



**MAYOR AND COUNCIL MEETING
MONDAY, AUGUST 04, 2025
6:00 PM
DALTON CITY HALL - COUNCIL CHAMBERS**

A G E N D A

Call to Order

Pledge of Allegiance

Approval of Agenda

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

Presentations:

1. Staff Reports

Special Recognitions:

- [2.](#) Public Works Department - APWA Georgia Chapter SCRC Environmental Category Award for the Walnut North Drainage Improvement Project

Minutes:

- [3.](#) Mayor & Council Meeting Minutes of July 21, 2025

New Business:

- [4.](#) Airport Navigational Aid Service Agreement with DBT Transportation Services
- [5.](#) Kingsridge Drive No Parking Traffic Control Change Request
- [6.](#) Frazier Drive - Delaware Drive All-way Stop Traffic Control Change Request
- [7.](#) 2025 Milling and Resurfacing of Various City Streets Dalton Project No. PW-2025-LMIG Consideration of Contract Award with C.W. Matthews Contracting Co.
8. Resolution 25-15 Call for Election
9. Executive Session - Real Estate

Supplemental Business

Announcements

Adjournment



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

8/4/2025

AGENDA ITEM

Recognition of Public Works Department

DEPARTMENT

Administration

REQUESTED BY

Andrew Parker

REVIEWED/APPROVED BY CITY ATTORNEY?

N/A

COST

N/A

FUNDING SOURCE IF NOT IN BUDGET

N/A

PLEASE PROVIDE A SUMMARY OF YOUR REQUEST, INCLUDING BACKGROUND INFORMATION TO EXPLAIN THE REQUEST:

Special Recognition of the Public Works Department - APWA Georgia Chapter SCRC Environmental Category Award for the Walnut North Drainage Improvement Project.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722



Bruce Frazier
Communications Director
City of Dalton, Georgia
(706) 278-9500 ex 2402 | Office
(706) 934-7256 | Cell



For Immediate Release
July 11th, 2025

Dalton Public Works Wins Project Of The Year Award

The Dalton Public Works Department was honored this week for its work to mitigate stormwater problems and flooding in an area north of Walnut Avenue. The Georgia Chapter of the American Public Works Association (APWA) recognized Dalton with its Project of the Year Award for the Walnut North Drainage Project. The award was presented last night at the Georgia APWA chapter's annual conference in Jekyll Island. The last of the four phases of the project is still underway but the work has already dramatically improved stormwater management in the area.

The four phases of the Walnut North Drainage Project included the creation of a regenerative stormwater conveyance (RSC) in the West Hill Cemetery, as well as the Ridge Street stormwater bypass, the Valley Drive streambank restoration, and the Franklin Street stormwater bypass which is still under construction. The four phases of the project will work together to slow down and better manage stormwater flow from the upper elevations of the Murray Hill neighborhood as it moves southeast towards Walnut Avenue. The Public Works Department started the first phase of the project in 2022.

"We've had several properties in that Walnut North area that have had repetitive flood issues. Since (completing three of the project phases), we're not complete with all phases of the project just yet, but we've been getting a lot of good reports about those properties no longer flooding after what we've done thus far," said Public Works Director Chad Townsend. "When we complete the last phase, I think we will really see the returns we were expecting."

"I'm very proud of the hard work Public Works has put into this project over the last three years to bring it to fruition," said City Administrator Andrew Parker. "We have a rock star team at Public Works!"

Dalton's Project of the Year Award came in the APWA's Small Cities and Rural Communities category for projects budgeted in the \$1-\$5 million range. Chad Townsend was also recognized Thursday night for his completion of the public works management certificate program at the University of Georgia's Carl Vinson Institute of Government. The 90-hour training program is a cooperative effort of the Carl Vinson Institute and the APWA.

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THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
JULY 21, 2025

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Councilmember Lama led the audience in the Pledge of Allegiance.

APPROVAL OF AGENDA

On the motion of Councilmember Mock, second Councilmember Farrow, the Mayor and Council approved the amended the agenda to include “Civic Plus Website Agreement”. The vote to approve the amended agenda was unanimous in favor.

PUBLIC COMMENTARY

(1) Jim and Jillian Lidderdale from Garmony House located on Cuyler Street expressed concerns about the ongoing streetscape construction and the effects it is having on their business.

City Administrator Andrew Parker mentioned the City’s frustration with the contractor’s delays and are actively working with the City Attorney’s office to resolve the construction delays and improve communication with affected businesses.

(2) Octavio Perez raised concerns with increased panhandling and safety issues in the City.

Mayor Sams responded stating the need for better enforcement and possible ordinance updates.

City Administrator Andrew Parker expressed the City is reviewing its panhandling ordinance and looking at peer cities to tighten regulations, to address safety concerns and improve enforcement.

STAFF REPORTS

There were no Staff Reports.

MINUTES

The Mayor and Council reviewed the Regular meeting minutes of June 30, 2025. On the motion of Councilmember Mock, second Councilmember Lama, the minutes were approved. The vote was unanimous in favor.

SECOND READING ORDINANCE 25-16 - REZONING REQUEST FOR SEBASTIAN ARROQUI

City Administrator Andrew Parker presented a Second Reading of Ordinance 25-16 a request of Sebastian Arroqui to rezone from Neighborhood Commercial (C-1) to Rural Residential (R-5) a tract of land totaling 1.74 acres located on Trammel Street and Jones Street, Dalton, Georgia. Parcels (12-182-02-024, 12-182-02-025, 12-182-02-019, 12-182-02-012, 12-182-02-013, and 12-182-02-014). Parker stated the request received a positive recommendation from Staff and the Planning Commission. On the motion of Councilmember Mock, second Councilmember Lama, the request was approved. The vote was unanimous in favor.

SECOND READING ORDINANCE 25-17 - REZONING REQUEST FOR OCTAVIO PEREZ

City Administrator Andrew Parker presented a Second Reading of Ordinance 25-17 the request of Octavio Perez to rezone from High Density Residential (R-7) to General Commercial (C-2) a tract of land totaling 0.70 acres located 501 N. Hamilton Street, Dalton, Georgia. Parcel (12-200-24-000). Parker stated the request received a positive recommendation from Staff and the Planning Commission. On the motion of Councilmember Lama, second Councilmember Goodlett, the request was approved. The vote was unanimous in favor.

SECOND READING ORDINANCE 25-19 - TO AMEND CHAPTER 6 OF THE 2001 REVISED CODE OF THE CITY OF DALTON, GEORGIA CAPTIONED "ALCOHOLIC BEVERAGES"

Assistant City Administrator Todd Pangle presented the second reading of Ordinance 25-19. Pangle stated the primary purpose is to place a limit on the number of liquor store licenses in the city. Pangle stated after reviewing several peer city ordinances it was decided to base the number of licenses on population. Pangle further stated that since the first reading there were two proposed revisions 1. the ability to transfer the license to a potential buyer that is a current license holder in the State of Georgia and 2. increased the number of drinks that can be sold from one to two drinks per ID at Burr Park and all other downtown locations that currently sell alcohol.

Motion to Adopt

Council member Goodlett made a motion to approve, Council member Mock seconded the motion.

Luis Gomez asked for clarification of the ordinance given the fact that although he has not filed an application, he is planning to open a liquor store and wanted to know if it would be possible with the adoption of the ordinance.

Mayor Sams stated a request was made from several liquor store owners asking the City investigate whether it's appropriate to have a cap and limit the amount of liquor licenses issued. Sams stated the liquor store owners came to both the Public Safety Commission and the Mayor and Council with the request.

Assistant City Administrator Todd Pangle reiterated Mayor Sams remarks stating the request was made from the current liquor store owners. Pangle stated City Staff researched other communities and learned where there is not a limit on licenses, the market can become saturated very easily. Pangle further stated in researching other communities, Cities are basing the number of licenses by population. Pangle reported the City of Dalton's population is 34,450 based on the census which is one liquor store per 2500 with a total of 14 licensed liquor stores which will be the limit. Pangle further stated should this ordinance pass the City will no longer issue any more liquor license until one goes out of business, changes ownership, or Dalton's population increase which is outlined in the ordinance.

SECOND READING ORDINANCE 25-19 - TO AMEND CHAPTER 6 OF THE 2001
REVISED CODE OF THE CITY OF DALTON, GEORGIA CAPTIONED “ALCOHOLIC
BEVERAGES”
CONTINUED

Citizen Octavio Perez questioned the population of 34,450 stating the population increases in the day time for people that work in the City but does not live there.

Mayor Sams clarified there is not a way to measure the daytime increased population so the census was used. Further, the Mayor stated that by adopting this ordinance it does not preclude the Mayor and Council from amending the ordinance at a later date, continuing she stated that should the population increase, the number of licenses issued will increase.

Motion to Table

After a lengthy discussion, Council member Lama made a motion to table the adoption of the ordinance, Council member Farrow seconded that motion. Council member Farrow noted that the motion to table supersedes the previous motion to approve. Mayor Sams called for a vote – Council members Lama and Farrow voted in favor of the motion to table, Council member Mock and Goodlett voted against the motion to table. Mayor Sams broke the tie in favor of not tabling the ordinance.

Motion to Adopt

Council member Goodlett made a motion to approve the ordinance, Council member Mock seconded the motion, Mayor Sams called for a vote and the ordinance was adopted. The vote was unanimous in favor.

RESOLUTION 25-12 - PARTICIPATION IN AN AMICUS BRIEF IN THE CHANG V. CITY
OF MILTON

City Administrator Andrew Parker presented Resolution 25-12 to authorize participation in an amicus brief in the Chang v. City of Milton appeal. Parker stated the resolution authorizes participation in an amicus brief with other Georgia Cities asking the Supreme Court to reverse the decision of the Court of Appeals and that responses to the Supreme Court’s three proffered questions be answered in a way that is advantageous to Georgia Cities. On the motion of Councilmember Mock, second Councilmember Goodlett, the Resolution was approved. The vote was unanimous in favor.

RESOLUTION 25-13 TO AUTHORIZE PARTICIPATION IN OPIOID SETTLEMENT
AGREEMENTS WITH PURDUE PHARMA AND THE SACKLER FAMILY

City Administrator Andrew Parker presented Resolution 25-13 to authorize participation in opioid settlement agreements with Purdue Pharma and the Sackler family. Parker stated the Resolution outlines that it is in the best interest of the City of Dalton to participate in the Settlement Agreement and receive settlement funds for the purpose of mitigating the effects of opioid abuse in the community. Parker further stated that the Resolution authorizes the City Administrator and the Chief Financial Officer to execute all documents that may be required to opt in. On the motion of Councilmember Mock, second Councilmember Lama, the Resolution was approved. The vote was unanimous in favor.

RESOLUTION 25-14 A RESOLUTION TO AUTHORIZE PARTICIPATION IN OPIOID SETTLEMENT AGREEMENT WITH EIGHT OPIOID MANUFACTURERS

City Administrator Andrew Parker presented Resolution 25-14 to authorize participation in opioid settlement agreement with Eight Opioid Manufacturers. Parker stated the Resolution outlines that it is in the best interest of the City of Dalton to participate in the Settlement Agreement and receive settlement funds for the purpose of mitigating the effects of opioid abuse in the community. Parker stated the eight opioid manufacturers are listed in the Resolution. Parker further stated that the Resolution authorizes the City Administrator and the Chief Financial Officer to execute all documents that may be required to opt in. On the motion of Councilmember Mock, second Councilmember Lama, the Resolution was approved. The vote was unanimous in favor.

DEMOLITION AGREEMENT AND EASEMENT MASONIC LODGE NO. 238

City Administrator Andrew Parker presented a Demolition Agreement with the Masonic Lodge to demolish the dangerous building located on the corner of S. Hamilton Street and Emery Street specifically 602 South Hamilton, with the lodge reimbursing the city for costs. On the motion of Councilmember Mock, second Councilmember Goodlett, the Agreement was approved. The vote was unanimous in favor.

RATIFICATION OF CITY HALL HVAC PROJECT CHANGE ORDER 001

City Administrator Andrew Parker presented Change Order 001 for the City Hall HVAC Project for additional duct work and air controls to the west wing on the second floor. On the motion of Councilmember Lama, second Councilmember Goodlett, the Change Order in the amount of \$36,000 was approved. The vote was unanimous in favor.

INTEGRATED BUILDS CHANGE ORDER #4 ON HANGAR PROJECT AT AIRPORT

Airport Director Andrew Wiersma presented a change order for the Airport Hangar Project in the amount of \$1100 for crushed stone to backfill certain areas identified during excavation. On the motion of Councilmember Mock, second Councilmember Lama, the Change Order was approved. The vote was unanimous in favor.

BOARD APPOINTMENTS

On the motion of Councilmember Farrow, second Councilmember Lama, the Mayor and Council approved the following re-appointment:

- Zoning Appeals Board Kenneth Harless 5 year

The vote was unanimous in favor.

On the motion of Councilmember Goodlett, second Councilmember Farrow, the Mayor and Council approved the following re-appointment:

- Planning Commission Jim Lidderdale 4 year

The vote was unanimous in favor.

On the motion of Councilmember Farrow, second Councilmember Lama, the Mayor and Council approved the following appointment:

- Planning Commission Steve Laird 4 year

The vote was unanimous in favor.

AGREEMENT - TOP SHELF FOOD AND BEVERAGE MANAGEMENT AND DALTON
PARKS AND RECREATION

City Administrator Andrew Parker presented a renewal Agreement with Top Shelf Food and Beverage Management for Concession Stand Operations at Dalton Parks and Recreation. On the motion of Councilmember Lama, second Councilmember Goodlett, the renewal Agreement was approved. The vote was unanimous in favor.

CIVIC PLUS WEBSITE AGREEMENT

City Administrator Andrew Parker presented Civic Plus Website Agreement for the renewal and upgrade of the City's website with Civic Plus. On the motion of Councilmember Lama, second Councilmember Goodlett, the Agreement was approved. The vote was unanimous in favor.

ADJOURNMENT

There being no further business to come before the Mayor and Council, on the motion of Councilmember Farrow, second Councilmember Lama the meeting was adjourned at approximately 6:58 p.m.

Bernadette Chattam
City Clerk

Annalee Sams, Mayor

Recorded
Approved: _____
Post: _____



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

8/4/2025

AGENDA ITEM

Navigational Aid Service Agreement with DBT Transportation Services at Airport

DEPARTMENT

Airport

REQUESTED BY

Andrew Wiersma

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

\$15,780

FUNDING SOURCE IF NOT IN BUDGET

Airport budget

PLEASE PROVIDE A SUMMARY OF YOUR REQUEST, INCLUDING BACKGROUND INFORMATION TO EXPLAIN THE REQUEST:

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Agreement for FAA required preventative maintenance services on the Instrument Landing System (ILS/LOC), Automated Weather Observation System (AWOS) and approach lighting system at the Airport.



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DBT TRANSPORTATION AVIATION SUPPORT AND MAINTENANCE SERVICES ORDER SUMMARY

Contracted Party:	Serviced Customer Location:
Name: City of Dalton Street: PO Box 1205 City: Dalton State: GA Zip: 30720 Contact Name: Andrew Wiersma Contact Email: awiersma@daltonga.gov Contact Phone: 706-618-4384 Invoice Email: kwitherow@daltonga.gov	Name: Dalton Municipal Airport (DNN) Street: 4483 Airport Road City: Dalton State: GA Zip: 30721 Contact Name: Andrew Wiersma Contact Email: awiersma@daltonga.gov Contact Phone: 706-618-4384

The Effective Date of this Agreement starts on 8/15/25.

The Term of this Agreement shall be for a period of 1 year(s) from Effective Date.

SERVICES	
<input checked="" type="checkbox"/> Periodic/ Pre-Season Maintenance	
<input checked="" type="checkbox"/> Equipment Restoration	2
<input type="checkbox"/> Data Services – NADIN	Modem
<input type="checkbox"/> Data Services - ALIS	
<input type="checkbox"/> Data Services - RCR	
<input type="checkbox"/> Other Data Services - (Restorative not Included) Select _____	

AIRPORT WEATHER EQUIPMENT	MANUFACTURER	MODEL	INSPECTION FREQUENCY	ANNUAL DATE
AWOS <input checked="" type="checkbox"/>	Select	IIIPT	Tri Annual	5/1/25
DME <input type="checkbox"/>	Select		Select	
GS <input checked="" type="checkbox"/>	Thales MK 20A		Quarterly	
LOC <input checked="" type="checkbox"/>	Thales MK 20A		Quarterly	
VOR <input type="checkbox"/>	Select		Semi Annual	



DBT TRANSPORTATION AVIATION SUPPORT AND MAINTENANCE SERVICES ORDER SUMMARY

WEATHER/NAVAID EQUIPMENT	MANUFACTURER	MODEL	FREQUENCY	ANNUAL DATE
Markers <input type="checkbox"/>	Select	Select	Select	
NDB <input type="checkbox"/>	Select		Select	
RVR <input type="checkbox"/>	Select		Select	
RWIS Runway/Road <input type="checkbox"/>	Select	Select	Select	

<input checked="" type="checkbox"/>	AIRFIELD EQUIPMENT	FREQUENCY	NOTES
<input checked="" type="checkbox"/>	Approach Lighting	Annually	MALSR
<input type="checkbox"/>	Bolt Torquing		
<input type="checkbox"/>	CCR PMA		
<input type="checkbox"/>	Control Tower		
<input type="checkbox"/>	Moventor Skiddometer		
<input type="checkbox"/>	PAPI/VASI		

PRICING		BILLED
Annual Fee		
Pricing Year One	\$ 15,780.00	Quarterly
Pricing Year Two	\$	Select
Pricing Year Three	\$	Select
Pricing Year Four	\$	Select
Pricing Year Five	\$	Select
Contract Total	\$ 15,780.00	

FEE SCHEDULE	
Unplanned Outage Fee	\$ 1780 per day (lightning strike, bird strike)
Facility Visit Fee	\$ 1780 per day
Holiday Visit Fee	\$ 700 additional per day
Cancellation/Delay Fee	\$ 700 per day



DBT TRANSPORTATION AVIATION SUPPORT AND MAINTENANCE SERVICES ORDER SUMMARY

STATEMENT OF WORK, ADDITIONAL TERMS & ATTACHMENTS

- ☐ Airfield Lighting Statement of Work
- ☒ AWOS & Navaid Statement of Work
- ☐ Data Services Statement of Work
- ☒ DBT Terms and Conditions
- ☐ RWIS Maintenance Statement of Work
- ☐ Additional Notes and Attachments

*The Localizer system is currently in need of repairs so that it can be maintained. We will replace the Antennas & Covers to see if this resolves the issue (at a cost of \$6,141.00 - quoted separately).

This Order Summary is part of the DBT Support and Maintenance Services Agreement ("Service Agreement") between DBT and Customer. The Service Agreement consists of this Summary and each listed attachment. By signing this Order Summary, the parties signify that they have read, understand, and agree to be bound by all the terms and conditions of the Service Agreement.

DBT Transportation Services

By: *Michael Trosclair*

Title: Sales Manager

Date: 7/31/25

Contracted Party

By:

Title:

Date:

Navaid Maintenance Statement of Work

1. Description of Equipment Services

1.1 **Periodic Maintenance** consists of such periodic routine tests and adjustments as may be required by the equipment manufacturer and by the FAA for non-Federal facilities in accordance with 14 C.F.R Part 171 and current version of AC 150/5220-16 as they may be modified or superseded from time to time.

1.2 **Equipment Restoration.** In the event of an unplanned equipment failure or outage, DBT Transportation Services may diagnosis the issue remotely and render the system inoperable until which time replacement equipment/parts can arrive to Customer's site. Repairs required due to Acts of God, lightning, vandalism, etc. will be billed at the Unplanned Outage price.

1.3 All services provided by DBT shall be performed by qualified field technicians having all required certifications and licenses required by the FAA and OSHA. DBT will also maintain a full Aviation Products and Liability Insurance policy for the term of the contract.

1.4 DBT shall record test results in a station log and maintain the required 6000 series records, copies of which will be provided to the FAA as required.

1.5 DBT shall make a best effort to maintain and repair all equipment. Customer acknowledges that components and equipment under contract may be obsolete rendering repair or restoration of equipment impossible.

2. Testing Equipment and Replacement Parts

2.1 Customer shall at its own expense furnish, maintain and calibrate test equipment in accordance with FAA requirements. Testing equipment is specific to the make and model of the navaid being maintained.

2.2 Customer shall maintain at its own expense an inventory of replacement parts for the Equipment to be utilized by DBT when providing Service under this Agreement. In the event parts necessary for maintenance or restoration of the Equipment are not available in Customer's Inventory, DBT will provide a quote for such part(s) and invoice the Customer for required part(s).

2.3 If customer does not have the necessary spare parts available for use in restoring the Equipment, DBT reserves the right to charge an unplanned outage fee for the return trip when parts are available.

3. Customer Responsibilities

3.1 Customer is responsible for securing any land in and around the Navaid. ILS are especially sensitive to ground reflection and any earth work in front of or around the LOC and GS antenna array has to be immediately communicated to DBT Transportation Services LLC personnel.

3.2 Customer shall be responsible for monitoring the status of the systems following maintenance by DBT.

3.3 Customer shall be responsible for providing transportation and/or access for DBT personnel between the airport office and the location of the Equipment.

3.4 Customer shall be responsible for providing security in and around the Equipment to be maintained under the Agreement.

3.5 Customer shall be responsible for any loss or damage to the Equipment for reasons other than the fault of DBT Transportation Services.

3.5 Customer is responsible for providing any insurance Customer may desire to cover any such loss or damage due to Acts of God, disaster, lightning strike or accident involving the equipment.

3.6 Customer shall be responsible for the issuance of all NOTAMS (Notice to Airmen) relating to the status of the facilities to be maintained under this Agreement.

3.7 Customer shall be responsible for maintaining the grounds and keeping the vegetation low around the system to prevent interference with the sensing equipment.

