



**MAYOR AND COUNCIL MEETING
MONDAY, FEBRUARY 21, 2022
6:00 PM
DALTON CITY HALL**

A G E N D A

Call to Order

Pledge of Allegiance

Approval of Agenda

Public Commentary: *(Please Complete Public Commentary Contact Card Prior to Speaking)*

Special Recognitions:

1. Recognition of Keep Dalton Whitfield Beautiful - Amy Hartline, Executive Director

Minutes:

2. Mayor and Council Minutes of February 7, 2022

New Business:

3. Contract for Landscaping Services with Thrive Outdoor, Inc., for Dalton Municipal Airport
4. Ratification of Task Order # 6 with Croy for Engineering Services at Dalton Municipal Airport
5. Engagement Letter with Mauldin & Jenkins for Cybersecurity Control Objections

Supplemental Business

Announcements

Adjournment



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 2-21-22

Agenda Item: Recognition of Keep Dalton Whitfield Beautiful

Department: DWSWA

Requested By: Andrew Parker

**Reviewed/Approved
by City Attorney?**

Cost:

**Funding Source if Not
in Budget**

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

Recognition of Keep Dalton Whitfield Beautiful for their work in 2020-2021 by the Keep Georgia Beautiful Foundation. Notable achievements were:

- Unveiling one of the largest sculptures in Dalton using recycled materials on Morris Street to celebrate Earth Day 2021;
- Cleaning up over 10,500 pounds of litter from local parks and roadways;
- Creating bilingual doorhangers in collaboration with Dalton Public Works to increase recycling participation and decrease contamination;
- Distributing six beautification micro-grants to local businesses across Whitfield County and two business beautification grants to local schools;
- Partnering with local girl scouts to reduce litter by over fifty percent in areas where unique artwork was placed around trash bins in public areas, including Burr Park, The Mill at Crown Gardens, and Haig Mill.

The Honorable David Pennington
Mayor
City of Dalton
dpennington@ais-ins.net

January 18, 2022

Mayor Pennington,

The Keep Georgia Beautiful Foundation (KGBF), along with its state and national partners, the Georgia Department of Community Affairs (DCA), the Georgia Environmental Protection Division (EPD), and Keep America Beautiful (KAB), would like to recognize the exemplary work of Keep Dalton Whitfield Beautiful (KDWB) from late 2020 through 2021. Despite pandemic-related challenges, KDWB continues to build vibrant public spaces as part of a national movement to improve and beautify communities across America. In Georgia, it's one of more than 70 local programs that strive to establish a clean, green future for all our residents. Notable achievements made by this affiliate over the past year include:

- Unveiling one of the largest sculptures in Dalton using recycled materials on Morris Street to celebrate Earth Day 2021
- Cleaning up over 10,500 pounds of litter from local parks and roadways
- Creating bilingual doorhangers in collaboration with Dalton Public Works to increase recycling participation and decrease contamination
- Distributing six beautification micro-grants to local businesses across Whitfield County and two business beautification grants to local schools
- Partnering with local girl scouts to reduce litter by over fifty percent in areas where unique artwork was placed around trash bins in public areas, including Burr Park, The Mill at Crown Gardens, and Haig Mill

In 2022, KDWB will be of vital importance as it continues to serve the community in innovative ways. We remain in full support of its efforts to help people and nature thrive.

With gratitude,



Lindsay Bridges
Board President
KGBF

Becky Lyons
Interim CEO
KAB

Christopher Nunn
Commissioner
DCA

Richard Dunn
Director
EPD

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
FEBRUARY 7, 2022

The Mayor and Council held a meeting this evening at 5:30 p.m. in the Council Chambers of City Hall. Present were Mayor David Pennington, Council members Dennis Mock, Annalee Harlan, Tyree Goodlett and Steve Farrow, City Administrator Andrew Parker and City Attorney Terry Miller.

CALL TO ORDER

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

APPROVAL OF AGENDA

On the motion of Council member Mock, second Council member Harlan, the Agenda dated February 7, 2022 was approved. The vote was unanimous in favor.

EXECUTIVE SESSION

On the motion of Council member Harlan, second Council member Mock, the Mayor and Council went into Executive Session at 5:31p.m. to discuss Personnel Matters and Potential Litigation. The vote was unanimous in favor.

On the motion of Council member Mock, second Council member Goodlett, the Mayor and Council came out of Executive Session at 6:01 p.m. No action was required or taken. The vote was unanimous in favor.

RESUMED REGULAR MEETING

PUBLIC COMMENTARY

There were no public comments.

