



**MAYOR AND COUNCIL MEETING
TUESDAY, JANUARY 20, 2026
6:00 PM
DALTON CITY HALL - COUNCIL CHAMBERS
A G E N D A**

Call to Order

Pledge of Allegiance

Approval of Agenda

Special Recognitions:

- [1.](#) Recognition of 2025 GRPA Soccer State Champions

Public Commentary: *(Please Complete Public Commentary Contact Card for the Record Prior to Speaking - Limit of 3 Minutes/Person)*

Presentations:

2. Staff Reports

Minutes:

- [3.](#) Mayor & Council Work Session Minutes of January 5, 2026
- [4.](#) Mayor & Council Minutes of January 5, 2026
- [5.](#) Mayor & Council Special Called Minutes of January 8, 2026

New Business:

- [6.](#) Resolution 26-02 A Resolution to Join the Limestone Valley Resource Conservation and Development Council
- [7.](#) Resolution 26-03 A Resolution to Accept a Grant from Georgia Rivers Litter Collection Device
- [8.](#) Intergovernmental Agreement with the Downtown Dalton Development Authority to Employ a Special Events and Community Engagement Coordinator
- [9.](#) Memorandum of Understanding with Dalton Utilities for High Mast Lighting at the Rocky Face Interchange
- [10.](#) Temple Beth El Memorial Park Consideration of Contract Award to Complete Site, LLC

MAYOR AND COUNCIL MEETING AGENDA
JANUARY 20, 2026

- [11.](#) Arcadis Task Order No. 005B Amendment for North Glenwood Avenue Drainage Improvements
- [12.](#) Professional Services Agreement with Atlas Technical Consultants LLC for Bridge Assessments
- [13.](#) Approval of the 2026 Equitable Sharing Agreement with the Department of Justice
- [14.](#) Approval of Pyrotecnico Agreement for July 4, 2026 Fireworks Display
- [15.](#) Change Order #8 with Integrated Builds, LLC for Airport Hangar Project
- [16.](#) FY 2025 Budget Amendment #5.
- [17.](#) FY 2026 Budget Amendment #1.
- [18.](#) Approval of (2) New 2026 Alcohol Beverage Applications
- [19.](#) Re-Appointment of Frank Robertson to the JDA for a 1-year term to expire January 31, 2027, and Appointment of Brian Cooksey to the JDA to fill the unexpired 3-year term of Bob Caperton to expire January 31, 2028.

Supplemental Business

Announcements

Adjournment



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

1/20/2026

AGENDA ITEM

Recognition of 2025 GRPA Soccer State Champions

DEPARTMENT

Parks and Recreation

REQUESTED BY

Steve Roberts

REVIEWED/APPROVED BY CITY ATTORNEY?

N/A

COST

None

FUNDING SOURCE IF NOT IN BUDGET

N/A

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

Recognition of our three boys 2025 GRPA State Champion teams. Our 8u, 10u and 12u boys All-Star teams won State Titles in December of 2025.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

THE CITY OF DALTON
MAYOR AND COUNCIL
WORK SESSION MINUTES
JANUARY 5, 2026

The Mayor and Council held a Work Session this evening at 5:00 p.m. in the Council Chambers of City Hall. Present were Mayor Annalee Sams, Council members Nicky Lama, Dennis Mock, Tyree Goodlett and Steve Farrow, City Administrator Andrew Parker and City Attorney Jonathan Bledsoe.

APPROVAL OF AGENDA

On the motion of Councilmember Mock, second Councilmember Lama, the Mayor and Council amended the agenda to swap Item #4 titled “DPD Presentation for Firing Range Proposal” with Item #3 titled “Review of Draft Vape Shop Regulatory Ordinance 26-02” and approved the agenda. The vote was unanimous in favor.

REVIEW OF DRAFT VAPE SHOPE REGULATRY ORDINANCE 26-02

City Attorney, Jonathan Bledsoe, provided an overview of a new regulatory ordinance for vape shops. A copy of the draft ordinance is enclosed. Councilmembers were advised to send their comments to the City Attorney or City Administrator to prepare for a first reading of the proposed ordinance at the Tuesday, January 20, 2026 regular meeting.

DPD PRESENTATION FOR FIRING RANGE PROPOSAL

Police Chief, Cliff Cason, presented a proposal for a new firing range on City owned property for police department training/certification. A copy of the presentation is enclosed. No action was taken by the City Council, but they agreed to allow the Department to continue due diligence on the project and requested additional budgetary information for the proposal.

ADJOURNMENT

There being no further business to come before the Mayor and Council during the Work Session, on the motion of Council member Mock, second Council member Goodlett, the meeting was Adjourned at 6:00 p.m.

Bernadette Chattam
City Clerk

Annalee Sams, Mayor

Approved: _____
Post: _____

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
JANUARY 5, 2026

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.

OATH OF OFFICE

City Attorney Jonathan Bledsoe administered the Oath of Office to Nicky Lama and Steve Farrow.

APPROVAL OF AGENDA

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

PUBLIC COMMENTARY

Melissa Williams, owner of a building next to the Deja Vu social club, told the city council that loud noise, vibrations, property damage, and disruptive behavior from the club's patrons are harming her tenants, her restaurant, and her historic building. She says the situation is now unmanageable and is asking the council for help. Mayor Sams asked Assistant City Administrator Todd Pangle to assist Ms. Williams.

Claude Thomas told the council that parts of Dalton are becoming rundown, with trash, old furniture, and abandoned cars visible in neighborhoods. He believes the city's two code enforcement officers are not enough to keep up with the growing community and says more staff are needed to maintain cleanliness and prevent decline. He urged the council to prioritize adding code enforcement positions to keep the city beautiful, noting that conditions were much better in the past.

Cindy Walters, property manager of S&W Investment Properties at 226 Hamilton Street, told the council that her building is experiencing the same severe noise and vibration issues caused by the Deja Vu social club as described by previous speakers. She said tenants' pictures are shaking off walls, noise levels are documented, and the disturbances threaten her ability to keep apartments rented, creating financial risk for her company. Walters asked the council for help resolving the issue quickly and noted that a nearby church may also be too close to the nightclub under local rules.

Mayor Sams acknowledged the issue affecting both businesses and stated City staff would be in touch.

STAFF REPORTS

City Administrator Andrew Parker presented the Mayor and Council 2026 scheduled meetings. Parker gave the following overview:

Summary of Proposed 2026 Mayor & Council Meeting Date Adjustments

- Regular meetings are normally on 1st and 3rd Mondays.
- Spring Break: Move meeting to March 30 (possible 3 meetings in March).
- July 4th week: Move meeting to June 29 (possible 3 meetings in June).
- Christmas week: Move meeting from Dec 21 to Dec 14.
- Labor Day: Move meeting to Tuesday, Sept 8.
- MLK Jr. Day: Next meeting will be on Tuesday, Jan 20.

Parker further asked if there are no objections, the schedule will be published online and sent to media outlets.

MINUTES

The Mayor and Council reviewed the Regular Meeting Minutes of December 15, 2025. On the motion of Councilmember Farrow, second Councilmember Goodlett, the minutes were approved. The vote was unanimous in favor.

CERTIFICATION OF CONSISTENCY WITH THE CITY'S CONSOLIDATED PLAN FOR FEDERAL GRANT FUNDING

CFO Cindy Jackson presented the Certification of Consistency with the City's Consolidated Plan for Federal Grant Funding Applications. Jackson stated three agencies applied for Georgia's Continuum of Care funding:

Dalton-Whitfield Community Development Corporation (previously approved)
Salvation Army (new applicant)
City of Refuge (new applicant)

Jackson continued stating that HUD requires the City to certify that applications align with the City's 5-year consolidated plan and all three applications meet the objectives of the City's consolidated plan. Jackson further stated that each applicant allocates funds for transitional housing or rental assistance for individuals who are homeless or at risk. On the motion of Councilmember Mock, second Councilmember Lama, the Certifications were approved. The vote was unanimous in favor.

TEXTCARE SERVICE AGREEMENT WITH MED INVESTORS DEVELOPMENT, LLC - 2026 HEALTH PLAN

HR Director Haliyma Jones presented an agreement with Med Investors Development, LLC for TextCare Services. Jones stated the proposed service, Text Care, will provide virtual healthcare access 24/7 to eligible employees through text messaging, phone calls, and video chats. Jones noted the cost of the service is fully covered by the employer and incurs no cost to employees. On the motion of Councilmember Mock, second Councilmember Goodlett, the Agreement was approved and the Council authorized the HR Director Jones to execute the agreement. The vote was unanimous in favor.

FIRST READING ORDINANCE 26-01 ANNEXATION REQUEST OF METRO INVESTMENTS, LLC

The Mayor and Council held a First Reading of Ordinance 26-01 to hear the request of Metro Investments, LLC to annex 1.0 acres located at 1822 Chattanooga Road, Dalton, Georgia into the City of Dalton as General Commercial (C-2) Parcel (12-159-01-129). City Administrator Andrew Parker stated the request came with a positive recommendation from both the Staff and the Planning Commission.

APPOINTMEMENTS

Boards & Authorities Appointments

Mayor Sams presented a list of appointments to various Boards and Authorities. Council members voted to approve all submitted appointees including the Tree Board Appointment of Nancy Farrow, whereas Council member Mock, Lama and Goodlette voted aye, Council member Farrow recused himself - Motion passed. A copy of these appointments is a part of these minutes.

Miscellaneous Appointments

Mayor Sams presented a list of Miscellaneous Appointments. Council members voted to approve all submitted appointees. A copy of these appointments is a part of these minutes.

Mayoral Appointments

Mayor Sams presented the list of Mayoral appointments for 2026. A copy of these appointments is a part of these minutes.

ANNOUNCEMENTS

City offices will be closed on Monday, January 19, 2026 in observance of the Dr. Martin Luther King, Jr. holiday. The next Mayor and Council Meeting will be held on Tuesday, January 20, 2026.

ADJOURNMENT

There being no further business to come before the Mayor and Council, on the motion of Councilmember Mock, second Councilmember Goodlett the meeting was adjourned at approximately 6:47 p.m.

Bernadette Chattam
City Clerk

Annalee Sams, Mayor

Recorded
Approved: _____
Post: _____

MAYORAL					
Type	Appointment	New Member	Current Member	New Expiration	Expiration
Airport	Mayoral	Pangle, Todd	Lama, Nicky	12/31/2026	12/31/2025
Building	Mayoral	Sams, Annalee	Sams, Annalee	12/31/2026	12/31/2025
Building	Mayoral	Mock, Dennis	Mock, Dennis	12/31/2026	12/31/2025
Convention Visitors	Mayoral	Mock, Dennis	Sams, Annalee	12/31/2026	12/31/2025
Creative Arts Guild	Mayoral	Farrow, Steve	Farrow, Steve	12/31/2026	12/31/2025
Defined Contribution Committee	Mayoral	Sams, Annalee	Sams, Annalee	12/31/2026	12/31/2025
Downtown Development	Mayoral	Mock, Dennis	Mock, Dennis	12/31/2026	12/31/2025
DWCDC	Mayoral		Sams, Annalee	12/31/2026	12/31/2025
Finance & Administration	Mayoral	Sams, Annalee	Sams, Annalee	12/31/2026	12/31/2025
Finance & Administration	Mayoral	All Council Members	All Council Members	12/31/2026	12/31/2025
Housing	Mayoral		Mock, Dennis	12/31/2026	12/31/2025
Joint Development	Mayoral	Mock, Dennis	Mock, Dennis	12/31/2026	12/31/2025
Library	Mayoral	Farrow, Steve	Farrow, Steve	12/31/2026	12/31/2025
MPO Policy	Mayoral	Farrow, Steve	Mock, Dennis	12/31/2026	12/31/2025
Municipal Court	Mayoral	Farrow, Steve	Farrow, Steve	12/31/2026	12/31/2025
Pension	Mayoral	Sams, Annalee	Sams, Annalee	12/31/2026	12/31/2025
Pension	Mayoral	Mock, Dennis	Mock, Dennis	12/31/2026	12/31/2025
Public Safety	Commission / Mayoral	Sams, Annalee	Sams, Annalee	12/31/2026	12/31/2025
Public Works & Facilities	Mayoral	Goodlett, Tyree	Goodlett, Tyree	12/31/2026	12/31/2025
Public Works & Facilities	Mayoral	Mock, Dennis	Lama, Nicky	12/31/2026	12/31/2025
Recreation	Mayoral	Parker, Andrew	Mock, Dennis	12/31/2026	12/31/2025
Regional Development	Mayoral	Gowin, Kenny	Gowin, Kenny	12/31/2026	12/31/2025
Service Delivery	Mayoral	Sams, Annalee	Sams, Annalee	12/31/2026	12/31/2025
Service Delivery	Mayoral	Parker, Andrew	Parker, Andrew	12/31/2026	12/31/2025
Solid Waste Mgmt	Mayoral	Goodlett, Tyree	Goodlett, Tyree	12/31/2026	12/31/2025
Solid Waste Mgmt	Mayoral	Sams, Annalee	Sams, Annalee	12/31/2026	12/31/2025
TAD Policies	Mayoral	Mock, Dennis	Mock, Dennis	12/31/2026	12/31/2025
Trade Center	Mayoral	Farrow, Steve	Lama, Nicky	12/31/2026	12/31/2025
Tree	Mayoral	Sams, Annalee	Sams, Annalee	12/31/2026	12/31/2025
WL&SF	Mayoral	Parker, Andrew	Farrow, Steve	12/31/2026	12/31/2025

Miscellaneous Appointments

Type	Appointment	Term	New Member	Expiration	Current Member	Expiration
Miscellaneous	Municipal Court Judge	1 Year	Cowan, Robert	12/31/2026	Cowan, Robert	31-Dec-25
Miscellaneous	Mayor Pro-Tem	Mayor Term	Goodlett, Tyree	Mayor Term	Goodlett, Tyree	N/A
Miscellaneous	Police Chief	2 Year	Cason, Cliff	12/31/2027	Cason, Cliff	31-Dec-25
Miscellaneous	Fire Chief	2 Year	Daniel, Matthew	12/31/2027	Daniel, Matthew	31-Dec-25
Miscellaneous	Fire Marshall	1 Year	Daniel, Matthew	12/31/2026	Daniel, Matthew	31-Dec-25
Miscellaneous	City Attorney	1 Year	Bledsoe, Jonathan	12/31/2026	Bledsoe, Jonathan	31-Dec-25

Boards & Authorities

Type	Appointment	Term	New Member	New Expiration	Current Member	Expiration
Housing	Authority	5 Year	Gruner, America	10/14/2030	Gruner, America	14-Oct-25
Airport	Authority	5 Year	Clark, Chester	12/31/2030	Clark, Chester	31-Dec-25
Housing	Authority-Resident Member	1 Year	Barrett, Brenda	12/31/2026	Barrett, Brenda	31-Dec-25
Tree	Board	3 Year	Farrow, Nancy	12/31/2028	Hallsworth, Nancy (Unexpired)	31-Dec-25
Tree	Board	3 Year	Verhoeff, Anna	12/31/2028	Verhoeff, Anna	31-Dec-25
Tree	Board	3 Year	Purvis, Melva	12/31/2028	Purvis, Melva	31-Dec-25
Tree	Board	3 Year (Balance)	Poehlman, Sally	12/31/2026	Virgo, Troy	31-Dec-26
Convention Visitors	Bureau	2 Year	Rodriguez, Josafat	12/31/2027	Rodriguez, Josafat	31-Dec-25
Public Safety	Commission	5 Year	Brown, Alex	12/31/2030	Brown, Alex	31-Dec-25
Recreation	Commission	5 Year	Mitchell, Jacob	12/31/2030	Mitchell, Jacob (Unexpired)	31-Dec-25
WL&SF	Commission	5 Year	Douglas, Mike	12/31/2030	Boggs, Tommy	31-Dec-25
Joint Development	Authority - City	3 Year	Davies, Bill	1/31/2029	Davies, Bill	31-Jan-26
Trade Center	Authority	1 Year	Kinsey, Mike	2/1/2027	Kinsey, Mike	01-Feb-26
Historic Preservation	Commission	3 Year	Fincher, Reed	2/1/2029	Fincher, Reed	01-Feb-26
Historic Preservation	Commission	3 Year	Meza, Manuel	2/1/2029	Meza, Manuel	01-Feb-26
Historic Preservation	Commission - Chairman	3 Year	Granillo, Jeff	2/1/2029	Granillo, Jeff	01-Feb-26
WC EMS Quality Review	Committee	2 Year	Daniel, Matt	3/1/2028	Daniel, Matt	01-Mar-26
Library	Board	3 Year	Meza, Mayelli	3/2/2029	Meza, Mayelli (Unexpired)	02-Mar-26
Library	Board	3 Year	Zeisig, Margaret	3/2/2029	Zeisig, Margaret (Unexpired)	02-Mar-26
Recreation	Commission	5 Year (Balance)	Corona, Edith	12/31/2029	Whittle, Allison	31-Dec-29

THE CITY OF DALTON
SPECIAL CALLED
MAYOR AND COUNCIL MINUTES
JANUARY 8, 2026

The Mayor and Council held a Special Called meeting this morning at 8:00 a.m. in the Council Chambers of City Hall. Present were Mayor Annalee Sams, Council members Dennis Mock and Steve Farrow, City Administrator Andrew Parker and City Attorney Jonathan Bledsoe. Council member Tyree Goodlett was absent.

