



**MAYOR AND COUNCIL MEETING
MONDAY, MAY 17, 2021
6:00 PM
DALTON CITY HALL**

A G E N D A

Call to Order

Pledge of Allegiance

Approval of Agenda

Public Commentary: *(Must Complete Public Commentary Card Prior to Speaking)*

Minutes:

- [1.](#) Mayor and Council Minutes of May 3, 2021

New Business:

- [2.](#) Renewal of Spectra Floor Maintenance Contract for City Hall
- [3.](#) Agreement with Prime Contractors Inc. to Replace Roof at Dalton Freight Depot and Visitors Center
- [4.](#) Update Report to City Council from Consultant Jackie Killings

Supplemental Business

Announcements

Adjournment

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
MAY 3, 2021

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 Harlan, Derek Waugh, Gary Crews, City Administrator Jason Parker and City Attorney Terry Miller. Council member Tyree Goodlett was absent.

CALLED TO ORDER

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

PLEDGE OF ALLEGIANCE

The audience was led in the Pledge of Allegiance.

PUBLIC COMMENTARY

There were no public comments.

APPROVAL OF AGENDA

On the motion of Council member Harlan, second Council member Waugh, the Mayor and Council approved the agenda of May 3, 2021. The vote was unanimous in favor.

PROCLAMATION – NATIONAL TRAVEL AND TOURISM WEEK

The Mayor and Council proclaimed May 2-8 as “Nation Travel and Tourism Week” and urged citizens to join in recognizing the critical role the industry plays in Dalton-Whitfield County.

Dalton Convention Center Director of Tourism Margaret Thigpen thanked the Mayor and Council for helping the local industry proceed forward and cautiously throughout the Covid Pandemic. Thigpen also reminded all of the take and bake meals being sold at the Convention Center weekly stating orders can be placed online by Wednesday at 1:00pm and pick up is on Thursday.

MINUTES

The Mayor and Council reviewed the Regular Meeting Minutes of April 5, 2021.

On the motion of Council member Harlan, second Council member Waugh, the minutes were approved. The vote was unanimous in favor.

BURR PARK FACILITY UPDATE - MR. DAVID AFT, COMMUNITY FOUNDATION OF NORTHWEST GA

Mr. David Aft from the Community Foundation of Northwest GA presented a presentation to the Mayor and Council regarding an update to Burr Park Pavilion Project. The presentation contained a timeline, location and a rendering of the new pavilion.

NEW 2021 ALCOHOL BEVERAGE APPLICATION

On the motion of Council member Harlan, second Council member Crews, the Mayor and Council approved the following 2021 alcohol application:

Business Owner: LRR Investment, LLC
d/b/a: El Rey de Oro
Applicant: Luciano Rodriguez-Ramirez
Business Address: 1531 East Morris St
License Type: Pouring Beer (Lounge)
Disposition: New

The vote was unanimous in favor.

FY-2020 BUDGET AMENDMENT #7

The Mayor and Council reviewed the final budget amendment #7 for FY 2020 for various funds. On the motion of Council member Harlan, second Council member Waugh, the Mayor and Council adopted Amendment #7. A copy of the complete amendment is a part of these minutes. The vote was unanimous in favor.

FY-2021 BUDGET AMENDMENT #1

The Mayor and Council reviewed FY-2021 Budget Amendment #1
To establish

1. IRA Group retirement plan services and Valic termination fee
2. Record budget for refunding 2010 Recovery Zone Bond
3. Record issuance of 2021 bond for capital projects (Market Street, Storm water, Aquatic Center.

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

RESOLUTION 21-05 AUTHORIZING THE ADOPTION AND APPROVAL OF THE FISCAL YEAR 2021 - 2022 ANNUAL ACTION PLAN UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CFO Cindy Jackson presented Resolution 21-05 Authorizing the Adoption and Approval of The Fiscal Year 2021 - 2022 Annual Action Plan under the Community Development Block Grant Program. Jackson stated that HUD requires entitlement communities prepare and approve an Annual Action Plan. On the motion of Council member Harlan, second Council member Waugh, the Resolution was approved and adopted. The vote was unanimous in favor.

CONTRACT FOR SERVICES WITH INTEGRATED SITEWORK, LLC FOR THE BROOKWOOD DRIVE FLOOD MITIGATION & STORM WATER IMPROVEMENTS PROJECT

Public Works Director Andrew Parker presented the Contract for Services with Integrated Sitework, LLC for the Brookwood Drive Flood Mitigation & Storm water Improvements Project in the amount of \$248,790.15. On the motion of Council member Harlan, second Council member Waugh, the Contract was approved. The vote was unanimous in favor.

RATIFICATION OF CONTRACT FOR SERVICES WITH DILBECK LAWN AND
LANDSCAPE DESIGN, INC. FOR THE 2021-2023 MOWING AND OTHER
LANDSCAPING SERVICES AT VARIOUS LOCATIONS WITHIN THE CITY OF DALTON

Public Works Director Andrew Parker presented the Contract for Services with Dilbeck Lawn and Landscape Design, Inc. for the 2021-2023 Mowing and Other Landscaping Services at Various Locations within the City of Dalton. A. Parker stated that the request is to ratify the contract for service with Dilbeck Lawn and Landscape Design Inc. for the period of 2021-2023 for mowing in various locations and to replace Spartan Management LLC. On the motion of Council member Harlan, second Council member Waugh, the Mayor and Council ratified the contract. The vote was unanimous in favor.

