

2019 Budget Amendment

Budget Amendment #4

GENERAL FUND	Increase (Decrease)	
Revenues & Transfers-In		
Donations	\$ 24,400	(1)
Reimbursements damaged property	11,920	(2)
Miscellaneous income	9,000	
	<u>\$ 45,320</u>	
Expenditures & Transfers-out		
Fire - equipment maintenance & repairs	\$ 11,920	(2)
Police - capital > \$5k	9,000	(3)
General government - building maintenance	239,020	(4)
Public Works - Botany Woods project	32,600	(5)
Infrastructure - Waterfall Park project	7,500	(6)
Infrastructure - restricted purpose capital	24,400	(1)
General Insurance		
Fire	425	(7)
Police	1,825	(7)
Public Works	(2,105)	(7)
Municipal Court	(55)	(7)
General Government	(90)	(7)
	<u>\$ 324,440</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ (279,120)</u></u>	

- (1) Two private donations for Haig Mill Lake
- (2) Insurance proceeds from damage to 2008 Sutphen Pumper
- (3) Partial return of drone package purchased in 2018
- (4) Actual City Hall roof repair contract over the estimated cost \$234,065 and new HVAC for Chapel \$4,955 - Chapel expenditure to be paid from restricted donation fund balance
- (5) For change order \$22,800 and payment bond \$9,800 previously approved by council
- (6) Public Works material cost only for Waterfall Park project proposed by Civitan Club
- (7) To reallocate among departments cost for general insurance package

2015 SPLOST PAY-GO FUND (multi-year fund)	Increase (Decrease)	
Revenues & Transfers-In		
2019 LMIG	\$ 387,645	(1)
Interest earnings	95,000	(2)
	<u>\$ 482,645</u>	
Expenditures & Transfers-out		
2019 Paving	\$ 387,645	(1)
Fiscal & administrative	5,000	(2)
	<u>\$ 392,645</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ 90,000</u></u>	

- (1) GDOT LMIG funds received for 2019 paving
- (2) Estimated interest earnings and fiscal fees for Pay-Go fund

Cindy Jackson

From: Todd Pangle
Sent: Wednesday, July 17, 2019 9:47 AM
To: Cindy Jackson
Subject: Insurance Check
Attachments: Geico- E11 Accident Check.pdf

Cindy,

Attached is a copy of the insurance check that we received for the repairs to our 2008 Sutphen Pumper that was damaged inside of our bay on 6/16/19. The accident is being paid by one of our personnel's insurance company due to his personal vehicle making contact with the apparatus. I am requesting the funds be placed into the account below. Any questions or issues let me know.

141400 000830 Apparatus Maintenance and Repair \$11,918.19

Thank You,
Chief Todd Pangle
Dalton Fire Department
404 School St.
Dalton, GA 30720
Phone: 706-278-7363 x222
Fax: 706-272-7107



** Please note: The City of Dalton has adopted a new domain and my email address has changed. My primary address is tpangle@daltonga.gov. I can still be reached at tpangle@cityofdaltongga.gov, however all outgoing email will use the new domain

Detailed Payment Summary

GOVERNMENT EMPLOYEES INSURANCE CO
Field Claim Center: 02 Southeast

NO. N 207135555

Date: 07/12/2019

ONE GEICO CENTER
MACON, GA 31296-0001

Claim #: 0642818770101011
Date of Loss: 06/16/2019

Claimant Name: City Of Dalton
Insured Name: Austin Payne
Tax ID / SS# /
Atty ADJ Code:
Adjuster Code: ACV3

Pay To:
City Of Dalton



City Of Dalton
404 School ST
Dalton Ga 30720-4268

Total Amount:
\$***11,918.19

Payment Type:
LOSS

IP AND FEATURE AND AMOUNT
02 APD \$**11918.19

In Payment Of
Property Damage Coverage

Visit geico.com

Now, parties involved in a GEICO claim can track the progress of the claim, view damage photos and more at geico.com! *GEICO policyholders can make a payment, change drivers or vehicles and request additional coverages.* Not insured with GEICO? 15 minutes could save you 15% or more on car insurance. Of course, we're also available for policy or claim service 24/7 at 1-800-841-3000.

