Name (as shown on your income tax return). Name is required on this line; d	io not leave this line blank.										
	2 Business name/disregarded entity name, if different from above											
ار	MAGOBA, LLC											
н раде 3.	3 Check appropriate box for federal tax classification of the person whose nan following seven boxes.	_	ck only o	one of the	certain	entitle	s (codes s, not in n page 3	lividua	only to us; see			
, ø	Individual/sole proprietor or U C Corporation S Corporation single-member LLC	Partnership	☐ Tru	st/estate				•				
Ype	☐ Limited liability company. Enter the tax classification (C=C corporation, S			c	Exemp	t payee	code (if	any)_				
or 1	Note: Check the appropriate box in the line above for the tax elevitication	of the circle member	D	<u>S</u>				_				
Print or type. See Specific instructions on	LLC if the LLC is classified as a single-member LLC that is disregarded in another LLC that is not disregarded from the owner for U.S. federal tax pris disregarded from the owner should check the appropriate box for the tr	code (i	Exemption from FATCA reporting code (if any)									
) Je	Other (see instructions)	(Applies to	account	meintainea	outside	the (J.S.)						
Ø	5 Address (number, street, and apt. or suite no.) See instructions. 1073 GRASSMEADE WAY			er's name	and addr							
S.	6 City, state, and ZIP code			f Daltor								
	SNELLVILLE, GA 30078	f		30x 1205								
	7 List account number(s) here (optional)		Datto	n, GA 3	0/22		_	_				
Par	The state of the s											
Enter y	our TIN in the appropriate box. The TIN provided must match the name withholding. For individuals, this is generally your social security num	ne given on line 1 to avo	id	Social se	curity nu	mber						
USIOSI	It alien, sole proprietor, or distensified entity, see the instructions for t	Dort I fotos Cou alless			7_[				$\Box$			
entitie:	i, it is your employer identification number (EIN), if you do not have a r	number, see How to get	a		┛┖		]					
Note:	f the account is in more than one name, see the instructions for line t	Alea esa Mhat Mama a	nd C	Or Employer	idontific	-Man -			-			
Numbe	or To Give the Requester for guidelines on whose number to enter.	. Poso ace villal lygille a	uru	Спроув	ROBINING	augn i	Maniper	T				
T TWO IS NOT				4 6	- 3 3	3	0 9	9	3			
Part								1				
	penalities of perjury, I certify that:											
Serv	number shown on this form is my correct taxpayer identification numb not subject to backup withholding because: (a) I am exempt from bac ice (IRS) that I am subject to backup withholding as a result of a failun onger subject to backup withholding; and	Man withhalaine as fat i	I have -		- NZ67 1 B			Reve	nue at I am			
	a U.S. citizen or other U.S. person (defined below); and											
4. The	FATCA code(s) entered on this form (if any) indicating that I am exemp	ot from FATCA reporting	ı is come	est.								
you have acquisi	ration instructions. You must cross out item 2 above if you have been no re failed to report all interest and dividends on your tax return. For real est althour abandonment of secured property, cancellation of debt, contribution an interest and dividends, you are not required to sign the certification, but	otified by the IRS that you tate transactions, item 2 of	are cur does not	rently sub apply. Fo	or mortga	ege int	erest pa	id,				
Sign Here	Signature of Wafum	D	ate >	5/3/20	23							
	eral Instructions	Form 1099-DIV (divi funds)	idends,	including	those fi	om st	ocks or	mutu	al			
noted.	references are to the Internat Revenue Code unless otherwise	<ul> <li>Form 1099-MISC (v. proceeds)</li> </ul>	arious t	ypes of in	come, p	rizes,	awards	, or g	ross			
related	developments. For the latest information about developments to Form W-9 and its instructions, such as legislation enacted	<ul> <li>Form 1099-B (stock transactions by broke</li> </ul>	or muti	ual fund s	ales and	i certa	in othe	r				
	ey were published, go to www.irs.gov/FormW9.	• Form 1099-S (proce	eds from									
		Form 1099-K (merci	hant car	d and thi	rd party	netwo	rk trans	sactio	ns)			
identifi	vidual or entity (Form W-9 requester) who is required to file an ition return with the IRS must obtain your correct taxpayer action number (TIN) which may be your social security number	<ul><li>Form 1098 (home m 1098-T (tuition)</li><li>Form 1099-C (cance</li></ul>			, 1098-E	(stud	ent loar	inter	est),			
(22N)	individual taxpayer identification number (ITIN), adoption er identification number (ATIN), or employer identification number	• Form 1099-A (acquis			ment of	GBC: 13~	d proc	Labor				
(EBN), to amoun	Preport on an information return the amount paid to you, or other treportable on an information return. Examples of information	Use Form W-9 only alien), to provide your	if you a	re a U.S.					it			
retums	Include, but are not limited to, the following. 1099-INT (interest earned or paid)	If you do not return be subject to backup later.	Form W	/-9 to the	request What is	er witi backı	a TIN, p with	<i>you n</i> ioldin	night g.			

STATE OF GEORGIA WHITFIELD COUNTY CITY OF DALTON

## **VENDOR AFFIDAVIT AND AGREEMENT (E-Verify)**

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

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

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

02/18/2014

756435

FURTHER AFFIANT SAYETH NOT.

mathew	5/3/2023
BY: Authorized Officer or Agent	Date
Magoba Environmental, LLC	
Contractor Name	
PRESIDENT / OWNER	
Title of Authorized Officer or Agent of Contractor	_
MARTIN GOMEZ	
Printed Name of Authorized Officer or Agent	<del></del>
Sworn to and subscribed before me	
This 3/d day of May 20	TOYA A
This 3hd day of May 20	IS ON
Notary Public	10 A
My Commission Expires:	VBLIC 55
*MUST BE NOTARIZED	MINING.

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

**Authorization Date for EEV Program** 

Employment Eligibility (EEV) #

Control Number: 13449051

## STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

## CERTIFICATE OF AMENDMENT NAME CHANGE

I, Brian P. Kemp, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

## MAGOBA ENVIRONMENTAL, LLC a Domestic Limited Liability Company

has filed articles/certificate of amendment in the Office of the Secretary of State on 03/08/2017 changing its name to

## MAGOBA, LLC a Domestic Limited Liability Company

and has paid the required fees as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said articles/ certificate of amendment.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on 03/13/2017



Brian P. Kemp Secretary of State

Control No.: 13449051

## STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

## CERTIFICATE OF ORGANIZATION

I, Brian P. Kemp, The Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

## MAGOBA ENVIRONMENTAL, LLC a Domestic Limited Liability Company

is hereby issued a CERTIFICATE OF ORGANIZATION under the laws of the State of Georgia on August 19, 2013 by the filing of all documents in the Office of the Secretary of State and by the paying of all fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on September 18, 2013

OF GROOMS TO CONSTITUTION OF C

B-Ph

Brian P. Kemp Secretary of State

Tracking #: Fowsqea8

## **FINANCE DEPARTMENT**

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



## **Insurance Requirements**

General Liability Coverage - Before commencing any work for the City of Dalton, you must furnish a valid General Liability Certificate of Insurance with a minimum limit of \$1,000,000 per occurrence for bodily injury and property damage. The City of Dalton, GA must be shown as an additional insured.

Workers Compensation – Please complete the Workers' Compensation Insurance Affidavit to determine if any exemption to Workers' Compensation Insurance is applicable. However, if no exemption is met, a valid Worker's Compensation Certificate of Insurance must be submitted evidencing:

- o Workers' Compensation Statutory Limits
- Employer's Liability:
  - Bodily Injury by Accident \$100,000 each accident
  - Bodily Injury by Disease \$500,000 policy limit
  - Bodily Injury by Disease \$100,000 each employee

## Auto Liability Certificate of Insurance (if autos used in the performance of work):

Minimum \$1,000,000 limit per occurrence for bodily injury and property damage. Comprehensive form covering all owned and non-owned and hired vehicles.

