



**MAYOR AND COUNCIL MEETING
MONDAY, NOVEMBER 05, 2018
6:00 PM
DALTON CITY HALL**

A G E N D A

WORK SESSION – 5:15 P.M. – COUNCIL CHAMBER

- [1.](#) Public Hearing of FY-2019 City of Dalton Budget - 5:00PM
- [2.](#) Review of IT Cyber Security Policy
- [3.](#) Review of PTV Ordinance Revisions
- [4.](#) Recommendation to Relocate Historic Marker
5. Review of Agenda

REGULAR MEETING – 6:00 P.M. – COUNCIL CHAMBER

Call to Order

6. Pledge of Allegiance

Approval of Agenda

Public Commentary: *(Please State Name and Address for the Record)*

Proclamation:

- [7.](#) "Hospice Month" - November 2018 - Chanavi Houser, Hospice of Chattanooga

Minutes:

- [8.](#) Mayor and Council Work Session Minutes October 15, 2018
- [9.](#) Mayor and Council Regular Meeting Minutes October 15, 2018

Unfinished Business:

- [10.](#) Second Reading - Ordinance 18-12 Unified Zoning Text Amendments
- [11.](#) Second Reading - Ordinance 18-14 Fire Prevention Code

New Business:

- [12.](#) (3) 2018 Alcohol Beverage Applications
- [13.](#) Renewal of Police Department Radio Advertising Contract

MAYOR AND COUNCIL MEETING AGENDA
NOVEMBER 05, 2018

- 14. Ordinance 18-15 Perez Rezoning Request
- 15. Contract with DBT Transportation Services, LLC for Dalton Municipal Airport
- 16. Contract with Eastern Aviation Fuels, Inc., for Dalton Municipal Airport
- 17. Resolution 18-12 Amendment to Georgia Revenue Bond Law
- 18. Resolution 18-13 Authorizing Sale Of Utility Property
- 19. Drainage Study to Analyze Flooding at Crown Gardens and Archives and Downstream Pipe Capacities
- 20. Supplement to Agreement with Terracon for Final Walk-Thru Inspection of Asbestos Abatement at 2007 Tampico Way (Former Econo Lodge)
- 21. Contract with Kadima, Inc. for Asbestos Abatement and Other Hazardous Waste Removal at the Former Econo Lodge (2007 Tampico Way)

Supplemental Business:

Adjournment



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11/5/18

Agenda Item: FY 2019 Budget Documents

Department: Finance Department

Requested By: Cindy Jackson

Reviewed/Approved by City Attorney? No

Cost: N/A

Funding Source if Not in Budget N/A

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

The first hearing for the City of Dalton FY 2019 Budget

PROPOSED 2019 BUDGET
GENERAL FUND

City of Dalton
General Fund Budget Summary
Proposed 2019

	Actual	Adopted	Requested	
	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>% Change</u>
Revenues				
Taxes	\$ 18,967,429	\$ 17,755,000	\$ 19,077,000	7.45%
Licenses and permits	988,534	978,900	985,900	0.72%
Fines and forfeitures	371,666	278,000	380,000	36.69%
Charges for services	1,358,671	1,695,700	1,285,050	-24.22%
Intergovernmental	115,459	117,900	89,300	-24.26%
Miscellaneous	1,008,073	696,600	931,600	33.74%
Total Revenues	<u>22,809,832</u>	<u>21,522,100</u>	<u>22,748,850</u>	<u>5.70%</u>
Expenditures				
Elections	7,581	-	15,500	0.00%
Legislative	139,501	147,840	137,320	-7.12%
Administration	244,439	364,460	452,910	24.27%
City Clerk	274,549	291,380	313,025	7.43%
Technology	237,298	483,740	672,610	39.04%
Finance	619,092	659,110	707,990	7.42%
Municipal Court	436,770	433,870	451,270	4.01%
Human Resources	346,480	376,370	408,760	8.61%
General government - buildings	263,507	255,000	768,610	201.42%
Fire	8,448,440	8,726,155	9,111,480	4.42%
Police	7,835,802	8,552,590	9,247,670	8.13%
Public Works and infrastructure	7,010,512	7,613,825	7,935,635	4.23%
Recreation Department	3,211,760	3,530,495	3,630,295	2.83%
Payments to other agencies	634,384	644,990	642,490	-0.39%
Contingency	-	337,500	150,000	-55.56%
Total Expenditures	<u>29,710,115</u>	<u>32,417,325</u>	<u>34,645,565</u>	<u>6.87%</u>
Other Financing Sources (Uses)				
Sources	10,769,355	11,071,000	11,050,000	-0.19%
Uses	(1,304,867)	(1,635,275)	(650,000)	-60.25%
Total Other Financing Sources (Uses)	<u>9,464,488</u>	<u>9,435,725</u>	<u>10,400,000</u>	<u>10.22%</u>
Net Increase (Decrease) Fund Balance	<u>\$ 2,564,205</u>	<u>\$ (1,459,500)</u>	<u>\$ (1,496,715)</u>	
Utilization of Fund Balance		<u>\$ 1,459,500</u>	<u>\$ 1,496,715</u>	

PROPOSED 2019 BUDGETS
DEBT SERVICE FUND
CAPITAL PROJECTS FUND

City of Dalton
Debt Service Fund and Capital Projects Fund
2019 Proposed Budgets

	<u>Debt Service Fund</u>	<u>Capital Projects Fund 2007 T-SPLOST</u>
Revenues		
Payment in Lieu of Property Taxes	\$ 53,000	\$ -
Intergovernmental - federal and state	80,000	-
Intergovernmental - SPLOST collections	-	342,590
Interest income	500	
Total Revenues	<u>133,500</u>	<u>342,590</u>
 Expenditures		
General government and administrative	2,500	-
Capital expenditures	-	342,590
Debt service - principle & interest	524,000	-
Total Expenditures	<u>526,500</u>	<u>342,590</u>
 (Deficiency) of Revenues (Under Expenditures)	<u>(393,000)</u>	<u>-</u>
 Other Financing Sources (Uses)		
Transfers in (out)	393,000	-
Total Other Financing Sources (Uses)	<u>393,000</u>	<u>-</u>
 Net Change in Fund Balance	<u>\$ -</u>	<u>\$ -</u>

Please note the 2015 SPLOST Funds are multi-year budgets and not adopted annually

PROPOSED 2019 BUDGETS SPECIAL REVENUE FUNDS

City of Dalton
Special Revenue Funds
2019 Proposed Budgets

	Hotel Motel Tax	Confiscated Assets	Tax Allocation District #1	Tax Allocation District #3	Economic Development	CDBG Grant Fund	Airport Grant Fund	CHIP Grant Fund
Revenues								
Hotel motel taxes	\$ 1,475,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Forfeitures and seizures	-	110,000	-	-	-	-	-	-
Property taxes	-	-	10,000	-	-	-	-	-
PILOT payments	-	-	-	-	40,000	-	-	-
Intergovernmental - federal and state	-	-	-	-	-	390,000	1,330,000	100,000
Investment earnings	-	660	100	-	400	-	-	-
Total Revenues	1,475,000	110,660	10,100	-	40,400	390,000	1,330,000	100,000
Expenditures								
General government	-	-	-	-	-	78,000	1,400,000	-
Housing and development	-	-	10,100	5,000	40,400	282,000	-	105,000
Public safety	-	82,730	-	-	-	-	-	-
Health and welfare	-	-	-	-	-	30,000	-	-
Culture, recreation and tourism	1,125,000	-	-	-	-	-	-	-
Total Expenditures	1,125,000	82,730	10,100	5,000	40,400	390,000	1,400,000	105,000
(Deficiency) of Revenues (Under Expenditures)	350,000	27,930	-	(5,000)	-	-	(70,000)	(5,000)
Other Financing Sources (Uses)								
Transfers in (out)	(350,000)	-	-	5,000	-	-	70,000	5,000
Total Other Financing Sources (Uses)	(350,000)	-	-	5,000	-	-	70,000	5,000
Net Change in Fund Balance	\$ -	\$ 27,930	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11/05/2018

Agenda Item: Review of IT Cyber Security Policy

Department: Technology Department

Requested By: Darin Waldrop

Reviewed/Approved by City Attorney? No

Cost: N/A

Funding Source if Not in Budget N/A

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

Review of new Cyber Security Policy prepared by Technology Department. This is in conjunction with new Cyber Security Insurance Policy purchased earlier this summer. Presenting for Mayor and Council review only at this time. ***Work Session Item only.***

City of Dalton, Georgia

Cybersecurity Policy

A. PURPOSE.

(1) The purpose of the Information Security Policy and Guidelines is to effectively and efficiently manage the risks to City of Dalton Government's information assets from all types of threats, whether internal or external, deliberate, or accidental.

(2) Security is critical to the organization's survival. The goal of utilizing information security as an enabler for proper information sharing and the benefits of a strong program, such as increased ease of administration, reduced complexity of the security architecture, transparency to users, and reduced effort on the part of users, not to mention enhanced security.

B. OBJECTIVES.

(1) City of Dalton Government relies on its information and information systems as a crucial and integral part of providing essential services including meeting its legal and moral responsibility to its constituents for balancing the need for public access to government records while ensuring the integrity of information, the confidentiality of private information, and the availability of their information and information systems.

(2) The ultimate goal of a governmental organization's Information Security Program is to establish enterprise-wide security capabilities that will enable it to safely utilize information technology to provide faster, accurate service and better on-line access to constituents; protect the organization from potential losses and improve the stability of systems; and minimize legal and regulatory liabilities.

C. TRAINING.

(1) Effective security is a team effort involving the participation and support of every employee and affiliate who deals with information and/or information systems.

(2) It is the responsibility of every computer user to know what constitutes acceptable use of City of Dalton Government systems, to know the guidelines, and to conduct their activities accordingly.

(3) All employees and third-party vendors shall receive training and supporting reference materials to allow them to properly protect City of Dalton Government information assets before they are granted access.

(4) Security awareness training shall be provided as needed to ensure they maintain the desired level of proficiency.

D. INFORMATION PROTECTION/COMPLIANCE.

(1) Must be balanced with the need for open government, as established in The Georgia Open Records Act O.C.G.A. §50-18-70 et. seq.).

(2) Provides for public access to government information in all forms (written and electronic).

(3) Provides for exemptions to protect certain private or confidential information.

(4) Requires custodians of electronically stored public documents to provide safeguards against document tampering and unauthorized access to information deemed exempt from public disclosure.

(5) Provides authority for the exemption from public disclosure of those computer applications related to protecting the internal security and integrity of a public agency's data information systems.

(6) Annual reviews of the risks to the City's information and information systems and compliance with this Policy shall be performed by the Information Technology Director and reported to the City Mayor and Council to ensure appropriate visibility exists for the protection being applied to our information and information systems.

E. NON-COMPLIANCE. Non-compliance with this Policy by City of Dalton employees and system users is a serious matter and will be dealt with accordingly on a case-by-case basis. Depending on severity of violations and applicable legal statutes, consequences could result in removal of access rights and special system privileges, removal of system access, or, for City employees, disciplinary action to include potential termination of employment. In severe cases of fraud or breach of privacy laws, legal action may be taken.

F. RESPONSIBILITY. The Dalton City Council bears ultimate authority and responsibility for City of Dalton Government's Information Security. As such, the Council has established this Policy and directs City of Dalton Government personnel to implement the Information Security Policy as follows:

(1) The City Administrator shall approve and enforce all information Security Guidelines that have City-wide scope.

(2) The Information Technology Department Director or designee shall be appointed by the City Administrator as the Information Security Officer (ISO) to provide the direction and technical expertise to ensure that City of Dalton Government's information is properly protected.

(3) All City of Dalton Government Directors, Managers, Program Managers, and Supervisors are directly responsible for implementing the Information Security Policy and Guidelines within their areas of responsibility, and for adherence by their staff.

(4) It is the responsibility of each employee to adhere to the Information Security Policy and Guidelines and to ensure that any vendors or visitors that they sponsor also comply.

(5) The Information Security Officer shall review the program for effectiveness, and will report compliance findings to the Dalton City Council on an annual basis.

G. REMEDIATION. The City of Dalton has acquired Cyber Incident Insurance to mitigate any cost and resources required to resolve breaches of Cyber Security in the City. This along with the framework listed below outlines the response of the Information Technology Department. The Framework Core provides a set of activities to achieve specific cybersecurity outcomes, and references examples of guidance to achieve those outcomes. The Core is not a checklist of actions to perform. It presents key cybersecurity outcomes identified by stakeholders as helpful in managing cybersecurity risk.

(1) Identify – Develop an organizational understanding to manage cybersecurity risk to systems, people, assets, data, and capabilities. The activities in the Identify Function are foundational for effective use of the Framework. Understanding the business context, the resources that support critical functions, and the related cybersecurity risks enables an organization to focus and prioritize its efforts, consistent with its risk management strategy and business needs. Examples of outcome Categories within this Function include: Asset Management; Business Environment; Governance; Risk Assessment; and Risk Management Strategy.

(2) Protect – Develop and implement appropriate safeguards to ensure delivery of critical services. The Protect Function supports the ability to limit or contain the impact of a potential cybersecurity event. Examples of outcome Categories within this Function include: Identity Management and Access Control; Awareness and Training; Data Security; Information Protection Processes and Procedures; Maintenance; and Protective Technology.

(3) Detect – Develop and implement appropriate activities to identify the occurrence of a cybersecurity event. The Detect Function enables timely discovery of cybersecurity events. Examples of outcome Categories within this Function include: Anomalies and Events; Security Continuous Monitoring; and Detection Processes.

(4) Respond – Develop and implement appropriate activities to take action regarding a detected cybersecurity incident. The Respond Function supports the ability to contain the impact of a potential cybersecurity incident. Examples of outcome Categories within this Function include: Response Planning; Communications; Analysis; Mitigation; and Improvements.

(5) Recover – Develop and implement appropriate activities to maintain plans for resilience and to restore any capabilities or services that were impaired due to a cybersecurity incident.

The Recover Function supports timely recovery to normal operations to reduce the impact from a cybersecurity incident. Examples of outcome Categories within this Function include: Recovery Planning; Improvements; and Communications.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 11/05/18
Agenda Item: PVT Ordinance Review
Department: Police
Requested By: Assistant Chief Chris Crossen
Reviewed/Approved by City Attorney? Yes
Cost: \$0

Funding Source if Not in Budget

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

Attached is a proposed revision of the city PVT ordinance. The ordinance is submitted with changes proposed by the Police Department and Public Works Department.

ORDINANCE 18-07

To Amend Chapter 114 of The 2001 Revised Code Of The City Of Dalton, Georgia; Captioned: “Traffic and Vehicles”; By Amending Article VI Captioned: “Fire Lanes” To Reserve Sections 114-408 Through 114-414; By The Addition of A New Article VII Captioned: “Personal Transportation Vehicles”; To Provide For An Effective Date; To Provide For The Repeal of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

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

Section 1.

Amend Chapter 114 of the 2001 Revised Code of the City of Dalton, Georgia, captioned: “Traffic and Vehicles”; by amending Article VI captioned: “Fire Lanes” by reserving Sections 114-408 through 114-414 for future use.

Section 2.

Amend Chapter 114 of the 2001 Revised Code of the City of Dalton, Georgia, captioned: “Traffic and Vehicles”; by adding a new Article VII captioned: “Personal Transportation Vehicles”, which shall read as follows:

ARTICLE VII. – PERSONAL TRANSPORTATION VEHICLES

Sec. 114-415. –Findings and Intent

The Mayor and Council find that certain streets or designated portions of certain streets located within the territorial boundaries of the city and under its jurisdiction can be authorized for use by operators of Personal Transportation Vehicles (“PTV”). This Article shall set forth the conditions for such use of a PTV.

This article is adopted to address the interest of public safety. Personal transportation vehicles (“PTV”) and other similar vehicles are not generally designed or manufactured to be used on public highways, streets and roads, and the City of Dalton in no way advocates their operation on the public roads within its jurisdiction. Adoption of this article is not to be relied upon as a determination by the city that operation of personal transportation vehicles and other similar vehicles on public roads is safe or advisable, even if done in accordance with this article. By regulating such operation, the city is merely addressing obvious safety issues. All persons who operate or ride in personal transportation vehicles and other similar vehicles on public roads do so

with their own judgment and at their own risk, and must be observant of, and attentive to the safety of themselves and others, including their passengers, other motorists, bicyclists, and pedestrians. Notwithstanding any law to the contrary, the city accepts no liability in negligence, nuisance or under any other cause of action for losses resulting from the use of personal transportation vehicles and other similar vehicles on roads, sidewalks, recreation paths, rights-of-way or other public property under this article. Any person who operates personal transportation vehicles and other similar vehicles is responsible for procuring appropriate insurance as may be required by state law or this article as a condition of operating personal transportation vehicles and other similar vehicles on the public roads of the city.

Sec. 114-416. – Definitions.

Authorized street means a public roadway of the city by whatever name (e.g. road, alley, avenue, street, boulevard, etc.) that:

- (1) Has a posted speed limit of 25 miles per hour or less;
- (2) Is not designated as part of either the state or federal highway system;
- (3) Is a primarily residential street
- (4) Has been designated an authorized street by ordinance or resolution of the city council.

Driver's license means a valid license to operate a motor vehicle issued by the State of Georgia or any other state.

Proof of Insurance means documented evidence of liability insurance on the PTV insuring against personal injury, death and damage to property of any nature relative to the operation of a PTV on designated streets or designated portions of certain streets in an amount not less than required by Georgia law for motor vehicles operated on public highways in the State of Georgia.

Personal Transportation Vehicle ("PTV") means a motor vehicle having not less than three wheels in contact with the ground and an unladen weight less than 1,300 pounds which is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 miles per hour and any motor vehicle having no fewer than four wheels and an unladen weight of 1,375 pounds or less and which cannot operate at more than 20 miles per hour. Such vehicles may also be referred to as "motorized carts". The term does not include mobility aids, including electric personal assistive mobility devices, power wheelchairs and scooters that can be use indoors and outdoors for the express purpose of enabling mobility for a person with a disability. The term also does not include any all-terrain vehicle or multi-purpose off-highway vehicle.

Required Equipment shall consist of:

- (1) A braking system sufficient for the weight and passenger capacity of the vehicle, including a parking brake;
- (2) A reverse warning device functional at all times when the directional control is in the reverse position;
- (3) A main power switch. When the switch is in the "off" position, or the key or other device that activates the switch is removed, the motive power circuit shall be inoperative. If the switch uses a key, it shall be removable only in the "off" position;

- (4) Head lamps;
- (5) Reflex reflectors;
- (6) Tail lamps;
- (7) A horn;
- (8) A rearview mirror;
- (9) Safety warning labels; and
- (10) Hip restraints and hand holds or a combination thereof

Sec. 114-416. – Operation of a PTV.

The operator of a PTV shall comply with all laws, ordinances, rules and regulations that govern the operation of motor vehicles on public streets and roads including the following:

- (1) It shall be unlawful to operate a PTV on any street within the City that is not an authorized street. This does not prohibit crossing an unauthorized street where the road being crossed has been properly designated as a “cart crossing” and proper signage and markings have been erected in accordance with the MUTCD.
- (2) All drivers of PTVs shall abide by all traffic regulations applicable to vehicular traffic when using authorized streets and parking areas of the city.
- (3) A PTV shall not be operated on the sidewalks at any time.
- (4) Multi-use paths approved for PTV use will be designated with appropriate signage; otherwise PTV travel on multi-use paths is unauthorized
- (5) The maximum occupancy of a PTV shall be one person per designated seat and at no time should the maximum occupancy exceed eight persons
- (6) Every driver of a PTV shall be subject to all of the rules of the road and duties applicable to the driver of any other vehicle.
- (7) All drivers and passengers must remain seated at all times during operation of the PTV. No person may sit on the driver’s lap during operation of the PTV.
- (8) PTVs shall be in compliance with all required equipment and such equipment must be used in accordance with all laws, ordinances, rules and regulations that govern the operation of motor vehicles on public streets and roads.

Sec. 114-417. – Operator of a PTV.

Only persons sixteen (16) years of age or older and holding a valid driver’s license may operate a PTV on the designated streets or portions thereof within the city.

Sec. 114-418. – Insurance Required.

The operator or owner of a PTV shall have written proof of insurance. Documentation of such coverage must be kept on the PTV or carried by the person operating the PTV.

Sec. 114-420. – Registration and Affidavit of Owner; fee.

The owner of a PTV must register the PTV with the city once every five (5) years. The fee for said registration will be in accordance with state law. As part of the registration process,

each owner shall be required to submit to an inspection of the PTV at the Police Services Center and sign an affidavit that the information provided by the owner on the registration form is true and correct to the best of his/her knowledge and that the owner will abide by all laws, ordinances, rules and regulations regarding the operation of a PTV on designated streets or portions thereof. Documentation of such registration must be kept on the PTV or carried by the person operating the PTV.

Sec. 114-421. – Gasoline powered PTVs.

- (a) Every gasoline powered PTV shall at all times be equipped with an exhaust system in good working order and in constant operation, meeting the following specifications:
 - i. The exhaust system shall include the piping leading from the flange of the exhaust manifold to and including the muffler and exhaust pipes or include any and all parts specified by the manufacturer.
 - ii. The exhaust system and its elements shall be securely fastened, including the consideration of missing or broken brackets or hangers.
 - iii. The engine and powered mechanism of every gasoline powered PTV shall be so equipped, adjusted and tuned as to prevent the escape of excessive smoke or fumes.
- (b) It shall be unlawful for the owner of any gasoline powered PTV to operate or permit the operation of such cart on which any device controlling or abating atmospheric emissions, which is placed on a PTV by the manufacturer, to render the device unserviceable by removal, alteration or which interferes with its operation.

Section 2.

This Ordinance shall be effective upon the posting of this Ordinance in two (2) public places in the City of Dalton for five (5) consecutive days following its enactment by the Mayor and Council, the public health, safety, and welfare requiring it.

Section 3.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4.

It is hereby declared to be the intention of the Mayor and Council of the City of Dalton that the section, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared

unconstitutional or otherwise invalid by a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance.

SO ORDAINED this ____ day of _____, 2018.

The foregoing Ordinance received its first reading on _____ and a second reading on _____. Upon second reading a motion for passage of the ordinance was made by Councilmember _____, second by Councilmember _____ and upon the question the vote is ____ ayes, ____ nays and the Ordinance is adopted.

ATTEST:

CITY CLERK

MAYOR

A true copy of the foregoing Ordinance was published in two public places within the City of Dalton for five (5) consecutive days following passage of the above-referenced Ordinance as of _____.

CITY CLERK, CITY OF DALTON



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11-5-18

Agenda Item: Recommendation to Relocate Historic Marker

Department: Historic Preservation Commission

Requested By: Jason Parker

Reviewed/Approved by City Attorney? Yes

Cost: N/A

Funding Source if Not in Budget N/A

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

After inventory and inspection of all markers in Whitfield County, HPC recommends relocating the Tristram Dalton Marker to current city hall location.

Title	County	Marker No	(GHS Markers O	Status	Location
Battle of Resaca (Whitfield County)	Whitfield	155-1			At the intersection of US 41 and Old Dixie Highway in Resaca
Battle of Resaca (Whitfield County)	Whitfield	155-2			On US 41, south of Nance Spring Road in Resaca
Battle of Resaca (Whitfield County)	Whitfield	155-4			Located on Nance Springs Road 0.4 miles east of South Dixie Road (U.S. 41) in Nance Springs
R.R.Wood Station	Whitfield	155-5			Nance Spring Rd and Gracie Rd, east of US 41
Dr. Anderson's House	Whitfield	155-6			On Dunnagan Road, west of GA 201 in Rocky Face
Twentieth Corps in Dogwood Valley	Whitfield	155-7			At the intersection of GA 201 and Gordon Springs Road in Suches
Geary's Division to Dug Gap	Whitfield	155-8			On GA 201, north of Joe Robertson Road in Rocky Face
Babb's Settlement	Whitfield	155-9			At the intersection of Mill Creek and Babb Roads in Rocky Face
Battle of Dug Gap	Whitfield	155-10			At the intersection of Mill Creek Road and Masters Drive in Rocky Face
Dug Gap	Whitfield	155-11			On Dug Gap Battle Road in Dalton
Ascent to Dug Gap	Whitfield	155-12			At the intersection of Dug Gap and Dug Gap Mountain Roads in Suches
Mill Creek Gap	Whitfield	155-13			State Patrol HQ on US 41 N of I-75 at Rocky Face (34.801199, -85.011647)
Confederate Defenses of Mill Creek Gap	Whitfield	155-14		NEEDS REPAIR	On US 41, west of I-75 in Rocky Face (34.801199, -85.011647)
The Flooded Gap: May, 1864	Whitfield	155-15		NEEDS REPAIR	On Chattanooga Road, west of I-75 in Mill Creek (34.801199, -85.011647)
George Disney's Grave	Whitfield	155-16		NEEDS REPAIR	On US 41, north of I-75 in Rocky Face (34.801199, -85.011647)
Hamilton House	Whitfield	155-17			At the intersection of Chattanooga Avenue and Matilda Street in Dalton
Site: Ault's Mill	Whitfield	155-18			Located on Old Haig Mill Road in Waring
North Line Dalton's Defenses	Whitfield	155-19			Haig Mill Road just south of Poplar Church Road
Stevenson's Line	Whitfield	155-20			On Crow Valley Road, south of Poplar Springs Road in Dalton
Crow Valley	Whitfield	155-21			At the intersection of Reed Pond and Crow Calley Roads in Dalton
Schofield's 23rd Corps in Crow Valley	Whitfield	155-22			Reed Rd at Brent Lane, West of Waring
Military Operations In Crow Valley	Whitfield	155-23			Reed Rd 1.6 miles north of Reed Pond Road
Tunnel Hill	Whitfield	155-24			On Oak Street in Tunnel Hill (34.840116, -85.042492)
Clisby Austin House	Whitfield	155-25		NEEDS REPAIR	At the railroad tracks, on Oak Street in Tunnel Hill (34.840116, -85.042492)
Harris' Gap	Whitfield	155-26			On New Hope Road, east of Crow Valley Road in Tunnel Hill
George Whitefield	Whitfield	155-28			Located on North Thornton Avenue (U.S. 41) in Dalton
Old Federal Road	Whitfield	155-29A			Located at the intersection of Cleveland Highway (Georgia Route 71) and Old Prater Mill Road (Old Georgia Route 2) in Varnell
"Calloway Place"-1814	Whitfield	155-29B			At the intersection of GA 201 and Gordon Springs Road in Rocky Face
Tristram Dalton	Whitfield	155-29			Located at the intersection of King Street and North Pentz Street in Dalton
The Blunt House	Whitfield	155-30			On Thornton Avenue, south of Morris Street in Dalton OR Located on on South Thornton Avenue (U.S. 41) in Dalton
Confederate Cemetery (Whitfield County)	Whitfield	155-31			On Greenwood Drive, south of Cuyler Street in Dalton
Historic Varnell Home	Whitfield	155-32			Ga 201 on the south edge of Varnell
Battles of Tilton	Whitfield	155-33			At the intersection of US 41 and Tilton Road in Dalton

Historic Red Clay	Whitfield	155-34		MISSING	Located at the intersection of Cleveland Highway (Georgia Route 71) and Wilson Caldwell Road in Cohutta
Dug Gap	Whitfield	155-35			At Dalton Trade and Convention Center in Dalton
Western & Atlantic Railroad Tunnel	Whitfield	155-36			On Oak Street in Tunnel Hill (34.840116, -85.042492)
The McCarty Subdivision	Whitfield	155-1	2002.5	REMOVED	Located at Willow Park Drive and Walnut Avenue, Dalton
Campaign for Atlanta: Johnston's Review	Whitfield	155-2	2002.9		At the intersection of Ridge and Cuyler Streets in Dalton
African-American Soldiers in Combat	Whitfield	155-3	2010.6		At 104 Fort Hill Terrace in Dalton
General Cleburne's Proposal to Arm Slaves	Whitfield	155-4	2011.10		At 314 North Selvidge Street in Dalton
The McCarty Neighborhood	Whitfield	151-3	2008.10		Located at Willow Park Drive and Walnut Avenue, Dalton





PROCLAMATION



WHEREAS, the philosophy affirms the inherent dignity and worth of every individual, and reveres human life in all its states, and

WHEREAS, hospice offers a special way of caring for terminally ill patients and their families enabling them to live comfortably and peacefully in their final days, and

WHEREAS, hospice care relies on the combined knowledge, skills and compassion of a full team of professionals and volunteers – including physicians, nurses, nursing assistants, social workers and clergy – to help patients and their families cope with their bereavement and,

WHEREAS, hospice supports and strengthens the entire community's awareness of the benefits of hospice care.

NOW, THEREFORE, I, Dennis Mock, Mayor of the City of Dalton, Georgia, hereby proclaim November 2018 as

“HOSPICE MONTH”

in the City of Dalton and encourage all government agencies, community organizations and citizens of Dalton to participate in related activities and to support hospice and the vital services it offers our community during the month of November and throughout the year.

In witness whereof, I have hereunto set my hand and caused the seal of this city to be affixed.

Mayor _____

Date _____ November 5, 2018

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
WORK SESSION
OCTOBER 15, 2018

The Mayor and Council held a Work Session this evening at 5:15 p.m. in the Council Chambers of City Hall. Present were Mayor Dennis Mock, Council Members Denise Wood, Annalee Harlan, Tyree Goodlett and Gary Crews, City Administrator Jason Parker and City Attorney James Bisson and several department heads.

AGENDA REVIEW

The Mayor and Council reviewed the agenda, in specific the following agenda items:

Resolution 18-05 Authorizing Sale of Certain Municipal Property - Depot Purchase

City Administrator Jason Parker informed the Mayor and Council that Resolution 18-05 Authorizing Sale of Certain Municipal Property - Depot Purchase should be re-numbered to Resolution 18-08. Parker stated this Resolution is to authorize the Mayor to execute the closing with Barrett Properties for the Depot Property at a price of \$300,000.00 with certain conditions.

Council member Denise Wood stated that she continues to have reservations regarding the Resolution given that it appears there is no limit to repairs to the building.

Parker stated that the repairs are limited to the appraised value of the property.

Barry Slaymaker represented the purchaser and stated they will continue to keep the City in the loop regarding all deadlines and they want to make sure they bring a product to Downtown Dalton that everyone wants.

Airport Layout Plan

City Administrator Jason Parker stated that the following (3) items pertain to an update to the airport layout plan which will be completed by Barge Design Solutions (Barge Waggoner) and will be submitted early November 2018.

- (1) Resolution 18-09 Airport Layout Plan Agreement
- (2) Agreement with GDOT for Updating the Airport Layout Plan
- (3) Work Authorization 2018-01 with Barge Design Solutions for Update of Airport Layout Plan

Resolution 18-10 Adoption of Solid Waste Management Plan

Solid Waste Authority Director Dirk Verhoff stated Resolution 18-10 allows for the adoption of a 10 year management plan required to be updated every 10 years which is required by EPD and DCA. Verhoff stated it sets a road map for collections and recycling.

Resolution 18-11 Adoption of the 2018-2022 Joint Comprehensive Plan

Ethan Calhoun of Northwest Georgia Regional Commission stated the Joint Comprehensive Plan is required to be updated by DCA every 5 years.

Ratification of Barge Waggoner/Astra Group Certificate of Substantial Completion for Haig Mill Lake Park

City Administrator Jason Parker stated that at a recent meeting the Mayor and Council was asked to adopt an amendment to the Barge Waggoner Contract regarding Haig Mill but have since learned it's not required. Parker stated that Barge Waggoner needed to issue a certificate of substantial completion whereas the park is 90% complete according to the punch list of approximately 150 items.

Agreement with Charity Support Foundation for Grand Opening of Haig Mill Lake Park

City Administrator Jason Parker stated this agreement is for Charity Support Foundation to provide the professional services for arranging the grand opening of Haig Mill - Saturday October 20, 2018 beginning at 11:00 a.m. to 3:00 p.m. in the amount of \$18,900. Parker stated he expects the City will recoup most of the cost.

Council member Wood asked several questions regarding the operations and how the Charity Support Foundation is funded.

Parker stated the Foundation is providing a service of arranging, brokering and coordinating all the events that are happening opening day and the Foundation is paying the vendors thru sponsors.

First Reading - Ordinance 18-12 Unified Zoning Text Amendments

Ethan Calhoun of Northwest Georgia Regional Commission stated Ordinance 18-12 is to change the boutique hotel definition which initially recommended a 30 room cap and the ordinance changes the cap to 35.

First Reading - Ordinance 18-14 Fire Prevention Code

Fire Chief Todd Pangle reported that Ordinance 18-14 pertains to the loft and urban dwelling downtown. Pangle stated this Ordinance brings the current standards more in line with what other municipalities are doing without compromising safety.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was adjourned at 5:34 p.m.

Bernadette Chattam
City Clerk

Dennis Mock, Mayor

Recorded

Approved: _____

Posted: _____

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
OCTOBER 15, 2018

The Mayor and Council held a meeting this evening at 6:00 p.m. in the Council Chambers of City Hall. Present were Mayor Dennis Mock, Council Members Denise Wood, Annalee Harlan, Tyree Goodlett and Gary Crews, City Administrator Jason Parker and City Attorney James Bisson and several department heads.

PUBLIC COMMENTARY

Jevin Jensen stated to the Mayor and Council he would rather see public private partnerships funding the proposed airport t-hangers instead of SPLOST funds.

PLEDGE OF ALLEGIANCE

Mayor Mock led the audience in the Pledge of Allegiance.

APPROVAL OF THE AGENDA

On the motion of Council member Wood, second Council member Harlan, the Mayor and Council approved the agenda with the following change:

Resolution 18-05 Authorizing Sale of Certain Municipal Property - Depot Purchase should be re-numbered to Resolution 18-08.

The vote was unanimous in favor.

PROCLAMATION

"Never Text and Drive Day" - October 19, 2018 - Mr. Steve Farrow

The Mayor and Council proclaimed October 19, 2018 as "Never Text and Drive Day" in the City of Dalton and urged the residents of our community to put away their cell phones while driving and make that a daily habit that will save hundreds of lives in the future.

MINUTES

The Mayor and Council reviewed the Work Session and Regular meeting minutes of October 1, 2018. On the motion of Council member Wood, second Council member Harlan, the minutes were approved. The vote was unanimous in favor.

RESOLUTION 18-08 AUTHORIZING SALE OF CERTAIN MUNICIPAL PROPERTY - DEPOT PURCHASE

The Mayor and Council reviewed Resolution 18-08 Authorizing Sale of Certain Municipal Property - Depot Purchase. On the motion of Council member Harlan, second Council member Crews the Mayor and Council approved the Resolution with Council member Wood, Harlan and Crews voting aye and Council member Goodlett voting nay.

AIRPORT LAYOUT PLAN - DALTON MUNICIPAL AIRPORT

The Mayor and Council reviewed the following agenda items regarding the Airport Layout Plan:

Resolution 18-09 Airport Layout Plan Agreement
Agreement with GDOT for Updating the Airport Layout Plan
Work Authorization 2018-01 with Barge Design Solutions for Update of Airport Layout Plan

On the motion of Council member Harlan, second Council member Wood, the Mayor and Council approved all three agenda items regarding updating and funding of the Airport Layout Plan for Dalton Municipal Airport. The project contains \$143,352.87 of federal funds and \$7,158.65 of state funds with a local share of the cost being \$8,769.53. The vote was unanimous in favor.

RESOLUTION 18-10 ADOPTION OF SOLID WASTE MANAGEMENT PLAN

On the motion of Council member Wood, second Council member Harlan, the Mayor and Council approved Resolution 18-10 Adoption of Solid Waste Management Plan. The Plan allows for the adoption of a 10 year management plan required by EPD and DCA to be updated every 10 years. Solid Waste Authority Director Dirk Verhoff stated it sets a road map for collections and recycling.

RESOLUTION 18-11 ADOPTION OF THE 2018-2022 JOINT COMPREHENSIVE PLAN

The Mayor and Council reviewed Resolution 18-11 Adoption of the 2018-2022 Joint Comprehensive Plan. Ethan Calhoun of Northwest Georgia Regional Commission stated the Joint Comprehensive Plan is required to be updated by DCA every 5 years. On the motion of Council member Wood, second Council member Goodlett, the Resolution was approved. The vote was unanimous in favor.

RATIFICATION OF BARGE WAGGONER/ASTRA GROUP CERTIFICATE OF SUBSTANTIAL COMPLETION FOR HAIG MILL LAKE PARK

The Mayor and Council reviewed the Ratification of Barge Waggoner/Astra Group Certificate of Substantial Completion for Haig Mill Lake Park. City Administrator Jason Parker stated that at a recent meeting the Mayor and Council was asked to adopt an amendment to the Barge Waggoner Contract regarding Haig Mill but have since learned it's not required. Parker stated that Barge Waggoner needed to issue a certificate of substantial completion whereas the park is 90% complete according to the punch list of approximately 150 items. On the motion of Council member Wood, second Council member Harlan, the Mayor and Council approved the Certificate of Substantial Completion. The vote was unanimous in favor.

AGREEMENT WITH CHARITY SUPPORT FOUNDATION FOR GRAND OPENING OF HAIG MILL LAKE PARK

The Mayor and Council reviewed the Agreement with Charity Support Foundation for Grand Opening of Haig Mill Lake Park in the amount of \$18,900.00. On the motion of Council member Goodlett, second Council member Harlan, the agreement was approved with Council Member Harlan, Goodlett and Crews voting aye and Council member Wood voting nay.

FIRST READING - ORDINANCE 18-12 UNIFIED ZONING TEXT AMENDMENTS

The Mayor and Council held a First Reading of Ordinance 18-12 Unified Zoning Text Amendments by amending the definition for Boutique Hotel by increasing the lodging facility rooms from 30 to 35.

FIRST READING - ORDINANCE 18-14 FIRE PREVENTION CODE

The Mayor and Council held a First Reading of Ordinance 18-14 Fire Prevention Code to amend the loft and urban dwelling downtown standards.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was adjourned at 6:22 p.m.

Bernadette Chattam
City Clerk

Dennis Mock, Mayor

Recorded

Approved: _____

Posted: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 10-15-18

Agenda Item: 2nd Reading Ordinance 18-12 Zoning Text Amendments

Department: Administration

Requested By: Jason Parker

Reviewed/Approved by City Attorney? Yes

Cost: N/A

Funding Source if Not in Budget N/A

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

Ordinance 18-2. Adding definition of Boutique Hotel; updating definition of Urban Dwelling
--

Ordinance 18-12

To Amend Unified Zoning Ordinance Of Whitfield County, Georgia; To Provide An Effective Date; To Repeal All Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

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

Section 1.

