



**MAYOR AND COUNCIL MEETING
MONDAY, JUNE 07, 2021
6:00 PM
DALTON CITY HALL - 300 WEST WAUGH STREET**

A G E N D A

Call to Order

Pledge of Allegiance

Approval of Agenda

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

Proclamation:

- [1.](#) "Immigrant Heritage Month" - June 2021 - Jaime Rangel, Georgia Immigration Manager

Minutes:

- [2.](#) Mayor and Council Minutes of May 17, 2021

New Business:

- [3.](#) First Reading Ordinance 21-08 - Amending the List of Authorized Streets for PTV Operation
- [4.](#) First Reading Ordinance 21-09 - Belton Avenue Street Closing Request
- [5.](#) (2) New 2021 Alcohol Beverage Applications
- [6.](#) Renewal of School Resource Officer Contract with Dalton Public Schools
- [7.](#) General Construction Agreement with Shaw Integrated Solutions for Carpet Replacement at Public Works Administration Building
- [8.](#) Professional Services Agreement for Design Services with American Consulting Professionals, LLC for Mill Creek Riverwalk - Phase 2
- [9.](#) Laserfiche Software Upgrade
- [10.](#) Professional Services - BION Security
- [11.](#) Consulting Agreement - Evergreen Solutions

Supplemental Business:

Adjournment

PROCLAMATION



IMMIGRANT HERITAGE MONTH

WHEREAS, generations of immigrants from every corner of the globe have helped build our country's economy and created the unique character of our nation; and

WHEREAS, immigrants have provided the United States with unique social and cultural influence, fundamentally enriching the extraordinary character of our nation; and

WHEREAS, immigrants have been tireless leaders not only in securing their own rights and access to equal opportunity, but have also campaigned to create a fairer and more just society for all Americans; and

WHEREAS, despite these countless contributions, the role of immigrants in building and enriching our nation has frequently been overlooked and undervalued throughout our history and continuing to present day; and

WHEREAS, immigrants continue to grow businesses, innovate, strengthen our economy, and create American jobs in Dalton, Georgia.

NOW, THEREFORE BE IT RESOLVED, I, David Pennington, Mayor of the City of Dalton, Georgia hereby proclaim June 2021 as **"IMMIGRANT HERITAGE MONTH."**

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

Mayor _____

Date _____ June 7, 2021 _____

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
MAY 17, 2021

The Mayor and Council held a meeting this evening at 6:00 p.m. in the Council Chambers of City Hall. Present were Mayor David Pennington, Council members Annalee Harlan, Derek Waugh, Tyree Goodlett, Gary Crews, City Administrator Jason Parker and City Attorney Terry Miller.

CALLED TO ORDER

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

PLEDGE OF ALLEGIANCE

The audience was led in the Pledge of Allegiance.

PUBLIC COMMENTARY

Downtown Development Director Candace Eaton announced that on Wednesday May 19, 2021 a Countywide celebration will be held at Burr Park to honor “Soccer town USA whereas Southeast High, Dalton High, and Coahulla Creek all won a soccer State Championship in their individual division.

Eaton also stated that a fund has been set up at the Community Foundation for championship rings for all the soccer players.

APPROVAL OF AGENDA

On the motion of Council member Harlan, second Council member Waugh, the Mayor and Council approved the agenda of May 17, 2021, and added an Executive Session to the agenda regarding personnel. The vote was unanimous in favor.

MINUTES

The Mayor and Council reviewed the Regular Meeting Minutes of May 3, 2021.

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

RENEWAL OF SPECTRA FLOOR MAINTENANCE CONTRACT FOR CITY HALL

The Mayor and Council reviewed the Renewal of Spectra Floor Maintenance Contract for City Hall in the amount of \$4945.92 for cleaning of carpet for entire building as well as stripping and Waxing all break room floors at no additional cost from 2020. On the motion of Council member Waugh, second Council member Harlan the agreement was approved contingent upon new carpet installation. The vote was unanimous in favor.

AGREEMENT WITH PRIME CONTRACTORS INC. TO REPLACE ROOF AT DALTON FREIGHT DEPOT AND VISITORS CENTER

The Mayor and Council reviewed the Agreement with Prime Contractors Inc. to replace the roof at Dalton Freight Depot and Visitors Center in the amount of \$58,857.98, which includes a \$5000.00 contingency for bad decking. On the motion of Council member Harlan, second Council member Goodlett, the Mayor and Council approved the agreement. The vote was unanimous in favor.

UPDATE REPORT TO CITY COUNCIL FROM CONSULTANT JACKIE KILLINGS

The Mayor & Council hired Jacqueline Killings, LLC on October 05, 2020 to do a City-wide Community engagement services study between various City of Dalton departments. Ms. Killings stated she has had in depth individual interviews with all city department heads and the Mayor and Council. Killings stated she has more interviews to conduct with employees focusing on external and internal communication. Killings further stated that she is continuing to work with Communications Director Bruce Frazier to establish best practices for Spanish translations and the process is ongoing.

EXECUTIVE SESSION

On the motion of Councilmember Harlan, second Councilmember Goodlett. The Mayor and Council adjourned into Executive Session at 6:08 p.m. to discuss personnel matters. Present for the meeting were Mayor David Pennington, Councilmembers Tyree Goodlett, Gary Crews, Annalee Harlan, and Derek Waugh.

The topic of discussion was personnel matters. No motion was made.

ADJOURNMENT – EXECUTIVE SESSION

There being no further business to come before the Mayor and Council in Executive Session on the motion of Councilmember Goodlett, second Councilmember Crews, the Mayor and Council adjourned out of Executive Session at 8:00 p.m.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 8:01 p.m.

Bernadette Chattam
City Clerk

David Pennington, Mayor

Recorded _____
Approved: _____
Posted: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type:	Mayor & Council Meeting
Meeting Date:	6-7-21
Agenda Item:	First Reading Ordinance 21-08 Amending the List of Authorized Streets for PTV Operation
Department:	Administration - Public Works - Police
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:

Applications were received from residents of Fairington Subdivision, Oakdale Subdivision, and Castlewood Subdivision, requesting authorization to operate PTVs on certain streets. Pursuant to the ordinance, Public Works and Police Department conducted the evaluations and recommended approval as indicated on the attached maps.

If approved, this ordinance adds the following streets to the authorized list for operation of PTVs in the City:

- **Oakmont Drive (in the Oakdale Subdivision)**
- **Oakmont Place (in the Oakdale Subdivision)**
- **Fairington Drive (in the Fairington Subdivision)**
- **Habersham Way (in the Fairington Subdivision)**
- **Kingston Court (in the Fairington Subdivision)**
- **Stanford Court (in the Fairington Subdivision)**
- **Woodvalley Drive (in the Castlewood Subdivision)**
- **Woodvalley Court (in the Castlewood Subdivision)**

ORDINANCE 21-08

To Amend Chapter 114 Of The 2001 Revised Code Of The City Of Dalton, Georgia Captioned “Traffic And Vehicles” By Amending Article VII Captioned “Personal Transportation Vehicles” To Add “Designation Of Authorized Streets” in Section 114-425 (a) Thereof; To Provide For An Effective Date; To Provide For The Repeal Of Conflicting Ordinances; To Provide For Severability; And For Other Purposes

WHEREAS, applications have been made by persons authorized under Section 114-426 of the 2001 Revised Code of the City of Dalton seeking review of the City for designation of additional streets authorized for the operation of PTV’s under Article VII of Chapter 114 of the 2001 Revised Code of the City of Dalton; and

WHEREAS, upon review of such applications and conditions for designation by the City the review being positive for approvals of such designations; and

WHEREAS, it is found to be in the interest of the health, welfare, and enjoyment of the citizens of the City of Dalton to approve such applications and designate such streets or parts thereof as streets authorized for the operations of PTV’s;

NOW, THEREFORE, in consideration of the findings shown above IT IS ORDAINED by authority of the Mayor and Council of the City of Dalton as follows:

-1-

Section 114-425 of the 2001 Revised Code of the City of Dalton is amended to add the following streets of the City of Dalton, under subsection (a) thereof as “Residential streets authorized for the operation of PTV’s, namely:

- Oakmont Drive (in the Oakdale Subdivision)
- Oakmont Place (in the Oakdale Subdivision)
- Fairington Drive (in the Fairington Subdivision)
- Habersham Way (in the Fairington Subdivision)
- Kingston Court (in the Fairington Subdivision)
- Stanford Court (in the Fairington Subdivision)
- Woodvalley Drive (in the Castlewood Subdivision)
- Woodvalley Court (in the Castlewood Subdivision)

-2-

This Ordinance shall become effective five (5) days after its public posting in two (2) public places after passage thereof by the Mayor and Council and upon the erection of proper street signage by the City as to the designation of streets for PTV use.

-3-

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

-4-

It is the intention of the Mayor and Council that the section, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase 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 provisions of this Ordinance.

SO ORDAINED as shown below.

The foregoing Ordinance received its first reading on _____ 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.

CITY OF DALTON, GEORGIA

BY: _____
Mayor

ATTEST:

City Clerk

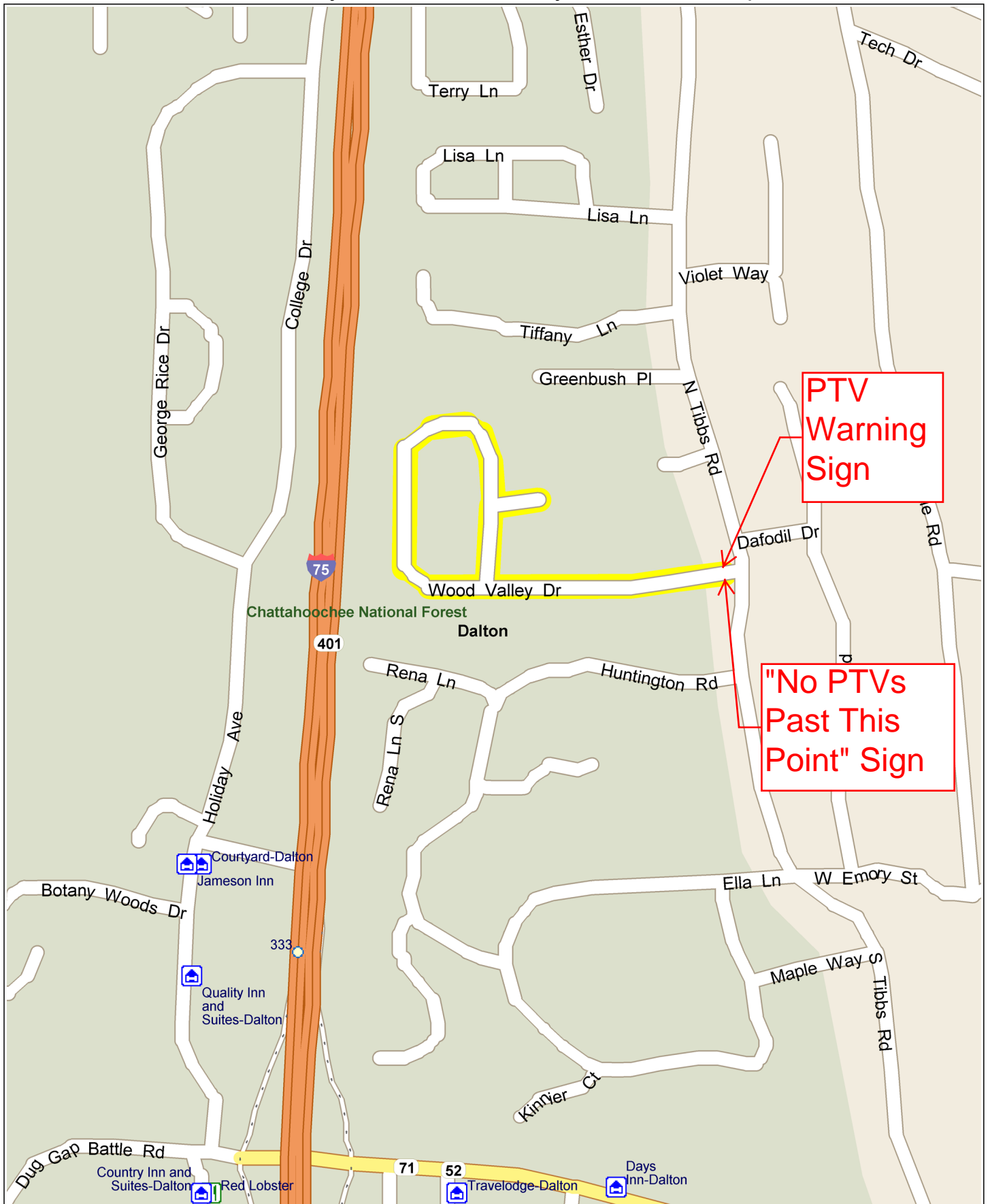
A true copy of the foregoing Ordinance has been published in two public places within the City of Dalton for five (5) consecutive days following passage of the above-referenced Ordinance as of the ____ day of _____, 2021.

City Clerk
City of Dalton

Fairington - PTV Map

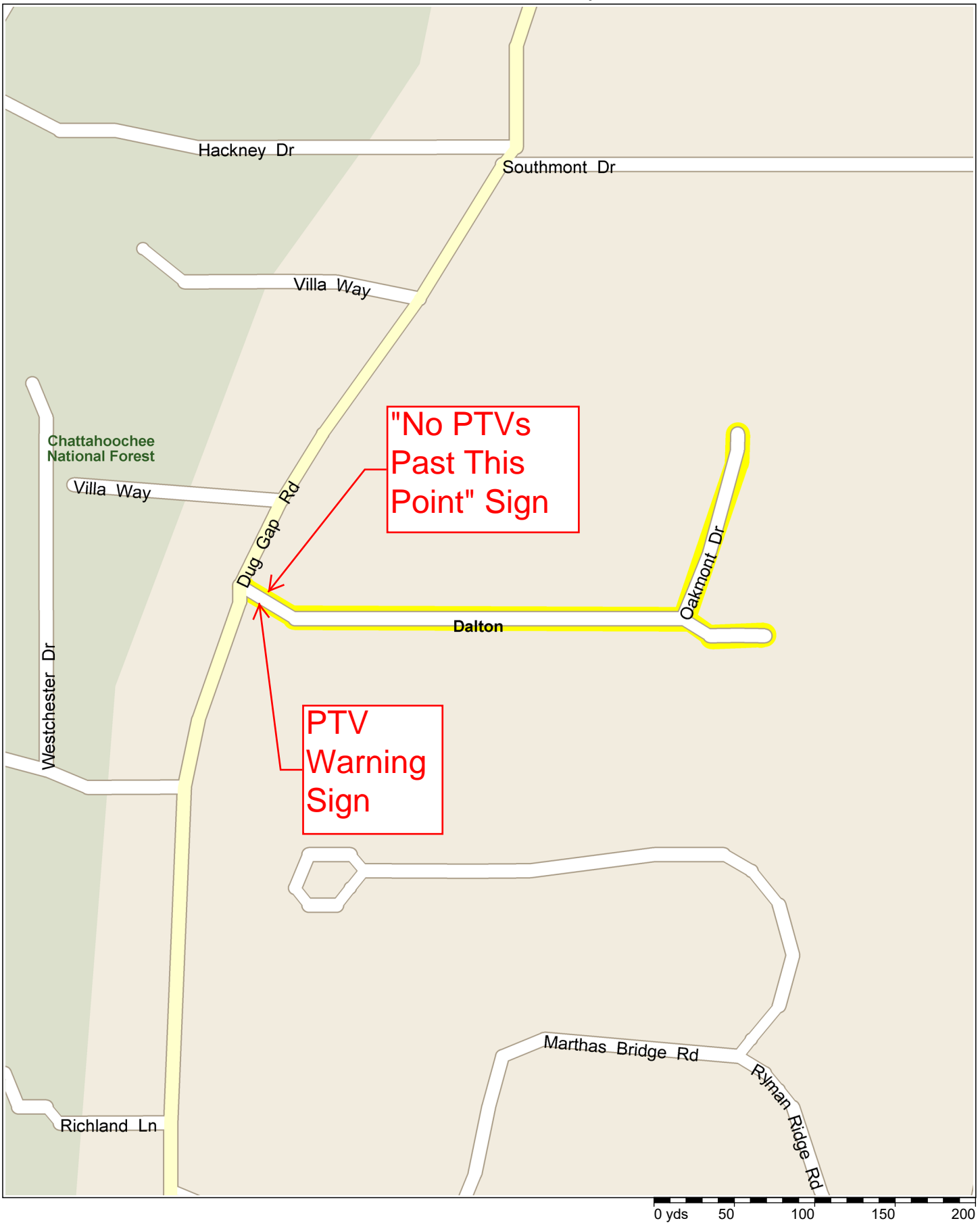


Woodvalley Drive & Woodvalley Court - PTV Map



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Certain mapping and direction data © 2007 NAVTEQ. All rights reserved. The Data for areas of Canada includes information taken with permission from Canadian authorities, including: © Her Majesty the Queen in Right of Canada, © Queen's Printer for Ontario. NAVTEQ and NAVTEQ ON BOARD are trademarks of NAVTEQ. © 2007 Tele Atlas North America, Inc. All rights reserved. Tele Atlas and Tele Atlas North America are trademarks of Tele Atlas, Inc.

Oakmont - PTV Map



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CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: June 7, 2021
Agenda Item: Belton Avenue Street Closing Request
Department: Administration
Requested By: Kimberley Witherow
Reviewed/Approved by City Attorney? Yes

Cost:

Funding Source if Not in Budget

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

Petition request by Ms. Alice Yim to close an unopened portion of Belton Avenue. Ms. Yim owns parcels 12-184-01-009 and 12-186-01-007 which are parcels north and south of the unopened portion of Belton Avenue. Ms. Yim is the only parcel owner contiguous to said request.

ORDINANCE 21-09

To Make Findings Of Fact Concerning the Public Use And Necessity Of A Section Of Belton Avenue, To Consider The Vacating And Abandonment Of The Public Interest In And To The Said Section Of Belton Avenue For Public Transportation Use; To Declare The Closing Of Such Section Of Belton Avenue, To Authorize Delivery Of A Quitclaim Deed Of Any Interest Of The City Of Dalton Except Utility Easements To Adjacent Property Owners; To Establish An Effective Date; 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

Upon investigation and inquiry, the Mayor and Council find that the below described section of Belton Avenue in the City of Dalton, Whitfield County, Georgia, as shown on the survey by Lewis & Associates Land Surveying, LLC, Georgia Registered Land Surveyor No. _____, dated May 4, 2021 and pertaining to property in Land Lots No. 183 and 184 in the 12th District and 3rd Section, Whitfield County, Georgia, attached hereto as Exhibit "A" and made a part hereof, is no longer needed by the public for street or transportation purposes and to that extent no substantial public purpose is served thereby:

See Exhibit "B" attached hereto and incorporated herein by reference for complete description of said section of Belton Avenue.

Section 2

Notifications to property owners located on the property described above to be closed is not given since the adjoining property owner is the petitioner and the City of Dalton to the extent of any utility easement.

Section 3

The section of Belton Avenue to be closed shall no longer be a part of the municipal street system of the City of Dalton and the rights of the public in and to those sections for public street or road purposes shall cease upon the effective date of this Ordinance except that the City of Dalton reserves any portion thereof where it maintains an easement for natural gas, water, and sewer lines through the operations of Dalton Utilities.

Section 4

This Ordinance shall become effective after it has been published in two (2) public places within the City of Dalton for five (5) consecutive days following its enactment by the Mayor and Council.

Section 5

The Mayor and City Clerk are authorized to make and enter in the name and on behalf of the City of Dalton a quitclaim deed of all interest, except for utility easements, of the City of Dalton in and to the section to be closed to the contiguous owner and her heirs, administrators, executors, and legal representatives in title.