<u>Professional Services Insurance-Errors & Omissions</u> - Including consultants, counselors, engineers, attorneys, accountants, etc.

o Minimum \$1,000,000 per claim

## Additional Insurance Requirements based on type of service:

Type of Service	Additional Insurance Requirements					
Asbestos Abatement	Contractor's Pollution Liability	(w/ 1 year extended reporting period)				
	O Each Occurrence	\$3,000,000				
Building Remodeling & Construction:  (This includes all aspects of building work, including, but not limited to: ducts,	For Renovations: Property Coverage or Builders Risk Policy – equal to or greater than the existing building value  For New Construction: Property Coverage or Builders Risk Policy –					
electrical, HVAC, painting, plumbing, roofing, etc. *The City of Dalton must be listed as an additional insured on contracts of this type*	equal to or greater than the total cost of construction per contract					
	If hazardous substances are in Contractor's Pollution Liability Each Occurrence Aggregate	wolved: w/ 1 year extended reporting period) \$1,000,000 \$2,000,000				
Landscaping & Lawn Care: (If herbicide, fungicide, pesticide or other chemical application is involved)	Environmental Impairment Lia period)	\$1,000,000 \$2,000,000				
Pest Control	Environmental Impairment Lia period)  O Each Occurrence O Aggregate	\$1,000,000 \$2,000,000				
Refuse Transportation & Disposal	Contractor's Pollution Liability	(w/ 1 year extended reporting period) \$1,000,000 \$2,000,000				
Transportation – this applies primarily to the transport of people	Automobile Liability – seating coordinated Combined Single Limit Automobile Liability – seating coordinated Combined Single Limit	\$3,000,000				

## WORKERS' COMPENSATION INSURANCE AFFIDAVIT

Vendor/Contractor Name: MAGOBA, LLC	Vendor Number:
Address: 1073 GRASSMEADE WAY, SNELLVILLE, GAS	30078
Contact: MARTIN GOMEZ	Phone No.: 404-271-8239
Vendor/Contractor is: (check the appropriate l	box)
<ul> <li>Insurance company making election compensation purposes.</li> <li>4. A partnership of less than three partnership with less than three emand partners includes three or more perwith contractor's insurance company may workers' compensation purposes.</li> <li>6. A corporation or limited liability components of combined total of employees, officers are</li> </ul>	s who has filed a Form WC-10 with contractor's to be included as an employee for workers'
Name: LM/Liberty Mutual	
Workers Compensation Insurance Policy No. WC	5-33S-B22X55-012
Expiration Date 10/11/2023	
If self-insured, SBWC ID#	
By executing this affidavit, the undersigned veri and correct.	ifies that the information supplied above is true
Subscribed and swort being meson on this 3.01 day of the scribe of the s	Sworn to this 3rd day of MAY 20 23.  Signature: MARTIN GOMEZ  THE: PRESIDENT / OWNER
time under a contract of hire, written or implies	n, including minors, working full-time or part-



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/11/2023

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

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

PRODUCER		CONTACT Samantha Kintz	
	Talbert Insurance Services 3473 Satellite Blvd, Suite 114 Duluth, GA 30096  MAGOBA LLC	PHONE (770)497-9400 FAX (A/C, No.	: (770)813-8535
	· · · · · · · · · · · · · · · · · · ·	E-MAIL ADDRESS: skintz@talbertservices.com	71.0.
Duluth, GA 30096	INSURER(S) AFFORDING COVERAGE	NAIC #	
		INSURER A: Evanston Insurance Company	
INSURED		INSURER B: Auto Owners Insurance	18988
	MAGOBA LLC	INSURER C: LM/Liberty Mutual	
	4524 Otha Way NW	INSURER D: Homeland Insuance Company of New Yor	k
	Lilburn, GA 30047-3538	INSURER E :	
		INSURER F:	

**COVERAGES** CERTIFICATE NUMBER: 00009104-3797554 REVISION NUMBER: 261

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

NSR	TYPE OF INSURANCE		SUBR WVD		POLICY EFF	POLICY EXP	LIMIT	S			
A	X COMMERCIAL GENERAL LIABILITY	Y	50050	TGCXC-N	10/01/2022	10/01/2023	EACH OCCURRENCE DAMAGE TO RENTED	\$	1,000,000		
	CLAIMS-MADE X OCCUR				l 1				PREMISES Ea occurrence	\$	100,000
			MED EXP   Any one person PERSONAL & ADV INJURY					MED EXP Any one person	\$	50,000	
				PERSONAL & ADV INJURY	\$	1,000,000					
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000		
	POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$	2,000,000		
	OTHER:							\$			
В	AUTOMOBILE LIABILITY			5119356800	05/03/2023	05/03/2024	COMBINED SINGLE LIMIT	\$	1,000,000		
	ANY AUTO						BODILY INJURY (Per person)	\$			
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$			
	HIRED NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$				
	X Hired Physical X umbi-pd 250k				l'		comp collision	\$			
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$			
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$			
	DED RETENTION \$							\$			
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC5-33S-B22X55-012	10/11/2022	10/11/2023	X PER OTH- STATUTE ER				
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$	1,000,000		
	(Mandatory in NH)	,,,,					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000		
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000		
D	POLLUTION LIABILITY			EV20220399-02 POLLUTION	05/08/2023	05/08/2024			5,000,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The City of Dalton, GA is an Additional Insured in regards to General Liability Coverage

Workers Comp: MARTIN GOMEZ

States Covered: GA,AL,NC,,TN,SC

CERTIFICATE HOLDER	CANCELLATION

CITY OF DALTON **PO BOX 1205 DALTON GA 30722** 

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

AUTHORIZED REPRESENTATIVE

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STATE OF GEORGIA

WHITFIELD COUNTY

CITY OF DALTON

## Information Security Affidavit

I understand that as a vendor with the City of Dalton, there is a possibility that the employee of MAGOBA, LLC (vendor) may be exposed to confidential information including, but not limited to social security numbers, credit card numbers, checking account information, and/or personal health information of customers or employees.								
In consideration of the active vendor status with the City of Dalton, and as an integral part of the terms and conditions of the continued active status, I hereby pledge as a representative of my company to safeguard the integrity of this information and agree that MAGOBA, LLC (vendor) will not at any time disclose any information to any person(s) within or outside the City of Dalton except as may be required in the performance of the duties my company has been hired for.								
MAGOBA, LLC (vendo	art will not reproduce and of the drive							
information or take any confidential information of the City.	r) will not reproduce any confidential utside the office without authorization from							
MAGOBA, LLC (vendor	A pico parage to makifu the city of							
employees witness another individual divulging such other than the performance of his/her duties.	) also agrees to notify the City if any of its ch confidential information for any purpose							
Any vendor in violation of any part of this policy will to and including any necessary legal action.	be subject to vendor status termination, up							
MAGOBA, LLC	5/3/2023							
141 11 (6)	Date							
mation								
Vendor Signature								

FOR CITY	USE ONLY
vendor	
etup Da nitials:_	ate:

## **City of Dalton ACH Payment Approval Form**

Dear City of Dalton Vendor or Contractor:

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

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

Depository Institution Name: BANK OF AN	IERICA			
Depository Institution Address: 10950 MED	LOCK BRIDGE RD. DULUTH, GA	A 30097		
Routing Number: 061000052	Account Number: 334044015089	Checking	X	Savings
E-mail address for Payment Notification: mag	oba15@yahoo.com			

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

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

Company Name: MAGOBA, LLC		Contact Person Name: MARTIN GOMEZ		
Contact Person Phone Number:	Contact Person E-mai	il Address:		
404-271-8239	magoba	15@yahoo.com		





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

City of Dalton
Attn: Accounts Payable
P.O. Box 1205
Patton GA 20733 1208

Daiton, GA 30722-1205

## **BUSINESS LICENSE AND MBE/DBE CERTIFICATIONS**

"ASBESTOS ABATEMENT PROJECT - JOHN DAVIS RECREATION CENTER"
THE CITY OF DALTON, GEORGIA



## License To Conduct Regulated Asbestos Activities in Georgia Lead-Based Paint and Asbestos Program Certification, Accreditation, & Licensing Unit

Richard E. Dunn, Director 4244 International Parkway, Suite 104 Atlanta, Georgia 30354

## MAGOBA, LLC

Having satisfied the requirements of The Georgia Asbestos Safety Act, O.C.G.A.

