

CITY OF DALTON, GEORGIA



REQUEST FOR PROPOSALS (RFP)

For

PROJECT:

**CONCRETE DRIVEWAY APRONS &
ASPHALT PARKING LOT REPAIRS
CITY OF DALTON, GEORGIA**

**CITY OF DALTON FIRE DEPARTMENT
300 W Waugh St.
DALTON, GEORGIA 30720**

REQUEST FOR PROPOSALS (RFP)

1.0 OVERVIEW AND GENERAL INFORMATION

Overview

The City of Dalton requests proposals from qualified and professional contractors to furnish all labor, materials, equipment, and other necessary resources to perform all required work necessary to replace concrete driveways and failing asphalt and repair subgrade, at Dalton Fire Department (DFD) Stations One, Two, and Three. Station One is located at 404 School St., Dalton, GA 30720; Station Two: 1024 Abutment Rd., Dalton, GA 30721; Station Three: 159 Haig Mill Lake Rd., Dalton, GA 30720. This work must be performed in accordance with the specifications contained in the Request for Proposals (RFP), as quantified and described in Exhibit A.

For purposes of this RFP, the City of Dalton will hereby be referred to as “City” and the private firm will hereby be referred to as “Contractor”.

During the evaluation process, the City reserves the right where it may serve the City’s best interest to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the City, Contractors submitting proposals may be required to participate in an interview with the Owner’s representatives.

An Agreement for services will be required with the selected contractor. A copy of the agreement is attached as Exhibit B. Contract services will commence upon execution of the service agreement by the city.

Schedule

| Date and Time | Event |
|-----------------------------------|----------------------------------|
| October 5, 2022 at 1:00 PM | Mandatory Pre-RFP Meeting |
| October 11, 2022 at 2:00 PM | Questions Deadline |
| October 19, 2022 at 2:00 PM | Sealed Proposal Opening |

Mandatory Pre-Bid Meeting with Site Visits

All proposers are required to attend the mandatory pre-RFP meeting with site visits for inspection prior to submitting a proposal. **In order to submit a proposal on this project, a Contractor must have a representative of the firm attend the pre-RFP meeting and must sign the sign-in sheet.** The pre-bid meeting will be held on October 5, 2022 at 1:00 PM.

Submission Information

The responsibility for submitting a response to this RFP on or before the stated date and time will be solely and strictly the responsibility of the Proposer.

Sealed Proposals will be received by the City of Dalton at the **City of Dalton Finance Department 300 W. Waugh Street, Dalton, Georgia 30720 until October 19 at 2:00 PM ET**. The envelope containing the proposals must be **sealed** and designated as the proposal for the project entitled:

SEALED PROPOSAL FOR:
CONCRETE DRIVEWAY APRONS &
ASPHALT PARKING LOT REPAIRS
CITY OF DALTON, GEORGIA

No proposal may be withdrawn within sixty (60) days after the proposal opening and shall remain firm through this period. Proposals must be signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the firm. The City of Dalton reserves the right to waive any informality and to reject any and all proposals.

No proposals will be received or accepted after 2:00 PM ET October 19, 2022. Proposals submitted after the designated date and time will be deemed invalid and returned unopened to the proposer. The City of Dalton is not responsible for lost or misdirected mail.

Questions and Addenda

All questions regarding this RFP shall be submitted in writing via email by the **questions deadline of 2:00 PM ET October 11, 2022**. Questions must be directed to:

Jackson Sheppard, E.I.T., Project Manager
City of Dalton Public Works Department
Email: jsheppard@daltonga.gov



The City of Dalton will issue responses to questions and any other corrections or amendments it deems necessary in written addenda issued prior to the RFP due date. Proposers are advised to check the website for addenda before submitting a proposal. **Bids which fail to acknowledge the receipt of any addendum (if applicable) will result in the rejection of the offer if the addendum contains information which substantively changes the City's requirements.**

Indemnification

Contractor shall assume the obligation to indemnify and hold harmless the City of Dalton, its officers, employees, and representatives from and against any and all claims, damages, suits, fees, judgments, costs, expenses (including attorneys' fees), liability or payment arising out of, or through, injury to any person or persons including death and loss of services, or damage to property, suffered through any cause whatsoever in the work involved in the contract and to defend on their behalf any suit brought against them arising from such cause.

Any and all damages and costs associated with and to pedestrians, vehicles, buildings, etc. are the sole responsibility of the Contractor. The City of Dalton may review any disputes and the City's decision shall be final.

Georgia Security and Immigration Compliance

In compliance with the Georgia Security and Immigration Compliance Act, all contractors must comply with the above-mentioned State of Georgia regulations by completing the provided affidavits relative to contractor and subcontractor stating affirmatively that the contractor and any subcontractors are registered and participating in a federal work authorization program. All applicable affidavits have been included with this RFP, and **ALL SEALED PROPOSALS MUST INCLUDE EXECUTED E-VERIFY AND SAVE DOCUMENTS AT THE TIME OF THE OPENING.**

The Scope of Services, as may be modified through negotiation and/or by written addendum issued by the City, will be made part of the Agreement.

The submission of a proposal shall be deemed a representation and warranty by the Contractor that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. Statistical information which may be contained in the RFP or any addendum thereto is for information purposes only.

2.0 Submittal Requirements/Format

Format: The Parties interested in acquiring this Contract with The City of Dalton for Concrete Driveway Aprons and Asphalt Parking Lot Repairs at DFD Stations #1, #2, and #3 shall submit a written proposal package to meet the requirements below:

- A. The proposal shall set forth a lump sum cost for completion of the total Project. This cost should include replacement of concrete driveway aprons, asphalt parking lot, and subgrade repairs as built currently on sites.
- B. The proposal shall outline a complete and detailed description of the work to be completed by the Contractor as described on City's bid form in Exhibit A.
- C. Contractor shall provide a (2) two-year warranty on labor, materials, and workmanship.
- D. A list of clients (others Cities/Counties if possible), including the names, addresses, and a contact person/number, for which your company has completed similar work within the last three years.
- E. Provide a description of completed projects that demonstrate the contractor's ability to complete projects of similar scope, size and purpose, and in a timely manner.
- F. Provide a written statement outlining the timeline of activities as well as a completion date for this project.
- G. Background information on your company, including the closest office location, as well as any financial ratings and reports if available, degree of work, if any, that is to be subcontracted.
- H. The contractor shall be responsible for the removal and proper disposal of any waste or other materials generated or produced during the project. Waste should include but not limited to, the removal of any and all asphalt and concrete materials accumulated during demolition, as well as any subgrade materials being removed and replaced. The cost of the waste disposal shall be included in the lump sum proposal price. Removal and disposal of waste materials shall be in accordance with industrial standards and in accordance with all Federal, State, and Local regulations.
- I. Ability to meet insurance requirements, and attach a copy of a valid insurance certificate for the firm's general liability and proof of adequate worker's compensation coverage for employees.

- J. Ability to produce a payment and performance bond for entire bid amount. Bond rate to be specified on bid form Exhibit “A”.

3.0 Minimum Criteria Used to Determine Responsibility and Responsiveness of Proposals

Proposals shall be reviewed and evaluated based on their relative responsiveness to the criteria described in section 2.0 and with those criteria’s outlined below.

- A. Whether the Proposal demonstrates an understanding of the project (5 points)
- B. Whether the Proposal demonstrates an ability to complete the project in a timely manner (10 points)
- C. Whether the Proposer provided references or otherwise demonstrated it has performed satisfactorily in previous contracts of similar size and scope (10 points)
- D. Whether the Proposer has demonstrated the appropriate capacity, skill, and financial resources to provide the requested service (20 points)
- E. Whether the Proposer met the set insurance requirements and provided proof of same (10 points)
- F. Quality of materials proposed to be used on project (5 points)
- G. Total cost of project (40 points)

All work performed shall be of the highest quality in accordance with best management practices, procedures, and industry standards. The Proposer must conform to all Federal, State, and Local laws and governmental regulations.

4.0 Subcontracting

Any person undertaking a part of the work under the terms of the proposal, by virtue of an agreement with the Contractor, must receive the approval of the City of Dalton Project Manager prior to any such undertaking. The City of Dalton reserves the right to terminate the contract, without penalty, if the subcontracting is completed without this approval.

5.0 Safety Measures

Contractor shall take all necessary precautions for the safety of employees on the worksite and shall erect and properly maintain at all times, as required on job conditions and progress of the work, all necessary safeguards for the protection of the workmen and public. The City of Dalton reserves the right to terminate the contract, without penalty, if the Contractor fails to follow industry safety standards related to work of this nature.