SPECIAL PRESENTATIONS

Resolution of Hamilton Medical Center Recognizing the City of Dalton

President & CEO Jeff Myers and HMC Staff presented the Mayor and Council with a Resolution recognizing the City of Dalton for their support of Hamilton Medical Center and its patients and for volunteering the City's medically trained employees to temporarily staff the hospital to ensure that Hamilton Medical Center could continue operating at maximum capacity to fulfill its mission of compassionate care for all patients even during the highest peaks of the COVID-19 pandemic.

Dalton Area Convention & Visitors Bureau PowerPoint Presentation

Director of Tourism Margert Thigpen presented a PowerPoint presentation to the Mayor and Council regarding "looking back at 2021 and forward to 2022" of the Dalton Area Convention & Visitors Bureau. A copy of this presentation is a part of these minutes.

MINUTES

The Mayor and Council reviewed the Regular Meeting Minutes of January 18, 2022. On the motion of Council member Mock, second Council member Harlan, the minutes were approved. The vote was unanimous in favor.

SECOND READING - ORDINANCE 22-01 - AMEND ARTICLE II-HOTEL-MOTEL TAX

On the motion of Council member Farrow, second Council member Mock, the Mayor and Council adopted Ordinance 22-01, amending Article II of the Hotel-Motel Tax Revised Code Of 2001 Of The City Of Dalton For Purpose Of Incorporating Provisions Of H. B. 317 Of The 2021 Session Of The Georgia General Assembly Into The City's Regulatory Provisions; To Make Certain Technical Corrections To Section To 106-33 To Conform To The Tax Rate Specified In Section 106- 32; To Provide For Information Reporting Of Properties Within The City That Are Listed For Lodging Or Accommodations By A Marketplace Facilitator Or Marketplace Innkeeper As The Case May Be For Purposes Of Administration And Enforcement; To Provide Effective Date; To Provide For Severability; And For Other Purposes. The vote was unanimous in favor.

TRAFFIC CONTROL CHANGE - EAST MORRIS STREET FROM GLENWOOD AVENUE TO HENDERSON STREET

Public Works Project Engineer, T. Jackson Sheppard, E.I.T., presented the Traffic Control Change regarding a speed limit reduction on East Morris Street and Glenwood Avenue to Henderson Street. On the motion of Council member Mock, second Council member Farrow, the Mayor and Council approved the Change. The vote was unanimous in favor.

RIVERBEND ROAD STORMWATER PROJECT – CORRECTIVE ACTION PLAN, TEMPORARY & PERMANENT EASEMENTS, AND MEMORANDUM OF UNDERSTANDING

Project Manager Megan Elliott presented the Riverbend Road Stormwater Project – Corrective Action Plan, Temporary & Permanent Easements, and Memorandum of Understanding stating that the Corrective Action Plan will address existing stormwater capacity issue with the Public Right of Way. On the motion of Council member Harlan, second Council member Mock, the request was approved. The vote was unanimous in favor.

KRH ARCHITECTS DESIGN SERVICES AMENDMENT NO. 1 FOR THE NEW AQUATIC CENTER

City Administrator Andrew Parker presented Amendment No. 1 for the New Aquatic Center with KRH Architects Design Services. Parker stated the Amendment will authorize the following:

- Building site improvements will be constructed at James E Brown Park
- Owners budget increase from 20 million to 23 million
- Project delivery method will be construction manager at risk
- Cost percentage adjustment from 6% to 7% for the cost of the work related to construction of the pool, timing system and a scoreboard (ONLY)

On the motion of Council member Harlan, second Council member Goodlett, the Amendment was approved. The vote was unanimous in favor. A copy of this amendment is a part of these minutes.

PROFESSIONAL SERVICES AGREEMENT WITH GEO-HYDRO ENGINEERS, INC.

Project Manager Megan Elliott presented the Professional Services Agreement with Geo-Hydro Engineers, Inc. for Geotechnical Services at James Brown Park for a New Aquatic Center. Elliott stated the agreement is to complete the geotechnical engineering services needed to determine the specific ground water levels. On the motion of Council member Mock, second Council member Harlan, the Agreement was approved. The vote was unanimous in favor.

MBA CONSULTING ENGINEERS - HVAC EVALUATION FOR CITY HALL

Human Resources Director Greg Batts presented a proposal from MBA Consulting Engineers to provide engineering building assessment for the HVAC system at Dalton City Hall in the amount of \$3750.00. On the motion of Council member Mock, second Council member Harlan, the Agreement was approved. The vote was unanimous in favor.

PROFESSIONAL SERVICES AGREEMENT – BION SECURITY

IT Director Jorge Paez presented a Professional Services Agreement with BION Security for guidance in deploying networking equipment to best practices in security. Paez stated the cost of this service is \$25,000 and will be paid from the current IT FY2022 budget. On the motion of Council member Harlan, second Council member Goodlett, the Agreement was approved. The vote was unanimous in favor.