3. Customer is responsible for checking power to the equipment before reporting any outage.

AWOS Maintenance Statement of Work

1. Description of Equipment Services

1.1 **Periodic Maintenance** consists of such periodic routine tests and adjustments as may be required by the equipment manufacturer and by the FAA for non-Federal facilities in accordance with 14 C.F.R Part 171 and current version of AC 150/5220-16 as they may be modified or superseded from time to time.

1.2 **Equipment Restoration.** In the event of an unplanned equipment failure or outage, DBT Transportation Services may diagnosis the issue remotely and render the system inoperable until which time replacement equipment/parts can arrive to Customer's site. Repairs required due to Acts of God, lightning, vandalism, etc. will be billed at the Unplanned Outage price.

1.3 All services provided by DBT shall be performed by qualified field technicians having all required certifications and licenses required by the FAA and OSHA. DBT will also maintain a full Aviation Products and Liability Insurance policy for the term of the contract.

1.4 DBT shall record test results in a station log and maintain the required 6000 series records, copies of which will be provided to the FAA as required.

1.5 DBT shall make a best effort to maintain and repair all equipment. Customer acknowledges that components and equipment under contract may be obsolete rendering repair or restoration of equipment impossible.

2. Customer Responsibilities

2.1 Customer shall be responsible for monitoring the status of the systems following maintenance by DBT.

2.2 Customer shall be responsible for providing transportation and/or access for DBT personnel between the airport office and the location of the Equipment.

2.3 Customer shall be responsible for providing security in and around the Equipment to be maintained under the Agreement.

3.4 Customer shall be responsible for any loss or damage to the Equipment for reasons other than the fault of DBT Transportation Services.

3.5 Customer is responsible for providing any insurance Customer may desire to cover any such loss or damage due to Acts of God, disaster, lightning strike or accident involving the equipment.

3.6 Customer shall be responsible for the issuance of all NOTAMS (Notice to Airmen) relating to the status of the facilities to be maintained under this Agreement.

3.7 Customer shall be responsible for maintaining the grounds and keeping the vegetation low around the system to prevent interference with the sensing equipment.

3.8 Customer shall be responsible for the purchase of all replacement components for AWOS equipment.

3.9 Customer is responsible for checking power to the equipment before reporting any outage.

2.10 Customer is responsible for cleaning the lenses and keeping the lens surfaces clear of contaminate on a monthly basis. Cleaning should follow maintenance procedure of the equipment manufacture.



DBT Transportation Services, LLC

Terms of Sale for Goods and Services

All references herein to "Seller" refer to DBT Transportation Services, LLC. All references herein to currency, "\$", or "dollars" shall mean the legal tender of the United States of America.

1. ACCEPTANCE OF ORDERS: Seller's published prices and quotations are solicitations for offers to purchase. No order shall be binding upon seller until accepted in writing by seller at its headquarters office. The issuing of submittal data or materials shall not be deemed to constitute acceptance of an order. Orders accepted by seller based on its quotation do not imply or guarantee that such equipment conforms precisely to the Buyer's "plans and specifications." Terms of this Terms and Conditions of Sale will apply to orders accepted, regardless of terms stated on purchase order received. Seller's acceptance of the Buyer's order is conditioned upon the Buyer's assent to the terms and conditions set forth herein and shall be deemed a part of such order. No modified or additional conditions will be accepted by Seller unless specifically agreed to in writing. Seller's failure to object to such modified or additional provision contained in any purchase order or other communication from the Buyer shall not be construed as a waiver of the conditions as defined herein or an acceptance of any such modified or additional conditions proposed by the Buyer. No order accepted by Seller may be altered or modified by the Buyer unless agreed to by Seller in writing.

2. PRICES: Orders, except orders on hold or orders with deferred ship dates, will be invoiced at the price in effect at the acceptance of the order. Orders on hold will be invoiced with the price in effect at the release date. Deferred orders will be invoiced with the price in effect on the ship date. Orders on a bid or contract basis are not subject to this clause. The minimum order is \$150.00 net. Any order below \$150.00 net will be invoiced at \$150.00 net. Minimum quantities may apply on some products. The Seller's prices include the costs of standard domestic packing only. Due to the volatility in commodity pricing, Seller may incur surcharges from its vendors to cover fluctuations in raw material pricing. This quotation does not include these surcharges, and Seller reserves the right to add these surcharges, if incurred, to this quotation.

3. TERMS OF PAYMENT: (a) Subject to Seller's credit approval of Buyer and unless otherwise stated, invoice payment terms are net 30 days from date of invoice. Seller may, in its sole discretion, request payment out of an irrevocable, negotiable Letter of Credit, confirmed by either a major US bank or a Schedule I Canadian bank with Seller's prior approval. The Letter of Credit shall not preclude partial shipments. Unless otherwise agreed to in writing, all payments shall be in United States Dollars, and a pro rata payment shall become due as each shipment is made or upon receipt of invoice for Services provided. If shipment is delayed by Buyer, date of notice of readiness for shipment shall be deemed to be date of shipment for payment purposes. (b) On late payments, the contract price shall, without prejudice to Seller's right to immediate payment, be increased by 1 1/2% per month on the unpaid balance, but not to exceed the maximum permitted by law. (c) If at any time in Seller's judgment Buyer is unable or unwilling to meet the terms specified, Seller may require satisfactory assurance of full or partial payment as a condition to commencing or continuing manufacture or making shipment or performing services, and may, if shipment has been made, recover the goods from the carrier, pending receipt of such assurances. (d) Except for Services performed (i) under a firm fixed price basis or (ii) pursuant to terms of a previously priced existing contract between Seller and Buyer and at the Seller's option, invoices for work performed by Seller shall have added and noted on each invoice a charge of 3% (over and above the price of the work) which is related to Seller's compliance with present and proposed environmental, health, and safety regulations associated with prescribed requirements covering hazardous materials management and employee training, communications, personal protective equipment, documentation and record keeping associated therewith. (e) Upon default in payment the contract price shall be increased by all costs related to collection and by reasonable attorney fees. (f) Should the parties agree to transact in a non-US currency pursuant to this Section (3(a)), all references to specific amounts in United States Dollars in these terms and conditions shall also mean an equivalent value in a non-US currency, as determined by the exchange rate at the time of invoice. (g) CREDIT CARDS: Credit cards will be accepted at the time of order from the purchaser. Credit cards are NOT eligible for any payment discounts or special terms. A customer who chooses to pay for an order more than 3 (three) days after invoicing, is subject to a credit card fee of 2.5% of the total purchase price.

4. WARRANTY FOR GOODS AND SERVICES: Seller warrants, to the extent to which any of the same may be applicable, that (a) on the date of shipment the goods are of the kind and quality described herein and are free of non-conformities to the specifications agreed to in writing by the parties, (b) the engineering services performed by it will be performed in accordance with generally accepted professional standards, (c) any specialized tools, equipment and instruments for the use of which a charge is made to the Buyer shall be adequate for the work to be performed and (d) any replacement or other parts furnished by it or any work done by it on the Buyer's equipment or both shall be free of defects in workmanship and materials. This warranty does not apply to goods delivered by Seller but manufactured by others.



DBT Transportation Services, LLC

Buyer's exclusive remedy for any failure of the goods or services to conform to any of the applicable warranties shall be to have Seller re-perform services, repair, or replace (at Seller's option) the nonconforming item and any affected part of the goods provided by Seller.

Standard Product Guarantee for Seller Manufactured Products: Seller's obligation to re-perform services or to repair or replace goods shall be in effect for a period of two (2) years from Seller's shipment of the goods. Lamps are excluded from this guarantee.

Spare Parts Guarantee: Seller's obligation to re-perform services or to repair or replace goods shall be in effect for a period of one (1) year from Seller's shipment of the goods. Lamps are excluded from this guarantee.

Refurbished Product Guarantee: Seller's obligation to re-perform services or to repair or replace goods shall be in effect for a period of ninety (90) days from Seller's shipment of the goods.

Software Product Guarantee: Seller warrants that the Systems will substantially conform to the specification for a period of 12 months from the earlier date of Systems' Acceptance or first use of the System ("Warranty Period"). As stated below in "Software Product Warranty Claim Process", the Buyer shall notify the Seller in writing immediately on becoming aware of any deficiencies in the Systems, as a condition to the enforceability of the warranty given in this clause. The Buyer shall provide the Seller with all documentation and information reasonably required for the elimination of faults in the Systems. Seller shall, within a timely manner (in accordance with the Service Level Agreement, if any), correct the deficiencies of the Systems free of charge, provided (i) the deficiencies have arisen within the Warranty Period, and (ii) Seller has been given written notice of same within the Warranty Period. This warranty is a limited warranty and is restricted to the correction of deficiencies, if any, in the Systems.

This warranty does not cover any problems or defects arising from (a) customer's negligence, abuse, or misuse of the Software, (b) unauthorized modifications or alterations to the Software, (c) use of the Software with incompatible hardware, software, or operating systems, and (d) any third-party products, services, or components not provided by the Seller.

Software Product Warranty Claim Process - To make a warranty claim, the Buyer must contact the Seller during the Warranty Period and provide (a) a description of the defect or problem, (b) any available supporting documentation or evidence, (c) the date of Software receipt. The Buyer must cooperate with the Seller to diagnose and resolve any reported problems, which may include submitting additional information, installing patches, or following troubleshooting instructions.

Unless otherwise provided in this Contract, the fees for this Software's license are included in the purchase price of the goods. Any subsequent modifications or enhancements to the Software made by Seller are, at Seller's option, subject to a fee.

Pass-Through Warranties: Seller agrees to pass through to Buyer any warranties given by its third-party vendors in connection with hardware, software, or other products or services used by Seller to provide the products or services to the extent permitted by the terms and conditions of such warranties.

Except for the obligations expressly undertaken by Seller under this Agreement and the specific warranties contained in this Agreement, Seller makes no representation or warranty that the Systems will achieve any particular result. All other warranties, express or implied, statutory, or otherwise including, without limitation, any warranty for latent defects or warranty as to fitness for a particular purpose are hereby excluded.

Seller shall correct any failure to conform to any of the applicable foregoing warranties of which it is notified in writing within that period specified. Repaired and replacement parts and repair services shall be warranted for the remainder of the original period of notification set forth above. In the case of any other breach of the foregoing warranty, Seller shall furnish engineering services or specialized tools, equipment, and instruments, to the same extent as on the original work. Buyer shall grant Seller access to the goods or services at all reasonable times for Seller to determine any nonconformity in the goods or services. It is understood and agreed that, unless otherwise agreed to in writing by Seller, Seller assumes no responsibility with respect to the suitability of the Buyer's equipment or any latent defects in the same. In no event shall Seller be responsible for providing working access to the defect, including the removal, disassembly, replacement or reinstallation of any equipment, , materials or structures to the extent necessary to permit Seller to perform its warranty obligations or transportation costs to and from the Seller factory or repair facility, or for damage to equipment components or parts resulting in whole or in part from improper maintenance or operation or from their deteriorated condition. Seller shall have the right of disposal of items replaced by it. If Seller is unable or unwilling to repair or replace, or if repair or replacement does not remedy the nonconformity, Seller and Buyer shall negotiate an equitable adjustment in the



DBT Transportation Services, LLC

contract price, which may include a full refund of the contract price for the nonconforming goods or services. All warranty work shall be performed in a single shift straight time basis Monday through Friday. In the event the Buyer requires correction of warranty items on an overtime schedule, the premium portion of such overtime shall be for the Buyer's account.

THIS IS SELLER'S SOLE GUARANTEE AND WARRANTY WITH RESPECT TO THE GOODS AND SERVICES. THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES OTHER THAN THOSE MADE EXPRESSLY HEREIN. ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED.

Buyer and successors of Buyer are limited to the remedies specified in this article and shall have no others for nonconformity in the goods or services provided hereunder. Buyer agrees that these remedies provide Buyer and its successors with a minimum adequate remedy and are their exclusive remedies, whether Buyer's or its successors' remedies are based on contract, warranty, tort (including negligence), strict liability, indemnity, or any other legal theory, and whether arising out of warranties, representations, instructions, installations, or non-conformities from any cause.

SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND CONDITIONS WITH REGARD TO THE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

5. WEATHER SERVICES: Weather Services that are required for an unplanned Equipment failure or outage; Buyer shall pay Seller the recited "Unplanned Outage Fee". The "Unplanned Outage Fee" is billed in half-day increments, portal to portal, plus travel costs and expenses. Unplanned outages are defined as any restoration outside of normal or anticipated causes of equipment failure, which outside causes include, but are not limited to, acts of God, weather damage, lightning strikes, vandalism or other damage caused by unauthorized airport personnel or third parties. The "Unplanned Outage Fee" is billed for each day or part thereof that Services are required.

6. PATENTS: Seller shall pay reasonable costs and damages finally awarded in any suit against Buyer or its vendees to the extent based upon a finding that the design or construction of the goods as furnished infringes a United States or Canadian patent, as applicable (except infringement occurring as a result of incorporating a design or modification at Buyer's request), provided that Buyer promptly notifies Seller of any charge of infringement, and Seller is given the right at its expense to settle such charge and to defend or control the defense of any suit based upon such charge, including without limitation the selection of legal counsel and experts. Seller shall have no obligation hereunder with respect to claims, suits or proceedings, resulting from or related to, in whole or in part, (a) the use of software or software documentation, (b) compliance with Buyer's specifications, (c) the combination with, or modification of, the goods after delivery by Seller, (d) the use of the goods, or any part thereof, in the practice of a process, or (e) any goods, to the extent the goods were not manufactured by Seller. THIS ARTICLE SETS FORTH SELLER'S ENTIRE LIABILITY WITH RESPECT TO PATENTS.

7. PERFORMANCE AND DELAYS: It is the Seller's desire to attempt to accommodate the delivery requirements of its Buyers. When placing an order, Buyers should specify the approximate date materials are required. Seller will make every reasonable effort to comply with the Buyer's requirements. However, Seller does not guarantee dates of shipment or delivery. Shipping schedules given by seller are approximate and are given with the best information available. Seller shall not be liable for any loss or damages as a result of any delay in delivery, including but not limited to losses in the form of liquidated damages. Orders received with a "HOLD" (for release, for approval, etc.) are not processed for manufacture until Buyer gives release. Orders which do not specifically waive submittals are considered "hold for approval of submittals." Estimates of normal shipping time should be interpreted as being from time of release. Timely performance by Seller is contingent upon Buyer's supplying to Seller, when needed, all required technical information and data, including drawing approvals, and all required commercial documentation. If Seller suffers delay in performance due to any cause beyond its reasonable control, the time of performance shall be extended a period of time equal to the period of the delay and its consequences. Seller will give to Buyer notice within a reasonable time after Seller becomes aware of any such delay. Any item of the goods on which manufacture, or shipment is delayed by Buyer may be placed in storage by Seller for Buyer's account and risk, and Buyer shall pay all charges for storage and other incidental expenses incurred by Seller in the event of delayed shipment.

8. SHIPMENT, TITLE, RESPONSIBILITY AND RISK OF LOSS: Unless otherwise agreed in writing by the Seller, Section 7 shall set forth the terms for shipment, title, responsibility, and risk of loss. The term "shipment" shall mean the process of transportation of the goods beginning with delivery to the initial carrier in accordance with the delivery terms of this order. Unless otherwise agreed upon, Seller will select method of transportation, route of shipment, and carrier of choice. Seller will be responsible for claims related to loss or damage if Seller is responsible for transportation cost. The title of the goods shall be dictated first by contract; second by purchase order; and third by any other agreed



DBT Transportation Services, LLC

upon terms documented and agreed upon by the Seller and Buyer. For international shipments, title of the goods shall be dictated first by contract; second by Letter of Credit (if applicable); third by purchase order; and fourth any other agreed upon terms documented and agreed upon by Seller and Buyer. Risk and Responsibility, as they relate to international shipments, shall be dictated by INCO Terms 2010. Seller and Buyer shall agree upon INCO Term 2010 prior to shipment of any kind. All international shipment cost responsibilities associated with Incidences; Return Material Authorizations (RMAs); incorrect order placement; material management errors are to be made by the Management of the Seller and Buyer (e.g., Delivery Duty Paid versus Duty Drawback). Seller shall not be responsible for damage to the goods after having received "in good order" receipts from the carrier and/or receiving warehouse. All claims for loss, damage and delay in transit are to be handled by the paying party of the transportation cost regardless of a domestic or international sale. Claims for shortages or incorrect items must be made in writing to Seller within thirty days after receipt of shipment. Failure to give such notice shall constitute an irrevocable acceptance of the goods. Freight will be allowed to any common-carrier free-delivery point within the Continental United States, excluding Alaska and Hawaii, on shipments exceeding \$3,500 net or more, providing Seller selects the carrier. On shipments to Alaska and Hawaii of \$3,500 net or more, freight will be allowed to the port of departure/lading (sea or air) from the Continental United States. Shipments destined for Alaska or Hawaii will be subject to a prorated transportation cost. Domestic shipments requiring redirection of product not initially know on the purchase order may be subject to a redirect fee that will be passed onto Buyer. Redirect costs are typically \$75-\$125. No "paid by Seller" freight will be allowed for shipments at the Buyer's request under \$3,500 net. For all other domestic shipments less than \$3500, freight terms are FOB factory/Ex-Factory/Ex-Works [EXW] (as that term is commonly used in the United States, meaning that Buyer shall pay all cartage costs from the Seller's factory), unless otherwise agreed by the parties in writing. Seller reserves the right to recognize revenue 30 days after date of notification to the Buyer that purchased material is ready for collection (e.g., EXW).

9. RETURN of MATERIALS: Material may be returned for credit only upon the prior authorization of Seller. All materials authorized for return must be sent to Seller freight prepaid. Materials returned to Seller are subject to a 20% restocking charge.

10. SYSTEM ACCEPTANCE BY CUSTOMER: Unless otherwise specified, inspection and final acceptance shall be at Seller's facility. Where Buyer has purchased a factory acceptance test, Seller shall verify completion of the combination of equipment, materials, software, and services ("System") or applicable portion thereof, in accordance with the factory acceptance test procedures submitted by Seller. Buyer may elect to witness the procedure by giving Seller reasonable advance notice prior to scheduled shipment. Buyer observation shall be at Buyer's expense. Where Buyer waives observation of the acceptance test, Seller shall certify that the results of the testing are in conformity with the test procedures. Buyer's acceptance shall be deemed to have occurred upon successful completion of such test.

When it is expressly provided that final acceptance shall be at destination, Buyer shall notify Seller in writing of any nonconformity of the System within thirty (30) days of the date of System shipment and shall specify any nonconformity claimed. Seller shall, within a reasonable time, remedy any specified nonconformity at destination in accordance with Seller's warranty obligations set forth in Section 4. If such notice is not received by Seller within the stated time, acceptance shall be considered final as of the thirty-first (31st) day following date of System shipment.

11. TAXES: Any applicable duties or sales, use, excise, value-added or similar taxes assessed by the country of origin will be added to the price and invoiced separately to Buyer (unless an acceptable exemption certificate is furnished by Buyer). For international sales, Buyer is responsible for the payment and remittance of all duties or sales, use, excise, value-added or similar taxes assessed by the country of destination. Buyer shall indemnify and hold the Seller harmless against any and all liabilities owed to the tax authority in the country of destination as a result of Buyer not fulfilling its obligations under this section 10, including but not limited to duties, taxes, penalties, interest and reasonable legal, accounting and other advisory fees.

12. NONCANCELLATION: Upon acceptance by Seller, Buyer may not cancel or terminate for convenience, or direct suspension of manufacture, except with Seller's written consent and then only upon terms that will compensate Seller for its engineering, fabrication and purchasing charges and any other costs relating to such cancellation, termination, or suspension, plus a reasonable amount for profit.

13. LIMITATION OF LIABILITY: NEITHER SELLER, NOR ITS SUPPLIERS SHALL BE LIABLE, WHETHER IN CONTRACT, WARRANTY, FAILURE OF A REMEDY TO ACHIEVE ITS INTENDED OR ESSENTIAL PURPOSES, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY, FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR COSTS OF CAPITAL OR OF SUBSTITUTE USE OR PERFORMANCE, OR FOR INDIRECT, SPECIAL, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR CLAIMS BY BUYER FOR DAMAGES OF BUYER'S CUSTOMERS. SELLER'S MAXIMUM LIABILITY UNDER THIS CONTRACT SHALL BE THE CONTRACT PRICE. BUYER AND SELLER AGREE THAT THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS



DBT Transportation Services, LLC

ARTICLE ARE SEPARATE AND INDEPENDENT FROM ANY REMEDIES WHICH BUYER MAY HAVE HERE-UNDER AND SHALL BE GIVEN FULL FORCE AND EFFECT WHETHER OR NOT ANY OR ALL SUCH REMEDIES SHALL BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

14. CHOICE OF LANGUAGE: The parties confirm that it is their express wish that these Terms and Conditions of Sale, as well as and other documents relating to these Terms and Conditions of Sale, including notices, schedules, and authorizations, have been and shall be drawn up in the English language only.



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

8/4/2025

AGENDA ITEM

Kingsridge Drive No Parking Traffic Control Change Request

DEPARTMENT

Public Works

REQUESTED BY

Chad Townsend

REVIEWED/APPROVED BY CITY ATTORNEY?

No

COST

N/A

FUNDING SOURCE IF NOT IN BUDGET

Click or tap here to enter text.