Section 6

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 7

It is hereby declared to be the intention of the Mayor and Council of the City of Dalton that the sections, 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 _____, 2021

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

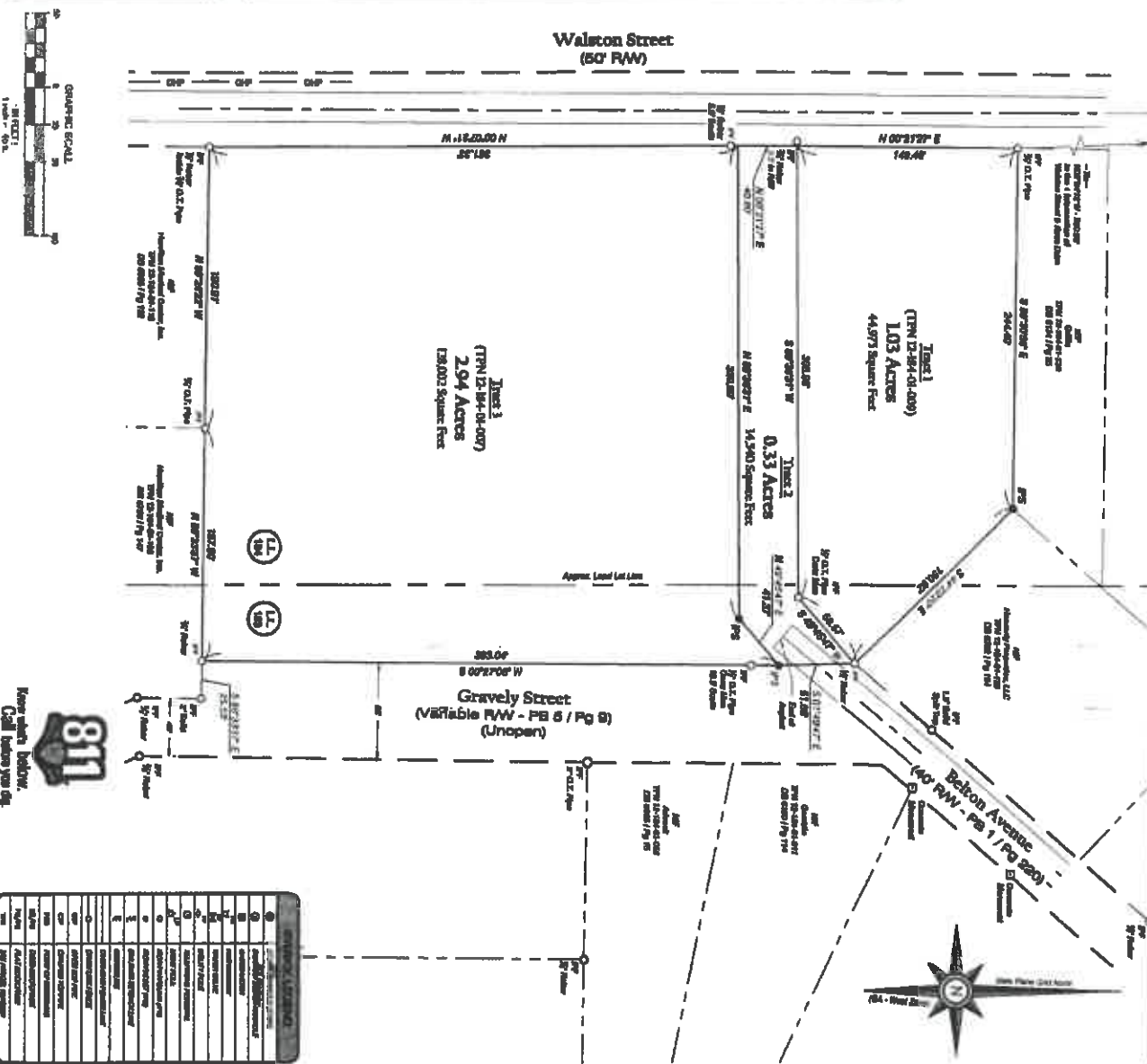
EXHIBIT "A"

NOTICE TO CONTRACTORS

THESE PLATS AND THE RECORDING HEREON SHALL BE THE BASIS OF THE RECORDS OF THE CITY OF DALTON, GEORGIA, FOR THE PURPOSES OF THE CITY'S LAND SURVEYING AND PLANNING DEPARTMENT. THE RECORDS OF THE CITY OF DALTON, GEORGIA, SHALL BE THE BASIS OF THE RECORDS OF THE CITY'S LAND SURVEYING AND PLANNING DEPARTMENT. THE RECORDS OF THE CITY OF DALTON, GEORGIA, SHALL BE THE BASIS OF THE RECORDS OF THE CITY'S LAND SURVEYING AND PLANNING DEPARTMENT.

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PARCEL NO.	ACREAGE	AREA	PERCENTAGE	REMARKS
1	0.33	14,580	0.012	Tract 2
2	2.94	128,002	0.234	Tract 3
3	44.973	1,960,884	0.454	Tract 1

SCALE	1/1
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DATE	12/14/2020
BY	ALICE YIM
CHECKED	ALICE YIM
APP. BY	ALICE YIM
DATE	12/14/2020



FINAL PLAT (EXEMPT SUBDIVISION)

ALICE YIM
 BEING TAX PARCEL NOS. 12-184-01-007 & 12-184-01-008
 LOCATED IN LAND LOTS 188 & 184, 12th DISTRICT, 3rd SECTION
 CITY OF DALTON, WHITEFIELD COUNTY, GEORGIA

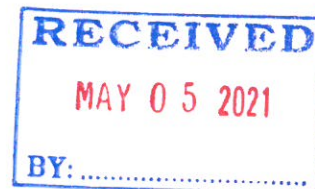
LEWIS & ASSOCIATES
LAND SURVEYING, LLC
 LAND SURVEYING & PLANNING
 P.O. BOX 8048
 DALTON, GA 30722
 (706) 270-7818 • (706) 690-4813
info@lswinc.com
www.lswinc.com

EXHIBIT " B "

ALL THAT TRACT or parcel of land lying and being in Land Lot Nos. 183 and 184, in the 12th District and 3rd Section, in the City of Dalton, Whitfield County, Georgia, and being more particularly described as follows:

BEGINNING at a point on the eastern right of way of Walston Avenue (having a 50-foot right of way); said point being located South 01 degree 34 minutes 24 seconds East a distance of 730.33 feet from the centerline intersection of Walston Avenue and Ross Drive; thence North 89 degrees 38 minutes 31 seconds East along the northern right of way of Belton Avenue a distance of 305.98 feet to a ½-inch open top pipe in a concrete monument; thence North 49 degrees 45 minutes 47 seconds East along the northern right of way of Belton Avenue a distance of 58.57 feet to a ½-inch rebar; thence leaving said northern right of way of Belton Avenue running South 01 degrees 49 minutes 47 seconds East a distance of 51.05 feet to a 5/8-inch capped rebar on the southern right of way of Belton Avenue; thence South 49 degrees 45 minutes 47 seconds West along the southern right of way of Belton Avenue a distance of 41.37 feet to a 5/8-inch capped rebar; thence South 89 degrees 38 minutes 31 seconds West along said southern right of way of Belton Avenue a distance of 320.99 feet to a point on the eastern right of way of Walston Avenue; thence North 00 degrees 21 minutes 27 seconds East along the eastern right of way of Walston Avenue a distance of 40.00 feet to the POINT OF BEGINNING.

SAID TRACT or parcel containing 0.33 acres.



GREGORY H. KINNAMON, P.C.
ATTORNEYS AT LAW
512 South Thornton Avenue
Dalton, Georgia 30720
(706) 277-0777

Mailing Address:
P. O. Box 6178
Dalton, GA. 30722-6178

Fax: (706) 277-5050

Gregory H. Kinnamon
Harvard H. Kranzlein, Jr.

E-mail: greg@gregkinnamon.com
E-mail: harv@gregkinnamon.com

May 5, 2021

City of Dalton, Georgia
City Administration Department
Attn; Kim Witherow
PO Box 1205
Dalton, GA 30722-1205

and via email to: kwitherow@daltonga.gov and terrymiller@mmfirmlaw.com

re: Petition to close unopened portion of Belton Avenue, Dalton, Georgia

Dear Kim:

Thank you for your prior guidance in this matter.

Per your instructions, Ms. Alice Yim owns parcels 12-184-01-009 and 12-186-01-007, i.e., parcels to the north and south of the unopened portion of Belton Avenue, the subject matter of our petition. Thus, Ms. Alice Yim is the only parcel owner contiguous to said request.

Enclosed herewith, please find:

- a quitclaim deed from the City of Dalton to Ms. Alice Yim using the recetly surveyed legal description; and
- survey with legal description; and
- aerial photos, tax maps, etc.; and
- vesting deed into Ms. Alice Yim, and
- e-mail correspondence from Robert Smalley, Whitfield County Attorney, stating the City of Dalton has complete authority to convey same.

Likewise, enclosed herewith is the minimum fee of \$250 as required. Please bill me for any additional expenses.

If you need anything further, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read 'Gregory H. Kinnamon', with a long horizontal flourish extending to the right.

Gregory H. Kinnamon
Attorney for Alice Yim

GHK/rm
enclosures
cc: Client

G:\mdocs\Letters\cityofdalton.yim.wpd

PETITION FOR QUITCLAIM

COMES NOW, ALICE YIM (“Petitioner”), and petitions the City of Dalton (the “City”) to close, abandon, and convey to Petitioner by quit claim deed property (the “Property”) commonly known as Belton Avenue and more fully described in Exhibit A hereto and in the Survey prepared by Lewis & Associates Land Surveying, LLC (Ga. Registered Land Surveyor No. 3063) dated May 4, 2021 and attached hereto as Exhibit B, showing the City as follows:

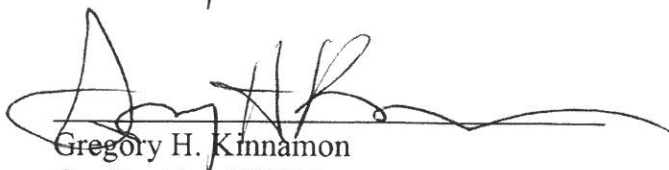
- (a) The Property is adjoined and abutted only by land owned by Petitioner and serves no lawful public purpose other than to access the land of Petitioner. (Ex. B.)
- (b) Petitioner is the owner of abutting land, holding title through the owner from whom the City acquired the Property.
- (c) Due to changed conditions, the Property is no longer needed for the public purpose(s) for which it was initially acquired by the City, or for any other public purpose.
- (d) The Property consists of 0.33 acres within the limits of the City of Dalton. (Ex. B.)
- (e) The value of the Property is less than \$6,000 per valuation by Whitfield County Tax Assessors Office as compared to valuations set by adjoining parcels.
- (f) Petitioner has submitted a survey (Ex. B) and \$250, as required by the City.

WHEREFORE, in consideration of the foregoing, Petitioner respectfully requests that the City:

- (1) Review, approve, and adopt the representations in this Petition and Exhibits hereto.
- (2) Publish weekly this Petition and Exhibit A hereto in the legal organ of Whitfield County for two consecutive weeks.
- (3) Make a determination in the City’s minutes that: “The Property (1) has ceased to be used by the public to the extent that no substantial public purpose is served by it; (2) is no longer needed for the public purpose(s) for which it was initially acquired by the City, or for any other public purpose, because of changed conditions because of changed conditions; and (3) is therefore abandoned.”

- (4) Record the foregoing resolution the City's meeting minutes and execute a quitclaim deed conveying the Property to Petitioner.

Respectfully submitted, this 6th day of May, 2021.



Gregory H. Kinnamon
Ga. Bar No. 422215
greg@gregkinnamon.com
Counsel for Petitioner

Gregory H. Kinnamon, PC
PO Box 6178
Dalton, GA 30722-6178
Phone: (706)277-0777
Fax: (706)277-5050

LEWIS & ASSOCIATES
LAND SURVEYING & PLANNING, LLC

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P.O. BOX 2048
DALTON, GA 30722
(706) 529-4513
info@lewisurvey.com
www.lewisurvey.com

Alice Yim

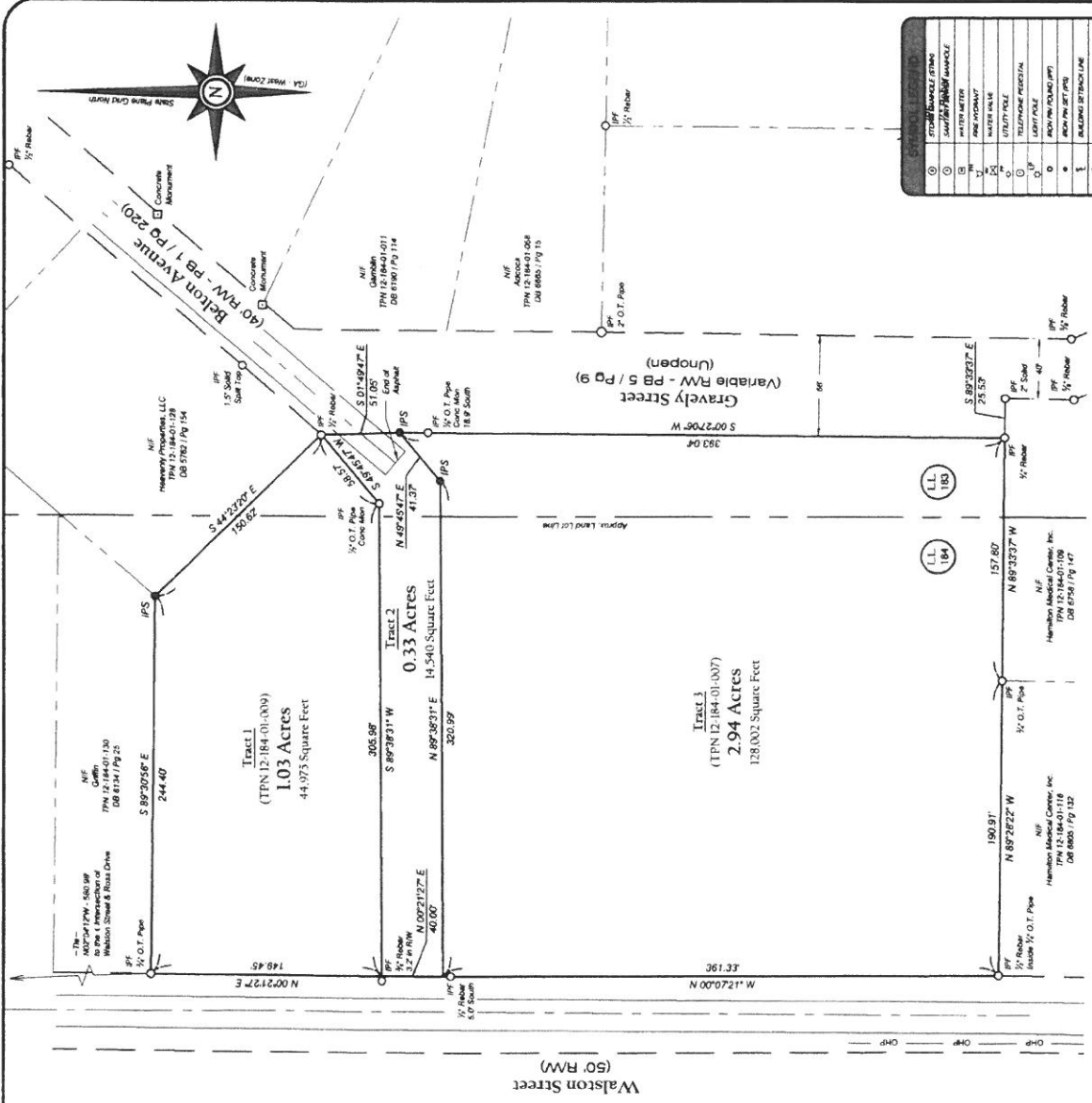
BEING TAX PARCEL NOS. 12-184-01-007 & 12-184-01-009
LOCATED IN LAND LOTS 183 & 184, 12th DISTRICT, 3rd SECTION
CITY OF DALTON, WHITFIELD COUNTY, GEORGIA

FINAL PLAT (EXEMPT SUBDIVISION)

DATE: 5/4/2021
DRAWN BY: C.L.L.
CHECKED BY: C.L.L.
REVISIONS: NONE

DATE	5/4/2021
DRAWN BY	C.L.L.
CHECKED BY	C.L.L.
REVISIONS	NONE

SCALE: 1" = 50'
SHEET NO. 1/1



811
Know what's below.
Call before you dig.



EXHIBIT

RESERVED FOR THE CLERK OF SUPERIOR COURT.

PLAT NOTES:

CLAIMING JURISDICTION: THE FIELD DATA UPON WHICH THIS PLAT IS BASED WAS A CLOUDY PRECEDENT OF 1:36.817 AND AN ANGLE OF ERROR OF 07.07 MINUTE POINT.

CONFORMANCE: THIS PLAT WAS MADE USING THE FOLLOWING INSTRUMENTS:

FIELD MEASUREMENTS: WERE MADE USING A SOKKIA TOTAL STATION.

FIELD MEASUREMENTS: WERE MADE USING A SOKKIA TOTAL STATION.

FIELD MEASUREMENTS: WERE MADE USING A SOKKIA TOTAL STATION.

GENERAL NOTES:

THIS PLAT IS THE PROPERTY OF LEWIS & ASSOCIATES, LLC. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SUBJECT PROPERTY AND HAS FOUND NO EVIDENCE OF ANY UNRECORDED INTERESTS OR ENCUMBRANCES. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SUBJECT PROPERTY AND HAS FOUND NO EVIDENCE OF ANY UNRECORDED INTERESTS OR ENCUMBRANCES.

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AS REQUIRED BY SECTION 60 OF O.C.G.A. SECTION 15-4-47, THIS PLAT HAS BEEN REVIEWED BY THE CLERK OF SUPERIOR COURT, WHITFIELD COUNTY, GEORGIA, AND APPROVED FOR RECORDATION. THE APPROVED PLAT IS FILED IN THE OFFICE OF THE CLERK OF SUPERIOR COURT, WHITFIELD COUNTY, GEORGIA, AND IS AVAILABLE FOR PUBLIC VIEWING.

DATE: 5/4/2021

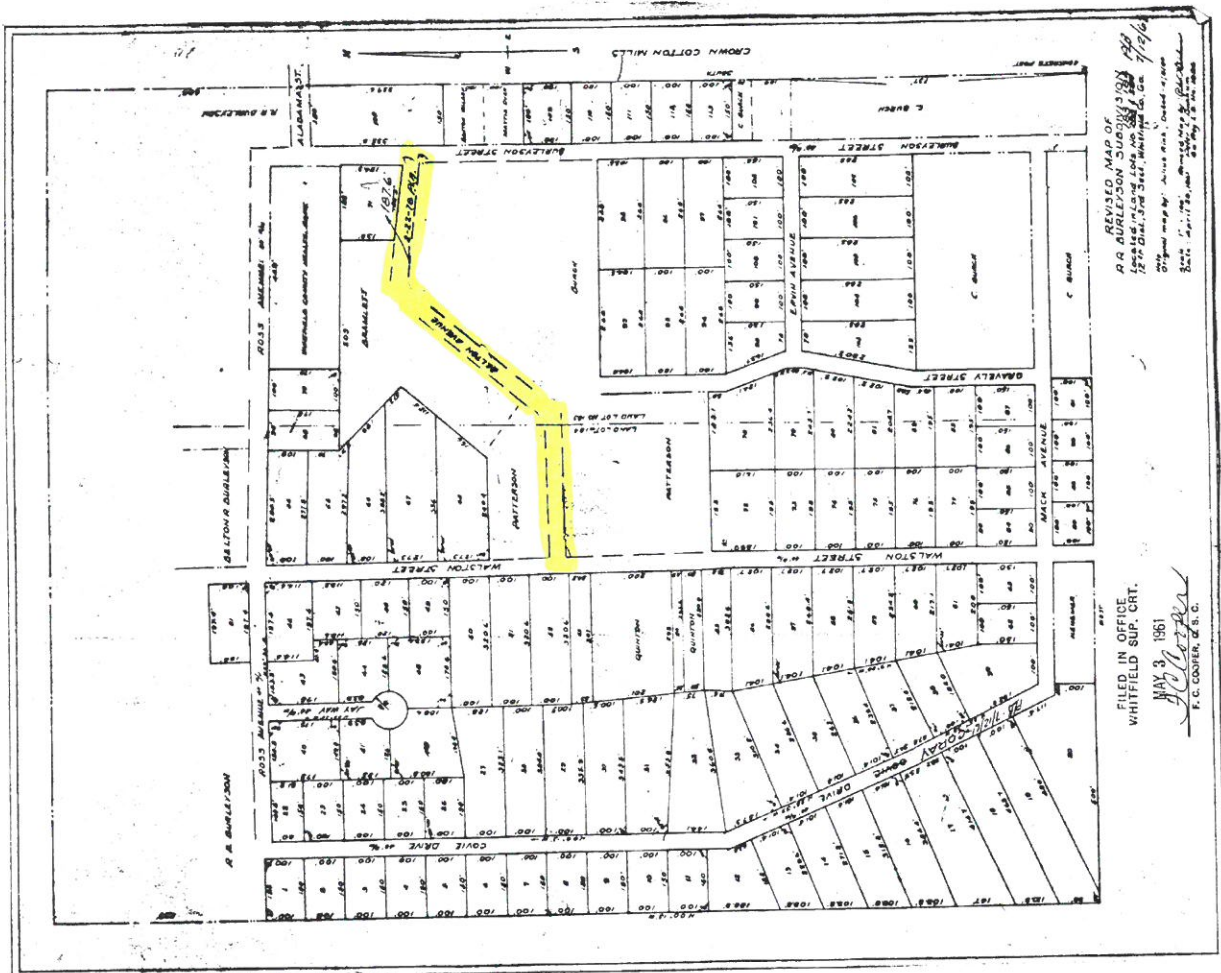
CLERK OF SUPERIOR COURT, WHITFIELD COUNTY, GEORGIA

EXHIBIT "A"

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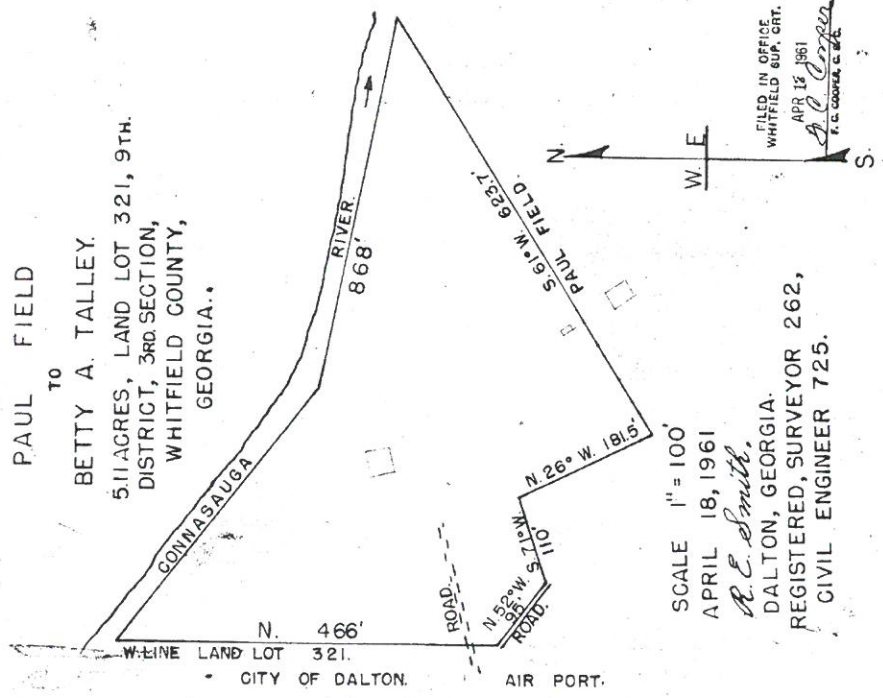
SAID TRACT or parcel containing 0.33 acres.



