



**MAYOR AND COUNCIL MEETING
TUESDAY, SEPTEMBER 06, 2022
6:00 PM
DALTON CITY HALL**

A G E N D A

Call to Order

Pledge of Allegiance

Approval of Agenda

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

Special Recognitions:

- [1.](#) Police Department Life Saving Award – Officer Chase Jenkins
- [2.](#) Presentation of 2022 APWA Presidential Leadership Award - Mr. Stan Brown

Minutes:

- [3.](#) Mayor and Council Minutes of August 15, 2022

New Business:

- [4.](#) (1) New 2022 Alcohol Beverage Application
- [5.](#) Arcadis Professional Services Agreement Task Order 005A for 631 N Glenwood Avenue Design Services as part of the North Glenwood Drainage Improvements Project
- [6.](#) Arcadis Professional Services Agreement Task Order 004B for Ridge Street Phases 2 and 3 Design Services as Part of the Walnut North Drainage Improvements Project
- [7.](#) 2022 LMIG Milling and Resurfacing Various City Streets Contract Award Recommendation to Bartow Paving Company Inc.
- [8.](#) Resolution 22-11 Of The Mayor And Council Of The City Of Dalton Pursuant To Chapter 1 Of Title 22 And Article 2 Of Chapter 2 Of Title 22 Of The Official Code Of Georgia Annotated For The Exercise Of The Power Of Eminent Domain For That Property Known As 312 W. Waugh Street, City Of Dalton; To Make Findings Of Public Necessity; And To Authorize The City's Legal Representative To Petition The Superior Court For An In Rem Judgment Against Said Real Estate And Appurtenances Including An Outdoor Sign Attached To The Building; And For Other Purposes.

- [9.](#) FY-2022 Budget Amendment #4 for line item adjustments requested by various departments pertaining to the General Fund, 2020 SPLOST Fund, and the Airport Grant Fund.
- [10.](#) 2022 Millage Rate Adoption
- [11.](#) First Reading Of Ordinance No. 22-20 An Ordinance Of The City Of Dalton Providing For The Sale Of Food And Beverages From Mobile Food Vehicles In Designated Areas Of The City Of Dalton And During Designated Hours; To Provide For Permitting, Inspection, And Enforcement; To Provide Penalties For Violation; To Provide For An Effective Date; To Provide For Severability; And For Other Purposes.
- [12.](#) First Reading Of Ordinance No. 22-21 An Ordinance Amending The Code Of Ordinances, City Of Dalton, Georgia, At Chapter 98, Article V To Provide For The Addition Of Section 98-50 Entitled "Naming Buildings, Streets, Parks, Bridges, And Other Property" In Order To Facilitate Requests To Name Or Rename City Owned Streets, Sidewalks, Buildings, Facilities, And Other Public Places; To Provide For Definitions, Criteria, Application Procedure And Requirements For Naming Or Renaming City Owned Streets, Sidewalks, Buildings, Facilities, Parks, Bridges, And Other Public Places And For Other Purposes.
- [13.](#) Reappointment of Judy Jolly to the Library Board for a 3-year term to expire June 30, 2025.

Supplemental Business

Announcements

Adjournment



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: September 6, 2002

Agenda Item: Police Department Life Saving Award – Officer Chase Jenkins

Department: Police

Requested By: Assistant Chief Crossen

Reviewed/Approved by City Attorney? Yes/No

Cost: \$0

Funding Source if Not in Budget

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

To present Officer Chase Jenkins with a Life Saving Award for his actions at the Trade Center during the accident at the Car Show

William C Cason III
Chief of Police
www.daltonpd.com
www.daltonga.gov



Public Safety Commission

Terry Mathis
Anthony Walker
Bill Weaver
Truman Whitfield
Alex Brown

DALTON POLICE DEPARTMENT

301 Jones Street, Dalton, Georgia 30720
Phone: 706-278-9085 • Fax: 706-272-7905

September 6, 2022

Officer Chase Jenkins
Dalton Police Department
301 Jones Street
Dalton GA 30720

Dear Officer Jenkins,

I am writing to commend you for your outstanding work on July 29, 2022 at the scene of an accident that caused multiple injuries during an event at the Northwest Georgia Trade and Convention Center. Your willingness to act quickly during a dangerous situation and your efforts on that scene were both selfless and a great example of the professionalism and courage we provide for our community every day. Your decision to use your training and equipment to address a serious injury led directly to the preservation of life. Your actions reinforce the values and mission of our department in that we aim every day to provide a safe environment with professional quality police service. I want to thank you again for your outstanding service to our community.

Best Regards,

A handwritten signature in blue ink, appearing to read "William C. Cason III".

Chief William Cason III

Award for
OUTSTANDING

PERFORMANCE



Officer Chase Jenkins

For your dedication and unselfish acts on July 29, 2022 that directly contributed to the preservation of human life. We are proud of you and your actions. You are a direct reflection of the pride we take in our profession and a great example of the selfless acts that our men and women take to help others.

September 6, 2022

Date

Cliff Cason
Chief of Police, Cliff Cason

City Administrator Receives National Public Works Honor

Thursday, September 1st, 2022

These days, Andrew Parker wears the city administrator's hat for the City of Dalton, but his public works hard hat is never far from his reach. The former director of Dalton's Public Works Department was honored last week with the American Public Works Association's (APWA) 2022 Presidential Leadership Award. Parker was surprised with the honor at the APWA's Public Works Expo in Charlotte, North Carolina.

Caption: Dalton city administrator Andrew Parker (right) receives the APWA's 2022 Presidential Leadership Award

The outgoing APWA president gives the award each year to honor an APWA member and public works professional who exemplifies the best in public works and has contributed significantly to the association's mission. The outgoing president is free to choose to give the award to anyone they feel deserving.

Outgoing APWA president Stan Brown strongly felt that Parker was deserving of the honor. When introducing the award, Brown said, "This individual was the APWA National Young Leader of the Year in 2016 and served as chapter president in 2018." During his tenure as chapter president, Brown continued, Parker helped establish an awards program and worked to align the chapter's goals, activities and structure more closely with the APWA national Strategic Plan.

"As a champion of public works, he has promoted the public works profession and enhanced APWA's advocacy efforts. His recognized leadership qualities resulted in his promotion from public works director to city administrator," Brown said. "Following a similar career path to mine, I'm excited to see how he will use this new role to further the APWA vision of 'advancing the quality of life for all.'"

Upon receiving the award, Parker got a chuckle from the audience when he said, "I'm not surprised often, but this surprised me."



About APWA

The American Public Works Association (www.apwa.net) is a not-for-profit, international organization of more than 30,000 members involved in the field of public works. APWA serves its members by promoting professional excellence and public awareness through education, advocacy, and the exchange of knowledge. APWA is headquartered in Kansas City, Mo., has an office in Washington, DC, and 62 chapters and 97 branches throughout North America.

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
AUGUST 15, 2022

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

CALL TO ORDER

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

APPROVAL OF AGENDA

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

Agenda Item - #4

On the motion of Council member Farrow, second Council member Sams, the Mayor and Council Consented to untable Agenda Item #4 Ordinance 22-22 The Request of ECM (Crawford McDonald) To Rezone from General Commercial (C-2) To High Density Residential (R-7) A Tract of Land Totaling 0.74 Acres Located At 501 N. Hamilton Street, Dalton, Georgia. Parcel (12-200-24-000). The vote was unanimous in favor.

PUBLIC COMMENTARY

There were no public comments.

PROCLAMATION - CONSTITUTION WEEK

The Mayor and Council proclaimed the week of September 17-23, 2022 as Constitution Week and urged all citizens to study the Constitution, and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

MINUTES

The Mayor and Council reviewed the Regular Meeting Minutes of August 1, 2022. On the motion of Council member Sams, second Council member Goodlett, the minutes were approved. The vote was unanimous in favor.

The Mayor and Council reviewed the LOST - Public Hearing Notes of August 5, 2022. On the motion of Council member Sams, second Council member Farrow, the minutes were approved. The vote was unanimous in favor.

ORDINANCE 22-22 A REQUEST OF ECM (CRAWFORD MCDONALD)

Ethan Calhoun, Assistant Planning Director, presented Ordinance 22-22 a request Of ECM (Crawford McDonald) To Rezone from General Commercial (C-2) To High Density Residential (R-7) A Tract of Land Totaling 0.74 Acres Located At 501 N. Hamilton Street, Dalton, Georgia. Parcel (12-200-24-000). On the motion of Council member Sams, second Council member Farrow, the request was approved. The vote was unanimous in favor.

RESOLUTION 22-09 - AGREEMENT SUMMARY AND LOST DISTRIBUTION
CERTIFICATE

City Administrator Andrew Parker presented Resolution 22-09 to Approve an Agreement Summary and LOST Distribution Certificate Between the City of Dalton And Whitfield County Concerning the Reallocation of Local Option Sales Tax Revenue. On the motion of Council member Mock, second Council member Goodlett, the Mayor and Council approved the Lost Distribution certificate and a copy of the Agreement Summary is a part of these minutes. The vote was unanimous in favor.

RESOLUTION 22-10 - BOND RESOLUTION OF THE CITY OF DALTON BUILDING
AUTHORITY AUTHORIZING THE ISSUANCE OF SERIES 2022 REVENUE BONDS FOR
DALTON

The Mayor and Council reviewed Resolution 22-10 to approve the Bond Resolution of The City of Dalton Building Authority Authorizing the Issuance of Series 2022 Revenue Bonds for Dalton Public School System Projects in The Principal Amount Of \$15,930,000. Bond Counsel Jim Woodward explained the Bonds are for City School projects only and will not impact the City's General Government Maintenance and Operation. Woodward explained the Schools Sales Tax Collection and the Schools General taxes will pay back the Bonds and the City of Dalton Government is not responsible for the debt.

Ricardo Cornejo from Davenport and Company, Financial Advisors to both the City of Dalton and the Dalton City School System, presented the RFP Results for the Revenue Bonds stating Zions Bank provided the lowest interest rate and offered maximum prepayment flexibility and no closing cost. Cornejo stated Davenport and Company recommends the School System accept the 2.77% bid from Zions Bank. Cornejo further reviewed the Final Debt Service and the Next Steps.

On the motion of Council member Mock, second Council member Farrow, the Mayor and Council approved Resolution 22-10 to authorize the Execution of a Contract Between the City and The Building Authority; To Authorize the Mayor and Other Officers and Officials of The City to Take Such Further Actions as Necessary to Provide for The Issuance and Delivery of The Revenue Bonds Described Herein; And for Other Purposes. Council member Goodlett recused himself. The motion passed.

INTERGOVERNMENTAL CONTRACT BETWEEN THE CITY OF DALTON AND THE
CITY OF DALTON BUILDING AUTHORITY - DALTON PUBLIC SCHOOL SYSTEM
PROJECT REVUNE BONDS

The Mayor and Council reviewed the Intergovernmental Contract between the City of Dalton and the City of Dalton Building Authority relating to the City of Dalton Building Authority Series 2022 Revenue Bond (Dalton Public School System Project) in the amount of \$15,930,000. On the motion of Council member Mock, second Council member Farrow, the Mayor and Council approved the Intergovernmental Agreement. Council member Goodlett recused himself. The motion passed.

INTERGOVERNMENTAL CONTRACT BETWEEN THE CITY OF DALTON AND THE CITY OF DALTON BOARD OF EDUCATION - DALTON PUBLIC SCHOOL SYSTEM PROJECT REVUNE BONDS

The Mayor and Council reviewed the Intergovernmental Contract between the City of Dalton and the City of Dalton Board of Education relating to the City of Dalton Building Authority Series 2022 Revenue Bond (Dalton Public School System Project) in the amount of \$15,930,000. On the motion of Council member Mock, second Council member Farrow, the Mayor and Council approved the Intergovernmental Agreement. Council member Goodlett recused himself. The motion passed.

PROFESSIONAL SERVICES AGREEMENT WITH GOODWYN MILLS CAWOOD (GMC)

City Administrator Andrew Parker presented the Professional Services Agreement with Goodwyn Mills Cawood (GMC) for Pentz & Cuyler Streetscape Improvements in the amount of \$247,000.00. On the motion of Council member Mock, second Council member Goodlett, the Mayor and Council approved the Agreement. The vote was unanimous in favor.

CONTRACT CHANGE ORDER WITH NORTHWEST GEORGIA PAVING, INC.

Public Works Director Chad Townsend presented the Contract Change Order with Northwest Georgia Paving, Inc. for Heritage Point Soccer Complex Project for Undercutting at Entrance Road in the amount of \$37,824.00. On the motion of Council member Mock, second Council member Farrow, the Mayor and Council approved the Change Order. The vote was unanimous in favor.

KRH ARCHITECTS CONTRACT AMENDMENT #2 FOR NEW AQUATIC CENTER

City Administrator Andrew Parker presented the KRH Architects Contract Amendment #2 for New Aquatic Center in the amount of \$14,750.00. Parker stated KRH Architects Inc. has retained the services of Counsilman Hunsaker to perform a Business Model/Operations Study for the new Dalton Aquatic Center. On the motion of Council member Mock, second Council member Goodlett, the Mayor and Council approved the Amendment. The vote was unanimous in favor.

ANNOUNCEMENT

Mayor Pennington announced the City Government offices will be closed Monday, September 5, 2022 in observance of Labor Day. The next Mayor and Council Meeting will be held Tuesday, September 6, 2022.

Mayor and Council
Minutes
Page 4
August 15, 2022

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was
Adjourned at 6:23 p.m.

Bernadette Chattam
City Clerk

David Pennington, Mayor

Recorded
Approved: _____
Post: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 09/06/2022

Agenda Item: (1) New 2022 Alcohol Application

Department: City Clerk

Requested By: 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:

(1) New 2022 Alcohol Application – Review and approval by the Mayor & Council.

2022 ALCOHOL BEVERAGE APPLICATION APPROVAL
M&C MEETING – TUESDAY SEPTMEMBER 6, 2022

(1) 2022 ALCOHOL APPLICATION(S)

- | | |
|--------------------|--|
| 1. Business Owner: | Jeeana Discount, LLC |
| d/b/a: | Smoking Bunny |
| Applicant: | Kenil Kumar Patel |
| Business Address: | 320 W. Walnut Ave. |
| License Type: | Package Beer, Package Wine (Convenience Store) |
| Disposition: | New |



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 09/06/2022

Agenda Item: Professional Services Agreement Task Order 005A for 631 N Glenwood Avenue Design Services as part of the North Glenwood Drainage Improvements Project

Department: Public Works

Requested By: Jackson Sheppard

Reviewed/Approved by City Attorney? No

Cost: \$59,835.00

Funding Source if Not in Budget Bonded Capital Projects

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

This request is to approve the Professional Services Agreement with Arcadis for design services for the drainage improvements shown in the delivered improvement scenario memo dated August 2, 2021.

Arcadis will have 180 days to complete the work following being issued Notice to Proceed.

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

PROFESSIONAL SERVICES TASK ORDER

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

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

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: 180 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:

\$ 59,835 [] 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: 005 Previous Task Order Date: February 10, 2021

ISSUED AND AUTHORIZED BY:
Client

ACCEPTED AND AGREED TO BY:
Arcadis, INC.

By: _____

By: _____

Title: _____

Title: _____

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 005A

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 engineering 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 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.

Task 1 – Construction Plans

30% Plans

Arcadis will prepare a design submittal at the 30-percent design stage and submit to the City of Dalton Public Works Department for review. The 30-percent design drawings and deliverables will include:

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

Additionally, Arcadis will provide a brief stormwater management memo outlining the hydrologic / hydraulic performance of the proposed improvements. Please note that Arcadis will utilize the same model developed previously for the Glenwood Ave Drainage Study. As such, this memo will focus on illustrating the differences between the existing and proposed conditions of the design / plan.

Deliverables:

- 30% Construction Plans (PDF Format)
- Stormwater Management Analysis memo (PDF Format)

Assumptions:

- No significant changes to the configuration of the conceptual design improvements outlined in the original report in the previous effort.
- ARCADIS will address one round of review comments for the 30-percent design.
- The City will provide one set of consolidated review comments for the 30% Design Plan submittal.
- The scale of plan drawings will be 1-inch equals 20-feet.
- This project will be exempt from water quality, channel protection, and detention requirements of the City's Land Development Ordinance.
- It is anticipated that the disturbed area of the project will be greater than 1 acre, as such, a NPDES Construction permit will be required for this project. Additionally, the City will need to issue a Land Disturbance Permit for the project under the Georgia Erosion & Sedimentation Act.
- Any additional surveying required for the project will be secured separately by the City.
- No geotechnical or environmental design services will be required for this project. The geotechnical investigation previously secured by the City will be sufficient for design.

- GDOT standard details and specifications will be sufficient for the project for drainage elements.
- No structural design services will be required for the project.

60% Plans

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

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

Deliverables:

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

Assumptions:

- ARCADIS will address one round of review comments for the 60-percent design.
- The City will provide one set of consolidated review comments for the 60% Design Plan submittal prior to the plan review meeting.
- The scale of plan drawings will be 1-inch equals 20-feet

90% Plans

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

- 90% Submittal Construction Plan Sheets
 - Title Sheet
 - General Notes
 - Existing Conditions Plan
 - Demolition Plan
 - Tree Protection Plan (if required)
 - Site, Grading and Drainage Plan
 - Pipe Profiles
 - Traffic Control Plan (if required)
 - Erosion & Sedimentation Plans
 - Erosion & Sedimentation Details
 - Standard Details

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

Deliverables:

- 90% Construction Plans (PDF Format and 1 hardcopy)
- Stormwater Management Analysis memo (PDF Format) – If changed from the previous submittal.
- Quantity Takeoff of sufficient detail to use on a bid form for contractors.

Assumptions:

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

Task 2 – Permitting Support

Following completion of the plans, it is assumed that the City Public Works staff will submit the plans to the appropriate agency for issuance of a Land Disturbance permit. Arcadis will provide support for the permitting effort. This will include plan revisions and answers to questions submitted by the plan reviewers. Following completion of the effort, Arcadis will provide a 100% set of construction plans marked "For Construction" signed and sealed by a Georgia Registered Engineer with a Level II Design certification by the Georgia Soil and Water Conservation Commission.

Assumptions:

- No permitting with the US Army Corps of Engineers or Railroad will be required for this project.

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 005A

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 2022 rate table below.

2022 Rate Schedule

Title	Rate \$/hr
Project Administrative Assistant	\$70
Project Assistant	\$90
Sr Project Assistant	\$120
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	\$215
Principal Engineer/Scientist/Architect II	\$230
Principal Engineer/Scientist/Architect III	\$245
Principal Engineer/Scientist/Architect IV	\$270
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: 005A

Attachment 3
Special Conditions

None.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 09/06/2022

Agenda Item: Professional Services Agreement for Ridge Street Phases 2 and 3 Design Services as Part of the Walnut North Drainage Improvements Project

Department: Public Works

Requested By: Jackson Sheppard

Reviewed/Approved by City Attorney? No

Cost: \$178,685.00

Funding Source if Not in Budget Bonded Capital Projects

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

This request is to approve the Professional Services Agreement with Arcadis for Phase two and three of the Walnut North Drainage Improvements. Phase two and three incorporate the following: ridge street bypass system, West Franklin Street bypass system, Greenwood Drive stormwater improvements design, permitting support, and Valley Drive stream channel stabilization bid package support.

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

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 004B
Task Order Date: May 31, 2022

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: Ridge Street Phase 2 and 3 – Design Services

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: 180 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:

\$ 178,685 [] 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: [2] This Task Order amends a previously executed Task Order: Ridge Street Drainage Study

Previous Task Order Number: 004 Previous Task Order Date: March 11, 2021

ISSUED AND AUTHORIZED BY:
Client

ACCEPTED AND AGREED TO BY:
Arcadis, INC.

By: _____

By: _____

Title: _____

Title: _____

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 004B

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 engineering support to develop infrastructure improvements related to known flooding issues downstream of the West Hill Cemetery adjacent to Ridge Street and along West Franklin Street. 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 (Ridge Street Drainage Study – Improvement Scenarios) was dated October 25, 2021. Subsequent to this effort, the City directed Arcadis to develop construction plans for drainage improvements in the West Hill Cemetery that would reduce discharges downstream of Emery Street. This scope of work is designed to assist the City with development of construction plans for:

- Phase II – Ridge Street By-Pass System
- Phase III – West Franklin Street System
- Greenwood Drive System

Phase II – Ridge Street By-Pass System

The Ridge Street By-Pass System consists of the construction of a new drainage system that will intercept the existing drainage system under Emery Street and convey stormwater runoff east along Emery Street and then turn south along Ridge Street ultimately discharging to an existing drainage channel at the end of Ridge Street. The purpose of this system is to reduce existing stormwater discharge rates to a series of drainage pipes on the properties including 600, 602, 612, and 614 Ridge Street. The improvements in the West Hill Cemetery were designed to facilitate construction of the proposed system and reduce the risks of increasing flooding downstream of Ridge Street.