PLEASE PROVIDE A SUMMARY OF YOUR REQUEST, INCLUDING BACKGROUND INFORMATION TO EXPLAIN THE REQUEST:

See attached traffic control change request for further information, which implements No Parking for the north side of Kingsridge Dr. This Traffic Control Change was reviewed and approved by the Public Works Committee on July 17.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722



TRAFFIC CONTROL CHANGE REQUEST

KINGSRIDGE DRIVE NO PARKING

AUGUST 4TH, 2025

THE PURPOSE OF THIS REQUEST IS TO IMPLEMENT NO PARKING ON THE NORTH SIDE OF THE STREET FOR KINGSRIDGE DRIVE FROM ITS INTERSECTION WITH WESTCHESTER DRIVE TO THE CUL-DE-SAC. KINGSRIDGE DRIVE IS 22 FT. WIDE, AND THE PRESENCE OF DOUBLE-PARKED VEHICLES SIGNIFICANTLY RESTRICTS THE EFFECTIVE ROADWAY WIDTH, WHICH HINDERS EMERGENCY VEHICLE ACCESS. THE FIRE DEPARTMENT RECOMMENDS THE TRAFFIC CONTROL CHANGE BECAUSE VEHICLES PARKED ON BOTH SIDES OF THE STREET POSES A SERIOUS CHALLENGE TO EMERGENCY RESPONSE CAPABILITIES AND PUBLIC SAFETY. THE FACT THAT KINGSRIDGE DRIVE IS A DEAD-END STREET FURTHER INCREASES THE RISK TO THE PUBLIC. THIS REQUEST RECEIVED POSITIVE RECOMMENDATION BY THE PUBLIC WORKS COMMITTEE FOR CONSIDERATION BY MAYOR AND COUNCIL. SHOULD THIS REQUEST BE APPROVED, THE PUBLIC WORKS DEPARTMENT WILL INSTALL THE REQUIRED SIGNS FOR THE NO PARKING ZONE, AS DENOTED IN EXHIBIT 'A'.

MAYOR _____

DATE _____ August 4th, 2025

PHONE

706-278-9500

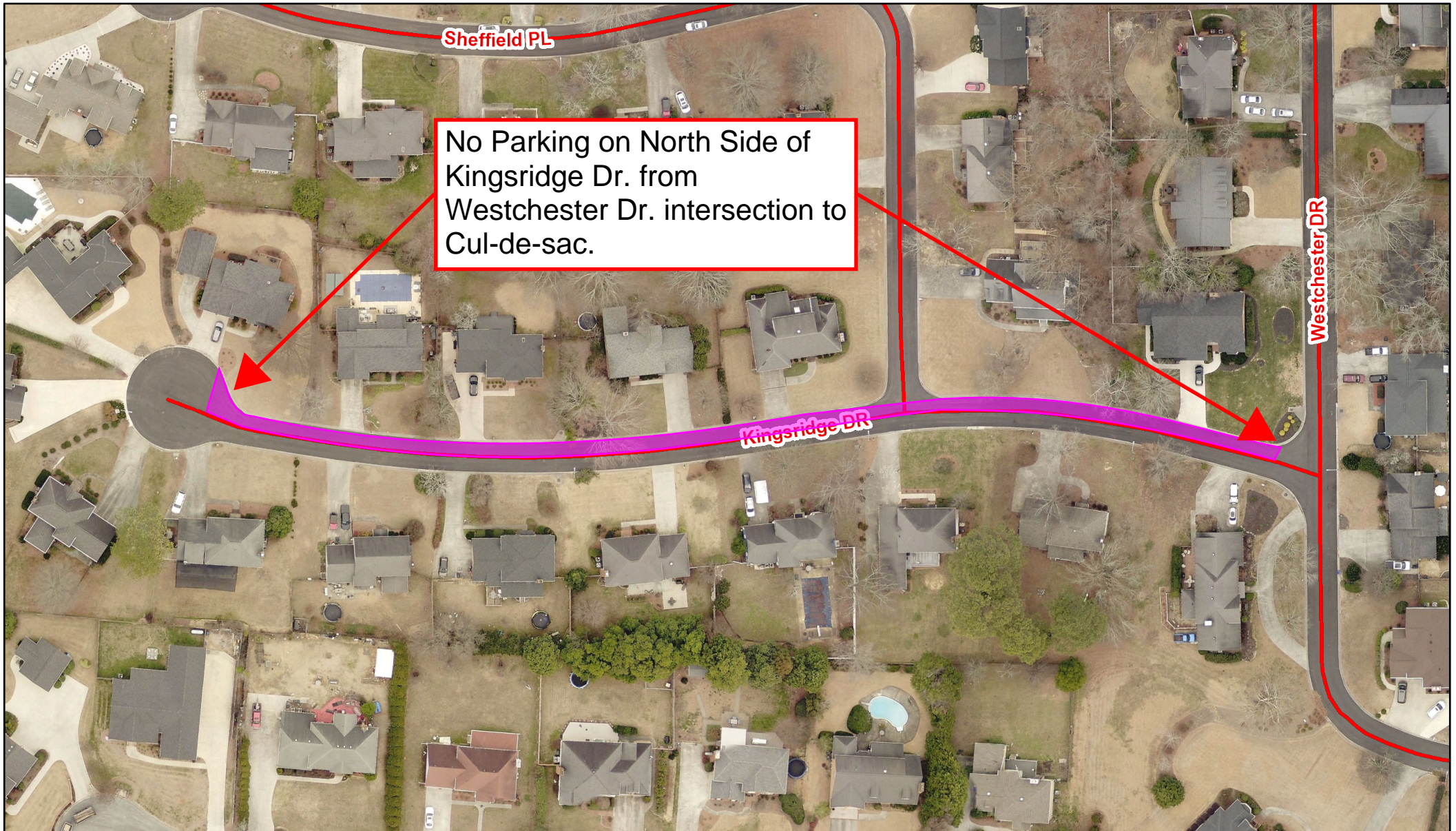
WEBSITE

www.daltonga.gov

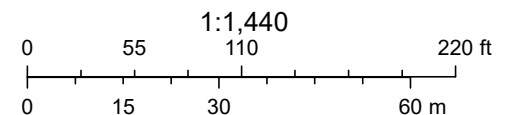
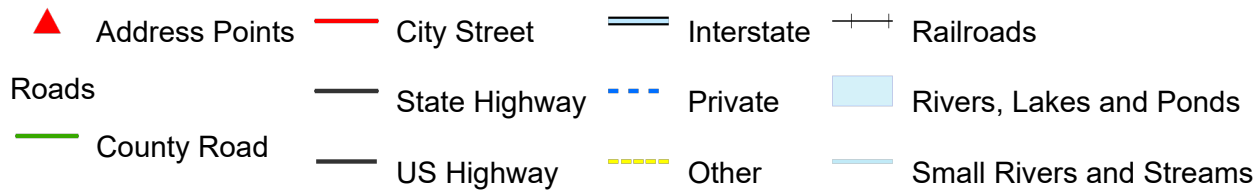
ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

EXHIBIT 'A'



7/25/2025, 2:11:29 PM





CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

8/4/2025

AGENDA ITEM

Frazier Drive – Delaware Drive All-way Stop Traffic Control Change Request

DEPARTMENT

Public Works

REQUESTED BY

Chad Townsend

REVIEWED/APPROVED BY CITY ATTORNEY?

No

COST

N/A

FUNDING SOURCE IF NOT IN BUDGET

Click or tap here to enter text.

PLEASE PROVIDE A SUMMARY OF YOUR REQUEST, INCLUDING BACKGROUND INFORMATION TO EXPLAIN THE REQUEST:

See attached traffic control change request for further information, which implements an all-way stop at the intersection of Frazier Drive and Delaware Drive. This Traffic Control Change was reviewed and approved by the Public Works Committee on July 17.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722



TRAFFIC CONTROL CHANGE REQUEST

FRAZIER DRIVE AND DELAWARE DRIVE INTERSECTION ALL-WAY STOP

AUGUST 4TH, 2025

THIS REQUEST IS TO CONVERT THE EXISTING ONE-WAY STOP FOR DELAWARE DRIVE TRAFFIC APPROACHING THE FRAZIER DRIVE INTERSECTION INTO AN ALL-WAY STOP TO MITIGATE EXISTING SIGHT DISTANCE CONSTRAINTS. AFTER EVALUATION OF THE INTERSECTION SIGHT DISTANCE FOR DELAWARE DRIVE, PUBLIC WORKS STAFF HAVE DEEMED THIS REQUEST TO BE NECESSARY TO MEET CURRENT AASHTO AND MUTCD STANDARDS FOR ALLOWABLE INTERSECTION SIGHT DISTANCE FOR DELAWARE DRIVE EAST-BOUND TRAFFIC (FOR BOTH RIGHT AND LEFT TURNS ONTO FRAZIER DRIVE). THIS REQUEST RECEIVED POSITIVE RECOMMENDATION BY THE PUBLIC WORKS COMMITTEE FOR CONSIDERATION BY MAYOR AND COUNCIL. SHOULD THIS REQUEST BE APPROVED, THE PUBLIC WORKS DEPARTMENT WILL INSTALL THE REQUIRED TRAFFIC CONTROL DEVICES FOR THE ALL-WAY STOP, AS DENOTED IN EXHIBIT 'A', AS WELL AS ADVANCE WARNING SIGNS.

MAYOR _____

DATE August 4th, 2025

PHONE

706-278-9500

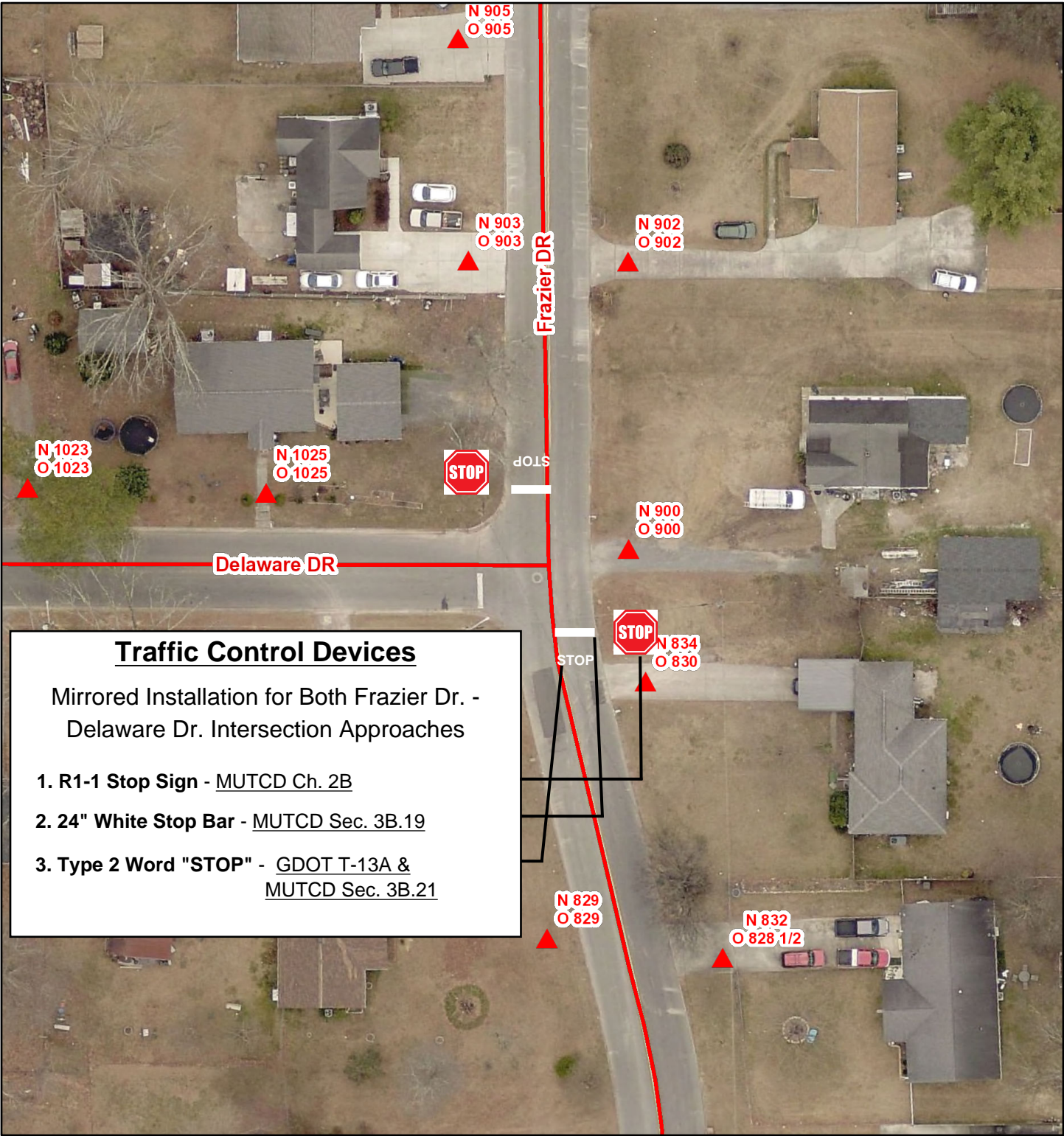
WEBSITE

www.daltonga.gov

ADDRESS

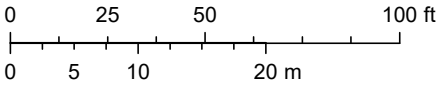
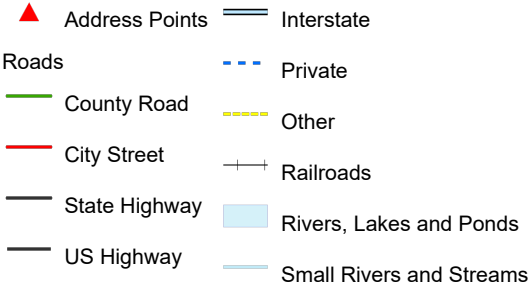
300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

EXHIBIT 'A'



7/25/2025, 4:31:39 PM

1:720





CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

8/4/2025

AGENDA ITEM

2025 Milling and Resurfacing of Various City Streets Dalton Project No. PW-2025-LMIG Consideration of Contract Award

DEPARTMENT

Public Works

REQUESTED BY

Chad Townsend

REVIEWED/APPROVED BY CITY ATTORNEY?

No

COST

\$1,688,362.53

FUNDING SOURCE IF NOT IN BUDGET

N/A

PLEASE PROVIDE A SUMMARY OF YOUR REQUEST, INCLUDING BACKGROUND INFORMATION TO EXPLAIN THE REQUEST:

This request which has received a positive recommendation by the Public Works Committee is for consideration of contract award for the above referenced project to C.W. Matthews Contracting Co., Inc. If awarded, all work must be completed by May 31st, 2026.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722



CONTRACT DOCUMENTS

For

PROJECT:

2025 MILLING AND RESURFACING

VARIOUS CITY STREETS

DALTON PROJECT NO. PW-2025-LMIG

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

Bidder: C. W. MATTHEWS CONTRACTING CO., INC.



CONTRACT ADDENDUM

ADDENDUM NO.: 001

DATE ISSUED: 07/07/2025

BID DATE: WEDNESDAY, July 16th, 2025

BID TIME: 2 PM ET

BID LOCATION: Dalton City Hall Finance Department

CONTRACTOR ACTION:

1. Acknowledge receipt of this addendum by writing in "Addendum No. 1" on page 0200-3 of bid proposal.
2. Replace original bid proposal form with the REVISED bid proposal form included within published addendum no. 1.

PROCUREMENT CLARIFICATION

1. A revised bid form has been issued within this addendum to include ITEM NO. 301-5000 "PORTLAND CEMENT" to provide a unit price of the total tonnage of Portland cement to be used for soil cement stabilized base at 80lbs per square yard.
2. A revised bid form has been issued within this addendum to include ITEMS NO. 653-1501 and 653-1502 to provide for the potential of changing the striping width to 5". The total contract will include the Base Bid and either Bid Item No. 1 or Bid Item No. 2.

INTERPRETATIONS:

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

1. Is there a mandatory pre-bid meeting?
 - a. There is no mandatory pre-bid meeting for this project.
2. On the bottom of the second page, it says that the final completion date is August 15, 2024 but elsewhere it states May 31, 2026. Is May 31, 2026 the correct date?
 - a. The correct contract completion date is May 31st, 2026.
3. Will the roads that get repaved with 12.5 MM be the only time that a shuttle buggy is required?
 - a. This project refers to GDOT Special Provisions for Materials Transfer Vehicle (MTV) usage within the project. Refer to "Section 400-Hot Mix Asphaltic Concrete Construction" for qualifying usage requirements of a MTV for this project.
4. Normally most municipalities have a pay item for the Portland Cement and the poundage they would like for it to be installed.
 - a. Please refer to the first item in Procurement Clarification above.
5. Is 6" striping width correct? Normally, it is 5".
 - a. GDOT changed the minimum striping width to 6", and the City of Dalton normally adheres to GDOT specifications. However, the project may change to 5" striping widths, given that most project roads are classified as local roads, provided the GDOT State Aid Office approves the change. Please provide pricing for both 5" and 6" striping widths. The total contract will include the Base Bid and either Bid Item No. 1 or Bid Item No. 2. Please refer to the second item in Procurement Clarification above.

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

CURRENT PLAN HOLDERS LIST
ISSUED: 07/07/2025

1. Surface Masters, Inc.
2. Summit Construction & Development
3. Northwest Georgia Paving, Inc.
4. Bartow Paving Co.

ISSUED: 07/07/2025

REVISED Bid Proposal Form - Dalton Project No. PW-2025-LMIG

ITEM NUMBER	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
150-1000	Traffic Control	LS	1		
301-2190	SOIL-CEM STAB BASE CRS, 12 IN	SY	860		
301-5000	PORTLAND CEMENT	TN	35		
402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME (AS DIRECTED BY PROJECT ENGINEER)	TN	200		
402-3100	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE I, GP 1 OR BLEND 1, INCL BITUM MATL & H LIME	TN	1,620		
402-3101	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE I, BLEND 1, INCL BITUM MATL & H LIME	TN	4,003		
402-3102	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, BLEND 1, INCL BITUM MATL & H LIME	TN	1,480		
402-3130	RECYCLED ASPH CONC. 12.5 MM SUPERPAVE, GP 2 ONLY, INCL. BITUM MTL. AND H-LIME	TN	1,275		
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	131		
413-1000	BITUM TACK COAT	GL	6,817		
432-5010	MILL ASPH CONC PVMT., VARIABLE DEPTH	SY	101,459		
432-5010	MILL ASPH CONC PVMT., VARIABLE DEPTH (FOR DEEP PATCHING)	SY	755		
611-8050	MILL/REMOVE ASPHALT AROUND MANHOLE, GAS VALVE, OR WATER VALVE TO PREPARE FOR RESURFACING	EA	183		
653-0110	THERMOPLASTIC PVMT MARKING, ARROW, TP 1	EA	3		
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	1		
653-0210	THERMOPLASTIC PVMT MARKING, WORD, TP 1 (ONLY)	EA	1		

653-0220	THERMOPLASTIC PVMT MARKING, WORD, TP 2 (STOP)	EA	24		
653-0240	THERMOPLASTIC PVMT MARKING, WORD, TP 4 (AHEAD)	EA	4		
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	476		
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	SY	63		
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	SY	84		
654-1001	RAISED PVMT MARKERS TP 1	EA	1,368		
Total Base Bid Proposal					

BID ITEM 1					
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LM	4.638		
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LM	10.213		
TOTAL AMOUNT BID ITEM NO. 1					

BID ITEM 2					
653-2603	THERMOPLASTIC SOLID TRAF STRIPE, 6 IN, WHITE	LM	4.638		
653-2604	THERMOPLASTIC SOLID TRAF STRIPE, 6 IN, YELLOW	LM	10.213		
TOTAL AMOUNT BID ITEM NO. 2					

Bidding Company Name: _____

Authorized Bidding Rep. Signature & Title _____

ADVERTISEMENT FOR BID

**2025 MILLING AND RESURFACING
VARIOUS CITY STREETS
DALTON PROJECT NO. PW-2025-LMIG**

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

WEDNESDAY, JULY 16TH, 2025 AT 2 PM

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

**2025 MILLING AND RESURFACING
VARIOUS CITY STREETS
DALTON PROJECT NO. PW-2025-LMIG**

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

Bids received after the designated time will not be considered.

The principal items of construction are:

Approximately 5.901 centerline miles of variable depth milling (including around utilities), resurfacing, and thermoplastic striping of various City Streets using GDOT LMIG and local SPLOST funds. All work shall be performed according to the latest Georgia D.O.T. Standards and Specifications. Road mileage is subject to change and depends upon the availability of funding.

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

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

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

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

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

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

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

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

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

CITY OF DALTON, GEORGIA

BY _____
Jackson Sheppard
Project Manager

###

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SECTION 0400 – GENERAL NOTES

SECTION 0100 – INFORMATION FOR BIDDERS

0101 RECEIPT AND OPENING OF BIDS

The CITY OF DALTON, GEORGIA (*hereinafter called the Owner*), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the CITY OF DALTON FINANCE DEPARTMENT 300 W. WAUGH STREET, DALTON, GEORGIA 30720 until JULY 16TH, 2025 AT 2 PM and then at said office publicly opened and read aloud. The envelope containing the bids must be sealed and designated as the bid for the construction of the project entitled:

2025 MILLING AND RESURFACING
VARIOUS CITY STREETS
DALTON PROJECT NO. PW-2025-LMIG

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

0102 PREPARATION OF BID

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

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

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

0103 TELEGRAPHIC MODIFICATION

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

0104 QUALIFICATIONS OF BIDDERS

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

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

0105 BID SECURITY

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

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

0106 LIQUIDATED DAMAGES AND FAILURE TO ENTER INTO CONTRACT

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

0107 TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project by May 31, 2026. Bidders must agree also to pay as liquidated damages the sum of \$300.00 per each consecutive calendar day thereafter.