REVISED MAP OF
 P. O. ...
 ...
 ...
 ...

FILED IN OFFICE
 WHITFIELD SUP. CRT.
 MAY 3 1961
 F. C. COOPER, JR., S. C.

PAUL FIELD
 TO
 BETTY A. TALLEY.
 5.11 ACRES, LAND LOT 321, 9TH.
 DISTRICT, 3RD SECTION,
 WHITFIELD COUNTY,
 GEORGIA.



FILED IN OFFICE
 WHITFIELD SUP. CRT.
 APR 13 1961
 R. E. Smith
 F. C. COOPER, JR.

SCALE 1" = 100'
 APR 18, 1961
 R. E. Smith,
 DALTON, GEORGIA.
 REGISTERED SURVEYOR 262,
 CIVIL ENGINEER 725.

N. 466'
 W-LINE LAND LOT 321.
 CITY OF DALTON. AIR PORT.

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




MAYOR
DAVID PENNINGTON

CITY COUNCIL
GARY CREWS
TYREE GOODLETT
ANNALEE HARLAN
DEREK WAUGH

MEMORANDUM

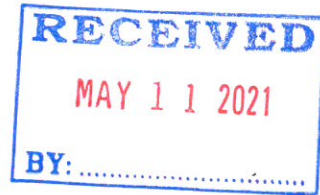
TO: Andrew Parker, Public Works Director
Cliff Cason, Police Chief
Todd Pangle, Fire Chief
Terry Miller, City Attorney
Tom Bundros, Dalton Utilities

FROM: Kimberley Witherow 

RE: Street Closing/Quit Claim Request
Alice Yim – Belton Avenue

DATE: May 6, 2021

Enclosed for your consideration is a street closing/quit claim request from Mrs. Alice Yim for a portion of Belton Avenue. Please review the documents and return written comments stating approval/disapproval to this office within ten (10) days. The property in question will be posted and a public notice advertised beginning May 14, 2021. A first reading on the closing request will be held at the June 7, 2021 Mayor and Council meeting. Thank you for your assistance in this process and please call me should you have any questions.



May 11, 2021

Mr. David Pennington
Mayor, City of Dalton
Post Office Box 1205
Dalton, Georgia 30722-1205

**RE: Street Closing/Quit Claim Request
Unopened section of Belton Avenue**

Dear Mayor Pennington:

As requested in your May 6th, 2021, memorandum, Dalton Utilities has reviewed the street closing/quit claim request for a portion of Belton Avenue. The following paragraphs will detail our response and contingent approval of the closure.

Dalton Utilities currently maintains natural gas, water, sewer lines which extend near the existing dead-end of Belton Avenue. These utility lines must remain in place in order to maintain the level of service currently needed by utility customers. Therefore, it is imperative that we are provided with a permanent access and utility easement for future maintenance and/or replacement of this critical infrastructure. **It is also important to note that no permanent structure may be constructed above any of the below ground utility lines (natural gas, water and sewer).**

Our approval of the road closure is contingent upon the retention of a permanent access and utility easement as noted previously. We have provided the attached drawing that shows the approximate location of existing utility lines near the dead end of Belton Avenue for your reference. Please do not hesitate to contact me at (706) 529-1011 or mbuckner@dutil.com should any questions arise or if we may be of assistance.

Sincerely,

A handwritten signature in blue ink that reads "Mark Buckner".

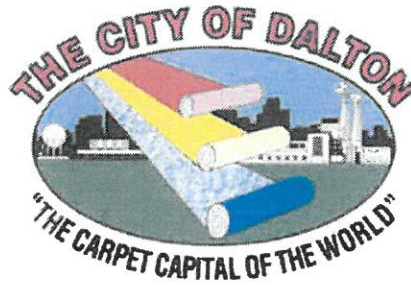
Mark Buckner

Map navigation controls: zoom in (+), zoom out (-), search (Q), and a close (X) button.



PUBLIC WORKS DEPARTMENT
P. ANDREW PARKER, P.E., DIRECTOR
aparker@daltonga.gov

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



DAVID PENNINGTON, MAYOR

CITY COUNCIL MEMBERS
GARY CREWS
TYREE GOODLETT
ANNALEE HARLAN
DEREK WAUGH

M E M O R A N D U M

TO: David Pennington III, Mayor
Attn: Bernadette Chattam, City Clerk

FROM: P. Andrew Parker, P.E.
Public Works Director

A handwritten signature in black ink, appearing to read "P. Andrew Parker".

RE: Street Closing/Quit Claim Request
Alice Yim – Belton Avenue

DATE: May 21, 2021

Regarding the subject request, please be advised that the Public Works Department has no objections to the Street Closing/Quit Claim Request for a portion of Belton Avenue.

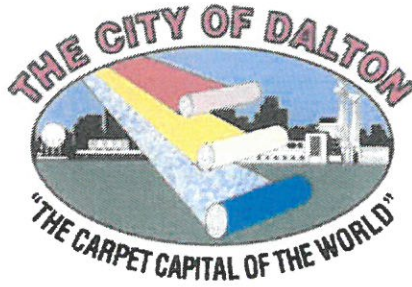
Please note the following description for the limits of the Street Closing/Quit Claim Request:

ALL THAT TRACT or parcel of land lying and being in Land Lot Nos. 183 and 184, in the 12th District and 3rd Section, in the City of Dalton, Whitfield County, Georgia, and being more particularly described as follows:

BEGINNING at a point on the eastern right of way of Walston Avenue (having a 50-foot right of way); said point being located South 01 degree 34 minutes 24 seconds East a distance of 730.33 feet from the centerline intersection of Walston Avenue and Ross Drive; thence North 89 degrees 38 minutes 31 seconds East along the northern right of way of Belton Avenue a distance of 305.98 feet to a 1/2-inch open top pipe in a concrete monument/ thence North 49 degrees 45 minutes 47 seconds East along

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aparker@daltonga.gov

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Office: (706) 278-7077
FAX: (706) 278-1847



DAVID PENNINGTON, MAYOR

CITY COUNCIL MEMBERS

GARY CREWS
TYREE GOODLETT
ANNALEE HARLAN
DEREK WAUGH

the northern right of way of Belton Avenue a distance of 58.57 feet to a 1/2-inch rebar; thence leaving said northern right of way of Belton Avenue running South 01 degrees 49 minutes 47 seconds East a distance of 51.05 feet to a 5/8-inch capped rebar on the southern right of way of Belton Avenue; thence South 49 degrees 45 minutes 47 seconds West along the southern right of way of Belton Avenue a distance of 41.37 feet to a 5/8-inch capped rebar; thence South 89 degrees 38 minutes 31 seconds West along said southern right of way of Belton Avenue a distance of 320.99 feet to a point on the eastern right of way of Walston Avenue; thence North 00 degrees 21 minutes 27 seconds East along the eastern right of way of Walston Avenue a distance of 40.00 feet to the POINT OF BEGINNING.

SAID TRACT or parcel containing 0.33 acres.

DALTON FIRE DEPARTMENT

TODD PANGLE
Fire Chief
Telephone 706-278-7363
Fax 706-272-7107
tpangle@daltonga.gov

404 School Street
Dalton, GA 30720



PUBLIC SAFETY COMMISSION

Terry Mathis
Bill Weaver
Truman Whitfield
Anthony Walker

May 7, 2021

Re: Street Closing/Quit Claim Request
Alice Yim – Belton Avenue

Greetings,

My staff and I have reviewed the request and Dalton Fire Department has no objections to the request for the closing of the section of Belton Avenue outlined in the request. During our staff analysis and as is outlined in Captain Daniels letter, there are recommendations and or requirements that will have to be met in any future development of the property. The appropriate code is referenced in Captain Daniels letter. If there are any questions please feel free to contact me.

Thank You,

A handwritten signature in black ink that reads "Todd Pangle". The signature is written in a cursive style.

Todd Pangle
Fire Chief

Fire Chief
Todd Pangle



DALTON FIRE DEPARTMENT PREVENTION DIVISION

Fire Marshal
Matt Daniel
404 School Street
Dalton, GA 30720
(706) 529-7486
mdaniel@daltonga.gov

Fire Inspectors
Donnie Blankenship
(706) 278-7363 x227
dblankenship@daltonga.gov
Scott Hearn
(706) 278-7363 x247
shearn@daltonga.gov
Dale Stratton
(706) 278-7363 x248
dstratton@daltonga.gov

May 07, 2021

Re: Road Closure Analysis, Belton Avenue

Property Address/Parcel: 12-184-01-009 and 12-184-01-007

The Preventions Division has no concerns with the closure of the section of Belton Avenue between Parcels: 12-184-01-009 and 12-184-01-007. However, to meet State Fire Department access requirements a cul-de-sac should be constructed. The cul-de-sac should be constructed near the fire hydrant located south of 1411 Belton Avenue. Its unclear as to why Belton Avenue was not required to extend to Walston Avenue to meet the Fire Department access requirement. Please see the code referenced for the access requirement. Belton Avenue is approximately 760 feet long.

International Fire Code 2018

D103.4 Dead ends. Dead-end fire apparatus access roads in excess of 150 feet (45 720 mm) shall be provided with width and turnaround provisions in accordance with Table D103.4.

Table D103.4

LENGTH (feet)	WIDTH (feet)	TURNAROUNDS REQUIRED
0-150	20	None required
151-500	20	120-foot Hammerhead, 60-foot "Y" or 96-foot diameter cul-de-sac in accordance with Figure D103.1
501-750	26	120-foot Hammerhead, 60-foot "Y" or 96-foot diameter cul-de-sac in accordance with Figure D103.1
Over 750		Special approval required

Respectfully,

Matt Daniel
Captain
Prevention Division

William C Cason III
Chief of Police
ccason@daltonga.gov
www.daltonpd.com
www.cityofdalton-ga.gov/police



Public Safety Commission

Bill Weaver
Terry Mathis
Anthony Walker
Truman Whitfield

DALTON POLICE DEPARTMENT

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

Date: May 27, 2021

To: Chief Cliff Cason

From: Captain Barry Woods

RE: Belton Ave Street Closing/Quit Claim Request

Chief Cason:

I have reviewed the Street Closing/Quit Claim Request for Belton Ave. It appears that there was a plan to use this parcel for the continuation of Belton Ave to connect with Walston Ave. This continuation of Belton Ave has not been completed. The parcel is currently wooded with no mode of access to Walston Ave.

The closing of Belton Ave at the proposed point and the transfer of interest in the parcel would have no bearing on the Dalton Police Department's law enforcement services in this area.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Barry Woods', is written over a horizontal line.

Captain Barry Woods

STREET CLOSING

NOTICE

BELTON AVE.

HEARING FOR THIS PROPERTY

WILL BE HELD AT CITY HALL

300 W WAUGH ST

TIME 6:00 p.m.

DATE 6-7-21 & 6-21-21

706-278-7077

CITY OF DALTON



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 06/07/2021
Agenda Item: (2) New 2021 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:

(2) New Alcohol Beverage Application recommendation by the PSC on the regular May 25, 2021 meeting.

2021 ALCOHOL BEVERAGE APPLICATION

PSC TUESDAY MAY 25, 2021

M&C MONDAY JUNE 7, 2021

(2) 2021 ALCOHOL APPLICATIONS

1. Business Owner: Unik Sweet Delights, LLC
d/b/a: Unik Sweet Delights
Applicant: Jose Jimenez Lopez
Business Address: 238 N. Hamilton St Suite 1
License Type: Pouring Beer (Limited Service Restaurant)
Disposition: **License Addition**

2. Business Owner: PMK Business Inc
d/b/a: Citgo Food Mart
Applicant: Tahmina Khatun
Business Address: 1246 North Thornton Ave
License Type: Package Beer, Package Wine (Convenience Store | Gas Station)
Disposition: **New**



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: June 7, 2021

Agenda Item: School Resource Officer Contract with Dalton Public Schools

Department: Police

Requested By: Assistant Chief 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:

Renewal of the contract between Dalton Public Schools and the City of Dalton for School Resource Officers

**Agreement Between
The City of Dalton, Georgia
And
The Dalton Board of Education
For
The School Resource Officer Program**

This Agreement made and entered into this 20th day of July, 2021 by and between THE CITY OF DALTON, GEORGIA (the “City”) and THE DALTON BOARD OF EDUCATION (the “Board”) pursuant to O.C.G.A. §20-2-1183.

GOALS AND OBJECTIVES

1. Establish a positive working relationship in a cooperative effort to prevent juvenile delinquency and assist in student development.
2. Maintain a safe and secure environment on campus, which will be conducive to learning.
3. Promote positive attitudes regarding the police role in society.

A. EMPLOYMENT AND ASSIGNMENT OF SCHOOL RESOURCE OFFICER

1. The City shall cause the DALTON POLICE DEPARTMENT (the “Department”) to provide five School Resource Officers (“SROs” or “SRO”) one of which is to be a SRO Sergeant to Dalton Public Schools, as resources are available. These officers will primarily serve at Dalton Public Schools.
2. The Department shall coordinate with the Board on the selection of the SROs and assignment of the officers to the schools. The SROs’ chain of command will be the Department’s supervisory system on all law enforcement matters, and the Department shall hire, train, assign, discipline and dismiss SRO personnel. For non-law enforcement issues the SROs are to work with their assigned school principal and the Dalton Public School System Director of Operations (“Director of Operations”) for the school system, but the SRO’s supervisor shall be the supervisor assigned to the SRO by the Department (the “SRO Supervisor”).
3. In the event the SRO is absent from work, the SRO is to notify both his/her supervisor at the Department and the principal at the school to which he/she is assigned. The Department shall use its best efforts to assign an SRO alternate but shall give primary consideration to the public safety of the City in determining if police personnel are available for SRO duty.
4. The Department shall maintain records relating to the attendance, salary, and any other associated costs for SRO services and provide a copy of said records along with each reimbursement request submitted to the Board. In addition, the records may be provided at any time to the Board upon such a request.

B. HOURS AND SPECIAL EVENTS

1. The SROs will be assigned as follows: One officers will be assigned to serve Dalton High School, one officer will be assigned to serve Dalton Junior High School, one officer will be assigned to serve Hammond Creek Middle School. One officer will serve the elementary schools. The SRO Sergeant will also serve The Dalton Academy as well as a floater for all city schools as needed from time to time. The officers will coordinate schedules with their school principals, the Director of Operations and the SRO Supervisor. The SROs shall be on-duty at their assigned schools thirty minutes prior to school start and thirty minutes after school dismissal or times arranged with an individual school's administration and approval by the Department and the Board. During regular hours, SROs may be off campus as needed or required by their duties. The SROs will notify their school principal and the SRO Supervisor when they will be off of the school campus as needed or required by their duty.
2. The Department shall pay overtime for the SROs working special events that are authorized by the SRO Supervisor.
3. SROs that enter contractual agreements directly with the Board for coaching duties, after school programs, athletic events or teaching shall be paid directly by the Board for such duties.
4. All SROs shall wear an approved Department uniform and shall carry their duty weapons while at school unless authorized otherwise by the SRO Supervisor.

C. DUTIES OF THE SCHOOL RESOURCE OFFICER

1. The SRO may assist the principal and Director of Operations in developing plans and strategies to prevent and/or minimize dangerous situations that may occur on the school campus. The principal and Director of Operations shall have ultimate responsibility for preparation and implementation of emergency operations policy. The SRO may advise school officials in declaring an emergency or lockdown situation. The principal and Director of Operations shall have ultimate responsibility for declaring an emergency or lockdown situation pursuant to Board policy.
2. The SRO may present programs on various topics to students and faculty. Subjects may include but are not limited to a basic understanding of the law, role of law enforcement, drug awareness, anger management, the mission of law enforcement, gang education, and familiarization of weapons in a school environment.
3. The SROs are encouraged to interact with students on an individual basis and in small groups to foster a positive relationship between students and law enforcement.
4. The SROs shall make themselves available for conferences involving teachers, parents and faculty upon request by school officials.
5. Upon the request of the school principal or Director of Operations, the SRO shall take all necessary and appropriate law enforcement action against intruders, unwanted guests, or unruly persons who may appear at the school or related school functions.
6. Upon request of the school principal or the Director of Operations, the SROs shall conduct investigations of crimes, which occur at their assigned schools and use other resources if needed for follow up investigations. When requested by the Director of Operations, SROs may conduct investigations at other sites with the approval of the Department.

7. After the principal has conducted a search, locates contraband and requests assistance, the SROs shall follow the Board's Policy for the confiscation of any items or substances that while not illegal are not allowed on school property. The SRO will follow the Department's Policy for the seizure of any illegal items, drugs or substances from students on school property.
8. The SROs shall follow the guidelines of the state law, Board policy and Department policies and procedures in regard to investigations, interviews, and searches relating to juveniles.
9. The SROs shall be granted unlimited access to the buildings and grounds of their assigned school in the regular performance of their duties. The school principal may limit access to areas of the buildings and grounds if good reasons exist.
10. Upon request of the school principal or the Director of Operations, the SROs may observe any questioning by school staff of students suspected of violating Board policy or local or state law.
11. SROs shall execute an acknowledgment form prepared by the Board of SROs responsibilities for safeguarding student information under FERPA.
12. SROs shall enforce criminal law and protect students, staff and the public against criminal activity. SROs shall not be responsible for enforcing school discipline, truancy, violations of student code of conduct or school rules that are not violations of criminal law.
13. SROs shall routinely submit an activity report to the school principal and SRO Supervisor. Said report shall include a description of the activities engaged in by the SRO, number of student related incidents, number of parent incidents, type of incident or criminal activity, number of arrests and related charges, number of searches and items seized, and any other data agreed to by the principal and SRO Supervisor.

D. RIGHTS AND DUTIES OF THE BOARD

1. The Board agrees to reimburse the City for 75% of the personnel and associated costs for the SROs, an estimate of which is set forth on Exhibit "A" and incorporated herein by reference (the "Costs"); provided however, nothing in this Agreement shall limit the Costs to those estimates set forth on Exhibit "A." The Board shall be responsible for 75% of the Costs even if the Costs exceed the budgeted amounts. The Board shall be billed semi-annually for such Costs, in February and August during the Term. The invoice shall be due and payable within 30 days of the Board's receipt thereof. In addition to the terms set forth in Section F, the City may terminate this Agreement immediately upon the failure of the Board to timely make a payment.
2. The principal for each school assigned an SRO will provide the police department with a written assessment of the assigned SRO's performance in May and December during the term. The metrics for assessment will be determined in advance by the principal of the school to which the SRO is assigned and the SRO Supervisor.
3. The Board shall provide to the SROs the following materials and facilities, which are deemed necessary to the performance of the SROs.

- a. Access to and exclusive use to an air-conditioned and properly lighted private office containing a telephone line to be used for general business purposes.
 - b. A desk with drawers, a chair, and a filing cabinet, which can be locked and secured.
 - c. Access to a computer terminal and internet access as well as limited access to the Board's Infinite Campus portal for all schools for use within the duties as a law enforcement unit.
4. The Board shall co-operate with the City in its defense of any legal action by a third party against an SRO and/or the City arising out of the performance by the SRO of his duties as set forth herein.