Phase III – West Franklin Street System

The West Franklin Street System is designed to collect and convey stormwater runoff in the existing channel on the western portion of the property at 620 McFarland Drive. The system will then convey runoff along West Franklin Street, then south along Valley Drive before turning east between 705 and 707 Valley Drive and discharging to an existing channel. It is our understanding that the City is going to make improvements to the existing drainage system located on 705 Valley Drive. The drainage system will terminate at the existing outfall at 705 Valley Drive. At this location, a new headwall will be constructed for both the proposed system as well as the existing 54-inch pipe at 705 Valley Drive.

Greenwood Drive System

Not originally included in the overall improvements plan for Ridge Street and West Franklin Street, the Greenwood Drive System is a concept developed during the public outreach and information effort. The purpose of the system is to collect runoff from Greenwood Drive convey the runoff between the homes along Greenwood and tie into the existing drainage system located behind 612 and 614 Ridge Street. It is our understanding the intent is to reduce surface runoff 605 and 607 Greenwood Drive by piping the runoff from the street directly to the existing system behind 614 Ridge Street.

Construction Plans

Construction plans for this project will be separated into three sets. The first being a set for the Ridge Street By-Pass System, the second set will consist of the West Franklin System, and the final set will be for the Greenwood Drive system. The following outlines our proposed approach for developing each set of plans and associated deliverables.

30% Plans

Arcadis will prepare a design submittal at the 30-percent design stage and submit to the City of Dalton Public Works Department for review. The 30-percent design drawings and deliverables will include:

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

Additionally, Arcadis will provide a brief stormwater management memo outlining the hydrologic / hydraulic performance of the proposed improvements. Please note that Arcadis will utilize the same model developed previously for the Ridge Street Drainage Study. As such, this memo will focus on illustrating the differences between the existing and proposed conditions of the design / plan.

Deliverables:

- 30% Construction Plans (PDF Format)
- Stormwater Management Analysis memo (PDF Format)

Assumptions:

- No significant changes to the configuration of the conceptual design improvements outlined in the original report in the previous effort.
- ARCADIS will address one round of review comments for the 30-percent design.
- The City will provide one set of consolidated review comments for the 30% Design Plan submittal.
- The scale of plan drawings will be 1-inch equals 20-feet.
- This project will be exempt from water quality, channel protection, and detention requirements of the City's Land Development Ordinance.
- It is anticipated that the disturbed area of the project will be greater than 1 acre, as such, a NPDES Construction permit will be required for this project. Additionally, the City will need to issue a Land Disturbance Permit for the project under the Georgia Erosion & Sedimentation Act.
- Any additional surveying required for the project will be secured separately by the City.
- No geotechnical or environmental design services will be required for this project.
- GDOT standard details and specifications will be sufficient for the project for drainage elements.

60% Plans

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

- **60% Submittal Construction Plan Sheets**
 - Title Sheet
 - General Notes
 - Existing Conditions Plan
 - Demolition Plan
 - Tree Protection Plan (if required)
 - Site, Grading and Drainage Plan

- Pipe Profiles
- Structural Plans
- Traffic Control Plan (if required)
- Erosion & Sedimentation Plans
- Erosion & Sedimentation Details
- Standard Details

Deliverables:

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

Assumptions:

- Structural engineering will be limited to the proposed headwall structure at 705 Valley Drive.
- Proposed headwall will consist of 3 walls with penetrations on two walls for the existing 54-inch corrugated metal pipe and the proposed
- ARCADIS will address one round of review comments for the 60-percent design.
- The City will provide one set of consolidated review comments for the 60% Design Plan submittal prior to the plan review meeting.
- The scale of plan drawings will be 1-inch equals 20-feet

90% Plans

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

- **90% Submittal Construction Plan Sheets**
 - Title Sheet
 - General Notes
 - Existing Conditions Plan
 - Demolition Plan
 - Tree Protection Plan (if required)
 - Site, Grading and Drainage Plan
 - Pipe Profiles
 - Traffic Control Plan (if required)
 - Erosion & Sedimentation Plans
 - Erosion & Sedimentation Details
 - Standard Details

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

Deliverables:

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

Assumptions:

- ARCADIS will address one round of review comments for the 90-percent design.
- The County will provide one set of consolidated review comments for the 90% Design Plan submittal prior to the plan review meeting.

- Following completion of this task, the plans will be considered final and sealed / signed drawings will be provided.

Permitting Support

Following completion of the plans, it is assumed that the City Public Works staff will submit the plans to the appropriate agency for issuance of a Land Disturbance permit. Arcadis will provide support for the permitting effort. This will include plan revisions and answers to questions submitted by the plan reviewers. Following completion of the effort, Arcadis will provide a 100% set of construction plans marked "For Construction" signed and sealed by a Georgia Registered Engineer with a Level II Design certification by the Georgia Soil and Water Conservation Commission. Based on our review of the site conditions, we do not anticipate any state or federal permitting for either phase.

Valley Drive Channel Stabilization Bid Support

It is our understanding that the City wishes to implement a channel stabilization project adjacent to Valley Drive from West Franklin Street to Walnut Avenue. It is also our understanding that this project will bid as a design-build approach. Arcadis will assist the City with development of the bid documents for this effort primarily focused on development of the scope of work. Arcadis will also assist with requests for information during the bid period and review of submittals following bid opening.

Assumptions:

- No design or surveying services will be included in this effort.
- Work will be limited to the RFP development and bid support.
- Arcadis has assumed that the effort will be limited to approximately 88 hours maximum between the Project Manager and Civil Design Manager.
- All work will be accomplished as needed / directed by the City Public Works Director.

PROFESSIONAL SERVICES TASK ORDER
Task Order Number: 004B

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 2022 rate table below.

2022 Rate Schedule

Title	Rate \$/hr
Project Administrative Assistant	\$70
Project Assistant	\$90
Sr Project Assistant	\$120
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	\$215
Principal Engineer/Scientist/Architect II	\$230
Principal Engineer/Scientist/Architect III	\$245
Principal Engineer/Scientist/Architect IV	\$270
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: 004B

Attachment 3
Special Conditions

None.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 09/06/2022

Agenda Item: 2022 LMIG Milling and Resurfacing Various City Streets
Contract Award Recommendation to Bartow Paving
Company Inc.

Department: Public Works

Requested By: Jackson Sheppard

**Reviewed/Approved
by City Attorney?** N/A

Cost: \$1,224,319.98

**Funding Source if Not
in Budget** SP 256 Paving 2022

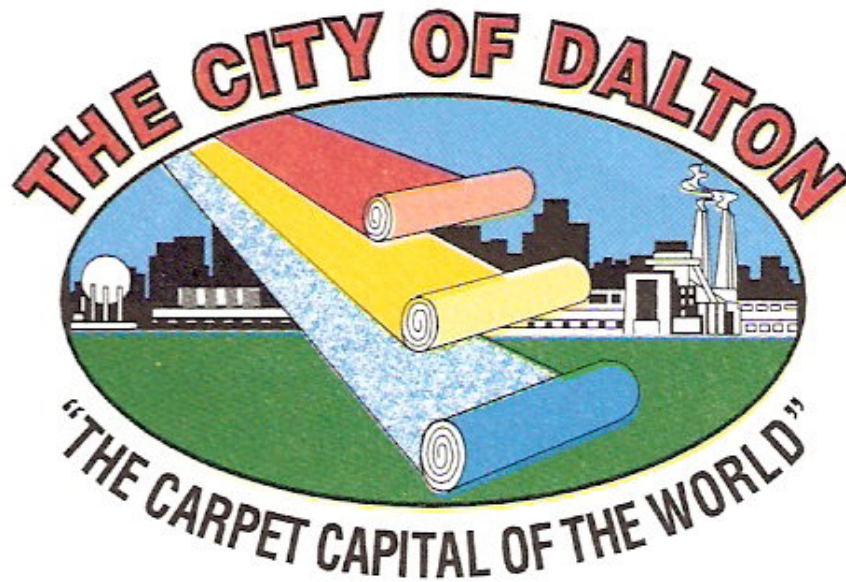
**Please Provide A Summary of Your Request, Including Background Information to
Explain the Request:**

This request is to award the 2022 LMIG contract to the lowest bidder, Bartow Paving Company Inc.

Scheduled completion date deadline is May 31st, 2023.

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

CITY OF DALTON, GEORGIA



CONTRACT DOCUMENTS

For

PROJECT:

**2022 LMIG MILLING AND RESURFACING
VARIOUS CITY STREETS
DALTON PROJECT NO. PW-2022-LMIG**

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

ADVERTISEMENT FOR BID

**2022 MILLING AND RESURFACING
VARIOUS CITY STREETS
DALTON PROJECT NO. PW-2022-LMIG**

Sealed bids will be received by the City of Dalton Finance Department located at 300 W. Waugh Street, Dalton, Georgia 30722 until:

FRIDAY, AUGUST 19TH, 2022 AT 2 PM

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

**2022 MILLING AND RESURFACING
VARIOUS CITY STREETS
DALTON PROJECT NO. PW-2022-LMIG**

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

Bids received after the designated time will not be considered.

The principal items of construction are:

Approximately 3.969 centerline miles of variable depth milling (including around utilities), resurfacing, and thermoplastic striping of various City Streets using GDOT LMIG and local SPLOST funds. All work shall be performed according to the latest Georgia D.O.T. Standards and Specifications. Road mileage is subject to change and depends upon the availability of funding.

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

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

One Contract shall be awarded covering all work and the bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner. Fifty percent (50%) of the contract is to be completed by December 31, 2022 and the project is to be fully complete by May 31, 2023. Bidders must agree to pay as liquidated damages the sum of \$300.00 per each consecutive calendar day thereafter. Due consideration will be given to delivery of materials in specifying starting date.

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

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

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

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

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

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

CITY OF DALTON, GEORGIA

BY 

Jackson Sheppard
Project Manager

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SECTION 0400 – GENERAL NOTES

SECTION 0100 – INFORMATION FOR BIDDERS

0101 RECEIPT AND OPENING OF BIDS

The CITY OF DALTON, GEORGIA (*hereinafter called the Owner*), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the CITY OF DALTON FINANCE DEPARTMENT
300 W. WAUGH STREET, DALTON, GEORGIA 30722 until AUGUST 19TH, 2022 AT 2 PM and then at said office publicly opened and read aloud. The envelope containing the bids must be sealed and designated as the bid for the construction of the project entitled:

2022 MILLING AND RESURFACING
VARIOUS CITY STREETS
DALTON PROJECT NO. PW-2022-LMIG

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

0102 PREPARATION OF BID

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

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

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

0103 TELEGRAPHIC MODIFICATION

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

0104 QUALIFICATIONS OF BIDDERS

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

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

0105 BID SECURITY

Each bid must be accompanied by a certified check or bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount

of five (5)% of the bid. Such certified checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining certified checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contracts, or, if no award has been made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

0106 LIQUIDATED DAMAGES AND FAILURE TO ENTER INTO CONTRACT

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

0107 TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner with a significant portion (minimum of fifty (50)%) to be completed in 2022 and to fully complete the project by May 31, 2023. Bidders must agree also to pay as liquidated damages the sum of \$300.00 per each consecutive calendar day thereafter.

0108 CONDITION OF WORK

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

0109 ADDENDA AND INTERPRETATIONS

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

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

addenda so issued shall become part of the contract documents.

0110 SECURITY FOR FAITHFUL PERFORMANCE

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

0111 POWER OF ATTORNEY

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

0112 NOTICE OF SPECIAL CONDITIONS

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

0113 LAWS AND REGULATIONS

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

0114 METHOD OF AWARD

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

0114.01 Unit bid prices of various items as they relate to total bid price.

0114.02 Proximity of the Bidder's permanent place of business as it may relate to Bidder's responsiveness in carrying out the contract.

0114.03 Litigation record of the Bidder.

0114.04 Satisfactory completion of similar projects.

0114.05 Resources pertaining to management, personnel and equipment.

0114.06 Financial history, credit rating and current resources.

0115 OBLIGATION OF BIDDER

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

0116 CORRELATION AND INTENT OF DOCUMENTS

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

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

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

0117 CLAIMS

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

0118 ORDER OF WORK

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

0119 SUBCONTRACTS

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

0120 TIMELY EXECUTION

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

..... END OF SECTION

SECTION 0200 – BID PROPOSAL

BID BOND
(Five Percent of Bid)

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

Bartow Paving Company, Inc.

of the City of Cartersville State of GA and County of Bartow

as Principal and Philadelphia Indemnity Insurance Company

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

Owner in the penal sum of ---Five Percent (5%) of Amount Bid---

Dollars (\$ ---5%---) for the payment of which, well and truly to be made,

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

Signed this 19th day of August, 2022.

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

2022 MILLING AND RESURFACING
VARIOUS CITY STREETS
DALTON PROJECT NO. PW-2022-LMIG

NOW, THEREFORE,

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

BID BOND
(Continued)

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

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

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


Witness As To Principal


Witness As To Surety Cindy Troxel

Bartow Paving Company, Inc.
Principal

By 
ANDREW SHROPSHIRE, VP/SEC

Philadelphia Indemnity Insurance Company
Surety

8358 Main Street, Woodstock, GA 30188
Address

By 
Attorney-in-Fact Marvala Erinkatola

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **John David Potts, Melissa Potts, Marvala Erinkitola & Cynthia Kay Troxel of Founders Insurance Group, LLC a division of Oakbridge Insurance Agency, LLC**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER
RESOLVED:**

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

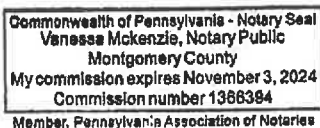


(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



Member, Pennsylvania Association of Notaries

residing at:

Bala Cynwyd, PA

My commission expires:

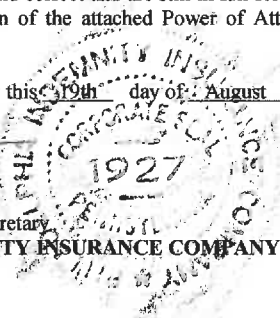
November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 19th day of August, 2022.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



BID PROPOSAL

Place CARTERSVILLE, GA
Date 08/19/2022

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

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

Gentlemen:

The Bidder in compliance with your invitation for bids for the construction of 2022 Milling and Resurfacing , VARIOUS CITY STREETS, PW-2022-LMIG having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under this contract, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner. Fifty percent (50%) of the contract is to be completed by December 31, 2022 and the project is to be fully complete by May 31, 2023. Bidder further agrees to pay as liquidated damages the sum of \$300.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions under "Time of Completion and Liquidated Damages."

Bidder acknowledges receipt of the following addenda: **#1 DATED 08/15/2022**

*Strike out inapplicable terms

BID PROPOSAL
(Continued)

Amount shall be shown in figures.

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

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

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

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

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

Attached hereto is a bid bond or certified check on the _____ of _____ in the amount of 5% according to conditions under "Information For Bidders" and the provisions therein.

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

G.E. SHROPSHIRE, III, PRESIDENT, 39 CASSVILLE ROAD, CARTERSVILLE, GA 30120

C. ANDREW SHROPSHIRE, V.P./SEC, 2 VIRGINIA CIRCLE, ROME, GA 30161

BID PROPOSAL
(Continued)

Dated at:

CARTERSVILLE, GEORGIA

The 19th day of AUGUST, 2022

Brian Bullock

Principal

BRIAN BULLOCK, CHIEF ESTIMATOR

By _____ SEAL




Bid Proposal Form - Dalton Project No. PW-2022-LMIG

ITEM NUMBER	QUANTITY	UNIT	UNIT PRICE	ITEM DESCRIPTION	TOTAL
150-1000	1	LS	\$92,030.84	Traffic Control	\$92,030.84
402-3100	2,860	TN	\$136.90	Recycled Asph. Conc. 9.5 MM Superpave, Type I, GP 1 or Blend 1, Incl Bitum Matl & H-Lime	\$391,534.00
402-3102	1,475	TN	\$149.97	Recycled Asph. Conc. 9.5 MM Superpave, Type II, Blend I, Incl Bitum Matl & H-Lime	\$221,205.75
402-3113	590		\$132.81	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	\$78,357.90
402-3130	930	TN	\$156.35	Recycled Asph Conc. 12.5 MM Superpave, GP 2 Only, Incl. Bitum Mtl. And H-Lime	\$145,405.50
413-1000	5,030	GL	\$7.24	Bitum Tack Coat	\$36,417.20
432-5010	71,050	SY	\$2.73	Mill Asph Conc Pvmt., Variable Depth	\$193,966.50
611-8050	128	EA	\$105.51	Mill/Remove Asphalt Around Manhole, Gas Valve, or Water Valve to Prepare for Resurfacing	\$13,505.28
653-0120	4	EA	\$92.25	Thermoplastic Pvmt. Marking, Arrow, TP 2	\$369.00
653-0220	10	EA	\$184.50	Thermoplastic Pvmt. Marking, Word, TP 2	\$1,845.00
657-5120	4	EA	\$184.50	Thermoplastic Pvmt. Marking, Word, TP 5	\$738.00
653-1704	334	LF	\$11.07	Thermoplastic Solid Traffic Stripe, 24 In., White	\$3,697.38
653-1804	2,080	LF	\$3.69	Thermoplastic Solid Traffic Stripe, 8 In., White	\$7,675.20
653-2501	3	LM	\$3,387.14	Thermoplastic Solid Traffic Stripe, 5 In., White	\$9,876.90
653-2502	6	LM	\$3,381.36	Thermoplastic Solid Traffic Stripe, 5 In., Yellow	\$20,058.23
653-4501	0	GLM	\$2,214.00	Thermoplastic Skip Traffic Stripe, 5 In., White	\$664.20
653-6006	147	SY	\$6.77	Thermoplastic Traffic Striping, Yellow	\$995.19
654-1001	761	EA	\$6.77	Raised Pvmt Markers TP 1	\$5,151.97

654-1003	122	EA	\$6.77	Raised Pmnt Markers TP 3	\$825.94
				Total Bid Proposal	\$1,224,319.98

ONE MILLION TWO HUNDRED TWENTY-FOUR THOUSAND THREE HUNDRED NINETEEN AND 98/100-----DOLLARS

Bidding Company Name: BARTOW PAVING COMPANY, INC.

Authorized Bidding Rep. Signature & Title 
BRIAN BULLOCK, CHIEF ESTIMATOR

CONSTRUCTION PAYMENT BOND

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

CONTRACTOR *(Name and Address):*

OWNER *(Name and Address):*

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

CONSTRUCTION CONTRACT:

Date: _____

Amount: _____

Description *(Name and location):*

2022 MILLING AND RESURFACING
VARIOUS CITY STREETS – DALTON PROJ. NO. PW-2022-LMIG

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

BOND:

Date: _____

Amount: _____

Bond Number: _____

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

CONSTRUCTION PAYMENT BOND
(Continued)

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

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

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

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

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

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

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

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

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

CONSTRUCTION PAYMENT BOND
(Continued)

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

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

CONSTRUCTION PAYMENT BOND
(Continued)

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

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

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

15. DEFINITIONS

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

CONTRACTOR AS PRINCIPAL

Company: _____

_____ (Corp. Seal)

Signature: _____

Name and Title: _____

SURETY

Company: _____

_____ (Corp. Seal)

Signature: _____

Name and Title: _____

CONSTRUCTION PERFORMANCE BOND

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

CONTRACTOR *(Name and Address)*:

OWNER *(Name and Address)*:

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

CONSTRUCTION CONTRACT:

Date: _____

Amount: _____

Description *(Name and location)*:

2022 MILLING AND RESURFACING
VARIOUS CITY STREETS – DALTON PROJ. NO. PW-2022-LMIG

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

BOND:

Date: _____

Amount: _____

Bond number: _____

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

CONSTRUCTION PERFORMANCE BOND
(Continued)

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

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

CONSTRUCTION PERFORMANCE BOND
(Continued)

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

CONSTRUCTION PERFORMANCE BOND
(Continued)

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

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

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

12. Definitions.

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

CONTRACTOR AS PRINCIPAL

Company: _____

_____ (Corp. Seal)

Signature: _____

Name and Title: _____

SURETY

Company: _____

_____ (Corp. Seal)

Signature: _____

Name and Title: _____

CONTRACT

THIS AGREEMENT made this the 6th day of September, 2022, by
and between the CITY OF DALTON, GEORGIA, hereinafter called "Owner",
and Bartow Paving Company Inc.

a contractor doing business as an individual, a partnership, or a corporation* of the City
of Dalton, County of Whitfield, 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:

2022 MILLING AND RESURFACING
VARIOUS CITY STREETS – DALTON PROJECT NO. PW-2022-LMIG

hereinafter called the "Project", for the sum of \$1,224,319.98
Dollars () 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 Paragraph 2 of 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. Fifty percent (50%) of the
contract is to be completed by December 31, 2022 and the project is to be fully complete
by May 31, 2023. The Contractor further agrees to pay as liquidated damages the sum of
\$300.00 for each consecutive calendar day thereafter as hereinafter provided in the
General Conditions under "Time of Completion and Liquidated Damages."

