



**MAYOR AND COUNCIL MEETING  
MONDAY, MARCH 16, 2020  
6:00 PM  
DALTON CITY HALL**

**A G E N D A**

**Call to Order**

**Pledge of Allegiance**

**Approval of Agenda**

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

**Proclamation:**

1. "Census Day" - April 1, 2020

**Minutes:**

2. Mayor and Council Minutes of March 2, 2020

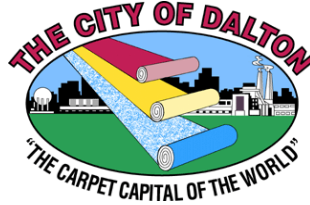
**New Business:**

3. Ordinance 20-06  
The request of John Stafford to rezone from General Commercial (C-2) to Medium Density Single Family Residential (R-3) a tract of land totaling .23 acres located at 445 N. Hamilton Street, Dalton, Georgia. Parcel (12-200-15-030).
4. 2019 Final Budget Amendment #7
5. 2020 Budget Amendment #1
6. GDOT Contract for LIDAR Obstruction Survey, Airspace Analysis, and Land Acquisition Plan at Dalton Municipal Airport
7. Croy Engineering Runway Geotech Services Project at Dalton Municipal Airport
8. Master Services Agreement with Arcadis, U.S., Inc. for Engineering Consulting Services
9. Professional Services Task Order 001 with Arcadis U.S., Inc. for Prater Alley Area Drainage Study
10. Proposal for Project Planning Services with Goodwyn Mills Cawood
11. Proposal to Support Georgia Forward/GA Young Gamechangers

**Supplemental Business**

**Adjournment**

# PROCLAMATION



## **"CENSUS DAY" APRIL 1, 2020**

**WHEREAS**, Article 1, Section 2 of the United States Constitution mandates that a census be conducted of the nation's population every ten (10) years with the next census scheduled for April 1, 2020; and

**WHEREAS**, it is vital that all households in Dalton, Georgia participate in the census, and every resident of our community counts and deserves to be counted; and

**WHEREAS**, the census plays an essential role in identifying where resources are most needed and will determine how the federal government distributes billions of dollars each year to communities nationwide for critical community services, housing, transportation, healthcare, economic development, as well as other needs and services; and

**WHEREAS**, the information collected by the Census is confidential and protected by law and accurate census information is critical to planning for future growth, development and the social needs of Dalton, Georgia.

**NOW, THEREFORE BE IT RESOLVED**, I, David Pennington, Mayor of the City of Dalton, Georgia hereby proclaim April 1, 2020 as **"CENSUS DAY"** in recognition of the importance of the 2020 Census and pledge full support to achieving a complete and accurate Census Count. I encourage every resident to accurately complete their Census questionnaire on-line, over the telephone or promptly return it by mail.

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

Mayor \_\_\_\_\_

Date                      March 13, 2020  
\_\_\_\_\_



THE CITY OF DALTON  
MAYOR AND COUNCIL MINUTES  
MARCH 02, 2020

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 Derek Waugh, Annalee Harlan, Tyree Goodlett and Gary Crews, City Administrator Jason Parker, City Attorney Gandhi Vaughn and several department heads.

PLEDGE OF ALLEGIANCE

The audience was led in the Pledge of Allegiance.

PUBLIC COMMENTARY

- Dalton Convention and Visitors Bureau Director of Tourism Margaret Thigpen briefed the Mayor and Council about various upcoming events in the Dalton Area that will increase tourism.
- Dalton Library Board Chairman Kathryn Sellers urged the Mayor and Council to consider additional funding for the Library now that Service Delivery negotiations have come to a resolution. Ms. Sellers further stated the Library will close by the end of June 2020 due to lack of funds. Mayor Pennington requested the full annual financial report for FY2018/2019. Council member Annalee Harlan asked the date and time of the next board meeting. Ms. Sellers responded the next meeting would be on Thursday, March 5<sup>th</sup> at 4:00 p.m.
- Cathy Holmes asked several questions regarding a recent article in the Dalton Daily Citizen News about the consideration of construction of restroom facilities at Burr Park.

APPROVAL OF AGENDA

On the motion of Council member Goodlett, second Council member Harlan, the Mayor and Council approved the March 02, 2020 agenda as presented. The vote was unanimous in favor.

MINUTES

The Mayor and Council reviewed the Mayor and Council Regular Meeting Minutes of February 17, 2020. On the motion of Council member Harlan, second Council member Goodlett, the minutes were approved. The vote was unanimous in favor.

2020 ALCOHOL BEVERAGE APPLICATION

The Mayor and Council reviewed the following 2020 alcohol application:

1. Business Owner: El Comal Tienda Y Cocina, LLC  
d/b/a: El Comal Tienda Y Cocina, LLC  
Applicant: Claudia Alvarez  
Business Address: 616 Fourth Ave, Suite 4-6  
Type: Pouring Beer, Package Beer  
Disposition: **New**

On the motion of Council member Harlan, second Council member Goodlett, the following alcohol beverage application approved. The vote was unanimous in favor.

INTERGOVERNMENTAL AGREEMENT FOR AUTOMATIC AID FOR FIRE SERVICES AND FIRST RESPONSE

On the motion of Council member Harlan, second Council member Waugh, the Mayor and Council approved the Intergovernmental Agreement with Whitfield County for Automatic Aid for Fire Services and First Response. The vote was unanimous in favor.

ARCHITECTURAL AGREEMENT WITH KRH ARCHITECTS FOR DALTON FIRE DEPARTMENT ROOF PROJECT – STATION 1

On the motion of Council member Crews, second Council member Harlan, the Mayor and Council approved the agreement with KRH architects with regards to the Dalton Fire Department’s Station 1 roof project. The vote was unanimous in favor.

TRAFFIC CONTROL CHANGE – ‘NO PARKING – THIS SIDE OF STREET’ FOR LANCE STREET AND RICHARDSON STREET

On the motion of Council member Goodlett, second Council member Harlan, the Mayor and Council approved the traffic control change ‘no parking – this side of street’ for Lance St. and Richardson St. The vote was unanimous in favor.

BOARD APPOINTMENTS

The Mayor and Council reviewed the following appointments:

<b>Appointments</b>				
<b>Type</b>	<b>Current Member</b>	<b>Incoming Member</b>	<b>Term</b>	<b>Expiration</b>
DWCDC	New Liaison	Pennington David	1 Year	12/31/2020
Library	New Liaison	Harlan, Annalee	1 Year	12/31/2020
Creative Arts Guild	New Liaison	Harlan, Annalee	1 Year	12/31/2020
Library	Compton, Ann	Compton, Ann	3 Year	3/2/2023
Library	McFarland, Frances (Bitsy)	McFarland, Frances (Bitsy)	3 Year	3/2/2023

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

Mayor and Council  
Minutes  
Page 3  
March 02, 2020

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 6:39 p.m.

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Gesse Cabrera  
Deputy City Clerk

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David Pennington, Mayor

Recorded  
Approved: \_\_\_\_\_  
Posted: \_\_\_\_\_



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 3/16/2020

**Agenda Item:** The request of John Stafford to rezone from General Commercial (C-2) to Medium Density Single Family Residential (R-3) a tract of land totaling .23 acres located at 445 N. Hamilton Street, Dalton, Georgia. Parcel (12-200-15-030)

**Department:** Planning and Zoning

**Requested By:** Ethan Calhoun

**Reviewed/Approved by City Attorney?** Sent for Review

**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:**

See the attached staff analysis.

CITY OF DALTON  
ORDINANCE  
Ordinance No. 20-06

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From General Commercial (C-2) To Medium-Density Single Family Residential (R-3) Being A Tract Of Land Totaling 0.23 Acres Located At (Parcel No.: 12-200-15-030); To Provide An Effective Date; And For Other Purposes.

WHEREAS, John Stafford and Lisa Stafford (Owner) has filed an application with the City to rezone property described as 445 N. Hamilton Street (Parcel No.: 12-200-15-030) (the Property);

WHEREAS, the Property is currently zoned General Commercial (C-2);

WHEREAS, the Owner is requesting the Property be rezoned to Medium-Density Single Family Residential (R-3);

WHEREAS, the application for rezoning appears to be in proper form and made by all owners of the Property sought to be rezoned;

WHEREAS, the rezoning is in conformity with the City of Dalton Joint Comprehensive Plan;

WHEREAS, the Dalton-Whitfield Planning Commission considered the proposed rezoning of the Property at a duly noticed public hearing held on January 27, 2020 and the matter was tabled to February 24, 2020;

WHEREAS, on February 24, 2020 the Owner failed to appear and the matter was again tabled;

WHEREAS, pursuant to the Zoning Standards And Procedures Ordinance, the Dalton-Whitfield Planning Commission having failed to issue a final decision regarding the application within 60 days, therefore the application is deemed to have received a favorable recommendation by operation of said Ordinance;

BE IT ORDAINED by the Mayor and Council of the City of Dalton in regular meeting assembled and by authority of the same it is hereby ordained as follows:

-1-

The recitals contained herein above are incorporated herein by reference and are adopted as findings and determinations of the Mayor and Council.



-2-

The Property located at 445 N. Hamilton Street identified as Parcel No.: 12-200-15-030 is hereby rezoned from Low-Density Single-Family Residential (R-2) to Medium-Density Single Family Residential (R-3).

-3-

The Unified Zoning Map of the City of Dalton shall be amended to conform to and reflect the rezoning of the Property as approved herein. City Staff is authorized and directed to take all actions necessary to effectuate the rezoning of the Property as approved herein.

-4-

Should any section or provision of this Ordinance be declared by a Court of competent jurisdiction to be unconstitutional, invalid or unlawful, such declaration shall not affect the validity of the remaining portions of the ordinance not so declared to be unconstitutional, invalid, or unlawful.

-5-

All resolutions and ordinances of the City of Dalton or parts thereof in conflict herewith are hereby repealed.

-6-

This Ordinance shall take effect and be in force from and after its adoption and publication in two public places within the City of Dalton for five (5) consecutive days, the public welfare of the City of Dalton requiring it.

[Signatures on next page.]

ADOPTED AND APPROVED on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, at the regular meeting of the Mayor and Council of the City of Dalton.

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.

CITY OF DALTON, GEORGIA

\_\_\_\_\_  
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 \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
CITY CLERK  
CITY OF DALTON

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

**MEMORANDUM**

**TO:** City of Dalton Mayor and Council  
Jason Parker  
Gandi Vaughn  
Jean Garland

**FROM:** Jim Lidderdale  
Chairman

**DATE:** February 26, 2020

**SUBJECT: The request of John Stafford to rezone from General Commercial (C-2) to Medium Density Single Family Residential (R-3) a tract of land totaling .23 acres located at 445 N. Hamilton Street, Dalton, Georgia. Parcel (12-200-15-030) (City)**

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on February 24, 2020 at 6:00 p.m. at the Wells Fargo fifth floor, Commissioner's Chambers, 201 S. Hamilton St. A portion of the agenda included a public hearing concerning the above matter. A quorum of six members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by John and Lisa Stafford at the previous January 27, 2020 Planning Commission public hearing.

**Public Hearing Summary:**

Public hearing held on January 27, 2020.

Mr. Calhoun oriented the audience to the subject property and summarized the staff analysis which was in favor of the requested R-3 rezoning. Mr. Calhoun then drew attention to the issue of the subject property's inability to meet the minimum square footage for the City of Dalton's dwelling unit requirements. Chairman Lidderdale noted that the structure is also undersized for the minimum unit size in the R-3 zone district as well. There were no further questions for Mr. Calhoun

John and Lisa Stafford began by stating their desire to lease the small dwelling as a source of income as they had done in the past. Ms. Stafford continued by noting their history renting the subject property's dwelling to various tenants since the previous structure was destroyed in a fire as well as a more-recent situation where the current dwelling had been severely damaged by a disgruntled tenant. She went on to state that both she and her husband were unaware of the change to the zoning ordinance that prohibited them from renting the subject property as a dwelling. Chairman Lidderdale confirmed with Mr. and Ms. Stafford that, even if the property is rezoned R-3, they would still be required to increase the size of the dwelling in order to meet current zoning and building codes. Some discussion occurred regarding whether or not the petitioners could lease the building for commercial use or residential use that resulted in the petitioners requesting to table the rezoning for one month until they are able to decide which zone district would be a better fit for their needs.

With no other comments heard for or against this hearing closed at 7:24

**Recommendation:**

This rezoning recommendation had been tabled for one month during the previous January 27, 2020 Planning Commission meeting.

Chairman Lidderdale sought a motion on the requested R-3 rezoning. Chairman Lidderdale asked Mr. Calhoun if the Planning Commission could table the recommendation for another month awaiting further information from the petitioner, and Calhoun stated that tabling the rezoning for another month would result in an automatic favorable recommendation the R-3 rezoning per the Unified Zoning Ordinance's Procedures and Standards ordinance Section 1-10.2. **Mr. DeLay then made a motion to table the rezoning recommendation having not heard back from the petitioners. Mr. Thomas seconded the motion and a unanimous recommendation to table the requested R-3 rezoning followed, 5-0.**

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

**ZONING CASE:** John Stafford is seeking to rezone from General Commercial (C-2) to Medium Density Single Family Residential (R-3) a tract of land (parcel 12-200-15-030) containing a total of 0.23 acres located at 445 N. Hamilton St. The tract is currently developed with a small 480 sq.ft. single-family dwelling. The rezoning request to R-3 is sought to serve the purpose of allowing the petitioner to utilize the property as a single-family detached dwelling since the property lapsed its non-conforming status:

The surrounding uses and zoning are as follows: 1) to the north, is a narrow lot containing a small single-family detached dwelling zoned C-2; 2) to the east, across N. Hamilton St., is a large tract containing a manufacturing-style building zoned Heavy Manufacturing M-2; 3) to the south, is a tract similar to the subject property containing a small single-family detached dwelling zoned C-2; 4) To the west, are two very small lots that each contain small single-family detached dwellings zoned R-3. A review of the zoning map and land use indicates that this area is a convergence urban residential and commercial land use.

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

<u>Administrative Matters</u>	<u>Yes</u>	<u>No</u>	<u>N/A</u>
A. Is an administrative procedure, like a variance, available and preferable to a rezoning?	—	<u>X</u>	—
B. Have all procedural requirements been met?	<u>X</u>	—	—
1. Legal ad                      January 10, 2019 (16 days notice)			
2. Property posted            January 10, 2019 (Yes -- one sign on the lot frontage; 16 days notice.)			
C. Has a plat been submitted showing a subdivision of land?	—	<u>X</u>	—
D. The following special requirements have an impact on this request:			
<b>100-year flood plain</b> (land is filled to the 100-year flood level)	—	<u>X</u>	—
<b>Site Plan</b> (none required)	—	<u>X</u>	—
<b>Buffer Zones</b> (none required)	—	<u>X</u>	—
<b>Soil Erosion/Sedimentation Plan</b>	—	<u>X</u>	—
<b>Storm Water Requirements</b>	—	<u>X</u>	—

## **CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS**

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

In this area of the City of Dalton there is a notable convergence of commercial and residential. The subject property lies at the point of convergence between the commercial and residential zone districts. Residential zoning seems to consistently front N. Selvidge St. and, commercial zoning appears to primarily front N. Hamilton St. in this vicinity. The two adjacent tracts adjoining the subject property to the north and south along N. Hamilton St. are, however, developed with single-family detached dwellings much like the subject property. Due to the limiting factors of the subject property's size, it is unlikely a typical C-2 use could comfortably occur on this site and meet setbacks, buffer requirements, and off-street parking requirements. The subject property's shape and size make it a better candidate for R-3 than C-2.