6.0 Insurance Requirements

Insurance Requirements: Contractor shall procure and maintain for the duration of the contract and for a period of two years after completion of project, insurance against claims for injuries to persons or damages to property that may arise from or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The limits of liability for the insurance shall provide coverage for not less than the following amounts or greater were required by law:

Workers Compensation (WC):

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

Commercial General Liability (CGL):

| | |
|---|---------------------------|
| Each Occurrence Limit | \$1,000,000 |
| Personal & Advertising Injury Limit | \$1,000,000 |
| General Aggregate Limit | \$2,000,000 (per project) |
| Products/Completed Ops. Aggregate Limit | \$2,000,000 |

Automobile Liability

| | |
|-----------------------|-------------|
| Combined Single Limit | \$1,000,000 |
|-----------------------|-------------|

Additional Insured: The vendor shall add the “City of Dalton, its officers, employees and agents” as an additional insured under the commercial general and automobile liability policies.

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.

As stated above, contractor shall procure and maintain insurance which shall protect the contractor and the City of Dalton from any claims for bodily injury, property damage, or personal injury which may arise out of operations under the Contract. Contractor shall procure the insurance policies at the contractor's own expense and shall furnish the City of Dalton an insurance certificate listing the City of Dalton (P.O. Box 1205, Dalton, GA 30722) as certificate holder. The insurance certificate must document that the liability insurance coverage purchased by the contractor includes contractual liability coverage to protect the City of Dalton.

In addition, the insurance certificate must provide the following information:

1. Name and address of authorized agent
2. Name and address of insured
3. Name of insurance company (licensed to operate in Georgia)
4. Description of coverage in standard terminology
5. Policy period
6. Limits of liability
7. Name and address of certificate holder
8. Acknowledgment of notice of cancellation to the City of Dalton
9. Signature of authorized agent
10. Telephone number of authorized agent
11. Details of policy exclusions in comments section of insurance certificate

7.0 Method of Selection

The City of Dalton is using the Competitive Sealed Proposal method of source selection for this procurement. An award, if made, will be made to the responsible provider whose proposal is most advantageous to the City, and most responsible and responsive as required by law, taking into consideration the factors set forth in this RFP. Providers submitting proposals may be afforded an opportunity for discussion, negotiation and revision of proposals. Discussions, negotiations and revisions may be permitted after submission of proposals and prior to an award for the purpose of obtaining the best and final offers. However, during the process of discussion, negotiation and revision, the government entity shall not disclose the contents of proposals to competing providers. All proposals shall be valid for a period of sixty (60) days from the submission date.



City of Dalton

Addendum No. 001
Revised Proposal Form

10/12/2022

PROJECT NAME: STATION #1 CONCRETE APRON REPLACEMENT

| DESCRIPTION | QUANTITY | UNITS | UNIT PRICE | TOTAL PRICE |
|---|----------|-------|------------|---------------------|
| GENERAL CONDITIONS | | | | |
| MOBILIZATION | 1 | LS | 8,100.00 | 8,100.00 |
| TRAFFIC CONTROL | 1 | LS | 7,400.00 | 7,400.00 |
| DEMOLITION & CLEARING | | | | |
| DEMO EXISTING CONCRETE | 60 | CY | 330.00 | 19,800.00 |
| SAWCUT AT PAVEMENT TIE-IN | 80 | LF | 17.00 | 1,360.00 |
| CONCRETE IMPROVEMENTS | | | | |
| SUBGRADE REMEDIATION | 90 | CY | 100.00 | 9,000.00 |
| 8" CONCRETE APPROACH APRON | 2400 | SF | 15.00 | 36,000.00 |
| SUBTOTAL PROJECT ESTIMATE STATION #1 | | | | \$ 81,660.00 |

**Station #1
Not to be
Awarded**

**- JS
11/10/2022**

PROJECT NAME: STATION #2 ASPHALT REPAIR AND OVERLAY

| DESCRIPTION | QUANTITY | UNITS | UNIT PRICE | TOTAL PRICE |
|---|----------|-------|------------|----------------------|
| GENERAL CONDITIONS | | | | |
| MOBILIZATION | 1 | LS | 16,500.00 | 16,500.00 |
| CONCRETE IMPROVEMENTS | | | | |
| 12" FDR SOIL CEMENT @ 80 LBS/SY | 3000 | SY | 28.15 | 84,450.00 |
| Mill Variable Depth | 4200 | SY | 8.50 | 35,700.00 |
| 1.5" HMA 12.5mm GP 2 only | 4200 | SY | 17.15 | 72,030.00 |
| SUBTOTAL PROJECT ESTIMATE STATION #2 | | | | \$ 208,680.00 |

**Station #2 to be
Awarded ONLY**

Subtotal: \$208,680.00

**1% Bond Cost:
\$2,080.80**

TOTAL: \$ 210,766.80

- JS 11/10/2022

PROJECT NAME: STATION #3 CONCRETE APRON REPLACEMENT

| DESCRIPTION | QUANTITY | UNITS | UNIT PRICE | TOTAL PRICE |
|---|----------|-------|------------|----------------------|
| GENERAL CONDITIONS | | | | |
| MOBILIZATION | 1 | LS | 8,100.00 | 8,100.00 |
| TRAFFIC CONTROL | 1 | LS | 7,400.00 | 7,400.00 |
| DEMOLITION & CLEARING | | | | |
| DEMO EXISTING CONCRETE | 93 | CY | 310.00 | 28,830.00 |
| SAWCUT AT PAVEMENT TIE-IN | 70 | LF | 17.00 | 1,190.00 |
| CONCRETE IMPROVEMENTS | | | | |
| SUBGRADE REMEDIATION | 140 | CY | 100.00 | 14,000.00 |
| 8" CONCRETE APPROACH APRON | 3750 | SF | 15.00 | 56,250.00 |
| SUBTOTAL PROJECT ESTIMATE STATION #3 | | | | \$ 115,770.00 |

**Station #3 Not
to be
Awarded**

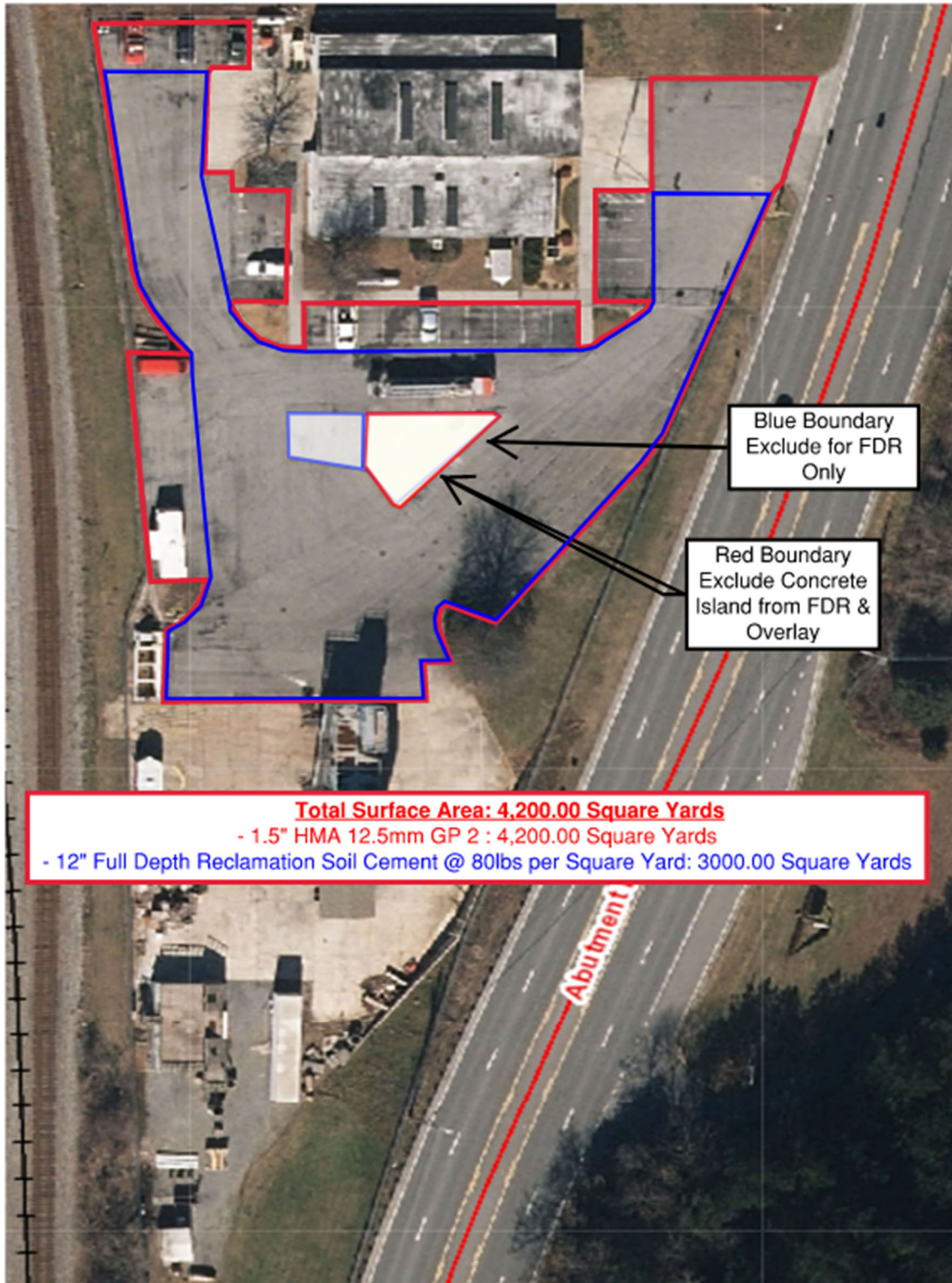
**- JS
11/10/2022**

| | | | | |
|---|--|--|--|----------------------|
| TOTAL STATIONS #1, #2, AND #3 | | | | \$ 406,110.00 |
| PAYMENT AND PERFORMANCE BOND PERCENTAGE RATE | | | | 1 % |