The Unified Zoning Ordinance of Whitfield County, Georgia is hereby amended as follows:

1. Add the following definition alphabetically:

***Boutique Hotel.** A small lodging facility with 35 or fewer guest rooms that are rented to occupants on a daily basis for not more than 14 consecutive days. Access to each guest room shall be through an inside lobby that is supervised at all hours.*

2. Delete the definition for Dwelling, Urban in its entirety and in lieu thereof insert the following definition for Dwelling, Urban:

A dwelling unit with the following characteristics:

- (1) *A dwelling unit(s) located within a structure that maintains a commercial storefront;*
- (2) *No more than 90 percent of the gross leasable floor area of the building in which such dwelling unit(s) is located is dedicated to residential purposes;*
- (3) *Each dwelling unit(s) shall have a private entry door which exits to the outside or to a common interior hallway;*
- (4) *Shall have no doorway or window inter-connection between other urban dwellings;*
- (5) *Where applicable, reference is made to Section 54-34 in the City of Dalton Code of Ordinances.*

To preserve the commercial purpose of the building in which the dwelling is located, any residential frontage shall be limited to the width of the exterior doorway providing ingress and egress to the dwelling unit.

Section 2.

This Ordinance shall be effective upon the posting of this Ordinance in two (2) public places in the City of Dalton for five (5) consecutive days following its enactment by the Mayor and Council, the public health, safety, and welfare requiring it.

Section 3.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4.

It is hereby declared to be the intention of the Mayor and Council of the City of Dalton that the section, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or otherwise invalid by a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance.

SO ORDAINED this ____ day of _____, 2018.

The foregoing Ordinance received its first reading on _____ and a second reading on _____. Upon second reading a motion for passage of the ordinance was made by Alderman _____, second by Alderman _____ and upon the question the vote is ____ ayes, ____ nays and the Ordinance is adopted.

ATTEST:

CITY CLERK

MAYOR

A true copy of the foregoing Ordinance has been published in two public places within the City of Dalton for five (5) consecutive days following passage of the above-referenced Ordinance as of _____.

CITY CLERK, CITY OF DALTON



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 10/15/18

Agenda Item: Ordinance 18-14 Loft/Urban Dwelling

Department: Fire Department

Requested By: Chief Todd Pangle

Reviewed/Approved by City Attorney? Yes

Cost: 0

Funding Source if Not in Budget N/A

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

This is a minor change to the ordinance that will provide for more consistent ability to check and monitor fire prevention measures required in structures downtown containing living spaces. This change will also bring our ordinance more in line with other municipalities in the state without compromising safety.

ORDINANCE 18-14

To Amend Chapter 54 Of The 2001 Revised Code Of The City Of Dalton Captioned “Fire Prevention and Protection” By The Amendment of Article II Captioned “Fire Prevention Code.” By Amending Section 54-34 Captioned “Loft/Urban Dwellings”; To Provide For An Effective Date; To Provide For The Repeal Of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

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

Section 1.

Amend Article II of Chapter 54 of the 2001 Revised Code of the City of Dalton by amending Section 54-34 captioned “Loft/Urban dwelling” by striking, deleting and repealing subsection 11 in its entirety and substituting in lieu thereof a new subsection 11 which shall read as follows:

(11) The building containing the loft/urban dwelling shall be equipped with smoke and heat-detection devises in the business areas which shall activate local alarm and audio/visual device in corridors of dwelling units.

Section 2.

Amend Article II of Chapter 54 of the 2001 Revised Code of the City of Dalton amending Section 54-34 captioned “Loft/Urban dwelling” by striking, deleting and repealing subsection 12 in its entirety.

Section 3.

This Ordinance shall be effective upon the posting of this Ordinance in two (2) public places in the City of Dalton for five (5) consecutive days following its enactment by the Mayor and Council, the public health, safety, and welfare requiring it.

Section 4.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5.

It is hereby declared to be the intention of the Mayor and Council of the City of Dalton that the section, paragraphs, sentences, clauses and phrases of this Ordinance are severable and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or otherwise invalid by a court of competent jurisdiction such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance.

SO ORDAINED this ____ day of _____, 2018.

The foregoing Ordinance received its first reading on _____ and a second reading on _____. Upon second reading a motion for passage of the ordinance was made by Alderman _____, second by Alderman _____ and upon the question the vote is ____ ayes, ____ nays and the Ordinance is adopted.

ATTEST:

MAYOR

CITY CLERK

A true copy of the foregoing Ordinance has been published in two public places within the City of Dalton for five (5) consecutive days following passage of the above-referenced Ordinance as of _____.

CITY CLERK
CITY OF DALTON



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: November 5, 2018

Agenda Item: (3) 2018 Alcohol Beverage Applications

Department: City Clerk

Requested By: Gesse Cabrera

Reviewed/Approved by City Attorney? Yes

Cost: N/A

Funding Source if Not in Budget N/A

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

(3) 2018 Alcohol Beverage Application Recommendations by the Public Safety Commission on the October 23, 2018 regular called meeting.

2018 ALCOHOL BEVERAGE APPLICATION

PSC TUESDAY OCTOBER 23, 2018

M&C Monday NOVEMBER 5, 2018

(3) 2018 ALCOHOL APPLICATIONS

1. Business Owner: El Ranchero Enterprises, LLC
d/b/a: El Ranchero Mexican Restaurant
Applicant: Nancy Hernandez
Business Address: 1523 East Morris St.
Type: Pouring Beer, Pouring Liquor
Disposition: **New**
2. Business Owner: SM Shubhu, Inc.
d/b/a: B.P Food Mart
Applicant: SM Shubhu Inc. | Sushil Kumar
Business Address: 2201 Chattanooga Rd.
Type: Package Beer, Package Wine
Disposition: **New**
3. Business Owner: Planet of the Grapes, LLC
d/b/a: Planet of the Grapes Wine Bar, LLC
Applicant: Planet of the Grapes, LLC | Trent William
Business Address: 126 W. King St
Type: Pouring Liquor, Micro-Brewery
Disposition: **License Addition**



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11/05/18

Agenda Item: Radio Contract Renewal Contract

Department: Police

Requested By: Assistant Chief Chris Crossen

Reviewed/Approved by City Attorney? Yes/No

Cost: \$2299

Funding Source if Not in Budget Budget

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

This contract is a renewal of the annual radio sales agreement for the Police Department and local radio group (North Ga Radio). The contract is a lower amount than the current contract as we have shifted some advertising to internet based sources.

NORTH GEORGIA RADIO GROUP/EAST TENNESSEE RADIO GROUP III

P.O. BOX 1284 DALTON, GA 30722

p: 706-278-5511 f: 706-226-8766



PROPOSAL FOR DALTON POLICE DEPARTMENT

SUBJECT: ANNUAL AD SCHEDULE RENEWAL

STATIONS INCLUDED:

MIX 104.5
WBLJ NEWSTALK 1230
QUE BUENA 101.9
BULLDOG 98..3

80'S, 90'S TODAY'S MIX
GIBSON / BOORTZ / RUSH / HANNITY
REGIONAL MEXICAN
COUNTRY

CONTRACT PERIOD: DECEMBER 2018 — NOVEMBER 2019 (12 MONTHS)

WHAT YOU GET:

- 45- 15 SECOND MESSAGES PER MONTH / PER STATION
- MONTHLY TOTALS
180 (95 X 4) 15 SECOND MESSAGES TOTAL PER MONTH
- ANNUAL TOTALS
540 TOTAL-15 SECOND MESSAGES ANNUALY PER STATION
2160 TOTAL-15 SECOND MESSAGES

AD ROTATION: MONDAY — SUNDAY (6A — MIDNIGHT)

YOUR INVESTMENT:

COMMITMENT
2160 ADS

PREPAID PRICE
\$2299

OCTOBER 12 SIGNING INCENTIVE:

3 IN STUDIO VISITS

SCHEDULED BUT NOT USED ARE FORFEITED AND CONSIDERED PERFORMED SERVICES BY STATION. CUSTOMER REMAINS LIABLE FOR PAYMENT ASSOCIATED WITH VISITS SCHEDULED BUT NOT USED.

NON-DISCRIMINATION POLICY: EAST TENNESSEE RADIO GROUP AND ITS STATION(S) DO NOT DISCRIMINATE IN ADVERTISING CONTRACTS ON THE BASIS OF RACE OR ETHNICITY, AND WILL NOT ACCEPT ANY ADVERTISING WHICH IS INTENDED TO DISCRIMINATE ON THE BASIS OF RACE OR ETHNICITY. ADVERTISER REPRESENTS AND WARRANTS THAT IT IS NOT PURCHASING ADVERTISING TIME FROM EAST TENNESSEE RADIO GROUP OR ITS STATION(S) THAT IS INTENDED TO DISCRIMINATE ON THE BASIS OF RACE OR ETHNICITY.

USE OF ADS: ADS MAY BE USED ONLY TO PROMOTE THE COMMERCIAL INTERESTS OF ADVERTISER NAMED IN CONTRACT.

TERMS: NET 10 DAYS BILLED MONTHLY WITH APPROVED CREDIT. THE EXECUTION OF THIS ADVERTISING CONTRACT ASSUMES THAT THE ADVERTISER HAS READ AND ACCEPTS THE TERMS AND CONDITIONS INCLUDED HEREIN. A FINANCE CHARGE OF 1.5% IS LEVIED PER MONTH 30 DAYS AFTER BILLING DATE. ADVERTISER AGREES THAT IN THE EVENT THAT COLLECTION PROCEDURES ARE NECESSARY OR SUIT IS INSTITUTED THAT ADVERTISER AGREES TO PAY ALL COST OF COLLECTION, INTEREST, AND COURT COSTS. THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED, AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TENNESSEE (EAST TENNESSEE RADIO STATIONS). FOR YOUR CONVENIENCE, WE NOW ACCEPT VISA, MASTER CARD, AMERICAN EXPRESS, AND DISCOVER. THIS CONTRACT SUPERCEDES ANY ORAL REPRESENTATIONS. THIS CONTRACT IS NON-CANCELABLE. NO REFUNDS.

ACCEPTED FOR: DALTON POLICE DEPARTMENT

ACCEPTED BY: *William C. Carter*

DATE: *10-22-18*

DEBORA PARKER
DPARKER@NGARADIO.COM
706-280-9584
SENIOR ACCOUNT EXECUTIVE

Credit Card Information/Type: ☐ MasterCard ☐ VISA ☐ AMEX ☐ DISC

Note: Copy of CC & Driver's License required.

Cardholder Name (as shown on card):

Card Number:

Expiration Date (mm/yy):

CVC Code:

Cardholder Billing Address (from credit card billing address):

☐ By checking this box, I understand that my information will be saved to file for future transactions on my account

AUTHORIZED SIGNATURE: _____

DATE: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11/5/2018

Agenda Item: The request of Octavio Perez to rezone from Heavy Manufacturing M-2 to Transitional Residential R-6 a tract of land totaling 1.47 acres located along Harris Street (Parcel 12-239-16-012)

Department: Planning and Zoning

Requested By: Ethan Calhoun

Reviewed/Approved by City Attorney? No

Cost: N/A

Funding Source if Not in Budget N/A

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

The official recommendation from the planning commission is attached along with a summary of this public hearing and staff report with accompanying maps.

ORDINANCE NO. 18-15

To Rezone Property Of Octavio Perez From A M-2 Classification To A R-6 Classification; To Provide for an Effective Date; To Provide For the Repeal of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

WHEREAS, Octavio Perez has petitioned for rezoning of his property from a M-2 classification to a R-6 classification; and

WHEREAS, all other procedures as required by Georgia law have been followed.

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

Section 1.

The real property as described in Exhibit “A” (the “Property”), which is attached to and incorporated herein as a part of this Ordinance, is hereby rezoned from a M-2 classification to a R-6 classification.

Section 2.

This Ordinance shall be effective as of the date of approval of this Ordinance.

Section 3.

The City Clerk is instructed to send a copy of this Ordinance to the Dalton-Whitfield Zoning Administrator with a request to record this rezoning on the Official Zoning Map of Whitfield County, Georgia.

Section 4.

All ordinances and parts of ordinances in conflict with this Ordinance are repealed.

Section 5.

It is hereby declared to be the intention of the Mayor and Council of the City of Dalton that the section, paragraphs, sentences, clauses and phrases of this Ordinance are severable and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared

unconstitutional or otherwise invalid by a court of competent jurisdiction such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance.

SO ORDAINED this _____ day of _____, 2018.

The foregoing Ordinance received its first reading on _____ and a second reading on _____. Upon second reading a motion for passage of the ordinance was made by Alderman _____, seconded by Alderman _____, and upon the question the vote is _____ ayes, _____ nays, and the Ordinance is adopted.

ATTEST:

CITY CLERK

MAYOR

A true copy of the foregoing Ordinance has been published in two public places within the City of Dalton for five (5) consecutive days following passage of the above-referenced Ordinance as of _____.

CITY CLERK, CITY OF DALTON

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot No. 239 in the 12th District and 3rd Section of Whitfield County, Georgia, and being Part of Lot Nos. 204 through 227, inclusive, of Martin Heights Subdivision, as shown by plat of record in Plat Book 1, page 206 (Plat Cabinet A, Slide 51), in the office of the Clerk of the Superior Court of Whitfield County, Georgia, and being more particularly described according to plat dated August 6, 1998, prepared by Joseph R. Evans, Georgia Registered Land Surveyor No. 2168, for Octavio Perez, as follows:.

Beginning at an iron pin located on the easterly right-of-way line of Harris Street (50-foot right-of-way), 314.05 feet north of the point of intersection of said right-of-way with the westerly right-of-way of Third Avenue (50-foot right-of-way); thence northerly, along and with the easterly right-of-way of Harris Street the following courses and distances: north 04 degrees 52 minutes 54 seconds west 126 feet; north 01 degree 50 minutes 08 seconds east 73.82 feet; north 06 degrees 01 minute 57 seconds west 67.68 feet; north 14 degrees 20 minutes 30 seconds west 70.60 feet; north 23 degrees 33 minutes 56 seconds west 73.24 feet; north 23 degrees 37 minutes 31 seconds west 79.43 feet; north 10 degrees 12 minutes 24 seconds west 50.60 feet; north 02 degrees 17 minutes 05 seconds east 64.21 feet; and north 06 degrees 19 minutes 45 seconds east 43.78 feet to an iron pin; thence leaving said right-of-way and running south 88 degrees 29 minutes 55 seconds east 138.71 feet to an iron pin found; thence south 02 degrees 33 minutes 03 seconds east 195.78 feet to an iron pin; thence south 13 degrees 36 minutes 56 seconds east 148.93 feet to an iron pin; thence south 00 degrees 51 minutes 30 seconds east 290.41 feet to an iron pin; thence north 88 degrees 29 minutes 55 seconds west 73.73 feet to an iron pin and the point of beginning.

DALTON-WHITFIELD COUNTY PLANNING COMMISSION
503 WEST WAUGH STREET
DALTON, GA 30720

MEMORANDUM

TO: City of Dalton Mayor and Council
Kim Witherow
Jason Parker
Jim Bisson
Jean Price-Garland

FROM: Jim Lidderdale
Chairman

DATE: October 31, 2018

SUBJECT: The request of Octavio Perez to rezone from Heavy Manufacturing M-2 to Transitional Residential R-6 a tract of land totaling 1.47 acres located along Harris Street (Parcel 12-239-16-012)

The most recent meeting of the Dalton-Whitfield County Planning Commission was held on October 22, 2018 at 6:00 p.m. at the Whitfield County Administrative Building #2, 214 West King Street. A portion of the agenda included a public hearing concerning the above matter. A quorum of four members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met.

The petition was represented by Octavio Perez, the property owner and petitioner.

Public Hearing Summary:

Mr. Calhoun oriented the audience to the subject property and summarized the staff analysis which was in favor of the requested R-6 rezoning.

Octavio Perez confirmed that the staff analysis accurately reflected his request. Mr. Thomas inquired how Mr. Perez intended on placing the four fourplexes on the subject property based on its size and shape. Mr. Perez stated that the units will be one bedroom and the structures will be two-story in order to reduce land area needed.

With no other comments heard for or against this public hearing closed 7:11p.m.

Recommendation:

Chairman Lidderdale sought a motion on the requested R-6 rezoning. **Mr. DeLay made a motion to recommend approval of the R-6 rezoning based on his agreement with the content of the staff analysis. His motion was seconded by Mr. Thomas which then passed unanimously, 3-0.**

**STAFF ANALYSIS
REZONING REQUEST
*Unified Zoning Ordinance***

ZONING CASE: Octavio Perez is seeking to rezone from Heavy Manufacturing (M-2) to Transitional Residential (R-6) a tract of land (parcel 12-239-16-012) containing 1.47 acres. The tract is currently undeveloped. The rezoning request to R-7 is sought to serve a single purpose on the site: Allow the owner to sub-divide the site in order to construct four separate fourplexes.

The surrounding uses and zoning are as follows: 1) To the north is a single adjacent tract containing a single family detached dwelling zoned Rural Residential R-5; 2) To the east is a single adjacent tract containing multiple warehouse structures along Third Avenue zoned M-2; 3) To the south is a single adjacent half-acre corner lot that is undeveloped and wooded zoned M-2; 4) To the west are five adjacent tracts all zoned M-2 and all located across Harris Street. The largest of these tracts is nearly 28 acres and contains a large multi-structured manufacturing facility owned by World Carpet INC. Three of the smaller adjacent tracts that appear to have once been residential are also owned by World Carpets INC. The southernmost adjacent tract is approximately half an acre and contains a single-family detached dwelling across Harris Street. A review of the zoning map shows the vicinity surrounding the subject property to a convergence of residential, commercial, and various manufacturing uses. The inappropriate blend of residential uses amongst commercial and manufacturing is, without a doubt, a byproduct of the former pyramid style zoning ordinance which allowed all types of residential uses in any commercial or manufacturing zone district without the need for a rezoning.

The subject property is within the jurisdiction of the City of Dalton Mayor and Council.

<u>Administrative Matters</u>		<u>Yes</u>	<u>No</u>	<u>N/A</u>
A.	Is an administrative procedure, like a variance, available and preferable to a rezoning?	—	<u>X</u>	—
B.	Have all procedural requirements been met?	<u>X</u>	—	—
	1. Legal ad August 2, 2016 (20 days notice)			
	2. Property posted July 29, 2016 (Yes -- one sign on the lot frontage; 24 days notice.)			
C.	Has a plat been submitted showing a subdivision of land?	—	—	<u>X</u>

D.	The following special requirements have an impact on this request:			
	100-year flood plain (land is filled to the 100-year flood level)	—	<u>X</u>	—
	Site Plan (none required)	—	<u>X</u>	—
	Buffer Zones (none required)	—	<u>X</u>	—
	Soil Erosion/Sedimentation Plan	<u>X</u>	—	—
	Storm Water Requirements	—	<u>X</u>	—

CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS

(A) Whether the proposed amendment would allow a use that is generally suitable for the site compared to other possible uses and whether the proposed change is consistent with the established land use pattern and zoning of adjacent and nearby properties.

With several zone districts and land uses nearby there is an evident lack of consistency in development. The subject property is adjacent to two single-family dwellings and is within 100 feet of a sizeable node of the High-Density Residential R-7 zone district. Multiple low-rise apartment complexes can be found in the vicinity of the subject property as well as the previously mentioned single family dwellings along Harris Street. The subject property has remained undeveloped most likely due to its size and shape that make manufacturing development unlikely to occur.

(B) Whether the proposed amendment would adversely affect the economic value or the uses of adjacent and nearby properties.

The only adjacent tract that could be impacted adversely by the proposed rezoning and development is the northern adjacent R-5 tract. It is, however, fair to say that this R-5 tract has already been greatly impacted by the adjacent manufacturing uses and that an adjacent R-6 zone district would be less detrimental than the current M-2 zoning of the subject property. It is also worth noting that if this R-6 rezoning is approved that the subject property is required to provide a buffer along its northern border to mitigate the potential impact of the proposed multi-family development on the adjacent R-5 zone district.

(C) Whether the subject property has a reasonable economic use as currently zoned, considering the suitability of the subject property for the proposed zoned uses.

Due to the shape of the subject property along with the property's topography it is unlikely that it would be developed for manufacturing purposes. The requested R-6 rezoning, if approved, would allow the subject property to be developed in such a way that reflects nearby land use and zoning.

(D) Whether there is relative gain to the health, safety, morals, or general

welfare of the public as compared to any hardship imposed upon the individual owner under the existing zoning.

As stated previously the subject property is, no doubt, difficult to develop for manufacturing or commercial uses.

(E) Whether the proposed (R-6) amendment, if adopted or approved, would result in a use which would or could cause an excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other utilities, as contrasted with the impact under the existing zoning.

There would be no burden on infrastructure or utilities created by rezoning the subject property to R-6 at this location due to the abundance of public water and sewer capacity throughout this area. This is an area already impacted by various forms of both residential and manufacturing growth over time. Due to the limiting size of the subject property there is no expectation that the proposed development would generate traffic congestion. Sight distance for ingress and egress of the subject property is also sufficient at this location. The petitioner's intention to construct four fourplex structures totals 16 individual dwelling units. Given the limiting size of the subject property along with the density limitations of the R-6 zone district the potential impact on the school system should be minimal.

(F) Whether the property sought to be rezoned (or annexed) is in conformity with the policy and intent of the adopted joint comprehensive plan or equivalent. If not, has the plan already been amended, officially or unofficially, by the development of uses which are contrary to the plan recommendation, and if the plan has been amended, does this rezoning or annexation request allow uses which are compatible to the existing uses in the vicinity.

The Future Development Map designates this area as a "Town Neighborhood Revitalization" character area and is also noted in the Dalton Urban Redevelopment Plan (2003). The subject property is included in the projected boundary, which would propose the location of single family residences, town houses, parks, public institutional, mixed use live/work, and neighborhood commercial. Restoration of existing houses to maintain and stabilize existing housing stock is the preferred development in this character area. It also accommodates a mix of housing types and small lot single family residences. This planner believes that the current M-2 zoning of the subject property does not satisfy the intent of this character area and that the proposed R-6 zone would satisfy the intent of this character area to a much greater degree. Although the character area recommends only single-family dwellings the surrounding zone districts and land use throughout this area would not be burdened if this R-6 rezoning is approved.

(G) Whether there are any other conditions or transitional patterns affecting the use and development of the property to be rezoned or annexed, which give grounds for approval or disapproval of the proposed zoning proposal. Whether the proposed zoning change constitutes an "entering wedge" and is a deterrent to the use, improvement, or development of adjacent property within the

surrounding zone districts or would create an isolated, unrelated district (spot zone) as interpreted by current Georgia law.

None identified. R-5 and R-6 share some similar uses such as duplex dwellings and both zones are limited to strictly residential development.

(H) Whether the subject property, as currently zoned, is vacant and undeveloped for a long period of time, considered in the context of land development in the vicinity or whether there are environmental or cultural factors, like steep slopes, flood plain, storm water, or historical issues that influence the development of the subject property under any zoning designation.

The property has remained undeveloped most likely due to the fact that its size and shape are not ideal for commercial or manufacturing uses like those seen throughout this area.

CONCLUSION:

The staff can provide a recommendation to approve the R-6 rezoning at this location based on the following:

- 1) The subject property is adjacent to conforming residential use as well as its proximity to several multi-family structures showing an existing residential character in this area;
- 2) The subject property's size and shape make manufacturing and commercial development less likely to attract investment; and
- 3) The Town Neighborhood character area for the subject property does not recommend multi-family as a primary land use, but the current requested R-6 zone district's residential character is much better suited to implement the comprehensive plan than the subject property's current M-2 zone district.
- 4) There is no expectation that the economic values of adjacent or nearby properties would be negatively impacted if this R-6 rezoning is approved.

Perez Rezoning Request

M-2, Heavy Manufacturing

to

R-6, Transitional Residential

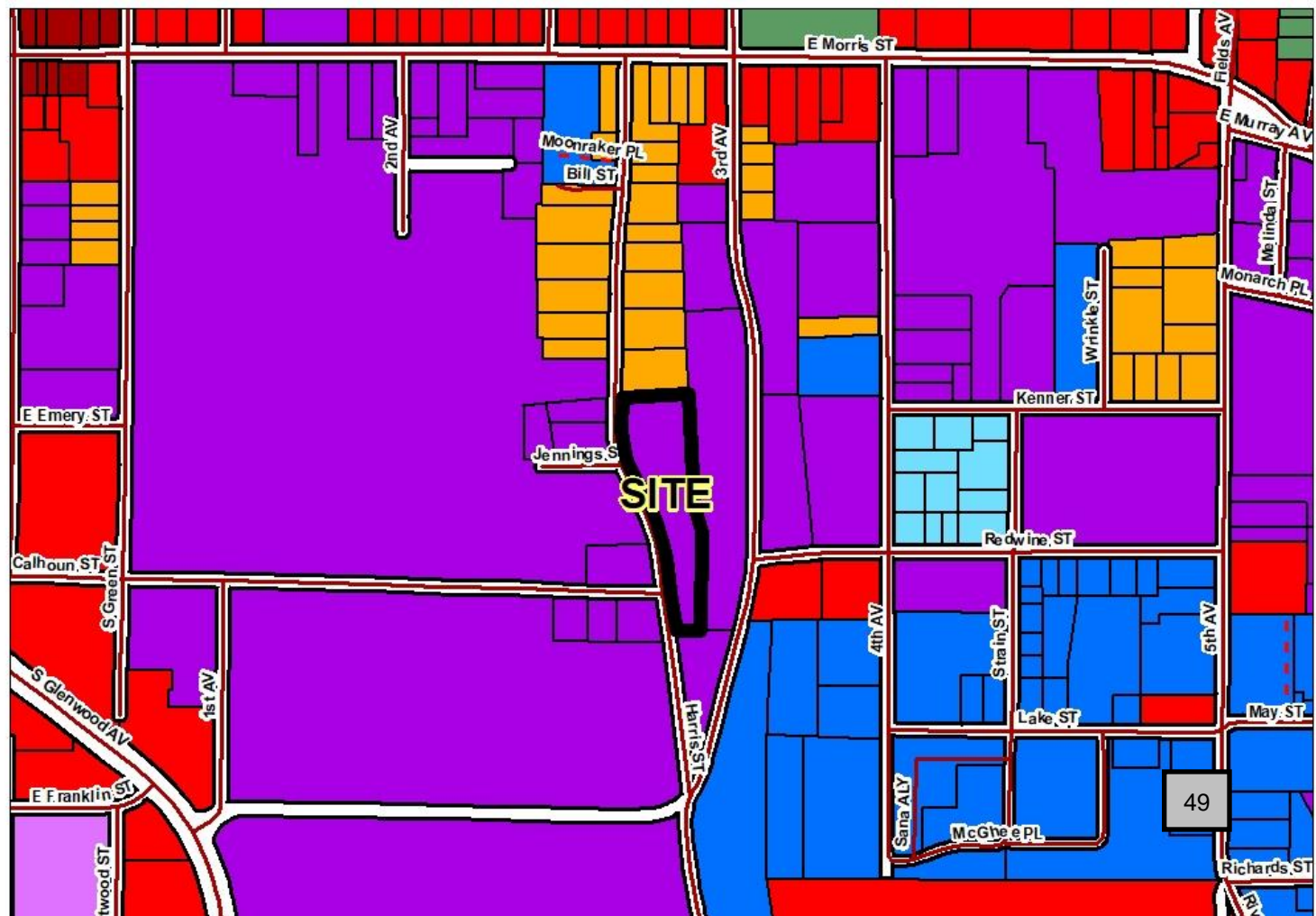
City of Dalton Jurisdiction



ZONING

	Medium Density Single Family Residential (R-3)
	Rural Residential (R-5)
	Transitional Residential (R-6)
	High Density Residential (R-7)
	General Commercial (C-2)
	Central Business District (C-3)
	Light Manufacturing (M-1)
	Heavy Manufacturing (M-2)

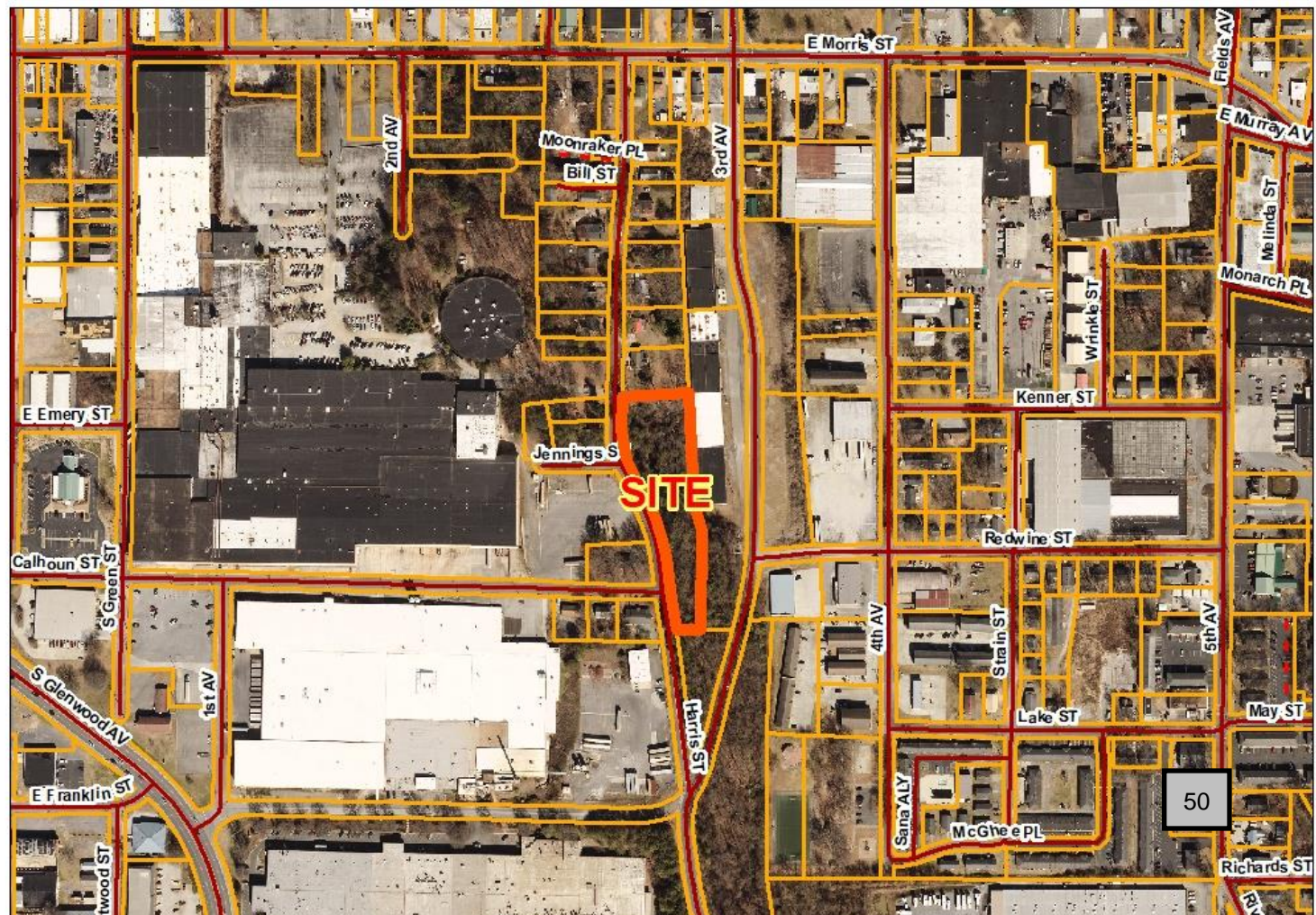
FEET
300



Perez Rezoning Request M-2, Heavy Manufacturing to R-6, Transitional Residential City of Dalton Jurisdiction

FEET
300



50

Perez Rezoning Request M-2, Heavy Manufacturing to R-6, Transitional Residential City of Dalton Jurisdiction



FEET
150



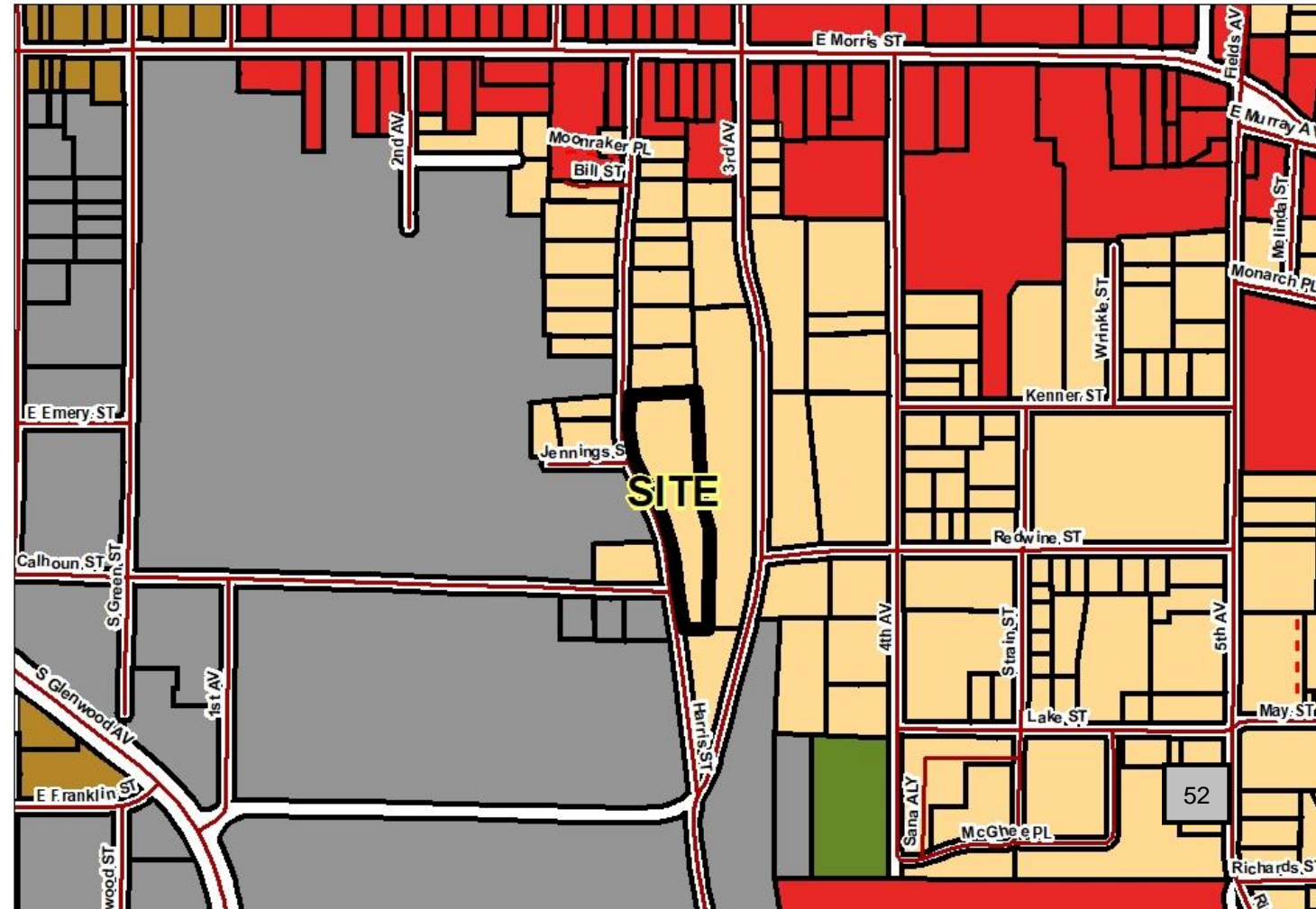
Perez Rezoning Request M-2, Heavy Manufacturing to R-6, Transitional Residential City of Dalton Jurisdiction



FUTURE DEVELOPMENT MAP

-  Commercial Corridor
-  Downtown/Town Center
-  Industrial
-  Preserve
-  Town Neighborhood Revitalization

FEET
300





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11/5/18

Agenda Item: Contract with DBT Transportation Services, LLC

Department: Dalton Municipal Airport

Requested By: Danny Morgan

Reviewed/Approved by City Attorney? Yes

Cost: \$15,000 Annual

Funding Source if Not in Budget Budget

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

This is a one-year contract for maintenance and inspection of runway and taxi lighting, as well as the Instrument Landing System (ILS); Precision Approach Path Indicator (PAPI); Runway approach lights (MALSR) and Automated Weather Observance System (AWOS) at the Dalton Airport



AVIATION SUPPORT AND MAINTENANCE SERVICES

Order Summary

Contracted Party: City of Dalton PO Box 1205 Dalton, GA 30720	Serviced Customer: <small>(physical address)</small> Dalton Municipal Airport (DNN) 4483 Airport Road, SE Dalton, GA 30721
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The Effective Date of this Agreement is November 1, 2018.

The Term of this Agreement shall be for a period of 1 year(s) from the Effective Date.

Services (check as applicable)
<input checked="" type="checkbox"/> Periodic/ Pre-Season Maintenance provided on a monthly basis
<input checked="" type="checkbox"/> Equipment Restoration Unlimited
<input checked="" type="checkbox"/> NADIN DataLink Service
<input type="checkbox"/> Other Data Services

Equipment	Manufacturer/Model	Equipment	Manufacturer/Model
<input type="checkbox"/> VOR		<input type="checkbox"/> RWIS Runway	
<input type="checkbox"/> DME		<input type="checkbox"/> ATIS	
<input type="checkbox"/> LOC	MK 20A Capture Affect	<input type="checkbox"/> NDB	
<input type="checkbox"/> GS		<input type="checkbox"/> Control Tower	
<input type="checkbox"/> AWOS	Vaisala AWOS III	<input type="checkbox"/> Markers	
<input type="checkbox"/> RVR		<input type="checkbox"/> Other	

Fees	Contract Total: \$15,000.00	
Annual Fee	\$ 15,000.00	Invoiced Annually
Unplanned Outage Fee	\$ 1500.00	per day (ex. Lightening strike, bird strike)
Facility Visit Fee	\$ 1500.00	per day (ex. flight check)
Holiday Fee	\$ 500.00	Additional to Unplanned Outage Fee
Cancellation/Delay Fee	\$ 500 .00	per day

*Definitions on Terms and Conditions

2018

Airport Manager: Danny Morgan
Email Address: dmorgan@perpetualmachine.com
Phone Number: 706-280-2198

Statement of Work and Additional Terms

Attachment 1: Aviation Support and Maintenance Services General Terms and Conditions. Rev. 1 Attachment 2: Statement of Work.
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Pricing Year 1:

Pricing Year 2:

Pricing Year 3:

This Order Summary is part of the DBT Support and Maintenance Services Agreement ("Agreement") between DBT Transportation Services, LLC a Texas limited liability company ("DBT") and The City of Dalton, Georgia ("Customer"). The Agreement consists of this Summary and each listed attachment set forth above, which are incorporated herein by reference. By signing this Order Summary, the parties signify that they have read, understand and agree to be bound by all the terms and conditions of the Agreement.

DBT Transportation Services, LLC

The City of Dalton, Georgia

By: _____

By: _____

Title: Executive VP

Title: _____

Date: 9/7/18

Date: _____

Statement of Work

1. Description of Equipment Services

1.1 **Periodic Maintenance** consists of such periodic routine tests and adjustments as may be required by the equipment manufacturer and by the FAA for non-Federal facilities in accordance with 14 C.F.R Part 171 and AC 150/5220-16D as they may be modified or superseded from time to time.