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

Based on the previously mentioned factors such as lot sizes and existing surrounding development, this rezoning would not introduce a land use unlike what already exists in this area. This rezoning, if approved, would impose buffer requirements on the adjacent C-2 zoned tracts adjacent to the subject property but, these tracts are developed for single-family detached residential use rather than commercial.

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

The subject property has been developed as a residential property for some time now. At a point in time before the adoption of the UZO in 2015, having a residential dwelling on a commercially zoned property was permitted. Since the adoption of the UZO, however, the former pyramid-style zoning does not apply and therefore a residential dwelling is no longer a permitted use on a C-2 tract. The subject property is more in line with a typical R-3 tract in size, shape and character than a typical C-2 tract. The structure on the subject property has been utilized as a single-family dwelling since its construction several decades ago based on the Whitfield County Tax Assessor's data. With all these factors in mind, it is worth stating that the subject property's existing dwelling is almost half the square footage as the City's minimum standard for a residential unit. Since the subject property was vacant longer than twelve months it lost the non-conforming status that had allowed it to be grandfathered in after 2015. When observing the adjacent single-family detached dwellings, one will note that the dwelling on the subject property is significantly smaller than the other adjacent single-family dwellings.

**(D) Whether there is relative gain to the health, safety, morals, or general welfare of the public as compared to any hardship imposed upon the individual owner under the existing zoning.**

NA

**(E) Whether the proposed (R-3) amendment, if adopted or approved, would result in a use which would or could cause an excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other utilities, as contrasted with the impact under the existing zoning.**

The subject property has been developed and utilized as a single-family detached dwelling, which typically have a far lesser impact on utilities and public infrastructure than a typical C-2 commercial use. It is fair to say, however, that the limited size of the subject property does not create an opportunity for intensive development in any zone district. There is significant space for off-street parking on the subject property as well as good visibility at the point of street access from both directions.

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

The Comprehensive Plan's Future Development Map indicates that the subject property is within the Town Neighborhood Revitalization character area. This character area's intent is to encourage re-investment into aging residential areas. Maintaining the existing housing stock and encouraging newer infill housing that is similar to the character of existing housing stock are recommended for this character area. Commercial uses in this character area are only recommended to be light commercial uses that serve the adjacent or surrounding neighborhoods. The C-2 zone district is far more intense than recommended for the Town Neighborhood Revitalization character area.

**(G) Whether there are any other conditions or transitional patterns affecting the use and development of the property to be rezoned or annexed, which give grounds for approval or disapproval of the proposed zoning proposal. Whether the proposed zoning change constitutes an "entering wedge" and is a deterrent to the use, improvement, or development of adjacent property within the surrounding zone districts or would create an isolated, unrelated district (spot zone) as interpreted by current Georgia law.**

None identified. This rezoning would simply reduce the C-2 zone district and enlarge the R-3 zone district. Since both of the C-2 tracts that are adjacent to the subject property are developed and utilized for single-family detached dwellings, there is no concern that this rezoning would create a burden for the adjacent or nearby commercially zoned properties.

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

N/A

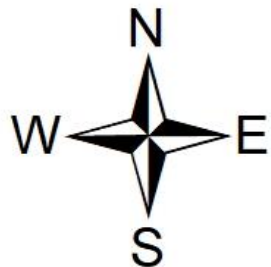
**CONCLUSION:**

The staff can provide a recommendation to approve the requested R-3 rezoning of the subject property based on the following factors:

1. The requested use of the subject property reflects the uses of four adjacent tracts nearly surrounding the entire subject property.
2. No adverse impact to the values of adjacent or nearby properties are expected based on the historical use of the property.
3. This rezoning would implement the intent of the Town Neighborhood Revitalization Area in the comprehensive plan



# Stafford Rezoning Request C-2, General Commercial to R-3, Medium Density Residential City of Dalton Jurisdiction



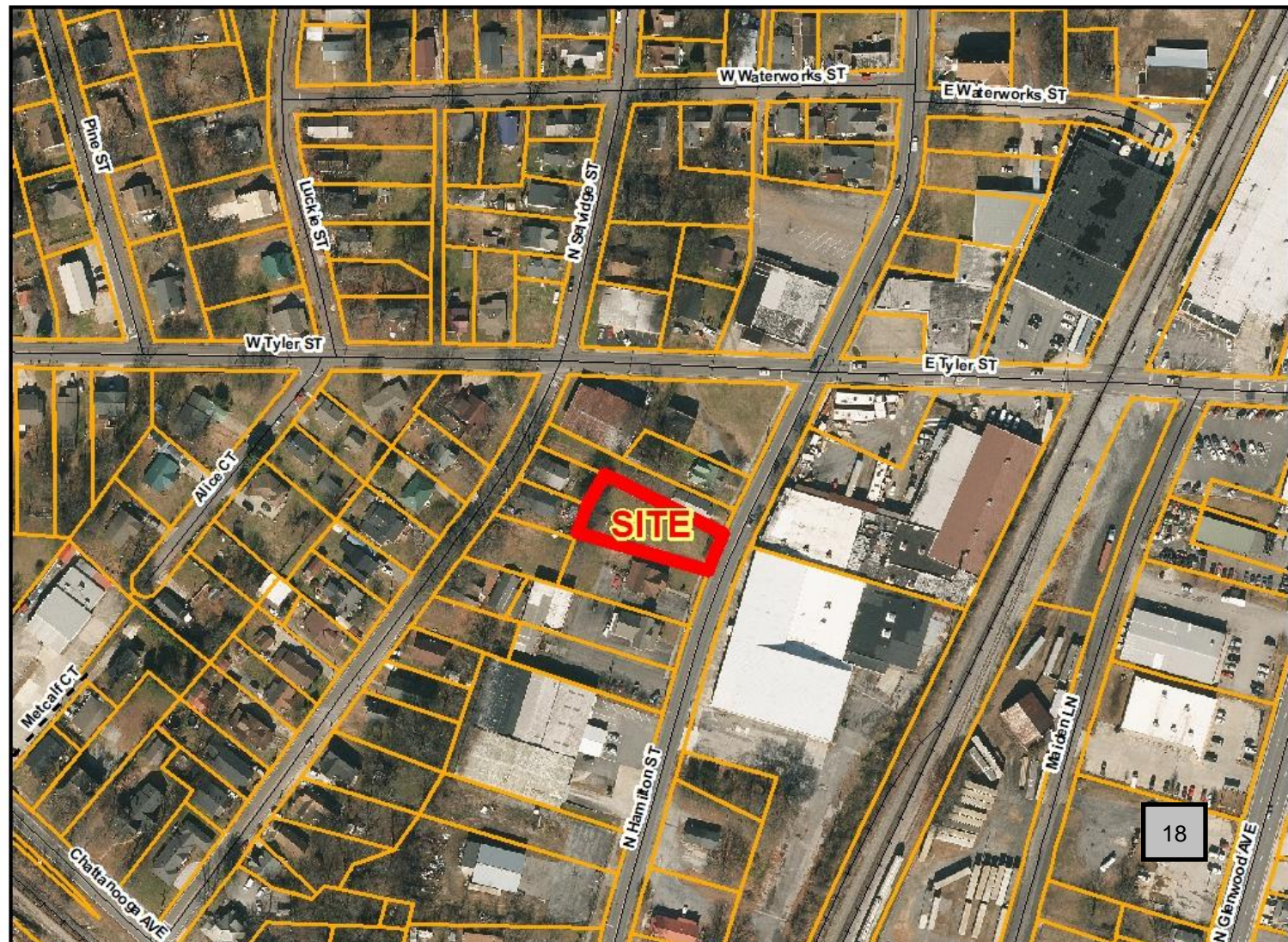
**ZONING**

- Low Density Single Family Residential (R-2)
- Medium Density Single Family Residential (R-3)
- Transitional Residential (R-6)
- General Commercial (C-2)
- Transitional Commercial (C-4)
- Light Manufacturing (M-1)
- Heavy Manufacturing (M-2)


Feet  
150



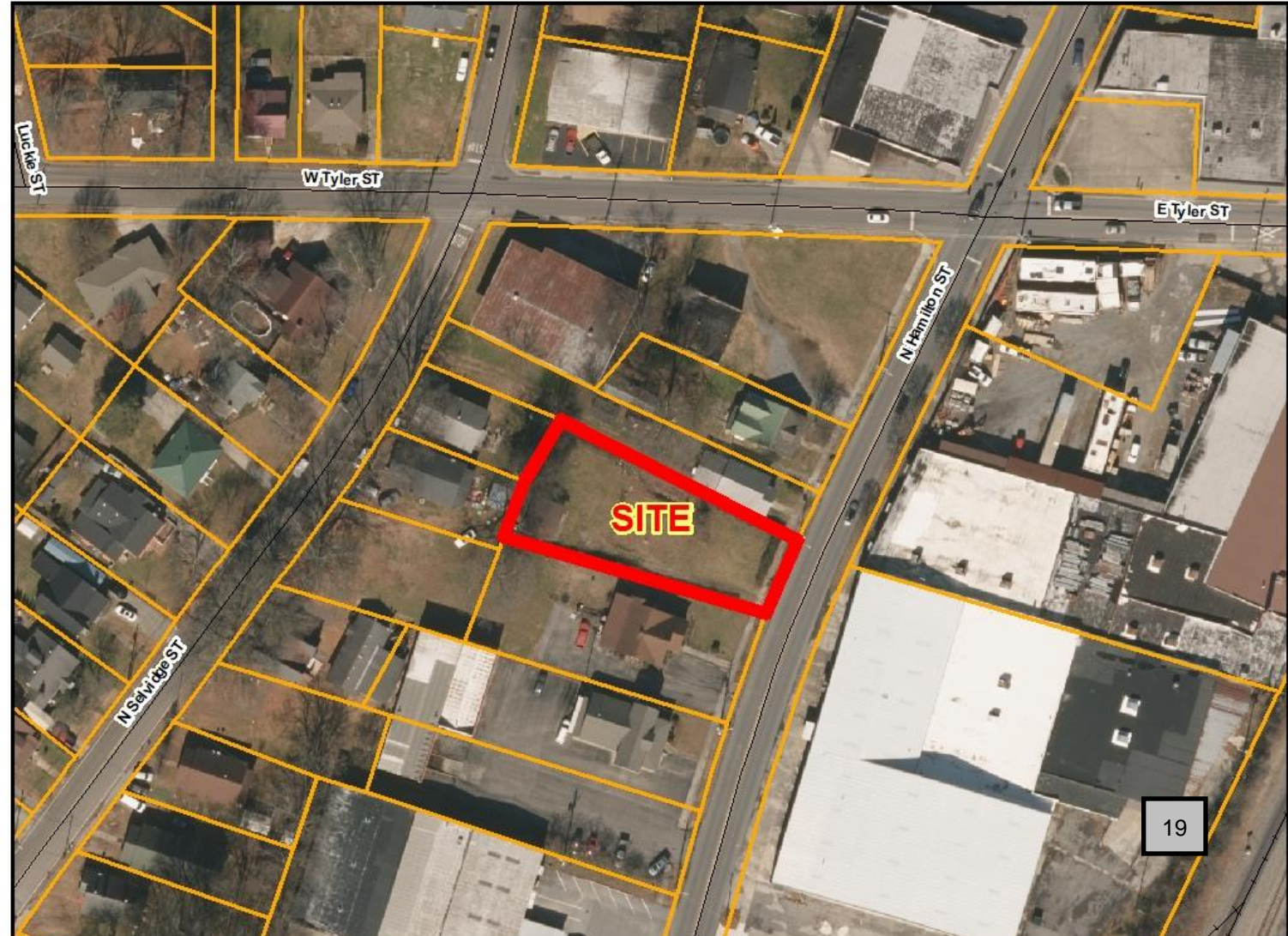
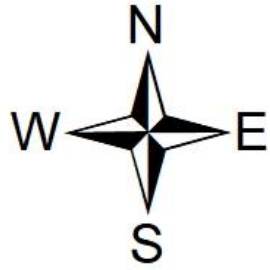
# Stafford Rezoning Request C-2, General Commercial to R-3, Medium Density Residential City of Dalton Jurisdiction



Feet  
150



**Stafford Rezoning Request  
C-2, General Commercial  
to  
R-3, Medium Density Residential  
City of Dalton Jurisdiction**



**Feet  
100**



# Stafford Rezoning Request C-2, General Commercial to R-3, Medium Density Residential City of Dalton Jurisdiction



**FUTURE DEVELOPMENT MAP**

-  Commercial Corridor
-  Town Neighborhood Revitalization

Feet  
150





## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 3/16/20

**Agenda Item:** Budget Amendment

**Department:** Finance

**Requested By:** Cindy Jackson

**Reviewed/Approved  
by City Attorney?** No

**Cost:** NA

**Funding Source if Not  
in Budget** NA

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

2019 Final Budget Amendment #7

**GENERAL FUND  
BUDGET AMENDMENTS  
12/31/2019**

	<b>Budget Amendment 7</b>
<b>EXPENDITURES - DEPARTMENTS</b>	
Elections	(8,950.00)
Legislative	-
Administrative	85,665.00
City Clerk	-
Finance	(47,895.00)
Human Resources	(34,460.00)
Information Technology	(114,380.00)
Building & Grounds Gen Govt	(23,080.00)
Judicial - Municipal Court	(44,680.00)
Fire	(247,605.00)
Police	(655,440.00)
Public Works	(700,470.00)
Infrastructure	(100,820.00)
Recreation	(62,585.00)
Payments to Other Agencies	1,560.00
Contingency	-
<b>Total Expenditures</b>	<b>(1,953,140)</b>
<b>OTHER FINANCING USES</b>	
Capital Acquisition Fund	2,874,350.00
Airport Grant Fund	(63,525.00)
CHIP Grant Fund	-
Tax Allocation District Fund	-
Debt Service Fund	-
Senior Center Fund	-
<b>Total Other Financing Uses</b>	<b>2,810,825</b>
<b>Total Expenditures &amp; Other Financing Uses</b>	<b>\$ 857,685</b>
	<b>✓</b>
<b>REVENUES</b>	
Title Tax Fee	\$ 139,000
Sales Tax	540,000
Insurance Premium Tax	146,000
Court Fines	57,000
Interest Income	63,000
Penalties & Interest - PT	58,000
Reimbursement - Insurance	23,000
Miscellaneous	68,000
Hotel Motel Tax Transfer	77,500
TAD Transfer	3,400
	<b>\$ 1,174,900</b>
	<b>✓</b>
Change fund balance	<b>\$ 317,215</b>