Dalton Fire Station #1 Scope of Work Overview



Dalton Fire Station #2 Scope of Work Overview



Dalton Fire Station #3 Scope of Work Overview



Exhibit B – Contract

CITY OF DALTON FIRE DEPARTMENT

GENERAL CONSTRUCTION AGREEMENT

THIS GENERAL CONSTRUCTION AGREEMENT is made and entered into on this 14 day of November, 2022 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and "Northwest Georgia Paving, Inc.", hereinafter referred to as "CONTRACTOR".

WHEREAS, CITY owns certain real Property located at 404 School St. (Station 1), 1024 Abutment Rd. (Station 2), and 159 Haig Mill Lake Rd. (Station 3) upon which the Fire Department operates fire stations; and

WHEREAS, CITY desires to remove and replace concrete and asphalt driveways and aprons on said Property as shown in Exhibit A; 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 properties upon which the project shall be constructed are located at Station One: 404 School St., Dalton, GA 30720; Station Two: 1024 Abutment Rd., Dalton, GA 30721; Station Three: 159 Haig Mill Lake Rd., Dalton, GA 30720, hereinafter "subject property".

2. USE OF PROPERTY: CONTRACTOR shall have use and possession of the subject property at the discretion of the Fire Department. Phasing of construction not to hinder the use of the facility, and shall be discussed with the Fire Chief – Todd Pangle at the Mandatory Pre-Bid Meeting.

Time of day: 7:30AM – 7:00PM

In the event that CONTRACTOR should desire to use the subject property on additional dates or times, CONTRACTOR shall obtain written authorization from the Fire Chief- City of Dalton Fire Department. CONTRACTOR shall not restrict the public use of or access to the subject property except as may be authorized by the Fire Chief. 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 Concrete Driveway Aprons & Asphalt Parking Lot Repairs (RFP) 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 on November 21st, 2022. If no date is provided, then the date of commencement shall be ten days from execution of this Agreement.

5. DATE OF COMPLETION: The CONTRACTOR shall complete the project on or before June 1st, 2023.

6. CONTRACT SUM: The CITY shall pay to CONTRACTOR the total sum of \$210,766.80 for the complete performance of the project and terms of this Agreement. In addition, CITY shall pay to CONTRACTOR for any additional work performed pursuant to any mutually agreed to change orders. All change orders shall be in writing signed by both parties.

7. CONTRACT PENALTY: The CONTRACTOR shall pay to the CITY the amount of \$250 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. To insure proper performance of this contract, the 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. 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 Director of Public Works;
 - (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) to use the subject property in a safe, careful and lawful manner;
 - (f) to promptly report in writing to CITY any unsafe or defective condition of the subject property and any adverse site condition, which shall include but not be limited to limited access, extremely dense vegetation, subsurface conditions,

- damaged property, or existing utilities, that may adversely affect CONTRACTOR's ability to complete the scope of services or other terms of this Agreement;
- (g) to promptly report in writing to CITY any damage to or injuries sustained on the subject property and to promptly repair any damage to the subject property which is made necessary by any act of CONTRACTOR, its employees, agents, subcontractors, or invitees;
 - (h) to keep the subject property in a clean and orderly condition and to remove any personal property of CONTRACTOR upon completion of the project;
 - (i) to perform all work on the project in a good and workmanlike manner, free from faults and defects, and in conformance with the terms of this Agreement;
 - (j) to determine the appropriate method, details and means of performing the scope of services provided by this Agreement;
 - (k) to exercise the ordinary standard of care in complying with the laws, codes, and regulations applicable to the CONTRACTOR's services;
 - (l) to exercise diligence and to complete delivery of the scope of services in a timely manner consistent with the exercise of due care;
 - (m) to attend meetings to make presentations or to otherwise review the progress of the work as set out in the scope of services at the reasonable request of the CITY;
 - (n) to prepare and submit to the CITY reports required by the scope of services or upon the written request of the CITY.
 - (o) to keep the subject property in a clean and orderly condition and to protect from loss, damage or theft any supplies or materials necessary for completion of the project;
 - (p) to permit CITY and its employees and agents access to the subject property at all reasonable times for the purposes of making repairs, inspecting the subject property, and inspecting the progress of the project;
 - (q) to use only new materials appropriate for completion of the project;

12. INDEMNITY: CONTRACTOR shall indemnify CITY from and hold CITY harmless against all claims, demands and judgments for loss, damage or injury to person or 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.

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

- (c) Auto Liability Coverage – Auto Liability policy with a 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: Northwest Georgia Paving, Inc.
501 W. May Street
Calhoun, Georgia 30710

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

18. CONTRACT DOCUMENTS: The Agreement shall include the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Addenda relating to bidding and proposal requirements, and any other written information provided by the CITY in anticipation of receiving bids or proposals, if any, except as specifically excluded herein, and the CONTRACTOR’S bid or proposal. The terms of this Agreement shall supersede any terms in the above-referenced documents in direct conflict with the terms of this Agreement.

Additionally, the Contract Documents and all drawings, plans, specifications and other related construction or service related documents shall be the sole 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 of two (2) years from the date of completion. Within ten days of completion of the terms of the Agreement, CONTRACTOR shall provide to CITY all original warranty documents from any third party.

22. **BONDS:** CONTRACTOR may be required to provide and maintain the types and amounts of bonds as identified by the City of Dalton Request for Proposal provided in Section 2 – Submittal Requirements/Format.

23. **MISCELLANEOUS PROVISIONS:**

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

(b) **Successors and Assigns.** This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. CONTRACTOR shall not assign its rights or obligations under this Agreement without the prior written consent of the CITY.

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

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

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

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

(g) Attorney Fees. In the event the CITY must enforce the terms of this Agreement by filing a civil action against CONTRACTOR, then CONTRACTOR shall pay 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 CONTRACTOR's services shall be maintained in confidence and shall not be disclosed to any third party by CONTRACTOR, without CITY's written authorization, except as may be required by the Georgia Open Records Act. CONTRACTOR shall promptly notify CITY of any third-party request for said information or documentation prior to any disclosure. CITY agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by CONTRACTOR pertaining to this Agreement shall be considered confidential and proprietary, and shall not be disclosed to any third party, except as may be required by the Georgia Open Records Act.

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

CONTRACTOR:

CONTRACTOR:

By: _____

Title: _____

CITY:

CITY OF DALTON, GEORGIA

By: _____

MAYOR

Attest: _____

CITY CLERK



NORTHWEST GEORGIA PAVING, INC.

CITY OF DALTON, GEORGIA

CONCRETE DRIVEWAY APRONS & ASPHALT PARKING LOT REPAIRS

- A. NWGP, Inc Total Proposed Amount: \$406,110.00
- B. NWGP, Inc. shall provide mobilization, traffic control, demolition, milling/FDR, and concrete improvements for the fire departments per Exhibit A.
- C. A two-year warranty will be provided upon request.
- D. References attached.
- E. Prominent projects attached.
- F. A timeline will be developed upon award of project and NWGP, Inc. will work closely with the city to ensure timely completion of the project while coordinating access to each location with the fire departments.
- G. Established in 1958, Northwest Georgia Paving, Inc. is currently owned and operated under its third generation of ownership and remains a local hometown company operating under the same principles of quality and integrity as when it was conceived. However, over the past decades, NWGP Inc has evolved into a highly diversified company more than capable of providing all disciplines of site work, from beginning to completion.
NWGP's corporate office is located at 501 W. May Street in Calhoun, Georgia, and a GDOT Certificate of Qualification is attached as proof of financial capability.
If awarded the project, NWGP does not plan to utilize a subcontractor.
- H. Waste removal is included in the total proposed amount.
- I. Certificate of Insurance attached.
- J. If Payment and Performance Bonds are required, please add 1% to the total contract price.