E. DUTIES OF THE DEPARTMENT AND DISMISSAL OF SCHOOL RESOURCE OFFICER

1. The Department will supply the SROs with the usual and customary office supplies and forms required in the performance of their duties.
2. In the event the Board determines that the particular SRO is not effectively performing his or her duties and responsibilities, the Board shall contact the SRO Supervisor. Within a reasonable time after receiving the information from the Board, the SRO Supervisor shall advise the Chief of Police for the City of the Board's request. The Chief of Police for the City, the appropriate principal, and Director of Operations, or their designees, shall meet, if necessary, with the SRO to mediate or resolve any problems which may exist.
3. The Chief of Police for the City may dismiss or reassign SROs in accordance with the Department's rules, regulations, and general orders.

F. TERM

The City and the Board expressly agree that they have previously executed an Agreement Between The City of Dalton, Georgia and The Dalton Board of Education for The School Resource Officer Program dated July 27, 2020. This Agreement supersedes and replaces the Prior Agreement in all respects, and the Prior Agreement shall be and is terminated and void as of the date of this Agreement. The term of this Agreement shall be twelve (12) months and shall commence on July 1, 2021 and expire on July 1, 2022 (the "Term"). Provided, however, either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party.

In the event either party determines that a modification of this Agreement is necessary, such party shall request the other party to enter into discussions regarding the modification of this Agreement. Within 5 business days of such request the parties shall hold a discussion and negotiate in good faith in an effort to find a solution to the requesting party's concerns. A request from the Board shall be addressed to the Chief of Police and a request from the City shall be addressed to the Superintendent of the Dalton Public Schools. In the event the parties cannot reach an agreement regarding the modification of this Agreement within thirty (30) days of such request, either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party. If neither party elects to terminate this Agreement, the terms of this Agreement shall remain in full force and effect until the expiration of the Term unless sooner terminated as provided herein.

G. SEVERABILITY

Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized officers.

Signed, sealed, and delivered in the presence of:

THE DALTON BOARD OF EDUCATION, DALTON GEORGIA

By: _____

Attest: Secretary

Title: _____

THE CITY OF DALTON, GEORGIA

By: _____

Attest: _____

Title: Mayor, City of Dalton

City Clerk

Exhibit "A"

Costs

This proposed budget is calculated based on estimated expenses. The following amounts reflect the cost of the contract with the addition of a fifth SRO serving as a Sergeant over the other SRO's.

Salaries	\$277,931.02
FICA/MED	\$21,261.72
Pension/Valic	\$40,127.46
Workman's Comp Insurance	\$4,030.00
Hosp Insurance	\$66,060.00
Life & Disability Ins.	\$1,550.86
Uniforms	\$3,000.00
Training	\$7,500.00
Fuel	\$8,500.00
Total	\$429,631.06
DPS responsibility (total X 75%)	\$322,223.29



CITY COUNCIL AGENDA REQUEST

Meeting Type:	Mayor & Council Meeting
Meeting Date:	6/7/21
Agenda Item:	General Construction Agreement with Shaw Integrated Solutions for Carpet Replacement at Public Works Administration Building
Department:	Public Works
Requested By:	Megan Elliott
Reviewed/Approved by City Attorney?	Yes
Cost:	\$38,267.94 (unit pricing)
Funding Source if Not in Budget	CIP - Project Number PW-2021-CIP-11

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

This request is to approve the General Construction Agreement with Shaw Integrated Solutions – Via Sourcwell Contract # 080819-SII for the replacement of the carpet at the Public Works Administration Building.

See attached proposal for additional information.

The Finance Department will create a charge account to fund this project.

**CITY OF DALTON
PUBLIC WORKS DEPARTMENT**

GENERAL CONSTRUCTION AGREEMENT

THIS GENERAL CONSTRUCTION AGREEMENT, hereafter the "Agreement", is made and entered into on this 7th day of June, 2021 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Shaw Integrated Solutions – Via Sourcewell Contract #080819-SII, hereinafter referred to as "CONTRACTOR".

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

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

1. CONSTRUCTION SITE: The real property upon which the project shall be constructed is located at 535 N Elm Street, Dalton, Ga 30721, hereinafter "subject property".

2. USE OF PROPERTY: CONTRACTOR shall have use and possession of the subject property to complete the project:
The subject property shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the subject property. The subject property shall be used for construction of the subject project and related storage only and not for any other commercial operations. The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents or other dangerous materials is prohibited except that such materials may be kept and stored in proper receptacles and secured from access by the public at the subject property during construction as may be necessary for use in the operation of CONTRACTOR for completion of the subject project. Any such substances shall be delivered in such amount, and stored and used only as approved by the CITY and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

3. PROJECT: The CONTRACTOR shall complete the project and perform the services specified in the Shaw Integrated Solutions Proposal ID 147340 - Dated 6/1/2021 which is included herein by reference and the specifications provided in the CONTRACTOR's proposal attached hereto as Exhibit "A".

4. DATE OF COMMENCEMENT: The CONTRACTOR shall commence work on the project on June 7, 2021. If no date is provided, then the date of commencement shall be ten days from execution of this Agreement.

5. DATE OF COMPLETION: The CONTRACTOR shall complete the project on TBD.

6. CONTRACT SUM: The CITY shall pay to CONTRACTOR the total sum of \$ 38,267.94 (Unit Pricing) Dollars for the complete performance of the project and terms of this Agreement. In addition, CITY shall pay to CONTRACTOR for any additional work performed pursuant to any mutually agreed to change orders. All change orders shall be in writing signed by both parties.

7. CONTRACT PENALTY: The CONTRACTOR shall pay to the CITY the amount of \$ 100.00 Dollars per calendar day for unexcused delay in completion of the project past the date of completion.

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

9. SURRENDER OF subject property: CONTRACTOR shall, no later than 5 days after completion of the project, surrender possession of the subject property and remove all vehicles, equipment, supplies, construction debris, waste and refuse from the subject property. CONTRACTOR shall reimburse CITY for the cost of removal of any such items remaining on the subject property after 5 days. CITY may have any such items stored at CONTRACTOR'S risk and expense. All personal property of CONTRACTOR remaining on the subject property or in possession of the CITY after 30 days shall be deemed abandoned by the CONTRACTOR and may be disposed of by CITY without liability to CONTRACTOR. All permanent improvements to the subject property shall become the property of the CITY.

10. CITY COVENANTS: CITY covenants and agrees:

- (a) to provide all available information, data, reports, records and maps to which CITY has possession or control which are necessary for CONTRACTOR to perform the scope of services provided for herein;
- (b) to provide reasonable assistance and cooperation to CONTRACTOR in obtaining any information or documentation which are necessary for CONTRACTOR to perform the scope of services provided for herein;
- (c) to designate a representative authorized to act on the CITY's behalf with

respect to the project. Unless otherwise provided, said CITY representative shall be the Director of Public Works;

- (d) to permit access to the subject public property and obtain permission to access necessary private subject property for CONTRACTOR to complete the scope of services;
- (e) to provide reasonable assistance to CONTRACTOR in applying for and obtaining any necessary Federal, State or local government permits for the scope of services;

11. CONTRACTOR COVENANTS: CONTRACTOR covenants and agrees:

- (a) to perform the scope of services in a professional manner, using that degree of care and skill ordinarily exercised by contractors practicing in the same or similar field;
- (b) to use only employees and subcontractors qualified to complete the work with sufficient experience in same or substantially similar projects;
- (c) to use only properly licensed employees or subcontractors for any work requiring a specialty or professional license issued by the State of Georgia;
- (d) to designate a representative authorized to act on the CONTRACTOR's behalf with respect to the project.
- (e) to use the subject property in a safe, careful and lawful manner;
- (f) to promptly report in writing to CITY any unsafe or defective condition of the subject property and any adverse site condition, which shall include but not be limited to limited access, subsurface conditions, damaged property, or existing utilities, that may adversely affect CONTRACTOR's ability to complete the scope of services or other terms of this Agreement;
- (g) to promptly report in writing to CITY any damage to or injuries sustained on the subject property and to promptly repair any damage to the subject property which is made necessary by any act of CONTRACTOR, its employees, agents, subcontractors, or invitees;
- (h) to keep the subject property in a clean and orderly condition and to remove any personal property of CONTRACTOR upon completion of the project;

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

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

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

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

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

(a) General Liability Coverage - General Liability policy with a minimum limit of \$1,000,000.00 per occurrence for bodily injury and property damage.

(b) Workers' Compensation Coverage – Workers' Compensation policy with the following minimum limits:

(1) Workers' Compensation statutory limits;

(2) Employer's Liability:

a. Bodily Injury by Accident - \$100,000.00

b. Bodily Injury by Disease - \$500,000.00 policy limit

c. Bodily Injury by Disease - \$100,000.00 each employee.

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

(c) Auto Liability Coverage – Auto Liability policy with a minimum of \$1,000,000.00 limit per occurrence for bodily injury and property damage, if motor vehicle is used in performance of scope of services. Comprehensive form covering all owned, nonowned, and hired vehicles.

(d) Property Coverage or Builder's Risk Coverage - Property Coverage or Builder's Risk policy with a minimum equal to or greater than the existing building value for renovations, equal to or greater than the total cost of construction per contract for new construction, and equal to or greater than the existing building value being renovated plus the total cost of new construction per contract for mixed renovation and new construction.

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

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

15. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Agreement shall not be construed to be a waiver thereof, nor affect the validity of any part of this Agreement or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Agreement shall be held to be a waiver of any other default and breach.

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

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

Such notice to CONTRACTOR shall be mailed to: Shaw Integrated Solutions
Mail Drop 999
P.O. Box 0208408
Dallas, Texas 75320-8408

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

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

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

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

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

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

20. WARRANTY: CONTRACTOR shall provide to CITY a general warranty for labor and materials and guarantees that the work on the project it performs shall be free from any defects in workmanship and materials for a period for a period of two (2) years from the date of completion in addition to any additional warranty provided in Section 3 - Project description. Within ten days of completion of the terms of the Agreement, CONTRACTOR shall provide to CITY all original warranty documents from any third party.

21. MISCELLANEOUS PROVISIONS:

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

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

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

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

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

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

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

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

CONTRACTOR:

CONTRACTOR:

Shaw Integrated Solutions

By: _____

Title: _____

CITY:

CITY OF DALTON, GEORGIA

By: _____

MAYOR

Attest: _____

CITY CLERK



A Berkshire Hathaway Company

Proposal Submitted To City of Dalton Public Works		Attention Megan Elliott		Phone (706) 278-7077		Fax (706) 278-1847		Date 06/01/21	
Proposal Name Public Works Admin Building - Dalton				Job Name Public Works Admin. Bldg				Job # 131167	
Street 535 N Elm Street				Job Street 535 N Elm Street				Proposal ID 147340	
City, State and Zip Dalton, GA 30721		Architect Sourcewell GA	Date of Plans	Add #	Job City, State and Zip DALTON, GA 30721		Customer Job # 117476	Customer PO None	

We hereby submit specifications and estimates for:

<u>Item Description</u>	<u>Color</u>	<u>Qty</u>	<u>UOM</u>	<u>Unit Price</u>	<u>Extended Price</u>
Patcraft - Scholastic II / I0121 / 28-Textured Loop-12'-28. oz. - Broadloom	00770/Syllabus	90.00	SY	\$12.34	\$1,110.60
Patcraft - Homeroom V.3.0 / I0352 / Ecoworx - Broadloom	00490/Homecoming	710.00	SY	\$14.99	\$10,642.90
Patcraft - 1000D Multipurpose Adhesive 4 Gallon		20.00	4 Gal	\$39.95	\$799.00
Patcraft - Rubber Cove Base - 4" (120LF per carton)	TBS/To Be Selected	15.00	Carton	\$97.97	\$1,469.55
Broadloom Installatoin		784.00	SY	\$7.13	\$5,589.92
Carpet Removal		784.00	SY	\$3.03	\$2,375.52
Carpet Disposal		784.00	SY	\$1.21	\$948.64
Base - Install 4" (15 cartons @ 120 LF = 1,800 LF)		1,800.00	LF	\$1.21	\$2,178.00
Open Market - Cove Base Adhesive		2.00	Pail	\$78.41	\$156.82
Open Market - Vinyl Transitions - Furnish		24.00	LF	\$1.14	\$27.36
Transitions (Vinyl) - Install		24.00	LF	\$1.05	\$25.20
Floor Prep		12.00	Hour	\$55.00	\$660.00
Open Market - Floor Patch - Bags		6.00	Each	\$30.11	\$180.66
Furniture Remove & Replace		136.00	Hour	\$55.00	\$7,480.00
Furniture Lift - one room of furnimure lift		44.00	SY	\$22.00	\$968.00
Project Management-Project Management Fee (initiating, planning, executing, controlling, and closing the project) Including, but not limited to take off/measuring, trip fees, receiving and overall management.		1.00	Each	\$2,158.81	\$2,158.81
Reimbursement of taxes imposed on the contractor pursuant to F.A.R. Section 52.229-4(c). The contract price does not include any contingency for such tax.		1.00	Each	\$990.07	\$990.07
J Biddle - pick up material and warehouse material		1.00	Each	\$506.89	\$506.89
Base Bid Total:					\$38,267.94

Proposal Inclusions and Exclusions:

1. Sourcewell Contract# 080819-SII
2. State of Georgia Contract - piggyback off of Sourcewell Contract
3. Local Contact: Keith Richardson
4. Installation Vendor: Southeastern Commercial Flooring
5. When installation is purchased, the material contract price will be increased in states where the vendor must pay state or local use tax.



A Berkshire Hathaway Company

Proposal Inclusions and Exclusions:

6. Proposal does not include removal of any materials containing asbestos.
7. Price is based on a consecutive installation period without delays and is based on the customer allowing installation crews access to work a minimum of 8 consecutive hours a day until completion. Delays other than "acts of God" will result in charges for down-time.
8. Exclusions: attic stock, major floor prep, furniture moving unless specified in proposal, disconnecting and moving of computers and electronic equipment, vacuuming and protection of finished products, and any plumbing work (removal of commodes, etc)..
9. Extensive floor prep is not included in the price but may be necessary due to unforeseen conditions of the sub-floor. This work may include, but is not limited to, leveling or grinding, encapsulation or sealing, or extensive scraping of the sub-floor. Should extensive floor prep be required, you will be notified and a price estimate for the completion of the additional work will be prepared.
10. Material title and risk of loss passes to the purchaser at the time of material delivery to the job site.
11. Price includes work as specifically stated in the above description for the quantities stated. Any circumstances that require additional labor will be handled through the change order process.
12. SII License Numbers: AL 50787, AK 40319, AZ ROC300955/ROC300956, CA 1007317, ID RCE-39577/022829-AA-4, MT 216017, NV 0080544/0080545/0080546/0080547, NC 75663, NM 385848, ND 53106, NY 58-2240471C, OR 205839, RI 38919, TN 69109, UT 9531877-5501, VA 2705157974, WA SHAWIII853DO, WV WV054222
13. Please email your PO to Melanie Taylor melanie.taylor@shawinc.com OR fax your Purchase Order to Shaw Integrated Solutions at fax # 706-428-3293 to initiate the order process. A purchase order is required before materials can be shipped.
14. A 2% fee will be assessed on the total bid amount at time of payment if utilizing a credit card.
15. Remit to Address: SHAW INTEGRATED SOLUTIONS, MAIL DROP 999, PO BOX 208408, DALLAS, TEXAS 75320-8408

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

Signature: Melanie Taylor Melanie Taylor \$38,267.94
Email: melanie.taylor@shawinc.com

Conditions of Proposal:

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

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

Customer: City of Dalton Public Works Signed: _____ Date: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 6/7/21

Agenda Item: Professional Services Agreement for Design Services with American Consulting Professionals, LLC for Mill Creek Riverwalk - Phase 2

Department: Public Works

Requested By: Megan Elliott

Reviewed/Approved by City Attorney? Yes

Cost: \$203,267.00

Funding Source if Not in Budget 2015 SPLOST - SP157

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

This request is to approve the PSA with American Consulting for the design of the Mill Creek Riverwalk – Phase 2.

See attached proposal for additional information.

The Finance Department will create a charge account to fund this project.

**CITY OF DALTON
PUBLIC WORKS DEPARTMENT**

GENERAL PROFESSIONAL SERVICES AGREEMENT

THIS GENERAL PROFESSIONAL SERVICES AGREEMENT is made and entered into on this 7 day of June, 2021 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and America Consulting Professionals, LLC, hereinafter referred to as "CONSULTANT".

WHEREAS, the CITY desires to engage the CONSULTANT to provide professional services; and,

WHEREAS, the CITY finds that the proposed Scope of Services and terms of this Contract are acceptable; and,

WHEREAS, the CONSULTANT desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth,

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

1. EMPLOYMENT OF CONSULTANT: The CITY hereby engages the CONSULTANT and the CONSULTANT hereby agrees to perform the professional services hereinafter set forth.

2. PROJECT/SCOPE OF SERVICES: The CONSULTANT shall complete the project and perform the scope of services specified in the CITY's Request for Proposal which is included herein by reference and the specifications provided in the CONSULTANT's proposal attached hereto as Exhibit "A".

3. ADDITIONAL SERVICES: The CONSULTANT shall provide additional services, not specifically provided for in Exhibit "A", upon written request and authorization by the CITY.

4. DATE OF COMMENCEMENT: The CONSULTANT shall commence work on the project on June, 2021. If no date is provided, then the date of commencement shall be five days from execution of this Agreement.

5. DATE OF COMPLETION: The CONSULTANT shall complete the project on or before March 31, 2022.

6. CONTRACT SUM: The CITY shall pay to CONSULTANT the total sum of \$ 203,267.00 Dollars for the complete performance of the project and terms of this Agreement. In addition, CITY shall pay to CONSULTANT for any authorized additional services performed at the rate or amount provided in the Compensation Schedule attached hereto as Exhibit "B".

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

8. CITY COVENANTS: CITY covenants and agrees:

(a) to provide all available information, data, reports, records and maps to which CITY has possession or control which are necessary for CONSULTANT to perform the scope of services provided for herein;

(b) to provide reasonable assistance and cooperation to CONSULTANT in obtaining any information or documentation which are necessary for CONSULTANT to perform the scope of services provided for herein;

(c) to designate a representative authorized to act on the CITY's behalf with respect to the project. Unless otherwise provided, said CITY representative shall be the Director of Public Works;

(d) to permit access to the subject public property and obtain permission to access necessary private property for CONSULTANT to complete the scope of services;

(e) to provide reasonable assistance to CONSULTANT in applying for and obtaining any necessary Federal, State or local government permits for the scope of services;

9. CONSULTANT COVENANTS: CONSULTANT covenants and agrees:

(a) to perform the scope of services in a professional manner, using that degree of care and skill ordinarily exercised by consultants practicing in the same or similar

field;

- (b) to use only employees and subcontractors qualified to complete the work with sufficient experience in same or substantially similar projects;
- (c) to use only properly licensed employees or subcontractors for any work requiring a specialty or professional license issued by the State of Georgia;
- (d) to designate a representative authorized to act on the CONSULTANT's behalf with respect to the project.
- (e) to use the subject property in a safe, careful and lawful manner;
- (f) to promptly report in writing to CITY any unsafe or defective condition of the subject property and any adverse site condition, which shall include but not be limited to limited access, extremely dense vegetation, subsurface conditions, damaged property, or existing utilities, that may adversely affect CONSULTANT's ability to complete the scope of services or other terms of this Agreement;
- (g) to promptly report in writing to CITY any damage to or injuries sustained on the subject property and to promptly repair any damage to the subject property which is made necessary by any act of CONSULTANT, its employees, agents, subcontractors, or invitees;
- (h) to keep the subject property in a clean and orderly condition and to remove any personal property of CONSULTANT upon completion of the project;
- (i) to perform all work on the project in a good and workmanlike manner, free from faults and defects, and in conformance with the terms of this Agreement;
- (j) to determine the appropriate method, details and means of performing the scope of services provided by this Agreement;
- (k) to exercise the ordinary standard of care in complying with the laws, codes, and regulations applicable to the CONSULTANT's services;
- (l) to exercise diligence and to complete delivery of the scope of services in a timely manner consistent with the exercise of due care;
- (m) to attend meetings to make presentations or to otherwise review the progress of the work as set out in the scope of services at the reasonable request of the CITY;
- (n) to prepare and submit to the CITY reports required by the scope of services or upon the written request of the CITY.

10. INDEMNITY: CONSULTANT shall indemnify CITY from and hold CITY harmless against all claims, demands and judgments for loss, damage or injury to person or property, to the extent caused by A: CONSULTANT'S use and occupancy of the subject property or B: the negligence, or willful acts, or errors or omissions with respect to the performance of the professional services of CONSULTANT, its employees, agents, subcontractors, or invitees and from all expenses incurred by CITY as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs.

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

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

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

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

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

- (c) Auto Liability Coverage – Auto Liability policy with a minimum of \$1,000,000.00 limit per occurrence for bodily injury and property damage, if motor vehicle is used in performance of scope of services. Comprehensive form covering all owned, non-

owned, and hired vehicles.

- (d) Professional Services Errors & Omissions Coverage – Professional Services E&O policy with a minimum of \$1,000,000.00 per claim.

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

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

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

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

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

Such notice to CONSULTANT shall be mailed to: American Consulting Professionals, LLC
243 N Hamilton Street, Suite 2
Dalton, GA 30720

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

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

the above-referenced documents in direct conflict with the terms of this Agreement.