**OTHER FUNDS  
BUDGET AMENDMENTS  
12/31/2019**

	<b>Budget Amendment 7</b>
<b>CAPITAL PROJECTS - TSPLOST</b>	
<b>Revenue</b>	
Intergovernmental revenue	\$ (304,425)
<b>Expenditure</b>	
Capital projects	(304,425)
<b>Net Change Fund Balance</b>	<u>\$ -</u>
<b>CONFISCATED ASSET FUND</b>	
<b>Revenue</b>	
Intergovernmental revenue	\$ -
<b>Expenditure</b>	
Capital < \$5k	-
<b>Net Change Fund Balance</b>	<u>\$ -</u>
<b>CAPITAL ACQUISITION FUND</b>	
<b>Revenue</b>	
Transfer in - general fund	\$ 201,180
<b>Expenditure</b>	
Capital projects	201,180
<b>Net Change Fund Balance</b>	<u>\$ -</u>
<b>SPLOST PAY-GO MULTI YEAR</b>	
<b>Revenue</b>	
LMIG	\$ -
Interest	-
<b>Expenditure</b>	
2019 Paving	-
Interest	-
	<u>\$ -</u>
<b>CHIP GRANT FUND</b>	
<b>Revenue</b>	
Intergovernmental revenue	\$ 63,350
<b>Expenditure</b>	
Housing Rehab	63,350
<b>Net Change Fund Balance</b>	<u>\$ -</u>
<b>ECONOMIC DEVELOPMENT FUND</b>	
<b>Revenue</b>	
Intergovernmental revenue	\$ 25,000
Interest	1,100
<b>Net Change Fund Balance</b>	<u>\$ 26,100</u>
<b>AIRPORT IMPROVEMENT GRANT</b>	
<b>Revenue</b>	
Intergovernmental revenue	\$ (1,206,990)
Transfer from general fund	(63,525)
<b>Expenditure</b>	
Capital projects	(1,270,515)
<b>Net Change Fund Balance</b>	<u>\$ -</u>
<b>HOTEL-MOTEL TAX FUND</b>	
<b>Revenue</b>	
Tax revenue	\$ 92,500
<b>Expenditure</b>	
Transfer to general fund	77,500
CVB - 1% DMO	15,000
<b>Net Change Fund Balance</b>	<u>\$ -</u>



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 3/16/20

**Agenda Item:** Budget Amendment

**Department:** Finance

**Requested By:** Cindy Jackson

**Reviewed/Approved  
by City Attorney?** No

**Cost:** NA

**Funding Source if Not  
in Budget** NA

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

2020 Budget Amendment #1



**2020 Budget Amendment**

**Budget Amendment #1**

**General Fund**

	<b>Increase (Decrease)</b>	
<b>Revenues &amp; Transfers-In</b>		
Miscellaneous	\$ 1,800	(1)
	<u>\$ 1,800</u>	
<b>Expenditures &amp; Transfers-out</b>		
City Clerk - recording fee	\$ 1,800	(1)
City Clerk - pension expense	18,345	(2)
Contingency	(18,345)	
	<u>\$ 1,800</u>	
<b>Net Increase (Decrease) Budgeted Fund Balance</b>	<u>\$ -</u>	

- (1) To cover increased cost from Whitfield County (increase \$15 to fee of \$25) for recording cemetery deeds.
- (2) Budget error in defined benefit pension cost (department used prior year percentage).

**2015 SPLOST PAY-GO FUND**

	<b>Increase (Decrease)</b>	
<b>Revenues &amp; Transfers-In</b>		
2020 LMIG	\$ 421,257	(1)
	<u>\$ 421,257</u>	
<b>Expenditures &amp; Transfers-out</b>		
Paving	\$ 421,257	(1)
	<u>\$ 421,257</u>	
<b>Net Increase (Decrease) Budgeted Fund Balance</b>	<u>\$ -</u>	

- (1) 2020 LMIG allocation from GDOT.



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 3/16/2020

**Agenda Item:** GDOT contract for LIDAR OBSTRUCTION SURVEY, AIRSPACE ANALYSIS, AND LAND ACQUISITION PLAN at AIRPORT

**Department:** Airport

**Requested By:** Andrew Wiersma

**Reviewed/Approved by City Attorney?** Yes

**Cost:** 5128.65

**Funding Source if Not in Budget** General Fund

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

Contract with GDOT for FY2020 CIP project. This project is 90% Federal funding, 5% State and 5% local. This project is for a laser survey of runway obstructions which will be the basis of property acquisition and tree removal projects needed to maintain our approaches. The contract with GDOT contains obligations which the City must keep in order to receive federal and state funding on this project. Contract is GDOT standard as the City has entered into before on previous projects.

**AGREEMENT**  
**FOR**  
**AIRPORT ENGINEERING DESIGN and/or PLANNING ASSISTANCE**  
**BETWEEN**  
**GEORGIA DEPARTMENT OF TRANSPORTATION**

**One Georgia Center  
600 W. Peachtree St., NW  
Atlanta, Georgia**

**And**

**City of Dalton**

**Project Number: AP020-9041-39(313) Whitfield County  
PID – T006963**

This Agreement, entered into \_\_\_\_\_, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the “DEPARTMENT” and the City of Dalton, a Georgia municipal corporation, hereinafter called the “SPONSOR”.

WHEREAS, the SPONSOR desires to accomplish the required engineering design and/or planning to meet the anticipated demand for aviation services for the City of Dalton; and

WHEREAS, this type of engineering design and/or planning has a profound impact upon the organized system of airports in the State of Georgia; and

WHEREAS, the Federal Aviation Administration (FAA) may desire to participate in such engineering design and/or planning through the DEPARTMENT; and

WHEREAS, the DEPARTMENT desires to assist airports within the State through its participation in such engineering design and/or planning; and

WHEREAS, under Section 32-2-3 of the Official Code of Georgia Annotated, it is the duty of the DEPARTMENT to develop long range transportation plans; and

WHEREAS, under Section 32-9-7 of the Official Code of Georgia Annotated, the DEPARTMENT is authorized to participate in such an undertaking; and

WHEREAS, the SPONSOR has applied to the DEPARTMENT for financial assistance to accomplish the required engineering design and/or planning to meet the anticipated demand for aviation services for the City of Dalton.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained and other good and valuable consideration as set out hereinafter, it is agreed by and between the DEPARTMENT and the SPONSOR that:

**ARTICLE I**  
**SCOPE AND PROCEDURE**

The SPONSOR shall perform or cause to be performed the scope of work as shown in Exhibit A, hereinafter referred to as the “PROJECT”, which is attached hereto and made a part hereof the same as if fully set out herein, and for such work the DEPARTMENT shall compensate the SPONSOR in the amount and fashion as required by the pertinent provisions set out below.

**ARTICLE II**  
**AUTHORIZATION AND APPROVAL**

The SPONSOR shall perform the work as described in Article I Scope and Procedure, commencing upon SPONSOR receipt of notice to proceed from the DEPARTMENT. Therefore, the SPONSOR shall perform its responsibilities for the project until the maximum allowable cost to the DEPARTMENT is reached or until April 30, 2022, whichever comes first.

**ARTICLE III**  
**COVENANT AGAINST CONTINGENT FEES**

The SPONSOR shall comply with all relevant federal, state, and local laws, as well as those regulations and requirements included in the Federal Office of Management and Budget Uniform Grant Guidance, 2 CFR Part 200. The SPONSOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SPONSOR, to solicit or secure that contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the SPONSOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the DEPARTMENT shall have the right to rescind this contract without liability, or, in its discretion to deduct from the

contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

#### **ARTICLE IV**

##### **SUBCONTRACT AND EMPLOYMENT RESTRICTIONS**

Before subcontracting for any of the work required to be performed by the SPONSOR under this Agreement, the SPONSOR shall obtain the DEPARTMENT's written approval of the proposed subcontract. The SPONSOR shall not employ any person or persons in the employ of the DEPARTMENT for any work required to be performed by the SPONSOR under this Agreement, without the written permission of the DEPARTMENT except as may otherwise be provided for herein.

#### **ARTICLE V**

##### **REVIEW OF WORK**

The SPONSOR shall submit to the DEPARTMENT written monthly status reports which detail the work elements of the PROJECT, as set out in Exhibit A, performed during the reporting period. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for the SPONSOR shall be made available to representatives of the DEPARTMENT for inspection and review at all reasonable times in the office of the SPONSOR. The SPONSOR shall furnish to the DEPARTMENT copies of all correspondence, publications, and reports relating to the PROJECT as they are produced during the course of the PROJECT. The SPONSOR shall notify the DEPARTMENT of all meetings and hearings involving the PROJECT and this notification shall be sufficiently in advance of said meetings and hearings that representatives of the DEPARTMENT may attend. The DEPARTMENT has the right to participate in all such meetings and hearings.

#### **ARTICLE VI**

##### **RESPONSIBILITY FOR CLAIMS AND LIABILITY**

To the extent allowed by law, the SPONSOR shall be responsible for any and all damages to property or persons and shall save harmless the DEPARTMENT, its officers, agents, and employees from all suits, claims, actions, or damages of any nature whatsoever resulting from the negligence of the SPONSOR in the performance of the work under this Agreement.

These indemnities shall not be limited by reason of any insurance coverage held by the SPONSOR.

To the extent allowed by law, the SPONSOR hereby indemnifies and hold harmless the DEPARTMENT, its officers, agents, and employees from and against any and all claims, damages, losses and expenses arising out of the SPONSOR's negligent acts, errors or omissions in the performance of its professional services under this Agreement and agrees any contract with subcontractor or consultant will include such indemnification language.

## **ARTICLE VII INSURANCE**

Prior to beginning the work, the SPONSOR and any subcontractor or consultant shall obtain and furnish certificates to the DEPARTMENT for the following minimum amounts of insurance or proof of acceptable self-insurance.

- 1) Worker's Compensation Insurance in accordance with the laws of the State of Georgia.
- 2) Public Liability Insurance in an amount no less than one hundred thousand dollars (\$100,000) for injuries, including those resulting in death to any one person, and in an amount not less than three hundred thousand dollars (\$300,000) on an account of any one occurrence.
- 3) Property Damage Insurance in an amount not less than fifty thousand dollars (\$50,000) on an account of any one occurrence, with an aggregate limit of one hundred thousand dollars (\$100,000).
- 4) Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the PROJECT.

Insurance shall be maintained in full force and effect during the life of this Agreement.

## **ARTICLE VIII COMPENSATION**

The DEPARTMENT and the SPONSOR agree that the total allowable cost of the PROJECT, as defined in Exhibit B, shall not exceed THIRTY-FOUR THOUSAND ONE HUNDRED NINETY-ONE and 00/100 dollars (\$34,191.00).

The DEPARTMENT'S participation in the PROJECT shall be limited to THIRTY-TWO THOUSAND FOUR HUNDRED EIGHTY-ONE and 45/100 dollars (\$32,481.45) which includes state funds in the amount of ONE THOUSAND SEVEN HUNDRED NINE and 55/100 dollars

(\$1,709.55) and federal funds in the amount of THIRTY THOUSAND SEVEN HUNDRED SEVENTY-ONE and 90/100 dollars (\$30,771.90) for the PROJECT as summarized in Exhibit B. However, if the sum total of the actual cost of the PROJECT is less than the amounts indicated in Exhibit B, the DEPARTMENT shall be obligated to pay its 95% of the actual Project cost as verified from the records of the SPONSOR. It is further understood the sponsor's local share of the project is in the amount of ONE THOUSAND SEVEN HUNDRED NINE and 55/100 Dollars (\$1,709.55).

**ARTICLE IX**  
**MONTHLY PAYMENT**

Payments by the DEPARTMENT shall be made upon the submission of monthly itemized voucher showing to the satisfaction of the DEPARTMENT the PROJECT cost incurred for the work elements performed during the period covered by the accepted PROJECT. The payments by the DEPARTMENT for the work completed, as evidenced by the itemized voucher, shall be on a prorated basis. These monthly payments will be made in the amount of sums earned less all previous partial payments. Any amounts held by the SPONSOR as retainage will not be paid by the DEPARTMENT until such retainage is paid by the SPONSOR.

**ARTICLE X**  
**FINAL PAYMENT**

It is further agreed that after completion of the work, the SPONSOR shall submit to the DEPARTMENT a final invoice and a letter of acceptance by the SPONSOR specifying the PROJECT has been completed satisfactorily and in accordance with the work defined in Exhibit A. The DEPARTMENT, at its discretion, may conduct an audit of the PROJECT cost. Upon approval of the invoice, the DEPARTMENT will pay to the SPONSOR a sum equal to the amount of compensation as determined under Article VIII. Should the PROJECT be disapproved by the DEPARTMENT, the DEPARTMENT will not be obligated to make final payment to the SPONSOR. The DEPARTMENT's approval will be withheld only upon good and valid cause being shown.

The SPONSOR agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT for work done, materials furnished, cost incurred, or otherwise arising out of this Agreement, and shall release the DEPARTMENT from any and all claims of whatever nature, whether known or unknown, for and on account of

said Agreement, and for any and all work done, and labor and materials furnished in connection with same.

## **ARTICLE XI**

### **MAINTENANCE OF CONTRACT COST RECORDS**

The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the project and shall make such material available at all reasonable times during this period of the contract, and for three years from the date of final payment under the contract, for inspection by the DEPARTMENT, and any reviewing agencies, and copies thereof shall be furnished upon request.

The SPONSOR agrees that the provisions of the Article shall be included in any contracts it may make with any subcontractor, assignee, or transferee.

## **ARTICLE XII**

### **TERMINATION**

The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause or for any cause upon 30 days written notice to the SPONSOR, notwithstanding any just claims by the SPONSOR, for payment of services rendered prior to the date of termination.

It is understood by the parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of an element of work the SPONSOR shall be reimbursed for such work element based upon the percentage work completed for said work element.

## **ARTICLE XIII**

### **PUBLICATION AND PUBLICITY**

Articles, papers, bulletins, data, studies, statistics, interim or final reports, oral transmittals or any other materials reporting the plans, progress, analyses, results, or findings of work conducted under this Agreement shall not be presented publicly or published without prior written approval by the DEPARTMENT.

IT IS FURTHER AGREED that all releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

"The contents of this publication reflect the views of the author(s), who is (are) responsible for the facts and accuracy of the data presented herein. The opinions, findings, and conclusions in this publication are those of the author(s) and do not



necessarily reflect the official views or policies of those of the Department of Transportation, State of Georgia or the Federal Aviation Administration. This publication does not constitute a standard, specification or regulation."

IT IS FURTHER AGREED that any information concerning the PROJECT, its conduct, results or data gathered or processed shall not be released other than as required under the Georgia Open Records Act, Section 50-18-70, et seq., O.C.G.A. Any request for information directed to the SPONSOR, pursuant to the Georgia Open Records Act, for documents that are either received or maintained by the SPONSOR in the performance of a service or function for or on behalf of the DEPARTMENT shall be released pursuant to provisions of the Act. Further, the SPONSOR agrees to consult with the DEPARTMENT prior to releasing the requested documents. Should any such information be released by the SPONSOR other than as set out above and without prior approval from the DEPARTMENT, the release of the same shall constitute grounds for termination of the Agreement without indemnity to the SPONSOR.

**ARTICLE XIV**  
**SUBSTANTIAL CHANGES**

If, prior to the satisfactory completion of the service under this contract, the DEPARTMENT materially changes the scope, character, complexity or duration of the services from those required under the basic contract, a supplemental agreement may be executed between the parties. Minor changes in the proposal which do not involve increased compensation, extension of time or changes in the goals and objectives of the parties may be made by written notification of such change by either party with written approval by the other party.

**ARTICLE XV**  
**CONTRACT DISPUTES**

This Agreement shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the Laws of the State of Georgia.

**ARTICLE XVI**  
**COMPLIANCE WITH APPLICABLE LAW**

A. The undersigned certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 through 45-10-28 relating to Conflict of Interest and State Employees and Official Trading with the State have been complied with in full.