CALL TO ORDER

Mayor Sams called the meeting to order.

PLEDGE OF ALLEGIANCE

Councilmember Lama led the audience in the Pledge of Allegiance.

APPROVAL OF AGENDA

On the motion by Council member Mock, second by Council member Farrow, the agenda was approved. The vote was unanimous in favor.

SECOND READING - ORDINANCE 26-01 ANNEXATION REQUEST OF METRO INVESTMENTS, LLC
City Administrator Andrew Parker presented a Second Reading of Ordinance 26-01 to hear the request of Metro Investments, LLC to annex 1.0 acres located at 1822 Chattanooga Road, Dalton, Georgia into the City of Dalton as General Commercial (C-2) Parcel (12-159-01-129). Parker stated the request received a positive recommendation from both the Staff and the Planning Commission. On the motion of Council member Mock, second Council member Farrow, the annexation request was approved. The vote was unanimous in favor.

RESOLUTION 26-01 TO CALL A SPECIAL ELECTION TO FILL THE VACANT SEAT OF COUNCILMEMBER FOR WARD 2

City Administrator Andrew Parker presented a Resolution to Call A Special Election to fill the vacant seat of Councilmember for Ward 2. Parker stated Council member Nicky Lama resigned to qualify as a candidate for the U.S. House of Representatives for the 14th Congressional District of Georgia. Parker further stated the Mayor and Council will need to call a special election for the purpose of filling the vacant seat in Ward 2 and to coincide with the special election called by the Governor for the U.S. House of Representatives seat for the 14th Congressional District of Georgia. Parker further stated the special election can be held March 10, 2026 with the qualifying period for candidates beginning at 8:30 a.m. to 4:30 p.m. on Monday, January 12, 2026; 8:30 a.m. to 4:30 p.m. on Tuesday, January 13, 2026; and 8:30 a.m. to 1:00 p.m. on Wednesday, January 14. On the motion of Council member Mock, second Council member Farrow, the Mayor and Council adopted the Resolution to call for a Special Election. The vote was unanimous in favor.

MAYOR & COUNCIL
SPECIAL CALLED MEETING
JANUARY 8, 2026
PAGE 2

ADJOURNMENT

There being no further business to come before the Mayor and Council, on the motion by Council member Mock, second by Council member Farrow, the Mayor and Council adjourned the Special Called meeting at 8:05 a.m.

Bernadette Chattam
City Clerk

Annalee Sams, Mayor

Recorded

Approved: _____

Post: _____



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

1/20/2026

AGENDA ITEM

Resolution 26-02 A Resolution to Join the Limestone Valley Resource Conservation and Development Council

DEPARTMENT

Administration

REQUESTED BY

Andrew Parker

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

\$1,500/year

FUNDING SOURCE IF NOT IN BUDGET

N/A

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

Resolution 26-02 A Resolution to Join the Limestone Valley Resource Conservation and Development Council for project-based solutions offering project management, grant assistance, and related services to facilitate projects which improve the communities it serves.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

RESOLUTION 26-02

A RESOLUTION TO JOIN THE LIMESTONE VALLEY RESOURCE CONSERVATION AND DEVELOPMENT COUNCIL

WHEREAS, the Limestone Valley Resource Conservation and Development Council (“LVR CDC”) was formerly federally funded under the Natural Resource Conservation Service (“NRCS”) of the United States Department of Agriculture (“USDA”), and it is now a stand-alone 501(c)3 non-profit organization.

WHEREAS, the mission of LVR CDC is to enhance the communities within an eleven county area, including Whitfield County, by promoting conservation, water quality improvement, natural resource education and sustainable agriculture.

WHEREAS, LVR CDC serves its members and citizens through project based solutions offering project management, grant assistance, and related services to facilitate projects which improve the communities it serves;

WHEREAS, joining LVR CDC is expected to provide at least the following benefits to the City:

- Secures 1 voting board member seat on LVR CDC comprised of either a City Elected Official or staff member;
- Access to LVR CDC’s project management at a below market rate;
- Grant management support;
- Support from LVR CDC for natural resource based grant proposals; and
- Technical Assistance and natural resource network connections includes State and Federal partners.

WHEREAS, the City has previously worked with LVR CDC on successful projects such as the Trammell garden project, watershed projects, and school garden projects;

WHEREAS, the annual cost for membership with LVR CDC is currently \$1,500.00, and membership may be renewed each year at the City’s request;

WHEREAS, the Mayor and Council of the City of Dalton have determined that joining LVR CDC provides a substantial benefit to the City of Dalton;

NOW THEREFORE BE IT RESOLVED, that the Mayor and Council of the City of Dalton approve of the City’s application to join LVR CDC and to incur the cost for membership for 2026;

BE IT FURTHER RESOLVED, that the City Administrator and the Assistant City Administrator of the City of Dalton, or their respective designees, are hereby authorized to execute all documents and to pay the membership cost as may be required to join the LVR CDC;

BE IT FURTHER RESOLVED, that all acts and doings of the City Administrator and Assistant City Administrator, or their respective designees, in connection with the proposed transaction which are in conformity with the purposes and intents of these Resolutions and in furtherance of the transaction contemplated hereby and thereby shall be, and the same hereby are, in all respects approved and confirmed.

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

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

SO RESOLVED, this ____ day of _____, 2026.

CITY OF DALTON, GEORGIA

Mayor/Mayor Pro Tempore

ATTESTED TO:

City Clerk



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

1/20/2026

AGENDA ITEM

Resolution 26-03 A Resolution to Accept Grant from Georgia Rivers for Litter Collection Device

DEPARTMENT

Administration

REQUESTED BY

Andrew Parker

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

N/A

FUNDING SOURCE IF NOT IN BUDGET

N/A

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

Resolution 26-03 A Resolution to Accept a Grant from the Georgia Rivers for Litter Collection Device for trash traps to be placed on Mill Creek adjacent to the former Mill Creek Water Treatment Plant.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

RESOLUTION 26-03

A RESOLUTION TO ACCEPT GRANT FROM GEORGIA RIVERS FOR LITTER COLLECTION DEVICE

WHEREAS, the Limestone Valley Resource Conservation and Development Council (“LVR CDC”) applied for a grant from Georgia Rivers for trash traps to be placed on Mill Creek adjacent to the former Mill Creek Water Treatment Plant;

WHEREAS, Dalton Utilities has been involved in the planning and due diligence for this project;

WHEREAS, Georgia Rivers will provide the funding to LVR CDC, and LVR CDC will coordinate with the City to purchase and install the trash traps;

WHEREAS, City will provide support for the initiative by assisting with the installation, maintaining the devices, and providing recurring reports on the amount of litter removed for 2 years;

WHEREAS, Mill Creek, located in the City of Dalton, is significantly influenced by urban runoff, resulting in substantial litter being transported through the stream channel;

WHEREAS, placement of the trash traps and maintenance of the same as referenced herein is expected to significantly reduce the litter in the stream and improve water quality;

WHEREAS, the Mayor and Council of the City of Dalton have determined accepting the grant and engaging in the actions contemplated herein provides a substantial benefit to the City of Dalton;

NOW THEREFORE BE IT RESOLVED, that the Mayor and Council of the City of Dalton approve of and accept the grant referenced herein and authorize the City to take the actions contemplated above;

BE IT FURTHER RESOLVED, that the City Administrator and the Assistant City Administrator of the City of Dalton, or their respective designees, are hereby authorized and directed to execute and deliver the requisite documents in support of the same to LVR CDC and Georgia Rivers;

BE IT FURTHER RESOLVED, that all acts and doings of the City Administrator and Assistant City Administrator, or their respective designees, in connection with the proposed transaction which are in conformity with the purposes and intents of these Resolutions and in furtherance of the transaction contemplated hereby and thereby shall be, and the same hereby are, in all respects approved and confirmed.

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

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

SO RESOLVED, this ____ day of _____, 2026.

CITY OF DALTON, GEORGIA

Mayor/Mayor Pro Tempore

ATTESTED TO:

City Clerk



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

1/20/2026

AGENDA ITEM

IGA with DDDA

DEPARTMENT

Administration

REQUESTED BY

Andrew Parker

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

N/A

FUNDING SOURCE IF NOT IN BUDGET

N/A

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

Intergovernmental Agreement with the Downtown Dalton Development Authority to employ a Special Events and Community Engagement Coordinator under the supervision of City Administration to promote and coordinate community engagement initiatives, manage special events, ensure compliance with state and local reporting requirements, and serve as a key liaison between the City, the DDDA, and the Main Street Program.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

INTERGOVERNMENTAL AGREEMENT

GEORGIA, WHITFIELD COUNTY

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into this the ____ day of _____, 2026, by and between the CITY OF DALTON, GEORGIA, a municipal corporation of the State of Georgia (hereinafter referred to as “the City”) and the DOWNTOWN DALTON DEVELOPMENT AUTHORITY, an Authority created by the State of Georgia (hereinafter referred to as “the DDDA.”)

WITNESSETH:

WHEREAS, the City entered into an Employee Lease Agreement on January 1, 2012 (“Lease”) for the purpose of staffing the office of the DDDA, which said Lease has been renewed and is currently in effect;

WHEREAS, the DDDA is a taxing authority with authority to take certain actions within “Downtown Dalton” as defined by the Act which created the DDDA;

WHEREAS, the DDDA may directly employ, manage, supervise, and fund such employees which may be needed for the operation of the DDDA;

WHEREAS, the City currently leases to the DDDA only one employee pursuant to the Lease;

WHEREAS, said Lease may be terminated by agreement of the parties;

WHEREAS, the City desires to employ a Special Events and Community Engagement Coordinator under the supervision of City Administration in order to promote and coordinate community engagement initiatives, manage special events, ensure compliance with state and local reporting requirements, and foster a vibrant, welcoming City;

WHEREAS, the Special Events and Community Engagement Coordinator will serve as a key liaison between the City, the DDDA, and the Main Street Program;

WHEREAS, it is anticipated that many of the services provided by the Special Events and Community Engagement Coordinator will also benefit the DDDA;

WHEREAS, the City and the DDDA desire to avoid duplication of services and to provide services to the Dalton community in the most efficient and effective manner possible;

WHEREAS, the City and the DDDA have determined that it is in the best interests of each entity to terminate the Lease and for the City to provide certain services through the Special Events and Community Engagement Coordinator;

WHEREAS, the DDDA may hire its own employee(s) to provide services which are not provided by the Special Events and Community Engagement Coordinator;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the DDDA herewith agree as follows:

1. **Recitals.** The above recitals are incorporated herein by reference and made a part of this Agreement.
2. **Term.** The Agreement shall begin on the date provided above and shall continue through 31st day of December, 2026 (“Original Term”). This Agreement shall automatically renew for additional consecutive one (1) year terms beginning on January 1, 2027 (“Renewal Term(s)”) unless and until a party provides written notice to the other party of termination. “Term” shall mean the Original Term or Renewal Term.
3. **Lease Termination.** The Lease is hereby terminated effective immediately.
4. **Special Events and Community Engagement Coordinator.** The City shall employ a Special Events and Community Engagement Coordinator who shall serve at the direction of and report to the City Administrator.
5. **Services of Special Events and Community Engagement Coordinator.** The City shall make its Special Events and Community Engagement Coordinator available to assist the DDDA with the following services:
 - a) Event planning and coordination for Downtown Dalton events;
 - b) Event permitting, planning, and coordination of events in Downtown Dalton, including events at Burr Park;
 - c) Support of DDDA initiatives related to community pride, heritage, and civic involvement;
 - d) Coordination of marketing efforts and promotional materials for DDDA;
 - e) Administration of the Main Street Program;
 - f) Support for other initiatives that promote downtown Dalton businesses;
 - g) Assistance with management of DDDA board meetings, agendas, and related services;
 - h) Review of financial information of DDDA as may be requested from time to time;
 - i) Assistance with administration of façade grant program;
 - j) Assistance with reporting requirements of DDDA for U.S. Census and DCA;
6. **Successors and Assigns.** This Agreement and the respective rights and obligations of the Parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. DDDA shall not assign its rights or obligations under this Agreement without the prior written consent of the CITY.
7. **Termination.** This Agreement may be terminated by either party with a thirty (30) day written notice to the other party.
8. **Governing Law; Venue.** This Agreement is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive jurisdiction and venue for any action arising out of this Agreement shall be the

Superior Court of Whitfield County Georgia, and the parties hereby waive any and all objections or defenses thereto.

- 9. Enforceability.** If any provision of this Agreement shall be invalid to any extent, then such provision shall be modified, if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement, or the application of such provision to circumstances other than those to which it is held invalid, shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent provided by law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state of Georgia.
- 10. Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties hereto regarding the subject matter of this Agreement and supersedes and revokes any prior agreement or understanding related to the subject matter of this Agreement. No change, amendment, termination, or attempted waiver of any of the provisions hereof shall be binding upon the other party unless reduced to writing and signed by both parties hereto.
- 11. Notices.** Any notices or communications required or permitted hereunder shall be sufficiently given if sent by regular mail addressed as follows:
- As to the City: City Administrator
 City of Dalton
 P.O. Box 1205
 Dalton, GA 30722-1205
- As to the DDDA: DDDA Board Chair
 City of Dalton, City Hall
 300 W. Waugh St.
 Dalton, GA 30720
- or such other address as shall be furnished by notice to the other party.
- 12. No Waiver.** No waiver by either party hereto of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like, similar, or different in character.
- 13. Interpretation, and Construction.** The parties acknowledge that this Agreement is the result of negotiations and neither party shall be considered its drafter for purposes of stricter interpretation or construction.

IN WITNESS WHEREOF, we have affixed our hands and seals in our official capacities and as duly authorized officers who are authorized to specifically bind this Agreement to be effective as of the day and year first above written.

City of Dalton

By: _____
Mayor/Mayor Pro Tempore

Date: _____

Attest: _____
Clerk
(SEAL)

Downtown Dalton Development Authority

By: _____
Chair of Board of Downtown Dalton
Development Authority

Date: _____

Attest: _____
Clerk
(SEAL)



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

1/20/2026

AGENDA ITEM

MOU with Dalton Utilities for High Mast Lighting at Rocky Face Interchange

DEPARTMENT

Public Works

REQUESTED BY

Chad Townsend

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

\$25,234.80 per year

FUNDING SOURCE IF NOT IN BUDGET

General Fund

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

This request is to execute an MOU with Dalton Utilities for the installation & maintenance for the high mast lighting at the Rocky Face interchange. This is a 10-year agreement which covers the cost of the purchase, installation & maintenance for the duration. The agreement is set to expire September 30th, 2025, in which the rate per light fixture will convert to a consumption-only rate and all maintenance responsibilities will be on the Public Works Department.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722



December 8, 2025

Mr. Chad Townsend, Director
City of Dalton
P.O. Box 1205 / 535 N. Elm St.
Dalton GA, 30721

Memorandum of Understanding

Between

**Water Light and Sinking Fund Commission City of Dalton, Georgia
d/b/a Dalton Utilities**

And

The City of Dalton, Georgia

1. Purpose

The purpose of this Memorandum of Understanding (MOU) is to establish the terms under which Dalton Utilities (DU) agrees to provide electric service and maintenance for the Rocky Face Interchange High Mast Interstate Lighting System.

2. Scope of Services

Dalton Utilities agrees to:

- Provide electric service to the Rocky Face Interchange High Mast Interstate Lights.
- Perform maintenance, repairs, and operational support for each fixture during the agreement term.

3. Term and Compensation

- The agreement will commence October 2025 and continue through September 2035, not exceeding 120 months.
- The City agrees to compensate Dalton Utilities at a rate of \$24.74 per month, per fixture for the duration of this term.
- After September 2035, billing will convert to a consumption-only rate.
- Maintenance responsibilities after this period shall transfer to The City of Dalton Public Works unless an extension agreement is executed.

4. Renewal / Extension

After the initial 120-month term, The City may request to extend maintenance services through a mutually negotiated written agreement.

5. Signatures

City of Dalton

By: _____

Title: _____

Date: _____

Water, Light, and Sinking Fund Commission
Of the City of Dalton, Georgia d/b/a Dalton Utilities

By:  _____

Title: VP Energy Services

Date: 1/14/26



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor and Council

MEETING DATE

1/20/2026

AGENDA ITEM

Temple Beth El Memorial Park Consideration of Contract Award

DEPARTMENT

Public Works

REQUESTED BY

Chad Townsend

REVIEWED/APPROVED BY CITY ATTORNEY?

