



**MAYOR AND COUNCIL MEETING
MONDAY, APRIL 15, 2019
6:00 PM
DALTON CITY HALL**

A G E N D A

WORK SESSION – 5:30 P.M. – COUNCIL CHAMBER

1. Review of Agenda

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

Call to Order

Pledge of Allegiance

Approval of Agenda

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

Proclamations:

- [2.](#) Certificates of Appreciation to the Concerned Clergy of Dalton-Whitfield County

Minutes:

- [3.](#) Mayor and Council Regular and Work Session Minutes of April 1, 2019

New Business:

- [4.](#) **Dalton-Whitfield Planning Commission Recommendation:**

To amend the Dalton, Varnell and Whitfield County Unified Zoning Ordinance to allow warehouse distribution within the Transitional Commercial (C-4) zone district under certain conditions.

- [5.](#) Contract with iVision for Network Storage Refresh
- [6.](#) Contract for Services with C.W. Matthews Contracting Co, Inc. for the Waugh Street Bridge Header/Joint Reconstruction and Misc. Repairs Project
- [7.](#) Professional Services Agreement with Southeastern Engineering, Inc. (SEI) - Engineering Services for Emergency Slope Failure Stabilization Design on Botany Woods Drive
- [8.](#) Professional Services Agreement with Southeastern Engineering, Inc. (SEI) for Guardrail Replacements/Installations at Various Locations

[9.](#) Acceptance of Warranty Deed from Hamilton Medical Center

[10.](#) Resolution Recognizing Georgia Cities Week April 21-27, 2019

Supplemental Business:

Announcements:

In celebration of Georgia Cities Week, the City of Dalton will host a Picnic in the Park on Thursday, May 2, 2019, 11AM-1PM at Burr Park. The public is invited to attend.

Adjournment

CERTIFICATE OF APPRECIATION



On behalf of the Mayor and Council of the City of Dalton, Georgia
I am delighted to extend my sincere congratulations to

BISHOP RUBEN GRAHAM

On the occasion of your

**37 YEARS OF MINISTRY AT
TRUE GOSPEL PENTECOSTAL CHURCH**

We commend you for your steadfast Christian leadership over the years and thank you for your commitment to provide spiritual guidance, leadership and comfort to your congregation, as well as offering your friendship, prayers and support for the City of Dalton.

*In witness whereof I have hereunto set my hand
and caused the seal of this city to be affixed on this 15th day of April, 2019.*

Mayor Dennis Mock

CERTIFICATE OF APPRECIATION



On behalf of the Mayor and Council of the City of Dalton, Georgia
I am delighted to extend my sincere congratulations to

DR. BENNIE TIBBS

On the occasion of your

**32 YEARS OF MINISTRY AT
HOLY GOSPEL TEMPLE CHURCH**

We commend you for your steadfast Christian leadership over the years and thank you for your commitment to provide spiritual guidance, leadership and comfort to your congregation, as well as offering your friendship, prayers and support for the City of Dalton.

*In witness whereof I have hereunto set my hand
and caused the seal of this city to be affixed on this 15th day of April, 2019.*

Mayor Dennis Mock

CERTIFICATE OF APPRECIATION



On behalf of the Mayor and Council of the City of Dalton, Georgia
I am delighted to extend my sincere congratulations to

DR. NICKY PAUL STARLING

On the occasion of your

**33 YEARS OF MINISTRY AT
THE NEW HARVEST CHURCH OF MINISTRIES**

We commend you for your steadfast Christian leadership over the years and thank you for your commitment to provide spiritual guidance, leadership and comfort to your congregation, as well as offering your friendship, prayers and support for the City of Dalton.

*In witness whereof I have hereunto set my hand
and caused the seal of this city to be affixed on this 15th day of April, 2019.*

Mayor Dennis Mock

CERTIFICATE OF APPRECIATION



On behalf of the Mayor and Council of the City of Dalton, Georgia
I am delighted to extend my sincere congratulations to

DR. STEPHEN THOMAS

On the occasion of your

**32 YEARS OF MINISTRY AT
COMMUNITY FELLOWSHIP CHURCH OF MINISTRIES**

We commend you for your steadfast Christian leadership over the years and thank you for your commitment to provide spiritual guidance, leadership and comfort to your congregation, as well as offering your friendship, prayers and support for the City of Dalton.

*In witness whereof I have hereunto set my hand
and caused the seal of this city to be affixed on this 15th day of April, 2019.*

Mayor Dennis Mock

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
WORK SESSION
APRIL 1, 2018

The Mayor and Council held a Work Session this evening beginning at 5:30 p.m. in the Council Chambers of City Hall. Present were Mayor Dennis Mock, Council Members Denise Wood, Annalee Harlan and Gary Crews, City Administrator Jason Parker, Attorney Terry Miller and several department heads. Council member Tyree Goodlett was absent.

AGENDA REVIEW

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

HVAC Renewal Agreement with EMCOR

Human Resources Director Greg Batts explained to the Mayor and Council that the HVAC Renewal Agreement with EMCOR for 100 South Hamilton Street is an annual renewal agreement with no increased cost.

CONTRACT FOR CITY ATTORNEY SERVICES

City Administrator Jason Parker presented the Mayor and Council with a Contract for City Attorney Services, outlining the details of the annual contract including that the rate of pay is \$150.00 per hour.

PUBLIC WORKS – MT. SINAI - BOTANY WOODS DRIVE ROAD REPAIRS

Public Works Director Benny Dunn and Assistant Public Works Director Andrew Parker presented a presentation (with pictures) to the Mayor and Council regarding the emergency repair work needed to fix a lane on Botany Woods Drive that has been increasingly sliding off the slope of the mountain. Parker stated that after hiring a geotechnical engineer, the report advised that repairs are crucial and should be immediate or it could threaten the ingress and egress of the 18 residents above the road failure. Dunn stated the repair will be costly and his department is working to secure a structural engineer that has specific knowledge of this type work to design a wall. Dunn stated after receiving the cost of the repairs, he will report to the Mayor and Council.

BRASS HOLDINGS ANNEXATION

Rusty Lount and Brandon Harrison came before the Mayor and Council to answer any additional questions regarding their plans for new construction of houses on Crow Valley Road if annexed into the City.

After a lengthy discussion, Council member Denise Wood stated at this time the Council still has un-answered questions from other governmental entities and the Council wishes to study the current lot sizes in different zoning classifications and the Comprehensive Plan prior to making a final decision on the annexation. Council member Annalee Harlan concurred.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 5:58 p.m.

Bernadette Chattam
City Clerk

Dennis Mock, Mayor

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
APRIL 1, 2019

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

APPROVAL OF AGENDA

The Mayor and Council reviewed the agenda, on the motion of Council member Wood, second Council member Harlan, the Mayor and Council tabled action on item #5 Dalton Whitfield Planning Commission Recommendation and item #7 Professional Services Agreement with Southeastern Engineering, Inc. and approved the agenda. The vote was unanimous in favor.

PUBLIC COMMENTARY

There was no public commentary.

PLEDGE OF ALLEGIANCE

Mayor Mock led the audience in the Pledge of Allegiance.

SPECIAL RECOGNITION

Fire Department

Captain Mike Russell recognized Engineer Dale Reed as the 2019 Fire Fighter of the Year for providing outstanding services to the department and contributed to the overall safety to the community.

MINUTES

The Mayor and Council reviewed the Work Session Minutes and Regular Meeting Minutes of March 18, 2019. On the motion of Council member Crews, second Council member Wood, the minutes were approved. The vote was unanimous in favor.

Dalton-Whitfield Planning Commission Recommendation

Ordinance 19-01

Ordinance 19-01 was tabled regarding the Request of Brass Holdings to annex a tract of land totaling 3.14 acres, zoned High Density Residential (R-7) and located at 1556 Crow Valley Road into the City of Dalton (Parcel 12-147-01-0001).

Professional Services Agreement with Southeastern Engineering, Inc. for Guardrail Replacement/Installations at Various locations.

This item was tabled.

HVAC RENEWAL AGREEMENT WITH EMCOR FOR 100 SOUTH HAMILTON STREET

On the motion of Council member Wood, second Council member Harlan, the Mayor and Council approved the HVAC Renewal Agreement with EMCOR with no additional cost for 100 South Hamilton Street. The vote was unanimous in favor.

2019 ALCOHOL BEVERAGE APPLICATIONS

On the motion of Council member Harlan, second Council member Crews, the Mayor and Council approved the following applications:

Business Owner: Jesus, Quintero
d/b/a: Las Chikas Bar
Applicant: Jesus, Quintero
Business Address: 600 MLK St Suite A
Type: Pouring Beer
Disposition: **New**

Business Owner: The Thinkers, Inc
d/b/a: Road Runners
Applicant: Heta Patel
Business Address: 1016 N. Glenwood Ave
Type: Package Beer, Package Wine
Disposition: **New**

The vote was unanimous in favor.

CONTRACT FOR CITY ATTORNEY SERVICES

The Mayor and Council reviewed an annual Contract for City Attorney Services between the City of Dalton and Mitchell and Mitchell PC. At a rate of \$150.00 per hour. On the motion of Council member Wood, second Council member Harlan, the Council authorized the Mayor to execute the contract. The vote was unanimous in favor.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 6:07 p.m.

Bernadette Chattam
City Clerk

Dennis Mock, Mayor

Recorded
Approved: _____
Posted: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 4/15/2019

Agenda Item: The request of the staff to amend the Dalton, Varnell and Whitfield County Unified Zoning Ordinance to allow warehouse distribution within the Transitional Commercial (C-4) zone district under certain conditions.

Department: Planning and Zoning

Requested By: Ethan Calhoun

Reviewed/Approved by City Attorney? No

Cost: N/A

Funding Source if Not in Budget N/A

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

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

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

MEMORANDUM

TO: Whitfield County Board of Commissioners
Mark Gibson
Robert Smalley
Jean Price-Garland

City of Dalton Mayor and Council
Jason Parker
Kim Witherow
Jim Bisson

City of Varnell Mayor and Council
Mike Brown

FROM: Jim Lidderdale
Chairman

DATE: April 1, 2019

SUBJECT: The request of the Planning and Zoning Staff to update and amend sections of the Dalton-Whitfield-Varnell Unified Zoning Ordinance.

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on March 25, 2019 at 6:00 p.m. at the Whitfield County Administrative Building #2, 214 West King Street. A portion of the agenda included a public hearing concerning the above matter. A quorum of five members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met.

The petition was represented by Ethan Calhoun, the staff planner and secretary of the Planning Commission.

Public Hearing Summary:

Mr. Calhoun summarized the staff analysis which was in favor of the recommended text amendment and stated that the reason for this amendment was sparked by a request within the City of Dalton that prompted staff to consider the proposed text amendment as a viable solution.

With no other comments heard for or against this hearing closed at 7:27

Recommendation:

Chairman Lidderdale sought a motion on the requested text amendments. **Mr. Minor then made a motion to recommend the text amendments based on his agreement with the content of the staff analysis. Mr. Thomas seconded the motion and a unanimous recommendation to approve the requested text amendments followed, 4-0.**

Permitting Warehouse Distribution Center within the Transitional Commercial zone district

2019 Proposed Text Amendments - Dalton, Whitfield, Varnell Unified Zoning Ordinance				
Amendment	Purpose	Text Section	Current Text	Revised/Amended Text
1	Permit Warehouse Distribution Centers within C-4	Permitted Use Table Page 7 of 7	Permitted in Zones M-1, M-2, and C-2	Permitted in C-4
2	Place additional requirements on Wholesale Trade, Warehouse Distribution Facilities permitted within C-4	Additional Requirements Section 4-6-34	None	<ol style="list-style-type: none"> 1. Wholesale Trade, Warehouse and Distribution Facilities are only permitted for existing commercial or industrial structures within the C-4 zone district. 2. No Wholesale Trade, Warehouse or Distribution Facility in excess of 10,000 square feet will be permitted within the C-4 zone district.

STAFF ANALYSIS
TEXT AMENDMENTS FOR
UNIFIED ZONING ORDINANCE

March 2019

(Referencing the attached spreadsheet for details)

The Unified Zoning Ordinance was adopted by Dalton, Varnell, and Whitfield County in July and August of 2015. Since that time the staff, who works to administer the Ordinance on a daily basis, identified needed corrections or clarifications, and identified oversights, all for the purpose of improving the context and readability of the zoning text.

The resulting text changes, as proposed, are listed in a spreadsheet (attached) that identifies the current text or current zoning, then proposes the corrected text or new zoning. The legal advertisement ran on Friday, March 8, 2019; copies of the proposed amendments were made available to the public in the Office of the Whitfield County Board of Commissioners, and in the Clerk's Office at Varnell City Hall as of Monday March 18, 2019.

Proposed Text Amendments: The proposed text amendments are numbered in sequence with the affected Section or passage identified in the third column. The spreadsheet also shows you the current language of the ordinance (column 4), then provides the proposed language in the last column to the right. For the staff, the proposed amendments are considered clean-up and clarification of past ordinances in the new format of the Unified Zoning Ordinance. It remains possible that more amendments may be found and a new list will be started by the staff as we move forward with administration. Maintaining an effective ordinance is part of the process.

Just as a note, the advertisement and the availability of the proposed amendments for public review is part of the process. Simultaneously, consideration of additions all the way through the public hearing is possible. If a citizen presents a proposed change at the public hearing, then consideration of that proposal, yea or nay, is part of the process. Any such additions will be highlighted and the paperwork following the public hearing will be thorough in identifying the proposed amendments in their final form in readiness for final action by each government participating in the Unified Zoning Ordinance.

Staff Recommendation: The proposed text amendments are recommended for adoption to modify the ordinance text in order to allow for the use of existing commercial or manufacturing structures for Wholesale Trade, Warehouse and Distribution Facilities within the Transitional Commercial zone district (C-4). This amendment is recommended in order to allow for the previously mentioned uses to occur due to the number of existing commercial and industrial structures within the area surrounding downtown Dalton in the C-4 zone district. Due to the recommended additional requirements that limit the size of the facility as well as only permitting these uses within existing structures, there is no concern that this amendment would compromise the continued revitalization of Downtown Dalton.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 04/15/2019

Agenda Item: Contract with iVision for Network Storage Refresh

Department: Technology

Requested By: Darin Waldrop

Reviewed/Approved by City Attorney? Yes/No

Cost: \$99,143.31

Funding Source if Not in Budget 2019 IT Capital Outlay

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

Quote and Contract with iVision for replacement and configuration of new Network Storage System. The system will increase our current capacity and provide Disaster Recovery for critical data in the City.

Storage Refresh - NetApp

Statement of Work

Prepared for
City of Dalton



Engagement Number: 40322

February 6, 2019

City of Dalton
300 West Waugh Street
Dalton, GA 30719

This Statement of Work ("SOW") is entered into as of this _____ day of _____, 2019 (the "Effective Date") by and between iVision, Inc. ("iVision"), located at 1430 West Peachtree Street, Atlanta, GA 30309; and City of Dalton ("Client"), located at the address above (each of iVision and Client, a "Party" and together, the "Parties") and in keeping with our existing Master Services Agreement.

Project Summary

The City of Dalton and Dalton Police Department have storage environments that require a hardware refresh. The current IBM storage platform was purchased in 2006 and has reached end of life. The environment requires additional capacity and performance, and IT leadership also wants to consolidate the Dalton PD environment into the City of Dalton data center. The Dalton PD datacenter will act as an offsite replication target for disaster recovery.

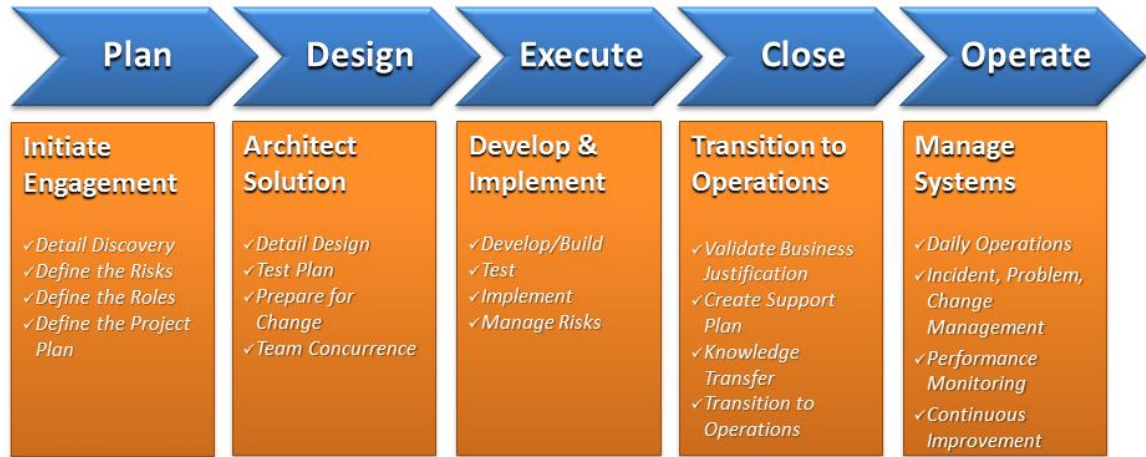
iVision has been asked to provide a quote and services to replace the IBM storage array at each location with NetApp enterprise class storage. iVision proposes a NetApp All Flash array for the City of Dalton data center, and a NetApp Hybrid array for the Dalton PD. This will provide additional performance and capacity for consolidated data center, and provide for a highly resilient, budget friendly platform for the Dalton PD.

This SOW will include the following:

- Architecture workshop to define the networking VLAN architecture to align with NetApp best practices
- Installation and configuration of an AFF A220 platform in the City of Dalton and a FAS 2720 platform for Dalton PD.
 - The A220 will require 10Gb SFP+ copper connectivity
 - The FAS2720 will use traditional 1Gb RJ45 connections
- Installation and configuration of NetApp SnapCenter to manage the VM snapshot replication between City of Dalton and Dalton PD.
- Assist with VM level migration of VM's from IBM to NetApp
- Configuration VM level replication from City of Dalton to Dalton PD

Our Project Approach

The iVision Momentum Delivery Framework



The **iVision Momentum Delivery Framework** is a powerful methodology used to deliver all iVision projects. It is based on the PMI project delivery phases for a solid and predictable delivery methodology. The Framework also leverages concepts from the Information Technology Infrastructure Library to bring focus on the concept of implementing a service into an organization. This Service based approach focuses the iVision consultants on the delivery of a service and all the related business implications of doing so. Each iVision Consultant / Engineer is trained on this framework and leverages Momentum to ensure consistent results across the entire life cycle of a solution. The full life cycle of a solution is as follows:

1. **Plan.** During this phase, the project strategy, objectives, requirements and success criteria are defined, the team is assembled, and a project plan is developed.
2. **Design.** In the Design phase, the solution design is drafted and approved.
3. **Execute.** During this phase, the design is typically phased into production following the approved testing and change management plans resulting in achievement of success criteria established in the “Plan” phase.
4. **Close.** In this phase the original business justification is validated and formal acceptance by the operations team is achieved. All documentation and maintenance procedures are turned over to Client.

Operations. This is an iterative process that focuses on continuous improvement of the service through review of availability, capacity and performance metrics. This is the process of aligning the service to meet business objectives based on continual change in a Client’s environment.

Detailed Activities

The following represents the activities that iVision will perform as part of this project as well as the expected Client responsibilities pertaining to this project:

iVision Activities

- ✓ **Architecture Workshop** – iVision will facilitate an architecture workshop to discuss recommended modifications to the current flat network architecture to create dedicated storage vLANs for the storage environment.

Note: SOW does not include time for iVision to configure the network changes. A Change Order would be required to implement the recommended changes.

- ✓ **Installation and Configuration** – iVision will install and configure a AFF A220 (City of Dalton) and FAS2720 (Dalton PD) according to NetApp Best Practices. The configuration will include the following:
 - Rack and Stack
 - ONTAP upgrade to most current GA version
 - Network configuration (NetApp side)
 - Storage layout and provisioning of capacity
 - Create NetApp NFS volumes and present to VMware
 - CIFS Configuration and namespace migration
 - Setup Auto-Support
 - System Manager
 - Unified/Performance Manager

- ✓ **NetApp SnapCenter** – iVision will install and configure NetApp SnapCenter to manage Snapmirror replication

Note: Client must provide a fully patched Windows VM for SnapCenter

- ✓ **VM Migration** – iVision will assist Dalton IT with VM migration from the IBM storage array to the NetApp storage. The migration will utilize VMware Storage vMotion for all VMs. iVision will evaluate the best method to migrate the Dalton PD VMs across the 10 Mb circuit.
- ✓ **CIFS Migration** – iVision will assist Dalton IT with CIFS migration from the current NAS platform. This migration will utilize a technology similar to RoboCopy.

Note: Client will be responsible for reconnecting user file shares after migration

- ✓ **Replication** – iVision will setup and initiate VM replication between City of Dalton and Dalton PD. Replication options may include NetApp SnapMirror and/or VMware vSphere Replication
 - ✓ **Knowledge Transfer** – iVision will provide up to four (4) hours for knowledge transfer and general NetApp training.
-

Resource Management

- ✓ Schedule & Manage Project Resources
- ✓ Weekly checkpoint

Financial Management

- ✓ Track budget to actual
- ✓ Review & post time for billing purposes

Project Status Reports

- ✓ High level project indicators – time, budget, issues
- ✓ Tasks completed in current period & planned for next
- ✓ Budget review
- ✓ Issue tracking

Issue/Risk Management

- ✓ Track issues uncovered, and resolution

Client Responsibilities

- ✓ Provide access to data centers
 - ✓ Provide remote access, as required
 - ✓ Provide a fully-patched Windows VM for SnapCenter installation
 - ✓ Enact recommended networking changes, if possible
 - ✓ Data validation and user testing of migrated VMs
-

Documentation Deliverables

iVision will provide the following documentation as part of this engagement:

- ✓ **Weekly Status and Work Effort Reports** – The project team will be responsible for providing weekly status and work efforts reports to Client’s project liaison.
 - **Format:** Email
- ✓ **As-Built Document** – iVision will provide As-Built documentation for the NetApp environment. If feasible, iVision will integrate into the VMware environment documentation
 - **Format:** Microsoft Word
- ✓ **Project Closure Documentation**
 - **Format:** Microsoft Word

Engagement Assumptions

- Data centers have appropriate power, rack space, and cooling for new equipment
- Core switching has four (4) 10Gb SFP+ ports in City of Dalton. Dalton PD was at least four (4) 1Gb ports available
- VMware datastores will be NFS
- All data (VM and CIFS) will be migrated to NetApp
- The current 10Mb circuit has enough capacity to handle user traffic and replication

Out of Scope

The following items are considered out-of-scope for iVision as they relate to the work effort estimated within this Statement of Work:

- Network switch configuration
- Windows VM build / configuration
- Failover runbooks / failover documentation
- Circuit bandwidth troubleshooting
- Any remediation of items found during this effort.
- iVision will not be responsible for any modifications to the existing environment not directly related to the scope of this project and called out in this SOW.
- Any items not specifically called out as in-scope.

Estimated Project Timeline

The following represents an estimated pre-project timeline based on initial requirements gathered from Client and may be revised. Note that dates are placeholders only and all project scheduling will happen once the Statement of Work is signed.

The estimated project start and end dates are as follows:

Target Start Date:	TBD
Target End Date:	TBD

Estimated Project Cost

iVision proposes the following good faith estimate to complete the services in this Statement of Work on a Time & Materials basis, at the rates and estimated times listed below:

iVision Resource	#Hours	Rate / Hour	Total
Network Architecture	4	215.00	\$ 860.00
NetApp Architecture	4	215.00	\$ 860.00
NetApp Consultant	72	215.00	\$15,480.00
Service Delivery	16	185.00	\$2,960.00
Totals	96		\$20,160.00

"iVision's standard working hours are (8) hours per day between the hours of 7:00 AM to 7:00 PM, Monday through Friday. Time required by Client to work outside the standard working hours or on Federal Holidays will be billed in addition to the above rates at one and a half (1.5) times the standard rate indicated above."

Travel Expenses

Actual and reasonable travel expenses will be billed to the client in addition to the cost for services estimated above. iVision frequently travels for consulting engagements and will make every effort to minimize the total travel costs. Any travel time required outside of a fifty (50) mile radius from the iVision Office located at 1430 West Peachtree Street, Atlanta, GA will be billed at half (0.5) times the standard hourly rate indicated above.

Engagement Terms and Conditions

Client contributions

- iVision will depend on Client's technical staff in order to complete tasks and deliverables. If this time is not made available there may be a budget impact to increasing the overall work effort of the project. iVision and Client will work in the early stages of the project to define a resource level work estimate based on project activities.
- Client will provide a readily accessible point of contact that will assist in identifying and scheduling client's personnel in a timely manner as well as coordinating communications.
- Client will provide iVision with any existing technical or process documentation that may pertain to this engagement.
- If this engagement includes the deployment of an architecture or design proposed by iVision, Client is responsible for ensuring the deployment does not deviate from the proposed architecture or design unless a change to the architecture or design has been agreed upon and approved by both Client and iVision. Deploying an architecture or design that deviates from

what has been agreed upon may result in delays and may require changes to the scope and budget.

- If this engagement includes implementation, Client will provide sufficient change windows to support the engagement's related activities. If these change windows cannot be provided then the engagement duration may be affected and may result in changes to the scope and budget.
- Client is responsible for designing, deploying, and/or configuring any third-party systems that may interoperate with those that are within scope for iVision to design, deploy, and/or configure as part of this engagement.
- Client is responsible for ensuring that all systems that pertain to this engagement are backed up and in a restorable state throughout the engagement lifecycle.
- It is Client's responsibility to ensure that all hardware and software that is required as part of this engagement is procured and provisioned in a timely manner.
- It is Client's responsibility to ensure that all software that is required as part of this engagement is properly licensed.
- Client is responsible to ensure all systems are backed up and in a restorable state throughout the project lifecycle.

Working Location and Hours

- The minimum onsite time for services is four (4) hours. In the event a Consultant must be onsite to perform a specific duty, other activities will be included to leverage the 4 hour timeframe. In the event the 4 hour timeframe is not fully leveraged, the minimum 4 hour block will be billed. Client agrees that all parties will work towards a continuous engagement schedule for all resources to ensure the availability of resources and to prevent delays.
- International or travel beyond the greater Atlanta metro will incur travel time equal to ½ of the hourly billable rate.

Engagement Scope Changes

- If during the course of this engagement the scope and/or deliverables agreed upon in this Statement of Work need to be modified to accommodate additions and/or changes, iVision will submit a Change Order document to Client for review and signature. This Change Order document will contain the proposed additions and/or changes and their respective budget impact.
- Scope changes need to be agreed upon by both Client and iVision in order for the Change Order document to be issued.

Support

- Client is responsible for ongoing operations, maintenance, and support of any systems designed, deployed, and/or configured by iVision as part of this engagement, unless an Engineering Support Services (ESS) contract has been established between Client and iVision.

Statement of Work Validity Period

- This statement of work is valid for a period of thirty (30) days from the date stated at the beginning of this document.

This Statement of Work incorporates by reference all terms and conditions of the Master Services Agreement as if such terms and conditions were fully set forth here.

Signatures of Approval

In witness whereof, City of Dalton and iVision have executed this Statement of Work by their duly authorized representatives listed below.

*Accepted and approved for **City of Dalton** by:*

Signature

Date of Acceptance

Name (please print)

Title

*Accepted and approved for **iVision, Inc.** by:*

Signature

Date of Acceptance

Name (please print)

Title



40322 FY19 NetApp - GSA Contract # : GS-35F-0349S

Quote #002333 v4

Prepared For:

City of Dalton

Darin Waldrop
300 West Waugh Street
Dalton, GA 30722

P: 706) 529-2445

E: dwaldrop@cityofdalton-ga.gov

Prepared By:

iVision

Matt Strohmeyer
1430 West Peachtree Street NW Suite 425
Atlanta, GA 30309

P: (404) 998-7545

E: mstrohmeyer@ivision.com

Date Issued:

04.10.2019

Expires:

04.26.2019

NetApp Refresh		Price	Qty	Ext. Price
AFF A220 - City Hall				
Hardware				
AFF-A220A-002-SC	AFF A220 HA System,Flash Bundle,CNA	\$2,707.09	2	\$5,414.18
DOC-AFF-A220-C	Documents,AFF-A220,-C	\$0.00	1	\$0.00
ALL-FLASH- OPTIMIZED	Optimized SSD Personality	\$0.00	1	\$0.00
X6566B-05-R6	Cable,Direct Attach CU SFP+ 10G,0.5M	\$66.13	2	\$132.26
X66030A	Cable,12Gb,Mini SAS HD,0.5m	\$64.37	2	\$128.74
X-SFP-H10GB- CU3M-R6	Cable,Cisco 10GBase Copper SFP+ 3m	\$102.88	8	\$823.04
X-02659-00	Rail Kit,4-Post,Rnd/Sq-Hole,Adj,24-32	\$74.00	1	\$74.00
X800-42U-R6	Power Cable,In-Cabinet,C13-C14	\$0.00	2	\$0.00
AFF-A220-101-C	AFF A220,24X960GB SSD,-C	\$15,841.23	1	\$15,841.23
Software				
SW-2-CL-BASE	SW-2,Base,CL,Node	\$0.00	1	\$0.00
SW-2-A220A-NVE- C	SW,Data at Rest Encryption Enabled,A220,-C	\$0.00	2	\$0.00
SW-2-A220A-TPM- C	SW,Trusted Platform Module Enabled,A220,-C	\$0.00	2	\$0.00
DATA-AT-REST- ENCRYPTION	Data at Rest Encryption Capable Operating Sys	\$0.00	2	\$0.00
SW-FLASH-01-C	SW,Per-0.1TB,Flash,01,-C	\$128.04	230	\$29,449.20
Services				
CS-BASE- SUPPORT	Base Software Support	\$4,537.61	1	\$4,537.61
CS-A2-4R	SupportEdge Standard Part Replace 4hr	\$4,538.60	1	\$4,538.60
FAS2720 - Police Department				
Hardware				
DOC-2720-C	Documents,FAS2720,-C	\$0.00	1	\$0.00
X6566B-05-R6	Cable,Direct Attach CU SFP+ 10G,0.5M	\$66.13	2	\$132.26
X6585-R6	Cable,Ethernet,3m RJ45 CAT6	\$3.13	8	\$25.04



NetApp Refresh		Price	Qty	Ext. Price
X66030A	Cable,12Gb,Mini SAS HD,0.5m	\$64.37	2	\$128.74
X-02657-00	Rackmount Kit,212C,4-post,Adj	\$54.15	1	\$54.15
X800-42U-R6	Power Cable,In-Cabinet,C13-C14	\$0.00	2	\$0.00
FAS2720A-004	FAS2720 HA System,Premium Bundle,RJ45	\$2,707.09	2	\$5,414.18
FAS2720-102-C	FAS2720,12x4TB,7.2K,-C	\$3,053.60	1	\$3,053.60
Software				
SW-PREMIUM-NLSAS-01-C	SW,Per-0.1TB,Premium,NLSAS,01,-C	\$13.92	480	\$6,681.60
DATA-AT-REST-ENCRYPTION	Data at Rest Encryption Capable Operating Sys	\$0.00	2	\$0.00
SW-2-2720A-TPM-C	SW,Trusted Platform Module Enabled,2720A,-C	\$0.00	2	\$0.00
SW-2-2720A-NVE-C	SW,Data at Rest Encryption Enabled,2720A,-C	\$0.00	2	\$0.00
Services				
CS-BASE-SUPPORT	Base Software Support	\$631.32	1	\$631.32
CS-A2-4R	SupportEdge Standard Part Replace 4hr	\$1,923.56	1	\$1,923.56
Training Credits				
ED-TU-1-ZA	Training Units,1,ZA,Exp.1yr from invoice date	\$0.00	120	\$0.00
Subtotal			\$78,983.31	

Quote Summary		Amount
NetApp Refresh		\$78,983.31
Total:		\$78,983.31

Prices and discounts (if any) apply only to the specific quantities and estimated delivery schedules shown above. Any variation in quantity or requested delivery may result in prices or discount changes. Final amounts for taxes, shipping, and credit card payments will be included on the invoice. Subject to continuing credit approval, terms of payment are net 20 days from the invoice date unless otherwise specified. This quote is firm for 30 days from the date above, but prices, estimated delivery schedules, and product availability may change as a result of delay in order placement, changes in the cost of precious metals, or other causes beyond our control as set forth in paragraph 6 of our terms & conditions. To review terms & conditions go to: <http://ivision.com/company/scope-agreement-term/>

Note: Once product is ordered and shipped there is NO right of return. Manufacturers do not allow for a credit once product is shipped. Product cannot be returned if ordered in error. Product cannot be returned if next generation product has been released.
By approving this quote you are also approving any attachments (SOW, Contracts, etc.).



Acceptance

iVision

City of Dalton

Matt Strohmeyer

Signature / Name

04/10/2019

Date

Signature / Name

Initials

Date



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 04/15/2019

Agenda Item: Contract for Services with C.W. Matthews Contracting Co, Inc. for the Waugh Street Bridge Header/Joint Reconstruction and Misc. Repairs Project

Department: Public Works

Requested By: Andrew Parker

Reviewed/Approved by City Attorney? Yes

Cost: \$109,902.93

Funding Source if Not in Budget 2015 SPLOST – Bridge Maintenance Category (SP155)

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

This contract for services with C.W. Matthews Contracting Co., Inc. is for necessary repair work to the Waugh Street Bridge including: header reconstruction, expansion joint replacement, transverse crack sealing in PCC paving, and traffic control.

The existing wabocrete headers with evazote expansion joints previously installed on the bridge have started failing requiring reconstruction/replacement (see attached photo). Quotes were obtained from two qualified bridge repair contractors and C.W. Matthews Contracting Co, Inc. provided the low quote of \$109,902.93 for the work.

See attached contract package for additional information.

This project will be funded by the 2015 SPLOST – bridge maintenance category (320110-039990-SP155).

CONTRACT FOR SERVICES

THIS AGREEMENT is made this _____ day of April, 2019, between the City of Dalton, Georgia, a municipal corporation (“City”), with a principal place of business at 535 Elm Street (PO Box 1205), Dalton, Georgia, 30722 and C.W. Matthews Contracting Co, Inc. (“Contractor”), with a principal place of business at 1600 Kenview Drive NW (Drawer 970) , Marietta GA, 30060.

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 Waugh Street Bridge Header/Joint Reconstruction specifications 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 outlined by the specifications.
 - 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. 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 under unit pricing as provided in Exhibit B (Proposal from C.W. Matthews Contracting, Co. Inc. dated March 27, 2019), attached hereto and incorporated herein.
4. Obligations of Contractor.
 - a. Contractor agrees to devote the time set forth in the Waugh Street Bridge Header/Joint Reconstruction 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 all services described in this Agreement must be completed no later than May 31, 2019 and lane closures will be limited to 20 cumulative calendar days.
 - 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.
- 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 two (2) 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. Prior to execution of the contract, Contractor shall provide the City with a Performance Bond for 100% of the agreed contract price, **\$109,902.93**.
- e. 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.
- e. The parties agree that in the event that any suit or proceeding is brought in connection with this Agreement, such suit or proceeding shall be brought in the Superior Court of Whitfield County, Georgia and the parties shall submit to the exclusive jurisdiction of such Court and hereby waive any and all jurisdiction, venue, and inconvenient forum objections to such Court.
- f. All work constructed under this Contract shall be fully guaranteed by the Contractor for a period of one (1) year from the date of final inspection and acceptance by the City.

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

CITY:
The City of Dalton, Georgia

CONTRACTOR: C.W. Matthews
Contracting, Co. Inc.

By:_____.

By:_____.

Print Name: Dennis Mock_____.

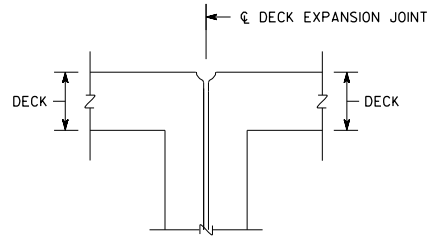
Print Name: Daniel P. Garcia_____.

Title: Mayor_____.

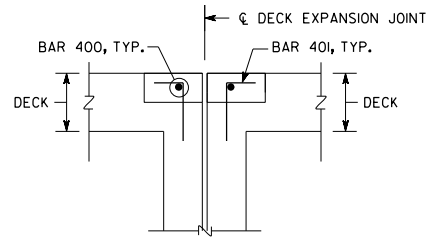
Title: President_____.

Exhibit A –
Waugh Street Bridge Header/Joint
Reconstruction Specifications

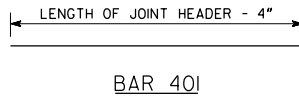
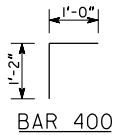




EXISTING CONDITION



FINAL CONDITION



NOTES:

- 1) BAR 40I MAY BE PLACED IN SECTIONS WITH 1'-2" MINIMUM LAP.
- 2) LENGTH OF HEADER IS MEASURED FROM GUTTER TO GUTTER ALONG BRIDGE SKEW.

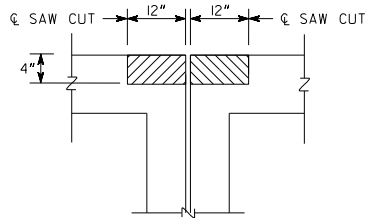
EQUIPMENT

PERSONAL SAFETY EQUIPMENT	PNEUMATIC CHIPPING HAMMER
AS NEEDED	MOBILE CONCRETE MIXER
PORTABLE AIR COMPRESSOR	CONCRETE HAND TOOLS
PORTABLE ELECTRIC GENERATOR	HAMMER DRILL W/ 5/8" CONC. BIT
CONCRETE SAW	CHOP SAW W/ STEEL BLADES
SAND BLASTER / AIR GUN	CIRCULAR SAW W/ WOOD BLADE
ANGLE GRINDER WITH DIAMOND WHEEL	MISC. BUCKETS & HAND TOOLS

MATERIALS

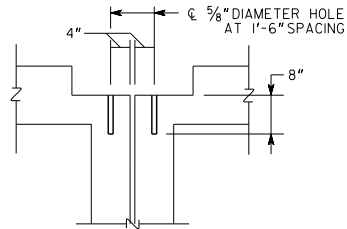
TYPE II EPOXY RESIN ADHESIVE, IF REQUIRED
 TYPE VIII EPOXY
 BAR 400
 BAR 40I
 RAPID SET CONCRETE OR
 RAPID SET PATCHING MATERIAL
 MATERIALS FOR FORMWORK
 SANDBLAST MEDIA

 MATERIAL TO BE REMOVED



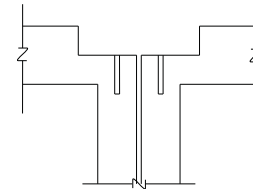
STEP 1

1. SAW CUT AT EDGE OF JOINT HEADER AND 1" INTO DECK.
2. REMOVE JOINT HEADER AND 4" OF CONCRETE DECK WITHOUT DAMAGING REINFORCING STEEL.



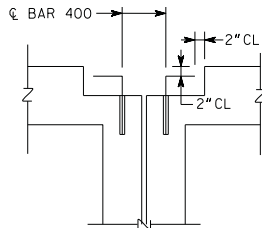
STEP 2

1. DRILL $\frac{5}{8}$ " DIAMETER HOLES 4" FROM EDGE OF CONCRETE AT 1'-6" SPACING.



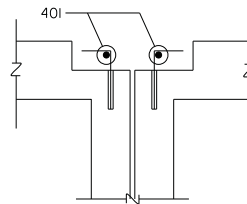
STEP 3

1. CLEAN $\frac{5}{8}$ " \varnothing HOLES OUT WITH COMPRESSED AIR.



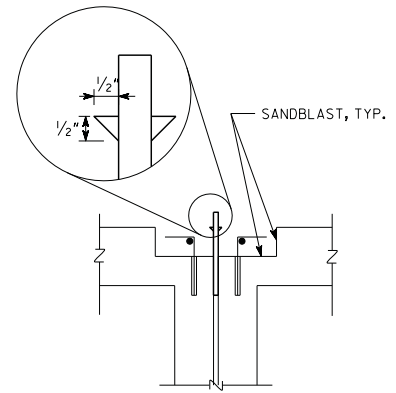
STEP 4

1. FIELD CUT LEGS OF BAR 401 TO MAINTAIN 2" CLEAR.
2. INSTALL TYPE VIII EPOXY INTO $\frac{5}{8}$ " HOLES IN ACCORDANCE TO THE MANUFACTURER'S SPECIFICATIONS.
3. PLACE BAR 401 INTO HOLES.
4. TWIST BAR 401 TO MAINTAIN 2" CLEAR.



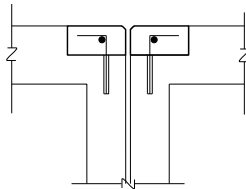
STEP 5

1. PLACE BAR 401.
2. TIE BAR 401 TO EACH BAR 400.



STEP 6

1. SANDBLAST AND BLOW CLEAN CONCRETE SURFACES AND REINFORCING STEEL.
2. APPLY TYPE II EPOXY RESIN ADHESIVE TO CONCRETE SURFACES.
3. FORM VERTICAL FACE OF JOINT HEADER WITH $\frac{1}{2}$ " CHAMFER.



STEP 7

1. FILL AREAS WITH RAPID SET CONCRETE WHILE EPOXY IS STILL TACKY.
2. FINISH FLUSH TO EXISTING DECK. BROOM FINISH CONCRETE SURFACE.
3. ALLOW TO FULLY CURE FOLLOWING MANUFACTURER'S RECOMMENDATIONS.
4. REMOVE ALL FORMWORK.
5. INSTALL JOINT MATERIAL IN ACCORDANCE WITH ACTIVITY 800.01 OR 800.02.

Andrew Parker

From: Andrew Parker
Sent: Monday, March 18, 2019 6:02 PM
To: 'Agrist@cwmatthews.com'
Cc: Benny Dunn
Subject: Waugh Street Bridge - Time Sensitive Repair Work
Attachments: Waugh Street Bridge - Location Map.pdf; 805-03 Intermediate Header Joint Reconstruction- Concrete Deck.pdf; 805-03 Intermediate Header Joint Reconstruction- Concrete Deck Page 2.pdf; Waugh Street Bridge - Pay Items.xlsx

Importance: High

Tracking:	Recipient	Read
	'Agrist@cwmatthews.com'	
	Benny Dunn	Read: 3/18/2019 5:59 PM
	Jason Parker	

Adam,

As previously discussed, please find attached the following items related to the City of Dalton header reconstruction, joint replacement, and crack seal project on the Waugh Street Bridge:

- Scope of work/location map PDF
- GDOT Construction detail 805.03 (Header Joint Reconstruction – Concrete Deck; 2 pages)
- Pay items/estimated quantities for this work (click tabs at bottom of spreadsheet for quantity calculations)

Below are a list of instructions for providing an estimate to the City of Dalton for the above referenced work.

- Please review notes 1-8 carefully on the pay item spreadsheet, and as shown on the location map when preparing your proposal.
- This project requires the RJ Watson Silicoflex joint. The models specified on the location map sheet came directly from RJ Watson's sales engineer after reviewing this bridge.
- Provide unit pricing for each of pay items on an official company proposal letter **signed by a company official**.
- Contractor will be responsible for maintaining necessary insurance coverage as per the City's service vendor requirements for the duration of the project. Minimum coverages can be reviewed on page 14 of the City's vendor packet here: https://www.cityofdalton-ga.gov/vertical/sites/%7BF9696428-603E-47FF-A264-7C8BED683943%7D/uploads/VENDOR_PACKET_-_SERVICES_EXHIBIT_A.pdf
- Contractor should also return an executed E-Verify Affidavit **with their proposal** which is page 13 of the City's vendor packet at the same link above.
- The awarded contractor will be required to provide the City with **a performance bond** for 100% of the contract value. No bid bond or payment bond will be required for this work.
- All work shall be completed on this project by **May 31, 2019**.

- Proposals should be submitted to Dalton Public Works Department (c/o Andrew Parker) via email aparker@cityofdalton-ga.gov or by Fedex/UPS to Dalton Public Works (535 Elm Street, Dalton GA 30721) no later **than Wednesday, March 27, 2019 by 1:00PM.**
- **At least two contractors qualified to perform this work will be given an opportunity to provide the City with a quote for performing the work.**

Thanks, and please let me know if you have any questions.

P. Andrew Parker, P.E.
Assistant Public Works Director
Public Works Department | City of Dalton
PO Box 1205 | 535 Elm Street
Dalton, GA 30722
Office: (706) 278-7077
FAX: (706) 278-1847

Andrew Parker

From: Andrew Parker
Sent: Wednesday, March 20, 2019 8:36 AM
To: 'Agrist@cwmatthews.com'
Cc: Benny Dunn
Subject: RE: Waugh Street Bridge - Time Sensitive Repair Work
Attachments: Waugh Street Bridge - Pay Items - Revision 1.xlsx; Waugh Street Bridge - Location Map.pdf; 805-03 Intermediate Header Joint Reconstruction- Concrete Deck.pdf; 805-03 Intermediate Header Joint Reconstruction- Concrete Deck Page 2.pdf

Importance: High

Adam,

Please find below two clarifications on this repair work. **Please reflect these changes in your quote before submitting.**

1. The Class A concrete item has been replaced with 504-0600 Twenty-Four Hour Accelerated Strength Concrete to expedite completion of this project. The repair will still take place in accordance with GDOT construction detail 805-03. I've updated the pay item table accordingly (see attached).
2. Traffic Control Clarification: We will allow one lane closure in each direction during the repair work. We envision the contractor closing half of the bridge at a time and performing normal/contraflow traffic on the other half of the bridge. At least two variable message boards should be included in the proposal (one for eastbound traffic and one for westbound).

Thanks, and we look forward to receiving your proposal.

P. Andrew Parker, P.E.
Assistant Public Works Director
Public Works Department | City of Dalton
PO Box 1205 | 535 Elm Street
Dalton, GA 30722
Office: (706) 278-7077
FAX: (706) 278-1847

From: Andrew Parker
Sent: Monday, March 18, 2019 6:02 PM
To: 'Agrist@cwmatthews.com' <Agrist@cwmatthews.com>
Cc: Benny Dunn <BDunn@cityofdalton-ga.gov>
Subject: Waugh Street Bridge - Time Sensitive Repair Work
Importance: High

Adam,

As previously discussed, please find attached the following items related to the City of Dalton header reconstruction, joint replacement, and crack seal project on the Waugh Street Bridge:

- Scope of work/location map PDF
- GDOT Construction detail 805.03 (Header Joint Reconstruction – Concrete Deck; 2 pages)

- Pay items/estimated quantities for this work (click tabs at bottom of spreadsheet for quantity calculations)

Below are a list of instructions for providing an estimate to the City of Dalton for the above referenced work.

- Please review notes 1-8 carefully on the pay item spreadsheet, and as shown on the location map when preparing your proposal.
- This project requires the RJ Watson Silicoflex joint. The models specified on the location map sheet came directly from RJ Watson's sales engineer after reviewing this bridge.
- Provide unit pricing for each of pay items on an official company proposal letter **signed by a company official**.
- Contractor will be responsible for maintaining necessary insurance coverage as per the City's service vendor requirements for the duration of the project. Minimum coverages can be reviewed on page 14 of the City's vendor packet here: https://www.cityofdaltongga.gov/vertical/sites/%7BF9696428-603E-47FF-A264-7C8BED683943%7D/uploads/VENDOR_PACKET_-_SERVICES_EXHIBIT_A.pdf
- Contractor should also return an executed E-Verify Affidavit **with their proposal** which is page 13 of the City's vendor packet at the same link above.
- The awarded contractor will be required to provide the City with **a performance bond** for 100% of the contract value. No bid bond or payment bond will be required for this work.
- All work shall be completed on this project by **May 31, 2019**.
- Proposals should be submitted to Dalton Public Works Department (c/o Andrew Parker) via email aparker@cityofdaltongga.gov or by Fedex/UPS to Dalton Public Works (535 Elm Street, Dalton GA 30721) no later **than Wednesday, March 27, 2019 by 1:00PM**.
- **At least two contractors qualified to perform this work will be given an opportunity to provide the City with a quote for performing the work.**

Thanks, and please let me know if you have any questions.

P. Andrew Parker, P.E.
 Assistant Public Works Director
 Public Works Department | City of Dalton
 PO Box 1205 | 535 Elm Street
 Dalton, GA 30722
 Office: (706) 278-7077
 FAX: (706) 278-1847

Andrew Parker

From: Andrew Parker
Sent: Monday, March 25, 2019 9:00 AM
To: 'Adam Grist'
Cc: Benny Dunn
Subject: RE: Waugh Street Bridge - Time Sensitive Repair Work

Adam,

Regarding the traffic control restrictions, the contractor must keep at least one (1) eastbound and one (1) westbound lane open at all times. We anticipate the contractor closing the north (or south) half of the bridge while performing the header reconstruction and using the other half of the bridge to maintain traffic. The half under repair will remain closed continuously until the concrete cures and once cured, traffic can be flipped to the other half of the bridge. That's why, in an effort to expedite this repair, the City revised the concrete pay item to 504-0600 Twenty-Four Hour Accelerated Strength Concrete. If the contractor prefers to close the two inside lanes for construction and use the outside lanes to maintain traffic (or vice versa) that is an acceptable approach as well.

The Contractor will be limited to 20 cumulative calendar days for completion of the work as per the above traffic control restrictions. One (1) single lane closure for incidental work will not be counted against the 20 cumulative day restriction for multiple single lane closures.

The only form that needs to be executed and submitted with the proposal is the E-Verify affidavit. The City forms will only need to be filled out after the contract is awarded to the low bidder.

Thanks,

P. Andrew Parker, P.E.
Assistant Public Works Director
Public Works Department | City of Dalton
PO Box 1205 | 535 Elm Street
Dalton, GA 30722
Office: (706) 278-7077
FAX: (706) 278-1847

From: Adam Grist [mailto:Agrist@cwmatthews.com]
Sent: Sunday, March 24, 2019 5:16 PM
To: Andrew Parker <AParker@cityofdaltongov>
Cc: Benny Dunn <BDunn@cityofdaltongov>
Subject: Re: Waugh Street Bridge - Time Sensitive Repair Work

I just wanted to clarify the traffic control restrictions. The way I interpreted the traffic control notes is that we can close one lane in each direction continuously until those lanes are complete and ready for traffic. This will take probably a 5-8 days. Then switch traffic to the two complete lanes and repair the other two lanes? This would allow us to do the work without contra flow. I mostly wanted to make sure it would be ok to have a continuous lane closure as long as we kept one lane open in each direction.

Also wanted to confirm that the only form you are looking for with our proposal is the E-Verify and if we are the selected contractor we will fill out all the other County forms.

Thanks

Sent from my iPad

On Mar 20, 2019, at 8:35 AM, Andrew Parker <AParker@cityofdaltonga.gov> wrote:

Adam,

Please find below two clarifications on this repair work. **Please reflect these changes in your quote before submitting.**

1. The Class A concrete item has been replaced with 504-0600 Twenty-Four Hour Accelerated Strength Concrete to expedite completion of this project. The repair will still take place in accordance with GDOT construction detail 805-03. I've updated the pay item table accordingly (see attached).
2. Traffic Control Clarification: We will allow one lane closure in each direction during the repair work. We envision the contractor closing half of the bridge at a time and performing normal/contraflow traffic on the other half of the bridge. At least two variable message boards should be included in the proposal (one for eastbound traffic and one for westbound).

Thanks, and we look forward to receiving your proposal.

P. Andrew Parker, P.E.
Assistant Public Works Director
Public Works Department | City of Dalton
PO Box 1205 | 535 Elm Street
Dalton, GA 30722
Office: (706) 278-7077
FAX: (706) 278-1847

From: Andrew Parker
Sent: Monday, March 18, 2019 6:02 PM
To: 'Agrist@cwmatthews.com' <Agrist@cwmatthews.com>
Cc: Benny Dunn <[BDunn@cityofdaltongga.gov](mailto:BDunn@cityofdaltonga.gov)>
Subject: Waugh Street Bridge - Time Sensitive Repair Work
Importance: High

Adam,

As previously discussed, please find attached the following items related to the City of Dalton header reconstruction, joint replacement, and crack seal project on the Waugh Street Bridge:

- Scope of work/location map PDF
- GDOT Construction detail 805.03 (Header Joint Reconstruction – Concrete Deck; 2 pages)
- Pay items/estimated quantities for this work (click tabs at bottom of spreadsheet for quantity calculations)

Below are a list of instructions for providing an estimate to the City of Dalton for the above referenced work.

- Please review notes 1-8 carefully on the pay item spreadsheet, and as shown on the location map when preparing your proposal.
- This project requires the RJ Watson Silicoflex joint. The models specified on the location map sheet came directly from RJ Watson's sales engineer after reviewing this bridge.
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- **At least two contractors qualified to perform this work will be given an opportunity to provide the City with a quote for performing the work.**

Thanks, and please let me know if you have any questions.

P. Andrew Parker, P.E.
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Public Works Department | City of Dalton
PO Box 1205 | 535 Elm Street
Dalton, GA 30722
Office: (706) 278-7077
FAX: (706) 278-1847

<Waugh Street Bridge - Pay Items - Revision 1.xlsx>

<Waugh Street Bridge - Location Map.pdf>

<805-03 Intermediate Header Joint Reconstruction- Concrete Deck.pdf>

<805-03 Intermediate Header Joint Reconstruction- Concrete Deck Page 2.pdf>

Disclaimer For C.W. Matthews Contracting Co. Inc.

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This original email was sent to the internet for delivery at 24 Mar 2019 17:15:29 -0400

EXHIBIT “B”

CONDITIONS AND TERMS OF PAYMENT

- Contractor’s unit bid prices for work items as outlined in the specifications are:

			C. W. Matthews Contracting Co.	
DESCRIPTION	UNIT	QUANTITY	BID UNIT PRICE	AMOUNT
Traffic Control	LS	1	\$24,962.70	\$24,962.70
Abut. 1 - Silicoflex Joint Seal (Model SF150)	LF	52	\$140.85	\$7,324.20
Bent 2 - Silicoflex Joint Seal (Model SF150)	LF	52	\$107.56	\$5,593.12
Bent 3 - Silicoflex Joint Seal (Model SF225)	LF	52	\$110.17	\$5,728.84
Bent 6 - Silicoflex Joint Seal (Model SF400)	LF	52	\$114.07	\$5,931.64
Bent 7 - Silicoflex Joint Seal (Model SF150)	LF	52	\$107.56	\$5,593.12
Bent 8 - Silicoflex Joint Seal (Model SF150)	LF	52	\$107.56	\$5,593.12
Abut. 9 - Silicoflex Joint Seal (Model SF150)	LF	52	\$140.85	\$7,324.20
Twenty-Four Hour Accelerated Strength Conc.	CY	12	\$1,661.47	\$19,937.64
Bar Reinf. Steel	LB	1270	\$2.00	\$2,540.00
Clean/fill/seal PCC paving cracks	LF	180	\$11.47	\$2,064.60
Removal of parts	LS	1	\$17,309.75	\$17,309.75
				\$109,902.93

- Contractor will submit monthly payment requests to the Public Works 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 Project Manager.



C. W. MATTHEWS CONTRACTING COMPANY

DRAWER 970

MARIETTA, GEORGIA 30061

TELEPHONE (770) 422-7520

FAX (770) 422-1068

March 27, 2019

Dalton Public Works Department

C/O: Andrew Parker, P.E., and Assistant Public Works Director

P.O. Box 1205

Dalton, GA 30722

Re: Price Proposal – Waugh Street Bridge Joint Rehabilitation

Mr. Parker,

C.W. Matthews Contracting Co., Inc. (CWM) respectfully submits the below pricing to rehabilitate the Waugh Street Bridge joints per the documents and additional email correspondences provided by the City of Dalton Department of Public Works.

Waugh Street Bridge - Header/Joint Replacement - Crack Seal				
Item Description	Unit	Qty.	Unit Price	Total
Traffic Control	LS	1	\$24,962.70	\$24,962.70
Abut. 1 - Silicoflex Joint Seal (Model SF150)	LF	52	\$140.85	\$7,324.20
Bent 2 - Silicoflex Joint Seal (Model SF150)	LF	52	\$107.56	\$5,593.12
Bent 3 - Silicoflex Joint Seal (Model SF225)	LF	52	\$110.17	\$5,728.84
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Twenty-Four- Hour Accelerated Strength Concrete	CY	12	\$1,661.47	\$19,937.64
Bar Reinf. Steel	LB	1270	\$2.00	\$2,540.00
Clean/fill/seal PCC paving cracks	LF	180	\$11.47	\$2,064.60
Removal of parts	LS	1	\$17,309.75	\$17,309.75

Total Contract Value

\$109,902.93

Prices Excludes:

- 1/Construction Advanced Warning Signs. MUTCD lane closure Signs will be utilized.
- 2/ Pavement markings.
- 3/ Field testing of concrete.
- 4/ If required, any cost associated with working over the railroad such as railroad protective insurance or track flagging costs.



C. W. MATTHEWS CONTRACTING COMPANY

DRAWER 970

MARIETTA, GEORGIA 30061

TELEPHONE (770) 422-7520

FAX (770) 422-1068

Thank you for the opportunity to submit this price proposal. If you have any questions or require additional information please contact me at 404-867-1043.

Thank You,
C.W. Matthews Contracting Co., Inc,

A handwritten signature in blue ink that reads 'Adam M Grist'.

Adam M. Grist
Vice President - Structures Division

STATE OF GEORGIA
WHITFIELD COUNTY
CITY OF DALTON

VENDOR AFFIDAVIT AND AGREEMENT (E-Verify)

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

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

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

FURTHER AFFIANT SAYETH NOT.

[Signature]
BY: Authorized Officer or Agent
C.W. Matthews Contracting Co., Inc.

3/27/19

Date

August 18, 2006

Authorization Date for EEV Program
32751

Contractor Name

Employment Eligibility (EEV) #

President

Title of Authorized Officer or Agent of Contractor

Daniel P. Garcia

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me

This 27th day of March, 2019

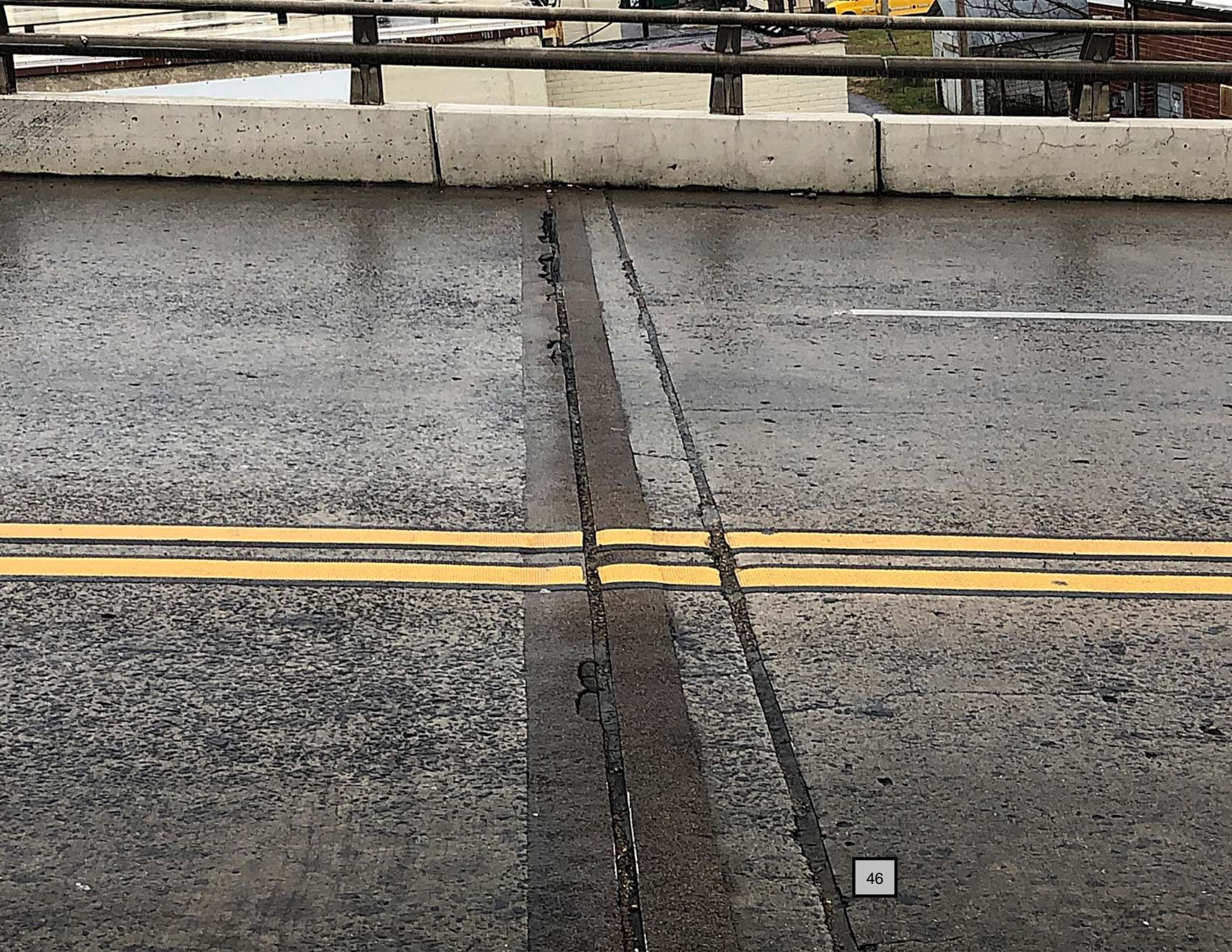
[Signature]
Notary Public

My Commission Expires: 7-10-2019

*MUST BE NOTARIZED



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







CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 04/15/2019

Agenda Item: Professional Services Agreement with Southeastern Engineering, Inc. (SEI) - Engineering Services for Emergency Slope Failure Stabilization Design on Botany Woods Drive

Department: Public Works

Requested By: Andrew Parker

Reviewed/Approved by City Attorney? Yes

Cost: \$12,500.00

Funding Source if Not in Budget Special project account requiring future budget amendment

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

This agreement with SEI is for the design, plan development, and environmental permitting coordination for the permanent repair of the slope failure that became known approximately one (1) month ago on Botany Woods Drive near its intersection with Mt. Sinai Road. SEI will develop grading plans for reestablishment of a flatter slope to provide adequate lateral support for the fill slope which holds Botany Woods Drive. This repair method will involve the need for piping the existing natural drainage channel which will require a nationwide permit with the USACE. SEI's scope will include the necessary USACE coordination and permit preparation. The plans prepared by SEI will be the basis for obtaining emergency quotes to perform the required fill/grading/drainage infrastructure installation.

See attached summary and proposal for additional details.

The City has contracted independently for survey and geotechnical engineering.

The Finance Department has created a charge account (#144800-165010-17048) to fund this project and a budget amendment will be required at a later date.



2470 Sandy Plains Rd
Marietta, GA 30066
D (770) 702-7025
C (404) 670-2040
sjordan@seengineering.com

PROFESSIONAL SERVICES AGREEMENT

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

CLIENT: City of Dalton
P. Andrew Parker, PE
Assistant Public Works Director
535 Elm Street
Dalton, GA 30722
aparker@cityofdalton-ga.gov

PROJECT NAME: Engineering Services for Emergency Slope Failure Stabilization Design on Botany Woods Drive in the City of Dalton

PROJECT UNDERSTANDING

SEI understands that City of Dalton needs engineering services for an emergency repair project on Botany Woods Drive to stabilize a failing fill slope.

SCOPE OF SERVICES

Task 1 – Site Visit, Stream Delineation and Army Corp of Engineers Nationwide 404 Permit

SEI's Alex Ottley performed a site visit on afternoon Monday April 8th to identify on-site natural resources. During the site visit Alex met with Andrew Parker and the Survey crew on site and jurisdictional areas were identified. Flagging was placed in the areas of wrested vegetation along the areas of the drainage where the stream was identified. The flags were then surveyed into the topo data base by Lowery & Associates.

As a result of potential impacts to the identified stream, a pre-construction notification (PCN) for the use of a Nationwide Permit 14 – Linear Transportation Project for impacts to “jurisdictional waters of the U.S.” as determined by the US Army Corps of Engineers (USACE) will be required. As per the Clean Water Act, the USACE requires any impacts to “jurisdictional waters of the U.S.” including filling, dredging, piping, clearing, shading, etc. require permitting. Activities included in the submittal of the PCN may include coordination with the USACE, which may include meetings at the Corps office and/or conference calls with the USACE. Mitigation for unavoidable impacts to Jurisdictional Waters of U.S. is required when impacts reach mitigation thresholds. Applicable mitigation credits needed for impacts to “waters of the U.S.” would be compiled per the USACE regulations for PCN application. ***Mitigation costs are not included in this proposal.***

Task 2 – Civil, Drainage & Erosion Design for the New Slope Stabilization

SEI to provide engineering design for grading plans that will reestablish a flatter slope, 3:1 to 4:1, on the side of Botany Woods Drive that has failed. The grading plans will require piping a channel that becomes a stream for the last 20 to 30 ft. Pipe will be installed at the bottom of the existing channel with granular material as specified by the Geotechnical Subconsultant, GeoHydro. Fill material will be placed above the granular material to reestablish the slope that has failed. Outlet protection will be placed at the end of the pipe. In addition, all the required erosion control that will be required for the grading will be included in the grading plan set. Quantities for earthwork, pipe, special fill material and all erosion control items will be provided as well.

Since this is an emergency project, land disturbance permit (LDP) or other permitting outside of the permitting outlined in Task 1 has NOT been included.

COMPENSATION

PROFESSIONAL FEES			
Description	Task Subtotal	Billed	Initials
Task 1 – Site Visit, Stream Delineation and Army Corp of Engineers Nationwide 404 Permit	\$6,500.00	<i>Monthly, % Complete of Lump Sum</i>	
Task 2 – Civil, Drainage & Erosion Design for the New Slope Stabilization	\$3,500.00	<i>Monthly, % Complete of Lump Sum</i>	
Miscellaneous Services	\$2,500.00	<i>Monthly, % complete of Allowance</i>	
Total	\$12,500.00	<i>Monthly, % Complete of Lump Sum</i>	

SCHEDULE

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

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

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

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

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

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

ATTACHMENT A

EXCLUSIONS:

This agreement does not include the following:

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

ATTACHMENT B

HOURLY RATE SCHEDULE:

Services shall be invoiced according to the following rates:

Environmental Personnel:

Environmental Scientist I :	\$85/hr.
Environmental Services Manager:	\$125/hr.

Planning and Landscape Architecture Personnel:

Administrative:	\$60/hr.
Technician:	\$60/hr.
Land Planner:	\$125/hr.
Landscape Architect:	\$125/hr.

Engineering Personnel:

Administrative:	\$60/hr.
Technician:	\$60/hr.
Designer I:	\$75/hr.
Designer II:	\$95/hr.
Designer III:	\$115/hr.
Engineer I:	\$90/hr.
Engineer II:	\$110/hr.
Engineer III:	\$135/hr.
Project Manager:	\$155/hr.
Director/Principal:	\$250/hr.

Hourly* Surveying Personnel:

Field Crew: (1 Man)	\$90/hr.
Field Crew: (2 Man)	\$150/hr.
Field Crew: (3 man)	\$195/hr.
Survey Technician 1:	\$75/hr.
Survey Technician 2:	\$85/hr.
Survey Technician 3:	\$95/hr.
Administrative:	\$60/hr.

**Overtime rates = 1.5 x standard rates*

Salary Surveying Personnel (Overtime Exempt):

Survey Director: (PLS)	\$150/hr.
Project Manager: (PLS)	\$140/hr.
Associate Project Manager: (LSIT)	\$115/hr.
Field Coordinator:	\$110/hr.

Note: Personnel include direct and contract employees.

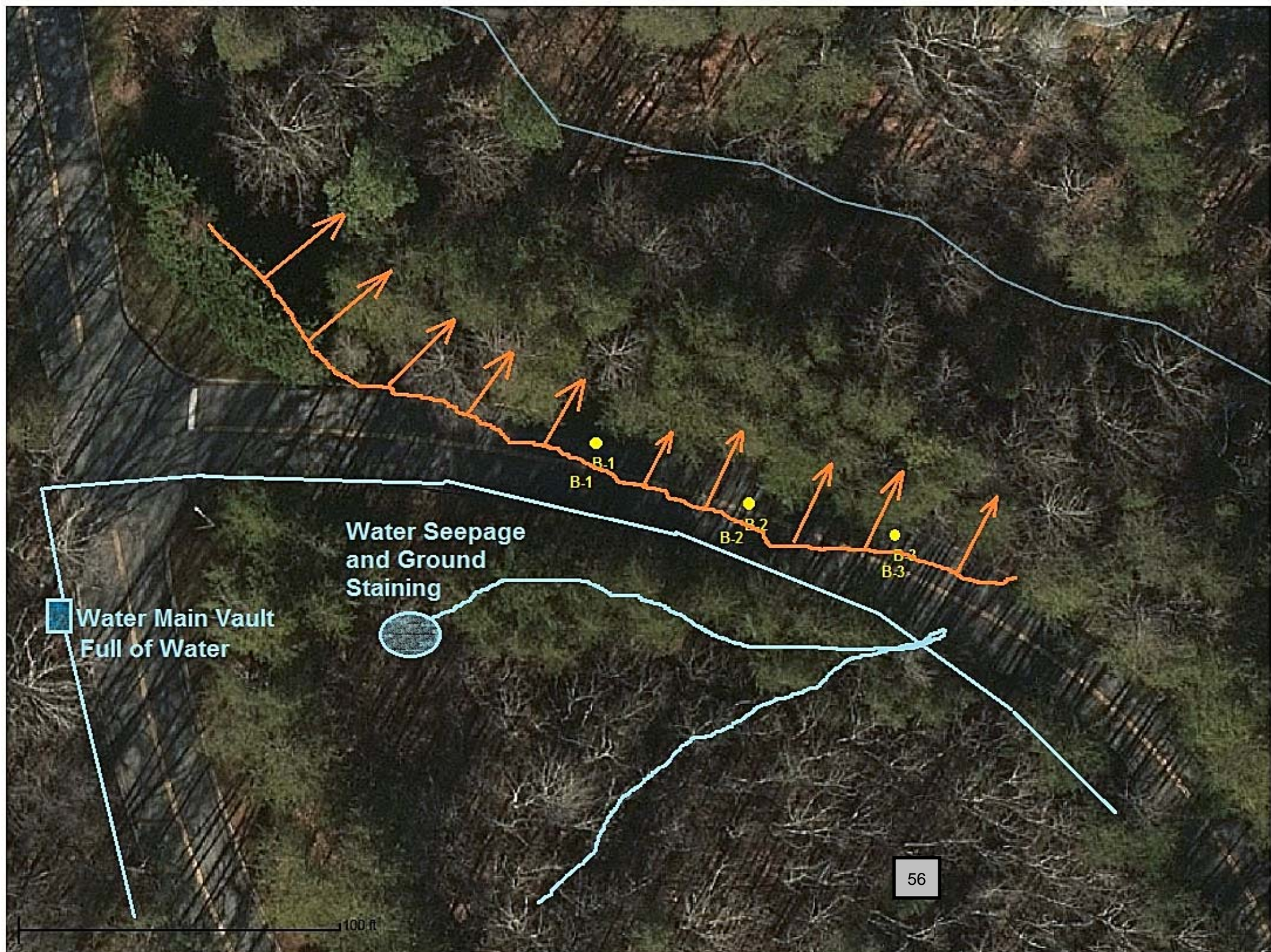
ATTACHMENT C

GENERAL CONDITIONS:

- A. **ENTIRE AGREEMENT AND ACCEPTANCE:** This CONTRACT comprises the full and entire agreement between the parties affecting all matters herein described, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized. ENGINEER shall not be bound by any instructions, statements, or writings that are not expressly contained herein except written change orders approved by CLIENT. These terms and conditions may be accepted only on the exact terms set forth herein and such terms and conditions supersede all prior discussions, understandings, or agreements related to this CONTRACT. Acceptance is made by CLIENT who either owns the subject project site or has an agreement with or the permission of the property owner which permits the ENGINEER to perform services at or related to the property.
- B. Our professional services shall be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted engineering, surveying and landscape architecture practices. This warranty is in lieu of all other warranties, either implied or expressed. SEI assumes no responsibility for interpretation made by others based upon the work or recommendations made by SEI
- C. **SCOPE OF SERVICES AND EXTRA WORK:** The scope of ENGINEER's services hereunder is strictly limited to the services described in the contract, and ENGINEER shall have no obligations beyond such scope. Further, ENGINEER shall have no obligation to perform, and shall not be liable for any investigations or field observations relating to the project, unless such investigations or field observations are expressly provided in this CONTRACT. The CLIENT shall pay ENGINEER additional fees and reimbursables for work required for the project and for services requested by CLIENT in writing, if such work or services are not expressly described hereof, including, but not limited to, services involving redesign, change in scope of the project or additional work or services. There shall be no oral change orders. All change orders shall be in writing and approved by CLIENT.
- D. It is understood and agreed that SEI, shall not be held responsible for any inaccuracies in any materials, data or records of any other person, firm or agency which are provided to it and/or may be utilized by it in the performance of specific services except as reasonably within the scope of this Agreement and within the experience and expertise of SEI in providing engineering services.
- E. Should client be a Corporation or Partnership, the person signing this work order agrees to take full personal financial responsibility for the payment of the amounts specified herein and hereby waives right to personal property exemptions pursuant to collection thereof.
- F. In the event additional services beyond the scope of work listed above are required by Owner/Client, we shall perform these services for an amount equal to normal hourly charges on work actually performed upon approval by Owner/Client. We shall submit monthly invoices for services outlined in this agreement. Payment is due upon receipt of invoice. Finance charges of one, one-half percent (1.5%) will be added to any unpaid balance at the end of 30 days (APR 18%). When an invoice is 60 days in arrears, ENGINEER shall have the further right to discontinue further services and assess an additional 10% of the unpaid balance of \$100.00 minimum charge, whichever is greater, before providing further services of any kind to the subject project or CLIENT. Any inquiries about invoices should be made within 15 days of the invoice date.
- G. Either party may terminate this agreement with ten (10) days written notice. Outstanding fees for services performed prior to termination shall be due and payable upon termination. In the event that GDOT regulations applicable to the Project are amended prior commencement of the Project or if the services outlined in this proposal have not been authorized within thirty (30) days, fees quoted are subject to revision by SEI and approval by the CLIENT.
- H. Should the client be a 'Prime Consultant' where SEI is acting as a sub-consultant to the 'Prime Consultant' and the 'Prime Consultant' is a Corporation or partnership, working as consultant to the actual owner of the project, the representative signing this contract agrees that the company for which he is employed and represents will take full financial responsibility for the payment of the amounts specified herein regardless of whether or not the actual owner/developer of the

property pays the 'Prime Consultants' own invoices. Note: This clause does not exclude SEI's right to legally pursue the physical owner of the property in the event of non-payment by the Client or 'Prime Consultant.'

- I. All original papers, documents, electronic data and all work product and copies thereof, produced as a result of this contract shall remain the property of SEI and may be used by the SEI without further consent of the Client.
- J. Owner/Client shall pay SEI all costs and expenses incurred or paid by SEI in connection with the collection of any sums due hereunder, including without limitation, reasonable attorneys' fees of no less than 15% of the amount for which collection is sought.
- K. Under no circumstances shall either party be liable to the other party for any indirect, incidental, economic, special, punitive or consequential damages, whether for breach of contract, negligence, or under any other cause of action, that results from the relationship or the conduct of business contemplated herein.
- L. **HIDDEN CONDITIONS:** A structural condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If the SER has reason to believe that such a condition may exist, the client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition upon SEI providing written notice to CLIENT and upon written approval by CLIENT prior to said inspection and correction.
- M. If (1) the client fails to authorize such investigation or correction after due notification, or (2) the SER has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and the SER shall not be responsible for the existing condition nor any resulting damages to persons or property.
- N. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. The parties agree that in the event that any suit or proceeding is brought in connection with this Agreement, such suit or proceeding shall be brought in the Superior Court of Whitfield County, Georgia and the parties shall submit to the exclusive jurisdiction of such Court and waive any and all jurisdiction, venue, and inconvenient forum objections to such Court.
- O. **NO WAIVER:** The failure of ENGINEER to enforce, at any time or for any period of time, any one or more of the provisions of the CONTRACT shall not be construed to be, and shall not be, a waiver of any such provision or of its right thereafter to enforce each and every such provision.





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 04/15/2019 (tabled from 04/01/2019 meeting)

Agenda Item: Professional Services Agreement with Southeastern Engineering, Inc. (SEI) for Guardrail Replacements/Installations at Various Locations

Department: Public Works

Requested By: Andrew Parker

Reviewed/Approved by City Attorney? Yes

Cost: \$31,500 for Engineering/Plans + \$7,000 for Third Party Survey = \$38,500

Funding Source if Not in Budget 2007 T-SPLOST Safety Funds

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

This agreement with SEI, Inc. is for the engineering design, construction plan development, detailed construction estimate for bid documents, and all necessary construction details and standards for four (4) guardrail installations/replacements at the following locations:

- (1) S. Hamilton Street near the Friendship House
- (2) S. Thornton Ave south of Cedar Street over culvert
- (3) Emery Street at Loveman Lane
- (4) Intersection of Abutment Road and VD Parrott Pkwy

See attached summary and proposal for additional details.

The City will contract independently with Lowery and Associates for detailed survey of the four locations noted above.

Funding for this project comes from the 2007 T-SPLOST Safety funds which will be fully reimbursed by Whitfield County.

City of Dalton Public Works - 2019 Guardrail Projects

Location #	Project	Beginning	Ending	Description
1	S. Hamilton Street Guardrail Project	Friendship House	430 feet south of railroad crossing	Approximately 730 LF of guardrail replacement and shoulder work to replace existing, non-functioning guardrail. Due to lack of embankment/shoulder/right of way, this project might require installation of curb and gutter on east side of S. Hamilton Street. Install appropriate anchorages per AASHTO and GDOT policy.
2	S. Thornton Ave (S. Dixie Hwy) Guardrail Project at culvert	Approx. 615 LF south of Cedar Street	Approx. 755 LF south of Cedar Street	Approximately 140 LF (each side of culvert, 280LF Total) of guardrail replacement and shoulder work to replace existing non-functioning guardrail. Install appropriate anchorages per AASHTO and GDOT policy.
3	Emery Street @ Loveman Lane Intersection	Just west of eastbound stop bar on Emery Street	Just east of westbound stop bar on Emery Street	Approximately 80-100 LF of guardrail to keep errant vehicle from entering residential property south of the T-intersection. Loveman Lane approaching the intersection is a steep downgrade. This has occurred multiple times in recent memory. Install appropriate anchorages per AASHTO and GDOT policy.
4	Northeast corner of Abutment Road @ V.D. Parrott Jr. Pkwy Intersection	Tie onto existing guardrail or retaining wall	Wrap northeast corner radius	A new traffic signal will soon be installed at the subject intersection. The City will be installing its traffic signal cabinet and mast arm pole on the northeast corner and would like protection from a potential errant vehicle headed northbound on Abutment Road. There is existing guardrail attached to a retaining wall adjacent to Abutment Road. The guardrail extension could possibly be attached to existing guardrail or the existing guardrail might have to be replaced as determined in the design phase. Install appropriate anchorages per AASHTO and GDOT policy.

PROFESSIONAL SERVICES AGREEMENT

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

CLIENT: City of Dalton
P. Andrew Parker, PE
Assistant Public Works Director
535 Elm Street
Dalton, GA 30722
aparker@cityofdalton-ga.gov

PROJECT NAME: Engineering Services for Guardrail Design at Four Locations in the City of Dalton

PROJECT UNDERSTANDING

SEI understands that City of Dalton needs engineering services for a guardrail placement and/or replacement at four locations in the Dalton City limits. New guardrail will be added at West Emery Street and along portions of Abutment Road. Guardrail will be replaced and brought up to the most current GDOT standards on South Hamilton Avenue, South Thornton Avenue and portions of Abutment Road.

SCOPE OF SERVICES

Task 1 – Coordination with Lowery & Associates on Survey Processing

City shall coordinate with and direct Lowery & Associates to conduct a survey of all four guardrail locations and shall direct Lowery & Associates to provide the survey plat and related material in AutoCAD format (said format shall be ____). SEI shall covert said AutoCAD files into a format useable in MicroStation and InRoads software design platforms. City shall coordinate with and direct Lowery & Associates to complete any necessary utility locates and property resolution.

Task 2 – Roadway Design for Guardrail Placement and/or Replacement at Four Locations

SEI to provide engineering design for a set of roadway plans that will be used for a guardrail replacement project along sections of South Hamilton Street, South Thornton Avenue, West Emery Street and Abutment Road as out lined below:

- South Hamilton Street – 730 LF of guardrail replacement on the east side of the road
- South Thornton Avenue – 280 LF of guardrail replacement on both sides of the road
- West Emery Street – 100 LF of new guardrail on the south side of the road
- Abutment Road – 100 LF new and 120 LF replacement of guardrail on east side of the road

City of Dalton Public Works Department intends to provide plans to a guardrail contractor to get a construction price for the guardrail placement/replacement. The SEI design will use the latest GDOT guardrail standards for new 31-inch required standard guardrail height. The new GDOT guardrail standards that will be used are:

- 4380 – W Beam Guardrail 31-inch Guardrail Height
- 4381 – Post and Offset Blocks for W & T Beam Guardrail
- 4382 – Guardrail Connection at Bridge End or Concrete Barrier for 31-inch High Guardrail
- 4383 – Guardrail Anchorage Type 1 31-inch Guardrail Height
- 4384 – Guardrail Terminals, Type 12A, 12B and 12C for 31-inch Guardrail Height
- 4385 – T Beam Guardrail connection to 31-inch Height W Beam
- 4390 – W Beam Guardrail Transition 27-inch Guardrail to 31-inch Guardrail Height
- 4948A – Concrete Side Barrier Types 7-C, 7-R, 7-T, 7-W

The location of the proposed guardrail shall be in the same general location as the existing guardrail throughout each of the locations project limits. For the T-Beam attachment to the existing wall on Abutment Road, new 31-inch W Beam shall transition to T-Beam based upon GDOT Standard 4385 and that the T-Beam shall be attached to the existing wall per GDOT Standard 4382. SEI has not included any structural components of design within its scope of services pursuant to this Agreement. SEI acknowledges that two additional holes shall be drilled into the existing wall end based upon hole location pursuant to GDOT Standard 4948A above the existing holes for the T-Beam attachment to said wall.

The roadway design plans will include:

- Cover Sheet
- Typical Section Sheet
- Detailed Estimate
- Construction Plans
- Erosion Control Plans
- GDOT Guardrail Standards

Anticipated GDOT Pay Items to be use are:

- 163-0232 (acre) – Temporary Grassing
- 163-0240 (ton) – Mulch
- 165-0030 (liner feet) – Maintenance of Temporary Silt Fence, Type C
- 171-0030 (liner feet) – Temporary Silt Fence, Type C
- 210-0100 (lump sum) – Grading Complete
- 641-1100 (liner feet) – Guardrail Type T Beam
- 641-1200 (linear feet) – Guardrail Type W Beam
- 641-5001 (each) – Guardrail Anchor Type 1
- 641-5015 (each) – Guardrail Terminal, Type 12A, 31-inch, Tangent, Energy-Absorbing
- 700-6910 (acre) – Permanent Grassing
- 700-7000 (ton) – Agricultural Lime
- 700-8000 (ton) – Fertilizer Mixed Grade
- 700-8100 (pound) – Fertilizer Nitrogen Content

Task 3 – Contract Administration

SEI will assemble all the necessary contract documents required to solicit unit-cost-bid-quotes from qualified guardrail contractors.

COMPENSATION

PROFESSIONAL FEES			
Description	Task Subtotal	Billed	Initials
Task 1 – Coordination with Lowery & Associates on Survey Processing	\$1,500.00	<i>Monthly, % Complete of Lump Sum</i>	
Task 2 – Roadway Design for Guardrail Placement and/or Replacement at Four Locations	\$15,000.00	<i>Monthly, % Complete of Lump Sum</i>	
Task 3 – Contract Administration	\$5,000.00	<i>Monthly, % Complete of Lump Sum</i>	
Miscellaneous Services	\$10,000.00	<i>Monthly, % complete of Allowance</i>	
Total	\$31,500.00	<i>Monthly, % Complete of Lump Sum</i>	

SCHEDULE

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

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

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

Payment is due upon receipt of invoice. Finance charges of one and one-half percent (1.5%) will be added to the unpaid balance beginning 30 days after invoice date. Any changes and/or revisions to this

contract shall be agreed upon and initialed by all parties. This proposal shall be considered valid for a period of ninety (90) days from the date on page one (1).

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

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

ATTACHMENT A

EXCLUSIONS:

This agreement does not include the following:

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

ATTACHMENT B

HOURLY RATE SCHEDULE:

Services shall be invoiced according to the following rates:

Environmental Personnel:

Environmental Scientist I :	\$85/hr.
Environmental Services Manager:	\$125/hr.

Planning and Landscape Architecture Personnel:

Administrative:	\$60/hr.
Technician:	\$60/hr.
Land Planner:	\$125/hr.
Landscape Architect:	\$125/hr.

Engineering Personnel:

Administrative:	\$60/hr.
Technician:	\$60/hr.
Designer I:	\$75/hr.
Designer II:	\$95/hr.
Designer III:	\$115/hr.
Engineer I:	\$90/hr.
Engineer II:	\$110/hr.
Engineer III:	\$135/hr.
Project Manager:	\$155/hr.
Director/Principal:	\$250/hr.

Hourly* Surveying Personnel:

Field Crew: (1 Man)	\$90/hr.
Field Crew: (2 Man)	\$150/hr.
Field Crew: (3 man)	\$195/hr.
Survey Technician 1:	\$75/hr.
Survey Technician 2:	\$85/hr.
Survey Technician 3:	\$95/hr.
Administrative:	\$60/hr.

**Overtime rates = 1.5 x standard rates*

Salary Surveying Personnel (Overtime Exempt):

Survey Director: (PLS)	\$150/hr.
Project Manager: (PLS)	\$140/hr.
Associate Project Manager: (LSIT)	\$115/hr.
Field Coordinator:	\$110/hr.

Note: Personnel include direct and contract employees.

ATTACHMENT C

GENERAL CONDITIONS:

- A. **ENTIRE AGREEMENT AND ACCEPTANCE:** This CONTRACT comprises the full and entire agreement between the parties affecting all matters herein described, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized. ENGINEER shall not be bound by any instructions, statements, or writings that are not expressly contained herein except written change orders approved by CLIENT. These terms and conditions may be accepted only on the exact terms set forth herein and such terms and conditions supersede all prior discussions, understandings, or agreements related to this CONTRACT. Acceptance is made by CLIENT who either owns the subject project site or has an agreement with or the permission of the property owner which permits the ENGINEER to perform services at or related to the property.
- B. Our professional services shall be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted engineering, surveying and landscape architecture practices. This warranty is in lieu of all other warranties, either implied or expressed. SEI assumes no responsibility for interpretation made by others based upon the work or recommendations made by SEI
- C. **SCOPE OF SERVICES AND EXTRA WORK:** The scope of ENGINEER's services hereunder is strictly limited to the services described in the contract, and ENGINEER shall have no obligations beyond such scope. Further, ENGINEER shall have no obligation to perform, and shall not be liable for any investigations or field observations relating to the project, unless such investigations or field observations are expressly provided in this CONTRACT. The CLIENT shall pay ENGINEER additional fees and reimbursables for work required for the project and for services requested by CLIENT in writing, if such work or services are not expressly described hereof, including, but not limited to, services involving redesign, change in scope of the project or additional work or services. There shall be no oral change orders. All change orders shall be in writing and approved by CLIENT.
- D. It is understood and agreed that SEI, shall not be held responsible for any inaccuracies in any materials, data or records of any other person, firm or agency which are provided to it and/or may be utilized by it in the performance of specific services except as reasonably within the scope of this Agreement and within the experience and expertise of SEI in providing engineering services.
- E. Should client be a Corporation or Partnership, the person signing this work order agrees to take full personal financial responsibility for the payment of the amounts specified herein and hereby waives right to personal property exemptions pursuant to collection thereof.
- F. In the event additional services beyond the scope of work listed above are required by Owner/Client, we shall perform these services for an amount equal to normal hourly charges on work actually performed upon approval by Owner/Client. We shall submit monthly invoices for services outlined in this agreement. Payment is due upon receipt of invoice. Finance charges of one, one-half percent (1.5%) will be added to any unpaid balance at the end of 30 days (APR 18%). When an invoice is 60 days in arrears, ENGINEER shall have the further right to discontinue further services and assess an additional 10% of the unpaid balance of \$100.00 minimum charge, whichever is greater, before providing further services of any kind to the subject project or CLIENT. Any inquiries about invoices should be made within 15 days of the invoice date.
- G. Either party may terminate this agreement with ten (10) days written notice. Outstanding fees for services performed prior to termination shall be due and payable upon termination. In the event that GDOT regulations applicable to the Project are amended prior commencement of the Project or if the services outlined in this proposal have not been authorized within thirty (30) days, fees quoted are subject to revision by SEI and approval by the CLIENT.
- H. Should the client be a 'Prime Consultant' where SEI is acting as a sub-consultant to the 'Prime Consultant' and the 'Prime Consultant' is a Corporation or partnership, working as consultant to the actual owner of the project, the representative signing this contract agrees that the company for which he is employed and represents will take full financial responsibility for the payment of the amounts specified herein regardless of whether or not the actual owner/developer of the

property pays the 'Prime Consultants' own invoices. Note: This clause does not exclude SEI's right to legally pursue the physical owner of the property in the event of non-payment by the Client or 'Prime Consultant.'

- I. All original papers, documents, electronic data and all work product and copies thereof, produced as a result of this contract shall remain the property of SEI and may be used by the SEI without further consent of the Client.
- J. Owner/Client shall pay SEI all costs and expenses incurred or paid by SEI in connection with the collection of any sums due hereunder, including without limitation, reasonable attorneys' fees of no less than 15% of the amount for which collection is sought.
- K. Under no circumstances shall either party be liable to the other party for any indirect, incidental, economic, special, punitive or consequential damages, whether for breach of contract, negligence, or under any other cause of action, that results from the relationship or the conduct of business contemplated herein.
- L. HIDDEN CONDITIONS: A structural condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If the SER has reason to believe that such a condition may exist, the client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition upon SEI providing written notice to CLIENT and upon written approval by CLIENT prior to said inspection and correction.
- M. If (1) the client fails to authorize such investigation or correction after due notification, or (2) the SER has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and the SER shall not be responsible for the existing condition nor any resulting damages to persons or property.
- N. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. The parties agree that in the event that any suit or proceeding is brought in connection with this Agreement, such suit or proceeding shall be brought in the Superior Court of Whitfield County, Georgia and the parties shall submit to the exclusive jurisdiction of such Court and waive any and all jurisdiction, venue, and inconvenient forum objections to such Court.
- O. NO WAIVER: The failure of ENGINEER to enforce, at any time or for any period of time, any one or more of the provisions of the CONTRACT shall not be construed to be, and shall not be, a waiver of any such provision or of its right thereafter to enforce each and every such provision.



P.O. Box 201470
Cartersville, GA 30120
Phone: 770-334-8186
Fax: 770-809-5146
jasonb@lasurveys.com

April 1, 2019

Andrew Parker
City of Dalton Public Works Department

SURVEY SCOPE OF SERVICES

Thanks for the opportunity to bid on this project. Here is our not to exceed proposal for topographic surveying for the design of guard rail placement to be billed at an hourly rate of \$150 per hour for the field crew and \$95 per hour for the office calculations and drafting. If we can lump a couple of the small ones together into a single trip we can save some money on your end. This topographic survey will establish the elevations of the roadway, pavement limits, striping, utilities shall be located using Georgia One-call service, and the right of way shall be shown based on best available information.

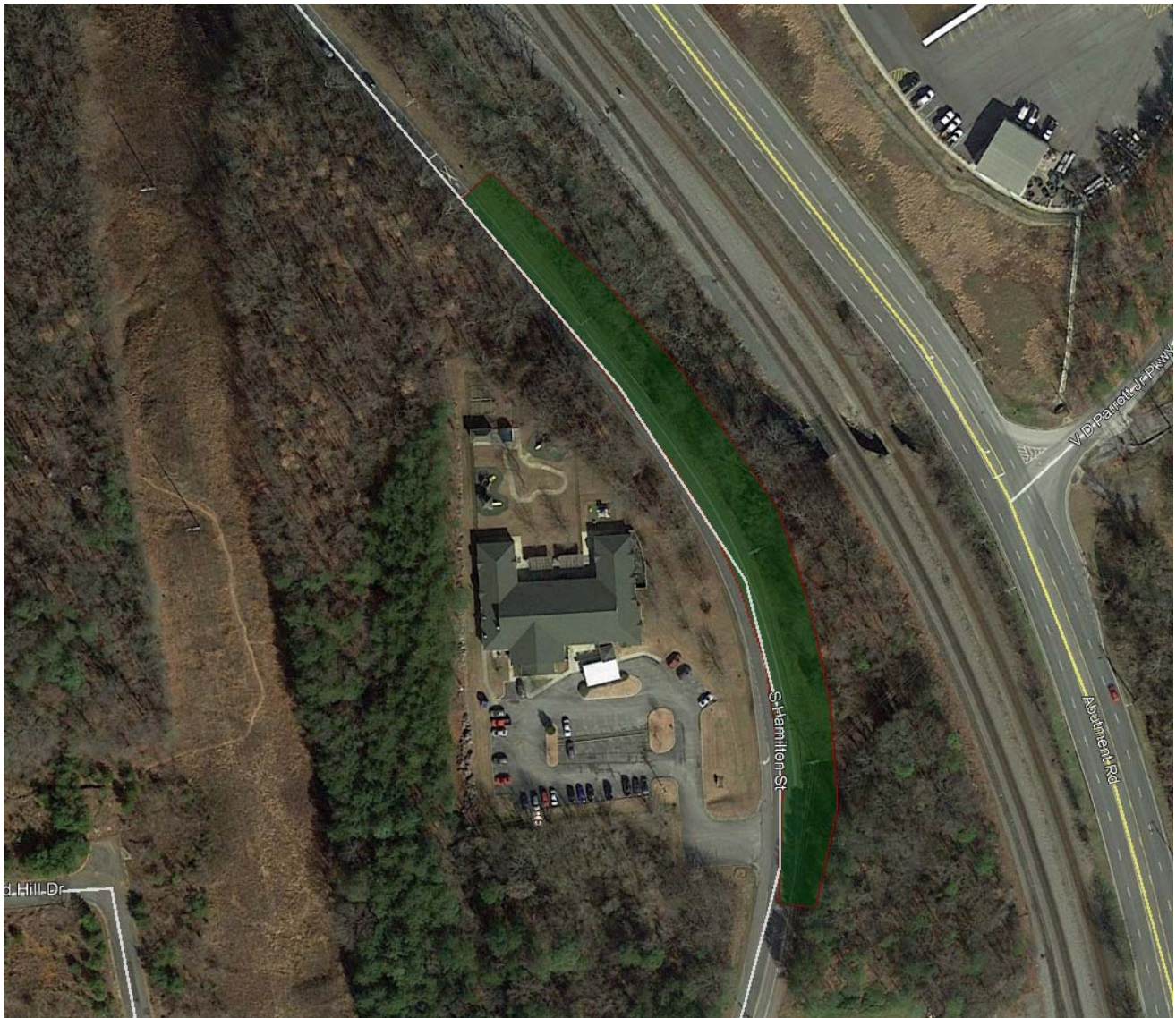
Site 1 - South Hamilton St: approximately 800 feet along existing roadway - \$2800
Site 2 - South Thornton Ave: approximately 200 feet along existing roadway - \$1600
Site 3 - West Emory St: approximately 175 feet along existing roadway - \$1000
Site 4 - Abutment Rd: approximately 300 feet along existing roadway - \$1600

See pages 2-4 of this proposal for details and survey limits. This is a not to exceed fee prepared in good faith. This project shall be billed at the stated rate port to port. Let me know if you have any questions or comments.

Jason Burnette, Sr. Project Manager
Lowery & Associates Land Surveying

Authorized Representative

SITE 1



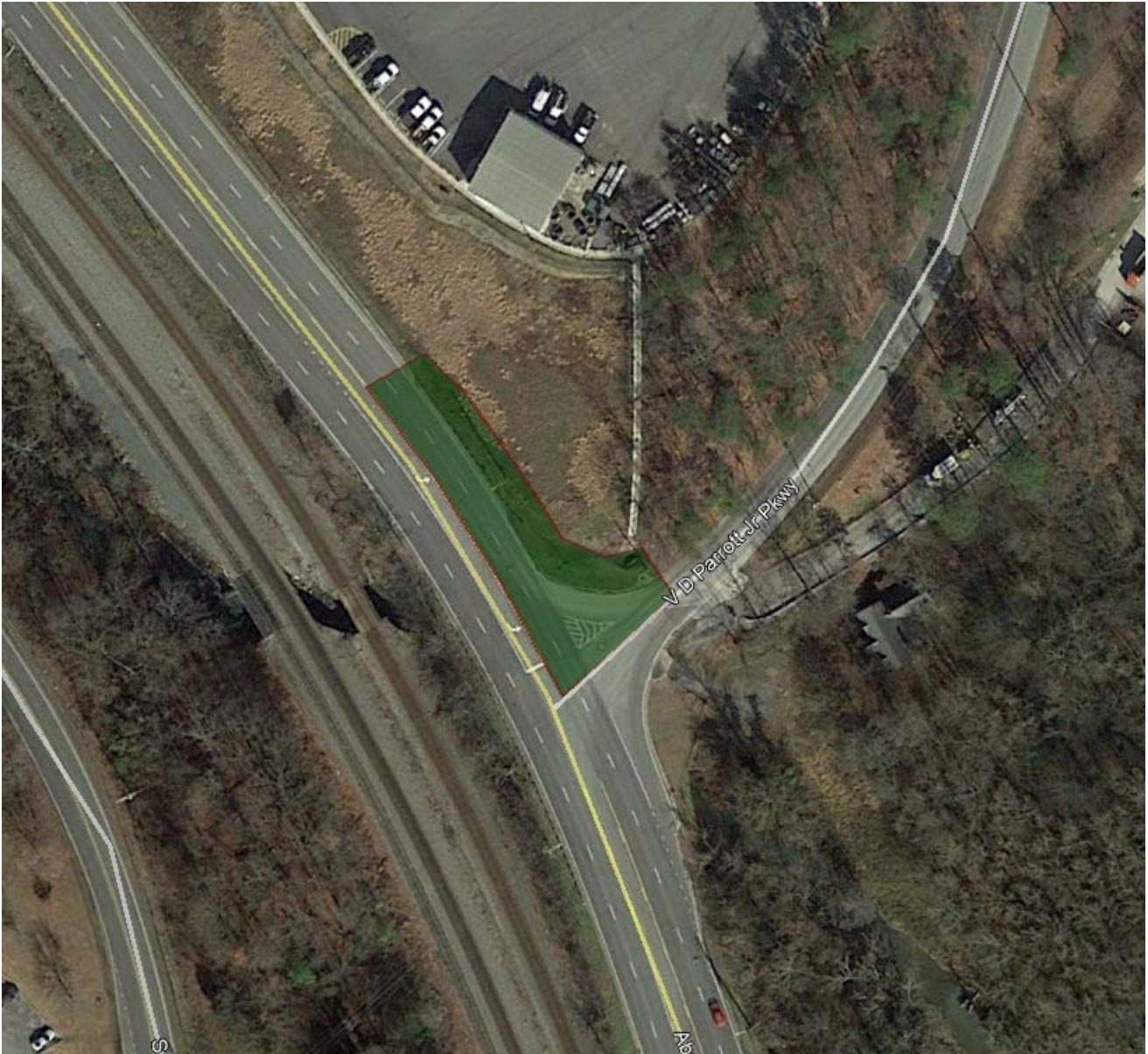
SITE 2



SITE 3



SITE 4





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 04/15/19
Agenda Item: Acceptance of Warranty Deed
Department: Administration
Requested By: Jason Parker
Reviewed/Approved by City Attorney? Yes

Cost:

Funding Source if Not in Budget

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

PWD has reviewed the **0.04 Acres** that HMC is conveying and agree that it would be good to have since we presently have some curbing located within that area. The conveyance would also give enough area to construct a sidewalk, if needed in the future.

Deed Doc: WD
Recorded 03/27/2019 09:44AM
Georgia Transfer Tax Paid : \$0.00
MELICA KENDRICK
Clerk Superior Court, WHITFIELD County, Ga.
Bk 06699 Pg 0472-0474

PT 1000 716

[Space above this line for recording data.]

Please Record and Return To:

J. Tom Minor, IV
The Minor Firm
P.O. Box 2586
Dalton, GA 30722-2586

WARRANTY DEED

Georgia, Whitfield County

THIS INDENTURE made this 15th day of March, 2019, between **Hamilton Medical Center, Inc.**, a Georgia non profit corporation, Grantor, and the **City of Dalton**, a municipal corporation of the State of Georgia, Grantee.

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

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

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

GRANTOR AND GRANTEE acknowledge that this deed was prepared from information furnished by them. No title examination has been made, and The Minor Firm shall have no liability for the status of title to the property or for the accuracy of such information.

TO HAVE AND TO HOLD the said tract of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit and behoof of the said Grantee forever, in Fee Simple. The said Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the lawful claims of all persons.

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

Signed, sealed and delivered

In the presence of:

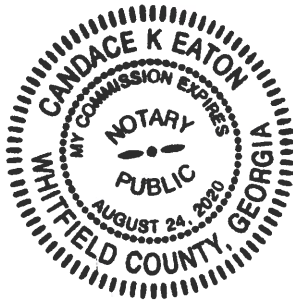
Patsy A. Oyles
Unofficial Witness

Candace K Eaton
Notary Public

My commission expires:

8/24/2020

[Notarial Seal]



Hamilton Medical Center, Inc.

By: [Signature]
President

Attest: [Signature]
Assistant Secretary

[Corporate Seal]



EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot Nos. 159, 183 and 184 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described as Tract No. 2, containing 0.04 acres, according to a plat of survey prepared for Hamilton Medical Center by H. Gregory Massey, Georgia Registered Land Surveyor No. 2760, dated January 10, 2019, and recorded in Plat Book E Pages 1256-1257, Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference.

THIS BLOCK RESERVED FOR THE CLERK
OF THE SUPERIOR COURT

SEE SHEET NO. 2
FOR CONTINUATION

UTILITY EASEMENT FOR GUY WIRES		
Course	Bearing	Distance
UE1	N20°58'12"W	11.94'
UE2	S68°01'48"W	5.00'
UE3	S20°58'12"E	10.39'
UE4	N56°24'56"W	6.36'
UE5	S33°33'04"W	6.00'
UE6	S56°24'56"E	7.08'

TPN: 12-160-06-000
HAMILTON MEDICAL CENTER
DEED BOOK 3196, PAGE 273

TPN: 12-160-43-000
AOC REALTY, INC.
DEED BOOK 3351, PAGE 217

TPN: 12-184-01-001
HAMILTON MEDICAL CENTER
DEED BOOK 2769, PAGES 88-96
TRACT 7

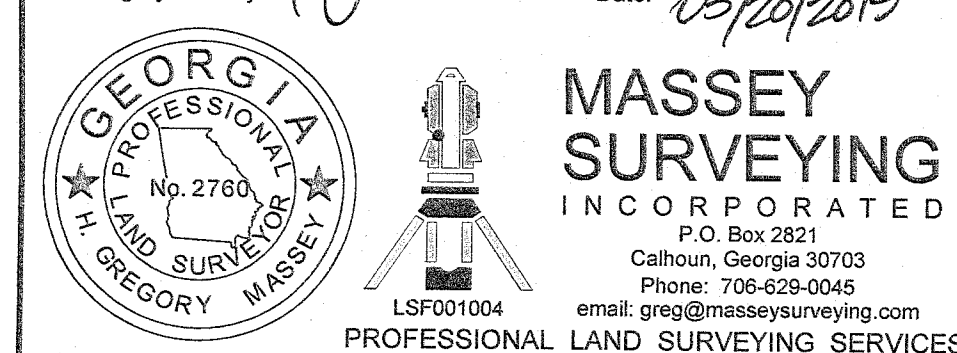
TPN: 12-184-01-039
ROSS WOODS, INC.
DEED BOOK 2769, PAGE 88
TRACT 5

Field & recorded
DATE: 3/20/2019
TIME: 3:35 PM
PLAT BOOK: 000006
PAGE: 01256
RECORDING FEE: 8.00
PARTICIPANT ID: 934690302
CLERK: Melica Kendrick
Whitfield County, GA

SURVEYORS CERTIFICATION

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers Land Surveyors and set forth in O.C.G.A. Section 15-6-67.

H. Gregory Massey - GARLS2760
Date: 03/20/2019



GENERAL NOTES

1. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF 1" IN 25,506 AND AN ANGULAR ERROR OF 03" PER ANGLE POINT AND WAS ADJUSTED USING COMPASS RULE METHOD.
2. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1" IN 1,027,003 FEET.
3. EQUIPMENT USED: TRIMBLE ROBOTIC TOTAL STATION WITH DATA COLLECTOR WAS USED TO OBTAIN ANGULAR AND DISTANCE MEASUREMENTS. TRIMBLE R-6, MODEL 4 DUAL FREQUENCY GPS UNIT WAS USED FOR ESTABLISHING CONTROL. A NETWORK ADJUSTED RTK SURVEY WERE OBTAINED BY USE OF THE REAL TIME NETWORK OPERATED BY GPS SOLUTIONS.
4. ALL HORIZONTAL DISTANCES SHOWN ARE GROUND DISTANCES.
5. MEASURING UNITS OF THIS SURVEY ARE IN U.S. FEET.
6. PROPERTY IS SUBJECT TO ALL EASEMENTS AND RIGHTS OF WAY, RECORDED AND UNRECORDED.
7. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. SUBJECT AND ADJACENT PROPERTY OWNERS DEED REFERENCES WERE OBTAINED FOR CLERK OF SUPERIOR COURT RECORDS AND ARE NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS.
8. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON. THIS SURVEY DOES NOT EXTEND TO UNNAMED PERSON, PERSONS OR ENTITY WITHOUT EXPRESS CERTIFICATION BY THE SURVEYOR NAMING SAID PERSON, PERSONS OR ENTITY.
9. THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED O.C.G.A. 15-6-67 AS AMENDED BY HB1004(2016), IN THAT WHERE A CONFLICT EXISTS BETWEEN THOSE TWO SETS OF SPECIFICATIONS, THE REQUIREMENTS OF LAW PREVAIL.

LEGEND

○ RFB	REBAR FOUND (SIZE NOTED)	PP	POWER POLE
○ OIP	OPEN TOP PIPE (SIZE NOTED)	SP	SERVICE POLE
● CRBS	CAPPED REBAR SET	TP	TELEPHONE POLE
○ CRFB	CAPPED REBAR FOUND	FTE	FINISHED FLOOR ELEVATION
THOS	TRUE POINT OF BEGINNING	TH	FIRE HYDRANT
POC	POINT OF COMMENCEMENT	SSMH	SANITARY SEWER MANHOLE
DB	DEED BOOK	DWCB	DOUBLE WING CATCH BASIN
PB	PLAT BOOK	SWCB	SINGLE WING CATCH BASIN
PG	PAGE	DI	DROP INLET
R/W	RIGHT OF WAY	CI	CURB INLET
LL	LAND LOT	JR	JUNCTION BOX
LLL	LAND LOT LINE	HW	HEADWALL
A	ARC LENGTH	FES	FLARED END SECTION
R	RADIUS	WM	WATER METER
CHD	CHORD	WV	WATER VALVE
— X —	LAND LOT LINE	— SS —	GUARD RAIL
— GAS —	RIGHT OF WAY LINE	— TRACKS —	TRACKS
— SS —	GUARD RAIL	— EASEMENT —	EASEMENT
— STORM DRAIN —	STORM DRAIN	— BUILDING SETBACK —	BUILDING SETBACK
— UGPW —	UNDERGROUND POWER	— PROPERTY LINE —	PROPERTY LINE
— UGTP —	UNDERGROUND TELEPHONE		
— OHUL —	OVERHEAD UTILITY LINE		

COMMENTS

Date	Description
03/20/2019	ADDED SHEET 2 AND INGRESS/EGRESS EASEMENTS

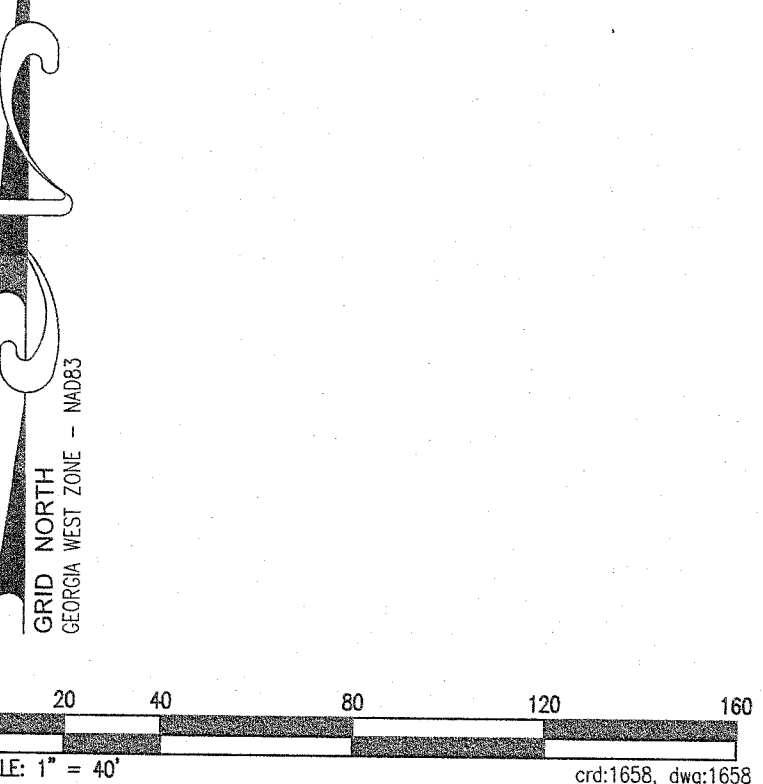
HAMILTON MEDICAL CENTER

LOCATED IN LAND LOTS 183 & 184
12th DISTRICT, 3rd SECTION
CITY OF DALTON
WHITFIELD COUNTY, GEORGIA

RETRACEMENT SURVEY

DATE: JANUARY 10, 2019
JOB NO: 1658
SUBMITTED: JANUARY 10, 2019

SHEET
1
1 OF 2

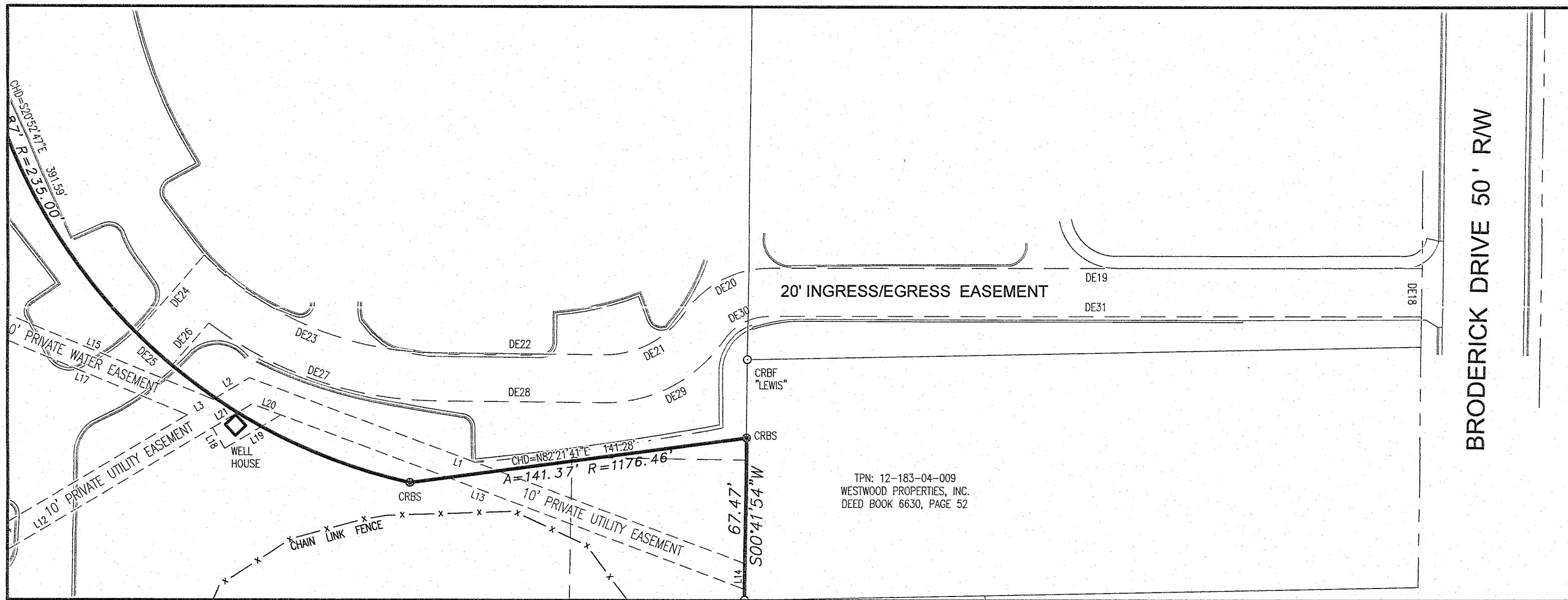
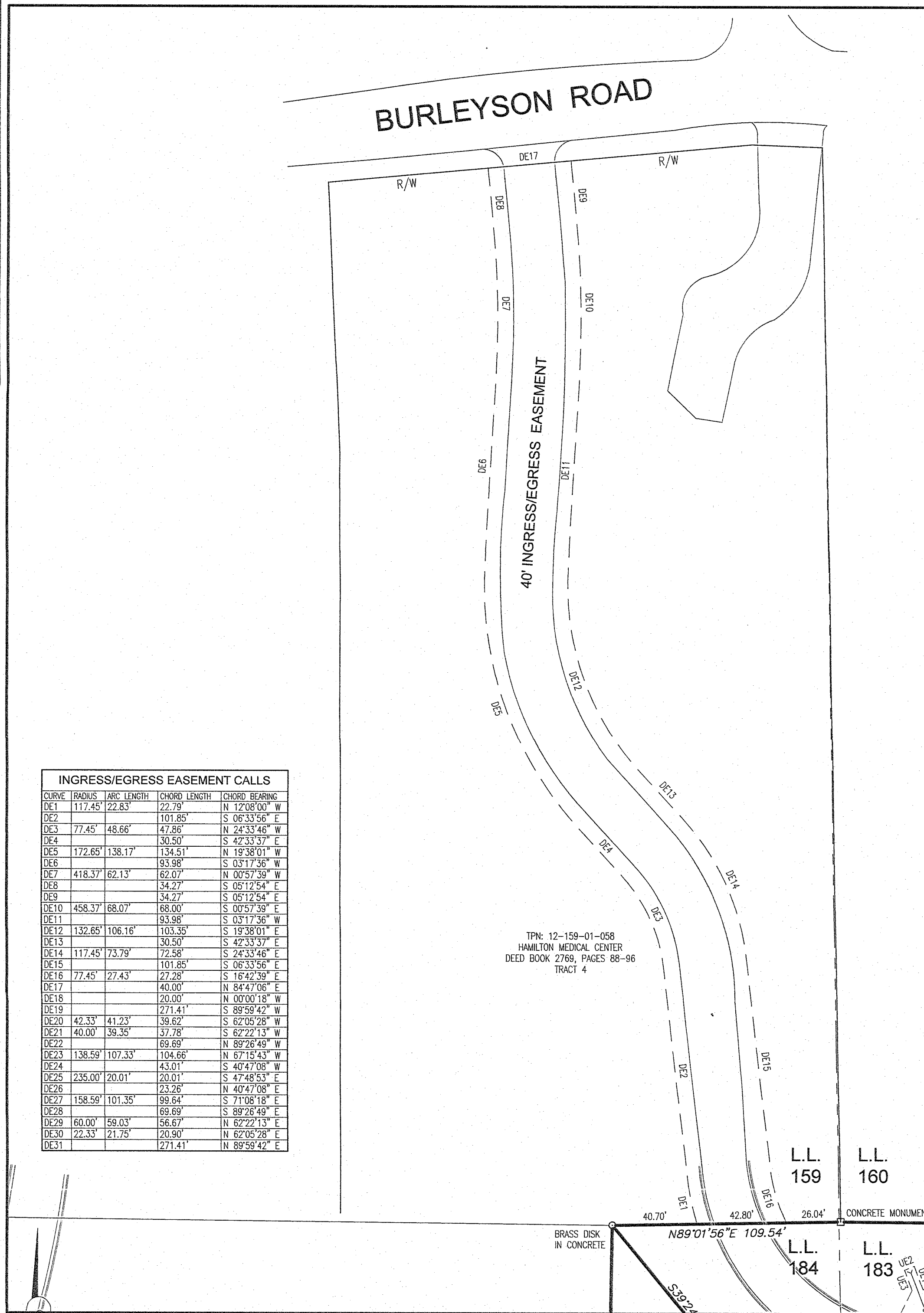


PRIVATE UTILITY EASEMENT		
Course	Bearing	Distance
L1	N89°30'30"W	219.74'
L2	S59°10'06"W	17.58'
L3	S59°10'06"W	12.49'
L4	S59°10'06"W	178.21'
L5	N42°34'43"W	4.59'
L6	N83°23'48"W	147.92'
L7	N00°14'31"E	83.21'
L8	N89°48'53"W	86.15'
L9	S00°12'47"W	132.69'
L10	S86°10'10"E	149.41'
L11	N43°00'57"W	32.77'
L12	N59°07'28"E	201.41'
L13	S69°28'02"E	218.58'
L14	N00°41'54"E	10.74'

PRIVATE EASEMENT FOR WATER LINE		
Course	Bearing	Distance
L15	N67°37'57"W	107.24'
L16	S22°22'03"W	10.00'
L17	S67°37'57"E	99.76'
L18	S30°52'32"E	10.00'
L19	N59°07'28"E	27.22'
L20	N69°26'02"W	12.79'
L21	S69°07'26"W	19.24'

NOTE: BUILDING AND PARKING AREAS
UNDER CONSTRUCTION AT TIME SURVEY

THIS BLOCK RESERVED FOR THE CLERK
OF THE SUPERIOR COURT



Filed & Recorded
DATE: 3/20/2019
TIME: 3:53 PM
PLAT BOOK: 000006
PAGE: 01257
RECORDING FEE: 8.00
PARTICIPANT ID: 934690302
CLERK: Melicia Kendrick
Whitfield County, GA

SURVEYORS CERTIFICATION

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January 10, 2019
Date: 03/20/2019
H. Gregory Massey - GAPLS2760

MASSEY SURVEYING INCORPORATED
P.O. Box 2821
Calhoun, Georgia 30703
Phone: 706-629-0045
email: greg@masseysurveying.com
LSF001004
PROFESSIONAL LAND SURVEYING SERVICES

GENERAL NOTES

1. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF 1" IN 25,506 AND AN ANGULAR ERROR OF 03" PER ANGLE POINT AND WAS ADJUSTED USING COMPASS RULE METHOD.
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6. PROPERTY IS SUBJECT TO ALL EASEMENTS AND RIGHTS OF WAY, RECORDED AND UNRECORDED.
7. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. SUBJECT AND ADJACENT PROPERTY OWNERS DEED REFERENCES WERE OBTAINED FOR CLERK OF SUPERIOR COURT RECORDS AND ARE NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS.
8. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON. THIS SURVEY DOES NOT EXTEND TO UNNAMED PERSON, PERSONS OR ENTITY WITHOUT EXPRESS CERTIFICATION BY THE SURVEYOR NAMING SAID PERSON, PERSONS OR ENTITY.
9. THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED O.C.G.A. 15-6-67 AS AMENDED BY HB1004(2016), IN THAT WHERE A CONFLICT EXISTS BETWEEN THOSE TWO SETS OF SPECIFICATIONS, THE REQUIREMENTS OF LAW PREVAIL.

LEGEND

○ RBF REBAR FOUND (SIZE NOTED)	○ PP POWER POLE
○ OTP OPEN TOP PIPE (SIZE NOTED)	○ SP SERVICE POLE
○ CRBS CAPPED REBAR SET	○ TIP TELEPHONE POLE
○ CRFB CAPPED REBAR FOUND	○ FFE FINISHED FLOOR ELEVATION
TPCB TRUE POINT OF BEGINNING	FFH FIRE HYDRANT
POC POINT OF COMMENCEMENT	SSM SANITARY SINKER MAHOLE
DB DEED BOOK	DWCS DOUBLE WING CATCH BASIN
PB PLAT BOOK	SWCS SINGLE WING CATCH BASIN
PS PAGE	DI DROP INLET
R/W RIGHT OF WAY	CI CURB INLET
LL LAND LOT	JB JUNCTION BOX
LL.L LAND LOT LINE	HW HEADWALL
A ARC LENGTH	FES FLARED END SECTION
R RADIUS	WM WATER METER
CHD CHORD	WV WATER VALVE

FENCE LINE ——— X ——— LAND LOT LINE ———
GAS LINE ——— GAS ——— RIGHT OF WAY LINE ———
SANITARY SEWER ——— SS ——— GUARD RAIL ———
STORM DRAIN ——— S ——— TRACKS ———
UNDERGROUND POWER ——— UGFW ——— EASEMENT ———
UNDERGROUND TELEPHONE ——— UGTP ——— BUILDING SETBACK ———
OVERHEAD UTILITY LINE ——— OHUL ——— PROPERTY LINE ———

COMMENTS

Date	Description
03/20/2019	ADDED SHEET 2 AND INGRESS/EGRESS EASEMENTS

HAMILTON MEDICAL CENTER
LOCATED IN LAND LOTS 183 & 184
12th DISTRICT, 3rd SECTION
CITY OF DALTON
WHITFIELD COUNTY, GEORGIA

RETRACEMENT SURVEY

DATE: JANUARY 10, 2019	SHEET 2 2 OF 2
JOB NO: 1658	
SUBMITTED: JANUARY 10, 2019	



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 04/15/19
Agenda Item: Resolution for GA Cities Week
Department: Administration
Requested By: Jason Parker

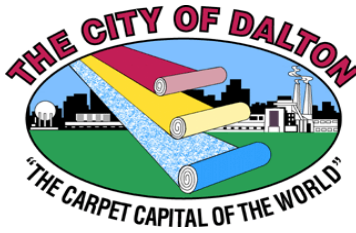
**Reviewed/Approved
by City Attorney?**

Cost:

**Funding Source if Not
in Budget**

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

Resolution Recognizing and Celebrating Georgia Cities Week April 21-27, 2019
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GEORGIA CITIES WEEK

April 21-27, 2019

A RESOLUTION OF THE CITY OF DALTON RECOGNIZING GEORGIA CITIES WEEK,
APRIL 21-27, 2019 AND ENCOURAGING ALL CITIZENS TO SUPPORT THE
CELEBRATION AND CORRESPONDING ACITIVITES.

WHEREAS, city government is the closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

WHEREAS, Georgia Cities Week is a very important time to recognize the important role played by city government in our lives; and

WHEREAS, this week offers an important opportunity to spread the word to all the citizens of Georgia that they can shape and influence this branch of government which is closest to the people; and

WHEREAS, the Georgia Municipal Association and its member cities have joined together to teach citizens about municipal government through a variety of different projects and information; and

WHEREAS, Georgia Cities Week offers an important opportunity to convey to all the citizens of Georgia that they can shape and influence government through their civic involvement.

NOW, THEREFORE BE IT RESOLVED that the City of Dalton hereby declares April 21-27, 2019 as Georgia Cities Week.

BE IT FURTHER RESOLVED that the City of Dalton encourages all citizens, city government officials and employees to do everything possible to ensure that this week is recognized and celebrated accordingly.

Adopted by the City of Dalton, Georgia this _____ day of April, 2019.

Mayor

City Clerk