1.2 **Equipment Restoration.** In the event of an unplanned equipment failure or outage, DBT Transportation Services shall respond to or notify the customer as to the restoration plan of action within one (1) business day after the outage is reported and complete restoration services in a reasonable prompt manner. Diagnosis may be performed remotely and render the system inoperable until which time replacement equipment/parts can arrive to Customer's site. Repairs required due to Acts of God, lightning, vandalism, etc. are excluded and will be billed at the Unplanned Outage price.

1.3 All services provided by DBT shall be performed by qualified field technicians having all required certifications and licenses required by the FAA and OSHA. DBT will also maintain a full Aviation Products and Liability Insurance policy for the term of the contract.

1.4 DBT shall record test results in a station log and maintain the required 6000 series records, copies of which will be provided to the FAA as required.

1.5 DBT shall make a best effort to maintain and repair all equipment. Customer acknowledges that components and equipment under contract may be obsolete rendering repair or restoration of equipment impossible.

2. Testing Equipment and Replacement Parts – Nav aids Only (ILS, LOC, GS, VOR, DME, NDB etc.)

2.1 Customer shall maintain at its own expense an inventory of replacement parts for the Equipment to be utilized by DBT when providing Service under this Agreement. In the event parts necessary for maintenance or restoration of the Equipment are not available in Customer's Inventory, DBT will provide such part(s) and invoice the Customer for required part(s). If customer does not have the necessary spare parts available for use in restoring the Equipment, DBT reserves the right to charge \$1500 for a return trip charge, if necessary to and solely for the purpose of restoring downed equipment.

3. Data Service – NADIN

3.1 AviMet Data Link is an automated weather dissemination service for the distribution of Automated Weather Observation System ("AWOS") data to the Federal Aviation Administration's (FAA) Weather Message Switching Center Replacement ("WMSCR") System. DBT Transportation shall provide the AWOS observations to WMSCR in accordance with FAA specifications every twenty (20) minutes twenty-four (24) hours per day, seven (7) days per week.



DBT Transportation Services LLC
Aviation Support and Maintenance Services General Terms and Conditions

These terms and conditions are part of the DBT Support and Maintenance Services Agreement (“Agreement”) for the Services and Equipment listed in the Order Summary (“Summary”) The Agreement consists of the Summary, these terms and conditions, each Attachment identified in the Summary, and any supplemental Statement of Work executed by the parties.

1. Description of Fees and Services.

- 1.1. The Annual Fee is for Periodic Maintenance and the specified number of Equipment Restoration site visits shown in the Summary.
- 1.2. “Periodic Maintenance” is labor performed at the Equipment site at intervals shown in the Summary. It includes periodic inspections, functional testing, adjustments, replacement of equipment and parts which have failed or at Customer’s request, and maintenance required by the Equipment manufacturer or government regulation. If the Equipment includes Road Weather Information System (RWIS) equipment, Periodic Maintenance includes an annual preseason maintenance check.
- 1.3. “Equipment Restoration” is labor to replace failed or damaged equipment and parts at times other than during Periodic Maintenance visits. The number of Restoration visits included in the Annual Fee is shown in the Summary. DBT shall begin restoration work within one business day after an outage is reported and complete restoration as reasonably prompt as conditions permit.
- 1.4. An “Unplanned Outage” is a DBT site visit to repair or replace failed or damaged equipment and parts other than during Periodic Maintenance and for events not covered by the Equipment Restoration as set forth in Section 1.2 of the Statement of Work. Unplanned Outage Fees are charged on a per diem basis, including days required for travel, plus reasonable travel costs and expenses.

- 1.5. A “Facility Visit” is an appearance by DBT, at Customer request, to attend or participate in an FAA inspection. Facility Visit fees are charged on a per diem basis, including days required for travel, plus reasonable travel costs and expenses.
- 1.6. “NADIN DataLink” connects the Customer’s AWOS observations to the FAA’s Weather Message Switching Center (WMSCR) through the National Airspace Data Interchange Network (NADIN) for dissemination as Meteorological Terminal Aviation Routine Weather Reports (METARs).
- 1.7. The Holiday Fee is assessed on a per diem basis whenever any Services or facility visits are performed on a Holiday. The Holiday Fee is in addition to any other fees. By way of example, if repair for an Unplanned Outage is required on a Holiday, Customer will pay both the Unplanned Outage fee and a Holiday Fee. “Holidays” are New Year’s Eve, New Year’s Day, Memorial Day, July 4th (Independence Day), Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve and Christmas Day.
- 1.8. A “Cancellation/Delay Fee” is charged in addition to any other applicable fees, when DBT appears at the Customer’s location for a scheduled visit but is unable to enter the airport property or access the Equipment for any reason.
- 1.9. All fees are for labor only. Customer is responsible for the cost of all equipment, replacement parts and other materials. DBT agrees to use Customer’s inventory of replacement parts and will invoice Customer for any parts or materials not available in Customer’s inventory. Customer is advised to maintain a current list of its replacement parts inventory, which shall be provided to DBT at DBT’s reasonable request but, in any event, prior to any visit for service or maintenance.
- 1.10. “Services” are those services listed on the Statement of Work, which is attached hereto and incorporated herein by reference.
2. Customer Responsibilities. In addition to the payment of fees and the other obligations under this Agreement, Customer shall be responsible for:
 - 2.1. Monitoring the status of the systems following maintenance;
 - 2.2. Security in and around the Equipment;
 - 2.3. Maintaining the grounds and buildings associated with the Equipment in good repair and in compliance with all federal, state and local rules and regulations.

- 2.4. Providing DBT transportation from the airport and access to the Equipment site during normal business hours upon reasonable notice, and outside of normal business hours as may be necessary for repairs;
 - 2.5. Loss or damage to the Equipment for causes other than actions by DBT. Customer is encouraged to obtain its own insurance to cover any such loss or damage; and
 - 2.6. Issuing NOTAMs (Notices to Airmen) and other public notices relating to the status of the Equipment.
3. Payment, Payment Default, and Right to Dispute.
 - 3.1. Payment of Invoices. DBT will invoice Customer annually, quarterly or monthly, as applicable, for the fees and other charges described in this Agreement and the Summary. Payment of each invoice is due, in US Dollars, within 30 days of the invoice date (the invoice's "Due Date").
 - 3.2. Payment Default. If Customer does not pay an invoice by the Due Date or if Customer files or has filed against it any voluntary or involuntary Bankruptcy petition, or becomes subject to an assignment for the benefit of creditors, receivership or other insolvency proceeding (individually and collectively, a "Payment Default"), DBT may take any and of the following actions, individually or in combination:
 - 3.2.1. Cease performing or refuse to perform Services which have not been paid for;
 - 3.2.2. Require a cash deposit, standby letter of credit, or such other assurance of payment DBT may deem appropriate, as a condition to providing any labor or materials requiring payment of fees and expenses in additional to the Annual Fee;
 - 3.2.3. Terminate this Agreement.
 - 3.3. Customer Right to Dispute Charges. Customer may in good faith dispute and withhold payment of all or any part of an invoice by paying the undisputed balance of the invoice and giving DBT written notice of the disputed amount and a reasonable description of the basis for the dispute on or before the invoice Due

Date. The parties shall confer in a good faith attempt to resolve the dispute within ten business days after DBT receives notice of the dispute. If the resolution of the dispute requires an invoice adjustment, Customer shall pay the adjusted amount within 10 business days. If the parties are unable to agree on a resolution to the dispute, DBT may, without further notice, exercise any of its rights for a Payment Default.

4. Termination.

4.1. Term. Unless sooner terminated as herein provided, the term of this Agreement shall be for the period set forth on Summary.

4.2. Termination for Material Breach. Except with respect to a Payment Default to which paragraphs 3.2 and 3.3 apply, in the event of a material breach of this Agreement, the party claiming the breach shall notify the other in writing, describing the breach in reasonable detail. The party accused of the breach shall have 30 days from receipt of notice of breach to cure the breach. If the breach is not cured within the 30-day period, the party claiming the breach may, by written notice to the other party, immediately terminate this Agreement.

4.3. Termination without cause for Force Majeure. A delay or failure to perform for a reason described in paragraph 10 (Force Majeure) shall not be considered a material breach of this Agreement. However, if a delay or failure to perform for a Force Majeure reason continues for a period of 120 consecutive days and there is no reasonably foreseeable remedy or cure available, this Agreement may thereafter be terminated by either party upon ten days written notice.

4.4. Obligations upon Termination. Upon termination of this Agreement for any reason:

4.4.1. Customer shall pay each outstanding invoice by its Due Date;

4.4.2. DBT will submit a final invoice for unpaid services provided and non-refundable costs incurred prior to the effective date of termination, all of which will be due and payable by the Due Date.

4.4.3. All payments made by Customer to DBT prior to the effective date of termination shall be non-refundable.

4.4.4.

5. Performance Warranty and Disclaimer of Other Warranties.
 - 5.1. DBT represents and warrants it will perform the Services in a professional manner consistent with generally accepted industry standards, using qualified field technicians and other personnel, all of whom shall have and maintain any certifications and licenses required by the FAA
 - 5.2. Except as expressly provided in this paragraph 5, DBT PROVIDES ALL SERVICES “AS IS.” TO THE MAXIMUM EXTENT PERMITTED BY LAW, DBT MAKES NO OTHER WARRANTIES AND EXPLICITLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, THE RELIABILITY OR ACCURACY OF DATA OR INFORMATION GENERATED OR TRANSMITTED BY ANY EQUIPMENT OR SOFTWARE, AS WELL AS ANY WHICH MAY ARISE FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.
 - 5.3. DBT IS NOT RESPONSIBLE FOR ANY DAMAGES OR LIABILITY ARISING OUT OF THIRD PARTY PRODUCTS OR SERVICES, EVEN IF SUCH PRODUCTS OR SERVICES ARE USED BY DBT IN THE COURSE OF PROVIDING SERVICES UNDER THIS AGREEMENT.
6. Insurance. During the term (including the term of any renewal) of this Agreement and for one year thereafter, DBT shall maintain (a) workers compensation coverage as required by federal law and the law of the state in which work is performed; (b) Commercial General Liability insurance, including completed operations and contractual liability coverage, with minimum limits of \$2,000,000 per occurrence for bodily injury, death and property damage; and (c) Aviation product liability insurance with minimum limits of \$2,000,000. Required insurance shall be written by companies reasonably satisfactory to Customer and authorized to do business in Customer’s state, include Customer as additional insured with respect to liabilities arising out of activities performed by DBT under this Agreement, and provide for at least thirty days written notice to Customer prior to cancellation. DBT shall furnish Customer evidence of required insurance upon Customer’s reasonable request.

7. Indemnification.

7.1. DBT shall defend, indemnify and hold Customer, its elected or appointed officials, officers, members, agents, and employees, harmless from any and all demands, suits, actions, proceedings and other claims of any kind or nature, brought against Customer to the extent they arise out of DBT's performance of this Agreement, except those resulting from Customer's negligent, willful or intentional acts.

7.2. A party seeking indemnification ("Indemnitee") from the other ("Indemnitor") must (a) not be in default under this Agreement; (b) notify the Indemnitor in writing within ten business days of receipt of the assertion of a claim and, in addition, within ten business days of the receipt of service or process or notice of the commencement of any lawsuit or other proceeding. The parties shall cooperate fully with each other in the defense of all claims, and neither shall admit, settle, or consent to the entry of any judgment in any claim without the other's prior written consent, which may not reasonably be withheld.

8. Limitations of Damages

8.1. Except for any claims for indemnity pursuant to Paragraph 7 above, DBT's maximum liability to Customer shall be limited to sums actually afforded and paid in settlement of a claim or satisfaction of a judgment by DBT's insurance policies required in paragraph 6.

8.2. IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER ANY CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF

ANY KIND, WHETHER FORESEEABLE OR UNFORESEEABLE, EVEN IF A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Force Majeure. Neither party shall be liable for delay or failure in performance due acts of God, acts of war or public enemy, riot, epidemic, fire, flood, quarantine, embargo, epidemic, unusually severe weather or other disaster, or compliance with laws, governmental acts or regulations which were not applicable on the date this Agreement was executed, or other causes beyond the party's reasonable control, the sole remedy for such failure or delay being termination of the Agreement pursuant to paragraph 4.2.
10. Resolution of Disputes.
 - 10.1. Waiver of trial by jury. The parties waive all rights to trial by jury in any litigation arising from this Agreement or its performance.
 - 10.2. Allocation of legal fees and costs. The prevailing party in any litigation or other dispute resolution procedure brought to enforce the terms of this Agreement shall be entitled to an award of its legal fees and costs.
11. Notice. Notices and other communications shall be in tangible, readable form sent to a party at the address, fax number or email address listed on the Summary or to any other contact information a party may designate later. Notice shall be deemed to have been delivered (i) on the date delivered in person; (ii) on the earlier of the date actually received by the recipient or three business days after being deposited with the United States Postal Service or any other nationally recognized delivery service (such as UPS or FedEx) which provides proof of delivery, even if not actually received; (iii) on the date shown on the fax delivery confirmation; or (iv) on the date the recipient manually

acknowledges receipt by return email (automated email delivery or read receipts are insufficient).

12. General Provisions.

- 12.1. The parties are independent contractors with respect to each other. This Agreement and its performance do not create any agency, partnership, joint venture, employment or similar relationship between them. Neither party has the right or authority to create an obligation or responsibility for the other.
- 12.2. The parties shall comply with all federal and state laws applicable to their respective operations, including but not limited to all export laws and regulations of the United States.
- 12.3. Each party represent that it is authorized to enter into this Agreement and performing it does not and will not violate or conflict with any law, regulation or existing obligation which may apply to it. DBT represents it is authorized to do business in Customer's state.
- 12.4. This Agreement contains the entire agreement and understanding between the parties relating to the subject described in this Agreement, superseding and replacing all prior agreements, representations and understandings, oral or written, between the parties.
- 12.5. This Agreement can only be modified, amended or waived through a writing signed by both parties. Waiving or failing to insist on strict performance of any term, condition or obligation shall not constitute or be construed as a waiver of a party's right to enforce the same or any other provision.
- 12.6. If any provision of this Agreement is held to be invalid or unenforceable, it shall be severable, and the remaining provisions shall be enforced to the full extent permitted by law.
- 12.7. This Agreement is not intended to, and does not create, any third-party beneficiary or other rights or remedies in favor of any person other than the parties.



TRANSPORTATION SERVICES

12.8. This Agreement may be executed in multiple counterparts, all of which, taken together, shall be deemed to be a single document. A facsimile of this Agreement or any signature shall be considered for all purposes as an original.

Invoicing Information

All DBT Transportation Services invoices are emailed. Terms: Net 30.

Invoice Submittal Email Address: _____

Payables Contact: _____ *Purchasing Contact:* _____

Email: _____ *Email:* _____

PH: _____ *PH:* _____

Do you need more than 30 days to process invoices? Y ☐ N ☐

If Yes, how many days early do you need to receive the invoice? _____ day(s)

Do you require the PO # on the invoice? Y ☐ N ☐

Any additional information needed on invoice? Y ☐ N ☐

If Yes, please send invoice requirements to CS@DBTtranserv.com.

Please list any additional forms or processes that need to be followed for submitting invoices:



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11-5-18

Agenda Item: Contract with Eastern Aviation Fuel, Inc (Airport)

Department: Airport

Requested By: Danny Morgan

Reviewed/Approved by City Attorney? Yes

Cost: \$18,000 Value (Equipment at no up-front charge)

Funding Source if Not in Budget Budget

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

The contract is for a ***new fuel dispensing system for airport fuel farm***. Shell has agreed to sponsor the total cost of this system with a 7 years supply agreement with Shell Branded products. This is how we purchased the current system that has become obsolete. After the 7 year fulfillment the unit will become property of Dalton Airport.

COUNTY OF WHITFIELD

THIS AGREEMENT, entered into this 6th day of November 2018, by and between EASTERN AVIATION FUELS, INC. of New Bern, North Carolina, hereinafter called "Seller" and CITY OF DALTON, GEORGIA hereinafter called "Buyer" as follows:

1. AGREEMENT: Seller agrees to sell and deliver, and Buyer agrees to purchase, receive and pay for from Seller, Buyer's entire requirements of aviation fuels for use or resale at the Dalton Municipal Airport, at or near Dalton, Georgia.

2. TERM: This contract shall remain in force for a period of one (1) year beginning on the 6th day of November 2018 and terminating on November 5, 2019. The Contract shall automatically renew for six (6) successive periods of one (1) year each, unless and until terminated by either party upon notice in writing given at least sixty (60) days before the end of any such twelve-month period.

3. DELIVERIES: The aviation fuels sold and purchased hereunder shall be the regular grade or grades of aviation fuels as currently supplied by EASTERN AVIATION FUELS, INC. and deliveries to Buyer hereunder shall be by tank truck at the place of business of Buyer at said Airport in approximately even quantities in such amounts and at such times during business hours as Buyer may direct. It is understood that Seller's obligation hereunder is limited to such grade or grades of aviation fuels as are distributed by Seller, at the time and place of delivery hereunder.

4. **PRICING:** Buyer agrees to pay for the aviation fuels covered by this contract as follows:

Seller's posted dealer price*

Seller's posted dealer price*

*As herein used, the words "Seller's posted dealer price" mean the price posted and displayed at the time of delivery, at Seller's office at location shown in paragraph 15 hereafter.

5. TERMS: Buyer agrees to pay cash at time of delivery for all such aviation fuels. If Seller shall extend credit to Buyer, Buyer agrees to pay for all such aviation fuels via EFT (Electronic Funds Transfer) 10 days from delivery date. Seller reserves the right to withdraw these terms and demand certified cash payments on delivery without assigning any cause for such action. The failure or refusal of Buyer to comply with the requirements which the Seller may impose hereunder as to payment shall entitle the Seller to suspend delivery pending such failure or refusal or to terminate this agreement forthwith. The suspension or termination of this agreement because of the failure of Buyer to perform any of the agreements herein contained shall not in any way prejudice Seller's other rights hereunder.

If Buyer's account with Eastern Aviation Fuels is in arrears, the Buyer hereby agrees that the Seller, at his discretion, may request credit card companies to reimburse Eastern Aviation Fuels with Buyer's credit card receipts and hereby authorizes the credit card company to send credit card reimbursement to Eastern Aviation Fuels.

It is further agreed that the Seller, in lieu of reimbursing Buyer for credit card receipts, may apply the reimbursement to the outstanding balance on Buyer's account.

6. ATTORNEY AND/OR COLLECTION FEES: If the Buyer becomes in default of the terms of this agreement, Buyer agrees to a late payment charge on any delinquent balance in the amount of 1.5% per month, 18.0% per annum or the maximum amount permitted by law from the date of default. Buyer agrees to pay any attorney or collection fees if incurred in the collection of any delinquent balance or the enforcement of this contract.

7. TAXES, FEES, AND AIRPORT CHARGES: Any tax or other charge imposed by any governmental authority or other agency upon the commodity herein sold, or on the production, sale, transportation, or delivery thereof, or any feature thereof or of this agreement, existing at the time of delivery thereunder, shall be added to the price hereunder and paid by Buyer.

8. FAILURE TO PERFORM: If Seller's supplier should at any time during the life of this contract discontinue the marketing of any or all grades of aviation fuels in Buyer's territory, Seller shall be relieved of all obligation to sell or deliver such discontinued grade or grades to Buyer and Buyer shall be at liberty to purchase such discontinued grade or grades from other sources.

9. CONDITIONS: All orders hereunder will be filled with reasonable promptness, but it is mutually agreed that Seller shall not be obligated to furnish goods hereunder, nor be liable in damages for failure to do so, in the event acts of God, strikes, difficulties with its workers, lockouts, fires, foreign or domestic governmental authority, war conditions in this and any foreign country, accident, delays by railway or other methods of transportation, or other causes beyond its control, shall render it impossible for Seller to do.

10. TRADEMARKS: Seller grants to Buyer a nonexclusive, non-transferable right to use the "Shell Aviation" brand or licensed trademark in connection with the sale of Aviation Fuel at Buyer FBO. Buyer will conform to the branding rules of usage set forth by Seller. Nonconformance to these rules will result in the de-branding of the Buyer FBO.

11. HEALTH, SAFETY & ENVIRONMENTAL ("HS&E") COMPLIANCE:

(a) Product Handling - Buyer shall exercise extreme caution in the storing, handling, and dispensing of Aviation Fuel, including daily inspection of all storage and dispensing equipment to prevent or eliminate contamination in any form, including commingling with other fuels. Buyer shall, immediately notify Seller of any instance of Aviation Fuel contamination or commingling with other fuels.

(b) Environmental Compliance - Buyer shall observe any and all federal, state, and municipal laws, ordinances, rules and regulations, user permits, and the like pertaining to the composition, handling, storage and dispensing of Aviation Fuel purchased hereunder including, without limitation, any and all laws, ordinances, rules and regulations pertaining to the volatility or vapor pressure of Aviation Fuel and the storage of same in aboveground or underground

storage tanks. Buyer shall comply with any reasonable program instituted by Seller to assure compliance with any such laws, ordinances, rules and regulations.

12. INSURANCE TO BE MAINTAINED BY BUYER: Buyer shall purchase and maintain at Buyer's expense the following insurance coverage in order to be a branded Shell Aviation FBO:

(a) Commercial General Liability Insurance, including premises and operations as well as products/completed operations liability for aviation products and refueling operations with minimum limits of five hundred thousand dollars (\$500,000) without restrictive per person sub-limits for bodily injury and/or property damage.

(b) Name both Shell Aviation, d.b.a. Shell Oil Products Company U.S., LLC and Eastern Aviation Fuels, Inc., as additional insured parties with respect to liability arising from Buyers aviation operations. Operations including refueling, de-fueling and/or lubrication of aircraft.

Excess Aviation Refueling Liability Insurance in the amount of 50 million dollars (\$50,000,000) will be provided Buyer free of charge provided Buyer secures and maintains said underlying insurance.

In the event Buyer is able to secure said insurance, only with \$100,000 per-person sub-limits for bodily injury Buyer will be permitted to be a branded Shell Aviation FBO, but will not be eligible for the 50 million excess liability insurance program.

Buyer may elect not to participate in the Excess Aviation refueling Liability Insurance program, but will be required to maintain insurance meeting the above criteria to be a branded Shell Aviation FBO.

13. CHARGE / CREDIT CARD PROGRAM : Invoices from credit and charge card sales may be purchased by Seller from Buyer for approved charge and credit cards, but only as to such merchandise and services and upon such express regulations and instructions as may be set forth in the "Shell Merchant Terms and Operating Procedures Manual" published by Seller and furnished to Buyer from time-to-time. Upon failure by Buyer to comply strictly with such regulations and instructions, Seller shall have the right to charge back to Buyer any amounts represented by non-complying sales. Such regulations and instructions, as amended or supplemented from time-to-time at Seller's sole discretion, shall be deemed part of this Agreement. Buyer shall accept and honor all credit card, charge card, fuel card, contract fuel, and other payment methods designated by Seller. All transactions shall be processed via point-of-sale devices and web-enabled processing solutions that are designated and provided by Seller or 3rd party software vendors designated and approved by Seller.

14. CONTRACT FUEL PROGRAM : Seller offers a comprehensive Contract Fuel Program, and Buyer agrees to participate in this program exclusively. Buyer represents and warrants that all contract fuel sales will be through Seller's Contract Fuel Program and that it will not use any other Supplier or Reseller Contract Fuel Program. Buyer agrees that into-wing services provided by Buyer to Seller's contract fuel customers will be at a fee lower than any other fee offered to other Resellers. Buyer agrees to process all Reseller transactions via Seller's Contract Fuel Program.

15. NOTICES: Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested:

SELLER: EASTERN AVIATION FUELS, INC.
Post Office Box 12327
New Bern, North Carolina 28561

BUYER: CITY OF DALTON, GEORGIA
Post Office Box 1205
Dalton, GA 30722

16. INCENTIVE: Eastern Aviation Fuels Inc. will provide the equipment and installation only for the self serve facility. This will include the M-4000 credit card reader and installation. Estimated value of this equipment is \$15,000. Installation is an additional \$3000 for a total of \$18,000. At the end of the seven year period, said equipment will become the property of the City of Dalton. If the City of Dalton defaults on the contract and is no longer a customer of Eastern Aviation Fuels, Inc., then the equipment will be prorated at \$2,571.43 annually over a seven year period and any remaining balance will be payable to Eastern Aviation Fuels, Inc. All maintenance on the facility and equipment will be the sole responsibility of the City of Dalton for the duration of the contract. All site prep, concrete work, electrical, phone line, cellular, will be supplied by the City of Dalton.

17. MERGER: There is no arrangement, agreement or understanding, by or between the contracting parties expressed or implied in any manner relating to the subject matters hereof nor herein specifically stated, and this Agreement shall not be altered or amended except in writing signed by both Buyer and Seller.

This the _____ 2018.

EASTERN AVIATION FUELS, INC.

By: _____
Robert L. Stallings, IV, President

WITNESS: _____

CITY OF DALTON, GEORGIA

By: _____
Dennis Mock, Mayor

WITNESS: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11-5-18

Agenda Item: Resolution 18-12 Regarding Support of Amendment to Georgia Revenue Bond Law

Department: Board of Directors, WLSF (Dalton Utilities)

Requested By: Tom Bundros

Reviewed/Approved by City Attorney? Yes

Cost: N/A

Funding Source if Not in Budget N/A

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

This resolution expresses support from City of Dalton for state legislators to amend certain sections of the Georgia Revenue Bond Law to allow the use of Revenue Bonds to fund capital improvements and support for the infrastructure of Dalton Utilities used for the generation and transmission of electricity.

RESOLUTION 18-12

RESOLUTION REGARDING SUPPORT OF
AMENDMENT TO GEORGIA REVENUE BOND LAW

WHEREAS, the Board of Water, Light and Sinking Fund Commissioners of the City of Dalton, doing business as Dalton Utilities (“Dalton Utilities”), from time to time wishes to fund capital improvements and infrastructure support for its operations through the issuance of general revenue bonds by and through the City of Dalton, and;

WHEREAS, Dalton Utilities by and through the City of Dalton pursuant to Georgia statute and after the required legal approval process may issue general revenue bonds without a voter referendum to fund capital improvements and infrastructure support for Dalton Utilities’ water, wastewater and natural gas infrastructure, and;

WHEREAS, the current Georgia Revenue Bond Law requires a voter referendum for the issuance of general revenue bonds to fund capital improvements and support for the infrastructure of Dalton Utilities used for the generation and transmission of electricity, and;

WHEREAS, in order to remain competitive and continue to make capital improvements and support the infrastructure used by Dalton Utilities for the generation and transmission of electricity (including the City of Dalton’s ownership interests in various power plants and transmission assets), Dalton Utilities, by and through the City of Dalton desires to issue general revenue bonds without a voter referendum in order to efficiently and effectively improve and support its infrastructure used for the generation and transmission of electricity, and;

WHEREAS, the issuance of general revenue bonds for the improvement and support of the infrastructure used for the generation and transmission of electricity by Dalton Utilities would not amount to a tax pledge by the City of Dalton and would be repaid only from the revenues of Dalton Utilities, and;

WHEREAS, the ongoing improvement and support of the infrastructure used by Dalton Utilities for the generation and transmission of electricity is important to the citizens and businesses located within the City of Dalton, and;

WHEREAS, the ongoing improvement and support of the infrastructure used by Dalton Utilities for the generation and transmission of electricity is important to the future economic development needs and growth of the City of Dalton, and;

WHEREAS, the current Georgia Revenue Bond Law requiring a voter referendum for the issuance of general revenue bonds for the improvement and support of infrastructure used for the generation and transmission of electricity is an impediment to Dalton Utilities’ desire to effectively, efficiently and competitively improve and support its infrastructure used for the generation and transmission of electricity;

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Dalton supports a change of the Georgia Revenue Bond Law to remove the requirement that a voter

referendum must be held in order for Dalton Utilities, through the Board of Water, Light and Sinking Fund Commissioners by and through the City of Dalton to issue general revenue bonds for the purpose of improving and supporting the infrastructure used by Dalton Utilities for the generation and transmission of electricity.

IT IS SO RESOLVED, this ____ day of _____, 2018.

CITY OF DALTON

Dennis Mock, Mayor

Attest: _____
Bernadette Chattam, City Clerk

(SEAL)

Revenue Bond Legislation

- Remounting effort for 2019
- Message
 - Revenue Bonds – no tax pledge
 - Achieves parity
 - Municipal electric providers
 - Electric distribution, natural gas, water, wastewater
 - Public infrastructure
- Need
 - T&D
 - ITS: \$30-35M
 - Economic Load Growth: \$25-35M
 - Vogtle Contingency
- Publicity
- Resolution to support DU going forward



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11-5-18

Agenda Item: Resolution 18-13 Authorizing Sale Of Property

Department: Board of Directors, WLSF (Dalton Utilities)

Requested By: Tom Bundros

Reviewed/Approved by City Attorney? Yes

Cost: N/A

Funding Source if Not in Budget N/A

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

The Board of Water, Light and Sinking Fund Commissioners of the City of Dalton has determined that it is consistent with the best interests of Dalton Utilities that Dalton Utilities to sell certain real property, as described in Exhibit "A" (the "Property") to Inteplast Group, Ltd. or its Affiliates (the "Proposed Sale") and accordingly has approved such transactions

RESOLUTION 18-13

RESOLUTION AUTHORIZING THE SALE OF UTILITY PROPERTY

WHEREAS, the Board of Water, Light and Sinking Fund Commissioners of the City of Dalton has determined that it is consistent with the best interests of Dalton Utilities that Dalton Utilities to sell certain real property, as described in Exhibit “A” (the “Property”) to Inteplast Group, Ltd. or its Affiliates (the “Proposed Sale”) and accordingly has approved such transactions and recommended approval of such transactions to the Mayor and Council of the City of Dalton;

NOW, THEREFORE, BE IT RESOLVED, that the City of Dalton is hereby authorized to enter into any and all contracts necessary to consummate the Proposed Sale; and

WHEREAS, the City of Dalton, under the authority of O.C.G.A. § 36-37-7 has agreed to the Proposed Sale;

WHEREAS, the terms of the Proposed Sale, including the proposed sales price of \$113,745.00, have been reviewed and approved by the City of Dalton;

BE IT FURTHER RESOLVED, that the Mayor of the City of Dalton be, and is hereby is, authorized and empowered to take such actions and to execute for and on behalf of the City of Dalton those certain Warranty Deeds, Settlement Statements, Affidavits, and such other agreements, instruments, certificates, assignments, papers and documents which, may be necessary or desirable to effect the said Proposed Sale; and such agreements, instruments, certificates, assignments, papers and documents shall be in such form and contain such terms and conditions as may be approved by the Mayor on behalf of the City of Dalton, and the execution of such agreements, instruments, certificates, assignments, papers and documents by the Mayor on behalf of the City of Dalton as herein authorized shall be conclusive evidence of any such approval.

BE IT FURTHER RESOLVED, that all acts and doings of the Mayor in connection with the Proposed Sale which are in conformity with the purposes and intents of these Resolutions and in the furtherance of the transactions contemplated hereby and thereby shall be, and the same hereby are, in all respects approved and confirmed.

BE IT FURTHER RESOLVED, that the signature of the Mayor to any of the consents, agreements, instruments, certificates, assignments, papers and documents executed and delivered in connection therewith shall be conclusive evidence of the authority of the Mayor to execute and deliver such consents, agreements, instruments, certificates, assignments, papers and documents on behalf of the City of Dalton.

BE IT FURTHER RESOLVED, that the Clerk or any Assistant Clerk of the City of Dalton be, and each hereby is, authorized to attest the signature of any officer of the City of Dalton and impress or attest the City of Dalton’s seal appearing on any agreement, instrument,

certificate, financing statement, assignment, paper or document executed in connection with any of the foregoing Resolutions, but shall not be obligated to do so, and the absence of the signature of the Clerk or any Assistant Clerk of the City of Dalton or the City of Dalton's seal on any such agreement, instrument, certificate, financing statement, assignment, paper or other document shall not affect its validity or the obligation of the Mayor and Council of the City of Dalton thereunder.

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

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

ADOPTED AND APPROVED this _____ day of _____, 2018.

City of Dalton, Georgia

By: _____
Dennis Mock, Mayor

Attest: _____
Clerk

(SEAL)

EXHIBIT "A"

Tract No. 1:

All that tract or parcel of land lying and being in Land Lot No. 276 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described according to a plat of survey prepared for P & O Packaging Acquisition, LLC by William C. White, Georgia Registered Land Surveyor No. 2947, dated April 14, 2015, and being more particularly described according to said survey as follows:

BEGINNING at an iron pin located in the east right of way line of Needham Drive (50' R/W, f/k/a Dee Street), said point being located in an southerly direction, as measured along said right of way line, a distance of 1,016.85 feet from the point of intersection of said right of way line with the south right of way line of Grace Street; thence south 79 degrees 58 degrees 53 seconds east a distance of 328.86 feet to an iron pin; thence south 11 degrees 30 feet 20 seconds west a distance of 117.67 feet to an iron pin; thence south 80 degrees 10 minutes feet 20 seconds west, along the north right of way line of the Southern Railway Company Spur, a distance of 193.09 feet; running in a westerly direction, along the north right of way line of the Southern Railway Company Spur, along a curve to the left (550.0' Radius) an arc distance of 129.68 feet, said curve being subtended by a chord bearing of south 73 degrees 25 feet 03 seconds west, and a chord length of 129.38 feet; thence south 66 degrees 39 feet 45 seconds west, along the north right of way line of the Southern Railway Company Spur, a distance of 72.41 feet to an iron pin; thence north 16 degrees 30 feet 44 seconds east, along the east right of way line of Needham Drive, a distance of 282.75 feet to the TRUE POINT OF BEGINNING.

Tract No. 2:

All that tract or parcel of land lying and being in Land Lot No. 276 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described according to a plat of survey prepared for P & O Packaging Acquisition, LLC by William C. White, Georgia Registered Land Surveyor No. 2947, dated April 14, 2015, and being more particularly described according to said survey as follows:

BEGINNING at an iron pin located in the east right of way line of Needham Drive (50' R/W, f/k/a Dee Street), said point being located in an southerly direction, as measured along said right of way line, a distance of 1,377.75 feet from the point of intersection of said right of way line with the south right of way line of Grace Street; thence north 66 degrees 39 feet 45 seconds east, along the south right of way line of the Southern Railway Company Spur, a distance of 122.49 feet; thence running in an easterly direction, along the south right of way line of the Southern Railway Company Spur, along a curve to the right (490.0' Radius) an arc distance of 115.54 feet, said curve being subtended by a chord bearing of north 73 degrees 25 minutes 03 seconds east, and a chord length of 115.27 feet; thence north 80 degrees 10 minutes 20 seconds east, along the south right of way line of the Southern Railway Company Spur, a distance of 169.75 feet to an iron pin; thence south 11 degrees 25 feet 21 seconds west a distance of 85.09 feet to an iron pin; thence south 23 degrees 58 feet 16 seconds west a distance of 131.23 feet to an iron pin; thence

south 64 degrees 20 feet 21 seconds west a distance of 517.24 feet to an iron pin; thence north 26 degrees 01 feet 05 seconds east, along the east right of way line of Needham Drive a distance of 48.60 feet; thence north 25 degrees 57 feet 19 seconds east along the east right of way line of Needham Drive, a distance of 80.06 feet; thence north 25 degrees 52 feet 27 seconds east, along the east right of way line of Needham Drive, a distance of 177.84 feet; thence north 16 degrees 30 feet 44 seconds east, along the east right of way line of Needham Drive, a distance of 43.00 feet to the TRUE POINT OF BEGINNING.

[Space above this line for recording data.]

Please Record and Return To:

LIMITED WARRANTY DEED

Georgia, Whitfield County

THIS INDENTURE made this ____ day of _____, 2018, between the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia, Grantor, and **P&O Packaging LLC**, a Delaware limited liability company, Grantee.

The words “Grantor” and “Grantee” whenever used herein shall include all individuals, corporations and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein.

THE GRANTOR, for and in consideration of the sum of ten dollars and other valuable considerations, in hand paid at or before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell and convey unto the said Grantee all that tract or parcel of land as more particularly described in Exhibit “A” attached hereto, reference to which is hereby made and incorporated herein by reference.

THIS CONVEYANCE is made subject to all zoning ordinances, easements, and restrictions of record insofar as the same may lawfully affect the above-described property.

TO HAVE AND TO HOLD the said tract of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit and behoof of the said Grantee forever, in Fee Simple, the said Grantor hereby covenanting that

the above-described property is free and clear from any encumbrance done or suffered by Grantor. The said Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the lawful claims of all persons claiming by, through or under the said Grantor.

IN WITNESS WHEREOF, this deed has been duly executed and sealed by Grantor the day and year first above written.

Signed, sealed and delivered
In the presence of:

City of Dalton, Georgia

Unofficial Witness

By:_____
Mayor

Notary Public

Attest:_____
Clerk

My commission expires:

[Notarial Seal]

[Seal]

EXHIBIT "A"

Tract No. 1:

All that tract or parcel of land lying and being in Land Lot No. 276 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described according to a plat of survey prepared for P & O Packaging Acquisition, LLC by William C. White, Georgia Registered Land Surveyor No. 2947, dated April 14, 2015, and being more particularly described according to said survey as follows:

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BEGINNING at an iron pin located in the east right of way line of Needham Drive (50' R/W, f/k/a Dee Street), said point being located in an southerly direction, as measured along said right of way line, a distance of 1,377.75 feet from the point of intersection of said right of way line with the south right of way line of Grace Street; thence north 66 degrees 39 feet 45 seconds east, along the south right of way line of the Southern Railway Company Spur, a distance of 122.49 feet; thence running in an easterly direction, along the south right of way line of the Southern Railway Company Spur, along a curve to the right (490.0' Radius) an arc distance of 115.54 feet, said curve being subtended by a chord bearing of north 73 degrees 25 minutes 03 seconds east, and a chord length of 115.27 feet; thence north 80 degrees 10 minutes 20 seconds east, along the south right of way line of the Southern Railway Company Spur, a distance of 169.75 feet to an iron pin; thence south 11 degrees 25 feet 21 seconds west a distance of 85.09

feet to an iron pin; thence south 23 degrees 58 feet 16 seconds west a distance of 131.23 feet to an iron pin; thence south 64 degrees 20 feet 21 seconds west a distance of 517.24 feet to an iron pin; thence north 26 degrees 01 feet 05 seconds east, along the east right of way line of Needham Drive a distance of 48.60 feet; thence north 25 degrees 57 feet 19 seconds east along the east right of way line of Needham Drive, a distance of 80.06 feet; thence north 25 degrees 52 feet 27 seconds east, along the east right of way line of Needham Drive, a distance of 177.84 feet; thence north 16 degrees 30 feet 44 seconds east, along the east right of way line of Needham Drive, a distance of 43.00 feet to the TRUE POINT OF BEGINNING.