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

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

19. VENDOR: CONSULTANT shall register and remain active as a Vendor of the CITY by completing the City of Dalton Vendor Packet and fully comply with any and all requirements of said Vendor during the term of this Agreement.

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

21. MISCELLANEOUS PROVISIONS:

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

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

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

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

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

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

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

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

CONSULTANT:

CONSULTANT:
American Consulting Professionals, LLC

By: _____

Title: _____

CITY:

CITY OF DALTON, GEORGIA

By: _____
MAYOR

Attest: _____
CITY CLERK

PROJECT SCOPE AND FEE

Project Name: Mill Creek Riverwalk, Segment 2

Date: May 11, 2021

American Consulting Professionals, LLC., (hereafter “CONSULTANT”) agrees to perform and complete the following services (hereafter “Services”) for **City of Dalton Public Works** (hereafter “CITY”), in accordance with the City of Dalton Public Works General Professional Services Agreement..

1. **Project Name:** Mill Creek Riverwalk, Segment 2
2. **Project Location:** Whitfield County, Georgia
3. **Project Description/ Scope of Services:** Consultant shall perform the professional services contained below.
4. **Compensation:** See Table 1.

Table 1 – Mill Creek Riverwalk, Segment 2 Design Fee	
Task 1: Project Management/ General Contract/ Meetings	\$8,673
Task 2: Roadway and Drainage Design and Plans	\$118,849
Task 3: Pedestrian Bridge and Boardwalk Design and Plans	\$41,215
TOTAL ENGINEERING FEE (LUMP SUM) =	\$168,737
Task 4: Subconsultant: Surveying (Lewis and Associates Land Surveyors, LLC)	\$3,800
Task 5: Subconsultant: Environmental (River to Tap)	\$15,580
Task 6: Subconsultant: Geotechnical (GeoServices)	\$5,850
Task 7: Subconsultant: Aquatic Survey, if required (TBD)	\$4,500
TOTAL SUBCONSULTANT FEE =	\$29,730
Task 8: Limited Bidding and Construction Phase Services (Hourly NTE)	\$4,800
PROJECT TOTAL=	\$203,267

SECTION A: PURPOSE

The purpose of this project is to provide connection from Haig Mill Park to downtown Dalton. This project is for Segment 2 and will connect Haig Mill Park to Chattanooga Avenue as shown in Exhibit “A”. The shared-use path will be an 8 feet wide asphalt surface with 2 foot grass shoulders. There will be one pedestrian bridge that crosses Haig Mill Creek just before it converges with Mill Creek and several small bridges and boardwalks along the corridor, as required for permitting. The proposed shared-use path will be approximately 9,000 feet (1.7 miles) long.

The scope of work details the design phase services and limited bidding and construction phase services to be performed by Consultant for this project. The project tasks identified for this contract generally include the following:

- Project Management and Coordination throughout the design phase
- Topographical Survey for additional topography as needed, stream cross sections for Bridge Hydraulics Analysis and incorporation of additional wetland and stream flagging into DTM.

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- Utility coordination
- Preparation of design drawings and specifications
- Preparation and coordination with USACE for a Nationwide Permit, with GA EPD for erosion, sedimentation and pollution control plans and the stream buffer variance application
- Coordination with Dalton Utilities and GA EPD for revisions to the operating plan in the dam permit
- Preparation and coordination with the GDOT for an access permit under bridge 313-0072-0
- Performance of limited bid and construction phase services as requested by the City

SECTION B: SCOPE OF SERVICES

Task 1: Project Management and Coordination

- 1.1 Coordinate Design Criteria with the City of Dalton: Consultant shall coordinate with City staff to ensure that the design is in accordance with the objectives of the client. Proposed shared-use path and structures will be designed per GDOT and AASHTO design criteria.
- 1.2 Coordinate Topographic Survey with Subconsultant: Consultant shall coordinate with a qualified survey and mapping subconsultant to facilitate a topographic survey to serve as the basis for the design and as the basis for estimating project construction costs.
- 1.3 Coordinate Environmental Permitting with Subconsultant: Consultant shall coordinate with a qualified ecologist subconsultant to provide design information for the USACE Nationwide 14 permit and the GA EPD stream buffer variance.
- 1.4 Coordinate with Geotechnical Engineer Subconsultant: Consultant shall coordinate with qualified geotechnical engineer and provide design loads and locations for the pedestrian bridge and boardwalk structures for development of the geotechnical report and boring locations.
- 1.5 Kick-Off Meeting and Site Review: Consultant shall participate in a kick-off meeting with subconsultant staff and City (if necessary) to review the project approach and details of the project. Consultant shall review the site to observe existing conditions and document observed features impacting the project and associated right-of-way and easements.
- 1.6 Coordinate with Local Utility Providers: Consultant shall coordinate with the local utility providers to identify the existing utilities and existing easements.
- 1.7 Coordinate with Permitting Agencies: Consultant will coordinate with USACE, GA EPD, GDOT and Dalton Utilities for applicable permits. Includes two RAIs to resolve any permitting issues.
- 1.8 Coordinate with Proprietary Bridge Manufactures: Consultant will coordinate with a minimum of two proprietary bridge manufactures to determine proposed bridge loading and prepare list of bid alternates.
- 1.9 Coordinate with Dalton Utilities and GA EPD for construction activities in the vicinity of the Dam and to determine the discharge of the dam to be used for the bridge hydraulics analysis for the proposed pedestrian bridges.

Task 2: Roadway and Drainage Design and Plans

2.1 Prepare 30% Design

- 2.1.1 Prepare 30% Design Drawings: Consultant shall perform 30% design services for the proposed shared-use path. Consultant shall prepare and submit electronically 30% design drawings, including conceptual alignment, typical sections, details and an opinion of probable construction costs for the City to review and approve.
- 2.1.2 Attend 30% Design Review Meeting: Consultant shall participate in a meeting with City staff (or designated representatives) to review and discuss elements of the 30% design documents and other factors that may affect subsequent services associated with the project.

2.2 Prepare 90% Design

- 2.2.1 Prepare and Submit 90% Design Drawings: Consultant shall perform 90% design services for the proposed shared-use path. Consultant shall prepare and submit electronically 90% design drawings, including preliminary construction plans, details, quantities, and an opinion of probable construction costs. The construction plans will include the items listed in **Table 2**.

Table 2 – Mill Creek Riverwalk, Segment 2 Plan Submittal	
Sheet Series	Sheet Description
01	Cover Sheet
02	Index of Sheets
03	Revision Summary Sheet
04	General Notes
05	Typical Sections
06	Summary of Quantities
11	Construction Layout
13	Plan Sheets
15	Profile Sheets
21	Drainage Area Map
22	Drainage Profiles
23	Cross Sections
24	Utility Plans
35	Bridge Plans
37	Boardwalk Plans
50	Erosion Control Cover Sheet
51	Erosion Control General Notes
52	Erosion Control Standard Details
53	Erosion Control Drainage Area Map
54	Erosion Control Plan Sheets
55	Watershed Map / Site Monitoring Plan

- 2.2.2 Attend 90% Design Review Meeting: Consultant shall participate in a meeting with City staff (or designated representatives) to review and approve elements of the 90% design documents and other factors that may affect subsequent services associated with the project.

2.3 Prepare 100% Design

- 2.3.1 Prepare and Submit 100% Design Drawings: Consultant shall perform 100% design services for the proposed shared-use path. Consultant shall prepare and submit electronically 100% design drawings, including construction plans, permits, details and an opinion of probable construction costs.
- 2.3.2 Attend 100% Design Review Meeting: Consultant shall participate in a meeting with City staff (or designated representatives) to review and discuss elements of the 100% design documents and other factors that may affect subsequent services associated with the project.
- 2.3.3 Prepare Technical Specifications: Consultant shall prepare final technical specifications as required for bidding. The documents shall be consistent the City's procurement procedures for bid solicitation. The City will prepare all front end documents.

2.4 Prepare Release for Bid Documents

- 2.4.1 Prepare Final Engineer's Opinion of Probable Cost: Consultant shall prepare a Final Engineer's opinion of probable construction cost for civil/site design bid package contained in the final design documents.
- 2.4.2 Provide Quality review of revised design documents: Consultant shall provide a thorough quality review of the design drawings and shall ensure the documents represent cost-effective construction specifications and materials to support the ultimate improvements.
- 2.4.3 Prepare "Release for Bid" Documents: Consultant shall also prepare final project technical specifications for the proposed improvements. Consultant shall prepare and submit "Release for Bid" documents, including plans and specifications for County records.

Task 3: Pedestrian Bridge and Boardwalk Design and Plans

3.1 30% Design

- 3.1.1 Pedestrian Bridge Design and Plans – Consultant shall prepare type size and location study to determine the horizontal location of the proposed bridge spanning Haig Mill Creek, including determination of bridge type, anticipated span length, typical section and an opinion of probable construction costs.
- 3.1.2 Boardwalk Design and Plans – Consultant shall coordinate with the environmental subconsultant and drainage engineer to determine anticipated boardwalk locations. Conceptual details will be developed and presented to the City including typical section, material alternatives and an opinion of probable construction cost.

- 3.1.3 Attend 30% Design Review Meeting: Consultant shall participate in a meeting with City staff (or designated representatives) to review and approve elements of the 30% design documents and other factors that may affect subsequent services associated with the project.

3.2 90% Design

- 3.2.1 Pedestrian Bridge Design and Plans – Consultant shall conduct a bridge hydraulic analysis to set the low chord elevation, calculate the anticipated scour and determine riprap limits. Dalton Utilities will provide discharge volumes for the dam to be incorporated into the bridge hydraulics study for the proposed pedestrian bridge. The consultant will coordinate with the geotechnical engineer to determine the required foundation type for the proposed bridge. Consultant will coordinate with proprietary bridge companies to provide bid alternates and reaction for bridge foundation design to be prepared by consultant. Consultant shall prepare and submit electronically 90% design drawings, including construction plans, details and an opinion of probable construction costs.
- 3.2.2 Boardwalk Design and Plans – Consultant shall coordinate with the geotechnical engineer to determine the required foundation type for the proposed boardwalks. Consultant shall prepare and submit electronically 90% design drawings, including construction plans ,details and an opinion of probable construction costs.
- 3.2.3 Attend 90% Design Review Meeting: Consultant shall participate in a meeting with City staff (or designated representatives) to review and approve elements of the 90% design documents and other factors that may affect subsequent services associated with the project.

3.3 Prepare 100% Design

- 3.3.1 Prepare and Submit 100% Design Drawings: Consultant shall perform 100% design services for the proposed pedestrian bridge and boardwalk. Consultant shall prepare and submit electronically 100% design drawings, including construction plans, details and an opinion of probable construction costs.
- 3.3.2 Attend 100% Design Review Meeting: Consultant shall participate in a meeting with City staff (or designated representatives) to review and approve elements of the 100% design documents and other factors that may affect subsequent services associated with the project.
- 3.3.3 Prepare Technical Specifications: Consultant shall prepare final technical specifications as required for bidding. The documents shall be consistent the City's procurement procedures for bid solicitation. The City will prepare all front end documents.

Task 4: Subconsultant Services – Topographic Survey

- 4.1 Topographic Survey: Services will include additional topographic data, stream cross sections along Haig Mill Creek and Mill Creek, GDOT bridge survey report, horizontal/vertical control along Haig Mill Creek and locating additional wetland/stream delineation flagging throughout project area. Full surveying scope of services is included in the proposal from Lewis and Associates Land Surveyors, LLC see Exhibit "C".

Task 5: Subconsultant Services – Environmental

5.1 Environmental: Including Wetland and Stream Delineation, United States Army Corps of Engineers (USACE) Pre-Construction Notification (PCN) for use in a Nationwide Permit 14 for the impacts to jurisdictional waters, and Georgia Environmental Protection Division (GA EPD) Stream Buffer Variance application for impacts to state-waters including the 25' stream buffer and are further described below along with estimated cost. Full environmental scope of services is included in the proposal from River to Tap (R2T), see Exhibit "C".

Task 6: Subconsultant Services – Geotechnical

6.1 Geotechnical: Site subsurface investigation will include four (4) normal soil test borings. One of the borings will be performed in the area of the pedestrian bridge and three additional boring along the shared-use path extending approximately 30 feet deep. Additionally, ten (10) hand augers will be performed extending approximately 5 feet deep. A report will be prepared to summarize the findings and provide foundation recommendations and pavement design parameters. Full geotechnical scope of services is included in the proposal from GEOServices, see Exhibit "C".

Task 7: Subconsultant Services – Aquatic Survey

7.1 Aquatic Survey: An allowance has been included in the fee proposal for aquatic surveys, if required for the USACE permit. This would likely be required if riprap is needed at the bridge abutments to protect them from erosion and scour. This would include a 2- to 3-person crew, using primarily seining for fish sampling, and sampling approximately 100 meters up- and 300 m downstream of the crossing as per state protocol. The survey should be conducted between mid-April through October when conditions are acceptable, i.e., low flow with sufficiently warm water conditions.

Task 8: Limited Bidding & Construction Phase Services (Hourly Basis Only- As Needed)

8.1 Consultant shall perform limited bidding phase and construction phase services as requested by the City. Requested services may include preparing answers to bidder questions, compiling "Release for Construction" documents, and other services during the bidding and construction phase. Services authorized by the City shall be compensated for on a time-and-materials basis at the contract unit rates (Exhibit "B").

SECTION C: EXCLUSIONS AND ASSUMPTIONS

The following exclusions and assumptions shall apply to this scope of services:

- The easements previously obtained by the City will be adequate for construction of the shared-use path.
- GDOT review is limit to the access permit under bridge 313-0072-0. No bridge hydraulic study for bridge 313-0072-0 will be required for the access permit.
- Project is exempt from stormwater management requirements included in Whitfield County ordinance 14-75 (5).
- No additional USACE permit will be required beyond the Nationwide 14 permit.
- The topographic and property survey provided by the City of Dalton is assumed to be true and accurate.

- The contractor shall be responsible for performing all construction activities, including—but not limited to—implementing specified erosion control measures, NPDES permitting, and any local permitting required for construction.
- No as-built survey or certifications shall be completed as part of this task order.

SECTION D: OUT-OF-POCKET EXPENSES

All job-related travel, job-related reprographic costs and supplies, interim review document printing, telefax and long distance charges, mail and express mail services, and printing and plotting costs associated with the design and preparation of contract documents shall be included in the direct expense budget associated with each associated service task.

SECTION E: ADDITIONAL SERVICES

Additional services may be separately added to this contract during the course of work based upon attached fee schedule. No additional services shall be undertaken without the written authorization of the City of Dalton.

END OF SCOPE

Anticipated deadline for this Task Work Order is June 30, 2022

Scott Korpi, PE,PEng
Principal

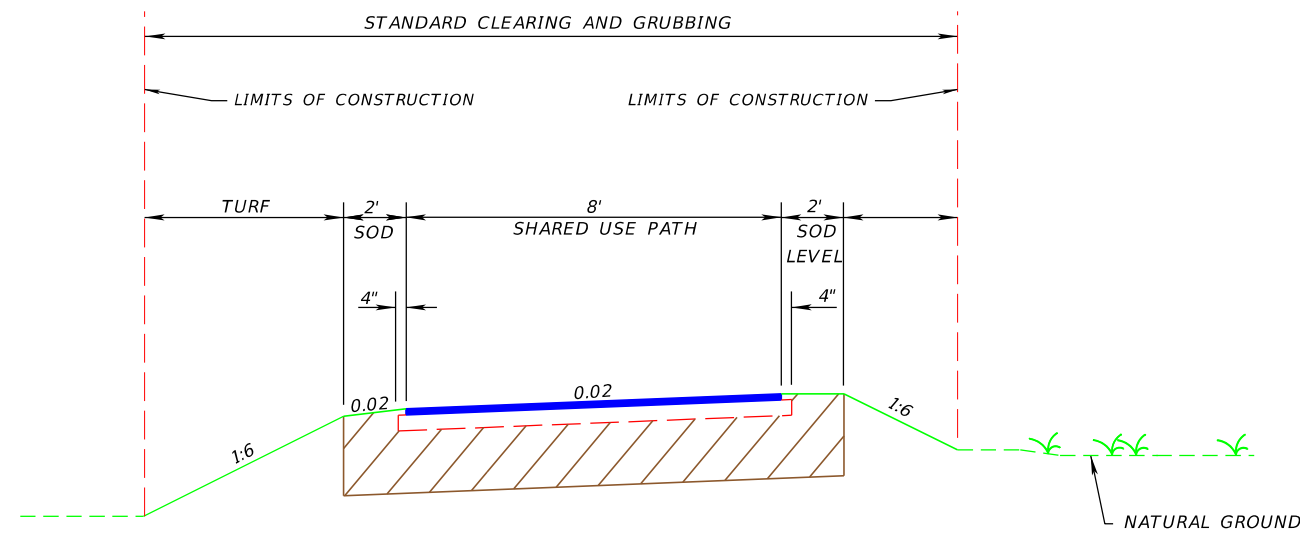
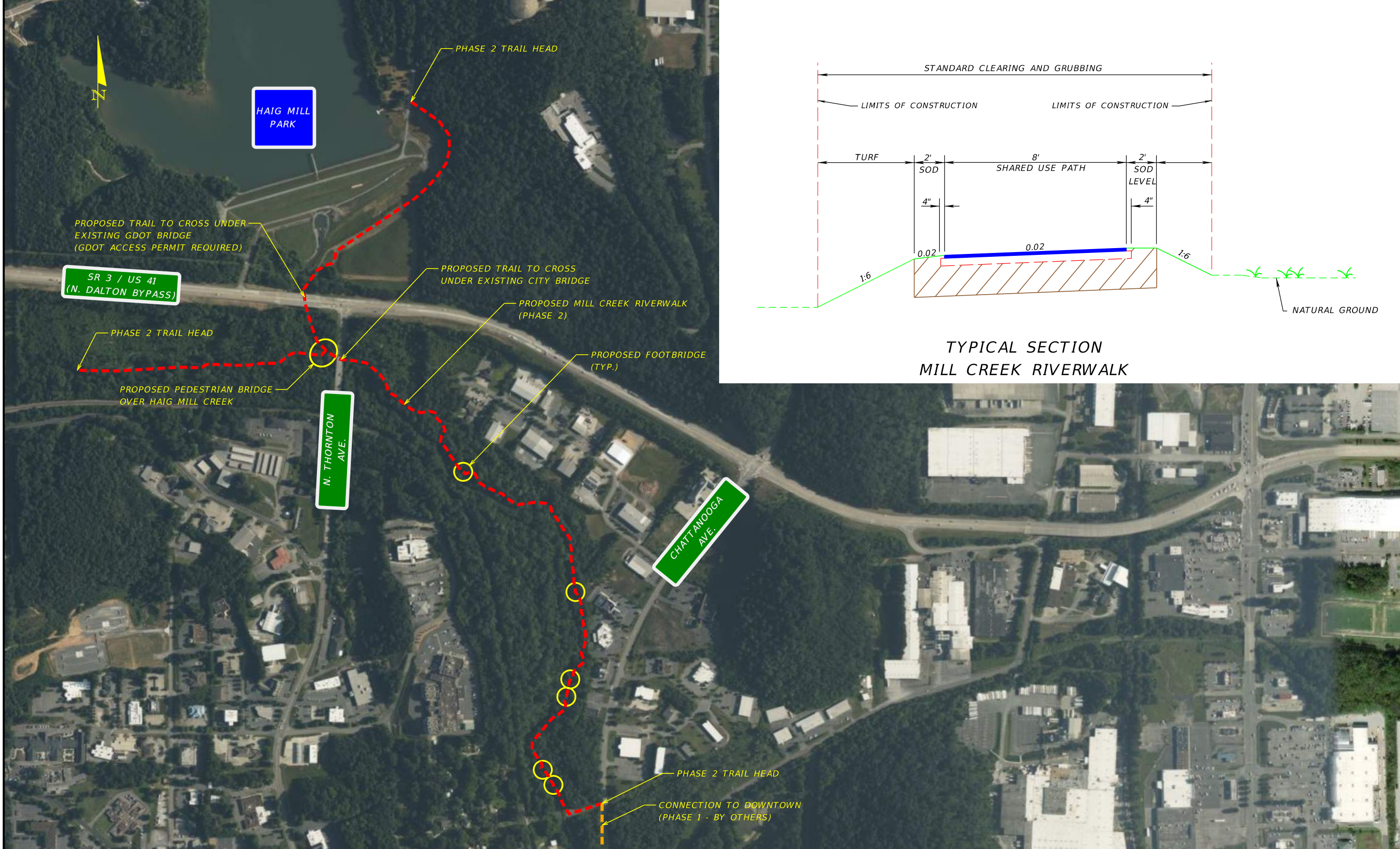
Allen Peterfreund, PE
Project Manager

EXHIBIT "A"

Project Layout

American Consulting Professionals, LLC

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TYPICAL SECTION
MILL CREEK RIVERWALK

REVISIONS						AMERICAN CONSULTING PROFESSIONALS, LLC 243 N. Hamilton St., Suite 2 Dalton, Georgia 30720 Phone: (706) 229-6951 Fax: (706) 229-8879	DRAWN BY: CHECKED BY: DESIGNED BY: CHECKED BY:	CITY OF DALTON			SHEET TITLE: EXHIBIT "A"	REF. DWG. NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION			ROAD NO.	COUNTY	FINANCIAL PROJECT ID		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

EXHIBIT “B”

2021 Standard Billing Rates

American Consulting Professionals, LLC

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2021 Standard Billing Rates

Principal	\$382.00
Chief Engineer	\$352.00
Senior Engineer	\$271.00
Senior Project Engineer	\$254.00
Project Engineer	\$183.00
Engineer	\$151.00
Engineering Intern	\$106.00
Engineering Technician	\$92.00
Senior Project Manager	\$394.00
Project Manager	\$170.00
Chief Planner	\$297.00
Senior Planner	\$193.00
Planner	\$127.00
Chief Designer	\$190.00
Senior Designer	\$40.00
Designer	\$124.00
Graphics Designer	\$121.00
Senior Scientist	\$204.00
Senior Environmental Specialist	\$180.00
Environmental Specialist	\$85.00
Chief Surveyor	\$276.00
Survey Technician	\$89.00
CEI Senior Project Engineer	\$244.00
CEI Project Administrator	\$159.00
CEI Senior Inspector	\$145.00
CEI Inspector	\$132.00
Chief IT Specialist	\$237.00
Senior IT Specialist	\$162.00
IT Specialist	\$120.00
Administration	\$128.00
Student Intern	\$52.00

These rates will remain in effect until December 31, 2021.