No

COST

\$1,329,459.00

FUNDING SOURCE IF NOT IN BUDGET

Bonded Capital

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

This is for consideration of contract award to Complete Site, LLC. Complete Site, LLC had the highest scoring proposal, and received positive recommendations from references for experience and workmanship. This request has also received a positive recommendation from the Public Works Committee. Should this contract be awarded, the time to complete is 120 Calendar days following issuance of the Notice to Proceed.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

CITY OF DALTON, GEORGIA



CONTRACT DOCUMENTS

**For
PROJECT:**

**TEMPLE BETH EL MEMORIAL PARK
DALTON PROJECT NO. PW-2025-BD-162**

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

CONSTRUCTION PAYMENT BOND

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

CONTRACTOR (*Name and Address*):

Complete Site, LLC

3510 Ball Ground Hwy #1000

Canton, GA 30114

OWNER (*Name and Address*):

CITY OF DALTON

P.O. BOX 1205

DALTON, GEORGIA 30722

CONSTRUCTION CONTRACT:

Date: January 20th, 2026

Amount: \$1,329,459.00

Description (*Name and location*):

TEMPLE BETH EL MEMORIAL PARK

DALTON PROJECT NO. PW-2025-BD-162

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

BOND:

Date: _____

Amount: _____

Bond Number: _____

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

CONSTRUCTION PAYMENT BOND
(Continued)

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

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

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

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

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

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

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

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

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

CONSTRUCTION PAYMENT BOND
(Continued)

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

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

CONSTRUCTION PAYMENT BOND
(Continued)

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

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

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

15. DEFINITIONS

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

CONTRACTOR AS PRINCIPAL

Company: Complete Sit, LLC

(Corp. Seal)

Signature: [Signature]

Name and Title: JASON MOODY, President

SURETY

Company: _____

(Corp. Seal)

Signature: _____

Name and Title: _____

CONSTRUCTION PERFORMANCE BOND

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

CONTRACTOR *(Name and Address):*

Complete Site, LLC

3510 Ball Ground Hwy #1000

Canton, GA 30114

OWNER *(Name and Address):*

CITY OF DALTON

P.O. BOX 1205

DALTON, GEORGIA 30722

CONSTRUCTION CONTRACT:

Date: January 20th, 2026

Amount: \$1,329,459.00

Description *(Name and location):*

**TEMPLE BETH EL MEMORIAL PARK
DALTON PROJECT NO. PW-2025-BD-162**

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

BOND:

Date: _____

Amount: _____

Bond number: _____

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

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

CONSTRUCTION PERFORMANCE BOND
(Continued)

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

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

CONSTRUCTION PERFORMANCE BOND
(Continued)

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

CONSTRUCTION PERFORMANCE BOND
(Continued)

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

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

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

12. Definitions.

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

CONTRACTOR AS PRINCIPAL

Company: Complete Site, LLC

_____ (Corp. Seal)

Signature: [Signature]

Name and Title: Jesse Moody, President

SURETY

Company: _____

____ (Corp. Seal)

Signature: _____

Name and Title: _____

CONTRACT

THIS AGREEMENT made this the 20th day of January, 2026, by and between the CITY OF DALTON, GEORGIA, hereinafter called "Owner", and Complete Site, LLC a contractor doing business as an individual, a partnership, or a corporation* of the City of Canton, County of Cherokee, 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:

**TEMPLE BETH EL MEMORIAL PARK
DALTON PROJECT NO. PW-2025-BD-162**

hereinafter called the "Project", for the sum of ONE MILLION THREE HUNDRED TWENTY-NINE THOUSAND FOUR HUNDRED FIFTY-NINE Dollars (\$1,329,459.00) 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 and to fully complete the project within 120 Calendar Days of receiving "Notice to Proceed". The Contractor further agrees to pay as liquidated damages the sum of \$300.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions under "Time of Completion and Liquidated Damages."

*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:

Ashley Kilgore
Admin. Assistant
Secretary

By: _____

Matt Goss
Director of Precon
Witness

Title



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

Give proper title of each person executing contract.

SECTION 0300 - GENERAL CONDITIONS

0301 CONTRACT AND CONTRACT DOCUMENTS

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

0302 DEFINITIONS

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

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

0303 CORRELATION AND INTENT OF DOCUMENTS

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

- 0303.01 The intent of the documents is to describe all construction entailed in this

project. The contractor will furnish all labor and materials, equipment, transportation, tools and appurtenances such as may be reasonably required under the terms of the contract to make each part of the work complete.

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

0304 MATERIALS, SERVICES AND FACILITIES

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

0305 CONTRACTOR'S TITLE TO MATERIALS

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

0306 MATERIALS FURNISHED BY THE CONTRACTOR

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

0307 INSPECTION AND TESTING OF MATERIALS

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

0308 PATENTS

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

0309 SURVEYS, PERMITS AND REGULATIONS

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

maintenance of passageways, guard fences or other protective facilities.

0310 CONTRACTOR'S OBLIGATIONS

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

0311 CONTRACTOR'S RESPONSIBILITY

0311.01 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 0327 of the General Conditions.

0317 INSPECTION

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

0318 REPORTS, RECORDS AND DATA

The 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. A construction superintendent must be onsite at all times throughout the duration of the contract when work is being performed.

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

0326 EXISTING UNDERGROUND UTILITIES AND STRUCTURES

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

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

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

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

0327 SUBSURFACE CONDITIONS FOUND DIFFERENT

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

0328 CLAIMS FOR EXTRA WORK

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

0329 RIGHT OF THE OWNER TO TERMINATE CONTRACT

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

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

0330 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. § 13-10-2 through O.C.G.A. § 13-10-80, which requires that the Contractor, within ten (10) days of receipt of retainage from City, pass through payments to Subcontractors and reduce each Subcontractor's retainage accordingly. The Code provision also requires Subcontractors to pass through payments to Lower Tier Subcontractors and reduce each lower tier contractor's retainage. Therefore, City, in its discretion, may require the Contractor to submit satisfactory evidence that all payrolls, material bills, or other indebtedness connected with the Work have been paid before making any payment.
- 0331.01.4 • Within sixty (60) days after the Work is fully completed and accepted by City, the balance due hereunder shall be paid; provided, however, that final payment shall not be made until said Contractor shall have completed all work necessary and reasonably incidental to the Contract, including final cleanup and restoration. All claims by the

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

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

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

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

0332 ACCEPTANCE AND FINAL PAYMENT

When the project provided for under this contract shall have been completed by the 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 Contractor, Owner will notify Contractor thereof within ten days of the date of delivery of such certificates, to Owner. Contractor will provide to the Owner such additional information in respect of insurance provided by him as Owner may reasonably request. The right of the Owner to review and comment on Certificates of Insurance is not intended to relieve the Contractor of his responsibility to provide insurance coverage as specified nor to relieve the Contractor of his liability for any claims which might arise.

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

0334.08 The 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
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General Aggregate (<i>Per Project</i>):	\$2,000,000
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Products and Completed Operations Aggregate:	\$1,000,000
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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 be 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.
- 0341.05 The Contractor will be required to provide a list of all subcontracted work. Failure to do so could result in a delay in the Notice to Proceed or possible termination of the contract.
- 0341.06 The Owner reserves the right to review and approve all Subcontractors proposed by the Contractor. The Owner may object to the use of any subcontractor who, in the Owner's reasonable judgement, has been involved in a prior project that was deemed unsuccessful, whether due to performance issues, failure to meet project schedule, or other insufficiencies. Upon such objection, at no additional cost to the Owner, the Contractor shall propose an alternative Subcontractor to 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 or email, to the said Contractor at his last given address, or delivered in person to the said Contractor or his authorized representative on the work.

0348 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

0349 SUSPENSION OF WORK

Should the Owner be prevented or enjoined from proceeding with work either

before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the 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

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 TEMPLE BETH EL MEMORIAL PARK.

KNOW ALL MEN BY THESE PRESENTS:

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

SIGNED: _____ (SEAL)

BY: _____

TITLE: _____

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

This ____ day of _____, _____.

Notary Public: _____ SEAL

My Commission Expires: _____,

_____ County,

SECTION 0400 – GENERAL NOTES

1. THE DATA, TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS/BID PACKAGE, OR IN ANY WAY INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED UPON FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS. HOWEVER, THE SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED AND DO NOT BIND THE CITY OF DALTON IN ANY WAY. THE ATTENTION OF THE BIDDER IS SPECIFICALLY DIRECTED TO GEORGIA DEPARTMENT OF TRANSPORTATION SPECIFICATION SECTIONS 102.04, 102.05, AND 104.03 OF THE SPECIFICATIONS.
2. ALL WORK ASSOCIATED WITH THIS CONTRACT SHALL BE DONE IN ACCORDANCE WITH THE MOST CURRENT GEORGIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, SPECIAL PROVISIONS, CONSTRUCTION DETAILS, AND THE **ARCADIS U.S., INC. PLANS ISSUED FOR CONSTRUCTION**.
3. THE CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE (WHERE APPLICABLE) FOR ALL AREAS OUTSIDE OF THE DESIGNATED PERMANENT RESTING POOL SUCH THAT WATER DOES NOT POND ON FINISHED SURFACES.
4. 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 INTO DRAINAGE STRUCTURES SHALL BE CLEANED OUT BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE CITY.
5. TRAFFIC CONTROL SHALL BE PERFORMED IN ACCORDANCE WITH PART 6 OF THE 2009 MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS. A CERTIFIED FLAGGER WILL BE REQUIRED FOR THIS PROJECT WHEN ANY TRAFFIC CONTROL IS UTILIZED WITHIN THE RIGHT-OF-WAY.
6. THE CONTRACTOR WILL BE RESPONSIBLE FOR COORDINATING WITH DALTON UTILITIES AND OTHER UTILITY AGENCIES FOR THE COORDINATION AND ADJUSTMENTS (IF APPLICABLE) OF ALL UTILITIES LOCATED WITHIN THE PROJECT LIMITS.
7. CONTRACTOR IS REQUIRED TO CALL GA 811 OR FILE ONLINE A UTILITY LOCATE REQUEST PRIOR TO COMMENCING WORK AND MAINTAIN ACTIVE LOCATE FOR THE DURATION OF THE PROJECT.

8. TIME OF WORK RESTRICTIONS – NO WORK SHALL BE PERFORMED BETWEEN THE HOURS OF 6:01 PM & 7:59 AM ON MONDAY THROUGH FRIDAY. CONSTRUCTION ON WEEKENDS SHALL BE PERMITTED ONLY BY WRITTEN APPROVAL UPON REQUEST BY CONTRACTOR TO THE CITY OF DALTON PUBLIC WORKS PROJECT MANAGER, DIRECTOR, AND ENGINEER. WRITTEN REQUESTS FOR WEEKEND WORK SHALL DETAIL THE PRECISE DATE AND TIMES BEING REQUESTED. CONTRACTOR SHALL NOT ASSUME ANY ADDITIONAL AFTER-HOURS WORK HAS BEEN APPROVED UNLESS EXACT DATES AND TIMES ARE STATED WITHIN THE APPROVED WRITTEN REQUEST. DAMAGES FOR FAILURE TO OBSERVE TIME OF WORK RESTRICTIONS SHALL BE ASSESSED TO THE CONTRACTOR AT THE RATE OF \$200 PER HOUR.
9. COORDINATION OF PROJECT WITH OWNERS – CONTRACTOR SHALL CONTINUOUSLY MAKE A GOOD FAITH EFFORT TO COORDINATE WORK ACTIVITIES WITH THE ADJACENT PROPERTY OWNERS AFFECTED BY THE PROJECT.
10. CONTRACTOR IS REQUIRED TO FURNISH THE CITY AN AS-BUILT SURVEY OF THE IMPROVEMENTS FROM A LICENSED SURVEYOR UPON COMPLETION OF THE PROJECT.
11. BECAUSE THE PROJECT CONSTRUCTION SITE IS LOCATED ON RESIDENTIAL STREETS AND ADJACENT TO OCCUPIED RESIDENCES, ALL CONSTRUCTION ACTIVITIES SHALL BE CONDUCTED IN SUCH A MANNER THAT WILL PROVIDE ACCEPTABLE LEVELS OF SAFETY AND MAINTENANCE OF UTILITIES, ROADWAY, TRAFFIC, DRIVEWAYS, SIDEWALKS, ETC. TO ALL OWNERS, CITY OF DALTON DEPARTMENT OF PUBLIC WORKS, MANAGEMENT, AND UTILITY COMPANIES. THE CONTRACTOR SHALL AT ALL TIMES MAINTAIN AND PROTECT ALL UTILITY SERVICES AND DRIVEWAY ACCESS, INCLUDING BUT NOT LIMITED TO, RESIDENTS, EMERGENCY SERVICES, VEHICLES, AND PEDESTRIAN TRAFFIC, ETC.
12. CONTRACTOR SHALL EXERCISE DUE DILIGENCE TO PERFORM THE WORK IN GOOD WORKMANLIKE MANNER. UPON COMPLETION OF THE WORK, THE RIGHT-OF-WAY AND PRIVATE PROPERTIES SHALL BE LEFT IN A CLEAN AND ORDERLY CONDITION, WITH ALL DEBRIS REMOVED THEREFROM, AND ANY AREAS WHICH MAY HAVE BEEN DISTURBED BY SUCH WORK SHALL BE RESTORED TO THEIR FORMER CONDITION AS NEARLY AS PRACTICABLE.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGES & CORRESPONDING REPAIRS OF THE ADJECTENT METHODIST CHURCH PARKING LOT INCURRED WHILE UNDER CONTRACT WITH THE OWNER. CONTRACTOR SHALL NOT IMPACT DAILY CHURCH OPERATIONS.

14. BUMP SIGNAGE – (WHERE APPLICABLE) 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.
15. THE CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE IN THE MILLING OPERATION SUCH THAT WATER DOES NOT POND ON THE ROADWAY.
16. MILLED AREAS (WHERE APPLICABLE) SHALL BE COVERED WITH FINAL SURFACE COURSE WITHIN FOURTEEN (14) CALENDAR DAYS OF BEING MILLED. 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.
17. TEMPORARY STRIPING (WHERE APPLICABLE) SHALL BE APPLIED IN PLACE OF ALL PREVIOUSLY EXISTING STRIPING PRIOR TO CONSTRUCTION WORK ENDING ON THE SAME DAY MILLING AND/OR RESURFACING WORK IS PERFORMED. TEMPORARY STRIPING TAPE SHALL BE PERMITTED.
18. ‘ASPHALT REMOVAL’ ON BID FORM ACCOUNTS FOR DEMOLITION OF EXISTING ASPHALT WITHIN THE PROJECT LIMITS.
19. EARTHWORK AND EXCAVATION (INCLUDING EARTHWORK SPOILS MATERIAL HAUL-OFF AND DEWATERING OF EXCAVATION, IF NEEDED) SHALL BE INCLUDED IN GRADING COMPLETE. **ALL DIRT MATERIAL EXPORT SHALL BE TRANSFERRED TO THE DESIGNATED SPOIL SITE LOCATED AT 145 RAISIN WAY DALTON, GA 30721.**
20. NOI – AN NOI IS NOT REQUIRED FOR THIS PROJECT. CONTRACTOR SHALL PERFORM ALL EROSION CONTROL MEASURES SPECIFIED WITHIN THE ISSUED FOR CONSTRUCTION PLAN SET FROM ARCADIS U.S., INC.
21. RIGHT OF WAY/EASEMENTS: THE CONTRACTOR IS NOT RESPONSIBLE FOR SECURING EASEMENTS, AS THE CITY HAS ALREADY OBTAINED THEM.
22. UNSUITABLE SOILS: CONTRACTOR SHALL BE REQUIRED TO CONTACT THE DESIGNATED CITY OF DALTON PUBLIC WORKS REPRESENTATIVE IF UNSUITABLE SOILS ARE ENCOUNTERED AT SUBGRADE ELEVATION OF STRUCTURAL ELEMENTS FOR VERIFICATION. CONTRACTOR SHALL BE REQUIRED TO MAINTAIN A DAILY LOG CONTAINING QUANTITIES OF UNSUITABLE SOILS ONCE ENCOUNTERED. DAILY LOGS SHALL BE MADE AVAILABLE FOR VIEWING BY THE PUBLIC WORKS DEPARTMENT AT ANY TIME

UPON REQUEST. QUANTITIES ARE TO BE CONFIRMED BY THE PUBLIC
WORKS PROJECT MANAGER PRIOR TO BILLING.



SECTION 00040 – BID BOND

EXHIBIT “B”

NAME OF PROJECT: “Temple Beth El Memorial Park”

NAME OF OWNER: THE CITY OF DALTON, GEORGIA

NAME OF PROPOSED CONTRACTOR:

Complete Site, LLC

(THE “CONTRACTOR”)

KNOW ALL MEN BY THESE PRESENTS that

United Fire & Casualty Company

as Surety (the “Surety”), and Complete Site, LLC, as

Principal (the “Contractor”) are held and firmly bound unto the City of Dalton, Georgia (the “City”), pursuant to the terms and conditions of this Bond (the “Bid Bond”) as set forth herein: ~~Five Percent (5%) of Amount Bid~~

WHEREAS, the Contractor, in response to a Request for Proposals issued by the City, has submitted its Proposal for the construction by Contractor of the: “Temple Beth El Memorial Park”

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

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

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

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

This Bid Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bid Bond shall be deemed to be included herein as if set forth at length.