* These online services are unavailable to Assigned Risk policyholders and Commercial policyholders.

clmachck

PLEASE DETACH AND KEEP FOR YOUR RECORDS



GOVERNMENT EMPLOYEES INSURANCE CO ONE GEICO CENTER MACON, GA 31296-0001	Bank of America South Portland, ME 04106 62-153 112 ME	NO. N 207135555 VOID AFTER 180 DAYS Date: 07/12/2019
Claimant: City Of Dalton Insured Name: Austin Payne	Claim Number: 0642818770101011 In Payment of: Property Damage Coverage	Amount: \$***11,918.19
Feature Symbol & Amount APD \$**11918.19		
ELEVEN-THOUSAND-NINE-HUNDRED-EIGHTEEN*AND*19/100*DOLLARS***		
Pay to the Order of: CITY OF DALTON	Mail To: City Of Dalton 404 School ST Dalton Ga 30720-4268	
<p style="text-align: right;"><i>Harris White</i></p>		

*400021842818770101011004875

4499269C 00000001 00000001 00000001 00000001 00000001

MEMO

TO: Mechelle Champion
Finance

FROM: Alethea Brown
Police Department

DATE: July 23, 2019

SUBJECT: DRONE Refund (Return)

Please deposit the attached \$9000.00 check from Drone Aviation Group to our Patrol / Capital Outlay >5000 (141503/039990) line. This is a refund for a partial return of our drone package. I have enclosed backup showing our return postage and our payment on check #00100819 dated 1/5/18.

Please send a copy of the receipt.

Thank you.

100001 - 369099

MISCELLANEOUS PAYMENT RECPT#: 177073

The City of Dalton
P. O. Box 1205
300 W. Waugh St.
Dalton, GA 30722-1205

DATE: 07/24/19 TIME: 16:27:05
CLERK: 628jchav DEPT: CITY CLERK
CUSTOMER#: 0

COMMENT:

CHG: 369099 POLICE MISCELLA 9000.00

REVENUE:
1 100001 369099 -9000.00
PD MISC
REF1: 412 REF2: 177073

CASH:
100000 101415 9000.00
CASH POLIC

AMOUNT PAID: 9000.00

PAID BY: DRONE AVIATION GROUP
PAYMENT METH: CHECK
1860

REFERENCE:

AMT TENDERED: 9000.00
AMT APPLIED: 9000.00
CHANGE: .00

LIGHTER THAN AIR SYSTEMS CORP
D/B/A DRONE AVIATION CORP
11651 CENTRAL PARKWAY STE 118
JACKSONVILLE, FL 32224-2711
www.droneaviationcorp.com

CITY NATIONAL BANK OF FLORIDA
350 E LAS OLAS BLVD, STE 1130
FT. LAUDERDALE, FL 33301

1860

7/15/2019

PAY TO THE ORDER OF Dalton County PD

\$ **9,000.00

Nine Thousand and 00/100***** DOLLARS

MEMO Dalton County PD
Chip Whitfield, Captain
Admin. Division Commander, Dalton PD
301 Jones St
Dalton, GA 30720
refund FUSE system

Kendall Carpenter
AUTHORIZED SIGNATURE

⑈001860⑈ ⑆066004367⑆ 1955078896⑈

DRONE

9000⁰⁰ Refund

Alethea Brown

From: Alethea Brown
Sent: Wednesday, July 10, 2019 3:18 PM
To: Jose Chavez; Nancy Ware
Subject: Watch for A Check \$9000.00

Keep an eye out for a check from Drone Aviation Group (main company name is Lighter Than Air Systems) for \$9000.00. We returned some part of our Drone package and this is a refund for that. It was supposed to be mailed out on July 1st. Please let me know if you see.

Thanks,

Alethea Brown, CAP
Dalton Police Department
Purchasing Agent
706-278-9085, ext 9-404
FAX: 706-217-2076
abrown@daltonga.gov

** Please note: The City of Dalton has adopted a new Domain and my email address has changed. My Primary address is abrown@daltonga.gov. I can still be reached at abrown@cityofdaltong-ga.gov however all outgoing email will use the new domain.

“Do not regret growing older. It is a privilege denied to many.”

This message, including any attachments, may contain confidential, privileged and/or proprietary information and is intended for the person/entity to whom it was originally addressed. Any unauthorized review, use, disclosure or distribution by others is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy the message.