APPOINTMENT OF CHAD TOWNSEND TO POSITION OF PUBLIC WORKS DIRECTOR

On the motion of Council member Harlan, second Council member Goodlett, the Mayor and Council confirmed the Appointment of Chad Townsend as the new Public Works Director. The vote was unanimous in favor.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 6:44 p.m.

Bernadette Chattam
City Clerk

David Pennington, Mayor

Recorded
Approved: _____
Post



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: February 21, 2022

Agenda Item: Contract for Landscaping services at Dalton Municipal Airport

Department: Airport

Requested By: Andrew Wiersma

Reviewed/Approved by City Attorney? Yes

Cost: \$120,810 over 3 years or \$40,270/year

Funding Source if Not in Budget Airport Budget

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

Thrive Outdoor, Inc. was the lowest bidder in the Airport's January 2022 request for competitive sealed bids for a 3-year landscaping services contract at the Dalton Municipal Airport. Services include mowing of 75 acres of land, bush and flower bed maintenance, decorative tree maintenance, mulching, weeding, herbicide treatments, etc.

CONTRACT FOR SERVICES

THIS AGREEMENT is made this 1 day of March, 2022, between the City of Dalton, Georgia, a municipal corporation ("City"), with a principal place of business at 535 Elm Street, Dalton, Georgia, and Thrive Outdoor Inc. ("Contractor"), with a principal place of business at 2204 Airport Rd Fort Payne, AL 35968.

1. Term. This agreement will become effective on the date stated above and will continue in effect until the services provided for under this agreement have been performed, unless otherwise terminated as provided in this Agreement.
2. Services.
 - a. Contractor agrees to perform the services specified in the "Bid Package A" attached to this Agreement as Exhibit A and incorporated herein.
 - b. Contractor will determine the method, details, and means of performing the services described in Paragraph 2(a). Unless otherwise noted.
 - c. Contractor may, at Contractor's own expense and responsibility, employ any assistants that contractor deems necessary to perform the services required of Contractor by this Agreement. City may not control, direct, or supervise Contractor's assistants or employees in the performance of those services. Contractor's relationship to City shall be that of an independent contractor. Neither Contractor nor its employees shall have any right to participate in any City employee-benefit plan or program.
3. Consideration.
 - a. In consideration for the services to be performed by Contractor, City agrees to pay to Contractor as provided in Exhibit B, attached hereto and incorporated herein.
 - b. The City will reduce the compensation due under this Contract for any service week or weeks that the contractor fails to extend mowing under Exhibit A hereof according to a formula using 35 weeks as the number of weeks of service for the mowing season and dividing that number into the total annual bid price for services.
4. Obligations of Contractor.
 - a. Contractor agrees to devote the time, set forth in "Bid Package A Specifications", to the performance of the services described in this agreement. Contractor may represent, perform services for, and be employed by any additional clients, persons, or companies as Contractor, in Contractor's sole discretion, sees fit.
 - b. Contractor agrees that any services described in this Agreement that must be performed on City's premises will be performed during Contractor's chosen time.
 - c. Contractor will supply all manpower to perform these services.
 - d. Contractor agrees to provide workers' compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify City for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.
 - e. Contractor agrees to maintain a policy of insurance in the minimum amount of **\$1,000,000** to cover any negligent acts committed by Contractor or Contractor's employees or agents during the performance of any duties under this agreement. Contractor further agrees to indemnify and hold City harmless from any and all claims arising from any such negligent act or omission.
 - f. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Contractor without the prior written consent of City.
5. Obligations of City.
 - a. City agrees to give due consideration to all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement.
 - b. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by City without the prior written consent of Contractor.

6. Termination.

- a. Unless otherwise terminated as provided in this Agreement, this Agreement shall continue in force until the services provided for have been fully and completely performed and shall then terminate unless renewed in writing executed by both parties.
- b. This Agreement shall terminate automatically on the occurrence of any of the following events.
 - i. Bankruptcy or insolvency of either party.
 - ii. Sale of the business of Contractor.
 - iii. Death or dissolution of Contractor.
 - iv. Assignment of this Agreement by either party without the consent of the other party.
- c. If Contractor defaults in the performance of this Agreement or materially breaches any of its provisions, City, at City's option, may terminate this Agreement by giving ten (10) days written notification to Contractor. For the purposes of this section, material breach of this Agreement shall be determined in the reasonable discretion of the City.
- d. If City fails to pay Contractor all or any part of the compensation set forth in this Agreement on the date due, Contractor, at Contractor's option, may terminate this agreement if the failure is not remedied by City within ten (10) days after notice from Contractor that payment is overdue.

7. Miscellaneous

- a. Any notices to be given under this Agreement by either party to the other may be effected either by personal delivery in writing or by registered or certified mail, with postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement. However, each party may change the address for receipt of notice by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated at the time of delivery. Mailed notices will be deemed communicated two (2) days after mailing.
- b. This Agreement supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Contractor for city and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.
- c. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without.
- d. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia.