REQUEST FOR PROPOSALS

Temple Beth El Memorial Park Dalton Project No. PW-2025-BD-162

Date Issued: 10/17/2025

If any provision of this Bid Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bid Bond that is not in conflict therewith shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this Bid Bond to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this 20th day of November, 2025.

[CONTRACTOR] Complete Site, LLC

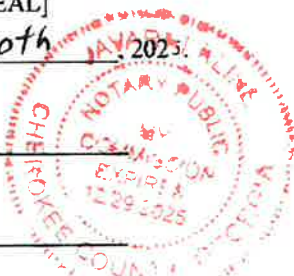
By: [Signature] [SEAL]

Witness: [Signature] [SEAL]

Sworn and subscribed to before me this 20th day of November, 2025.

NOTARY PUBLIC: [Signature]

Commission Expirations: _____



[NAME OF SURETY] United Fire & Casualty Company

By: Cindy Troxel [SEAL]
Cindy Troxel, Attorney-in-Fact

Witness: Melissa Potts [SEAL]
Melissa Potts

Sworn and subscribed to before me this 20th day of November, 2025.

NOTARY PUBLIC: [Signature]

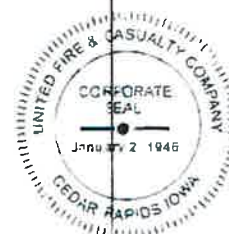
Marvala Erinkitola

Marvala Erinkitola
NOTARY PUBLIC

Cherokee County, GEORGIA

Commission Expirations: 7/26/2026

My Commission Expires 07/26/2026



[ATTACH PROPERLY EXECUTED POWER OF ATTORNEY]





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company - See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

MARVALA ERINKITOLA, MELISSA POTTS, JOHN DAVID POTTS, CINDY TROXEL, HASTEN McDERMOTT, WILL WILSON, JR, ROSS CHONKO, MEENA EDWARDS, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.


"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 25th day of January, 2024

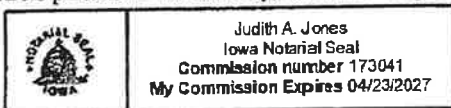


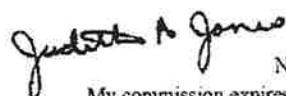
UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: 
Vice President

State of Iowa, County of Linn, ss:

On 25th day of January, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

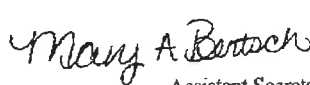



Notary Public
My commission expires: 04/23/2027

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
this 20th day of November, 2025



By: 
Assistant Secretary,
UF&C & UF&I & FPIC

SECTION 00090 PROPOSAL CHECKLIST

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

- ☒ Document Description
- ☒ Completed City Vendor Packet
- ☒ Solicitation Form (Page 1 of this Document)
- ☒ References of Past Similar Jobs
- ☒ Price Proposal Form
- ☒ Scope Sheet – dewatering plan & construction sequencing/phasing plan
- ☒ Subcontractors & their scope of work – no deviation from subcontractors permitted without prior approval
- ☒ Vendor Affidavit and Agreement
- ☒ Checklist for Documents/Addenda Acknowledgement (this page)

Addenda Acknowledgement

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

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

Addendum No. 1 Dated: 11/12/25
Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____

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

Company's Name:

COMPLETE SITE

Date: 10/31/25

Authorized Representative's Name: JASON MOODY

Authorized Representative's Signature: 

SECTION 00080 MANDATORY PRICE PROPOSAL FORM

Temple Beth-El Memorial Park Proposal Form 09/29/2025

Item	Description	Units	Qty	Unit Rate	Cost
General					
1	General Conditions	LS	1	\$27,500	\$27,500.00
2	Payment & Performance Bonding	LS	1	\$12,900	\$12,900.00
3	Construction Staking	LS	1	\$16,500	\$16,500.00
4	As-builts	LS	1	\$8,250	\$8,250.00
Demolition					
5	Asphalt Removal	SY	345	\$20.00	\$6,900.00
6	Concrete Sidewalk, Stamped Concrete, and Driveway Removal	LS	1	\$4,750	\$4,750.00
7	Concrete Flume and Metal Hatch Removal	LS	1	\$2,150	\$2,150.00
8	Curb & Gutter Removal	LF	75	\$8.00	\$600.00
9	Stormpipe Abandonment	LS	1	\$7,250	\$7,250.00
Pond and Drainage System					
10	Grading Complete (Includes Import/Export - See Plans)	LS	1	\$125,750	\$125,750.00
11	Stormpipe (36" RCP)	LF	83	\$215.00	\$17,845.00
12	Manhole (GDOT 1011A)	EA	2	\$8,800	\$17,600.00
13	Outlet Control Structure (8x8 Custom Built)	LS	1	\$18,530	\$18,530.00
14	Concrete Anti-Seep Collar	EA	2	\$750.00	\$1,500.00
15	Concrete Splash Pad	SY	25	\$120.00	\$3,000.00
16	Electrical Conduit	LF	275	\$15.00	\$4,125.00
17	6" HDPE Foundation Drain	LF	25	\$25.00	\$625.00
18	6" PVC Recharge Pipe	LF	75	\$18.00	\$1,350.00
Site Development					
19	Asphalt Pavement	SY	230	\$130.25	\$29,957.50
20	Concrete Driveway	SY	78	\$112.00	\$8,736.00
21	Removable Bollard	EA	2	\$5,172	\$10,344.00
22	Concrete Sidewalk	SY	495	\$122.00	\$60,390.00
23	Curb and Gutter	LF	75	\$28.00	\$2,100.00
24	Stamped Concrete at Entry & Pavilion	SY	73	\$215.00	\$15,695.00
25	Pavers at Entry & Pavilion	SF	370	\$29.00	\$10,730.00
26	Ornamental Fence (4-ft tall)	LF	379	\$89.00	\$33,731.00
27	Ornamental Gate Single Leaf (Owner located)	EA	1	\$1,000	\$1,000.00
28	Ornamental Gate Double Leaf (Owner located)	EA	1	\$2,000	\$2,000.00
29	Guardrail at Viewing Terrace	LF	28	\$250.00	\$7,000.00
30	Monument Foundation(s)	LS	1	\$7,400	\$7,400.00
31	Redi-Rock Pond Retaining Wall	LF	379	\$835.00	\$316,465.00
32	Brick Veneer Wall	LF	90	\$250.00	\$22,500.00
33	Granite Stone Stairs	LS	1	\$16,550	\$16,550.00

34	Viewing Terrace	LS	1	\$115,250	\$115,250.00
35	Handrail	EA	1	\$1,750	\$1,750.00
36	Square Stone Bollard	EA	8	\$4,085	\$32,680.00
37	Monument Uplight	EA	4	\$2,250	\$9,000.00
38	Pavement Striping	LS	1	\$3,125	\$3,125.00
39	ADA Detectable Warning	EA	1	\$1,325	\$1,325.00
40	Concrete Wheel Stop	EA	1	\$155.00	\$155.00
41	Handicap Sign	EA	1	\$235.00	\$235.00
42	Deciduous Shade Trees	EA	9	\$700.00	\$6,300.00
43	Ornamental Trees	EA	2	\$656.00	\$1,312.00
44	Shrubs	EA	122	\$64.00	\$7,808.00
45	Groundcover/Perennials/Bulbs	LS	1	\$124,700	\$124,700.00
46	Bermuda Sod	SF	9,320	\$1.65	\$15,378.00
47	Black Metal Bed Edging	LF	500	\$14.50	\$7,250.00
48	Pea Gravel	SF	3,800	\$7.00	\$26,600.00
49	Hardwood Mulch	SF	6,250	\$0.85	\$5,312.50
Erosion Control					
50	Construction Fencing (6-ft tall)	LF	760	\$12.00	\$9,120.00
51	Construction Exit	LS	1	\$5,250	\$5,250.00
52	Dust Control	LS	1	\$7,000	\$7,000.00
53	Inlet Protection	EA	5	\$550.00	\$2,750.00
54	Temporary Seeding & Mulch (Ds1 & Ds2)	LS	1	\$2,500	\$2,500.00
55	Turf Reinforced Matting (Pyramat 25 or approved equal)	SY	150	\$6.00	\$900.00
56	Hay Bale Lined Channel	LS	1	\$850.00	\$850.00
57	Baffle	LS	1	\$1,050	\$1,050.00
58	Flocculent Blocks	LS	1	\$285.00	\$285.00
59	Site Dewatering and Filter Bag	LS	1	\$1,850	\$1,850.00
Miscellaneous					
60	Traffic Control	LS	1	\$22,500	\$22,500.00
61	Utility Conflicts & Temporary Service	LS	1	\$2,000	\$2,000.00
62	Owner Directed Work	LS	1	\$50,000.00	\$50,000.00
Total Base Bid					
Total Base Bid Items 1-62:				\$ 1,285,959.00	
Bid Alternate					
63	Unsuitable Soils Below Subgrade (Haul Off & Replace)	CY	200	\$90.00	\$18,000.00
64	#57 Stone - Additional Footing Stabilization	TN	340	\$75.00	\$25,500.00
65	Geosynthetic Clay Liner (GCL) with up to 30in of soil undercut and replacement	LS	1	\$104,125	\$104,125.00
OMITTED Item 65 - JS 01/05/26				Subtotal Bid Alternate Items 63-65: \$ 147,625.00 \$43,500.00	
Total Bid (WITH BID ALTERNATE)					
Total Bid (Base Bid + Bid Alternate):				\$ 1,433,584.00 \$1,329,459.00	

Total Base Bid Price	\$ 1,285,959.00
Total Base Bid + Bid Alternate Price	\$ 1,477,625.00 \$1,329,459.00
Proposed Time to Complete (MUST BE IN CALENDAR DAYS)	120

SUBMITTED:

Complete Site, LLC

Company Name

3510 Ball Ground Hwy, #1000
Canton, GA 30114

Company Address

Matt Goss

Authorized Signature

Matt Goss (Director of Precon)

Print Name & Title

“Temple Beth El Memorial Park”

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

SECTION: 00030 PROPOSAL FORM

EXHIBIT "A"

NAME OF PROJECT: "Temple Beth El Memorial Park"

NAME OF OWNER: **THE CITY OF DALTON, GEORGIA**

NAME OF PROPOSED CONTRACTOR: Complete Site, LLC (The "Contractor")

THE CITY OF DALTON (the "City"), pursuant to the provisions of O.C.G.A. § 36-91-1, *et. seq.*, herein seeks competitive Proposals from Contractors for the construction of the: "Temple Beth El Memorial Park" at 501 Valley Dr, Dalton, GA 30720. This Proposal is submitted in response to the City's Request for Proposals dated 10/17/2025.

This Proposal is for the full and complete construction of the Project in conformity with all requirements of the RFP. The submission of this Proposal constitutes a representation by the contractor submitting herewith its duly executed affidavit in accordance with the applicable Federal work authorization program. The contractor acknowledges that upon execution of any contract with the City, said affidavit shall be deemed a public record to the extent provided by Georgia law.

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

Base Proposal

The Contractor proposes to construct a decorative memorial park in conformity to the plans & specifications contained within the City of Dalton Temple Beth El Memorial Park Issued for Bids dated June 2025 by the engineering consultant Arcadis U.S., Inc. Proposal shall be in conformity with all requirements of the RFP and furnish all necessary labor, material, and equipment for such construction, and, furthermore, to fully, completely, and strictly perform all obligations of the Contractor as set forth in the Contract Documents, for the itemized unit priced items of the contract at a total price of: \$1,285,959.00 (One Million Two Hundred Eighty Five Thousand Nine Hundred Fifty Nine Dollars)

The contractor must include within their proposal submission a populated mandatory price proposal form which is included within this RFP packet as 'Section 00080'. Said itemized unit prices are allocated, in its entirety, to the all elements specified within 'Section 00080' that are required for completion of the project.

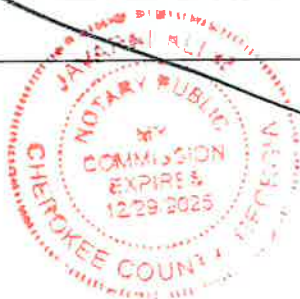
Attached hereto, and incorporated herein as part of this Proposal, Contractor submits the contractor's qualifications and proposal. The contractor must include a scope sheet outlining a dewatering plan and a phasing plan for sequencing of the project. The contractor acknowledges that the City may rely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

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

Contractor submits herewith its executed Bid Bond in accordance with the requirements of the City as set forth in the Instruction to Proposers.

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

[CONTRACTOR]	
By: <u>Matt Goss</u>	[SEAL]
Witness: <u>[Signature]</u>	[SEAL]
Sworn and subscribed to before me this <u>20th</u> day of <u>November</u> , 2025.	
NOTARY PUBLIC: <u>[Signature]</u>	
Commission Expirations: <u>[Signature]</u>	



SECTION 00050 E-VERIFY AFFIDAVIT

STATE OF GEORGIA

WHITFIELD COUNTY

CITY OF DALTON

VENDOR AFFIDAVIT AND AGREEMENT (E-Verify)

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

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

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

FURTHER AFFIANT SAYETH NOT.


BY Authorized Officer or Agent
COMPLETE SITE

10/31/25
Date

1/3/22

Authorization Date for EEV Program
1773593

Contractor Name
PRESIDENT

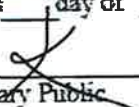
Employment Eligibility (EEV) #

Title of Authorized Officer or Agent of Contractor
JASON MOODY

Printed Name of Authorized Officer or

Agent Sworn to and subscribed before me

This 31ST day of OCTOBER, 2025


Notary Public

My Commission Expires: **12/29/25**

***MUST BE NOTARIZED**

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

SECTION 00060 REFERENCE

Authorized Representative's Signature: _____



Contractor References

Must list references of three similar projects and site contact information

Project #1

Owner Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Phone Number: _____

Date of Installation: _____

Project #2

Owner Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Phone Number: _____

Date of Installation: _____

Project #3

Owner Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Phone Number: _____

Date of Installation: _____

Company Background Complete Site

Founded: 2018

Founder: Tara Moody

President: Jason Moody

Phone: (404) 849-1343

Email: Jason@CompleteSiteGA.com

Project Manager: Dennis O'Briant

Phone: (470) 848-8954

Email: Dennis@CompleteSiteGA.com

Location: 3510 Ball Ground Hwy #1000 Canton, Georgia 30114

Company Overview:

Complete Site was founded in 2018 by Tara Moody, a Canton resident, and her husband. The Moody family has established strong community ties and is actively involved in local activities. The company was created with a focus on integrity and achieving customer goals.

Operations and Workforce:

Complete Site employs roughly 65 professionals and operates across most of Georgia. The company handles a wide range of projects, including commercial, government, and community development. Project budgets typically range from \$1 million to \$3 million.

Key Clients and Projects:

Complete Site has partnered with notable clients such as JW Collections, John Wieland, Racetrack, Chase Bank, Darden Restaurants (including Outback and Red Lobster), and Walgreens. Currently, the company is engaged in multiple projects in downtown Atlanta, Canton, Kennesaw, and city parks for the City of Fairburn.

Specializations:

- **Underground Detention:** Expertise in managing underground detention systems.
- **Utilities:** Comprehensive utility work including installation and maintenance.
- **Civil Work:** Broad range of civil engineering projects.

Team and Expertise:

The team at Complete Site includes senior project managers, senior estimators, and preconstruction managers, bringing over 60 years of combined experience. Their project managers are certified utility contractors and inspectors. The company performs in-house testing and pressure testing for lines and manages all aspects of site work, including erosion control and landscaping, providing a one-stop-shop for clients.



June 17, 2024

RE: Complete Site

To whom it may concern,

Oakbridge Insurance Agency, LLC, has the pleasure of providing Performance & Payment Bonds on behalf of **Complete Site**.

As **Complete Site** surety company, United Fire & Casualty Company has issued a formal line of credit for our use in servicing the normal surety requirements in the amount of \$10,000,000 single and \$20,000,000 aggregate. This is not an indication of the maximum surety credit available to **Complete Site**, but rather a working line of credit to handle their normal needs.

We think very highly of the individuals involved with this company and would not hesitate to recommend them to you in any capacity. They have the reputation of not over committing themselves or overstating their capabilities and delivering what they have contracted to do. They have not had a claim filed against any bonds.

If **Complete Site** is successful in their negotiations with you and enters into a mutually acceptable contract, we do not anticipate any problems in furnishing Performance and Payment bonds as called for in the contract, subject to United Fire & Casualty Company's normal underwriting review and acceptable bond forms.

If you need additional information, please give me a call.