- B. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with the regulations for compliance with TITLE VI of the CIVIL RIGHTS ACT OF 1964, as amended, and 23 C.F.R. 200 as stated in Exhibit C of this Agreement.
- C. IT IS FURTHER CERTIFIED that the provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full, as stated in Exhibit D of this Agreement.
- D. Pursuant to O.C.G.A. Sec. 50-5-85, SPONSOR hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.
- E. IT IS FURTHER CERTIFIED that the provisions of Section 13-10-91 of the Official Code of Georgia Annotated, related to the “Georgia Security and Immigration Compliance Act” have been complied with in full, as stated in Exhibit I of this Agreement.
- F. IT IS FURTHER AGREED that SPONSOR shall comply with the “Certification of Compliance with the State of Georgia’s Sexual Harassment Prevention Policy,” as stated in Exhibit J of this Agreement.
- G. Exhibits A through J are attached hereto and incorporated herein by reference.
- H. IT IS FURTHER AGREED that if federal funds are included in the PROJECT, the SPONSOR shall comply and shall require its subcontractors to comply with the “**TERMS AND CONDITIONS OF ACCEPTING AIRPORT IMPROVEMENT PROGRAM GRANTS**”, dated April 3, 2014. A copy of the compliance document is available from the DEPARTMENT’S Aviation Programs office or the Atlanta Airports District Office of the Federal Aviation Administration.
- J. It is FURTHER AGREED that the SPONSOR shall comply and require its contractors, subcontractors and consultants to comply with the requirements of Executive Order No. 13513, Federal Leadership on Reducing Text Messaging while driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

**IN WITNESS THEREOF** said parties have hereunto set their hands and affixed their seals the day and year above first written.

GEORGIA DEPARTMENT OF  
TRANSPORTATION BY:

CITY OF DALTON:

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
COMMISSIONER

\_\_\_\_\_  
MAYOR

ATTEST: \_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
PRINTED NAME

THIS CONTRACT APPROVED BY:

CITY OF DALTON

AT A MEETING HELD AT:

\_\_\_\_\_  
DATE: \_\_\_\_\_

\_\_\_\_\_  
CLERK (SEAL)

\_\_\_\_\_  
FEDERAL ID/IRS#

STATE OF GEORGIA

\_\_\_\_\_  
(Political Subdivision)

BE IT RESOLVED by \_\_\_\_\_ and it is hereby resolved, that an agreement, relative to airport engineering for \_\_\_\_\_ with the Department of Transportation, State of Georgia and that the Honorable \_\_\_\_\_, as \_\_\_\_\_ is hereby authorized and directed to execute the same for and on behalf of the \_\_\_\_\_

\_\_\_\_\_  
(Political Subdivision)

Passed and adopted, this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

ATTEST

\_\_\_\_\_  
Clerk of (Political Subdivision)

\_\_\_\_\_  
Contracting Official & Title

STATE OF GEORGIA

\_\_\_\_\_  
(Political Subdivision)

do hereby certify that I am custodian of the books and records of \_\_\_\_\_, and that the above and foregoing is a true and correct copy of the original resolution now on file in my office and same was passed and adopted by the \_\_\_\_\_ on the date indicated above.

Witness by hand and official signature this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Clerk of (Political Subdivision)

**DALTON MUNICIPAL AIRPORT (DNN)  
DALTON, GEORGIA**

**EXHIBIT A  
SCOPE OF WORK**

**LIDAR OBSTRUCTION SURVEY, AIRSPACE ANALYSIS, AND  
LAND ACQUISITION PLAN**

**GDOT PROJECT NUMBER AP020-9041-39(313) WHITFIELD COUNTY  
PID - T006963**

**Introduction** – This scope of services identifies requisite elements necessary to conduct a LiDAR obstruction survey, a limited airspace analysis study, and land acquisition plan for the Dalton Municipal Airport.

**Element 1 – Project Formulation and Coordination** shall include the preparation of work scope and coordination with regulatory agencies.

**Element 2 – LiDAR Obstruction Survey, Limited Airspace Obstruction Analysis, and Land Acquisition Plan**

LiDAR Obstruction Survey

High resolution (10 ppsm or greater) Lidar data will be acquired for this project. The aerial survey and vegetation analysis will cover the Dalton Municipal Airport (DNN). Specifically, the area to be covered is 10,000 ft in length and 3,400 ft wide beginning 500 prior to the runway end. Reports will be generated for Part 77, Departure, TERPS, GQS, and State Approach surfaces on each runway end. From the 10 pulse per square meter (ppsm) lidar data, the following will be produced:

- Custom Vegetation Obstruction Data Reports including location, height, distance above each obstructed surface, and land parcel data.
- Google Earth .KML file with attributed obstruction data for easy access and navigation Introduction.

All LiDAR derived classified point clouds meet or exceed Lidar Base Specifications Version 1.0 (USGS, 2012), Guidelines for Digital Elevation Data (NDEP, 2004), and LAS Specification v1.2 (ASPRS, 2009).

The following deliverables shall be produced:

- Summary Table of Contents: An excel table including airport and runway details names, .jpg of airport extent, parcels and obstruction page number location
- Summary Table including: An excel table of all obstructions points, airport name & location, runway names and details.
- Parcel Report Booklet: 1 PDF format 11x17 per parcel including, airport name/location, obstructions found, individual parcel data, obstruction surface polygons, imagery of obstruction surfaces extent, plan imagery, above surface obstructions, near surface obstructions
- Google Earth .KML including attributed obstructions and parcels with links to parcel reports

All digital files will be delivered via FTP or external hard drive.

Time spent coordinating with the LiDAR obstruction survey is included in this element. Ground survey support is included in the following tasks:

- NGS monument(s) will be survey controlled - if present at airport. (field)
- Ground control points (12-14 points) provided by sub consultant will be survey controlled. (field)
- Both end of runways/thresholds will be survey controlled. (field)
- Survey data will be processed and passed on to sub consultant (office)

#### Limited Airspace Analysis and Land Acquisition Plan

The airspace obstruction analysis includes the time spent coordinating and determining the obstructions to be removed and the parcels to be acquired (easement versus fee) if any. This element also includes the development of up to two (2) drawings supporting the discussion and coordination. Approach surfaces to be analyzed include FAR PART 77, TERPS for Runways 14 and 32 (including Threshold Siting and Vertical Guidance Surface), and the state approach surface. Data to be analyzed consists of obstruction data provided by the FAA, 2018 aeronautical survey data, and 2020 LiDAR survey data. A land acquisition phasing plan shall be produced that will prioritize land acquisition efforts based on the severity of obstructions on each parcel. The plan shall consider estimated cost and anticipated funding levels to provide a plan and estimated timeline for acquiring and clearing parcels with obstructions. Parcels with obstructions to the threshold siting surface shall be considered the highest priority for acquisition and clearing.

#### **Project Schedule**

<b>Task</b>	<b>Date</b>
LiDAR Aerial Survey	June 2020
LiDAR Deliverables to Consultant	Sep 2020
Draft Obstruction Analysis Exhibit(s)/Acquisition Plan	Oct 2020
Comments from Airport	Oct 2020
Revised Obstruction Analysis Exhibit(s)/Acquisition Plan to GDOT	Nov 2020
Comments from GDOT	Nov 2020
Final Deliverables	Dec 2020

Components and preparation for the drawings shall adhere to FAA Advisory Circular (AC) 150/5300-13A (latest change), *Airport Design*, and other applicable FAA Orders, Federal Aviation Regulations (FAR) and ACs.

**DALTON MUNICIPAL AIRPORT  
DALTON, GEORGIA**

**EXHIBIT B**

**SCHEDULE OF PAYMENTS**

**GDOT PROJECT NUMBER: AP020-9041-39(313) Whitfield  
PID-T006963**

**LiDAR Obstruction Survey, Airspace Analysis, and Land Acquisition Plan**

ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	%	FEDERAL FUNDS	%	STATE FUNDS
<b>Part 1 Federal Funds - FY16A - SBGP-018-2016</b>										
1a	FAA-5100-38D	Project Formulation	EA	100.79	\$1.00	\$100.79	90%	\$90.71	5%	\$5.04
<b>Total Part 1 Federal Funds FY16A</b>						<b>\$100.79</b>		<b>\$90.71</b>		<b>\$5.04</b>
<b>Part 2 Federal Funds - FY18A - SBGP-022-2018</b>										
1b	FAA-5100-38D	Project Formulation	EA	3150.21	\$1.00	\$3,150.21	90%	\$2,835.19	5%	\$157.51
2a	FAA	LiDAR Survey, Obstruction Analysis, and Land Acquisition Plan	EA	7,656.46	\$1.00	\$7,656.46	90%	\$6,890.81	5%	\$382.82
<b>Total Part 2 Federal Funds FY18A</b>						<b>\$10,806.67</b>		<b>\$9,726.00</b>		<b>\$540.33</b>
<b>Part 3 Federal Funds - FY19A - SBGP-025-2019</b>										
2b	FAA	LiDAR Survey, Obstruction Analysis, and Land Acquisition Plan	EA	23283.54	\$1.00	\$23,283.54	90%	\$20,955.19	5%	\$1,164.18
<b>Total Part 3 Federal Funds FY19A</b>						<b>\$23,283.54</b>		<b>\$20,955.19</b>		<b>\$1,164.18</b>
<b>Total Project Cost</b>						<b>\$34,191.00</b>		<b>\$30,771.90</b>		<b>\$1,709.55</b>

<u>FAA Federal Grant and FAIN #</u>	<u>Federal Award Date</u>	<u>Amount</u>	<u>Fund Source</u>
3-13-SBGP-018-2016	8/17/2016	\$90.71	22137
3-13-SBGP-022-2018	6/13/2018	\$9,726.00	22142
3-13-SBGP-025-2019	7/22/2019	\$20,955.19	22147
FY20 State	N/A	\$1,709.55	01201
<b>Total Maximum Obligation of State and Federal Funds this Contract:</b>		<b>\$32,481.45</b>	

## EXHIBIT C

### NOTICE TO CONTRACTORS COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

(1) **Compliance with Regulations:** The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations [also 49 CFR Part 27]), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in the discrimination prohibited by 23 CFR 200.

(3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.

(4) **Information and Reports:** The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify in writing to the State Department of Transportation, or the Federal Highway Administration a appropriate, and shall set forth in detail what efforts it has made to obtain this information.

(5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:



- (a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- (b) cancellation, termination or suspension of this contract, in whole or in part.

(6) **Incorporation of Provisions**: The Contractor will include the provisions of paragraphs (1) through (6) in this Exhibit C in every subcontract entered, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**EXHIBIT D**

**CERTIFICATION OF SPONSOR**

**DRUG-FREE WORKPLACE**

I hereby certify that I am the duly authorized representative of \_\_\_\_\_ whose address is \_\_\_\_\_, and it is also certified that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
- (2) A drug-free workplace will be provided for the consultant's employees during the performance of the contract; and
- (3) Each subcontractor hired by the Consultant shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The Consultant shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with the Consultant, certifies to the Consultant that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
- (4) It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

## EXHIBIT E

### CERTIFICATION OF SPONSOR

I hereby certify that I am the \_\_\_\_\_ and duly authorized representative of the firm of \_\_\_\_\_ whose address is \_\_\_\_\_ . I hereby certify to the best of my knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying', in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting its bid the it shall require that the language of this certification will be included in all lower tier subcontracts which exceed \$10,000.00 and that all such sub-recipients shall certify and disclose accordingly.

I also certify that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement.
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or

- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Department of Transportation and the Federal Aviation Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid aviation funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

**EXHIBIT F**

**CERTIFICATION OF DEPARTMENT OF TRANSPORTATION**

**STATE OF GEORGIA**

I hereby certify that I am the Commissioner of the Department of Transportation of the State of Georgia, and that the above airport sponsor, consulting firm, or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Aviation Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner, Georgia Department of Transportation

**EXHIBIT G**

**PRIMARY CONTRACTOR  
CERTIFICATION REGARDING DISBARMENT, SUSPENSION,  
AND  
OTHER RESPONSIBILITY MATTERS**

I hereby certify that I am the \_\_\_\_\_ and duly authorized representative of \_\_\_\_\_, whose address is \_\_\_\_\_, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;
- (b) Have not within a three year period preceding this Agreement been convicted of or had a civil judgement rendered against the firm or its representatives for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction in violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offense enumerated in paragraph (b) of this certification;
- (d) Have not within a three year period preceding this Agreement had one or more public transaction (Federal, State or Local) terminated for cause or default; and
- (e) That the firm will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as attached hereto and without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with this Agreement involving participation of Federal-Aid Aviation Funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Clerk (SEAL)

## Instructions for Appendix G Certification

### Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions (Consultants)

1. By signing and submitting this contract the Consultant is providing the certification set out in Appendix C.
2. The inability of the Consultant to provide the certification required may not necessarily result in denial of participation in this covered transaction. The Consultant shall then submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Consultant to furnish a certification or an explanation shall disqualify such person or firm from participation in this transaction.
3. The certification, Appendix C, is a material representation of fact upon which reliance is placed by the Department before entering into this transaction. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.
4. The Consultant shall provide immediate written notice to the Department if at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
6. The Consultant agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department.
7. The Consultant further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", as provided by the Department without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A Consultant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction; unless it knows that the certification is erroneous. The Consultant may decide the method and frequency by which it determines the eligibility of its principals.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by these instructions. The knowledge and information of the Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if the Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Georgia Department of Transportation may terminate this transaction for cause or default.

**EXHIBIT H**  
**CERTIFICATION OF**  
**COMPLIANCE WITH STATE AUDIT REQUIREMENT**

I hereby certify that I am the duly authorized representative of \_\_\_\_\_ whose address is \_\_\_\_\_, and it is also certified that:

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" have been complied with in full such that:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature





EXHIBIT I

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Table with 2 columns: Contractor's Name, Solicitation/Contract No./ Call No. or Project Description. Row 1: City of Dalton. Row 2: T006963/AP020-9041-39(313) Whitfield LiDAR Obstruction Survey, Airspace Analysis, and Land Acquisition Plan at the Dalton Municipal Airport in Dalton, GA

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

46948
Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)

7/10/2007
Date of Authorization

City of Dalton
Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DATE: \_\_\_\_\_

Notary Public [NOTARY SEAL]

My Commission Expires: \_\_\_\_\_

## EXHIBIT J

### CERTIFICATION OF COMPLIANCE WITH THE STATE OF GEORGIA'S SEXUAL HARASSMENT PREVENTION POLICY

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, SPONSOR, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that SPONSOR, its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), SPONSOR and all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

SPONSOR, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If SPONSOR is an individual who is regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:
  - (a) SPONSOR has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
  - (b) SPONSOR has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
  - (c) Upon request by the State, SPONSOR will provide documentation substantiating the completion of sexual harassment training.
- (ii) If SPONSOR has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:

- (a) SPONSOR will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia’s Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
- (b) SPONSOR has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or SPONSOR will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services’ sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
- (c) Upon request of the State of the Georgia Department of Transportation, SPONSOR will provide documentation substantiating such employees and subcontractors’ acknowledgment of the State of Georgia’s Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Company: City of Dalton \_\_\_\_\_



## CITY COUNCIL AGENDA REQUEST

<b>Meeting Type:</b>	Mayor & Council Meeting
<b>Meeting Date:</b>	3/16/2020
<b>Agenda Item:</b>	Runway Geotech Services Project at Airport
<b>Department:</b>	Airport
<b>Requested By:</b>	Andrew Wiersma
<b>Reviewed/Approved by City Attorney?</b>	No
<b>Cost:</b>	\$4599 initial. \$459.90 after future reimbursement.
<b>Funding Source if Not in Budget</b>	General Fund

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

This request is for approval for funding for Geotech services to be performed at the airport at the recommendation of GDOT. This project is to determine pavement conditions of various surfaces for the purposes future runway, taxiway and ramp rehabilitation projects. The project is a \$4599 local cost with 90% future federal reimbursement when tied to a pavement rehab project in the future. After reimbursement, local cost will be \$459.90. GDOT is recommending these services be completed at all Georgia Airports in order to facilitate better planning for pavement maintenance. This is for initial task order for Croy Engineering.