NORTHWEST GEORGIA PAVING, INC
REFERENCES

1. Company: City of Dalton
Street Address: 301 W. Crawford St.
City, State & Zip: Dalton, GA 30720
Contact Person: Jackson Sheppard Phone: 706-278-7077
Email Address: jshppard@daltonga.gov
Describe Specific Job Performed: Milling & Resurfacing

2. Company: Lake Arrowhead
Street Address: 2421 Lake Arrowhead Drive
City, State & Zip: Waleska, GA 30183
Contact Person: George Sullivan Phone: 770-364-0541
Describe Specific Job Performed: Milling & Resurfacing

3. Company: City of Calhoun
Street Address: 226 S. Wall St.
City, State & Zip: Calhoun, GA 30701
Contact Person: Shane Cox Phone: 706-263-6970
Email Address: scox@calnet-ga.net
Describe Specific Job Performed: Milling & Resurfacing

4. Company: City of Roswell
Street Address: 38 Hill Street, Suite G-20
City, State & Zip: Roswell, GA 30075
Contact Person: Surapong Neo Chua Phone: 770-594-6523
Email Address: Schua@ci.roswell.ga.us
Describe Specific Job Performed: Milling & Resurfacing

5. Company: City of Sandy Springs
Street Address: 7840 Roswell Rd., Building 500
City, State & Zip: Sandy Springs, GA 30350
Contact Person: Mitch Yeargin
Email Address: myeargin@sandyspringsga.gov
Describe Specific Job Performed: Milling & Resurfacing

6. Company: City of Johns Creek
Street Address: 12000 Findley Rd., Suite 400
City, State & Zip: Johns Creek, GA
Contact Person: Riki Forney Phone: 678-512-3266
Email Address: riki.forney@johnscreekga.gov
Describe Specific Job Performed: Milling & Resurfacing

7. Company: Carbondale Business Park
Street Address: Conn 3
City, GA & Zip: Dalton, GA 30720
Contact Person: Kent Benson Phone: 706-275-7552
Email Address: kbenson@whitfieldcountvga.com
Describe Specific Job Performed: Grade, Base & Pave

8. Company: Bent Tree Community
Street Address: 40 Little Pine Mountain Rd. #20202
City, GA & Zip: Jasper, GA 30143
Contact Person: Tim Carver Phone: 770-893-2629
Email Address:
Describe Specific Job Performed: Paving

9. Company: Brasfield & Gorrie
Street Address: 1990 Vaughn Road, Suite 100
City, GA & Zip: Kennesaw, GA 30144
Contact Person: Adam Wheeler Phone: 678-581-6424
Email Address: awheeler@brasfieldgorrie.com
Describe Specific Job Performed: Grade, Base & Pave

10. Company: Oglethorpe Power
Street Address: 2100 East Exchange Place
City, & Zip: Tucker, GA 30084
Contact Person: Vann Newell
Email Address: vann.newell@opc.com
Describe Specific Job Performance: Grade, Base & Pave

Prominent Completed Projects

15-2011 SR 140 W of Oothkalooga Creek to US 41/SR 3
Georgia Department of Transportation
One Georgia Center
600 West Peachtree Street NW
Atlanta, GA 30308
\$14,315,895.91

16-2043 Asphalt Paving, Leveling and Milling
Wright Brothers Construction Co., Inc.
PO Box 437
Charleston, TN 37310
\$9,487,130.95

20-2013 2039 FY2020 FY2021 LMIG Resurfacing
City of Sandy Springs
7840 Roswell Road, Bldg 500
Sandy Springs, GA 30350
\$8,692,750.50

18-2043 M005722 Floyd - 9.070 Miles Milling & Resurfacing
Georgia Department of Transportation
One Georgia Center
600 West Peachtree Street NW
Atlanta, GA 30308
\$5,571,729.40

18-2017 M005639 Walker - Milling & Resurfacing
Georgia Department of Transportation
One Georgia Center
600 West Peachtree Street NW
Atlanta, GA 30308
\$5,390,658.44



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

March 14, 2022

CERTIFICATE OF QUALIFICATION
Vendor ID: 2NO820

Northwest Georgia Paving, Inc.
P. O. Box 578
Calhoun, GA 30703

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

MAXIMUM CAPACITY RATING: \$611,900,000.00

CERTIFICATE EXPIRES: February 28, 2024

PRIMARY WORK CLASS/CODE: 400

SECONDARY WORK CLASS(ES)/CODE(S): 201, 205, 208, 209, 310, 424 and 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.

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

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

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

Sincerely,

Marc Mastronardi, P.E.

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

Digitally signed by Marc Mastronardi, P.E.
DN: C=US, E=mmastronardi@dot.ga.gov,
O=Georgia Department of Transportation,
OU=Division of Construction - Director,
CN="Marc Mastronardi, P.E."
Date: 2022.03.21 08:45:43-04'00'

MM:TKA

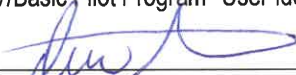
CONTRACTOR AFFIDAVIT AND AGREEMENT

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.

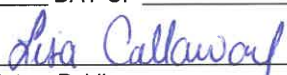
The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Dalton, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 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.

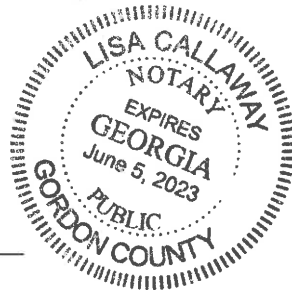
The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

110560
EEV/Basic Pilot Program* User Identification Number

 10/19/2022
BY: Authorized Officer or Agent Date
(Contractor Name)

President
Title of Authorized Officer or Agent of Contractor
Russell Smith
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
19th DAY OF October, 2022

Notary Public
My Commission Expires:
06/05/2023



* 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).



S.A.V.E. Affidavit Verify Status for Business Transaction with the City of Dalton

By executing this affidavit under oath, as a vendor for the City of Dalton, Georgia for the public benefits as references in O.C.G.A. Section 50-36-1, I am stating the following with respect to my "public benefit" for Russell Smith (Name of natural person applying on behalf of) Corporation (Individual, business, corporation, partnership, or other private entity)

1. I am a United States Citizen.
2. I am a legal resident 18 years of age or older. Please include Alien Registration Number below signature.*
3. I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act, 18 years of age or older and lawfully present in the United States.*

Drivers License - 054582699
(Document and Source Number)

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. 16-10-20, and face criminal penalties as allowed by such criminal statute.


Signature of Applicant

10/19/2022
Date

Russell Smith
Printed Name

Alien Registration Number for Non-Citizens
Concrete Driveway Aprons & Asphalt Parking Lot Repars
City of Dalton, Georgia
Grant or Project Number

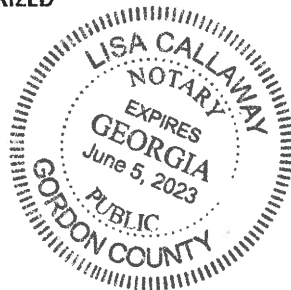
110560
Vendor's E-Verify Number

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE 19th DATE OF
October, 2022.

NOTARY PUBLIC 
MY COMMISSION EXPIRES:
06/05/2023

*O.C.G.A. 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C. as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "Alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number.

MUST BE NOTORIZED





NWGAPAV-01

DPENNINGTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/18/2022

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 Advanced Insurance Strategies, LLC P.O. Box 709 Dalton, GA 30722 | CONTACT NAME: David Pennington | |
| | PHONE (A/C, No, Ext): (706) 226-0186 2332 FAX (A/C, No): (706) 226-0178 | |
| | E-MAIL ADDRESS: dpennington@ais-ins.net | |
| INSURED NW GA Paving Inc P.O. Box 578 Calhoun, GA 30703 | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Liberty Mutual Insurance | 23043 |
| | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES**CERTIFICATE NUMBER:****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 | | | TB6-Z51-292215-022 | 5/1/2022 | 5/1/2023 | EACH OCCURRENCE | \$ 2,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 500,000 |
| | | | | | | | MED EXP (Any one person) | \$ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 2,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 4,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 4,000,000 |
| | | | | | | | | \$ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: General Aggregate | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | AS6-Z51-292215-012 | 5/1/2022 | 5/1/2023 | COMBINED SINGLE LIMIT (Ea accident) | \$ 2,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE | | | TH7-Z51-292215-042 | 5/1/2022 | 5/1/2023 | EACH OCCURRENCE | \$ 4,000,000 |
| | | | | | | | AGGREGATE | \$ 4,000,000 |
| | | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below | | | WCC-Z51-292215-032 | 5/1/2022 | 5/1/2023 | PER STATUTE | \$ 1,000,000 |
| | | | | | | | OTH-ER | \$ 1,000,000 |
| | | | | | | | 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 additional insured including completed operations LC2058(01-17). General liability waiver of subrogation LC0443(01-17). The coverage afforded the Additional insured shall be primary and non-contributory to any insurance of the Additional Insured. Automobile blanket additional insured AC8423(08-11). Automobile blanket waiver of subrogation AC8407(11-17). WC000313 Workers comp blanket waiver of subrogation. Blanket 30 day notice of cancellation AC8407 (11-17). Umbrella follows form. All policies are endorsed to provide a 30 written notice of cancellation to Additional Insureds prior to cancellation.