Sincerely,

OAKBRIDGE INSURANCE AGENCY, LLC

Marvala Erinkitola

Marvala Erinkitola
Attorney-In-Fact



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/25/2024

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

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

PRODUCER	CONTACT NAME	Sandra Miller
STARR-MATHEWS AGENCY	PHONE (A/C, No, Ext)	(770) 386-0466
P. O. Box 1990	FAX (A/C, No)	(770) 386-3184
	E-MAIL ADDRESS	smiller@starrmathews.com
Cartersville	INSURER(S) AFFORDING COVERAGE	NAIC #
GA 30120	INSURER A :	Grange Insurance 14060
INSURED	INSURER B :	Builders Insurance 10704
Complete Site, LLC	INSURER C :	
3510 Ball Ground Hwy	INSURER D :	
Suite 1000	INSURER E :	
Canton	INSURER F :	
GA 30114		

COVERAGES

CERTIFICATE NUMBER: 2023-24

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	CPP2864139	10/05/2023	10/05/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 OTHER: \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>	Y	Y	CA 2864140	10/05/2023	10/05/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			CUP2864141	10/05/2023	10/05/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 OTHER: \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WCV033966101	10/05/2023	10/05/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Installation Floater			CPP2864139	10/05/2023	10/05/2024	\$200,000 \$500,000

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

(GL) Contractors' Optimum Endorsement - form HK1054(04-2017); (AUTO) Business Auto Optimum Plus - form AKK376 (10-2016); (UMB) Commercial Liability Umbrella Coverage - form CU00 01 (04-13); (WC) Waiver of Our Right to Recover From Others Endorsement - form WC000313

CERTIFICATE HOLDER

CANCELLATION

Complete Site, LLC PO Box 1317 Holly Springs GA 30142	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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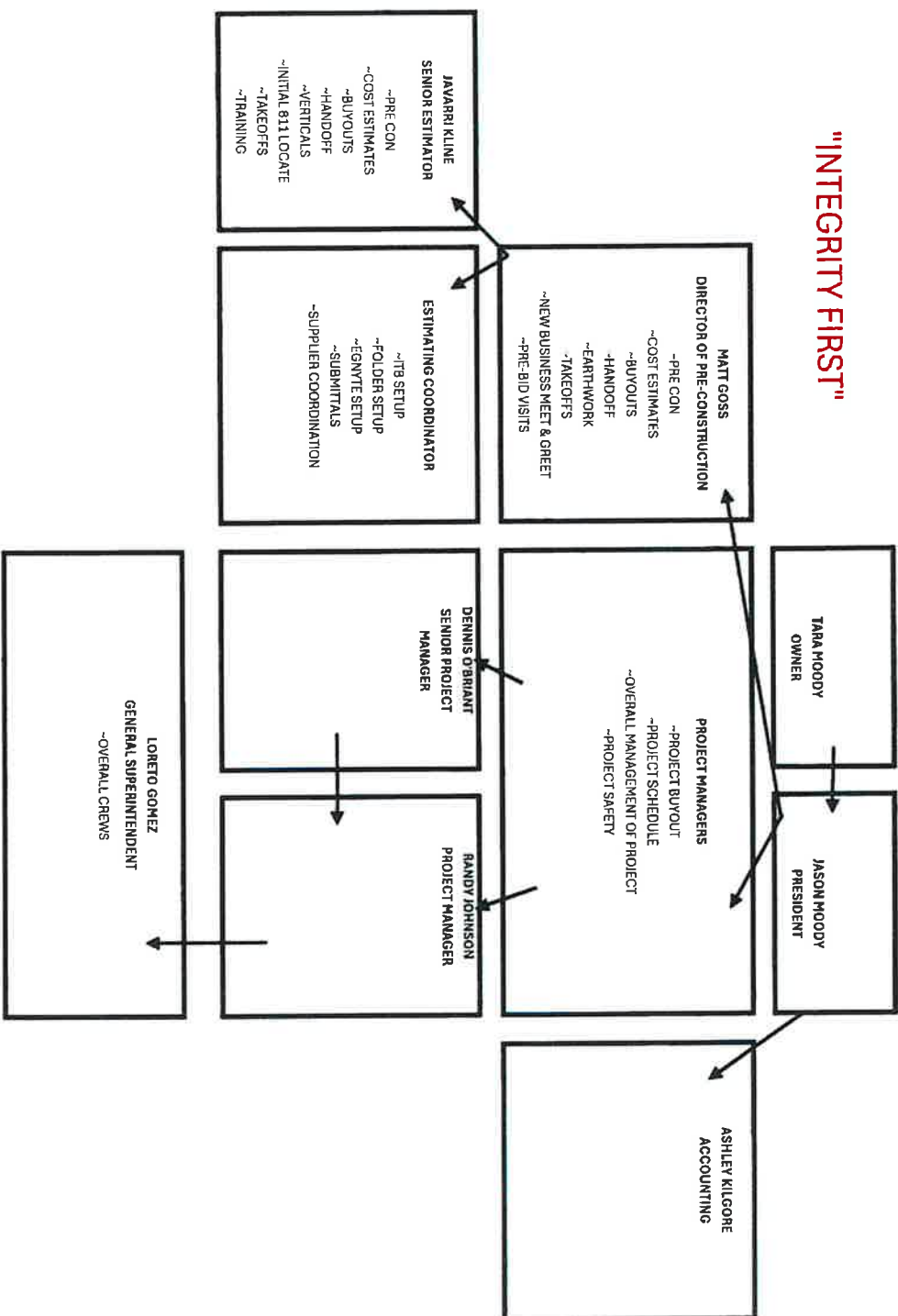
KEY PERSONNEL

NAME	POSITION	YEARS OF EXPERIENCE	TYPE OF EXPERIENCE	EMAIL ADDRESS	PHONE NUMBER
Jason Moody	President	20+	Grading, Utility, Civil, Landscape	jason@completesitega.com	(404) 849-1343
Dennis O'Briant	Project Manager	20+	Grading, Utility, Civil	dennis@completesitega.com	(470) 848-8954
Randy Johnson	Project Manager	20+	Grading, Utility, Civil	randy@completesitega.com	(678) 760-1050
J. Loreto Gamez	General Superintendent	20+	Grading, Utility, Civil	loreto@completesitega.com	(404) 308-5467
Matt Goss	Director of Preconstruction	15+	Grading, Utility, Civil, Landscape	matt@completesitega.com	(770) 630-9880
Javarri Kline	Sr. Estimator	7+	Grading, Utility, Civil, Landscape	varri@completesitega.com	(404) 304-4826



ORGANIZATION FLOW CHART

"INTEGRITY FIRST"



CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Alpha at Main Phase 2	Name: Robert Richardson Address: 1360 Magnet Way Atlanta, GA 30338 Telephone: 770-696-4054	Name: Barry Dunlop Company: Paradigm Engineering 770-605-6030 Telephone:	6/2024	Water/Fire Sewer Storm Erosion Control Landscape	90%	\$603,717
East Roswell Park	Name: Nick Paserchia Address: 38 Hill Street Suite 130 Roswell, GA 30075 Telephone: 770-594-6170	Name: Hussey Gay Bell Company: TSW Design 770-923-1600 Telephone:	2/2025	Water/Fire Sewer Storm Erosion Control Landscape	8%	\$2,319,849
View of Canton	Name: Clint Patterson Address: 3900 Edison Lakes Pkwy Mishawaka, IN 46545 Telephone: 765-426-0379	Name: Randy Owens Company: Southland Engineering 770-387-0440 Telephone:	4/2023	Water/Fire Sewer Storm Erosion Control	100%	\$2,839,340
River Green Clubhouse	Name: Chris Olson Address: 2355 Log Cabin Dr Atlanta, GA 30339 Telephone: 770-809-6039	Name: Jim Hardin Company: Walden, Ashworth, & Assoc 770-956-7879 Telephone:	9/2023	Water/Fire Sewer Storm Erosion Control Landscape	100%	\$695,425
Millenium Park	Name: Union City Address: 5047 Union Street Union City, GA 30291 Telephone: 770-964-2288	Name: Brian Browning Company: CPL Architecture Engineering 800-274-9000 Telephone:	12/2024	Water/Fire Sewer Storm Erosion Control Landscaping Clearing	8%	\$5,693,099
River Green Pod H	Name: Dave Durham Address: 2355 Log Cabin Dr Atlanta, GA 30339 Telephone: 770-809-6039	Name: Jim Hardin Company: Walden, Ashworth, & Associates 770-956-7879 Telephone:	6/2024	Water/Fire Sewer Storm Erosion Control Landscape	84%	\$2,633,550
Lilburn City Park	Name: Mike Helton Address: 340 Main Street NW Lilburn, GA 30047 Telephone: 770-921-2210	Name: Nadeem Khan Company: Freese and Nichols 470-645-3092 Telephone:	1/2025	Water/Fire Sewer Storm Erosion Control Landscape	84%	\$224,010

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Downing Park	Name: Joel Reed Address: 1585 Ponce De Leon Avenue Atlanta, GA 30307 Telephone: 404-403-2925	Name: Jeremiah Phillips Company: Eberly & Associates Inc 770-452-7849 Telephone:	6/2025	Water/Fire Sewer Storm Landscape Grading	85%	\$1,847,683
Village at River Green	Name: Chris Olson Address: 2355 Log Cabin Dr. Atlanta, GA 30339 Telephone: 404-392-5264	Name: Rodney Hall Company: BGE, Inc 470-705-0885 Telephone:	09/2024 - ended	Water/Fire Sewer Storm Landscape Grading	Complete	\$4,100,000
Devin Shire Townhomes	Name: Chris Olson Address: 2355 Log Cabin Dr. Atlanta, GA 30339 Telephone: 404-392-5264	Name: Rodney Hall Company: BGE, Inc 470-705-0885 Telephone:	9/2024 - ended	Water/Fire Erosion Sewer Storm Asphalt	Complete	\$2,100,000
Hamilton Hills	Name: Joel Reed Address: 1585 S Ponce De Leon Avenue Atlanta, GA 30307 Telephone: 608-835-3900	Name: Barry Dunlap Company: Paradigm Engineering 770-605-6030 Telephone:	6/2024 - ended	Sewer Storm Irigation Landscape Water/Fire Concrete	Complete	\$1,984,000
Crescent Drive	Name: Cameron Grogan Address: 1389 Peachtree St NE Atlanta, GA 30309 Telephone: 404-548-7128	Name: Irwin Reid Company: Kimley-Horn and Associates 770-545-6106 Telephone:	3/2025 - ended	Water/Fire Erosion Sewer Storm Asphalt	Complete	\$1,557,771
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

PROJECT # 1	
Owner	Diversified (Briscoe)
Address	2104 Vista Dale Ct
City/State	Tucker Ga 30084
Contact	Diversified
Phone	678-257-2657
Arch/Eng	Leo Steinberg
Contact Phone	679-257-2657
Project Amount	\$294,805
Project # 2	
Owner	COA EMS 37 (City of Atlanta)
Address	6755 Peachtree Industrial blvd.
City/State	Atlanta GA 30360
Contact	Dwayne Cheaton
Phone	888-706-0661
Arch/Eng	City of Atlanta
Contact Phone	888-706-0661
Project Amount	\$323,190.00
Project # 3	
Owner	Gorman GC(Residneces at Westview LLC)
Address	2576 MLK Jr. SW
City/State	Atlanta GA, 30311
Contact	Joseph Deleo
Phone	608-835-7449
Arch/Eng	Residences at Westview LLC
Contact Phone	608-835-3900
Project Amount	\$1,994,000.00
Project # 4	
Owner	Vertical Earth(View of Canton Apartments)
Address	6025 Matt Hwy
City/State	Cumming GA, 30028
Contact	Kaushal Kanani
Phone	1-770-888-2224
Arch/Eng	VE
Contact Phone	1-678-239-5720
Project Amount	\$2,620,000.00
Project # 5	
Owner	HAS CONSTUTION LLC (Woodsprings Suties Hotel)
Address	2310 Satelite Blvd.
City/State	Duluth, GA. 30096
Contact	Larry Bellski
Phone	1-678-239-5720
Arch/Eng	HAS CONSTRUCTION LLC
Contact Phone	1-678-239-5720
Project Amount	\$1,065,775.72

Complete Site Project References

Project Name:	Old Atlanta Rd & Melody Mizer Road
Project Description:	Erosion, Paving, Sidewalks, Storm/Sanitary Sewer, Guardrail, Striping/Signs
Project Cost:	\$2,444,900.00
Owner:	City of Forsyth County, Georgia
Location:	514 West Maple Street, Suite 104 Cumming, Georgia 30040
Date Started:	18-Feb
Date Completed:	19-Apr
Contact Name:	Ricky J. Scarboro
Phone Number:	(770) 781-2104
Email Address:	RJScarboro@forsythco.com

Project Name:	Samples Road from S.R. 20 to Buford Dam Road
Project Description:	Grading/Drainage, Sidewalk, Landscape, Striping/Signs, Storm/Sanitary Sewer
Project Cost:	\$1,375,388.00
Owner:	Forsyth County, GA
Location:	Cumming, GA
Date Started:	18-Oct
Date Completed:	19-May
Contact Name:	Ricky J. Scarboro
Phone Number:	(770) 781-2104
Email Address:	RJScarboro@forsythco.com

Project Name:	Racetrac #1328 Hwy 9-Alpharetta, GA
Project Description:	Storm Water, Fire, Asphalt, Erosion
Project Cost:	\$1,742,388.00
Owner:	Racetrac Petroleum
Location:	Alpharetta, GA
Date Started:	19-Sep
Date Completed:	19-Aug
Contact Name:	Jerry Brown
Phone Number:	(678) 898-9481
Email Address:	jbrown@tritonconstructiongroup.com

Project Name:	Residence at Westview (Atlanta, GA)
Project Description:	Erosion, Grading, Paving, Sidewalk, Curb & Gutter, Landscape, Granite, Lighting
Project Cost:	\$1,368,819.85
Owner:	Gorman General Contractors, LLC
Location:	200 N. Main Street Oregon, WI 53575
Date Started:	22-Jan
Date Completed:	23-Nov
Contact Name:	Rob Padley
Phone Number:	(608) 320-5330
Email Address:	rpadley@GormanUSA.com

Project Name:	Village at River Green (Canton-Cherokee)
Project Description:	Erosion, Paving, Curb & Gutter, Striping/Signs, Fence, Storm/Sanitary Sewer
Project Cost:	\$3,876,179.60
Owner:	JW Collection
Location:	2355 Log Cabin Dr SE Atlanta, GA 30339
Date Started:	23-Jul
Date Completed:	24-May
Contact Name:	Chris Olson
Phone Number:	(404) 392-5264
Email Address:	colson@jwcatlanta.com



SUB-CONTRACTOR REFERENCES

COMPANY RBC CONTRACTING INC.
ADDRESS 409 ARISTIDES WAY CANTON, GA 30115
PHONE NUMBER (404) 918-4777
CONTACT NAME BRIAN COROI
CONTACT EMAIL BRIAN@RBCTRUCKS.COM

COMPANY DRY CREEK LAND DEVELOPMENT, LLC
ADDRESS 152 HOLCOMB RD NW ADAIRSVILLE, GA 30103
PHONE NUMBER (770) 548-8675
CONTACT NAME TONY RAMOS
CONTACT EMAIL DRYCREEKLANDDEVELOPMENT@GMAIL.COM

COMPANY APEX FENCE
ADDRESS 8521 KNOX BRIDGE HWY CANTON, GA 30114
PHONE NUMBER (770) 425-0048
CONTACT NAME BRAIN LANDFRIED
CONTACT EMAIL INFO@APEXFENCECOMPANY.COM

COMPANY C & S PAVING, INC
ADDRESS 786 Ruby St, Marietta, GA 30066, US
PHONE NUMBER (770) 422-9124
CONTACT NAME BRAD TANNER
CONTACT EMAIL brad@cspaving.com

City/County References

CITY/COUNTY	ADDRESS	CONTACT NAME	PHONE
CITY OF FAIRBURN, GA	26 W. Campbellton St. Fairburn, GA 30213	Lester Thompson	(770) 964-2244 ext. 306
CITY OF UNION CITY, GA	6524 Landrum Lane Union City, GA 30291	Lonnie Ferguson	(678) 502-0785
CITY OF CANTON, GA	110 Academy St Canton, GA 30114	Kelly Pendley	(770) 720-7674

STATEMENT OF EQUIPMENT

Show machinery and other equipment available to Contractor for prosecuting the Work included in Contract.

Available Machinery and Other Equipment Kind - Size - Capacity	Location	Ownership	Date Proposed To Be Placed On Job Site
JOHN DEERE 450K	CANTON, GA	OWNED	AS REQUESTED
JOHN DEERE 650 P-TIER	CANTON, GA	OWNED	AS REQUESTED
JOHN DEERE 650 P-TIER	CANTON, GA	OWNED	AS REQUESTED
JOHN DEERE 210G	CANTON, GA	OWNED	AS REQUESTED
JOHN DEERE 350	CANTON, GA	OWNED	AS REQUESTED
JOHN DEERE 85G	CANTON, GA	OWNED	AS REQUESTED
JOHN DEERE 85G	CANTON, GA	OWNED	AS REQUESTED
KUBOTA KX080-4S2	CANTON, GA	OWNED	AS REQUESTED
KUBOTA KX040-4R/A	CANTON, GA	OWNED	AS REQUESTED
KUBOTA KX040-4R/A	CANTON, GA	OWNED	AS REQUESTED
SANY SY75C	CANTON, GA	OWNED	AS REQUESTED
SANY SY215C9C5KL	CANTON, GA	OWNED	AS REQUESTED
BOBCAT E42	CANTON, GA	OWNED	AS REQUESTED
BOBCAT E42	CANTON, GA	OWNED	AS REQUESTED
JOHN DEERE 524P	CANTON, GA	OWNED	AS REQUESTED
JOHN DEERE 524P	CANTON, GA	OWNED	AS REQUESTED
KUBOTA SVL95-2S	CANTON, GA	OWNED	AS REQUESTED
KUBOTA SVL95-2S	CANTON, GA	OWNED	AS REQUESTED
KUBOTA SVL95-2S	CANTON, GA	OWNED	AS REQUESTED

The above is a true statement of the equipment available to the undersigned Bidder for prosecuting the Work included in the Contract. Where it is shown that the equipment is not owned by the Bidder, arrangements have been made to use the equipment.