GRANTOR HEREBY RESERVES an easement for the construction, maintenance and operation of the two gas metering regulating stations located on the above described property all as more particularly described and delineated on the plat of survey prepared for P & O Packaging Acquisition, LLC by William C. White, Georgia Registered Land Surveyor No. 2947, dated April 14, 2015 and recorded in Plat Cabinet _____ Slide _____, Whitfield County, Georgia Land Records.

GRANTOR HEREBY RESERVES an easement for ingress and egress to and from the two gas metering regulating stations located on the above described property all as more particularly described and delineated on the plat of survey prepared for P & O Packaging Acquisition, LLC by William C. White, Georgia Registered Land Surveyor No. 2947, dated April 14, 2015 and recorded in Plat Cabinet _____ Slide _____, Whitfield County, Georgia Land Records.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11/05/2018

Agenda Item: Drainage Study to Analyze Flooding at Crown Gardens and Archives and Downstream Pipe Capacities

Department: Public Works

Requested By: Andrew Parker

Reviewed/Approved by City Attorney? Yes

Cost: \$15,093.00 + \$3,500 for Surveying

Funding Source if Not in Budget 2015 SPLOST (Roads, Bridges, and Stormwater Category)

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

The Public Works Department requested a proposal from Southeastern Engineering, Inc. (SEI) to perform a drainage/flood study at the historic Crown Garden and Archives property located at 715 Chattanooga Ave.

According to the Historical Society, the building has flooded three (3) times since 2009 when some driveway pipes were installed downstream at the Crown Mill Pocket Park. One of the events was on July 6, 2018 when Dalton received over 3 inches of rain over a 45 minute period. The building flooded inside that day between 4-5 inches and the storage building flooded approx.. 19 inches.

A portion of the building is in Flood Zone AE, but based on conversations with the Historical Society and internal staff, the building didn't have flooding issues until 2009.

This study would include a field survey of the property and five (5) downstream driveway crossings that have pipe culverts. Following the field survey, SEI will complete a comprehensive drainage study to determine the capacities of the downstream pipes and develop a set of repair plans to correct this ongoing issue.

The funding for this project will come from the 2015 SPLOST (Roads, Bridges, and Stormwater category). SEI is GDOT pre-qualified to perform hydraulic and hydrological studies.



2470 Sandy Plains Rd
Marietta, GA 30066
P (770) 321-3936
F (770) 321-3935

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT made by and between Southeastern Engineering, Inc., and the client identified herein, provides for the following Professional Engineering Services under the Scope of Services section of this agreement

CLIENT:

Attn: Mr. P. Andrew Parker, PE
City of Dalton Assistant Public Works Director
535 Elm Street
Dalton, GA 30722

PROJECT NAME: Crown Creek Drainage Study in Dalton Georgia

PROJECT UNDERSTANDING

SEI understands that the City of Dalton Public Works needs an engineering drainage study for Crown Creek at the Crown Gardens & Archives located at 715 Chattanooga Avenue in the city of Dalton.

SCOPE OF SERVICES

Task 1 – Basin Delineation & Existing Drainage Analysis

The existing drainage area will be delineated based on provided GIS information from the City, County or Quad Maps. These areas will be used to determine peak flows and to evaluate the existing pipes at the driveway in question to determine what design peak storms they currently meet. In addition to the existing pipes at the driveway going into 715 Chattanooga Avenue, SEI drainage engineers will also evaluate the next three crossing downstream going into Columbia Recycling Corporation before Crown Creek discharges into Mill Creek and one additional crossing upstream to ensure that any drainage modifications made at the driveway at 715 Chattanooga Avenue do not adversely impact these three downstream structures and the one upstream. The deliverable for phase of design will be delineated basins with existing peak flow parameters. SEI assumes that all survey required for this analysis will be provided by the City of Dalton.

Task 2 – Proposed Drainage Analysis

Once the existing basin has been delineated and the existing pipes analyzed, an iterative drainage design process will begin to determine what new drainage configuration will best suited for this location to alleviate the drainage issue. Various types of drainage structures as well as various peak storm flows will be considered and compared to determine what is the most cost-effective solution. Up to three proposed alternatives will be presented to the City for consideration along with high level Engineers Construction Cost Estimates for each option.

Once the City selects the new drainage configuration, SEI roadway engineers will put together plan and profile sheets with quantities for the City. These plans can be used by the City to install or let to construction.

GDOT Standard Pay Items will be used for all the quantiles for the project and GDOT Standard Drawing and Construction Details will be utilized for the proposed design.

Task 3 – Coordination

SEI will coordinate with the City of Dalton as needed throughout the design process in order to meet the project goals. SEI will have one on-site/Public Works Department project meeting with the City to discuss the three alternatives, as outlined in Task 2 above, so SEI can explain the pros and cons of each alternative along with engineer's construction cost estimates for each so a well-informed selection of the final alternative can be made by the City.

COMPENSATION

PLEASE INITIAL EACH AUTHORIZED TASK BOX WHERE THERE IS A FEE:

PROFESSIONAL FEES			
Description	Task Subtotal	Billed	Initials
Task 1 – Basin Delineation and Existing Drainage Analysis	\$3,386.00	Monthly, % complete of Allowance	
Task 2 – Drainage Design	\$9,160.00	Monthly, % complete of Allowance	
Task 3 – Coordination	\$2,546.00	Monthly, % complete of Allowance	
Total	\$15,093.00		

SCHEDULE

SEI can initiate work on this project immediately upon notice to proceed. SEI will provide a schedule with regular updates and will have all information delivered to the client in advance of submission to the jurisdiction.

Direct expenses are included in the fees subtotaled in the above table. Direct expenses not furnished directly by SEI will be billed at cost and may include but are not limited to special fees, permits, insurance, etc., printing and photographic reproduction, sub-contractors, rental of equipment and vehicles, shipping/transportation, meals and lodging, bonds, laboratory testing and supplies. Exclusions to the contract are noted in Attachment A.

SEI will cease work and notify you as soon as possible if additional professional services are required beyond the scope of work defined in the Scope of Services section above. Additional services will be billed according to the Rate Scheduled in Attachment B.

Payment is due upon receipt of invoice. Finance charges of one and one-half percent (1.5%) will be added to the unpaid balance beginning 30 days after invoice date. Any changes and/or revisions to this contract shall be agreed upon and initialed by all parties. This proposal shall be considered valid for a period of ninety (90) days from the date on page one (1).

IN WITNESS WHEREOF, the Agreement is accepted on the later date written below, subject to the terms and conditions stated above and attached to the Agreement in Attachment C.

CLIENT	SOUTHEASTERN ENGINEERING, INC.
Signed _____	Signed _____
Name (Typed) _____	Name (Typed) _____
TITLE _____	TITLE _____
DATE _____	DATE _____

ATTACHMENT A

EXCLUSIONS:

This agreement does not include the following:

- ☒ Zoning or zoning modification applications and coordination
- ☒ GDOT or other agency coordination
- ☐ Community coordination meetings
- ☐ Graphic design
- ☒ Traffic engineering services
- ☒ Land surveying services
- ☒ Structural engineering and inspection
- ☒ Soil testing/geotechnical analysis of existing soils or levels of compaction
- ☒ Subsurface utility location and/or investigation
- ☒ Utility capacity analyses
- ☒ Offsite utility evaluation and/or extension
- ☒ Offsite utility easements
- ☒ Utility coordination
- ☒ Stream buffer variance - variance through EPD and/or local jurisdiction
- ☒ Offsite silt study
- ☒ Dam breach
- ☒ FEMA coordination and/or letter of Map Revision
- ☒ MS4 requirements
- ☒ Architectural services
- ☒ Landscape architectural services
- ☒ Irrigation design
- ☒ Tree survey and/or as-builts
- ☒ Planting plans
- ☒ Inspecting and/or placing plants on site
- ☒ State waters and/or wetland location, delineation and/or permitting through USACE
- ☒ Preparation of Storm Water Management, Inspection and Maintenance Agreement or similar/related documents
- ☒ LDP submittal or revisions
- ☒ Final plat submittal or revisions
- ☐ Cost estimates or Quantity take offs
- ☒ Construction management, contract administration or price/cost negotiations of construction work
- ☒ Settlement of disputes of claims due to contractor default or insolvency or discontinuation of work
- ☒ Maintenance services (post-construction or otherwise)

ATTACHMENT B

HOURLY RATE SCHEDULE:

Services shall be invoiced according to the following rates:

Environmental Personnel:

Environmental Scientist I:	\$85/hr.
Environmental Services Manager:	\$145/hr.

Planning and Landscape Architecture Personnel:

Administrative:	\$60/hr.
Technician:	\$50/hr.
Land Planner:	\$95/hr.
Landscape Architect:	\$95/hr.

Engineering Personnel:

Administrative:	\$60/hr.
Technician:	\$50/hr.
Designer I:	\$70/hr.
Designer II:	\$90/hr.
Designer III:	\$105/hr.
Engineer I:	\$85/hr.
Engineer II:	\$105/hr.
Engineer III:	\$135/hr.
Project Manager:	\$140/hr.
Principal:	\$250/hr.

Surveying Personnel:

Field Crew: (2 Man)	\$140/hr.
Field Crew: (2 Man OT)	\$210/hr.
Field Crew (3 man):	\$185/hr.
Field Crew: (3 Man OT)	\$277.50/hr.
GPS Field Crew:	\$175/hr.
Senior Land Surveyor:	\$195/hr.
Registered Land Surveyor:	\$135/hr.
Survey Project Manager:	\$115/hr.
Field Manager:	\$95/hr.
Survey Technician 1:	\$75/hr.
Survey Technician 2:	\$85/hr.
Survey Technician 3:	\$95/hr.
Administrative:	\$55/hr.

Note: Personnel include direct and contract employees.

ATTACHMENT C

GENERAL CONDITIONS:

- A. **ENTIRE AGREEMENT AND ACCEPTANCE:** This CONTRACT comprises the full and entire agreement between the parties affecting all matters herein described, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized. Except for verbal authorization for additional work (which authorizations subsequently are confirmed in writing by ENGINEER), ENGINEER shall not be bound by any instructions, statements, or writings that are not expressly contained herein. These terms and conditions may be accepted only on the exact terms set forth herein and such terms and conditions supersede all prior discussions, understandings, or agreements related to this CONTRACT. Acceptance is made by CLIENT who either owns the subject project site or has an agreement with or the permission of the property owner which permits the ENGINEER to perform services at or related to the property.
- B. Our professional services shall be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted engineering, surveying and landscape architecture practices. This warranty is in lieu of all other warranties, either implied or expressed. SEI assumes no responsibility for interpretation made by others based upon the work or recommendations made by SEI
- C. **SCOPE OF SERVICES AND EXTRA WORK:** The scope of ENGINEER's services hereunder is strictly limited to the services described in the contract, and ENGINEER shall have no obligations beyond such scope. Further, ENGINEER shall have no obligation to perform, and shall not be liable for any investigations or field observations relating to the project, unless such investigations or field observations are expressly provided in this CONTRACT. The CLIENT shall pay ENGINEER additional fees and reimbursables for work required for the project and for services requested by CLIENT, orally or in writing, if such work or services are not expressly described hereof, including, but not limited to, services involving redesign, change in scope of the project or additional work or services resulting from delays caused by others than the ENGINEER.
- D. It is agreed that the Owner/Client will limit any and all liability for any damage on account of any error, omission or other professional negligence to a sum not to exceed the fee for services provided. For additional liability coverage from the undersigned, a fee of 2% of the liability amount requested must be paid to the undersigned prior to commencement of this project.
- E. *To the extent permitted by law*, the Owner/Client agrees to defend, indemnify and hold SEI harmless from any claims, liability, or defense cost in excess of the limits determined above for injury or loss sustained by any party from exposures allegedly caused by SEI, performance of services hereunder, except for injury or loss caused by the sole negligence or willful misconduct of SEI.
- F. In the event, the Owner/Client makes claim against SEI at law or otherwise, for an alleged error, omission or other act arising out of the performance of our professional services, and the Owner/Client fails to prove such claim, then the Owner/Client shall bear all cost incurred by SEI in defending itself against such claim (s). The reciprocal of this clause (i.e., a claim made by SEI against the Owner/Client where failure of proof of claim is established, financial responsibility for Owner/Client's defense shall rest upon SEI) is hereby made a part of this Agreement.
- G. It is understood and agreed that SEI, shall not be held responsible for any inaccuracies in any materials, data or records of any other person, firm or agency which are provided to it and/or may be utilized by it in the performance of specific services.
- H. Should client be a Corporation or Partnership, the person signing this work order agrees to take full personal financial responsibility for the payment of the amounts specified herein and hereby waives right to personal property exemptions pursuant to collection thereof.
- I. In the event additional services beyond the scope of work listed above are required by Owner/Client, we shall perform these services for an amount equal to normal hourly charges on work actually performed upon approval by Owner/Client. We shall submit monthly invoices for services outlined in this agreement. Payment is due upon receipt of invoice. Finance charges of one, one-half percent (1.5%) will be added to any unpaid balance at the end of 30 days (APR 18%). When an invoice is 60 days in arrears, ENGINEER shall have the further right to

discontinue further services and assess an additional 10% of the unpaid balance of \$100.00 minimum charge, whichever is greater, before providing further services of any kind to the subject project or CLIENT. Any inquiries about invoices should be made within 15 days of the invoice date.

- J. Either party may terminate this agreement with ten (10) days written notice. Outstanding fees for services performed prior to termination shall be due and payable upon termination. In the event government regulations are amended or changed in any way, or if the services outlined in this proposal have not been authorized within thirty (30) days of this proposal, fees quoted are subject to revision.
- K. Should the client be a 'Prime Consultant' where SEI is acting as a sub-consultant to the 'Prime Consultant' and the 'Prime Consultant' is a Corporation or partnership, working as consultant to the actual owner of the project, the representative signing this contract agrees that the company for which he is employed and represents will take full financial responsibility for the payment of the amounts specified herein regardless of whether or not the actual owner/developer of the property pays the 'Prime Consultants' own invoices. Note: This clause does not exclude SEI's right to legally pursue the physical owner of the property in the event of non-payment by the Client or 'Prime Consultant.'
- L. All original papers, documents, electronic data and all work product and copies thereof, produced as a result of this contract shall remain the property of SEI and may be used by the SEI without further consent of the Client.
- M. Owner/Client shall pay SEI all costs and expenses incurred or paid by SEI in connection with the collection of any sums due hereunder, including without limitation, reasonable attorneys' fees of no less than 15% of the amount for which collection is sought.
- N. Under no circumstances shall either party be liable to the other party for any indirect, incidental, economic, special, punitive or consequential damages, whether for breach of contract, negligence, or under any other cause of action, that results from the relationship or the conduct of business contemplated herein.
- O. HIDDEN CONDITIONS: A structural condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If the SER has reason to believe that such a condition may exist, the client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) the SER has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and the SER shall not be responsible for the existing condition nor any resulting damages to persons or property.
- P. AR. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to Arbitrate, shall be determined exclusively by Arbitration before the American Arbitration Association-Commercial Division in Atlanta Georgia pursuant to its rules. Judgment on the Award may be entered exclusively in the Fulton County Superior Court of Georgia. This clause shall not preclude or restrict the Parties from seeking provisional remedies in aid of arbitration exclusively from the Fulton County Superior Court of Georgia, and the Parties herein waive any claim(s) that jurisdiction and/or venue is otherwise.
- Q. NO WAIVER: The failure of ENGINEER to enforce, at any time or for any period of time, any one or more of the provisions of the CONTRACT shall not be construed to be, and shall not be, a waiver of any such provision or of its right thereafter to enforce each and every such provision.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11/05/2018

Agenda Item: Supplement to Agreement with Terracon for Final Walk-Thru Inspection of Asbestos Abatement at 2007 Tampico Way (Former Econo Lodge)

Department: Public Works

Requested By: Andrew Parker

Reviewed/Approved by City Attorney? No

Cost: Lump sum fee of \$1,325 / Additional Sampling (only if required) will be billed at \$20 per sample.

Funding Source if Not in Budget General Fund

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

Terracon Consultants, Inc. previously had an agreement with the City to perform a detailed site inspection of the former Econo Lodge to determine if the site had asbestos containing materials (ACM). They completed their sampling and report which confirmed several sources of ACM which will be abated prior to demolition of structures located on the nuisance property.

This supplement to the original inspection report agreement will allow for Terracon to perform a final walk-thru inspection of the site to ensure that the abatement contractor properly removed all ACM in accordance with EPD requirements.

The lump sum fee for this final walk-thru is \$1,325.00 and if additional samples are required, they will be billed at \$20/sample.

It is anticipated that the owner of the property will reimburse the City for these expenses; otherwise, a lien will be placed against the property for all cost incurred.

SUPPLEMENT TO AGREEMENT FOR SERVICES

CHANGE TO SCOPE OF SERVICES AND FEES

This **SUPPLEMENT to AGREEMENT FOR SERVICES** to the original Agreement for Services (original Agreement dated 08/21/2018, Agreement reference number E2187132) is between City of Dalton GA ("Client") and Terracon Consultants, Inc. ("Consultant") for additional or changed Services to be provided by Consultant for Client on the Project, as described in the Agreement for Services. This Supplement is incorporated into and part of the Agreement for Services.

- 1. Scope of Services.** The scope of the additional or changed Services are described in the Scope of Services section of the Consultant's Supplemental Proposal, unless Services are otherwise described below or in Exhibit B to this Supplement (which section or exhibit are incorporated into the Supplement).

Post Remediation Oversight:

Terracon will provide remediation oversight services, as described by your office and as follows:


- Conduct a visual observation of the structures to verify complete removal of asbestos containing material;
- If sampling is required, then samples will be collected and submitted for analytical testing on a rapid turn-around schedule for \$20.00 per sample; and,
- Provide documentation of the findings of the visual observations and testing (if any) for client's records prior to demolition.

- 2. Compensation.** Client shall pay compensation for the additional or changed Services performed at the fees stated in the Supplemental Proposal unless fees are otherwise stated below or in Exhibit C to this Supplement (which section or exhibit are incorporated into the Supplement).

Visual observation of asbestos abatement and reporting prior to demolition – Lump Sum \$1,325.00

Sampling (if required) will be billed at \$20.00 per sample.

All terms and conditions of the **Agreement for Services** shall continue in full force and effect. This Supplement is accepted and Consultant is authorized to proceed.

Consultant: **Terracon Consultants, Inc.**
By:  Date: **10/25/2018**
Name/Title: **Brian W. Watson / Senior Project Environmental Scientist**
Address: **51 Lost Mound Dr, Ste 135
Chattanooga, TN 37406-1030**
Phone: **(423) 499-6111** Fax: **(423) 499-8099**
Email: **Brian.Watson@terracon.com**

Client: **City of Dalton GA**
By: _____ Date: _____
Name/Title: **Benny Dunn / Public Works Director**
Address: **PO Box 1205
Dalton, GA 30722-1205**
Phone: **(706) 278-7077** Fax: _____
Email: **bdunn@cityofdalton-ga.gov**



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11/05/2018

Agenda Item: Contract with Kadima, Inc. for Asbestos Abatement and Other Hazardous Waste Removal at the Former Econo Lodge (2007 Tampico Way)

Department: Public Works

Requested By: Andrew Parker

Reviewed/Approved by City Attorney? Yes

Cost: \$158,700.00

Funding Source if Not in Budget General Fund

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

Public Works was charged with putting out an RFP for the Asbestos Abatement and Removal of other Hazardous Waste at the former Econo Lodge (2007 Tampico Way) which has been deemed a nuisance property by Municipal Court.

Using the Terracon inspection report as the basis of the RFP, eleven (11) proposals were received on October 30th. The Department reviewed these proposals based on the RFP criteria including: lump sum cost, proposed completion schedule, list of previous clients, date of last asbestos training update, ability to meet insurance requirements, etc. All contractors submitting proposals were required to be listed on the GA EPD's approved asbestos abatement list of certified contractors.

Kadima Inc. submitted the proposal that struck the best balance between cost and completion schedule. They were the second lowest cost proposal of the 11 proposals at \$158,700 (higher than the lowest proposal by only \$370 dollars) and proposed a completion schedule of 26 calendar days (approximately half the time proposed by the lowest cost proposal). This schedule will allow for the Public Works Department to perform the demolition of the hotel buildings during mid-December. Kadima, Inc. has performed at least three (3) previous contracts for the City of Dalton and have always performed very satisfactorily.

It is anticipated that the owner of the property will reimburse the City for these expenses; otherwise, a lien will be placed against the property for all cost incurred.

CITY OF DALTON, GEORGIA



CONTRACT DOCUMENTS

For

PROJECT:

**Asbestos Abatement and Other Hazardous Waste
Removal – Former Econo Lodge (2007 Tampico Way)**

CONTRACTOR:

Kadima, Inc.

CITY OF DALTON PUBLIC WORKS DEPARTMENT

PO BOX 1205

DALTON, GEORGIA 30722

CONTRACT

THIS AGREEMENT entered into this ____ day of November, 2018, between the CITY OF DALTON, GEORGIA, a municipal corporation (the “City”), and Kadima, Inc., a State of Georgia Profit Corporation (the “Contractor”).

ARTICLE I. The Contractor hereby contracts and agrees to furnish all supervision, labor, materials, and equipment and to execute in a thorough and workmanlike manner, complete in every respect, in accordance with the specifications and other contract documents as hereinafter defined (collectively, the “Contract Documents”), and to the satisfaction of the City of Dalton, or its successor, all of the work shown, specified and otherwise required in the Contract Documents pertaining to Former Econo Lodge (2007 Tampico Way) Asbestos Abatement & Other Hazardous Waste Removal (hereinafter sometimes referred to as the “Work”).

ARTICLE II. The Contract Documents shall include, but shall not be limited to, the plans for the Work and amendments thereto, the specifications and amendments thereto, certificates, change orders, notice to proceed, and the contents of that certain publication styled: “Request for Proposals (RFP) for Project: Former Econo Lodge (2007 Tampico Way) Asbestos Abatement & Other Hazardous Waste Removal”, consisting of a cover sheet, table of contents, Sections 1.0-8.0, Attachments, Asbestos & Environmental Survey Reports from Terracon, laboratory reports, and the contents of the submitted written Proposal from Kadima, Inc. any amendments to the above described (the “Terms”), all of which are incorporated herein by reference.

ARTICLE III. One Hundred Fifty Eight Thousand Seven Hundred Dollars and Zero Cents (\$158,700.00), the sum of the Contractor’s Proposal Price shall be the amount of the compensation to the Contractor for the proper and satisfactory completion of the Work, including all contingencies, in full conformity with the Contract Documents. This compensation shall be full payment for the performance of the Work and the furnishing of labor, materials, transportation, supplies, tools, equipment, taxes, employee benefits, incidentals, services, and other items necessary or convenient for completion of the Work in a satisfactory and acceptable manner, and within the intent of the Contract Documents.

ARTICLE IV. The Contractor agrees that it is fully informed with respect to the conditions relating to the construction and labor under which the Work will be or is now being performed, and the Contractor must employ, so far as possible, such methods and means in the carrying out of his work as will not cause any interruption or interference with any other contractor.

ARTICLE V. All work and materials required under this Contract shall be in such quantities, kinds and qualities, and in such places, and of such dimensions and forms as may be designated by the Contract Documents.

ARTICLE VI. The purchase and rental of all equipment and materials, the delivery of the same, and all incidental expenses which may arise during the construction and finishing of the Work shall be at the sole cost and expense of the Contractor.

ARTICLE VII. The Contractor hereunder warrants and agrees to complete the whole of the Work contemplated in this Contract within Twenty Six (26) calendar days from the date of issuance of the notice to proceed. Time of the completion of the Work is the essence of this Contract, and the Contractor is prepared to make completion of the Work in such manner and on such dates as are herein specified. The parties agree that the sum of Three Hundred Dollars (\$300.00) per day shall be liquidated damages in case of the Contractor's failure to complete the work within the specified time. The aforementioned sum per day is not a penalty but shall be considered and taken as liquidated damages suffered by the City for each day's delay in completion of this Contract.

ARTICLE VIII. The Contractor shall provide and maintain, at its own expense, all such safeguards as may be necessary to prevent accident, injury, or damage to property or persons during the prosecution of the Work. The Contractor shall indemnify, defend, and save harmless the City, its officials, agents and employees against any and all damages, expenses (including attorneys fees), and demands arising out of or in any way connected with the performance of the Work and the Contractor shall carry and pay for both employees' and public liability insurance showing the City as an additional insured and in such amounts as will fully protect the City against all such claims.

ARTICLE IX. It is agreed that the Contractor will not assign, transfer, or sublet the Work or any part thereof without the written consent of the City.

ARTICLE X. An omission by the City to disapprove any portion of the Work not properly completed shall not be construed as an acceptance by the City of any defective work. The City shall have the authority to stop the Work and require the Contractor to remove and replace, at the Contractor's expense, any work improperly constructed before the Work is allowed to continue.

ARTICLE XI. (a) Any and all notices, offers, demands or elections required or permitted to be made under this Agreement ("notices") shall be in writing, signed by the party giving such notice and delivered personally or sent by statutory over-night delivery or certified mail, return receipt requested, to the other parties at the addresses set forth on the signature page hereof, or at such other address as the other party may hereafter give notice to the other parties as provided herein. The date of personal delivery or the date of receipt of the mailing, as the case may be, shall be the date of such notice, provided, however, that the return of the notice marked "unclaimed", "refused" or similar notation indicating the delivery of the notice to the last address designated by such recipient as provided herein by the United States Postal Service or statutory over-night carrier shall be deemed to be the date delivery was last attempted as shown and such letter a return receipt.

(b) This Agreement contains the entire understanding of the parties hereto with respect

to the subject matter hereof and shall not be amended or terminated orally, and no amendment, termination or attempted waiver shall be valid unless in writing and signed by the party sought to be bound.

(c) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

(d) Each party agrees to perform any further acts and to execute and deliver any instruments or documents that may be necessary or reasonably deemed advisable to carry out the purposes of this Agreement.

(e) If any part of this Agreement shall be held void, voidable or otherwise unenforceable by any court of law or equity, nothing contained in this Agreement shall limit the enforceability of any other part.

(f) This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors, successors-in-title, legal representatives and lawful assigns. No party shall have the right to assign this Agreement, or any interest under this Agreement, without the prior written consent of the other parties.

(g) Except as may be otherwise expressly provided in this Agreement, nothing contained herein, express or implied, is intended to, nor shall it (a) confer on any person other than the parties hereto and their respective heirs, legal representatives, successors or assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, or (b) constitute the parties hereto partners or participants in a joint venture.

(h) No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

(i) This Agreement shall be construed and enforced in accordance with the laws of Georgia.

(j) Where the context so requires, the masculine gender shall be construed to include the feminine and neuter gender, and the singular shall be construed to include the plural and the plural the single.

(k) Any action arising from or relating in any way to this Agreement shall be tried only in the Superior Court of Whitfield County, Georgia. The parties consent to jurisdiction and venue in said court and hereby waive all personal jurisdiction defenses.

(l) This is a negotiated agreement. The parties expressly waive all applicable common law and rules of construction that any provision of the Agreement should be construed against the drafter, and agree that this Agreement shall be construed as a whole, according to the fair meaning of the language used.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

Attest:

CITY OF DALTON, GEORGIA

Clerk

By: _____
Mayor

Address:
P.O. Box 1205
Dalton, GA 30722-1205

CONTRACTOR

Attest:

Kadima, Inc.

Secretary

By: _____
Principal

Address:

CONTRACT EXHIBITS

Exhibit A – “Request for Proposals (RFP) for Project:
Asbestos Abatement & Hazardous Waste Removal of
Former Econo Lodge (2007 Tampico Way)”

Exhibit B – Kadima Inc. Written Proposal

EXHIBIT A

“Request for Proposals (RFP) for Project: Asbestos Abatement & Hazardous Waste Removal of Former Econo Lodge (2007 Tampico Way)”

CITY OF DALTON, GEORGIA



CONTRACT DOCUMENTS
FOR
PROJECT:

**FORMER ECONO LODGE (2007 TAMPICO WAY)
ASBESTOS ABATEMENT & OTHER HAZARDOUS WASTE
REMOVAL**

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

REQUEST FOR PROPOSALS

ASBESTOS ABATEMENT & OTHER HAZARDOUS WASTE REMOVAL FORMER ECONO LODGE 2007 TAMPICO WAY, DALTON GA, 30720

The City of Dalton requests proposals from qualified and appropriately licensed firms for asbestos abatement and removal of other hazardous waste from the buildings located at 2007 Tampico Way. An asbestos survey report and environmental survey have been completed for the structures at the project site and will be the basis for this RFP.

The selected firm must provide all labor, materials, equipment, and other necessary resources to properly remove and dispose of the asbestos containing materials and to recycle or transport the hazardous waste materials identified to a licensed, Sub-Title C Hazardous Waste Facility in the structures at the property referenced above using the survey reports as a guide. All removal and disposal must be completed in accordance with any applicable local, state, and federal rules, regulations and other required directives. The selected firm must be a licensed Georgia Asbestos Abatement contractor to undertake the removal and disposal as may be required.

Sealed proposals will be received by the City of Dalton Finance Department located at 300 W. Waugh Street, Dalton, Georgia 30720 until:

OCTOBER 30, 2018 AT 2 PM ET

for the above referenced project. Sealed proposals received after the designated time will not be considered. Proposers shall inform themselves of and comply with all conditions and specifications contained in RFP, related documents, and State and Federal Law. Proposers will be required to attend a mandatory pre-proposal site visit, as described in the RFP, in order to be considered a responsive proposer.

The RFP Package, specifications and contract documents are open to public inspection at the City of Dalton Public Works Department located at 535 Elm Street, Dalton, Georgia 30721. The Public Works Department may be contacted by telephone at (706) 278-7077 or by mail at P.O. Box 1205, Dalton, Georgia 30722. Contract documents and plans may also be obtained electronically via the City of Dalton's webpage @ <http://www.cityofdaltonga.gov>.

No proposal may be withdrawn after the scheduled closing time for receiving proposals for a period of sixty (60) days. The City of Dalton reserves the right to reject any or all proposals and to waive formalities and re-advertise.

CITY OF DALTON, GEORGIA

BY _____

**P. Andrew Parker, P.E.
Assistant Public Works Director**

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REQUEST FOR PROPOSALS (RFP)

1.0 OVERVIEW AND GENERAL INFORMATION

Overview

The City of Dalton requests proposals from qualified and appropriately licensed firms for asbestos abatement and removal of other hazardous waste from the City of Dalton owned buildings located at 2007 Tampico Way. An asbestos survey report and environmental survey have been completed for the structures at the project site and will be the basis for this RFP.

The selected firm must provide all labor, materials, equipment, and other necessary resources to properly remove and dispose of the asbestos containing materials and to recycle or transport the hazardous waste materials identified to a licensed, Sub-Title C Hazardous Waste Facility in the structures at the property referenced above using the survey reports as a guide. All removal and disposal must be completed in accordance with any applicable local, state, and federal rules, regulations and other required directives. The selected firm must be a licensed Georgia Asbestos Abatement contractor to undertake the removal and disposal as may be required.

Schedule

Date and Time	Event
October 23, 2018 at 9:00 AM	Mandatory Pre-Proposal Site Visit
October 24, 2018 at 4:00 PM	Questions Deadline
October 30, 2018 by 2:00 PM	RFPs Due

Mandatory Pre-Proposal Site Visit

All proposers are required to attend the mandatory pre-proposal site visit to conduct an inspection prior to submitting a proposal. This will be held at **9:00 AM on Tuesday, October 23rd 2018**. Please meet at the main parking lot of the Former Econo Lodge located at the end of Tampico Way off of Shugart Road. After completing a walkthrough of these facilities, the buildings will be available until 5:00 PM for proposers to complete any necessary visual inspections and collect any necessary information/data to complete their Proposal.

An asbestos and environmental survey have been completed for the buildings located at the project site, and the results have been included as **Attachment A** of this RFP

document. This mandatory site visit is provided so that proposers may review the locations containing ACM and hazardous waste and also to allow time for proposers to determine exact quantities to be removed if desired.

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 30, 2018 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:
ASBESTOS ABATEMENT & OTHER HAZARDOUS WASTE REMOVAL
FORMER ECONO LODGE
2007 TAMPICO WAY, DALTON GA, 30720

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 EST October 30, 2018. 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 4:00 PM ET October 24, 2018.** Questions must be directed to:

Andrew Parker, Assistant Public Works Director
City of Dalton Public Works Department
Email: aparker@cityofdalton-ga.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 AFFIDAVIT AT THE TIME OF THE OPENING.**

2.0 Project Specifications

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. Contractors interested in obtaining a Contract with the City of Dalton for providing Asbestos Abatement and other hazardous waste removal from the Former Econo Lodge shall prepare a written proposal to include, but not be limited to, the following terms and conditions:

- A. Proposers shall provide a lump sum price for all labor, materials, equipment, and other necessary resources for the proper removal and disposal of the asbestos containing materials identified in **Attachment A**.

- B. This lump sum price shall also include the price of recycling or transporting of the hazardous waste materials identified in **Attachment A** to a licensed, Sub-Title C Hazardous Waste Facility as regulated under the Resource Conservation and Recovery Act (RCRA) and/or the Toxic Substances Control Act (TSCA). Proper documentation, in accordance with the regulations above, shall be submitted to the City upon completion of the hazardous waste removal. The selected Proposer shall not receive payment for work completed until such documentation is received by the City.
- C. **This lump sum price shall be the total price to perform asbestos abatement and removal of hazardous waste at the Former Econo Lodge.**
- D. Removal and disposal of asbestos containing materials shall be in accordance with industrial standards and in accordance with all Federal, State, and Local regulations.
- E. All materials identified as asbestos containing must be removed and disposed of only by a State of Georgia Licensed Asbestos Abatement Contractor using properly trained personnel.
- F. Proposer shall complete on behalf of the City of Dalton and satisfy all Georgia EPD Asbestos Abatement reporting requirements and procedures as described in the April 23, 1999 Memorandum below. Proper documentation and reporting to the GA EPD, as outlined in the memorandum below, shall also be submitted to the City. The selected Proposer shall not receive payment for work completed until such documentation is received by the City.

Asbestos Notification Requirements

April 23, 1999

MEMORANDUM

To: Building Owners & Contractors
From: Donald H. McCarty, Jr.
Program Manager
Lead-Based Paint & Asbestos Program
Subject: **Asbestos Notification Requirements for Demolition , Renovation or Abatement Projects**

Legal Authority: Georgia Department of Natural Resources Rules for Air Quality Control, Revised June 1998, Chapter 391-3-1-.02(9)(b)7, which includes by reference, Emission Standard for Asbestos, including work practices.

The U. S. Environmental Protection Agency's (EPA) National Emissions Standard for Hazardous Air Pollutants; Asbestos NESHAP Revision; Final Rule. 40 CFR Part 61 Subpart M, as amended; published in the Federal Register, dated Tuesday, November 20, 1990.

Georgia Department of Natural Resources Rules of Asbestos Removal and Encapsulation, Chapter 391-3-14.

The U.S. EPA Asbestos Hazard Emergency Response Act (AHERA). 40 CFR PART 763; published in the Federal Register; October 30, 1987.

Purpose: This document provides guidance to Georgia building owners and contractors to ensure compliance with EPA National Emissions Standards for Hazardous Air Pollutants (NESHAP) notification requirements for demolition and asbestos abatement activity. This document explains the requirement of building survey as required by AHERA and enforced by U.S. EPA. Furthermore, this document clarifies the discrepancy between the Georgia Rules for Air Quality Control and Georgia Rules for Removal and Encapsulation regarding notification prior to the project.

The National Emission Standard for Hazardous Air Pollutants (NESHAP) requires a notification for all regulated demolition projects, whether or not

asbestos is present. The following definitions, explanations and exemptions are offered to assist the contractor in determining whether or not demolition and asbestos abatement projects must comply with the notification and fee requirements outlined in the referenced Georgia and Federal Rules.

Asbestos Notification Requirements for Demolition & Renovation/Abatement Projects

Asbestos Notification Requirements for Demolition & Renovation/Abatement Projects

Definitions:

Regulated Asbestos Containing Material (RACM) means:

- Friable asbestos material;
- Category I non-friable ACM that has become friable;
- Category I non-friable ACM that will become friable or has been subjected to sanding, grinding, cutting, or abrading; and
- Category II non-friable ACM that has the high probability of becoming or has become crumbled, pulverized, or reduced to powder by forces expected to act on the material in the course of demolition or renovation operations regulated by this Subpart.

Friable Asbestos Material means:

Any material containing more than one (1) percent asbestos as determined by Polarized Light Microscopy that when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

Demolition means:

The wrecking or taking out of any load-supporting structural member of a facility together with any related handling operations or the intentional burning of any facility.

Owners and operators of a demolition or renovation activity, must thoroughly inspect the affected facility or part of a facility where the demolition / renovation operation will occur, for the presence of friable and non-friable asbestos, including Category I & II non-friable asbestos containing material (ACM). This should be done prior to the commencement of the activity.

Category I Asbestos Materials means: Floor covering*, asphalt roofing products, packings and gaskets.

Effective June 1, 1999, Georgia licensed asbestos abatement contractors must be employed to remove asbestos-containing floor covering in a friable manner. Georgia requires notification and fees from floor covering abatement projects which will render the material friable; i.e. mechanical chipping. Methods such as, but not limited to, dry ice, infrared and chemical removal may be used to remove floor covering in a non-friable manner. Courtesy notifications will be expected to explain projects using removal methods to remove floor covering in a non-friable form.

Category II Asbestos Materials means: All remaining types of non-friable ACM not included in Category I that when dry cannot be crumbled, pulverized, or reduced to

powder by hand pressure. Non-friable asbestos - cement products such as transite is an example of Category II material.

Guidance

Each owner or operator of a demolition and/or renovation activity must provide the Environmental Protection Division, Lead-Based Paint and Asbestos Program, with a written notice of their intent. Delivery of the notice must be made by U.S. Postal Service. **The written notice must be on the Asbestos Abatement or Demolition Project Notification form provided by the Division.** An Asbestos Project Notification form may be obtained directly from the EPD Lead-Based Paint and Asbestos Program. All RACM must be abated from the building prior to demolition. Notifications submitted for Abatement projects performed in conjunction with planned demolitions must include all Asbestos information regarding the project on one notification form. The project notification form should be completed by the Georgia licensed abatement contractor's agent. This agent is responsible for performing an inspection for the presence of RACM prior to the renovation/demolition activity. This inspection must take into consideration a building survey as may be required under AHERA. The abatement project requires a fee paid to the Division at the time notification is made. It is the building owners and contractors responsibility to properly evaluate both Category I and II asbestos materials to determine whether this material will be rendered friable due to the demolition activity. Where a planned demolition project reveals no RACM based on a building inspection, the demolition project notification may be completed by the demolition contractor or building owner.