City of Dalton
 General Fund - Pooled Cash
 P.O. Box 1205
 Dalton, GA 30722-1205
 Phone: 706-278-6006



Vendor Number: 2045
 Check Date: 01/05/2018
 Check Number: 00100819

\$19,995.00

Pay Nineteen Thousand Nine Hundred Ninety Five Dollars and 00 cents *****

To The Order Of: LIGHTER THAN AIR SYSTEMS CORP
 DRONE AVIATION CORP
 DRONE AVIATION CORP
 11651 CENTRAL PARKWAY #118
 JACKSONVILLE, FL 32224

00100819

**EFT COPY
 NON-NEGOTIABLE**

CITY OF DALTON - POOLED CASH

Page 1 of 0 Check Number: 00100819

Invoice Date	Invoice Number	Description	Invoice Amount										
12/19/2017	17-12-01	17-12-01 DRONE & ACCESSORIES PO# 41518053 Voucher - 339779	\$19,995.00										
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Vendor No.</th> <th>Vendor Name</th> <th>Check No.</th> <th>Check Date</th> <th>Check Amount</th> </tr> </thead> <tbody> <tr> <td>2045</td> <td>LIGHTER THAN AIR SYSTEMS CORP</td> <td>00100819</td> <td>01/05/2018</td> <td>\$19,995.00</td> </tr> </tbody> </table>				Vendor No.	Vendor Name	Check No.	Check Date	Check Amount	2045	LIGHTER THAN AIR SYSTEMS CORP	00100819	01/05/2018	\$19,995.00
Vendor No.	Vendor Name	Check No.	Check Date	Check Amount									
2045	LIGHTER THAN AIR SYSTEMS CORP	00100819	01/05/2018	\$19,995.00									

CITY ADMINISTRATOR
JASON PARKER
P.O. BOX 1205
DALTON, GEORGIA 30722
PHONE: 706-278-9500
jparker@daltonga.gov
www.cityofdalton-ga.gov



MAYOR
DENNIS MOCK

CITY COUNCIL
DENISE WOOD
ANNALEE HARLAN
TYREE GOODLETT
GARY CREWS

MEMORANDUM

TO: Cindy Jackson
FROM: Kim Witherow *KW*
CC: Jason Parker
RE: FY-2019 Budget Amendment
DATE: July 18, 2019

Administration submits the following budget amendment request to the 2019 budget to cover a new HVAC unit at the West Hill Chapel as well as the roof replacement project for Dalton City Hall. Please let me know if you have any questions. Thanks.

<u>Line Item</u>	<u>Change</u>
<i>Administration</i>	
Chapel Building Maintenance	+4,954
City Hall Building Maintenance	+234,063

DALTON HEATING & AIR

706-272-3968

P.O. Box 751
Rocky Face, GA 30740

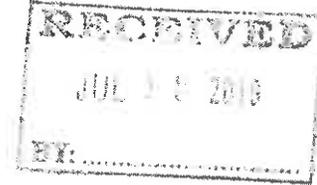
Invoice

Date 7/10/2019

Invoice # IN12520

Bill To

City of Dalton/ Tim
PO BOX 1205
Dalton , GA 30722



Item	Description	Amount
Install	5 TON 14 SEER TRANE Heat Pump Model#S 4TWR4060 and TEM4A0C60 Install includes: - digital thermostat - concrete pad - copper lineset flush and clean - metal drain pan - safety float switch - duct transition - system start up Warranty: - 5yr TRANE compressor - 1yr TRANE parts - 2yr labor	4,954.00
<i>West Hill Cemetery</i>		Total \$4,954.00
		Payments/Credits \$0.00
		Balance Due \$4,954.00

 **AIA** Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twentieth day of May in the year Two Thousand Nineteen
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Dalton
300 West Waugh Street, Dalton, GA 30720

and the Contractor:
(Name, legal status, address and other information)

All Roof Solutions Inc.
3700 Kennesaw S. Industrial Pkwy
Kennesaw, GA 30144

for the following Project:
(Name, location and detailed description)

Roof Replacement for Dalton City Hall
300 West Waugh Street Dalton GA, 30720

The Architect:
(Name, legal status, address and other information)

KRH Architects Inc.
855 Abument Road Suite 4
Dalton, Ga. 30721

The Owner and Contractor agree as follows

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Int.

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User Notes:

(3BSADA3F)

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

Init

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User Notes:

(389ADA3F)

(Check one of the following boxes and complete the necessary information.)

Not later than () calendar days from the date of commencement of the Work.