RATIFICATION OF CONTRACT FOR SERVICES WITH H & H EXTERIORS, LLC. FOR
THE 2021-2023 MOWING AND OTHER LANDSCAPING SERVICES AT DALTON
MUNICIPAL AIRPORT

Public Works Director Andrew Parker presented the Contract for Services with H & H Exteriors, LLC. for the 2021-2023 Mowing and Other Landscaping Services at Dalton Municipal Airport for service with H&H Exteriors LLC to perform the 2021-2023 mowing and other landscaping services at Dalton Municipal Airport and to replace Spartan Management LLC. On the motion of Council member Harlan, second Council member Waugh, the Mayor and Council ratified the contract. The vote was unanimous in favor.

ADJOURNMENT

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

Bernadette Chattam
City Clerk

David Pennington, Mayor

Recorded
Approved: _____
Posted: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 5/17/2021

Agenda Item: Floor Maintenance for City Hall

Department: HR

Requested By: Greg Batts

Reviewed/Approved by City Attorney? Original agreement was approved. This is the annual renewal

Cost: \$4945.92

Funding Source if Not in Budget Budgeted

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

Cleaning of carpet for entire building as well as stripping and waxing all break room floors. No increase in cost from 2020.



A Berkshire Hathaway Company

Proposal Submitted To City of Dalton		Attention Greg Batts		Phone (706) 278-9500	Fax (706) 278-8245	Date 04/20/21
				Job Name PCDA/ City Hall Cleaning Maintenance		Job # 182447
Street P.O. Box 1205				Job Street P.O. Box 1205		Proposal ID 336642
City, State and Zip Dalton, GA 30722	Architect	Date of Plans	Add #	Job City, State and Zip DALTON, GA 30722	Customer Job # None	Customer PO None

We hereby submit specifications and estimates for:

Item Description	Price
Clean Carpet 1x year - 1st Floor (All Area's - Halls, Offices) 2x for Council Chambers Carpet.	\$2,137.24
Clean Carpet 1x year - 2nd 3rd Floors - (All Area's - Halls, Offices)	\$2,073.60
Clean & Wax 1x year 1-3 Floors Breakrooms, Quarterly payments of \$1,236.48 (2021 - 2022) Yearly Cleaning Maintenance).	\$735.08
2021 - 2022 Floor Cleaning Maintenance	
Base Bid Total:	\$4,945.92

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

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

Conditions of Proposal:

1. This proposal may be withdrawn if not accepted within 30 days of its issuance. Spectra will consider reasonable requests to engage in negotiations for revisions to this Proposal, including signing a subcontract that incorporates the terms of this Proposal. A proposal not accepted within 30 days will be subject to price escalation for materials.
2. This proposal is subject to credit review and approval. Payment terms are net 30 days. A convenience fee of 2% will be added if paying via credit card. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay Spectra's reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed.
3. All work shall be performed in a workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order.
4. Prior to commencement of Spectra's work: (a) Customer shall test all concrete sub floors receiving flooring for vapor emission levels and alkalinity per manufacturers' recommendations utilizing ASTM F2170 and/or F1869 and provide written results to Spectra, including a list of any sealers applied to the concrete sub floor; (b) If Customer does not provide such reports at least 10 days prior to commencement of Spectra's work, then Customer shall provide Spectra with access to all concrete sub floors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturers' requirements for installation will require correction or the execution of a separate waiver agreement.
5. All work is contingent upon strikes, accidents or delays beyond Spectra's control. Customer shall carry insurance for all hazards, including fire. Spectra's workers are fully covered by Worker's Compensation and Liability Insurance.
6. Customer represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to Spectra of all such substances and their location(s). To the fullest extent permitted by law, Customer shall indemnify, defend and hold Spectra harmless from any damage, claim, loss, expense and attorney fees related to Spectra's liability, if any, including any federal or state statute related to hazardous or other dangerous substances.
7. Spectra is fully licensed, bonded, and insured. This proposal does not include participation in any OCIP/CCIP or related programs. Requests for Spectra to participate in such programs may result in additional costs.
8. Notwithstanding anything herein to the contrary, all prices are subject to immediate increase without limitation in the event of material change to applicable duties, taxes, tariffs, similar charges, or other government action effective May 13, 2020.

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

Customer: City of Dalton Signed: _____ Date: _____



CITY COUNCIL AGENDA REQUEST


Meeting Type:	Mayor & Council Meeting
Meeting Date:	05-17-21
Agenda Item:	Agreement with Prime Contractors Inc. to Replace Roof at Dalton Freight Depot and Visitors Center
Department:	Administration
Requested By:	Jason Parker
Reviewed/Approved by City Attorney?	Yes
Cost:	\$58, 857.98 (Includes \$5000 contingency for bad decking)
Funding Source if Not in Budget	Capital Improvement Plan

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

The City owns, and leases to tenants, the Freight Depot and Visitors Center. The current, 3-tab shingle roof is leaking in multiple locations and disrupting operations for tenants. The current roofing material appears to be older than 20 years, and shows evidence of multiple repairs. The scope of this project is the removal and disposal of the old shingles, a contingency to replace bad decking, and installation of new Timberline Lifetime High Definition, 5-Tab architectural grade shingles. Failure to make this repair will likely cause damage to the interior components of the building, and its furnishings. The manufacturer offers a lifetime warranty. This contract was developed using a pre-bid cooperative purchase agreement through Sourcewell/Gordian. State Contract Number GA-ST02-040820-PCI.