## AMENDMENT NO. 1

### to Task Order One: Runway 14 and Runway 32 Airspace Analysis

**DATE:** February 21, 2020

**CROY PROJECT #:** 2106.001

#### CHANGES TO TASK ORDER NO. ONE WITH THIS AMENDMENT

##### Scope of Services

The work shall be amended to include the following:

**Introduction** – This scope of services identifies requisite elements necessary to conduct a LiDAR obstruction survey, a limited airspace analysis study, land acquisition plan, and runway geotech for the Dalton Municipal Airport.

**Element 1 – Project Formulation and Coordination** shall include the preparation of work scope, fees, client meeting, and coordination with regulatory agencies.

**Element 2 – LiDAR Obstruction Survey, Limited Airspace Obstruction Analysis, and Land Acquisition Plan**

**Element 3 – Runway Geotechnical Services**

##### LiDAR Obstruction Survey

High resolution (10 ppsm or greater) Lidar data will be acquired for this project. The aerial survey and vegetation analysis will cover the Dalton Municipal Airport (DNN). Specifically the area to be covered is 10,000 ft in length and 3,400 ft wide beginning 500 prior to the runway end. Reports will be generated for Part 77, Departure, TERPS, GQS, and State Approach surfaces on each runway end. From the 10 pulse per square meter (ppsm) lidar data, the following will be produced:

- Custom Vegetation Obstruction Data Reports including location, height, distance above each obstructed surface, and land parcel data.
  - Google Earth .KML file with attributed obstruction data for easy access and navigation
- Introduction.

All LiDAR derived classified point clouds meet or exceed Lidar Base Specifications Version 1.0 (USGS, 2012), Guidelines for Digital Elevation Data (NDEP, 2004), and LAS Specification v1.2 (ASPRS, 2009).

The following deliverables shall be produced:

- Summary Table of Contents: An excel table including airport and runway details names, .jpg of airport extent, parcels and obstruction page number location
- Summary Table including: An excel table of all obstructions points, airport name & location, runway names and details.
- Parcel Report Booklet: 1 PDF format 11x17 per parcel including, airport name/location, obstructions found, individual parcel data, obstruction surface polygons, imagery of obstruction surfaces extent, plan imagery, above surface obstructions, near surface obstructions
- Google Earth .KML including attributed obstructions and parcels with links to parcel reports

## DALTON MUNICIPAL AIRPORT

All digital files will be delivered via FTP or external hard drive.

Time spent coordinating with the LiDAR obstruction survey sub consultant is included in this element. Consultant shall provide ground survey support to the sub consultant including the following tasks:

- NGS monument(s) will be survey controlled - if present at airport. (field)
- Ground control points (12-14 points) provided by sub consultant will be survey controlled. (field)
- Both end of runways/thresholds will be survey controlled. (field)
- Survey data will be processed and passed on to sub consultant (office)

### Limited Airspace Analysis and Land Acquisition Plan

The airspace obstruction analysis includes the time spent coordinating with GDOT and the client in determining the obstructions to be removed and the parcels to be acquired (easement versus fee) if any. This element also includes the development of up to two (2) drawings supporting the discussion and coordination. Approach surfaces to be analyzed include FAR PART 77, TERPS for Runways 14 and 32 (including Threshold Siting and Vertical Guidance Surface), and the state approach surface. Data to be analyzed consists of obstruction data provided by the FAA, 2018 aeronautical survey data, and 2020 LiDAR survey data. A land acquisition phasing plan shall be produced that will prioritize land acquisition efforts based on the severity of obstructions on each parcel. The plan shall consider estimated cost and anticipated funding levels to provide a plan and estimated timeline for acquiring and clearing parcels with obstructions. Parcels with obstructions to the threshold siting surface shall be considered the highest priority for acquisition and clearing.

### Runway Geotechnical Services

This element includes a pavement evaluation of the existing runway. A pavement distress survey of the existing pavements shall first be performed. The survey will include observing the pavement surface to identify general areas of distress. Observed distressed areas shall be logged on a site plan. After the distress survey is completed, asphalt coring will be performed to measure existing pavement section as well as the consistency of the underlying subgrade materials. The exploration will include 10 core holes spaced across the existing pavement sections. A subconsultant representative will locate the coreholes in distressed and non-distressed areas. A The subconsultant will perform dynamic cone penetrometer testing below the base stone at each corehole to evaluate the consistency of the subgrade materials to estimate CBR values of the subgrade using existing correlations. The resulting voids in the pavements will be backfilled with base stone, commercially-purchased gravel and capped with hand-compacted, bituminous cold patch material or fast-setting concrete patch – whichever the airport prefers.

An evaluation report will be produced to address but will not be necessarily limited to, the following issues:

- Discussions of the exploration and testing programs;
- A general description of each designated area including types, sizes and/or severity of defects;
- A summary of the thin wall coring results including thickness data for total section, asphalt, and base stone components, as well as photographs for each core;
- Recommendations for subgrade remediation, if necessary; and
- Recommendations for pavement rehabilitation methods.

DALTON MUNICIPAL AIRPORT

Project Schedule

Task	Date
Geotechnical Report	2 Weeks After NTP
LiDAR Aerial Survey	Spring
LiDAR Deliverables to Consultant	60 Days
Draft Obstruction Analysis Exhibit(s)/Acquisition Plan	2 Weeks
Comments from Airport	1 Week
Revised Obstruction Analysis Exhibit(s)/Acquisition Plan to GDOT	1 Week
Comments from GDOT	2 Weeks
Final Deliverables	2 Weeks

Components and preparation for the drawings shall adhere to FAA Advisory Circular (AC) 150/5300-13A (latest change), *Airport Design*, and other applicable FAA Orders, Federal Aviation Regulations (FAR) and ACs.

Description for necessity.

**Compensation**

The compensation shall be amended to include the following. The amended fees are as shown below:

<b>Element 1 – Project Formulation</b>	<b>\$ 3,251</b>
<b>Element 2 – LiDAR Survey, Obstruction Analysis, and Land Acquisition Plan</b>	<b>\$30,940</b>
<b>Element 3 – Runway Geotechnical Services</b>	<b>\$ 4,599</b>
<b><u>TOTAL AMENDED FEE, DESIGN PHASE</u></b>	<b><u>\$38,790</u></b>

IN WITNESS WHEREOF the parties hereto have made and executed this Task Order Amendment.

OWNER:

ENGINEER:

CITY OF DALTON

CROY ENGINEERING, LLC

\_\_\_\_\_  
ANDREW WIERSMA  
Airport Manager

\_\_\_\_\_  
GREGORY D. TEAGUE, P.E.  
President

ATTEST:

\_\_\_\_\_  
ATTEST:  
RUSSELL D. MOOREHEAD, P.E.  
Vice President



## CITY COUNCIL AGENDA REQUEST

<b>Meeting Type:</b>	Mayor & Council Meeting
<b>Meeting Date:</b>	03/16/2020
<b>Agenda Item:</b>	Master Services Agreement (MSA) with Arcadis, U.S., Inc. for Engineering Consulting Services
<b>Department:</b>	Public Works
<b>Requested By:</b>	Andrew Parker
<b>Reviewed/Approved by City Attorney?</b>	Yes - Pending Final Adjustments to MSA
<b>Cost:</b>	Costs will be identified in individual task orders.
<b>Funding Source if Not in Budget</b>	N/A

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

Many Public Works projects and study efforts require outside resources due to limited engineering staff and the need to bring in subject matter experts in a particular field of study.

This agreement will facilitate an ongoing partnership with Arcadis, U.S., Inc. for engineering consulting services in the fields of water, sewage, stormwater, transportation infrastructure, site services, geotechnical, structural, and associated support services. Each new work assignment would require an approved Task Order by both parties before proceeding.

The existing MSA has been reviewed by the City Attorney and comments were sent to Arcadis for final revision. Approval by City Council will be contingent on final contract language being approved by the City Attorney.



This is a Master Services **Agreement** effective as of \_\_\_\_\_, 20\_\_ between the City of Dalton, Georgia [**“Client”**], a corporation chartered under the laws of the State of Georgia, having its principal place of business at 300 W Waugh St, Dalton, GA 30720, and Arcadis U.S., Inc., [**“Arcadis”**] a corporation chartered under the laws of the State of Delaware, having its principal place of business at 630 Plaza Drive, Highlands Ranch, Colorado 80129 and an office at 2839 Paces Ferry Rd. SE Suite 900, Atlanta, GA 30339.

Client engages Arcadis to provide professional engineering services for various tasks [**“Services”**] required by Client for its projects [**“Project”**] under this Agreement.

The Project will have the following characteristics:

The term “Services” as used in this Agreement shall be interpreted to include the entire scope of services provided by Arcadis as described in individual Task Orders. On an as-needed basis, Client will request the Services of Arcadis to be performed as part of the Project. In response to Client's request, Arcadis will prepare a Task Order which will become part of this Agreement upon execution by both parties. The specific location(s) of the Project shall be identified in Task Orders issued by Client to Arcadis [**“Site”**], in State(s) where Client has facilities [**“State”**].

In consideration of the mutual promises herein, Client and Arcadis agree that the terms and conditions of this Agreement are the following:

**1 BASIC SERVICES**

- 1.1 Scope.** Arcadis shall provide the Basic Services generally described in Schedule A. Arcadis intends to perform the scope of services/work contemplated herein and in the contract documents through a combination of its own employees and employees of its affiliates, and the use of such affiliate labor shall not be deemed a subcontract for purposes of this Agreement. Arcadis shall provide specific basic Services as authorized by written Task Orders in accordance with this Agreement. A sample Professional Services Task Order form is provided in Schedule B. Arcadis' obligations under this Agreement are solely for the benefit of Client and no other party is intended to benefit or have rights hereunder.
- 1.2 Standard of Care.** Arcadis shall perform the professional engineering services under this Agreement at the level customary for competent and prudent engineers performing such services at the time and place where the Services are provided [**Standard of Care**]. These services will be provided by licensed engineers and other professionals and individuals skilled in other technical disciplines, as appropriate.
- 1.3 Instruments of Service.** Arcadis is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all instruments of its services including designs, drawings, specifications, reports [**Service Instruments**] and other services provided under this Agreement.
- 1.4 Applicable Codes.** The Service Instruments will conform to the generally accepted codes and regulations applicable to the Project at the time of performance.
- 1.5 Indemnification.** Arcadis agrees to indemnify and hold Client harmless from all losses and damages resulting from Arcadis' failure to meet the Standard of Care.
- 1.6 Contract Documents.** The Service Instruments shall incorporate Arcadis' standard construction documents [**Contract Documents**]. In any event, Arcadis shall be an additional insured on all liability and property damage insurance policies which the construction contractor(s) for the Project [**Contractor**] shall be required to provide. All contracts between Client and Contractor for the Project shall require the Contractor to indemnify and hold Client and Arcadis harmless from any and all legal actions and liabilities arising out of the construction of the Project including, but not limited to, injury to or death of any person or injury or destruction of tangible property, not caused by the sole negligence of the party to be indemnified.
- 1.7 Subcontractors.** Any subcontractors and outside associates or consultants to be engaged by Arcadis under this Agreement are limited to those identified in executed Task Orders.

**1.8 Construction Phase Services.** Arcadis shall provide construction phase Services in accordance with a specific Task Order and act as Client's representative at the Site in accordance with the General Conditions of the Contract Documents as modified by Schedule D.

1.8.1 In the event the construction phase services are provided by another party, Arcadis shall not be responsible for and Client shall indemnify and hold Arcadis and Arcadis' consultants harmless from all claims, damages, losses and expenses, including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution, acceptance, shop drawing or sample approval or modifications of such documentation issued or carried out by Client or others or construction observation carried out by others. Nothing contained in this paragraph shall be construed to release Arcadis or Arcadis' consultants from liability for failure to perform in accordance with professional standards any duty or responsibility which Arcadis has undertaken or assumed under this Agreement.

**1.9 Title to Hazardous Materials.** Client agrees that title to all types of hazardous or toxic waste, material, or substance originating at or removed from Client's premises will remain in and with Client and that Client will not challenge said title by any means, including actions in state or federal court or any other forum.

**2 ADDITIONAL SERVICES**

**2.1 Scope.** Arcadis will provide the **Additional Services** as generally described in Schedule A when authorized in writing in a Task Order or amendment to a Task Order by Client.

**2.2 Excluded Services.** Client acknowledges the Services provided by Arcadis hereunder do not and shall not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Client, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) the practice of law or other legal services; (4) nor any form of professional accounting or insurance advisory services.

**3 CLIENT'S RESPONSIBILITIES**

Unless stated otherwise in Section 8 or in individual Task Orders, Client shall do the following in a timely manner:

**3.1 Client's Representative.** Designate a representative having authority to give instructions, receive information, define Client's policies, and make decisions with respect to the Project.

**3.2 Project Criteria.** Provide all criteria and information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, and any budgetary limitations. Furnish copies of all design and construction standards which Client will require to be included in the Service Instruments.

**3.3 Data.** Provide all available information, including previous reports and any other data in the possession of Client relevant to design or construction of the Project. These data may include (1) data prepared by others including borings, subsurface explorations, hydrographic surveys, and laboratory tests and inspections of samples, materials and equipment, (2) appropriate professional interpretations of such data, (3) environmental assessments and impact statements, (4) property, boundary, easement, right-of-way, topographic and utility surveys, (5) property descriptions, zoning, deed and other land use restrictions, and (6) other necessary special data or consultations. Arcadis may rely on the accuracy and completeness of the supplied data.

**3.4 Surveys.** Provide engineering surveys to define construction reference points to enable Contractor to lay out Project construction.

**3.5 Access.** Arrange for Arcadis to enter upon public and private property as necessary.

**3.6 Review.** Examine the Service Instruments and obtain the advice of attorneys, insurance counselors or other consultants as Client thinks appropriate. Render written decisions concerning the Service Instruments within a reasonable time. Client expressly acknowledges and agrees that the Services provided do not and shall not include: (1) servin

“municipal advisor” for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Client, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) the practice of law or other legal services, nor any form of insurance advisory services.

- 3.7 Permits.** Furnish approvals and permits from governmental authorities or other entities having jurisdiction over the Project and approvals from others as may be necessary for the timely completion of the Project.
- 3.8 Expert Advice.** Provide legal, accounting, insurance or other necessary advisory services for the Project. Client expressly acknowledges and agrees that the Services provided do not and shall not include the practice of law or other legal services, nor any form of professional accounting or insurance advisory services.
- 3.9 Site Representative.** If Client designates a person other than Arcadis to represent Client at the Site, specify the duties, responsibilities and limitations of authority of such other person and the effect on Arcadis' duties and responsibilities in a schedule attached to this Agreement.
- 3.10 Ancillary Costs.** If the Construction Cost includes the cost of the activities described in 3.7 through 3.10, provide an estimate of such costs to Arcadis for Project cost estimating purposes.
- 3.11 Meetings.** Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and Final Payment inspections.
- 3.12 Project Developments.** Give prompt written notice to Arcadis whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Arcadis' services, or any defect or non-conformance in the work of any Contractor.