By the following date July 26, 2019.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Seven Hundred and Thirty-Four Thousand Sixty-Three Dollars and Zero Cents (\$ 734,063.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

Item	Price
Remove and replace decking	25 ea, \$70.00 per sheet for a total of \$1,750
Contingency Allowance	\$25,000.00

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Remove and replace 4'x8' 3-4" decking	Ea	\$70.00

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

\$200.00 per calendar day for unexcused delay in achieving substantial completion, \$100.00 per calendar day for unexcused delay in achieving final completion

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

NA

Init

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty-five (45) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201^M-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201 -2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201- 2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Init

10%

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

NA

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Upon completion of 50% of the work, the Owner may, if the work is on schedule and in full compliance with the contract documents, cease to withhold further retainage.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

NA

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

1. the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
2. a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

2.00 % per annum

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker if other than the Architect.)*

Init

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{GB94DA3P}

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

\$0

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Jason Parker, City Administrator
300 West Waugh Street, Dalton, GA 30720

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Roger Morlan - President
3700 Kennesaw S Industrial Pkwy
Kennesaw, GA 30144
Telephone Number: 678-945-0030

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- 1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- 2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- 3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- 4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

NA.

5 Drawings

Number	Title	Date
A1-1	Roof Plan	3/28/19

6 Specifications

Section	Title	Date	Pages
See Table of Contents			

7 Addenda, if any

Number	Date	Pages
1	3-18	2
2	3-18	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits.

(Check all boxes that apply and include appropriate information identifying the exhibit where required)

AIA Document E204™ 2017 Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement)

The Sustainability Plan

Title	Date	Pages
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Supplementary and other Conditions of the Contract:

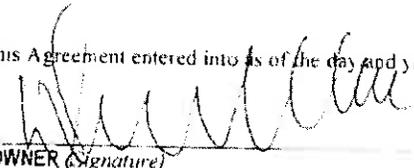
Document	Title	Date	Pages
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.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™ 2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

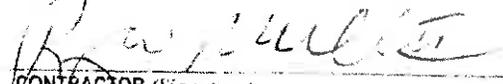
The Contract Document shall include the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Addenda relating to bidding and proposal requirements, and any other information provided by the Owner in anticipation of receiving bids or proposals except as specifically excluded herein, and the Contractor's bid or proposal.

This Agreement entered into as of the day and year first written above.



OWNER (Signature)

Dennis Mock, Mayor
(Printed name and title)



CONTRACTOR (Signature)

Roger Morlan, President
(Printed name and title)

int.

PUBLIC WORKS DEPARTMENT
BENNY DUNN, DIRECTOR
 bdunn@cityofdalton-ga.gov

P.O. Box 1205
 Dalton, GA 30722-1205
 Office: (706) 278-7077
 FAX: (706) 278-1847



DENNIS MOCK, MAYOR

CITY COUNCIL MEMBERS
 GARY CREWS
 TYREE GOODLETT
 ANNALEE HARLAN
 DENISE WOOD

MEMORANDUM

TO: CINDY JACKSON, FINANCE DIRECTOR

FROM: MEGAN ELLIOTT, PUBLIC WORKS PROJECT ENGINEER

RE: BUDGET AMENDMENT REQUEST

DATE: July 29, 2019

Please find below a request for a budget amendment for the Botany Woods Project account. The amount revised is a total from the amount of the Payment Bond (\$9,800) plus the amount of the approved Change Order 002 (\$22,800). If you have any questions or need additional information to process this request, please do not hesitate to contact me.

	<u>ORG. #</u>	<u>OBJ. #</u>	<u>PROJ. #</u>	<u>DESCRIPTION</u>	<u>CURRENT BUDGET</u>	<u>REVISED BUDGET</u>	<u>AMOUNT REVISED</u>
							Increase
							Decrease(-)
1	144800	165010	17048	Botany Woods Project	674,350	706,950	32,600
				TOTALS	674,350	706,950	32,600

PUBLIC WORKS DEPARTMENT
BENNY DUNN, DIRECTOR
 bdunn@cityofdalton-ga.gov

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DENNIS MOCK, MAYOR

CITY COUNCIL MEMBERS
 GARY CREWS
 TYREE GOODLETT
 ANNALEE HARLAN
 DENISE WOOD

2019 BUDGET AMENDMENT REQUEST (07/11/2019)
PUBLIC WORKS DEPARTMENT

ORG.#	OBJ.#	Project #	DESCRIPTION	CURRENT BUDGET	REVISED BUDGET	AMOUNT
						REVISSED Increase Decrease(-)
144200	165010	20020	Waterfall Park	-	7500	7500
142061	000760		Materials & Contracts	170,000	177,500	7,500
370005	039990	420	Capital Outlay	0	255,000	255,000
TOTALS =				170,000	432,500	262,500