12-12-1, et seq and the Rules for Asbestos Removal and Encapsulation, Chapter 391-3-14, Is Hereby
Licensed as an ASBESTOS CONTRACTOR FIRM

To Remove and Encapsulate Friable Asbestos Containing Materials

Within the State of Georgia. This Certificate May Be Subject To Revocation, Suspension, Modification
Or Amendment By The Director For Cause Including Evidence Of Noncompliance; Or For Any
Misrepresentation Made In The Application, Supporting Data Entered Therein Or Attached Thereto, Or Any
Subsequent Submittals Or Supporting Data; Or Any Alterations Affecting The Ability To Perform
Duties Properly.

Martin Gomez					
3099 Breckinridge, Ste 208 B					
Duluth, GA 30096					
2 Fax: 678-6233435					
ASBRN-329835					
Martin Gomez					
Agent's Height	Agent's Weight				
5'5"	182				
153 tth	3099 Breckinridge, Ste 208 B  Duluth, GA 30096  Fax: 678-6233435  ASBRN-329835  Martin Gomez  th Agent's Height				

The Company License and the Agent's Authorization are interconnected, and the issue and expiration dates run concurrently. The issue and expiration dates shown below apply to both the Company License and the Agent's Authorization. If the agent ceases his authorization to serve, a replacement agent must be submitted immediately for approval consideration.

ISSUE DATE	EXPIRATION DATE
6/7/2022	6/7/2025

Jeninger Voyel

Jennifer Vogel, Program Manager Lead-Based Paint and Asbestos Program (404) 363-7026

ISSUED BY Shelli Lockwood

## GEORGIA DEPARTMENT OF ADMINISTRATIVE SERVICES CUSTOMER FOCUSED, PERFORMANCE DRIVEN

## Minority Business Enterprise

Certification for

MAGOBA, LLC

The company is hereby certified as: Minority Business Enterprise and Minority Subcontractor

Certification Date:07/29/19
(Must file annual Affidavit with GDOT)
Certification Number: 190826-000371

Lisa Eason

Deputy Commissioner, State Purchasing Division



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

July 9, 2020

Amended

Martin Gomez, CEO MAGOBA, LLC 1119 Fort Marcy Park Lawrenceville, GA 30044

## ANNIVERSARY DATE: Annually on July 29th

### Martin Gomez:

Congratulations! The Georgia Department of Transportation has reviewed your Georgia Uniform. Cartification Disadvantaged Business Enterprise (DDE) application. Our evaluation of the information submitted with your request for certification indicates that your firm has met the criteria outlined in Federal Regulations 49 CFR, Part 23 and 26.

DBE Certification will be continuous; however, it is contingent upon the firm maintaining its eligibility annually through this office. You will receive an Annual Affidavit for Continuing Eligibility (AACE) and request for Personal Financial Statement (PFS) approximately thirty days prior to your firm's certification amiversary date. The Annual Affidavit for Continuing Eligibility document must be completed, signed and returned to our office before your anniversary date in order to continue your firm's eligibility as a DBE.

Your firm will be listed in Georgia's UCP DBE Directory which can be accessed through the Department's website: <a href="https://www.dot.ga.gov">www.dot.ga.gov</a>. Prime contractors and consultants can verify your firm's DBE certification status and identify the work area(s) for which the firm is DBE eligible through this Directory.

## Your Vendor ID Code is: 16339

Your firm has been certified to provide the following services as outlined in the North American Industry Classification System (NAICS):

838910 Site Proparation Contractors 852910 Remediation Services

It is your obligation to notify GUCP of any changes in ownership and/or control of your company. If at any time during the year there is a change in ownership and/or control of your firm, you are required to notify this office of such change in writing by sworn affidavit and with supporting documents within thirty (30) days. Changes also include but are not limited to officers, directors, management, key personnel, scope of work performed, daily operations, ongoing business relationships with other firms or individuals, or the physical location of your firm.

Failure to do so will be deemed a failure, on your part, to cooperate and will result in immediate actions to remove DBR certification in accordance with 49 CFR Part 26, Section 26.83 (j) of the Federal DOT Regulation.

Questions and concerns should be directed to this office by mail or telephone. Our telephone number is (404) 631-1972. Our fax number is (404) 631-1943.

Sincerely

Kimberly A. King, EEO Director

KAK/CNB

Principled	on: Apr-11-2023 (1)	11260		S	tate of C	Georgia l	JCP Dire	ctory					
Business Name	Vendor Humber	ANGORAL SECTION	The state of the s	Priorier	Aggress N	Address & Line 2	City	Stat	čip Cude	Email	Centification Type	Certification	NAICS
MAGOBA,	00000000016339	Mr. MARTIN GOMEZ	(678)623-3435		4645 VALAIS CT.	UNIT 99	JOHNS CREEK	GA	30022	metabe15@yehoo.com	Disadvantaged Business Enterprise (DBE)		23891 56291

Business Name is equal to MAGOBA, LLC



## CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

**Meeting Date:** 6/5/2023

Agenda Item: Resolution to submit a pre-application for Land and Water

Conservation Funds (LWCF) for the expansion of the

Mack Gaston Community Center splash pad.

**Department:** Parks and Recreation

**Requested By:** Ethan Calhoun

Reviewed/Approved by City Attorney?

Sent for Review

Cost: \$243,000 in grant funds to match \$243,000 in local funds

**Funding Source if Not** 

in Budget

Proposed for FY 24' budget.

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

The Land and Water Conservation Funds are being requested in order to expand the Mack Gaston Community Center splash pad. If approved, the City would be eligible to complete a full LWCF application. In the event the LWCF grant is awarded to the City, the grant would cover 50% of the total project cost. (see attached project cost breakdown) The grant award announcement will not occur until Fall 2024

## **RESOLUTION 23-12**

## RESOLUTION OF THE CITY OF DALTON MAYOR AND COUNCIL AUTHORIZING THE SUBMISSIN OF A LWCF PRE-APPLICATION FOR (MACK GASTON SPLASH PAD PROJECT)

WHEREAS, at the Mayor and Council of the City of Dalton, Georgia meeting held on
June 5, 2023, a motion was made and duly seconded that the City of Dalton agrees to submit a pre-
application for funding from the Land and Water Conservation Fund. The City of Dalton further
agrees that in the event the City of Dalton's pre-application is recommended for funding by the
Department of Natural Resources, The City of Dalton certifies and assures that it has the ability
and intention to finance their 50 percent of the total project cost and will move forward with due
diligence to prepare, or have prepared, appropriate documentation required for a formal LWCF
application.
ADOPTED AND APPROVED by the City of Dalton on the 5th day of June, 2023 at a
meeting duly called and held with Council members voting in favor. Council members
opposed.
City of Dalton Connis
City of Dalton, Georgia
BY:
Mayor, David Pennington
$\Delta TTFST \cdot$

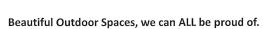
City Clerk, Bernadette Chattam

## Mack Gaston Splash Pad Project City of Dalton Cost Estimate

Description	Cost Estimate
Water Play Equipment	\$95,000.00
Installation	\$90,000.00
Concrete	\$45,000.00
Water Recirc System	\$105,000.00
Water Recirc System Installation	\$85,000.00
Permitting and Engineering Fees	\$12,000.00
Demo of Existing System	\$45,000.00
Freight	\$9,000.00
Total Project Estimate	\$486,000.00
LWCF Request	\$243,000.00
City of Dalton Match	\$243,000.00