Details

Legal Business Name

9P2Q9

Doing Business As (DBA)

COMPLETE SITE LLC

Division Name

CAGE Information

CAGE

9P2Q9

UEI

FHBDMM657494

Status

Active

Type

Non-Manufacturer

Established

09/14/2023

CAGE Update Date

09/14/2023

CAGE Expiration

09/14/2028

SAM Expiration

09/05/2024

Contact Information

POC

JASON MOODY

Phone

4048491343

Fax

International

Address

138 MOOSE LOOP RD

P.O. Box

City

CANTON

County

CHEROKEE

State/Province

GA

Country

UNITED STATES

Zip/Postal

30114 2625

Corporate URL

Ownership of Offeror Information

Highest Level Owner

Information not Available

Immediate Level Owner

Information not Available

List of Offerors (0)

Information not Available

Additional Information

CAO-PAY

51002A-HQ0338

2024
Cherokee County Occupation Tax Certificate

This certifies that the business or individual listed below is hereby authorized to
conduct business within the Unincorporated Areas of Cherokee County.

LC20230000554

Complete Site, LLC

3510 Ball Ground Hwy, Canton, GA 30114

This certificate is to be displayed conspicuously at the location of business, and is not transferable or assignable.

OTC20240004385

Issuance Number

238910

NAICS Code

Commercial

TYPE

**Cherokee
County**



GEORGIA

Shannon Griffith

License Officer

October 08, 2024

Date Issued

Occupation tax is payable annually
starting January 1

Date Due

FireRMS:

OccNum:



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: William Harvey Denmark, Jr

Address:

Canton GA 30114

Primary Source License Information

Lic #:	RLQA003998	Profession:	Residential/General Contractor	Type:	Residential Light Qualifying Agent
Secondary:		Method:	Application/Prior Approval	Status:	Active
Issued:	10/19/2016	Expires:	6/30/2026	Last Renewal Date:	5/6/2024

Associated Licenses

Relationship: Supervisor

Licensee: Triton Construction Group LLC

License Type: Residential Light Company

License #: RLCO003998

License Status: Active

Established: 10/19/2016

Association Date: 10/13/2016

Expiry:

Type: Prerequisite

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: May 7, 2024 10:59:39

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 844-753-7825.



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Complete Site LLC

Owner: Jason Moody

Address: 3510 Ball Ground Hwy

Canton GA 30114

Primary Source License Information

Lic #:	UC302615	Profession:	Utility	Type:	Utility Contractor
Secondary:		Method:	Application	Status:	Active
Issued:	6/9/2022	Expires:	4/30/2027	Last Renewal Date:	4/7/2025

Associated Licenses

Relationship: Supervisor

Licensee: O'Briant, Dennis W.

License Type: Utility Manager

License #: UM102562

License Status: Active

Established: 6/9/2022

Association Date: 6/8/2022

Expiry:

Type: Prerequisite User

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: May 13, 2025 7:57:3

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 844-753-7825.



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
LICENSE NO. UM102562

Dennis W. O'Briant

117 Pawnee Street
Waleska GA 30183

Utility Manager

EXP DATE - 04/30/2027 Status: Active
Issue Date: 10/13/2017

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

Dennis W. O'Briant
117 Pawnee Street
Waleska GA 30183



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
License No. UM102562

Dennis W. O'Briant

117 Pawnee Street
Waleska GA 30183

Utility Manager

EXP DATE - 04/30/2027 Status: Active
Issue Date: 10/13/2017



STATE OF GEORGIA

Brad Raffensperger, Secretary of State

State Licensing Board for Residential & General Contractors

Residential Light Commercial Company

LICENSE NO. RLCO005153

Complete Site LLC

3510 Ball Ground Hwy, Suite 1000

Canton, GA 30114

Qualifying Agent: William Harvey Denmark Jr

Qualifying Agent License No: RLQA005150

Expiry Date - 06/30/2026

Status - Active

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 GOALS Portal <https://goals.sos.ga.gov/>.

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

Georgia Professional Licensing Boards Division

3920 Arkwright Rd, Suite 195

Macon, GA 31210

Phone: (404) 424-9966

<https://goals.sos.ga.gov/>.



STATE OF GEORGIA

Brad Raffensperger, Secretary of State

State Licensing Board for Residential & General Contractors

Residential Light Commercial Company

LICENSE NO. RLCO005153

Complete Site LLC

3510 Ball Ground Hwy, Suite 1000

Canton, GA 30114

Qualifying Agent: William Harvey Denmark Jr

Qualifying Agent License No: RLQA005150

Expiry Date - 06/30/2026

Status - Active

SECTION 00110 PROPOSAL SCORING SHEET – (FOR OWNER ENTRY)

Company Name: COMPLETE SITE

- | | |
|---|--------------------|
| 1. Proposed Price & Method – | <u>35</u> / 35 pts |
| 2. Project Timeline | <u>15</u> / 15 pts |
| 3. Completeness of proposal | <u>19</u> / 25 pts |
| 4. Reputation and reliability of contractor | <u>25</u> / 25 pts |
| TOTAL <u>94</u> / 100 pts | |

COMMENT:

Proposal bid schedule is accurate. Not overall lowest bid. References provided positive
recommendation of workmanship.



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor and Council

MEETING DATE

1/20/2026

AGENDA ITEM

Arcadis Task Order No. 005B Amendment for North Glenwood Avenue
Drainage Improvements

DEPARTMENT

Public Works

REQUESTED BY

Chad Townsend

REVIEWED/APPROVED BY CITY ATTORNEY?

No

COST

\$5,000.00

FUNDING SOURCE IF NOT IN BUDGET

N/A

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

This amendment is to cover additional costs associated with finalizing the
construction plans of the designed drainage improvements.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 005B
Task Order Date: January 13, 2025

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

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

Client's Project Number: _____

Project Name: 631 N. Glenwood Avenue – Design Services Extension

Client's Representative: Jackson Sheppard

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

Arcadis's Job Number: _____

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

3. Time Schedule: Arcadis shall use reasonable efforts to complete its work by: 90 days of Notice to Proceed

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

\$ 5,000 [] This Task Order's Method of Payment is incorporated and attached as Attachment 2.

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

6. Amendment: [1] This Task Order amends a previously executed Task Order: Ridge Street Drainage Study

Previous Task Order Number: 005A Previous Task Order Date: July 14, 2022

ISSUED AND AUTHORIZED BY:
Client

ACCEPTED AND AGREED TO BY:
Arcadis, INC.

By: _____

By:  _____

Title: _____

Title: Principal Engineer

PROFESSIONAL SERVICES TASK ORDER
Task Order Number: 005B

Attachment 1
Description of Project & Scope of Work

Introduction

The City of Dalton Public Works Department has requested that Arcadis prepare this proposal to provide final design engineering and permitting support to develop infrastructure improvements related to known flooding issues along North Glenwood Avenue. Previously, Arcadis conducted a drainage study of the area and identified various improvements which could be implemented to reduce flooding within the basin. The findings were published in a technical memorandum (North Glenwood Avenue Drainage Study – Improvement Scenarios) was dated August 18, 2021. This scope of work is designed to assist the City with development of final construction plans for a new drainage system from 631 N Glenwood Avenue and terminating immediately downstream of North Elm Street and referred to as Scenario D in the findings.

Scope of Work

The scope of work for this Task Order will be limited to assisting the City with finalizing plans based on 60% design plans previously finalized and permit negotiations conducted by the City with the property owners. Under the previous Task Order 005B, Arcadis was able to advance the plans to approximately 90% complete and needs to finalize the plans for permitting and bid.

Support Services will include:

- Finalizing Plans for Permitting
- Permitting support with the County for issuance of a Land Disturbance Permit,
- Support for the development of bid documents

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 005B

Attachment 2

Task Order Payment Terms

All work will be completed on a time and materials basis for a fee not to exceed the amount listed in this Task Order based on the 2026 rate table below.

2026 Rate Schedule

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

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

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

*Mileage will be billed at the current federal mileage rate

PROFESSIONAL SERVICES TASK ORDER
Task Order Number: 005B

Attachment 3
Special Conditions

None.



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

1/20/2026

AGENDA ITEM

Professional Services Agreement with Atlas Technical Consultants LLC for Bridge Assessments

DEPARTMENT

Public Works

REQUESTED BY

Chad Townsend

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

\$30,853.13

FUNDING SOURCE IF NOT IN BUDGET

Public Works General Fund Budget

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

This request is to approve a Professional Services Agreement with the engineering consultant Atlas Technical Consultants LLC, which includes assessing the condition of four bridges within the City and identifying repairs required to maintain the structures in safe operation. Should this be approved, the consultant will complete the services within four weeks after the site visits, with additional technical services provided as needed through December 31, 2026. See the attached agreement for details.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

This AGREEMENT is made this 13th of January 2026, by and between City of Dalton (CLIENT) at 300 W. Waugh St., Dalton, Georgia 30720 and ATLAS TECHNICAL CONSULTANTS LLC, its employees, officers, directors, affiliates, subsidiaries, and agents (ATLAS) at 2450 Commerce Ave., Suite 100, Duluth, Georgia 30096.

Whereas, CLIENT intends to employ ATLAS to provide professional engineering services for city owned bridges (hereinafter referred to as "Services");

Whereas, ATLAS desires to contract with CLIENT and perform such Services and CLIENT desires to accept such Services;

Now, therefore, in consideration of the terms and conditions hereinafter set forth, the parties mutually agree as follows:

DESIGNATED REPRESENTATIVES Except as expressly specified otherwise in writing, the parties designate the following named individuals as their authorized representatives to provide approvals, directives, and permissions, including changes, and to receive notices or other communications under this agreement at the following addresses:

ATLAS: Todd I. Long, 2450 Commerce Ave., Suite 100, Duluth, Georgia 30096

CLIENT: Andrew Parker, 300 W. Waugh St., Dalton, Georgia 30720

PROPOSAL NAME/NUMBER/DATE: Bridge Rehabilitation Engineering Services / January 13, 2026

1. SERVICES TO BE PERFORMED ATLAS shall perform the Services as described in the Proposal referenced above, which is attached hereto as Exhibit A and incorporated into this Agreement by reference. The Proposal describes the work to be performed (Services), the location (Site), fees and/or rates to be charged, certain special conditions of performance including equipment, sampling protocols, and necessary reimbursable expenses. ATLAS will be authorized to proceed with the Services, when CLIENT indicates its acceptance by signing this Agreement or, if not practical because of timing or other constraints, by e-mail to ATLAS. The Proposal, this Agreement and any attachments pertaining thereto shall comprise the Contract Document.

2. ADDITIONAL SERVICES If any additional or different Services are required to complete an existing Proposal, these additional Services shall be conveyed to CLIENT and approved by the CLIENT in writing.

3. COMPENSATION CLIENT will pay ATLAS for Services and expenses in accordance with the Proposal. ATLAS will make reasonable, good faith efforts to perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by ATLAS. CLIENT recognizes that unforeseen circumstances along with changes in scope and schedule can influence the completion of Services within the estimated costs. The use of an estimate of fees or a "not to exceed" limitation is ATLAS's professional judgment of costs, given the information that was provided but is not a guarantee that the Services will be completed for that amount. ATLAS will submit periodic invoices to CLIENT together with reasonable supporting documentation requested by CLIENT and a final bill upon completion of its services. Unless otherwise agreed in writing, there shall be no retainage. Payment is due within thirty (30) days of the invoice date regardless of whether CLIENT has been reimbursed by any other party. ATLAS reserves the right to assess a finance charge of 1.5% per month, calculated from the invoice due date, on any invoices not paid within thirty (30) days. ATLAS reserves the right to withhold reports until payment is received and may further suspend work and vacate the site if all undisputed payment amounts are not received within sixty (60) days after the invoice date.

If CLIENT objects in good faith to any portion of an invoice, CLIENT must so notify ATLAS within ten (10) days of receipt of the invoice, identifying the cause of disagreement, and pay when due the portion of the invoice not in dispute. The parties will immediately make every effort to resolve the disputed portion of the invoice. Any dispute over invoiced amounts due which cannot be resolved within fourteen (14) days by direct negotiation between the parties shall be resolved in accordance with

the Dispute Resolution provisions of this Agreement. Payment thereafter will first be applied to accrued interest and then to the unpaid principal amount. Finance charges as stated above shall be paid by the CLIENT on all disputed invoice amounts that are subsequently resolved in ATLAS's favor, calculated on the unpaid balance from the due date of the invoice.

4. PREVAILING WAGE It shall be CLIENT's sole responsibility to notify ATLAS in writing of any prevailing wage requirements before any services are performed for the project. In the event notification is not given to ATLAS, CLIENT shall be fully responsible for payment of all fines, penalties, and/or damages imposed upon ATLAS.

5. EXPENSES Unless otherwise stated in the Proposal, CLIENT agrees to pay ATLAS for its reimbursable expenses, in addition to its fees. Reimbursable expenses are expenditures made by ATLAS in the interest of the contracted Services. Reimbursable expenses shall be billed, and paid, in accordance with the schedule included with the Proposal. ATLAS will submit a Change Order to CLIENT detailing other reimbursable expenses not outlined in the Proposal.

6. INSURANCE ATLAS agrees that it now carries, and will continue to carry during the performance of any Services under this Agreement, Workers' Compensation and Employer's Liability, Commercial General Liability (including Contractual Liability), Commercial Automobile Liability, Professional Liability and Contractor's Pollution Liability insurance coverage with limits at or above those described, as follows:

a. Workers' Compensation (statutory)	
Employer's Liability	
Each accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000
b. Commercial General Liability	
Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	
Products and Completed	\$2,000,000
Operations Aggregate	\$2,000,000
c. Commercial Automobile Liability	
Combined Single Limit	\$1,000,000
d. Errors and Omissions / Professional Liability	
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
e. Contractor's Pollution Liability	
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

7. OBLIGATIONS OF CLIENT CLIENT warrants that all information provided to ATLAS concerning the required Services is complete and accurate to the best of CLIENT's knowledge. CLIENT agrees to advise ATLAS prior to commencement of the Services, and during the work, of any hazardous conditions on or near the Site known to CLIENT. CLIENT understands that ATLAS is relying upon the completeness and accuracy of information supplied to it by CLIENT and ATLAS will not independently verify such information unless otherwise provided in the Service Order.

8. STANDARD OF CARE ATLAS's Services as defined by the Proposal shall be performed in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by members of the same profession currently providing similar services under similar circumstances at the time the Services were provided. No other representation nor a warranty of any kind, express or implied, is made or intended by ATLAS, its employees or agents, in connection with the Services provided under this Agreement. CLIENT agrees to give ATLAS written notice of any breach or default under this Section 8 within one (1) year of the completion of the Services and to provide ATLAS a reasonable opportunity to cure such breach or default, without the payment of additional fees to ATLAS, as a condition

precedent to any claim for damages.

9. LIMITATIONS OF METHOD RELIABILITY The CLIENT recognizes and agrees that all testing and remediation methods have inherent reliability limitations; no method or number of sampling locations can guarantee that a condition will be discovered within the performance of the Services as authorized by the CLIENT. The CLIENT further acknowledges and agrees that reliability of testing or remediation methods varies according to the sampling frequency and other variables and that these factors, including cost, have been considered in the CLIENT's selection of Services. ATLAS's observations and standardized sampling, inspection and testing procedures employed only represent conditions observed and activities only at the precise location and time where and when Services were performed at the time of the Site visit. CLIENT recognizes that conditions of materials and activities at other locations may vary from those measured or observed, and that conditions at one location and time do not necessarily indicate the conditions of apparently identical material(s) at other locations and times. ATLAS is not responsible for changes that may occur to the Site after ATLAS completes the Services.

10. CONTROL OF WORK AND JOB-SITE SAFETY ATLAS shall be responsible for its activities and that of its employees and subcontractors, and CLIENT acknowledges that ATLAS will not direct, supervise or control the work of other consultants and contractors or their subcontractors. Furthermore, ATLAS shall not guarantee or be responsible for health and safety, procedures, construction means, methods, techniques, sequences, or procedures, nor be responsible for the acts or omissions of contractors or other parties on the Site. ATLAS's testing, observation, or inspection of the work of other parties on a project, even if performed on a continuous basis, shall not relieve such parties of their responsibility to perform their work in accordance with applicable plans, specifications and safety requirements. Continuous monitoring by ATLAS's employees does not mean that ATLAS is observing or verifying all Site work or placement of all materials. CLIENT agrees that ATLAS will only make on-Site observations appropriate to the Services provided by ATLAS and will not relieve others of their responsibilities to perform the work.