****Note: Item #1 is for "Material Costs Only" for Public Works portion of work at Proposed Waterfall Park on College Drive
 Item #2 is for purchase of new Automated Arm Garbage Truck
 (Both items were approved by the Public Works Committee at the June 28, 2019 meeting.)**

⊗ Bid should be
 approved August.
 Will hold until
 bid price obtained
 CJ
 7-30-19

City of Dalton Public Works Department

Materials Cost Estimate: Waterfall Park

Location: College Drive at Dug Gap Battle Road (Former Chamber Site)

Date of Cost Estimate: 06-28-2019

Item No.	Estimated Quantity	Unit	Description	Unit Price	Estimated Total Price
Materials					
1	40	TN	Asphalt Topping for Parking Lot (50'x40'; 2.5" Thickness)	\$70.00	\$2,800.00
2	9	CY	3000 PSI Concrete w/ All White Sand (8' Wide x 5" Thick Sidewalk)	\$124.00	\$1,116.00
3	4	EA	Parking Wheel Stop Rubber 6' Striped Yellow	\$75.00	\$300.00
4	48	LF	24" Reinforced Concrete Pipe	\$23.76	\$1,140.48
5	50	TN	Graded Aggregate Base	\$18.00	\$900.00
6	50	CY	Landscape Mix for Berm/Planting Areas	\$25.00	\$1,250.00
7	120	LF	5" Parking Lot Stripe	\$0.10	\$12.00

Material Total: \$7,518.48

Hrs.	Equipment	Unit Rate	Total

Equipment Total: \$0.00

Hrs.	RT/OT?	Labor	Wage (Inc. Benefits)	Total

Labor Total: \$0.00

TOTAL ESTIMATED COST: \$7,518.48

Present: Councilmembers. Denise Wood & Tyree Goodlett; Code Enforcement. Captain Jamie Johnson, Lt. Ricky Long; City Administrator, Jason Parker; PW Staff: Megan Elliott, Andrew Parker and Benny Dunn
Visitors: Barry Slaymaker, Heath Patterson & Dirk Verhoeff

PUBLIC WORKS COMMITTEE
AGENDA FOR:

Friday, June 28, 2019 @ 12:00 Noon
Public Works Office
(Lunch Provided)

I. Public Comments or Requests: (1). Barry Slaymaker & Heath Patterson:

Request for Public Works Assistance with Waterfall Park on College Drive. Barry Slaymaker and Heath Patterson presented the Committee with a proposed drawing of a “Pocket Park” at the waterfall off of College Drive at the former location of the Chamber of Commerce building. The Civitan Club of Dalton wants to partner with the City to create a small park. The Civitan Club is requesting the City’s Public Works Department do several work items at the park. (See the attached request sheet). Andrew Parker presented the “Cost of Materials, Only” for PW’s portion of the park which was \$7518 (See attached spreadsheet). Mr. Patterson said September 28th was set as Completion Date for the Park. Mr. Dunn said his Department could complete their portion of the Park by that date, provided that funding was appropriated for the cost of the construction materials. Committee members were very much in favor of this Park and instructed Mr. Dunn to check with Cindy Jackson, Finance Director, to see if there were any SPLOST funds remaining from the Lakeshore or Haig Mill Lake Park projects. If not, then secure a Budget Amendment.

(2). Dirk Verhoeff: Discussion on Continuation of Recycling Glass Mr. Dunn reminded the Committee of previous discussions concerning the discontinuing of “glass” pickup as part of the Curbside Recycling Program. There had been a special meeting of the PW Committee and other stakeholders on April 12, 2019 and Andrew Parker attended the May meeting of the Solid Waste Authority. Dirk Verhoeff, Director of Solid Waste Authority, said that eliminating curbside glass pickup would not have a great impact on his Transfer Station operations. He indicated he supported eliminating glass pickup. Mr. Dunn stated that the “glass bins” on the Recycling Trucks were the first to rust out due the alcohol and other liquids left in the bottles. He was also concerned about the danger glass presented to his recycling drivers since there had been several incidents where the driver had been injured from broken glass in the bins. Committee voted to forward to the full Mayor and Council the recommendation to eliminate picking up glass as part of the Curbside Program and have this item placed on the August 5th M/C agenda. Prior to that meeting, the Committee asked that both PW and Solid Waste prepare some talking points for the Mayor and Council that would aid them in answering questions when asked by the citizens. Mr. Dunn is to facilitate a meeting with PW’s recycling personnel and personnel from the Solid Waste Authority.