*Strike out inapplicable terms.

CONTRACT
(Continued)

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

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

ATTEST:

CITY OF DALTON, GEORGIA

City Clerk

By: _____ SEAL

Witness

Title

ATTEST:

Secretary

By: _____ SEAL

Witness

Title

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

Give proper title of each person executing contract.

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

149803

11/03/2009

EEV/Basic Pilot Program* User Identification Number

Brian Bullock

08/19/2022

BY: Authorized Officer or Agent

Date

(Contractor Name) BARTOW PAVING COMPANY, INC.

CHIEF ESTIMATOR

Title of Authorized Officer or Agent of Contractor

BRIAN BULLOCK

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

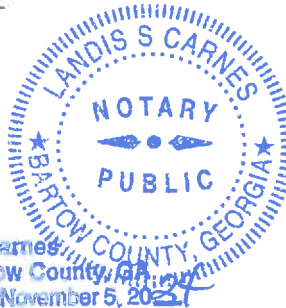
19th DAY OF AUGUST, 2022

Landis S. Carnes

Notary Public

My Commission Expires:

Landis S. Carnes
Notary Public, Bartow County, GA
My Commission Expires November 5, 2027



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

SECTION 0300 - GENERAL CONDITIONS

0301 CONTRACT AND CONTRACT DOCUMENTS

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

0302 DEFINITIONS

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

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

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.

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

0305 CONTRACTOR'S TITLE TO MATERIALS

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

0306 MATERIALS FURNISHED BY THE CONTRACTOR

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

necessary except as otherwise specifically noted or specified.

0307 INSPECTION AND TESTING OF MATERIALS

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

0308 PATENTS

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

0309 SURVEYS, PERMITS AND REGULATIONS

- 0309.01 Unless otherwise expressly provided for in the Specifications, the Owner will furnish to the Contractor any control alignment and bench mark data from previous engineering surveys.
- 0309.02 The Contractor shall procure and pay all permits, licenses and approvals

necessary for the execution of his contract. The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

0310 CONTRACTOR'S OBLIGATIONS

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

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

0311 CONTRACTOR'S RESPONSIBILITY

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

0312 WEATHER CONDITIONS

In the event of temporary suspension of work, or during inclement weather, or whenever the Owner shall direct, the Contractor will, and will cause his

subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Owner, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

0313 SAFETY PROVISIONS

0313.01 The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (*PL 91-596*) and under Sec.107 of the Contract Work Hours and Safety Standards Act (*PL 91-54*).

0313.02 The Contractor shall be responsible for the Safety, efficiency and adequacy of his plant, appliances and methods, and for any damage which may result from their failure of their improper construction, maintenance and operation.

0313.03 The Contractor shall employ, when necessary, watchmen on the work and shall, when necessary, erect and maintain such strong and suitable barriers and such light as will effectually prevent the happening of any accident to health, limb or property.

0314 SANITARY PROVISIONS

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

0315 PUBLIC CONVENIENCE AND SAFETY

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

0316 PROTECTION OF WORK AND PROPERTY - EMERGENCY

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

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

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 0328. 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 0327.04.2.1*).

0323.01.3 On the basis of the Cost of the Work (*determined as provided in Paragraphs 0327.04 and 0327.05*) plus a Contractor's Fee for overhead and profit (*determined as provided in Paragraphs 0327.4 and 0327.05*).

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 0327.03.

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 0327.02.1 - 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 0327.04.
- 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 0327.02.1 and 0328.02.2, the Contractor's Fee shall be fifteen percent.
 - 0323.04.2.2 for costs incurred under paragraph 0328.02.3, 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 0327.02.4, 0327.02.5, and 0327.03;
 - 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 0327.04.2.1 through 0328.04.2.4, inclusive.
- 0323.05 Whenever the cost of any Work is to be determined pursuant to Paragraph 0327.02 or 0327.03. 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 0327.01. 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 0328 shall not exclude recovery for damages (*including compensation for additional professional services*) for delay by either party.

0325 CORRECTION OF WORK

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the review of the Owner who shall be the final judge of the quality and suitability of the work, material, processes of manufacture and methods of construction for the purposed for which they are used. Should they fail too 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 0326 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 0326 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 No later than thirty (30) days after submittal of a progress payment request the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this contract, but to insure the proper performance of this contract, the Owner shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all work covered by this contract. Provided, that the Contractor shall submit his estimate not later than the first day of the month; provided, further, that the Owner at any time after fifty percent (50%) of the work has been completed, if it finds that satisfactory progress is being made, *may* reduce the retainage to 5%.

0331.02 Where a project is under the jurisdiction of a Force Account Agreement between the Owner and the Georgia Department of Transportation, the Contractor shall maintain a *daily* report of the amount of completed work as shown in the bid proposal. A copy of the accepted report appears in Appendix A at the end of this section and may be reproduced for use on this project. The Contractor's representative shall certify by signature that the report is accurate on behalf of the Contractor for the Owner (*shown as "Utility" on the report*). The Project Engineer representing the Georgia Department of Transportation shall certify by signature that the report is

accurate for the "State". A copy of each days report properly certified as required by this part shall accompany each progress payment request by the Contractor. The quantity of work completed shown on the progress payment request *must* be supported by an equal quantity shown on the daily report for that progress payment period. Payment requested for quantities of work not supported by a properly certified daily report(s) may *not* be recommended for payment by the Owner.

- 0331.03 In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration. Where a project is under the jurisdiction of a Force Account Agreement between the Owner and the Georgia Department of Transportation, however, material delivered on the site and preparatory work done may *not* be taken into consideration.
- 0331.04 All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.
- 0331.05 The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails to do so, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.
- 0331.06 If at any time the Owner shall determine that the amount of work completed at that time is lagging behind the expired contract time by more than 20

percent, the Owner may determine that the Contractor is not faithfully performing on the contract and therefore the Owner may elect to withhold all monies and refrain from making any additional payments to the Contractor until such time as the Owner determines the work to be progressing satisfactorily.

0332 ACCEPTANCE AND FINAL PAYMENT

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

0333 PAYMENTS BY CONTRACTORS

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

0334 CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

0334.01 The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been reviewed by the Owner, nor shall the Contractor allow

any Subcontractor to commence work on his subcontract until the insurance has been so obtained and reviewed.

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

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

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

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

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

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

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

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

payment and furnish Owner with evidence of continuation of such insurance at final payment. Renewal certificates shall be sent to the Owner 30 days prior to the expiration date of any policy required herein.

- 0334.02 Contractual Liability Insurance: The comprehensive general liability insurance required by paragraph 0338.01.1 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 in accordance with paragraphs 0338.01.1. through 0338.01.1.4., 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 36.1.1. of the General Conditions shall provide coverage for not less than the following amounts or greater where required by law:

For claims under paragraph 0338.01.1.1. and 0338.01.1.2., Worker's Compensation:

State	Statutory
-------	-----------

Federal	Statutory
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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 by paragraph 0338.08 above.

For claims under 0339.01.1.1. through 0339.01.1.5. (*General Liability*),

General Liability Provided Per Occurrence

Each Occurrence (Bodily and Property Damage Included): \$1,000,000

Fire Damage (*Any One Fire*): \$50,000

Medical Expense (*Any One Person*): \$5,000

Personal and Adv Injury, With Employment
Exclusion Deleted: \$1,000,000

General Aggregate (*Per Project*): \$2,000,000

Products and Completed Operations Aggregate: \$1,000,000

Notes: Property Damage Liability Insurance will provide explosion, collapse and underground hazard coverages where applicable. Each detonation of blasting shall be considered a single occurrence. General Liability shall include Contractual Liability as stipulated in Paragraph 0339.02. above.

Comprehensive Automobile Liability:

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

- 0334.10 Scope of Insurance and Special Hazards - The amounts stated in subparagraph 0334.09. 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.

0336 ADDITIONAL OR SUBSTITUTE BOND

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

0337 LIEN

Neither the final payment nor any part of the retained percentage will become due until the Contractor, if required, shall furnish the Owner a complete release from any liens which may arise out of this contract, or receipts in full in lieu thereof, and if required in either case, an affidavit that insofar as he has knowledge or information, the release and receipts include all materials, for which a lien might

be filed. The Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify it against any lien. If a lien shall remain unsatisfied after all payments are made, then the Contractor shall refund to the Owner all monies which the latter may be compelled to pay in discharging such lien, including all incidental costs and attorney's fees.

0338 ASSIGNMENTS

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

0339 MUTUAL RESPONSIBILITY OF CONTRACTORS

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

0340 COORDINATION WITH OTHER CONTRACTORS

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

0341 SUBCONTRACTING

The Contractor shall utilize the service of specialty subcontractor on those parts of the work which, under normal contracting practices, are performed by specialty Subcontractors. Provided - that if the Owner shall determine that the specialty work in question has been customarily performed by the Contractor's own organization

and that such organization is presently competent to perform such work, the Contractor shall be permitted to do so. Provided, further - that if the Owner shall determine that the performance of any specialty work by specialty Subcontractors will result in materially increased costs or inordinate delays, the requirements of this paragraph shall not apply.

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

0342 USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

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

structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat orderly condition;

0343 QUANTITIES OF ESTIMATE

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

0344 RIGHTS-OF-WAY AND SUSPENSION OF WORK

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

0345 GUARANTY

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

0345.02 Neither the final certificate of payment nor any provision in the contract documents nor partial or entire occupancy of the premises by the Owner

shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

0346 CONFLICTING CONDITIONS

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

0347 NOTICE AND SERVICE THEREOF

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

0348 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

0349 SUSPENSION OF WORK

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

0350 PROTECTION AND RESTORATION OF PROPERTY

- 0350.01 The Contractor shall not enter upon private property for any purpose without first obtaining permission, and he shall use every precaution necessary to prevent damage or injury to any public or private property, trees, fences, monuments, underground structures, etc., on and adjacent to the site of the work. He shall protect carefully, from disturbance or damage, all land monuments and property marks until an authorized agent has witnessed or

otherwise referenced their location, and shall not remove them until directed.

0350.02 Except as specifically provided in the Contract Documents, the Contractor shall not do any work that would affect any railway track, pipeline, telephone, telegraph, or electric or transmission line, or other structure nor enter upon the right-of-way or other lands appurtenant thereto, until authority therefore has been secured from the proper parties. The Contractor shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference, or delay resulting from his requirement, except as specifically provided in the contract.

0350.03 The Contractor shall be responsible for all damage or injury to property of any character resulting from any act, omission, neglect, or misconduct in his manner or method of executing said work, or due to his nonexecution of said work, or at any time due to defective work or materials, and he shall not be released from said responsibility until the work shall have been completed and accepted.

0350.04 When or where any direct or indirect damage or injury is done to public or private property by, or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof on the part of the Contractor, he shall restore at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring, as may be directed, or he shall make good such damage or injury in an acceptable manner.

0351 RESPONSIBILITY FOR DAMAGE CLAIMS

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

0352 INTEREST OF FEDERAL, STATE OR LOCAL OFFICIALS

No Federal, State or Local official shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be

construed to extend to this contract if made with a corporation for its general benefit.

0353 OTHER PROHIBITED INTERESTS

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

0354 USE OF CHEMICALS

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

0355 MAINTENANCE OF TRAFFIC

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

0356 ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

0357 OWNER'S RIGHT TO SUSPEND WORK

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

0358 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 0358.01 It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "NOTICE TO PROCEED."
- 0358.02 The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- 0358.03 If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.
- 0358.04 The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.
- 0358.05 It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where, under the contract, an additional time is allowed for the completion of any work,

the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

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

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

0358.05.3 To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections 0369.05.1 and 0369.05.2 of this article.

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

..... END OF SECTION

SECTION 0300: APPENDIX A

AFFIDAVIT FOR FINAL PAYMENT AND RELEASE OF LIENS

STATE OF: _____

COUNTY OF: _____

FROM: _____ (Contractor)

TO: CITY OF DALTON, GEORGIA (Owner)

RE: Contract entered into the ____ day of _____, _____ between the above mentioned parties for the construction of the project entitled DALTON PROJ. NO. PW-2022-LMIG.

KNOW ALL MEN BY THESE PRESENTS:

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

SIGNED: _____ (SEAL)

BY: _____

TITLE: _____

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

This ____ day of _____, _____.

Notary Public: _____ SEAL

My Commission Expires: _____,

_____ County,

SECTION 0400 – GENERAL NOTES

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

ON SIDE ROADS TO THE END OF THE NEW RESURFACED SECTION ONLY WHEN APPLICABLE. REFERENCE PAVEMENT MARKING DETAILS AND NOTES IN GDOT SPECIFICATIONS FOR LOCATING EDGE LINES. THE COST OF RESTRIPIING INCLUDING REQUIRED STOP BARS AND PROVIDING CONSTRUCTION LAYOUT WILL BE PAID FOR UNDER 653 PAY ITEMS.

10. EDGELINES – EDGELINES SHALL **ONLY** BE INSTALLED AS DIRECTED ON THE PROJECT SUMMARY SHEET SHOWN IN THIS SECTION.
11. RPMS- RPMS SHALL BE INSTALLED AS SHOWN IN GDOT CONSTRUCTION DETAIL T-15A. **HOWEVER, CONTRACTOR SHALL USE OLD SPACING REQUIREMENT OF 80'.**
12. THIS PROJECT DOES NOT REQUIRE A NOI.
13. TRAFFIC CONTROL SHALL MEET THE REQUIREMENTS OF THE 2009 MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS AND SPECIAL PROVISION SECTION 150-TRAFFIC CONTROL OF GDOT SPECIFICATIONS.
14. THIS PROJECT IS A GDOT LMIG PROJECT. THE CONTRACTOR SHALL USE THE SPECIFIED DESIGN MIX AND APPLICATION RATE SPECIFIED ON THE PROJECT SUMMARY SHEET FOR ALL STREETS WHICH WILL BE RESURFACED. **DESIGN MIXES FOR THESE LMIG STREETS SHALL BE SUBMITTED TO AND APPROVED BY THE OWNER IN ADVANCE.** PLEASE SUBMIT MIX DESIGNS TO THE OWNER FOR APPROVAL UPON NOTICE OF AWARD. FAILURE TO MEET THESE SPECIFICATIONS CAN RESULT IN GDOT NOT REIMBURSING THE CITY FOR THE MATERIALS USED.
15. ASPHALT PATCHING IS NOT PART OF THE CONTRACTOR'S SCOPE OF WORK FOR THIS PROJECT. THE CITY OF DALTON PUBLIC WORKS DEPARTMENT WILL COMPLETE ASPHALT PATCHING USING IN-HOUSE FORCES. ASPHALT PATCHING WILL BE COMPLETED PRIOR TO THE ISSUANCE OF A NOTICE TO PROCEED TO THE CONTRACTOR.
16. THE REPLACEMENT OF TRAFFIC SIGNAL LOOPS IS NOT PART OF THE CONTRACTOR'S SCOPE OF WORK FOR THIS PROJECT. THE CITY OF DALTON PUBLIC WORKS DEPARTMENT WILL COMPLETE THIS WORK USING IN-HOUSE FORCES.
17. THE CONTRACTOR SHALL BEGIN MILLING THE FULL WIDTH OF THE ROADWAY ONE HUNDRED (100) FEET AT THE BEGINNING AND ENDING OF THE PROJECT AT EACH PROJECT TERMINI (ONLY FOR STREETS THAT REQUIRE MILLING). THE CONTRACTOR SHALL COMPLETE THIS MILLING SUCH THAT AT THE POINT THAT FULL WIDTH MILLING BEGINS, THE ROADWAY SHALL BE MILLED FROM 0" DEPTH AND TAPER (FADE) TO 1 ½" DEPTH BUTT JOINT TO PROVIDE A SMOOTH TIE IN DURING PAVING OPERATIONS. QUANTITIES FOR THE FULL WIDTH MILLING ARE INCLUDED IN THE DETAILED ESTIMATE PAY ITEM.
18. **BIDDERS SHOULD REFER TO THE PROJECT SUMMARY SHEET INCLUDED IN THE GENERAL NOTES (0400) SECTION FOR SPECIFIC MILLING REQUIREMENTS/DETAILS FOR EACH STREET INCLUDED IN THIS PROJECT.**

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

19. MATERIALS TRANSFER VEHICLE (MTV, SHUTTLE BUGGY) – THE CONTRACTOR SHALL UTILIZE A MATERIALS TRANSFER VEHICLE WHEN PLACING ASPHALTIC CONCRETE MIXTURES ON THIS PROJECT ONLY AS REQUIRED BY THE APPLICABLE GDOT STANDARD SPECIFICATION.
20. PILOT VEHICLE SHALL BE USED FOR TWO (2) LANE SECTIONS OF UNDERWOOD STREET, AS DIRECTED BY PROJECT ENGINEER.
21. BUMP SIGNAGE – BUMP SIGNAGE SHALL BE INSTALLED ON ALL TRANSVERSE "BUTT" JOINTS CREATED AS A RESULT OF MILLING OPERATIONS. CONTRACTOR SHALL PLACE A WEDGE OF COLD MIX ASPHALT ON TRANSVERSE JOINTS AS A TEMPORARY MEASURE OF PROVIDING A SMOOTH TRANSITION TO PROJECT TIE-INS. THIS COLD MIX WEDGE SHALL BE REMOVED BY THE CONTRACTOR PRIOR TO COMMENCING RESURFACING. THE OWNER IS NOT RESPONSIBLE FOR DAMAGED VEHICLES CAUSED BY TRANSVERSE "BUTT" JOINTS.
22. LEVELING – LEVELING SHALL ONLY BE PLACED ON THE PROJECT AS DIRECTED BY THE PROJECT ENGINEER.
23. TIME OF WORK RESTRICTIONS – NO WORK SHALL BE COMPLETED BY THE CONTRACTOR ON **RESIDENTIAL STREETS BETWEEN THE HOURS OF 9:01PM THROUGH 7:59AM (I.E. NO NIGHTTIME WORK ON RESIDENTIAL STREETS)**. FOR STREETS IN **COMMERCIAL AND INDUSTRIAL DISTRICTS, NO WORK SHALL BE COMPLETED BETWEEN THE HOURS OF 7:01AM THROUGH 7:59AM (I.E. NO WORK ON COMMERCIAL DISTRICT STREETS DURING THE AM RUSH)**. FOR DANTZLER AVENUE AND GRIMES STREET, NO WORK SHALL BE COMPLETED BETWEEN THE HOURS OF **7:01AM THROUGH 9:01AM AND 2:01PM THROUGH 4:00PM (I.E. NO WORK ON THESE TWO (2) STREETS DURING THE DROP OFF AND PICK UP TIMES FOR ROAN SCHOOL)**. THE CONTRACTOR SHALL KEEP AT LEAST ONE TRAVEL LANE OPEN IN EACH DIRECTION OF TRAVEL AT ALL TIMES. LIQUIDATED DAMAGES FOR FAILURE TO OBSERVE TIME OF WORK RESTRICTIONS SHALL BE ASSESSED TO THE CONTRACTOR AT THE RATE OF \$200 PER HOUR.
24. THE CONTRACTOR WILL BE PERMITTED TO USE ADVANCED WARNING SIGNS ON TRIPODS THROUGHOUT THE PROJECT AS LONG AS THE SIGNS AND TRIPODS CONFORM TO THE REQUIREMENTS ESTABLISHED BY PART 6 OF THE MUTCD AND SPECIAL PROVISION SECTION 150-TRAFFIC CONTROL OF THE GEORGIA DOT STANDARD SPECIFICATIONS.
25. THE CONTRACTOR WILL NOT BE REQUIRED TO PERFORM ANY SHOULDER BUILDING/GRASSING NOR PLACE WORK ZONE BARRELS OR LOW/SOFT SHOULDER SIGNS AFTER PLACING ASPHALT TOPPING ON STREETS WITHOUT CURB AND

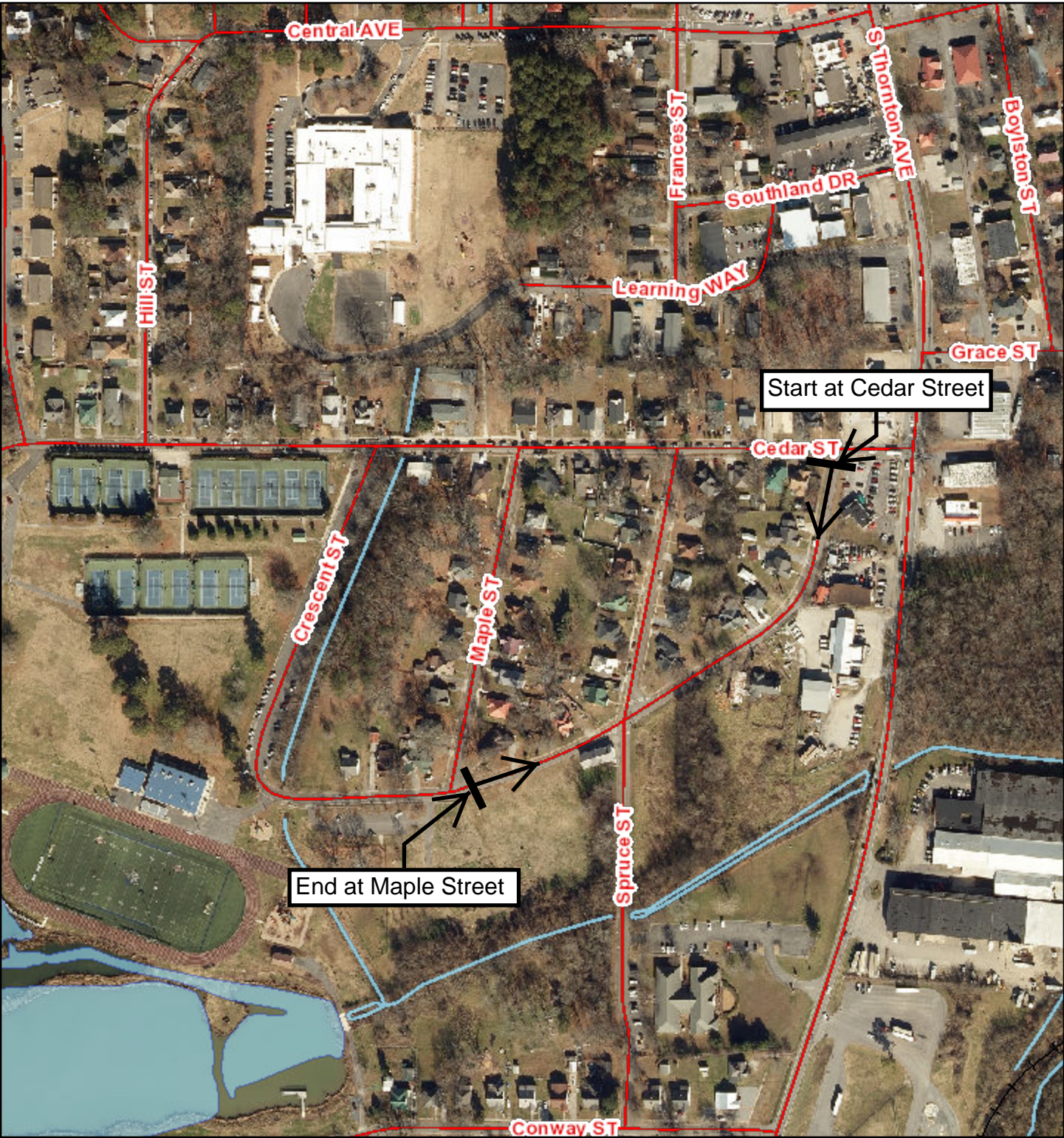
GUTTER. THE CITY OF DALTON PUBLIC WORKS DEPARTMENT WILL COMPLETE THE PREVIOUSLY MENTIONED WORK ITEMS USING IN-HOUSE FORCES.