## 1-800-390-8438







## **Budgetary Quote - Dalton Splash Pad**

TERRITORY MANAGER	DATE	TERRITORY	COUNTY	TERMS	COLORS
Curt Bennett	5/25/2023	Georgia	Elbert	Net10	TBD

PART NUMBER QUANTITY  1		JMBER QUANTITY DESCRIPTION		UNIT PRICE		TOTAL
		WaterPlay Equipment	\$	\$ 94,500.00		94,500.00
			SUBTOTAL F	OR EQUIPMENT	\$	94,500.00
		Certified So	uthern-Bu	ilt Installation	\$	89,500.00
Concrete	2500	Brushed Concrete Surface	\$	18.00	\$	45,000.00
RECIRC	1	Water Recirc System	\$	105,000.00	\$	105,000.00
RECIRC	1	Water Recirc System Installation	\$	85,000.00	\$	85,000.00
FEES	1	Permitting and Engineering Fees	\$	12,000.00	\$	12,000.00
DEMO	1	DEMO of existing system	\$	45,000.00	\$	45,000.00
	1					
DISCOUNT		)	,	DISCOUNT	\$	-
				SUBTOTAL	\$	476,000.00

TAX RATE	
SALES TAX	١ -

EQUIPMENT FREIGHT	8,540.00

TOTAL	\$ 484,540.00

Please Note Exclusions and Expectations on Attached Contract Form

Great Southern Recreation: 2441-Q Old Fort Parkway, Murfreesboro, TN 37128

# LWCF 2022-2023 Grant Cycle Timeline

January 2023 Educational webinars

April 1
Pre-app period
opens

May 31
Pre-app period closes

June – July Pre-apps reviewed & ranked

September
2nd Level
Application
announcements sent

February 1
2nd Level
Applications
due

March 2024
Applications
submitted to
NPS for 90day review

June-July 2024
Applications uploaded

Eall 2024
Grants Awarded
Sub-agreements executed
Financial workshop held
Project begins



## CITY COUNCIL AGENDA REQUEST

Meeting Type:	Mayor & Council Meeting
Meeting Date:	6/5/2023
Agenda Item:	The request of Edwin and Jose Machado to annex a tract of land totaling 0.17-acre zoned Medium-Density Single-Family Residential (R-3) located at 1232 Frazier Drive into the City of Dalton. Parcel (12-179-02-059)
Department:	Planning and Zoning
Requested By:	Ethan Calhoun
Reviewed/Approved by City Attorney?	Sent for Review
Cost:	N/A
Funding Source if Not in Budget	N/A
Please Provide A Summa Explain the Request:	ry of Your Request, Including Background Information to
See the attached staff and	dysis.

CITY OF DALTON ORDINANCE

Ordinance No. 23-11

An Ordinance Of The City Of Dalton To Annex Property Into The City Of Dalton Pursuant To Chapter 36, Title 36 Of The Official Code Of Georgia Annotated; To Zone Said Property As R-3

Zoning Classification; To Provide An Effective Date; And For Other Purposes

WHEREAS, Edwin A. Machado Requeno and Jose J. Machado, have made written

application to the City of Dalton for annexation of unincorporated lands contiguous to the existing

corporate limits of the City of Dalton being approximately 0.17 acre off Frazier Drive and

identified as Tax Parcel No. 12-179-02-059; and

WHEREAS, the written application for annexation appears to be in proper form and to be

made by all of the owners of all of the lands sought to be annexed;

WHEREAS, the Property is currently zoned Medium-Density Single Family Residential

(R-3);

WHEREAS, the Owner is requesting the Property to retain the current zoning under the

Unified Zoning Ordinance;

WHEREAS, the rezoning is in conformity with the City of Dalton Joint Comprehensive

Plan;

WHEREAS, the Dalton-Whitfield Planning Commission considered the proposed

rezoning of the Property at a duly noticed public hearing held on May 22, 2023 and subsequently

forwarded its favorable recommendation to the Mayor and Council;

BE IT ORDAINED by the Mayor and Council of the City of Dalton and by authority of

the same it is hereby ORDAINED as follows:

Section 1.

The recitals contained herein above are incorporated herein by reference and are adopted

as findings and determinations of the Mayor and Council.

Section 2.

Based upon all of the considerations applicable to annexation and zoning decisions of the

City of Dalton and upon review of the recommendation of the Dalton-Whitfield County Planning

Commission and its professional land-use staff's analysis, the Mayor and Council find the

requested zoning classification to be proper and the land is hereby annexed and zoned as requested

subject to all the provisions and requirements of that zoning classification.

Section 3.

The lands hereinafter annexed into the corporate limits of the City of Dalton are described

as follows:

All that tract or parcel of land lying and being in Land Lot No. 179 in the 12<sup>th</sup> District and 3<sup>rd</sup> Section of Whitfield County, Georgia and being Lot

No. 23 of Spence Subdivision, Phase 2, more particularly described according to a plat of survey of said subdivision prepared for Brian Spence by Mitchell Lowery, Georgia Registered Land Surveyor No.

3109, dated March 26, 2018 and recorded in Plat Cabinet E, Slide 1095, in the Office of the Clerk of the Superior Court of Whitfield County, Georgia, which plat is incorporated herein by reference for a complete

description, subject to drainage easement located thereon.

Parcel ID: 12-179-02-059

Section 4.

The Property is to remain zoned as R-3 zoning classification subject to all the provisions

and requirements of that zoning classification.

Section 5.

The acreage of the Property is approximately 0.17 acres. No streets or roads are affected

by this annexation.

279

## Section 6.

The City Clerk of the City of Dalton, Georgia is instructed to send an annexation report that includes certified copies of this Ordinance, the name of the county in which the property being annexed is located and a letter from the City stating the intent to add the annexed area to Census maps during the next survey and stating that the survey map will be completed and returned to the United States Census Bureau, to the Georgia Department of Community Affairs, and to the governing authority of Whitfield County, Georgia, within thirty (30) days after the effective date of the annexation as set forth herein above.

## Section 7.

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

## Section 8.

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

## Section 9.

This Ordinance shall become effective for ad valorem tax purposes on December 31 of the year during which such annexation has occurred and for all other purposes shall become effective on the first day of the month following the month during which the requirements of Article 2, 3, or 4 of Chapter 36, Title 36 of the Official Code of Georgia Annotated, whichever is applicable, have been met.

ADOPTED AND APPROVED on the \_\_\_\_ day of \_\_\_\_\_\_\_, 20\_\_\_, at the regular meeting of the Mayor and Council of the City of Dalton.

The foregoing Ordinance received its first read	ing on and a second reading
on Upon second r	reading a motion for passage of the ordinance was
made by Council member	, second by Council member
and	upon the question the vote is
ayes,	nays and the Ordinance is adopted.
	MAYOR
Attest:	
CITY CLERK	
A true copy of the foregoing Ordinance	e has been published in two public places within the
City of Dalton for five (5) consecutive days fol	llowing passage of the above-referenced Ordinance
as of the, 20	<b>→</b>
	CITY CLERK
	CITY OF DALTON

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

## **MEMORANDUM**

**TO:** City of Dalton Mayor and Council

Andrew Parker Terry Miller Jacob Bearden

**FROM:** Jim Lidderdale

Chairman

**DATE**: June 1, 2023

## **SUBJECT:** The request of the

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on May 22, 2023 at 6:00 p.m. at the Whitfield County Courthouse meeting room. A portion of the agenda included a public hearing concerning the above matter. A quorum of four members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Ethan Calhoun.