0108 CONDITION OF WORK

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

0109 ADDENDA AND INTERPRETATIONS

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

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

0110 SECURITY FOR FAITHFUL PERFORMANCE

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

0111 POWER OF ATTORNEY

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

0112 NOTICE OF SPECIAL CONDITIONS

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

0113 LAWS AND REGULATIONS

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

0114 METHOD OF AWARD

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

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

0114.06 Financial history, credit rating and current resources.

0115 OBLIGATION OF BIDDER

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

0116 CORRELATION AND INTENT OF DOCUMENTS

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

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

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

0117 CLAIMS

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

0118 ORDER OF WORK

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

0119 SUBCONTRACTS

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

0120 TIMELY EXECUTION

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

0121 SALES TAX NOTICE

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

.....END OF SECTION

SECTION 0200 – BID PROPOSAL

BID BOND
(Five Percent of Bid)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
C.W. Matthews Contracting Co., Inc., 1600 Kenview Drive NW, Marietta, GA 30060

of the City of Marietta State of Georgia and County of Cobb
as Principal and Federal Insurance Company, 202B Hall's Mill Road, Whitehouse Station, NJ 08889
as Surety, are hereby held and firmly bound unto the CITY OF DALTON, GEORGIA as
Owner in the penal sum of Five Percent (5%) of the Total Amount Bid
Dollars (\$ 5% total amount bid) for the payment of which, well and truly to be made,
we hereby jointly and severally bind ourselves, our heirs, executors, administrators,
successors and assigns.

Signed this 16th day of July, 2025.

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

2025 MILLING AND RESURFACING
VARIOUS CITY STREETS
DALTON PROJECT NO. PW-2025-LMIG

NOW, THEREFORE,

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

0200-1



BID BOND
(Continued)

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

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

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

Brenda B. Nation
Witness As To Principal
Brenda B. Nation

Maggie Duffner
Witness As To Surety, Maggie Duffner

C.W. Matthews Contracting Co., Inc.

Principal

By Michael Kleuckling
Michael Kleuckling, Vice President

Federal Insurance Company

Surety

202B Hall's Mill Road,
Whitehouse Station, NJ 08889

Address

By Holli Orr SEAL
Attorney-in-Fact, Holli Orr



0200-2





Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Holli Orr, Jennifer Westmoreland and Wesley P. Williams of Atlanta, Georgia-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 8th day of April 2024.


Rupert HD Swindells, Assistant Secretary


Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 8th day of April, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027


Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

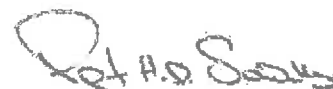
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this July 16, 2025




Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

BID PROPOSAL

Place Marietta, Georgia

Date July 16, 2025

Proposal of C. W. MATTHEWS CONTRACTING CO., INC. (hereinafter called
"Bidder") a contractor organized and existing under the laws of the City of Marietta
State of Georgia and County of Cobb, * ~~an individual~~, a
corporation, ~~or a partnership~~ doing business as _____

C. W. MATTHEWS CONTRACTING CO., INC.

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

Gentlemen:

The Bidder in compliance with your invitation for bids for the construction of 2025 Milling and Resurfacing, VARIOUS CITY STREETS, PW-2025-LMIG having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under this contract, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner. The project is to be fully complete by May 31, 2026. Bidder further agrees to pay as liquidated damages the sum of \$300.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions under "Time of Completion and Liquidated Damages."

Bidder acknowledges receipt of the following addenda:

Addendum No. 001 dated July 7, 2025

*Strike out inapplicable terms

BID PROPOSAL
(Continued)

Amount shall be shown in figures.

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

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

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

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

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

Attached hereto is a bid bond or certified check on the Federal Insurance Whitehouse Station, Company of New Jersey in the amount of Five Percent (5%) of Total Bid Amount according to conditions under "Information For Bidders" and the provisions therein.

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

Please See Attached

C. W. MATTHEWS CONTRACTING CO., INC.
INDIVIDUALS AUTHORIZED TO SUBMIT BIDS

Name & Address

Title

Daniel P. Garcia
1367 Mountain Park Drive, NW
Kennesaw, Georgia 30152

President

Michael D. Bell
5857 Wildlife Trail NW
Acworth, Georgia 30101

Executive Vice President, Secretary & Treasurer

Jeffrey C. Shropshire
P. O. Box 979
Dallas, Georgia 30132

Senior Vice President - Structures

Michael L. Kleuckling
3039 Cypress Cove
Ball Ground, Georgia 30107

Vice President – Estimating

Robert W. Thompson, Jr.
121 North Hampton Drive
Canton, Georgia 30115

Division Vice President – Estimating

Benny M. Brown
3005 Canton Pines Place
Marietta, Georgia 30068

Division Vice President – Accounting & Asst. Secretary

Thomas J. Roginsky
245 Mars Hill Rd.
Powder Springs, Georgia 30127

Division Vice President – Information Technology

Stoy Marlow
134 Palmetto Drive
Rincon, GA 31326

Senior Vice President - Baker

BID PROPOSAL
(Continued)

Dated at:

1600 Kenview Drive, Marietta, Georgia 30060

The 16th day of July, 2025

C. W. MATTHEWS CONTRACTING CO., INC.

Principal

By


Michael Kleuckling, Vice President

SEAL



0200-5



ISSUED: 07/07/2025**REVISED Bid Proposal Form - Dalton Project No. PW-2025-LMIG**

ITEM NUMBER	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
150-1000	Traffic Control	LS	1	\$176,460.51	\$176,460.51
301-2190	SOIL-CEM STAB BASE CRS, 12 IN	SY	860	\$28.00	\$24,080.00
301-5000	PORTLAND CEMENT	TN	35	\$280.00	\$9,800.00
402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME (AS DIRECTED BY PROJECT ENGINEER)	TN	200	\$149.65	\$29,930.00
402-3100	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE I, GP 1 OR BLEND 1, INCL BITUM MATL & H LIME	TN	1,620	\$127.72	\$206,906.40
402-3101	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE I, BLEND 1, INCL BITUM MATL & H LIME	TN	4,003	\$113.41	\$453,980.23
402-3102	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, BLEND 1, INCL BITUM MATL & H LIME	TN	1,480	\$120.85	\$178,858.00
402-3130	RECYCLED ASPH CONC. 12.5 MM SUPERPAVE, GP 2 ONLY, INCL. BITUM MTL. AND H-LIME	TN	1,275	\$133.39	\$170,072.25
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	131	\$178.35	\$23,363.85
413-1000	BITUM TACK COAT	GL	6,817	\$2.25	\$15,338.25
432-5010	MILL ASPH CONC PVMT., VARIABLE DEPTH	SY	101,459	\$2.95	\$299,304.05
432-5010	MILL ASPH CONC PVMT., VARIABLE DEPTH (FOR DEEP PATCHING)	SY	755	\$8.49	\$6,409.95
611-8050	MILL/REMOVE ASPHALT AROUND MANHOLE, GAS VALVE, OR WATER VALVE TO PREPARE FOR RESURFACING	EA	183	\$109.38	\$20,016.54
653-0110	THERMOPLASTIC PVMT MARKING, ARROW, TP 1	EA	3	\$75.00	\$225.00
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	1	\$75.00	\$75.00
653-0210	THERMOPLASTIC PVMT MARKING, WORD, TP 1 (ONLY)	EA	1	\$125.00	\$125.00

653-0220	THERMOPLASTIC PVMT MARKING, WORD, TP 2 (STOP)	EA	24	\$125.00	\$3,000.00
653-0240	THERMOPLASTIC PVMT MARKING, WORD, TP 4 (AHEAD)	EA	4	\$125.00	\$500.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	476	\$7.50	\$3,570.00
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	SY	63	\$2.50	\$157.50
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	SY	84	\$7.50	\$630.00
654-1001	RAISED PVMT MARKERS TP 1	EA	1,368	\$4.50	\$6,156.00
Total Base Bid Proposal					\$1,628,958.53

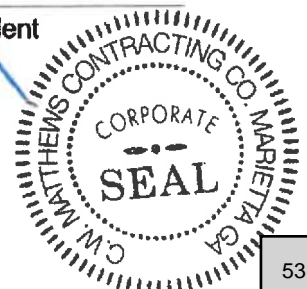
BID ITEM 1					
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LM	4.638	\$3,200.00	\$14,841.60
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LM	10.213	\$3,200.00	\$32,681.60
TOTAL AMOUNT BID ITEM NO. 1					\$47,523.20

BID ITEM 2					
653-2603	THERMOPLASTIC SOLID TRAF STRIPE, 6 IN, WHITE	LM	4.638	\$4,000.00	\$18,552.00
653-2604	THERMOPLASTIC SOLID TRAF STRIPE, 6 IN, YELLOW	LM	10.213	\$4,000.00	\$40,852.00
TOTAL AMOUNT BID ITEM NO. 2					\$59,404.00

Bidding Company Name: C. W. MATTHEWS CONTRACTING CO., INC.

Authorized Bidding Rep. Signature & Title

Michael Kleuckling, Vice President





July 28, 2025

C.W. Matthews Contracting Co., Inc.
1600 Kenview Drive NW
Marietta, GA 30060

Surety: Federal Insurance Company
Bond Number: K42105405
Owner: City of Dalton, Georgia
Bond Amount: \$1,688,362.53
Project: 2025 Milling and Resurfacing Various City Streets, Dalton Project No. PW-2025-LMIG

To Whom it May Concern:

Enclosed you will find the requested performance and payment bond forms in the required amount covering the above captioned project. As a precaution please check all dates, descriptions, names, seals, and surety signatures and remember that the appropriate required contractor's signature is necessary.

Please contact us if you have any questions.

Thank you,
American Global, LLC

CONSTRUCTION PAYMENT BOND

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

CONTRACTOR (Name and Address):

C.W. Matthews Contracting Co., Inc.
1600 Kenview Drive NW, Marietta, GA 30060

OWNER (Name and Address):

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

CONSTRUCTION CONTRACT:

Date: August 4, 2025

Amount: \$1,688,362.53

Description (Name and location):

2025 MILLING AND RESURFACING
VARIOUS CITY STREETS – DALTON PROJ. NO. PW-2025-LMIG

SURETY (Name and Principal place of Business):

Federal Insurance Company
202B Hall's Mill Road, Whitehouse Station, NJ 08889

BOND:

Date: August 4, 2025

Amount: \$1,688,362.53

Bond Number: K42105405

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

CONSTRUCTION PAYMENT BOND
(Continued)

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

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (*at the address described in Paragraph 11*) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligations to Claimant unless the Claimant has substantially complied with the requirements of O.C.G.A. 36-82-104 by giving the notices provided for therein. Each Claimant failing to substantially comply with said Code Section shall be deemed to have waived the protection of the payment bond. No Claimant shall file an action for payment against the Owner, Contractor or Surety, except in accordance with this section.

4.1. Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (*at the address described in Paragraph 12*) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the Contractor:

1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
3. Not having been paid within the above 30 days, have sent a written notice

CONSTRUCTION PAYMENT BOND
(Continued)

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

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

CONSTRUCTION PAYMENT BOND
(Continued)

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

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

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

15. DEFINITIONS

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

2025 MILLING AND RESURFACING
VARIOUS CITY STREETS
DALTON PROJECT NO. PW-2025-LMIG

CONTRACTOR AS PRINCIPAL

Company: C.W. Matthews Contracting Co., Inc.

1600 Kenview Drive NW, Marietta, GA 30060 (Corp. Seal)

Signature: 

Name and Title: DANIEL P. GARCIA
PRESIDENT

SURETY

Company: Federal Insurance Company

202B Hall's Mill Road, Whitehouse Station, NJ 08889
(Corp. Seal)

Signature: 

Name and Title: Holli Orr, Attorney-in-Fact



CONSTRUCTION PERFORMANCE BOND

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

CONTRACTOR *(Name and Address):*

C.W. Matthews Contracting Co., Inc.
1600 Kenview Drive NW, Marietta, GA 30060

OWNER *(Name and Address):*

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

CONSTRUCTION CONTRACT:

Date: August 4, 2025

Amount: \$1,688,362.53

Description *(Name and location):*

2025 MILLING AND RESURFACING
VARIOUS CITY STREETS – DALTON PROJ. NO. PW-2025-LMIG

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

Federal Insurance Company
202B Hall's Mill Road, Whitehouse Station, NJ 08889

BOND:

Date: August 4, 2025

Amount: \$1,688,362.53

Bond number: K42105405

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

CONSTRUCTION PERFORMANCE BOND
(Continued)

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

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

CONSTRUCTION PERFORMANCE BOND
(Continued)

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

CONSTRUCTION PERFORMANCE BOND
(Continued)

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

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

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

12. Definitions.

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

CONTRACTOR AS PRINCIPAL

Company: C.W. Matthews Contracting Co., Inc.

1600 Kenview Drive NW, Marietta, GA 30060 (Corp. Seal)

Signature: 

Name and Title: DANIEL P. GARCIA
PRESIDENT

SURETY

Company: Federal Insurance Company

202B Hall's Mill Road, Whitehouse Station, NJ 08889

(Corp. Seal)

Signature: 

Name and Title: Holli Orr, Attorney-in-Fact





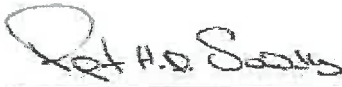
Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Holli Orr, Jennifer Westmoreland and Wesley P. Williams** of Atlanta, Georgia-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 8th day of **April 2024**.


Rupert HD Swindells, Assistant Secretary


Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 8th day of **April, 2024** before me, a Notary Public of New Jersey, personally came **Rupert HD Swindells** and **Warren Eichhorn**, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said **Rupert HD Swindells** and **Warren Eichhorn**, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027


Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

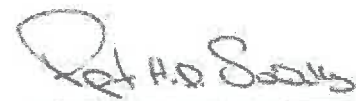
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, **Rupert HD Swindells**, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this August 4, 2025




Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

CONTRACT

THIS AGREEMENT made this the 4th day of August, 2025, by
and between the CITY OF DALTON, GEORGIA, hereinafter called "Owner",
and C.W. Matthews Contracting Co., Inc.

a contractor doing business as an individual, a partnership, or a corporation* of the City
of Marietta, County of Cobb, and State of Georgia
hereinafter called "Contractor".

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

2025 MILLING AND RESURFACING
VARIOUS CITY STREETS – DALTON PROJECT NO. PW-2025-LMIG

hereinafter called the "Project", for the sum of ONE MILLION SIX HUNDRED EIGHTY-
EIGHT THOUSAND THREE HUNDRED SIXTY-TWO AND 53/100 Dollars
(\$1,688,362.53) and all extra work in connection therewith, under the terms as stated in
the Contract Documents, and at his (*its or their*) own proper cost and expense to furnish
all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance
and other accessories and services necessary to complete the said project in accordance
with the conditions and prices stated in the proposal, the General Conditions of the
Contract, the specifications and contract documents therefore as prepared by the Owner
and as enumerated in the General Conditions, all of which are made a part hereof and
collectively constitute the Contract.

The Contractor hereby agrees to commence work under this contract on or before a date
to be specified in a written "Notice to Proceed" of the Owner. The project is to be fully
complete by May 31, 2026. The Contractor further agrees to pay as liquidated damages
the sum of \$300.00 for each consecutive calendar day thereafter as hereinafter provided
in the General Conditions under "Time of Completion and Liquidated Damages."

*Strike out inapplicable terms.

CONTRACT
(Continued)

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

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

ATTEST:

CITY OF DALTON, GEORGIA

City Clerk

By: _____ SEAL

Witness

Title

ATTEST:



Secretary



Witness

By: 

DANIEL P. GARCIA
PRESIDENT

Title



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

Give proper title of each person executing contract.

CONTRACTOR AFFIDAVIT AND AGREEMENT

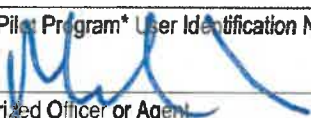
By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Dalton has registered with and is participating in a federal work authorization program* [any of the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

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

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

32751

EEV/Basic Pilot Program* User Identification Number



July 16, 2025

Date

BY: Authorized Officer or Agent

(Contractor Name) (C. W. MATTHEWS CONTRACTING CO., INC.)

Vice President

Title of Authorized Officer or Agent of Contractor

Michael Kleuckling

Printed Name of Authorized Officer or Agent



SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

16th DAY OF July, 2025



Notary Public Brenda B. Nation

My Commission Expires:

June 26, 2028



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

0200-18



SECTION 0300 - GENERAL CONDITIONS

0301 CONTRACT AND CONTRACT DOCUMENTS

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

0302 DEFINITIONS

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

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

0303 CORRELATION AND INTENT OF DOCUMENTS

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

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

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

0304 MATERIALS, SERVICES AND FACILITIES

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

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

0305 CONTRACTOR'S TITLE TO MATERIALS

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

0306 MATERIALS FURNISHED BY THE CONTRACTOR

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

0307 INSPECTION AND TESTING OF MATERIALS

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

0308 PATENTS

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

0309 SURVEYS, PERMITS AND REGULATIONS

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

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

0310 CONTRACTOR'S OBLIGATIONS

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

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

0311 CONTRACTOR'S RESPONSIBILITY

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

0312 WEATHER CONDITIONS

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

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

0313 SAFETY PROVISIONS

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

0314 SANITARY PROVISIONS

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

0315 PUBLIC CONVENIENCE AND SAFETY

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

0316 PROTECTION OF WORK AND PROPERTY - EMERGENCY

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

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

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

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

0316.03 The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 0323 of the General Conditions.

0317 INSPECTION

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

0318 REPORTS, RECORDS AND DATA

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

0319 SUPERINTENDENCE BY CONTRACTOR

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

0320 COMPETENT LABOR

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

receive orders and execute the work.

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

0321 CONSTRUCTION EQUIPMENT

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

0322 CHANGES IN THE WORK

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

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

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

0323 CHANGE IN CONTRACT PRICE

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

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

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

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

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

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

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

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

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

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

0323.02.5 Supplemental costs including the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

wrongly supplied and making good any damage to property.

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

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

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

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

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

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

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

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

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

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

0324 CHANGE OF THE CONTRACT TIME

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

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

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

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

0325 CORRECTION OF WORK

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

0326 EXISTING UNDERGROUND UTILITIES AND STRUCTURES

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

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

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

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

0327 SUBSURFACE CONDITIONS FOUND DIFFERENT

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

0328 CLAIMS FOR EXTRA WORK

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

0329 RIGHT OF THE OWNER TO TERMINATE CONTRACT

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

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

0330 CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

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

0331 PAYMENTS TO CONTRACTORS

0331.01 The amount of Retainage Schedule shall be as follows:

- 0331.01.1 • Five (5%) percent of each progress payment shall be withheld as retainage for the life of the project, including change orders and other authorized additions provided in the Contract is due;
- 0331.01.2 • When the Work is substantially complete (operational or beneficial occupancy) and City determines the Work to be reasonably acceptable, the Contractor shall submit an invoice or other documents as may be required and receive payment thereof within thirty (30) days. If there are any remaining incomplete minor items, an amount equal to two hundred (200%) percent of the value of each item, as determined by City, shall be withheld until such items are completed.
- 0331.01.3 • This Contract is governed by O.C.G.A. § 13-10-1 et seq., which requires that the Contractor, within ten (10) days of receipt of retainage from City, pass through payments to Subcontractors and reduce each Subcontractor's retainage accordingly. The Code provision also requires Subcontractors to pass through payments to Lower Tier Subcontractors and reduce each lower tier contractor's retainage. Therefore, City, in its discretion, may require the Contractor to submit satisfactory evidence that all payrolls, material bills, or other indebtedness connected with the Work have been paid before making any payment.
- 0331.01.4 • Within sixty (60) days after the Work is fully completed and accepted by City, the balance due hereunder shall be paid; provided, however, that final payment shall not be made until said Contractor shall have completed all work necessary and reasonably incidental to the

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

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

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

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

0332 ACCEPTANCE AND FINAL PAYMENT

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

0333 PAYMENTS BY CONTRACTORS

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

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

0334 CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

- 0334.04 Contractor shall purchase and maintain such boiler and machinery insurance as may be required by these General Conditions or by law. This insurance shall include the interest of Owners, Contractor and Subcontractors in the work and shall provide coverage for all installed and functional mechanical equipment for the full replacement value of the equipment.
- 0334.05 Owner shall not be responsible for purchasing and maintaining any property insurance to protect the interests of Contractor or Subcontractors in the work to the extent of any deductible amounts that are provided in the supplemental conditions. If Contractor wishes property insurance coverage within the limits of such amounts, Contractor may purchase and maintain it at his own expense.
- 0334.06 If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by, Owner will notify Contractor thereof within ten days of the date of delivery of such certificates, to Owner. Contractor will provide to the Owner such additional information in respect of insurance provided by him as Owner may reasonably request. The right of the Owner to review and comment on Certificates of Insurance is not intended to relieve the Contractor of his responsibility to provide insurance coverage as specified nor to relieve the Contractor of his liability for any claims which might arise.
- 0334.07 Partial Utilization - Property Insurance: If Owner finds it necessary to occupy or use a portion or portions of the work prior to Substantial Completion of all the work, such use or occupancy may be accomplished provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.
- 0334.08 The Contractor shall carry and maintain Combined Excess Liability (*Umbrella*) Insurance for a limit of not less than the following:

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

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

For claims under Worker's Compensation:

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

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

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

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

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

Comprehensive Automobile Liability:

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

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

- 0334.11 Certificate Holder should read:

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

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

0335 CONTRACT SECURITY

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

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

0336 ADDITIONAL OR SUBSTITUTE BOND

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

0337 LIEN

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

0338 ASSIGNMENTS

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

0339 MUTUAL RESPONSIBILITY OF CONTRACTORS

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

0340 COORDINATION WITH OTHER CONTRACTORS

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

0341 SUBCONTRACTING

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

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

between any Subcontractor and the Owner.