Project: CONCRETE DRIVEWAY APRONS & ASPHALT PARKING LOT REPAIRS CITY OF DALTON, GEORGIA

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|--|
| City of Dalton Fire Department 300 W. Waugh Street Dalton, GA 30720 | 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 |

Policy Number TB6-Z51-292215-028
Issued by THE FIRST LIBERTY INSURANCE CORPORATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COMMERCIAL GENERAL LIABILITY
ADDITIONAL INSURED ENHANCEMENT FOR CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Index of modified items:

- Item 1. **Blanket Additional Insured Where Required By Written Agreement**
 - Lessors of Leased Equipment
 - Managers or Lessors of Premises
 - Mortgagees, Assignees or Receivers
 - Owners, Lessees or Contractors
 - Architects, Engineers or Surveyors
 - Any Person or Organization
- Item 2. **Blanket Additional Insured – Grantor Of Permits**
- Item 3. **Other Insurance Amendment**

Item 1. Blanket Additional Insured Where Required By Written Agreement

Paragraph 2. of Section II – Who Is An Insured is amended to add the following:

Additional Insured by Written Agreement

The following are insureds under the policy when you have agreed in a written agreement to provide them coverage as additional insureds under your policy:

- 1. **Lessors of Leased Equipment:** The person(s) or organization(s) from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- 2. **Managers or Lessors of Premises:** Any manager(s) or lessor(s) of premises leased to you in which the written lease agreement obligates you to procure additional insured coverage.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent act(s) or omission(s) of you, your "employees", your agents or your subcontractors. There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out of the additional insured's sole negligence.

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises or to lease that land;
 - b. Structural alterations, new construction or demolition operations performed by or on behalf of that manager or lessor; or
 - c. Any premises for which coverage is excluded by endorsement.
3. **Mortgagees, Assignees or Receivers:** Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of your ownership, maintenance or use of the premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or on behalf of such person(s) or organization(s).

4. **Owners, Lessees or Contractors:** Any person(s) or organization(s) to whom you are obligated to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of your "employees", your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of your "employees", your agents, or your subcontractors.

There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out the additional insured's sole negligence.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services.

5. **Architects, Engineers or Surveyors:** Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of those acting on your behalf:
- a. In connection with your premises; or
 - b. In the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by or for you, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by or for you.

- 6. Any Person or Organization Other Than a Joint Venture:** Any person(s) or organization(s) (other than a joint venture of which you are a member) for whom you are obligated to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of those acting on your behalf:
- a. In the performance of your ongoing operations; or
 - b. In connection with premises owned by or rented to you.

This insurance does not apply to:

- a. Any person(s) or organization(s) more specifically covered in Paragraphs 1 through 5 above;
- b. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf; or
- c. Any person(s) or organization(s) whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving or failing to prepare or approve, maps, drawings, opinions, reports, surveys, field orders, change orders, designs and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by or on behalf of you, or those operating on your behalf.

The insurance afforded to any person(s) or organization(s) as an insured under this Item 1:

- 1. Applies to the extent permitted by law;
- 2. Applies only to the scope of coverage and the minimum limits of insurance required by the written agreement, but in no event exceeds either the scope of coverage or the limits of insurance provided by this policy;
- 3. Does not apply to any person(s) or organization(s) for any "bodily injury", "property damage" or "personal and advertising injury" if any other additional insured endorsement attached to this policy applies to such person(s) or organization(s) with regard to the "bodily injury", "property damage" or "personal and advertising injury";
- 4. Applies only if the "bodily injury" or "property damage" occurs, or the offense giving rise to the "personal and advertising injury" is committed, subsequent to the execution of the written agreement; and
- 5. Applies only if the written agreement is in effect at the time the "bodily injury" or "property damage" occurs, or at the time the offense giving rise to the "personal and advertising injury" is committed.

Item 2. Blanket Additional Insured – Grantor Of Permits

Paragraph 2. of Section II - Who Is An Insured is amended to add the following:

Any state, municipality or political subdivision that has issued you a permit in connection with any operations performed by you or on your behalf, or in connection with premises you own, rent or control, and to which this insurance applies, but only to the extent that you are required to provide additional insured status to the state, municipality or political subdivision as a condition of receiving and maintaining the permit. Such state, municipality or political subdivision that has issued you a permit is an insured only with respect to their liability as grantor of such permit to you.

However, with respect to the state, municipality or political subdivision:

1. Coverage will be no broader than required; and
2. Limits of insurance will not exceed the minimum limits of insurance required as a condition for receiving or maintaining the permit;

but neither the scope of coverage nor the limits of insurance will exceed those provided by this policy.

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision;
2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written agreement initiated prior to loss; or
3. "Bodily injury", "property damage" or "personal and advertising injury", unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 3. Other Insurance Amendment

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person(s) or organization(s) that qualifies as an additional insured on this policy, this policy will apply solely on the basis required by such written agreement and Paragraph 4. Other Insurance of Section IV – Commercial General Liability Conditions will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. Other Insurance of Section IV – Commercial General Liability Conditions will apply. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

Policy Number TB6-Z51-292215-028
Issued by THE FIRST LIBERTY INSURANCE CORPORATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY ENHANCEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Index of modified items:

- Item 1. **Reasonable Force**
- Item 2. **Non-Owned Watercraft Extension**
- Item 3. **Damage To Premises Rented To You – Expanded Coverage**
- Item 4. **Bodily Injury To Co-Employees**
- Item 5. **Health Care Professionals As Insureds**
- Item 6. **Knowledge Of Occurrence Or Offense**
- Item 7. **Notice Of Occurrence Or Offense**
- Item 8. **Unintentional Failure To Disclose**
- Item 9. **Bodily Injury Redefined**
- Item 10. **Supplementary Payments – Increased Limits**
- Item 11. **Property In Your Care, Custody Or Control**
- Item 12. **Mobile Equipment Redefined**
- Item 13. **Newly Formed Or Acquired Entities**
- Item 14. **Waiver Of Right Of Recovery By Written Contract Or Agreement**
- Item 15. **Contractual Liability – Railroads**

Item 1. **Reasonable Force**

Exclusion a. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

a. **Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Item 2. **Non-Owned Watercraft Extension**

Paragraph (2) of Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 55 feet long; and
- (b) Not being used to carry persons or property for a charge;

Item 3. **Damage To Premises Rented To You – Expanded Coverage**

A. The final paragraph of 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

B. Paragraph 6. of Section III – Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You Limit is the greater of:

- a. \$300,000; or
- b. The Damage To Premises Rented To You Limit shown on the Declarations.

C. Paragraph 9.a. of the definition of "insured contract" in Section V – Definitions is replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

D. The paragraph immediately following Paragraph (6) of Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning or explosion or subsequent damages resulting from such fire, lightning or explosion including water damage) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits of Insurance.

Item 4. **Bodily Injury To Co-Employees**

A. Paragraph 2. of Section II – Who Is An Insured is amended to include:

Each of the following is also an insured:

Your "employees" (other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company)) or "volunteer workers" are insureds while in the course of their employment or while performing duties related to the conduct of your business with respect to "bodily injury":

- (1) To you;
- (2) To your partners or members (if you are a partnership or joint venture);
- (3) To your members (if you are a limited liability company); or
- (4) To a co-"employee" or "volunteer worker" while that co-"employee" or "volunteer worker" is either in the course of his or her employment by you or while performing duties related to the conduct of your business (including participation in any recreational activities sponsored by you).

Paragraph 2.a.(1)(a) of Section II – Who Is An Insured does not apply to "bodily injury" for which insurance is provided by this paragraph.

B. The insurance provided by this Item 4. for "bodily injury" to a co-"employee" or "volunteer worker" will not apply if the injured co-"employee's" or "volunteer worker's" sole remedy for such injury is provided under a workers' compensation law or any similar law.

C. Other Insurance

The insurance provided by this Item 4. is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis.

Item 5. **Health Care Professionals As Insureds**

A. Paragraph 2.a.(1)(d) of Section II – Who Is An Insured is replaced by the following:

(d) Arising out of his or her providing or failure to provide professional health care services. However, any "employee" or "volunteer worker" of the Named Insured who is acting as a Good Samaritan in response to a public or medical emergency or who is a "designated health care provider" is an insured with respect to "bodily injury" and "personal and advertising injury" that:

(i) Arises out of the providing of or failure to provide professional health care services; and

(ii) Occurs in the course of and within the scope of such "employee's" or "volunteer worker's" employment by the Named Insured.