26. **MILLING/REMOVAL OF ASPHALT AROUND MANHOLE, GAS VALVE, OR WATER VALVE TO PREPARE FOR RESURFACING** – CONTRACTOR SHALL PROVIDE UNIT PRICING TO PERFORM THE NECESSARY MILLING AROUND IN-PAVEMENT UTILITY MANHOLES AND VALVES. THIS MILLING WILL REQUIRE A SMALL MILLING MACHINE TO APPROPRIATELY MILL AROUND THE UTILITY INFRASTRUCTURE AT THE SAME MILLING DEPTH SPECIFIED FOR THIS STREET TO PREPARE FOR RESURFACING. THE UNIT PRICE FOR THIS WORK SHOULD INCLUDE ALL LABOR, EQUIPMENT, AND MATERIALS NECESSARY TO PERFORM THE WORK. DALTON UTILITIES WILL BE LOWERING ALL IN-PAVEMENT UTILITIES AND PERMANENTLY RAISING THEM FOLLOWING RESURFACING ON THE FOLLOWING STREETS: UNDERWOOD STREET, MORRIS STREET, AND EMERY STREET. ON THESE (3) STREETS, CONTRACTOR WILL NOT BE REQUIRED TO PERFORM MILLING AROUND THE IN-PAVEMENT UTILITIES.

2022 Milling and Resurfacing - Project Summary Sheet - Dalton Public Works Department
Various City Streets - Dalton Project No PW-2022-LMIG

No.	Road Name	Beginning	Ending	Total Length (Miles)	Street Width (+/-)	Milling Required?	Required Asphalt Topping Mix Design Code	Approx Tonnage	Required Asphalt Topping Spread Rate	Thermoplastic Striping?	RPMS?
1	Crescent Street	(East) Cedar Street	Spruce Street	0.146	Varies from 23' to 25'	Yes; 1.5" full width mill	402-3100	175	165 lbs/square yard	Stop Bar Only	No
2	Cedar Street	S Thornton Ave	Brookwood Lane	0.361	Varies from 24' to 25'	Yes; 1.5" full width mill	402-3100	450	165 lbs/square yard	Edgelines, Centerlines, Crosswalk, and Words	Yes, centerline
3	Lakemont Drive	Frances Street	Ridgeleigh Circle	0.659	Varies from 23' to 27'	Yes; 1.5" full width mill	402-3102	915	165 lbs/square yard	Centerline, Crosswalk, Stop Bars, Words	Yes, centerline
4	Royal Drive	Legion Drive	Dead End	0.194	33'	Yes; 1.5" full width mill	402-3113	340	165 lbs/square yard	Centerline, Edgelines, Stop Bar	Yes, centerline
5	College Drive	Tibbs Road	Joint (Just South of Roadrunner Place)	0.333	26'	Yes; 1.5" full width mill	402-3130	450	165 lbs/square yard	Centerline, Edgelines, Stop Bar, Island, Crosswalk	Yes, centerline
6	Spruce Street	Cedar Street	Crescent Street	0.105	Varies from 24' to 25'	Yes; 1.5" full width mill	402-3100	145	165 lbs/square yard	Cross Walk, Stop Bar	No
7	Maple Street	Cedar Street	Crescent Street	0.134	Varies from 24' to 25'	Yes; 1.5" full width mill	402-3100	175	165 lbs/square yard	Stop Bars Only	No
8	Red Cross Drive	Saint Charles Street	S Thornton Ave	0.096	Varies from 15' to 23'	Yes; 1.5" full width mill	402-3100	110	165 lbs/square yard	Stop Bar Only	No
9	Brooks Road	Riverbend Road	Cargle Drive	0.188	Varies from 24' to 25'	Yes; 1.5" full width mill	402-3113	250	165 lbs/square yard	Stop Bar Only	No
10	Elkwood Drive	Memorial Drive	Jack Bandy Way	0.294	26'	Yes; 1.5" full width mill	402-3100	400	165 lbs/square yard	Centerline, Stop Bar	Yes, centerline
11	West Franklin Street	South Hamilton Street	Thronton Avenue	0.198	Varies from 37' to 38'	Yes; 1.5" full width mill	402-3100	380	165 lbs/square yard	Centerline, Edgelines, Stop Bar	Yes, centerline
12	Tony Ingle Parkway	Battlefield Park Drive	Joint Prior to Road Widening	0.412	Varies from 25' to 26'	Yes; 1.5" full width mill	402-3102	560	165 lbs/square yard	Centerline, Edgelines	Yes, centerline and endgeline
13	Glenwood Avenue	Pavement Joint Just South of Hagen Street	First Pavement Joint South of Morris Street Intersection	0.158	Varies from 47' to 57'	Yes; 1.5" full width mill	402-3130	480	165 lbs/square yard	Centerline, Edgelines, Crosswalks, Stop Bars, Yellow Hatching, Arrows	Yes, centerline, and edgeline
14	Vernon Avenue	Jones Street	Westerly Drive	0.691	29'	Yes; 1.5" full width mill	402-3100	970	165 lbs/square yard	Stop Bars, Centerline, Words	Yes, centerline
Total =				3.969							

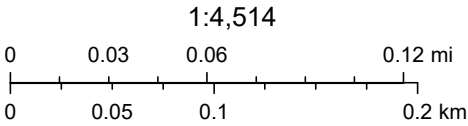
Crescent Street - Location Details



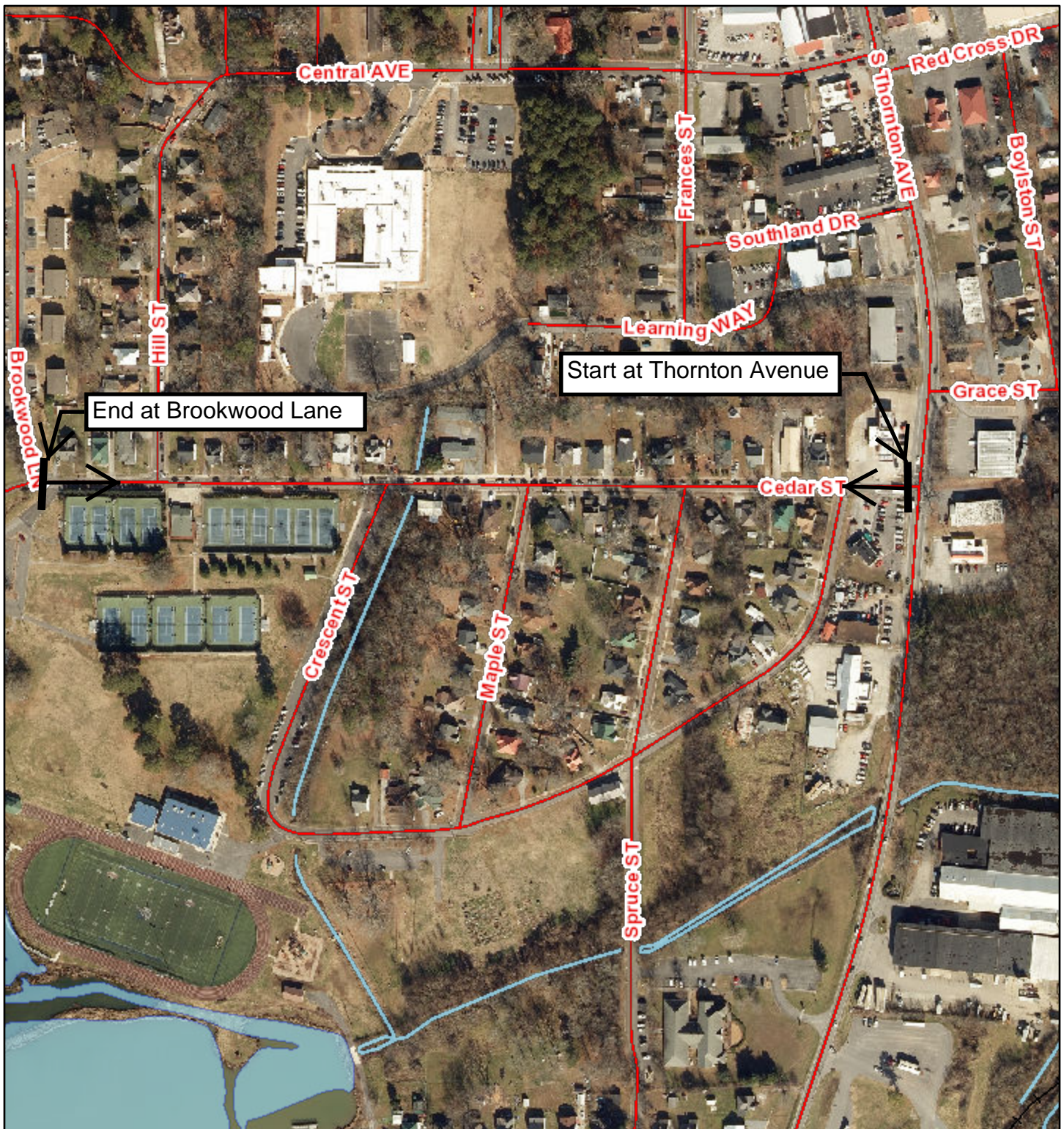
Start at Cedar Street

End at Maple Street

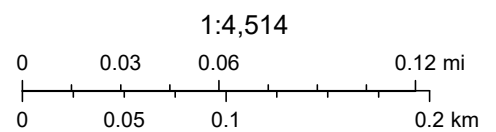
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Cedar Street - Location Details



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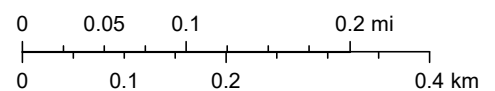


Lakemont Drive - Location Details

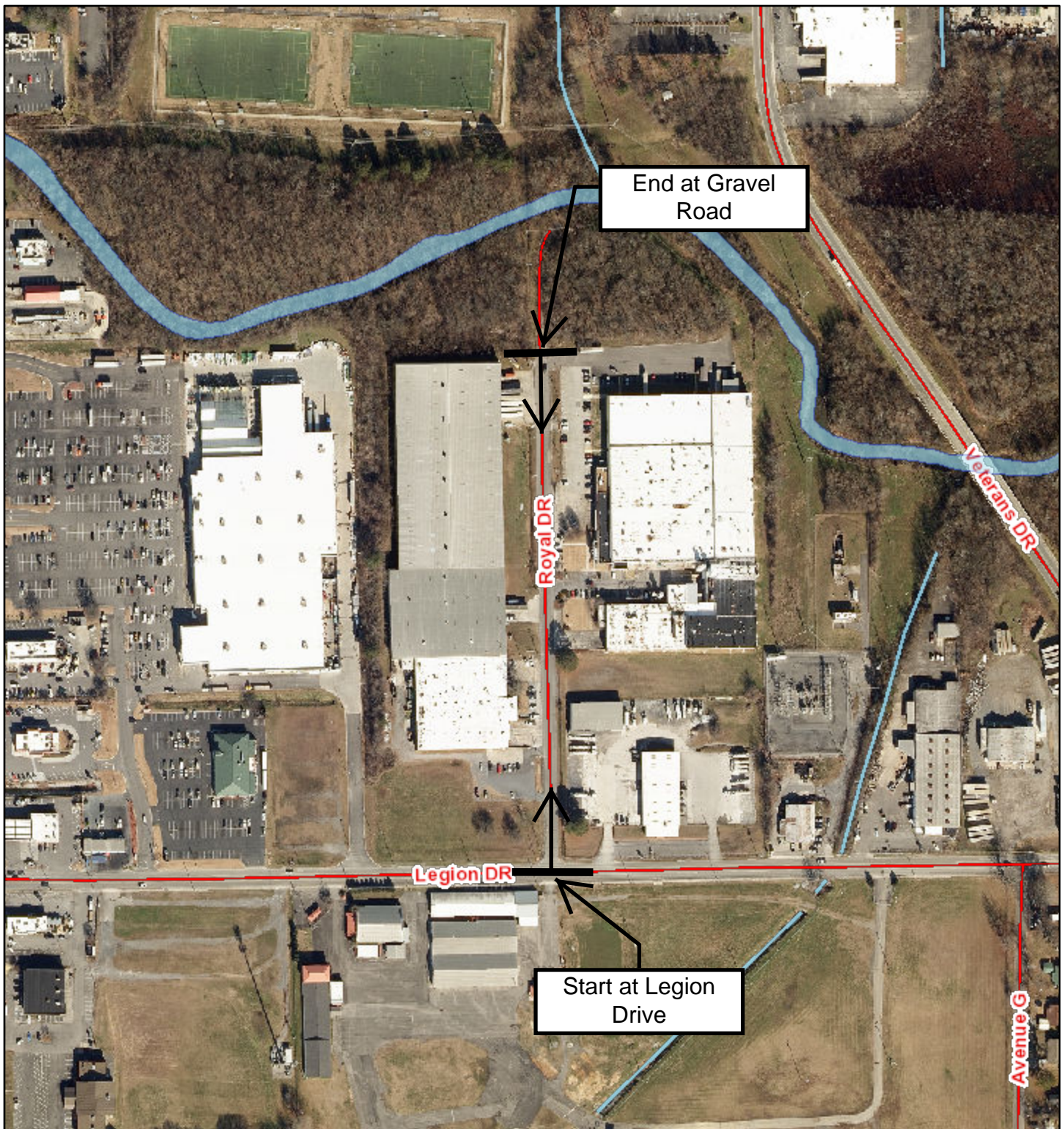


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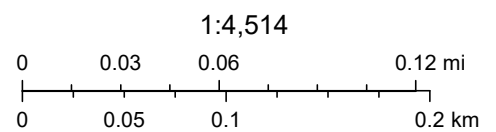
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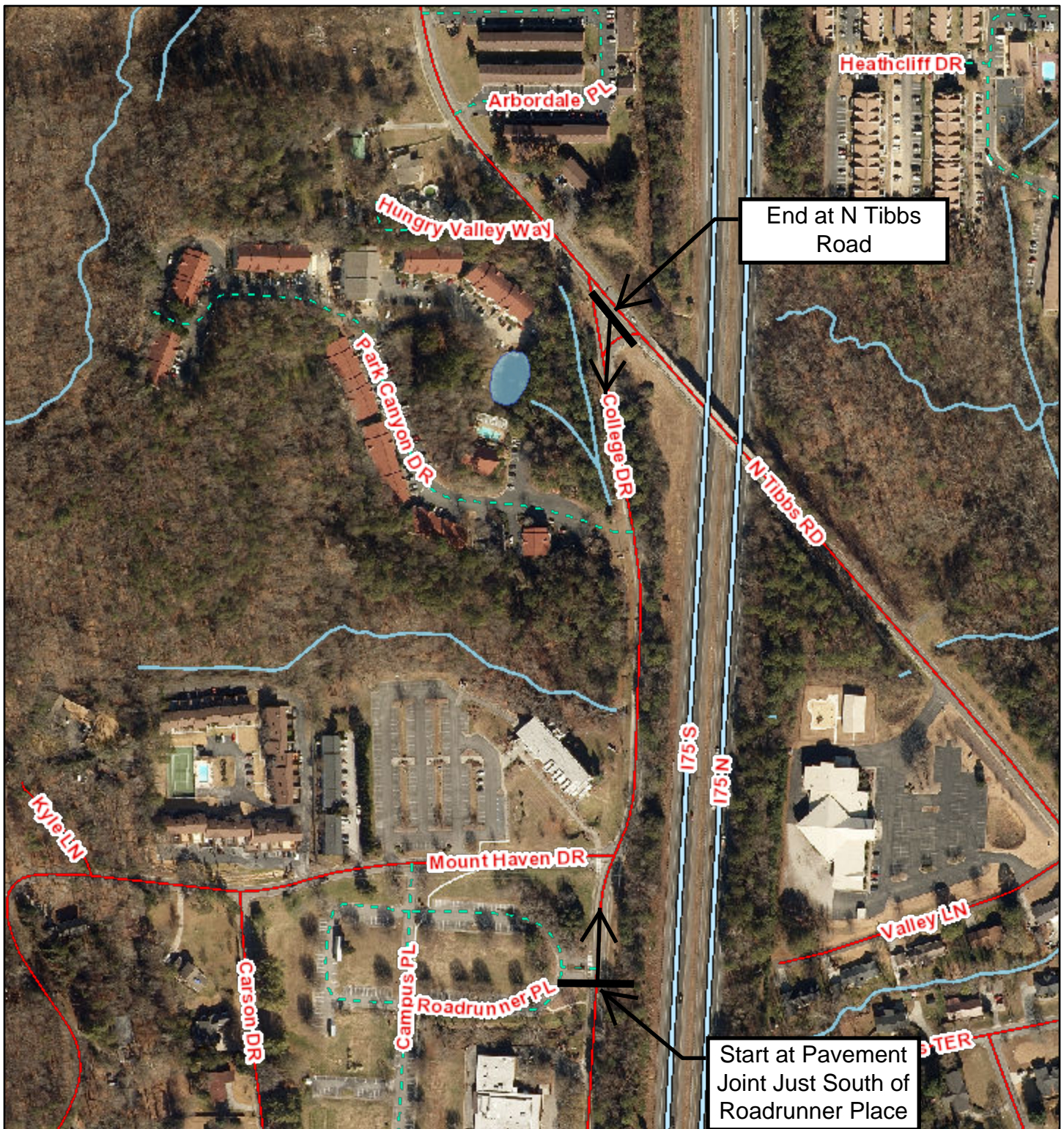
Royal Drive - Location Details



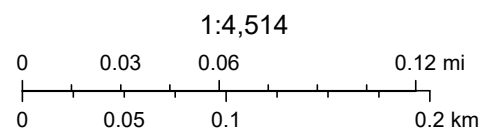
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College Drive - Location Details