0342 USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

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

0343 QUANTITIES OF ESTIMATE

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

0344 RIGHTS-OF-WAY AND SUSPENSION OF WORK

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

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

0345 GUARANTY

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

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

0346 CONFLICTING CONDITIONS

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

0347 NOTICE AND SERVICE THEREOF

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

0348 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

0349 SUSPENSION OF WORK

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

0350 PROTECTION AND RESTORATION OF PROPERTY

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

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

0351 RESPONSIBILITY FOR DAMAGE CLAIMS

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

0352 INTEREST OF FEDERAL, STATE OR LOCAL OFFICIALS

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

0353 OTHER PROHIBITED INTERESTS

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

0354 USE OF CHEMICALS

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

0355 MAINTENANCE OF TRAFFIC

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

0356 ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

0357 OWNER'S RIGHT TO SUSPEND WORK

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

0358 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 0358.01 It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "NOTICE TO PROCEED."
- 0358.02 The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- 0358.03 If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the

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

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

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

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

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

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

.....END OF SECTION

SECTION 0300: APPENDIX A

AFFIDAVIT FOR FINAL PAYMENT AND RELEASE OF LIENS

STATE OF: _____

COUNTY OF: _____

FROM: _____ (Contractor)

TO: CITY OF DALTON, GEORGIA (Owner)

RE: Contract entered into the ____ day of _____, _____ between the above mentioned parties for the construction of the project entitled DALTON PROJ. NO. PW-2025-LMIG.

KNOW ALL MEN BY THESE PRESENTS:

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

SIGNED: _____ (SEAL)

BY: _____

TITLE: _____

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

This ____ day of _____, _____.

Notary Public: _____ SEAL

My Commission Expires: _____,

_____ County,

SECTION 0400 – GENERAL NOTES

1. THE DATA, TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS, OR IN ANY WAY INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED UPON FIELD INVESTIGATIONS AND GIS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS. HOWEVER, THE SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED AND DO NOT BIND THE CITY OF DALTON IN ANY WAY. THE ATTENTION OF THE BIDDER IS SPECIFICALLY DIRECTED TO GEORGIA DEPARTMENT OF TRANSPORTATION SPECIFICATION SECTIONS 102.04, 102.05, AND 104.03 OF THE SPECIFICATIONS.
2. ALL WORK ASSOCIATED WITH THIS CONTRACT SHALL BE DONE IN ACCORDANCE WITH THE MOST CURRENT GEORGIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, SPECIAL PROVISIONS, AND CONSTRUCTION DETAILS.
3. **THE BEGINNING AND ENDING TERMINI FOR EACH RESURFACING PROJECT ARE SHOWN ON THE LOCATION MAPS AND PROJECT SUMMARY REPORT INCLUDED IN THE GENERAL NOTES (SECTION 0400).**
4. QUANTITIES FOR MILLING AND RESURFACING OF DECELERATION LANES, FLARES (WIDTH TRANSITIONS), ETC., ARE INCLUDED WITHIN THE DETAILED ESTIMATE.
5. MILLING AND PAVING OF TURNOUTS FOR SIDEROADS SHALL BE REQUIRED **WHEN DIRECTED BY THE PROJECT ENGINEER** TO PROVIDE A SMOOTH AND WELL DRAINED TRANSITION TO AND FROM THE MAINLINE BEING RESURFACED. UNLESS OTHERWISE DIRECTED BY THE PROJECT ENGINEER, THE MILLING AND PAVING OF TURNOUTS FOR SIDE ROADS SHALL BE TO THE BACK OF RADIUS FOR EACH SIDE STREET. QUANTITIES FOR THESE AREAS ARE INCLUDED ON THE DETAILED ESTIMATE.
6. THE CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE IN THE MILLING OPERATION SUCH THAT WATER DOES NOT POND ON THE ROADWAY. **MILLED AREAS SHALL BE COVERED WITH FINAL SURFACE COURSE WITHIN FOURTEEN (14) CALENDAR DAYS OF BEING MILLED.**
7. FAILURE BY THE CONTRACTOR TO COVER MILLED SURFACES WITHIN FOURTEEN (14) CALENDAR DAYS WILL RESULT IN LIQUIDATED DAMAGES TO BE ASSESSED AT A RATE OF \$200 PER DAY LEFT EXPOSED.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL DRAINAGE STRUCTURES WITHIN THE LIMITS OF THE PROJECT THROUGHOUT THE DURATION OF THE PROJECT. ANY DEBRIS THAT GOES IN DRAINAGE STRUCTURES AS A RESULT OF THE MILLING OPERATION SHALL BE CLEANED OUT BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE CITY.
9. PERMANENT STRIPING: THE CONTRACTOR SHALL RESTRIPE ALL EXISTING ROADWAY MARKINGS AT EXISTING LOCATIONS ON ROADWAY AND AS CURRENTLY MARKED. THE CONTRACTOR SHALL RESTRIPE ALL EXISTING ROADWAY MARKINGS ON SIDE ROADS TO THE END OF THE NEW RESURFACED SECTION ONLY WHEN

APPLICABLE. REFERENCE PAVEMENT MARKING DETAILS AND NOTES IN GDOT SPECIFICATIONS FOR LOCATING EDGE LINES. THE COST OF RESTRIPIING INCLUDING REQUIRED STOP BARS AND PROVIDING CONSTRUCTION LAYOUT WILL BE PAID FOR UNDER 653 PAY ITEMS.

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

UPON COMPLETION OF THE MILLING OPERATIONS, THE CONTRACTOR SHALL REMOVE ANY REMAINING ASPHALT "STRIP/SLIVER" CREATED IN THE GUTTER AS A RESULT OF MILLING OPERATIONS (IF APPLICABLE). THIS "STRIP" SHALL BE

REMOVED PRIOR TO PLACEMENT OF ASPHALT RESURFACING IF PAVING IN THE GUTTER IS REQUIRED BECAUSE OF PRE-EXISTING CONDITIONS.

19. MATERIALS TRANSFER VEHICLE (MTV, SHUTTLE BUGGY) – THE CONTRACTOR SHALL UTILIZE A MATERIALS TRANSFER VEHICLE WHEN PLACING ASPHALTIC CONCRETE MIXTURES ON THIS PROJECT ONLY AS REQUIRED BY THE APPLICABLE GDOT STANDARD SPECIFICATION.
20. PILOT VEHICLE SHALL BE USED FOR TWO (2) LANE SECTIONS OF MITCHELL STREET, AS DIRECTED BY PROJECT ENGINEER.
21. BUMP SIGNAGE – BUMP SIGNAGE SHALL BE INSTALLED ON ALL TRANSVERSE “BUTT” JOINTS CREATED AS A RESULT OF MILLING OPERATIONS. CONTRACTOR SHALL PLACE A WEDGE OF COLD MIX ASPHALT ON TRANSVERSE JOINTS AS A TEMPORARY MEASURE OF PROVIDING A SMOOTH TRANSITION TO PROJECT TIE-INS. THIS COLD MIX WEDGE SHALL BE REMOVED BY THE CONTRACTOR PRIOR TO COMMENCING RESURFACING. THE OWNER IS NOT RESPONSIBLE FOR DAMAGED VEHICLES CAUSED BY TRANSVERSE “BUTT” JOINTS.
22. LEVELING – LEVELING SHALL ONLY BE PLACED ON THE PROJECT AS DIRECTED BY THE PROJECT ENGINEER.
23. TIME OF WORK RESTRICTIONS – NO WORK SHALL BE COMPLETED BY THE CONTRACTOR ON **RESIDENTIAL STREETS BETWEEN THE HOURS OF 9:01PM THROUGH 7:59AM (I.E. NO NIGHTTIME WORK ON RESIDENTIAL STREETS.** FOR STREETS IN **COMMERCIAL AND INDUSTRIAL DISTRICTS, NO WORK SHALL BE COMPLETED BETWEEN THE HOURS OF 7:01AM THROUGH 7:59AM (I.E. NO WORK ON COMMERCIAL DISTRICT STREETS DURING THE AM RUSH).** THE CONTRACTOR SHALL KEEP AT LEAST ONE TRAVEL LANE OPEN IN EACH DIRECTION OF TRAVEL AT ALL TIMES. LIQUIDATED DAMAGES FOR FAILURE TO OBSERVE TIME OF WORK RESTRICTIONS SHALL BE ASSESSED TO THE CONTRACTOR AT THE RATE OF \$200 PER HOUR. NIGHT WORK SHALL BE PERMITTED AT CONTRACTOR'S DISCRETION AT DALTON INDUSTRIAL COURT.
24. THE CONTRACTOR WILL BE PERMITTED TO USE ADVANCED WARNING SIGNS ON TRIPODS THROUGHOUT THE PROJECT AS LONG AS THE SIGNS AND TRIPODS CONFORM TO THE REQUIREMENTS ESTABLISHED BY PART 6 OF THE MUTCD AND SPECIAL PROVISION SECTION 150-TRAFFIC CONTROL OF THE GEORGIA DOT STANDARD SPECIFICATIONS.
25. THE CONTRACTOR WILL NOT BE REQUIRED TO PERFORM ANY SHOULDER BUILDING/GRASSING NOR PLACE WORK ZONE BARRELS OR LOW/SOFT SHOULDER SIGNS AFTER PLACING ASPHALT TOPPING ON STREETS WITHOUT CURB AND GUTTER. THE CITY OF DALTON PUBLIC WORKS DEPARTMENT WILL COMPLETE THE PREVIOUSLY MENTIONED WORK ITEMS USING IN-HOUSE FORCES.
26. **MILLING/REMOVAL OF ASPHALT AROUND MANHOLE, GAS VALVE, OR WATER VALVE TO PREPARE FOR RESURFACING** – CONTRACTOR SHALL PROVIDE UNIT PRICING TO PERFORM THE NECESSARY MILLING AROUND IN-PAVEMENT UTILITY

MANHOLES AND VALVES. THIS MILLING WILL REQUIRE A SMALL MILLING MACHINE TO APPROPRIATELY MILL AROUND THE UTILITY INFRASTRUCTURE AT THE SAME MILLING DEPTH SPECIFIED FOR EACH STREET TO PREPARE FOR RESURFACING. THE UNIT PRICE FOR THIS WORK SHOULD INCLUDE ALL LABOR, EQUIPMENT, AND MATERIALS NECESSARY TO PERFORM THE WORK.

27. DALTON INDUSTRIAL COURT DEEP PATCHING SHALL ENCOMPASS MILLING 4.5" AND OVERLAID 3" OF 19 MM GROUP 1 OR 2 SUPERPAVE AT 330 LBS./SY AND 1.5" OF 12.5 MM GROUP 2 ONLY AT 165 LBS./SY FOR THE SURFACE COURSE.
28. WALSTON AVENUE: MILL 1.5" AT THE GUTTER LINE/EDGE OF PAVEMENT AND TAPER TO 0" AT THE CENTERLINE.
29. WALSTON AVENUE SOIL-CEMENT STABILIZED BASE SPECIFICATION: 860 SY - 12" AT 80 LBS./SY.
30. CONTRACTOR WILL **NOT** BE REQUIRED TO REMOVE SPEED CUSHIONS FROM VALLEY DRIVE AND STONELEIGH ROAD. THE CITY OF DALTON PUBLIC WORKS DEPARTMENT WILL COMPLETE THE PREVIOUSLY MENTIONED WORK ITEMS USING IN-HOUSE FORCES.

2025 Milling and Resurfacing Various City Streets - Dalton Project No PW-2025-LMIG

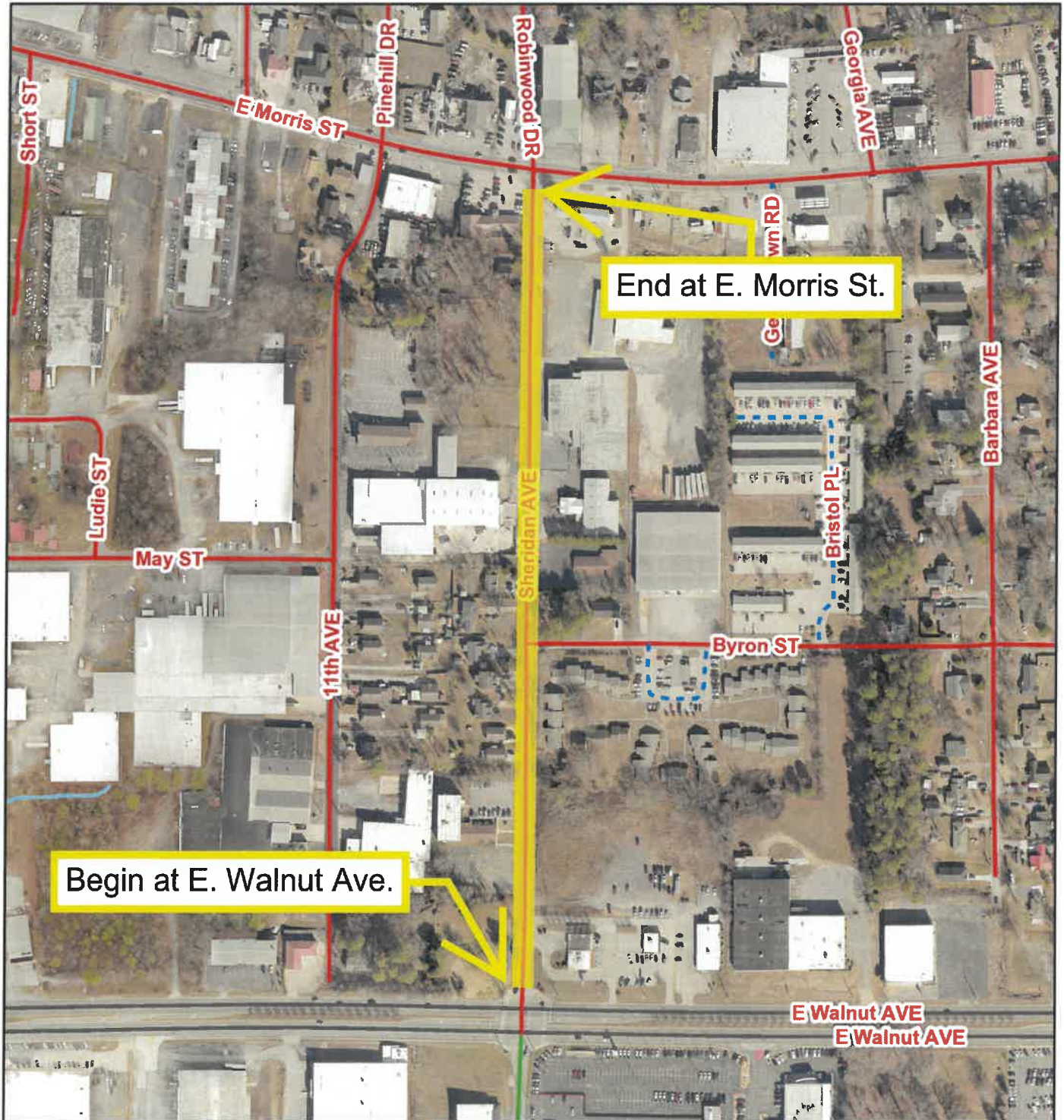
Project Summary Sheet - Dalton Public Works Department

No.	Road Name	Beginning	Ending	Total Length (Miles)	Street Width (+/-)	Milling Required?	Required Asphalt Topping Mix Design Code	Approx Tonnage	Required Asphalt Topping Spread Rate	Thermoplastic Striping?	RPMS?
1	Sheridan Avenue	E. Walnut Ave.	E. Morris St.	0.334	24'	Yes; 1.5" full width mill	402-3102	422	165 lbs/square yard	Edgelines, Centerlines, Stop Bars	Yes
2	May Street	5th Ave.	11th Ave.	0.405	28'	Yes, 1.5" full width mill	402-3102	592	165 lbs/square yard	Stop Bar Only	No
3	Stoneleigh Road	Lakemont Dr.	W. Walnut Ave.	0.237	26'-28'	Yes, 1.5" full width mill	402-3101	326	165 lbs/square yard	Edgelines, Centerlines	Yes
4	Walston Avenue	W. Waugh St.	Burleyson Rd.	0.698	24'	Yes, 1.5"-0"	402-3130	869	165 lbs/square yard	Centerlines, Stop Bars	Yes
5	Lester Avenue	E. Walnut Ave.	E. Morris St.	0.340	26'	Yes, 1.5" full width mill	402-3102	466	165 lbs/square yard	Centerlines, Stop Bars	Yes
6	Valley Drive	W. Walnut Ave.	W. Crawford St.	0.614	27'-30'	Yes, 1.5" full width mill	402-3101	910	165 lbs/square yard	Centerlines, Edgelines, Stop Bars, Crosswalk, White Hatching, Words	Yes
7	Brady Drive	Crow Valley Dr.	Pavement Joint	0.463	23'-26'	Yes, 1.5" full width mill	402-3100	688	165 lbs/square yard	Centerlines, Stop Bars, Word	Yes
8	Dalton Industrial Court	Cul-de-sac	Callahan Rd.	0.234	27'	Yes, 1.5" full width mill	402-3130	406	165 lbs/square yard	Centerlines, Stop Bar	Yes
9	Byron Street	Sheridan Ave.	Lester Ave.	0.249	16'-22'	Yes, 1.5" full width mill	402-3100	224	165 lbs/square yard	Centerlines, Stop Bars, Word	Yes
10	Saint Charles Street	Grace St.	Bryant Ave.	0.242	29'	Yes, 1.5" full width mill	402-3100	363	165 lbs/square yard	Stop Bars	No
11	East Franklin Street	Glenwood Pl.	S. Glenwood Ave.	0.133	22'-29'	Yes, 1.5" full width mill	402-3101	173	165 lbs/square yard	Centerlines	Yes
12	Railroad Street	Glenwood Pl.	E. Morris St.	0.423	24'-29'	Yes, 1.5" full width mill	402-3101	608	165 lbs/square yard	Centerlines, Stop Bars	Yes
13	Sassafras Street	N. Glenwood Ave.	Ave. 'B'	0.200	26'	Yes, 1.5" full width mill	402-3100	264	165 lbs/square yard	Centerlines, Arrows, Word	Yes
14	Avenue B	Morningside Dr.	Sassafras St.	0.059	26'	Yes, 1.5" full width mill	402-3100	80	165 lbs/square yard	N/A	No
15	Civic Drive	Mitchell St.	Morningside Dr.	0.246	26'	Yes, 1.5" full width mill	402-3101	329	165 lbs/square yard	Centerlines, Edgelines Stop Bars, Words	Yes
16	Morningside Drive	N. Glenwood Ave.	Veterans Dr.	0.492	28.5'	Yes, 1.5" full width mill	402-3101	763	165 lbs/square yard	Centerlines, Edgelines Stop Bars, Word	Yes
17	Mitchell Street	N. Glenwood Ave.	Veterans Dr.	0.533	26'-39'	Yes, 1.5" full width mill	402-3101	894	165 lbs/square yard	Centerlines, Edgelines Stop Bars, Word	Yes
Total =				5.901							

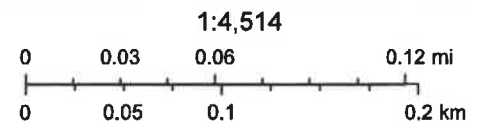
2025 Milling and Resurfacing Various City Streets - Dalton Project No PW-2025-LMIG
 Estimate of Quantities per Road - Dalton Public Works Department

ITEM	UNIT	Sheridan Avenue	May Street	Stoneleigh Road	Walston Avenue	Lester Avenue	Valley Drive	Brady Drive	Dalton Ind. Ct.	Byron Street	St. Charles Street	E. Franklin Street	Railroad Street	Sassafras Street	Ave. B	Civic Drive	Morningside Dr.	Mitchell Street	TOTAL
Soil Cement	SY	-	-	-	860	-	-	-	-	-	-	-	-	-	-	-	-	-	860
RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	TN	-	-	2	-	-	-	-	-	-	-	-	-	-	-	-	20	-	22
RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE I, GP 1 OR BLEND 1, INCL BITUM MATL & H LIME	TN	-	-	-	-	-	-	688	-	224	363	-	-	264	80	-	-	-	1,620
RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE I, BLEND 1, INCL BITUM MATL & H LIME	TN	-	-	326	-	-	910	-	-	-	-	173	608	-	-	329	763	894	4,003
RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, BLEND 1, INCL BITUM MATL & H LIME	TN	422	592	-	-	466	-	-	-	-	-	-	-	-	-	-	-	-	1,480
RECYCLED ASPH CONC. 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL AND H-LIME	TN	-	-	-	869	-	-	-	406	-	-	-	-	-	-	-	-	-	1,275
RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	-	-	-	-	-	-	-	131	-	-	-	-	-	-	-	-	-	131
BITUM TACK COAT	GL	335	478	263	702	377	736	556	361	181	294	140	491	213	65	266	616	723	6,817
MILL ASPH CONC PVMT., VARIABLE DEPTH	SY	5,019	7,172	3,951	10,536	5,648	11,036	8,344	4,924	2,712	4,405	2,094	7,370	3,202	970	3,989	9,245	10,840	101,459
MILL ASPH CONC PVMT., VARIABLE DEPTH (FOR DEEP PATCHING)	SY	-	-	-	755	-	-	-	-	-	-	-	-	-	-	-	-	-	755
MILL/REMOVE ASPHALT AROUND MANHOLE, GAS VALVE, OR WATER VALVE TO PREPARE FOR RESURFACING	EA	15	29	11	9	9	14	11	4	6	7	17	9	5	2	1	22	12	183
THERMOPLASTIC PVMT MARKING, ARROW, TP 1	EA	-	-	-	-	-	-	-	-	-	-	-	-	3	-	-	-	-	3
THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	1
THERMOPLASTIC PVMT MARKING, WORD, TP 1 (ONLY)	EA	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	1
THERMOPLASTIC PVMT MARKING, WORD, TP 2 (STOP)	EA	1	1	-	4	-	12	1	-	1	-	-	-	-	-	2	1	1	24
THERMOPLASTIC PVMT MARKING, WORD, TP 4 (AHEAD)	EA	-	-	-	-	-	4	-	-	-	-	-	-	-	-	-	-	-	4
THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	32	13	-	50	12	153	16	19	51	24	-	36	-	-	27	19	22	476
THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	SY	-	-	-	-	-	63	-	-	-	-	-	-	-	-	-	-	-	63
THERMOPLASTIC SOLID TRAF STRIPE, 6 IN, WHITE	LM	0.669	-	0.474	-	-	1.337	-	-	-	-	-	-	-	-	0.109	0.983	1.066	4,638
THERMOPLASTIC SOLID TRAF STRIPE, 6 IN, YELLOW	LM	0.669	-	0.474	1.395	0.679	1.497	0.900	0.469	0.477	-	0.313	0.748	0.268	-	0.274	0.983	1.066	10,213
THERMOPLASTIC TRAF STRIPING, WHITE	SY	-	-	-	-	-	84	-	-	-	-	-	-	-	-	-	-	-	84
RAISED PVMT MARKERS TP 1	EA	90	-	64	186	90	200	120	62	64	-	42	102	36	-	38	130	144	1,368