## **Public Hearing Summary**:

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

The petition was represented by Ethan Calhoun since the petitioner filed to rezone their property and was not required to be present for the hearing.

With no other comments heard for or against, this hearing closed at approximately 6:49pm.

## **Recommendation:**

Chairman Lidderdale sought a motion on the requested annexation. Eric Barr then made a motion to recommend the requested annexation. Chris Shiflett then seconded the motion and a unanimous recommendation to approve the requested annexation followed, 3-0.

## PSTAFF ANALYSIS REZONING REQUEST Unified Zoning Ordinance

ZONING CASE: Edwin Machado of 1232 Frazier Dr. is petitioning the City of Dalton for the annexation of Parcel 12-179-02-059, a 0.17-acre *Medium Density Single Family Residential (R-3)* Parcel.

The surrounding uses and zoning are as follows: 1) To the north, is a 0.17-acre tract of land zoned R-3 in unincorporated Whitfield County that contains a single-family detached dwelling. 2) To the east, is a 4.9-acre tract of land in unincorporated Whitfield County zoned R-3 that is undeveloped and zoned R-3. 3) To the south, is a 0.17-acre tract of land zoned R-3 that contains a single-family detached dwelling and is located in the City of Dalton. 4) To the west, across Frazier Drive is a 0.49-acre tract of land zoned R-3 that contains a single-family detached dwelling. Land use and zoning is consistent in this area with single-family detached as the dominant development pattern. The subject property lies within a small unincorporated island surrounded by the City of Dalton. The petitioner has requested to annex their property into the City of Dalton.

## **CONSIDERING FACTORS FOR ANNEXATION ANALYSIS**

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

The proposed annexation would be suitable considering that the parcel is bounded by the City of Dalton along two of its sides. As a change in zoning is not required in this case, there will be no need to consider any impact on the established land use pattern. The proposed annexation would reduce an existing unincorporated county island within the City of Dalton's incorporated boundaries.

(B) Whether the proposed annexation would adversely affect the economic value of adjacent and nearby property.

There is no expected impact on the economic values of adjacent and nearby property as the underlying zoning and land use will not change if the subject property is annexed.

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

The annexation will not change the character of the subject property, nor will it influence the character of the area. Annexation of the parcel is more likely to increase its value, as city services will be made available. (D) Whether there is relative gain to the health, safety, morals, or general welfare to the public as compared to any hardship imposed upon the individual owner under the existing zoning.

No impact. Under the Unified Zoning Ordinance, there will not be any change in zoning designation, but the jurisdiction will change. Edwin Machado is applying to annex all of the 0.17-acre parcel into the City of Dalton, so it is by their choice to be included in the jurisdiction of the City of Dalton.

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

  As there is only the 0.17-acre parcel under consideration, no impact is expected on services are expected. Sewer, water, police, and fire services are already available at the site. There would be no increased burden on City services since multiple residences along Frazier Dr. already receive City services.
- (F) Whether the property sought to be rezoned (or annexed) is in conformity with the policy and intent of the adopted joint comprehensive plan or equivalent. If not, has the plan already been amended, officially or unofficially, by the development of uses which are contrary to the plan recommendation, and if the plan has been amended, does this reasoning or annexation request allow uses which are compatible to the existing uses in the vicinity.

This property's annexation would not conflict with the Comprehensive Plan, or its Future Development Map, based on the existing development of the subject property. The subject property is within the *Town Neighborhood Revitalization* character area, which is a shared character area for both Whitfield County and the City of Dalton. The purpose of this character area is to accommodate a mix of housing including single family residential, keeping with a building's existing architectural style and scale of the neighborhood. There will be no changes in zoning, so the character will not be impacted.

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

An additional consideration of annexation is that the approval will shrink a "County Island" which will create a more consistent boundary for the City of Dalton. The practice of shrinking or eliminating unincorporated county islands should always be given consideration.

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

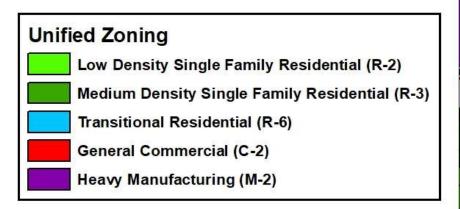
**Conclusion:** Staff recommend approval for the annexation of parcel 12-179-02-059.

Reasons for approval:

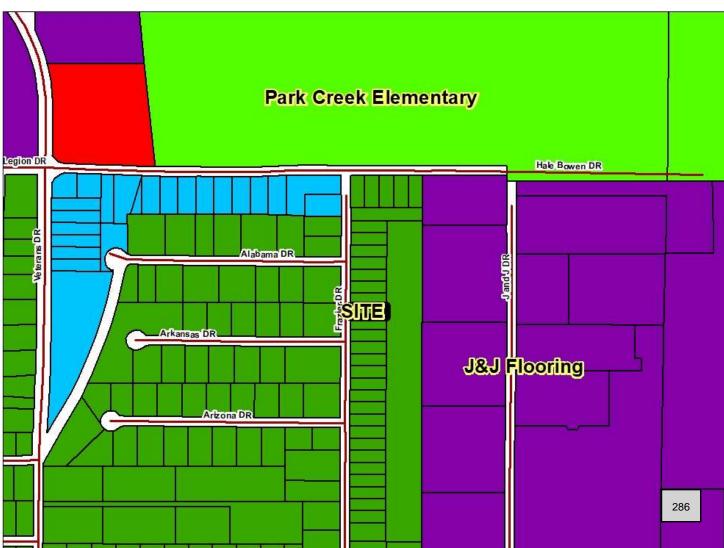
- 1) The subject property is adjoined by the City of Dalton to the west and south.
- 2) Annexation will reduce an unincorporated county island
- 3) There is no proposed change in current use, including zoning for the parcel due to the Unified Zoning Ordinance.



## Machado Annexation Request Zoning will remain R-3, Medium Density Single Family Residential



FEET 300



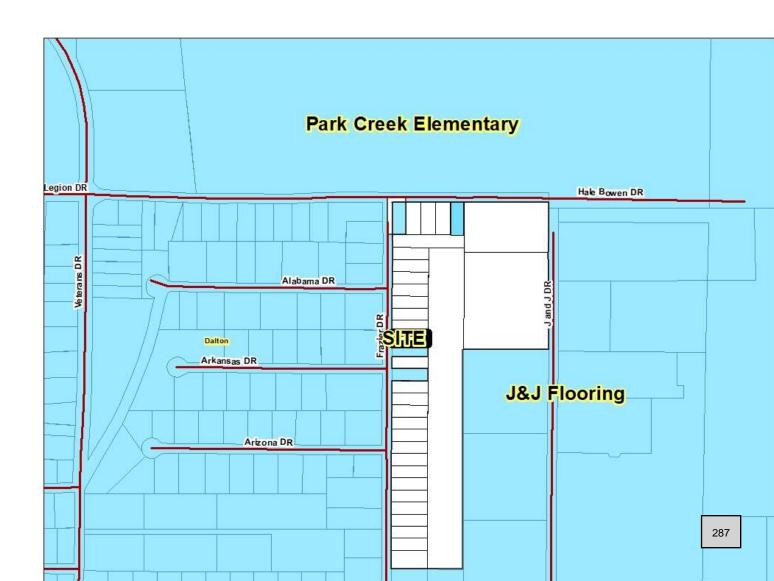


## Machado Annexation Request Zoning will remain R-3, Medium Density Single Family Residential



Town\_Boundaries

FEET 300





## Machado Annexation Request Zoning will remain R-3, Medium Density Single Family Residential



FEET 300

#### VICINITY MAP ZONING

POLICE THE

#### DAVID PENNINGTON III MAYOR

BERNADETTE CHATTAM, CMC CITY CLERK



DENNIS MOCK ANNALEE SAMS TYREE GOODLETT STEVE FARROW

Council Members

March 31, 2023

TO:

Todd Pangle, Fire Department

Cliff Cason, Police Department Terry Miller, Mitchell & Mitchell

Chad Townsend, Public Works Department

Tom Bundros, Dalton Utilities

Ethan Calhoun, W.Co Planning & Zoning

FROM:

David Pennington, III

Mayor, City of Dalton

Please review this **Annexation** request and submit your comments within seven days to the City of Dalton City Clerk's Office.