B. With respect to "employees" and "volunteer workers" providing professional health care services, the following exclusions are added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

(1) Liability assumed under an "insured contract" or any other contract or agreement;

(2) Liability arising out of the providing of professional health care services in violation of law;

(3) Liability arising out of the providing of any professional health care services while in any degree under the influence of intoxicants or narcotics;

(4) Liability arising out of any dishonest, fraudulent, malicious or knowingly wrongful act or failure to act; or

(5) Punitive or exemplary damages, fines or penalties.

C. The following definition is added to Section V – Definitions:

"Designated health care provider" means any "employee" or "volunteer worker" of the Named Insured whose duties include providing professional health care services, including but not limited to doctors, nurses, emergency medical technicians or designated first aid personnel.

D. Other Insurance

The insurance provided by this Item 5. is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis.

Item 6. **Knowledge Of Occurrence Or Offense**

Knowledge of an "occurrence" or offense by your agent, servant or "employee" will not in itself constitute knowledge by you unless your "executive officer" or "employee" designated by you to notify us of an "occurrence" or offense has knowledge of the "occurrence" or offense.

Item 7. Notice Of Occurrence Or Offense

For purposes of Paragraph 2.a. of Section IV – Commercial General Liability Conditions, you refers to your "executive officer" or "employee" that you have designated to give us notice.

Item 8. Unintentional Failure To Disclose

Unintentional failure of the Named Insured to disclose all hazards existing at the inception of this policy shall not be a basis for denial of any coverage afforded by this policy. However, you must report such an error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 9. Bodily Injury Redefined

The definition of "bodily injury" in Section V – Definitions is replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time; and
- b. Mental anguish, shock or humiliation arising out of injury as defined in Paragraph a. above. Mental anguish means any type of mental or emotional illness or distress.

Item 10. Supplementary Payments – Increased Limits

Paragraphs 1.b. and 1.d. of Section I – Supplementary Payments – Coverages A And B are replaced by the following:

- b. Up to \$3,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

Item 11. Property In Your Care, Custody Or Control

A. Paragraphs (3) and (4) of Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability are deleted.

B. Additional Exclusion

Coverage provided by this endorsement does not apply to "property damage" to property while in transit.

C. Limits of Insurance

Subject to Paragraphs 2., 3., and 5. of Section III – Limits Of Insurance, the most we will pay for insurance provided by Paragraph A. above is:

\$10,000 Each Occurrence Limit

\$75,000 Aggregate Limit

The Each Occurrence Limit for this coverage applies to all damages as a result of any one "occurrence" regardless of the number of persons or organizations who sustain damage because of that "occurrence".

The Aggregate Limit is the most we will pay for the sum of all damages under this Item 11.

D. Other Insurance

This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this policy.

Item 12. Mobile Equipment Redefined

The definition of "mobile equipment" in Section V – Definitions is amended to include self-propelled vehicles with permanently attached equipment less than 1000 pounds gross vehicle weight that are primarily designed for:

- (1) Snow removal;
- (2) Road maintenance, but not construction or resurfacing; or
- (3) Street cleaning.

Item 13. Newly Formed Or Acquired Entities

A. Paragraph 3. of Section II – Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain majority ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until:

- (1) The 180th day after you acquire or form the organization;
- (2) Separate coverage is purchased for the organization; or
- (3) The end of the policy period

whichever is earlier;

- b. Section I – Coverage A – Bodily Injury And Property Damage Liability does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Section I – Coverage B – Personal And Advertising Injury Liability does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

B. The insurance afforded to any organization as a Named Insured under this Item 13. does not apply if a Broad Form Named Insured endorsement attached to this policy applies to that organization.

Item 14. Waiver Of Right Of Recovery By Written Contract Or Agreement

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Commercial General Liability Conditions:

We waive any right of recovery because of payments we make under this policy for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" that we may have against any person or organization with whom you have agreed in a written contract or agreement to waive your rights of recovery but only if the "bodily injury" or "property damage" occurs, or offense giving rise to "personal and advertising injury" is committed subsequent to the execution of the written contract or agreement.

Item 15. Contractual Liability – Railroads

Paragraph 9. of Section V – Definitions is replaced by the following:

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failing to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

Policy Number: AS2-Z51-292215-018
Issued by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):
BLANKET

Regarding Designated Contract or Project:
BLANKET

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

Policy Number
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- I. Newly Acquired or Formed Organizations
- II. Employees as Insureds
- III. Lessor - Additional Insured and Loss Payee
- IV. Supplementary Payments - Increased Limits
- V. Fellow Employee Coverage
- VI. Personal Property of Others
- VII. Additional Transportation Expense and Cost to Recover Stolen Auto
- VIII. Airbag Coverage
- IX. Tapes, Records and Discs Coverage
- X. Physical Damage Deductible - Single Deductible
- XI. Physical Damage Deductible - Glass
- XII. Physical Damage Deductible - Vehicle Tracking System
- XIII. Duties in Event of Accident, Claim, Suit or Loss
- XIV. Unintentional Failure to Disclose Hazards
- XV. Worldwide Liability Coverage - Hired and Nonowned Autos
- XVI. Hired Auto Physical Damage
- XVII. Auto Medical Payments Coverage Increased Limits
- XVIII. Drive Other Car Coverage - Broadened Coverage for Designated Individuals
- XIX. Rental Reimbursement Coverage
- XX. Notice of Cancellation or Nonrenewal
- XXI. Loan/Lease Payoff Coverage
- XXII. Limited Mexico Coverage
- XXIII. Waiver of Subrogation

I. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

Throughout this policy, the words you and your also refer to any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership of more than 50 percent interest, provided:

- A. There is no similar insurance available to that organization;
- B. Unless you notify us to add coverage to your policy, the coverage under this provision is afforded only until:
 - 1. The 90th day after you acquire or form the organization; or
 - 2. The end of the policy period, whichever is earlier; and
- C. The coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

Policy Number
Issued by

II. EMPLOYEES AS INSURED

Paragraph A.1. Who Is An Insured of SECTION II - LIABILITY COVERAGE is amended to add:

Your "employee" is an "insured" while using with your permission a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

III. LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

A. Any "leased auto" will be considered an "auto" you own and not an "auto" you hire or borrow. The coverages provided under this section apply to any "leased auto" until the expiration date of this policy or until the lessor or his or her agent takes possession of the "leased auto" whichever occurs first.

B. For any "leased auto" that is a covered "auto" under SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured provision is changed to include as an "insured" the lessor of the "leased auto". However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

1. You.
2. Any of your "employees" or agents; or
3. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

C. Loss Payee Clause

1. We will pay, as interests may appear, you and the lessor of the "leased auto" for "loss" to the covered "leased auto".
2. The insurance covers the interest of the lessor of the "leased auto" unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor of a "leased auto", we will obtain his or her rights against any other party.

D. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

E. The lessor is not liable for payment of your premiums.

F. For purposes of this endorsement, the following definitions apply:

"Leased auto" means an "auto" which you lease for a period of six months or longer for use in your business, including any "temporary substitute" of such "leased auto".

Policy Number
Issued by

"Temporary substitute" means an "auto" that is furnished as a substitute for a covered "auto" when the covered "auto" is out of service because of its breakdown, repair, servicing, "loss" or destruction.

IV. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

Subparagraphs A.2.a.(2) and A.2.a.(4) of SECTION II - LIABILITY COVERAGE are deleted and replaced by the following:

- (2) Up to \$3,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including the actual loss of earnings up to \$500 a day because of time off from work.

V. FELLOW EMPLOYEE COVERAGE

A. Exclusion B.5. of SECTION II - LIABILITY COVERAGE does not apply.

B. For the purpose of Fellow Employee Coverage only, Paragraph B.5. of BUSINESS AUTO CONDITIONS is changed as follows:

This Fellow Employee Coverage is excess over any other collectible insurance.

VI. PERSONAL PROPERTY OF OTHERS

Exclusion 6. in SECTION II - LIABILITY COVERAGE for a covered "auto" is amended to add:

This exclusion does not apply to "property damage" or "covered pollution cost or expense" involving "personal property" of your "employees" or others while such property is carried by the covered "auto". The Limit of Insurance for this coverage is \$5,000 per "accident". Payment under this coverage does not increase the Limit of Insurance.

For the purpose of this section of this endorsement, "personal property" is defined as any property that is not used in the individual's trade or business or held for the production or collection of income.