**4 PERIODS OF SERVICE**

- 4.1 Time of Performance.** Sections 4 and 5 anticipate the orderly and continuous progress of Task Orders through completion of each Task Order's scope of work. The time of performance is the period given in each Task Order reasonably expected to be required for the design, award of contracts, construction and initial operation of the Project, including any necessary Client or regulatory agency review and approval.
- 4.2 Delays.** If a Task Order specifies periods of time for performance of Services or specific dates by which services are to be completed and if such periods or dates are exceeded through no fault of Arcadis, the compensation specified under Section 5 shall be subject to equitable adjustment.
- 4.3 Start of Performance.** Arcadis will start the Services described in each Task Order upon authorization by Client. If Client gives authorization before signing a Task Order, Arcadis shall be paid as if the services had been performed after both parties signed the Task Order.
- 4.4 Completion of Performance.** For the purposes of final payment under Section 5, completion of Arcadis' services will occur as specified in a Task Order.
- 4.5 Force Majeure.** If a force, event, or circumstance beyond Arcadis' control interrupts or delays Arcadis' performance, the time of performance of the Basic or Additional Services shall be equitably adjusted.

**5 COMPENSATION**

- 5.1 Basic Services.** Client shall pay Arcadis the Amount stated in invoices issued for each Task Order in accordance with Schedule C, Method of Payment, the Task Order’s pricing schedule for actual work performed and reimbursable expenses incurred on each Task Order during the period covered by the invoice. Arcadis shall be entitled to invoice for Affiliate labor in the same manner as it invoices its own employees. Invoices are due and payable within 30 days after receipt by Client. Client’s payments shall be in the form and shall be sent to the Arcadis address as described in the invoices.

**5.2 Additional Services.** Client shall pay Arcadis for Additional Services authorized under a Task Order or Amendment to a Task Order and actually performed in accordance with monthly invoices issued in accordance with the Task Order’s pricing schedule.

**5.3 Litigation Services.** If Client requires Arcadis' services either as a witness in, or support of, litigation or other dispute resolution procedures between Client and a third party, Arcadis will provide such services in accordance with a Pricing Schedule for litigation services. In addition Client will promptly reimburse Arcadis for its reasonable fees and expenses (including without limitation attorney’s fees and other legal costs incurred by Arcadis in response to a subpoena, or request for the production of documents, for any appearance at a deposition, trial or other legal proceeding) – provided Arcadis is not a named party to such legal proceeding.

**5.4 Delay or Termination.**

5.4.1 If Client delays the performance of, or payment for, Services under this Agreement for more than 3 months for a reason(s) other than Arcadis' fault, Arcadis may suspend performance until it receives payment in full for Services rendered and expenses incurred to the date of suspension.

5.4.2 If Client terminates this Agreement prior to completion of the Services described in executed Task Orders, Arcadis shall be paid in full for Services rendered and expenses incurred to the date of termination, including reasonable demobilization and termination expenses.

**5.5 Disputed Amounts.** Notwithstanding the provisions of Section 7, if Client disputes an item(s) or amount(s) contained in an invoice, Client agrees to pay the balance of the undisputed invoiced amounts to Arcadis in accordance with the Task Order.

**5.6 Collection.** Any reasonable attorney's fees or other reasonable costs incurred by Arcadis in collection of delinquent amounts shall be paid by Client.

**6 OPINIONS OF CONSTRUCTION COST**

**6.1 Construction Cost.** The cost of construction [**Construction Cost**] means the total cost to Client of those portions of the Project designed and specified in the Service Instruments. Construction Cost will not include Arcadis' compensation and expenses, the cost of land, rights of way, or compensation for properties unless specified in the Task Order. Construction Cost will also not include Client's legal, accounting, or insurance counseling services, or interest and financing charges incurred in connection with the Project, or the cost of services to be provided by others under paragraphs 3.7 and 3.8 unless otherwise specified in the Task Order.

**6.2 Opinions of Cost.** Arcadis has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Arcadis' opinion of probable Construction Cost is made on the basis of Arcadis' experience and qualifications and represents Arcadis' judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Arcadis does not guarantee that proposals, bids or actual Project cost will not vary from Arcadis' opinions of probable Construction Cost.

**7 GENERAL CONSIDERATIONS**

**7.1 Changes.** By written notice at any time, Client may change Services required by a Task Order, provided such changes are within the general scope of the Services contemplated by this Agreement. In such event, an equitable adjustment both in the compensation for and time of performance of the Agreement shall be made in writing prior to Arcadis' performing the changed services.

**7.2 Confidentiality.** Arcadis will hold secret and confidential all information designated by Client as confidential [**Confidential Information**]. Arcadis will not reveal Confidential Information to a third party unless:

- 7.2.1 Client consents in writing;
- 7.2.2 the information is or becomes part of the public domain;

- 7.2.3 Arcadis lawfully possessed the information before receipt from Client;
- 7.2.4 applicable law, regulation, court order or an agency of competent jurisdiction requires its disclosure; or
- 7.2.5 failure to disclose the information would pose an imminent and substantial threat to human health or the environment.

**7.3 Professional Service.** The Service Instruments furnished under this Agreement are the tangible results of Arcadis' professional services for the Project and Arcadis shall have the right to use or reuse and retain the copyright of the Service Instruments for its purposes and at its sole risk, without liability to Client.

**7.3.1 Reuse.** Arcadis does not represent the Service Instruments to be suitable for reuse by Client or others for extensions of the Project or on any other project. Any reuse without written verification or adaptation by Arcadis for the specific purpose intended is at Client's sole risk, without liability to Arcadis. Any such verification or adaptation will entitle Arcadis to compensation at rates to be agreed on by Client and Arcadis.

**7.3.2 CADD.** Arcadis may provide information related to the Service Instruments in computer-assisted design and drafting format [CADD] to Client. CADD is derived in part from computer software for which Arcadis is licensed. These licenses are not transferable. Any unlicensed reuse of CADD may subject the user to liabilities to the software licensor.

**7.3.3 Electronic Media.** Either party to this Agreement may rely on the data or information set forth on paper (also known as "hard copies") that the party receives from the sending party by mail, hand delivery, or facsimile as items the sending party intended to send. Data or information sent in electronic media format by one party to the other party are furnished only for the convenience of the receiving party and shall not be relied upon by the receiving party. If there is a discrepancy between the data received in electronic media format and the hard copies, the hard copies govern. Any conclusion or information obtained or derived from the data in electronic media format shall be at the user's sole risk. When transferring documents in electronic media format, the sending party makes no representations as to the long term compatibility, usability, or readability of such documents resulting from the use of software, application packages, operating systems or computer hardware differing from those used by the document's creator.

**7.4 Disputes.** If any dispute arises out of or relates to this Agreement, or the breach thereof, then in the first instance, representatives of both parties shall endeavor in good faith to negotiate a settlement of the dispute. If such dispute cannot be settled through direct discussions by such representatives of the parties, then higher level representatives of both parties shall endeavor in good faith to negotiate a settlement of such dispute. If such dispute cannot be settled through direct discussion by such higher level representatives of the parties, then the parties agree to submit the matter to mediation before having recourse to a judicial forum. No written or oral representation made during the course of any settlement negotiations or mediation shall be deemed a party admission.

**7.5 Insurance.** Arcadis will maintain **insurance** against the following risks during the term of the Agreement:

- 7.5.1 workers compensation in statutory amounts and employer's liability for Arcadis' employees' Project-related injuries or disease;
- 7.5.2 general liability and automobile liability each in the amount of \$1,000,000 for personal injury or property damage to third parties which arises from Arcadis's performance under this Agreement; and
- 7.5.3 professional liability in the amount of \$1,000,000 for legal obligations arising out of Arcadis' failure to meet the Standard of Care.

**7.6 Interpretation.** This Agreement shall be interpreted in accordance with the laws of the State of New York.

**7.7 Successors.** This Agreement is binding on the successors and assigns of Client and Arcadis. The Agreement may not be assigned in whole or in part to any third parties without the written consent of both Client and Arcadis.

**7.8 Independent Contractor.** Arcadis represents that it is an independent contractor and is not an employee of Client.

**7.9 Notices.** Written notices may be delivered in person or by certified mail, or by facsimile, or by courier. All notices shall be effective upon the date of receipt by the party. Notices shall be delivered or sent to the designated representative of the other party at the address given on the last page of this Agreement. An address may only be changed by written notice.

**7.10 Applicable Law.** Arcadis and Client shall comply with all applicable federal, state and local laws, regulations or orders issued under such laws prohibiting any form of kickback, bribery or corrupt practices as defined in the Anti-Kickback Act of 1986, the Foreign Corrupt Practices Act and all other applicable federal, state, local laws, regulations or orders issued under such laws regarding kickbacks, bribery or corrupt practices. If applicable to this Agreement, Arcadis will comply with the requirements of:

7.10.1 the Equal Employment Opportunity clause in Section 202 of Executive Order 11246, as amended,

7.10.2 Utilization of Small and Disadvantaged Business Concerns (Public Law 95-507), and

7.10.3 all other federal, state and local laws and regulations or orders issued under such laws.

**7.11 Entire Agreement.** This Agreement, including any schedules, attachments, Task Orders executed pursuant to this Agreement, and referenced documents, is the entire agreement between Client and the Arcadis. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this Agreement shall be in writing and signed by Client and Arcadis.

**7.12 Waivers and Severability.** A waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

**7.13 Effective Date.** Unless stated otherwise in Schedule A, this Agreement is effective on the date shown on the cover page.

8 SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

8.1 Special Provisions. This Agreement is subject to the following special provisions:

8.2 Schedules. The following Schedules are attached to and made a part of this Agreement:

8.2.1 Schedule A Scope of Basic and Additional Engineering Services and Related Matters

8.2.2 Schedule B Sample Professional Services Task Order form

8.2.3 Schedule C Method of Payment

8.2.4 Schedule D Construction Phase Services

Execution Authority. This Agreement is a valid and authorized undertaking of Client and Arcadis. The representatives of Client and Arcadis who have signed below have been authorized to do so.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year shown on the cover page.

CLIENT

Arcadis, U.S., INC.

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Where applicable to the jurisdiction:

Engineer License or Certificate No. \_\_\_\_\_

State of \_\_\_\_\_

Date Signed \_\_\_\_\_

Date Signed \_\_\_\_\_

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Address for Giving Notices:

Address for Giving Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Arcadis U.S., Inc.  
44 South Broadway, 15<sup>th</sup> Floor  
White Plains, New York, 10601  
Attn: Legal Department

**Schedule A**  
**Scope of Basic and Additional Engineering Services and Related Matters**

A.1 The general scope of basic services<sup>1</sup> consists of general engineering and consulting services related to water, sanitary sewerage, stormwater, and transportation infrastructure and associated support services.

A.2 Specific descriptions of scope of Services will be set forth in individual Task Orders.

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<sup>1</sup> Construction phase services under this Agreement shall be performed in accordance with Schedule D insofar as applicable and appropriate.



Schedule B

SAMPLE

PROFESSIONAL SERVICES TASK ORDER

SAMPLE

Task Order Number: \_\_\_\_\_

Task Order Date: \_\_\_\_\_

Subject to the Master Services Agreement between the City of Dalton, Georgia [Client] and Arcadis, Inc. [Arcadis], dated \_\_\_\_\_, 20\_\_, Client hereby authorizes Arcadis to perform services as specified in this Task Order and in accordance with the above mentioned Agreement.

1. Project Description: A description of Client's Project for which work is requested is provided in Attachment 1, incorporated into this Task Order.

Client's Project Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

Client's Representative: \_\_\_\_\_

2. Scope of Work: Arcadis shall perform its services as described in Attachment 1, incorporated into this Task Order.

Arcadis's Job Number: \_\_\_\_\_

Arcadis's Representative: \_\_\_\_\_

3. Time Schedule: Arcadis shall use reasonable efforts to complete its work by: \_\_\_\_\_

4. Compensation: Arcadis's Compensation authorized under this Task Order, which shall not be exceeded without prior written authorization of Client, is:

\$ \_\_\_\_\_ [\_\_\_\_\_] This Task Order's Method of Payment is incorporated and attached as Attachment 2.

5. Special Conditions: This Task Order is subject to the special provisions as described in Attachment 3, attached and incorporated into this Task Order:

6. Amendment: [\_\_\_\_\_] This Task Order amends a previously executed Task Order:

Previous Task Order Number: \_\_\_\_\_ Previous Task Order Date: \_\_\_\_\_

ISSUED AND AUTHORIZED BY:

Client

ACCEPTED AND AGREED TO BY:

Arcadis, INC.

By: \_\_\_\_\_ (Sample Only) By: \_\_\_\_\_ (Sample only)

Title: \_\_\_\_\_ Title: \_\_\_\_\_

SAMPLE

SAMPLE

**PROFESSIONAL SERVICES TASK ORDER**

**Task Order Number:** \_\_\_\_\_

**Attachment 1**

**Description of Project & Scope of Work**

**PROFESSIONAL SERVICES TASK ORDER**

**Task Order Number:** \_\_\_\_\_

**Attachment 2**

**Task Order Payment Terms**

**PROFESSIONAL SERVICES TASK ORDER**

**Task Order Number:** \_\_\_\_\_

**Attachment 3**

**Special Conditions**

**Schedule C**  
**Method of Payment Schedule**

C.1 On individual Task Orders, Client shall pay Arcadis in accordance with the following provisions.

a. **Cost of Services.** For services rendered, Client shall pay the cost of Arcadis's Services in accordance with each Task Order. Specific payment amounts, methods and terms will be set forth in individual Task Orders.

b. **Non-Labor Expenses.** Except for certain in-house services, project expenses incurred with outside vendors will be invoiced at cost plus 10% to cover handling. These services may include, but are not limited to: shipping charges; printing; supplies; equipment; traveling expenses; special insurance; licenses; permits; or subcontracted services.

c. The following in-house services not subject to handling costs are Computer usage, Transportation, production, Laboratory, and Specialty Equipment

**C.2 Terms of Payment**

C.2.1 **Invoices.** Arcadis will submit invoices to Client for each month during which Services were performed. The invoice will include the following information unless stated otherwise in Section 8 of the Agreement:

a. For labor costs: labor classifications, number of hours worked, direct hourly labor rates and applicable indirect cost;

b. For non-labor expenses: description of the item, vendor name, vendor invoice no. (if available), cost to Arcadis, and handling costs (if any);

c. A portion of the Fixed Fee proportional to the ratio of the total costs incurred during the invoice period to the Maximum Cost stated in *Basis of Payment*;

d. Carrying charges at 1.5% per month for delinquent payments outstanding over 30 days; and

e. Applicable sales or value-added taxes.

C.3 **Payment Due Date.** All invoices are due and payable within 30 days of the invoice date.

**Schedule D  
Special Conditions**

D.1 The Special Conditions consists of this page plus the following documents, attached and made part of this Agreement:

- a. Schedule D-1 Construction Phase Services, Pages D-1 to D-2.
- b. Schedule D-2 Duties, Responsibilities and Limitations of Authority of Resident Project Representative, Pages D-3 to D-5.