Sheridan Avenue - Location Map



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May Street - Location Map

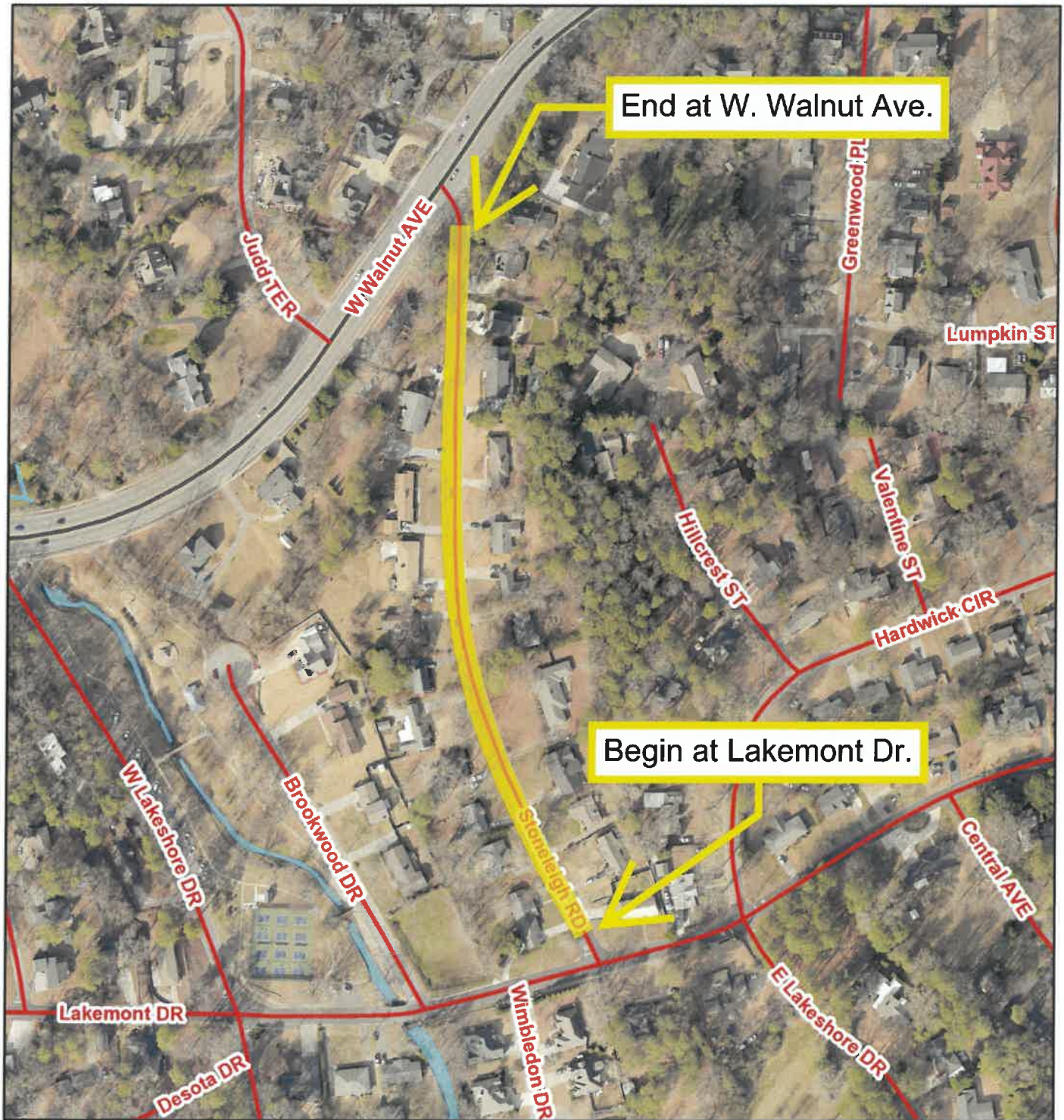


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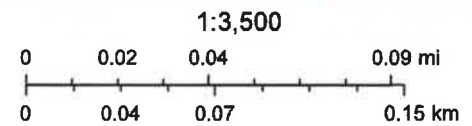
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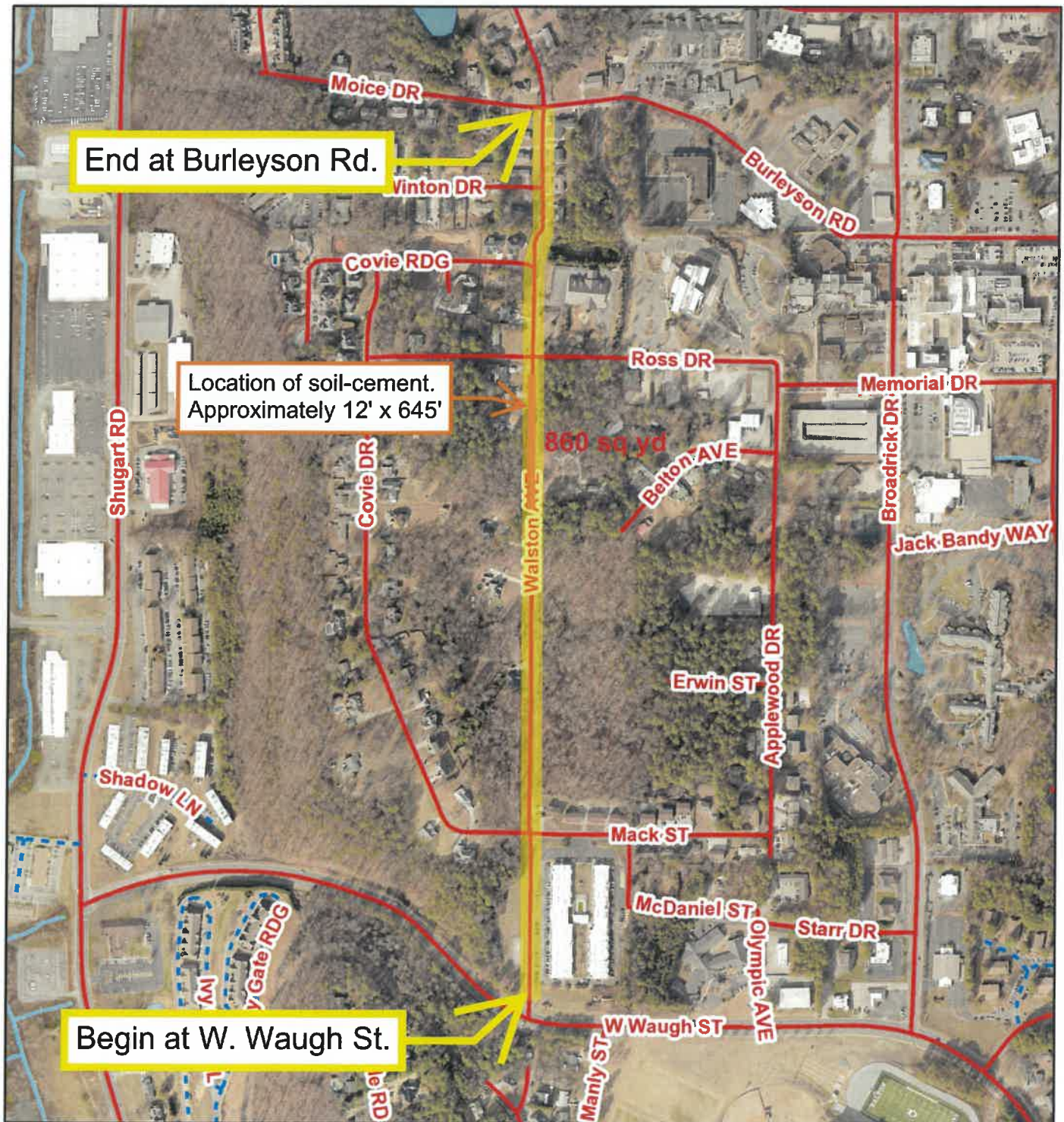
Stoneleigh Road - Location Map



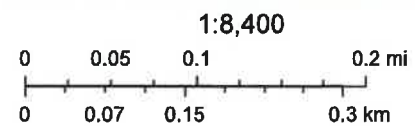
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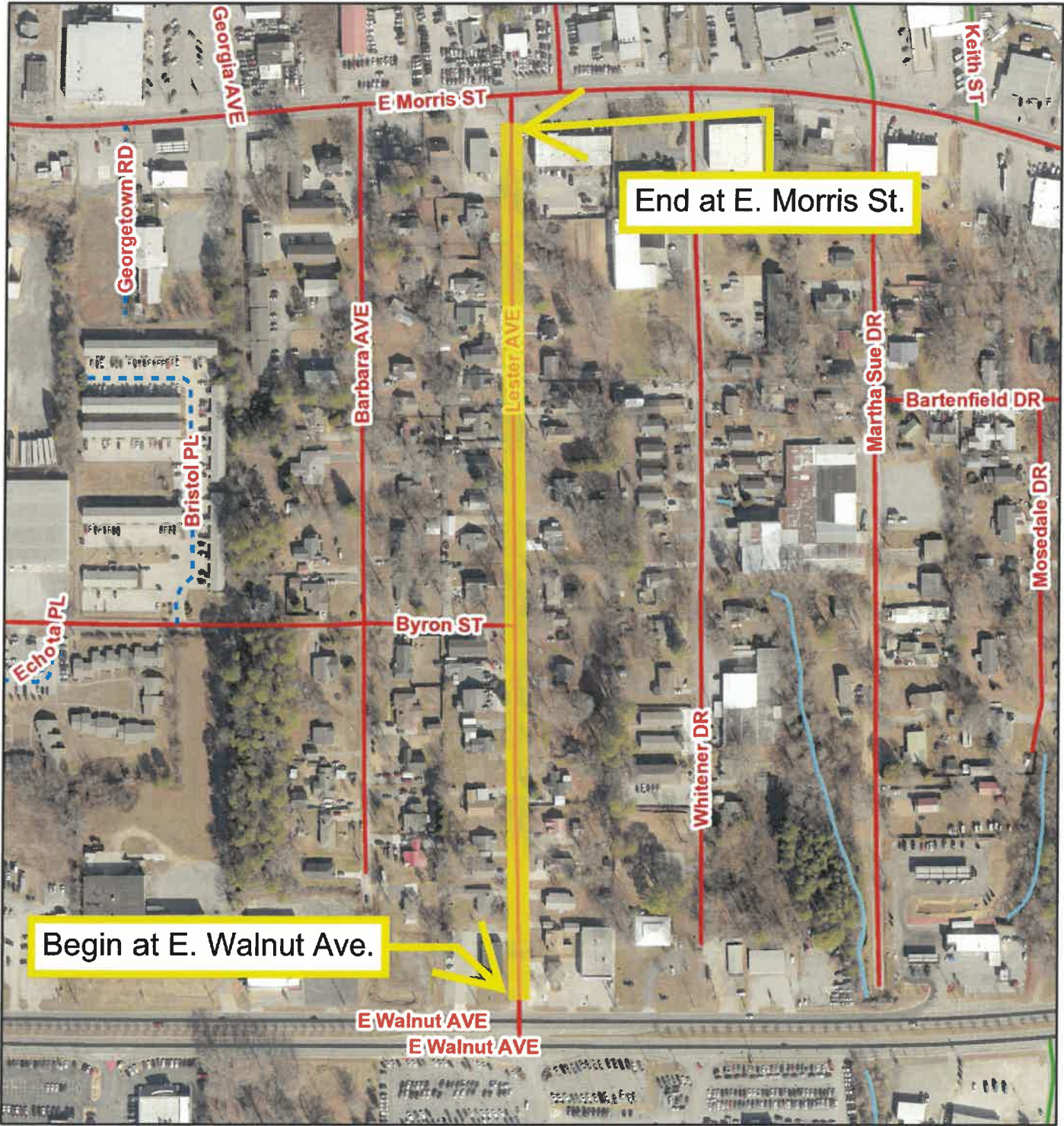
Walston Avenue - Location Map



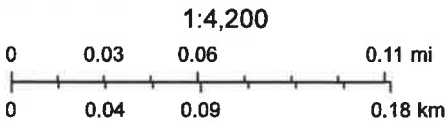
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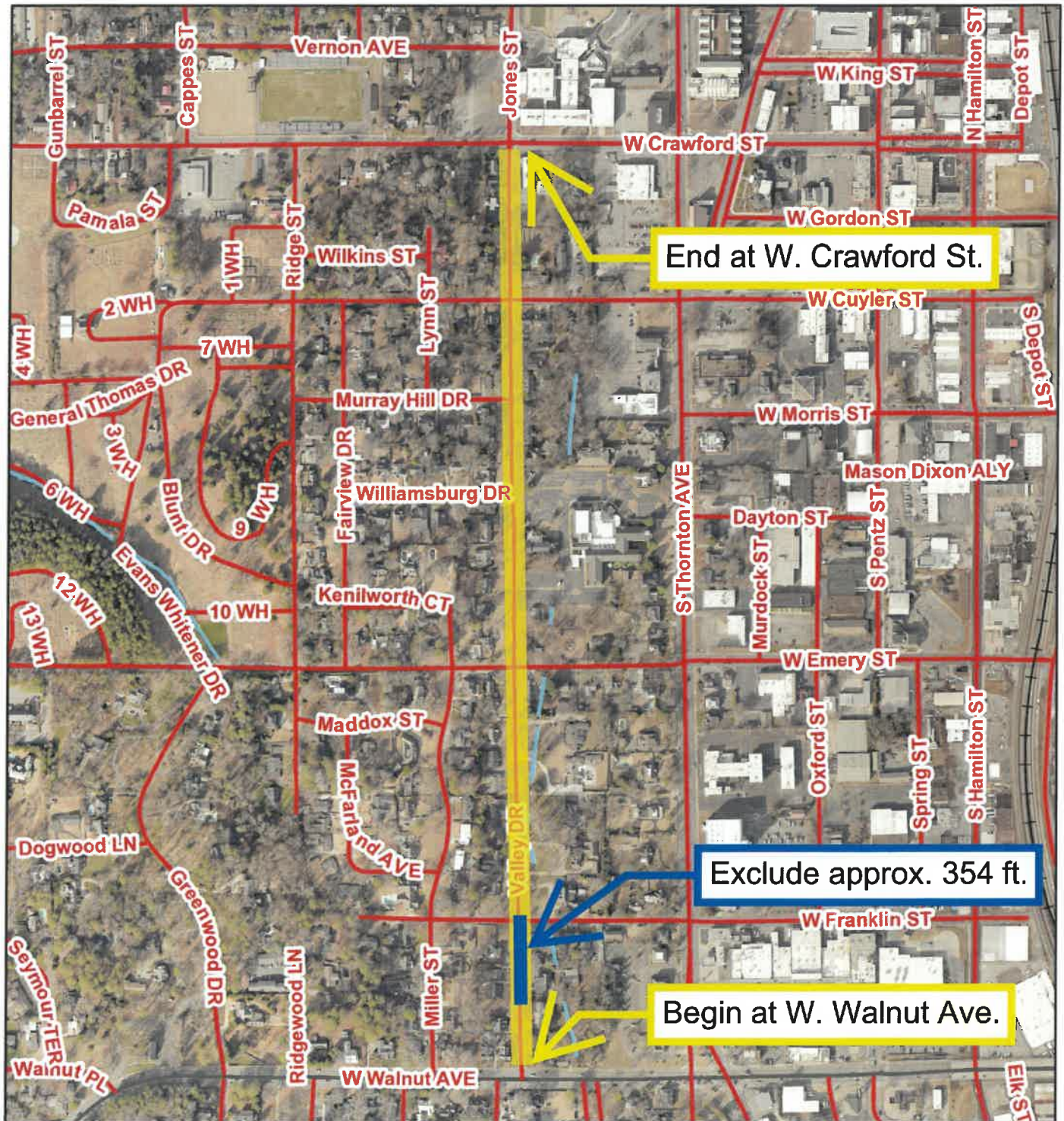
Lester Avenue - Location Map



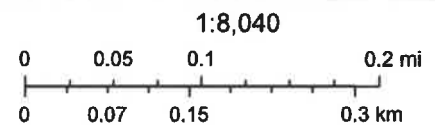
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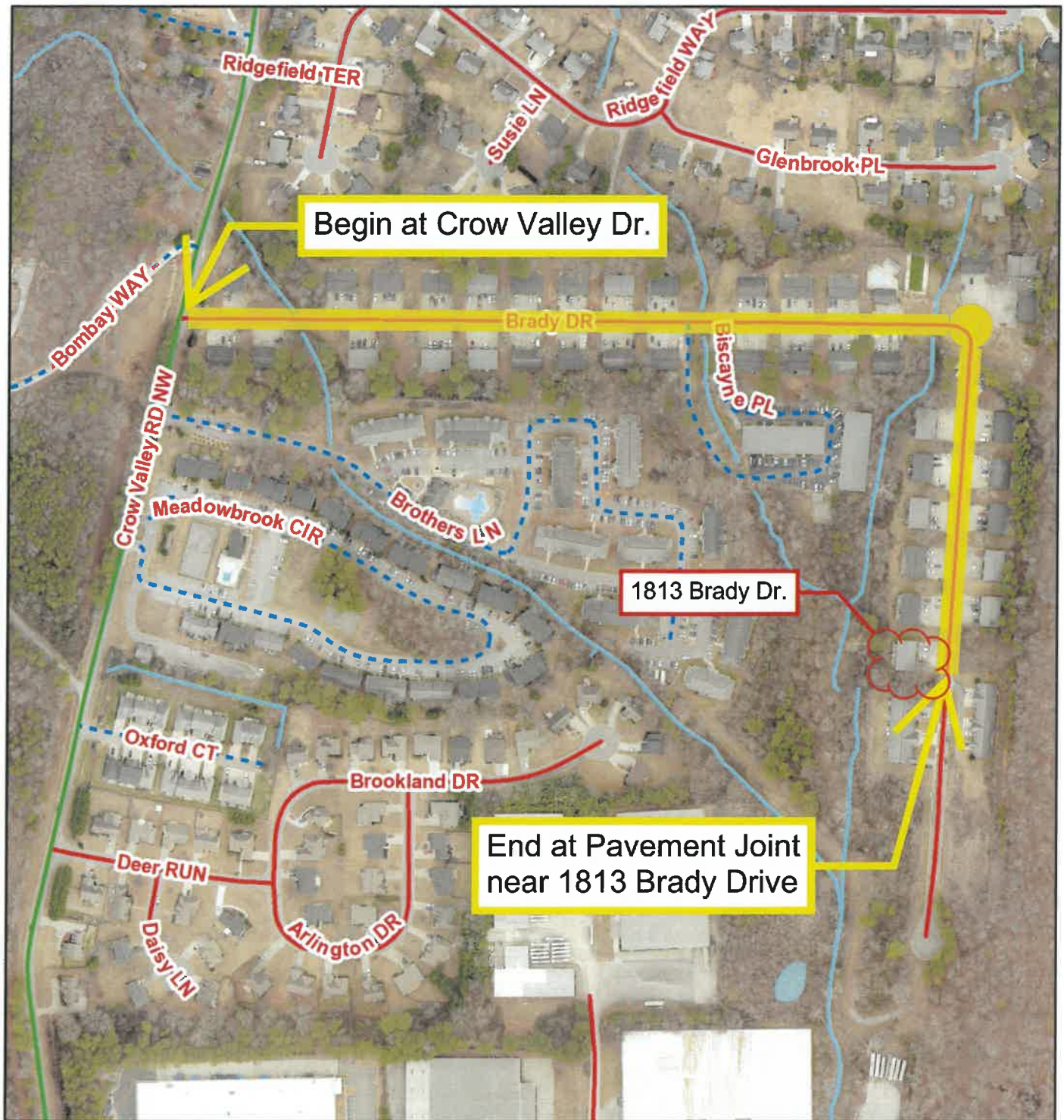
Valley Drive - Location Map