VII. ADDITIONAL TRANSPORTATION EXPENSE AND COST TO RECOVER STOLEN AUTO

A. Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

The amount we will pay is increased to \$50 per day and to a maximum limit of \$1,000.

B. Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

If your business is shown in the Declarations as something other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen covered "auto" from the place where it is recovered to its usual garaging location.

VIII. AIRBAG COVERAGE

Exclusion B.3.a. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

This exclusion does not apply to the accidental discharge of an airbag.

Policy Number
Issued by

IX. TAPES, RECORDS AND DISCS COVERAGE

Exclusion B.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment except when the tapes, records, discs or other similar audio, visual or data electronic devices:

- (1) Are your property or that of a family member; and
- (2) Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" is \$200. No Physical Damage Coverage deductible applies to this coverage.

X. PHYSICAL DAMAGE DEDUCTIBLE - SINGLE DEDUCTIBLE

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

When two or more covered "autos" sustain "loss" in the same collision, the total of all the "loss" for all the involved covered "autos" will be reduced by a single deductible, which will be the largest of all the deductibles applying to all such covered "autos".

XI. PHYSICAL DAMAGE DEDUCTIBLE - GLASS

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

No deductible applies to "loss" to glass if you elect to patch or repair it rather than replace it.

XII. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

XIII. DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Subparagraphs A.2.a. and A.2.b. of SECTION IV- BUSINESS AUTO CONDITIONS are changed to:

- a. In the event of "accident", claim, "suit" or "loss", your insurance manager or any other person you designate must notify us as soon as reasonably possible of such "accident", claim, "suit" or "loss". Such notice must include:

- (1) How, when and where the "accident" or "loss" occurred;

Policy Number
Issued by

- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Knowledge of an "accident", claim, "suit" or "loss" by your agent, servant or "employee" shall not be considered knowledge by you unless you, your insurance manager or any other person you designate has received notice of the "accident", claim, "suit" or "loss" from your agent, servant or "employee".

b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

XIV. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. in SECTION IV - BUSINESS AUTO CONDITIONS is amended to add the following:

Any unintentional failure to disclose all exposures or hazards existing as of the effective date of the Business Auto Coverage Form or at any time during the policy period will not invalidate or adversely affect the coverage for such exposure or hazard. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery

XV. WORLDWIDE LIABILITY COVERAGE - HIRED AND NONOWNED AUTOS

Condition B.7. in SECTION IV - BUSINESS AUTO CONDITIONS is amended to include the following:

For "accidents" resulting from the use or operation of covered "autos" you do not own, the coverage territory means all parts of the world subject to the following provisions:

- a. If claim is made or "suit" is brought against an "insured" outside of the United States of America, its territories and possessions, Puerto Rico and Canada, we shall have the right, but not the duty to investigate, negotiate, and settle or defend such claim or "suit".

If we do not exercise that right, the "insured" shall have the duty to investigate, negotiate, and settle or defend the claim or "suit" and we will reimburse the "insured" for the expenses reasonably incurred in connection with the investigation, settlement or defense. Reimbursement will be paid in the currency of the United States of America at the rate of exchange prevailing on the date of reimbursement.

The "insured" shall provide us with such information we shall reasonably request regarding such claim or "suit" and its investigation, negotiation, and settlement or defense.

The "insured" shall not agree to any settlement of the claim or "suit" without our consent. We shall not unreasonably withhold consent.

Policy Number
Issued by

- b. We are not licensed to write insurance outside of the United States of America, its territories or possessions, Puerto Rico and Canada.

We will not furnish certificates of insurance or other evidence of insurance you may need for the purpose of complying with the laws of other countries relating to auto insurance.

Failure to comply with the auto insurance laws of other countries may result in fines or penalties. This insurance does not apply to such fines or penalties.

XVI. HIRED AUTO PHYSICAL DAMAGE

If no deductibles are shown in the Declarations for Physical Damage Coverage for Hired or Borrowed Autos, the following will apply:

- A. We will pay for "loss" under Comprehensive and Collision coverages to a covered "auto" of the private passenger type hired without an operator for use in your business:

- 1. The most we will pay for coverage afforded by this endorsement is the lesser of:

- a. The actual cost to repair or replace such covered "auto" with other property of like kind and quality; or
- b. The actual cash value of such covered "auto" at the time of the "loss".

- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

- 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

- B. For each covered "auto", our obligation to pay for, repair, return or replace the covered "auto" will be reduced by any deductible shown in the Declarations that applies to private passenger "autos" that you own. If no applicable deductible is shown in the Declarations, the deductible will be \$250.

If the Declarations show other deductibles for Physical Damage Coverages for Hired or Borrowed Autos, this Section XVI of this endorsement does not apply.

- C. Paragraph A.4.b. of SECTION III - PHYSICAL DAMAGE COVERAGE is replaced by:

- b. Loss of Use Expenses

For Hired Auto Physical Damage provided by this endorsement, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a private passenger vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

Policy Number
Issued by

However, the most we will pay under this coverage is \$30 per day, subject to a maximum of \$900.

XVII. AUTO MEDICAL PAYMENTS COVERAGE - INCREASED LIMITS

For any covered "loss", the Limit of Insurance for Auto Medical Payments will be double the limit shown in the Declarations if the "insured" was wearing a seat belt at the time of the "accident". This is the maximum amount we will pay for all covered medical expenses, regardless of the number of covered "autos", "insureds", premiums paid, claims made, or vehicles involved in the "accident".

If no limit of insurance for Auto Medical Payments is shown on the Declarations, this paragraph Section XVII of this endorsement does not apply.

XVIII. DRIVE OTHER CAR COVERAGE - BROADENED COVERAGE FOR DESIGNATED INDIVIDUALS

A. This endorsement amends only those coverages indicated with an "X" in the Drive Other Car section of the Schedule to this endorsement.

B. SECTION II - LIABILITY COVERAGE is amended as follows:

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by any individual named in the Drive Other Car section of the Schedule to this endorsement or by his or her spouse while a resident of the same household except:

a. Any "auto" owned by that individual or by any member of his or her household; or

b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

2. The following is added to Who Is An Insured:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in Paragraph B.1. of this endorsement.

C. Auto Medical Payments, Uninsured Motorist, and Underinsured Motorist Coverages are amended as follows:

The following is added to Who Is An Insured:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her "family members" are "insured" while "occupying" or while a pedestrian when struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member".

D. SECTION III - PHYSICAL DAMAGE COVERAGE is changed as follows:

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in the Drive Other Car section of the Schedule to this endorsement or his or her spouse while a resident of the same household except:

1. Any "auto" owned by that individual or by any member of his or her household; or

Policy Number
Issued by

2. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

E. For purposes of this endorsement, SECTION V - DEFINITIONS is amended to add the following:

"Family member" means a person related to the individual named in the Drive Other Car section of the Schedule to this endorsement by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

XIX. RENTAL REIMBURSEMENT COVERAGE

A. For any owned covered "auto" for which Collision and Comprehensive Coverages are provided, we will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered physical damage "loss" to an owned covered "auto". Such payment applies in addition to the otherwise applicable amount of physical damage coverage you have on a covered "auto". No deductibles apply to this coverage.

B. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending with the earlier of the return or repair of the covered "auto", or the exhaustion of the coverage limit.

C. Our payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred; or
2. \$30 per day with a maximum of \$900 in any one period.

D. This coverage does not apply:

1. While there are spare or reserve "autos" available to you for your operations; or
2. If coverage is provided by another endorsement attached to this policy.

E. If a covered "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under Paragraph A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE of the Business Auto Coverage Form or Section VII of this endorsement.

XX. NOTICE OF CANCELLATION OR NONRENEWAL

A. Paragraph A.2. of the COMMON POLICY CONDITIONS is changed to:

2. We may cancel or non-renew this policy by mailing written notice of cancellation or non-renewal to the Named Insured, and to any name(s) and address(es) shown in the Cancellation and Non-renewal Schedule:

a. For reasons of non-payment, the greater of:

(1) 10 days; or

(2) The number of days specified in any other Cancellation Condition attached to this policy; or

b. For reasons other than non-payment, the greater of:

Policy Number
Issued by

- (1) 60 days;
- (2) The number of days shown in the Cancellation and Non-renewal Schedule; or
- (3) The number of days specified in any other Cancellation Condition attached to this policy,
prior to the effective date of the cancellation or non-renewal.

B. All other terms of Paragraph A. of the COMMON POLICY CONDITIONS, and any amendments thereto, remain in full force and effect.

XXI. LOAN/LEASE PAYOFF COVERAGE

The following is added to Paragraph C. Limit of Insurance of SECTION III - PHYSICAL DAMAGE COVERAGE:

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto", less:

1. The amount paid under the PHYSICAL DAMAGE COVERAGE SECTION of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

This coverage is limited to a maximum of \$1500 for each covered "auto".