NAME:

Edwin Machado and Jose Machado

STREET ADDRESS:

1232 Frazier Dr.

AMOUNT OF ACREAGE:

.17

PARCEL NUMBERS:

12-179-02-059

PLAT ATTACHED:

YES\_X\_ NO\_

**ZONING CLASSIFICATION: R-3** 



## ANNEXATION APPLICATION

I HEREBY REQUEST THE MAYOR AND COUNCIL OF THE CITY OF DALTON ANNEX THE PROPERTY DESCRIBED BELOW IN THIS APPLICATION.

PLEASE LIST THE APPLICANT NAME REQUESTING ANNEXATION
APPLICANT NAME: Edwin Machada, Jose Machado
APPLICANT ADDRESS: 1232 Frazier Dr
CITY, STATE & ZIP: Dalton GA 30721
TELEPHONE NUMBER: 706-260-9732
PROPOSED PROPERTY TO BE ANNEXED
(1) STREET ADDRESS OF PROPERTY TO BE ANNEXED: 1232 Fazzrer Dr
(2) SUBDIVISION OF THE PROPERTY TO BE ANNEXED:
(3) LOT(S) NUMBER OF THE PROPERTY TO BE ANNEXED: 12-179-02-059 Lot 23 cm
(4) FUTURE INTENDED USE OF THE PROPERTY TO BE ANNEXED: Residential
• PROPOSED ZONING CLASSIFICATION $R-3$
• PROPOSED AMOUNT OF ACREAGE TO BE ANNEXED * 17
• TAX MAP NUMBER/PARCEL NUMBER 12-179-02-059
HOUSING UNITS
(1) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF REGISTERED VOTERS
(2) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF ADULTS OF VOTING AGE, IF DIFFERENT NUMBER THAN SHOWN IN NUMBER (1)
(3) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF ADULTS IN THE HOUSEHOLD.
(4) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF CHILDREN IN THE HOUSEHOLD.
(5) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF HOUSING UNITS.
(6) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, CAUCASIAN LATINO PLACE NUMBER OF RESIDENTS IN APPLICABLE BOX.
AFRICAN OTHER
(7) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF PERSONS WHOSE PRIMARY LANGUAGE IS OTHER THAN ENGLISH.
Edwin mahada Jose J Mochado SIGNATURE OF APPLICANT(S)
3-24-23

DATE

#### **OWNERSHIP VERIFICATION**

The undersigned is the / an owner of an interest in the lands described in the attached Annexation Contract, which proposes to amend the Official Zoning Map of Dalton, Georgia, and concurs in the application. The undersigned's interest in the lands described in the application is as follows:

Parcel # 12-179-02-059

Describe parcel or parcels and nature of interest

and percentage of interest

160% Interest

I hereby appoint Eric Azua

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

(Owner's Name) Tase J Machado

eric. camposrealty teamer gmail com

Sworn to and subscribed

Before me, this  $\frac{34}{2}$  day of March 2023

Notary Public

(Seal)



## NOTICE TO ALL LANDOWNERS REGARDING ANNEXATION

If your request to annex your property into the City of Dalton is approved by Whitfield County, you will be charged a city property tax for the City of Dalton as well as a Public School tax. This will appear on your property tax bill that you receive from Whitfield County. The millage rate is 2.537 mils per at 100% of assessed property value.

Example: If your property is valued at 100,000 - your assed value is 100% or  $100,000 \times 2.237$  mils, your Dalton City tax would be 223.7 per year.

Should you have any questions, please contact the Whitfield County Tax Commissioners office at (706) 275-7510.

I have read the above statement and understand that if my property is annexed, I will be charged Dalton City tax.

Edwir Magade Jose J Machado
SIGNED

DATE

Deed

Doc: WD

Recorded 06/07/2019 03:54PM Georgia Transfer Tax Paid: \$134.90

MELICA KENDRICK

Clerk Superior Court, WHITFIELD County, Ga.

Bk 06711

Pg 0718-0719

P11001516

This space above this line is for recording purposes,

After recording, please return to: Susan W. Bisson Sponcler & Tharpe, LLC P. O. Box 398 Dalton, Georgia 30722-0398 File No. 2019040409

STATE OF GEORGIA,

WHITFIELD COUNTY.

#### LIMITED WARRANTY DEED

THIS INDENTURE, made the 7th day of June, 2019, between RONALD J. JOHNS, LLC, a Georiga Limited Liability Company (hereinafter, whether singly or more than one, the "Grantor"), and EDWIN A. MACHADO REQUENO and JOSE J. MACHADO (hereinafter, whether singly or more than one, the "Grantee"):

#### WITNESSETH

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

All that tract or parcel of land lying and being in Land Lot No. 179 in the 12th District and 3rd Section of Whitfield County, Georgia, and being Lot No. 23 of Spence Subdivision, Phase 2, more particularly described according to a plat of survey of said subdivision prepared for Brian Spence by Mitchell Lowery, Georgia Registered Land Surveyor No. 3109, dated March 26, 2018 and recorded in Plat Cabinet E, Slide 1095, in the office of the Clerk of the Superior Court of Whitfield County, Georgia, which plat is incorporated herein by reference for a complete description, subject to drainage easement located thereon.

TO HAVE AND TO HOLD, all and singular the above described premises, unto the said Grantee, and to the heirs, legal representatives, successors and assigns of the said Grantee forever, in fee simple.

AND THE SAID GRANTOR, and the heirs, legal representatives, successors and assigns of the Grantor will WARRANT and DEFEND all right, title and interest in and to the said premises and the quiet and peaceable possession thereof, unto the said Grantee, and to the heirs, legal representatives, successors and assigns of the Grantee, against all acts and deeds of the said Grantor.

**SUBJECT, HOWEVER**, to all easements, rights-of-way, covenants and restrictions which may lawfully affect the above-described property.

IN WITNESS WHEREOF, the Grantor has signed, sealed and delivered this Deed on the day and year first above written.

SUSAN W BISSON

ary Public - State of Georgia Whitfield County Comm. Expires Dec. 5, 2020

Signed, sealed and delivered

in the presence of

Unofficial Witness

Notary Public

My Commission Expires:

[Notary Seal]

RONALD L JOHNS, LLC

BY:\_\_\_

RONALD J. JOHNS, MANAGER

. . eFiled & eRecorded DATE: \$7/72018 TIME: 2:51 PM PLAT BOOK: 00000E PAGE: 01095 RECORDING FEE: 8.00 PARTICIPANT ID: 6752211597 CLERK: Melka Kendrick Whitheld County, GA SITE FOR RECORDING USE ONLY VICINITY MAP ZONING