**SCHEDULE D-1 -- CONSTRUCTION PHASE SERVICES**

Note: For purposes of this Schedule, the expressions Contract Documents, Shop Drawing, and Change Order shall have the meanings given in the Construction Contract between Client and the Contractor.

**1. General Administration of Construction Contract.** Arcadis shall consult with and advise Client and act as Client's representative as provided in this Agreement. All of Client's instructions to Contractor will be issued through Arcadis who will have authority to act on behalf of Client to the extent provided in this Agreement.

**2. Visits to Site and Observation of Construction.** In connection with observations of the work of Contractor while it is in progress:

2.1 Arcadis shall make visits to the site at intervals appropriate to the various stages of construction as Arcadis deems necessary to observe, as an experienced and qualified design professional, the progress and quality of the Contractor's work (Work). In addition, Arcadis shall provide the services of a Resident Project Representative (Resident) at the site to provide more extensive inspection of the Work. Based on information obtained during such visits and on its inspections, Arcadis shall endeavor to determine whether the Work is proceeding in accordance with the intent of the Contract Documents. Arcadis shall keep Client informed of the progress of the Work.

2.2 The Resident will be Arcadis's agent or employee and under Arcadis's supervision. The duties and responsibilities of the Resident are set forth in D-2, "Duties, Responsibilities and Limitation of Authority of Resident Project Representative".

2.3 The purpose of Arcadis's visits to and representation by the Resident at the site will be to provide for Client a greater degree of confidence that the completed Work will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor.

Arcadis shall not, during such visits or as a result of observations or inspections of the Work in progress, supervise, direct or have control over the Work nor shall Arcadis have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing the Work. Arcadis can neither guarantee the performance of the Work by the Contractor nor assume responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

**3. Defective Work.** During its visits, Arcadis may disapprove of or reject the Work while it is in progress if Arcadis believes that the Work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

**4. Interpretations and Clarifications.** Arcadis shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare Change Orders for execution by Client, if appropriate.

**5. Shop Drawings.** Arcadis shall review and approve (or take other appropriate action) Shop Drawings, samples and other data which Contractor is required to submit. Such reviews shall be for conformance with the design concept of the Project as a functioning whole and compliance with the information given in the Contract Documents. Any approvals or other actions associated with the reviews shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident to

6. **Substitutes.** Arcadis shall evaluate and determine the acceptability of substitute or 'equivalent' materials and equipment proposed by Contractor.

7. **Inspections and Tests.** Arcadis shall have authority, as Client's representative, to require special inspection or testing of the work, and shall review all certificates of inspections, testings and approvals required by law or the Contract Documents to determine that both the content of the certificates and the certified inspection or test results comply substantially with such requirements.

8. **Disputes between Client and Contractor.** Arcadis shall act as the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of Client or Contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents.

9. **Applications for Payment.** Based on Arcadis's on-site observations, on information provided by the Resident, and on review of applications for payment and the accompanying data and schedules, Arcadis shall:

9.1 Recommend in writing payments to Contractor. Such recommendations of payment will constitute a representation to Client that the Work has progressed to the point indicated and that, to the best of Arcadis's knowledge, information and belief, the quality of the Work is generally in accordance with the Contract Documents subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendations.

9.2 In the case of unit price Work, include final determinations of quantities and classifications of the Work in the recommendations of payment, subject to any subsequent adjustments allowed by the Contract Documents.

9.3 By recommending any payment Arcadis will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations beyond the responsibilities specifically assigned to Arcadis in this Agreement and the Contract Documents have been made by Arcadis to check the quality or quantity of the Work as it is furnished and performed. Arcadis is not responsible to examine how or for what purposes the Contractor has used the moneys paid on account, or to determine that title to any of the Work, materials or equipment has passed to Client free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.

10. **Contractor's Completion Documents.** Arcadis shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests, approvals, and record documents which are to be assembled by Contractor in accordance with the Contract Documents. Such review is limited to determining that their content complies with the requirements of the Contract Documents. Arcadis shall transmit the documents to Client with written comments.

11. **Inspections.** Arcadis shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed Work is acceptable so that Arcadis may recommend, in writing, final payment to Contractor. Arcadis may give written notice to Client and the Contractor that the Work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 9.3.

12. **Limitation of Responsibilities.** Arcadis shall not be responsible for the acts or omissions of the Contractor, or of any subcontractor or supplier, or any of the Contractor's or subcontractor's or supplier's agents or employees or any other persons (except Arcadis's own employees and agents) at the site or otherwise furnishing or performing any of the Work. However, nothing contained in paragraphs 1 thru 11, shall be construed to release Arcadis from liability for failure to properly perform the duties and responsibilities assumed by Arcadis in the Contract Documents.

**SCHEDULE D-2 DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE**

The duties and responsibilities of the Resident Project Representative (Resident) are limited to those of Arcadis in Schedules A and B and are further described as follows:

1. **General.** The Resident is Arcadis's agent at the site, will act as directed by and under the supervision of Arcadis, and will confer with Arcadis regarding Resident's actions. Resident's dealings in matters pertaining to the on-site Work shall in general be with Arcadis and Contractor, but keeping Client advised as appropriate. Resident's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. Resident shall generally communicate with Client with the knowledge of and under the direction of Arcadis.

2. **Duties and Responsibilities.** The Resident shall:

2.1 *Schedules:* Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with Arcadis concerning acceptability.

2.2 *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

2.3 *Liaison:*

2.3.1 Serve as Arcadis's liaison with Contractor, working principally through Contractor's superintendent and assist in explaining the intent of the Contract Documents as necessary.

2.3.2 Assist Arcadis in serving as Client's liaison with Contractor when Contractor's operations affect Client's on-site operations.

2.3.2 Assist in obtaining from Client additional details or information, when required for proper execution of the Work.

2.4 *Shop Drawings and Samples:*

2.4.1 Record date of receipt of Shop Drawings and samples.

2.4.2 Receive samples which are furnished at the site by Contractor and notify Arcadis of availability of samples for examination.

2.4.3 Advise Arcadis and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not yet been received and approved by Arcadis.

2.5 *Review of Work, Rejection of Defective Work, Inspections and Tests:*

2.5.1 Conduct on-site inspections of Work in progress to determine whether the Work is proceeding in general compliance with the Contract Documents.

2.5.2 Report to Arcadis whenever Resident believes that any Work is unsatisfactory, faulty or defective, or does not conform to the Contract Documents, has been damaged, or does not meet the requirements of any inspection, test or approval required to be made. Advise Arcadis of Work that Resident believes should be corrected or rejected, should be uncovered for inspection, or requires special testing, inspection or approval.

2.5.3 Verify that tests, equipment and systems startups, and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof. Observe, record and report to Arcadis appropriate details relative to the test procedures and startups.

2.5.4 Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Arcadis.

2.6 *Interpretation of Contract Documents:* Report to Arcadis when clarifications and interpretations of the Contract Documents are needed. Transmit to Contractor clarifications and interpretations issued by Arcadis.

2.7 *Modifications.* Consider and evaluate Contractor's suggested changes to Drawings or Specifications and report to Arcadis with Resident's recommendations. Transmit Arcadis's decisions to Contractor.

2.8 *Records:*

2.8.1 Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Construction Contract, Arcadis's clarifications and interpretations of the Contract Documents, progress reports, and

2.8.2 Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions concerning Change Orders or changed conditions, list of job site visitors, daily activities, decisions, general observations, and specific, more detailed observations as in the case of test procedures. Send copies to Arcadis at appropriate intervals.

2.8.3 Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.

2.9 *Reports:*

2.9.1 Furnish reports at appropriate intervals to Arcadis concerning progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.

2.9.2 Consult with Arcadis in advance of scheduled major tests, inspections or start of important phases of the Work.

2.9.3 Draft proposed Change Orders, obtaining supporting information from Contractor, and recommend to Arcadis.

2.9.4 Report any accidents or unusual incidents to Arcadis and Client immediately upon occurrence.

2.10 *Payment Requests:* Review Contractor's applications for payment for compliance with the requirements of the Contract Documents and forward with Resident's recommendations to Arcadis. The Resident will note the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the site but not incorporated in the Work.

2.11 *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be furnished by Contractor are appropriate to the items actually installed and in accordance with the Contract Documents. The Resident will have this material delivered to Arcadis for review and forwarded to Client prior to final payment for the Work.

2.12 *Completion:*

2.12.1 Before Arcadis issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

2.12.2 Determine whether necessary inspections and approvals by public agencies having jurisdiction over the Work have been performed and advise Arcadis accordingly.

2.12.3 Conduct a final inspection of the Work in the company of Arcadis, Client, and Contractor and prepare a final list of items to be completed or corrected.

2.12.4 Verify that all items on final list have been completed or corrected and make recommendations to Arcadis concerning acceptance of the Work.

**3. Limitations of Authority.** The Resident:

3.1 Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment unless authorized by Arcadis.

3.2 Shall not exceed limitations of Arcadis's authority as set forth in this Agreement or the Contract Documents.

- 3.3 Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.
- 3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- 3.5 Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
- 3.6 Shall not accept Shop Drawings or sample submittals from anyone other than Contractor.
- 3.7 Shall not authorize Client to occupy the Project in whole or in part.
- 3.8 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Arcadis.



## 2020 Rate Schedule

Title	Rate \$/hr
Project Administrative Assistant	\$70
Project Assistant	\$90
Sr Project Assistant	\$120
Engineering Technician I	\$90
Engineering Technician II	\$110
Staff Engineer/Scientist/Architect I	\$90
Staff Engineer/Scientist/Architect II	\$100
Staff Engineer/Scientist/Architect III	\$110
Project Engineer/Scientist/Architect I	\$120
Project Engineer/Scientist/Architect II	\$135
Project Engineer/Scientist/Architect III	\$150
Senior Engineer/Scientist/Architect I	\$165
Senior Engineer/Scientist/Architect II	\$180
Senior Engineer/Scientist/Architect III	\$195
Principal Engineer/Scientist/Architect I	\$240
Principal Engineer/Scientist/Architect II	\$265
Principal Engineer/Scientist/Architect III	\$290
Registered Land Surveyor	\$150
2-man Survey Crew	\$150
3-man Survey Crew	\$225

\* A rate schedule will be provided with each Task Order proposal based on the specific services that will be provided and the rates effective at that time.

\*All direct expenses will be billed at cost plus 10%

\*Mileage will be billed at the current federal mileage rate



## CITY COUNCIL AGENDA REQUEST

<b>Meeting Type:</b>	Mayor & Council Meeting
<b>Meeting Date:</b>	03/16/2020
<b>Agenda Item:</b>	Professional Services Task Order 001 with Arcadis U.S., Inc. for Prater Alley Area Drainage Study
<b>Department:</b>	Public Works
<b>Requested By:</b>	Andrew Parker
<b>Reviewed/Approved by City Attorney?</b>	Yes - Pending Final Adjustments to MSA
<b>Cost:</b>	Not to Exceed \$72,544.00
<b>Funding Source if Not in Budget</b>	2015 SPLOST - SP 158

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

This would authorize Task Order 001 under the Master Services Agreement with Arcadis to perform a comprehensive drainage and flooding evaluation of the Prater Alley basin near City Hall.

The purpose of this study is to identify through detailed stormwater models the existing system capacity, identification of critical flood event, and an evaluation of several scenarios that could reduce flood occurrences. A second phase would be required, in the future, to develop construction plans for the selected improvements to be implemented.

See attached Task Order for additional information about the scope of the project.

**PROFESSIONAL SERVICES TASK ORDER**

**Task Order Number: 001**  
**Task Order Date: March 11, 2020**

Subject to the Master Services Agreement between *the City of Dalton, Georgia* [Client] and *Arcadis U.S., Inc.* [Arcadis], dated \_\_\_\_\_, 20\_\_, Client hereby authorizes Arcadis to perform services as specified in this Task Order and in accordance with the above mentioned Agreement.

**1. Project Description:** A description of Client’s Project for which work is requested is provided in Attachment 1, incorporated into this Task Order.

Client's Project Number: \_\_\_\_\_  
Project Name: Prater Alley Drainage Study  
Client's Representative: Andrew Parker

**2. Scope of Work:** Arcadis shall perform its services as described in Attachment 1, incorporated into this Task Order.

Arcadis's Job Number: \_\_\_\_\_  
Arcadis's Representative: Richard Greuel, P.E.

**3. Time Schedule:** Arcadis shall use reasonable efforts to complete its work by: 120 days from receipt of surveying data or Notice to Proceed whichever is greater

**4. Compensation:** Arcadis's Compensation authorized under this Task Order, which shall not be exceeded without prior written authorization of Client, is:

\$ 72,544 [\_\_\_\_\_] This Task Order's Method of Payment is incorporated and attached as Attachment 2.

**5. Special Conditions:** This Task Order is subject to the special provisions as described in Attachment 3, attached and incorporated into this Task Order:

**6. Amendment:** [\_\_\_\_\_] This Task Order amends a previously executed Task Order:  
Previous Task Order Number: \_\_\_\_\_ Previous Task Order Date: \_\_\_\_\_

**ISSUED AND AUTHORIZED BY:**  
Client

**ACCEPTED AND AGREED TO BY:**  
Arcadis, INC.

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

# PROFESSIONAL SERVICES TASK ORDER

## Task Order Number: 001

### Attachment 1

#### Description of Project & Scope of Work

#### **Introduction**

The City of Dalton Public Works Department has requested that Arcadis prepare this proposal to provide engineering analysis and support to address known flooding issues at the property known as Dalton Storage located at 426 North Thornton Avenue. It is our understanding that the property has flooded in the past and that the property owner has requested that the City of Dalton (city) identify potential improvements that could reduce the severity / frequency of flooding at the subject property. The following scope of work has been developed to assist with the first phase of a potential project to implement drainage improvements within the basin.

#### *Phase 1 – Alternatives Evaluation*

The purpose of Phase 1 is to analyze the drainage system's existing conditions and test different solutions in order to relieve flooding at the 426 North Thornton Ave property. Arcadis proposes that the work be divided into the following tasks:

- Task 1 – Existing Conditions Analysis
- Task 2 – Alternatives Analysis
- Task 3 – Report

Each task is described below. Please note that this work authorization only includes the efforts necessary to identify a preferred solution by the City. Additional efforts will be required to design the preferred solution once identified. A second phase of the project to be authorized at a later date would follow upon completion of Phase 1 of the project. Phase 2 will address the development of a full set of construction drawings for the preferred alternative as well as permitting necessary to move forward with a construction project. Phase 2 is not included in this scope of work and accompanying fee proposal.

#### **Task 1 – Existing Conditions Analysis**

Task 1 will consist of development of appropriate hydrologic and hydraulic computer models to quantify the nature of the drainage conditions that currently exist within the basin. Arcadis will use PCSWMM to conduct the hydrologic and hydraulic (H&H) modeling needed for both this task and Task 2. Arcadis will coordinate with the Whitfield County Stormwater Engineer to obtain geographic information systems (GIS) data for the drainage area's pipes and structures. It is assumed that any surveying efforts required for this effort will be secured by the City separately and coordinated with Arcadis staff to ensure efficient collection of data. As such, surveying is not included in this work authorization.

After data review, Arcadis will provide a survey request to the City that is meant to close data gaps in the pipe network. The main focus will be the portion of the system that runs from the W Waugh St and N Thornton Ave intersection north to the point it crosses under W Tyler St. Arcadis staff will also conduct a limited field reconnaissance within the project area to assess existing drainage patterns including open channel and culvert connectivity.