Roofing Replacement Dalton Freight Depot and Visitors Center

Capital Expenditures Definition: Goods and services purchased with a single or aggregate cost of \$20K or greater.

Strategic Initiative:	Quality Municipal Services (Infrastructure) Creating an Enticing Community (Visitors Center)	
Project Type:	Single Year Project	
Critical Need Ranking:	A - Essential	
Location:	Freight Depot 305 S. Depot Street	
Department:	Administration	
Project Manager:	Jason Parker	

Description / Justification

The City owns, and leases to tenants, the Freight Depot and Visitors Center. The current, 3-tab shingle roof is leaking in multiple locations and disrupting operations for tenants. The current roofing material appears to be older than 20 years, and shows evidence of multiple repairs. The scope of this project is the removal and disposal of the old shingles, a contingency to replace bad decking, and installation of new Timberline Lifetime High Definition, architectural grade shingles. Failure to make this repair will likely cause damage to the interior components of the building, and its furnishings. The manufacturer offers a lifetime warranty.

FUNDING SOURCES	FY21	FY22	FY23	FY24	FY25	TOTAL	Project Estimated	
Capital Improvement Plan	58,858					\$ 58,858		
						\$ -	Start Date	Completion Date
						\$ -		
						\$ -		
TOTAL	\$ 58,858	\$ -	\$ -	\$ -	\$ -	\$ 58,858	5/28/2021	6/28/2021

PROJECT COSTS	FY21	FY22	FY23	FY24	FY25	FIVE YEAR TOTAL	Prior Year Costs	Total Project Cost from Inception
PROJECT COMPONENTS:								
PLANNING (Include Bidding/RFP)						\$ -		\$ -
TEAR-OFF AND REINSTALL ROOF	53857.98					\$ 53,858		\$ 53,858
CONTINGENCY (DECKING)	5000					\$ 5,000		\$ 5,000
OTHER						\$ -		\$ -
TOTAL	\$ 58,858	\$ -	\$ -	\$ -	\$ -	\$ 58,858	\$ -	\$ 58,858

ANNUAL OPERATING IMPACT

DESCRIPTION	FY21	FY22	FY23	FY24	FY25	FIVE YEAR TOTAL	OTHER:
PERSONNEL						\$ -	Expense Type:
OPERATING						\$ -	N/A
CAPITAL OUTLAY						\$ -	Account Number:
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	TBD

CAPITAL PROJECT EVALUATION CRITERIA DISCUSSION

HEALTH/SAFETY IMPACT: Infiltration of rain and moisture is causing mold in the structure. **IMPACT OF DEFERRAL:** Further deterioration of structure and higher cost. **ENVIRONMENTAL, AESTHETIC, SOCIAL EFFECT:** The current roof has some patches of mismatched shingles, and some torn shingles which are visible to tourists and visitors. **FISCAL/BUDGET IMPACT:** None other than initial cost.

NOTES



DEPARTMENT HEAD RANKING:	A - Essential	PROJECT NUMBER
DEPARTMENT PRIORITY RANKING:	2	TBD
CIP EVALUATION TEAM RANKING:	A - Essential	

CITY OF DALTON
DALTON FREIGHT DEPOT AND VISITORS CENTER ROOFING REPLACEMENT
GENERAL CONSTRUCTION AGREEMENT

THIS GENERAL CONSTRUCTION AGREEMENT is made and entered into on this 17th day of May, 2021 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and **Prime Contractors, Inc.**, hereinafter referred to as "CONTRACTOR".

WHEREAS, CITY owns certain real Property located at 305 S. Depot St., Dalton upon which the CITY operates The **Dalton Freight Depot and Visitors Center**; and

WHEREAS, CITY desires to **replace the roofing material** upon said Property; and

WHEREAS, CONTRACTOR desires to construct the project to the CITY's specifications; and

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

1. CONSTRUCTION SITE: The real property upon which the project shall be constructed is located at 305 S. Depot St., Dalton, hereinafter "subject property".

2. USE OF PROPERTY: CONTRACTOR shall have use and possession of the subject property at the following days and times to complete the project:

Days: **28 Days**

Time of day: **7:00 AM to 7:00 PM**

In the event that CONTRACTOR should desire to use the subject property on additional dates or times, CONTRACTOR shall obtain written authorization from the Dalton City Administrator. CONTRACTOR shall not restrict the public use of or access to the subject property except as may be authorized by the Dalton City Administrator. The subject property shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the subject property. The subject property shall be used for construction of the subject project and related storage only and not for any other commercial operations. The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents or other dangerous materials is prohibited except that such materials may be kept

and stored in proper receptacles and secured from access by the public at the subject property during construction as may be necessary for use in the operation of CONTRACTOR for completion of the subject project. Any such substances shall be delivered in such amount, and stored and used only as approved by the CITY and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

3. PROJECT: The CONTRACTOR shall complete the project and perform the services specified in the scope of work, which is included herein by reference and the specifications provided in the CONTRACTOR's proposal attached hereto as Exhibit "A".

4. DATE OF COMMENCEMENT: The CONTRACTOR shall commence work on the project within **10** days of receiving **Notice to Proceed** by the CITY.