ZONING FOR DES PROPERTY IS CUPRENTLY CLASSFIED
AS R-1 SETRICUS AND RESTRICTIONS ARE AS
FOLLOWS NOTIFY OF ACTION: FRONT YARD: 25 FEET SIDE YARD: 10 FEET REAR YARD: 15 FEET BRUAN SPENCE (706) 847-6995 ZONUNG AND SETBACK BIFORMATION PER THE BRITTLED COUNTY UNIFED ZONING ORDINANCE: ALL INFORMATION STATED SHOULD BE WENTED PROFIT TO THE COMMUNICAMENT OF ANY CONSTRUCTION MOTE OF BAT OF NALE BORRY DRIVE IS AS DEPICTED ON SUPPLY PREPARED FOR THE GIT OF DALIGN, BY JRE EVANS, DATED 11/11/87 AND LAST MEMBER DATES BY JRE DATES. HALE BOWEN DRIVE - 40' R/W 1709 130 SURVEY NOTES 276 00 ANGLE BON AT 1/2" RE FIND (DESILEMED) THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE IF 1" IN 27.651" WITH AN ANGULAR ERROR OF 02 SCIONES PER ANGLE POINT AND WAS ADJUSTED USING THE LICAST SOLIARES METHOD. PHASE LOT 12 LOT 13 LOT 14 LOT 15 PHASE 1 40'R'W 85 N/F J&JFLOORING GROUP D.B.4313 PG 138 A TOPCON JODQLW TOTAL STATION, TOPCON HIPER SR GPS RECOVER, AND CARLSON SURVEYOR; DATA COLLECTOR WERE USED FOR FIELD SURVEY MEASUREMENTS. S) SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAWNE A ZONE DESONATION Y ON FLOOD RIGHTANCE RATE MAP NO. LISTINGTOND, WHIT A DATE OF OPENTATIONAL OF OPENTATION OF OPENTATION OF OPENTATION OF OPENTATION OF OPENTATION OF CONTROL OPENTATION OPENTATIO 889 '56'25 E LOT 30 0.172 ACRES 7,500 SQUARE FEET 150.00° LOT 29 0.172 ACRES 7.500 SQUARE FEET \$89 56'25 E PINO ETFURT TO DOTAIN THE LOCATION OF UNDERGROUND UTILITIES WAS MADE DURING THE COURSE OF THIS SURVEY. LOWERY & ASSOCIATES MAKES NO GUARANTEE AS TO THE EXISTORICE OR MON-CUSTONIC OF SAN UTUTIES. 150.00'
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RECOMPLICATION

RECOMPT STAND

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LIBRARY ASSOCIATED BY THE MACCOLARISES OF MISSIPPE BY COM-IF YOU DIG GEORGIA... CALL US FIRST! 1-800-282-7411 770-623-4344 (METRO ATLANTA ONLY) UTILITIES PROTECTION CENTER IT'S THE LAW 3.26-18 @090x R.S.J 3100 LOWERY & ASSOCIATES MINOR SUBDIVISION OF: UNDEVELOPED LOTS WITHIN FRAZIER ACRES SUBDIVISION PREPARED FOR: SPENCE SUBDIVISION, PHASE 2 Lowery LAND SURVEYING, LLC 317 GRASSDALE ROAD CARTERSVILLE, GA 30121 CARTENSVILLE, GA 30121
770-334-8186
WWW.LOWERYLANDSURVEYS.COM
NFO@LOWERYLANDSURVEYS.COM
GEORGIA C.O.A.: LSF-001102 4 Associates STATE: GEORGIA

COUNTY: WHITFIELD

#### EXHIBIT "B"

4-1-5

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

3/31/23, 2:55 PM Parcel Details

# Whitfield County Tax Parcel Information

#### **Owner and Parcel Information**

Parcel Number 12-179-02-059

Realkey 44520 GIS Map Map

Owner Name MACHADO EDWIN A & JOSE J

Owner Address 1232 FRAZIER DR.

Owner Address 2 Owner Address 3

Owner City DALTON
Owner State GA
Owner Zip 30721

Latitude Longitude

**Property Information** 

Class Residential
Strata Lot
Tax District County

Neighborhood NMLK

Legal Description 0.17A LL179-12 (LT23 E-1095)

Total Acres 0.17

Zoning See GIS Map

GMD\Map Number 081

Subdivision

Subdivision Phase

Subdivision Section 0004

Subdivision Block Subdivision Lot Comments:

**Appeals Information** 

This parcel does not have any appeals

**Parcel Address** 

Parcel House Number 1232

Parcel Street Extension
Parcel Street Direction

Parcel Street Name FRAZIER

Parcel Street Units

Parcel Street Type AVE

**Current Fair Market Value Information** 

Previous 135074
Current 135074
Land 30000
Residential Improvement 105074

Commercial Improvement Accessory Improvement Conservation Use Value

**Historical Fair Market Value Information** 

2020 129793 2019 0 2018 0

**Exemption Information** 

Homestead S1

Preferential Year

Conservation Use Year

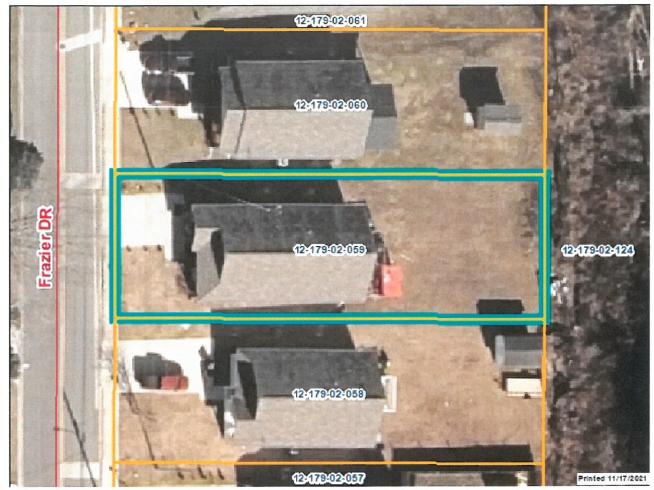
Historical Year
Historical Val
0

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## **GIS Quickmap**

3/31/23, 2:55 PM Parcel Details



For the current GIS map of this parcel, click on the Quickmap to launch the interactive map viewer

## Tax Commissioner Information

Before making payment verify the amount due with the Tax Commissioner's office at 706-275-7510

Tax Bill Recipient	MACHADO EDWIN A & JOSE J	Legal Description	0.17A LL179-12 (LT23 E-1095)
Year	2022	Sale Date	
Parcel Number	12-179-02-059	Taxes Due	1341.28
Bill	222684	Taxes Due Date	1/20/2023
Exemption Type	S1	Taxes Paid	1341.28
Account No.	7089076	Taxes Paid Date	12/19/2022 12:16:21 PM
Millage Rate	0	Current Due	0
Fair Market Value	135074	Back Taxes	0
Assessed Value	54030	Total Due	0
Prior Years Tax Data	Tax		

## Commercial Structure Information

This parcel does not have any commercial structures to display

## Residential Structure Information

General		Construction Infor	mation
Value	105074	Foundation	Masonry
Class	Residential	Exterior Walls	Vinyl
Strata	Improvement	Roofing	Asphalt Shingle
Occupancy	Single Family Residence	Roof Shape	Gable/Hip
Year Built	2019	Floor Construction	Cont. Wall

	Full Baths	2	Basement/Attic I	
	Plumbing		Story Height	1 STORY
	Comments:		Heat	Central Htg and Air
	Structure Sketch	Click Here	Interior Ceiling	Sheetrock
	Heated Area	1284	Interior Wall	Sheetrock/Drywall
	Observed Condition	Average	Floor Finish	Carpet/Wood
3/31/2	3, 2:55 PM		Parcel Details	

0

1



Basement Description

Basement Finish

# **Accessory Information**

This parcel does not have any accessories to display

# Sales Information

Half Baths

Standard Complements

Grantee	MACHADO EDWIN A & JOSE J	Class	Residential
Grantor	RONALD J JOHNS LLC	Strata	Lot
Sale Price	134900	Reason	FAIR MARKET IMPROVED SALE
Sale Price Sale Date	6/7/2019	State	N
	67/12019	PT-61	PT-61 155-2019-000000
Deed Book/Page Deed Link	Click Here	Comments	PICK UPHSE FPR 2020 DIGEST NUTHIN BUILT HERE 01/01

#### PUBLIC WORKS DEPARTMENT

#### CHAD TOWNSEND, DIRECTOR

535 N. Elm Street P.O. Box 1205

Dalton, GA 30722-1205 Office: (706) 278-7077 Fax: (706) 278-1847

Email: ctownsend@daltonga.gov



#### DAVID PENNINGTON, MAYOR

#### CITY COUNCIL MEMBERS:

DENNIS MOCK ANNALEE SAMS TYREE GOODLETT STEVE FARROW

## MEMORANDUM

TO: David Pennington III, Mayor

Bernadette Chattam, City Clerk

FROM: Chad Townsend, Director of Public Works

RE: Annexation Request

Edwin & Jose Machado

1232 Frazier Dr.

0.17 Acres

Parcel Number: 12·179·02·059 Zoning Classification: R·3

Date: 4/24/2023

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

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

## William C Cason III Chief of Police CCason@daltonga.gov www.daltonga.gov



## **Public Safety Commission**

Alex Brown Terry Mathis Anthony Walker Truman Whitfield

### DALTON POLICE DEPARTMENT

301 Jones Street, Dalton, Georgia 30720 Phone: 706-278-9085

Date: April 11, 2023

To: Chief Cliff Cason

From: Captain Shaun Scott

RE: Annexation Request – 1232 Frazier Dr.