Notification must be made prior to asbestos stripping, removal or any other activity, such as site preparation, that would break up, dislodge, or similarly disturb asbestos material, including demolition of buildings. The Georgia Rule 391-3-14 provides for a seven (7) calendar day notification requirement. The Federal NESHAP Rule requires a minimum ten (10) working day notification prior to project inception. To eliminate confusion and to comply with the Federal NESHAP Rule, which EPD is compelled to require and has authority to order under Georgia Rule 391-3-1-.02(9)(b)7, **EPD will adopt the ten (10) working day, (Monday through Friday), project notification requirement as of June 1, 1999.** Strict enforcement of this requirement will begin immediately thereafter. The postmark date will be counted as the first day of the ten (10) working day notification period. If the postmark falls on a week-end, the first day counted in the notification period will be the following Monday.

Regarding demolition project notification regulations:

- All demolition projects are subject to the regulations, regardless of the amount of asbestos-containing material present.

- All residential structures/apartments are required to notify, if the demolition is part of a larger project, such as a D.O.T. road project, commercial or industrial development, or urban renewal project.
- Residential buildings at one location planned for demolition at the same time, or as part of the same planning or scheduling period, that are under the control of the same owner or operator, are considered part of the same project and subject to notification requirements.

Exemptions to demolition notifications:

- Legal owners or residences where four (4) or fewer dwelling units are involved, unless part of a larger project (see definition above).
- Asbestos Notification Requirements for Demolition & Renovation/Abatement Projects
- All resulting demolition wastes must be handled as asbestos-containing material and disposed of at a permitted landfill.

Regarding renovations/abatement projects:

- Under the Georgia Regulations, any project involving ten (10) or more continuous linear feet or ten (10) or more square feet of asbestos-containing material requires a project notification and fees paid.

For emergency asbestos abatement projects, the building owner and/or contractor must notify the Division by phone within 24 hours of initiating the project. The project notification must be submitted within seven (7) calendar days after commencement of such emergency project and must include a letter to explain the necessity of the emergency. Such justification shall include the date and hour the emergency occurred, a description of the sudden, unexpected event, and an explanation of how the event caused the unsafe condition, or would cause equipment damage or an unreasonable financial burden.

Asbestos Removal Fees

The fee structure **only applies** to asbestos abatement projects where a notice must be filed. The fees must be included with the notification and are non-refundable. According to Rule 391-3-14-.03, a contractor shall remit a fee to the EPD based upon the following formula:

\$0.10 per square foot of friable asbestos-containing materials **plus \$0.10 linear foot** of friable asbestos-containing materials, with a **minimum of \$25** for any project; but **not to exceed \$50** for any small project or residential dwelling project **nor exceed \$1000** for any other project.

Notification forms for projects without fees, including project changes, notifications and courtesy notifications must be submitted to:

Georgia Environmental Protection Division
Lead-Based Paint and Asbestos Program
4244 International Parkway, Suite 104
Atlanta, Georgia 30354

Notification forms requiring project abatement fees must be submitted to:

EPD - Asbestos Fees
P.O. Box 101173
Atlanta, Georgia 30392

If you need further assistance in this matter, please contact James Jackson at 404/363-7041 or Mark Gwin at 404/363-7043.

Bonds

No bonding requirements have been set for this Project.

3.0 Submittal Requirements/Format

Format: The Parties interested in acquiring this Contract with The City of Dalton shall submit a proposal package to meet the requirements below:

- A. The proposal shall set forth a lump sum cost for completion of the total Project
- B. 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.
- C. The date of your last annual asbestos abatement training update.
- D. List any citations against your firm or members of your firm from the U.S. or Georgia Environmental Protection Divisions within the last ten (10) years. Explain the details and how these issues were resolved.
- E. Provide a written statement outlining the timeline of activities as well as a completion date for this project.

- F. Background information on your company, including the closest office location, as well as any financial ratings if available.
- G. Briefly indicate how the resources of your firm (e.g. number and type of personnel, equipment, etc.) will be allocated for this project.
- H. Degree of work, if any, that is to be subcontracted.
- 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. Completion of City Vendor Packet for "services:"
https://www.cityofdaltongga.gov/vertical/sites/%7BF9696428-603E-47FF-A264-7C8BED683943%7D/uploads/VENDOR_PACKET_-_SERVICES_EXHIBIT_A.pdf

4.0 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 3.0 and with those criteria's outlined below.

- A. Whether the Proposal demonstrates an understanding of the project
- B. Whether the Proposal demonstrates an ability to complete the project in a timely manner
- C. Whether the Proposer provided references or otherwise demonstrated it has performed satisfactorily in previous contracts of similar size and scope
- D. Whether the Proposer has demonstrated the appropriate capacity, skill, and financial resources to provide the requested service
- E. Whether the Proposer met the set insurance requirements and provided proof of same

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.

5.0 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.

6.0 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.

7.0 Insurance Requirements

Insurance Requirements: Contractor shall procure and maintain for the duration of the contract, 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
Products/Completed Ops. Aggregate Limit	\$2,000,000

Automobile Liability

Combined Single Limit	\$1,000,000
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Contractor's Pollution Liability (with 1 year extended reporting period)	
Each Occurrence	\$3,000,000

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

8.0 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 as authorized by O.C.G.A § 36-91-21. 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.

Attachment A – Technical Specifications

Summary of Locations with Asbestos Containing Material (ACM)

Former Econo Lodge

Location	Asbestos Containing Materials	Approx. Quantity
Lobby	Floor tile and Mastic	100 SF
Maintenance Room 2 nd Floor	Floor tile and Mastic	500 SF
Guest Rooms	Joint Compound and Old Texture on Wallboard	Throughout guest rooms at ~ 150,000 SF. Building floor foot print is ~ 30,000 SF
Guest Rooms	Joint Compound on Wallboard	
Guest Rooms	Old Joint Compound	
Guest Rooms	Texture on Wallboard	
Storage Closet for Roll Away Beds	Bottom Floor Tile	500 SF
Guest Rooms	Spray Applied Ceiling Texture	Throughout guest rooms at ~60,000 SF. Building floor foot print is ~ 30,000 SF
Hallway Exit Doors	Fire Exit Doors	8 doors

Summary of Locations of Hazardous Material Removals

See Section 5.3 of Terracon Report

The above components are regulated under the Resource Conservation and Recovery Act (RCRA) and/or Toxic Substances Control Act (TSCA). These materials should be recycled or transported to a licensed, Sub-Title C Hazardous Waste Facility for disposal prior to demolition.

Hazardous Materials Survey

**Former Motel Commercial Structures
2007 Tampico Way
Dalton, Whitfield County, Georgia**

September 18, 2018

Terracon Project No.: E2187132



Prepared for:

City of Dalton, Georgia
Dalton, Georgia

Prepared by:

Terracon Consultants, Inc.
Chattanooga, Tennessee

terracon.com

Terracon

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Environmental



Facilities



Geotechnical



Materials

September 18, 2018



City of Dalton, Georgia
Public Works
PO Box 1205
Dalton, Georgia 30722-1205

Attn: Mr. Benny Dunn
P: 706-278-7077
E: bdunn@cityofdalton-ga.gov

RE: Hazardous Materials Survey
Former Motel Commercial Structures
2007 Tampico Way
Dalton, Whitfield County, Georgia
Terracon Project No.: E2187132

Dear Mr. Dunn:


The purpose of this report is to present the results of a hazardous materials survey performed at the former motel structures located at 2007 Tampico Way in Dalton, Whitfield County, Georgia. This survey was conducted in general accordance with Terracon Proposal No. PE2187132 dated August 15, 2018, and authorized on August 21, 2018. We understand that this survey was requested due to planned demolition of the commercial structure.

This report contains the results of all bulk material samples collected and analyzed and indicates the locations of the samples collected. Based upon this survey, asbestos-containing materials are present within the commercial structures. Please refer to the attached report for details.

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to provide this service to City of Dalton, Georgia. If you have any questions regarding this report, or if you need assistance with project observation and sampling during abatement prior to demolition of the building, please contact the undersigned at 423-499-6111.

Sincerely,

The Terracon logo is placed above the signature of Brian W. Watson.

A large, stylized blue ink signature of Brian W. Watson is written over the Terracon logo and extends across the page.
Brian W. Watson
Senior Environmental Scientist
State of Tennessee Accreditation A-I-48492-64206
Expiration Date: January 31, 2019

A blue ink signature of Matt Johnston is written above his name.
Matt Johnston
Authorized Project Reviewer

Terracon Consultants, Inc. 51 Lost Mound Drive, Suite 135 Chattanooga, Tennessee 37406
P [423] 499 6111 F [423] 899 8099 terracon.com

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HAZARDOUS MATERIALS SURVEY
Former Motel Commercial Structures
2007 Tampico Way
Dalton, Whitfield County, Georgia
Terracon Project No. E2187132
September 18, 2018

1.0 INTRODUCTION

Terracon Consultants, Inc. (Terracon) conducted a hazardous materials survey at the former motel commercial structures located at 2007 Tampico Way in Dalton, Whitfield County, Georgia. The sampling was conducted on August 24, 2018, in general accordance with Terracon Proposal No. PE2187132 dated August 15, 2018, and authorized on August 21, 2018. Terracon understands that this survey was requested due to the planned demolition of the former motel commercial structures.

At the time of the site visit, Terracon personnel created a site diagram of the commercial structures. The drawing is provided in Appendix H.

Interior and exterior building components and surfaces were inspected for homogeneous areas of suspect asbestos-containing materials (ACM) and lead-containing paint and/or stain (LCP). A homogeneous area consists of building materials and surfaces which appear similar throughout in terms of color, texture and date of application. Other hazardous materials were also assessed and documented. For the purpose of this report, other hazardous materials consist of: Mercury, that is typically contained in fluorescent, sodium, high intensity, and mercury vapor lamps, as well as in thermostats and electrical switches; Chlorofluorocarbon (CFCs) and Hydrochlorofluorocarbon (HCFCs), that are typically contained within refrigeration systems (refrigerators, air conditioning units, water fountains, etc.); and Polychlorinated biphenyls (PCBs), that are typically contained in fluorescent light fixture ballasts, elevator motors and electrical transformers.

Although reasonable effort was made to survey accessible suspect materials and surfaces, additional suspect but un-sampled materials and surfaces could be located in walls, in voids or in other concealed areas.

1.1 Project Objective

Terracon understands that the former motel commercial structures will be demolished. The objective of this survey is to determine the presence or absence of hazardous materials that may be impacted by the impending demolition project.

1.1.1 Asbestos:

Environmental Protection Agency (EPA) regulation 40 Code of Federal Regulations (CFR) 61.140, National Emission Standards for Hazardous Air Pollutants (NESHAP), prohibits the release of asbestos fibers to the atmosphere during renovation or demolition activities. The asbestos NESHAP requires that potentially regulated asbestos-containing materials be identified, classified and quantified prior to planned disturbances or demolition activities.

Suspect ACM samples were collected in general accordance with the sampling protocols outlined in EPA regulation 40 CFR 763 (Asbestos Hazard Emergency Response Act, AHERA). Samples were delivered to an accredited laboratory for analysis by polarized light microscopy (PLM).

1.1.2 Lead-Containing Paint:

The Occupational Safety and Health Administration (OSHA) regulation 29 CFR 1926.62 established airborne lead concentration limits for the construction industry. OSHA has not established limits for lead content in bulk materials. Their interpretation on this issue is that any amount of lead may cause airborne concentrations above the established limits. Therefore, during renovation or demolition activities, which may disturb lead, employees must be protected from lead exposures.

Suspect LCP samples were collected to meet informational needs to comply with OSHA requirements for lead-in-air content during disturbance of the leaded materials. The survey was not designed to meet the requirements of the U.S. Department of Housing and Urban Development (HUD).

1.1.3 Other Hazardous Materials:

OSHA, EPA and the Department of Transportation (DOT) govern the handling, removal, transporting and disposal of mercury, CFCs and PCBs during renovation or demolition projects.

Other hazardous materials were visually assessed in the commercial structures. Fluorescent, sodium, high intensity, and mercury vapor lamps, as well as in thermostats and electrical switches, if present, were observed for mercury content. Fluorescent light fixtures and transformers were observed for PCB-containing ballasts. Air conditioning and refrigeration units were observed for CFC and HCFC content. No other sampling was performed.

2.0 BUILDING DESCRIPTION

The site consists of one parcel of land (Parcel Number 12-158-03-000) located at 2007 Tampico Way in Dalton, Whitfield County, Georgia. The site is currently vacant and consists of an approximate 4.12-acre lot. The site is improved with a two-story motel consisting of a lobby/registration area, 96 motel rooms, a guest laundry room, a maintenance room, a housekeeping laundry room, a storage room, and a swimming pool. According to the Whitfield County Tax Assessor's office Shakti Krupa, Inc. owns the site. The City of Dalton, Georgia considers this property a nuisance property. The structures are vacant and portions of the buildings are burned and vandalized.

The roof system of the office building appears to be an "A" framed metal roof with wood decking and rafters. Heating, ventilation, and air conditioning (HVAC) units are window units within each of the rooms. The exterior of the structures are stucco, brick and wood siding with wood frame windows and doors.

The interior walls consist of painted and textured gypsum board over wood studs. Flooring consists of vinyl composite tile (VCT), ceramic tile, and carpet. Ceilings in the building consist of drop ceiling tile in the restrooms and a spray-applied acoustical texture in the rooms and hallways.

3.0 FIELD ACTIVITIES

Mr. Brian W. Watson and Mr. Steve Adkins with Terracon, trained accredited asbestos building inspectors, conducted the hazardous materials survey. The asbestos portion of the survey was conducted in general accordance with the protocols established by EPA regulation 40 CFR 763, the Asbestos Hazard Emergency Response Act (AHERA). The lead-containing paint survey was conducted to meet informational needs to comply with OSHA requirements for lead-in-air content during disturbance of the leaded materials. The survey was not designed to meet the requirements of the HUD. The survey of other hazardous materials was conducted to meet informational needs to comply with OSHA, EPA, State and Local requirements. A summary of the field activities is described below.

3.1 Visual Assessment

Our survey activities began with a visual observation of the exterior and interior locations of the buildings, to identify asbestos-containing materials, lead-containing paint, and other hazardous materials. Building materials that were not identified as concrete, glass, wood, masonry, metal or rubber were considered suspect ACM. Painted surfaces were suspected of containing lead. A visual assessment of the painted surfaces was conducted to assess its condition. The

painted surfaces were assessed as good, fair or poor condition depending on degrees of cracking, peeling or chipping. Fluorescent lamps and thermostats were observed for mercury content and fluorescent light fixtures were observed for PCB-containing ballasts. Any existing air conditioning units and refrigerators were observed for CFCs.

3.2 Physical Assessment

3.2.1 Asbestos:

A physical assessment of each homogeneous area of suspect ACM was conducted to assess the friability and condition of the materials. A friable material is defined by the EPA as a material which can be crumbled, pulverized or reduced to powder by hand pressure when dry. Friability was assessed by physically touching suspect materials.

3.2.2 Lead-Containing Paint:

A physical assessment was conducted to identify painted areas. Surface-by-surface visual inspection of the painted surfaces throughout the commercial structures was performed to determine which painted surfaces components are deteriorated.

Based on our physical assessment, the painted components sampled were determined to be “intact” and/or in “good” condition at the time of our inspection. It should be noted that the painted wood cladding on the exterior of the structure was covered with aluminum siding and the overall condition of the painted wood cladding could not be assessed at the time of the survey; however, the exterior painted surfaces exposed appeared to be “intact” and/or in “good” condition.

3.2.3 Other Hazardous Materials:

Where necessary, the equipment was partially disassembled to gain access to labels that would indicate the presence or absence of hazardous materials. No other physical assessment was performed.

3.3 Sample Collection

3.3.1 Asbestos:

Based on results of the visual observation, bulk samples of suspect ACMs were collected. The Terracon representatives collected bulk samples using wet methods as applicable to reduce the potential for fiber release. Samples were placed in sealable containers and labeled with unique sample numbers using an indelible marker. One hundred and ten (110) bulk samples

were collected from thirty-four (34) homogeneous areas of suspect ACM. A summary of suspect ACM samples collected during the survey is included as Appendix A

3.3.2 Lead-Containing Paint:

Based on results of the visual observation, paint chip samples of painted substrates were collected from the exterior and interior surfaces of the commercial structures. OSHA considers that surface coatings or materials that contain lead at concentrations exceeding the laboratory detection limit demonstrate the presence of lead surface coatings or material may constitute a health hazard to employees engaged in lead-related construction work. A negative exposure assessment should be conducted to determine if exposure during construction activities are below the required OSHA action and permissible levels. Six (6) paint chip samples were collected from the building components. The suspect materials are tabulated in Appendix D.

3.3.3 Other Hazardous Materials:

A visual assessment was also performed to identify potential materials and equipment that may contain mercury, PCBs, CFCs, and HCFC.

3.4 Sample Analysis

3.4.1 Asbestos:

Bulk samples were submitted under chain of custody to Moody Labs, Inc. (Moody) of Farmers Branch, Texas for analysis by PLM with dispersion staining techniques per EPA's Method for the Determination of Asbestos in Bulk Building Materials (600/R-93-116). The percentage of asbestos, where applicable, was determined by microscopic visual estimation. Moody is accredited under the National Voluntary Laboratory Accreditation Program (NVLAP Accreditation No. 102056).

3.4.2 Lead-Containing Paint:

Bulk samples were submitted under chain of custody to ESC Lab Sciences, Inc. (ESC) of Mount Juliet, Tennessee for analysis by lead metals (ICP) by Method 6010B. When evaluating this report, it is assumed that if one testing combination (ex. window sill/wall/baseboard) in an interior or exterior room equivalent is found to be positive/negative for lead containing paint, then all other similar testing combinations in that room equivalent are also assumed to be positive/negative for lead containing paint. The paint sample summary sheet is provided as Appendix D.

3.4.3 Other Hazardous Materials:

As stated previously, samples of other hazardous materials were not collected; therefore, laboratory analysis were not performed.

4.0 REGULATORY OVERVIEW

4.1 Asbestos:

The asbestos NESHAP (40 CFR Part 61, Subpart M) regulates asbestos fiber emissions and asbestos waste disposal practices. It also requires the identification and classification of existing building materials prior to demolition or renovation activity. Under NESHAP, asbestos-containing building materials are classified as either friable, Category I non-friable or Category II non-friable ACM. Friable materials are those that, when dry, may be crumbled, pulverized or reduced to powder by hand pressure. Category I non-friable ACM includes packings, gaskets, resilient floor coverings and asphalt roofing products containing more than 1% asbestos. Category II non-friable ACM are any materials other than Category I materials that contain more than 1% asbestos.

Friable ACM, Category I and Category II non-friable ACM which is in poor condition and has become friable or which will be subjected to drilling, sanding, grinding, cutting or abrading and which could be crushed or pulverized during anticipated renovation or demolition activities are considered regulated ACM (RACM). RACM must be removed prior to renovation or demolition activities which will disturb the materials. If the amount of RACM exceeds 10 linear feet or 10 square feet, the owner or operator must provide the Georgia Environmental Protection Division (GEPD) with written notification of planned removal activities at least 10 working days prior to the commencement of asbestos abatement activities. Removal of RACM must be conducted by an appropriately accredited and licensed asbestos abatement contractor. Please note that for the demolition activities, which is defined as the removal of a load-bearing member, the owner or operator must provide the GEPD with written notification of planned demolition activities at least 10 working days prior to the commencement of the demolition activities regardless if ACM is present.

The Occupational Safety and Health Administration (OSHA) asbestos standard for construction (29 CFR 1926.1101) regulates workplace exposure to asbestos. The OSHA standard requires that employee exposure to airborne asbestos fibers be maintained below 0.1 asbestos fibers per cubic centimeter of air (0.1 f/cc) as an eight-hour time weighted average (TWA) and not exceed 1.0 fibers per cubic centimeter of air (1.0 f/cc) over a 30 minute time period known as an excursion limit (EL). The TWA and EL are known as OSHA's asbestos permissible exposure limits (PELs). The OSHA standard classifies construction and

maintenance activities which could disturb ACM, and specifies work practices and precautions which employers must follow when engaging in each class of regulated work.

4.2 Lead-Containing Paint:

OSHA regulation 29 CFR 1926.62 established an “Action Level” for lead concentrations “in air” of 30 micrograms per cubic meter of air ($\mu\text{g}/\text{m}^3$) and a “Permissible Exposure Limit” for lead concentrations “in air” of 50 $\mu\text{g}/\text{m}^3$. At this time, OSHA has not established limits for lead content in bulk paint (non-airborne). Their interpretation on this issue is that any amount of lead may cause airborne concentrations above the established limits.

4.3 Other Hazardous Materials:

All hazardous materials are regulated under OSHA regulations 29 CFR 1926.59, Hazard Communication, 29 CFR 1910.134 Respiratory Protection, 29 CFR 1920.20, Subpart C, General Safety and Health Provisions, 29 CFR 1910.120, Hazardous Waste Operations and Emergency Response and 29 CFR 1910.145, Accident Prevention Tags, as well as DOT 49 CFR 172, 173, 178 and 179 Regulations for Labeling, Mailing and Transporting Hazardous Waste.

Specifically, mercury is regulated under EPA 40 CFR 261.24, Toxicity Characteristic and 273, Standard of Universal Waste Management. CFCs are regulated under 40 CFR Part 82, Refrigeration Recycling Regulation for Venting Prohibition. PCBs are regulated under 40 CFR 761, Polychlorinated Biphenyl Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions.

5.0 FINDINGS AND RECOMMENDATIONS

5.1 Asbestos:

Based on the results of laboratory analyses, the following materials were determined to be asbestos-containing:

- § HA-5: Vinyl Composition Tile (3% Chrysotile) and black mastic (3% Chrysotile) under carpet with yellow mastic on concrete; Category I non-friable ACM in good condition
- § HA-20: Vinyl Composition Tile (3% Chrysotile) and yellow mastic; Category I non-friable ACM in good condition
- § HA-25: Joint compound (2% Chrysotile) and Old Texture (2% Chrysotile) on gypsum wallboard; Friable ACM in damaged condition
- § HA-26: Joint compound (2% Chrysotile) on gypsum wallboard; Friable ACM in damaged condition

- § HA-27: Old joint compound (2% Chrysotile) on gypsum wallboard; Friable ACM in damaged condition
- § HA-29: Bottom floor tile (3% Chrysotile) with yellow mastic under peel and stick floor tile with clear mastic; Category I non-friable ACM in good condition
- § HA-32: Texture (2% Chrysotile) under wall covering; Friable ACM in damaged condition
- § HA-33: Spray applied ceiling acoustic texture (5% Chrysotile); Friable ACM in damaged condition
- § HA-34: Thermal insulation (10% Amosite & 5% Chrysotile) in fire exit doors; Friable ACM in good condition

The confirmed asbestos-containing materials, material locations, asbestos content, NESHAP classification, material condition and estimated quantities are listed in Appendix B. The Asbestos Laboratory Analytical Report is provided as Appendix C. Photographs of the asbestos-containing materials are located in Appendix G.

Terracon recommends that the identified ACM be removed and disposed of by a licensed asbestos abatement contractor prior to the demolition activity that will disturb the asbestos-containing materials identified.

It should be noted that suspect materials, other than those identified in the site visit of August 24, 2018, may exist within the commercial structures. While every attempt was made to identify the suspect materials, concealed materials may still be present. Should material other than that which was identified during the August 24, 2018 site visit be uncovered prior to or during the abatement or demolition process, those materials should be assumed asbestos-containing until sampling and analysis can confirm or refute asbestos content.

5.2 Lead-Containing Paint:

Based on the results of the lead-containing paint chip analysis, the painted surfaces were not determined to be lead-containing: The Lead Laboratory Analytical Report is provided as Appendix F.

5.3 Other Hazardous Materials:

The following observations were made during the August 24, 2018 site visit regarding the absence and/or presence of other hazardous materials in the structures:

- § There is potential CFC or HCFC-containing heating, ventilation, and air conditioning (HVAC) equipment and micro-refrigerators located at the site. At the time of the site visit, the HVAC and micro-refrigerators were being removed from the individual rooms by a contractor hired by the site owner. Terracon was unable to identify a label

indicating the refrigerant type used in the equipment. Therefore, the HVAC units and micro-refrigerators should be assumed as CFC or HCFC-containing and should have the refrigerant reclaimed by a licensed HVAC contractor.

§ Terracon did not observe mercury thermostats within the structure.

6.0 GENERAL COMMENTS

This hazardous materials survey was conducted in a manner consistent with the project scope of work outlined in our contract with City of Dalton, Georgia. The results, findings, conclusions and recommendations expressed in this report are based on conditions observed during our survey of the building. The information contained in this report is relevant to the date on which the site observations were made, and should not be relied upon to represent conditions at a later date. This report has been prepared on behalf of and exclusively for use by City of Dalton, Georgia for specific application to their potential project, as discussed. This report is not a bidding document. Any contractor or consultant reviewing this report must draw their own conclusions regarding further investigation or remediation deemed necessary. Terracon does not warrant the work of regulatory agencies, laboratories or other third parties supplying information, which may have been used in the preparation of this report. No warranty, expressed, or implied is made.

APPENDIX A

ASBESTOS SAMPLE SUMMARY SHEET

APPENDIX A
Former Motel Commercial Structures
2007 Tampico Way, Dalton, Whitfield County, Georgia
Terracon Project No. E2187132

ASBESTOS SURVEY SAMPLE LOCATION SUMMARY

HA	Sample No.	Description	Sample Location
1	01-MA6-1	Tan painted EIFS	Exterior lobby main entry
	01-MA6-2	Tan painted EIFS	Exterior drive thru column
	01-MA6-3	Tan painted EIFS	Exterior north façade of building
2	02-MA1-4	Red brick with grey mortar	Exterior lobby drive thru south column
	02-MA1-5	Red brick with grey mortar	Exterior lobby drive thru north column
	02-MA1-6	Red brick with grey mortar	Exterior lobby main entry
3	03-CA2-7	White caulking	Exterior door on main entry
	03- CA2-8	White caulking	Exterior lobby main entry
	03- CA2-9	White caulking	Exterior drive thru column
4	04-RF2-10	Black felt paper and asphalt shingles under red metal roof	Exterior roof lobby
	04-RF2-11	Black felt paper and asphalt shingles under red metal roof	Exterior roof rooms north
	04-RF2-12	Black felt paper and asphalt shingles under red metal roof	Exterior roof rooms west
5	05- FT2-13	Cream VCT and black mastic under carpet	Lobby front desk
	05- FT2-14	Cream VCT and black mastic under carpet	Lobby front desk
	05- FT2-15	Cream VCT and black mastic under carpet	Lobby front desk
6	06-FC6-16	Cream faced large cream ceramic tile and mortar	Lobby - front
	06-FC6-17	Cream faced large cream ceramic tile and mortar	Lobby – front
	06-FC6-18	Cream faced large cream ceramic tile and mortar	Lobby – front
7	07-FC6-19	Cream faced red ceramic tile and mortar	Lobby – rear
	07-FC6-20	Cream faced red ceramic tile and mortar	Lobby – rear
	07-FC6-21	Cream faced red ceramic tile and mortar	Lobby – rear
8	08-FC6-22	Cream faced little cream ceramic tile and mortar	Lobby- Restroom
	08-FC6-23	Cream faced little cream ceramic tile and mortar	Lobby- Restroom
	08-FC6-24	Cream faced little cream ceramic tile and mortar	Lobby- Restroom
9	09-MG4-25	Red ceramic tile and grey mortar adhered on fireplace	Lobby fireplace
	09-MG4-26	Red ceramic tile and grey mortar adhered on fireplace	Lobby fireplace
	09-MG4-27	Red ceramic tile and grey mortar adhered on fireplace	Lobby fireplace
10	10-CA3-28	White caulking	Lobby wall counter
	10-CA3-29	White caulking	Lobby wall front door
	10-CA3-30	White caulking	Lobby wall break area
11	11-WB1-31	Gypsum wall board, joint compound, and tape	Lobby – main entry
	11-WB1-32	Gypsum wall board, joint compound, and tape	Lobby – break area
	11-WB1-33	Gypsum wall board, joint compound, and tape	Lobby – office
12	12-WB2-34	Gypsum wallboard	Lobby – north wall
	12-WB2-35	Gypsum wallboard	Lobby – rear room
	12-WB2-36	Gypsum wallboard	Lobby – restroom
13	13-WB3-37	Joint compound on wallboard	Lobby – desk
	13-WB3-38	Joint compound on wallboard	Lobby – west wall
	13-WB3-39	Joint compound on wallboard	Lobby – counter
14	14- SC3-40	Tan CMU wall sealant	Lobby – rear
	14-SC3-41	Tan CMU wall sealant	Lobby – rear
	14-SC3-42	Tan CMU wall sealant	Lobby – rear
15	15-CT4-43	White solid drop ceiling tile	Lobby – break area
	15-CT4-44	White solid drop ceiling tile	Lobby – break area
	15-CT4-45	White solid drop ceiling tile	Lobby – break area
16	16-FC6-46	White solid threshold and leveling compound	Room 121
	16-FC6-47	White solid threshold and leveling compound	Room 122
	16-FC6-48	White solid threshold and leveling compound	Room 159
17	17-FC6-49	Ceramic floor tile over VCT and black mastic	Room bathroom 121
	17-FC6-50	Ceramic floor tile over VCT and black mastic	Room bathroom 122
	17-FC6-51	Ceramic floor tile over VCT and black mastic	Room bathroom 159

ASBESTOS SURVEY SAMPLE LOCATION SUMMARY (continued)

18	18-MG8-52	Dark blue with red spots carpet, grey pad, and yellow glue	Room bathroom 236
	18-MG8-53	Dark blue with red spots carpet, grey pad, and yellow glue	Room bathroom 229
	18-MG8-54	Dark blue with red spots carpet, grey pad, and yellow glue	Room bathroom 222
19	19-FC6-55	Red ceramic tile with leveling compound	Guest laundry room
	19-FC6-56	Red ceramic tile with leveling compound	Guest laundry room
	19-FC6-57	Red ceramic tile with leveling compound	Guest laundry room
20	20-FT2-58	12x12 cream VCT and yellow mastic	Maintenance room 2 nd Floor
	20-FT2-59	12x12 cream VCT and yellow mastic	Maintenance room 2 nd Floor
	20-FT2-60	12x12 cream VCT and yellow mastic	Maintenance room 2 nd Floor
21	21-FC6-61	Cream wall ceramic tile and adhesive	Room bathroom 159
	21-FC6-62	Cream wall ceramic tile and adhesive	Room bathroom 121
	21-FC6-63	Cream wall ceramic tile and adhesive	Room bathroom 236
22	22-CA1-64	White window caulking	Room 159
	22-CA1-65	White window caulking	Room 121
	22-CA1-66	White window caulking	Room 236
23	23-CA2-67	White door caulking	Room 222
	23-CA2-68	White door caulking	Room 229
	23-CA2-69	White door caulking	Room 236
24	24-MG3-70	Carpet cove base and glue	Room 159
	24-MG3-71	Carpet cove base and glue	Room 121
	24-MG3-72	Carpet cove base and glue	Room 236
25	25-WB1-73	Gypsum wallboard, joint compound, and tape	Room 222
	25-WB1-74	Gypsum wallboard, joint compound, and tape	Room 229
	25-WB1-75	Gypsum wallboard, joint compound, and tape	Room 236
26	26-WB2-76	Gypsum wallboard	Room 159
	26-WB2-77	Gypsum wallboard	Room 121
	26-WB2-78	Gypsum wallboard	Room 236
27	27-WB3-79	Joint compound and wallboard	Room 222
	27-WB3-80	Joint compound and wallboard	Room 229
	27-WB3-81	Joint compound and wallboard	Room 236
28	28-CT4-82	White drop ceiling tile with pinholes	Room bathroom 121
	28-CT4-83	White drop ceiling tile with pinholes	Room bathroom 122
	28-CT4-84	White drop ceiling tile with pinholes	Room bathroom 159
29	29-FC1-85	Peel and stick sheet flooring	Storage closet for roll away beds
	29-FC1-86	Peel and stick sheet flooring	Storage closet for roll away beds
	29-FC1-87	Peel and stick sheet flooring	Storage closet for roll away beds
30	30-PI3-88	White painted paper over black foam elbow	Laundry
	30-PI3-89	White painted paper over black foam elbow	Laundry
	30-PI3-90	White painted paper over black foam elbow	Laundry
31	31-PI3-91	White painted paper over yellow foam elbow	Laundry
	31-PI3-92	White painted paper over yellow foam elbow	Laundry
	31-PI3-93	White painted paper over yellow foam elbow	Laundry
32	32-WB4-94	Yellow painted wall texture knock down	Room 121
	32-WB4-95	Yellow painted wall texture knock down	Room 122
	32-WB4-96	Yellow painted wall texture knock down	Room 159
	32-WB4-97	Yellow painted wall texture knock down	Room 222
	32-WB4-98	Yellow painted wall texture knock down	Room 229
	32-WB4-99	Yellow painted wall texture knock down	Room 236
	32-WB4-100	Yellow painted wall texture knock down	Hallway
33	33-WB4-101	White popcorn spray applied ceiling texture	Room 121
	33-WB4-102	White popcorn spray applied ceiling texture	Hallway 229
	33-WB4-103	White popcorn spray applied ceiling texture	Hallway 236
	33-WB4-104	White popcorn spray applied ceiling texture	Room 222
	33-WB4-105	White popcorn spray applied ceiling texture	Hallway north vending lobby
	33-WB4-106	White popcorn spray applied ceiling texture	Hallway south door entry
	33-WB4-107	White popcorn spray applied ceiling texture	Room 122
34	34-FD2-108	Wood door with white insulation	Hallway stair exit 2 nd Floor west
	34-FD2-109	Wood door with white insulation	Hallway stair exit 2 nd Floor west
	34-FD2-110	Wood door with white insulation	Hallway stair exit 2 nd Floor west

APPENDIX B

CONFIRMED ASBESTOS-CONTAINING MATERIALS

CONFIRMED ASBESTOS-CONTAINING MATERIALS
Former Motel Commercial Structures
2007 Tampico Way, Dalton, Whitfield County, Georgia
Terracon Project No. E2187132

IDENTIFIED ASBESTOS-CONTAINING MATERIALS BY HOMOGENEOUS AREA (HA)

HA No.	Description	Material Location	% and Type Asbestos**	NESHAP Classification	Condition	Estimated Quantity*
5	Red/blue carpet over off-white floor tile with black mastic	Lobby	3% C – Floor tile 3% C – Black mastic ND – Carpet ND – Yellow mastic	Cat. I Non-Friable	Good	100 square feet
20	Off-white floor tile with yellow mastic	Maintenance Room 2 nd Floor	3% C – Floor tile ND – Yellow mastic	Cat. I Non-Friable	Good	500 square feet
25	Joint compound and texture on wallboard	Guest rooms	2% C – Joint compound 2% C – Old texture ND – Drywall ND – DW paper ND – New texture	Friable	Damaged	Throughout guest rooms at ~150,000 square feet. Building floor foot print is ~30,000 square feet
26	Joint compound on wallboard	Guest rooms	2% C – Joint compound ND – Drywall ND – DW paper	Friable	Damaged	
27	Joint compound	Guest rooms	2% C – Old joint compound ND – New Joint compound	Friable	Damaged	
32	Texture on wallboard	Guest rooms	2% C – Texture (off-white) ND – Wall covering (tan) ND – Paint (yellow)	Friable	Damaged	
29	Bottom floor tile under peel and stick floor tile	Storage closet for roll away beds	3% C – Bottom floor tile ND – Yellow mastic ND – Top floor tile ND – Clear mastic	Cat. I Non-Friable	Good	500 square feet
33	Spray applied ceiling texture	Guest rooms	5% C – acoustic plaster (light beige) 2% C – Old Texture (off white) ND – Drywall 5% Vermiculite – Acoustic Texture	Friable	Damaged	Throughout guest rooms at ~60,000 square feet. Building floor foot print is 30,000 square feet
34	Fire Exit Doors	Hallway Exit Doors	10% Amosite – Thermal insulation 5% C – Thermal insulation ND – Laminate	Friable	Good	8 doors

* Quantities are estimates only

C = Chrysotile asbestos

ND = Not detected

APPENDIX C

ASBESTOS LABORATORY ANALYTICAL REPORT



PLM Summary Report

NVLAP Lab Code 102056-0

TDSHS License No. 30-0084

2051 Valley View Lane
Farmers Branch, TX 75234 Phone: (972) 241-8460

Client : Terracon - Chattanooga
Project : Former Hotel, 2007 Tampico Way, Dalton, GA
Project # : E2187132
Identification : Asbestos, Bulk Sample Analysis
Test Method : Polarized Light Microscopy / Dispersion Staining (PLM/DS)
EPA Method 600 / R-93 / 116

Lab Job No. : 18B-11210
Report Date : 09/05/2018
Sample Date : 08/24/2018

Page 1 of 10

On 8/30/2018, one hundred ten (110) bulk material samples were submitted by Brian Watson of Terracon - Chattanooga for asbestos analysis by PLM/DS. The PLM Detail Report is attached; additional information may be found therein. The results are summarized below:

Sample Number	Client Sample Description / Location	Asbestos Content
01-MA6-1	HA 01, Painted EIFS (Tan), Exterior Lobby Main Entry	None Detected - Synthetic Foam None Detected - Base Plaster None Detected - Stucco
01-MA6-2	HA 01, Painted EIFS (Tan), Exterior Drive Thru Column	None Detected - Synthetic Foam None Detected - Base Plaster No Stucco
01-MA6-3	HA 01, Painted EIFS (Tan), Exterior North Façade of Building	None Detected - Synthetic Foam None Detected - Base Plaster None Detected - Stucco
02-MA1-4	HA 02, Brick (Red) with Mortar (Grey), Exterior Lobby Drive Thru South Column	None Detected - Brick None Detected - Mortar
02-MA1-5	HA 02, Brick (Red) with Mortar (Grey), Exterior Lobby Drive Thru North Column	None Detected - Brick None Detected - Mortar
02-MA1-6	HA 02, Brick (Red) with Mortar (Grey), Exterior Lobby Main Entry	None Detected - Brick None Detected - Mortar
03-CA2-7	HA 03, Caulking (White), Exterior Door on Main Entry	None Detected - Caulking
03-CA2-8	HA 03, Caulking (White), Exterior Lobby Main Entry	None Detected - Caulking
03-CA2-9	HA 03, Caulking (White), Exterior Drive Thru Column	None Detected - Caulking
04-RF2-10	HA 04, Felt Paper (Black) and Asphalt Shingles under Metal Roof (Red), Exterior Roof Lobby	None Detected - Shingle 1 None Detected - Shingle 2 None Detected - Roofing Felts
04-RF2-11	HA 04, Felt Paper (Black) and Asphalt Shingles under Metal Roof (Red), Exterior Roof Rooms North	None Detected - Shingle None Detected - Roofing Felts
04-RF2-12	HA 04, Felt Paper (Black) and Asphalt Shingles under Metal Roof (Red), Exterior Roof Rooms West	None Detected - Shingle 1 None Detected - Shingle 2 None Detected - Roofing Felts