5. DATE OF COMPLETION: The CONTRACTOR shall complete the project on or before June 28, 2021

6. CONTRACT SUM AND CONTINGENCY: The CITY shall pay to CONTRACTOR the total sum of **\$53,857.98** Dollars for the complete performance of the project and terms of this Agreement. In addition to the contract sum, the CITY shall pay the CONTRACTOR an amount not to exceed **\$5,000** for replacement of defective roof decking material on a per square foot or per linear foot price as outlined in the CONTRACTOR's Detailed Scope of Work, Section #2. CONTRACTOR shall notify City should it encounter bad decking in need of replacement at the time of discovery. In addition, CITY shall pay to CONTRACTOR for any additional work performed pursuant to any mutually agreed to change orders. All change orders shall be in writing signed by both parties. CONTRACTOR shall notify the Dalton City Administrator prior to commencing work pursuant to a change order.

7. CONTRACT PENALTY: The CONTRACTOR shall pay to the CITY the amount of **\$250.00** Dollars per calendar day for unexcused delay in completion of the project past the date of completion.

8. PAYMENT: The CITY shall pay the contract sum to CONTRACTOR upon complete performance of the project and terms of this Agreement. CONTRACTOR shall provide to CITY an Affidavit from the CONTRACTOR stating the CONTRACTOR has fully performed all terms of the Agreement. Final payment shall be made no later than 30 days after receipt of said Affidavit. Upon completion of any additional services, said additional services shall be paid within 30 days of receipt of invoice from CONTRACTOR. Payment shall be made via electronic funds transfer (EFT).

9. SURRENDER OF subject property: CONTRACTOR shall, no later than 5 days after completion of the project, surrender possession of the subject property and remove all vehicles, equipment, supplies, construction debris, waste and refuse from the

subject property. CONTRACTOR shall reimburse CITY for the cost of removal of any such items remaining on the subject property after 5 days. CITY may have any such items stored at CONTRACTOR'S risk and expense. All personal Subject property remaining on the subject property or possession of the CITY after 30 days shall be deemed abandoned by the CONTRACTOR and may be disposed of by CITY without liability to CONTRACTOR. All permanent improvements to the subject property shall become the Subject property of the CITY.

10. CITY COVENANTS: CITY covenants and agrees:

- (a) to provide all available information, data, reports, records and maps to which CITY has possession or control which are necessary for CONTRACTOR to perform the scope of services provided for herein;
- (b) to provide reasonable assistance and cooperation to CONTRACTOR in obtaining any information or documentation which are necessary for CONTRACTOR to perform the scope of services provided for herein;
- (c) to designate a representative authorized to act on the CITY's behalf with respect to the project. Unless otherwise provided, said CITY representative shall be the Dalton City Administrator;
- (d) to permit access to the subject public subject property and obtain permission to access necessary private subject property for CONTRACTOR to complete the scope of services;
- (e) to provide reasonable assistance to CONTRACTOR in applying for and obtaining any necessary Federal, State or local government permits for the scope of services;

11. CONTRACTOR COVENANTS: CONTRACTOR covenants and agrees:

- (a) to perform the scope of services in a professional manner, using that degree of care and skill ordinarily exercised by contractors practicing in the same or similar field;
- (b) to use only employees and subcontractors qualified to complete the work with sufficient experience in same or substantially similar projects;
- (c) to use only properly licensed employees or subcontractors for any work requiring a specialty or professional license issued by the State of Georgia;
- (d) to designate a representative authorized to act on the CONTRACTOR's behalf with respect to the project.

- (e) That its employees or subcontractors are qualified and or certified to install the roofing material, and other materials, as described in the SCOPE OF WORK
- (f) to use the subject property in a safe, careful and lawful manner;
- (g) to promptly report in writing to CITY any unsafe or defective condition of the subject property and any adverse site condition, which shall include but not be limited to limited access, extremely dense vegetation, subsurface conditions, damaged property, or existing utilities, that may adversely affect CONTRACTOR's ability to complete the scope of services or other terms of this Agreement;
- (h) to promptly report in writing to CITY any damage to or injuries sustained on the subject property and to promptly repair any damage to the subject property which is made necessary by any act of CONTRACTOR, its employees, agents, subcontractors, or invitees;
- (i) to keep the subject property in a clean and orderly condition and to remove any personal property of CONTRACTOR upon completion of the project;
- (j) to perform all work on the project in a good and workmanlike manner, free from faults and defects, and in conformance with the terms of this Agreement;
- (k) to determine the appropriate method, details and means of performing the scope of services provided by this Agreement;
- (l) to exercise the ordinary standard of care in complying with the laws, codes, and regulations applicable to the CONTRACTOR's services;
- (m) to exercise diligence and to complete delivery of the scope of services in a timely manner consistent with the exercise of due care;
- (n) to attend meetings to make presentations or to otherwise review the progress of the work as set out in the scope of services at the reasonable request of the CITY;
- (o) to prepare and submit to the CITY reports required by the scope of services or upon the written request of the CITY.
- (p) to keep the subject property in a clean and orderly condition and to protect from loss, damage or theft any supplies or materials necessary for completion of the project;
- (q) to permit CITY and its employees and agents access to the subject property at all reasonable times for the purposes of making repairs, inspecting the subject

property, and inspecting the progress of the project;

- (r) to use only new materials appropriate for completion of the project;

12. INDEMNITY: CONTRACTOR shall indemnify CITY from and hold CITY harmless against all claims, demands and judgments for loss, damage or injury to person or Subject property, resulting from or incurring by reason of CONTRACTOR'S use and occupancy or non-occupancy of the subject property or by the negligence or willful acts of CONTRACTOR, its agents, officers, employees, invitees or licensees and from all expenses incurred by CITY as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of CITY or any of CITY's employees, agents or representatives acting on behalf of the CITY.