#### Chief Cason:

I have reviewed the annexation request for 1232 Frazier Dr (0.17 acres), parcel number 12-179-02-059, and have visited the site. The annexation of this property will have no impact on Dalton Police Department's ability to provide law enforcement services in this area.

Sincerely,

Captain Shaun Scott

Patrol Division Commander



April 6, 2023

Mr. David Pennington, III Mayor, City of Dalton Post Office Box 1205 Dalton, Georgia 30722-1205

RE: Annexation Request for Edwin and Jose Machado – 1232 Frazier Drive (.17acres)

Dear Mayor Pennington:

As requested in your March 31, 2023, memorandum, Dalton Utilities has reviewed the annexation request of Jose and Edwin Machado for 0.17 acres +/- located at 1232 Frazier Drive. This property is further described as parcel number 12-179-02-059 by the Whitfield County Tax Assessor's Office.

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

Please do not hesitate to contact me at (706) 529-1011 or <a href="mbuckner@dutil.com">mbuckner@dutil.com</a> should any questions arise or if we may be of assistance.

Sincerely,

Mark Buckner, P.E.



#### DALTON FIRE DEPARTMENT

TO DD PANGLE Fire Chief

Telephone 706-278-7363 Fax 706-272-7107 tpangle@daltonga.gov

404 School Street Dalton, GA 30720



PUBLIC SAFETY COMMISSION

Truman Whitfield Terry Mathis Anthony Walker Alex Brown

April 5, 2023

David Pennington, III Mayor, City of Dalton

Re: Annexation proposal for parcel #12-179-02-059 1232 Frazier Dr.

Greetings,

A review of the proposed listed annexation request has been completed and the determination has been made there would be no negative impact to fire protection in the area as a result of annexation. Dalton Fire Department currently responds to this location as a result of the current automatic aid agreement with Whitfield County Fire Department. The proposed annexation will result in Dalton Fire Department having sole jurisdiction with no automatic aid needed or provided from Whitfield County Fire Department. There is sufficient water supply available in the area, as well the structure located on the property meets the proximity requirements associated with our ordinance.

Dalton Fire Department would not oppose annexation of the listed property.

Thank you,

**Todd Pangle** 

Fire Chief

Dalton Fire Department



# Whitfield County

**Board of Commissioners** 

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

April 13, 2023

Honorable David Pennington Mayor, City of Dalton P.O. Box 1205 Dalton, GA 30722

RE: Tax Parcel No. 12-179-02-059

Dear Mayor Pennington:

At the April 10, 2023 Regular Business Meeting of the Whitfield County Board of Commissioners, the Board voted 3-0 to have no land use classification objection to the annexation of Tax Parcel No. 12-179-02-059.

Regards,

Blanca Cardona

Blanca Cardona County Clerk

cc: Kristi Queen, Interim Chief Appraiser

Jess Hansen, GIS Coordinator

David Metcalf, Emergency Services Director

File



# **CITY COUNCIL AGENDA REQUEST**

Meeting Type: Mayor & Council Meeting

**Meeting Date:** 06/05/2023

**Agenda Item:** Ord. 23-10 – Occupation Taxes Article II Amendment

**Department:** City Clerk

**Requested By:** Bernadette Chattam

Reviewed/Approved

by City Attorney?

Yes

Cost: N/A

**Funding Source if Not** N/A

in Budget

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

#### Ordinance No. 23-10

AN ORDINANCE TO AMEND ARTICLE II CAPTIONED "OCCUPATION TAXES; ADMINISTRATIVE FEES; REGULATORY FEES" OF CHAPTER 26 "BUSINESSES" OF THE 2001 REVISED CODE OF ORDINANCES FOR THE PURPOSE OF INCREASING THE ADMINISTRATIVE FEE LEVIED AND ASSESSED ON ALL OCCUPATIONAL TAX ACCOUNTS; TO ESTABLISH AN EFFECTIVE DATE; TO REPEAL CONFLICTING ORDINANCES, LAWS, AND REGULATIONS; AND FOR OTHER PURPOSES

# CITY OF DALTON ORDINANCE

#### Ordinance No. 23-10

AN ORDINANCE TO AMEND ARTICLE II CAPTIONED "OCCUPATION TAXES; ADMINISTRATIVE FEES; REGULATORY FEES" OF CHAPTER 26 "BUSINESSES" OF THE 2001 REVISED CODE OF ORDINANCES FOR THE PURPOSE OF INCREASING THE ADMINISTRATIVE FEE LEVIED AND ASSESSED ON ALL OCCUPATIONAL TAX ACCOUNTS; TO ESTABLISH AN EFFECTIVE DATE; TO REPEAL CONFLICTING ORDINANCES, LAWS, AND REGULATIONS; AND FOR OTHER PURPOSES

WHEREAS, pursuant to State law the City of Dalton levies an occupation tax for revenue purposes on persons, partnerships, corporations, or other entities for engaging in an occupation, profession or business in the City of Dalton; and

WHEREAS, the City presently levies and assesses an Administrative fee on all occupational tax accounts; and

WHEREAS, the City has determined that its administrative cost to process the

Occupational Tax Program exceeds the amount presently collected under the Administrative fee
being levied and wishes to increase the Administrative fee to support the Occupation Tax

Program costs of the City; and

WHEREAS, the Mayor and Council has held a public hearing on the passage of this Ordinance prior to its second reading; and

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

-1-

The foregoing statements are hereby adopted as findings of fact by the Mayor and Council and form the grounds for its action to increase the Administrative fee.

Section 26-32 of the 2001 Revised Code is hereby amended by striking the first sentence thereof in its entirety and inserting in lieu thereof the following:

An administrative fee of \$200.00 per annum is levied and assessed on all occupational tax account.",

so that as amended said Section 26-32 shall hereafter read as follows:

"An administrative fee of \$200.00 per annum is levied and assessed on all occupational tax accounts. No administrative fee shall be assessed or collected on any state or local authority or non-profit organization.

-3-

This Ordinance shall be effective after its passage upon publication in two (2) public places for five (5) consecutive days.

-4-

All ordinances, laws, or regulations of the City of Dalton in conflict herewith are hereby repealed.

SO ORDAINED	o, this day of _	, 2023.	
The foregoing O	ordinance received its fir	rst reading on	
and a second reading on	ι	Upon second reading a	motion for
passage of the Ordinance	e was made by Council	member	, second
by Council member		, and upon the question the vote	e is
AYES,	NAYS and the Ordi	inance DOES/DOES NOT pass.	

		By:
		Mayor
ATTEST:		
City Clerk	[	
At	true copy of the forego	oing Ordinance has been published in two public places in the
City of Da	alton for five (5) conse	cutive days following its passage and its effective date is thereby
the	day of	, 2023.
		City Clerk
		City of Dalton