PLM Summary Report

NVLAP Lab Code 102056-0

TDSHS License No. 30-0084

2051 Valley View Lane
Farmers Branch, TX 75234 Phone: (972) 241-8460

Client : Terracon - Chattanooga
Project : Former Hotel, 2007 Tampico Way, Dalton, GA
Project # : E2187132
Identification : Asbestos, Bulk Sample Analysis
Test Method : Polarized Light Microscopy / Dispersion Staining (PLM/DS)
EPA Method 600 / R-93 / 116

Lab Job No. : 18B-11210
Report Date : 09/05/2018
Sample Date : 08/24/2018

Page 2 of 10

On 8/30/2018, one hundred ten (110) bulk material samples were submitted by Brian Watson of Terracon - Chattanooga for asbestos analysis by PLM/DS. The PLM Detail Report is attached; additional information may be found therein. The results are summarized below:

Sample Number	Client Sample Description / Location	Asbestos Content
05-FT2-13	HA 05, Vinyl Composition Tile (Cream) and Mastic (Black) under Carpet, Lobby Front Desk	None Detected - Carpet 3% Chrysotile - Floor Tile None Detected - Yellow Mastic 3% Chrysotile - Black Mastic
05-FT2-14	HA 05, Vinyl Composition Tile (Cream) and Mastic (Black) under Carpet, Lobby Front Desk	None Detected - Carpet 3% Chrysotile - Floor Tile None Detected - Yellow Mastic 3% Chrysotile - Black Mastic
05-FT2-15	HA 05, Vinyl Composition Tile (Cream) and Mastic (Black) under Carpet, Lobby Front Desk	None Detected - Carpet 3% Chrysotile - Floor Tile None Detected - Yellow Mastic 3% Chrysotile - Black Mastic
06-FC6-16	HA 06, Ceramic Tile (Cream Faced Large Cream) and Mortar, Lobby Front	None Detected - Ceramic Tile None Detected - Grout None Detected - Mortar
06-FC6-17	HA 06, Ceramic Tile (Cream Faced Large Cream) and Mortar, Lobby Front	None Detected - Ceramic Tile None Detected - Grout None Detected - Mortar
06-FC6-18	HA 06, Ceramic Tile (Cream Faced Large Cream) and Mortar, Lobby Front	None Detected - Ceramic Tile None Detected - Grout None Detected - Mortar
07-FC6-19	HA 07, Ceramic Tile (Cream Faced Red) and Mortar, Lobby Rear	None Detected - Ceramic Tile None Detected - Grout None Detected - Mortar
07-FC6-20	HA 07, Ceramic Tile (Cream Faced Red) and Mortar, Lobby Rear	None Detected - Ceramic Tile None Detected - Grout No Mortar
07-FC6-21	HA 07, Ceramic Tile (Cream Faced Red) and Mortar, Lobby Rear	None Detected - Ceramic Tile None Detected - Grout None Detected - Mortar



PLM Summary Report

NVLAP Lab Code 102056-0

TDSHS License No. 30-0084

2051 Valley View Lane
Farmers Branch, TX 75234 Phone: (972) 241-8460

Client : Terracon - Chattanooga
Project : Former Hotel, 2007 Tampico Way, Dalton, GA
Project # : E2187132
Identification : Asbestos, Bulk Sample Analysis
Test Method : Polarized Light Microscopy / Dispersion Staining (PLM/DS)
EPA Method 600 / R-93 / 116

Lab Job No. : 18B-11210
Report Date : 09/05/2018
Sample Date : 08/24/2018

Page 3 of 10

On 8/30/2018, one hundred ten (110) bulk material samples were submitted by Brian Watson of Terracon - Chattanooga for asbestos analysis by PLM/DS. The PLM Detail Report is attached; additional information may be found therein. The results are summarized below:

Sample Number	Client Sample Description / Location	Asbestos Content
08-FC6-22	HA 08, Ceramic Tile (Cream Faced Little Cream) and Mortar, Lobby Restroom	None Detected - Ceramic Tile None Detected - Grout None Detected - Mortar
08-FC6-23	HA 08, Ceramic Tile (Cream Faced Little Cream) and Mortar, Lobby Restroom	None Detected - Ceramic Tile None Detected - Grout No Mortar
08-FC6-24	HA 08, Ceramic Tile (Cream Faced Little Cream) and Mortar, Lobby Restroom	None Detected - Ceramic Tile No Grout None Detected - Mortar
09-MG4-25	HA 09, Ceramic Tile (Red) and Mortar (Grey) Adhered on Fireplace, Lobby Fireplace	None Detected - Ceramic Tile None Detected - Grout None Detected - Cream Mastic None Detected - Mortar
09-MG4-26	HA 09, Ceramic Tile (Red) and Mortar (Grey) Adhered on Fireplace, Lobby Fireplace	None Detected - Ceramic Tile None Detected - Grout None Detected - Cream Mastic None Detected - Mortar
09-MG4-27	HA 09, Ceramic Tile (Red) and Mortar (Grey) Adhered on Fireplace, Lobby Fireplace	None Detected - Ceramic Tile None Detected - Grout None Detected - Cream Mastic None Detected - Mortar
10-CA3-28	HA 10, Caulking (White), Lobby Wall Counter	None Detected - Caulking
10-CA3-29	HA 10, Caulking (White), Lobby Wall Front Door	None Detected - Caulking
10-CA3-30	HA 10, Caulking (White), Lobby Wall Break Area	None Detected - Caulking
11-WB1-31	HA 11, Gypsum Wallboard, Joint Compound and Tape, Lobby Main Entry	None Detected - Drywall Material None Detected - Joint Compound
11-WB1-32	HA 11, Gypsum Wallboard, Joint Compound and Tape, Lobby Break Area	None Detected - Drywall Material None Detected - Joint Compound
11-WB1-33	HA 11, Gypsum Wallboard, Joint Compound and Tape, Lobby Office	None Detected - Drywall Material None Detected - Joint Compound



PLM Summary Report

NVLAP Lab Code 102056-0

TDSHS License No. 30-0084

2051 Valley View Lane

Farmers Branch, TX 75234 Phone: (972) 241-8460

Client : Terracon - Chattanooga

Lab Job No. : 18B-11210

Project : Former Hotel, 2007 Tampico Way, Dalton, GA

Report Date : 09/05/2018

Project # : E2187132

Sample Date : 08/24/2018

Identification : Asbestos, Bulk Sample Analysis

Test Method : Polarized Light Microscopy / Dispersion Staining (PLM/DS)
EPA Method 600 / R-93 / 116

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On 8/30/2018, one hundred ten (110) bulk material samples were submitted by Brian Watson of Terracon - Chattanooga for asbestos analysis by PLM/DS. The PLM Detail Report is attached; additional information may be found therein. The results are summarized below:

Sample Number	Client Sample Description / Location	Asbestos Content
12-WB2-34	HA 12, Gypsum Wallboard, Lobby North Wall	None Detected - Drywall Material None Detected - Wall Covering
12-WB2-35	HA 12, Gypsum Wallboard, Lobby Rear Room	None Detected - Drywall Material
12-WB2-36	HA 12, Gypsum Wallboard, Lobby Restroom	None Detected - Drywall Material None Detected - Joint Compound
13-WB3-37	HA 13, Joint Compound on Wallboard, Lobby Desk	None Detected - Joint Compound None Detected - Mastic None Detected - Wall Covering
13-WB3-38	HA 13, Joint Compound on Wallboard, Lobby West Wall	None Detected - Joint Compound None Detected - Mastic None Detected - Wall Covering
13-WB3-39	HA 13, Joint Compound on Wallboard, Lobby Counter	None Detected - Joint Compound None Detected - Mastic None Detected - Wall Covering
14-SC3-40	HA 14, CMU Wall Sealant (Tan), Lobby Rear	None Detected - CMU None Detected - Mortar No Sealant
14-SC3-41	HA 14, CMU Wall Sealant (Tan), Lobby Rear	None Detected - CMU None Detected - Mortar No Sealant
14-SC3-42	HA 14, CMU Wall Sealant (Tan), Lobby Rear	None Detected - CMU None Detected - Mortar No Sealant
15-CT4-43	HA 15, Solid Drop Ceiling Tile (White), Lobby Break Area	None Detected - Drywall Tile None Detected - Vinyl Facing
15-CT4-44	HA 15, Solid Drop Ceiling Tile (White), Lobby Break Area	None Detected - Drywall Tile None Detected - Vinyl Facing
15-CT4-45	HA 15, Solid Drop Ceiling Tile (White), Lobby Break Area	None Detected - Drywall Tile None Detected - Vinyl Facing



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On 8/30/2018, one hundred ten (110) bulk material samples were submitted by Brian Watson of Terracon - Chattanooga for asbestos analysis by PLM/DS. The PLM Detail Report is attached; additional information may be found therein. The results are summarized below:

Sample Number	Client Sample Description / Location	Asbestos Content
16-FC6-46	HA 16, Solid Threshold (White) and Leveling Compound, Room 121	None Detected - Tile None Detected - Leveling Compound
16-FC6-47	HA 16, Solid Threshold (White) and Leveling Compound, Room 122	None Detected - Tile None Detected - Leveling Compound
16-FC6-48	HA 16, Solid Threshold (White) and Leveling Compound, Room 159	None Detected - Tile None Detected - Leveling Compound
17-FC6-49	HA 17, Ceramic Floor Tile over Vinyl Composition Tile and Mastic (Black), Room Bathroom 121	None Detected - Ceramic Tile None Detected - Grout None Detected - Mortar None Detected - Black Mastic
17-FC6-50	HA 17, Ceramic Floor Tile over Vinyl Composition Tile and Mastic (Black), Room Bathroom 122	None Detected - Ceramic Tile No Grout None Detected - Mortar None Detected - Black Mastic
17-FC6-51	HA 17, Ceramic Floor Tile over Vinyl Composition Tile and Mastic (Black), Room Bathroom 159	None Detected - Ceramic Tile None Detected - Grout None Detected - Mortar None Detected - Black Mastic
18-MG8-52	HA 18, Carpet (Dark Blue with Red Spots), Pad (Grey) and Glue (Yellow), Room Bathroom 236	None Detected - Carpet None Detected - Glue None Detected - Carpet Pad
18-MG8-53	HA 18, Carpet (Dark Blue with Red Spots), Pad (Grey) and Glue (Yellow), Room Bathroom 229	None Detected - Carpet None Detected - Glue None Detected - Carpet Pad
18-MG8-54	HA 18, Carpet (Dark Blue with Red Spots), Pad (Grey) and Glue (Yellow), Room Bathroom 222	None Detected - Carpet None Detected - Glue None Detected - Carpet Pad
19-FC6-55	HA 19, Ceramic Tile (Red) with Leveling Compound, Guest Laundry Room	None Detected - Ceramic Tile None Detected - Grout None Detected - Leveling Compound None Detected - Yellow Mastic



PLM Summary Report

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Test Method : Polarized Light Microscopy / Dispersion Staining (PLM/DS)
EPA Method 600 / R-93 / 116

Lab Job No. : 18B-11210
Report Date : 09/05/2018
Sample Date : 08/24/2018

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Sample Number	Client Sample Description / Location	Asbestos Content
19-FC6-56	HA 19, Ceramic Tile (Red) with Leveling Compound, Guest Laundry Room	None Detected - Ceramic Tile None Detected - Grout None Detected - Leveling Compound None Detected - Yellow Mastic
19-FC6-57	HA 19, Ceramic Tile (Red) with Leveling Compound, Guest Laundry Room	None Detected - Ceramic Tile None Detected - Grout None Detected - Leveling Compound None Detected - Yellow Mastic
20-FT2-58	HA 20, 12 x 12 Vinyl Composition Tile and Mastic (Yellow), Maintenance Room 2nd Floor	3% Chrysotile - Floor Tile None Detected - Yellow Mastic
20-FT2-59	HA 20, 12 x 12 Vinyl Composition Tile and Mastic (Yellow), Maintenance Room 2nd Floor	3% Chrysotile - Floor Tile None Detected - Yellow Mastic
20-FT2-60	HA 20, 12 x 12 Vinyl Composition Tile and Mastic (Yellow), Maintenance Room 2nd Floor	3% Chrysotile - Floor Tile None Detected - Yellow Mastic
21-FC6-61	HA 21, Wall Ceramic Tile (Cream) and Adhesive, Room Bathroom 159	None Detected - Ceramic Tile None Detected - Grout None Detected - Adhesive
21-FC6-62	HA 21, Wall Ceramic Tile (Cream) and Adhesive, Room Bathroom 121	None Detected - Ceramic Tile None Detected - Grout None Detected - Adhesive
21-FC6-63	HA 21, Wall Ceramic Tile (Cream) and Adhesive, Room Bathroom 236	None Detected - Ceramic Tile None Detected - Grout None Detected - Adhesive
22-CA1-64	HA 22, Window Caulking (White), Room 159	None Detected - Caulking
22-CA1-65	HA 22, Window Caulking (White), Room 121	None Detected - Caulking
22-CA1-66	HA 22, Window Caulking (White), Room 236	None Detected - Caulking
23-CA2-67	HA 23, Door Caulking (White), Room 222	None Detected - Caulking
23-CA2-68	HA 23, Door Caulking (White), Room 229	None Detected - Caulking



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Sample Number	Client Sample Description / Location	Asbestos Content
23-CA2-69	HA 23, Door Caulking (White), Room 236	None Detected - Caulking
24-MG3-70	HA 24, Carpet Cove Base and Glue, Room 159	None Detected - Carpet Cove Base None Detected - Glue
24-MG3-71	HA 24, Carpet Cove Base and Glue, Room 121	None Detected - Carpet Cove Base None Detected - Glue
24-MG3-72	HA 24, Carpet Cove Base and Glue, Room 236	None Detected - Carpet Cove Base None Detected - Glue
25-WB1-73	HA 25, Gypsum Wallboard, Joint Compound and Tape, Room 222	None Detected - Drywall Material 2% Chrysotile - Joint Compound 2% Chrysotile - Old Texture None Detected - New Texture
25-WB1-74	HA 25, Gypsum Wallboard, Joint Compound and Tape, Room 229	None Detected - Drywall Material 2% Chrysotile - Joint Compound 2% Chrysotile - Old Texture None Detected - New Texture
25-WB1-75	HA 25, Gypsum Wallboard, Joint Compound and Tape, Room 236	None Detected - Drywall Material 2% Chrysotile - Joint Compound 2% Chrysotile - Old Texture None Detected - New Texture
26-WB2-76	HA 26, Gypsum Wallboard, Room 159	None Detected - Drywall Material
26-WB2-77	HA 26, Gypsum Wallboard, Room 121	None Detected - Drywall Material None Detected - DW Paper Facing
26-WB2-78	HA 26, Gypsum Wallboard, Room 236	None Detected - Drywall Material 2% Chrysotile - Joint Compound
27-WB3-79	HA 27, Joint Compound and Wallboard, Room 222	2% Chrysotile - Old Joint Compound None Detected - New Joint Compound
27-WB3-80	HA 27, Joint Compound and Wallboard, Room 229	2% Chrysotile - Old Joint Compound None Detected - New Joint Compound
27-WB3-81	HA 27, Joint Compound and Wallboard, Room 236	2% Chrysotile - Joint Compound



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Lab Job No. : 18B-11210
Report Date : 09/05/2018
Sample Date : 08/24/2018

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Sample Number	Client Sample Description / Location	Asbestos Content
28-CT4-82	HA 28, Drop Ceiling Tile (White, Pinholes), Room Bathroom 121	None Detected - Acoustic Tile
28-CT4-83	HA 28, Drop Ceiling Tile (White, Pinholes), Room Bathroom 122	None Detected - Acoustic Tile
28-CT4-84	HA 28, Drop Ceiling Tile (White, Pinholes), Room Bathroom 159	None Detected - Acoustic Tile
29-FC1-85	HA 29, Peel-and-Stick Sheet Flooring, Storage Closet for Roll Away Beds	None Detected - Top Floor Tile None Detected - Clear Mastic 3% Chrysotile - Bottom Floor Tile None Detected - Yellow Mastic
29-FC1-86	HA 29, Peel-and-Stick Sheet Flooring, Storage Closet for Roll Away Beds	None Detected - Top Floor Tile None Detected - Clear Mastic 3% Chrysotile - Bottom Floor Tile None Detected - Yellow Mastic
29-FC1-87	HA 29, Peel-and-Stick Sheet Flooring, Storage Closet for Roll Away Beds	None Detected - Top Floor Tile None Detected - Clear Mastic 3% Chrysotile - Bottom Floor Tile None Detected - Yellow Mastic
30-PI3-88	HA 30, Painted Paper (White) over Foam Elbow (Black), Laundry	None Detected - Foam Material None Detected - Paint
30-PI3-88	HA 30, Painted Paper (White) over Foam Elbow (Black), Laundry	None Detected - Foam Material None Detected - Duct Tape None Detected - Paint
30-PI3-88	HA 30, Painted Paper (White) over Foam Elbow (Black), Laundry	None Detected - Foam Material None Detected - Paint
31-PI3-91	HA 31, Painted Paper (White) over Foam Elbow (Yellow), Laundry	None Detected - Foam Material None Detected - Duct Tape None Detected - Paint
31-PI3-92	HA 31, Painted Paper (White) over Foam Elbow (Yellow), Laundry	None Detected - Foam Material None Detected - Duct Tape None Detected - Paint



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Lab Job No. : 18B-11210
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Sample Date : 08/24/2018

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Sample Number	Client Sample Description / Location	Asbestos Content
31-PI3-93	HA 31, Painted Paper (White) over Foam Elbow (Yellow), Laundry	None Detected - Foam Material None Detected - Duct Tape None Detected - Paint
32-WB4-94	HA 32, Painted Wall Texture (Yellow, Knock Down), Room 121	2% Chrysotile - Texture None Detected - Wall Covering None Detected - Texture None Detected - Paint
32-WB4-95	HA 32, Painted Wall Texture (Yellow, Knock Down), Room 122	None Detected - Bottom Paint None Detected - Texture None Detected - Top Paint
32-WB4-96	HA 32, Painted Wall Texture (Yellow, Knock Down), Room 159	None Detected - Texture None Detected - Paint
32-WB4-97	HA 32, Painted Wall Texture (Yellow, Knock Down), Room 222	None Detected - Bottom Paint None Detected - Texture None Detected - Top Paint
32-WB4-98	HA 32, Painted Wall Texture (Yellow, Knock Down), Room 229	None Detected - Texture None Detected - Paint
32-WB4-99	HA 32, Painted Wall Texture (Yellow, Knock Down), Room 236	2% Chrysotile - Texture None Detected - Wall Covering None Detected - Texture None Detected - Paint
32-WB4-100	HA 32, Painted Wall Texture (Yellow, Knock Down), Hallway	2% Chrysotile - Texture None Detected - Wall Covering None Detected - Texture None Detected - Paint
33-WB4-101	HA 33, Spray-Applied Ceiling Texture (White Popcorn), Room 121	5% Chrysotile - Acoustic Plaster
33-WB4-102	HA 33, Spray-Applied Ceiling Texture (White Popcorn), Hallway 229	2% Chrysotile - Old Texture None Detected - Acoustic Texture
33-WB4-103	HA 33, Spray-Applied Ceiling Texture (White Popcorn), Hallway 236	None Detected - Drywall Material 5% Chrysotile - Acoustic Texture



PLM Summary Report

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Project : Former Hotel, 2007 Tampico Way, Dalton, GA Report Date : 09/05/2018
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Sample Number	Client Sample Description / Location	Asbestos Content
33-WB4-104	HA 33, Spray-Applied Ceiling Texture (White Popcorn), Room 222	5% Chrysotile - Acoustic Texture
33-WB4-105	HA 33, Spray-Applied Ceiling Texture (White Popcorn), Hallway North Vending Lobby	None Detected - Acoustic Texture
33-WB4-106	HA 33, Spray-Applied Ceiling Texture (White Popcorn), Hallway South Door Entry	5% Chrysotile - Acoustic Plaster
33-WB4-107	HA 33, Spray-Applied Ceiling Texture (White Popcorn), Room 122	5% Chrysotile - Acoustic Plaster
34-FD2-108	HA 34, Wood Door with Insulation (White), Hallway Stair Exit 2nd Floor West	10% Amosite - Thermal Insulation 5% Chrysotile - Thermal Insulation None Detected - Laminate
34-FD2-109	HA 34, Wood Door with Insulation (White), Hallway Stair Exit 2nd Floor West	10% Amosite - Thermal Insulation 5% Chrysotile - Thermal Insulation
34-FD2-110	HA 34, Wood Door with Insulation (White), Hallway Stair Exit 2nd Floor West	10% Amosite - Thermal Insulation 5% Chrysotile - Thermal Insulation

These samples were analyzed by layers. Quantification, unless otherwise noted, is performed by calibrated visual estimate. The test report shall not be reproduced, except in full, without written approval of the laboratory. The results relate only to the items tested. These test results do not imply endorsement by NVLAP or any agency of the U.S. Government. Accredited by the National Voluntary Laboratory Accreditation Program for Bulk Asbestos Fiber Analysis under Lab Code 102056-0.



Analyst(s): Debra O'Sullivan, Melissa Garcia, Willie Pruitt

Lab Manager : Heather Lopez

Approved Signatory : _____

Lab Director : Bruce Crabb

Approved Signatory : _____

Thank you for choosing Moody Labs

Moody Labs

2051 Valley View Lane

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PLM Detail Report
Supplement to PLM Summary Report

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Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
01-MA6-1	Synthetic Foam (White)	50%	Synthetic Foam	100%	09/05	MG
	Base Plaster (Grey)	25%	Glass Wool Fibers	10%		
			Aggregate	40%		
			Binders / Fillers	50%		
			Stucco (Tan)	25%		
	Aggregate	65%				
Binders / Fillers	35%					
01-MA6-2	Synthetic Foam (White)	65%	Synthetic Foam	100%	09/05	MG
	Base Plaster (Grey)	35%	Glass Wool Fibers	<1%		
			Aggregate	50%		
			Binders / Fillers	50%		
			No Stucco			
	01-MA6-3	Synthetic Foam (White)	50%	Synthetic Foam		
Base Plaster (Grey)		25%	Glass Wool Fibers	10%		
			Aggregate	40%		
			Binders / Fillers	50%		
			Stucco (Tan)	25%		
Aggregate		65%				
Binders / Fillers	35%					
02-MA1-4	Brick (Red)	85%	Sintered Clays	100%	09/05	MG
	Mortar (Grey)	15%	Aggregate	65%		
			Cement Binders	35%		
02-MA1-5	Brick (Red)	35%	Sintered Clays	100%	09/05	MG
	Mortar (Grey)	65%	Aggregate	65%		
			Cement Binders	35%		
02-MA1-6	Brick (Red)	70%	Sintered Clays	100%	09/05	MG
	Mortar (Grey)	30%	Aggregate	65%		
			Cement Binders	35%		
03-CA2-7	Caulking (White)	100%	Calcite	50%	09/05	MG
			Binders / Fillers	50%		

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Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
03-CA2-8	Caulking (White)	100%	Calcite	50%	09/05	MG
			Binders / Fillers	50%		
03-CA2-9	Caulking (White)	100%	Calcite	50%	09/05	MG
			Binders / Fillers	50%		
04-RF2-10	Shingle 1 (Green / Tan)	37%	Glass Wool Fibers	15%	09/05	MG
			Calcite	30%		
			Tar Binders	40%		
			Aggregate	15%		
	Shingle 2 (Grey)	37%	Cellulose Fibers	15%		
			Calcite	30%		
			Tar Binders	40%		
			Aggregate	15%		
	Roofing Felts (Black)	26%	Cellulose Fibers	85%		
			Tar Binders	15%		
04-RF2-11	Shingle (Green / Tan)	75%	Glass Wool Fibers	15%	09/05	MG
			Calcite	30%		
			Tar Binders	40%		
			Aggregate	15%		
	Roofing Felts (Black)	25%	Cellulose Fibers	85%		
			Tar Binders	15%		
04-RF2-12	Shingle 1 (Green / Tan)	55%	Glass Wool Fibers	15%	09/05	MG
			Calcite	30%		
			Tar Binders	40%		
			Aggregate	15%		
	Shingle 2 (Grey)	25%	Cellulose Fibers	15%		
			Calcite	30%		
			Tar Binders	40%		
			Aggregate	15%		
	Roofing Felts (Black)	20%	Cellulose Fibers	85%		
			Tar Binders	15%		

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Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
05-FT2-13	Carpet (Red / Blue)	30%	Synthetic Fibers	85%	09/05	MG
			Glue Binders	15%		
	Floor Tile (Off-White)	69%	Chrysotile	3%		
			Calcite / Vinyl Binders	97%		
	Yellow Mastic (Yellow)	1%	Glue Binders	100%		
	Black Mastic (Black)	<1%	Chrysotile	3%		
			Tar Binders	97%		
05-FT2-14	Carpet (Red / Blue)	25%	Synthetic Fibers	85%	09/05	MG
			Glue Binders	15%		
	Floor Tile (Off-White)	74%	Chrysotile	3%		
			Calcite / Vinyl Binders	97%		
	Yellow Mastic (Yellow)	1%	Glue Binders	100%		
	Black Mastic (Black)	<1%	Chrysotile	3%		
			Tar Binders	97%		
05-FT2-15	Carpet (Red / Blue)	70%	Synthetic Fibers	85%	09/05	MG
			Glue Binders	15%		
	Floor Tile (Off-White)	29%	Chrysotile	3%		
			Calcite / Vinyl Binders	97%		
	Yellow Mastic (Yellow)	1%	Glue Binders	100%		
	Black Mastic (Black)	<1%	Chrysotile	3%		
			Tar Binders	97%		
06-FC6-16	Ceramic Tile (Light Tan)	79%	Sintered Clays	100%	09/05	MG
	Grout (Tan)	20%	Aggregate	65%		
			Cement Binders	35%		
	Mortar (Grey)	1%	Aggregate	65%		
			Cement Binders	35%		

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Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
06-FC6-17	Ceramic Tile (Light Tan)	70%	Sintered Clays	100%	09/05	MG
	Grout (Tan)	30%	Aggregate	65%		
			Cement Binders	35%		
	Mortar (Grey)	<1%	Aggregate	65%		
			Cement Binders	35%		
06-FC6-18	Ceramic Tile (Light Tan)	74%	Sintered Clays	100%	09/05	MG
	Grout (Tan)	25%	Aggregate	65%		
			Cement Binders	35%		
	Mortar (Grey)	1%	Aggregate	65%		
			Cement Binders	35%		
07-FC6-19	Ceramic Tile (Cream / Red)	70%	Sintered Clays	100%	09/05	MG
	Grout (Light Tan)	20%	Aggregate	65%		
			Cement Binders	35%		
	Mortar (Grey)	10%	Aggregate	65%		
			Cement Binders	35%		
07-FC6-20	Ceramic Tile (Cream / Red)	30%	Sintered Clays	100%	09/05	MG
	Grout (Light Tan)	70%	Aggregate	65%		
			Cement Binders	35%		
	No Mortar					
07-FC6-21	Ceramic Tile (Cream / Red)	62%	Sintered Clays	100%	09/05	MG
	Grout (Light Tan)	35%	Aggregate	65%		
			Cement Binders	35%		
	Mortar (Grey)	3%	Aggregate	65%		
			Cement Binders	35%		
08-FC6-22	Ceramic Tile (Cream)	90%	Sintered Clays	100%	09/05	MG
	Grout (Cream)	5%	Aggregate	65%		
			Cement Binders	35%		
	Mortar (Light Grey)	5%	Aggregate	65%		
			Cement Binders	35%		

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08-FC6-23	Ceramic Tile (Cream)	85%	Sintered Clays	100%	09/05	MG
	Grout (Cream)	15%	Aggregate	65%		
			Cement Binders	35%		
	No Mortar					
08-FC6-24	Ceramic Tile (Cream)	80%	Sintered Clays	100%	09/05	MG
	No Grout					
	Mortar (Light Grey)	20%	Aggregate	65%		
			Cement Binders	35%		
09-MG4-25	Ceramic Tile (Red)	63%	Sintered Clays	100%	09/05	MG
	Grout (Grey)	30%	Aggregate	65%		
			Cement Binders	35%		
	Cream Mastic (Cream)	1%	Calcite	50%		
			Glue Binders	50%		
	Mortar (Grey)	6%	Synthetic Fibers	5%		
			Aggregate	60%		
			Cement Binders	35%		
09-MG4-26	Ceramic Tile (Red)	59%	Sintered Clays	100%	09/05	MG
	Grout (Grey)	15%	Aggregate	65%		
			Cement Binders	35%		
	Cream Mastic (Cream)	1%	Calcite	50%		
			Glue Binders	50%		
	Mortar (Grey)	25%	Synthetic Fibers	5%		
			Aggregate	60%		
			Cement Binders	35%		

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09-MG4-27	Ceramic Tile (Red)	62%	Sintered Clays	100%	09/05	MG
		27%	Aggregate	65%		
	Grout (Grey)	1%	Cement Binders	35%		
			Calcite	50%		
	Cream Mastic (Cream)	10%	Glue Binders	50%		
			Synthetic Fibers	5%		
			Aggregate	60%		
			Cement Binders	35%		
10-CA3-28	Caulking (Off-White)	100%	Calcite	50%	09/05	MG
			Binders / Fillers	50%		
10-CA3-29	Caulking (Off-White)	100%	Calcite	50%	09/05	MG
			Binders / Fillers	50%		
10-CA3-30	Caulking (Off-White)	100%	Calcite	50%	09/05	MG
			Binders / Fillers	50%		
11-WB1-31	Drywall Material (Light Grey)	84%	Cellulose Fibers	5%	09/05	MG
			Gypsum / Binders	95%		
	DW Paper / Tape (Tan / White)	6%	Cellulose Fibers	100%		
	Joint Compound (White)	10%	Calcite / Talc / Binders	100%		
11-WB1-32	Drywall Material (Light Grey)	84%	Cellulose Fibers	5%	09/05	MG
			Gypsum / Binders	95%		
	DW Paper / Tape (Tan / White)	6%	Cellulose Fibers	100%		
	Joint Compound (White)	10%	Calcite / Talc / Binders	100%		
11-WB1-33	Drywall Material (Light Grey)	84%	Cellulose Fibers	5%	09/05	MG
			Gypsum / Binders	95%		
	DW Paper / Tape (Tan / White)	6%	Cellulose Fibers	100%		
	Joint Compound (White)	10%	Calcite / Talc / Binders	100%		

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12-WB2-34	Drywall Material (Grey)	70%	Cellulose Fibers	5%	09/05	MG
			Gypsum / Binders	95%		
	DW Paper Facing (Tan)	20%	Cellulose Fibers	100%		
	Wall Covering (Cream)	10%	Synthetic Fibers	15%		
			Cotton Fibers	15%		
			Vinyl Binders	70%		
12-WB2-35	Drywall Material (Grey)	100%	Cellulose Fibers	5%	09/05	MG
			Gypsum / Binders	95%		
12-WB2-36	Drywall Material (Grey)	75%	Cellulose Fibers	5%	09/05	MG
			Gypsum / Binders	95%		
	DW Paper / Tape (Tan / White)	10%	Cellulose Fibers	100%		
	Joint Compound (White)	15%	Calcite / Talc / Binders	100%		
13-WB3-37	Joint Compound (White)	24%	Calcite / Talc / Binders	100%	09/05	MG
	Mastic (Clear)	1%	Glue Binders	100%		
	Wall Covering (Light Beige)	75%	Synthetic Fibers	15%		
			Cotton Fibers	15%		
			Vinyl Binders	70%		
13-WB3-38	Joint Compound (White)	74%	Calcite / Talc / Binders	100%	09/05	MG
	Mastic (Yellow)	1%	Glue Binders	100%		
	Wall Covering (Light Beige)	25%	Synthetic Fibers	15%		
			Cotton Fibers	15%		
			Vinyl Binders	70%		
13-WB3-39	Joint Compound (White)	24%	Calcite / Talc / Binders	100%	09/05	WP
	Mastic (Clear)	1%	Glue Binders	100%		
	Wall Covering (Off-White)	75%	Synthetic Fibers	40%		
			Vinyl Binders	60%		

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14-SC3-40	CMU (Grey)	50%	Aggregate	65%	09/05	WP
			Cement Binders	35%		
	Mortar (Grey)	50%	Aggregate	65%		
			Cement Binders	35%		
	No Sealant					
14-SC3-41	CMU (Grey)	70%	Aggregate	65%	09/05	WP
			Cement Binders	35%		
	Mortar (Grey)	30%	Aggregate	65%		
			Cement Binders	35%		
	No Sealant					
14-SC3-42	CMU (Grey)	90%	Aggregate	65%	09/05	WP
			Cement Binders	35%		
	Mortar (Grey)	10%	Aggregate	65%		
			Cement Binders	35%		
	No Sealant					
15-CT4-43	Drywall Tile (White)	94%	Cellulose Fibers	2%	09/05	WP
			Glass Wool Fibers	2%		
			Mica	<1%		
			Gypsum / Binders	96%		
	DW Paper Facing (Tan)	5%	Cellulose Fibers	100%		
	Vinyl Facing (White)	1%	Vinyl Binders	100%		
15-CT4-44	Drywall Tile (White)	94%	Cellulose Fibers	2%	09/05	WP
			Glass Wool Fibers	2%		
			Mica	<1%		
			Gypsum / Binders	96%		
	DW Paper Facing (Tan)	5%	Cellulose Fibers	100%		
	Vinyl Facing (White)	1%	Vinyl Binders	100%		

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Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
15-CT4-45	Drywall Tile (White)	94%	Cellulose Fibers	2%	09/05	WP
			Glass Wool Fibers	2%		
			Mica	<1%		
			Gypsum / Binders	96%		
	DW Paper Facing (Tan)	5%	Cellulose Fibers	100%		
16-FC6-46	Vinyl Facing (White)	1%	Vinyl Binders	100%	09/05	WP
	Tile (Off-White)	80%	Mineral Grains	100%		
16-FC6-47	Leveling Compound (Off-White)	20%	Calcite / Binders	100%	09/05	WP
	Tile (Off-White)	80%	Mineral Grains	100%		
16-FC6-48	Leveling Compound (Off-White)	20%	Calcite / Binders	100%	09/05	WP
	Tile (Off-White)	80%	Mineral Grains	100%		
17-FC6-49	Ceramic Tile (Off-White)	78%	Sintered Clays	100%	09/05	WP
			Aggregate	65%		
			Cement Binders	35%		
	Mortar (Off-White)	10%	Aggregate	65%		
			Cement Binders	35%		
17-FC6-50	Black Mastic (Black)	2%	Tar Binders	100%		
	Ceramic Tile (Off-White)	88%	Sintered Clays	100%	09/05	WP
			No Grout			
			Mortar (Off-White)	10%		
17-FC6-51	Ceramic Tile (Off-White)	78%	Aggregate	65%		
			Cement Binders	35%		
			Tar Binders	100%		
	Mortar (Off-White)	10%	Aggregate	65%		
			Cement Binders	35%		
17-FC6-51	Black Mastic (Black)	2%	Tar Binders	100%		

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18-MG8-52	Carpet (Blue / Red Spots)	38%	Synthetic Fibers	85%	09/05	WP
			Glue Binders	15%		
	Glue (Yellow)	2%	Glue Binders	100%		
	Carpet Pad (Multi-colored)	60%	Synthetic Fibers	100%		
18-MG8-53	Carpet (Blue / Red Spots)	38%	Synthetic Fibers	85%	09/05	WP
			Glue Binders	15%		
	Glue (Yellow)	2%	Glue Binders	100%		
	Carpet Pad (Multi-colored)	60%	Synthetic Fibers	100%		
18-MG8-54	Carpet (Blue / Red Spots)	38%	Synthetic Fibers	85%	09/05	WP
			Glue Binders	15%		
	Glue (Yellow)	2%	Glue Binders	100%		
	Carpet Pad (Multi-colored)	60%	Synthetic Fibers	100%		
19-FC6-55	Ceramic Tile (White / Red)	50%	Sintered Clays	100%	09/05	WP
	Grout (Off-White)	39%	Aggregate	65%		
			Binders / Fillers	35%		
	Leveling Compound (White)	10%	Aggregate	35%		
			Calcite / Binders	65%		
19-FC6-56	Yellow Mastic (Yellow)	1%	Glue Binders	100%	09/05	WP
	Ceramic Tile (White / Red)	50%	Sintered Clays	100%		
	Grout (Off-White)	39%	Aggregate	65%		
			Binders / Fillers	35%		
	Leveling Compound (White)	10%	Aggregate	35%		
19-FC6-57			Calcite / Binders	65%	09/05	WP
	Yellow Mastic (Yellow)	1%	Glue Binders	100%		
	Ceramic Tile (White / Red)	50%	Sintered Clays	100%		
	Grout (Off-White)	39%	Aggregate	65%		
			Binders / Fillers	35%		
	Leveling Compound (White)	10%	Aggregate	35%		
			Calcite / Binders	65%		
	Yellow Mastic (Yellow)	1%	Glue Binders	100%		
	Ceramic Tile (White / Red)	50%	Sintered Clays	100%		
	Grout (Off-White)	39%	Aggregate	65%		
			Binders / Fillers	35%		
	Leveling Compound (White)	10%	Aggregate	35%		
			Calcite / Binders	65%		
	Yellow Mastic (Yellow)	1%	Glue Binders	100%		
	Ceramic Tile (White / Red)	50%	Sintered Clays	100%		
	Grout (Off-White)	39%	Aggregate	65%		
			Binders / Fillers	35%		
	Leveling Compound (White)	10%	Aggregate	35%		
			Calcite / Binders	65%		
	Yellow Mastic (Yellow)	1%	Glue Binders	100%		

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20-FT2-58	Floor Tile (Off-White)	98%	Chrysotile	3%	09/05	WP
			Calcite / Vinyl Binders	97%		
	Yellow Mastic (Yellow)	2%	Glue Binders	100%		
20-FT2-59	Floor Tile (Off-White)	98%	Chrysotile	3%	09/05	WP
			Calcite / Vinyl Binders	97%		
	Yellow Mastic (Yellow)	2%	Glue Binders	100%		
20-FT2-60	Floor Tile (Off-White)	98%	Chrysotile	3%	09/05	WP
			Calcite / Vinyl Binders	97%		
	Yellow Mastic (Yellow)	2%	Glue Binders	100%		
21-FC6-61	Ceramic Tile (Cream)	93%	Sintered Clays	100%	09/05	WP
	Grout (White)	2%	Calcite / Binders	100%		
	Adhesive (Off-White)	5%	Calcite / Binders	100%		
21-FC6-62	Ceramic Tile (Cream)	85%	Sintered Clays	100%	09/05	WP
	Grout (White)	3%	Calcite / Binders	100%		
	Adhesive (Off-White)	12%	Calcite / Binders	100%		
21-FC6-63	Ceramic Tile (Cream)	85%	Sintered Clays	100%	09/05	WP
	Grout (White)	10%	Calcite / Binders	100%		
	Adhesive (Off-White)	5%	Calcite / Binders	100%		
22-CA1-64	Caulking (White)	100%	Calcite	50%	09/05	WP
			Binders / Fillers	50%		
22-CA1-65	Caulking (White)	100%	Calcite	50%	09/05	WP
			Binders / Fillers	50%		
22-CA1-66	Caulking (White)	100%	Calcite	50%	09/05	WP
			Binders / Fillers	50%		
23-CA2-67	Caulking (White)	100%	Calcite	50%	09/05	WP
			Binders / Fillers	50%		
23-CA2-68	Caulking (White)	100%	Calcite	50%	09/05	WP
			Binders / Fillers	50%		