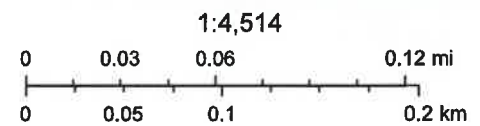
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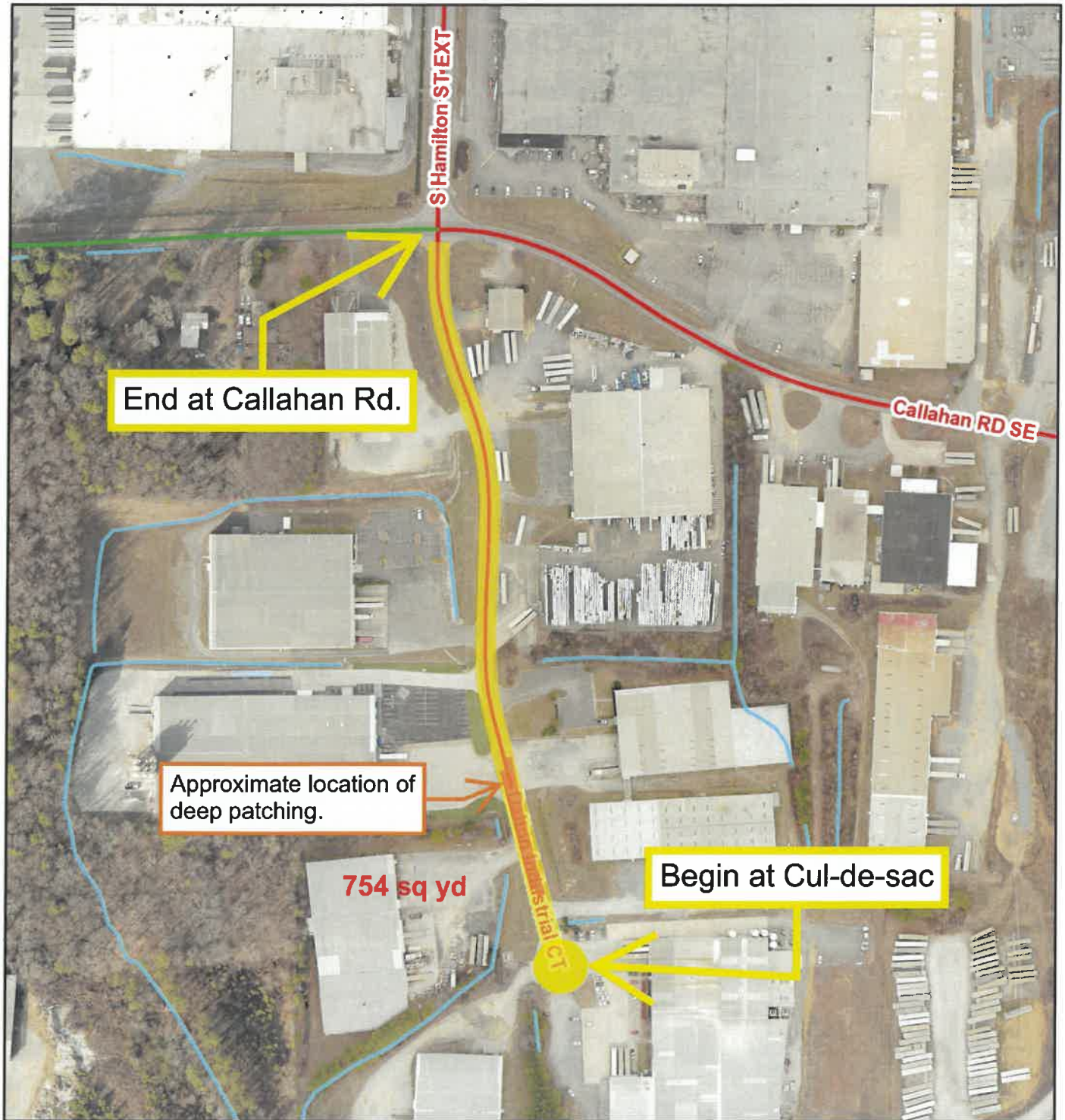
Brady Drive - Location Map



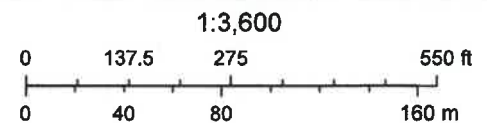
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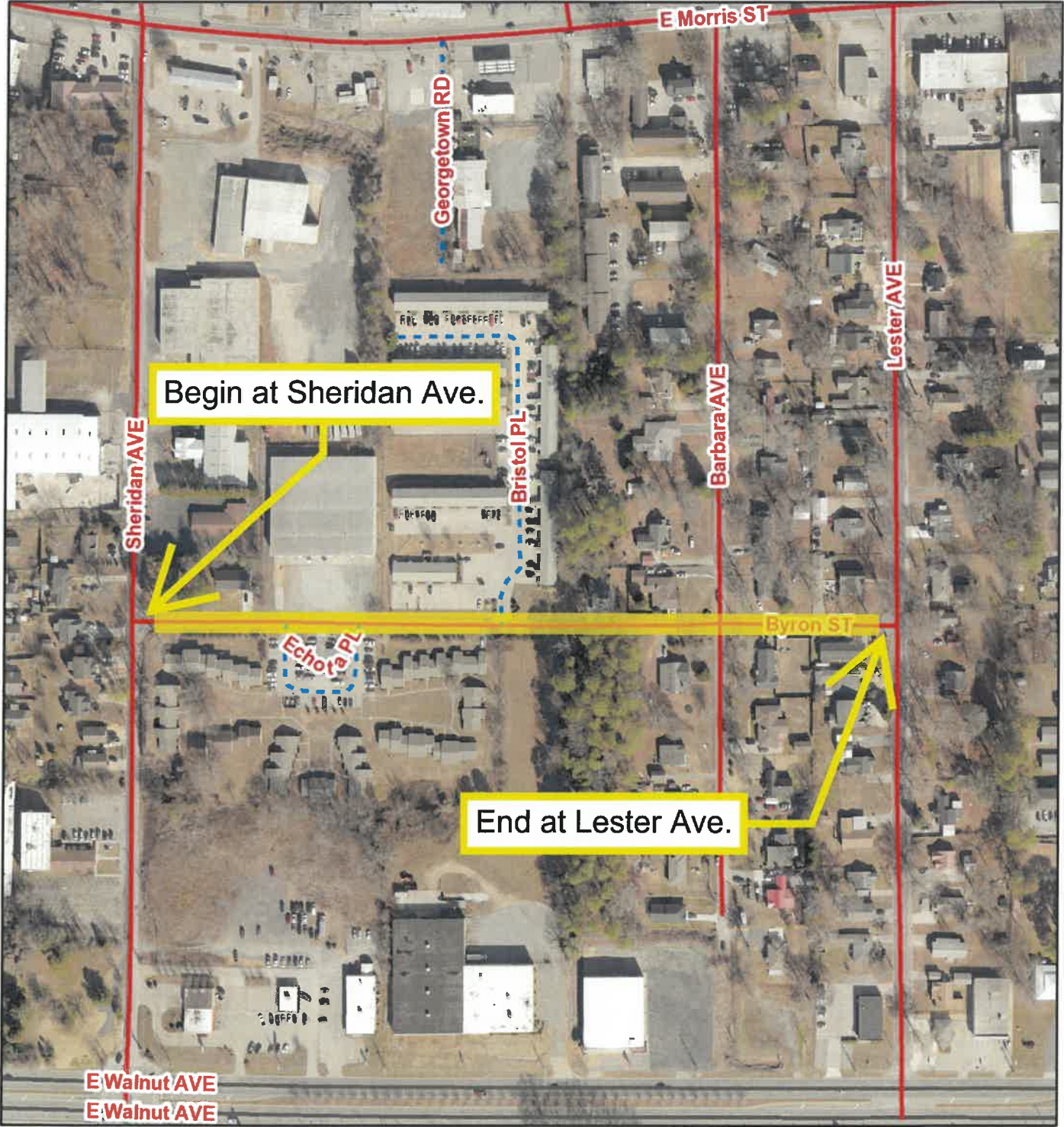
Dalton Industrial Court - Location Map



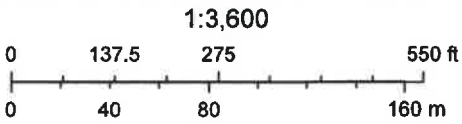
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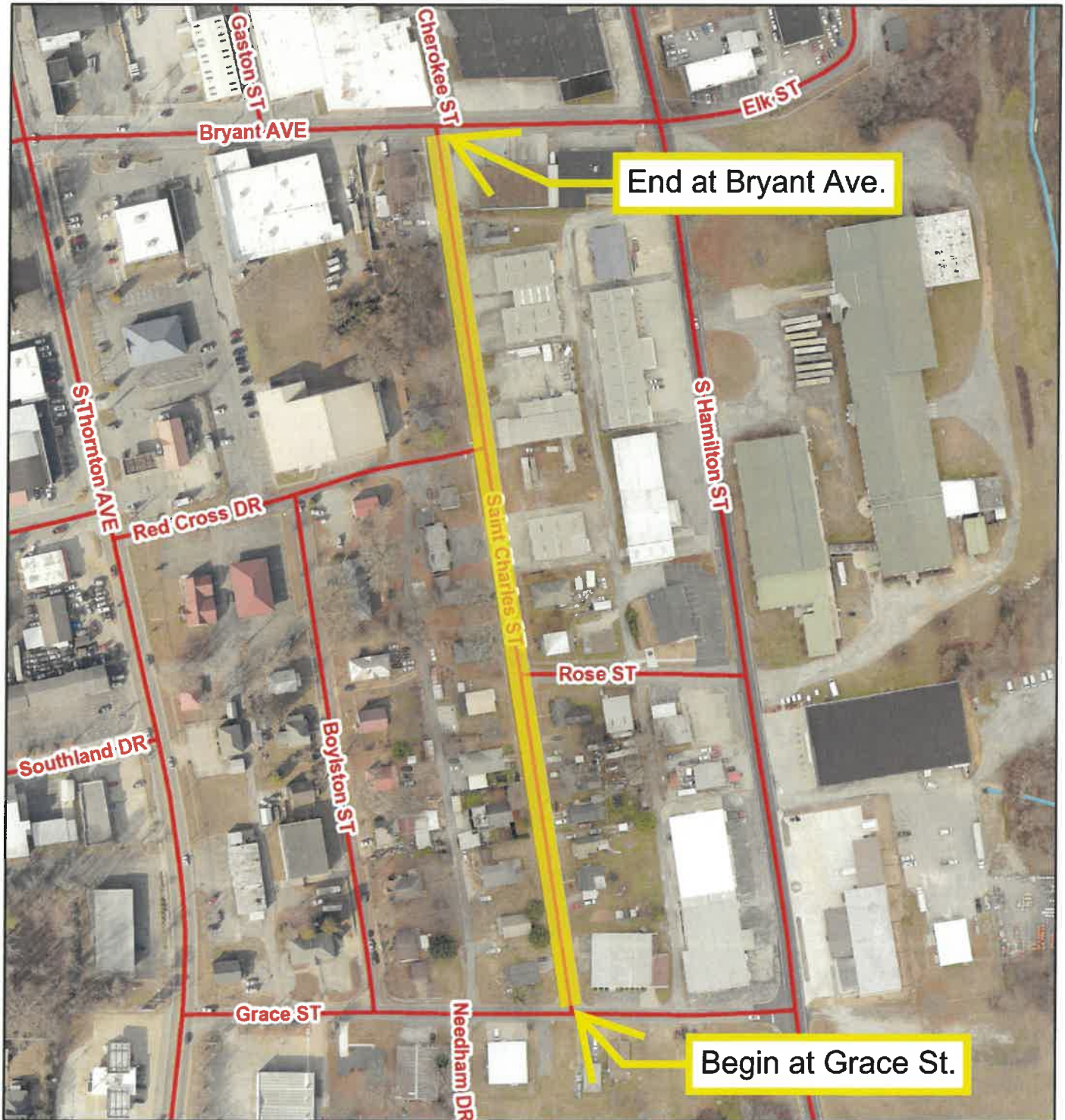
Byron Street - Location Map



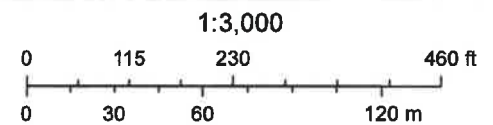
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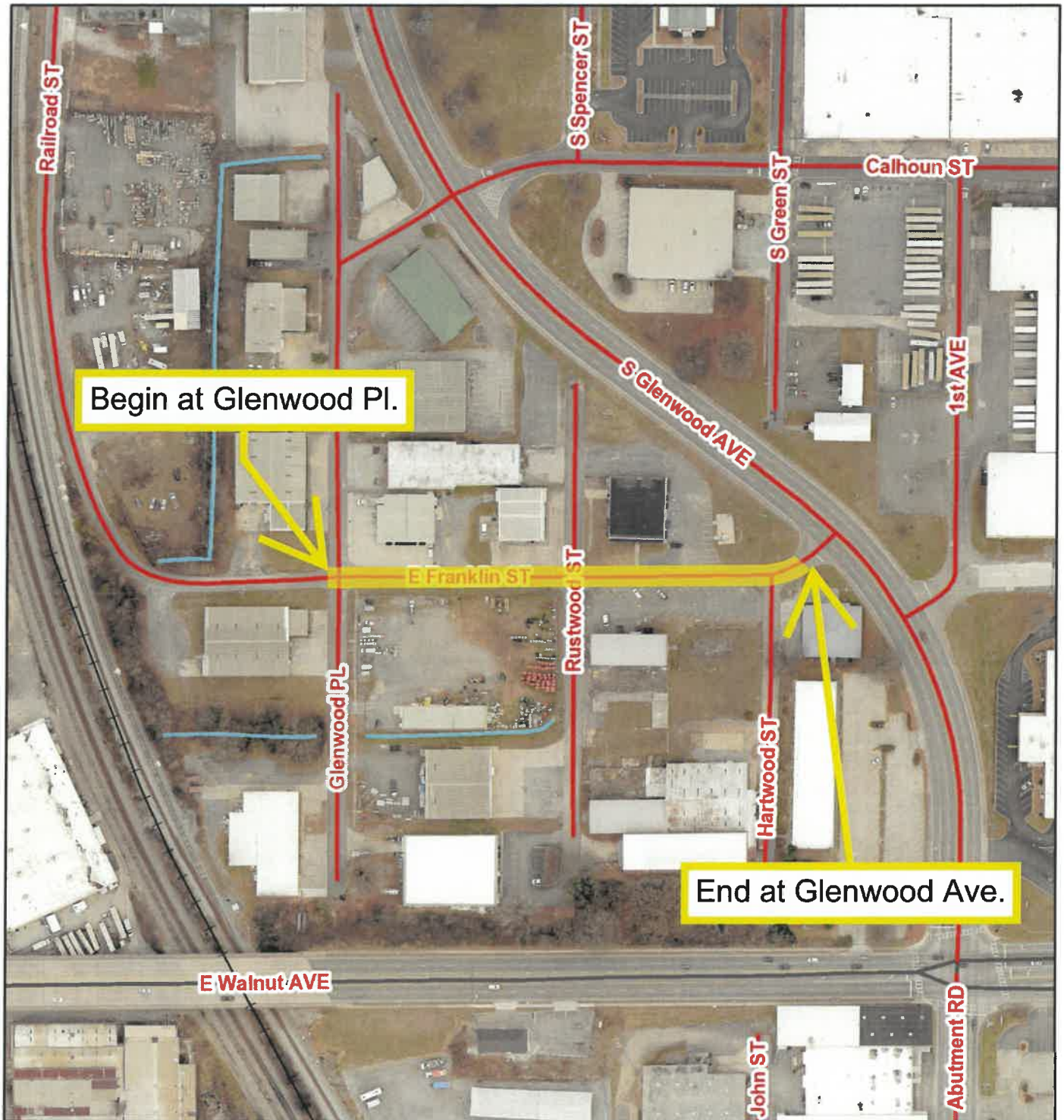
Saint Charles Street - Location Map



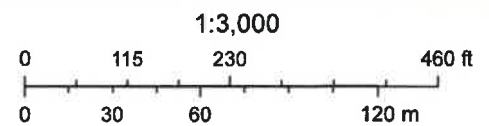
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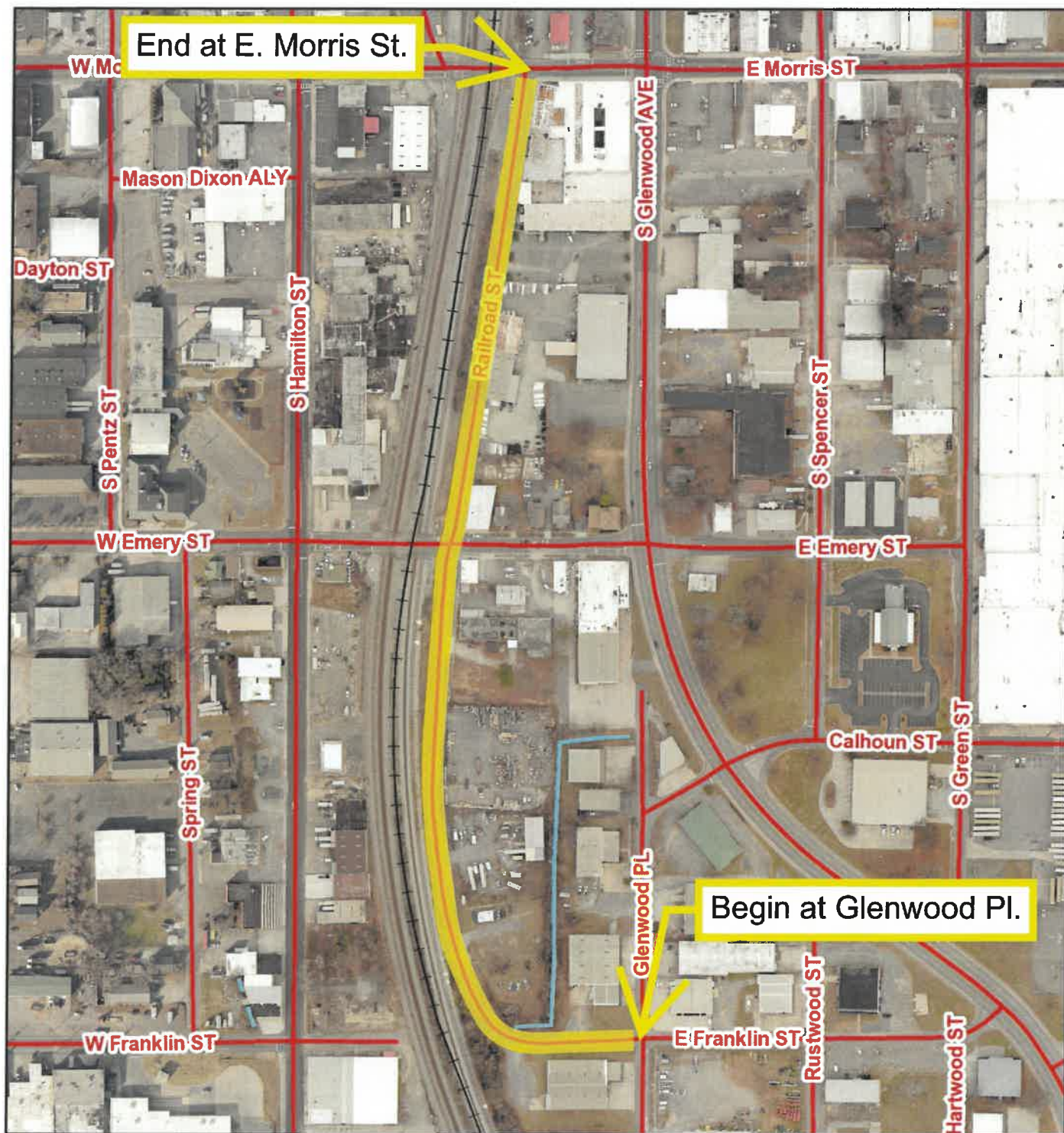
East Franklin Street - Location Map



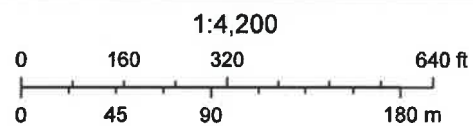
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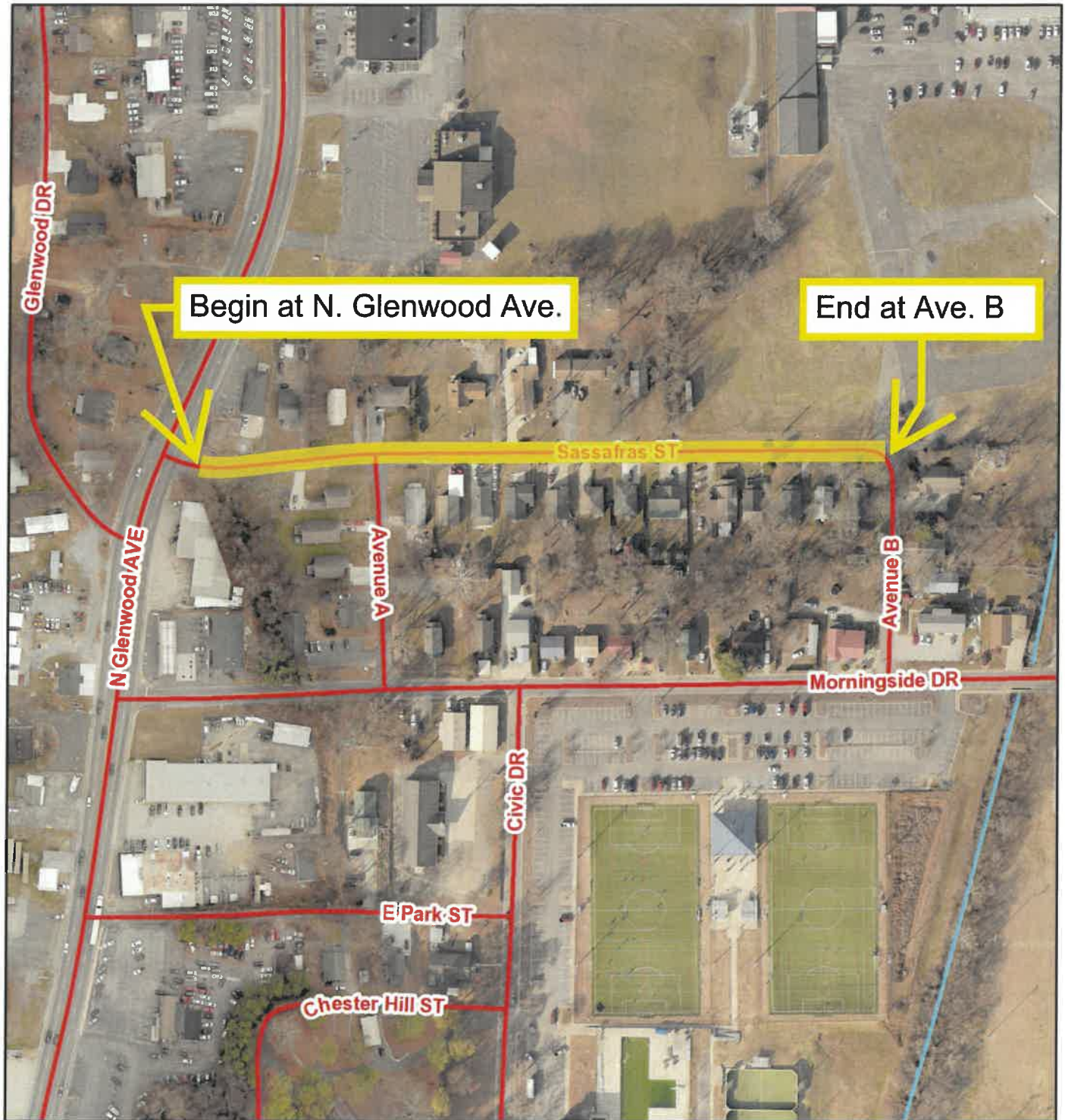
Railroad Street - Location Map