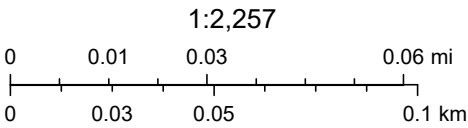
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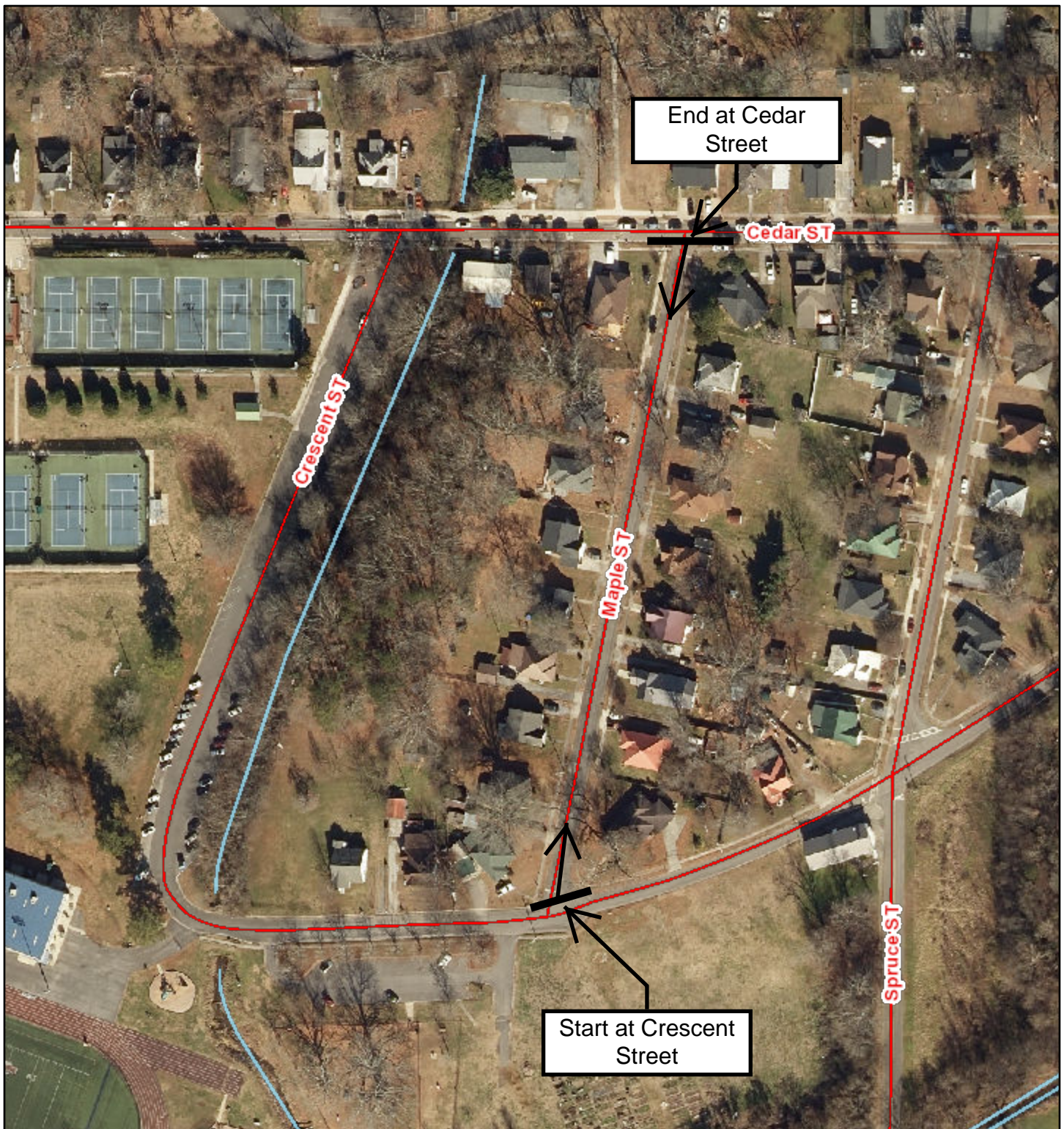
Spruce Street - Location Details



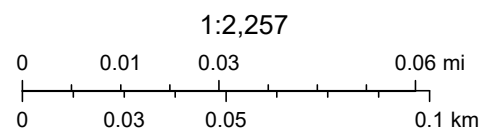
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Maple Street - Location Details



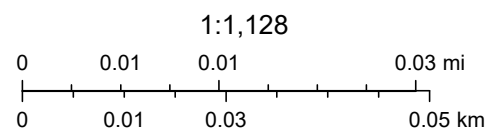
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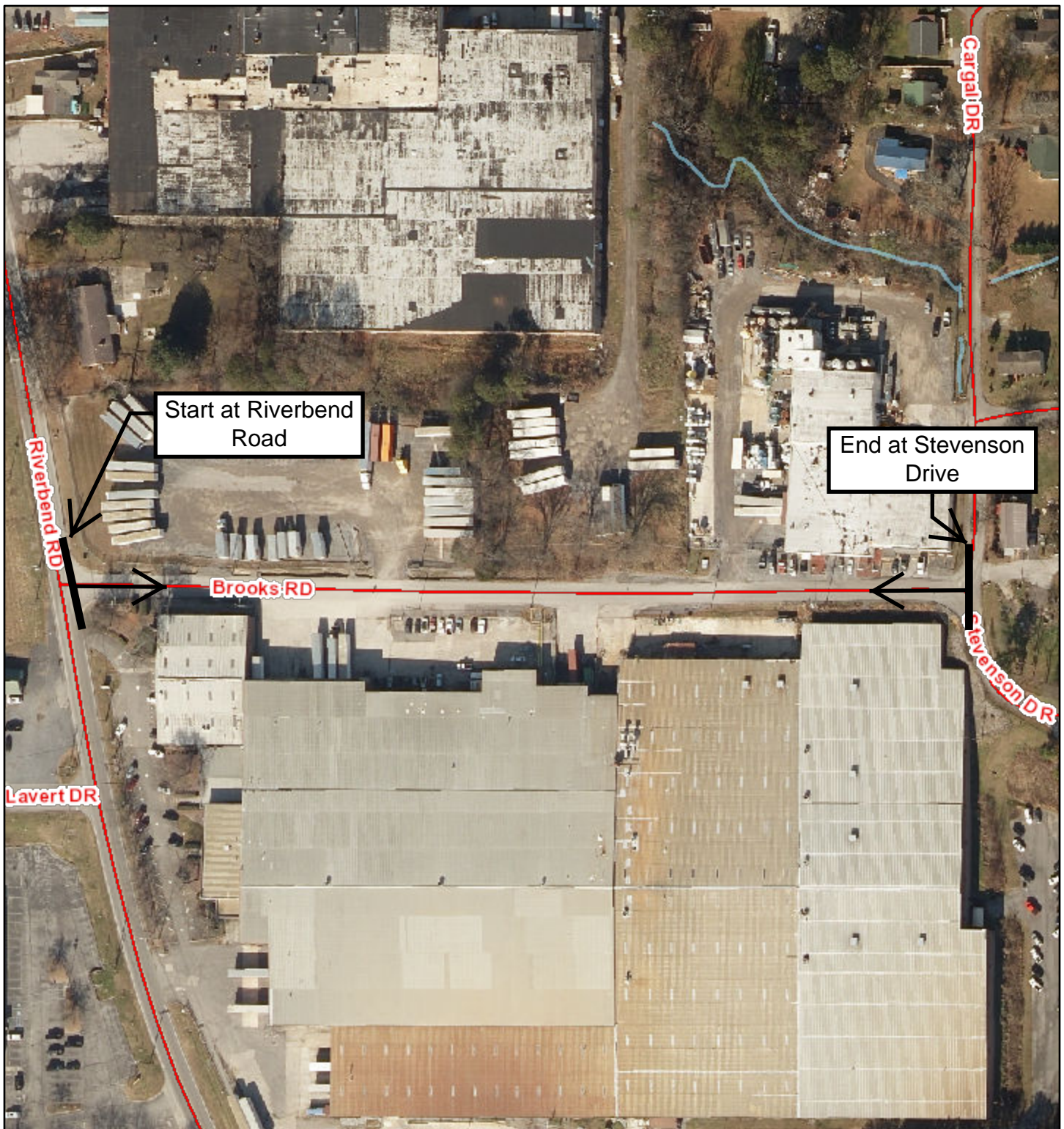
Red Cross Drive - Location Details



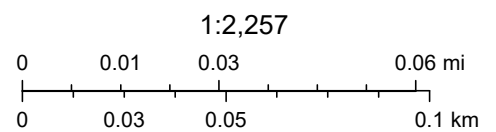
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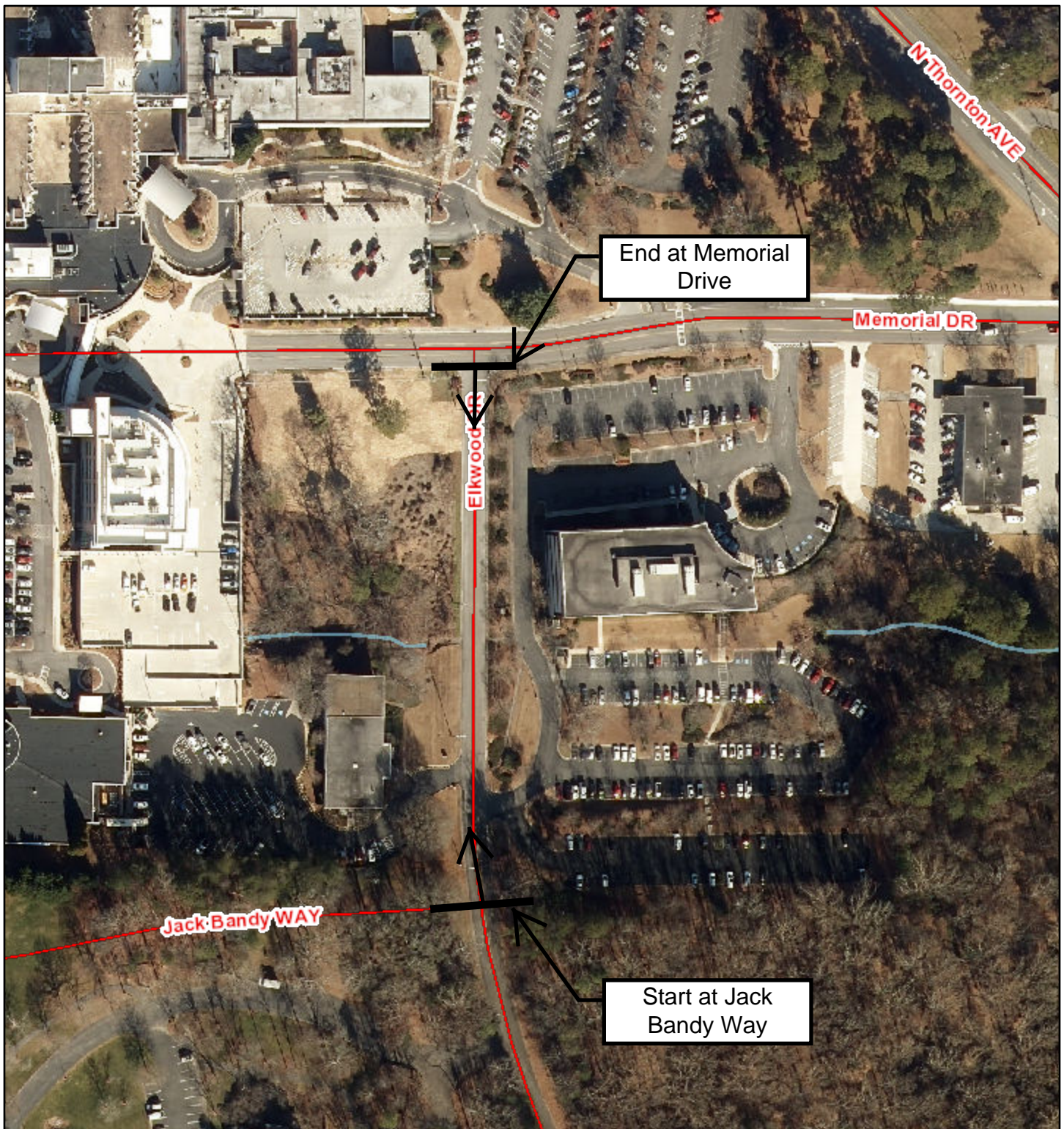
Brooks Road - Location Details



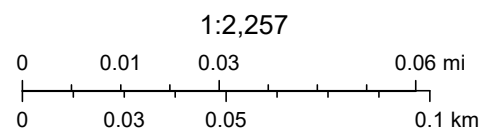
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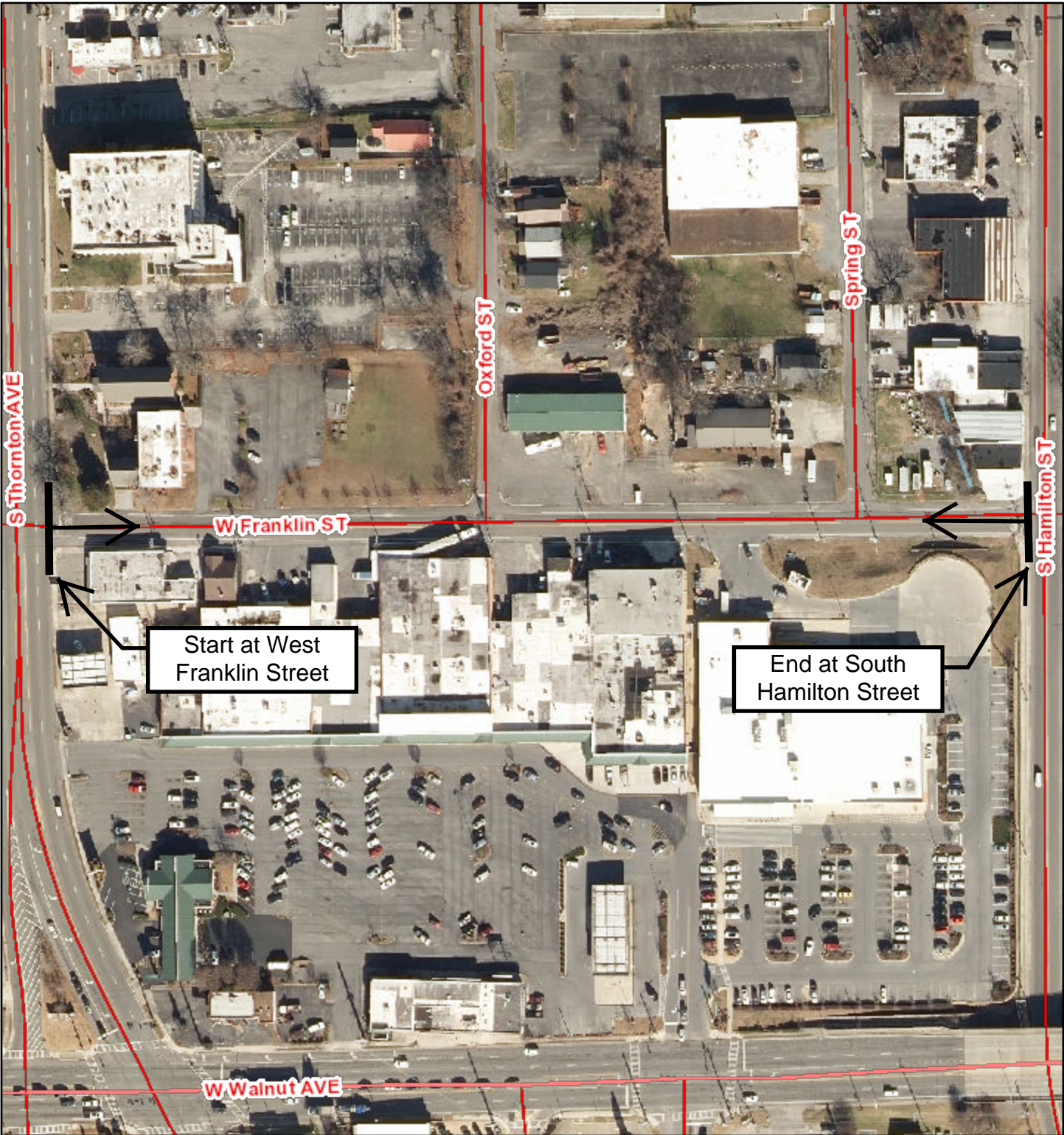
Elkwood Drive - Location Details



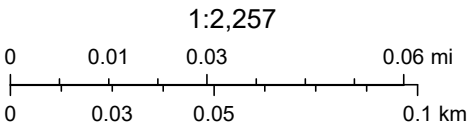
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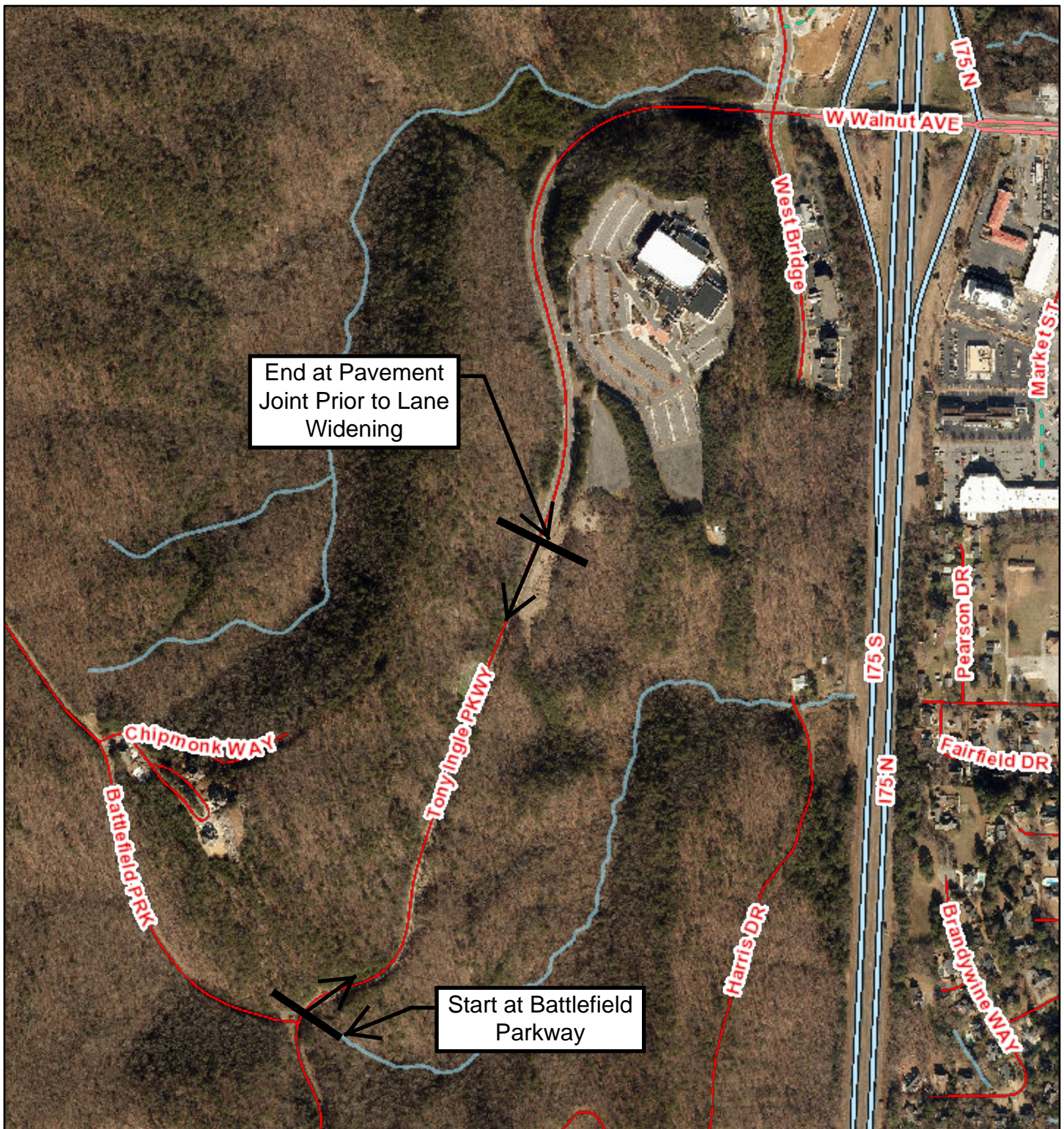
West Franklin Street - Location Details