Additionally, pursuant to State law, CITY shall not indemnify or hold harmless CONTRACTOR for any claims arising from the actions or omissions of CONTRACTOR or any third party.

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

13. INSURANCE: CONTRACTOR agrees to carry at its own expense through the term of this Agreement the types and amounts of insurance required to maintain status as a Vendor of the City of Dalton. CONTRACTOR shall provide CITY with copies or evidence of such insurance coverage prior to the commencement date of the Agreement. Such insurance policies shall name CITY as an additional insured and shall be issued by such insurance companies and on such forms as may be approved by CITY. Said insurance shall include the following:

- (a) General Liability Coverage - General Liability policy with a minimum limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- (b) Workers' Compensation Coverage – Workers' Compensation policy with the following minimum limits:
 - (1) Workers' Compensation statutory limits;
 - (2) Employer's Liability:
 - a. Bodily Injury by Accident - \$100,000.00
 - b. Bodily Injury by Disease - \$500,000.00 policy limit
 - c. Bodily Injury by Disease - \$100,000.00 each employee.

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

- (c) Auto Liability Coverage – Auto Liability policy with a minimum of \$1,000,000.00 limit per occurrence for bodily injury and property damage, if motor vehicle is used in performance of scope of services. Comprehensive form covering all owned, non-owned, and hired vehicles.
- (d) Property Coverage or Builder’s Risk Coverage - Property Coverage or Builder’s Risk policy with a minimum equal to or greater than the existing building value for renovations, equal to or greater than the total cost of construction per contract for new construction, and equal to or greater than the existing building value being renovated plus the total cost of new construction per contract for mixed renovation and new construction.

14. ASSIGNMENT: CONTRACTOR may not assign all or any portion of the Agreement without the prior written permission of CITY.

15. SUBCONTRACTORS: The CONTRACTOR shall provide written notice to CITY of CONTRACTOR’S intent to use a subcontractor for any portion of the project. CITY shall be entitled to reject any subcontractor it deems not qualified to complete the project. Any subcontractor approved for work on the project shall abide by any and all terms of this Agreement.

16. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Agreement shall not be construed to be a waiver thereof, not affect the validity of any part of this Agreement or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Agreement shall be held to be a waiver of any other default and breach.

17. NOTICES: Any notice required or permitted to be given under this Agreement or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to CITY shall be mailed to: City of Dalton
ATTN: City Administrator
P.O. Box 1205
Dalton, GA 30722-1205

Such notice to CONTRACTOR shall be mailed to: Prime Contractors, Inc.
3406 Florence Circle
Powder Springs, GA 30127

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

party.

18. **CONTRACT DOCUMENTS:** The Agreement shall include the CONTRACTOR'S bid or proposal, WORK ORDER SIGNATURE DOCUMENT, detailed SCOPE OF WORK, and other documents supplied by the CONTRACTOR. The terms of this Agreement shall supersede any terms in the above-referenced documents in direct conflict with the terms of this Agreement.

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

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

19. **VENDOR:** CONTRACTOR shall register and remain active as a Vendor of the CITY by completing the City of Dalton Vendor Packet and fully comply with any and all requirements of said Vendor.

20. **TERMINATION OF CONTRACT:** In the event that CONTRACTOR defaults or neglects to perform work on the project in accordance with the terms of this Agreement, CITY may terminate this Agreement by providing written notice of termination. Prior to termination of this Agreement, CITY shall provide written notice to CONTRACTOR of any default and provide CONTRACTOR ten (10) days to correct said default or deficiency.

21. **WARRANTY:** CONTRACTOR shall provide to CITY a general warranty for labor and materials and guarantees that the work on the project it performs shall be free from any defects in workmanship and materials for a period for a period of two (2) years from the date of completion in addition to any additional warranty provided in Section 4 –CONTRACTOR'S SCOPE OF WORK. Within ten days of completion of the terms of the Agreement, CONTRACTOR shall provide to CITY all original warranty documents from any third party.

22. MISCELLANEOUS PROVISIONS:

(a) **Governing Law; Venue.** This Agreement is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive jurisdiction and venue for any action arising out of this Agreement shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive any and all objections or defenses thereto.

(b) **Successors and Assigns.** This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and

permitted assigns of the parties. CONTRACTOR shall not assign its rights or obligations under this Agreement without the prior written consent of the CITY.

(c) Severability of Invalid Provisions. If any provision of this Agreement shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) Complete Agreement; Amendments. This Agreement constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(e) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(f) Time is of the Essence. Time is of the essence of this Agreement in each and all of its provisions.

(g) Attorney Fees. In the event the CITY must enforce the terms of this Agreement by filing a civil action against CONTRACTOR, then CONTRACTOR shall pay an amount equal to fifteen percent (15%) of the contract sum as attorney fees.