11. TEST AND SAMPLING LOCATIONS Unless otherwise specified in the Proposal, the Services do not include surveying the Site or precisely identifying sampling, inspection or test locations, depths or elevations, and any sampling, inspection and test locations, depths and elevations will be based on field estimates and information furnished by CLIENT and its representatives. Unless stated otherwise in the report, the accuracy of any test or sampling locations and elevations will be commensurate only with approximate measurements or estimates. CLIENT should retain the services of a professional surveyor if greater accuracy is required. CLIENT will furnish a diagram indicating the accurate location of the Site. Sample locations may also be indicated on the diagram. ATLAS reserves the right to deviate a reasonable distance from the boring and sampling locations unless the CLIENT specifically revokes this right in writing at the time the diagram is supplied.

12. INTERPRETATION OF DATA ATLAS is responsible only for those data, interpretations, and recommendations regarding the actual materials and activities observed, sampled, inspected or tested, and shall not be responsible for the use or interpretation of ATLAS data by third parties, or the information developed by third parties from such data. CLIENT acknowledges that subsurface conditions may vary from those encountered at the locations where the borings, surveys, or explorations are made by ATLAS. CLIENT further recognizes that the data interpretations and recommendations of ATLAS's personnel are based solely on the information available to them, and that ATLAS may make certain inferences based upon the information derived from these observations, samples, inspections, or tests to formulate professional opinions regarding conditions in other areas.

13. THIRD PARTY INFORMATION ATLAS is dependent on information available from various governmental agencies and private database firms to aid in evaluating the history of the Site. ATLAS shall not be liable for any such agency's or database firm's failure to make relevant files or documents properly available, to properly index files, or otherwise to fail to maintain or produce accurate or complete records.

14. SITE ACCESS CLIENT grants or shall obtain for ATLAS a right of entry to all parts of the Site necessary to complete the requested Services and unless otherwise specified in the Proposal, it represents that it has obtained the applicable permits and licenses for the proposed Services. If CLIENT does not own the Site, CLIENT represents that it has or will obtain prior to the commencement of the Services, the authority and permission of the owner and/or the occupant of the Site.

Unless otherwise specified in the Proposal, ATLAS is not liable for damages caused by exploratory demolition or

investigation to identify, quantify, or evaluate building materials, systems, and/or components not readily accessible to ATLAS during ATLAS's performance of the Services. ATLAS is not responsible for unforeseen conditions that exist on the Site within building systems that prohibit or deter ATLAS from gaining access to building materials, systems, and/or components.

15. ENGINEERING AND CONSTRUCTION SERVICES If the Services requested only require geotechnical engineering, subsurface exploration, construction materials testing, and/or engineering, ATLAS assumes that there are no hazardous substances or constituents in the soils or groundwater underlying the Site. ATLAS's duties and responsibilities are limited to performing tests and monitoring of specific construction activities as outlined in the Proposal. Unless otherwise specified in the Proposal, any consulting, testing or monitoring related to environmental conditions, including, but not limited to hazardous waste, soil or groundwater contamination, or air pollutants are not part of ATLAS's engineering and construction Services. If it becomes apparent during the field exploration that hazardous substances or constituents may be present, field operations will be terminated without liability.

16. OPINIONS OF COSTS ATLAS may, subject to the terms and limitations set forth in this Agreement, provide estimates relative to costs for remediation or construction as appropriate based on available data, designs, or recommendations. However, these opinions are intended to provide information on the range of costs and are not intended for reliance or use in firm budgeting or negotiation unless specifically agreed to in writing by ATLAS. CLIENT acknowledges that ATLAS's estimate may end up being substantially different than the ultimate cost.

17. UTILITIES Unless otherwise specified in the Proposal, it is CLIENT's responsibility to mark or furnish the locations of all underground man-made obstructions at all Sites that the CLIENT owns and/or operates.

18. ROOF CUTS Unless otherwise specified in the Proposal, if roof cuts/samples are required by the Services, it is the CLIENT's responsibility to make appropriate repairs. If a roofing contractor or maintenance personnel selected by CLIENT is not on the roof to make repairs at the time samples are obtained, ATLAS may make temporary repairs, which may result in additional charges. ATLAS personnel are not certified in roofing repair, therefore under no circumstances, shall ATLAS be responsible for any water damage to the roofing system, building, or its contents resulting from ATLAS's temporary repairs.

19. SAMPLES AND EQUIPMENT Unless otherwise specified in the Proposal or required by law, ATLAS will not retain any samples obtained from the Site. At no time does ATLAS assume title to the samples; all samples shall remain the property of the CLIENT.

All laboratory and field equipment contaminated during ATLAS's Services that cannot be readily and adequately cleansed of its hazardous contaminants shall become the property and responsibility of CLIENT. CLIENT shall purchase all such equipment as an expense of the Services, and it shall be turned over to CLIENT for proper disposal unless otherwise specified in the Proposal.

20. HAZARDOUS CONDITIONS OR SUBSTANCES The CLIENT acknowledges that Services that include hazardous or toxic materials and/or investigations of chemicals involve inherent uncertainties, such as limitations on laboratory analytical methods and variations in subsurface conditions. Such uncertainties may adversely affect the results of the Services, even though the Services are performed with skill and care. CLIENT further acknowledges that ATLAS has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, substance or constituent at the Site. All Site generated hazardous and non-hazardous waste, including used disposable protective gear and equipment, are the property of the CLIENT.

21. RIGHT TO STOP WORK If, during the performance of the Services, any unforeseen hazardous substance, material, element, constituent, condition, or occurrence is encountered which, in ATLAS's reasonable judgment significantly affects or may affect the Services provided, the risk involved in providing the Services, or the recommended scope of Services, ATLAS may immediately suspend work.

22. ATLAS INDEMNIFICATION To the fullest extent permitted by law, ATLAS shall indemnify and hold harmless CLIENT against claims, demands, and lawsuits to the extent arising out of or caused by the negligence or willful misconduct of ATLAS in connection with activities conducted in the performance of the Services.

23. LIMIT OF LIABILITY ATLAS's total liability for all claims or causes of action of any kind, including but not limited to negligence, bodily injury or property damage, breach of contract or warranty, shall not exceed Fifty Thousand Dollars

(\$50,000) or ATLAS's total fee for the Services rendered under this Agreement, whichever is greater.

24. CONSEQUENTIAL DAMAGES In no event shall either party be liable to the other party for any consequential, incidental, punitive, liquidated or indirect damages, including but not limited to loss of income, loss of profits, loss or restriction of use of property, or any other business losses, regardless if such damages are caused by breach of contract, negligent act or omission, other wrongful act, or whether ATLAS shall be advised, shall have other reason to know, or in fact shall know of the possibility of such damages.

25. WARRANTY ATLAS is not a manufacturer. If any equipment is used or purchased by ATLAS for a Proposal the manufacturer's warranties if any on the equipment are solely those of the manufacturer. ATLAS makes no other representation, guarantee, or warranty, expressed or implied, in fact or by law, whether of merchantability, fitness for any particular purpose or otherwise, concerning any of the goods or Services which may be furnished by ATLAS to CLIENT.

26. DOCUMENTS Project-specific documents and data produced by ATLAS under this Agreement shall become the property of CLIENT upon completion of the Services and payment of amounts owed ATLAS. ATLAS shall have the right, but not the obligation, to retain copies of all such materials.

27. RELIANCE Documents and data (including reports) produced by ATLAS pursuant to this Agreement relate solely to the Services for which Atlas has been retained, and are not intended or represented by ATLAS to be suitable for use or reliance beyond the scope or purpose for which they were originally prepared. No third party may rely upon such documents and data without the prior written consent of Atlas. Any such unauthorized use or dissemination will be at the sole risk and expense of the CLIENT or such third party.

28. CONFIDENTIALITY ATLAS shall treat as confidential all business or technical information furnished by CLIENT which CLIENT identifies as being confidential in writing. ATLAS shall only utilize or disclose such Confidential Information for the purpose of providing the Services contemplated under this Agreement. ATLAS shall not otherwise disclose or permit access to Confidential Information to any third party without the consent of CLIENT. ATLAS's employees, officers, agents, and subcontractors shall also be bound to these same obligations. ATLAS's obligations under this Section shall not apply to Confidential Information that is: (i) already in the public domain; (ii) developed independently by ATLAS; (iii) received by ATLAS on a non-confidential basis from others who had a right to disclose such Confidential Information; or (iv) is required to be disclosed by law or applicable court order, but only after actual prior written notice has been received by CLIENT and CLIENT has had a reasonable opportunity to protect disclosure of such Confidential Information.

29. (Intentionally Omitted).

30. SUBPOENAS The CLIENT is responsible for payment of ATLAS's time and expenses resulting from ATLAS's response to subpoenas issued by any party, involving any legal or administrative proceeding in which ATLAS is not named as a party, in connection with any Services performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served. ATLAS shall not object on CLIENT's behalf to any subpoena, but will make reasonable efforts to cooperate with CLIENT if CLIENT chooses to object.

31. TERMINATION OF CONTRACT This Agreement may be terminated by either party upon seven (7) days written notice provided that any incomplete or unfinished Services will remain in effect until completed, unless otherwise agreed to in writing. In the event of termination or suspension, by the CLIENT, ATLAS shall be paid for Services performed prior to the termination date plus reasonable termination and suspension expenses.

32. ASSIGNMENT Neither the CLIENT nor ATLAS may assign, or transfer its benefits, rights, duties, or interest in this Agreement without the written consent of the other party. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties.

33. FORCE MAJEURE Neither CLIENT nor ATLAS shall hold the other responsible for damages or delays in performance caused by uncontrollable events, which could not reasonably have been anticipated or prevented, including but not limited to, acts of God, the public enemy, acts or directives of the Government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity, materially different Site conditions, wars, riots, terrorism, rebellions, sabotage, fires, explosions, accidents, floods, strikes, epidemics, pandemics, viral outbreaks, or other conceded acts of workers, lockouts, or changes in laws, regulations, or ordinances.

34. NOTICES All notices given by either party to the other under this Agreement shall be in writing and may be delivered by: (i) regular mail, postage prepaid; (ii) certified or registered mail; (iii) facsimile; (iv) email; or (v) hand-delivery, to the parties at the addresses, facsimile numbers, and email addresses appearing on the first page of this Agreement, unless otherwise designated in writing. Notices sent by mail will be deemed to be received three (3) days after deposit in the mail, properly addressed. Notices sent by certified or registered mail will be deemed to be received upon the date of the acknowledgment. Notices sent by facsimile or email will be deemed to be received upon successful transmission to the proper facsimile number, provided that the sender can produce a facsimile transmission confirmation report, or upon transmission to the proper email address (with confirmation of transmission). Notices delivered by hand-delivery will be deemed to be received upon acceptance by the respective party or its agent.

35. DISPUTE RESOLUTION In any dispute arising out of or relating to this Agreement, or a breach thereof, the parties shall first make all good faith attempts to resolve any difference by businesslike negotiations. If the conflict is not settled through negotiation, it shall be submitted to nonbinding mediation unless otherwise mutually agreed to in writing. This mediation process shall be a condition precedent to either party pursuing arbitration, litigation, or some other dispute resolution procedure, and the parties agree that any such legal action taken without first submitting to dispute resolution in accordance herewith will not be ripe for adjudication. The costs of the mediation shall be equally shared by all involved parties.

36. GENERAL PROVISIONS The captions and headings throughout this Agreement are for convenience only and do not define, limit, modify, or add to the meaning of any provision of this Agreement. If any provision of this Agreement is in conflict with any provision of the Proposal, the terms and conditions of this Agreement shall prevail unless the conflict concerns the scope of Services to be provided. If any provision shall to any extent be deemed invalid, it shall be modified if possible to fulfill the intent of the parties as reflected in the original provision and the remainder of this Agreement shall not be affected.

This Contract Document represents the entire understanding between the parties and supersedes any and all prior contracts whether written or oral. Nothing contained in this Contract Document shall be construed to be for the benefit of any persons not a party to this Agreement. No third party beneficiary rights are created.

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which the Site is located. Any legal action arising out of this Agreement shall be venued in a court of competent jurisdiction within the state and county of the Site.

No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall



operate as or be construed as a waiver of any future default, whether like or different in character.
ATLAS is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility whether in contract or tort, including negligence.

37. COUNTERPARTS; ELECTRONIC SIGNATURES This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An executed copy of this Agreement that is delivered by facsimile, email or other electronic means will be deemed to have the same legal effect as delivery of an executed original copy of this Agreement. Electronic signatures shall be deemed original signatures for purposes of this Agreement, with such electronic signatures having the same legal effect as original signatures when affixed to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

ATLAS TECHNICAL CONSULTANTS LLC:

BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

CLIENT:
(Person authorized to execute contracts)

BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

EXHIBIT “A” Scope of Services

Bridge Evaluations

Bridge 1:

Structure No. 313-5047-0 – Lakemont Drive over Tar Creek

Atlas will conduct a site visit to assess the condition of the structure and identify any immediate repairs required to ensure structural stability and safe operation. Atlas will also evaluate maintenance alternatives in lieu of full replacement and investigate a long-term strategy for the structure.

Bridge 2:

Structure No. 313-5051-0 – Chattanooga Street over Mill Creek

Atlas will conduct a site visit to identify preventative maintenance activities necessary to limit deterioration and maintain the structure in a state of good repair. Atlas will also review load posting requirements and evaluate feasible options for reducing or removing existing weight restrictions.

Bridge 3:

Structure No. 313-5054-0 – Hospital Access Road over Mill Creek

Atlas will conduct a site visit to identify preventative maintenance activities necessary to limit deterioration and maintain the structure in a state of good repair.

Bridge 4:

Structure No. 313-5055-0 – Hospital Access Road over CSX Railroad

Atlas will conduct a site visit to identify preventative maintenance activities necessary to limit deterioration and maintain the structure in a state of good repair.

Additional Technical Services

Atlas will provide technical services related to the City of Dalton’s bridge inventory as needed. Services may include, but are not limited to, reviewing bridge inspection data, bridge inspection history, establishing maintenance and rehabilitation priorities, and addressing immediate structural concerns.

Schedule

Within one (1) week of the Notice to Proceed, a senior structural engineer and an engineer/inspector from Atlas will coordinate with the City of Dalton and conduct site visits to evaluate existing field conditions at all four (4) bridges.

Within two (2) weeks following completion of the site visits, Atlas will prepare and submit repair details for **Bridge 1**.

Within an additional two (2) weeks thereafter, Atlas will prepare and submit maintenance details for **Bridges 2 through 4**.

Additional technical services will be provided on an as-needed basis through **December 31, 2026**.

Fee Schedule

1. Direct Labor (Specify)				
Personnel	Est. Hours	Rate/Hr (\$)	Est. Cost (\$)	Totals (\$)
Field Site Visit				
Senior Structural Engineer	10	\$260.00	\$2,600.00	
Engineer	10	\$125.00	\$1,250.00	
Bridge 1 Details				
Senior Structural Engineer	6	\$260.00	\$1,560.00	
Senior Engineer	40	\$150.00	\$6,000.00	
Bridge 2 Details				
Senior Structural Engineer	8	\$260.00	\$2,080.00	
Senior Engineer	32	\$150.00	\$4,800.00	
Bridge 3 Details				
Senior Structural Engineer	2	\$260.00	\$520.00	
Senior Engineer	24	\$150.00	\$3,600.00	
Bridge 4 Details				
Senior Structural Engineer	2	\$260.00	\$520.00	
Senior Engineer	24	\$150.00	\$3,600.00	
Additional Technical Services				
Senior Structural Engineer	16	\$260.00	\$4,160.00	
TOTAL	174			\$30,690.00
Total Direct Labor				\$30,690.00
2. Other Direct Costs (Specify)				
Millage (225 miles at 0.725)				\$163.13
Total Other Direct Costs				\$163.13
3. Maximum Amount of Contract Proposal (1) + (2)				\$30,853.13



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

1/20/2026

AGENDA ITEM

Approval of the 2026 Equitable Sharing Agreement with the Department of Justice

DEPARTMENT

Police Department

REQUESTED BY

Chief Cliff Cason

REVIEWED/APPROVED BY CITY ATTORNEY?