II. Code Enforcement Issues: Jason Parker reported that all of the “Donation Boxes” had been picked up and stored and as of this date, no one had secured a permit to install any new boxes.

III. Update on On-going Projects:

Waterfall Project – 5/21/2019

Need City to do:

- Spray Kudzu on the property and kill all of it
- Bring in dirt and make berms for planting – cover with straw until Fall planting season
- Dig holes in bank for plants and holes for 5 trees
- Level lot with dirt – *4/- 120 yds*
- Weed whack property
- Pave parking area and walkway with asphalt. Stripe the parking spaces with one being ADA Compliant
- Cut down a 6 foot wide path in the weeds all along the guard rail from the end of the deck to Walnut Avenue

* Can we get water on the property? Really need a water source for a hose for plants and cleaning up the area.

No feasible

Would the city be able to order plant materials for us and get a better price? Would like for plants to arrive the week of September 23 and start planting the next week.

Will work w/ Civitan Club to purchase plant materials,

a. Update on Gordon Street Bridge Rehab Project

i. Contractor's Delay Claim Andrew Parker informed the Committee that he and Ms. Elliott are reviewing Comanche of Georgia, Inc. delay claim for this project. Mr. Parker stated that Norfolk RR did stop the contractor from working on Span 3 for three (3) full workdays. He said the contractor had submitted a claim for approximately \$23,000 for this delay. He and Ms. Elliott are hopeful that number can be reduced to around \$20,000 +/-.

b. Update on Slope Failure on Botany Woods Drive Ms. Elliott presented powerpoint slides of the progress of this project. She stated that the Contractor is still on schedule to be substantially completed by July 31th.

c. Status of SPLOST& Other Special Projects: Megan Elliott Ms. Elliott gave an update on several active and future projects. (See attached spreadsheets).

IV. Old Business:

a. Need for 2019 Capital Outlay: New Garbage Truck Mr. Dunn informed the Committee that the Sanitation Division was having issues with the older garbage truck and there was a need to have a replacement. Both Councilmembers Wood and Goodlett said they were very supportive of this request and thought this item had been approved at a previous Finance Committee meeting. Jason Parker instructed Mr. Dunn to begin the advertisement process since the delivery time could take up to 9 months for the truck. He said if this happens, then payment for the new truck would not occur until the 2020 Budget Year. Mr. Dunn said he had the bid package ready for advertising and would get that sent out next week.

b. Update on Status of Speed Cushion Requests Andrew Parker gave the Committee an update on the status of the most recent Speed Cushion requests. (See attached spreadsheet). He said his staff are reviewing each request, however, none of the more recent requests met the Criteria for Speed Cushions which was previously approved by the Committee. He said that PW needed a budget amendment in order to purchase the speed cushions for Brown Street which has already been approved by the Committee. The Committee said they were still committed to installing the speed cushions on this street.

V. New Business:

a. Discuss Rubbish Pickup Procedures (Requested by Mayor) Mr. Dunn informed the Committee that Mayor Mock had received a phone call and email from Karen Rogers, Ryman Farm Subdivision, concerning the process of picking up rubbish and yard debris. Ms. Rogers had made several suggestions for how the City could change the pickup procedures. (See attached emails). Mr. Dunn stated that he was open to any suggestions to improve the rubbish pickup procedures. Committee members had concerns that residents were placing rubbish at the curb which stayed there for over a week. Mr. Dunn said that a couple of years back, the City placed a "Public Notice Section" in the daily newspaper which had the pickup schedules. He said that the intent was good, but over 50% of the time the newspaper had the wrong pickup schedule. Committee suggested that a color coded map and a "pickup schedule calendar" be placed on the City's webpage. Mr. Dunn said he would have his staff prepare these and get them placed on webpage.

b. Update Review of Upcoming Development Projects Andrew Parker gave the Committee some information on a possible small subdivision that was being planned