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

Signatures Next Page

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

CONTRACTOR:

CONTRACTOR:

By: _____

Title: _____

Date: _____

CITY:

CITY OF DALTON, GEORGIA

By: _____
MAYOR

Date: _____

Attest: _____
CITY CLERK



Work Order Signature Document

EZIQC Contract No.: GA-ST02-040820-PCI			
<input checked="checked" type="checkbox"/> New Work Order		<input type="checkbox"/> Modify an Existing Work Order	
Work Order Number: 088486.00		Work Order Date: 02/23/2021	
Work Order Title: City of Dalton - Freight Depot Roof Replacement			
Owner Name: City of Dalton		Contractor Name: Prime Contractors, Inc.	
Contact: Jason Parker		Contact: Gary Frantz	
Phone: 706-278-9500		Phone: 813-205-9762	
Work to be Performed			
Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No GA-ST02-040820-PCI.			
<u>Brief Work Order Description:</u>			
City of Dalton Freight Depot roof replacement			
Time of Performance		See Schedule Section of the Detailed Scope of Work	
Liquidated Damages		Will apply: <input type="checkbox"/> Will not apply: <input checked="checked" type="checkbox"/>	
Work Order Firm Fixed Price: \$53,857.98			
Owner Purchase Order Number:			

Approvals

_____	_____	_____	_____
Owner	Date	Contractor	Date

Detailed Scope of Work

To: Gary Frantz
Prime Contractors, Inc.
3406 Florence Circle
Powder Springs, GA 30127
813-205-9762

From: Jason Parker
City of Dalton
Dalton, Ga 30720
706-278-9500

Date Printed: February 23, 2021

Work Order Number: 088486.00

Work Order Title: City of Dalton - Freight Depot Roof Replacement

Brief Scope: City of Dalton Freight Depot roof replacement

☐

Preliminary

☐

Revised

☒

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Please see attached Detailed Scope of Work (DSOW).

Contractor

Date

Owner

Date

Contractor's Price Proposal - Summary

Date: February 23, 2021

IQC Master Contract #: GA-ST02-040820-PCI

Work Order Number: 088486.00

Owner PO #:

Work Order Title: City of Dalton - Freight Depot Roof Replacement

Contractor: Prime Contractors, Inc.

Proposal Name: City of Dalton - Freight Depot Roof Replacement

Proposal Value: \$53,857.98

01 - General Requirements	\$1,006.97
07 - Thermal & Moisture Protection	\$52,851.01
Proposal Total	\$53,857.98

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: February 23, 2021
IQC Master Contract #: GA-ST02-040820-PCI
Work Order Number: 088486.00
Owner PO #:
Work Order Title: City of Dalton - Freight Depot Roof Replacement
Contractor: Prime Contractors, Inc.
Proposal Name: City of Dalton - Freight Depot Roof Replacement
Proposal Value: \$53,857.98

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
01 - General Requirements					
1	01 74 19 00 0015		EA	30 CY Dumpster (4 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$1,006.97
			Installation	QuantityUnit PriceFactorTotal 2.00x459.97x1.0946=1,006.97	
Subtotal for 01 - General Requirements					\$1,006.97
07 - Thermal & Moisture Protection					
2	07 31 13 13 0014		SQ	300 LB/SQ, 5" Exposure, Reflective Two Layer Laminated Fiberglass Reinforced, Asphalt Composition Shingle (CertainTeed Landmark Solaris)	\$45,553.16
			Installation	QuantityUnit PriceFactorTotal 86.00x334.34x1.0946=31,473.30	
			Demolition	86.00x149.57x1.0946=14,079.86	
3	07 31 13 13 0014 0027		MOD	For >75 To 100, Deduct	-\$2,561.43
			Installation	QuantityUnit PriceFactorTotal 86.00x-27.21x1.0946=-2,561.43	
4	07 31 13 13 0022		LF	Architectural Hip And Ridge Shingles	\$570.46
			Installation	QuantityUnit PriceFactorTotal 172.00x3.03x1.0946=570.46	
5	07 34 00 00 0007		SQ	25 Mil, Fire Rated, High Temperature, Coated Woven Synthetic Roofing Underlayment, Mechanically Fastened (TITANIUM™ UDL 30)	\$6,163.06
			Installation	QuantityUnit PriceFactorTotal 86.00x56.47x1.0946=5,315.84	
			Demolition	86.00x9.00x1.0946=847.22	
6	07 34 00 00 0007 0033		MOD	For >75 To 100, Deduct	-\$295.59
			Installation	QuantityUnit PriceFactorTotal 86.00x-3.14x1.0946=-295.59	
7	07 34 00 00 0017		SQ	40 Mil, Fire Rated, High Temperature, Embossed Surface, Rubberized Asphalt Adhesive, High Density Cross Laminated Polyethylene Reinforcement, Roofing Underlayment, Self-Adhering (Grace Ice And Water Shield® HT)	\$641.29
			Installation	QuantityUnit PriceFactorTotal 3.00x195.29x1.0946=641.29	
			Around perimeter edges		
8	07 62 19 00 0005		LF	>5" To 7" Girth, 0.016" Thick, KYNAR 500® Finish, Aluminum Drip Edge	\$2,316.17
			Installation	QuantityUnit PriceFactorTotal 460.00x4.00x1.0946=2,014.06	
			Demolition	460.00x0.60x1.0946=302.11	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 088486.00
Work Order Title: City of Dalton - Freight Depot Roof Replacement