Executed at Dalton, Georgia on the date first written above.

CITY:

The City of Dalton, Georgia

By: _____.

Print Name: _____.

Title: Mayor_____.

CONTRACTOR:

By: _____.

Print Name: Lee Buffington_____.

Title: CEO_____.

EXHIBIT “A”

BID PACKAGE A

City of Dalton – Dalton Municipal Airport Landscaping Bid Package A Specifications

A. Term of services

- The contractor will provide landscaping services from Mar 1 – December 1 of each calendar year. The contract term is for 3 years beginning Mar 1, 2022 and extending until Dec 1, 2024.

B. Services to be Performed

- **Weekly Mowing: Beginning May 1 of each calendar year**, the public areas will be mowed once weekly (colored green on the attached map “Exhibit C” - approx. 5 acres). There shall be a maximum of 7 days allowed between mows of these areas, providing no less than 4 mows per calendar month. This includes weed eating arounds all areas that are unable to be mowed, edging all walkways and curbs, weeding (pulling weeds, not spraying with herbicides) all mulched beds and tree rings, and blowing off all walkways and pads. Any litter present in mowed areas should be collected and removed.
- **Bi-Weekly Mowing: Beginning May 1 of each calendar year**, the runway and taxiway areas (red areas on the attached map “Exhibit C” - approx. 70 acres) shall be mowed every-other-week. There shall be a maximum of 14 days between mows of these areas. Any litter present in these areas shall be collected and removed. This includes weed eating around lights, signs, ditches or soft areas that are unable to be mowed.
- **Weeds:** All walkways, pads, and mulched areas are to be kept free of weeds by the contractor. All mulched beds shall be hand-weeded to keep herbicides away from decorative plants and bushes. Absolutely no soil sterilant may be applied. Any weeds around the foundations of hangar buildings should be sprayed with herbicide as needed and removed when dead. Fence lines and pavement cracks should be sprayed with herbicide as needed to keep weeds under control. Any damage due to spills or other misuse of chemicals will be the sole responsibility of the contractor. Any loss of plant material due to negligence or misapplication will be reinstalled at the contractor’s expense.
- **Crape Myrtles:** Contractor shall prune crape myrtles (19 total) the first week of **March** for each calendar year (location specified on map “Exhibit C”).
- **Shrubs and Bushes:** The contractor will prune all shrubs and bushes in mulched beds, as needed, to maintain a well-groomed appearance at all times. The contractor is responsible for the removal of the clippings. Any shrub or bush that perishes must be replaced at the contractor’s expense.
- **Plant Flowers:** In **September** of each calendar year, a winter planting of pansies is to be installed in the beds immediately adjacent to the Terminal Building on both the road-side and aircraft ramp-side of the building. In late **April** or by the first of May, of each calendar year, these same beds are to receive an installation of summer annuals.
- **Mulching:** A layer of ground pine mulch will be applied to all shrubbery beds and tree rings, once annually. Only ground pine bark may be used. Absolutely no hardwood bark is permitted due the risk of fungal spores and disease organisms. Please use care when mowing, trimming, or mulching around trees. “Volcano” mulching is prohibited. Care will be required when mowing as not to push mulch into “volcanoes” above the root flares. Bumping or girdling bark mechanically with weed eaters or other machinery may lead to severe damage to trees. We

have a considerable investment in the trees planted on public property and it is our intent to protect and preserve each one, by all means available.

C. Additional contract requirements

- The contractor will provide three current references
- The contractor will honor special requests from the City of Dalton
- The service provider will bill monthly the City of Dalton, 300 West Waugh Street/PO Box 1205, Dalton, GA 30722; Attention: Kimberley Witherow (kwitherow@daltonga.gov).
- The contract period runs from March 1, 2022 – Dec. 1, 2024.
- Contractor should pay special attention to comply with the **Grounds Maintenance Policy** attached to these specifications.

EXHIBIT “B”

CONDITIONS AND TERMS OF PAYMENT

- The duration of this contract between the City and the Contractor will be for calendar years 2022, 2023, and 2024. At the end of calendar years 2022 and 2023, both the City and the Contractor must mutually agree to extend the contract work for another year at the contract bid price.
- Contractor’s Bid Price for each of these years are:

Total Bid = \$120,810.00

Year 1 (Mar 1-Dec 1, 2022): \$39,475.00

Year 2 (Mar 1-Dec 1, 2023): \$40,265.00

Year 3 (Mar 1-Dec 1, 2024): \$41,070.00

Note: The package shall be billed as follows:

Bid Package A =

Email Bill to:

Dalton Municipal Airport

Attn: Kim Witherow (kwitherow@daltonga.gov)

and Andrew Wiersma (awiersma@daltonga.gov)

- Contractor will submit monthly payment requests to the appropriate City Department at the beginning of each month. This billing will be for work performed the previous month and will be reviewed and approved by the City’s designees.

EXHIBIT "C"



DALTON MUNICIPAL AIRPORT GROUNDS MAINTENANCE POLICY

The following policies and guidelines are presented to assure maximum safety during grounds maintenance and grass mowing. Any variance from this policy should be approved by the Airport Manager.

- During periods of low visibility, all mowers, vehicles and personnel should remain well clear of the runway; a minimum of 100 feet. Vehicles should stay within the ramp area and off the taxiways during these times of low visibility.
- Service vehicles should never drive on or cross the runway.
- Mower operators and personnel on foot should always face oncoming runway and taxiway traffic, if possible, to see approaching aircraft. Personnel and mowers should move away from the edge of the pavement when an aircraft is actively taxiing, landing or taking off. Remain alert and maintain considerable space between mowers and incoming and outgoing airplanes.
- Every reasonable effort should be made to prevent clippings and debris from being discharged on the pavement. Mowers and vehicles should avoid tracking mud or debris on the pavement.
- Be careful mowing around the fragile runway lights. The contractor is liable for any damage to airport property.
- Service vehicles should remain on the pavement areas and are restricted from the unpaved areas.
- Service vehicles are permitted to park in spots designated by the Airport Manager for safe aircraft operation during service visits.
- High visibility clothing should be worn by all personnel.
- Any changes to the design or contents of the landscape, must be pre-approved by the City's Airport Manager.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: February 21, 2022

Agenda Item: Task Order for Engineering Services at Airport

Department: Airport

Requested By: Andrew Wiersma

Reviewed/Approved by City Attorney? No

Cost: \$157,181

Funding Source if Not in Budget Federal Grant

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

Task order #6 from Croy Engineering for professional services for Apron Pavement Rehabilitation - Phase II at the Dalton Municipal Airport. Scope of services includes project formulation, preparation of construction drawings and plans, the support services required to complete the design, bid phase services, contract documents, construction administration, inspection and observation services and coordination with the Georgia Department of Transportation, Aviation Programs. Total cost of these services is \$157,181. Project scope and fee has been reviewed and approved by GDOT. Project will be funded 100% by federal grant funds with no local match required.

TASK ORDER NUMBER SIX

This Task Order is made as of this 10th day of February, 2022, under the terms and conditions established in the MASTER AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES (the Agreement), between CITY OF DALTON (OWNER) and CROY ENGINEERING, LLC (ENGINEER). This Task Order is made for the following purpose, consistent with the Project defined in the Agreement:

*Professional Services for
Apron Pavement Rehabilitation – Phase II*

Section A - Scope of Services

The Engineering Design Services will consist of project formulation, preparation of construction drawings and specifications necessary to complete the project, the support services required to complete the design, and coordination with the Georgia Department of Transportation, Aviation Programs. The design services for the project at Dalton Municipal Airport are based on the findings of the GDOT provided July 2019 Pavement Management Report and will include the following elements of work:

Element 1 – Project Formulation and Coordination shall include;

1. The preparation of work scope and fees
2. A pre-design/scoping meeting with GDOT & the Sponsor
3. Preparing and assisting with the application for funding assistance
4. Preparation and submittal of Form 7460 to GDOT & FAA,
5. Coordination with regulatory agencies
6. Attend one (1) site visit to observe existing site conditions

Element 2 – Survey will consist of:

1. Field Data Collection will include the field time for a survey crew to locate and conduct a field run topographic survey of the existing apron and surrounding area. The scope of work shall include the following:
 - Begin site reconnaissance to determine survey limits and identify features to be located and take photos of the site as needed.
 - Establish survey control.
 - Identify storm drains or sewer drains in the survey limits to be located, prepare sketches, obtain invert, and pipe size & type information and direction of flow.
 - Begin field topographic survey, this is to be done on a 25' grid.
 - See Exhibit A for specific details of survey requirements.
 - Locate swales, ditches, storm and sewer structures and drains.
 - Locate power poles, guy anchors, guy poles, utility poles, wires, power boxes, and pads.
 - Locate visible water meters, gas meters, valves, hydrants, sprinkler heads.
 - Locate paint markings and stripes, aircraft tie downs, light poles and ground lights, EOP, etc.
 - Upon completion of field work analyze field survey data and notes.
 - Draft and prepare final topographic survey.

Element 3 – Geotechnical Evaluation will be performed by a sub-consultant to Croy and includes a geotechnical exploration in general accordance with FAA 150-5320-6F Airport Pavement Design and Evaluation and shall consist of predesign subsurface investigations for borings and soil samples in the existing apron and taxiway areas. It is anticipated that standard penetration test (SPT) data will be sufficient to evaluate soil strength and load carrying capability. Therefore, no Heavy Weight Reflectometer (HWD) testing will be performed. Please reference the sub-consultant proposal as attached. The scope consists of:

1. Conducting a visual reconnaissance of the site to observe the existing pavement conditions and look for indications of areas of geotechnical concern.
2. Hiring a private utility location company to locate utilities in the areas of the borings.
3. Coring the pavement at five (5) locations in the approximate locations shown in Exhibit B.
4. Drilling five (5) SPT borings at the cored location for depths of 10 feet or auger refusal, whichever occurs first.
5. Obtain three (2) bulk samples from auger cuttings. A bulk sample will be taken from each of the three areas shown on the boring plan (Exhibit B).
6. Run two (2) Proctor tests.
7. Run one (1) California Bearing Ratio (CBR) test.
8. Run in situ density tests on the Shelby tube samples and compare to our Proctor results in order to determine a relative percent compaction of the fill soils.
9. Run 5 grain size tests
10. Run 5 Atterberg limits tests.
11. Analyze the pavement cores for distresses.
12. Analyzing the field and laboratory data obtained.
13. Provide a written geotechnical report outlining the subconsultants findings, conclusions, and recommendations. This will include a pavement repair and design recommendations.

Element 4 – Construction Plans will consist of:

1. **Cover Sheet** listing the name of the airport, description of the project, vicinity and location maps, & project number.
2. **Summary of Quantities Sheets** listing the name pay item number, specification number, name of each pay item, unit of measure and estimated quantities determined during the design phase.
3. **General Notes** listing the overall project notes and any otherwise pertinent information to the project or project site as a whole.
4. **Project Layout and Construction Safety Phasing Plan** including a sketch of the airport, existing property lines, the airport operation area, contractor access route and staging area, and general project safety relative to the airport during construction.
5. **Existing Conditions and Demolition Plan** will show existing conditions provided by the surveys illustrating the current condition of the project site. These plans will also show the areas and items that are to be removed, relocated, cleared, etc. for the development of the project site.

6. **Grading Plans and Details** consists of the utilization of the topographic survey in refining the existing grading plan for the proposed apron rehabilitation, including the following:
 - a. Analysis and evaluation of existing apron slopes to ensure current FAA compliance.
 - b. Analysis and evaluation of areas to be removed and reconstructed.
 - c. Analysis and evaluation of areas to be milled and overlaid/reconstructed.
 - d. Analysis and evaluation of areas to receive crack seal and overlay
7. **Stormwater Plans and Details** Analysis and evaluation of the existing stormwater pipe underneath apron. Pipe will be visually inspected by camera to determine its condition. If replacement of the existing storm pipe is needed, project site will be analyzed for stormwater runoff and confirm size of pipe needed for replacement.
8. **Proposed Drainage Schedule** will show the breakdown of the stormwater system, identifying key information, components, and materials.
9. **Typical Sections** will delineate the width and typical makeup for the various sections of pavement included in the project.
10. **Paving and Jointing Plans and Details** will provide a layout of the paving for the rehabilitation or reconstruction including any joints with existing pavement to remain. The details for the pavement and joints will be included as support for the design.
11. **Pavement Marking and Striping Plans and Details** will provide a layout of the pavement marking and striping for the airfield and landside pavements and the details will support the layout.
12. **Construction Details** will be provided to support the design

Element 5 – Contract Documents (booklet) including the advertisement for bids, instructions to bidders, bid documents, contract documents, bid bond, performance bond, payment bond, and Federal Aviation Administration (FAA) and/or Georgia Department of Transportation (GDOT) specifications to include Special Provisions to published specifications. This element shall include preparation of an engineering cost estimate for the project.

Element 6 – Engineers/Design Report shall include a detailed description of the project construction, design calculations, and discussion of rationale for design decisions for the maintenance and reconstruction repairs for the various areas of the project design.

Element 7 – Coordination, Review, and Comments will be addressed throughout the duration of the project through team, client, and agency coordination and meetings. GDOT comments will be addressed after the 60% and 90% submittals to GDOT.

The design will be completed within Sixty (60) business days from the Notice to Proceed.

This project will be designed in accordance with the provisions of the Federal Aviation Administration (FAA) Advisory Circular 150/5300-13A, dated 2/26/2014. All construction details will conform to FAA Specifications and indicate published specification reference. GDOT Specifications will be used in absence of FAA Specifications with approval by agency.

Deliverables will consist of one (1) set of electronic Plans and Specifications to GDOT for review and comment prior to the bidding phase, one (1) set of the final plans and specifications, one (1) electronic copy of the final plan set in PDF format, and one (1) electronic copy of the plan set in

AutoCAD format will be provided to GDOT for the final submittal. The 7460 and CSPP documents will be submitted to GDOT for review prior to initial submittal to FAA.

Element 8 - Bid Phase Services shall include preparation of advertisement for bids, response to contractor questions during the bidding process, receipt of bids at a scheduled bid opening, preparation of the bid tabulation, and recommendation of award to the lowest responsive bidder.

Element 9 – Construction Administration Services shall include the following:

1. Engineering Services to include review of contractor submittals for acceptance of materials.
2. Attend and conduct Pre-Construction Meeting
3. Two (2) periodic site visits to observe the progress and inspect the quality of the executed work.
4. Provide response to Contractor questions and/or "requests for information"
5. Conformance to federal requirements (as delineated in the contract documents) including:
 - a. Review and approval of weekly payroll for contractors and sub-contractors.
 - b. Review and approval of employee wage rates and interviews.
 - c. Review of DBE submittals and forwarding to the State.
6. Contractor submitted pay application review and recommendation for processing.
7. Final Inspection shall include one (1) site visit to determine if the project was satisfactorily constructed in accordance with the plans and specifications.
8. One (1) follow up site visit to the Final Inspection to review any corrective work items included on the punch list and preparation of a Final Inspection Report.
9. Close-Out Documentation
 - a. Review and approval of pay requests and invoicing
 - b. File project records (materials testing results, daily reports, etc.)

Element 10 – Construction Inspection/Observation Services shall include the following:

1. Full-time daily observation and reporting for 45 calendar days base bid.
2. Hotels for 5 nights/week for a total of 6.5 weeks for Inspector, plus per diem for 37 days.
3. Time and expenses for attendance at pre-construction meeting, final inspection and follow up site visit for punch list items.

Element 11 – Record Drawings and Final Engineer's Report shall include the following:

1. Preparation of record drawings showing the as-built conditions utilizing data to be supplied by the contractor.
2. Preparation of a Final Engineer's Report detailing the construction activity upon project completion.

Project Scope Exclusions

- ALP Update Services
- Sediment and Erosion Control Design Services
- Electrical Design Services
- Preparation and submittal of a CatEx.
 - GDOT will produce the CatEx for this project.

- Monthly update report(s) to the GDOT Project Manager identifying the aspects of the project that have been accomplished or focus on during the preceding month.
- Environment Services
- This proposal does not include the following items: easement exhibit plats, , Boundary survey or ties to property lines, engineering work, ALTA Survey, recording the survey, Boundary line Disputes, preparation of legal descriptions, dividing property, court costs stemming from a boundary dispute, additional field work due to lack of evidence, re-staking of any features originally placed on the ground by our crews, fees associated with accessing property, easements not of record or underground utility locations, any efforts associated with rezoning the property, environmental Phase 1 considerations, Croy personnel will not perform any Subsurface Utility Engineering Level A or B utility locations.
- Review of existing conceptual design from previous consultant.

Section B - Schedule

ENGINEER shall perform the Services and deliver the related Documents (if any) according to the following schedule:

Project Initial Coordination Meeting	NTP Date
Survey Work to Begin	NTP Date + 5 Days
GDOT 60% Plan Set Submittal	NTP Date + 20 Days
GDOT 60% Review Comments Returned	NTP Date + 30 Days
GDOT 90% Plan Set Submittal	NTP Date + 40 Days
GDOT 90 % Review Comments Returned	NTP Date + 50 Days
100% Plan Set Submittal with Responses to GDOT Comments	NTP Date + 60 Days

Work shall begin within ten (10) days of the notice to proceed. A signed copy of this Task Order will serve as ENGINEER's notice to proceed.

Section C - Compensation

1. In return for the performance of the foregoing obligations, OWNER shall pay to ENGINEER the amount of \$157,181, payable according to the following terms:

- Invoicing will be submitted monthly for work completed to-date.
- A lump sum fee applies for each task as follows, and shall be billed based upon percentage of work completed to-date. Expenses for services such as mileage, document reproduction, permit application fees, shipping costs, etc. are not included in the lump sum fee, and shall be billed separately as a reimbursable expense. The lump sum fee and estimated budgets for expenses are as follows:

Element 1 – Project Formulation	\$ 6,739
Lump Sum Fee:	\$ 6,552
Estimated Expenses:	\$ 187

Element 2 – Survey Work	\$ 6,582
Lump Sum Fee:	\$ 6,321
Estimated Expenses:	\$ 242
Element 3 – Geo-Technical Investigation	\$ 14,389
Lump Sum Fee:	\$14,389
Estimated Expenses:	\$ 0
Element 4 – Construction Plans	\$ 29,670
Lump Sum Fee:	\$29,470
Estimated Expenses:	\$ 200
Element 5 – Contract Documents	\$ 6,540
Lump Sum Fee:	\$ 6,465
Estimated Expenses:	\$ 75
Element 6 – Engineer's/Design Report & As-Builts	\$ 4,486
Lump Sum Fee:	\$ 4,411
Estimated Expenses:	\$ 75
Element 7 – Coordination, Review and Comments	\$ 4,015
Lump Sum Fee:	\$ 3,940
Estimated Expenses:	\$ 75
Element 8 – Bid Services	\$ 7,482
Lump Sum Fee:	\$ 7,482
Estimated Expenses:	\$ 200
Element 9 – Construction Administration Services	\$ 24,682
Lump Sum Fee:	\$ 23,832
Estimated Expenses:	\$ 850
Element 10 – Construction Inspection Services	\$ 52,617
Lump Sum Fee:	\$ 47,668
Estimated Expenses:	\$ 4,949
TOTAL FEE \$157,181	

2. Compensation for Additional Services (if any) shall be paid by OWNER to ENGINEER according to the following terms: Compensation for additional services shall be paid by the OWNER to the ENGINEER per the Croy Engineering Standard Hourly Rate Schedule attached to this Proposal.

Section D - Owner's Responsibilities

OWNER shall perform and/or provide the following in a timely manner so as not to delay the Services of ENGINEER. Unless otherwise provided in this Task Order, OWNER shall bear all costs incident to compliance with the following:

N/A

Section E - Other Provisions

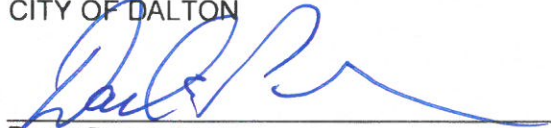
The parties agree to the following provisions with respect to this specific Task Order:

N/A

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

OWNER:

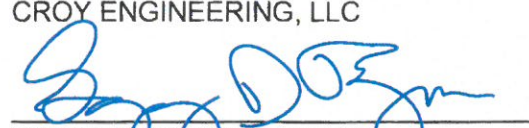
CITY OF DALTON



David Pennington
Mayor

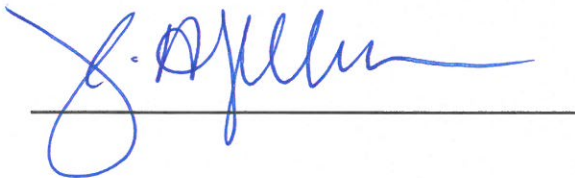
ENGINEER:

CROY ENGINEERING, LLC



GREGORY D. TEAGUE, P.E.
President

ATTEST:



ATTEST:


PATRICK T. LENTON, P.E.
Director of Professional Services

Exhibit "B" Hourly Rate Schedule**Croy Engineering, LLC
STANDARD HOURLY RATES**

Principal	\$234.31
Project Manager	\$199.02
Engineer 3	\$188.25
Engineer 2	\$165.57
Engineer 1	\$146.53
Designer 2	\$127.36
Designer 1	\$118.12
Tech 2	\$108.25
Tech 1	\$103.18
CADD Operator	\$95.53
Admin	\$88.71
Field Rep 3	\$120.53
Field Rep 2	\$102.75
Field Rep 1	\$98.38
RLS/Survey Manager	\$191.03
Crew (2-Person)	\$177.49
Crew (3-Person)	\$239.08

Please note that expenses such as mileage, document reproduction, permit application fees, shipping costs, etc. are not included in the fees above, and shall be billed separately as a reimbursable expense.

Kim Witherow

From: Andrew Wiersma
Sent: Thursday, February 10, 2022 12:50 PM
To: Andrew Parker
Cc: Kim Witherow
Subject: Task Order
Attachments: 2106.005 - Dalton Apron Rehab Task Order 6 - Signed by Croy.pdf

Hi Andrew,

The attached task order from Croy needs to be signed by the Mayor for them to begin the engineering work on our Ramp Rehab Phase II. This project will be funded 100% by Federal dollars, with no local match required. Let me know if we need to wait for the next M&C meeting, but I thought since there is no local match, perhaps it wasn't necessary. Thanks!

Best,

Andrew Wiersma

Airport Manager
Dalton Municipal Airport
City of Dalton, GA
awiersma@daltonga.gov
706-618-4384





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 2-7-22

Agenda Item: Engagement Letter with Mauldin & Jenkins

Department: Finance

Requested By: Cindy Jackson

Reviewed/Approved by City Attorney? Yes

Cost: \$35,000

Funding Source if Not in Budget In Finance Budget

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

As a part of the City's Independent Audit FY 2021, Mauldin & Jenkins will perform a review of the City's cybersecurity control objectives. At the end of the review, they will publish a report that will identify and gaps in controls and recommendations for improving the City's controls to meet it's cybersecurity control objectives.