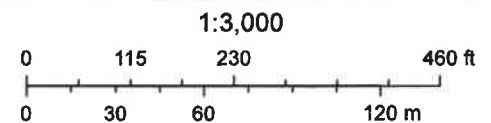
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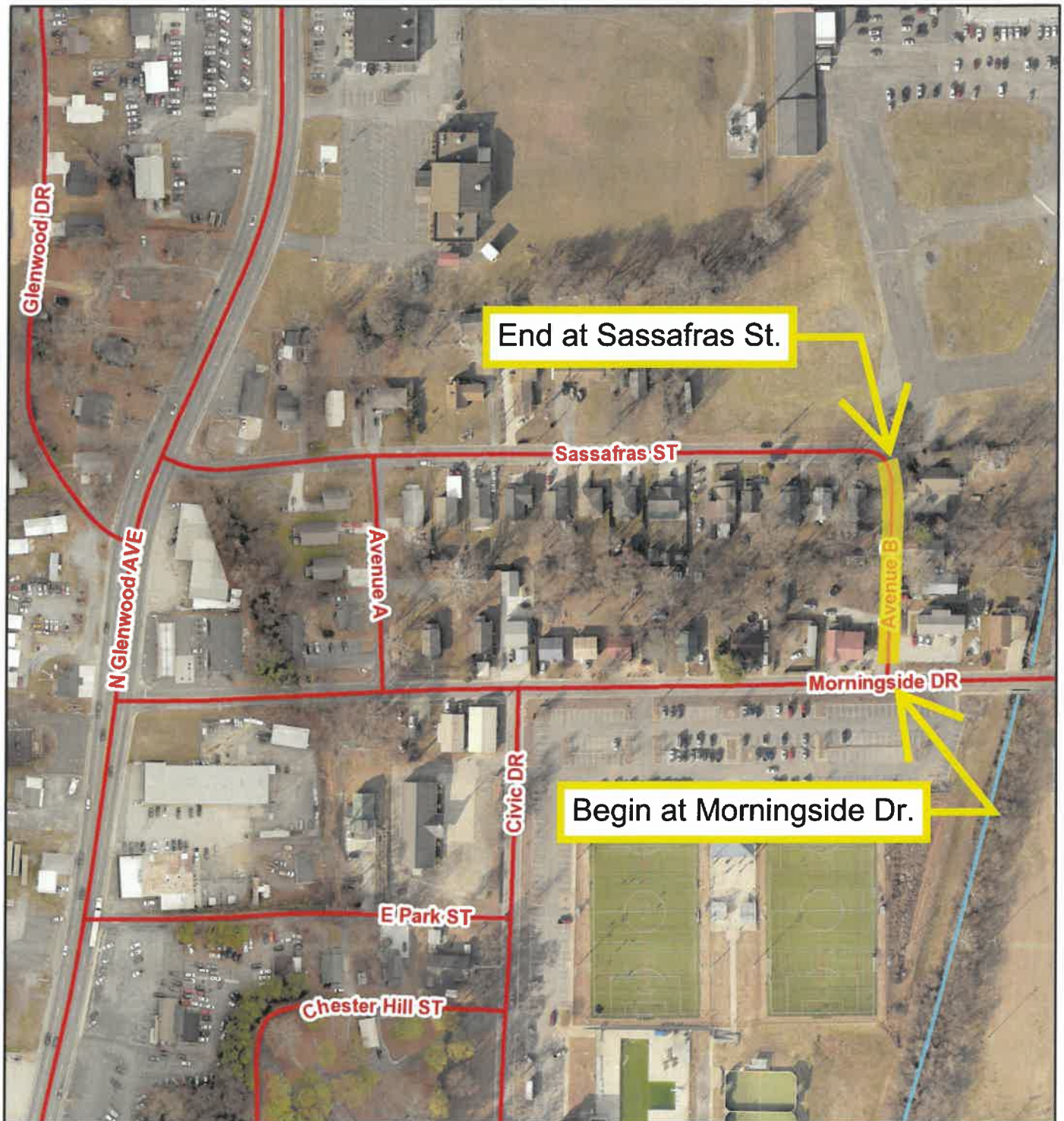
Sassafras Street - Location Map



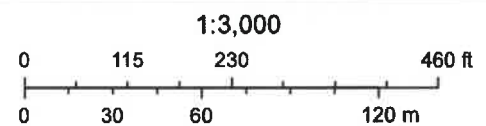
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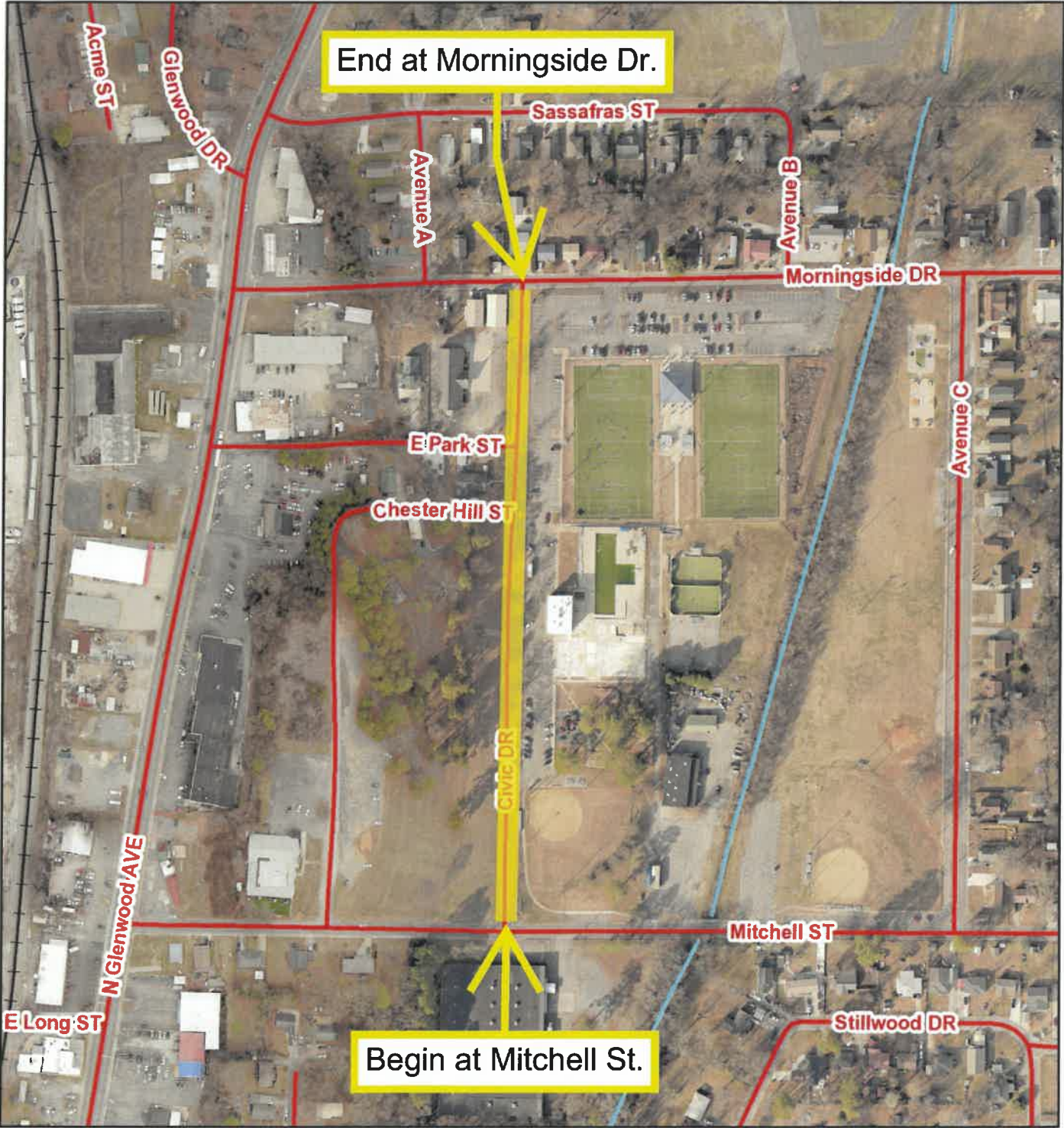
Avenue B - Location Map



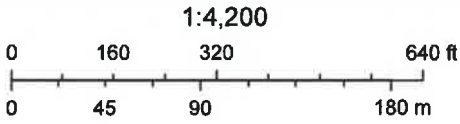
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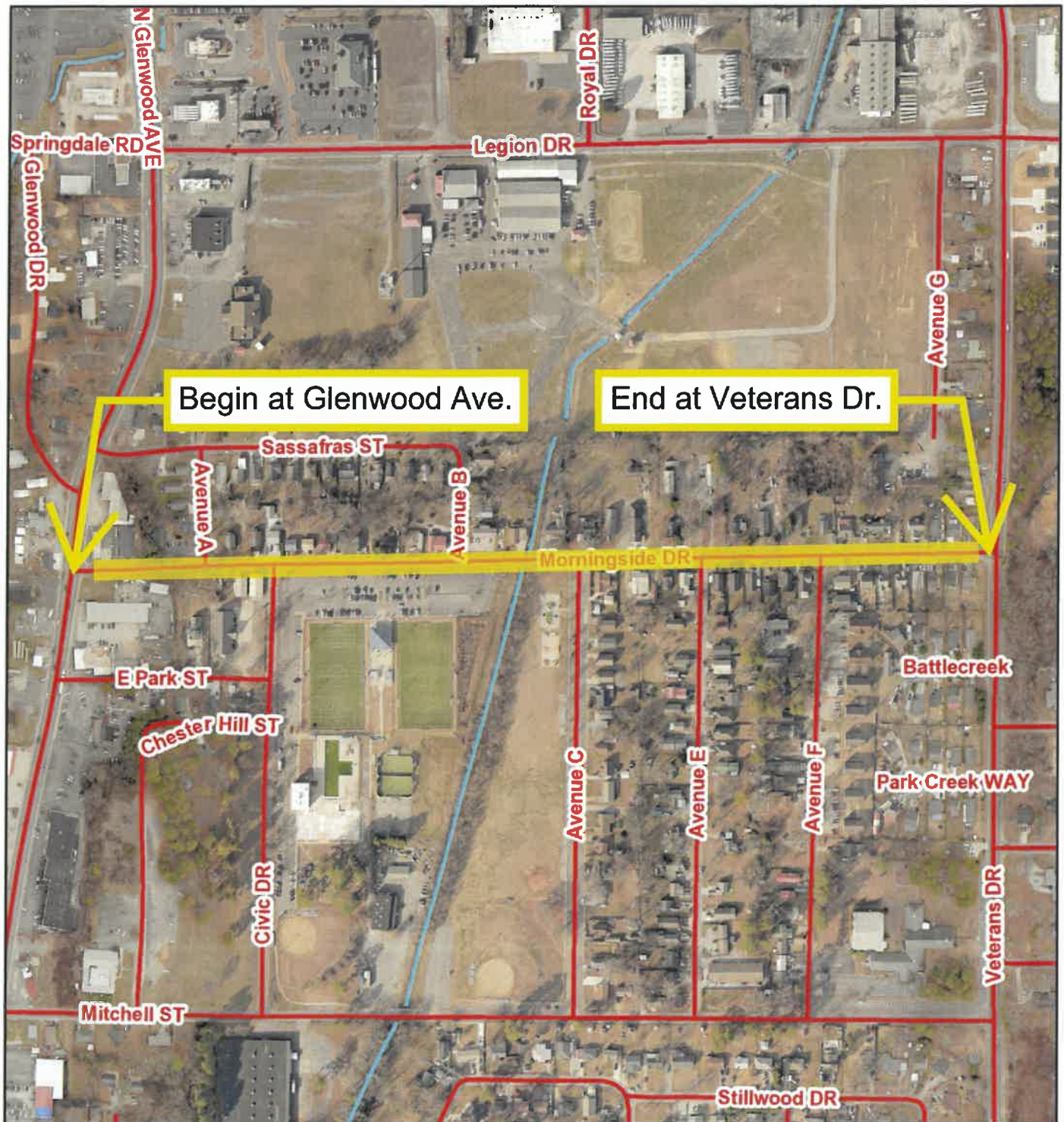
Civic Drive - Location Map



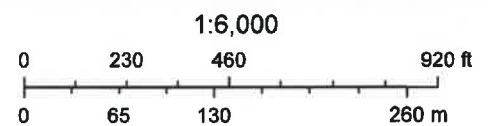
4/8/2025, 9:57:16 AM



Morningside Drive - Location Map



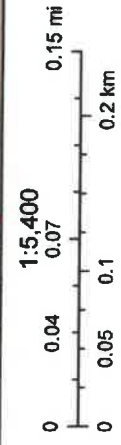
4/8/2025, 10:09:52 AM



Mitchell Street - Location Map



6/12/2025, 3:31:37 PM



**C. W. MATTHEWS CONTRACTING CO., INC.
INDIVIDUALS AUTHORIZED TO SUBMIT BIDS**

<u>NAME</u>	<u>TITLE</u>
Daniel P. Garcia	President
Michael D. Bell	Executive Vice President, Secretary/Treasurer
Jeff C. Shropshire	Senior Vice President - Major Projects
Stoy F. Marlow	Senior Vice President - Baker Division
Mike L. Kleuckling	Vice President - Estimating
Benny M. Brown	Vice President - General & Administration, Assistant Secretary
Robert W. Thompson, Jr.	Division Vice President - Estimating & Design/Build
Thomas J. Roginsky	Division Vice President - Information Technology
Robert B. Forrest	Division Vice President - Baker Division

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Director
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(770) 422-7520

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Chairman of the Board
Director
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(770) 422-7520

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Kevine@cwmatthews.com
(770) 422-7520

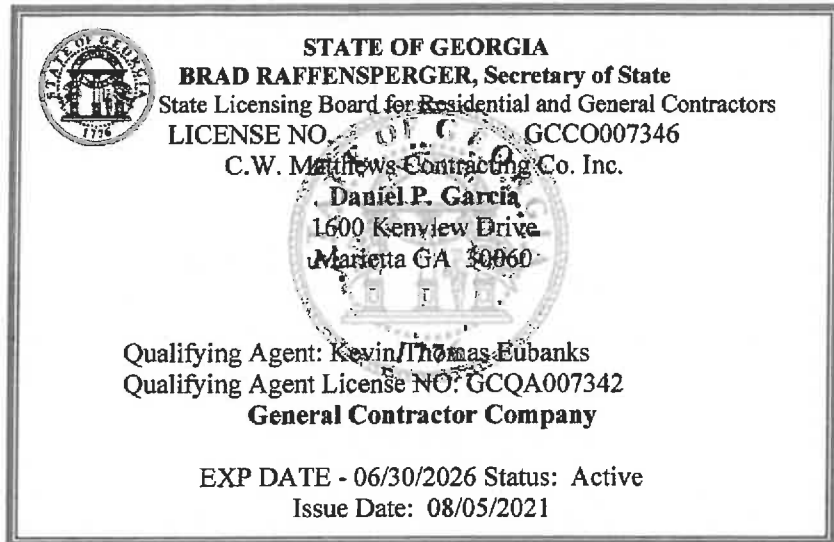
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(770) 422-7520

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Robert B. Forrest
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Baker
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(770) 422-7520



A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.ga.gov/plb.

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing
 237 Coliseum Drive
 Macon GA 31217
 Phone: (404) 424-9966
www.sos.ga.gov/plb

C.W. Matthews Contracting Co. Inc.
 1600 Kenview Drive
 Marietta GA 30060





STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
State Licensing Board for Residential and General Contractors
LICENSE NO. **GCQA007342**

Kevin Thomas Eubanks
161 Celestial Ridge Drive
Dallas GA 30132

Company Name: **C. W. Matthews Contracting Co. Inc.**
Company License NO: **GCCC007346**
General Contractor Qualifying Agent

EXP DATE - 06/30/2026 Status: Active
Issue Date: 08/05/2021

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STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
LICENSE NO. UC300337
C. W. Matthews Contracting Co., Inc.

P.O. Drawer 970
Marietta GA 30061

Utility Contractor

EXP DATE - 04/30/2027 Status: Active
Issue Date: 06/21/1994

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

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STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
License No. UC300337
C. W. Matthews Contracting Co., Inc.

P.O. Drawer 970
Marietta GA 30061

Utility Contractor

EXP DATE - 04/30/2027 Status: Active
Issue Date: 06/21/1994



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

July 24, 2024

CERTIFICATE OF QUALIFICATION
Vendor ID: 2MA850

C. W. Matthews Contracting Company, Inc.
1600 Kenview Drive
Marietta, GA 30060

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

MAXIMUM CAPACITY RATING: \$3,683,400,000.00

CERTIFICATE EXPIRES: June 30, 2026

PRIMARY WORK CLASS/CODE: 400

SECONDARY WORK CLASS(ES)/CODE(S): 149, 150, 163, 167, 201, 205, 208, 209, 310, 432, 439, 441,
452, 461, 500, 500A, 501, 502, 507, 511, 513, 520, 524, 525,
550, 603A, 615, 622, 624, 626, 636, 660, 668 and 670.

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

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

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

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

Sincerely,

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

PA:TKA



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

8/4/2025

AGENDA ITEM

Resolution 25-15

DEPARTMENT

Clerk's Office

REQUESTED BY

Bernadette Chattam

REVIEWED/APPROVED BY CITY ATTORNEY?

N/A

COST

N/A

FUNDING SOURCE IF NOT IN BUDGET

N/A

PLEASE PROVIDE A SUMMARY OF YOUR REQUEST, INCLUDING BACKGROUND INFORMATION TO EXPLAIN THE REQUEST:

A Resolution to appoint election officials for the City of Dalton General Election to be held on Tuesday, November 4, 2025 and to authorize the Whitfield County Elections Superintendent to appoint such other poll officials as may be necessary for the General Election.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

RESOLUTION NO. 25-15

A Resolution to Call for the City of Dalton's General and Special Election to be held on Tuesday, November 4, 2025, to appoint election officials, and to authorize the Elections Superintendent to appoint such other poll officials as may be necessary for said General Election and Special Election.

WHEREAS, the Mayor and Council announce that a General Election shall be conducted on Tuesday, November 4, 2025 for the following elected positions: Councilmember Ward 2, Councilmember Ward 4, and two (2) City of Dalton Board of Education positions presently held by Matt Evans and Manny Meza.

WHEREAS, the Mayor and Council announce that a Special Election shall be conducted on Tuesday, November 4, 2025 for the following homestead exemptions:

Act 109, SB 234: Independent school district ad valorem taxes for education purposes; provide a homestead exemption

- () YES Shall the Act be approved which provides a homestead exemption from City of Dalton independent school district ad valorem taxes for educational
- () NO purposes in an amount equal to the amount by which the current year assessed value of a homestead exceeds the adjusted base year assessed value, including any final determination of value on appeal pursuant to Code Section 48-5-311 of the O.C.G.A.. as amended. of such homesteads?

Act 340, HB 835: School district ad valorem tax; increase homestead exemption

- () YES Shall the Act be approved which increases the homestead exemption from City of Dalton independent school district ad valorem taxes for educational
- () NO purposes for residents of that school district who are 70 years of age or older to \$325,000.00 of the assessed value of the homestead?

Act 344, HB 843: ad valorem tax for municipal purposes; increase homestead exemption

- () YES Shall the Act be approved which increases the homestead exemption from
- () NO City of Dalton ad valorem taxes for municipal purposes for citizens age 70 years or over to the amount of \$325,000.00 of the assessed value of the homestead?

THEREFORE, BE IT RESOLVED, that both said General Election and Special Election shall be held on November 4, 2025.

BE IT FURTHER RESOLVED, that the City Clerk shall act as Municipal Qualifying Officer and fulfill the requirements of the municipal superintendent set forth in O.C.G.A. §21-2-132(d)(4).

BE IT FURTHER RESOLVED, that the Whitfield County Elections Superintendent and said Superintendent's appointed officers and staff members shall carry out the powers and responsibilities for administration of said elections as provided by the Service Delivery Agreement.

BE IT FURTHER RESOLVED, that the Whitfield County Elections Superintendent shall be authorized to select and appoint qualified poll managers, poll officers, and other staff members as required to accommodate the polling places of voting precincts during the General Election and the Special Election and to otherwise administer said elections.

Adopted this _____ day of August, 2025.

The City of Dalton, Georgia

Attest:

By: _____
Annalee Sams, Mayor

Bernadette Chattam, City Clerk