Proposal Name: City of Dalton - Freight Depot Roof Replacement
Proposal Value: \$53,857.98

Sect.	Item	Modifier	UOM	Description	Line Total										
Labor	Equip.	Material	(Excluded if marked with an X)												
07 - Thermal & Moisture Protection															
9	07	63	00	00 0033	EA	2-3/4" ID x 12" Riser Pipe, 4 LB Lead Pipe Flashing For Roofs, Fits 2" Pipe					\$463.89				
				Installation	Quantity	5.00	x	Unit Price	70.19	x	Factor	1.0946	=	Total	384.15
				Demolition	5.00	x	14.57	x	1.0946	=	79.74				

Subtotal for 07 - Thermal & Moisture Protection \$52,851.01

Proposal Total \$53,857.98

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Client - City of Dalton

Detailed Scope of Work

Print Date: February 23, 2021
Work Order Number: 088486.00
Work Order Title: City of Dalton - Freight Depot Roof Replacement
Contractor: GA-ST02-040820-PCI - Prime Contractors, Inc.
Brief Scope: City of Dalton Freight Depot roof replacement

To: Gary Frantz
Prime Contractors, Inc.
3406 Florence Circle
Powder Springs, GA 30127
813-205-9762

From: Jason Parker
City of Dalton
Dalton, Ga 30720
706-278-9500

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Detailed Scope:

Please see attached Detailed Scope of Work (DSOW).

Owner

Date

Contractor

Date

Scope of Work

Summary Scope (February 22, 2021)

This work order consists of; Shingle Roof per detailed Scope of Work below

1. Drawings and Specifications

Referenced and attached hereto;

- 1.1 Specifications created from walkthrough dated 2/2/21

2. Detailed Scope of Work

The Contractor shall perform all work as described below per any and all attached specifications and drawings:

2.1 Shingle Roof

- Tear off and disposal of Shingle Roof
- Furnish and install High Temp Ice Shield weather barrier at perimeter only of roof
- Furnish and install GAF Synthetic Felt roof underlayment
- Furnish and install new GAF Timberline HD, Architectural shingles to entire roof
- Any bad decking will be replaced with a 1x board plus ½" OSB to match existing decking @ \$6.15 per LF. Staining of any exposed interior at \$2.27 per sq ft
- If decking overall is in bad shape on just the top side. Prime Contractors Inc recommends covering over the existing decking with ½" Plywood or OSB at \$1.26 per Sq Ft
- Gutters and Downspouts appear to be in good shape. No work included

3. Details that Apply to All Work Areas

- 3.1 Contractor shall utilize the latest issue of the NJPA Specifications for all work.
- 3.2 Contractor and all of their subcontractors on site will adhere to the security requirements of the campus including background checks and orientation classes
- 3.3 Contractor and subcontractors will at all times wear shirts identifying the company they are employed with, accompanied by a ____ badge

City Of Dalton Freight Depot Roof
305 S Depot St
Dalton, GA 30720

- 3.4 Contractor shall perform work, schedule deliveries and have access to areas of work during and after normal business hours as agreed upon and coordinated with Owners contact for this project: _____
- 3.5 Contractor shall work with administrators to coordinate around scheduling conflicts with the occupation in the building
- 3.6 Contractor shall be responsible for all safety code compliance pertaining to their portion of work
- 3.7 Contractor shall maintain clean work areas at all times, remove and dispose of all demolished materials and construction debris, rubbish, and waste material from the property of the Owner on a daily basis unless noted otherwise
- 3.8 No tobacco or alcohol will be permitted on the property of the Owner or in the vehicles of the contractor or their subcontractors
- 3.9 No radios are permitted
- 3.10 All measurements and quantities supplied in this scope of work are approximate in nature and are supplied as a convenience for the contractor. The contractor is responsible for field verification of all measurements and quantities.
- 3.11 Contractor shall verify all new and existing conditions and dimensions at job site.
- 3.12 Parking and staging areas will be made available for the Contractor by the Owner and will be coordinated with the Owner prior to beginning work.
- 3.13 Contractor is responsible for protection of all surfaces including those not in the scope of work from construction dust, debris or damage during construction up until final acceptance. The methods of protection including plastic, paper, sealing doors or windows, etc.
- 3.14 Contractor shall install and maintain 48" orange safety fencing around all staging areas or temporary facilities
- 3.15 Contractor shall not be required to pay Davis Bacon wage rates

4. Warranty

- 4.1 Provide all extended manufacturers warranties to the owner prior to project closeout.
- 4.2 Provide all documents necessary, addressed to ____ for appropriate energy rebate when applicable

5. Permitting:

- 5.1 At the time of issuance of a Purchase Order for this work, it is understood that permits are not required. If this changes, the Contractor will be responsible for obtaining such applicable permits and the Owner will be responsible for compensating the Contractor for permit fees and any design necessary to obtain such permits or related approvals as described in the EZIQC master contract documents (i.e. permit fees are dollar for dollar reimbursable and professional design and engineering fees are paid for at hourly rates published in the

Construction Task Catalog). At such time of requirement, a scope of work will be agreed upon and approved by all parties before start of additional work.

6. Submittals

- 6.1 The Contractor shall submit for approval the manufacturer's cut sheets for materials and equipment utilized for this project prior to commencing any work.
- 6.2 All finishes and other standard submittals are to be provided to the Owner prior to installation by the contractor.