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23-CA2-69	Caulking (White)	100%	Calcite	50%	09/05	WP
			Binders / Fillers	50%		
24-MG3-70	Carpet Cove Base (Blue / Red Spots)	100%	Synthetic Fibers	85%	09/05	WP
			Glue Binders	15%		
	Glue (Yellow)	<1%	Glue Binders	100%		
24-MG3-71	Carpet Cove Base (Blue / Red Spots)	100%	Synthetic Fibers	85%	09/05	WP
			Glue Binders	15%		
	Glue (Yellow)	<1%	Glue Binders	100%		
24-MG3-72	Carpet Cove Base (Blue / Red Spots)	100%	Synthetic Fibers	85%	09/05	WP
			Glue Binders	15%		
	Glue (Yellow)	<1%	Glue Binders	100%		
25-WB1-73	Drywall Material (White)	65%	Glass Wool Fibers	2%	09/05	DO
			Cellulose Fibers	1%		
			Gypsum / Binders	97%		
	DW Paper / Tape (Tan / White)	10%	Cellulose Fibers	100%		
	Joint Compound (Off-White)	10%	Chrysotile	2%		
			Calcite / Talc / Binders	98%		
	Old Texture (Off-White)	10%	Chrysotile	2%		
			Calcite / Talc / Binders	98%		
	New Texture (White)	5%	Calcite / Talc / Binders	100%		
25-WB1-74	Drywall Material (White)	65%	Glass Wool Fibers	2%	09/05	DO
			Cellulose Fibers	1%		
			Gypsum / Binders	97%		
	DW Paper / Tape (Tan / White)	10%	Cellulose Fibers	100%		
	Joint Compound (White)	10%	Chrysotile	2%		
			Calcite / Talc / Binders	98%		
	Old Texture (Off-White)	10%	Chrysotile	2%		
			Calcite / Talc / Binders	98%		
	New Texture (White)	5%	Calcite / Talc / Binders	100%		

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25-WB1-75	Drywall Material (White)	65%	Glass Wool Fibers	2%	09/05	DO
			Cellulose Fibers	1%		
			Gypsum / Binders	97%		
	DW Paper / Tape (Tan / White)	10%	Cellulose Fibers	100%		
	Joint Compound (Off-White)	10%	Chrysotile	2%		
			Calcite / Talc / Binders	98%		
	Old Texture (Off-White)	10%	Chrysotile	2%		
			Calcite / Talc / Binders	98%		
	New Texture (White)	5%	Calcite / Talc / Binders	100%		
26-WB2-76	Drywall Material (White)	100%	Cellulose Fibers	5%	09/05	DO
			Gypsum / Binders	95%		
26-WB2-77	Drywall Material (White)	95%	Glass Wool Fibers	2%	09/05	DO
			Cellulose Fibers	1%		
			Gypsum / Binders	97%		
	DW Paper Facing (Tan)	5%	Cellulose Fibers	100%		
26-WB2-78	Drywall Material (White)	94%	Glass Wool Fibers	2%	09/05	DO
			Cellulose Fibers	1%		
			Gypsum / Binders	97%		
	DW Paper Facing (Tan)	5%	Cellulose Fibers	100%		
			Chrysotile	2%		
	Joint Compound (Off-White)	1%	Calcite / Talc / Binders	98%		
27-WB3-79	Old Joint Compound (Off-White)	<1%	Chrysotile	2%	09/05	DO
			Calcite / Talc / Binders	98%		
	New Joint Compound (White)	100%	Calcite / Talc / Binders	100%		
27-WB3-80	Old Joint Compound (Off-White)	1%	Chrysotile	2%	09/05	DO
			Calcite / Talc / Binders	98%		
	New Joint Compound (White)	99%	Calcite / Talc / Binders	100%		
27-WB3-81	DW Tape (White)	35%	Cellulose Fibers	100%	09/05	DO
	Joint Compound (Off-White)	65%	Chrysotile	2%		
			Calcite / Talc / Binders	98%		

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28-CT4-82	Acoustic Tile (Light Grey)	100%	Cellulose Fibers	65%	09/05	DO
			Mineral Wool Fibers	10%		
			Perlite	25%		
28-CT4-83	Acoustic Tile (Light Grey)	100%	Cellulose Fibers	65%	09/05	DO
			Mineral Wool Fibers	10%		
			Perlite	25%		
28-CT4-84	Acoustic Tile (Light Grey)	100%	Cellulose Fibers	65%	09/05	DO
			Mineral Wool Fibers	10%		
			Perlite	25%		
29-FC1-85	Top Floor Tile (Brown)	50%	Calcite / Vinyl Binders	100%	09/05	DO
	Clear Mastic (Clear)	1%	Glue Binders	100%		
	Bottom Floor Tile (Tan)	47%	Chrysotile	3%		
			Calcite / Vinyl Binders	97%		
		Yellow Mastic (Yellow)	2%	Glue Binders		
29-FC1-86	Top Floor Tile (Brown)	50%	Calcite / Vinyl Binders	100%	09/05	DO
	Clear Mastic (Clear)	1%	Glue Binders	100%		
	Bottom Floor Tile (Tan)	47%	Chrysotile	3%		
			Calcite / Vinyl Binders	97%		
		Yellow Mastic (Yellow)	2%	Glue Binders		
29-FC1-87	Top Floor Tile (Brown)	50%	Calcite / Vinyl Binders	100%	09/05	DO
	Clear Mastic (Clear)	1%	Glue Binders	100%		
	Bottom Floor Tile (Tan)	47%	Chrysotile	3%		
			Calcite / Vinyl Binders	97%		
		Yellow Mastic (Yellow)	2%	Glue Binders		
30-PI3-88	Foam Material (Black)	97%	Synthetic Foam	100%	09/05	DO
	Paint (White)	3%	Pigment / Binders	100%		

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Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
30-PI3-88	Foam Material (Black)	93%	Synthetic Foam	100%	09/05	DO
	Duct Tape (Silver)	5%	Cotton Fibers	25%		
			Vinyl Binders	50%		
			Glue Binders	25%		
	Paint (White)	2%	Pigment / Binders	100%		
30-PI3-88	Foam Material (Black)	97%	Synthetic Foam	100%	09/05	DO
	Paint (White)	3%	Pigment / Binders	100%		
31-PI3-91	Foam Material (Yellow)	93%	Synthetic Foam	100%	09/05	DO
	Duct Tape (Silver)	5%	Cotton Fibers	25%		
			Vinyl Binders	50%		
			Glue Binders	25%		
	Paint (White)	2%	Pigment / Binders	100%		
31-PI3-92	Foam Material (Yellow)	93%	Synthetic Foam	100%	09/05	DO
	Duct Tape (Silver)	5%	Cotton Fibers	25%		
			Vinyl Binders	50%		
			Glue Binders	25%		
	Paint (White)	2%	Pigment / Binders	100%		
31-PI3-93	Foam Material (Yellow)	93%	Synthetic Foam	100%	09/05	DO
	Duct Tape (Silver)	5%	Cotton Fibers	25%		
			Vinyl Binders	50%		
			Glue Binders	25%		
	Paint (White)	2%	Pigment / Binders	100%		
32-WB4-94	Texture (Off-White)	15%	Chrysotile	2%	09/05	DO
			Calcite / Talc / Binders	98%		
	Wall Covering (Tan)	75%	Synthetic Fibers	15%		
			Cotton Fibers	15%		
			Vinyl Binders	70%		
	Texture (White)	5%	Calcite / Talc / Binders	100%		
	Paint (Yellow)	5%	Pigment / Binders	100%		

Moody Labs

2051 Valley View Lane

Farmers Branch, TX 75234 Phone: (972) 241-8460

PLM Detail Report
Supplement to PLM Summary Report

NVLAP Lab Code 102056-0

TDSHS License No. 30-0084

Client : Terracon - Chattanooga

Project : Former Hotel, 2007 Tampico Way, Dalton, GA

Project # : E2187132

Lab Job No. : 18B-11210

Report Date : 09/05/2018

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Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
32-WB4-95	Bottom Paint (White)	85%	Pigment / Binders	100%	09/05	DO
	Texture (White)	10%	Calcite / Talc / Binders	100%		
	Top Paint (Yellow)	5%	Pigment / Binders	100%		
32-WB4-96	Texture (White)	95%	Calcite / Talc / Binders	100%	09/05	DO
	Paint (Yellow)	5%	Pigment / Binders	100%		
32-WB4-97	Bottom Paint (White)	85%	Pigment / Binders	100%	09/05	DO
	Texture (White)	10%	Calcite / Talc / Binders	100%		
	Top Paint (Yellow)	5%	Pigment / Binders	100%		
32-WB4-98	DW Paper Facing (Tan)	50%	Cellulose Fibers	100%	09/05	DO
	Texture (White)	45%	Calcite / Talc / Binders	100%		
	Paint (Yellow)	5%	Pigment / Binders	100%		
32-WB4-99	Texture (Off-White)	5%	Chrysotile	2%	09/05	DO
			Calcite / Talc / Binders	98%		
	Wall Covering (Tan)	45%	Synthetic Fibers	15%		
			Cotton Fibers	15%		
			Vinyl Binders	70%		
	Texture (White)	45%	Calcite / Talc / Binders	100%		
32-WB4-100	Paint (Yellow)	5%	Pigment / Binders	100%	09/05	DO
	Texture (Off-White)	5%	Chrysotile	2%		
			Calcite / Talc / Binders	98%		
	Wall Covering (Tan)	55%	Synthetic Fibers	15%		
			Cotton Fibers	15%		
			Vinyl Binders	70%		
33-WB4-101	Texture (White)	35%	Calcite / Talc / Binders	100%	09/05	DO
	Paint (Yellow)	5%	Pigment / Binders	100%		
	Acoustic Plaster (Light Beige)	100%	Chrysotile	5%		
			Perlite	75%		
			Calcite / Binders	20%		

Moody Labs

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Client : Terracon - Chattanooga

Project : Former Hotel, 2007 Tampico Way, Dalton, GA

Project # : E2187132

Lab Job No. : 18B-11210

Report Date : 09/05/2018

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Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
33-WB4-102	DW Paper Facing (Tan)	15%	Cellulose Fibers	100%	09/05	DO
	Glass DW Tape (White)	7%	Glass Wool Fibers	100%		
	Old Texture (Off-White)	3%	Chrysotile	2%		
			Calcite / Talc / Binders	98%		
	Acoustic Texture (White)	75%	Cellulose Fibers	5%		
			Perlite	45%		
			Calcite / Talc / Binders	50%		
33-WB4-103	Drywall Material (White)	50%	Glass Wool Fibers	2%	09/05	DO
			Cellulose Fibers	1%		
			Gypsum / Binders	97%		
	DW Paper Facing (Tan)	15%	Cellulose Fibers	100%		
	Acoustic Texture (White)	35%	Chrysotile	5%		
			Synthetic Foam	30%		
			Calcite / Talc / Binders	65%		
33-WB4-104	Acoustic Texture (White)	100%	Chrysotile	5%	09/05	DO
			Synthetic Foam	30%		
			Calcite / Talc / Binders	65%		
33-WB4-105	Acoustic Texture (White)	100%	Synthetic Foam	30%	09/05	DO
			Perlite	15%		
			Vermiculite	5%		
			Calcite / Talc / Binders	50%		
33-WB4-106	Acoustic Plaster (Light Beige)	100%	Chrysotile	5%	09/05	DO
			Perlite	75%		
			Calcite / Binders	20%		
33-WB4-107	Acoustic Plaster (Light Beige)	100%	Chrysotile	5%	09/05	DO
			Perlite	75%		
			Calcite / Binders	20%		

Moody Labs

2051 Valley View Lane

Farmers Branch, TX 75234 Phone: (972) 241-8460

PLM Detail Report
Supplement to PLM Summary Report

NVLAP Lab Code 102056-0

TDSHS License No. 30-0084

Client : Terracon - Chattanooga

Project : Former Hotel, 2007 Tampico Way, Dalton, GA

Project # : E2187132

Lab Job No. : 18B-11210

Report Date : 09/05/2018

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Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
34-FD2-108	Thermal Insulation (White)	25%	Amosite	10%	09/05	DO
			Chrysotile	5%		
			Binders / Fillers	85%		
	Laminate (Brown)	75%	Cellulose Fibers	80%		
			Resin Binders	20%		
34-FD2-109	Thermal Insulation (White)	100%	Amosite	10%	09/05	DO
			Chrysotile	5%		
			Binders / Fillers	85%		
34-FD2-110	Thermal Insulation (White)	100%	Amosite	10%	09/05	DO
			Chrysotile	5%		
			Binders / Fillers	85%		



Lab Job # 83-1120 PUN
Lab Job # _____
Lab Job # _____

Page 1 of 3

Please call in advance for immediate, after-hour, & weekend pricing & availability.

Bulk ☐ Immediate ☒ 1 day ☐ 2 day ☐ 3 day ☒ 5 day
PCM Air (7400) ☒ Analyze All ☐ Positive Stop

☐ Immediate ☐ 1 day ☐ 2 day ☐ 3 day ☐ 5 day

TOTAL DUST(0500/0600)

☐ 1 day ☐ 2 day

ASBESTOS TEM

☐ Late Night* ☐ 6 hr ☐ 12 hr ☐ 24 hr
☐ 1 day ☐ 2 day ☐ 3 day
☐ 1 day ☐ 2 day ☐ 3 day ☐ 5 day
☐ 1 day ☐ 2 day ☐ 3 day
☐ Yes ☐ No

***Late night analysis surcharges apply**

Billing Company / City: TERRACON / CHATTANOOGA

Submitter's Company: TERRACON CONSULTANTS INC

Submitter's Name: BRIAN W. WATSON

Project: FORMER HOTEL

Contact Information: Name: BRAN W. WATSON

E-mail Results to: bwwatson @ terracotta.com

Invoice Address: 51 Lost Mound Drive, Chattanooga, TN

Please review paperwork and samples before submitting to lab. Unsealed / Improperly packaged / damaged / expired samples or excessive administrative requests may incur additional fees

Notes: 2007 TAMPICO WAY, DALTON GA

MOLD

Direct Exam	<input type="checkbox"/> Immediate	<input type="checkbox"/> 1 day	<input type="checkbox"/> 2 day
Standard Air	<input type="checkbox"/> Immediate	<input type="checkbox"/> 1 day	<input type="checkbox"/> 2 day
Expanded Air	<input type="checkbox"/> Immediate	<input type="checkbox"/> 1 day	<input type="checkbox"/> 2 day
Culture**	<input type="checkbox"/> 10-14 days		
Analyze Blanks	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

****Turnaround of Culture Samples subject to Culture Growth****

BACTERIA**

Colony Counts (CC) ☐ 3 day ☐ 5 day
 CC + Gram Stain ☐ 3 day ☐ 5 day
 Coliform & E. coli (P/A) ☐ 2-3 day
 Legionella ☐ 14 days

OTHER:

of Samples: _____
Sample Date: 08-24-2018
Project #: E2187132
Phone #: 423-499-6111
Mobile #: 423-463-6355
Fax #: 423-499-8099
P.O. #: E2187132

[illegible]

BB 11210

Former Motel
2007 Tampico Way, Dalton, Whitfield County, Georgia
Terracon Project No. E2187132

ASBESTOS SURVEY SAMPLE LOCATION SUMMARY

HA	Sample No.	Description	Sample Location
1	01-MA6-1	Tan painted EIFS	Exterior lobby main entry
	01-MA6-2	Tan painted EIFS	Exterior drive thru column
	01-MA6-3	Tan painted EIFS	Exterior north façade of building
2	02-MA1-4	Red brick with grey mortar	Exterior lobby drive thru south column
	02-MA1-5	Red brick with grey mortar	Exterior lobby drive thru north column
	02-MA1-6	Red brick with grey mortar	Exterior lobby main entry
3	03-CA2-7	White caulking	Exterior door on main entry
	03-CA2-8	White caulking	Exterior lobby main entry
	03-CA2-9	White caulking	Exterior drive thru column
4	04-RF2-10	Black felt paper and asphalt shingles under red metal roof	Exterior roof lobby
	04-RF2-11	Black felt paper and asphalt shingles under red metal roof	Exterior roof rooms north
	04-RF2-12	Black felt paper and asphalt shingles under red metal roof	Exterior roof rooms west
5	05-FT2-13	Cream VCT and black mastic under carpet	Lobby front desk
	05-FT2-14	Cream VCT and black mastic under carpet	Lobby front desk
	05-FT2-15	Cream VCT and black mastic under carpet	Lobby front desk
6	06-FC6-16	Cream faced large cream ceramic tile and mortar	Lobby - front
	06-FC6-17	Cream faced large cream ceramic tile and mortar	Lobby - front
	06-FC6-18	Cream faced large cream ceramic tile and mortar	Lobby - front
7	07-FC6-19	Cream faced red ceramic tile and mortar	Lobby - rear
	07-FC6-20	Cream faced red ceramic tile and mortar	Lobby - rear
	07-FC6-21	Cream faced red ceramic tile and mortar	Lobby - rear
8	08-FC6-22	Cream faced little cream ceramic tile and mortar	Lobby- Restroom
	08-FC6-23	Cream faced little cream ceramic tile and mortar	Lobby- Restroom
	08-FC6-24	Cream faced little cream ceramic tile and mortar	Lobby- Restroom
9	09-MG4-25	Red ceramic tile and grey mortar adhered on fireplace	Lobby fireplace
	09-MG4-26	Red ceramic tile and grey mortar adhered on fireplace	Lobby fireplace
	09-MG4-27	Red ceramic tile and grey mortar adhered on fireplace	Lobby fireplace
10	10-CA3-28	White caulking	Lobby wall counter
	10-CA3-29	White caulking	Lobby wall front door
	10-CA3-30	White caulking	Lobby wall break area
11	11-WB1-31	Gypsum wall board, joint compound, and tape	Lobby - main entry
	11-WB1-32	Gypsum wall board, joint compound, and tape	Lobby - break area
	11-WB1-33	Gypsum wall board, joint compound, and tape	Lobby - office
12	12-WB2-34	Gypsum wallboard	Lobby - north wall
	12-WB2-35	Gypsum wallboard	Lobby - rear room
	12-WB2-36	Gypsum wallboard	Lobby - restroom
13	13-WB3-37	Joint compound on wallboard	Lobby - desk
	13-WB3-38	Joint compound on wallboard	Lobby - west wall
	13-WB3-39	Joint compound on wallboard	Lobby - counter
14	14-SC3-40	Tan CMU wall sealant	Lobby - rear
	14-SC3-41	Tan CMU wall sealant	Lobby - rear
	14-SC3-42	Tan CMU wall sealant	Lobby - rear
15	15-CT4-43	White solid drop ceiling tile	Lobby - break area
	15-CT4-44	White solid drop ceiling tile	Lobby - break area
	15-CT4-45	White solid drop ceiling tile	Lobby - break area
16	16-FC6-46	White solid threshold and leveling compound	Room 121
	16-FC6-47	White solid threshold and leveling compound	Room 122
	16-FC6-48	White solid threshold and leveling compound	Room 159
17	17-FC6-49	Ceramic floor tile over VCT and black mastic	Room bathroom 121
	17-FC6-50	Ceramic floor tile over VCT and black mastic	Room bathroom 122
	17-FC6-51	Ceramic floor tile over VCT and black mastic	Room bathroom 159

108-1120

ASBESTOS SURVEY SAMPLE LOCATION SUMMARY (continued)

18	18-MG8-52	Dark blue with red spots carpet, grey pad, and yellow glue	Room bathroom 236
	18-MG8-53	Dark blue with red spots carpet, grey pad, and yellow glue	Room bathroom 229
	18-MG8-54	Dark blue with red spots carpet, grey pad, and yellow glue	Room bathroom 222
19	19-FC6-55	Red ceramic tile with leveling compound	Guest laundry room
	19-FC6-56	Red ceramic tile with leveling compound	Guest laundry room
	19-FC6-57	Red ceramic tile with leveling compound	Guest laundry room
20	20-FT2-58	12x12 cream VCT and yellow mastic	Maintenance room 2 nd Floor
	20-FT2-59	12x12 cream VCT and yellow mastic	Maintenance room 2 nd Floor
	20-FT2-60	12x12 cream VCT and yellow mastic	Maintenance room 2 nd Floor
21	21-FC6-61	Cream wall ceramic tile and adhesive	Room bathroom 159
	21-FC6-62	Cream wall ceramic tile and adhesive	Room bathroom 121
	21-FC6-63	Cream wall ceramic tile and adhesive	Room bathroom 236
22	22-CA1-64	White window caulking	Room 159
	22-CA1-65	White window caulking	Room 121
	22-CA1-66	White window caulking	Room 236
23	23-CA2-67	White door caulking	Room 222
	23-CA2-68	White door caulking	Room 229
	23-CA2-69	White door caulking	Room 236
24	24-MG3-70	Carpet cove base and glue	Room 159
	24-MG3-71	Carpet cove base and glue	Room 121
	24-MG3-72	Carpet cove base and glue	Room 236
25	25-WB1-73	Gypsum wallboard, joint compound, and tape	Room 222
	25-WB1-74	Gypsum wallboard, joint compound, and tape	Room 229
	25-WB1-75	Gypsum wallboard, joint compound, and tape	Room 236
26	26-WB2-76	Gypsum wallboard	Room 159
	26-WB2-77	Gypsum wallboard	Room 121
	26-WB2-78	Gypsum wallboard	Room 236
27	27-WB3-79	Joint compound and wallboard	Room 222
	27-WB3-80	Joint compound and wallboard	Room 229
	27-WB3-81	Joint compound and wallboard	Room 236
28	28-CT4-82	White drop ceiling tile with pinholes	Room bathroom 121
	28-CT4-83	White drop ceiling tile with pinholes	Room bathroom 122
	28-CT4-84	White drop ceiling tile with pinholes	Room bathroom 159
29	29-FC1-85	Peel and stick sheet flooring	Storage closet for roll away beds
	29-FC1-86	Peel and stick sheet flooring	Storage closet for roll away beds
	29-FC1-87	Peel and stick sheet flooring	Storage closet for roll away beds
30	30-PI3-88	White painted paper over black foam elbow	Laundry
	30-PI3-89	White painted paper over black foam elbow	Laundry
	30-PI3-90	White painted paper over black foam elbow	Laundry
31	31-PI3-91	White painted paper over yellow foam elbow	Laundry
	31-PI3-92	White painted paper over yellow foam elbow	Laundry
	31-PI3-93	White painted paper over yellow foam elbow	Laundry
32	32-WB4-94	Yellow painted wall texture knock down	Room 121
	32-WB4-95	Yellow painted wall texture knock down	Room 122
	32-WB4-96	Yellow painted wall texture knock down	Room 159
	32-WB4-97	Yellow painted wall texture knock down	Room 222
	32-WB4-98	Yellow painted wall texture knock down	Room 229
	32-WB4-99	Yellow painted wall texture knock down	Room 236
	32-WB4-100	Yellow painted wall texture knock down	Hallway
33	33-WB4-101	White popcorn spray applied ceiling texture	Room 121
	33-WB4-102	White popcorn spray applied ceiling texture	Hallway 229
	33-WB4-103	White popcorn spray applied ceiling texture	Hallway 236
	33-WB4-104	White popcorn spray applied ceiling texture	Room 222
	33-WB4-105	White popcorn spray applied ceiling texture	Hallway north vending lobby
	33-WB4-106	White popcorn spray applied ceiling texture	Hallway south door entry
	33-WB4-107	White popcorn spray applied ceiling texture	Room 122
34	34-FD2-108	Wood door with white insulation	Hallway stair exit 2 nd Floor west
	34-FD2-109	Wood door with white insulation	Hallway stair exit 2 nd Floor west
	34-FD2-110	Wood door with white insulation	Hallway stair exit 2 nd Floor west

APPENDIX D

PAINT SAMPLE SUMMARY SHEET

APPENDIX D

PAINT SAMPLE SUMMARY SHEET
Former Motel Commercial Structures
2007 Tampico Way, Dalton, Whitfield County, Georgia
Terracon Project No. E2187132

Sample ID	Laboratory No.	Description	Sample Locations
01	L1021684-01	Yellow paint	Interior
02	L1021684-02	White paint	Interior
03	L1021684-03	Cream paint	Interior
04	L1021684-04	Cream paint	Exterior
05	L1021684-05	Grey paint	Exterior
06	L1021684-06	White paint	Exterior

APPENDIX E

SUMMARY OF ANALYTICAL DATA FOR PAINT

APPENDIX E

SUMMARY OF ANALYTICAL DATA FOR PAINT
Former Motel Commercial Structures
2007 Tampico Way, Dalton, Whitfield County, Georgia
Terracon Project No. E2187132

Sample ID	Laboratory No.	Result of 6010B Analysis	Units
01	L1021684-01	ND	mg/kg
02	L1021684-02	ND	mg/kg
03	L1021684-03	ND	mg/kg
04	L1021684-04	ND	mg/kg
05	L1021684-05	ND	mg/kg
06	L1021684-06	ND	mg/kg

ND = Not detected

APPENDIX F

LEAD ANALAYTICAL REPORT

September 04, 2018

Terracon - Chattanooga, TN

Sample Delivery Group: L1021684
Samples Received: 08/29/2018
Project Number: E2187136
Description: Econolodge, Dalton

Report To: Mr. Brian Watson
51 Lost Mound Dr, Ste 135
Chattanooga, TN 37406

Entire Report Reviewed By:



Heather J Wagner
Project Manager

Results relate only to the items tested or calibrated and are reported as rounded values. This test report shall not be reproduced, except in full, without written approval of the laboratory. Where applicable, sampling conducted by Pace National is performed per guidance provided in laboratory standard operating procedures: 060302, 060303, and 060304.



Cp: Cover Page	1	¹ Cp
Tc: Table of Contents	2	
Ss: Sample Summary	3	² Tc
Cn: Case Narrative	4	
Sr: Sample Results	5	³ Ss
INTERIOR ROOM YELLOW PAINT L1021684-01	5	
INTERIOR WHITE PAINT L1021684-02	6	⁴ Cn
INTERIOR CREAM PAINT ON CMU L1021684-03	7	⁵ Sr
EXTERIOR CREAM PAINT L1021684-04	8	
EXTERIOR GRAY PAINT L1021684-05	9	⁶ Qc
EXTERIOR WHITE PAINT L1021684-06	10	⁷ Gl
Qc: Quality Control Summary	11	
Metals (ICP) by Method 6010B	11	⁸ Al
Gl: Glossary of Terms	12	
Al: Accreditations & Locations	13	⁹ Sc
Sc: Sample Chain of Custody	14	



INTERIOR ROOM YELLOW PAINT L1021684-01 PAINT

			Collected by Steve Akins	Collected date/time 08/24/18 10:45	Received date/time 08/29/18 08:45
Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst
Metals (ICP) by Method 6010B	WG1159308	1	08/30/18 10:17	09/03/18 14:20	ST

¹ Cp

² Tc

³ Ss

INTERIOR WHITE PAINT L1021684-02 PAINT

			Collected by Steve Akins	Collected date/time 08/24/18 10:55	Received date/time 08/29/18 08:45
Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst
Metals (ICP) by Method 6010B	WG1159308	1	08/30/18 10:17	09/03/18 14:23	ST

⁴ Cn

⁵ Sr

INTERIOR CREAM PAINT ON CMU L1021684-03 PAINT

			Collected by Steve Akins	Collected date/time 08/24/18 10:20	Received date/time 08/29/18 08:45
Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst
Metals (ICP) by Method 6010B	WG1159308	1	08/30/18 10:17	09/03/18 14:26	ST

⁶ Qc

⁷ Gl

EXTERIOR CREAM PAINT L1021684-04 PAINT

			Collected by Steve Akins	Collected date/time 08/24/18 11:07	Received date/time 08/29/18 08:45
Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst
Metals (ICP) by Method 6010B	WG1159308	1	08/30/18 10:17	09/03/18 14:29	ST

⁸ Al

⁹ Sc

EXTERIOR GRAY PAINT L1021684-05 PAINT

			Collected by Steve Akins	Collected date/time 08/24/18 11:16	Received date/time 08/29/18 08:45
Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst
Metals (ICP) by Method 6010B	WG1159308	1	08/30/18 10:17	09/03/18 14:32	ST

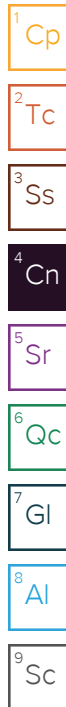
EXTERIOR WHITE PAINT L1021684-06 PAINT

			Collected by Steve Akins	Collected date/time 08/24/18 11:28	Received date/time 08/29/18 08:45
Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst
Metals (ICP) by Method 6010B	WG1159308	1	08/30/18 10:17	09/03/18 14:35	ST



All sample aliquots were received at the correct temperature, in the proper containers, with the appropriate preservatives, and within method specified holding times, unless qualified or notated within the report. Where applicable, all MDL (LOD) and RDL (LOQ) values reported for environmental samples have been corrected for the dilution factor used in the analysis. All Method and Batch Quality Control are within established criteria except where addressed in this case narrative, a non-conformance form or properly qualified within the sample results. By my digital signature below, I affirm to the best of my knowledge, all problems/anomalies observed by the laboratory as having the potential to affect the quality of the data have been identified by the laboratory, and no information or data have been knowingly withheld that would affect the quality of the data.

Heather J Wagner
Project Manager





Collected date/time: 08/24/18 10:45

L1021684

Metals (ICP) by Method 6010B

Analyte	Result mg/kg	Qualifier	RDL mg/kg	Dilution	Analysis date / time	Batch
Lead	ND		50.0	1	09/03/2018 14:20	WG1159308

¹Cp

²Tc

³Ss

⁴Cn

⁵Sr

⁶Qc

⁷Gl

⁸Al

⁹Sc

Metals (ICP) by Method 6010B

Analyte	Result mg/kg	Qualifier	RDL mg/kg	Dilution	Analysis date / time	Batch
Lead	ND		50.0	1	09/03/2018 14:23	WG1159308

¹Cp

²Tc

³Ss

⁴Cn

⁵Sr

⁶Qc

⁷Gl

⁸Al

⁹Sc



Collected date/time: 08/24/18 10:20

L1021684

Metals (ICP) by Method 6010B

Analyte	Result mg/kg	Qualifier	RDL mg/kg	Dilution	Analysis date / time	Batch
Lead	ND		50.0	1	09/03/2018 14:26	WG1159308

¹Cp

²Tc

³Ss

⁴Cn

⁵Sr

⁶Qc

⁷Gl

⁸Al

⁹Sc

Metals (ICP) by Method 6010B

Analyte	Result mg/kg	Qualifier	RDL mg/kg	Dilution	Analysis date / time	Batch
Lead	ND		50.0	1	09/03/2018 14:29	WG1159308

¹Cp

²Tc

³Ss

⁴Cn

⁵Sr

⁶Qc

⁷Gl

⁸Al

⁹Sc

Metals (ICP) by Method 6010B

Analyte	Result mg/kg	Qualifier	RDL mg/kg	Dilution	Analysis date / time	Batch
Lead	ND		50.0	1	09/03/2018 14:32	WG1159308

¹Cp

²Tc

³Ss

⁴Cn

⁵Sr

⁶Qc

⁷Gl

⁸Al

⁹Sc



Metals (ICP) by Method 6010B

Analyte	Result mg/kg	Qualifier	RDL mg/kg	Dilution	Analysis date / time	Batch
Lead	ND		50.0	1	09/03/2018 14:35	WG1159308

¹Cp

²Tc

³Ss

⁴Cn

⁵Sr

⁶Qc

⁷Gl

⁸Al

⁹Sc



Method Blank (MB)

(MB) R3338732-1 09/03/18 13:43

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
Lead	U		16.7	50.0

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3338732-2 09/03/18 13:45 • (LCSD) R3338732-3 09/03/18 13:48

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCSD Result mg/kg	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
Lead	4980	4730	5010	94.9	101	80.0-120			5.79	20

1Cp

2Tc

3Ss

4Cn

5Sr

6Qc

7Gl

8Al

9Sc



Guide to Reading and Understanding Your Laboratory Report

The information below is designed to better explain the various terms used in your report of analytical results from the Laboratory. This is not intended as a comprehensive explanation, and if you have additional questions please contact your project representative.

Abbreviations and Definitions

MDL	Method Detection Limit.
ND	Not detected at the Reporting Limit (or MDL where applicable).
RDL	Reported Detection Limit.
Rec.	Recovery.
RPD	Relative Percent Difference.
SDG	Sample Delivery Group.
U	Not detected at the Reporting Limit (or MDL where applicable).
Analyte	The name of the particular compound or analysis performed. Some Analyses and Methods will have multiple analytes reported.
Dilution	If the sample matrix contains an interfering material, the sample preparation volume or weight values differ from the standard, or if concentrations of analytes in the sample are higher than the highest limit of concentration that the laboratory can accurately report, the sample may be diluted for analysis. If a value different than 1 is used in this field, the result reported has already been corrected for this factor.
Limits	These are the target % recovery ranges or % difference value that the laboratory has historically determined as normal for the method and analyte being reported. Successful QC Sample analysis will target all analytes recovered or duplicated within these ranges.
Qualifier	This column provides a letter and/or number designation that corresponds to additional information concerning the result reported. If a Qualifier is present, a definition per Qualifier is provided within the Glossary and Definitions page and potentially a discussion of possible implications of the Qualifier in the Case Narrative if applicable.
Result	The actual analytical final result (corrected for any sample specific characteristics) reported for your sample. If there was no measurable result returned for a specific analyte, the result in this column may state "ND" (Not Detected) or "BDL" (Below Detectable Levels). The information in the results column should always be accompanied by either an MDL (Method Detection Limit) or RDL (Reporting Detection Limit) that defines the lowest value that the laboratory could detect or report for this analyte.
Case Narrative (Cn)	A brief discussion about the included sample results, including a discussion of any non-conformances to protocol observed either at sample receipt by the laboratory from the field or during the analytical process. If present, there will be a section in the Case Narrative to discuss the meaning of any data qualifiers used in the report.
Quality Control Summary (Qc)	This section of the report includes the results of the laboratory quality control analyses required by procedure or analytical methods to assist in evaluating the validity of the results reported for your samples. These analyses are not being performed on your samples typically, but on laboratory generated material.
Sample Chain of Custody (Sc)	This is the document created in the field when your samples were initially collected. This is used to verify the time and date of collection, the person collecting the samples, and the analyses that the laboratory is requested to perform. This chain of custody also documents all persons (excluding commercial shippers) that have had control or possession of the samples from the time of collection until delivery to the laboratory for analysis.
Sample Results (Sr)	This section of your report will provide the results of all testing performed on your samples. These results are provided by sample ID and are separated by the analyses performed on each sample. The header line of each analysis section for each sample will provide the name and method number for the analysis reported.
Sample Summary (Ss)	This section of the Analytical Report defines the specific analyses performed for each sample ID, including the dates and times of preparation and/or analysis.

Qualifier Description

The remainder of this page intentionally left blank, there are no qualifiers applied to this SDG.

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc



Pace National is the only environmental laboratory accredited/certified to support your work nationwide from one location. One phone call, one point of contact, one laboratory. No other lab is as accessible or prepared to handle your needs throughout the country. Our capacity and capability from our single location laboratory is comparable to the collective totals of the network laboratories in our industry. The most significant benefit to our one location design is the design of our laboratory campus. The model is conducive to accelerated productivity, decreasing turn-around time, and preventing cross contamination, thus protecting sample integrity. Our focus on premium quality and prompt service allows us to be YOUR LAB OF CHOICE.

* Not all certifications held by the laboratory are applicable to the results reported in the attached report.

* Accreditation is only applicable to the test methods specified on each scope of accreditation held by Pace National.

State Accreditations

Alabama	40660	Nebraska	NE-OS-15-05
Alaska	17-026	Nevada	TN-03-2002-34
Arizona	AZ0612	New Hampshire	2975
Arkansas	88-0469	New Jersey–NELAP	TN002
California	2932	New Mexico ¹	n/a
Colorado	TN00003	New York	11742
Connecticut	PH-0197	North Carolina	Env375
Florida	E87487	North Carolina ¹	DW21704
Georgia	NELAP	North Carolina ³	41
Georgia ¹	923	North Dakota	R-140
Idaho	TN00003	Ohio–VAP	CL0069
Illinois	200008	Oklahoma	9915
Indiana	C-TN-01	Oregon	TN200002
Iowa	364	Pennsylvania	68-02979
Kansas	E-10277	Rhode Island	LA000356
Kentucky ^{1 6}	90010	South Carolina	84004
Kentucky ²	16	South Dakota	n/a
Louisiana	AI30792	Tennessee ^{1 4}	2006
Louisiana ¹	LA180010	Texas	T 104704245-17-14
Maine	TN0002	Texas ⁵	LAB0152
Maryland	324	Utah	TN00003
Massachusetts	M-TN003	Vermont	VT2006
Michigan	9958	Virginia	460132
Minnesota	047-999-395	Washington	C847
Mississippi	TN00003	West Virginia	233
Missouri	340	Wisconsin	9980939910
Montana	CERT0086	Wyoming	A2LA

Third Party Federal Accreditations

A2LA – ISO 17025	1461.01	AIHA-LAP, LLC EMLAP	100789
A2LA – ISO 17025 ⁵	1461.02	DOD	1461.01
Canada	1461.01	USDA	P330-15-00234
EPA–Crypto	TN00003		

¹ Drinking Water ² Underground Storage Tanks ³ Aquatic Toxicity ⁴ Chemical/Microbiological ⁵ Mold ⁶ Wastewater n/a Accreditation not applicable

Our Locations

Pace National has sixty-four client support centers that provide sample pickup and/or the delivery of sampling supplies. If you would like assistance from one of our support offices, please contact our main office. Pace National performs all testing at our central laboratory.