BA

FOR 2019 13

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
0010 GENERAL FUND - OPERATING	APPROP	ADJUSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES	BUDGET	USED

141400 FIRE DEPARTMENT							

141400 000050 GENERAL INSURANCE	28,500	0	28,500	28,925.75	.00	-425.75	101.5%*
TOTAL FIRE DEPARTMENT	28,500	0	28,500	28,925.75	.00	-425.75	101.5%

141501 PD ADMINISTRATION							

141501 000050 GENERAL INSURANCE	104,280	0	104,280	106,105.30	.00	-1,825.30	101.8%*
TOTAL PD ADMINISTRATION	104,280	0	104,280	106,105.30	.00	-1,825.30	101.8%

142060 PW ADMINISTRATION							

142060 000050 GENERAL INSURANCE	3,335	-515	2,820	2,820.00	.00	.00	100.0%
TOTAL PW ADMINISTRATION	3,335	-515	2,820	2,820.00	.00	.00	100.0%

142061 PW STREET							

142061 000050 GENERAL INSURANCE	33,910	-28,470	5,440	3,335.00	.00	2,105.00	61.3%
TOTAL PW STREET	33,910	-28,470	5,440	3,335.00	.00	2,105.00	61.3%

142062 PW SANITATION							

142062 000050 GENERAL INSURANCE	15,050	16,755	31,805	31,802.63	.00	2.37	100.0%
TOTAL PW SANITATION	15,050	16,755	31,805	31,802.63	.00	2.37	100.0%

142063 PW SHOP							

142063 000050 GENERAL INSURANCE	4,290	10,760	15,050	15,050.00	.00	.00	100.0%

+ 425

+ 1825

(2105)

FOR 2019 13

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
0010 GENERAL FUND - OPERATING	APPROP	ADJSTMNTS	BUDGET	YTD EXPENDED	ENCUMBRANCES	BUDGET	USED

TOTAL PW SHOP	4,290	10,760	15,050	15,050.00	.00	.00	100.0%
142064 PW TRAFFIC ENGINEER							

142064 000050 GENERAL INSURANCE	3,335	955	4,290	4,290.00	.00	.00	100.0%
TOTAL PW TRAFFIC ENGINEER	3,335	955	4,290	4,290.00	.00	.00	100.0%
142065 PW LANDSCAPING							

142065 000050 GENERAL INSURANCE	3,735	-400	3,335	3,335.00	.00	.00	100.0%
TOTAL PW LANDSCAPING	3,735	-400	3,335	3,335.00	.00	.00	100.0%
142068 PW STORMWATER							

142068 000050 GENERAL INSURANCE	2,820	915	3,735	3,735.00	.00	.00	100.0%
TOTAL PW STORMWATER	2,820	915	3,735	3,735.00	.00	.00	100.0%
142200 MUNICIPAL COURT							

142200 000050 GENERAL INSURANCE	940	0	940	880.08	.00	59.92	93.6%
TOTAL MUNICIPAL COURT	940	0	940	880.08	.00	59.92	93.6%
144000 BUILDINGS & GROUNDS GEN GOV'T							

144000 000050 GENERAL INSURANCE	40,350	0	40,350	40,082.73	.00	267.27	99.3%
TOTAL BUILDINGS & GROUNDS GEN GOV'T	40,350	0	40,350	40,082.73	.00	267.27	99.3%
161100 REC ADMINISTRATION							

161100 000050 GENERAL INSURANCE	21,000	0	21,000	21,000.00	.00	.00	100.0%

(55)

(90)

FOR 2019 13

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
0010 GENERAL FUND - OPERATING	APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES	BUDGET	USED

TOTAL REC ADMINISTRATION	21,000	0	21,000	21,000.00	.00	.00	100.0%
162000 PARKS							

162000 000050 GENERAL INSURANCE	18,375	0	18,375	17,907.57	.00	467.43	97.5%
TOTAL PARKS	18,375	0	18,375	17,907.57	.00	467.43	97.5%
TOTAL GENERAL FUND - OPERATING	279,920	0	279,920	279,269.06	.00	650.94	99.8%
TOTAL EXPENSES	279,920	0	279,920	279,269.06	.00	650.94	

FOR 2019 13

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

GRAND TOTAL	279,920	0	279,920	279,269.06	.00	650.94	99.8%

** END OF REPORT - Generated by Cindy Jackson **