Arcadis will develop an existing conditions model based on the data collected or provided. The following 24-hour storms will be modeled; 1-year, 2-year, 5-year, 10-year, 25-year, 50-year, and 100-year. The results will be analyzed and discussed with City staff.

#### Assumptions:

- Data transfer from County and City will be via electronic means.
- Pipe and structure survey will be conducted by others.
- Land use will be based on existing conditions.

#### Deliverables:

- Limited Technical Memorandum outlining means and methods as well as results of the analysis.

## **Task 2 – Alternatives Analysis**

The purpose of this task is to test different alternatives' flood reduction effectiveness. Six scenarios have been discussed with City staff and are described below:

### *Scenario A – Regional Detention Pond Adjacent to City Hall*

Scenario A will model the impacts of the conceptual construction of a regional detention pond adjacent to City Hall. The proposed detention pond would be constructed on the properties immediately west of City Hall and include the properties included in the figure below. As part of this effort, Arcadis will also model the existing drainage system at the intersection of Waugh Street and North Thornton Avenue with both the conceptual pond in place and not constructed to determine the impacts of the design on the existing drainage system.

### *Scenario B – Regional Detention Pond on Dalton Storage Site*

Scenario B will model the impacts of the conceptual construction of a regional detention pond on the Dalton Storage property adjacent to the existing storage buildings. As was the case with Scenario A, Arcadis will compare the results of Scenario B with the existing conditions modeling results.

### *Scenario C – Increase System Capacity (3 Iterations)*

Scenario C will evaluate the impacts of upgrading pipes between the Dalton Storage property and W Tyler St to provide additional hydraulic capacity for the system. This will likely be an iterative process to evaluate whether the additional capacity upstream will result in flooding downstream.

Please note that this system will need to evaluate the downstream hydrologic impacts to properties immediately adjacent to the project site. This downstream analysis will be limited to a point downstream at West Tyler Street.

### *Scenario D – Regional Detention Pond Adjacent to City Hall and Increase System Capacity (3 Iterations)*

Scenario D will evaluate the need for downstream pipe upgrades for areas that still show flooding during Scenario A. This will likely be an iterative process to evaluate whether the additional capacity upstream will result in flooding downstream.

Please note that this system will need to evaluate the downstream impacts to properties immediately adjacent to the project site. This downstream analysis will be limited to a point downstream at West Tyler Street.

### *Scenario E – Regional Detention Pond on Dalton Storage Site and Increase System Capacity (3 Iterations)*

Scenario E will evaluate the need for upstream and downstream pipe upgrades for areas that still show flooding during Scenario B. This will likely be an iterative process to evaluate whether the additional capacity upstream will result in flooding downstream.

### *Scenario F – Regional Detention Ponds at both locations and Increase System Capacity (3 Iterations)*

Scenario F will include the detention from Scenario A and from Scenario B. It will evaluate the need for upstream and downstream pipe upgrades for areas that still show flooding. This will likely be an iterative process to evaluate whether the additional capacity upstream will result in flooding downstream.

Please note that this system will need to evaluate the upstream and downstream impacts to properties immediately adjacent to the project site. This downstream analysis will be limited to a point downstream at West Tyler Street.

#### Assumptions:

- City will provide survey data requested by Arcadis

#### Meetings and Deliverables:

- Up to two on-site meetings to discuss findings

### **Task 3 – Report**

Arcadis will submit a draft technical memorandum summarizing the methodology utilized to conduct the analysis as well as the results of the alternative analysis outlined in Task 2. A final version of the report will be submitted two weeks after receipt of City comments.

#### Assumptions:

- Draft and final reports will be electronic format.

#### Deliverables:

- Draft Report
- Final Report that incorporates appropriate revisions resulting from City comments received.

**PROFESSIONAL SERVICES TASK ORDER****Task Order Number: 001****Attachment 2****Task Order Payment Terms**

All work will be completed on a time and materials basis for a fee not to exceed the amount listed in this Task Order based on the 2020 rate table below.

**2020 Rate Schedule**

Title	Rate \$/hr
Project Administrative Assistant	\$70
Project Assistant	\$90
Sr Project Assistant	\$120
Project Manager	\$215
Engineering Technician I	\$90
Engineering Technician II	\$110
Staff Engineer/Scientist/Architect I	\$90
Staff Engineer/Scientist/Architect II	\$100
Staff Engineer/Scientist/Architect III	\$110
Project Engineer/Scientist/Architect I	\$120
Project Engineer/Scientist/Architect II	\$135
Project Engineer/Scientist/Architect III	\$150
Senior Engineer/Scientist/Architect I	\$165
Senior Engineer/Scientist/Architect II	\$180
Senior Engineer/Scientist/Architect III	\$195
Principal Engineer/Scientist/Architect I	\$240
Principal Engineer/Scientist/Architect II	\$265
Principal Engineer/Scientist/ Architect III	\$290
Registered Land Surveyor	\$150
2-man Survey Crew	\$150
3-man Survey Crew	\$225

\* A rate schedule will be provided with each Task Order proposal based on the specific services that will be provided and the rates effective at that time.

\*All direct expenses will be billed at cost plus 10%

\*Mileage will be billed at the current federal mileage rate

\* Additional Services requested by the City beyond those in Scope of Work will be billed on an hourly basis in accordance with this rate schedule

**PROFESSIONAL SERVICES TASK ORDER**  
**Task Order Number: 001**

**Attachment 3**  
**Special Conditions**

None.





## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 03-16-20

**Agenda Item:** Proposal for Project Planning Services with Goodwyn Milla Cawood

**Department:** Administration

**Requested By:** Jason Parker

**Reviewed/Approved by City Attorney?** Yes

**Cost:** \$325,000

**Funding Source if Not in Budget** General Fund

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

This is a proposal for professional services to be provided by Goodwyn Mills Cawood for Master Planning in the area around the Walnut Avenue/I-75/Market Street Interchange Area; and in the Area surrounding the Chattanooga Road/I-75 Interchange. The attached scope of work contains several possible planning project components with pricing associated with each, and a total estimate for services of \$325,000.



**Goodwyn Mills Cawood**

6120 Powers Ferry Road NW  
Suite 350  
Atlanta, GA 30339

T (770) 952-2481  
F (770) 955-1064

www.gmcnetwork.com

March 10, 2020

Mr. Jason Parker  
The City of Dalton  
City Manager  
300 West Waugh Street  
Dalton, GA 30720

REFERENCE: **The City of Dalton – Walnut Avenue & Rocky Face**

Mr. Parker,

Goodwyn, Mills and Cawood, Inc. (GMC) sincerely appreciates the opportunity to present this proposal to provide Professional Design and Planning services to the City of Dalton. This is an exciting opportunity for the city and one that will have a positive impact on the future of the community and enhance the vitality of the community!

This proposal is developed from our three previous meetings and subsequent discussions. We have developed this proposal as a menu and we are certainly willing to perform all or a portion of the services describe within. Further, we are flexible to adjust the scope and approach based on the preferences of the city.

**PROJECT APPROACH**

**Overview:** The GMC team believes it is in the best interest of the City of Dalton to invest time at the beginning of the project to capture all of the ideas of each member of city leadership and the key stakeholders. From this effort specific projects and action items will be developed to ensure immediate progress is realized by the City of Dalton. Our team is recommending a Four Step process.

**Step #1:** Kick-off Meeting with City Leadership

**Description:** The GMC team will meet with the city leadership to establish general parameters of the planning, redevelopment and beautification scope at Walnut Avenue and Rocky Face interchanges. Further, the team will discuss the appropriate stakeholders to attend each meeting outlined in Step #2.

**Step #2:** Vision and Goals

**Description:** GMC will lead the City of Dalton and the stakeholder’s team through a vision and goals process to establish the purpose and desired outcomes of each interchange and development region. The team will conduct two separate sessions focusing on each interchange separately - each session will take one day. After these sessions, GMC will process the information discussed and begin developing scope for specific projects, zoning code recommendations, regulatory agency coordination, ordinance adjustments and a list of action items required from the vision of the team.

**Step #3:** Schematic Design

**Description:** The GMC team acknowledges the City of Dalton’s desire to not simply plan, but have specific projects that can be advanced forward. The GMC team will work to develop schematic design (30%) documents for specific projects identified during the visioning and goals process. These projects could include streetscape, new roads, intersection improvement, interchange beautification, code / zoning changes, land planning and other similar projects. The purpose of schematic design is to allow projects to be advanced to a realistic phase while protecting the community from a significant investment before project



viability can completely be established. From our initial discussions we acknowledge the following projects that are desired by the City of Dalton team:

- A. Exit 333 Interchange Beautification and Bridge Improvement
  - GMC will design landscape improvements within the greenspace of the interchange and present options for improving the aesthetics of the bridge. This effort will include a survey for base mapping and design.
- B. Exit 336 Interchange Beautification and Bridge Improvement
  - GMC will design landscape improvements within the greenspace of the interchange and present options for improving the aesthetics of the bridge. This effort will include a survey for base mapping and design.
- C. Walnut Avenue Streetscape
  - Exit 333 Interchange to Dug Gap Road
  - Exit 333 to Dalton Convention Center
  - Landscape Improvement
  - Traffic Study
  - Survey
  - Lane Reduction Analysis & GDOT Coordination
- D. Market Street Streetscape
  - Landscaping Improvements & Lighting
  - Survey
- E. Congestion Relief Rear Access Road
  - Road Routing and Profile
  - Congestion Relief Analysis (See Walnut Traffic Study)
  - Survey
  - Environmental Impact Assessment
- F. Rocky Face Land Use Plan
  - There is more land available for development in this area and a more wholistic approach is recommended. Compared to Walnut Avenue where the development is more clearly defined and specific improvements are desired.
- G. Walnut Avenue Ordinances and Zoning Language
  - There is certainly a desire to address several items at Walnut Avenue. Specifically, signage, curb cuts and other zoning items.

Based on these projects, and others identified, GMC will work to deliver the schematic design to the City of Dalton and stakeholder team. This will include a cost estimate for construction and completion of design / construction inspection.

**Step #4: Final Document Delivery**

The GMC team will provide a summary document of the vision and goals session, schematic design of specific projects identified (includes presentation quality visuals), action items to complete projects and estimated budgets and schedules for each project. Further, GMC will assist the city in the general coordination of initiatives and pursuing funding / grant sources to support the vision of the City of Dalton.



## **COMPENSATION**

Based upon our experience with similar projects, lump sum compensation is proposed below. If desired, GMC can provide hourly rates for additional work desired by the City of Dalton.

**Step #1:** N/A

**Step #2:** \$55,000

**Step #3:**

- 3A: \$28,500
- 3B: \$28,500
- 3C: \$72,000
- 3D: \$20,500
- 3E: \$85,500
- 3F: \$15,000
- 3G: TBD based on desired scope and detail.
- 3Additional: other projects identified during the visioning sessions will be presented to the City of Dalton leadership team for their approval of scope and fee.

**Step #4:** \$20,000

### **Reimbursable Expenses**

Typical reimbursable expenses (reproduction, travel and postage) are included in the fee provided below. Expenses out of the ordinary will be discussed with the City of Dalton before a cost is incurred or an invoice sent from GMC.

### **Professional Models and Renderings**

Costs of any professional models, renderings and three-dimensional computer modeling authorized by the Owner will be considered a Reimbursable Expense.

### **Payment Schedule**

Monthly Based on Progress

## **FORM OF AGREEMENT**

Signed Letter

## **PROJECT DELIVERY METHOD**

To be determined.

## **SCHEDULE**

Our team believes that the planning, 30% design and summary presentation could be completed by the end of June 2020. This assumes starting the stakeholder meetings by the end of March 2020 / early April 2020 and a reasonable number of projects expected to be delivered at 30% design. Further, our team is available to explore code and zoning issues within this schedule. Specific items related to form based code or other detailed project requests could extend the schedule of specific action items.

## **KEY PERSONNEL**

The following are project personnel and job-related titles.

- Jim Teel - Project Director
- Courtney Reich, AICP - Planning Director
- John Bricken, LA - Landscape Architect
- John Averrett, P.E. - Electrical Engineering
- Bryant Poole - Transportation & GDOT Coordination
- Brittany Israel, P.E. - Environmental
- Kristin Nicholson - Utility Coordination



The GMC team enthusiastically looks forward to participating in this significant project and welcomes an opportunity to discuss any additional concepts or thoughts you may have regarding this Proposal. Once you have had a chance to review this, please let me know if you have any questions.

Sincerely,

Jim Teel  
**GOODWYN, MILLS AND CAWOOD, INC.**  
Regional Vice President - Georgia

Approved by:

---

Jason Parker  
Manager  
City of Dalton



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 3-16-20

**Agenda Item:** Proposal to Support Georgia Forward/GA Young Gamechangers

**Department:** Administration

**Requested By:** Jason Parker

**Reviewed/Approved by City Attorney?** N/A

**Cost:** \$50,000

**Funding Source if Not in Budget** General Fund, Others

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

Proposal to support GA Young Chambers to work persistent community issues and provide written recommendations. The group will consist of 50 individuals under age 40, one-third of which will be from the Dalton/Whitfield Community.

CITY ADMINISTRATOR  
JASON PARKER  
P.O. BOX 1205  
DALTON, GEORGIA 30722  
PHONE: 706-278-9500  
[jparker@daltonga.gov](mailto:jparker@daltonga.gov)  
[www.cityofdalton-ga.gov](http://www.cityofdalton-ga.gov)



MAYOR  
DAVID PENNINGTON

CITY COUNCIL  
GARY CREWS  
TYREE GOODLETT  
ANNALEE HARLAN  
DEREK WAUGH

TO: Mayor and Council of Dalton  
FROM: Jason Parker  
DATE: March 13, 2020  
SUBJECT: Proposal to Participate in and Support Georgia Young Gamechangers

Please accept this as a recommendation for the City of Dalton to support and participate in bringing the GeorgiaForward/GA Young Gamechangers program to Dalton. GA Young Gamechangers is “a leadership action program that brings together 50 of Georgia’s brightest minds under the age of 40, to help solve issues identified by a Georgia community. Each class works for six to eight months to generate big ideas and recommendations for persistent challenges which they present back to the community in the form of a written report at the conclusion of the program.” If approved, this would be the first community north of metro Atlanta to host the program, and the program would start around September 2020 and run into spring 2021. The GA Young Gamechangers recently completed work for the City of Monroe and Walton County.

One-third of the 50 participants will be from Dalton/Whitfield community, one-third from metro Atlanta, and one-third from greater Georgia.

This is a potential opportunity to significantly impact young professionals locally, as well as bring in many others, for a 6-8 month program in Dalton that also serves to get their input on specific issues we should work on to promote Dalton to entice more young professionals to possibly move here or come back after college.

If we commit, a steering committee of about 5 people would determine 4 challenge questions for the group and they are responsible for 2-3 big ideas under each challenge question.

There is a financial commitment of \$50,000 from the City, and the City could partially offset some of that investment through other partners. In addition, there will be an approximately \$25,000 cost for in-kind services, which will be coordinated by the Greater Dalton Chamber and Believe Greater Dalton organizations, for lodging, meals and other costs associated with meetings of the group in Dalton throughout the session.

Previous community reports from GA Young Gamechangers, and other information, are available at:

[www.georgiaforward.org/young-gamechangers](http://www.georgiaforward.org/young-gamechangers)

Sincerely

Jason Parker