TERRACON
51 Lost Mound Dr
Chattanooga, TN 37406

Report to:
Brian W. Watson

Project
Description: **Econolodge, Dalton**

Phone: **423-499-6111**
Fax: **423-499-8099**

Collected by (print):
Steve Akins

Collected by (signature):

[Signature]
Immediately
Packed on Ice ☒ N ☐ Y

Billing Information:

Same

Email To:
brian.watson@terracon.com

City/State
Collected: **Dalton, GA**

Lab Project #

P.O. #
E2187136

Quote #

Rush? (Lab MUST Be Notified)

☐ Same Day ☐ Five Day
☐ Next Day ☐ 5 Day (Rad Only)
☐ Two Day ☐ 10 Day (Rad Only)
☐ Three Day

Date Results Needed

No.
of
Cnts

Total Lead

Analysis / Container / Preservative

Chain of Custody Page of



YOUR LAB OF CHOICE

12065 Lebanon Rd
Mount Juliet, TN 37122
Phone: 615-758-5858
Phone: 800-767-5859
Fax: 615-758-5859



L# **L1021684**
D121

Acctnum:

Template:

Prelogin:

TSR:

PB:

Shipped Via:

Remarks Sample # (lab only)

-01

-02

-03

-04

-05

-06

* Matrix:
SS - Soil AIR - Air F - Filter
GW - Groundwater B - Bioassay
WW - Wastewater
DW - Drinking Water
OT - Other

Remarks:

Samples returned via:

☐ UPS ☒ FedEx ☐ Courier

Tracking #

pH Temp

Flow Other

Sample Receipt Checklist

COC Seal Present/Intact: ☒ Y ☐ N
COC Signed/Accurate: ☒ Y ☐ N
Bottles arrive intact: ☒ Y ☐ N
Correct bottles used: ☒ Y ☐ N
Sufficient volume sent: ☒ Y ☐ N
If Applicable
VOA Zero Headspace: ☐ Y ☐ N
Preservation Correct/Checked: ☐ Y ☐ N

Relinquished by: (Signature)

Date:

Time:

Received by: (Signature)

Trip Blank Received: Yes ☐ No ☒
HCL/MeOH
TBR

Relinquished by: (Signature)

Date:

Time:

Received by: (Signature)

Temp: °C Bottles Received:

Relinquished by: (Signature)

Date:

Time:

Received for lab by: (Signature)

Date: 8/29/18 Time: 8:45

If preservation required by Login: Date:

Hold:

Condition:
NCF / ☒ OK

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APPENDIX G

PHOTOGRAPHS



Photo #1 View of the motel looking from parking lot towards lobby.



Photo #2 View of the motel looking from the swimming pool to the guest rooms.



Photo #3 View of the exterior of the site looking towards the guest rooms.



Photo #4 View of the exterior of the site looking towards the guest rooms.



Photo #5 View of the exterior of the site looking towards the guest rooms.



Photo #6 View of the exterior of the site looking towards a portion of the burned units.



Photo #7 View of the interior lobby area.

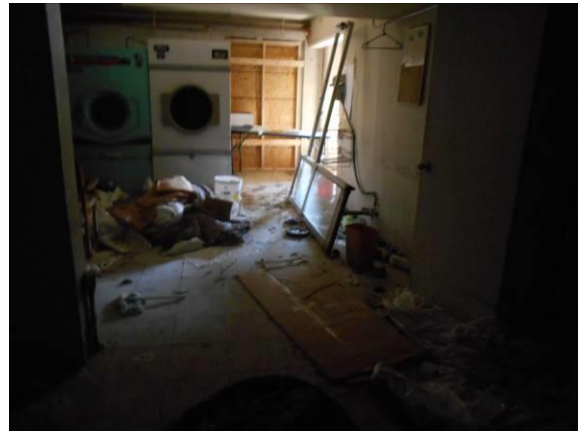


Photo #8 View of the laundry/housekeeping storage room.



Photo #9 View of the interior of a guest room.



Photo #10 View of the interior of a guest room.



Photo #11 View of the ACM vinyl composite tile (HA-5) under carpet in the lobby area.



Photo #12 View of the ACM vinyl composite tile (HA-20) in the maintenance area.



Photo #13 View of the interior of a guest room.



Photo #14 View of the interior of a guest room.



Photo #15 View of the ACM joint compound and textured (HA-25) wall surface in guest room.



Photo #16 View of the ACM joint compound (HA-26) and textured wall surface in guest rooms.



Photo #17 View of the ACM joint compound (HA-27) and textured wall surface in guest rooms.



Photo #18 View of the ACM texture (HA-32) on wallboard in guest rooms.



Photo #19 View of the ACM spray applied acoustical texture (HA-33) on ceiling in guest rooms



Photo #20 View of air vent at the wall and ceiling juncture.



Photo #21 View of a micro-refrigerator and debris from a guest room.



Photo #22 View of wood roof rafters and decking.



Photo #23 View of the exterior walkway with metal canopy.



Photo #24 View of mirror and joint compound in guest rooms.



Photo #25 View of the pipe wrap in the guest laundry.



Photo #26 View of breaker electrical box.

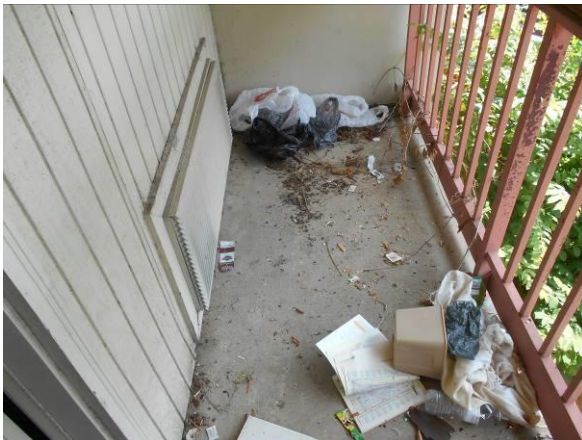


Photo #27 View of the exterior porch with an individual wall mounted HVAC unit.



Photo #28 View of the interior guest room with an individual wall mounted HVAC unit.



Photo #29 View of a stove in a storage/workroom.



Photo #30 View of the plumbing for the guest rooms.

APPENDIX H

EXHIBITS

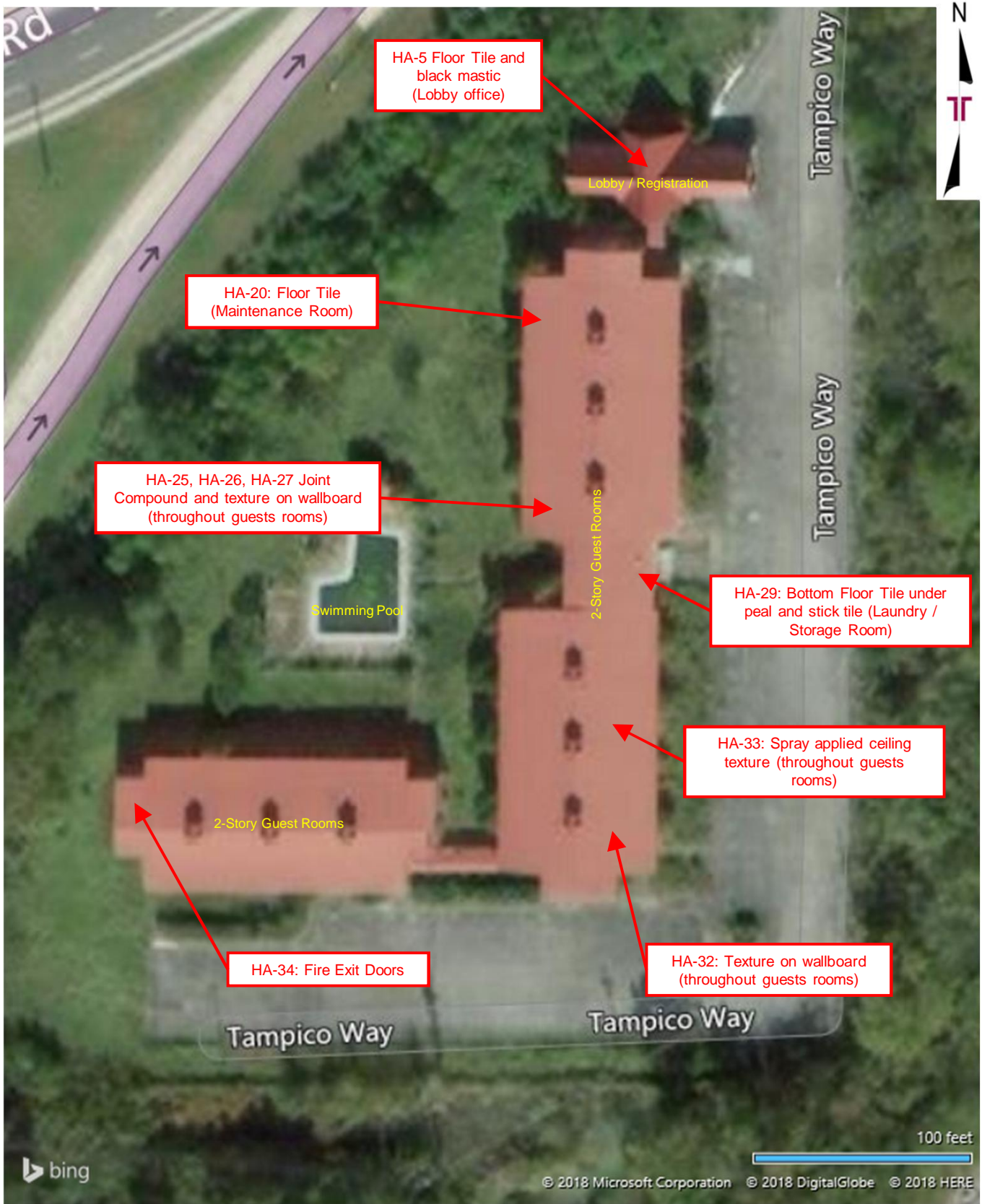


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

AERIAL PHOTOGRAPHY PROVIDED BY MICROSOFT BING MAPS

Project Manager:	TTS
Drawn By:	RAD
Checked By:	TTS
Approved By:	DEW
Project No.	E2187132
Scale:	As Shown
File Name:	N:\Projects\2018
Date:	09/07/2018

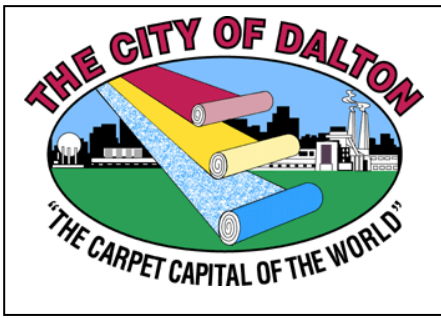
Terracon
Consulting Engineers & Scientists

51 Lost Mound Drive, Suite 135 Chattanooga, TN 37406
PH. (423) 499-6111 FAX. (423) 499-8099

Site Diagram
Hazardous Material Survey
Former Motel Commercial Structures
2007 Tampico Way
Dalton, Whitfield County, Georgia

Exhibit
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Attachment B – Required Submittals



CITY OF DALTON
Attn: Accounts Payable
POST OFFICE BOX 1205
Dalton, GA 30722
Tel. 706-278-6006
Fax. 706-277-4640

FOR CITY USE ONLY			
<input type="checkbox"/> Initial Application		<input type="checkbox"/> Revision	
Vendor ID Number			
Month		Day	Year
Initial Below when complete			
Packet Completion verified _____			

VENDOR APPLICATION

Company/Individual Name: _____

Doing Business As: _____

Remittance Address for payments: _____

City: _____ State: _____ Zip Code: _____

Physical Address: _____

City: _____ State: _____ Zip Code: _____

Principal line of business, please briefly describe any services or products provided: _____

Phone Number: _____ Fax Number: _____

E-Mail Address: _____

Vendor Contact/Representative: _____

Organized as: ☐ Individual ☐ Partnership ☐ Corporation Date: _____ State: _____

Federal Tax ID Number (if company): _____ - _____ - _____

Social Security Number (if individual): _____ - _____ - _____

Special Status: ☐ Minority Owned (51% +) ☐ Other

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-			-		
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

STATE OF GEORGIA
WHITFIELD COUNTY
CITY OF DALTON

VENDOR AFFIDAVIT AND AGREEMENT (E-Verify)

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

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

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

FURTHER AFFIANT SAYETH NOT.

BY: Authorized Officer or Agent

Date

Authorization Date for EEV Program

Contractor Name

Employment Eligibility (EEV) #

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me

This ____ day of _____, 20____

Notary Public

My commission expires: _____

***MUST BE NOTARIZED**

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

CONTRACT ADDENDUM

ADDENDUM NO.: 001

DATE ISSUED: October 25, 2018

SEALED PROPOSALS DUE BY: Tuesday, October 30, 2018 by 2:00PM

LOCATION: Dalton City Hall Finance Department

CONTRACTOR ACTION:

1. Acknowledge receipt of this addendum by writing in "Acknowledges Addendum No. 1" on your proposal.

INTERPRETATIONS:

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

1. Will the contractor be responsible for their own water supply? The contractor may provide his/her own water supply or pay to receive service via hydrant meter from Dalton Utilities at the following rates:

The deposit on the fire hydrant meter is \$2700.00. The contractor will need to bring the fire hydrant meter in every 30 days to be read. The monthly charge is a \$50.00 base fee and .3351 per 100 gallons of usage.

To receive a hydrant meter, please contact Mitchell Hughes at Dalton Utilities (706) 529-1220 or (706) 278-1313.

2. Will the contractor be responsible for their own power supply? The contractor may provide his/her own power supply or pay to receive temporary power service from Dalton Utilities at the following rates:

The cost to set up temporary power is \$50.00 Temp Pole Fee and also a \$2,000.00 deposit to set up the account in the contractors name.

The monthly costs are as follows:

Base Charge per month per unit served \$17.95 (Industrial & Commercial)

First	3000 kWh	@ 10.50 ¢ per kWh
Next	7000 kWh	@ 9.20 ¢ per kWh
Next	190000 kWh	@ 7.27 ¢ per kWh
Over	200000 kWh	@ 6.48 ¢ per kWh

3. Does the ACM have to be removed from the structures or can a proprietary method be used to allow for the ACM to remain during demolition and utilize composite testing of the debris? *The City prefers for all asbestos to be fully abated (removed from building) prior to demolition being performed by City forces.*
4. How did Terracon determine the difference between the new joint compound (no ACM) versus the old joint compound? *Response from Terracon: "Terracon assumed that the old joint compound and old texture was original to when the building was built and the new joint compound and new texture was either a repair/patch or renovation project."*
5. How did Terracon determine the difference between the new texture applied (no ACM) and the old texture (ACM) containing? *See response above.*
6. When is the anticipated start date and is this date dependent upon the City obtaining actual ownership of the property? *The City Municipal Court filed a nuisance on this property which has given the authority to the City to remove the structure. The anticipated start date is early to mid November pending the Contractor submitting proper insurance documentation and filing appropriate notification to the EPD.*
7. How many days are allowed for the completion of the work? *There is no set time for completion, but the City prefers work to be completed in 1-2 months or ASAP.*
8. If the freon is to be removed from each room in the hotel, is it ok if the environmental contractor takes possession of these units and sells them with the freon intact? *The City is not allowed to give away possession of these units since they belong to the property owner. Documentation will need to be provided to prove the Freon was removed by a licensed HVAC contractor.*
9. Is there a layout of the scope of work or an existing floor plan available? *No*
10. Can we work on weekends? *Yes*
11. Is there any regulation about daily work hours? How late can we work every day? *No, the contractor can work as late during the day as needed.*

BY:

P. Andrew Parker.
Assistant Public Works Director

###

EXHIBIT B

Kadima Inc. Written Proposal



Proposal

and Form of Agreement

P.O. Box 2316 Buford, GA 30515

P: 770.337.7527 F: 678.889.2298

Date: October 29, 2018

Proposal Submitted To:		Job Description:	
Company	The City of Dalton	Project Name:	Former Econo Lodge
Address:	300 West Waugh Street	Address:	2007 Tampico Way
City, State/Zip:	Dalton, GA 30722	City, State/Zip:	Dalton, GA 30720
Phone:	706.278.9500	Fax:	
Email:	aparker@cityofdaltonga.gov		

Scope

Removal and proper disposal of the identified asbestos containing building materials as identified in the provided survey.

Includes:

- Removal and proper disposal in an approved landfill.
- Hauling and disposal fees.
- State notification and associated fees.
- All work to be performed in accordance with Federal, State and Local laws and regulations.
- The anticipated duration of the project is 26 calendar days or fewer.

****Kadima acknowledges receipt of Addendum No. 1 dated 10/25/2018****

We propose hereby to furnish labor and material in accordance with the above scope of work for the sum of:

\$ **158,700.00** Payment Terms: **Net 30 Days**

Any alteration or deviation from the above specified scope of work involving extra costs will be executed only upon written order, and will become an extra charge over and above the proposed price. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully
Submitted

Note - This proposal may be withdrawn if not accepted within 90 days.

Proposal Acceptance

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Name/Title _____

Date of Acceptance: _____

Signature: _____



October 29, 2018

City of Dalton Finance Department
300 W. Waugh Street
Dalton, GA 30722

Re: RFP for Asbestos Abatement & Other
Hazardous Waste Removal
Former Econo Lodge
2007 Tampico Way
Dalton, GA 30720

To whom it may concern,

Kadima, Inc. currently has no citations and/or violations with the Georgia EPD or Federal EPA nor do any of its members.

Kadima, Inc. can perform the work as specified in the RFP in 26 calendar days. Upon notice of award the 10 working day notification can be filed with the state. On the 10th day work shall proceed and be completed in 26 days or less.

Kadima, Inc. is a Georgia Corporation licensed with the GA Secretary of State's office and is conducting business in Buford, GA. Our mailing address is PO Box 2316 Buford, GA 30515 and the physical address is 1015 J Dorothy Place Sugar Hill, GA 30518.

Kadima, Inc. will staff the project with adequate labor, approximately 12 workers and one Supervisor. Kadima, Inc. owns all tools and equipment necessary to complete the scope of work.

No work on this project will be subcontracted. Should you need more information please do not hesitate to contact me at 678.804.9580.

Regards,

A handwritten signature in blue ink, appearing to read "Stanley M. Murray", with a large, stylized flourish at the end.

Stanley M. Murray
President
Kadima, Inc.

Statement of Qualifications

Introduction

Kadima, Inc. is pleased to provide this Statement of Qualifications (SOQ) for City of Dalton Asbestos Abatement & Other Hazardous Waste Removal Former Econo Lodge RFP.

Kadima Contact

Stan Murray
PO Box 2316
Buford, GA 30515
678.804.9580 office
770.337.7527 cell
stan@kadima-inc.com

Kadima FEIN

58-2155693

Disclosure Statement

Kadima, Inc., its officers, employees, and subcontractors do not have a potential conflict of interest to perform the work contemplated by the RFQ.

Summary of Scope

Asbestos Abatement - Kadima will furnish all labor, materials, equipment and other necessary resources including supervision to remove and dispose of the asbestos containing materials and other hazardous materials identified.

Kadima Approach

Asbestos Abatement - All asbestos abatement work on this project will be performed utilizing state of the art methods and industry standard work practices. Work will be performed in accordance with all Federal, State and local laws.

The location, quantity and type of asbestos containing materials and hazardous materials have been identified in the provided Terracon survey report.

SOQ Outline

The remainder of this SOQ provides information for review and evaluation by the 'Project Team' including:

- Firm History & Capability
- Qualifications of Key Personnel
- Relevant Project Experience
- Technical Approach
- Insurance Information
- Safety
- Licenses & Quality Control
- Price Proposal for Services

Signature

By my signature below I attest that to the best of my knowledge the information provided in this Kadima SOQ is true and correct.



Stanley M. Murray
President
Kadima, Inc.

Firm History & Capability

Legal Structure

Kadima, Inc. is a domestic profit corporation organized under the Georgia Business Corporation Code.

Areas of Expertise

Kadima specializes in the removal and abatement of asbestos, Lead, Mold and other hazardous materials.

Kadima uses state of the art methods and industry standard work practices.

Summary of Services

Kadima's Services Include:

- Friable and non-friable Asbestos Removal and Disposal
- Lead Abatement
- Mold Remediation
- Specialty Demolition & Recycling
- Freon Removal
- Lamp & Ballast Recycling
- Furniture Removal, Relocation, Storage, and replacement
- Interior and Structural Demolition

Length of Time in Business

Kadima has been in business since 1994.

Number of Employees

Kadima has a core staff of 3 executives and managers.

Kadima employs up to 40 field staff, operators, and laborers, depending upon work load.

Offices Location and Staffing

Kadima operates one local Georgia office:
Sugar Hill, Georgia – 3 staff

Qualification of Key Personnel

Stanley M. Murray

President

Accredited Asbestos Project Designer Exp. 11/17/18

Accredited Asbestos Supervisor Exp. 2/15/19

Augusta State University 2001 – 2002

Southern Union State Community College 2002 - 2003

Over 15 years of experience in the general construction industry and 10 years of experience in the asbestos abatement, environmental and specialty demolition industry.

Primary responsibilities include oversight of all project plans, approaches, and performance including the planning and scheduling of resources for projects in the region.

For this project Mr. Murray will serve as Operations Manager with the responsibility to ensure the appropriate amount of labor and equipment resources are applied to meet the project schedule.

Ron P. Campo

Vice President

Accredited Asbestos Supervisor Exp. 10/27/19

Accredited Asbestos in Buildings Inspector Exp. 10/5/19

B.S. Building Science - Auburn University 1984

Over 35 years of diversified experience in the construction and manufacturing industry.

Over 25 years of experience in asbestos abatement, environmental and specialty demolition industry.

Primary responsibilities include the day to day performance of projects in the field, compliance with all EPA, OSHA, state and federal guidelines, coordination of subcontractors. On this project Mr. Campo will serve as the on-site Project Manager and Site Safety Supervisor.

Qualification of Key Personnel (continued)

William D. Hubbard

Vice President

Accredited Asbestos Supervisor

Exp. 5/2/19

U.S. Air Force

Over 35 years of diversified experience in the construction industry.

Over 12 years of experience in asbestos abatement, environmental and specialty demolition industry.

Primary responsibilities include the day to day performance of projects in the field, compliance with all EPA, OSHA, state and federal guidelines, coordination of subcontractors. On this project Mr. Hubbard will serve as the on site Project Manager and Site Safety Supervisor.

Subcontractors

Kadima will utilize its good faith and best efforts should any subcontract work be required.

Kadima supervisors work closely to coordinate subcontractors work to meet project schedules and Owner expectations.

Waste Hauling – All waste hauling including construction and demolition debris (C&D) will be conducted by a licensed and insured waste hauler.

Disposal Facilities – Off site disposal of C&D Waste, ACM Waste and Hazardous Materials will be at a properly licensed disposal facility permitted to receive each type of waste.

Relevant Project Experience

Project Name	Customer	Contract Value	Date Completed
Howard Middle School	Parrish Construction Group 221 Industrial Park Drive Perry, GA 31069 Mr. Charlie Griffis 478.987.5544	\$600k +/-	April 2018 – Present
Children's Healthcare of Atlanta Admin Support	JE Dunn Construction 2555 Cumberland Parkway SE Atlanta, GA 30339 Mr. Brad Stolz 678.987.7343	\$400k +/-	March 2018 – April 2018
AMLI Decatur	AMLI Development Co. LLC 260 Peachtree St. NW Suite 1700 Atlanta, GA 30303 Mr. Ryan Garrett 770.281.3360	\$845k +/-	Sep 2016 – Jan 2017
Madras Complex	Coweta County Public Works 28 E Washington Street Newnan, GA 30263 Mr. Mike Johnson 770.254.2666	\$ 75k +/-	Oct 2017 – Nov 2017
Various Schools	Coweta County Schools 170 Werz Industrial Drive Newnan, GA 30263 Mr. Ronnie Cheek 404.597.8683	\$250k +/-	
Arbor Square	Collins and Arnold Construction Company, LLC 6111 Peachtree Dunwoody Rd Bldg B, Ste 102 Atlanta, GA 30328 Mr. Jack Shriver 770.391.1993	\$215k +/-	Aug 2017 – Dec 2017
Morgan County High School	Parrish Construction Group 221 Industrial Park Drive Perry, GA 31069 Mr. Charlie Griffis 478.987.5544	\$725k +/-	Nov 2017 – Present

Relevant Project Experience

Project Name	Customer	Contract Value	Date Completed
PDK Atlantic Aviation Redevelopment	DYE Aviation Facilities Architecture, LLC. 1220 Village Run, Suite 200 Atlanta, GA 30319 Mr. Mercer Dye mercerc@dyeaviation.com	\$115k+/-	Nov 2017 – Feb 2018
Ben Hill NGA	Ben Hill County Schools 509 West Palm Street Fitzgerald, GA 31750 Mr. Steve Gibbons 229.409.5607	\$20k +/-	August 2018
Various Schools	Burke County Schools 789 Burke Veterans Pkwy Waynesboro, GA 30830 Mr. Paul Williams 706.551.0069	\$100k +/-	
Various Schools	Parrish Construction Group 221 Industrial Park Drive Perry, GA 31069 Mr. Charlie Griffis 478.987.5544	\$1.8m +/-	
Various Projects	Price Demolition 2870 Peachtree Rd NW Atlanta, GA 30305 Mr. John Price 404.456.6369	\$2.2m +/-	
Various Schools	Ra-Lin and Associates 101 Parkwood Circle Carrollton, GA 30117 Mr. Ben Garrett 770.834.4884	\$600k +/-	
SGTC Odom Center	South Georgia Tech 900 South GA Tech Pkwy Americus, GA 31709 Mr. Don Smith 229.938.3125	\$50k +/-	Sept 2018 – Current

Technical Approach

Kadima will approach this project using time tested project management procedures along with an innovative site-specific technical approach to accomplish the scope of work to the complete satisfaction of the City.

Planning & Goal Setting

Prior to project mobilization, Kadima will conduct a thorough review of all studies, assessments and reports pertaining to the site. Kadima will then meet with the City's Project Team to gain a full understanding of the project requirements and objectives. Kadima and the Project Team will jointly establish a set of goals for completion of the project so that project success can be measured against this set of goals.

Site Specific Work Plan

Kadima will conduct an Asbestos and Hazardous Material Assessment to verify the actual quantity and nature of hazardous materials and asbestos at the site. Kadima will prepare a Project Specific Work Plan that includes Asbestos and Hazardous Materials Abatement Design for the project.

Permits

Kadima will secure the appropriate permits and make all of the required EPD notifications.

Scheduling

Kadima utilizes software such as MS Project and Visio for developing critical path schedules. Planning, scheduling, monitoring, and updating constitute the fundamental activity of scheduling.

The first purpose of a project schedule is to establish the quickest, most effective methods of assembling all construction components. This requires the vision, expertise, and determination of the Project Manager, Project Engineer, Superintendent, and the force of specialty contractors if all desired objectives have any hope of being met with a minimum of conflict. The schedule is a commitment of the plan to paper and keeps the information distributed to everyone affected.

Scheduling remains everyone's responsibility. The time-status of every component becomes the focal point around which all other information is arranged. The potential effect of every issue on the progress schedule must always be a key consideration throughout each issues resolution.

Primary components of the project schedule include:

- Identification of each major construction activity, its relationships with other activities, and all necessary support.
- Correlation of the activity list with the contract documents and the schedule of values.
- Soliciting and confirming all information from the

best combination of sources, incorporating it into the plan, and distributing it in a timely manner.

- Monitoring actual progress relative to planned progress continually, assessing its actual and potential impacts, displaying cause and effect relationships, and determining necessary corrections.
- Monitoring the plan's implementation and maintaining all documentation relative to good and bad performances of all parties in a manner that is complete, correct, and well correlated so that it can be used most effectively by the project management.

Reporting

Kadima will conduct or at least participate in weekly progress meetings with the Project Team to discuss work items and project progress.

Topics of these weekly meetings will include but not be limited to work accomplished during the last week as compared to plan, issues that need to be addressed, decisions that need to be made to allow progress, and a two week look-ahead.

Other project participants will be included in these progress meetings and will include Kadima management and field supervision as well as subcontractor key representatives.

Insurance Information

Insurance

Kadima meets the minimum insurance requirements of the RFP by providing:

- Workers Compensation
Employee Liability \$1,000,000 each occurrence
- General Liability - \$2,000,000/4,000,000 limits
- Automobile Liability - \$1,000,000 limits
- In addition, Kadima carries \$3,000,000 in Excess Liability.
- A sample certificate of insurance is included as an attachment to this SOQ.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/26/2018

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 Mills Environmental Insurance Services LLC 4411 Suwanee Dam Rd Ste 410 Suwanee GA 30024	CONTACT NAME: Patricia Mills PHONE (A/C, No, Ext): (770) 932-1229 FAX (A/C, No): (404) 443-0649 E-MAIL ADDRESS: patricia.mills@millseis.com														
INSURED Kadima, Inc. P.O. Box 2316 Buford, GA 30515	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Nautilus Insurance Company</td> <td>17370</td> </tr> <tr> <td>INSURER B : Great Divide Insurance Company</td> <td>25224</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Nautilus Insurance Company	17370	INSURER B : Great Divide Insurance Company	25224	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		ECP2010641-14	01/10/2018	01/10/2019	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> Contractors Pollution- Occur					MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Professional - Claims Made					PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 4,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 4,000,000
	OTHER:					\$
B	AUTOMOBILE LIABILITY		BAP2011067-14	01/10/2018	01/10/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		FFX2014477-13	01/10/2018	01/10/2019	EACH OCCURRENCE \$ 3,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 3,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WCA2010646-14	01/10/2018	01/10/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					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)

Professional Liability Retro Date: 05/18/12

PLEASE SEE THE ATTACHED ADDITIONAL REMARKS SCHEDULE

CERTIFICATE HOLDER

CANCELLATION

City of Dalton
P.O. Box 1205

Dalton, GA 30722-1205

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

Patricia Mills ^{<SZ>}

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ACORD 25 (2016/03)

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Safety

Kadima Safety Philosophy Statement

The Kadima safety philosophy has been developed to reflect and communicate the proactive safety attitude maintained at this company.

The company will comply with appropriate safety and security laws and regulations such as those established by:

- The Occupational Safety and Health Act (OSHA),
- The EPA (Environmental Protection Agency),
- The DOT (Department of Transportation), and
- All other applicable federal, state, and local safety and health regulations.

In addition, our corporate safety philosophy includes the following vision statements:

Kadima will comply with appropriate safety and security laws and regulations such as those established by OSHA, EPA, DOT, and all other applicable federal, state, and local safety and health regulations.

Kadima will comply with the Customer's safety rules especially when they are more stringent than those of Kadima.

Kadima believes that the safety of employees is of utmost importance, along with quality, production, and cost-control. Maintenance of safe operating procedures at all times is of both monetary and human value, with the human value being far greater to Kadima, the employee, and the community. The following principles support this philosophy:

- All injuries and accidents are preventable through establishment and compliance with safe work procedures.
- The prevention of bodily injury and safeguarding of health are the first considerations in all workplace actions and are the responsibility of every employee at every level.
- Written safety plans describing the safe work practices and procedures to be practiced in all workplace actions are an essential element of the overall workplace safety program. All employees at every level are responsible for knowing and following the safety practices described in the written safety plans.

- Off the job, all employees should be similarly safe and demonstrate awareness of potential hazards.

Types of Written Safety Plans in Place

Because Kadima cares about our employees and strives to provide a safe work place, we have put into place a number of written safety plans. These written plans provide guidance and direction for the safety issues they cover. The topics covered in written safety plans at this company include the following:

- Respiratory Protection
- Personal Protective Equipment
- Medical Surveillance
- Lockout/Tagout
- Housekeeping
- Fire Prevention
- Hazard Communication
- Bloodborne Pathogens
- Electrical Safety
- Emergency Action Plan
- Fall Protection

Safety Record

Kadima has an excellent safety record. Kadima has had zero (0) recordable incidents over the last three years. Our average OSHA Recordable Incident Rate (IR) is 0 over the last three years, with 2015 IR = 0, 2016 IR = 0, and 2017 IR = 0. This is well below the industry average IR as published by the U.S. Bureau of Labor Statistics.

Licenses

Additional information that demonstrates compliance with the RFP is provided as attachments to this proposal. This additional information is described below.

Asbestos License

The current Kadima license to Conduct Regulated Asbestos Activities in Georgia is included as an attachment to this proposal. The license is valid through August 25th of 2019.

**License To Conduct Regulated Asbestos Activities in Georgia
Lead-Based Paint and Asbestos Program Certification, Accreditation, & Licensing Unit**

Richard E. Dunn, Director
4244 International Parkway, Suite 104
Atlanta, Georgia 30354

Kadima Inc.

Having satisfied the requirements of The Georgia Asbestos Safety Act, O.C.G.A. 12-12-1, et seq and the Rules for Asbestos Removal and Encapsulation, Chapter 391-3-14, Is Hereby Licensed as an **ASBESTOS CONTRACTOR FIRM** To Remove and Encapsulate Friable Asbestos Containing Materials Within the State of Georgia. This Certificate May Be Subject To Revocation, Suspension, Modification Or Amendment By The Director For Cause Including Evidence Of Noncompliance; Or For Any Misrepresentation Made In The Application, Supporting Data Entered Therein Or Attached Thereto, Or Any Subsequent Submittals Or Supporting Data; Or Any Alterations Affecting The Ability To Perform Duties Properly.

Company Owner/President	Ron Campo		
Company Mailing Address	75 Skyland Drive		
	Roswell, GA, 30519		
Phone:	678-804-9580	Fax:	678-889-2298
Company License Number	ASBRN-607		
Principal Agent's Name	Ron Campo		
Agent's Date of Birth	Agent's Height	Agent's Weight	
12/06/1961	5'8"	165	

The Company License and the Agent's Authorization are interconnected, and the issue and expiration dates run concurrently. The issue and expiration dates shown below apply to both the Company License and the Agent's Authorization. If the agent ceases his authorization to serve, a replacement agent must be submitted immediately for approval consideration.

ISSUE DATE	EXPIRATION DATE
8/6/2018	8/25/2019



Jennifer Vogel, Program Manager
Lead-Based Paint and Asbestos Program
(404) 363-7026

ISSUED BY Natalie Ocampo

Print Date August 06, 2018

Asbestos Consulting & Training Systems

900 N.W. 5TH Avenue, Fort Lauderdale, Florida 33311 (954) 524-7208

This is to Certify that

William D Hubbard



X X X - X X - 8 4 0 6

1015 J Dorothy Pl., Sugar Hill, GA 30518

has successfully completed an English

Asbestos Contractor/Supervisor Refresher

2-May-18 TO 2-May-18

Meets state requirements of 326 IAC (IDEM) and FL49-0001020/CN-0006271 and UT (6.0 core).

NDAAC Provider #451

Trainer(s): James F. Stump

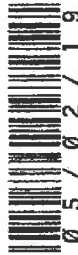
Training Address: 3891 New Peachtree Rd. Ste. 122 Doraville, GA, 30046

Successful course completion based on exam score on: 05/02/18

This Certificate Expires:

OSHA TRAINING: 2-May-19

2-May-19



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Processed By:

UNDER CIVIL AND CRIMINAL PENALTIES OF LAW FOR MAKING OR SUBMISSION OF FALSE OR FRAUDULENT STATEMENTS OR INFORMATION TO ANY AGENCY OR TO ANY OTHER ENTITY, I HEREBY CERTIFY THAT THIS TRAINING COURSE IS ASBESTOS SUPERVISOR/CONTRACTOR REFRESHER OF TITLE IV OF 29 USC 645 AND 645A, AND IS ELIGIBLE FOR CREDIT UNDER PART 745 OF 29 CFR 19.101, AND ANY OTHER APPLICABLE FEDERAL, STATE, OR LOCAL REQUIREMENTS.

James F. Stump, Course Sponsor



Certificate Number: 175831

Course Number: GE1818

Asbestos Consulting & Training Systems

900 N.W. 5TH Avenue, Fort Lauderdale, Florida 33311 (954) 524-7208

This is to Certify that

Ron P Campo



X X X - X X - O S 2 O

75 Skyland Dr., Roswell, GA 30075

Processed By:

Seagull
To Authenticate Certificate
www.seagulltraining.com
1-800-966-9933

has successfully completed an English

Asbestos Contractor/Supervisor Refresher

26-Oct-18

TO

26-Oct-18

Meets state requirements of 326 IAC (ICDM) and FL49-0001020/0N-0006171 and UT (6.0 core).

NDAAC Provider #451

Trainer(s): James F. Stump

Training Address: 5891 New Peachtree Rd. Ste. 122 Doraville, GA 30045

Successful course completion based on exam score on: 10/26/18

This Certificate Expires:

OSHA TRAINING: 26-Oct-19

26-Oct-19



1 0 / 2 6 / 1 9

James F. Stump, Course Sponsor

Certificate Number: 1777701

Course Number: GE1843

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Kadima, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
1015 J Dorothy Place

Requester's name and address (optional)

City, state, and ZIP code
Sugar Hill, GA 30518

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

 - -

Employer identification number

5 8 - 2 1 5 5 6 9 3

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶ 10/26/2018

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



CITY OF DALTON
Attn: Accounts Payable
POST OFFICE BOX 1205
Dalton, GA 30722
Tel. 706-278-6006
Fax. 706-277-4640

FOR CITY USE ONLY			
<input type="checkbox"/> Initial Application		<input type="checkbox"/> Revision	
Vendor ID Number			
Month		Day	Year
Initial Below when complete			
Packet Completion verified _____			

VENDOR APPLICATION

Company/Individual Name: <u>Kadima, Inc.</u>			
Doing Business As: <u>Kadima, Inc.</u>			
Remittance Address for payments: <u>PO Box 2316</u>			
City: <u>Buford</u>	State: <u>GA</u>	Zip Code: <u>30515</u>	
Physical Address: <u>1015 I Dorothy Place</u>			
City: <u>Sugar Hill</u>	State: <u>GA</u>	Zip Code: <u>30518</u>	
Principal line of business, please briefly describe any services or products provided: <u>Asbestos</u> <u>abatement and interior/structural demolition.</u>			
Phone Number: <u>678.804.9580</u>		Fax Number: <u>N/A</u>	
E-Mail Address: <u>stan@kadima-inc.com</u>			
Vendor Contact/Representative: <u>Stan Murray</u>			
Organized as: <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation Date: <u>9/29/1994</u> State: <u>GA</u>			
Federal Tax ID Number (if company): <u>58</u> - <u>2155693</u>			
Social Security Number (if individual): _____ - _____ - _____			
Special Status: <input type="checkbox"/> Minority Owned (51%+) <input type="checkbox"/> Other			

STATE OF GEORGIA
WHITFIELD COUNTY
CITY OF DALTON

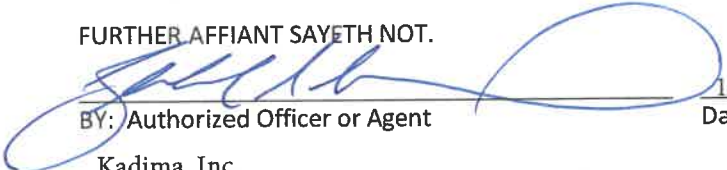
VENDOR AFFIDAVIT AND AGREEMENT (E-Verify)

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

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

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

FURTHER AFFIANT SAYETH NOT.

BY:  Authorized Officer or Agent

10/29/18
Date

Kadima, Inc.
Contractor Name

President
Title of Authorized Officer or Agent of Contractor

Stanley M. Murray
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me

This 29th day of October, 2018

Notary Public

My commission expires: May 19, 2021 *MUST BE NOTARIZED

ROBERT COLE JR.
NOTARY PUBLIC
Coweta County, GEORGIA
My Commission Expires
May 19, 2021

5/22/12
Authorization Date for EEV Program

5600021
Employment Eligibility (EEV) #

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

END CONTRACT