American Consulting Professionals, LLC

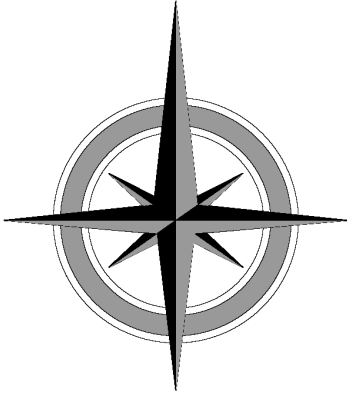
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EXHIBIT “C”

Sub-Consultant Scope of Services

American Consulting Professionals, LLC

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LEWIS & ASSOCIATES LAND SURVEYING

P.O. Box 2046 | Dalton, GA 30722-2046

Office: 706.278.7518 | Fax: 706.529.4513

Email: clewis@lewissurvey.com

May 11, 2021

American Consulting Professionals, LLC
Attn: Mr. Allen Peterfreund, PE
243 N. Hamilton Street, Suite 2
Dalton, GA 30720

Re: Proposal for Surveying Services
Proposed City of Dalton River Walk
Dalton, GA

Dear Mr. Peterfreund,

Lewis & Associates Land Surveying, LLC is pleased to provide the following proposal for your project.

Lewis & Associates Land Surveying, LLC (LALS) will perform an updated topographic/design survey along the proposed location of the River Walk trail as outlined on the attached sheet. LALS will provide American Consulting Professionals, LLC (ACP) with digital files (pdf, AutoCAD .dwg file, Civil 3D surface files, Land XML files, point files, etc.) as required by ACP within four (4) weeks of a Notice to Proceed. All work will be performed in accordance with current state & local survey requirements, as well as ACP and City of Dalton requirements. Our fee for these services is outlined below. Any additional work as requested by The Client will be billed at our standard rates as listed on the attached sheet.

If this proposal is acceptable, please sign below and return a copy to our office. This will serve as the Notice to Proceed.

We greatly appreciate the opportunity to provide this proposal. If you have any questions or need additional information, please contact me at 706-278-7518 x 101.

Sincerely,
Christopher L. Lewis, PLS

Topographic / Design Survey

\$3,800.00

Scope of Services to Include:

- 1. Additional topographic data through existing City of Dalton parcels**
- 2. Cross section data along Haig Mill Creek between North Dalton Bypass and Mill Creek**
- 3. Additional bridge data for NDBP bridge over Haig Mill Creek and North Thornton Ave bridge over Mill Creek**
- 4. Complete GDOT bridge survey report.**
- 5. Place horizontal/vertical control along Haig Mill Creek per GDOT Manual**
- 6. Locate wetland delineation flagging through the project area**

Submitted By: Ch. Li Date: 5/11/2021
Lewis & Associates Land Surveying

Accepted By: _____ Date: _____
Authorized Representative

STANDARD TERMS AND CONDITIONS

- This proposal shall be good for a period of sixty (60) days.
- If this proposal is acceptable, the Client shall sign where indicated or respond to Lewis & Associates Land Surveying, LLC (LALS) with a written Notice To Proceed. This shall constitute a legal and binding contract between the Client and LALS.
- LALS will complete the work as described in the proposal in a timely manner unless delayed. Delays may include stopping work at the Client's request, inclement weather, lack of information or other factors beyond the control of LALS.
- The Client assures LALS that it has permission to work on the subject property and that the property will be accessible and free of obstructions. LALS may utilize hand tools such as machetes and shovels to clear light brush and excavate shallow utilities, structures, or property corners.
- The limits of liability for the surveyor shall be \$10,000 or the contract amount, whichever is the lesser.
- This proposal **DOES NOT** include the services of a private utility location firm.
- This proposal **DOES NOT** include any state or local review or recording fees.
- The Client shall furnish LALS with any specialized billing procedures.

Lewis & Associates Land Surveying, LLC
City of Dalton River Walk Trail
Dalton, GA

STANDARD FEE SCHEDULE

<u>Position</u>	<u>Hourly fee</u>
Professional Surveyor	\$150
Survey Crew	\$150
CAD Draftsman	\$90
Project Manager	\$100
Computations	\$100
Clerical	\$45

<u>Reimbursable expense</u>	<u>Rate</u>
Additional Plat copies	\$2.50
Shipping	at cost
Other expenses	at cost
Plat recording	\$25 + cost
Review fees	at cost

May 4, 2021



Mr. Allen Peterfreund, P.E.
Principal
American Consulting Professionals
243 N. Hamilton Street, Suite 2
Dalton, GA 30720

SUBJECT: *Permitting for Haig Mill Trail, Dalton, Whitfield County, GA*

Dear Mr. Peterfreund:

It is River to Tap, Inc (R2T) understanding that the City of Dalton (City) proposes to build a walking trail along Mill Creek in Dalton, Whitfield County, Georgia and American Consulting Professionals, LLC (ACP) will be engineering the trail for the City. R2T also understands that portions of the trail have been delineated by others and new easements (49,047 square feet, 1.13 acres, 2,452.35 linear feet) have been proposed along with the previously delineated portion. R2T will provide permitting support for the development of the Haig Mill Trail. Thank you for the opportunity to present our proposal for tasks to support the development of the Haig Mill Trail along Mill Creek, Dalton, Whitfield County, Georgia.

These tasks, including Wetland and Stream Delineation, United States Army Corps of Engineers (USACE) Pre-Construction Notification (PCN) for use of a Nationwide Permit 14 for the impacts to jurisdictional waters, and Georgia Environmental Protection Division (GA EPD) Stream Buffer Variance application for impacts to state-waters 25' stream buffer are further described below along with estimated cost. Client initials next to "Task Total" below indicates client understands task and is willing to pay the lump sum for the task.

TASK 1 – Wetland and Stream Delineation

In order to identify any stream crossings and/or existing wetland areas within the new proposed trail easements R2T will perform a wetland and stream delineation along the proposed new easement areas. Certified wetland and stream delineators; following methodology within *the GA EPD Field Guide for Determining the Presence of State Waters That Require a Buffer [September 2017]*, the *1987 USACE Wetland Delineation Manual*, and the *2010 Interim Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region*; will flag all wetland boundary within the proposed project area and wretched vegetation along any existing stream channel within the 20-foot easement and within 100 feet either side of the easement boundary. Previously flagged wetland areas will be revisited for completion of USACE wetland and upland data sheets. All boundary areas and wretched vegetation will be flagged in the field. In the field photographs of wetland and stream areas will be collected along with USACE wetland and stream data forms for inclusion with Task 2: Pre-Construction Notification (PCN). This task will proceed within 2 weeks of "Notice to Proceed" (NTP).

Deliverables:

- 1) Photograph log to be included in Pre-Construction Notification application
- 2) USACE wetland data forms to be included in Pre-Construction Notification application
- 3) Hand drawn map of wetland areas as identified within the field

Assumptions:

- 1) Delineation will occur along new easement boundaries as documented in *19-059 Haig Mill Trail Compiled Topo_ with Trail plans*
- 2) Others will survey wetland and stream field flagging for incorporation into mapping product for USACE and GA EPD applications

Task 1 Total Lump Sum: \$2,900.00

Client Initials_____

TASK 2 - United States Army Corps of Engineers (USACE) PCN

R2T Ecologist will compile all data from Task 1 and United States Army Corps of Engineers (USACE) required data forms. This data shall be presented within the PCN for the proposed impacts within USACE regulated “waters of the United States” as stated in 33 CFR Part 328. R2T will compile, submit, and coordinate with the USACE for the use of Nationwide Permit 14-Linear Transportation Projects. Activities included in the submittal of the PCN may include coordination with the USACE, which may include meetings with Corps representatives on-site and/or conference calls with the USACE. This task will proceed once all maps pertinent to the proposed trail project and/or trail design maps with wetland and stream delineation areas and required buffers have been received from ACP.

Deliverables:

- 1) Copy of Pre-Construction Notification for Nationwide 14
- 2) USACE notification document

Assumptions:

- 1) ACP provides all mapping of proposed trail design and wetland and stream delineation
- 2) USACE has final say on all PCN and “waters of the United States” determinations
- 3) USACE agrees with the use of NWP 14 for linear transportation activities
- 4) USACE comments to PCN will be minimal.

Task 2 Total Lump Sum: \$7,000.00

Client Initials_____

TASK 3 – Georgia Environmental Protection Division (GA EPD) Stream Buffer Variance

R2T will compile a Georgia Environmental Protection Division (GA EPD) stream buffer variance application (SBV) for approval to encroach into the state 25’ stream buffer area. This SBV is required prior to conducting land disturbing activities within the state-mandated 25-foot buffer in accordance with the erosion and sedimentation act of 1975, as amended, o.c.g.a. 12-7-6(b)(15). The SBV application shall be compiled on the most recently updated template as provided by GA EPD. SBV application will comply with all buffer variance procedures and criteria documented in September 2013 GA DNR buffer variance rules and definitions 391-3-7.05. Application process will include all required and necessary meetings and coordination with appropriate GA DNR representatives. This task will proceed once R2T has received complete 3 phase Erosion Sediment and Pollution Control Plans as required for the GA EPD SBV application.

Deliverables:

- 1) Copy of the GA EPD Stream Buffer Variance application
- 2) GA EPD notification.

Assumptions:

- 1) Whitfield County being the local issuing authority has final say on stream buffer variance application required for project
- 2) GA EPD has the final say on determination of “waters of the state” and Stream Buffer Variance approval

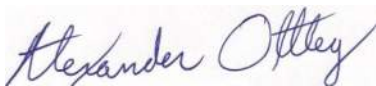
Task 3 Total Lump Sum: \$5,680.00

Client Initials _____

Thank you for the opportunity to submit a proposal on this project. Please feel free to contact me if you have additional questions on this proposal. You can reach me at **(470) 592-8399 | ext 142** or via email at alexander.ottley@r2tinc.com.

Sincerely,

R2T, Inc.



Alexander Ottley
Senior Project Scientist

Client signature below indicates client understands the above proposal, agrees to the terms of the proposal, and agrees to pay **TOTAL LUMP SUM of \$15,580.00** for all tasks indicated above.

CLIENT NAME: _____
Print Name

CLIENT SIGNATURE: _____

DATE: _____



May 7, 2021

American Consulting Professionals, LLC
243 N. Hamilton Street, Suite 2
Dalton, GA 30720

Attention: Mr. Allen Peterfreund, P.E.
Allen.Peterfreund@acp-ga.com

Subject: **PROPOSAL FOR GEOTECHNICAL EXPLORATION**
Mill Creek Riverwalk
Dalton, Georgia
GEO Services Proposal No. 14-21312

Dear Mr. Peterfreund:

GEO Services, LLC is pleased to provide you with our proposal for geotechnical exploration for the proposed Mill Creek Riverwalk project in Dalton, Georgia. The following proposal outlines our understanding of the project requirements based on recent phone and email conversations, the provided information, and the site visit on Wednesday, May 5, 2021. This proposal provides a general description of the project, the associated costs, and the proposed schedule. In addition, we have attached our Agreement for Services that establishes contractual arrangements. This attachment should be completed and forwarded to our office.

PROJECT DESCRIPTION

GEO Services, LLC (GEO S) understands that a new Riverwalk is proposed to be constructed along Mill Creek in Dalton, Georgia. Based on the provided information, the project is set to consist of a new pathway stretching from near Chattanooga Avenue to west of North Thornton Avenue. The proposed construction areas currently exist as a small nature trail along Mill Creek and are mostly wooded. The majority of this new pathway is to be asphalt paved; however, there are several areas where this will differ. In areas where potential “wetlands” are encountered, it is likely that a boardwalk will be constructed. This boardwalk is typically supported on some form of timber pile foundation system. Additionally, in areas where drainage ditches cross the pathway, it is likely that a new pedestrian bridge will be constructed. These small bridges will likely be on the order of 8 to 10 feet in length and are typically supported by shallow bearing foundations on either side.

In addition to the normal pathway, the project is set to consist of a new bridge just to the west of North Thornton Avenue, where Mill Creek intersects with one of its subsidiaries. This bridge will likely be some form of Contech design supported on shallow foundations. We have been asked to perform a geotechnical exploration in an effort to explore the subsurface materials and assist the design team with the new construction.

SCOPE OF SERVICES

Scope A – Riverwalk Exploration

In areas that can be reached with a normal drilling rig, we propose to explore the site subsurface conditions with four (4) normal soil test borings. One of the borings will be performed in the area of the new larger bridge and three of the borings will be performed along the proposed pathway in areas of the small pedestrian bridges or boardwalk. The boring in the area of the bridge will be extended to auger refusal, which we have estimated at 30 feet for the purposes of this proposal. The borings along the proposed pathway will be extended to a depth of 15 feet, or to auger refusal, whichever occurs first. The maximum total drilling footage is estimated as 75 linear feet. Standard penetration resistance tests (SPT) will be performed at 2.5 feet intervals in the upper 10 feet and then at 5 feet intervals to the termination depth. Rock coring is not included in the proposed scope of services. The borings will be backfilled with soil cuttings prior to leaving the site.

In areas that cannot be reached with a normal drilling rig, we propose to explore the site subsurface conditions with four (4) hand auger borings. Each of these borings will be performed along the proposed pathway in supplemental areas between the normal soil test borings. The borings will be extended to a depth of 5 feet, or to auger refusal, whichever occurs first. The maximum total drilling footage is estimated as 20 linear feet. Dynamic cone penetrometer (DCP) readings will be performed at select intervals to the termination depth. The borings will be backfilled with soil cuttings prior to leaving the site.

All soil samples will be returned to our laboratory where they will be reviewed by a member of our professional staff to visually classify the soils and to select representative samples for testing. Laboratory testing of selected soil samples will include natural moisture content determinations and Atterberg limits tests.

Scope B – Subsurface Water Readings

Based on conversations with you, it may be requested that a series of hand auger borings be performed along the alignment of the proposed pathway in order to evaluate the current subsurface water levels. With this, we propose to perform a series of six (6) additional hand auger borings. Each of these borings would be performed along the proposed pathway at equally spaced intervals. The borings will be extended to a depth of 5 feet, or to auger refusal, whichever occurs first. The maximum total drilling footage is estimated as 30 linear feet. The borings will be backfilled with soil cuttings after sufficient data is obtained pertaining to the subsurface water levels.

REPORT PREPARATION

Our services will culminate with a report prepared by a geotechnical engineer or project staff professional under the review of a senior engineer licensed in Georgia. The report will provide a summary of the subsurface conditions encountered in the soil test borings and present geotechnical recommendations for site grading and for design and construction of the foundation system. The report will also include:

- The laboratory test results.
- Figures showing the site location and approximate boring locations.
- The graphical boring logs showing vertical sections, including the boring number and the visual-manual soil classification according to the Unified Soil Classification System identified with the appropriate letter symbol for each soil type.
- A description of the existing site surface conditions and summary of the subsurface conditions encountered in the borings.
- The soil nature and origin, including changes resulting from man's activities and stream erosion/deposition.
- Recommendations for soil related construction including site preparation, fill construction, and ground water control.
- Earthwork construction criteria, including the suitability of the site soils for reuse as fill, subgrade support conditions, stabilization recommendations, and fill compaction criteria.
- Unsatisfactory soil conditions and recommended remedial measures.
- A discussion of anticipated difficult excavation conditions.
- Recommendations for the design and construction of shallow foundations, including allowable bearing capacity, recommended bearing elevation, foundation design criteria, and estimated settlements.
- Recommendations for the design and construction of concrete slabs-on-grade, including subgrade modulus and subgrade material.
- Recommended lateral earth pressures for the design of below grade walls.

PROJECT SCHEDULE AND COSTS

Based on the scope of services described above, the cost to perform the geotechnical exploration for the proposed construction, including 80 feet of soil test borings, will be as follows:

Scope A – Riverwalk Exploration

Normal Soil Borings	\$ 2,000
Hand Auger Borings	\$ 850
Laboratory Testing	\$ 300
Engineering Services	<u>\$ 1,500</u>
Total	\$ 4,650

Scope B – Subsurface Water Readings

\$ 1,200

The above pricing is based on the assumption that any clearing services will be performed by others at no expense to GEOServices. Should additional drilling be requested this drilling will be performed at a cost of \$13/foot, provided an additional mobilization of the drill rig is not required. Should conditions be encountered such that additional services appear to be in the best interest of the project, we would contact you with our recommendations prior to proceeding with any services beyond the scope of this proposal.

Based on our current schedule, we are prepared to initiate our geotechnical services within 3 business days upon receipt of your written authorization to proceed, with mobilization to the project site for the drilling within approximately one to two weeks. Per Georgia law, a three-day utility clearance period is required before any excavation can begin. Upon your authorization, we will contact Georgia 811 for utility clearance. The Georgia 811 will provide location of public utilities; any private utility location will be the responsibility of the owner. We anticipate that the field exploration will be completed in one day. Verbal preliminary information can be provided at the completion of the field work, if necessary. The subsurface report will be submitted approximately ten to fifteen working days after completion of the field exploration.

CONTRACTUAL ARRANGEMENTS

GEOServices Agreement for Services is attached and is incorporated as a part of this proposal. Our Agreement for Services is attached and is incorporated as a part of this proposal. Please indicate your acceptance of our proposal by signing and returning one copy to our office. A facsimile transmittal of the signature page of the contract will be considered suitable written authorization. However, GEOServices will issue the report only after the receipt of a signed copy of this contract. If you elect to indicate acceptance of our proposal by issuing a purchase order, then please reference this proposal number and date. Your purchase order will be an acceptance of our Agreement for Services and an authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall not apply, as our agreement is for services which are not compatible with purchase order agreements.

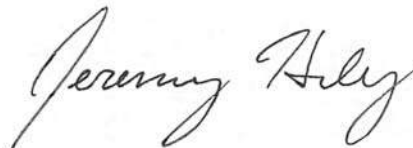
CLOSURE

GEOServices sincerely appreciates the opportunity to provide you with this proposal. If you should have any questions, or need any further information, please do not hesitate to contact us.

Sincerely,
GEOServices, LLC



Joshua R. Watson, P.E., C.W.I.
Geotechnical Engineer / Designer



Jeremy T. Haley, P.E. (TN)
Geotechnical Engineer

Attachment: Agreement for Services Form



AGREEMENT FOR SERVICES

Date: May 7, 2021

GEOservices, LLC
(hereafter Consultant)

Client Name: American Consulting Professionals, LLC
(hereafter Client)

Address: **5559 N. Lee Highway**
City: **Cleveland**
State: **Tennessee** Zip: **37312**

Address: 243 N. Hamilton Street, Suite 2
City: Dalton

Telephone: **423-614-6471**
Fax: **423-614-6479**

State: GA Zip: 30720
Telephone: 706-229-6951

Email: **dkilday@geoservicesllc.com**

Fax:
Email: **Allen.Peterfreund@acp-ga.com**

PROJECT INFORMATION

Project Name: Mill Creek Riverwalk - Geotechnical Exploration

Project Location: Dalton, Georgia

SERVICES TO BE RENDERED

Proposal Number: 14-21312 Dated: May 7, 2021 is incorporated into this Agreement For Services. This Agreement For Services is incorporated into the above Proposal.

WITNESSETH: WHEREAS, Client desires to contract with Consultant to furnish Services to Client's project identified above.

WHEREAS, Consultant is engaged in the business of providing Services and related labor, materials, and equipment. (Herein individually and collectively referred to as Services.)