N/A

COST

The amendment will not cause any changes in the funding for the original agreement

FUNDING SOURCE IF NOT IN BUDGET

N/A

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

Approval of the 2026 Equitable Sharing Agreement with the Department of Justice. This is an agreement that is reapproved each year.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: GA1550100
Agency Name: Dalton Police Department
Mailing Address: 301 Jones St
Dalton, GA 30720

Type: Police Department

Agency Finance Contact

Name: Lopez, Martha
Phone: 7062789085
Email: mlopez@daltonga.gov

Jurisdiction Finance Contact

Name: Jackson, Cindy
Phone: 706-529-2460
Email: cjackson@daltonga.gov

ESAC Preparer

Name: Lopez, Martha
Phone: 7062789085
Email: mlopez@daltonga.gov

FY End Date: 12/31/2025

Agency FY 2026 Budget: \$13,155,000.00

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance	\$22,306.19	\$28,751.99
2	Equitable Sharing Funds Received	\$0.00	\$0.00
3	Other Income	\$0.00	\$5.00
4	Interest Income	\$844.31	\$1,042.46
5	Total Equitable Sharing Funds Received (total of lines 2-4)	\$844.31	\$1,047.46
6	Equitable Sharing Funds Spent (total of lines a - n)	\$750.00	\$2,462.00
7	Ending Equitable Sharing Funds Balance (difference between line 6 and the sum of lines 1 and 5)	\$22,400.50	\$27,337.45

¹Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Administrative Costs	\$0.00	\$0.00
b	Training and Education	\$750.00	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$0.00	\$2,462.00
e	Joint Law Enforcement and Public Safety Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Prevention or Awareness Programs	\$0.00	\$0.00
j	Overtime	\$0.00	\$0.00
k	Law Enforcement Initiatives that Further Investigations	\$0.00	\$0.00
l	Salaries	\$0.00	\$0.00
m	Non-Categorized Expenditures	\$0.00	\$0.00
	Total	\$750.00	\$2,462.00

Other Income

Other Income Type	Justice Funds	Treasury Funds
Reimbursements		\$5.00

Salaries

Salary Type	Justice Funds	Treasury Funds

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information

Independent Auditor

Name: Walcott, Alex
Company: Estes & Walcott
Phone: 7065290749 **Email:** alex@esteswalcott.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES ☐ NO ☐ THRESHOLD NOT MET ☐

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse:

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations. Further, agencies are required to collect race and ethnicity data as required by 28 C.F.R. 42.106(b) and 31 C.F.R. 22.6(b).

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administered in the same manner as the jurisdiction's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The

Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ Yes ☒ No

Agency Head

Name: Cason, Cliff

Title: Chief

Email: ccason@daltonga.gov

Signature: _____ Date: _____

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Sams, Annalee

Title: Mayor

Email: asams@daltonga.gov

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

1/20/2026

AGENDA ITEM

Approval of fireworks vendor for the 2026 4th of July celebration.

DEPARTMENT

Parks and Recreation

REQUESTED BY

Steve Roberts

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

\$36,200

FUNDING SOURCE IF NOT IN BUDGET

In Budget

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

On December 10, 2025, the Parks and Recreation Department closed the RFP for a fireworks vendor for the 4th of July celebration. We received 2 submittals from Pyrotecnico and from Deep South Fireworks. Pyrotecnico has performed our fireworks over the last 10 plus years. The show has more larger shells than the Deep South proposal. After grading the proposals, the Parks and Recreation Director and the Recreation Commission recommends accepting the proposal from Pyrotecnico for \$36,200.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

PYROTECNICO FIREWORKS, INC.

This Fireworks Display Agreement ("Agreement") entered into this on **January 14, 2026** by and between PYROTECNICO FIREWORKS, INC. ("Pyrotecnico") and **City of Dalton, GA** (CUSTOMER).

Pyrotecnico, for and in consideration of the terms hereinafter mentioned, agrees to furnish to the CUSTOMER Fireworks Display(s) and related services ("Fireworks Display"), including the services of Pyrotecnico's on-site representative to take charge of and perform the Fireworks Display under the supervision and direction of the CUSTOMER. The Firework Display to be given on **July 4, 2026** (the "Display Date"), weather permitting.

The offer contained in this Agreement is only valid if it is signed and returned to Pyrotecnico by **February 14, 2026** ("Expiration Date"). Pricing and availability are only guaranteed as long as Pyrotecnico receives the signed Agreement by the Expiration Date. Customer agrees to pay Pyrotecnico the sum of **\$36,200.00 (*includes \$100.00 permit fee)** (the "Contract Price"). Pyrotecnico will invoice CUSTOMER a deposit of **\$18,100.00** is due **March 1, 2026** and the final balance shall be due **Net 10** from the Display Date. A service fee of 1 ½% per month shall be added if the account is not paid in full within 30 days of the Display Date. CUSTOMER agrees to pay any and all collection costs, including reasonable attorney's fees and court costs incurred by Pyrotecnico for any amount due under this Agreement.

Pyrotecnico and CUSTOMER agree that should inclement weather prevent the performance of the Fireworks Display on the Display Date, the parties shall agree to a mutually convenient alternate date, within three (3) months of the Display Date. If the show is rescheduled prior to Pyrotecnico's truck leaving the facility, CUSTOMER shall remit to Pyrotecnico an additional **\$5,430.00** for additional expenses in presenting the Fireworks Display on an alternate date. If the show is rescheduled after Pyrotecnico's truck leaves the facility, CUSTOMER shall remit to Pyrotecnico an additional **\$14,480.00** for additional expenses incurred. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of Pyrotecnico. In the event the CUSTOMER does not choose to reschedule another date or cannot agree to a mutually convenient date, Pyrotecnico shall be entitled to **\$18,100.00.**

Pyrotecnico agrees to furnish all necessary fireworks display materials and personnel for fireworks display in accordance with the program approved by the parties. Quantities and varieties of products in the program are approximate. After final design, exact specifications will be supplied upon request. Should this display require any Union, permit, or fire department related costs; their fees are not included in the Contract Price.

CUSTOMER will timely secure and provide the following: (a) Sufficient area for the display, including a minimum spectator set back distance of **600 FEET** at all points from the discharge area, as reflected in the attached site plan, and that this discharge area shall not have any unauthorized personnel or vehicles; (b) Funds for all permits, licenses, and approvals as required by local, state and federal laws for the Fireworks Display; (c) Protection of the display area by roping-off or similar facility; (d) Adequate police protection to prevent spectators from entering display area; (e) Search of the fallout area at first light following a nighttime display; and (f) Provide credit as "Fireworks by Pyrotecnico" in all advertising and marketing materials.

Pyrotecnico will maintain general liability, property damage, transportation and workers compensation insurance. All those entities/individuals who are listed on the certificate of insurance, provided by Pyrotecnico, will be deemed to be an additional insured on such policy. This insurance coverage specifically does not include coverage for any independent acts of negligence of any additional insured.

PYROTECNICO :

By (sign): _____

Name: _____

Title: _____

Date: _____

Address: **299 Willson Road**

New Castle PA 16101

Phone: **(724) 652-9555**

Email: **contracts@pyrotecnico.com**

CUSTOMER:

By (sign)_: _____

Name: _____

Title: _____

Date: _____

Address: _____

Phone: _____

Email: : _____



CONTACT/INSURANCE INFORMATION FORM

You must return this form with your signed Agreement for the Certificate of Insurance to be issued, and for the permit application to be completed and submitted. If information isn't applicable, please state such by indicating "N/A".

Customer Name (Entity Contracting Pyrotecnico): _____

Primary Point of Contact Name: _____

Phone: _____ Email: _____

Billing Address: _____

City, State & Zip: _____

Accounts Payable Contact: _____

Accounts Payable Email: _____

Display Date(s): _____ Display Start Time(s): _____

Rain Date(s): _____

Day-of-Display Contact Name: _____

Day-of-Display Mobile Phone Number: _____

Day-of-Display Email: _____

Display Site Location(s) and
Address(es): _____

If Pyrotecnico has produced a show at this site, has the geography changed (i.e. new structures, new terrain, etc.)? If yes, please describe:

Additionally Insured Entities (The "Customer Name" shall automatically be listed as an Additional Insured), if applicable:

The City of Dalton Display Site Plan

**North Georgia
AG Fairgrounds**

500 Legion Drive
Dalton, GA 30721

REVISED DATE:
12/16/2024

NOTES:
Site plan is drawn to an
approximate scale using
NFPA 1123, NFPA 1126 or
NFPA 160 as applicable.



★ - Firing Site FD - Fire 👤 - Audience

🚧 - Closed P - Police

○ - Safety Fallout Zone — - 600' Radius 6" Maximum Device Per Pyrotecnico 100' Per Inch Policy



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

1/20/2026

AGENDA ITEM

Change Order #8 with Integrated Builds, LLC

DEPARTMENT

Airport

REQUESTED BY

Andrew Wiersma

REVIEWED/APPROVED BY CITY ATTORNEY?

No

COST

\$1692.28

FUNDING SOURCE IF NOT IN BUDGET

Project budget

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

Knox boxes were required by the DFD for each hangar building and these were not included in the plans. Price is for 3 knox boxes.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

**CITY OF DALTON
CHANGE ORDER**

AP023-9000-45(313) Whitfield

CONTRACT CHANGE ORDER NO.: 8 or SUPPLEMENTAL AGREEMENT NO.: -

AIRPORT: Dalton Municipal Airport (DNN) DATE: January 15, 2026

LOCATION: Dalton, GA GDOT IDENTIFIER PID: T008616

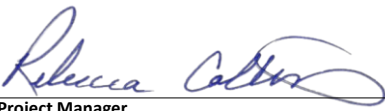
CONTRACTOR: Integrated Builds, LLC Project: Hangar Development

You are requested to perform the following described work upon receipt of an approved copy of this document or as directed by the Owner or Engineer:

Item No.	Description	Unit	Unit Price	Quantity Total	Amount Total
122	Supply and Install KnoxBox at each Hangar Building (3)	LS	\$ 1,692.28	1	\$ 1,692.28

This Change Order Total (Base Bid)	\$ 1,692.28
Previous Change Order(s) Total (Base Bid)	\$ (20,116.62)
Original Contract Total	\$ 4,028,175.80
Revised Contract Total	\$ 4,009,751.46

Contractor was required by Fire Marshall to install KnoxBoxes on each hangar building being constructed (3).

Recommended by:  1/15/2026
Project Manager Date

Approved by: _____
Owner Date

Accepted by: _____
Contractor Date



MAYOR COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE JANUARY 20, 2026

AGENDA ITEM

Budget Amendment #5

DEPARTMENT

Finance

REQUESTED BY

Cindy Jackson

REVIEWED/APPROVED BY CITY ATTORNEY?

No

COST NA

FUNDING SOURCE IF NOT IN BUDGET

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

FY 2025 BUDGET AMENDMENT #5 TO RECORD TRANSFER FEE FROM DWRSWMA, ADJUST TRANSFER FEE FROM DALTON UTILITIES TO ACTUAL, AND INCREASE BUDGETS FOR CITY CLERK, ELECTIONS, AND MUNICIPAL COURT TO COVER OVERAGES.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

2025 Budget Amendment

Amendment #5

General Fund	Increase (Decrease)	
Revenues & Transfers-In		
Transfer Fee -DWRSWMA	1,250,000	(1)
Transfer Fee -DU	250,000	(1)
	<u>\$ 1,500,000</u>	
Expenditures & Transfers-out		
Wages - City Clerk	5,000	(2)
Administrative Services - Elections	1,000	(2)
Contracted Services - Municipal Court	12,000	(2)
Wages - PD	(5,000)	(2)
Administrative Services - Admin	(1,000)	(2)
Technical Contracted Services - Admin	(12,000)	(2)
	<u>\$ -</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ 1,500,000</u></u>	

- (1) To adjust transfer fees received
- (2) To cover overages in departments (City Clerk, Elections, Municipal Court)

2015 SPLOST Fund	Increase (Decrease)	
Revenues & Transfers-in		
Interest Earned	\$ 1,000	(1)
	<u>\$ 1,000</u>	(1)
Expenditures & Transfers-out		
Infrastructure	\$ 1,000	(1)
	<u>\$ 1,000</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ -</u></u>	

- (1) To allocate interest earnings to Glenwood Ave Project

2020 SPLOST Fund	Increase (Decrease)	
Revenues & Transfers-in		
Interest Earned	\$ 150,000	(1)
	<u>\$ 150,000</u>	
Expenditures & Transfers-out		
Public Works Equipment	\$ 150,000	(1)
	<u>\$ 150,000</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ -</u></u>	

- (1) To allocate interest earned to public works equipment purchases

**2025 Budget Amendment
Amendment #5**

	Increase (Decrease)	
2024 SPLOST FUND		
Revenues & Transfers-in		
Interest Earned	\$ 14,500	(1)
	<u>\$ 14,500</u>	
Expenditures & Transfers-out		
Infrastructure	\$ 14,500	(1)
	<u>\$ 14,500</u>	
 Net Increase (Decrease) Budgeted Fund Balance	 <u><u>\$ -</u></u>	

(1) To allocate interest earned to paving

	Increase (Decrease)	
BONDED CAPITAL PROJECTS		
Revenues & Transfers-in		
Interest Earned	\$ 75,500	(1)
	<u>\$ 75,500</u>	
Expenditures & Transfers-out		
Infrastructure	\$ 75,500	(1)
	<u>\$ 75,500</u>	
 Net Increase (Decrease) Budgeted Fund Balance	 <u><u>\$ -</u></u>	

(1) To allocate interest earned to Temple - BETH-EL project



MAYOR COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE JANUARY 20, 2026

AGENDA ITEM

Budget Amendment #1

DEPARTMENT

Finance

REQUESTED BY

Cindy Jackson

REVIEWED/APPROVED BY CITY ATTORNEY?

No

COST \$1,498,000

FUNDING SOURCE IF NOT IN BUDGET 2025 CIP FUND BALANCE

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

FY 2026 BUDGET AMENDMENT #1 TO ADJUST GENERAL FUND COMMERCIAL INSURANCE BUDGETS TO ACTUAL COMMERCIAL INSURANCE COST AND TO PROVIDE BUDGETS FOR THE CAPITAL IMPROVEMENTS PROGRAM FUND FOR UNCOMPLETED 2025 PROJECTS.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

2026 BUDGET AMENDMENT #1

GENERAL FUND

	Increase (Decrease)
Expenditures & Transfers-out	
Commercial insurance - Municipal Court	\$ 1,000
Commercial insurance - Police	42,000
Commercial insurance - Fire	17,000
Commercial insurance - Public Works	25,000
Commercial insurance - Recreation	12,000
Contingency	(97,000)
	<u>\$ -</u>
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ -</u></u>

Estimated commercial premium for budget purpose was under actual premium invoiced by McGriff.

CAPTITAL IMPROVEMENTS FUND

	Increase (Decrease)
Expenditures & Transfers-out	
Carryover projects - City Admin	\$ 395,000 (1)
Carryover projects - Recreation	619,000 (1)
Carryover projects - Public Works	419,000 (1)
Carryover - Public Works Equipment Repair	65,000 (2)
	<u>\$ 1,498,000</u>
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ (1,498,000)</u></u>

- (1) Unfinished projects approved in 2025 = City Hall window & HVAC; Gym renovation & Haig Mill improvements; Public works roof & West Hills Cemetery Columbarium.
- (2) Insurance reimbursement for 2016 John Deer 6110M to be repaired by PW.



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

1/20/2026

AGENDA ITEM

Review of (2) New 2026 Alcohol Beverage Applications

DEPARTMENT

Clerk's Office

REQUESTED BY

Deputy Clerk - Gesse Cabrera

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

N/A

FUNDING SOURCE IF NOT IN BUDGET

N/A

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

Review of (2) New 2026 Alcohol Beverage application recommendations by the Public Safety Commission at the January 20, 2026 meeting.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

2026 ALCOHOL BEVERAGE APPLICATION REVIEW/APPROVAL

PSC MEETING – TUESDAY JANUARY 20, 2026

M&C MEETING – JANUARY 20, 2026

(2) 2026 ALCOHOL APPLICATION(S)

1. Business Owner: Logans Roadhouse Enterprises, LLC
d/b/a: Logan's Roadhouse #427
Applicant: Heather Jorden
Business Address: 811 Walnut Square Blvd.
License Type: Pouring Beer, Wine, Liquor (Restaurant)
Disposition: New
Staff Comments: None. Have approvals from Fire Department, Code Enforcement and City Attorney's Office

2. Business Owner: All American Entertainment, LLC
d/b/a: Big Time Billiards and Cafe
Applicant: Glenn Elrod
Business Address: 1129 S. Thornton Ave
License Type: Pouring Beer, Wine, Liquor (Restaurant)
Disposition: New
Staff Comments: None. Have approvals from Fire Department, Code Enforcement and City Attorney's Office



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

1/20/2026

AGENDA ITEM

Appointments to the Dalton-Whitfield Joint Development Authority (JDA)

DEPARTMENT

Administration

REQUESTED BY

Andrew Parker

REVIEWED/APPROVED BY CITY ATTORNEY?

No

COST

N/A

FUNDING SOURCE IF NOT IN BUDGET

N/A

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

Re-Appointment of Frank Robertson to the JDA for a 1-year term to expire January 31, 2027, and Appointment of Brian Cooksey to the JDA to fill the unexpired 3-year term of Bob Caperton to expire January 31, 2028.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

Boards & Authorities

Type	Appointment	Term	New Member	New Expiration	Current Member	Expiration
Joint Development	Authority - Joint	1 Year	Robertson, Frank	1/31/2027	Robertson, Frank	1/31/2026
Joint Development	Authority - City	3 Year	Cooksey, Brian	1/31/2028	Caperton, Bob	1/31/2028