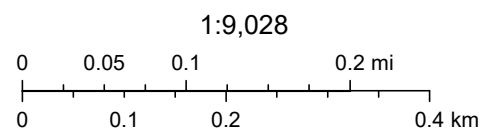
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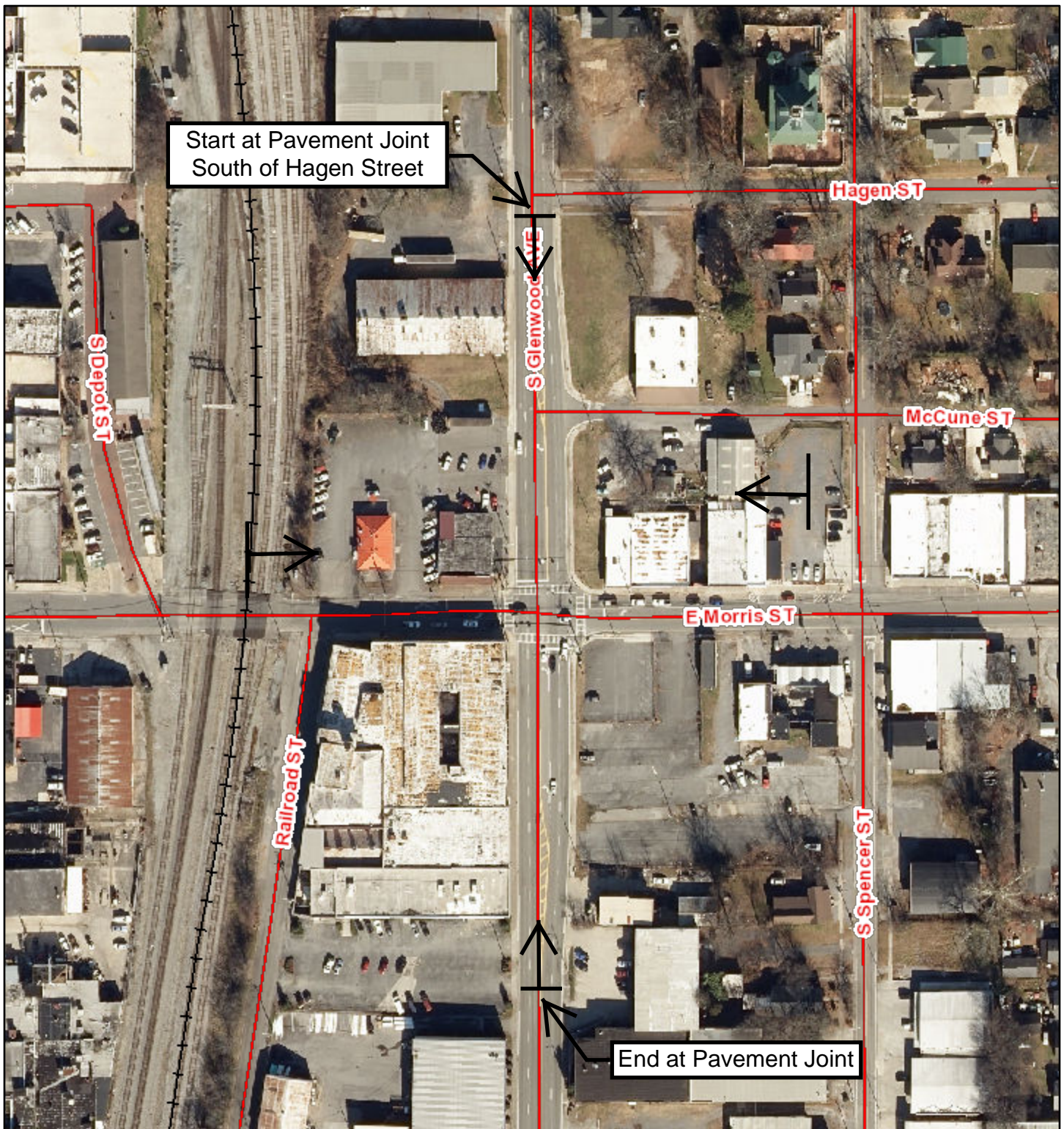
Tony Ingle Parkway - Location Details



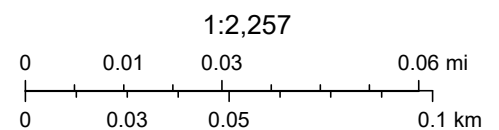
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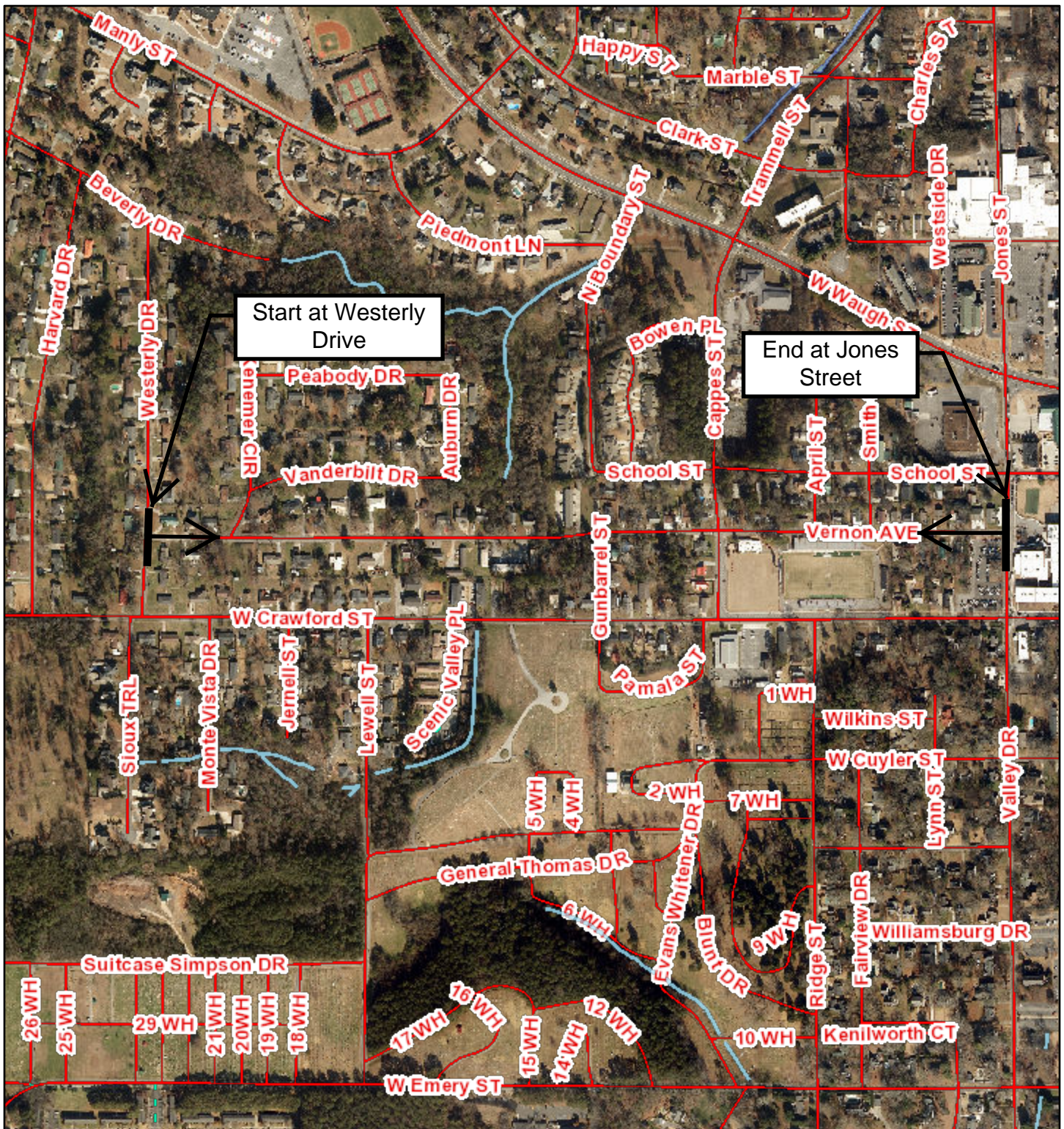
Glenwood Avenue - Location Details



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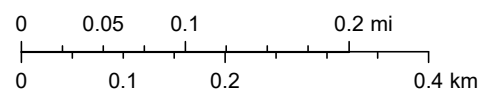


Vernon Avenue - Location Details



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CONTRACT ADDENDUM

ADDENDUM NO.: 001

DATE ISSUED: MONDAY, AUGUST 15, 2022

BID DATE: FRIDAY, AUGUST 19, 2022

BID TIME: 2 PM ET

BID LOCATION: Dalton City Hall Finance Department

CONTRACTOR ACTION:

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

REVISION TO CONTRACT DOCUMENTS

1. Revision to section 0331 Payments to Contractors
 - a. In accordance with Georgia Senate Bill 438 Effective Date: 07-01-2022, Owner shall retain five percent (5%) of the amount of each estimate for the life of the Project until final completion and acceptance of all work covered by this contract.

INTERPRETATIONS:

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

1. Do you know if MTV is required? It states to refer to GDOT spec; however, I do not see that it meets the spec.
 - a. In accordance with GDOT Specifications for utilizing material transfer vehicles (MTV), no streets on the bid advertisement require the use of an MTV.

ACKNOWLEDGEMENT BY:

Brian Bullock
BRIAN BULLOCK, CHIEF ESTIMATOR
BARTOW PAVING COMPANY, INC.

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





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

December 14, 2020

CERTIFICATE OF QUALIFICATION
Vendor ID: 2BA780

Bartow Paving Company, Inc.
P. O. Box 2045
Cartersville, GA 30120

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

MAXIMUM CAPACITY RATING:	\$100,100,000
CERTIFICATE EXPIRES:	November 30, 2022
PRIMARY WORK CLASS/CODE:	400
SECONDARY WORK CLASS(ES)/CODE(S):	205, 310, 432, 550

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

In order to be continuously eligible to bid with this Department, your next application for prequalification must be submitted before the expiration date. If you desire to submit an application some intermediate period before the expiration date, your Rating will be reviewed on the basis of the new application.

This Prequalification Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT.

Sincerely,

Marc Mastronardi,

Marc Mastronardi, P.E.
Chairman, Prequalification Committee/Contractors

Digitally signed by Marc Mastronardi, P.E.
DN: cn=Marc Mastronardi, o=Georgia Department of Transportation,
ou=Division of Construction - Director,
c=US, email=mm@dot.ga.gov
Date: 2020.12.16 07:40:01-0500

MM:ASB



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/20/2021

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
Cobbs Allen
115 Office Park Drive, Suite 200
Birmingham AL 35223

CONTACT
NAME: Susan Gore
PHONE
(A/C, No, Ext): 205-874-1305 FAX
(A/C, No): 205-414-8105
E-MAIL
ADDRESS: sgore@cobbsallen.com

INSURED
Bartow Paving Company, Inc.
1055 Rowland Springs Rd
Cartersville GA 30121

BARTO-2

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance	11150
INSURER B : Travelers P&C of America	25674
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 920307551

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ZAGLB9215805	10/1/2021	10/1/2022	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 - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ZACAT9238005	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> CLAIMS-MADE			CUP3S96611721NF	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	ZAWCI9381905	10/1/2021	10/1/2022	<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

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

General Liability -

- Blanket Additional Insured if required by written contract
- Blanket Waiver of Subrogation if required by written contract
- 60 Day Notice of Cancellation if required by written contract
- Primary and Non-Contributory if required by written contract

Automobile Liability -

- Blanket Additional Insured if required by written contract
- See Attached...

CERTIFICATE HOLDER**CANCELLATION**

SAMPLE CERTIFICATE

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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**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY Cobbs Allen		NAMED INSURED Bartow Paving Company, Inc. 1055 Rowland Springs Rd Cartersville GA 30121
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

- Blanket Waiver of Subrogation if required by written contract
- 60 Day Notice of Cancellation if required by written contract
- Primary and Non-Contributory if required by written contract
- Hired Car Physical Damage is ACV or Cost of Repair which ever is less

Workers' Compensation -

- Broad Form - All States
- Blanket Waiver of Subrogation if required by written contract
- 60 Day Notice of Cancellation if required by written contract

Umbrella

- Follow Form GL, Auto and Work Comp
- Blanket Waiver of Subrogation if required by written contract
- 30 Day Notice of Cancellation if required by written contract
- Primary basis or Primary and Non-contributory if required by written contract or agreement



**GEORGIA
CORPORATIONS
DIVISION**

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	BARTOW PAVING COMPANY, INC.	Control Number:	H505605
Business Type:	Domestic Profit Corporation	Business Status:	Active/Compliance
Business Purpose:	NONE		
Principal Office Address:	1055 Rowland Springs Road, Cartersville, GA, 30120-1685, USA	Date of Formation / Registration Date:	2/18/1950
State of Formation:	Georgia	Last Annual Registration Year:	2022

REGISTERED AGENT INFORMATION

Registered Agent Name: **SHROPSHIRE GEORGE**
 Physical Address: **1055 ROWLAND SPRINGS ROAD, CARTERSVILLE, GA, 30121, USA**
 County: **Bartow**

OFFICER INFORMATION

Name	Title	Business Address
Charles Andrew Shropshire	Secretary	1055 Rowland Springs Road, Cartersville, GA, 30120, USA
George Shropshire, III	CEO	1055 Rowland Springs Road, Cartersville, GA, 30120, USA
George Shropshire, III	CFO	1055 Rowland Springs Road, Cartersville, GA, 30120, USA

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530,
 Phone: (404) 656-2817 Toll-free: (844) 753-7825, WEBSITE: <https://sos.ga.gov/>

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[Report a Problem?](#)

Occupational Tax Certificate

City of Cartersville, Georgia



Business Mailing Address:

G.E. SHROPSHIRE
BARTOW PAVING COMPANY, INC
PO BOX 2045
CARTERSVILLE, GA 30121

Certificate Number
0001202101218

Business Address: 1055 ROWLAND SPRINGS RD SE

Business Type: 324121 - Asphalt Paving Mixture and
Block Manufacturing

Customer Number: LCB201700430

Certificate Issued To: BARTOW PAVING COMPANY, INC

Certificate Amount: 675.00

Expiration Date: 12/31/2022

Date Issued: October 26, 2021

Director of Planning and Development

DISPLAY IN A CONSPICUOUS PLACE. MAY BE
REVOKED FOR CAUSE

MISC00000889315



SYSTEM FOR AWARD MANAGEMENT

Bartow Paving Company, Inc.
DUNS: 033620337 CAGE Code: 0J4R5
Status: Active
SAM Unique Entity ID: L9YUALBPP4H7
Expiration Date: 07/01/2023
Purpose of Registration: All Awards

1055 Rowland Springs Rd
Cartersville, GA, 30121-2951
UNITED STATES

Entity Overview

Entity Registration Summary

DUNS: 033620337
Name: Bartow Paving Company, Inc.
Business Type: Business or Organization
Last Updated by: LANDIS CARNES
Registration Status: Active
Activation Date: 07/01/2022
Expiration Date: 07/01/2023

Exclusion Summary

Active Exclusion Records? No

Request for Taxpayer Identification Number and Certification

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

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

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

BARTOW PAVING COMPANY, INC.

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

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

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

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

1055 ROWLAND SPRINGS ROAD

6 City, state, and ZIP code

CARTERSVILLE, GEORGIA 30120-2951

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - ____

or

Employer identification number

5 8 - 0 8 3 3 2 0 1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ► 08/19/2022

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

DRUG-FREE

Certification

Bartow Paving Company, Inc.

Has Been Certified As A
DRUG-FREE WORK PLACE

And Is Awarded this Certificate By The State Board of Workers' Compensation


March 21, 2022

This Day of

March 21, 2023

And Expires




CHAIRMAN



1055 Rowland Springs Rd. | Cartersville, GA 30121 | www.bartowpaving.com

info@bartowpaving.com | P: (770) 382-2025 | F: (770) 387-1309

STATEMENT OF POLICY

01/01/2022

EQUAL EMPLOYMENT OPPORTUNITY POLICY

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race religion sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

Furthermore, it is the policy of this Company to cooperate to the fullest extent with the applicable regulations of the Civil Rights Act of 1964, Executive Order No. 11246, and amendments thereto. A copy of this statement of policy shall be furnished to all our sub-contractors, and major suppliers, and shall be posted at our offices and bases of operation. This policy will be applied to every phase of employee recruitment, including employment agencies, labor organizations and advertising.

NOTICE ENCOURAGING REFERRAL OF MINORITY AND FEMALE APPLICANTS

We encourage employees to refer minority and female applicants for employment. If you know a minority or female who is seeking employment, please refer them to us.

COMPLAINT PROCEDURES

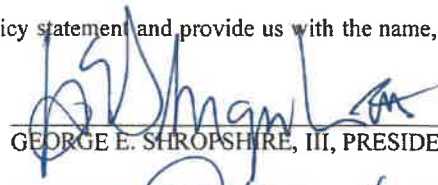
To assure implementation of the above policy Travis Christiansen is designated as the Equal Employment Opportunity Officer. Any complaint of alleged discrimination by this Company should be brought to his attention. He may be contacted in writing at 1055 Rowland Springs Road, Cartersville, GA 30121 or by telephone at 770-382-2025.

AFFIRMATIVE ACTION

The equal employment objective of the Company is to achieve an employee profile that is an approximate reflection of the community's demographic distribution with respect to race and sex in each major job classification. This objective demands full utilization of minorities and women in all job classifications, as well as the absence of discrimination in employment as a result of race, religion, national origin, sex, age, disability, veteran status or any other condition or status protected by applicable federal or state statutes, except where a bona fide occupational qualification applies.

In addition to our commitment to provide equal opportunities to all qualified individuals, we will make every effort to reach an appropriate mix of employees with respect to minority employment in order to maintain our status as an equal opportunity employer in every sense of the word.

By executing this agreement, you agree to adopt the above policy statement and provide us with the name, address and phone number of your Equal Employment Officer.


GEORGE E. SHROPSHIRE, III, PRESIDENT


TRAVIS CHRISTIANSEN, EEO OFFICER



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 09/06/22

Agenda Item: Resolution 22-11 Eminent Domain 312 W. Waugh Street

Department: Administration

Requested By: Andrew Parker

Reviewed/Approved by City Attorney? Yes

Cost:

Funding Source if Not in Budget

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

RESOLUTION 22-11 OF THE MAYOR AND COUNCIL OF THE CITY OF DALTON PURSUANT TO CHAPTER 1 OF TITLE 22 AND ARTICLE 2 OF CHAPTER 2 OF TITLE 22 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED FOR THE EXERCISE OF THE POWER OF EMINENT DOMAIN FOR THAT PROPERTY KNOWN AS 312 W. WAUGH STREET, CITY OF DALTON; TO MAKE FINDINGS OF PUBLIC NECESSITY; AND TO AUTHORIZE THE CITY'S LEGAL REPRESENTATIVE TO PETITION THE SUPERIOR COURT FOR AN IN REM JUDGMENT AGAINST SAID REAL ESTATE AND APPURTENANCES INCLUDING AN OUTDOOR SIGN ATTACHED TO THE BUILDING; AND FOR OTHER PURPOSES.

**CITY OF DALTON
RESOLUTION**

Resolution No. 22-11

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF DALTON PURSUANT TO CHAPTER 1 OF TITLE 22 AND ARTICLE 2 OF CHAPTER 2 OF TITLE 22 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED FOR THE EXERCISE OF THE POWER OF EMINENT DOMAIN FOR THAT PROPERTY KNOWN AS 312 W. WAUGH STREET, CITY OF DALTON; TO MAKE FINDINGS OF PUBLIC NECESSITY; AND TO AUTHORIZE THE CITY'S LEGAL REPRESENTATIVE TO PETITION THE SUPERIOR COURT FOR AN IN REM JUDGMENT AGAINST SAID REAL ESTATE AND APPURTENANCES INCLUDING AN OUTDOOR SIGN ATTACHED TO THE BUILDING; AND FOR OTHER PURPOSES

WHEREAS, the Mayor and Council have authority to condemn private property for public use where it is necessary to take or damage such private property for public necessity and use; and

WHEREAS, the City of Dalton requires the total taking of the real estate and appurtenances thereto known as "312 W. Waugh Street, City of Dalton" ("the Property") for the construction of its Prater Alley Stormwater Improvement And Flood Mitigation Project for the Prater Alley drainage basin; and

WHEREAS, the City of Dalton has had the Property and its appurtenances appraised as to the fair market value and offering the owner of the Property the amount of such appraisal believed to constitute just and adequate compensation, but has been unable to acquire the Property by contract; and

WHEREAS, the City of Dalton has determined to proceed with its public works construction project for stormwater improvements and flood mitigation in the Prater Alley drainage basin:

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Dalton and by authority of the same IT IS HEREBY RESOLVED as follows:

-1-

The Mayor and Council find it to be a matter of public necessity in order to construct the The Stormwater improvements and flood mitigation project for the Prater Alley drainage basin to exercise its power of eminent domain over that Property which is described by Exhibit "A" and to take fee simple title to the entire tract and its appurtenances.

-2-

A plat of the Property along with photograph thereof is attached hereto as cumulative Exhibit "B."

-3-

The City of Dalton has offered an amount to the owner of the Property as just compensation in accordance with its appraisal thereof, including an amount for the outdoor sign affixed to the building, and for relocation expenses.

-4-

The Owner has declined the City's offer of just compensation countering with an amount the Mayor and Council find to be in excess of its fair market value and has thereby declined to accept.

-5-

The City Attorney is hereby authorized to file an in rem action in Whitfield County Superior Court against the Property and its appurtenances pursuant to Article 2 of Chapter 2 of Title 22 of the Official Code of Georgia Annotated it being necessary to have the Court supervise the process under O.C.G.A. 322-2-100 et. seq.

-6-

The City Clerk is directed to record this action and this Resolution in the minutes and proceedings of the Mayor and Council.

-7-

This Resolution shall be effective upon its passage by vote of the Mayor and Council approving same.

SO RESOLVED this _____ day of September, 2022.

City of Dalton

By: _____
Mayor

Attest:

City Clerk

The forgoing Resolution was read at regular meeting of the Mayor and Council on September 6, 2022. Upon Motion by Council member _____ and second by Council member _____ the question was called and the vote was _____ AYES, _____ NAYS and the Motion DOES pass.

City Clerk

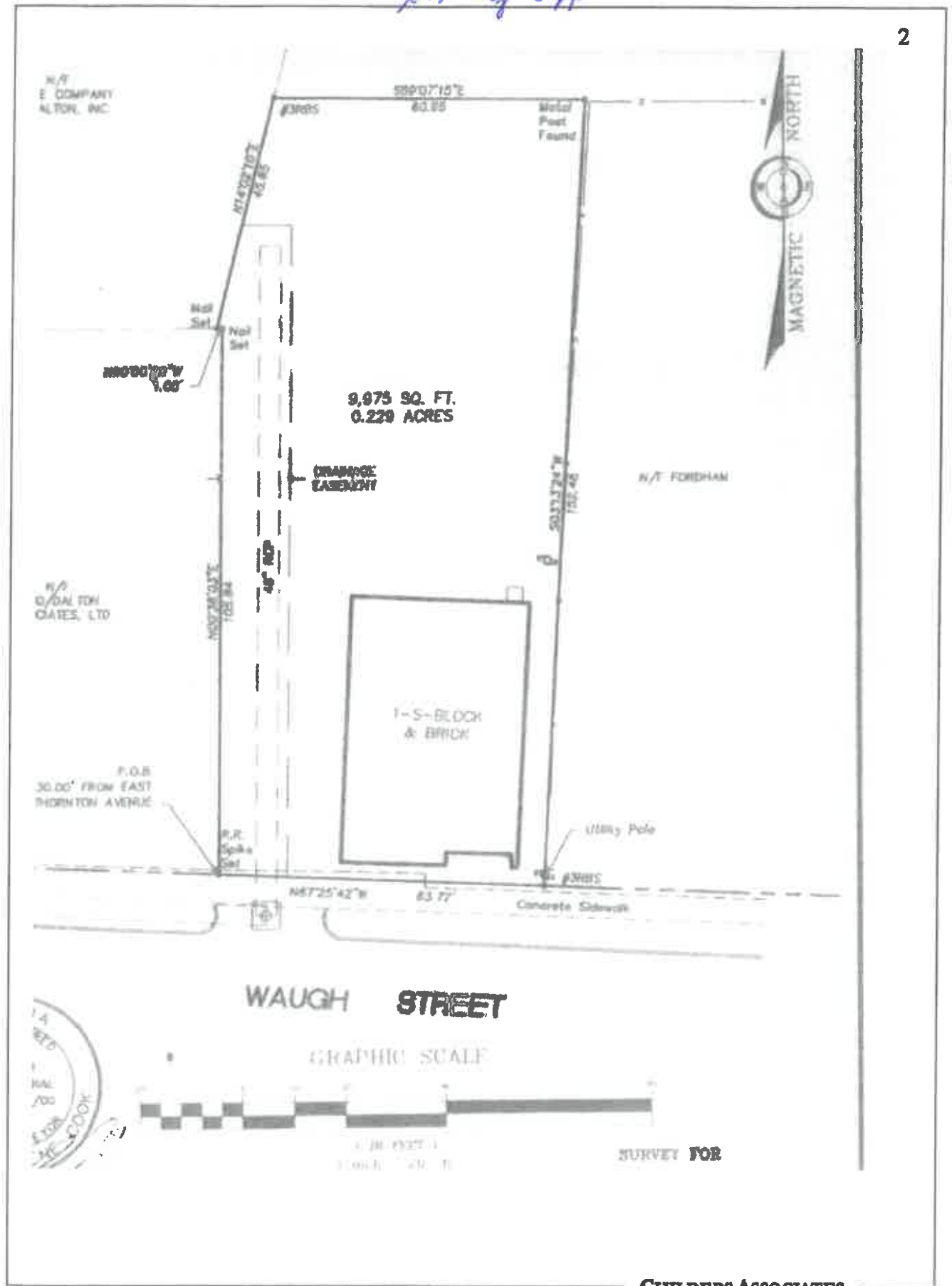
EXHIBIT "A"

All that tract or parcel of land lying and being in the City of Dalton, Whitfield County, Georgia, commonly known as 312 W. Waugh Street, and of the following description:

Fronting 62 feet, more or less, along the north side of Waugh Street, and running back North therefrom 146 feet, more or less, being the identical lands conveyed to Mrs. Dixie Bradley Bandy by Warranty Deed of Mrs. J.C. Henderson dated September 6, 1955 and recorded in Deed Book 88, Page 194, in the Deed Records of Whitfield County, Georgia. Said lands being more particularly described as follows: COMMENCING on the north side of Waugh Street at the southeast corner of the lands now or formerly owned by W.L. Manton and W.C. Bryant, said point being 130 feet east of the northeast corner of the intersection of said Waugh Street with Thornton Avenue; thence north 100 feet, more or less; thence west 1 foot; thence north 46 feet, more or less; thence east 63 feet, more or less; thence south 146 feet, more or less to the north side of Waugh Street; thence west along the north side of Waugh Street 62 feet, more or less, to the point of beginning.

EXHIBIT "B"
P. 1 of 2 P.

2



Improvements

The subject is improved with a single-story commercial building constructed in 1960.

Representative photographs of the subject building are included below. A brief description of the subject building follows the photographs.

Subject Photographs

View of front exterior finish of subject





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 9-6-22

Agenda Item: Budget Amendment #4

Department: Finance

Requested By: Cindy Jackson

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

Cost: \$0

**Funding Source if Not in
Budget**

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

Budget Amendment #4 for line item adjustments requested by various departments.

2022 Budget Amendment**Budget Amendment #4**

GENERAL FUND	Increase (Decrease)	
Revenues & Transfers-In		
Reimbursements damaged property	\$ 4,485	(1)
Transfers in - Utility transfer fee	592,000	(2)
	<u>\$ 596,485</u>	
Expenditures & Transfers-out		
Fire - Equipment Maintenance & Repair	\$ 4,485	(1)
Infrastructure	407,200	(3)
Technical contracted	(599,000)	(4)
Transfer to 2020 SPLOST Fund	599,000	(4)
Transfer to Airport Grant Fund	30,850	(5)
	<u>\$ 442,535</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ 153,950</u></u>	

- (1) Insurance reimbursement for damages incurred to fire department vehicle
- (2) Adjust to actual utility transfer fee per 2021 audit
- (3) Cost to demo downtown parking deck
- (4) Move budgeted paving costs to 2020 SPLOST fund
- (5) Additional local funds needed for airport contract approved 4/4/22 - federal funds of \$737,275 to be received

2020 SPLOST Fund	(Decrease)	
Revenues & Transfers-In		
Transfer from general fund	\$ 599,000	(4)
	<u>\$ 599,000</u>	
Expenditures & Transfers-out		
Technical contracted - paving	\$ 599,000	(4)
	<u>\$ 599,000</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ -</u></u>	

Airport Grant Fund	(Decrease)	
Revenues & Transfers-In		
Federal revenue	\$ 737,275	(5)
Transfer from general fund	30,850	(5)
	<u>\$ 768,125</u>	
Expenditures & Transfers-out		
Infrastructure	\$ 768,125	(5)
	<u>\$ 768,125</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ -</u></u>	



Donna McSwain
1833 Centre
Point Circle Suite 139 | Naperville, IL 60543 Office: (863)
255-5370 | Fax (989)-893-0208
Donna.McSwain@sedgwick.com

August 30, 2022

City of Dalton
Attn: Todd Pangel
P.O Box 1205
Dalton, GA 30722

[email: tpangle@dalton.ga.gov](mailto:tpangle@dalton.ga.gov)

RE:	Named Insured:	City of Dalton
	Policy Number:	PE-4640521-01
	Policy Terms:	May 1, 2022—May 1, 2023
	Reported Date of Occurrence:	June 8, 2022
	Claim Number:	4A2206D0NBL-0001
	Underwriting Company:	Argonaut Great Central Insurance Company
	Equipment:	404 School Street, Dalton, GA 30702

Dear City of Dalton:

This office has been appointed by Argonaut Great Central Insurance Company as the claims provider with respect to the above referenced claim. The claim was submitted to us for collision damage to you overhead door located at 404 School St., Dalton, GA 30702.

Argonaut Great Central Insurance Company issued policy number PE-4640521-01 to City of Dalton for the period of May 1, 2022, through May 1, 2023. This letter is in response to the first notice of loss we received on June 13, 2022, for damage occurring to 404 School St., Dalton, GA 30702, reported as occurring on June 8, 2022.

You reported 404 School St., Dalton, GA 30702 was damage resulting from collision damage when struck by a fire truck. We assigned field adjuster Steven Dean to inspect your property.

We have completed our review of your submitted documentation and review of your policy. We have issued payment to you in the amount of \$4,485.00. This amount represents the Replacement Cost of your damage less your \$2,500.00 deductible.

Argonaut Great Central Insurance Company does not intend to, nor does it waive any term, condition, right, definition, exclusion, endorsement, limitation or defense under the policy or as provided by law. All rights remain reserved under the policy for these and other questions of coverage that may arise during the investigation. Your rights are also reserved under the policy.

Should you be in possession of additional information which you feel has a bearing on our coverage or damage determination, please forward it to my attention for additional consideration.

Sincerely,

Donna McSwain

Exhibit A
Per Bond Ordinance

REQUIRED TRANSFER TO THE CITY OF DALTON, GEORGIA
FOR THE YEAR ENDED DECEMBER 31, 2021
(In Thousands)

TRANSFER PAYMENT CALCULATION

Gross Revenues (all Utility sectors)

Operating revenues	\$ 236,484
Interest income	1,318
Miscellaneous income	565
Total gross revenues	<u>\$ 238,367</u>

Percent from ordinance	5%
Calculated Transfer Payment - 5% of Gross Revenues	11,918 A
Minimum Transfer Payment	10,500 B
Required payment to the City of Dalton, Georgia if 1.20 Debt Service requirement is met (Greater of A and B)	<u>\$ 11,918</u>

DEBT SERVICE REQUIREMENT CALCULATION

Net Revenues (all Utility sectors)

Gross Revenues	\$ 238,367
Less: Operating Expenses	(196,103)
Plus: Depreciation	26,143
Plus: Amortization Nuclear Fuel	4,438
Total Net Revenues	<u>\$ 72,845</u>

Maximum Annual Debt Service Requirement	\$ 13,000
Coverage from Ordinance	1.20
Debt Service Threshold to meet	<u>\$ 15,600</u>

CONCLUSION

Net Revenues of \$72,845 are greater than 1.20 times Maximum Annual Debt Service (\$15,600); hence, the full amount of \$11,918 is due to the City of Dalton, Georgia.

\$11,918,000 per bond ordinance
\$11,326,000 2022 Budget
\$592,000 *Budget Amend.*

Cindy Jackson

From: Chad Townsend
Sent: Monday, August 15, 2022 2:45 PM
To: Cindy Jackson; Jackson Sheppard
Cc: Andrew Parker; Stephanie Mann; Vickie Swinney; Mechelle Champion; Tosha Haynes
Subject: RE: Dalton Parking Deck - Condition Survey Report

Cindy,

Can we have the following accounts funded for the amounts as listed.

#497000-521200-17053 - \$4,871.79
#497000-522240-17053 - \$400,000
#497000-522300-17053 - \$2,314.62

\$407,200

Budget Approved

This should cover us but we may have some additional needed for the equipment rental and construction/material cost.

Thank You

Chad Townsend
Director - Public Works Department
Office: 706.278.7077
Direct: 706.277.7254
Email: ctownsend@daltonga.gov



From: Cindy Jackson <cjackson@daltonga.gov>
Sent: Wednesday, June 29, 2022 1:03 PM
To: Chad Townsend <ctownsend@daltonga.gov>; Jackson Sheppard <jsheppard@daltonga.gov>
Cc: Andrew Parker <aparker@daltonga.gov>; Stephanie Mann <smann@daltonga.gov>; Vickie Swinney <vswinney@daltonga.gov>; Mechelle Champion <mchampion@daltonga.gov>
Subject: RE: Dalton Parking Deck - Condition Survey Report

Hi Chad,

I've setup account #497000-521200-17053 for any professional fees associated with this project i.e. engineers, architects, etc. and account #497000-522240-17053 for any construction costs associated with the project, and #497000-522300-17053 for equipment rental. The one quote had "+ sales tax", please remember that we are exempt. Rhonda can give you the exemption forms.

When PO's are required or invoices are paid, please send to Vickie or Stephanie to post over budget since no budget has been established or adopted at this time.

Thank you,

Cindy

Dalton Public Works Department Budget Transfer Request									
Transfer From					Transfer To				
Accounts For	Account No.	Account Description	Available Budget	Amount Requesting Transfer	Accounts For	Account No.	Account Description	Current Available Budget	Comment
0010 General Fund - Operating	497000 521300 PAVE	Technical Contracted Services	\$ 399,000.00	ⓧ 399,000.00	0321 SPLOST 2020	321110 541400 SP256	PAVING 2022	\$ 1,000,000.00	Transfer GDOT 2022 LMIG Grant Funds
0010 General Fund - Operating	497000 521300 SDS	Technical Contracted Services	\$ 200,000.00	ⓧ 200,000.00	0321 SPLOST 2020	321110 541400 SP256	PAVING 2022	\$ 1,000,000.00	Transfer 2022 LMIG LOST Funds
0320 SPLOST 2015	320110 541400 SP180	PAVING 2021	\$ 20,205.05	20,205.05	0321 SPLOST 2020	321110 541400 SP256	PAVING 2022	\$ 1,000,000.00	Transfer Remaining 2015 SPLOST Funds for 2021 LMIG (Project is Completed) Transfer
0321 SPLOST 2020	321110 541400 SP180	PAVING 2021	\$ 87,197.44	87,197.44	0321 SPLOST 2020	321110 541400 SP256	PAVING 2022	\$ 1,000,000.00	Transfer Remaining 2020 SPLOST Funds for 2021 LMIG (Project is Completed)
Total Transfer Requested			\$	706,402.49					
Revised PAVING 2022 Account Budget (Following Completed Transfers)			\$	1,706,402.49					

ⓧ Move from general fund to 2020 SPLOST fund for paving Contract



Russell R. McMurtry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

April 20, 2022

The Honorable David Pennington, Mayor
City of Dalton
300 W. Waugh Street, #317
Dalton, GA 30722-1205

In Re: AP022-9052-43(313) Whitfield
PID - T007542
Contract Amount - \$737,274.36

*Approved by
mac
4.4.22*

Dear Mayor Pennington:

Transmitted herewith is a fully executed contract between the Department and the City of Dalton. The contract is to acquire land/easement runway 32 RPZ; DBE update FY21-23; replace AWOS at the Dalton Municipal Airport. The attached document serves as your formal Notice to Proceed with the project.

A pre-construction conference with the contractor should be scheduled and accomplished prior to the start of construction. The conference should be scheduled by you or your airport engineering consultant. Please insure that our office and the Department's Area Engineer are invited to the meeting.

We look forward to working with you on this project. If you have any questions, please contact Damon Carr, Aviation Project Manager, at (470) 715-5494.

Sincerely,

Leigh Ann Trainer

Digitally signed by Leigh Ann Trainer
DN: cn=Leigh Ann Trainer, o=Georgia Department of Transportation, ou=Division of Intermodal, email=latrainer@dot.ga.gov, c=US
Date: 2022.04.20 17:00:14 -0400

Leigh Ann Trainer, Director
Division of Intermodal

LAT:jds

Enclosures

*Project = \$800,623.40
Federal = \$737,274.36

Local \$63,348.04
Budget \$32,500.00

BA \$30,849.04
-----*

**GEORGIA DEPARTMENT OF TRANSPORTATION
AIRPORT CONTRACT**

NOTICE TO PROCEED

PROJECT NUMBER: AP022-9052-43(313)

COUNTY: WHITFIELD

CONSTRUCTION AUTHORIZATION: DISTRICT 6

EFFECTIVE DATE: APRIL 20, 2022

PID NO.: T007542

CONTRACT WITH: CITY OF DALTON

DATE CONTRACT EXECUTED: APRIL 20, 2022



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 9-6-22

Agenda Item: Table – Setting of Millage Rate

Department: Finance

Requested By: Cindy Jackson

Reviewed/Approved by City Attorney? Yes

Cost: \$0

Funding Source if Not in Budget

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

Due to recent events and possible reissuance of a 2022 tax digest, I recommend the adoption of the advertised millage rate be tabled until a final certified digest is received.

NOTICE OF CURRENT TAX DIGEST AND 5 YEAR HISTORY OF LEVY

The City of Dalton Mayor and Council do hereby announce that the millage rate will be set at a meeting to be held at Dalton City Hall, 300 W. Waugh Street, Dalton, Georgia 30720, Tuesday, September 6, 2022 at 6:00 PM and pursuant to the requirements of O.C.G.A. 48-5-32, do hereby publish the following presentation of the current year's tax digest and levy along with the history of the tax digest and levy for the past five years.

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Real & Personal	3,725,506,421	3,832,017,264	3,900,852,864	3,930,484,908	3,830,830,860	4,390,260,575
Motor Vehicles	60,723,375	49,378,400	41,732,450	39,074,850	26,888,600	24,670,350
Mobile Homes	329,980	363,023	347,653	398,478	413,133	426,695
Public Utilities	23,732,060	23,110,695	21,956,165	21,287,140	21,011,288	20,368,545
Timber-100%	0	0	0	0	0	0
Heavy Duty Equipment	0	0	0	91,953	18,877	0
Gross Digest	3,810,291,836	3,904,869,382	3,964,889,132	3,991,337,329	3,879,162,758	4,435,726,165
Less M&O Exempt	316,394,309	324,560,279	329,697,205	340,470,135	324,352,155	359,652,070
Net M&O Digest	3,493,897,527	3,580,309,103	3,635,191,927	3,650,867,194	3,554,810,603	4,076,074,095
Gross M&O Millage	3.930	3.968	4.042	3.968	4.125	3.858
Less Rollbacks	1.424	1.463	1.560	1.731	1.917	1.860
Net M&O Millage	2.506	2.505	2.482	2.237	2.208	1.998
Net Taxes Levied	\$ 8,755,707	\$ 8,968,674	\$ 9,022,546	\$ 8,166,990	\$ 7,849,022	\$ 8,143,996
Net Tax \$ Increase (Decrease)	\$ 306,250	\$ 212,967	\$ 53,872	\$ (855,556)	\$ (317,968)	\$ 294,974
Net Tax % Increase (Decrease)	3.624%	2.432%	0.601%	-9.482%	-3.893%	3.758%

Source: Whitfield County Board of Tax Assessors

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

Exemptions include all City exemptions, as well as the elderly homestead exemptions as passed by City voters in 2004, HB1782 and HB1783, and Freeport Exemption. The 2022 totals are subject to revision due to property tax appeals. O.C.G.A. 45-5-311 requires temporary tax bills based on 85% of this years assessed valuation or the taxpayer's return value whichever is greater.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 09/6/2022

Agenda Item: Ordinance No. 22-20

Department: City Clerk

Requested By: Bernadette Chattam

**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:**

FIRST READING OF ORDINANCE NO. 22-20 - AN ORDINANCE OF THE CITY OF DALTON PROVIDING FOR THE SALE OF FOOD AND BEVERAGES FROM MOBILE FOOD VEHICLES IN DESIGNATED AREAS OF THE CITY OF DALTON AND DURING DESIGNATED HOURS; TO PROVIDE FOR PERMITTING, INSPECTION, AND ENFORCEMENT; TO PROVIDE PENALTIES FOR VIOLATION; TO PROVIDE FOR AN EFFECTIVE DATE; TO PROVIDE FOR SEVERABILITY; AND FOR OTHER PURPOSES

**CITY OF DALTON
ORDINANCE**

Ordinance No. 22-20

AN ORDINANCE OF THE CITY OF DALTON PROVIDING FOR THE SALE OF FOOD AND BEVERAGES FROM MOBILE FOOD VEHICLES IN DESIGNATED AREAS OF THE CITY OF DALTON AND DURING DESIGNATED HOURS; TO PROVIDE FOR PERMITTING, INSPECTION, AND ENFORCEMENT; TO PROVIDE PENALTIES FOR VIOLATION; TO PROVIDE FOR AN EFFECTIVE DATE; TO PROVIDE FOR SEVERABILITY; AND FOR OTHER PURPOSES

WHEREAS, the sale of food and beverages from mobile food vehicles sometimes called “food truck” or “foodcarts” has been a recognized and publicly accepted form of commerce in cities around the country and provides a public benefit; and

WHEREAS, health and safety considerations for mobile food vehicle sales apply the same as public health regulations for restaurants and other fixed location public food purveyors along with fairness and compatibility with other models of food service to the public; and

WHEREAS, it is deemed in the interest of the health, safety, and welfare of the City of Dalton and the public to permit sales of food and beverages from mobile food vehicles in designated areas of the City of Dalton and during designated hours subject to permitting regulations that require public health certifications and food, beverage, and safety inspections and enforcement as hereinafter specified;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Dalton and by authority of same IT IS HEREBY ORDAINED as follows:

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The clauses above are hereby adopted as findings of fact by the Mayor and Council and are published to set forth the purposes underlying the provisions hereof.

DEFINITIONS.

- a. “City-sponsored event” shall mean a public activity or event, festival, or similar outdoor gathering conducted by the City of Dalton or any of its departments, agencies, authorities, or commissions.
- b. “Clerk” shall mean the City Clerk of the City of Dalton or her designated employees or agents.
- c. “Department of Health” shall mean the Whitfield County Department of Health and the Northwest Georgia Public Health District under the auspices of the Georgia Department of Human Resources.
- d. “Fire Department” shall mean the City of Dalton Fire Department under the direction of its Fire Chief or his designated officers, employees, or agents.
- e. “Food” shall mean a raw, cooked, or processed edible substance, ice, beverage, or ingredient used or intended for use or for sale in whole or in part for human consumption.
- f. “Health license” shall mean an official document issued by the Department of Health.
- g. “Mobile food vehicle” (MFV) shall mean either a “food truck” propelled by an engine which has been designed or used for mobile food vending or a “food trailer” without motive power that is designated to be drawn by a motor vehicle and is specifically designed or used for food vending operations. For purposes of these definitions “food vending operation” shall mean a place, location, site, or separate area where food intended to be served in individual portions is prepared or served for a charge or required donation. As used here, “served” means a response made to an order for one or more individual portions of food in a form that is edible without washing, cooking, or

additional preparation and “prepared” means any action that affects a food other than receiving or maintaining it at the temperature at which it was received.

- h. “Mobile food vending license” shall mean an official written permit of the City of Dalton over signature of the City Clerk authorizing operation within the corporate limits of the City of Dalton in accordance with its terms and this Ordinance. This license is not the same as a license from the Department of Health.
- i. “Mobile food vendor” (MFV) shall mean every person, corporation, association, joint stock association, firm, partnership, or individual, limited liability company, limited liability partnership, or other entity, their lessees, directors, officers, employees, receivers, trustees, appointees by any court whatsoever, or the beneficiaries, executors, administrators, or personal representatives or assignees of any deceased owner, owning, controlling, operating or managing any MFV.
- j. “Operator” shall mean the individual who manages any MFV unit whether as owner, employee, or independent contractor.
- k. “Public event” shall mean any public activity or gathering or assemblage of people in a public place that is open to the general public sponsored by or under the auspices of the City of Dalton or any of its departments, agencies, authorities, or commissions, as well as any festival or special event in a public place of the City of Dalton sponsored by or under auspices of the City of Dalton or any of its departments, agencies, authorities, or commissions.
- l. “Revoke” shall mean to terminate all rights or privileges under the City’s MVF permit for a period not to exceed ninety (90) days after which the licensee must reapply. This action

is the same as “suspend.” “Permanent revocation” is where the licensee has violated this Ordinance to such an extent as to render the licensee ineligible for re-application.

- m. “Rule” or “rules” shall mean those promulgated under Sections 6 of this Ordinance.

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LICENSE REQUIRED.

- a. No individual, person, organization or entity shall operate, or cause to be operated, any MFV unit within the corporate limits of the City of Dalton in a public place except in conjunction with a “City-sponsored event” and holding at any “City-sponsored event” a current and valid MFV license issued by the City of Dalton.
- b. No individual, person, organization, or entity shall operate, or cause to be operated, any MFV unit within the corporate limits of the City of Dalton at any “City-sponsored event” without a current and valid health license of the Department of Health.
- c. No separate itinerant vendor license shall be required for the operation of a MFV unit.
- d. Nothing in this Ordinance shall be construed as superseding, supplanting, or otherwise replacing any duty imposed under the health and sanitation laws and regulations of the State of Georgia or of the Department of Health in the conduct of its responsibilities to MFV units.
- e. Nothing in this Ordinance shall be construed as superseding, supplanting, or otherwise replacing any duty of the City of Dalton and its departments, offices, agencies, and employees, or rules or regulations, imposed by Chapter 6 “Alcoholic Beverages” or Chapter 10 “Amusements And Entertainments” of the 2001 Revised Code of Ordinances of the City of Dalton.

LICENSE APPLICATION.

- a. A license application for a MFV license must be submitted to the City of Dalton, care of the City Clerk on forms provided. With such license application the applicant must provide proof of a current and valid license of the Department of Health.
- b. Application for the MFV license shall be made under oath and shall contain the following:
 - (1) Name, permanent address, telephone number, electronic mail address, date of birth, and driver's license number of the MFV unit owner;
 - (2) Business name including DBA if applicable, permanent address, and telephone number, if different from owner information;
 - (3) A physical description of the unit proposed to be licensed for mobile food vending and current and valid state vehicle registrations for the MFV unit.
 - (4) Proof of City of Dalton occupational license tax number or exemption if applicable;
 - (5) Affirmation that, upon issuance of a license, the applicant will conduct a criminal background check prior to allowing any person to operate the MFV unit in the public right-of-way and maintain such record on file for three (3) years after termination of employment;
 - (6) Affirmation that, upon issuance of the license, the applicant will provide the City Clerk written documentation of any change in the information required by this Chapter; and
 - (7) Any other information reasonably required by the City in implementation and enforcement of this Ordinance.

CONSIDERATION AND REVIEW OF APPLICATION.

- (a) The MFV unit applicant shall pay to the City such fees as may be set by the City from time to time for consideration and review of the license application at the time of filing of the application.
- (b) The MFV unit shall be inspected by the Fire Department for such public health and safety considerations as fall within its jurisdiction.
- (c) Any application must be accompanied by an indemnity agreement of the MFV unit license applicant indemnifying and releasing the City of Dalton, its officers, employees, and agents from any and all liability, claims, action or suits of any type arising out of the activities of the MFV unit licensee under the permit issued.
- (d) Accompanying the MFV unit application the MFV license applicant must provide a current and active general liability insurance declaration of coverage in the amount of not less than \$1,000,000.00 for any occurrence of bodily injury and \$300,000.00 for any occurrence of property damage. The City of Dalton must be shown as an additional insured on the policy.
- (e) The City Clerk shall examine all applications for a MFV license for completeness and accuracy and make or cause any further investigation into the application as is deemed necessary to make a timely determination regarding the application.
- (f) If the application is not approved for any reason, the City Clerk shall notify the MFV license applicant in writing.
- (g) If an applicant is aggrieved by the denial of its license application, it may appeal same to the Public Safety Commission by written notice of appeal filed with City Clerk within

thirty (30) days of the City Clerk's written notice of denial. Decision of the Public Safety Commission shall constitute the final administrative action of the City of Dalton.

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RULES OF OPERATION OF MFV UNIT.

- (a) NO MFV unit may engage in the sale of good or beverages on a public right-of-way or on public property of the City of Dalton or Whitfield County without a special event permit issued under Chapter 10 of the 2001 Revised Code of Ordinances of the City of Dalton.
- (b) NO MFV unit shall make amplified sounds or announcements calling attention to the MFV unit while traveling the public right-of-way or stationary in the City of Dalton.
- (c) The City's license decal under which the MFV unit operates must be firmly attached and visible on the MFV unit at all times.
- (d) Any driver of an MFV unit must hold a current and valid Georgia's driver's license.
- (e) A MFV vendor and his MFV units shall comply with all State, federal, and local laws and health and safety regulations.
- (f) Every MFV unit that is a motorized vehicle shall be equipped with: (i) a reverse gear signal alarm with a sound distinguishable from the surrounding noise level; and (ii) two (2) rear-vision mirrors, one (1) at each side, firmly attached to the outside of the motor vehicle and so located as to reflect to the driver a view of the roadway to the rear and along both sides of the vehicle.
- (g) An MFV unit may sell or serve only food and non-alcoholic beverages. To sell or serve alcoholic beverages the MFV vendor must hold a City of Dalton Alcoholic Beverage License or permit.

- (h) An MFV unit must make arrangements to dispose of all trash, refuse, or litter generated by its operation.

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EXPIRATION AND RENEWAL OF LICENSE

- (a) Each license issued under this Chapter shall expire on the 31st day of December following the date of issue.
- (b) Each licensee must comply with the application and inspection requirements of this Chapter to receive a new license for each succeeding licensing period.
- (c) Each Department of Health license or permit shall expire on the date established by State law and must be maintained as a current and valid license or permit in order to operate an MFV unit under this Ordinance.
- (d) NO MFV license or permit decal issued under this Chapter shall be transferred or assigned by the MFV licensee to any other individual, person, entity, or organization.

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SUSPENSION, REVOCATION, OR PERMANENT REVOLATION OF LICENSE.

- (a) The City may suspend or revoke the MFV license of any MFV licensee for violations of the terms of this Chapter or other laws of the City of Dalton or laws of the State of Georgia which shall include but not be limited to:
 - (i) Obtaining a license by a false statement in the application
 - (ii) failing to comply with the MFV Unit operation health and safety standards;
 - (iii) failing to perform and maintain criminal background checks on all employees or independent contractors operating an MFV Unit;
 - (iv) failing to post and maintain a required decal(s) and information;
 - (v) failing to offer receipts to customers or supplying a receipt when the customer answers

affirmatively; (vi) receiving three (3) citations within a twelve (12) months period for traffic violation of an MFV unit; (vii) receiving two (2) unsanitary conditions citations within a twelve (12) months period, or suspension or revocation of Department of Health permit for operation; (viii) failing to maintain current and valid general liability insurance as required by this Chapter as evidenced by a current and valid Declaration of Coverage on file with the City Clerk. (ix) Violating any of the operational requirements of this Chapter; or (x) any other form of misconduct, which shall mean conduct apart from the generally accepted practices of mobile food vending unit owners and employees, which demonstrates corporate, managerial, ethical, or professional characteristics or disposition rendering a person unsuitable to own or work in an MFV Unit.

- (j) If the City seeks to permanently revoke the MFV license the City Clerk shall provide written notice thereof with stated cause of this action.

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APPEALS.

- (a) Any individual or MFV licensee who has been suspended or had license suspended or revoked shall be entitled to appeal each action of the City Clerk by written appeal to the Public Safety Commission filed with the City Clerk within thirty (30) days of the City Clerk's written notice of action.
- (b) The Public Safety Commission shall hear such appeal within forty-five (45) days of the appeal and its decision shall constitute final action of the City of Dalton.

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If any particular portion of this Chapter shall be declared by a court of competent jurisdiction to be invalid, such declaration of invalidity shall be limited to the particular portion

declared invalid. This declaration of invalidity shall not affect or impair the remainder of this Chapter, and to this end, the provisions are severable.

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A violation of this Chapter shall be subject to citation by Code Enforcement or Dalton Police Department to the Municipal Court and upon adjudication of guilt subject to the general penalties provided under Section 6-4 of the Charter of the City of Dalton as published by Municipal Code Corporation.

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Nothing in this Ordinance shall be applicable to MFV units operating on private property within the City of Dalton so long as food is not being sold to individuals being served but the MFV units service is being compensated by a sole source sponsor.

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This Ordinance shall be effective after its passage and publication at two (2) public places in the City of Dalton for five (5) days after its passage.

SO ORDAINED this _____ day of _____, 2022.

ADOPTED AND APPROVED on the _____ day of _____, 2022 at the regular meeting of the Mayor and Council of the City of Dalton.

The foregoing Ordinance received its first reading on _____ and a second reading on _____. Upon second reading a motion for passage of the Ordinance was made by Council member _____, second by Council member _____. and upon the question the vote is _____ AYES, _____ NAYS and the Ordinance DOES/DOES NOT pass.

CITY OF DALTON

By: _____
Mayor

ATTEST:

City Clerk

A true copy of the foregoing Ordinance has been published in two public places in the
City of Dalton for five (5) consecutive days following its passage and its effective date is thereby
the _____ day of _____, 2022.

City Clerk
City of Dalton



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 09/06/2022

Agenda Item: Ordinance No. 22-21

Department: City Clerk

Requested By: Bernadette Chattam

**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:**

FIRST READING OF ORDINANCE NO. 22-21 -

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF DALTON, GEORGIA, AT CHAPTER 98, ARTICLE V TO PROVIDE FOR THE ADDITION OF SECTION 98-50 ENTITLED "NAMING BUILDINGS, STREETS, PARKS, BRIDGES, AND OTHER PROPERTY" IN ORDER TO FACILITATE REQUESTS TO NAME OR RENAME CITY OWNED STREETS, SIDEWALKS, BUILDINGS, FACILITIES, AND OTHER PUBLIC PLACES; TO PROVIDE FOR DEFINITIONS, CRITERIA, APPLICATION PROCEDURE AND REQUIREMENTS FOR NAMING OR RENAMING CITY OWNED STREETS, SIDEWALKS, BUILDINGS, FACILITIES, PARKS, BRIDGES, AND OTHER PUBLIC PLACES AND FOR OTHER PURPOSES

CITY OF DALTON
ORDINANCE
ORDINANCE No. 22-21

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF DALTON, GEORGIA, AT CHAPTER 98, ARTICLE V TO PROVIDE FOR THE ADDITION OF SECTION 98-50 ENTITLED “NAMING BUILDINGS, STREETS, PARKS, BRIDGES, AND OTHER PROPERTY” IN ORDER TO FACILITATE REQUESTS TO NAME OR RENAME CITY OWNED STREETS, SIDEWALKS, BUILDINGS, FACILITIES, AND OTHER PUBLIC PLACES; TO PROVIDE FOR DEFINITIONS, CRITERIA, APPLICATION PROCEDURE AND REQUIREMENTS FOR NAMING OR RENAMING CITY OWNED STREETS, SIDEWALKS, BUILDINGS, FACILITIES, PARKS, BRIDGES, AND OTHER PUBLIC PLACES AND FOR OTHER PURPOSES

WHEREAS, the Mayor and Council of the City of Dalton desire to establish guidelines for naming or renaming City owned streets, sidewalks, buildings, facilities, parks, bridges and other public spaces; and

WHEREAS, the Mayor and Council of the City of Dalton desire to amend the Code of Ordinances of the City of Dalton, Georgia by adding a Section 98-50 entitled “Naming Buildings, Streets, Parks, Bridges, and Other Public Property” Chapter 98, Article II.

NOW THEREFORE BE IT ORDAINED by the Mayor and Council of the City of Dalton, meeting in formal session, that the Code of Ordinances, City of Dalton, Georgia is hereby amended by adding Section 98-50 to Chapter 98 Article II as follows:

“

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Chapter98 -STREETS, SIDEWALKS AND OTHER PUBLIC PLACES
Article II -Street Addressing

Sec. 98-50, Street and/or City facilities name changes

- a) Recognition of public interest: The City recognizes that, from time to time a certain individual or organization may make historical, cultural or other important contributions to the City, the State of Georgia or the United States that merit recognition by renaming a City street and/or other City facilities, in their honor, The City also recognizes that certain streets and/or City facilities have already been named in honor of other important contributions to the City, the State of Georgia or the United States. This section prescribes the procedure by which existing City streets and/or City facilities may be named in honor of individuals and organizations, while preserving the integrity of those streets and City facilities that have already been historically connected or dedicated with the name of an individual or organization.
- b) Purpose: To establish a systemic and consistent approach for the official renaming of City streets and/or City facilities.
- c) Definition: City facilities – all property assets under municipal ownership and/or control or to be deeded to the municipality, including but not limited to streets, bridges, buildings, structures, open spaces, public parks, trails, natural areas, wetlands, environmental habitat, and land.

- d) Criteria: The City will rename streets and/or City facilities through an adopted process utilizing criteria emphasizing community value and character, local history, geography, environmental, as well as civics and service to the community. Names proposed should fall within one of the following categories: Local History/ Context Name, Historic/Natural Resource, or Commemorative Name. The following criteria shall be used in determining the appropriateness of the naming designation:

1. Local History/Context Name: Use historic references, with submittal of a one-page documentation of local history or contextual references taken from print and/or other factual documentation.
2. Natural/Historic Resource:
 - i. Use geographic location of the facility
 - ii. Use outstanding natural features in immediate proximity of the facility (i.e. hill, stream, lake, notable tree, street, community or neighborhood)
 - iii. Use site, structure, and/or place of historic or cultural significance on or in immediate proximity of the facility
 - iv. Avoid use of names having intended spelling errors, creating a false sense of history (e.g. Towne, Olde), or reflecting natural features not extant (e.g. Mountain Peak Road)
3. Commemorative Name:
 - i. An individual*, family, and/or group of historical or cultural significance, with submittal of a one-page biographical sketch providing documentation of direct civic contributions to the facility, or the City overall.

* Individual of Historic or Cultural significance – minimum qualifications: a) native to or clearly identified with the City of Dalton, Georgia, b) made exceptional service contribution to the community in his/her field of endeavor, and c) an inspiration to others to make use of their talents. Must be deceased.

- ii. An individual, family, and/or group (or designated honoree) having made a substantial financial contribution of land and/or donation to the City facility or City, itself, with submittal of a one-page biographical sketch providing documentation of the direct contribution toward the acquisition or development of the specific facility or street.

- e) Application procedure:

1. A request for renaming of a City Street and/or City facility shall be submitted in writing to the City Clerk.
2. Those submitting a naming request should show how the proposed name is consistent with the criteria stated in this Ordinance.
3. The application must contain a detailed cost estimate for the implantation of any street renaming, including all costs associated with producing and installing appropriate signage to effectuate City street and/or City facility renaming.
A \$300.00 non-refundable administrative fee to cover other associated costs concerning the City's consideration of the application for the street and/or City Facility renaming, including advertising the proposed street and/or City facility renaming, must also accompany the application.

4. Because street renaming often imposes a significant hardship on residences and businesses located on the street due to the fact that maps, banking information, driver's license information, billing information, websites, advertising information, letterheads and other stationary or residential/business materials, and other information relative to the affected residences or businesses will need to be changed as a result of a street renaming, the application must be accompanied by a list of the names and addresses and signatures of 100 percent of the residents residing or businesses located on the street to which the street renaming applies in favor of the street renaming and whose address will change as a result of the street renaming.
- f) Consideration of application; effectuating the street and/or City facility renaming:
 1. The City staff will review the proposal for adherence to the stated criteria and authentication of the statements relative to contributions in the case of an individual before forwarding to the Mayor and Council. If the request is incomplete, staff will contact the applicant, in writing, and provide them with the opportunity to resubmit a revised request.
 2. The Mayor and Council will offer the opportunity for public input on the proposed renaming.
 3. Each application must meet the criteria in this Ordinance but meeting all criteria does not ensure renaming.
 4. The Mayor and Council shall make the final decision.
 5. If the street and/or City facility renaming is accepted by the City and adopted by the Mayor and Council of the City of Dalton, in accordance with the City's Code of Ordinances, then the applicant will be further required to submit payment to the City in the amount of the cost of installation of signage and/or other amenities associated with the street and/or City facility renaming. Funds received will be deposited into the general fund of the City.
 6. Costs to implement a street and/or City facility renaming must be paid to the City within thirty (30) days of the applicant's receipt of notice from the City that the application has been accepted by the City and further setting forth the cost of the street renaming or dedication to be remitted to the City.
 7. Upon the adoption of the renaming and the payments of said costs, renaming of the street and/or City facility is to be completed within a six (6) month time period.
 8. Notice of the renaming must be provided to all property owners located on the street, U.S. Postal Service, and other entities as appropriate.

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The Mayor and Council intend that Code Sections 98-41 through 98-49 remain in full and effect. City "staff" shall mean the Chief of the Fire Department or his designee.

BE IT FURTHER ORDAINED that the provisions of this ordinance shall become and be made part of the Code of Ordinances, City of Dalton, Georgia and the sections of this ordinance may be renumbered to accomplish such intention.

BE IT FURTHER ORDAINED that this Ordinance shall become effective upon the passage and adoption by the Mayor and Council Members of the City of Dalton.

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

Attest:

CITY OF DALTON, GEORGIA

CITY CLERK

MAYOR



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 09/06/2022

Agenda Item: Library Board Appointment

Department: City Clerk

Requested By: Gesse Cabrera

**Reviewed/Approved
by City Attorney?** N/A

Cost: N/A

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

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

Reappointment of Judy Jolly to the Library Board, to expire June 30, 2025.