NOW, THEREFORE, in consideration of the Mutual Covenants and Promises included herein, Client and Consultant agree as follows:

1. **OFFER ACCEPTANCE:** Client hereby accepts Consultant's offer to provide Services as described in Consultant's proposal for Services referenced under "SERVICES TO BE RENDERED" and agrees that such Services and any additional Services authorized by Client shall be governed by this Agreement. **If Client requests Consultant to start performing Services prior to receipt of this Agreement, Client agrees that Consultant's beginning of performance is based on reliance that Client will accept and execute this Agreement for Services. If Client requests Consultant to start performing Services prior to the execution of this Agreement For Services by the Client, then such request is an acceptance of this Agreement for Services to the same extent as if Client had executed this Agreement.** Should Client choose to accept this Agreement for Services through the use of a Purchase Order, all preprinted terms and conditions on Client's purchase order are inapplicable to this Agreement as this Agreement is for Services that are not compatible with purchase order agreements. Unless this offer is previously accepted, it will be withdrawn automatically at 5:00 pm EST, ninety (90) days from the date of issue.

2. **CONTRACT DOCUMENTS:** "Contract Documents" shall mean this document as well as the proposal listed under "SERVICES TO BE RENDERED" each of which is incorporated into the other.

3. **PAYMENT:** Client will pay Consultant for Services and expenses in accordance with the Contract Documents. If prices for Services are not established under SERVICES TO BE RENDERED, then the current fee schedule in effect for the location providing the Services shall be used as the amount to be paid by Client for Services provided. Consultant will submit progress invoices to Client monthly and a final invoice upon completion of its Services. Payment is due upon receipt of the invoice unless otherwise agreed to in writing prior to the submittal of the invoice. Invoices are past due 30 calendar days after the date of the invoice. Past due amounts are subject to a late payment fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred in collecting past due amounts shall be paid by Client. The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or upon the Client's successful completion of the Project. Consultant shall be paid in full for all Services rendered under this Agreement, including any additional Services authorized by Client in excess of those stated in this Agreement. Without incurring any liability to the Client, Consultant may either suspend or terminate this Agreement if Client fails to pay any undisputed invoice amounts within 60 calendar days of the invoice date, or if Client states its

intention not to pay forthcoming invoices. Such suspension or termination will not waive any other claim Consultant may have against Client. Following such suspension or termination, Consultant may resume work by mutual agreement with Client after payment by Client of all outstanding invoiced amounts and collection expenses. In case of such suspension or termination, Client waives all claims for damages or delay as a result of such suspension or termination.

Any invoices that are not paid within thirty (30) calendar days of Client's receipt of letter from Consultant demanding payment of the invoices or a collection action notification by an attorney or collection agency shall constitute a release of Consultant by Client from any all claims whatsoever, including, but not limited to, tort or contractual claims which Client may have against Consultant for Services performed under said invoice(s).

4. STANDARD OF CARE: Consultant and its agents, employees and subcontractors shall endeavor to perform Services for Client using that degree of care and skill ordinarily exercised, under similar circumstances, by others ordinarily providing Services in the same or similar locality as the project at the time Services are provided. In the event any portion of the Services fails to substantially comply with this standard of care obligation and Consultant is promptly notified in writing prior to one year after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services. **THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE.** This **STANDARD OF CARE** is in lieu of all other warranties and standards of care. No other warranty or standard of care, expressed or implied, is made or intended by this Agreement, or by the proposal, by oral communications, or by any representations made regarding the Services included in this Agreement.

5. LIMITATION OF LIABILITY: CONSULTANT AND CLIENT MUTUALLY AGREE THAT THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT INVOLVE RISKS OF LIABILITY WHICH CANNOT BE ADEQUATELY COMPENSATED FOR BY THE PAYMENTS CLIENT WILL MAKE UNDER THIS AGREEMENT. THEREFORE, THE TOTAL CUMULATIVE LIABILITY OF CONSULTANT, ITS AGENTS, EMPLOYEES, AND SUBCONTRACTORS WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERRORS OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENT MISREPRESENTATION, AND STRICT LIABILITY, OR OTHERWISE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CLIENT OR FIFTY THOUSAND DOLLARS, WHICHEVER IS GREATER. CLIENT AGREES THAT PAYMENT OF THE LIMIT OF LIABILITY AMOUNT IS THE SOLE REMEDY TO THE EXCLUSION OF ALL OTHER REMEDIES AVAILABLE FOR THE TOTAL CUMULATIVE LIABILITY OF CONSULTANT, ITS AGENTS, EMPLOYEES, AND SUBCONTRACTORS ARISING OUT OF, CONNECTED WITH OR RESULTING FROM THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. AT ADDITIONAL COST, CLIENT MAY OBTAIN A HIGHER LIMIT OF LIABILITY PRIOR TO COMMENCEMENT OF SERVICES. THE ADDITIONAL COST IS COMPENSATION TO CONSULTANT FOR INCREASING THE CONSULTANT'S LIMIT OF LIABILITY. THE ADDITIONAL COST IS NOT AN INSURANCE COST. THE HIGHER LIMIT OF LIABILITY APPLIES ONLY IF MUTUALLY AGREED TO IN WRITING BY CONSULTANT AND CLIENT AT THE TIME CLIENT ACCEPTS THIS AGREEMENT FOR SERVICES AND THE ADDITIONAL COST PAID WITHIN SEVEN DAYS OF THE DATE OF THE MUTUAL AGREEMENT TO INCREASE THE LIMIT OF LIABILITY.

6. DISCLAIMER OF CONSEQUENTIAL DAMAGES: In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including, but not limited to, lost profits and loss of use rising from or related to Services provided by Consultant.

7. REPORTS: In connection with the performance of the Services, Consultant shall deliver to Client one or more reports or other written documents reflecting Services provided and the results of such Services. All reports and written documents delivered to Client are instruments reflecting the Services provided by Consultant pursuant to this Agreement and are made available for Client's use subject to the limitations of this Agreement. Instruments of Service provided by Consultant to Client pursuant to this Agreement are provided for the exclusive use of Client, and Client's agents and employees for the Project and are not to be used or relied upon by third parties or in connection with other projects. Subject to the authorized use of Client, and Client's agents, and employees, all Instruments of Service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of or intrinsic to the Services included in the Services are, and shall remain, the sole and exclusive property of Consultant. Unless a shorter period is stated in the Instrument of Service, all Instruments of Service provided pursuant to this Agreement will be valid for a period of three years from the date of this Agreement after which the Instruments of Service are void and can no longer be used or relied upon by anyone for any purpose whatsoever. The period for which an Instrument of Service is valid may be extended by mutual written consent of the Consultant and Client.

Documents that may be relied upon by Client are limited to the printed copies (also known as hardcopies) that are signed or sealed by Consultant. Files in electronic media format of text, data, graphics or of other types that are furnished by Consultant to Client are only for the convenience of Consultant and Client. Any conclusion or information obtained or derived from such electronic files will be at the Client's or other user's sole risk. Data stored in electronic format can deteriorate or be modified inadvertently or otherwise. Consultant shall not be responsible to maintain documents stored in electronic media.

Consultant shall not be responsible for any alterations, modifications, or additions made in the electronic data by the Client or any reuse of the electronic data by the Client or any other party for this project or any other project without Consultant's written consent. Client shall indemnify, and hold Consultant harmless against any claims, damages or losses arising out the reuse of the electronic data without Consultant's consent or arising out of alterations, modifications, or additions to the electronic data made by anyone other than Consultant.

Any Instruments of Service, including reports, generated as part of this Agreement are intended solely for use by Client and shall not be provided to any other person or entity without Consultant's written authorization. To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant from and against any action or claim brought by any person or entity claiming to rely on the information or opinions contained in the Instrument of Service without Consultant's written authorization.

8. **SAFETY:** Consultant specifically disclaims any authority or responsibility for general job safety and for the safety of persons who are not employed by Consultant. Should Client, or third parties, be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements. Field Personnel: The presence of Consultant's field personnel, either full-time or part-time, may be for the purpose of providing project administration, assessment, observation or field testing of specific aspects of the project as authorized by Client. Should Client retain the Services of a Contractor(s) for the project, Consultant is not responsible in any way whatsoever for the supervision or direction of the work of the Contractor(s), its' employees or agents. The presence of Consultant's field personnel for project administration, assessment, observation or testing shall not relieve the Contractor(s) of his responsibility for performing work in accordance with the project plans and specifications. If a Contractor (not a subcontractor of Consultant) is involved in the project, Client agrees, in accordance with generally accepted construction practices, that the Contractor will be solely responsible for working conditions on the jobsite, including safety of all persons and property during performance of the work, and compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. It is agreed that Consultant will not be responsible for job or jobsite safety on the project, other than for Consultant's employees and subcontractors, and that Consultant does not have the duty or right to stop the work of the Contractor.

9. **CONFIDENTIALITY:** Subject to any obligation Consultant may have under applicable law or regulation, Consultant will endeavor to release information relating to the Services only to its employees and subcontractors in the performance of the Services, to Client's authorized representative(s) and to persons designated by the authorized representative to receive such information.

10. **SAMPLES:** Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests and analysis. Upon written request, Consultant will retain samples for a mutually acceptable storage charge and period of time. In the event that samples contain or may contain hazardous materials, Consultant shall, after completion of testing and at Client's expense, return such samples to Client or make samples available for disposal by Client's agent. Client recognizes and agrees that Consultant is acting as a bailee and at no time assumes title to said samples.

11. **REPRESENTATIONS OF CLIENT:** Client warrants and covenants that sufficient funds are available or will be available upon receipt of Consultant's invoice to make payment in full for the Services rendered by Consultant. Client warrants that all information provided to Consultant regarding the project and project location are complete and accurate to the best of Client's knowledge.

12. **CLIENT OBLIGATIONS:** Client agrees to furnish Consultant, its agents, employees, and subcontractors a right-of-entry and any authorizations needed for Consultant to enter onto the project site to perform the Services included in this Agreement. Consultant will take reasonable precautions to minimize damage to the Project Site from Consultant's activities and use of equipment. Client recognizes that the performance of the Services included in this Agreement may cause alteration or damage to the site. Client accepts the fact that this is inherent in the work and will not look to Consultant for reimbursement or hold Consultant liable or responsible for any such alteration or damage. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and to indemnify and hold harmless Consultant against any claims and claims related costs including attorney's fees by the owner or persons having possession of the site through the owner which are related to such alteration or damage.

13. **UTILITIES:** Client agrees to disclose the identity of all utilities serving the Project Site and the presence and accurate location of hidden or obscure man-made objects known to Client relative to field tests or boring locations. Client agrees to indemnify and hold harmless Consultant from all claims, suits, losses, personal injuries, death, and property liability including costs and attorney's fees resulting from damage or injury to utilities or subterranean structures (pipes, tanks, etc.) arising from the performance of Consultant's Services when the existence of such are not called to Consultant's attention or the location not correctly identified in information furnished Consultant.

14. **CERTIFICATIONS:** Client agrees not to require that Consultant execute any certification with regard to work performed, tested or observed under this Agreement unless : 1) Consultant believes that it has performed sufficient work to provide a sufficient basis to issue the certification; 2) Consultant believes that the work performed, tested or observed meets the criteria of the certification; and 3) Consultant has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Consultant is limited to an expression of professional opinion based upon the Services performed by the Consultant, and does not constitute a warranty or guarantee, either expressed or implied.

15. **FAILURE TO FOLLOW RECOMMENDATIONS:** The Client agrees that it would be unfair to hold the Consultant liable for problems that may occur if the Consultant's recommendations are not followed. Accordingly, the Client waives any claim against the Consultant, and agrees to indemnify, and hold harmless the Consultant from any claim or liability for injury or loss that results from failure to implement the Consultant's recommendations or from implementation of the Consultant's recommendations in a manner that is not in strict accordance with them.

16. **TERMINATION:**

For Convenience - Upon written notice, Client or Consultant may terminate the performance of any further Services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon dispatch or receipt of the termination notice, Consultant shall stop work on all Services included in this Agreement and deliver any Instruments of Service complete at that time to Client and Client shall pay Consultant within 30 days for all Services performed up to the dispatch or receipt of the termination notice. Upon Termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

For Cause -In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon 10 days written notice delivered or mailed to the other party, which notice must identify the material breach. The Agreement may not be terminated for cause if the breaching party cures the breach within ten days of receipt of the written notice. Upon Termination for Cause, Consultant shall stop work on all Services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant within 30

days for all Services performed up to the termination. Upon Termination for Cause, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

17. UNFORESEEN CONDITIONS OR OCCURRENCES: If, during the performance of service hereunder, any unforeseen hazardous substance, material, element or constituent or other unforeseen conditions or occurrences are encountered which, in Consultant's judgment significantly affects or may affect the services, the risk involved in providing the Services, or the recommended scope of Services, Consultant will notify Client thereof. Subsequent to that notification, Consultant may: (a) If practicable, in Consultant's judgment and with approval of Client, complete the original scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the scope of Services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the Services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE. Client is responsible for reporting any releases of hazardous substances to appropriate government agencies as required by law. Client waives any claim against Consultant and will indemnify and hold Consultant harmless from any claim, injury or loss arising from the discovery of unforeseen hazardous substances.

18. FORCE MAJEURE: Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of an obligation (other than the payment of money) results from any causes beyond its reasonable control and without its fault or negligence. For this purpose, such acts or events shall include, but are not limited to, storms, floods, usually severe weather, epidemics, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and inability within reasonable diligence to supply personnel, information or material to the project. In the event that such acts or events occur, it is agreed that both parties shall attempt to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit and schedule of the Services covered by this Agreement. The time for performance shall be extended for a period equal to the delay.

19. INSURANCE: Consultant shall maintain at its own expense Professional Liability Insurance with limits of \$1,000,000. A certificate can be issued upon request identifying details and limits of coverage.

20. INDEMNITY: Client agrees to indemnify, and save harmless Consultant, its agents, employees, and subcontractors from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees), which Consultant, its agents, employees, and subcontractors may incur, become responsible for, or pay out as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Client's negligence or willful misconduct. Subject to the Limitation of Liability in Article 5, Consultant agrees to indemnify, and save harmless Client from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees) which Client may incur, become responsible for, or pay out as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Consultant's negligence or willful misconduct. Subject to the Limitation of Liability in Article 5, Client and Consultant shall, in the event of liability arising out of their joint negligence or willful misconduct indemnify and save harmless each other in proportion to their relative degree of fault.

21. DISPUTE RESOLUTION: Consultant may in Consultant's sole discretion pursue collection of past due invoices by litigation in a court of competent jurisdiction. Other than Consultant's collection of past due invoices, in the event of a dispute between Consultant and Client with regard to any matter arising out of or related to this Agreement, the Parties will use their best efforts to resolve the dispute amicably within fifteen (15) calendar days. If the dispute cannot be settled amicably, the Parties agree that the dispute shall be subject to mediation in accordance with the mediation rules of the American Arbitration Association or similar Dispute Resolution organization. Mediation in good faith shall be a condition precedent to the institution of legal or equitable proceedings by either party. Once a party files a request for mediation with the other party and with the American Arbitration Association, or similar Dispute Resolution organization, the parties agree to commence such mediation within thirty (30) days of the filing of the request. The costs of such mediation shall be borne equally by both parties. If the dispute is not resolved after such mediation, then the dispute shall be resolved by litigation in a court of competent jurisdiction.

22. CAPTIONS AND HEADINGS: The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provision of or scope or intent of this Agreement.

23. SEVERABILITY: If any provision of this Agreement, or application thereof to any person or circumstance, shall to any extent be invalid, then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

24. ASSIGNMENT AND SUBCONTRACTS: Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Consultant may subcontract for the Services of others without obtaining Client's consent if Consultant deems it necessary or desirable to have others perform Services.

25. NO WAIVER: No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

26. LAW TO APPLY: The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which the project is located.

CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.

ENTIRE AGREEMENT – This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions, and Agreements, whether written or oral, between the parties regarding same.

TO THE EXTENT that any additional or different Provisions conflict with the Provisions of this Agreement, the Provisions of this Agreement shall govern. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative.


CLIENT: American Consulting Professionals, LLC **CONSULTANT:** GEOservices, LLC

BY: _____
(Signature)

(Print Name / Title)

DATE: _____

PROPOSAL NUMBER: 14-21312

BY:  _____
(Signature)

Derek K. Kilday, P.E. / Vice President

DATE: May 7, 2021

Faxed signature to be treated as original signature



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 06/07/2021
Agenda Item: Laserfiche Software Upgrade
Department: Information Technology Department
Requested By: Jorge Paez
Reviewed/Approved by City Attorney? No
Cost: \$23,308.61
Funding Source if Not in Budget CIP 2021

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

In efforts to modernized and standardize the city's software, we have noticed that there are currently two different versions of Laserfiche deployed in the City of Dalton. With this project we plan to consolidate and provision the users to cut back on maintenance fees and consolidate server usage. Currently the city is paying \$8,727.40 for the two versions one of which is an unsupported version. The new ongoing maintenance will be of \$7,500 a \$1,227.40 savings per year, plus removing the hassle of maintaining and securing two different servers.



3717 Apalachee Parkway, Suite 201
 Tallahassee, FL 32311
 850.701.0725
 850.564.7496 fax

Bill/ Ship to: Jorge Paez
jpaez@daltonga.gov
cc AP Contact: jpaez@daltonga.gov

Client Name: Dalton Police Department
Quote Number: 19808
Quote Type: Expansion

Quote Date:

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Total</i>	<i>Prorated 13.45 Months</i>
<u>EXISTING LASERFICHE SOFTWARE SYSTEM CONFIGURATION</u>				
<input checked="" type="checkbox"/> Laserfiche Avante Server for SQL Express with Workflow	-1	\$1,500.00	(\$1,500.00)	N/A
<i>Existing Laserfiche Software Credit Total</i>			(\$1,500.00)	(\$1,500.00)
<u>CONTENT SERVICES SOFTWARE LICENSING FOR AVANTE</u>				
<input checked="" type="checkbox"/> Laserfiche Avante Server for MS SQL with Workflow	1	\$5,000.00	\$5,000.00	N/A
<input checked="" type="checkbox"/> Laserfiche Avante Additional Repository for MS SQL	1	\$1,000.00	\$1,000.00	N/A
<input checked="" type="checkbox"/> Laserfiche Avante Named Full User with Snapshot and Email	4	\$500.00	\$2,000.00	N/A
<input checked="" type="checkbox"/> Laserfiche Avante Standard Audit Trail	4	\$75.00	\$300.00	N/A
<i>Laserfiche Software Subtotal</i>			\$8,300.00	\$8,300.00
GRAND TOTAL - ONE-TIME SOFTWARE			\$6,800.00	\$6,800.00

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Annual Total</i>	<i>Prorated 13.45 Months</i>
<u>EXISTING LASERFICHE SOFTWARE SUPPORT CREDIT</u>				
<input checked="" type="checkbox"/> Current System Support Credit <i>**The credit amount honored will be determined based on the date of order.</i>	1	TBD	TBD	N/A
<u>LASERFICHE ANNUAL SOFTWARE SUPPORT - BASIC</u>				
<input checked="" type="checkbox"/> Laserfiche Avante Server for MS SQL with Workflow	1	\$1,050.00	\$1,050.00	\$1,176.88
<input checked="" type="checkbox"/> Laserfiche Avante Additional Repository for MS SQL	1	\$210.00	\$210.00	\$235.38
<input checked="" type="checkbox"/> Laserfiche Avante Named Full User with Snapshot and Email	4	\$105.00	\$420.00	\$470.75
<input checked="" type="checkbox"/> Laserfiche Avante Standard Audit Trail	4	\$15.75	\$63.00	\$70.61
<i>Laserfiche Annual Recurring Software Support Subtotal</i>			\$1,743.00	\$1,953.61
GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION			\$1,743.00	\$1,953.61

For budgetary purposes, the Client should include \$1,743.00 annually for renewal of the items above. If you subscribe to MCCi's Training Center or SLA, additional user licenses may increase its cost at the time of your next annual renewal. Sales tax will be invoiced where applicable and is not included above.

Service Description:	Qty.	Unit Cost	Total	Prorated 13.45 Months
<u>MCCi SERVICE PACKAGES</u>				
<input checked="" type="checkbox"/> Implementation Services Package <i>Cost is based on the current components provided herein. MCCi's certified personnel will administer these services to assist Client with implementing the software/subscription components purchased.</i> <ul style="list-style-type: none"> • Migrate PD repository (roughly 400 GB) to new Avante server • Installation of Laserfiche Workflow • Migrate City Clerk's existing Classic System 	1	\$5,740.00	\$5,740.00	N/A
<input checked="" type="checkbox"/> Upgrade to LFDS Installation Package	1	\$3,075.00	\$3,075.00	N/A
<input checked="" type="checkbox"/> Laserfiche Filing Workflow Configuration <i>Up to 15 Document Types.</i>	1	\$4,100.00	\$4,100.00	N/A
<input checked="" type="checkbox"/> Laserfiche Training Services, Remote Per Day <i>Workflow training and installation excluded.</i>	1	\$1,640.00	\$1,640.00	N/A
Service Packages Subtotal			\$14,555.00	\$14,555.00
GRAND TOTAL - ONE-TIME SERVICES			\$14,555.00	\$14,555.00
TOTAL LASERFICHE PROJECT COST			\$23,098.00	\$23,308.61

All Quotes Expire in 30 Days

This is NOT an invoice. Please use this confirmation to initiate your purchasing process.

RECURRING SERVICES

The Recurring Services portion of this Order will be based on the pricing at the time of renewal and will systematically renew unless written notice of termination has been provided per the master agreement. In the event that a manufacturer increases its prices for recurring annual services, the increase will be passed along to Client. No more than once per year, MCCi may adjust its recurring annual services to coincide with current U.S. inflation rates; any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

REMOTE SERVICES

All service packages include remote time due to COVID-19. If circumstances change to allow onsite services to be performed, a new quote must be requested.

PRODUCT ORDER TERMS

MCCi will process Product Orders as follows:

Product/Service Description	Timing of Product Order
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	Within 30 days of receipt of Order.

BILLING TERMS

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	<ul style="list-style-type: none">▪ Initial Sale: Upon delivery of software or activation of the subscription.▪ Annual Renewal: 75 days in advance of expiration date.
Service Packages	<ul style="list-style-type: none">▪ Upon delivery completion and Client acceptance.

MCCi shall not send any invoices, nor claim payment, for any fees or expenses incurred by MCCi until both parties authorize this Order. Sales tax will be included where applicable and is NOT included in the Pricing section.

SERVICE PACKAGES

IMPLEMENTATION SERVICES PACKAGE

MCCi's certified personnel will administer these services to assist the Client with implementing the software/subscription components purchased.

MCCi DELIVERABLES

Professional Services may include any of the following for the purchased components:

- Project management associated with the proposed solution:
 - Outlining requirements
 - Setting expectations for project success
- Assistance with basic repository configuration and user account setup (Laserfiche only)
- Basic configuration of all software components and remote installation as needed
- Review of implemented solution

MCCi ASSUMPTIONS

TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email (support@mccinnovations.com), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 8 pm Eastern Time.

PROFESSIONAL SERVICES

CHANGE ORDER PROCESS

Any deviations from the contract will be documented in a Change Order that the Client must execute.

CONFIGURATION ASSISTANCE

Many of our packages list remote configuration assistance for up to a certain number of days. This is based on total days, not business days.

TRAVEL

MCCi will schedule travel in consecutive days for most engagements unless otherwise stated or agreed upon.

SCHEDULING

All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.

RETURN POLICY

Any product returns are reliant on Manufacturer's return policy.

LASERFICHE ASSUMPTIONS

The following assumptions are current as of the date of order. Manufacturer's terms and conditions are subject to change.

LASERFICHE END USER LICENSE AGREEMENT (EULA)

As part of Client's account activation process, Laserfiche requires acceptance of the Laserfiche EULA, which can be found at <https://www.laserfiche.com/eula/home/>.

- By accepting this Order, Client acknowledges Laserfiche's EULA and agrees to abide by its terms and absolve MCCi of any Laserfiche product-related liability.

LASERFICHE SOFTWARE ASSURANCE PLAN (LSAP)

MCCi acts as first-tier support and works with Laserfiche, who would provide second-tier level support when needed.

ACTIVE LSAP BENEFITS INCLUDE:

- Easy access to our team of Laserfiche Gold Certified Support Technicians
- Remote desktop support through GoToMeeting
- Free Laserfiche version downloads
- Access to continued education through Webinars, User Groups, and Seminars
- Continued access to your Subscription environment (if applicable)
- 100% upgrade credit* for your existing software (in the event of a platform upgrade)

Excludes moves to Subscription or Cloud

LASERFICHE LATE PAYMENT POLICY

- If payment is not received before your Renewal Date, your Laserfiche support expires. Please allow up to five (5) business days after receipt of payment for MCCi to process renewal payment to Laserfiche.
- If your on-premises support expires, your access to the Laserfiche website and Laserfiche technicians will no longer be available until payment is received.
- If your Subscription (if applicable) support expires, your access to Laserfiche will be turned off after 30 days and your access to the Laserfiche website, and Laserfiche technicians will no longer be available until payment is received.
- If your support expiration is just due to a late payment, you will still be able to access MCCi Support Technicians for 30 days.
 - However, if there are support issues that require Laserfiche involvement, these issues cannot be resolved until your support is renewed.

REINSTATEMENT FEES

- After your support has been expired for 30 days, Laserfiche will move your renewal date and will apply reinstatement fees.
 - Fees = 10% of Annual LSAP Total multiplied by the number of expired months

POLICIES

- All maintenance/subscriptions are prepaid and non-refundable.
- One year of LSAP must be purchased for all new products.
- For new systems:
 - The support date is set 30 days after MCCi submits software order to Laserfiche.
- For platform upgrades to Avante or Rio:
 - The support date is set immediately upon MCCi submitting software order to Laserfiche.
 - Remaining months of LSAP can be applied toward the new purchase.

- To receive any available software credit for existing platform software at the time of the upgrade, the Client's LSAP must be active (i.e., support/maintenance has not expired).
- *For product upgrades:*
 - To receive any available software credit for existing platform software at the time of the upgrade, the Client's LSAP must be active (i.e., support/maintenance has not expired) and the support date is prorated to match Client's existing support date.
- *For moves from on-premises platforms to Subscription:*
 - Credits are not available when moving to Laserfiche Subscription licensing options from an alternative Laserfiche licensing model.
- *For additional software:* the support date is prorated to match Client's existing support date.
- *For Subscription licensing renewals:*
 - The support will automatically renew unless Laserfiche is notified of intent to cancel at least 30 days prior to the renewal date.
 - If your Laserfiche Subscription invoice remains outstanding 30 days after the renewal date, the entire Laserfiche system will be deactivated.
 - The Subscription renewal invoice will be sent 75 days prior to the anniversary date.

INTEGRATIONS

Third-party Laserfiche integrations or utilities may consume one or more Laserfiche user licenses depending on how the vendor designed and coded the integration. These additional licensing needs should be verified by the Client and considered in the user licensing purchased.

LASERFICHE SOLUTION PROVIDER OF RECORD

As your current Solution Provider of Record, Laserfiche's policy dictates that MCCi is the only Solution Provider that can download software licenses and activations for you. Unless you decide to cancel your contract with MCCi or work with Laserfiche to formally change your Laserfiche Solution Provider of Record, future software purchases, upgrades, and support renewals will be processed and provided solely by MCCi.

CLIENT SOLUTION CUSTOMIZATIONS

The Client may also choose to customize their system internally, without MCCi's help. MCCi is not responsible for any damages caused by the user's customization of the system. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates to Laserfiche may affect any customizations made by the user. If MCCi's help is required to correct/update any customizations made by the Client, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For MCCi to excel in providing the highest level of service, the Client must provide timely access to technical resources. The Client must provide adequate technical support for all MCCi installation and support services. If the Client does not have "in-house" technical support, it is the Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

SIGNATURE PAGE

MCCi, LLC

By: _____

Name: _____

Title: _____

Date: _____

CITY OF DALTON

By: _____

Name: _____

Title: _____

Date: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: June 7, 2021

Agenda Item: Professional Services – BION Security

Department: Information Technology

Requested By: Jorge Paez

Reviewed/Approved by City Attorney? Yes

Cost: Not To Exceed \$30,000

Funding Source if Not in Budget CIP 2021

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

The city is seeking approval for professional services from BION security to help and guide the city's I.T. Department in deploying networking equipment to best practices in security. The professional service agreement is set to NOT exceed the amount of \$30,000 dollars for the overall project. Funds will be coming from the CIP budget of 2021.

BION Security is a registered vendor with the City of Dalton and their team consists of a couple of highly qualified security engineers. The City has engaged with BION Security for a proof of concept site to evaluate the quality of work and amount of effort required on their behalf to complete the project, all in which was completed in a very reasonable amount of time.

**CITY OF DALTON
FORTINET NETWORKING EQUIPMENT DEPLOYMENT
PROFESSIONAL SERVICE AGREEMENT**

THIS PROFESSIONAL SERVICE AGREEMENT is made and entered into on this 7th day of June, 2021 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and **BION Security LLC**, hereinafter referred to as "CONTRACTOR".

WHEREAS, CITY owns **28 building sites** that need to be configured onto the city's network; and

WHEREAS, CITY owns networking equipment that needs to be **configured** and deployed throughout the city; and

WHEREAS, CONTRACTOR desires to **configure the network equipment utilizing modern security best practices**; and

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

1. **WORK SITE:** CONTRACTOR shall work remotely from a secure environment with access to the city's networking lab, located at 300 W. Waugh St Dalton, Georgia 30720.

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

Days: **86 Days**

Time of day: **6:00 AM to 11:59 PM**

In the event that CONTRACTOR should desire to use the subject property on additional dates or times, CONTRACTOR shall obtain written authorization from the Dalton City Information Technology Director. CONTRACTOR shall restrict the public use of or access to the subject property except as may be authorized by the Dalton City Information Technology Director. The subject property shall be used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the subject property. The subject property shall be used and virtually accessed for the subject project and related functions

only and not for any other commercial operations. The use and access of the networking equipment for any other usages other than specified by the Dalton City I.T. Department Director is prohibited. Any such access shall be approved by the CITY and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

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

4. DATE OF COMMENCEMENT: The CONTRACTOR shall commence work on the project within **3** days of receiving **Notice to Proceed** by the CITY.

5. DATE OF COMPLETION: The CONTRACTOR shall complete the project on or before August 31, 2021

6. CONTRACT SUM AND CONTINGENCY: The CITY shall pay to CONTRACTOR an hourly rate of **\$110** Dollars for the complete performance of the project and terms of this Agreement. In addition to the contract sum, the CITY shall pay the CONTRACTOR an amount not to exceed **\$30,000** for professional services rendered to the CITY. In addition, CITY shall pay to CONTRACTOR for any additional work performed pursuant to any mutually agreed to change orders. All change orders shall be in writing signed by both parties. CONTRACTOR shall notify the Dalton City Information Technology Director prior to commencing work pursuant to a change order.

7. CONTRACT PENALTY: The CONTRACTOR shall pay to the CITY the amount of **\$100.00** Dollars per calendar day for unexcused delay in completion of the project past the date of completion.

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

9. SURRENDER OF subject property: CONTRACTOR shall, no later than **1** day after completion of the project, surrender possession of the subject property and shall not virtually access the subject property. All login credentials to the subject property will be changed upon completion of project. All configurations and implementation techniques shall become the intellectual property of the CITY for said project.

10. CITY COVENANTS: CITY covenants and agrees:

- (a) to provide all available information, data, reports, records and diagrams to which CITY has possession or control which are necessary for CONTRACTOR to perform the scope of services provided for herein;
 - (b) to provide reasonable assistance and cooperation to CONTRACTOR in obtaining any information or documentation which are necessary for CONTRACTOR to perform the scope of services provided for herein;
 - (c) to designate a representative authorized to act on the CITY's behalf with respect to the project. Unless otherwise provided, said CITY representative shall be the Dalton City Information Technology Director;
 - (d) to permit access to the subject property virtually and obtain permission to extend temporary access necessary for CONTRACTOR to complete the scope of services;
 - (e) to provide reasonable assistance to CONTRACTOR in registering subject equipment to the manufacturer for the scope of services;
11. CONTRACTOR COVENANTS: CONTRACTOR covenants and agrees:
- (a) to perform the scope of services in a professional manner, using that degree of care and skill ordinarily exercised by contractors practicing in the same or similar field;
 - (b) to use only employees qualified to complete the work with sufficient experience in same or substantially similar projects;
 - (c) to use only properly licensed employees for any work requiring a specialty or professional network certifications;
 - (d) to designate a representative authorized to act on the CONTRACTOR's behalf with respect to the project;
 - (e) That its employees are qualified and or certified to configure networking equipment, and utilize best modern security practices, as described in the SCOPE OF WORK
 - (f) to use the subject property in a safe, careful and lawful manner;
 - (g) to promptly report in writing to CITY any unsafe or defective condition of the subject property and any adverse condition, which shall include but not be limited to, D.O.A. (Dead on Arrival) equipment, faulty firmware, faulty datacom connections, or damaged property that may adversely affect CONTRACTOR's

ability to complete the scope of services or other terms of this Agreement;

- (h) to promptly report in writing to CITY any damage to or injuries sustained on the subject property and to promptly repair any damage to the subject property which is made necessary by any act of CONTRACTOR, its employees, agents;
- (i) to perform all work on the project in a good and workmanlike manner, free from faults and defects, and in conformance with the terms of this Agreement;
- (j) to determine the appropriate method, details and means of performing the scope of services provided by this Agreement;
- (k) to exercise the ordinary standard of care in complying with the laws, codes, and regulations applicable to the CONTRACTOR's services;
- (l) to exercise diligence and to complete delivery of the scope of services in a timely manner consistent with the exercise of due care;
- (m) to attend meetings to make presentations or to otherwise review the progress of the work as set out in the scope of services at the reasonable request of the CITY;
- (n) to prepare and submit to the CITY reports required by the scope of services or upon the written request of the CITY.
- (o) to keep the integrity subject property in a safe and orderly condition and to protect from unwanted logins, damage, or theft any intellectual property necessary for completion of the project;

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

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

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

CITY.

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

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

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

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

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

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

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

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

Such notice to CITY shall be mailed to: City of Dalton
ATTN: Information Technology Director
300 W. Waugh ST
Dalton, GA 30720

Such notice to CONTRACTOR shall be mailed to: BION Security LLC.,
710 Dacula RD. Suite 4A
Dacula, GA 30019

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

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

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

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

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

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

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

22. **MISCELLANEOUS PROVISIONS:**

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

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

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

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

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

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

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

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

Signatures Next Page

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

CONTRACTOR:

CONTRACTOR:

By: _____

Title: _____

Date: _____

CITY:

CITY OF DALTON, GEORGIA

By: _____

MAYOR

Date: _____

Attest: _____
CITY CLERK

BION Security
 710 Dacula Road Suite 4A
 Dacula, GA 30019
 +1 4707450990
 info@bionsecurity.com
 www.BIONSecurity.com

Estimate



ADDRESS
Bill Lloyd City of Dalton 300 W Waugh St Dalton, GA 30720

SHIP TO
Bill Lloyd City of Dalton 300 W Waugh St Dalton, GA 30720

ESTIMATE #	DATE	EXPIRATION DATE
1112	05/19/2021	06/30/2021

REFERENCE
 BION-PROSERV

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Hours BION Engineer billing hours	40	110.00	4,400.00

BION Engineering Hours - 40 Hours TOTAL **\$4,400.00**

Accepted By

Accepted Date

Terms & Conditions

Purchase orders can be emailed to info@bionsecurity.com.

Net 30 days unless otherwise approved by "BION Security LLC."

BION Security accepts Mastercard, Visa, and American Express Credit Cards on all transactions under \$75,000.00.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 6/21/2021
Agenda Item: Consulting Agreement - Evergreen Solutions
Department: HR
Requested By: Greg Batts
Reviewed/Approved by City Attorney? Yes
Cost: \$24,000.00
Funding Source if Not in Budget Budget Amendment

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

Ratification of agreement to conduct wage survey.



Consulting Services Agreement

By and Between

City of Dalton, Georgia

and

Evergreen Solutions, LLC

This Agreement (the "Agreement"), dated as of May 28, 2021, is made by and between Evergreen Solutions, LLC, a Florida corporation ("Evergreen"), and the City of Dalton (the "Client").

WHEREAS, Evergreen Solutions and the Client desire to enter into an agreement whereby Evergreen will provide certain management consulting services for the Client on the terms and conditions hereinafter set forth; and

WHEREAS, Evergreen Solutions is willing to provide such management consulting services for the Client.

NOW, THEREFORE, the parties hereto agree as follows:

1. Engagement. Evergreen Solutions hereby agrees to provide such management consulting services for the Client as may be reasonably requested by the Client in connection with the Letter Proposal submitted by Evergreen Solutions on May 27, 2021.

2. Extent of Services. Evergreen Solutions agrees to perform such services to the best of its ability and in a diligent and conscientious manner and to devote appropriate time, energies and skill to those duties called for hereunder during the term of this Agreement and in connection with the performance of such duties to act in a manner consistent with the primary objective of completing the engagement.

Evergreen Solutions agrees to devote such time as is reasonably required to fulfill its duties hereunder. Throughout the duration of this agreement, Evergreen Solutions will serve as an independent contractor of the Client, as such; Evergreen Solutions will obey all laws relating to federal and state income taxes,



associated payroll and business taxes, licenses and fees, workers compensation insurance, and all other applicable state and federal laws and regulations.

In the successful completion of this engagement, Evergreen Solutions may utilize subcontractors, but Evergreen Solutions shall remain completely responsible to the Client for performance under this Agreement.

3. Term. The engagement of the Consultant hereunder by Client shall commence as of the date hereof and shall continue through August 31, 2021, unless earlier terminated, pursuant to Section 5 hereof.

4. Compensation.

(a) As compensation for the services contemplated herein and for performance rendered by Evergreen Solutions of its duties and obligations hereunder, the Client shall pay to Evergreen Solutions an aggregate fee equal to \$24,000 (the "Consulting Fee"), earned and payable according to the following invoice/payment schedule:

- 33% - upon completion of Tasks 1 – 2 of our detailed work plan
- 33% - upon completion of Tasks 3 – 4 of our detailed work plan
- 34% - upon completion of Tasks 5 – 6 of our detailed work plan

(b) The Client's sole obligation shall be to pay Evergreen Solutions the amounts described in Section 4(a) of this Agreement, and the Consultant is not and shall not be deemed an employee of the Client for any purpose.

5. Termination. This Agreement shall be terminated as follows:

(a) 30 days after written notice of termination is given by either party at any time after May 24, 2021 provided however, that if the Client shall terminate this Agreement pursuant to this Section 5(a) for any reason other than Consultant's material breach of this Agreement (having given prior notice of, and reasonable opportunity for Consultant to cure, any such breach), Client shall pay to consultant in one lump sum an amount equal to that portion of the aggregate Consulting Fee which has not been paid to Consultant as of the effective date of such termination.

(b) On such date as is mutually agreed by the parties in writing.

(c) Upon expiration of the Term as set forth in Section 3.

If Client elects to terminate for material breach then Client shall pay to consultant in one lump sum an amount equal only to that for which services have been rendered.

Upon termination of this Agreement pursuant to this Section 5, except as contemplated by Section 5(a) in the event Client terminates this Agreement in the absence of continuing material breach hereof by Consultant, Consultant shall be entitled to payment of only that portion of the Consulting Fee earned through the effective date of such termination and any portion of the Lump Sum Payment which has not been paid to Consultant as of the effective date of such termination.

6. Confidential Information. Evergreen Solutions shall not, at any time during or following expiration or termination of its engagement hereunder (regardless of the manner, reason, time or cause thereof) directly



or indirectly disclose or furnish to any person not entitled to receive the same for the immediate benefit of the Client any trade secrets or confidential information as determined by the Client in writing.

7. Covenants. Evergreen Solutions agrees to (a) faithfully and diligently do and perform the acts and duties required in connection with its engagement hereunder, and (b) not engage in any activity which is or likely is contrary to the welfare, interest or benefit of the business now or hereafter conducted by the Client.

8. Binding Effect. This Agreement will inure to the benefit of and shall be binding upon the parties hereto and their respective successors or assigns (whether resulting from any re organization, consolidation or merger of either of the parties or any assignment to a business to which all or substantially all of the assets of either party are sold).

9. Entire Agreement. This Agreement, including the aforementioned letter proposal, contains the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes all prior agreements and understandings with respect thereto and cannot be modified, amended, waived or terminated, in whole or in part, except in writing signed by the party to be charged.

10. Notices. All notices required to be given under the terms of this Agreement or which any of the parties desires to give hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or sent by facsimile transmission, addressed as follows:

(a.) If to Evergreen Solutions addressed to:

Evergreen Solutions, LLC
Attention: Dr. Jeff Ling, President
2878 Remington Green Circle
Tallahassee, Florida 32308

(b.) If to the Client addressed to:

City of Dalton, Georgia
Attention: Mr. Greg Batts, SPHR, Director, Human Resources
P.O. Box 1205
Dalton, Georgia 30722

Any party may designate a change of address at any time by giving written notice thereof to the other parties.

11. Miscellaneous. This Agreement:

(a) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns;

(b) may not (except as provided in Section 9 hereof) be assigned by either party hereto without the prior written consent of the other party (any purported assignment hereof in violation of this provision being null and void);

(c) may be executed in any number of counterparts, and by any party on separate counterparts, each of which as so executed and delivered shall be deemed an original but all of which together shall constitute



one and the same instrument, and it shall not be necessary in making proof of this Agreement as to any party hereto to produce or account for more than one such counterpart executed and delivered by such party;

(d) may be amended, modified or supplemented only by a written instrument executed by all of the parties hereto; and

(e) embodies the entire agreement and understanding of the parties hereto in respect of the transactions contemplated hereby and supersedes all prior agreements and understandings among the parties with respect thereto.

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

Evergreen Solutions. LLC

Jeff Ling, President

City of Dalton

6-4-21 David Pennington - Mayor