7. Project Schedule

- 7.1 Majority of work shall be completed during normal working hours 8:00 am – 5:00 pm Monday thru Friday. After hours and weekends when needed will be coordinated with the Owner at no additional cost. Total project duration is expected to be 4 weeks upon receipt of purchase order and mobilization

8. Clarifications

- 8.1 The following items are specifically excluded by Contractor and are not part of this agreement. If at any time during work a hazardous material or unknown condition is uncovered, work will cease until the appropriate scope of work is agreed upon and executed as a supplemental work order package or remedied by the Owner:
 - 8.1.1 Any item not included in the specifications or contract.
 - 8.1.2 Permitting and any associated fees
 - 8.1.3 Hazardous materials not in this scope of work

9. Owner Responsibilities

- 9.1 Coordinate any State/Local Fire Marshal approvals as necessary.
- 9.2 Provide access to the worksite during scheduled working hours.
- 9.3 Provide a staging area for project related materials.
- 9.4 Owner shall be responsible for re-routing employee and student traffic as necessary

Timberline HD® Shingles

Made to protect your home. Your story. And those of over 50 million of your fellow Americans!



TIMBERLINE HD®
LIFETIME HIGH DEFINITION SHINGLES

Timberline HD® Shingles Provide These Unique Benefits:

Great Value

Architecturally stylish but practically priced

Dimensional Look

Features GAF proprietary color blends and enhanced shadow effect for a genuine wood-shake look

Highest Roofing Fire Rating

UL Class A, Listed to ANSI/UL 790

High Performance

Designed with Advanced Protection® Shingle Technology, which reduces the use of natural resources while providing excellent protection for your home (visit gaf.com/APS/ to learn more)

Stays in Place

Dura Grip™ Adhesive seals each shingle tightly and reduces the risk of shingle blow-off. Shingles warranted to withstand winds up to 130 mph (209 km/h)¹

StainGuard® Protection

Helps ensure the beauty of your roof against unsightly blue-green algae²

Peace of Mind

Lifetime Ltd. transferable warranty with Smart Choice® Protection (non-prorated material and installation labor coverage) for the first ten years³

Perfect Finishing Touch

For the best look, use Timbertex® Premium Ridge Cap Shingles or Ridglass® Premium Ridge Cap Shingles⁴

¹This wind speed coverage requires special installation; see *GAF Shingle & Accessory Ltd. Warranty* for details.

²StainGuard® Protection applies only to shingles with StainGuard®-labeled packaging. See *GAF Shingle & Accessory Ltd. Warranty* for complete coverage and restrictions.

³See *GAF Shingle & Accessory Ltd. Warranty* for complete coverage and restrictions. The word "Lifetime" refers to the length of coverage provided by the *GAF Shingle & Accessory Ltd. Warranty* and means as long as the original individual owner(s) of a single-family detached residence (or the second owner(s) in certain circumstances) owns the property where the shingles are installed. For owners/structures not meeting the above criteria, Lifetime coverage is not applicable.

⁴These products are not available in all areas. See www.gaf.com/ridgecapavailability for details.

Colors & Availability

Regional Availability

Northeast, Southeast, Southwest,
West, and Central Areas



Applicable Standards & Protocols

- UL Listed to ANSI/UL 790 Class A
- Miami-Dade County Product Control approved
- State of Florida approved
- UL 997 modified to 110 mph
- Classified by UL in accordance with ICC-ES AC438
- Meets ASTM D7158, Class H
- Meets ASTM D3161, Class F
- Meets ASTM D3018, Type 1
- Meets ASTM D3462¹
- ICC-ES Evaluation Reports ESR-1475 and ESR-3267

- Texas Department of Insurance listed
- CSA A123.5²
- ENERGY STAR® Certified (White Only) (U.S. Only)
- Rated by the CRRC
- Can be used to comply with Title 24 cool roof requirements
- Meets the cool roof requirements of the Los Angeles Green Building Code (Birchwood, Copper Canyon, Golden Amber, and White Only)

Product/System Specifics³

- Fiberglass Asphalt Construction
- Dimensions (approx.): 13 1/4" x 39 3/8" (337 x 1,000 mm)

- Exposure: 5 5/8" (143 mm)
- Bundles/Square: 3
- Pieces/Square: 64
- StainGuard® Protection: Yes⁴
- Hip/Ridge: Timberline®; Seal-A-Ridge®; Z® Ridge; Ridglass®
- Starter: Pro-Start® & WeatherBlocker™

Installation

Detailed installation instructions are provided on the inside of each bundle wrapper of Timberline HD® Shingles. Installation instructions may also be obtained at gaf.com.

¹Periodically tested by independent and internal labs to ensure compliance with ASTM D3462 at time of manufacture.

²Refers to shingles sold in Canada only.

³Refer to complete published installation instructions.

⁴StainGuard® Protection applies only to shingles with StainGuard®-labeled packaging. See *GAF Shingle & Accessory Ltd. Warranty* for complete coverage and restrictions.

Note: It is difficult to reproduce the color clarity and actual color blends of these products. Before selecting your color, please ask to see several full-size shingles.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 05-17-21

Agenda Item: Update Report to City Council from Consultant Jackie Killings

Department: Administration

Requested By: Jason Parker

Reviewed/Approved by City Attorney? N/A

Cost: N/A

Funding Source if Not in Budget N/A

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

Update Report from Ms. Killings regarding consultant work.