XXII. LIMITED MEXICO COVERAGE

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - NOT THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A CRIMINAL OFFENSE AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR BEYOND 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

Policy Number
Issued by

A. Coverage

1. Paragraph B.7. of SECTION IV - BUSINESS AUTO CONDITIONS is amended by the addition of the following:

The coverage territory is extended to include Mexico but only if all of the following criteria are met:

- a. The "accidents" or "loss" occurs within 25 miles of the United States border; and
 - b. While on a trip into Mexico for 10 days or less.
2. For coverage provided by this section of the endorsement, Paragraph B.5. Other Insurance in SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

The insurance provided by this endorsement will be excess over any other collectible insurance.

B. Physical Damage Coverage is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

C. Additional Exclusions

The following additional exclusions are added:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and principally used in the United States.
2. To any "insured" who is not a resident of the United States.

XXIII. WAIVER OF SUBROGATION

Paragraph A.5. in SECTION IV - BUSINESS AUTO CONDITIONS does not apply to any person or organization where the Named Insured has agreed, by written contract executed prior to the date of "accident", to waive rights of recovery against such person or organization.

Policy Number
Issued by

Schedule

Premium

Liability [redacted]
Physical Damage [redacted]
Total Premium [redacted]

**V. Fellow Employee
Schedule of Employees:**

[redacted]

**XVIII. Drive Other Car
Name of Individual**

| LIAB | MP | UM | UIM | COMP | COLL |
|------------|------------|------------|------------|------------|------------|
| [redacted] | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |

**XX. Notice of Cancellation or Nonrenewal
Name and Address**

Number of Days

[redacted]

[redacted]

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

NORTHWEST GEORGIA PAVING, INC.

Schedule

BLANKET

Issued by:

For attachment to Policy No

Effective Date

Premium \$

Issued to:

CONTRACT ADDENDUM

ADDENDUM NO.: 001

DATE ISSUED: WEDNESDAY, OCTOBER 12, 2022

PROPOSAL OPENING DATE: WEDNESDAY, OCTOBER 19, 2022

PROPSAL OPENING TIME: 2 PM ET

PROPOSAL OPENING LOCATION: Dalton City Hall Finance Department

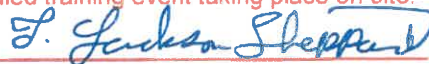
CONTRACTOR ACTION:

1. Please include revised proposal form dated October 12, 2022 in published Addendum #001 located on page two (2) of three (3) in sealed proposal submission.



REQUESTED CLARIFICATIONS:

Responses by the City of Dalton follow the requests for clarifications from the mandatory Pre-RFP meeting in red font.

1. **Dalton Fire Station No. 2 clarification of requiring milling of existing asphalt.**
 - 'Mill Variable Depth' has been added for Station #2's revised proposal form for contractor entry. Milling at variable depth will incorporate tying into existing elevations of the flush concrete island in the center of the lot, perimeter curb, and existing concrete slabs throughout the Station while still maintaining positive drainage throughout the site.
2. **Clarification of 'Sub-grade Remediation' line items for stations one (1) and three (3).**
 - 'Sub-grade Remediation' line items account for budgeting the possibility of the removal and disposal of existing poor soil conditions in apron & driveways. Sub-grade remediation shall be performed at the discretion of the owner.
3. **Clarification of concrete material specifications & requirements**
 - Class B Portland Cement concrete shall be used for driveways/aprons at stations one (1) and three (3),
 - Class B Structural Concrete Material Properties (for Heavy Vehicular Traffic)
 - Compressive Strength: 4,000 psi, minimum at 28 days (minimum 550 psi flexural strength at 28 days).
 - Max Slump: Slip formed-2", Non Slip-4"
 - Air Content: 4% to 6%, and as required by referenced standards
 - Thickness: 8" at for heavy vehicular loading.
 - Sub-grade: Existing sub-grade is presumed to be marginal. Owner and contractor to verify sub-grade prior to concrete placement. Pay item 'Sub-grade Remediation' on revised proposal form is to remediate sub-grade issues via undercutting unsuitables, and placement of surge stone.
 - Proposal may include alternate utilizing Rapid Strength Concrete (RSC) to be approved at the owners discretion. Material testing specifications for any proposed RSC use must be submitted to owner for consideration.
4. **Clarification on Schedule Constraints as Directed by the Dalton Fire Department (if any).**
 - Fire Station #2 will not be available for construction from November 1st, 2022 through November 21st, 2022 due to scheduled training event taking place on site.



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

City of Dalton

Addendum No. 001
Revised Proposal Form

10/12/2022

PROJECT NAME: STATION #1 CONCRETE APRON REPLACEMENT

| DESCRIPTION | QUANTITY | UNITS | UNIT PRICE | TOTAL PRICE |
|---|----------|-------|------------|---------------------|
| GENERAL CONDITIONS | | | | |
| MOBILIZATION | 1 | LS | 8,100.00 | 8,100.00 |
| TRAFFIC CONTROL | 1 | LS | 7,400.00 | 7,400.00 |
| DEMOLITION & CLEARING | | | | |
| DEMO EXISTING CONCRETE | 60 | CY | 330.00 | 19,800.00 |
| SAWCUT AT PAVEMENT TIE-IN | 80 | LF | 17.00 | 1,360.00 |
| CONCRETE IMPROVEMENTS | | | | |
| SUBGRADE REMEDIATION | 90 | CY | 100.00 | 9,000.00 |
| 8" CONCRETE APPROACH APRON | 2400 | SF | 15.00 | 36,000.00 |
| SUBTOTAL PROJECT ESTIMATE STATION #1 | | | | \$ 81,660.00 |

PROJECT NAME: STATION #2 ASPHALT REPAIR AND OVERLAY

| DESCRIPTION | QUANTITY | UNITS | UNIT PRICE | TOTAL PRICE |
|---|----------|-------|------------|----------------------|
| GENERAL CONDITIONS | | | | |
| MOBILIZATION | 1 | LS | 16,500.00 | 16,500.00 |
| CONCRETE IMPROVEMENTS | | | | |
| 12" FDR SOIL CEMENT @ 80 LBS/SY | 3000 | SY | 28.15 | 84,450.00 |
| Mill Variable Depth | 4200 | SY | 8.50 | 35,700.00 |
| 1.5" HMA 12.5mm GP 2 only | 4200 | SY | 17.15 | 72,030.00 |
| SUBTOTAL PROJECT ESTIMATE STATION #2 | | | | \$ 208,680.00 |

PROJECT NAME: STATION #3 CONCRETE APRON REPLACEMENT

| DESCRIPTION | QUANTITY | UNITS | UNIT PRICE | TOTAL PRICE |
|---|----------|-------|------------|----------------------|
| GENERAL CONDITIONS | | | | |
| MOBILIZATION | 1 | LS | 8,100.00 | 8,100.00 |
| TRAFFIC CONTROL | 1 | LS | 7,400.00 | 7,400.00 |
| DEMOLITION & CLEARING | | | | |
| DEMO EXISTING CONCRETE | 93 | CY | 310.00 | 28,830.00 |
| SAWCUT AT PAVEMENT TIE-IN | 70 | LF | 17.00 | 1,190.00 |
| CONCRETE IMPROVEMENTS | | | | |
| SUBGRADE REMEDIATION | 140 | CY | 100.00 | 14,000.00 |
| 8" CONCRETE APPROACH APRON | 3750 | SF | 15.00 | 56,250.00 |
| SUBTOTAL PROJECT ESTIMATE STATION #3 | | | | \$ 115,770.00 |

| | |
|---|----------------------|
| TOTAL STATIONS #1, #2, AND #3 | \$ 406,110.00 |
| PAYMENT AND PERFORMANCE BOND PERCENTAGE RATE | 1 % |

Plan Holders List

The following list is the official plan holders list following the mandatory Pre-RFP Meeting held at 1:00 PM on October 5th, 2022 in the Public Works Department’s main conference room.

City of Dalton Public Works Department

Mandatory Pre-Bid Sign-In Sheet - Concrete Driveway Aprons & Parking Lot Repairs

Dalton Public Works and Dalton Fire Department

Wednesday, October 5, 2022 1:00 PM

Sign-In Sheet

| Name | Company | Phone | Email (Project Addenda will be sent to this address) |
|------------------|---------------------|--------------|--|
| Jackson Sheppard | Dalton Public Works | 706-278-7077 | jshppard@daltonga.gov |
| Chad Townsend | Dalton Public Works | 706-278-7077 | ctownsend@daltonga.gov |
| Bryan Roberts | NWGP | 770-547-4028 | broberts@NWGPINC.COM |
| Jorge Campos | Dalton Public Works | 706-278-7077 | jcampos@daltonga.gov |
| Juan Cambera | Llano Contractor | 832-517-5949 | beatcontract@yahoo.com |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |