



**MAYOR AND COUNCIL MEETING
MONDAY, APRIL 18, 2022
6:00 PM
DALTON CITY HALL**

AGENDA

Call to Order

Pledge of Allegiance

Approval of Agenda

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

Special Presentations:

- [1.](#) DCC looking back at 2021 and forward to 2022

Minutes:

- [2.](#) Mayor & Council Minutes of April 4, 2022

Unfinished Business:

- [3.](#) Second Reading Ordinance 22-08 To Repeal Subsection (d) of Section 26-34 of The Revised Code of 2001 In Order To Eliminate The Percentage Discount In Occupational Tax Due The City When A Business Commences In The City On Or After July 1 In Any Year; To Establish An Effective Date; To Provide For Severability; To Repeal Conflicting Law And Ordinances; And For Other Purposes.

New Business:

- [4.](#) DCA Certification of Consistency and Local Government Approval Forms for Northwest Georgia Family Crisis Center Emergency Shelter Grants
- [5.](#) FY-2021 Budget Amendment #5 - Final
- [6.](#) FY-2022 Budget Amendment #2
- [7.](#) Contract with MesoTech International for Automated Weather Observation System (AWOS) at Dalton Municipal Airport
- [8.](#) Professional Services Agreement with Geo-Hydro Engineers, Inc. for Ground Penetrating Radar within the West Hill Cemetery

9. Contract for Construction Management at Risk Preconstruction Services with Reeves Young, LLC on the New Aquatic Center for the City of Dalton
10. Professional Services Agreement with Gregg Sims, Architect for Design Services at John Davis Recreation Center
11. Resolution 22-03 Finding No Substantial Public Purpose In Real Property Known As Lot No. 421, Group 5 Of Crown Cotton Mills And Authorizing Its Sale By Sealed Bid
12. Resolution 22-04 Authorizing The City Of Dalton To Enter Into A Boundary Line Agreement By And Between The City Of Dalton And Staten Enterprises, Inc. For Adjoining Real Estate Tracts Off Waugh Street In The City Of Dalton
13. First Reading Ordinance 22-14 An Ordinance Of The City Of Dalton Amending Section 10-101 captioned “Definitions” and Section 10-112 (d) (1) Within Article IV “Special Events” Of Chapter 10 “Amusements And Entertainment” Of The 2001 Revised Code Of Ordinances Of The City Of Dalton To Provide And Clarify That Any Vendor Selling Or Purveying Alcoholic Beverages Must Hold An Alcoholic Beverage License From The City Of Dalton; To Establish An Effective Date; To Repeal Conflicting Laws And Ordinances; And For Other Purposes.

Supplemental Business

Announcements

Adjournment



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: Monday, April 18, 2022

Agenda Item: DCC looking back at 2021 and forward to 2022

Department: Dalton Convention Center

Requested By: Margaret Thigpen

Reviewed/Approved by City Attorney? N/A

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:

Brief power point presentation in regard to 2021 and 2022. The information has been presented to the DCC Board and now I would like to share it with the Mayor and Council.

Dalton ^{right}!

Dalton Convention Center

Mission:

The Dalton Convention Center is to provide the highest quality experience for gatherings up to 4000 people; providing the best Northwest Georgia has to offer for meetings, expositions, events, and special occasions.

COVID-19 →

2020

- Mid-March 2020 - COVID Shut down Shelter in place; Lay off - all PT & Temp. Labor
- April-May 2020 - Center Closed; Put all Capital improvement on hold
- June 2020 - Slowly re-open under Executive Order/CDC Guidelines; Sales Manager resigned

2021

- January-April 2021 - Executive Order in full effect - sporting Meetings/Banquets/Social Events - gathering limitations including food and beverage
- May 2021 - 50+ page Executive Order paired down to 30+ pages then to 25+ pages
- June 2021 - All provisions restricting the hospitality industry removed
- July 2021 - Executive Order paired down to 1 page

2021 Advertising/Marketing

Social Media
 DaltonConventionCenter.com
 DaltonEvents.com



Dalton Convention Center

Book Your Holiday Party at The Dalton Convention Center!

Book your holiday gathering for a great deal! The Dalton Convention Center offers private dining available for groups of 15 or more. Special rates are available for events booked during December 14-17. Reservations are required and based on availability.

Lunch & Dinner Buffet Menu

<ul style="list-style-type: none"> Sliced Turkey Glazed Ham Sides Sweet Potato Souffle Broccoli Casserole Country Style Green Beans Garden Salad 	<ul style="list-style-type: none"> Served With: Cranberry Sauce Rolls w/ butter Iced Tea Fruit Cobbler
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Starting at \$15.99

Contact Michael Allen - (706) 529-1834 | Michael@DaltonConventionCenter.com

right Dalton!
DaltonConventionCenter.com

DALTONCONVENTIONCENTER.COM

Blue Ridge Numismatic Association 2021

300+ tables, hundreds of reputable dealers from around the country...

2021 Advertising/Marketing

Print Advertising:

LaVoz

City Scope - Chattanooga

Women Only

Bridal Guide - Calhoun Magazine

Floor Focus

Dalton Visitors Guide

Electronic Billboards

Memberships:

GSAE

Chamber of Commerce - Diplomat



Say "YES!"
to The
Dalton Convention
Center

The Perfect Venue for Dream Weddings

For more about our
Wedding Packages,
call Kelly Ragan
at (706) 272-7676

In-House Food & Beverage Service

Scenic Mountain View Ballroom & Patio

Housing & Shuttle Services*

right! Dalton! Convention Center

DaltonConventionCenter.com - (706) 272-7676
2211 Dug Gap Battle Rd, Dalton, GA 30720
*Housing and Shuttle Services provided by the Dalton Convention & Visitors Bureau

2021 Summary!

❖ January

- Taste of Design ad was published in January publication of Floor Focus.

❖ February

- Jehovah's Witnesses Head Office decided on no in-person events this year, releasing 2021 holds and keeping 2022 holds.
- GA Robotics and FIRST Robotics Board of Directors decided on no in-person events this year, releasing 2021 holds and keeping 2022 holds.
- Michelle's Kitchen

❖ March

- Started 2020% discount initiative.
- Picked up two weddings previously booked at the Colonnade in Ringgold.
- Seeing a pickup in the social events, corporate events still slow to book due to COVID.

❖ April

- Still working with the 2020% discount initiative.

❖ May

- Continued pickup in social leads, small surge in political events.
- Our two big coin shows, GNA and BRNA, are booked out to 2024 and 2025.
- Our larger corporations are still not meeting in-person, some are still working from home.

❖ June

- Social events have continued to pick up this month with (3) Quinceanera booked in one week.
- Seem to be three different ways of thinking for Corporate/Association groups: still not booking, booking very last minute when they can ensure the event will not be cancelled due to COVID, or skipping 2021 but willing to book for 2022.

2021 Summary!

❖ July

- A lot of shows/expos have moved to the fall
- Some state associations are booking but a lot, are not back to doing in-person sessions yet.

❖ August

- Uptick in COVID related cancellations/lost leads: Hamilton Medical and AutoZone were lost leads, Community Foundation and Chamber Business Expo were cancellations
- Sent out over 100 invites for our Open House, August 26th.

❖ September

- Had a 2 week span (August 19-September 2) starting to cancel again due to COVID.
- Few pop up social events for later in the year.

❖ October

- Majority of business has moved to 2022.
- More bookings but less revenue.
- Some groups that haven't booked since 2020 are looking to book for 2022.
- Twice as many leads came in since last month; Tarkett is booking again.

❖ November

- Other than small pop up events we have moved mostly to 2022 booking.

❖ December

- This month followed the same pattern as November with majority of the events being in 2022 and beyond except for (3) last minute bookings.
- We did have one Christmas party that cancelled due to the rise of the Omicron variant.
- The Aaron Tipping concert on December 3rd was a successful event and we have had a rise recently in concert leads.

2021 Revenue Summary

	2019	2020	2021
January	\$97,270	\$63,471	\$92,530
February	\$91,851	\$107,268	\$13,477
March	\$183,342	\$80,202*	\$28,265
April	\$119,344	\$0	\$46,231
May	\$67,319	\$0	\$72,274
June	\$102,969	\$3,723	\$42,376
July	\$125,880	\$12,152	\$61,001
August	\$164,787	\$47,295	\$67,087
September	\$84,437	\$16,925	\$112,136
October	\$106,512	\$16,967	\$94,356
November	\$139,067	\$51,245	\$77,553
December	\$154,807	\$7,267	\$75,937
Total	\$1,438,005+	\$406,515+	\$783,223+

2021 BIGger Picture

January Actual EI

Rising Phoenix Volleyball
Jan 16-17, 21
Actual Economic Impact #'s

Event Days	# of Attendees	Hotel	# of Rooms Reported	Hotel Rate	14% Lodging Tax	Rate + Tax	Total	Sum of F&B, Shopping & Gas (\$55.00pp)	Facility Rental Cost	Total Economic Impact	State Hotel Fee \$5.00
2	1100				\$ -	\$ -	\$ -	\$ 121,000.00	\$ 2,550.00	\$ 123,550.00	\$0.00
		Baymont			\$ -	\$ -	\$ -				\$0.00
		Super 8 (College)			\$ -	\$ -	\$ -				\$0.00
		Comfort Inn			\$ -	\$ -	\$ -				\$0.00
		Country Inn			\$ -	\$ -	\$ -				\$0.00
		Courtyard	19	\$ 115.00	\$ 16.10	\$ 131.10	\$ 2,490.90				\$95.00
		Days Inn			\$ -	\$ -	\$ -				\$0.00
		Econolodge			\$ -	\$ -	\$ -				\$0.00
		Hampton	1	\$ 109.00	\$ 15.26	\$ 124.26	\$ 124.26				\$5.00
		Hilton Garden Inn			\$ -	\$ -	\$ -				\$0.00
		Holiday Inn Express	0	\$ 121.50	\$ 17.01	\$ 138.51	\$ -				\$0.00
		Howard Johnson			\$ -	\$ -	\$ -				\$0.00
		LaQuinta Inn	14	\$ 89.00	\$ 12.46	\$ 101.46	\$ 1,420.44				\$70.00
		Quality Inn			\$ -	\$ -	\$ -				\$0.00
		Red Roof Inn	2	\$ 74.99	\$ 10.50	\$ 85.49	\$ 170.98				\$10.00
		Super 8 (Market)		\$ -	\$ -	\$ -	\$ -				\$0.00
Totals			36				\$ 4,206.58	\$ 121,000.00	\$ 2,550.00	\$ 127,756.58	\$180.00

2021 BIGger Picture

April & May Actual EI

Dalton! Event Name: Blue Ridge Nurseries Con Show
Event Date: April 16-18, 2021
Actual Economic Impact #'s

Event Days	# of Attendees	Hotel/Facility	# of Rooms Picked Up	Hotel Rate	Rate + Mt. Tax	Total Room Revenue	Tx Lodging Tax picked up	Tx Sales Tax picked up	Sum of F&B, Shopping & Gas (255.00) per	Facility Rental Cost	Total Economic Impact	State Hotel Fee \$5.00
2	150	Convention Center							\$ 26,500.00	24,866.18		
		Baymont			\$ -	\$ -	\$ -	\$ -			\$ -	
		Super 8/College			\$ -	\$ -	\$ -	\$ -			\$ -	
		Comfort Inn			\$ -	\$ -	\$ -	\$ -			\$ -	
		Courtyard			\$ -	\$ -	\$ -	\$ -			\$ -	
		Country Inn			\$ -	\$ -	\$ -	\$ -			\$ -	
		Days Inn			\$ -	\$ -	\$ -	\$ -			\$ -	
		Econodge			\$ -	\$ -	\$ -	\$ -			\$ -	
		Hempden			\$ -	\$ -	\$ -	\$ -			\$ -	
		Hilton Garden Inn			\$ -	\$ -	\$ -	\$ -			\$ -	
		Holiday Inn			\$ -	\$ -	\$ -	\$ -			\$ -	
		Howard Johnson			\$ -	\$ -	\$ -	\$ -			\$ -	
		La Quinta	117	\$ 39.00	\$ 12.06	\$ 13,204.82	\$ 930.81	\$ 930.81			\$ 585.00	
		Quality Inn			\$ -	\$ -	\$ -	\$ -			\$ -	
		Red Roof Inn			\$ -	\$ -	\$ -	\$ -			\$ -	
		Super 8/Market			\$ -	\$ -	\$ -	\$ -			\$ -	
			117			\$ 13,204.82	\$ 930.81	\$ 930.81	\$ 26,500.00	\$ 24,866.18	\$ 164,962.80	\$ 585.00
	65 Dealer	\$ 100.00										
	52 Staff	\$ 50.00										

Dalton! Event Name: Burn-Helen Wedding
Event Date: 5/08/2021
Actual Economic Impact #'s

Event Days	# of Attendees	Hotel/Facility	# of Rooms Picked Up	Hotel Rate	Rate + 14% Tax	Total Room Revenue	Tx Lodging Tax picked up	Tx Sales Tax picked up	Sum of F&B, Shopping & Gas (255.00) per	Facility Rental Cost	Total Economic Impact	State Hotel Fee \$5.00
1	90	Dalton Convention Center							\$ 4,900.00	\$ 6,545.00		
		Baymont			\$ -	\$ -	\$ -	\$ -			\$ -	
		Super 8/College			\$ -	\$ -	\$ -	\$ -			\$ -	
		Comfort Inn			\$ -	\$ -	\$ -	\$ -			\$ -	
		Courtyard	6	\$ 104.00	\$ 118.56	\$ 588.80	\$ 36.48	\$ 36.48			\$ 25.00	
		Country Inn			\$ -	\$ -	\$ -	\$ -			\$ -	
		Days Inn			\$ -	\$ -	\$ -	\$ -			\$ -	
		Econodge			\$ -	\$ -	\$ -	\$ -			\$ -	
		Hempden			\$ -	\$ -	\$ -	\$ -			\$ -	
		Hilton Garden Inn			\$ -	\$ -	\$ -	\$ -			\$ -	
		Holiday Inn			\$ -	\$ -	\$ -	\$ -			\$ -	
		Howard Johnson			\$ -	\$ -	\$ -	\$ -			\$ -	
		La Quinta			\$ -	\$ -	\$ -	\$ -			\$ -	
		Quality Inn			\$ -	\$ -	\$ -	\$ -			\$ -	
		Red Roof Inn			\$ -	\$ -	\$ -	\$ -			\$ -	
		Super 8/Market			\$ -	\$ -	\$ -	\$ -			\$ -	
			6			\$ 588.80	\$ 36.48	\$ 36.48	\$ 4,900.00	\$ 6,545.00	\$ 11,537.60	\$ 25.00

2021 BIGger Picture

June Actual EI



Event Name: GACA Induction
Event Date: June 5, 2021
Actual Economic Impact #1

Event Date	# of Attendees	Hotel/Facility	# of Rooms Picked Up	Hotel Rate	Rate + 14% Tax	Total Room Revenue	2% Lockman Tax	2% Sales Tax	Sum of F&B Shopping Cart (25% Discount)	Facility Rental Cost	Total Economic Impact	State Hotel Tax (\$5.00)
1	150	DCC-LaGuerra							\$ 22,250.00	\$ 6,675.00		
		Reynolds			\$ -	\$ -	\$ -	\$ -			\$ -	\$ -
		Super 8/College			\$ -	\$ -	\$ -	\$ -			\$ -	\$ -
		Comfort Inn			\$ -	\$ -	\$ -	\$ -			\$ -	\$ -
		Courtyard			\$ -	\$ -	\$ -	\$ -			\$ -	\$ -
		Courtesy Inn			\$ -	\$ -	\$ -	\$ -			\$ -	\$ -
		Days Inn			\$ -	\$ -	\$ -	\$ -			\$ -	\$ -
		Knowledge			\$ -	\$ -	\$ -	\$ -			\$ -	\$ -
		Hampton			\$ -	\$ -	\$ -	\$ -			\$ -	\$ -
		Willow Garden Inn			\$ -	\$ -	\$ -	\$ -			\$ -	\$ -
		Holiday Inn			\$ -	\$ -	\$ -	\$ -			\$ -	\$ -
		Howard Johnson			\$ -	\$ -	\$ -	\$ -			\$ -	\$ -
		La Guerra	95	\$ 96.00	\$ 109.44	\$ 10,377.82	\$ 624.96	\$ 624.96	\$ 2,250.00	\$ 6,675.00	\$ 36,297.82	\$ 465.00
		Crudby Inn			\$ -	\$ -	\$ -	\$ -			\$ -	\$ -
		Red Roof Inn			\$ -	\$ -	\$ -	\$ -			\$ -	\$ -
		Super 8/Hickory			\$ -	\$ -	\$ -	\$ -			\$ -	\$ -
			95		\$ 10,377.82	\$ 624.96	\$ 624.96	\$ 2,250.00	\$ 6,675.00	\$ 36,297.82	\$ 465.00	



Event Name: Vaughan Retail Panel Meeting
Event Date: 06/02-10/2021
Actual Economic Impact #2

Event Date	# of Attendees	Hotel/Facility	# of Rooms Picked Up	Hotel Rate	Rate + 14% Tax	Total Room Revenue	2% Lockman Tax	2% Sales Tax	Sum of F&B Shopping Cart (25% Discount)	Facility Rental Cost	Total Economic Impact	State Hotel Tax (\$5.00)
2	250	Courtesy Inn/DCC							\$ 21,500.00	\$ 6,675.00		
		Stewart			\$ -	\$ -	\$ -	\$ -			\$ -	\$ -
		Super 8/College			\$ -	\$ -	\$ -	\$ -			\$ -	\$ -
		Comfort Inn			\$ -	\$ -	\$ -	\$ -			\$ -	\$ -
		Courtyard			\$ -	\$ -	\$ -	\$ -			\$ -	\$ -
		Courtesy Inn	25	\$ 90.00	\$ 102.60	\$ 2,565.00	\$ 140.00	\$ 140.00	\$ 400.00	\$ 6,675.00	\$ 25.00	
		Days Inn			\$ -	\$ -	\$ -	\$ -			\$ -	\$ -
		Knowledge			\$ -	\$ -	\$ -	\$ -			\$ -	\$ -
		Hampton			\$ -	\$ -	\$ -	\$ -			\$ -	\$ -
		Willow Garden Inn			\$ -	\$ -	\$ -	\$ -			\$ -	\$ -
		Holiday Inn			\$ -	\$ -	\$ -	\$ -			\$ -	\$ -
		Howard Johnson			\$ -	\$ -	\$ -	\$ -			\$ -	\$ -
		La Guerra			\$ -	\$ -	\$ -	\$ -			\$ -	\$ -
		Crudby Inn			\$ -	\$ -	\$ -	\$ -			\$ -	\$ -
		Red Roof Inn			\$ -	\$ -	\$ -	\$ -			\$ -	\$ -
		Super 8/Hickory			\$ -	\$ -	\$ -	\$ -			\$ -	\$ -
			25		\$ 2,565.00	\$ 140.00	\$ 140.00	\$ 400.00	\$ 2,250.00	\$ 6,675.00	\$ 25.00	
		DCC Fees			\$ 5,240.00							
		Rental			\$ 1,000.00							
		Kitchen Rental			\$ 4,940.00							
		Deposit			\$ 115.00							
		Furniture Rental			\$ 561.00							
		Total			\$ 9,053.00							

2021 BIGger Picture

August Actual EI

Event Name: Old Forge Runners' Con Show
Event Date: 8/27-8/28, 2021
Actual Economic Impact #:

Event Date	# of Attendees	Hotel/Facility	# of Rooms Picked Up	Hotel Rate	Rate + 18% Tax	Total Room Revenue	T/L Lodging Tax picked up	T/L Sales Tax picked up	Sum of FSE, Shipping & Gas (\$55.00 per)	Facility/Rental Cost	Total Economic Impact	State Hotel Fee \$5.00
8/27	700	DCC										
		Baymont										
		Super 8 College										
		Comfort Inn										
		Courtyard										
		Country Inn										
		Days Inn										
		Econo Lodge										
		Hampton										
		Hilton Garden Inn										
		Holiday Inn	75	\$ 138.00	\$ 163.44	\$ 2,376.30	\$ 145.50	\$ 145.50				\$ 15.00
		Howard Johnson										
		La Quinta	30	\$ 95.00	\$ 112.00	\$ 2,257.20	\$ 138.00	\$ 138.00				\$ 150.00
		Quality Inn										
		Red Roof Inn	75	\$ 79.99	\$ 93.79	\$ 2,361.63	\$ 133.99	\$ 133.99				\$ 15.00
		Super 8 Market										
			70			\$ 2,376.30	\$ 289.50	\$ 289.50	\$ 247,830.00	\$ 25,113.00	\$ 278,614.80	\$ 250.00
		DCC										
		Space Rental				\$ 2,750.00						
		Food				\$ 4,326.00						
		Other				\$ 8,527.00						
						\$ 25,403.00						

Event Name: Body of Christ Water Nite
Event Date: 8/27-8/28, 2021
Actual Economic Impact #:

Event Date	# of Attendees	Hotel/Facility	# of Rooms Picked Up	Hotel Rate	Rate + 18% Tax	Total Room Revenue	T/L Lodging Tax picked up	T/L Sales Tax picked up	Sum of FSE, Shipping & Gas (\$55.00 per)	Facility/Rental Cost	Total Economic Impact	State Hotel Fee \$5.00
8/27	700	DCC										
		Baymont										
		Super 8 College										
		Comfort Inn										
		Courtyard	30	\$ 109.00	\$ 128.26	\$ 4,721.88	\$ 289.94	\$ 289.94				\$ 150.00
		Country Inn	30	\$ 109.00	\$ 128.26	\$ 3,272.80	\$ 228.90	\$ 228.90				\$ 150.00
		Days Inn										
		Econo Lodge										
		Hampton										
		Hilton Garden Inn										
		Holiday Inn										
		Howard Johnson										
		La Quinta										
		Quality Inn										
		Red Roof Inn										
		Super 8 Market										
			60			\$ 8,449.80	\$ 518.84	\$ 518.84	\$ 77,000.00	\$ 2,773.50	\$ 90,723.80	\$ 150.00

2021 BIGger Picture September Actual EI

Event Name: Floor-Tel 2021
Event Date: Sept 14-15, 2021
Actual Economic Impact #s

Event Date	# of Attendees	Hotel/Facility	Hotel Rate	Room Nights	Total Rooms Occupied	In-County Tax	Out-County Tax	Sum of FMR, Showroom & Gas (MFR-2020)	Facility Rental Cost	Total Economic Impact	State Hotel Tax	
9/14	306							\$ 33,000.00	\$ 70,000.00		\$ 0.00	
		Baymont		0	0	0	0				\$ 0.00	
		Super 8/College/Concord Inn		0	0	0	0				\$ 0.00	
		Courtyard	0	186.00	0	120.00	0	1,759.80	0	72.48	0	72.48
		Country Inn		0	0	0	0				\$ 0.00	
		Days Inn		0	0	0	0				\$ 0.00	
		Econo Lodge		0	0	0	0				\$ 0.00	
		Hampton		0	0	0	0				\$ 0.00	
		Hilton Garden Inn	12	0	120.00	0	86.40	0	1,801.82	0	186.76	
		Holiday Inn		0	0	0	0				\$ 0.00	
		Howard Johnson		0	0	0	0				\$ 0.00	
		La Quinta		0	0	0	0				\$ 0.00	
		Quality Inn		0	0	0	0				\$ 0.00	
		Red Roof Inn		0	0	0	0				\$ 0.00	
		Super 8/Market		0	0	0	0				\$ 0.00	
		21				187.00	0	1,881.62	0	1,958.24	0	
		Space Rental	\$11.4H									
		All Equipment Fee	2.80									
		Furniture Fee	\$1,252.00									
		Decor Fee	\$3,086									
		Labor Fee	\$7,798.50									
		Electrical Fee	\$2,408.00									
		Books Festival Fee	\$1,680.00									
		Other Income Fee	\$18,007.00									
		Food Canning	\$1,567.00									
		Taxes Fee	\$1,024.52									

Event Name: NPC Southern Muscle Showdown
Event Date: 9/04-05/2021
Actual Economic Impact #s

Event Date	# of Attendees	Hotel/Facility	Hotel Rate	Room Nights	Total Rooms Occupied	In-County Tax	Out-County Tax	Sum of FMR, Showroom & Gas (MFR-2020)	Facility Rental Cost	Total Economic Impact	State Hotel Tax
9/04	620							\$ 48,000.00	\$ 8,174.00		\$ 0.00
		Baymont		0	0	0	0				\$ 0.00
		Super 8/College/Concord Inn		0	0	0	0				\$ 0.00
		Courtyard	106	0	106.00	0	124.20	0	12,823.04	0	793.52
		Country Inn		0	0	0	0				\$ 0.00
		Days Inn		0	0	0	0				\$ 0.00
		Econo Lodge		0	0	0	0				\$ 0.00
		Hampton		0	0	0	0				\$ 0.00
		Hilton Garden Inn	12	0	120.00	0	105.60	0	1,627.32	0	35.96
		Holiday Inn		0	0	0	0				\$ 0.00
		Howard Johnson		0	0	0	0				\$ 0.00
		La Quinta	30	0	30.00	0	112.80	0	1,386.80	0	207.50
		Quality Inn		0	0	0	0				\$ 0.00
		Red Roof Inn		0	0	0	0				\$ 0.00
		Super 8/Market		0	0	0	0				\$ 0.00
		146				105.60	0	15,013.16	0	1,037.98	0
		Mates									
		Rental OCC	14800								
		AW/Dive	\$2700.35								
		Concessions	\$076								
		Total Attendees	620								

2021 BIGger Picture

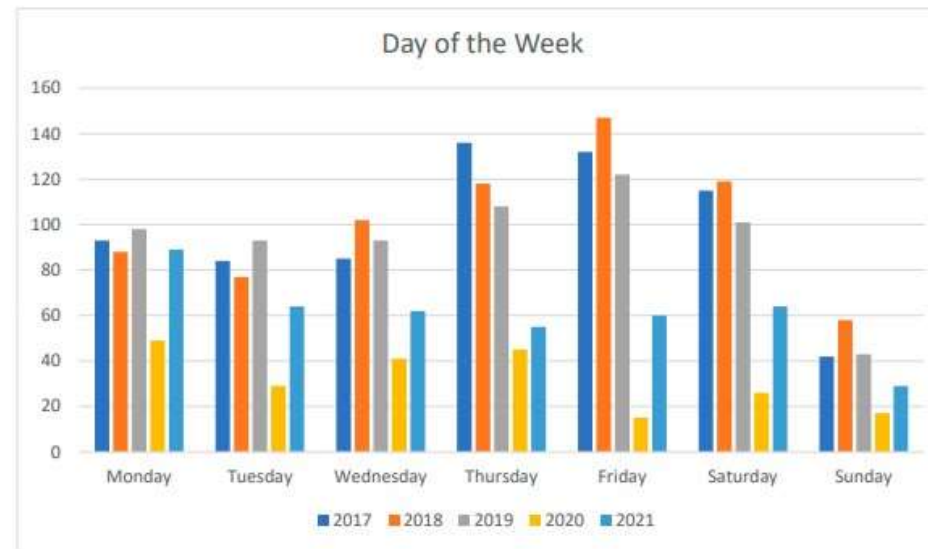
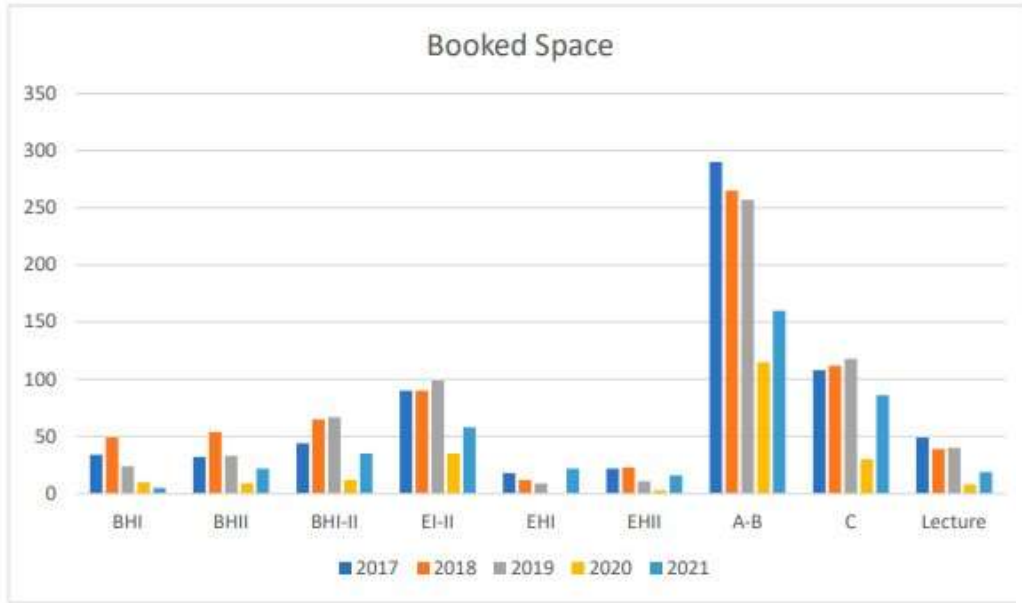
October Actual EI



Event Name: AON Health Solutions
 Event Date: Oct 18-21, 2021
 Actual Economic Impact #'s

Event Days	# of Attendees	Hotel/Facility	# of Rooms Picked Up	Hotel Rate	Rate + 14% Tax	Total Room Revenue	7% Lodging Tax picked up	7% Sales Tax picked up	Sum of F&B Shopping & Gas (\$55.00pp)	Facility Rental Cost	Total Economic Impact	State Hotel Fee \$5.00
4	28	DCC/ Country Inn							\$ 6,160.00	\$ 3,613.00		
		Baymont			\$ -	\$ -	\$ -	\$ -				\$ -
		Super 8(College)			\$ -	\$ -	\$ -	\$ -				\$ -
		Comfort Inn			\$ -	\$ -	\$ -	\$ -				\$ -
		Courtyard			\$ -	\$ -	\$ -	\$ -				\$ -
		Country Inn	310	\$ 119.00	\$ 135.66	\$ 42,054.60	\$ 2,582.30	\$ 2,582.30				\$ 1,550.00
		Days Inn			\$ -	\$ -	\$ -	\$ -				\$ -
		Econodge			\$ -	\$ -	\$ -	\$ -				\$ -
		Hampton			\$ -	\$ -	\$ -	\$ -				\$ -
		Hilton Garden Inn			\$ -	\$ -	\$ -	\$ -				\$ -
		Holiday Inn			\$ -	\$ -	\$ -	\$ -				\$ -
		Howard Johnson			\$ -	\$ -	\$ -	\$ -				\$ -
		La Quinta			\$ -	\$ -	\$ -	\$ -				\$ -
		Quality Inn			\$ -	\$ -	\$ -	\$ -				\$ -
		Red Roof Inn			\$ -	\$ -	\$ -	\$ -				\$ -
		Super 8(Market)			\$ -	\$ -	\$ -	\$ -				\$ -
			310			\$ 42,054.60	\$ 2,582.30	\$ 2,582.30	\$ 6,160.00	\$ 3,613.00	\$ 51,827.60	\$ 1,550.00

2021 Summary!



2022 Advertising/Marketing

Social Media

DaltonConventionCenter.com

DaltonEvents.com



Dalton Convention Center

January 21 at 2:01 PM · 🌐

There are still tables available for this awesome event!! The Northwest Georgia FCA is excited to announce the new Florida head football coach, Billy Napier, is the guest speaker for their annual Home Team Banquet. It will be February 8 at 6:30 PM. For more info, click below. #floridafootball #billynapier

<http://ow.ly/agJg50HA8FI>



2022 Advertising/Marketing

Print Advertising:

LaVoz

City Scope

Women Only

Bridal Guide - Calhoun Magazine

Floor Focus

Dalton Visitors Guide

Electronic Billboards

Memberships:

GSAE

Chamber of Commerce - Diplomat



A large advertisement for the Dalton Convention Center. It features a woman in a white wedding dress holding a bouquet. The text reads: 'Say "YES!" to The Dalton Convention Center The Perfect Venue for Dream Weddings'. Below this, it says: 'For more about our Wedding Packages, call Kelly Ragan at (706) 272-7676'. At the bottom, there are three small images: 'In-House Food & Beverage Service', 'Scenic Mountain View Ballroom & Patio', and 'Housing & Shuttle Services*'. The bottom right corner has a QR code and the text: 'DaltonConventionCenter.com - (706) 272-7676 2211 Dug Gap Battle Rd, Dalton, GA 30720 *Housing and Shuttle Services provided by the Dalton Convention & Visitors Bureau'.

2022

Looking Forward

New Groups *as of 1/2022*

- Antique Bottle Show
- (3) Hometown Productions - *(out of Ringgold)*
- GA Mtn Moonshine Cruizin
- NAWCC (Watch Makers) - *(Regional pulled from Chattanooga; possible National to come)*
- Grand Prince Hall of GA - *(beat out Rome)*
- GACAA (Ag Comm)
- (3) Weddings
- (3) Quinceanera's
- (1) Cheer Competition - *(from Marietta area)*
- Hispanic Dance *(contact hasn't had an event in years at the convention center)*
- Clyde Masters Concerts - *(Chattanooga Fire Concert added an additional June concert)*



right!
Dalton!
Dalton Convention Center

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
APRIL 4, 2022

The Mayor and Council held a meeting this evening at 6:00 p.m. in the Council Chambers of City Hall. Present were Mayor David Pennington, Council members Dennis Mock, Annalee Harlan, Tyree Goodlett and Steve Farrow, City Administrator Andrew Parker and City Attorney Terry Miller.

CALL TO ORDER

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

APPROVAL OF AGENDA

On the motion of Council member Harlan, second Council member Farrow, the Agenda dated April 4, 2022 was approved. The vote was unanimous in favor.

PUBLIC COMMENTARY

Jason Mock, President and CEO of the Greater Dalton Chamber of Commerce, introduced himself to the Mayor and Council.

MINUTES

The Mayor and Council reviewed the Regular Meeting Minutes of March 21, 2022. On the motion of Council member Goodlett, second Council member Mock, the minutes were approved. The vote was unanimous in favor.

SECOND READING – ORDINANCE 22-05 UNOPEN ROAD MORNINGSIDE DRIVE

City Administrator Andrew Parker presented Ordinance 22-05 to the Mayor and Council, outlining that this Ordinance is to Make Findings Of Fact Concerning the Public Use And Necessity Of An Unopened Section Of Morningside Drive, As Shown On Plat Of Frazier Acres; To Consider Vacating And Abandonment Of The Public Interest In And To The Said Section Of Platted And Unopened Street For Public Street And Transportation Purposes; To Declare The Closing Of Such Section Of Platted But Unopened Street, For Public Use And Transportation; To Authorize Delivery Of A Quitclaim Deed Of Any Interest Of The City Of Dalton Reserving All Utility Easements To Adjacent Property Owners; To Establish An Effective Date; And For Other Purposes. On the motion of Council member Mock, second Council member Farrow, the Ordinance was approved. The vote was unanimous in favor.

SECOND READING – ORDINANCE 22-06 – CODE ENFORCEMENT

City Administrator Andrew Parker presented Ordinance 22-06 to the Mayor and Council, outlining that this Ordinance is to Make Findings Of Fact Concerning the Public Use And - An Ordinance Of The City Of Dalton To Amend Chapter 22 Captioned “Buildings And Building Regulations” Providing For Delegation Of Powers And Authority For the Administration And Enforcement Of The Provisions Of Chapter 22 And The Powers Of “Building Inspector” Under Section 5-23 Of The Charter (Ga. L. 1908, P. 579, Section 8) And Sections 22-501 et. seq. Of the Revised Code Of 2001, As Amended; To Establish an Effective Date; To Provide for Severance; To Repeal Conflicting Local Laws; And for Other Purposes. On the motion of Council member Harlan, second Council member Goodlett, the Ordinance was approved. The vote was unanimous in favor.

NEW 2022 ALCOHOL BEVERAGE APPLICATIONS

Council member Annalee Harlan presented the following New 2022 Alcohol Beverage Applications:

(2) 2022 ALCOHOL APPLICATIONS

1. Business Owner: Antojos Cocina y Cantina, LLC
d/b/a: Antojos Cocina y Cantina
Applicant: Karina Silva Perez
Business Address: 116 W. King St
License Type: Pouring Beer, Pouring Wine, Pouring Liquor (Restaurant)
Disposition: **New**

2. Business Owner: W K McKinney, LLC
d/b/a: Baja Coop
Applicant: John McKinney
Business Address: 222 N. Hamilton St.
License Type: Pouring Beer, Pouring Wine (Restaurant)
Disposition: **New**

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

RENEWAL OF HVAC MAINTENANCE AGREEMENT WITH EMCOR FOR OLD POST OFFICE BUILDING

Human Resources Director Greg Batts presented the Renewal of HVAC Maintenance Agreement with EMCOR for Old Post Office Building. Batts stated the Agreement has a 5% increase from the previous year. On the motion of Council member Mock, second Council member Harlan, the Renewal Agreement was approved. The vote was unanimous in favor.

RESOLUTION 22-02 ETHICS IN GOVERNMENT

City Administrator Andrew Parker presented Resolution 22-02 regarding Ethics in Government to the Mayor and Council. Parker stated that Georgia Municipal Association requires re-certification every 4 years to continue to participate in the program by adopting the 5 ethics principles as outlined below:

1. Serve others, not ourselves
2. Use resources with efficiency and economy
3. Treat all people fairly
4. Use the power of our position for the well-being of our constituents
5. Create an environment of honesty, openness and integrity

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

CHANGE ORDER REQUEST - SP210 HERITAGE POINT SOCCER COMPLEX PROJECT - NWGP INC.

Public Works Director Chad Townsend presented a Change Order Request for SP210 Heritage Point Soccer Complex Project - NWGP Inc. Townsend stated that Northwest Georgia Paving and the City of Dalton mutually agree to expedite the acquisition of RCP at an additional cost to reduce the impact toward delaying the completion time for the SP 210 Heritage Point Soccer Complex Project at a lump sum of \$6130.00.

- Request for additional cost of turndown sidewalk total nail face of 6-inch-thick as per Advanced Sports Group along the field edge to secure the turf to sidewalk face at a sum of \$236,829.68
- Request for Time Request due to Material delays (2 months)

On the motion of Council member Mock, second Council member Goodlett, the Change Order Request was approved.

GDOT CONTRACT TO ACQUIRE LAND/EASEMENT RWY 32 RPZ; DBE UPDATE FY21-23; REPLACE AWOS AT THE DALTON MUNICIPAL AIRPORT

Airport Director Andrew Wiersma presented to the Mayor and Council the GDOT Contract to Acquire Land/Easement RWY 32 RPZ; DBE Update FY21-23; Replace AWOS At the Dalton Municipal Airport. Wiersma stated the contract with GDOT to receive federal/state grant in the amount of \$737,274.36 for land and easement acquisition, replacement of the Automated weather observation system (AWOS) and profession services to update to airport's DBE plan. Wiersma stated the bundle of grants total \$63,349.05 and requested \$30,849.05 for the local match funds. Wiersma recapped that the Mayor and Council previously approved the local match for the AWOS replacement in the amount of \$32,500.00. On the motion of Council member Harlan, second Council member Goodlett, the Contract was approved. The vote was unanimous in favor.

CONTRACT WITH THRIVE OUTDOOR, INC. FOR GRADING SERVICES AT DALTON MUNICIPAL AIRPORT

Airport Director Andrew Wiersma presented the Contract with Thrive Outdoor, Inc. for Grading Services at Dalton Municipal Airport in the amount of \$18,017.00 for grading a roughly half an acre area for the purpose of new hangar construction. On the motion of Council member Mock, second Council member Harlan, the Contract was approved. Note: 95% reimbursement of project will come from the FY23 Bipartisan Infrastructure Law (BIL) Funds.

FIRST READING - ORDINANCE 22-08 – OCCUPATION TAX PRORATION

The Mayor and Council held a first reading of Ordinance 22-08 to Repeal Subsection (d) of Section 26-34 of The Revised Code of 2001 in Order to Eliminate the Percentage Discount in Occupational Tax Due the City When A Business Commences in The City on Or After July 1 In Any Year; To Establish an Effective Date; To Provide for Severability; To Repeal Conflicting Law and Ordinances; And for Other Purposes.

FIRST READING - ORDINANCE 22-09 – HOME RULE/CITY’S REAL & PERSONAL PROPERTY

The Mayor and Council held a first reading of Ordinance 22-09 to amend Pursuant to Home Rule (O.C.G.A. Section 36-35-3(b)(1)) The Charter of The City of Dalton (Ga. L. 1974, P.181, As Amended, Particularly by Ordinance No. 05-03, Section 2 And 3, To Provide Regulation of Leasing of The City’s Real and Personal Property; To Specify an Effective Date; To Provide for Severance; And for Other Purposes. On the motion of Council member Mock, second Council member Farrow, the first reading of this Ordinance was read. The vote was unanimous in favor.

ORDINANCE 22-10 – CHRIS JAMES REZONING REQUEST

NW Georgia Planning Commission Assistant Planning Director Ethan Calhoun presented the the request of Chris James to rezone from Transitional Commercial (C-4) to General Commercial (C-2) a tract of land totaling 0.17 acres located on 921 S. Hamilton Street, Parcel (12-257-02-019). On the motion of Council member Mock, second Council member Harlan, the request was approved. The vote was unanimous in favor.

ORDINANCE 22-11 – LUIS AND MARIA HERRERA REZONING REQUEST

NW Georgia Planning Commission Assistant Planning Director Ethan Calhoun presented the the request of Luis and Maria Herrera to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) a tract of land totaling 1.22 acres located at 500 Underwood Street, Parcels (12-201-10-001 and 12-201-10-017). On the motion of Council member Harlan, second Council member Goodlett, the request was approved. The vote was unanimous in favor.

ORDINANCE 22-12 – JOHN ISAAC MCDONALD ANNEXATION

NW Georgia Planning Commission Assistant Planning Director Ethan Calhoun presented the request of John Isaac McDonald to annex as Zero Lot Line Residential (R-4) a tract of land totaling 0.1 acres located at 203 Roslyn Court, Parcel (12-147-17-010). On the motion of Council member Mock, second Council member Goodlett, the annexation request was denied due to the road adjoining the tract not conforming to either City or County standards. The vote was unanimous in favor.

ORDINANCE 22-13 – AMENDING UNIFIED ZONING ORDINANCE TEXT

NW Georgia Planning Commission Assistant Planning Director Ethan Calhoun presented the request of the City of Dalton Mayor and Council to amend the Unified Zoning Ordinance text in regard to dwelling unit size within the City of Dalton, and to add multi-family residential as a permitted use within the Mixed-Use zone district. (Dalton, Varnell, Whitfield). On the motion of Council member Harlan, second Council member Farrow, the request was tabled. The vote was unanimous in favor.

Mayor and Council
Minutes
Page 5
April 4, 2022

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 6:34 p.m.

Bernadette Chattam
City Clerk

David Pennington, Mayor

Recorded
Approved: _____
Post: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 04/18/2022
Agenda Item: Ord. 22-08 - Occupational Tax Repeal
Department: City Clerk
Requested By: Gesse Cabrera
Reviewed/Approved by City Attorney? Yes
Cost: N/A
Funding Source if Not in Budget N/A

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

Ordinance 22-08
To Repeal Subsection (d) of Section 26-34 of The Revised Code of 2001 In Order To Eliminate The Percentage Discount In Occupational Tax Due The City When A Business Commences In The City On Or After July 1 In Any Year; To Establish An Effective Date; To Provide For Severability; To Repeal Conflicting Law And Ordinances; And For Other Purposes

CITY OF DALTON
ORDINANCE
Ordinance No. 22-08

To Repeal Subsection (d) of Section 26-34 of The Revised Code of 2001 In Order To Eliminate The Percentage Discount In Occupational Tax Due The City When A Business Commences In The City On Or After July 1 In Any Year; To Establish An Effective Date; To Provide For Severability; To Repeal Conflicting Law And Ordinances; And For Other Purposes

WHEREAS, the City of Dalton presently provides in its Revised Code of 2001 in Section 26-34(d) that a business or practitioner who commences business in the City on or after July 1 in any year shall pay only fifty (50%) percent of the Occupational Tax rate for that year without reduction of the administrative fee; and

WHEREAS, the Mayor and Council desire to repeal such provision in its entirety in the interest of the health, safety, and welfare of the citizens of the City of Dalton;

NOW THEREFORE, the Mayor and Council of the City of Dalton does hereby ordain and by authority of same IT IS HEREBY ORDAINED as follows:

-1-

Subsection (d) of Section 26-34 of the Revised Code of 2001 is repealed in its entirety. The subsections following subtraction (d) of Section 26-34 shall be re-lettered in the Code in order to reflect this action.

-2-

This Ordinance shall be effective after its adoption and its publication in the City of Dalton for five (5) consecutive days, the health, safety and welfare of the citizens requiring it.

-3-

If is the intention of the Mayor and Council that the provisions of this Ordinance be severable and should it be determined that part hereof is unlawful or unenforceable by a court of competent jurisdiction any remaining parts hereof not unlawful or unenforceable shall be effective and such judicial determination of unlawfulness or enforceability of any part hereof shall not serve to render the remaining sections of Chapter II, Article II of the Revised Code of 2001 unenforceable.

-4-

All law and ordinances in conflict herewith are hereby repealed.

So **ORDAINED** this ____ day of _____, 2022.

The foregoing Ordinance received its first reading on _____.
Upon second reading on _____ motion was made by Councilperson
_____ and second by Councilperson _____ to adopt
the Ordinance and upon the question the vote is _____ AYES, _____ NAYS and
the Ordinance IS/IS NOT adopted.

CITY OF DALTON, GEORGIA

Mayor

Attest:

City Clerk

A true copy of the foregoing Ordinance has been published in two (2) public places within
the City of Dalton for five (5) consecutive days following passage of the above-referenced
Ordinance as of the _____ day of _____, 2022.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 04/18/22

Agenda Item: DCA Local Government Approval Forms for Northwest Georgia Family Crisis Center Grants

Department:

Requested By: Family Crisis Center

Reviewed/Approved by City Attorney?

Cost: Dept. of Community Affairs

Funding Source if Not in Budget

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

Need Local Government Approval of Certification of Consistency with the Local HUD Consolidated Plan for the Emergency Shelter Grant for Family Crisis Center.

Certification of Consistency with the Local HUD Consolidated Plan

Note – Duplicate this form for multiple submissions if requesting ESG funds for projects within multiple Consolidated Plan Jurisdictions

HUD Local Consolidated Plan Jurisdiction (Choose Only One):

- | | | | |
|---|---|--|--|
| <input type="checkbox"/> Albany | <input type="checkbox"/> Cobb County
(including Marietta) | <input type="checkbox"/> Gainesville | <input type="checkbox"/> Savannah |
| <input type="checkbox"/> Athens-Clarke | <input type="checkbox"/> Columbus-Muscogee | <input type="checkbox"/> Gwinnett County | <input type="checkbox"/> Valdosta |
| <input type="checkbox"/> Atlanta | <input checked="" type="checkbox"/> Dalton | <input type="checkbox"/> Henry County | <input type="checkbox"/> Warner Robins |
| <input type="checkbox"/> Augusta-Richmond | <input type="checkbox"/> DeKalb County | <input type="checkbox"/> Hinesville | <input type="checkbox"/> Not Applicable for
Balance of State –
Form Not Required |
| <input type="checkbox"/> Brunswick | <input type="checkbox"/> Fulton County
(including Roswell) | <input type="checkbox"/> Johns Creek | |
| <input type="checkbox"/> Cherokee County | | <input type="checkbox"/> Macon | |
| <input type="checkbox"/> Clayton County | | <input type="checkbox"/> Rome | |
| | | <input type="checkbox"/> Sandy Springs | |

Certification to the Georgia Department of Community Affairs:

I certify that the proposed project(s) in the 2022 Emergency Solutions Grants Program Application submitted to the Georgia Department of Community Affairs, as indicated below, is/are consistent with this jurisdiction's current, approved Consolidated Plan.

Applicant Legal Name: Northwest Georgia Family Crisis Center, Inc.

Project Name(s): Northwest Georgia Family Crisis Center, Inc.

Project Type: ESG Supportive Services

Location(s) of the Project(s): Confidential Location - 136 Nickie Drive, Dalton, GA 30720

In accordance with the HEARTH Act of 2009, Consolidated Plan jurisdictions must work to ensure the confidentiality of records pertaining to any individual served by a victim service provider who receives housing or services under any project assisted. The address or location of any family violence facility assisted under this program will, except with written authorization of the person or persons responsible for the operation of such facility and program, not be made public. The term 'victim service provider' means a community-based organization whose primary mission is to provide services to victims of domestic violence, dating violence, sexual assault, or stalking. Such term includes rape crisis centers, battered women's shelters, domestic violence transitional housing programs, and other programs.

Name of the Federal Program to which the applicant is applying: Emergency Solutions Grants HOPWA

Name of Certifying Jurisdiction: City of Dalton

Typed Name and Title of Certifying Official of the Jurisdiction:

Mayor David Pennington

Signature: _____

Date: _____

Please return executed Certification to Applicant. This format designed and administered by the Office of Homeless and Special Needs Housing, GA Department of Community Affairs (DCA), 60 Executive Park South, NE, Atlanta, GA 30329. DCA Contact: Dr. Harvinder Makkar, (470) 382-3518, email harvinder.makkar@dca.ga.gov

Certification of Consistency with the Local HUD Consolidated Plan

Note – Duplicate this form for multiple submissions if requesting ESG funds for projects within multiple Consolidated Plan Jurisdictions

HUD Local Consolidated Plan Jurisdiction (Choose Only One):

- | | | | |
|---|---|--|--|
| <input type="checkbox"/> Albany | <input type="checkbox"/> Cobb County
(including Marietta) | <input type="checkbox"/> Gainesville | <input type="checkbox"/> Savannah |
| <input type="checkbox"/> Athens-Clarke | <input type="checkbox"/> Columbus-Muscogee | <input type="checkbox"/> Gwinnett County | <input type="checkbox"/> Valdosta |
| <input type="checkbox"/> Atlanta | <input checked="" type="checkbox"/> Dalton | <input type="checkbox"/> Henry County | <input type="checkbox"/> Warner Robins |
| <input type="checkbox"/> Augusta-Richmond | <input type="checkbox"/> DeKalb County | <input type="checkbox"/> Hinesville | <input type="checkbox"/> Not Applicable for
Balance of State –
Form Not Required |
| <input type="checkbox"/> Brunswick | <input type="checkbox"/> Fulton County
(including Roswell) | <input type="checkbox"/> Johns Creek | |
| <input type="checkbox"/> Cherokee County | | <input type="checkbox"/> Macon | |
| <input type="checkbox"/> Clayton County | | <input type="checkbox"/> Rome | |
| | | <input type="checkbox"/> Sandy Springs | |

Certification to the Georgia Department of Community Affairs:

I certify that the proposed project(s) in the 2022 Emergency Solutions Grants Program Application submitted to the Georgia Department of Community Affairs, as indicated below, is/are consistent with this jurisdiction's current, approved Consolidated Plan.

Applicant Legal Name: Northwest Georgia Family Crisis Center, Inc.

Project Name(s): Northwest Georgia Family Crisis Center, Inc.

Project Type: Emergency Shelter Program

Location(s) of the Project(s): Confidential Location - 136 Nickie Drive, Dalton, GA 30720

In accordance with the HEARTH Act of 2009, Consolidated Plan jurisdictions must work to ensure the confidentiality of records pertaining to any individual served by a victim service provider who receives housing or services under any project assisted. The address or location of any family violence facility assisted under this program will, except with written authorization of the person or persons responsible for the operation of such facility and program, not be made public. The term 'victim service provider' means a community-based organization whose primary mission is to provide services to victims of domestic violence, dating violence, sexual assault, or stalking. Such term includes rape crisis centers, battered women's shelters, domestic violence transitional housing programs, and other programs.

Name of the Federal Program to which the applicant is applying: **Emergency Solutions Grants** **HOPWA**

Name of Certifying Jurisdiction: City of Dalton

Typed Name and Title of Certifying Official of the Jurisdiction:

Mayor David Pennington

Signature: _____

Date: _____

Please return executed Certification to Applicant. This format designed and administered by the Office of Homeless and Special Needs Housing, GA Department of Community Affairs (DCA), 60 Executive Park South, NE, Atlanta, GA 30329. DCA Contact: Dr. Harvinder Makkar, (470) 382-3518, email harvinder.makkar@dca.ga.gov

Local Government Approval

This form is required for Emergency Shelter applications only.

To:	Georgia Department of Community Affairs	
Subject:	2022 Application for Emergency Solutions Grants Program (ESG)	
Applicant:	Northwest Georgia Family Crisis Center	HMIS Agency Name:

Based on a review of the application and/or supporting documents submitted by the above named applicant –

1. The projects named below are within the jurisdiction of this local government; and
2. The projects are approved for funding consideration by DCA.

Project Name	Project Type – Application I - Emergency Shelter	HMIS Project Name	Amount Requested
Northwest Georgia Family Crisis Center, Inc.	Emergency Shelter		\$60,000
		Total DCA Funds Requested:	\$60,000

In making this approval, we reserve the right to withdraw it, in whole or in part, at any time.

City of Dalton

Name of Approving Local Government

By: **Mayor David Pennington**

Name of Authorized Official Signature of Authorized Official Date

Note that local government approval is required by law for nonprofit ESG applicants seeking emergency shelter funding. Local boards and authorities are encouraged to collaborate and plan with local governments, Continuums of Care and other organizations that serve persons experiencing or at risk of homelessness, but do not have to obtain official local approval. Please return executed approval to Applicant. This format is designed and ESG is administered by the Office of Homeless and Special Needs Housing, GA Department of Community Affairs (DCA), 60 Executive Park South, NE, Atlanta, GA 30329. DCA Contact: Dr. Harvinder Makkar, (470) 382-3518, email harvinder.makkar@dca.ga.gov



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 4-18-22
Agenda Item: 2021 Budget Amendment #5 - Final
Department: Finance
Requested By: Cindy Jackson
Reviewed/Approved by City Attorney? N/A
Cost: \$0

Funding Source if Not in Budget

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

Final 2021 budget amendment #5 for various funds to record additional revenue collected, allocate various departmental overruns, and grant funds expended.

**2021 Final Budget Amendment
Amendment #5**

General Fund	Increase (Decrease)	
Revenues & Transfers-In		
Revenue - Electric Franchise	\$ 44,200	(1)
Revenue - Sales Tax	595,500	(2)
Intergovernmental - Hotel-Motel Tax	361,700	(2)
	<u>\$ 1,001,400</u>	
Expenditures & Transfers-out		
Administration - Wages & Benefits	\$ 153,000	(3)
Elections - Contract Services	800	(3)
Building & Grounds - Repairs & Maintenance	15,000	(3)
Fire - Wages & Benefits	214,000	(3)
Transfer Out - Golf Course Cart Paths	1,600	(3)
Public Works - Wages & Benefits	(153,000)	(3)
City Clerk - Contract Services	(800)	(3)
Police - Wages & Benefits	(214,000)	(3)
Finance - Contract Services	(5,000)	(3)
HR - Contract Services	(5,000)	(3)
IT - Software Licenses	(5,000)	(3)
Recreation - Contract Services	(1,600)	(3)
	<u>\$ -</u>	
Net Increase (Decrease) Budgeted Fund Balance	\$ 1,001,400	

- (1) To record revenue derived from 4% electric franchise fee established 10/1/21
- (2) To record substantial excess revenue received from 2 funding sources
- (3) Transfers to cover budget over-runs for departmental budgets

TAD #4 Fund	(Decrease)	
Revenues & Transfers-in		
Application Fee	\$ 10,000	(1)
	<u>\$ 10,000</u>	
Net Increase (Decrease) Budgeted Fund Balance	\$ 10,000	

- (1) To adjust for Hammond Creek application fee for new TAD

Economic Development Fund	Increase (Decrease)	
Revenues & Transfers-in		
Payment in Lieu of Taxes	\$ (11,500)	(1)
Interest Income	700	(1)
	<u>\$ (10,800)</u>	(1)
Net Increase (Decrease) Budgeted Fund Balance	\$ (10,800)	

- (1) To adjust budget to actual

**2021 Final Budget Amendment
Amendment #5**

	Increase (Decrease)	
Capital Improvement Fund		
Revenues & Transfers-in		
Sale of Capital Assets	\$ 21,600	(1)
	<u>\$ 21,600</u>	
Expenditures & Transfers-out		
Dues & Fees	\$ 13,200	(1)
	<u>\$ 13,200</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ 8,400</u></u>	

(1) To a adjust to capital asset sale proceeds & reallocate total fees

	Increase (Decrease)	
Capital Projects Bonded		
Revenues & Transfers-In		
Interest Income	\$ 3,000	(1)
	<u>\$ 3,000</u>	
Expenditures & Transfers-out		
Capital - unallocated	\$ 3,000	(1)
	<u>\$ 3,000</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ -</u></u>	

(1) To adjust for interest earnings.

	Increase (Decrease)	
ARPA Grant Fund (Multi-Year)		
Revenues & Transfers-In		
Revenue - Federal	\$ 4,436,705	(1)
Interest Income	910	(2)
	<u>\$ 4,437,615</u>	
Expenditures & Transfers-out		
Infrastructure	\$ 4,436,705	(1)
Transfer to General Fund	910	(2)
	<u>\$ 4,437,615</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ -</u></u>	

(1) To record grant funds received & establish budget

(2) To record interest earned & transferred to general fund

**2021 Final Budget Amendment
Amendment #5**

CDBG Grant Fund	Increase (Decrease)	
Revenues & Transfers-in		
Federal Grant Revenue	\$ 67,380	(1)
	<u>\$ 67,380</u>	
Expenditures & Transfers-out		
Grant Expenditures	\$ 67,380	(1)
	<u>\$ 67,380</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ -</u></u>	
 (1) To adjust for grant funds expended		

2015 SPLOST Fund	Increase (Decrease)	
Revenues & Transfers-In		
Interest Income	\$ 2,000	(1)
	<u>\$ 2,000</u>	
Expenditures & Transfers-out		
Infrastructure - stormwater	\$ 2,000	(1)
	<u>\$ 2,000</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ -</u></u>	
 (1) To adjust for interest earnings		

2020 SPLOST Fund	Increase (Decrease)	
Revenues & Transfers-In		
Interest Income	\$ 9,400	(1)
	<u>\$ 9,400</u>	
Expenditures & Transfers-out		
Infrastructure - stormwater	\$ 9,400	(1)
	<u>\$ 9,400</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ -</u></u>	
 (1) To adjust for interest earnings		

**2021 Final Budget Amendment
Amendment #5**

Airport Grant Fund	Increase (Decrease)	
Revenues & Transfers-In		
Federal Funds	\$ (1,359,000)	(1)
State Funds	(76,000)	(1)
Local Match	(78,500)	(1)
	<u>\$ (1,513,500)</u>	
Expenditures & Transfers-out		
Site Development	\$ (1,513,500)	(1)
	<u>\$ (1,513,500)</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ -</u></u>	

(1) To adjust for grant funds expended

Hotel-Motel Tax Fund	(Decrease)	
Revenues & Transfers-In		
Revenue - HMT	\$ 362,500	(1)
	<u>\$ 362,500</u>	
Expenditures & Transfers-out		
Other Agency - CVB	\$ 800	(1)
Transfer - General Fund	361,700	(1)
	<u>\$ 362,500</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ -</u></u>	

(1) To adjust HMT over budget and allocate to DMO and general fund



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 4-18-22
Agenda Item: 2022 Budget Amendment #2
Department: Finance
Requested By: Cindy Jackson
Reviewed/Approved by City Attorney? N/A
Cost: \$0

Funding Source if Not in Budget

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

General fund 2022 budget amendment #2 to record insurance reimbursement, increase in anticipated nuisance abatement costs, and donation to Special Olympics.

**2022 Budget Amendment
Budget Amendment #2**

GENERAL FUND

	Increase (Decrease)	
Revenues & Transfers-In		
Reimbursement	\$ 10,605	(1)
Nuisance Abatement - reimbursements	11,000	(2)
	<u>\$ 21,605</u>	
Expenditures & Transfers-out		
Small Equipment Purchases - Police	\$ 10,605	(1)
Payment to Other Agencies - Police	13,035	(3)
Contracted Services - Nuisance Abatement	11,000	(2)
Contingency	(13,035)	
	<u>\$ 21,605</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ -</u></u>	

- (1)** Insurance reimbursement for wrecked police vehicle
- (2)** To record nuisance abatement costs and reimbursement
- (3)** 2021 police Otoberbeard Fund Raiser proceeds to be donated to Special Olympics



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 4/18/2022

Agenda Item: Contract with MesoTech International for Automated Weather Observation System at Airport

Department: Airport

Requested By: Andrew Wiersma

Reviewed/Approved by City Attorney? Yes

Cost: N/A

Funding Source if Not in Budget

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

Contract to replace the Automated Weather Observation System (AWOS) at the airport. Grant funding and local match has already been approved and budgeted for. Requesting execution of the contract with MesoTech International to provide and install the new AWOS.

Airport Weather Advisor® AWOS

Dalton Municipal Airport, GA KDNN

AWOS IIIPT Proposal

Solicitation Number:

11 April 2022

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4531 Harlin Drive
Sacramento, CA 95826 USA
(916) 368-2020
www.mesotech.com
sales@mesotech.com

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1 SCOPE OF WORK

Mesotech is pleased to propose the following scope of work for the installation of a new Airport Weather Advisor® FAA Certified AWOS IIIPT system at Dalton Municipal Airport, GA.

1.1 Removal of existing system

- Mesotech will remove the existing AWOS equipment from the tower and mounting fixtures
- Mesotech will salvage the removed parts and provide them to the airport
- Upon request, Mesotech will dispose of any unwanted parts in designated receptacles on-site at the airport.
- Off-site disposal is excluded.

1.2 Installation of new AWOS IIIPT system

- Mesotech will install a new, FAA type-certified AWOS IIIPT system using the existing concrete pads, tower, conduit, mounting poles, and electrical service (circuit breaker panel, etc.).
- Mesotech will connect the new AWOS IIIPT to existing electrical service
- Installation/replacement of mains electrical service is excluded and, if required, should be completed by the airport prior to installation.
- The installation is expected to take approximately 3 business days. The airport should plan for a total installation time of up to 5 business days.

1.3 Commissioning and Training

- Mesotech will arrange with the FAA to perform and complete the commissioning of the new AWOS system. Mesotech's qualified AWOS technician will perform the commissioning.
- During the day of the commissioning, Mesotech will provide necessary support for the airport's AWOS technician to complete their performance exam with the FAA.
- Mesotech will provide up to one-day on-site operator and/or maintainer training for up to 10 airport staff.

1.4 NADIN Service

- Mesotech will provide one year of NADIN service through a third-party service provider (Remote Systems Integration).



APPENDIX A: PRICING



4531 Harlin Drive, Sacramento, CA 95826
 Tel: 916 368-2020 Fax: 916 368-2030
 sales@mesotech.com

Quotation

Quotation Number: 21112321 R2
Quotation Date: 6 April 2022
Validity: 60 days
Delivery: 120 days
Ship Via: Best Way
Terms: Net 30
 FOB Sacramento

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

Item	Part No.	Description of Item	Qty	Unit Price	Ext. Price
1		<p><u>Airport Weather Advisor® AWA-30PT System</u></p> <p>FAA Type-Certified AWOS IIIPT System with installation includes:</p> <ul style="list-style-type: none"> • Data Collection Platform Pro • Central Processing Station • Airport Weather Advisor® Software • Technical Manual Set • Altimeter Barometer Kit • Mechanical Wind Sensor Kit • Temp/RH Sensor Kit • Rain Gauge Kit • Ceilometer Kit • Visibility and Precipitation Identification Sensor Kit • Thunderstorm Sensor Kit • Ground to Air Transmitter, Voice Report radio broadcast • Communications Kit, UHF Data Radios • Telephony Kit, Voice Reports via Telephone <p>Installation of AWOS IIIPT at existing AWOS location. Includes:</p> <ul style="list-style-type: none"> • Removal of existing equipment, salvage to airport • Installation of new AWOS IIIPT system • Re-use of existing concrete pads, conduit, and tower • Commissioning • 1 day on-site operator and/or maintainer training • Connection of AWOS system to existing electrical service <p>Scope excludes electrical work: installation/replacement of electrical service to be completed by customer if required.</p> <p><u>Optional Services</u></p>	1	\$107,880.00	\$107,880.00
2		<p>NADIN Annual Service</p> <p>One year NADIN service, hardware and data service</p> <p><u>Freight Estimate:</u> \$2,000.00</p>	1	\$920.00	\$920.00
2		Destination: USA (Dalton, GA)		Total:	\$108,800.00

These Commodities are licensed for the ultimate destination shown. Diversion contrary to US laws is prohibited

US Dollars

APPENDIX B: CERTIFICATION AND DATASHEETS





U.S. Department
of Transportation
**Federal Aviation
Administration**

Mike Monroney
Aeronautical Center

P. O. Box 25082
Oklahoma City, OK 73125

Mr. Michael Lydon, Managing Director
Mesotech International, Inc.
4531 Harlin Dr.
Sacramento CA 95826

Subject: Type Certification of Mesotech International Inc.'s Airport Weather Advisor, AWA, Non-Federal AWOS Systems

References: Mesotech's Manufacturer's Submittal for AWOS Type Certification Approval, dated 18 May 2020, as received via email dated May 20, 2020. (Including Mesotech AWA AWOS BOMs, dated 18 May 2020.)

FAA Letter, Type Certification of Mesotech International Inc.'s Airport Weather Advisory7 AWA, Non-Federal AWOS Systems, dated November 16, 2017.

FAA Advisory Circular 150/5220-16E, change 1, Automated Weather Observing Systems (AWOS) for Non-Federal Applications, dated January 31, 2019.

Dear Mr. Lydon:

The Federal Aviation Administration (FAA) has reviewed the subject materials (first reference) and subsequent submittals in accordance with the criteria found in revision E, change 1 of the non-Federal AWOS advisory circular (AC16E) (third reference).

All Non-Federal AWOS criteria (third reference) have been satisfactorily completed for Mesotech systems having the following configurations (first reference):

AWOS-II (Mesotech AWA-20) through
AWOS-IV-Z (Mesotech AWA-40Z)

These configurations are type certified in accordance with revision E, change 1, of the advisory circular (third reference). By virtue of the common design and components, this type certification is also extended to Mesotech's AWA-A and AWA-10 configurations. Please note, Mesotech's previous AWA-A and AWA-10 type certification approval (second reference) also remains intact.

Mesotech is hereby granted AC16E type certification approval of the following AWA system components and documentation for use in existing and future Mesotech Non-Federal AWOS.

Table 1: Hardware

Mesotech P/N	Description
19000081	AWA Kit: Communication, RS422RS485 to RS232
19000083	AWA Kit: Dial telephony voice output
19000084	AWA Kit: GTA transmitter with antenna, coax, audio I/F [AWOS 2000]
20250132	AWA Kit: Desktop computer with O/S
20250130	AWA Kit: DCP with mounting hardware
20250210	AWA Kit: DCP Pro with mounting hardware
25000141	AWA Kit: Tower, non-frangible, tilt-over, with cross-arm, obs light, ltx protection
29000120	AWA Kit: Dual barometer with port and hose [HPA-200]
29000122	AWA Kit: Temp/RH Sensor [HC2A-S3]
29000164	AWA Kit: Ultrasonic Wind Sensor [Observer 70]
29000213	AWA Kit: PIDVISAL Sensor [OWI-430]
29000214	AWA Kit: Rain Gauge [MT-PA01D]
29000215	AWA Kit: Ceilometer [CBME120]
29000216	AWA Kit: Lightning Sensor [NT-TL01D]
29000217	AWA Kit: Freezing Rain Sensor [0872F1]

Table 2: Options

Mesotech P/N	Description
19000060	AWA Kit: UHF Modem, with antennae, coax, surge protection [RV-M7-U]
19000080	AWA Kit: Communication, Short Haul Modem
25000140	AWA Kit: Tower, frangible with cross-arm, obs light, ltx protection
29000187	AWA Kit: Mechanical Wind Sensor [HD Alpine]
29000218	AWA Kit: Hail and Ice Pellet Sensor [HIPS]

Table 3: Replacement Parts

Mesotech P/N	Description
12000003	Antenna, Yagi, 450-470MHz, 6.5dB
12000045	Antenna, Omni, 75-140Mhz, unity gain, fiberglass
13000021	Microphone, Dynamic Cardioid with XLR/XLR cable, 15ft
13000051	Amplifier, Audio, Single Channel for GTA Radio
19000015	Modem, short range, 1080A, 120VAC, DB25 female, RJ45
19000035	Transmitter, GTA VHF, FAA approved [AWOS 2000]
19000206	Radio, UHF 5W, 4800bps, 450-480MHz, 12.5KHz channel [RV-M7-U]
20000031	Computer Expansion Card, PCIe, Sound Card
20000041	Mouse, USB, 2 button
20000058	Computer Expansion Card, PCIe, Telephony
20000061	Serial Converter, RS422/485 to RS232
20250130	AWA Kit: DCP with mounting hardware
20250210	AWA Kit: DCP Pro with mounting hardware
20250149	Computer, Windows compatible, with keyboard and mouse
24500024	Display, LCD Monitor, VGA with signal and power cables
24600003	Lamp, Replacement, 120V/116W, for FAA L-810

Mesotech P/N	Description
24600020	Lights, Obstruction, dual L-810, 116W, 120V, with 1in bottom hub
25000082	Pressure Port, with offset bracket, tubing [610002]
26000007	Filter, Blower
26000145	Radiation Shield, motor aspirated with junction box [43502]
29000089	Sensor, Lightning [NT-TL01D]
29000161	Sensor, T/RH, Rotronic HC2A-S3, White [HC2A-S3]
29000175	Sensor, Barometer [HPA-200]
29000180	Sensor, Ultrasonic Wind [Observer 70]
29000503	Sensor, Precipitation Accumulation [MT-PA01D]
29000509	Sensor, Precipitation ID/Visibility/Ambient Light with Heated Hood [OWI-430]
29000514	Sensor, Mechanical Wind [HD Alpine]
29000515	Sensor, Ice Accretion [0872F1]
29000517	Sensor, Cloud Height [CBME120]
29000518	Sensor, Hail and Ice Pellet (HIPS) [HIPS]
43000029	Fuse, 3AG, SB, 20A
43000073	Fuse, 1.0 A/250 VAC. 3AG Time Delay. Cartridge
43000076	Surge Protector, RF, 100-512 MHz, NF/NF
51500004	Keyboard, USB, standard
60000042	Cable Assembly, DB9F to DB25M, 3 ft.
60000211	Cable Assembly, External, Temp/RH to DCP, RS485
60000478	Cable, Serial, DB9 M/F, 6ft
60000539	Cable, Audio, Stereo, 3.5 mini plug, 3ft
60000558	Cable Assembly, External, DCP to RS422 Host Port
60000559	Cable Assembly, External, DCP to Mechanical Wind Sensor
60000714	Cable Assembly, External, DCP to MARS
60000721	Cable Assembly, External, DCP to Ceilometer
60000815	Cable Assembly, External, DCP to PIDVISAL
60000816	Cable Assembly, External, DCP to Rain Gauge
60000817	Cable Assembly, External, DCP to HIPS
60000878	Cable Assembly, External, DCP to Ultrasonic Wind Sensor
60003166	Cable Assembly, External, DCP to Lightning

Table 4: Software/Firmware

Mesotech P/N	Description	Revision
20500084	Operating Systems, Microsoft Windows, AWA Compatible	7+ / 10+
20500091	Firmware, DCP32, Airport Weather Advisor	2
20600001	Software, AWA v8 Single User Edition, Media with License Keys	8
20500050	AWA Kit: AWA software, single user edition (includes 20600001 above)	N/A

Table 5: Documentation

Mesotech P/N	Revision	Title	Manufacturer
23250040	2.3	AWA AWOS System Description Manual	Mesotech
23250041	2.2	AWA AWOS Installation and Checkout Manual	Mesotech

Mesotech P/N	Revision	Title	Manufacturer
23250042	2.4	AWA AWOS Maintenance Manual	Mesotech
23250043	1.8	AWA AWOS Operating Instructions Manual	Mesotech
23250044	2.2	AWA Training Manual & Test Booklet	Mesotech
23250045	2.3	AWA Kit: AWOS System Technical Manual Set	Mesotech
23250046	1.7	AWA AWOS Configuration Control Plan	Mesotech
23250047	1.8	AWA AWOS Certification Test Report	Mesotech
05108-45-90	A030513	Model 05108-46 Wind Monitor HD Alpine	R.M. Young Co.
1390-PS-0038	6	WindObserver 70/75 User Manual	Gill Instruments
E-M-HC2	V-1_21	HygroClip 2 Humidity Temperature Probes User Guide	Rotronic AG
43502-90	A062006	Model 43502 Compact Aspirated Radiation Shield	R.M. Young Co.
61002-90	36586	Model 61002 Gill Pressure Port	R.M. Young Co.
RV-M7	E2	RV-M7 Data Radio Modem Technical Manual	Raveon Technologies Co.
172210	8	AWOS 2000 VHF Transmitter Owners/Installation/Operations Manual	Val Avionics Ltd.
07M1040-B	35914	User Manual: Model 1040 Universal Short Range Modem	Patton Electronics Co.
07M1080A-D	35965	User Manual: Model 1080A Universal Short Range Modems	Patton Electronics Co.
990-2164		Back-UPS® RS 900 / Back-UPS® XS 900 User's Manual	APC
18860-90	B062309	Wind System Calibration	R.M. Young Co.
9R68-E	42522	M202 Precision Absolute Manometer	Meriam Process Tech
E-M-HP22	V1_20	HygroPalm HP22 Hand-Held Indicator User Guide	Rotronic AG
BEAB218800	2.4.2	Ceilometer CBME120 User's Guide	Eliasson
23250012	1.1	MT-PA01D Heated Precipitation Accumulation Gauge	Mesotech
29100003	Nov2017	Lightning and Thunderstorm Sensor Technical Manual	Mesotech
0872F1	May2009	Instruction Manual 0872F1 Ice Detector	Campbell Scientific
1203-902-1	07/25/17	User's Guide OWI-430	Optical Scientific Inc.

Table 6: Site-Specific Annual Revalidation Test Equipment

Mesotech P/N	Manufacturer	Specification	Application
12090026	Mesotech	Tower Cradle	Tower lowering
14000088	Mesotech	Hard Case	Storage of peculiar support equipment
20250172	Mesotech	Maintenance Laptop	DCP maintenance
29250001	R.M. Young Co	Vane Torque Gauge	Wind direction verification
29250002	R.M. Young Co	Propeller Torque Disk	Wind speed verification
29250003	R.M. Young Co	Anemometer Drive	Wind speed verification
29250004	R.M. Young Co	Vane Angle Fixture	Wind direction verification
29250012	Rotronic AG	Temp/RH Verification Device	Temp/RH verification

Mesotech P/N	Manufacturer	Specification	Application
29250018	Mesotech	Ultrasonic Wind Sensor Verification Device	Wind sensor verification
29250022	Meriam Process	Pressure Verification Device	Barometer verification
54000017	Mesotech	Inclinometer	Wind sensor alignment
54000018	Mesotech	Compass	Wind sensor alignment
60000526	Mesotech	Cable, USB A to B type, 6ft	DCP maintenance
29250025	Mesotech	Precipitation Accumulation Verification Device	Precip accumulation sensor verification

Please note, the documentation included in the first reference included the following bill of materials lists:

1. Mesotech AWA AWOS BOMs, 18 May 2020.xlsx
2. AWOS Configuration Control Plan, 18 May 2020
3. System Description Manual AWA AWOS, 18 May 2020

The above tables are based on the first BOM, in the .xlsx file. The additional information in square brackets (“[]”) is primarily from the Master Test List in the AWA AWOS Test Report (first reference).

All systems commissioned after the date of this letter are to be commissioned in accordance with this letter, the current advisory circular, and any relevant subsequent FAA approved ECOs.

All non-Federal technicians responsible for AWA systems are to be trained, examined, and authorized by the FAA in accordance with the advisory circular (third reference) and the above approved training materials.

Please keep in mind, the advisory circular (third reference) also contains siting and installation criteria that must be addressed before a site may be commissioned and allowed to disseminate weather information.

Should you have questions relative to this letter, please contact Dennis Kamin at 405-954-1815.

Sincerely,

Bettie Loudenslager
 Manager, Weather Systems

cc: Natasha Jones, AJW-1X
 Michael Schoen, AJW-1X
 Stewart Stepney, AJM-333

The Mesotech Central Processing Station (CPS) is a secure computer system with an easy to use interface to support Airport Weather Advisor®.

Fully Automated Reporting

The easy to use interface allows for editing and augmentation of fully automated METAR reports when necessary by a report editor. The CPS distributes reports through multiple data formats including voice reports by ground-to-air radio (VHF) and telephone. The CPS performs built-in automatic self-testing of electronic components and data quality.

Communication

The CPS communicates with the Data Collection Platform (DCP) using one of many communication options including UHF data radio, optical fiber, and twisted pair copper.

Unlimited Workstations

The CPS comes standard with a single operator interface, but there is no limit to the number of individual work stations, display stations, and remote maintenance or maintenance stations the CPS can support, all with customizable user screens and real-time data.

Fully Compliant

The CPS processes data and distributes METAR reports in real-time, fully compliant with FAA requirements. The system meets or exceeds all FAA requirements for data processing, operator interfaces, and the voice subsystems.

Key Features

- Customizable user screens
- Supports an unlimited number of workstations.
- Supports voice reports for up to 4 telephone lines plus VHF transmission
- Standard tower computer form-factor with display for operator interface

Technical Specifications

Operating System:	Latest Microsoft Windows O/S
Security:	Passwords with user management
Compliance:	Component of Mesotech's FAA type-certified non-Federal AWOS
Voice Outputs:	Up to 4 telephone lines, VHF transmitter
Automated reporting:	In accordance with FAA non-Federal AWOS requirements
Report Editing:	Built-in syntax certification supports intelligent supplemental editing and augmentation
Work Stations:	Unlimited
Dimensions:	Tower Server: 7 x 14 x 17in UPS: 4 x 10 x 15in Monitor with stand: 16 x 20 x 7in UHF Radio: 3 x 1 x 5in VHF Radio: 6 x 2 x 8in

Mesotech's Airport Weather Advisor® Data Collection Platform is the 'in the field' brains of the Airport Weather Advisor® system.

Software Interfacing

Our DCPs work seamlessly with our Airport Weather Advisor® Central Processing Station to provide the user with accurate sensor data, sensor status, and maintenance capabilities. The DCP and attached sensors can be serviced through the DCP's USB service port or remotely via AWA.

Data Collection

Mesotech DCPs connect directly to analog and digital sensors without external interface components or special programming. Sensor data is evaluated prior to being packaged and sent to the CPS.

Data viewing and distribution

Sensor status and data can be viewed locally via a laptop using the service port. The USB service port allows any laptop with a terminal emulator to serve as a maintenance tool.

Harsh environment reliability

Each Mesotech DCP is a completely self-contained data collector and processor for all types of weather stations. Designed for exposed and severe outdoor weather conditions, all components are contained in a rugged weatherproof enclosure with sealed circular MIL connectors.

Highlights

- FAA type-certified for use in Mesotech non-Federal AWOS
- Compact and easy to install
- Sensors connect quickly with MIL-STD connectors
- Flexible and highly reliable
- Supports most aviation weather sensors on the market
- Broad range of communication options including UHF data radio
- Easy to use menu-driven software
- Build-in automatic self-testing

Technical Specifications

Dimensions:	15 x 16 x 8"	Inputs:	Sensors up to AWOS Level IV Z
Mounting Hole Spacing:	9 x 13.4" (C-C)	Connectivity:	UHF Data Radio
Mounting Options:	C-Channel		Ethernet
Weight:	30lbs		Twisted pair copper
Supply Voltage:	120VAC or 12VDC		Optical Fiber
Power	<10W	Internal Sensors:	Supports dual barometers
	(without sensors)	Maintenance port:	USB
Operating Temp:	-55C to 70C	Enclosure rating:	NEMA 4X



Mesotech’s digital barometer is a highly accurate pressure transducer with a digital output signal. This instrument measures atmospheric pressure to within $\pm 0.03\%$ FS. It is ideal for automated weather observing systems based on Airport Weather Advisor.

The barometer offers outstanding value in real-world conditions that demand

accurate and stable barometric measurements. It uses proven silicon sensor technology with microprocessor-based signal compensation, eliminating the need to insulate or temperature-regulate the barometer.

The sensor can operate from unregulated supply voltage in the range of 6 to 26 volts without affecting performance. Current consumption is 17 to 30 mA in measurement mode. For operation in remote locations under battery power, the sensor has instant warm-up and turn-on to full rated accuracy. This allows sampled operation at low average power consumption.

Technical Specifications

Pressure Range:	0 to 17.6 psia	Operating Temp:	-40°C to +85°C (-40°F to +185°F)
Accuracy:	$\pm 0.03\%$ FS max (0.3 hPa)	Storage Temp:	-55°C to +90°C (-67°F to +194°F)
Stability:	0.02% FS max per year	Pressure Fitting:	Brass barbed fitting for 1/8 inch ID tubing
Output:	RS-232	Supply Voltage:	5.5 to 30 VDC
Dimensions:	1.8 x 2.2 x 0.975 inches	Weight:	5 oz. without fittings

Airport Weather Advisor® FAA Type-Certified Component Temperature/Relative Humidity Probe



The Mesotech Temperature and Humidity Probe can be used in a wide variety of environments and is excellent for use in automatic meteorological stations. It interfaces easily with data loggers and recorders, is simple to service, and features EMI/RFI protection.

With one of the most accurate and reliable transducers available, the probe provides up to 100 percent RH measurement with high accuracy. It has negligible hysteresis and

excellent long-term stability, even in extremely high humidity. The probe is also insensitive to dust and has a good tolerance to chemicals.

This probe combines advanced microprocessor and Application Specific Integrated Circuit (ASIC) technology with a robust plug-in design. The digital processing allows accurate linearization and temperature compensation over the entire operating range. It has 100 percent interchangeability to reduce user maintenance costs and practically eliminate downtime. If repairs are needed; the probe head, which contains the transducer and electronics, can be quickly removed and replaced, allowing measurements to continue within moments with little interruption.

The combined performance of the probe and NEMA4 protected housing enables you to make accurate and repeatable temperature and humidity measurements.

Technical Specifications

Environment:	Humidity: 0 to 100% RH	Digital Interface:	RS-232
	Temperature: -50°C to +100°C (-58°F to +212°F)	Operating Temp:	-40°C to +60°C (-40°F to +140°F)
Accuracy:	Humidity: ±0.8% RH at 23°C and 10, 35, 80% RH	Power:	12VDC, 1W
	Temperature: ±0.1°K at 23°C and 10, 35, 80% RH	Housing:	ABS plastic. NEMA4 (IP65)
Dimensions :	Ø15 x 108 mm	Weight:	17g



Mesotech's Motor Aspirated Radiation Shield (MARS) provides forced aspiration of a temperature sensor to increase its measurement accuracy in an outdoor environment. Unique in its small size and exceptional performance, this MARS reduces radiation errors to less than 0.2°C RMS with the shield exposed to solar radiation of 1000 W/m².

The shield employs a triple-walled intake tube and multiple canopy shades to isolate the sensor from precipitation and solar radiation. A continuous duty blower draws ambient air through intake tubes and across the sensor, minimizing radiation errors. The

temperature sensor mounts vertically in the center of the intake tubes. The blower housing and shield assembly are made from reflective white UV-stable plastic.

Temperature sensors can be RTD, thermocouples, or thermistor types with sheath diameters up to 10 mm (0.4 inches) and 150 mm (6.0 inches) in length. Longer probes may be used with the optional shield extender tube. This ARS can also accommodate other types of sensors up to 24 mm in diameter.

The small shield size reduces the surface area exposed to incoming radiation during the day, significantly reducing the amount of heat that needs to be washed away from the intake tubes. Errors from outgoing radiation at night are similarly reduced. The versatile DC blower is designed for continuous duty of more than 80,000 hours (9 years) at 25°C (77°F). The blower draws ambient air through the intake tubes and across the sensors, minimizing radiation errors. Flow rate at the sensor is 5 to 11 m/s, depending upon the sensor size. Brushless electronic commutation with the blower is achieved using dependable solid-state circuitry.

The universal mounting brackets, which use tough UV-stable plastic and corrosion resistant stainless-steel U-

Technical Specifications

Sensor Types:	Accommodates temperature and humidity sensors up to 24 mm (.94 inches) in diameter.	Power Consumption:	12-14 VDC @ 500 mA
Radiation Error:	Ambient Temperature 0.2°C (0.4°F) RMS at 1000 W/m ² intensity	Material:	UV stabilized white thermoplastic shield and blower housing. Aluminum mounting bracket, white coated. Stainless steel U-bolt clamp.
Dimensions:	33 x 20 cm	Weight:	1.1 kg

Airport Weather Advisor® FAA Type-Certified Component Mechanical Wind Sensor



The mechanical wind sensor is high resolution and includes ice-resistant coating on external surfaces. The all-black color scheme enhances ice-shedding performance. The wind speed sensor is a four-blade helicoid-shaped propeller. Propeller rotation produces an AC sine wave with frequency directly proportional to speed. The AC signal is induced in a transducer coil by a six-pole magnet mounted on the propeller shaft. The coil resides on the non-rotating central portion of

the main mounting assembly. Slip rings and brushes are eliminated for increased reliability. The direction sensor is a lightweight vane with a low aspect ratio to assure good fidelity in fluctuating wind conditions.

A precision potentiometer housed in a sealed chamber senses vane angle. An orientation ring assures the instrument can be removed for maintenance and reinstalled without loss of wind direction reference.

The instrument is made of UV stabilized plastic with stainless steel and anodized aluminum fittings. It utilizes extremely long-wearing, oversize ceramic bearings to increase service life many times longer than standard stainless-steel bearings. A convenient junction box houses transient protection and cable terminations. The instrument mounts on a standard 1-inch pipe.

Technical Specifications

Wind Speed:	0 to 100 m/s (224 mph)	Power:	15 VDC maximum excitation
Azimuth:	360° mechanical 355° electrical (5° open)	Operating Temp:	- 50 to +50°C (-58 to +122°F)
Wind Speed Accuracy:	±0.3 m/s (0.6 mph) or 1%	Direction Output:	DC voltage from 10K Ω potentiometer
Wind Direction Accuracy:	±3 degrees	Transducer Output:	AC sine wave signal induced by rotating magnet . 80 mV p-p at 100 rpm. 8.0 V p-p at 10,000 rpm.
Propeller Threshold:	1.0 m/s (2.2 mph)	Signal Output:	Wind Speed: Magnetically induced AC voltage, 3 pulses per revolution 18 cm diameter
Vane Threshold:	1.0 m/s (2.2 mph)	Propeller:	50 cm pitch
Dimensions:	40 x 57 cm	Mounting:	34 mm diameter
Weight:	1.0 kg		



Mesotech's combination Present Weather/Visibility/Ambient Light Sensor (PIDVISAL) is a fully automated instrument that provides accurate visibility, present weather, and ambient light measurement in a single sensor. This next generation intelligent sensor uses all digital signal processing (DSP) for no-drift high-accuracy results. The environmentally adaptive algorithms use artificial-intelligence technology derived from over 100 million field hours of real-world data

from sensors installed around the world. The result is the most advanced weather sensor in the world.

This combination sensor has over 2,000 systems in the field, providing critical weather information to airport, highway, military, research, and meteorological weather information systems worldwide. It is designed for year-round continuous operation in all climates from Antarctica to tropical rain forests, detecting and quantifying rain, snow, drizzle, and mixed precipitation conditions with 90% visibility accuracy up to 10 km.

The PIDVISAL uses DSP electronics to eliminate the need for field calibration, and it has built-in self-diagnostics and testing.

Technical Specifications

Present Weather Type ID:	Rain, snow, drizzle, and mixed	Power:	Electronics: 12VDC, 36W
Accumulation:	0.001 to 999.999 mm (rain and snow)	Operating Temp:	Heater: 24VDC,, 40W -40°C to +50°C (-40°F to +122°F)
Measurement Resolution:	0.001 mm (rain and snow)	Humidity:	0 to 100%
Measurement Accuracy:	Rain 5% accumulation	Wind Speed:	125 knots
Visibility Accuracy:	Snow: 10% accumulation 10% to 10 km, 15% to 20+ km, 20% to 30+ km	Sensor Weight:	10 lbs
Ambient Light:	0 to 9,990 candles / m ²	Dimensions:	35 x 5 x 11 inches
Signal Output:	RS-232		

Airport Weather Advisor® FAA Type-Certified Component Tipping Bucket Rain Gauge



The Mesotech Tipping Bucket Rain Gauge is a dependable instrument used for measuring precipitation. The gauge also measures snowfall and is equipped with a 400-watt electric heater.

Rainfall entering the 8-inch funnel collector is directed to the tipping bucket assembly. When an incremental

amount of precipitation has been collected, the bucket assembly tips and activates a magnetic reed switch. The sample is discharged through the base of the gauge. A momentary electrical contact closure actuates for each increment of rainfall. This contact closure can be used to operate an event recorder or other data acquisition system.

The standard gauge is made of anodized and powder coated aluminum. A bubble level is located on the base for correct positioning. The funnel has a screen to prevent debris from entering the gauge. Mounting brackets with leveling adjustments are included.

The rain gauge includes an electric heater for measurements of snow and rain. The heating components include a 400-watt heater installed in the base, insulation in the outer tube, and a freeze-point thermostat control at the funnel. Snow falling into the funnel is melted and the resulting water drains into the tipping bucket assembly.

Technical Specifications

Capacity:	Unlimited	Operating Temp:	-55°C to +50°C
Orifice:	8 inches	Heater Power:	115 VAC 50/60 Hz @400 watts
Calibration:	0.01 inches	Dimensions:	8 x 17 inches
Accuracy:	±1% for 1 to 3 inches per hour	Weight:	12 lbs
	±3% for 0 to 6 inches per hour	Contact Maximum Rating:	3 watts, 0.25 amps, 24 VDC (27 V surge suppressor)
Accuracy Calibrated Rate:	±1% at 2.3 inches/hour	Mounting:	3 legs, ¼ inches diameter bolt holes on 9½ inches
	±1% at 5.1 inches/hour	Output:	0.1 second switch closure



Mesotech's CBME120 ceilometer is a detects cloud height using an eye-safe laser. It uses the Light Detection and Ranging (LIDAR) principle with a low power diode laser. This highly reliable and accurate ceilometer has a detection range up to 40,000 feet (12,000 m).

The main advantages of this ceilometer are its size, weight, power requirement, and modern design which makes for easy installation and integration. The small size and weight facilitates easy, one-person maintenance. The ceilometer can be carried in one hand and can operate from 12 VDC or

AC mains power. The ceilometer's modern electronic design includes only two replaceable subassemblies and allows complete field replacement without adjustments or calibration.

The ceilometer employs unique digital signal processing techniques that enable detection of up to five cloud layers simultaneously. This design also extends the life of the laser beyond 10 years. The ceilometer has outputs for different types of display and recording units. An RS-232 interface supports local control, test, and data acquisition, and an internal FSK modem offers remote control and data acquisition. A digital readout on the ceilometer enclosure provides cloud base and operation status information.

The ceilometer has built-in test equipment for automatically adjusting its operating parameters and for self-diagnostics. The cyclic self-testing completely covers the ceilometer's operation and reports current status in every output message. It does not require periodic calibrations or adjustments. The ceilometer has been tested to IEC environmental standards for vibration, shock, impulse voltages, transients, operating temperature, and EMI susceptibility and emissions.

Technical Specifications

Range:	0 to 40,000 feet	Outputs:	One service port (RS-232) One data port (FSK, RS-232, or RS-485 half duplex)
Resolution:	10 feet	Weight:	15 kg without stand
Accuracy:	±15 ft or ±1% of height	Dimensions	232 x 468 x 408 mm
Measure Interval:	15, 30, 60, or 120 seconds	Operating Temp:	-40°C to +55°C (-40°F to +130°F)
Power Consumption:	Electronics: 30W Heaters: 160W Blower: 250W		
Laser Safety:	Laser class 1M, IEC-60825-1		



Mesotech's thunderstorm and lightning sensor detects electrical discharges associated with lightning within a 200 nautical mile radius of the system with a <2% false detection rate. This passive lightning detection sensor uses a receiving antenna to "listen" for electromagnetic signals.

The antenna mounts to a 16 x 16 inches ground plane and includes a processor housed in a NEMA 4X enclosure. The frangible pedestal is aluminum with an epoxy finish.

The sensor's lightning detection processor receives electrical discharge information from the antenna, processes it to determine range and azimuth,

Technical Specifications

Detection:	Intra-cloud, inter-cloud, and cloud-to-ground discharges	Communication:	RS-422, RS-232
Detection Accuracy:	Within 3 nm in the 0-10 nm range (≥90% detection rate) Within 6 nm in the 10-30 nm range (≥80% detection rate)	Operating Temp:	-55°C to +70°C
Distance Range:	0 to 200 nm	Pedestal:	Aluminum, epoxy finish, 3ft height
Distance Resolution:	Reported in increments: 0-5 nm, 5-10 nm, 10-30 nm, 30-200 nm.	Protection Class:	IP66, NEMA 4X
Direction Range:	360°	Voltage:	12VDC
Direction Resolution:	Reported by octant	Power:	10W
False Detection:	<2%	Weight:	18 kg
Dimensions:	400 x 400 x 340 mm		

APPENDIX C: WARRANTY AND REPAIR POLICY



Warranty and Repair Policy

The AWA equipment has been manufactured and should perform in accordance with requirements of FAA Advisory Circular 150/5220-16, latest revision. Any defect in design, materials, or workmanship which may occur during proper and normal use during a period of 1 year from date of installation or a maximum of 2 years from date of shipment will be corrected by repair or replacement. The details of Mesotech's warranty and repair policies follow.



LIMITED WARRANTY

Mesotech International Inc. (“Mesotech”), a California Corporation, warrants its instrumentation and systems products (“Products”) as follows:

1. Limited Warranty.

Mesotech warrants that the Products sold hereunder will be free from defects in material and workmanship for a period of one (1) year from the date of installation or a maximum of two (2) years from shipment. If the Products do not conform to this Limited Warranty during the warranty period (as herein above specified), Buyer shall notify Mesotech in writing of the claimed defects and demonstrate to Mesotech’s satisfaction that said defects are covered by this Limited Warranty. If the defects are properly reported to Mesotech within the warranty period, and the defects are of such type and nature as to be covered by this warranty, Mesotech shall, at its own expense, repair the Products or, at Mesotech’s option, furnish replacement Products for the defective Products. Shipping and installation of the replacement Products or replacement parts shall be at Buyer’s expense.

2. Other Limits.

THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Mesotech does not warrant against damages or defects arising out of improper or abnormal use or handling of the Products; against defects or damages arising from improper installation (where installation is by persons other than Mesotech), against defects in products or components not manufactured by Mesotech, or against damages resulting from such non-Mesotech made Products or components. Mesotech passes on to Buyer the warranty it received (if any) from the maker thereof of such non-Mesotech made products or components. This warranty also does not apply to Products upon which repairs have been affected or attempted by persons other than pursuant to written authorization by Mesotech.

3. Exclusive Obligation

THIS WARRANTY IS EXCLUSIVE. The sole and exclusive obligation of Mesotech shall be to repair or replace the defective Products in the manner and for the period provided above. Mesotech shall not have any other obligation with respect to the Products or any part thereof, whether based on contract, tort, strict liability or otherwise. Under no circumstances, whether based on this Limited Warranty or otherwise, shall Mesotech be liable for incidental, special, or consequential damages.

4. Other Statements.

Mesotech’s employees or representatives’ ORAL OR OTHER WRITTEN STATEMENTS DO NOT CONSTITUTE WARRANTIES, shall not be relied upon by Buyer, and are not a part of the contract for sale or this Limited Warranty.

5. Entire Obligation.

This Limited Warranty states the entire obligation of Mesotech with respect to the Products. If any part of this Limited Warranty is determined to be void or illegal, the remainder shall remain in full force and effect.



REPAIR AND SERVICE POLICY

Service Order and RMA (Return Material Authorization)

Mesotech creates a Service Order for every item being returned for service or repair. You will be asked a number of questions, such as model, serial number, symptoms, etc., to help us determine the scope of the service. Once we have all the necessary information to proceed with the work, you will be given an RMA number and shipping instructions. Your RMA number will expire 30 days after being issued if the product is not returned to us. All returns require your purchase order or equivalent to insure payment.

Shipping and Freight

You are responsible for shipping the product to our Service Center. This includes products returned for warranty repair. If the product is covered by our warranty, we will ship the repaired product by ground freight to any location designated by you within the USA at no cost to you. However, if the product required non-warranty repair or service, or if no problem was found, then the costs of shipping the product to your location will be added to the repair invoice.

When shipping your product, make sure to boldly mark the outside of the shipping container with the RMA number. We may refuse packages that are not marked clearly with the RMA number. We may refuse products returned without prior authorization and an RMA number. If we inadvertently received such a package, it may be returned to you freight-collect.

Please make sure to properly pack your product for shipping. We recommend returning the product in its original shipping container. Your warranty may be voided if your product is received without adequate shock, vibration, and ESD protection. We recommend that you insure the contents of the shipment and use a carrier that offers a package tracking service. Mesotech is not responsible for undelivered and refused packages or products damaged during shipment.

For international shipments, the warranty excludes all costs of shipping. Any customs clearance and related charges incurred by Mesotech to receive your package will be added to the repair invoice. Please include all importation documents with the package so that it can clear U.S. Customs. You should include U.S. Customs Form 3311, Declaration for Free Entry Of Returned American Products.

New Customers

If you are a new customer to Mesotech, we will require specific information to establish a customer account and payment terms. If you are a reseller, we will need a copy of your Tax-Exempt Certificate or Resale Certificate.

Non-Warranty Service and Repair Costs

All non-warranty returns will be evaluated to determine if the item can be repaired and, if so, what repairs will be necessary. Prior to giving you an RMA number, we will quote a fee to cover the costs of the evaluation. The amount of the evaluation fee will depend on the type and age of the product being returned. It will not be less than \$60 for 30 minutes of inspection and diagnosis. This fee will be credited toward the final repair cost if you choose to proceed with the repair. If the estimated repair cost is less than \$300, then we will complete the repair without further authorization from you. For service and repairs exceeding \$300, you will be given a detailed quotation for your approval. We will provide you with any information you need concerning the cost of service or repair. If you choose not to proceed with the repair, you may have the product returned “as is” or have it disposed of by us for a fee. If we do not receive your instructions to proceed with the repair within 10 working days of the quotation, we



will return the product to you “as is” and the RMA will be closed. Our repairs are warranted for 90 days from the date of repair or the remainder of the original warranty. Our fees are subject to change at any time.

No Defect or Problem Found

If we are unable to identify a problem with your product, we may ask you for more information to assist in further diagnosis. If we cannot identify the defect within a reasonable amount of time, we will assume the product is operating within specifications and return it. You will be billed the evaluation fee and shipping costs when no problem is found.

Upgrades

An upgrade is any service or modification to a product that is not required to meet original factory specifications and performance. If you request an upgrade on a product still under warranty, it will be treated as a non-warranty service.

Items Beyond Repair

We may choose to credit you for items that cannot be repaired if the defect is considered a warrantable defect and a replacement is not readily available. If we choose to give you a credit, we will credit you the purchase price of the item. Items determined to be beyond repair as a result of your actions will be returned “as received” and we will bill you the evaluation fee. We cannot guarantee a replacement or credit of any type when the warranty has expired or is not applicable.

Re-Stocking Policy

Please call to receive an RMA (Return Material Authorization) number within 30 days of purchase prior to returning merchandise, returns WILL NOT be accepted without one. Twenty percent (20%) restocking fee applies to all returns. Only un-opened, un-used product will be accepted for return.

Address:

Mesotech International, Inc.

4531 Harlin Drive

Sacramento, CA 95826

Phone: 916-368-2020

800-637-6832

Fax: 916-368-2030

Email: service@mesotech.com

Website: www.mesotech.com



CONTRACT FOR SERVICES

THIS AGREEMENT is made this 18 day of April, 2022, between the City of Dalton, Georgia, a municipal corporation ("City"), with a principal place of business at 300 W. Waugh St., Dalton, Georgia 30720 and Mesotech International ("Contractor"), with a principal place of business at 4531 Harlin Drive, Sacramento, CA 95826.

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. Equipment and Services.
 - a. Contractor agrees to provide the equipment and services as stated in the attached proposal, hereinafter known as "Exhibit A", attached hereto and incorporated herein.
 - b. Contractor will determine the method, details, and means of performing the services described in Paragraph 2(a). Unless otherwise noted.
 - c. Contractor may, at Contractor's own expense and responsibility, employ any assistants that contractor deems necessary to perform the services required of Contractor by this Agreement. City may not control, direct, or supervise Contractor's assistants or employees in the performance of those services. Contractor's relationship to city shall be that of an independent contractor. Neither Contractor nor its employees shall have any right to participate in any City employee-benefit plan or program.
3. Consideration.
 - a. In consideration for the purchased equipment and services to be performed by Contractor, City agrees to pay Contractor, as provided in Exhibit A, a sum of \$108,800 plus the actual cost of freight, not to exceed \$2,000. Contractor is to provide final invoice to City upon completed installation of equipment, payable on Net 30 terms.
4. Obligations of Contractor.
 - a. Contractor agrees to devote the time, set forth in the Proposal, to the performance of the services described in this agreement. Contractor may represent, perform services for, and be employed by any additional clients, persons, or companies as Contractor, in Contractor's sole discretion, sees fit.
 - b. Contractor agrees that any services described in this Agreement that must be performed on City's premises will be performed during Contractors chosen time.
 - c. Contractor will supply all manpower to perform these services.
 - d. Contractor agrees to provide workers' compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify City for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.
 - e. Contractor agrees to maintain a policy of insurance in the minimum amount of **\$1,000,000** to cover any negligent acts committed by Contractor or Contractor's employees or agents during the performance of any duties under this agreement. Contractor further agrees to indemnify and hold City harmless from any and all claims arising from any such negligent act or omission.
 - f. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Contractor without the prior written consent of City.
5. Obligations of City.
 - a. City agrees to give due consideration to all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement.
 - b. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by City without the prior written consent of Contractor.

6. Termination.

- a. Unless otherwise terminated as provided in this Agreement, this Agreement shall continue in force until the services provided for have been fully and completely performed and shall then terminate unless renewed in writing executed by both parties.
- b. Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement at any time by giving ten (10) days written notice to the other party. Unless otherwise terminated as provided in this section, this Agreement shall continue in force until the services provided for have been fully and completely performed.
- c. 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.
- d. 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.
- 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.

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

CITY:
The City of Dalton, Georgia

CONTRACTOR:

By: _____.

By: _____.

Print Name: _____.

Print Name: _____.

Title: Mayor _____.

Title: _____.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 04/18/2022

Agenda Item: Professional Services Agreement with Geo-Hydro Engineers, Inc. for Ground Penetrating Radar within the West Hill Cemetery

Department: Public Works

Requested By: Chad Townsend

Reviewed/Approved by City Attorney? Yes

Cost: \$5,400.00

Funding Source if Not in Budget 2015 SPLOST - SP 185 Ridge Street Drainage Study

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

This professional services agreement provides for Ground Penetrating Radar (GPR), within the limits of disturbance of the proposed drainage improvements located within the West Hill Cemetery as part of the Walnut North Drainage Improvements.

The Public Works Committee provides a positive recommendation for this service to move forward. This work is deemed necessary to mitigate the risk of disturbing unmarked/unknown burials within the project limits.

**CITY OF DALTON
PUBLIC WORKS DEPARTMENT**

GENERAL PROFESSIONAL SERVICES AGREEMENT

THIS GENERAL PROFESSIONAL SERVICES AGREEMENT is made and entered into on this 18th day of April, 2022 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Geo-Hydro Engineers, Inc., hereinafter referred to as "CONSULTANT".

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

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

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

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

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

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

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

4. DATE OF COMMENCEMENT: The CONSULTANT shall commence work on the project on April 20th, 2022. If no date is provided, then the date of commencement shall be five days from execution of this Agreement.

5. DATE OF COMPLETION: The CONSULTANT shall complete the project on or before May 11th, 2022.

6. CONTRACT SUM: The CITY shall pay to CONSULTANT the total sum of \$5,400.00 Dollars for the complete performance of the project and terms of this Agreement. In addition, CITY shall pay to CONSULTANT for any authorized additional services performed at the rate or amount provided in the Compensation Schedule attached hereto as Exhibit "B".

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

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

9. CITY COVENANTS: CITY covenants and agrees:

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

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

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

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

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

10. CONSULTANT COVENANTS: CONSULTANT covenants and agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Such notice to CONSULTANT shall be mailed to: Geo-Hydro Engineering Inc.
1000 Cobb Place Blvd, Suite 290
Kennesaw, Georgia 30144

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

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

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

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

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

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

21. MISCELLANEOUS PROVISIONS:

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

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

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

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

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

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

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

(h) The terms and conditions of services, as modified, accompanying the written Proposal of Consultant dated April 5, 2022 shall be applicable to this Professional Services Agreement to the extent that any such terms and conditions of service do not conflict with any provision of this General Professional Services Agreement. In the Event of such conflict, the terms of this General Professional Services Agreement shall govern.

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

CONSULTANT:

CONSULTANT:
Geo-Hydro Engineering Inc.

By: _____

Title: _____

CITY:

CITY OF DALTON, GEORGIA

By: _____
MAYOR

Attest: _____
CITY CLERK

Mr. Jackson Shepard
City of Dalton
535 Elm Street
Dalton, Georgia 30722

April 5, 2022

**Proposal to Perform Unmarked Grave
Locate Services
West Hill Cemetery
Dalton, Georgia
Geo-Hydro Proposal Number 221590.P0**

Dear Mr. Shepard:

Geo-Hydro Engineers, Inc. appreciates the opportunity to present this proposal to perform a subsurface exploration and infiltration testing for the above referenced project. Our understanding of the project is based on our email correspondence with you.



PROJECT INFORMATION

We understand that the City of Dalton is planning to improve two stormwater management basins on the east side of Evans Whitener Drive within West Hill Cemetery. The stormwater management system currently consists of two wide and shallow basins as shown on the annotated aerial photograph below. We understand that the planned improvements include incorporating infiltration into the existing stormwater basins.

You have requested services to look for any unmarked grave sites within the construction limits of approximately 2 acres. We will utilize the services of a utility locate provider who has experience in grave site locating to perform the work.

SCOPE OF SERVICES

- 1) We will engage the services of a private utility locator to “scan” limits of construction locations using ground penetrating radar to attempt to identify any unknown burials at the test locations. It is important to note that clayey soils, which are common in the Dalton area, can hinder the effectiveness of ground penetration radar. The ability of the ground penetrating radar to detect unknown burials will likely depend on the presence of a relatively intact casket.

We will prepare a brief engineering report outlining the results of the locating services including a map of the area and GPS coordinates of locations marked.

SCHEDULE

After receiving Notice-to-Proceed (NTP), we will schedule the field work. Scanning should begin within 1 to 2 weeks of NTP and be completed in two days, barring inclement weather. A complete report will be provided within 1 week of completion of the testing.

Exhibit B

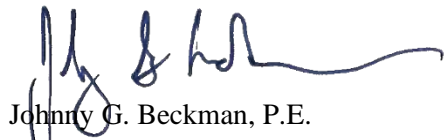
COST INFORMATION

Based on the Scope of Services outlined above, we will charge a lump sum fee of **\$5,400.00**. In the event that additional work is required beyond the outlined scope of services, we will notify you prior to commencing with any additional work. A fee for additional work will be negotiated.

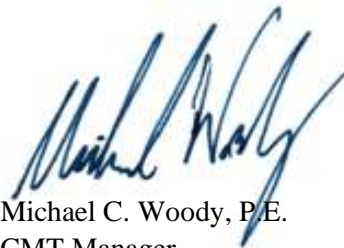
We are pleased to submit this proposal and look forward to working with you on this project. If this proposal is acceptable, we ask that you give us formal Notice-to-Proceed. If you have any questions concerning this proposal or any of our services, please call us.

Sincerely,

GEO-HYDRO ENGINEERS, INC.



Johnny G. Beckman, P.E.
Senior Project Manager
jbeckman@geohydro.com



Michael C. Woody, P.E.
CMT Manager
mwoody@geohydro.com

JGB/221590.P0 - West Hill Cemetery Locate Services



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 04/18/2022

Agenda Item: Contract for Construction Management at Risk
Preconstruction Services with Reeves Young, LLC on the
New Aquatic Center for the City of Dalton

Department: Administration

Requested By: Megan Elliott

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

Cost: \$15,000

**Funding Source if Not
in Budget** 2021 Bond Series

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

This request is to approve the Contract for Construction Management at Risk Preconstruction Services with Reeves Young, LLC on the New Aquatic Center for the City of Dalton.

See attached AIA document for additional information.

AIA[®] Document A133[™] – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the Eighteenth day of April in the year Two Thousand Twenty-Two
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Dalton
300 West Waugh Street, Dalton, GA 30720

and the Construction Manager:
(Name, legal status, address, and other information)

Reeves Young, LLC
45 Peachtree Industrial Blvd
Sugar Hill, GA 30518
Telephone Number: 770.271.1159

for the following Project:
(Name, location, and detailed description)

A New Aquatic Center for the City of Dalton, GA

The Architect:
(Name, legal status, address, and other information)

KRH Architects Inc.
855 Abutment Road Suite 4
Dalton, Ga. 30721

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 GENERAL PROVISIONS
- 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 7 COST OF THE WORK FOR CONSTRUCTION PHASE
- 8 DISCOUNTS, REBATES, AND REFUNDS
- 9 SUBCONTRACTS AND OTHER AGREEMENTS
- 10 ACCOUNTING RECORDS
- 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 12 DISPUTE RESOLUTION
- 13 TERMINATION OR SUSPENSION
- 14 MISCELLANEOUS PROVISIONS
- 15 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The construction of a new aquatic center with a 10 lane 50M competition pool, a 25 YD x 25 YD multipurpose pool, locker rooms, seating for 900, support spaces and associated sitework.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

To be determined

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

(Provide total and, if known, a line item breakdown.)

Init.

\$23,000,000 which includes all, Contractor's overhead/profit/fees, design fees, project furnishings, contingencies, site work, pool and building construction

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:
To be determined once the site is established.
- .2 Construction commencement date:
To be determined once the site is established.
- .3 Substantial Completion date or dates:
To be determined once the site is established.
- .4 Other milestone dates:

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:

(Identify any requirements for fast-track scheduling or phased construction.)

N/A

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere.)

N/A

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:

(List name, address, and other contact information.)

David Pennington III
300 West Waugh Street, Dalton, GA 30720

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

Init.

(List name, address and other contact information.)

Andrew Parker - City Administrator

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Geo-Hydro Engineers

.2 Civil Engineer:

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Kenneth R. Harless
KRH Architects Inc

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Chad McLeod
45 Peachtree Industrial Blvd
Sugar Hill, GA 30518
Telephone Number: 770.271.1159

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

Project team as listed in the Contractor's proposal

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

Init.

When procuring subcontractors, the Contractor shall endeavor to use local subcontractors and materials. A minimum of three bids shall be obtained for each trade

§ 1.1.15 Other Initial Information on which this Agreement is based:

Request for Proposals issued 2/11/22

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which

Init.

case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the

Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

N/A

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall

Init.

notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner’s execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER’S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner’s objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction

Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Fifteen Thousand Dollars (\$15,000)

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

N/A

Individual or Position	Rate
N/A	

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Six (6) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

2 % per annum

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

6.2% of the cost of the work

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

6.2% of the cost of the work

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§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

20%

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed Six and two-tenths percent (6.20 %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

The liquidated damages to be assessed in the event of unexcused delay in achieving Substantial Completion are \$200.00 per calendar day. The liquidated damages to be assessed in the event of unexecuted delay in achieving Final Completion of the Work are \$200.00 per calendar day.

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and “fee,” and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

N/A - all personnel cost are included in the contractor's fee

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be

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based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

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§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;

- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other

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data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the Twenty-Fifth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

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§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

When the work has reached 50% completion, if satisfactory to the Owner, the contractor shall request in writing to cease any further withholding of retainage

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

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The project must be on schedule with no rejections of work or evidence that the contractor has neglected to pay subcontractors or suppliers for work that it has been paid by the Owner.»

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner’s prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager’s Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner’s auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner’s receipt of the Construction Manager’s final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors’ findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect’s reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager’s final accounting.

§ 11.2.2.3 If the Owner’s auditors’ report concludes that the Cost of the Work, as substantiated by the Construction Manager’s final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager’s receipt of a copy of the Architect’s final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner’s auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect’s final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

N/A

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Article 15 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

Init.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

Init.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager’s Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner’s convenience.)

N/A

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term “profit” shall be understood to mean the Construction Manager’s Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

Init.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1000000.00) for each occurrence and 2000000.00 (\$ Two Million Dollars and Zero Cents) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million Dollars and Zero Cents (\$ 1000000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Hundred Thousand Dollars and Zero Cents (\$ 100000.00) each accident, One Hundred Thousand Dollars and Zero Cents (\$ 100000.00) each employee, and Five Hundred Thousand Dollars and Zero Cents (\$ 500000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars and Zero Cents (\$ 1000000.00) per claim and One Million Dollars and Zero Cents (\$ 1000000.00) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
Course of Construction (Builder's Risk)	100% of the vlaue of the work

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents.

Init.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

N/A

§ 14.5 Other provisions:

N/A

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™–2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203–2013 incorporated into this Agreement.)

- .6 Other Exhibits:
(Check all boxes that apply.)

AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234–2019 incorporated into this Agreement.)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

- .7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Request for Proposals issued 2/11/22

This Agreement is entered into as of the day and year first written above.

Init.

OWNER *(Signature)*

David Pennington III, Mayor

(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

Chad McLeod, Senior Vice President

(Printed name and title)

Init.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 04/18/2022

Agenda Item: Professional Services Agreement with Gregg Sims, Architect for Design Services at John Davis Recreation Center

Department: Administration

Requested By: Megan Elliott

Reviewed/Approved by City Attorney? Yes

Cost: 7.5% of the Owner's Budget for the Cost of the Work

Funding Source if Not in Budget 2020 SPLOST

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

This request is to approve the Professional Services Agreement with Gregg Sims, Architect for Design Services at John Davis Recreation Center.

See attached AIA document for additional information.



AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the _____ day of _____
in the year Two Thousand Twenty-Two
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Dalton
P.O. Box 1205
Dalton, GA 30722-1205

and the Architect:
(Name, legal status, address and other information)

Gregg Sims, Architect
P.O. Box 219
Dalton, GA 30722-0219

for the following Project:
(Name, location and detailed description)

John Davis Recreation Center
Civic Drive, Dalton, GA

Renovations and additions to the existing John Davis Recreation Center.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The Owner and Architect agree as follows.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Owner's Program attached.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Project location to be within the boundaries of the existing John Davis Recreation Center property east of Civic Drive and west of existing stormwater channel.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Project total cost: \$4,100,000 including Architectural/Engineering fees and construction. FFE for project pending budget availability.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Contract Documents are to be complete six (6) months from the date of AIA Document B101 herein.

.2 Construction commencement date:

Construction to commence approximately nine (9) months from the date of AIA Document B101 herein.

.3 Substantial Completion date or dates:

Project to be complete within twelve (12) months from construction commencement.

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

NA

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

Init.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Mayor David Pennington, III
City of Dalton
300 West Waugh Street
Dalton, GA 30720
706-278-9500

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Andrew Parker, City Administrator
City of Dalton

Caitlin Sharpe, Director
Dalton Parks and Recreation Department

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Geotechnical services to be provided by Owner if required during design development or construction.

.2 Civil Engineer:

Included in Architect's basic services.

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Cathy Snyder, Project Manager
Gregg Sims, Architect
P.O. Box 219
Dalton, GA 30722-0219
Office: 706-226-5776, Mobile: 706-260-5423
cs@greggsims.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

March Adams & Associates, Inc.
310 Dodds Avenue
Chattanooga, TN 37404
423-698-6675

.2 Mechanical Engineer:

March Adams & Associates, Inc.
310 Dodds Avenue
Chattanooga, TN 37404
423-698-6675

.3 Electrical Engineer:

March Adams & Associates, Inc.
310 Dodds Avenue
Chattanooga, TN 37404
423-698-6675

§ 1.1.11.2 Consultants retained under Supplemental Services:

Civil Engineer: March Adams & Associates, Inc.
310 Dodds Avenue
Chattanooga, TN 37404

§ 1.1.12 Other Initial Information on which the Agreement is based:

Architect's correspondence dated March 3, 2022 (attached).

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's

sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million (\$2,000,000.00) for each occurrence and Four Million (\$4,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Five Hundred Thousand (\$500,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Hundred Thousand (\$100,000.00) each accident, One Hundred Thousand (\$100,000.00) each employee, and Five Hundred Thousand (\$500,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Three Million (\$3,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the

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Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work

completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Included in Architect's Basic Services
§ 4.1.1.2 Multiple preliminary designs	Included in Architect's Basic Services
§ 4.1.1.3 Measured drawings	Included in Architect's Basic Services
§ 4.1.1.4 Existing facilities surveys	Included in Architect's Basic Services
§ 4.1.1.5 Site evaluation and planning	Included in Architect's Basic Services
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Included in Architect's Basic Services
§ 4.1.1.9 Landscape design	Owner's Staff
§ 4.1.1.10 Architectural interior design	Included in Architect's Basic Services
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided (Architect to provide site visits)
§ 4.1.1.14 Conformed documents for construction	Included in Architect's Basic Services
§ 4.1.1.15 As-designed record drawings	Included in Architect's Basic Services
§ 4.1.1.16 As-constructed record drawings	To be Provided by Owner's Contractor
§ 4.1.1.17 Post-occupancy evaluation	Owner
§ 4.1.1.18 Facility support services	Owner
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect’s coordination of the Owner’s consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Included Pending Budget Availability
§ 4.1.1.29 Other services provided by specialty Consultants	N/A
§ 4.1.1.30 Other Supplemental Services	N/A
Existing Pool/Pool Equipment	Owner or Owner's Contractor

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Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below.

(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)

Items listed as the Architect's responsibility are included in the Architect's basic services.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.

(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

The Owner or Owner's contractor will provide services listed as Owner's responsibility.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect’s Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner’s consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

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- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 No limit () reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 No limit () visits to the site by the Architect during construction
- .3 No limit () inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 No limit () inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within N/A () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead

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and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is

stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

Init.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

N/A

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

Init.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

Seven and one-half percent (7.5 %) of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

See paragraph 11.7 herein.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent

(10 %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	twenty percent (20 %)
Design Development Phase	thirty-five percent (25 %)
Construction Documents Phase	twenty-five percent (35 %)
Procurement Phase	five percent (5 %)
Construction Phase	fifteen percent (15 %)
<hr/>		
Total Basic Compensation	one hundred percent	(100%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See attached memorandum dated 04/11/2022.

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;

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- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

N/A

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of

N/A

() shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of

N/A

() shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid

thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

%

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 ~~AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below;~~

(Insert the date of the E203-2013 incorporated into this agreement.)

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

1. Owner's Program
2. Architect's correspondence dated March 3, 2022
3. Hourly Billing Rates for Architect/Architect's consultants dated 04/11/2022

.4 Other documents:

(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

David Pennington, Mayor

(Printed name and title)



ARCHITECT *(Signature)*

Gregg Sims, Architect (GA #2700)

(Printed name, title, and license number, if required)



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John Davis Renovations – Project Programming

1986 Building – 1st Floor (3,900 SF)

- 12 Offices **(2,000 SF)**
 - o 1 Directors Office – Approx. 400 SF (Total - 400 SF)
 - o 2 Medium Offices – Approx. 200 SF each (Total - 400 SF)
 - 2 Superintendents
 - o 7 Small Offices – Approx. 100 SF each (Total – 700 SF)
 - 3 Athletics
 - 1 Office Manager
 - 2 Program Managers
 - 1 Maintenance Manager
 - o 1 Janitor Office/ Storage – Approx. 250 SF (Total – 250 SF)
 - o 1 Reception Space – Approx. 150 SF (Total – 250 SF)
- 2 Restrooms – Approx. 75 SF each **(150 SF)**
- 1 Breakroom – Approx. 250 SF **(250 SF)**
- 1 Workroom (Copy, Mail, etc) – Approx. 400 SF **(400 SF)**
- Storage
- New Vertical Circulation – Stairs (Elevator if Required)

1986 Building – 2nd Floor (3,900 SF)

- Open Conference Space
- Roof Access
- Storage
- Desired but not required:
 - o 2 Restrooms – Approx. 100 SF each
 - o Small Kitchenette / Catering Space

New Gymnasium Space

- 1 Court Minimum with JR. High court dimensions (would prefer 2 courts in the same space if possible with overall dimensions of minimum 134'-0" x 100'-0")
- Storage
- Janitorial Storage

Pool Equipment Areas (Existing)

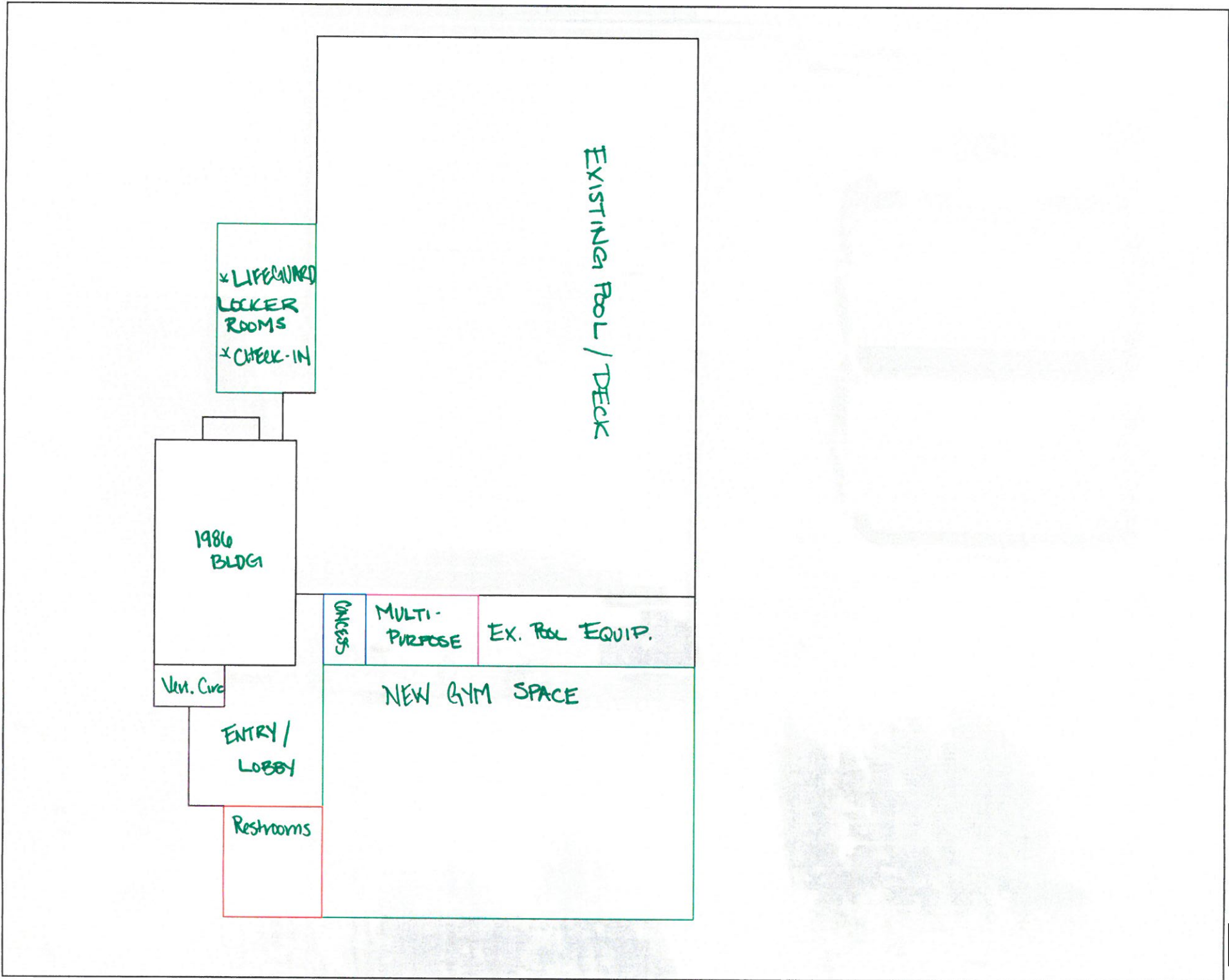
- Rework of surrounding structure – keep existing equipment

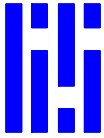
New Entry/ Lobby with Shared Functions

- Clearly Defined Entry & Lobby
- Public Restrooms with Plumbing Chase
- Concessions – For use on pool side and gym side
- Multipurpose room

New Lifeguard/ Locker Room Building

- Locker Rooms/ Restrooms with Plumbing Chase
- Lifeguard Room/ Storage
- Check-In Desk (can be open air)
- Small lockable storage space for safe





FROM THE OFFICE OF GREGG SIMS, ARCHITECT

March 3, 2022

Megan Elliott, Project Manager
City of Dalton
P.O. Box 1205
Dalton, Georgia 30722-1205

Re: John Davis Recreation Center

Subject: Architectural/Engineer Fee Proposal

Dear Megan:

Thank you for the opportunity to work with the City of Dalton on redevelopment of the John Davis Recreation Center facilities.

Our firm proposes a fee of 7.5% of Construction Cost for renovations and new structures based on the Owner's program. However, due to economic inflation, we cannot guarantee the Owner's program can be fulfilled within the set budget of \$4,100,000. Our fee includes Architectural, Interior Design and current As-Built services along with Mechanical, Electrical, Plumbing, Structural, Fire Protection and Civil Engineering. Our fee also includes bidding and construction administration services through project completion.

If the proposal is acceptable, we will provide an AIA Owner-Architect Agreement for review by the City.

Additionally, a statement is attached which includes design services for repair of the roof on the 1986 portion of the facility and the 2-story stair connector. Expenses from this statement will be included in the proposed design fee.

Thank you,

Gregg Sims



FROM THE OFFICE OF GREGG SIMS, ARCHITECT

April 11, 2022

Memorandum

Re: City of Dalton
John Davis Recreation Center

Subject: AIA B101-2017
Hourly Billing Rates for the services of the Architect and the Architect's
Consultant (paragraph 11.7)

Employee or Category	Rate/Hour
Principal Engineer:	\$160
Principal Architect:	\$160
Engineer's Project Manager:	\$150
Senior Engineer:	\$135
Senior Interior Designer:	\$125
Staff Engineer:	\$120
Architect's Project Manager:	\$105
Architect CAD:	\$105
Senior Engineer Designer:	\$ 90
Staff Engineer Designer:	\$ 75
Engineer's Clerk:	\$ 60
Architect's Clerk:	\$ 60



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 04/18/22
Agenda Item: Resolution 22-03 Crown Cotton Mill
Department: Administration
Requested By: Andrew 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:

RESOLUTION 22-03 FINDING NO SUBSTANTIAL PUBLIC PURPOSE IN REAL PROPERTY KNOWN AS LOT NO. 421, GROUP 5 OF CROWN COTTON MILLS AND AUTHORIZING ITS SALE BY SEALED BID.

RESOLUTION 22-03

RESOLUTION FINDING NO SUBSTANTIAL PUBLIC PURPOSE IN REAL PROPERTY KNOWN AS LOT NO. 421, GROUP 5 OF CROWN COTTON MILLS AND AUTHORIZING ITS SALE BY SEALED BID

WHEREAS, the City has previously found that the real property known as Lot No. 421, Group 5 of the lands of Crown Cotton Mills, and being more particularly described as set forth below has ceased to have any substantial public purpose and it is in the best interest of the City to offer the sale of said property less and except such portion of the property needed for right-of-way purposes as determined by the city public works department:

All that tract or parcel of land lying and being in Land Lot No. 200 in the 12th District and 3rd Section of Whitfield County, Georgia, and being designated as Lot No. 421, Group 5 of the lands of Crown Cotton Mills, as shown on plat of said subdivision prepared by Southern Mapping and Engineering Company, dated August 1953, and recorded in Plat Book 3 Page 148, Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference.

For prior title, see Deed Book 2417 Page 20, Whitfield County, Georgia Land Records.

WHEREAS, the City is authorized pursuant to O.C.G.A. §36-37-6(a) to dispose of real property by sealed bid after public notice and is now updating that finding to the present date;

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

-1-

The above described real property has ceased to serve any substantial public purpose and the City Administrator is authorized to offer said real property for sale by sealed bids as provided in O.C.G.A. §36-37-6(a).

-2-

The City shall reserve the right to reject any and all bids and in its discretion to readvertise or to abandon the sale.

-3-

The City is hereby authorized to convey said real property by quit claim deed to the highest responsible bidder who meets the conditions of sale in the invitation to bid, which shall require the successful bidder to apply for an R-3 zone classification for the tract under the Unified Zoning Ordinance and conform any new construction to the historical housing and character of the neighborhood.

-4-

The Mayor is hereby authorized to execute said quit claim deed and any other document necessary, in the opinion of the City Attorney, to effect such conveyance.

This Resolution shall take effect immediately upon adoption by the Mayor and Council.

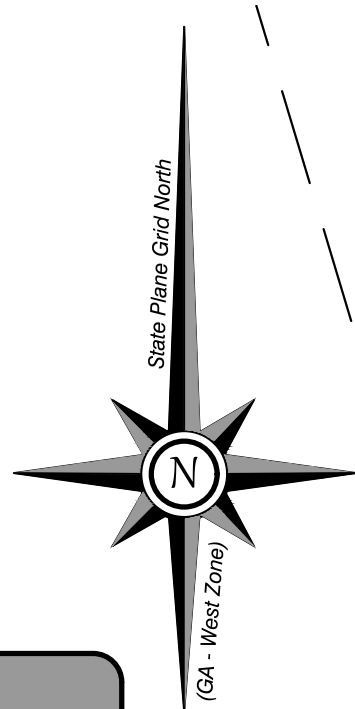
ADOPTED AND APPROVED, this _____ day of _____, 2022.

CITY OF DALTON

ATTESTED TO:

MAYOR

CITY CLERK



RESERVED FOR THE CLERK OF SUPERIOR COURT

PLAT NOTES

CLOSURE STATEMENT
 THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF 1':27,861' AND AN ANGULAR ERROR OF 03" PER ANGLE POINT.
 THE FIELD DATA WAS ADJUSTED USING LEAST SQUARES.
 THIS PLAT HAS A CLOSURE PRECISION OF 1':51,508'.

EQUIPMENT
 ALL FIELD MEASUREMENTS WERE MADE USING A SOKKIA IX1003 ROBOTIC TOTAL STATION AND SOKKIA SHC5000 FIELD CONTROLLER.

FLOOD STATEMENT
 THE SUBJECT PROPERTY DOES NOT LIE WITHIN A 1% ANNUAL CHANCE SPECIAL FLOOD HAZARD AREA (100-YEAR FLOOD ZONE) AS SHOWN ON F.I.R.M. MAP NO. 13313C0138D, EFFECTIVE DATE 09/19/2007.

BASIS OF BEARINGS
 BEARINGS ROTATED TO MONUMENTS FOUND AND SURVEY CONTROL POINTS LOCATED BY GPS OBSERVATION USING A SOKKIA GRX3 GNSS RECEIVER WITH A SOKKIA SHC5000 FIELD CONTROLLER OPERATING ON THE REAL TIME GNSS NETWORK OPERATED BY eGPS SOLUTIONS, INC.

SOURCE OF TITLE
 TITLE TO THE SUBJECT PARCEL IS CURRENTLY VESTED IN THE CITY OF DALTON PER DEED BOOK 5934, PAGE 293.

REFERENCES
 1. PLAT OF CROWN COTTON MILLS - GROUP 5 BY RALPH D. STOUT DATED AUGUST, 1953. (PLAT BOOK 3, PAGE 148)

ZONING INFORMATION
 THE SUBJECT PROPERTY IS CURRENTLY ZONED R-2

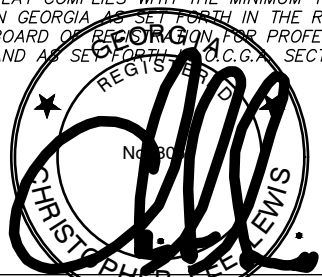
BUILDING SETBACKS:
 FRONT (MAJOR): 40'
 (MINOR): 25'
 SIDES: 10'
 REAR: 15'

GENERAL NOTES

- THIS PLAT WAS PREPARED BY THE SURVEYOR OR UNDER HIS DIRECT SUPERVISION BASED ON AN ACTUAL ON THE GROUND SURVEY.
- THE BOUNDARY CONDITIONS AND IMPROVEMENTS ARE CERTIFIED ONLY AS OF THE DATE OF PLAT PREPARATION AS LISTED IN THE TITLE BLOCK.
- NO TITLE REPORT WAS PROVIDED TO LEWIS & ASSOCIATES LAND SURVEYING, LLC, NOR WAS AN INDEPENDENT TITLE SEARCH PERFORMED BY LEWIS & ASSOCIATES LAND SURVEYING, LLC. ALL MATTERS PERTAINING TO TITLE ARE EXCEPTED.
- ALL DIMENSIONS SHOWN ARE HORIZONTAL GROUND DISTANCES.
- LEWIS & ASSOCIATES LAND SURVEYING, LLC DOES NOT CERTIFY AS TO THE EXISTENCE OR NON-EXISTENCE OF ANY METLANDS OR HAZARDOUS WASTE IN THE SURVEY AREA. NO UNDERGROUND INVESTIGATIONS HAVE BEEN PERFORMED.
- CERTIFICATION IS MADE ONLY TO THE PARTY(IES) NAMED ON THIS PLAT. CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTY(IES) WITHOUT AN EXPRESS RE-CERTIFICATION BY THE SURVEYOR.
- THIS SURVEY PLAT MAY NOT BE REPRODUCED, SCANNED OR ALTERED IN ANY WAY WITHOUT THE WRITTEN CONSENT OF LEWIS & ASSOCIATES LAND SURVEYING, LLC.
- COPIES OF THIS SURVEY ARE NOT VALID WITHOUT AN ORIGINAL SEAL AND SIGNATURE. COPIES WITHOUT AN ORIGINAL SIGNATURE SHOULD BE CONSIDERED PRELIMINARY AND ARE NOT VALID FOR RECORDING OR CONDUCTING LAND TRANSACTIONS.
- ALL IRON PINS SET TO BE 5/8" REBAR WITH YELLOW CAP BEARING THE REGISTRATION NUMBER OF THE SURVEYOR UNLESS NOTED OTHERWISE.
- THE TERM "CERTIFICATION" AS USED IN RULE "180-6-092(2) AND (3)" AND RELATING TO PROFESSIONAL ENGINEERING OR LAND SURVEYING SERVICES, AS DEFINED IN O.C.G.A. 43-15-2(6) AND (11), SHALL MEAN A SIGNED STATEMENT BASED UPON FACTS AND KNOWLEDGE KNOWN TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.
- 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 (OCGA) 15-6-67, IN THAT WHERE A CONFLICT EXISTS, THE REQUIREMENTS OF LAW PREVAIL.

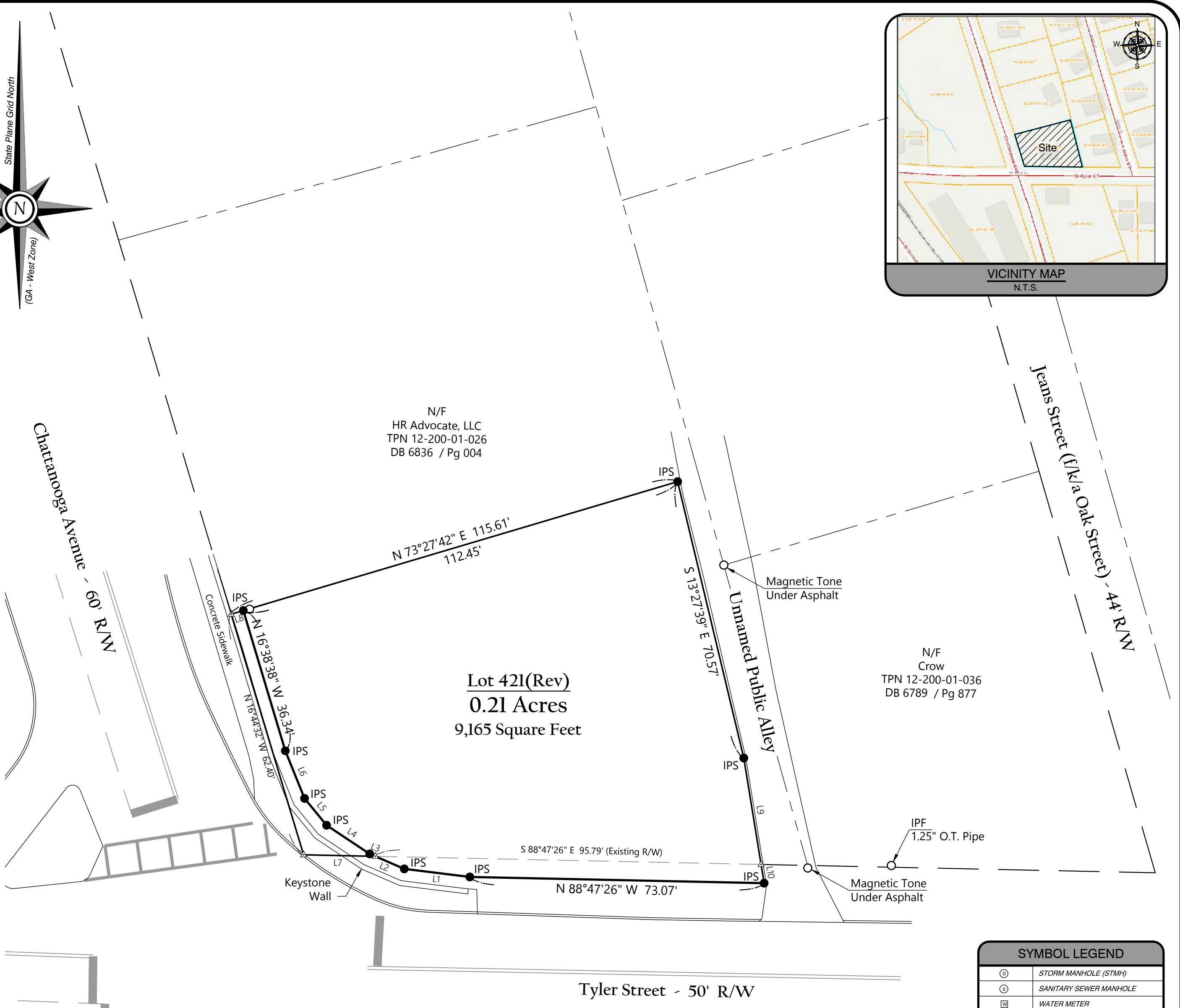
SURVEYOR'S CERTIFICATION

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. 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 AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

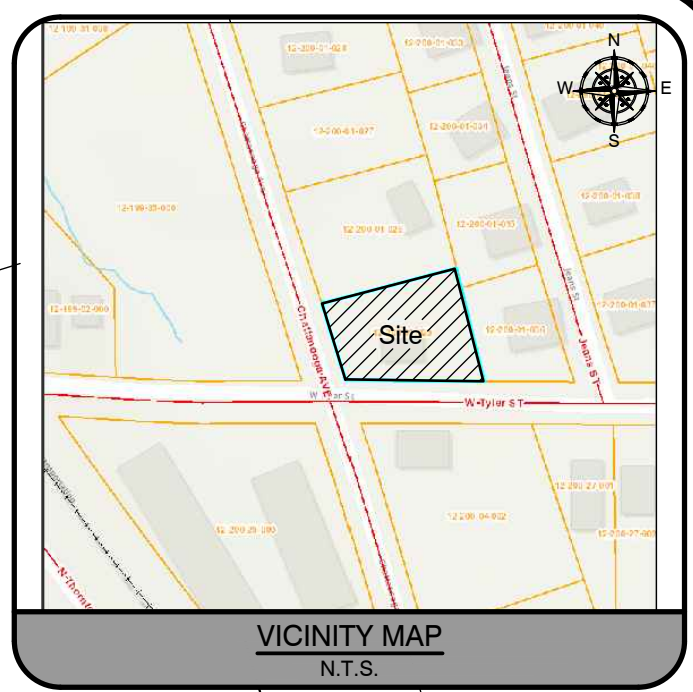
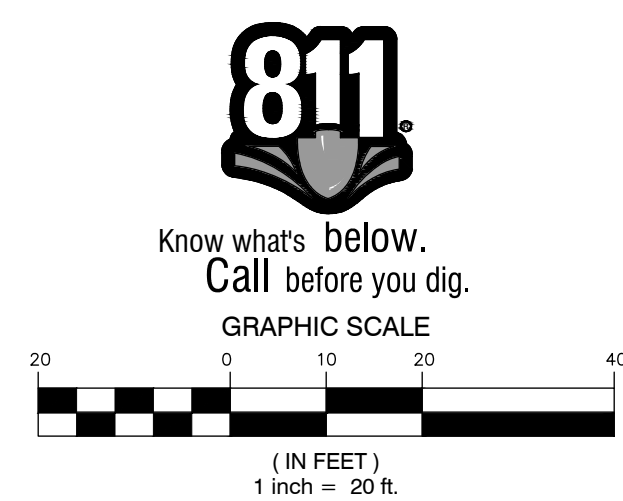


CHRISTOPHER LEWIS - GEORGIA LAND SURVEYING FIRM #11169
 GEORGIA PLS #11169 / NORTH CAROLINA PLS #L-5329
 TENNESSEE RLS #2824 / TENNESSEE PLS #L-5329

10/29/2021
 DATE



LINE	BEARING	DISTANCE
L1	N 82°58'08" W	16.40'
L2	N 66°37'24" W	7.84'
L3	N 66°37'24" W	1.52'
L4	N 56°22'35" W	12.85'
L5	N 39°19'38" W	8.62'
L6	N 22°01'39" W	12.75'
L7	N 88°47'26" W	17.80'
L8	N 73°27'42" E	3.15'
L9	S 09°13'28" E	26.77'
L10	S 09°13'28" E	4.70'



FINAL PLAT (EXEMPT SUBDIVISION)

THE CITY OF DALTON
 BEING TAX PARCEL NO. 12-200-01-025
 LOCATED IN LAND LOT 200, 12th DISTRICT, 3rd SECTION
 CITY OF DALTON, WHITFIELD COUNTY, GEORGIA

© 2021, LEWIS & ASSOCIATES SURVEYING, LLC

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GEORGIA PLS #3063
 TENNESSEE RLS #2824
 NORTH CAROLINA PLS #L-5329
 GEORGIA LSF #1169
 NORTH CAROLINA LSF #P-2042
 GSWCC LEVEL 2 #3115

SYMBOL LEGEND	
	STORM MANHOLE (STMH)
	SANITARY SEWER MANHOLE
	WATER METER
	FIRE HYDRANT
	WATER VALVE
	UTILITY POLE
	TELEPHONE PEDESTAL
	LIGHT POLE
	IRON PIN FOUND (IPF)
	IRON PIN SET (IPS)
	BUILDING SETBACK LINE
	CENTERLINE
	OVERHEAD POWER LINE
	CHAIN LINK FENCE
	OPEN TOP PIPE
	CRIMPED TOP PIPE
	POINT OF BEGINNING
	DEED BOOK/PAGE
	PLAT BOOK/PAGE
	TAX PARCEL NUMBER

SURVEY DATE	10/11/2021, 10/21/2021
SURVEY CREW	DSM, CLL
COMPUTED BY	CLL
DATE DRAWN	10/20/2021
DRAWN BY	CLL
CHECKED BY	CLL
REVISIONS	REVISION DATE

DRAWING FILE: 21-115 Tyler Street	
DWG SCALE	1"=20'
PROJ. NO.	21-115
SHEET NO.	1/1



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 4/18/22
Agenda Item: Resolution 22-04 Boundary Line Agreement
Department: Administration
Requested By: Andrew 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:

Resolution 22-04 Authorizing The City Of Dalton To Enter Into A Boundary Line Agreement By And Between The City Of Dalton And Staten Enterprises, Inc. For Adjoining Real Estate Tracts Off Waugh Street In The City Of Dalton.

**CITY OF DALTON
RESOLUTION 22-04**

A Resolution Authorizing The City Of Dalton To Enter Into A Boundary Line Agreement By And Between The City Of Dalton And Staten Enterprises, Inc. For Adjoining Real Estate Tracts Off Waugh Street In The City Of Dalton.

WHEREAS, the City of Dalton holds title to a tract of real estate in the City of Dalton known as “the old City Park School” tract on the southeast intersection of the rights-of-way of Waugh Street and Thornton Avenue; and

WHEREAS, Staten Enterprises, Inc. holds title to an adjoining tract of real estate known as “303 W. Waugh Street;” and

WHEREAS, there is the need to define clearly and establish a boundary line between the City’s tract and the tract of Staten Enterprises, Inc. along the easterly boundary of the City and the Westerly boundary of Staten Enterprises along with a joint use driveway easement for the parties on the existing driveway off of W. Waugh Street;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Dalton and by authority of same IT IS HEREBY RESOLVED as follows:

-1-

The City of Dalton is authorized through its Mayor and City Clerk to make and enter into a Boundary Line Agreement with Staten Enterprises, Inc. including a joint driveway use and easement agreement for the parties pursuant to the survey prepared by Christopher Lee Lewis, GRLS # _____, dated April 3, 2022, and attached to this Resolution and made a part hereof as Exhibit “A.”

The City Attorney shall draft such instrument and present to the parties for execution and recordation in the Whitfield County, Georgia Deed Records along with recordation of the plat referenced herein.

The foregoing Resolution was read on _____, _____, 2022 and upon motion of Councilmember _____, second by Councilmember _____, upon the question the vote is _____ ayes, _____ nays and the Resolution DOES/DOES NOT pass.

CITY OF DALTON, GEORGIA

Mayor

ATTEST:

City Clerk

RESERVED FOR THE CLERK OF SUPERIOR COURT

PLAT NOTES

CLOSURE STATEMENT
 THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF 1"67.212' AND AN ANGULAR ERROR OF 02" PER ANGLE POINT.
 THE FIELD DATA WAS ADJUSTED USING LEAST SQUARES.
 THIS PLAT HAS A CLOSURE PRECISION OF 1"59.571'.

EQUIPMENT
 ALL FIELD MEASUREMENTS WERE MADE USING A SOKKIA IX1003 ROBOTIC TOTAL STATION AND SOKKIA SOKKIA GCX3 GNSS RECEIVER WITH A SOKKIA SHC5000 FIELD CONTROLLER.

FLOOD STATEMENT
 THE SUBJECT PROPERTY DOES NOT LIE WITHIN A 1% ANNUAL CHANCE SPECIAL FLOOD HAZARD AREA (100-YEAR FLOOD ZONE) AS SHOWN ON F.I.R.M. MAP NO. 1331C0138D, EFFECTIVE DATE 09/19/2007.

BASIS OF BEARINGS
 BEARINGS ROTATED TO MONUMENTS FOUND AND SURVEY CONTROL POINTS LOCATED BY GPS OBSERVATION USING A SOKKIA GCX3 GNSS RECEIVER WITH A SOKKIA SHC5000 FIELD CONTROLLER OPERATING ON THE REAL TIME GNSS NETWORK OPERATED BY eGPS SOLUTIONS, INC.

SOURCE OF TITLE
 TITLE TO THE SUBJECT PARCEL IS CURRENTLY VESTED IN THE CITY OF DALTON (TRACT 1) PER DEED BOOK 5033, PAGE 294, AND ED STATEN / STATEN ENTERPRISES (TRACT 2) PER DEED BOOK 642, PAGE 678 AND DEED BOOK 3378, PAGE 301.

REFERENCES
 1. SURVEY FOR WHITFIELD COUNTY BY MARCUS E. COOK DATED SEPTEMBER 9, 1987, LAST REVISED JANUARY 25, 1988 (PLAT CABINET C, SLIDE 498)

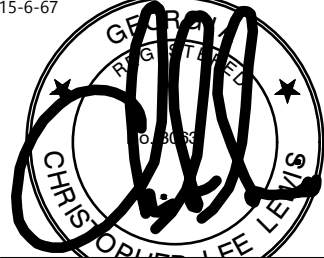
ZONING INFORMATION
 THE SUBJECT PROPERTY IS CURRENTLY ZONED C-3

BUILDING SETBACKS:
 FRONT (MAJOR): 0'
 (MINOR): 0'
 SIDES: 0'
 REAR: 0'

GENERAL NOTES
 1. THIS PLAT WAS PREPARED BY THE SURVEYOR OR UNDER HIS DIRECT SUPERVISION BASED ON AN ACTUAL ON THE GROUND SURVEY.
 2. THE BOUNDARY CONDITIONS AND IMPROVEMENTS ARE CERTIFIED ONLY AS OF THE DATE OF PLAT PREPARATION AS LISTED IN THE TITLE BLOCK.
 3. NO TITLE REPORT WAS PROVIDED TO LEWIS & ASSOCIATES LAND SURVEYING, LLC. NOR WAS AN INDEPENDENT TITLE SEARCH PERFORMED BY LEWIS & ASSOCIATES LAND SURVEYING, LLC. ALL MATTERS PERTAINING TO TITLE ARE EXCEPTED.
 4. ALL DIMENSIONS SHOWN ARE HORIZONTAL GROUND DISTANCES.
 5. LEWIS & ASSOCIATES LAND SURVEYING, LLC DOES NOT CERTIFY AS TO THE EXISTENCE OR NON-EXISTENCE OF ANY WETLANDS OR HAZARDOUS WASTE IN THE SURVEY AREA. NO UNDERGROUND INVESTIGATIONS HAVE BEEN PERFORMED.
 6. CERTIFICATION IS MADE ONLY TO THE PARTY(IES) NAMED ON THIS PLAT. CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTY(IES) WITHOUT AN EXPRESS RE-CERTIFICATION BY THE SURVEYOR.
 7. THIS SURVEY PLAT MAY NOT BE REPRODUCED, SCANNED OR ALTERED IN ANY WAY WITHOUT THE WRITTEN CONSENT OF LEWIS & ASSOCIATES LAND SURVEYING, LLC.
 8. COPIES OF THIS SURVEY ARE NOT VALID WITHOUT AN ORIGINAL SEAL AND SIGNATURE. COPIES WITHOUT AN ORIGINAL SIGNATURE SHOULD BE CONSIDERED PRELIMINARY AND ARE NOT VALID FOR RECORDING OR CONDUCTING LAND TRANSACTIONS.
 9. ALL IRON PINS SET TO BE 5/8" REBAR WITH YELLOW CAP BEARING THE REGISTRATION NUMBER OF THE SURVEYOR UNLESS NOTED OTHERWISE.
 10. THE TERM "CERTIFICATION" AS USED IN RULE "180-6-092(2) AND (3)" AND RELATING TO PROFESSIONAL ENGINEERING OR LAND SURVEYING SERVICES, AS DEFINED IN O.C.G.A. 43-15-2(6) AND (11), SHALL MEAN A SIGNED STATEMENT BASED UPON FACTS AND KNOWLEDGE KNOWN TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.
 11. 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 (OCGA) 15-6-67, IN THAT WHERE A CONFLICT EXISTS, THE REQUIREMENTS OF LAW PREVAIL.

SURVEYOR'S CERTIFICATION

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. 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 AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

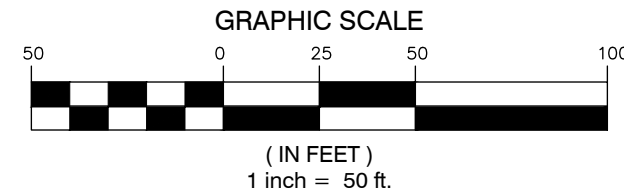


4/13/2022
DATE

North Thornton Avenue
(85' R/W)

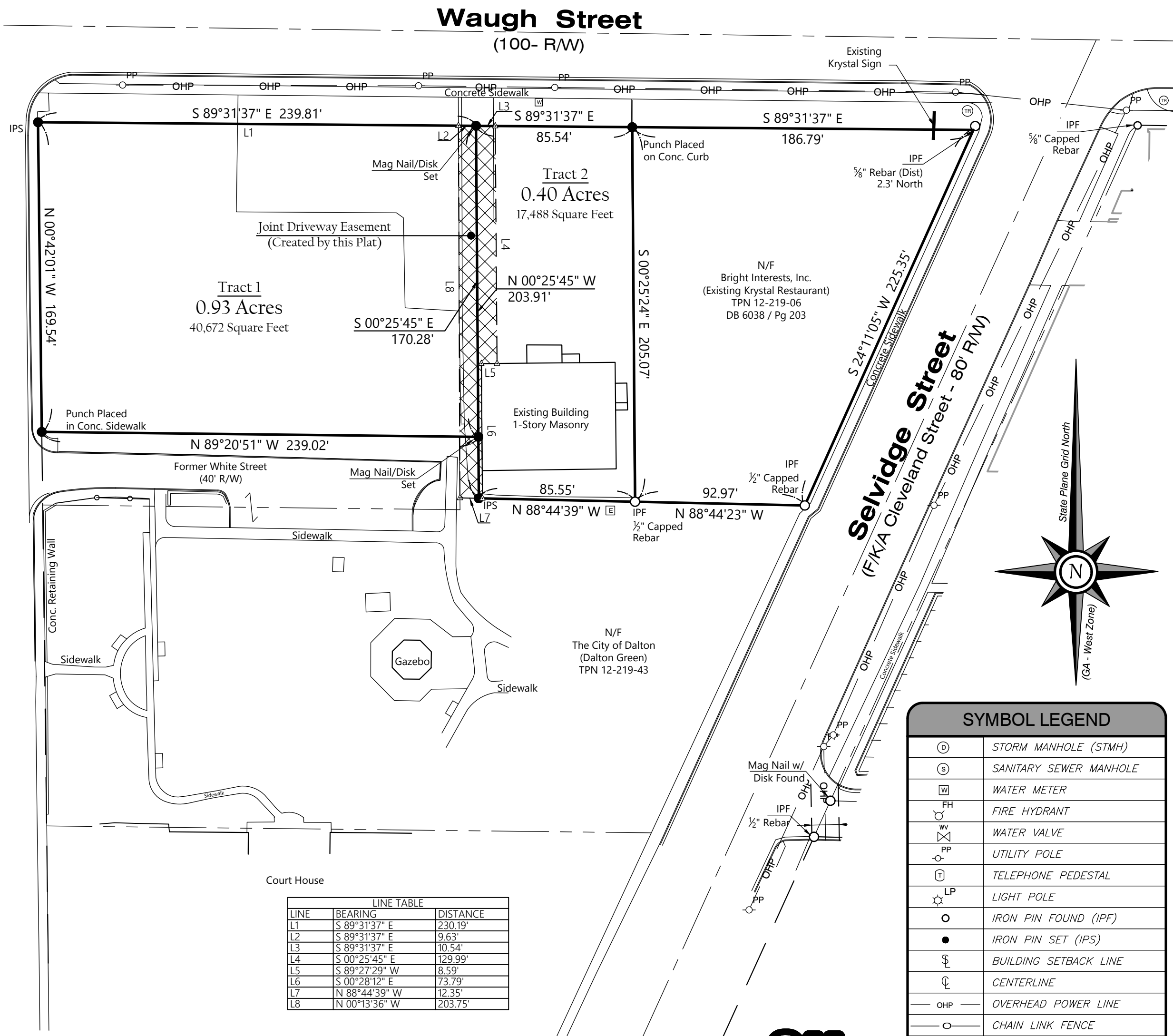
IPF
1/2" Rebar

IPF
1/2" Rebar



LINE	BEARING	DISTANCE
L1	S 89°31'37" E	230.19'
L2	S 89°31'37" E	9.63'
L3	S 89°31'37" E	10.54'
L4	S 00°25'45" E	129.99'
L5	S 89°27'29" W	8.59'
L6	S 00°28'12" E	73.79'
L7	N 88°44'39" W	12.35'
L8	N 00°13'36" W	203.75'

Court House



SYMBOL LEGEND	
Ⓢ	STORM MANHOLE (STMH)
Ⓜ	SANITARY SEWER MANHOLE
Ⓜ	WATER METER
FH	FIRE HYDRANT
WV	WATER VALVE
PP	UTILITY POLE
Ⓜ	TELEPHONE PEDESTAL
LP	LIGHT POLE
○	IRON PIN FOUND (IPF)
●	IRON PIN SET (IPS)
§	BUILDING SETBACK LINE
Ⓜ	CENTERLINE
OHP	OVERHEAD POWER LINE
○	CHAIN LINK FENCE
OTP	OPEN TOP PIPE
CTP	CRIMPED TOP PIPE
POB	POINT OF BEGINNING
DB/Pg	DEED BOOK/PAGE
PB/Pg	PLAT BOOK/PAGE
TPN	TAX PARCEL NUMBER



BOUNDARY SURVEY (BOUNDARY LINE AGREEMENT)

**THE CITY OF DALTON
ED STATEN**

BEING TAX PARCEL NOS. 12-219-05 & 12-219-42
 LOCATED IN LAND LOT 219, 12th DISTRICT, 3rd SECTION
 CITY OF DALTON, WHITFIELD COUNTY, GEORGIA

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GEORGIA PLS #3063
 TENNESSEE RLS #2824
 NORTH CAROLINA PLS #L-5329
 GEORGIA LSF #1169
 NORTH CAROLINA LSF #P-2042
 GSWCC LEVEL 2 #3115

SURVEY DATE	2/7,2/18,2/19,3/4,3/6/2020
SURVEY CREW	CLL, KLB, WAG
COMPUTED BY	CLL
DATE DRAWN	3/18/2020
DRAWN BY	CLL
CHECKED BY	CLL
REVISIONS	REVISION DATE
LINE AGREEMENT	4/13/2022

DRAWING FILE: 20-024 City of Dalton-Statens.dwg	
DWG SCALE	1"=50'
PROJ. NO.	20-024
SHEET NO.	1/1



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 04/18/2022
Agenda Item: Ord. 22-14 - Special Events
Department: City Clerk
Requested By: Gesse Cabrera
Reviewed/Approved by City Attorney? Yes
Cost: N/A
Funding Source if Not in Budget N/A

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

Ordinance No. 22-14
An Ordinance Of The City Of Dalton Amending Section 10-101 captioned "Definitions" and Section 10-112 (d) (1) Within Article IV "Special Events" Of Chapter 10 "Amusements And Entertainment" Of The 2001 Revised Code Of Ordinances Of The City Of Dalton To Provide And Clarify That Any Vendor Selling Or Purveying Alcoholic Beverages Must Hold An Alcoholic Beverage License From The City Of Dalton; To Establish An Effective Date; To Repeal Conflicting Laws And Ordinances; And For Other Purposes

**CITY OF DALTON
ORDINANCE**

ORDINANCE NO. 22-14

An Ordinance Of The City Of Dalton Amending Section 10-101 captioned “Definitions” and Section 10-112 (d) (1) Within Article IV “Special Events” Of Chapter 10 “Amusements And Entertainment” Of The 2001 Revised Code Of Ordinances Of The City Of Dalton To Provide And Clarify That Any Vendor Selling Or Purveying Alcoholic Beverages Must Hold An Alcoholic Beverage License From The City Of Dalton; To Establish An Effective Date; To Repeal Conflicting Laws And Ordinances; And For Other Purposes

WHEREAS, the Mayor and Council of the City of Dalton desires to clarify that a “Vendor” at any Special Event as defined in Section 10-101 and Section 10-112 (d) (1) of Article IV “Special Events” of Chapter 10 “Amusements And Entertainments” of the 2001 Revised Code of Ordinances of the City of Dalton must hold an alcoholic beverage license for the sale of beer, wine, and/or distilled spirits by the drink as the case may be, that is active and in good standing.

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

SECTION 1

- a) Amend Section 10-101 captioned “Definitions” within Article IV “Special Events” of Chapter 10 “Amusements And Entertainments” of the 2001 Revised Code of Ordinances of the City of Dalton by adding to the definition of “Vendor” the following new sentence at the end thereof:

“Only persons who hold an alcoholic beverage license from the City of Dalton to sell, serve, or purvey at retail alcoholic beverages whether beer, wine, or distilled spirits, by

the drink which license is active and in good standing shall qualify as a “Vendor” for Special Events as defined in this Article IV.”

- b) Amend Section 10-112 captioned “Sale of beer and/or wine” in sub-section (d) thereof captioned “*Conditions applicable festivals and special outdoor areas.*” in subparagraphs (1) by striking the first sentence of subparagraph (1) in its entirety and inserting in lieu thereof the following:

“(1) The dispensing of beer and/or wine at a special outdoor area shall be restricted to the holder of a valid alcoholic beverage license to sell retail beer and/or wine by the drink.”

Otherwise, the second sentence of subparagraph (1) thereof shall remain as it is written.

SECTION 2

This Ordinance shall be effective and in force from and after its adoption and publication in two (2) public places within the City of Dalton for five (5) consecutive days, the public health, safety, and welfare requiring it.

SECTION 3

All laws and Ordinances of the City of Dalton in conflict herewith are hereby repealed.

This _____ day of _____, 2022.

The foregoing Ordinance received its first reading on _____ and a second reading on _____, Upon second reading a Motion to pass was made by Councilmember _____ and a second by Councilmember _____ and upon the question the vote _____ AYES, _____ NAYS, and the Ordinance DOES/DOES NOT pass.

CITY OF DALTON

By: _____
Mayor

ATTEST:

City Clerk

A true copy of the foregoing Ordinance has been published in tow (2) public places within the City of Dalton for five (5) consecutive days following passage of the above Ordinance as of the _____ day of _____, 2022.

City Clerk