



City of Cartersville

P.O Box 1390 – 10 Public Square – Cartersville, Georgia 30120
Telephone: 770-387-5616 – Fax 770-386-5841 – www.cityofcartersville.org

COUNCIL PERSONS:

Matt Santini – Mayor
Dianne Tate – Mayor Pro Tem
Kari Hodge
Lindsey McDaniel, Jr.
Jayce Stepp
Louis Tonsmeire, Sr.
Taff Wren

AGENDA

Council Chamber, Third Floor of City Hall– 7:00
PM – 2/2/2017
Work Session – 6:00 PM

CITY MANAGER:
Sam Grove

CITY ATTORNEY:
David Archer

CITY CLERK:
Meredith Ulmer

I. Opening of Meeting

- Invocation
- Pledge of Allegiance
- Roll Call

II. Regular Agenda**A. Council Meeting Minutes**

1. January 19, 2017 (Pages 1 - 8)

[Attachments](#)

B. Appointments

1. Ethics Committee (Page 9)

[Attachments](#)

C. First Reading of Ordinances

1. Distributed Generation Ordinance (Pages 10 - 16)

[Attachments](#)

D. Bid Award/Purchases

1. Computer Server Room Air Conditioner (Pages 17 - 20)

[Attachments](#)

2. Oak Hill Cemetery Landscape Maintenance (Pages 21 - 22)

[Attachments](#)

3. Crossmatch Fingerprint Scanner (Pages 23 - 28)

[Attachments](#)

4. Center Road Erosion Control Plan (Pages 29 - 31)

[Attachments](#)

5. Fiber Optic Cable (Pages 32 - 34)

[Attachments](#)

6. Install Access Control at Public Works (Pages 35 - 36)

[Attachments](#)

7. Vehicle Repair (Pages 37 - 39)

[Attachments](#)

E. Engineering Services

1. Mission Road Sewer Replacement – Phase III / IV (Pages 40 - 54)

[Attachments](#)

F. Other

1. Review and Approval of 2017 Goals (Pages 55 - 56)

[Attachments](#)

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES OFFICE, ADA COORDINATOR, 48 HOURS IN ADVANCE OF THE MEETING AT 770-387-5616.



City of Cartersville

City Council Meeting
2/2/2017 7:00:00 PM
January 19, 2017

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recommendation:	The minutes have been submitted for your approval.
City Manager's Remarks:	Approval of the January 19th City Council meeting minutes is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
 10 N. Public Square
 January 19, 2017
 6:00 P.M. – Work Session 7:00 P.M.

I. Opening Meeting

Invocation by Council Member Tonsmeire

Pledge of Allegiance led by Council Member Hodge

The City Council met in Regular Session with Matt Santini, Mayor presiding and the following present: Kari Hodge, Council Member Ward One; Louis Tonsmeire, Sr., Council Member Ward Three; Lindsey McDaniel Council Member Ward Four; Dianne Tate, Council Member Ward Five; Taff Wren, Council Member Ward Six; Sam Grove, City Manager; Meredith Ulmer, City Clerk and David Archer, City Attorney.

Jayce Stepp, Council Member Ward Two was absent.

II. Regular Agenda

A. Council Meeting Minutes

1. January 5, 2017

A motion to approve the January 5, 2017 City Council Meeting Minutes with the correction to the Revision to Municipal Court Ordinance was made by Council Member Tate and seconded by Council Member McDaniel. Motion carried unanimously. Vote 5-0.

B. Second Reading of Ordinances

1. Alcohol Ordinance Amendment – Distance from MU for Retail Sales

Randy Mannino, Planning and Development Department Head came forward and stated this proposed amendment stemmed from the rehabilitation of the old “Wheeler” building which is a multi-tenant strip retail center located along North Bartow Street. The owner of the property has a prospective tenant who would like to open a convenience store in one of the vacant spaces which would include beer and wine. The surrounding properties are zoned Multiple Use. Mr. Mannino stated this is a commercial district and a residential district. The applicant has already proposed a minimum 100 foot separation from a residence in the Multiple Use district which is similar to the requirements for residences in the Downtown Business District. Mr. Mannino stated this amendment has been recommended by the Alcohol Control Board.

A motion to approve the Alcohol Ordinance Amendment was made by Council Member Hodge and seconded by Council Member McDaniel. Motion carried unanimously. Vote 5-0.

Ordinance
of the
City of Cartersville, Georgia

Ordinance No. 04-17

Now be it and it is hereby **ORDAINED** by the Mayor and City Council of the City of Cartersville, that the **CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 4. ALCOHOLIC BEVERAGES ARTICLE I. IN GENERAL. Division 4. Premises Restrictions. Sec.4-109. Distance Requirements (b)(3)** is hereby amended by deleting said Section Sec. 4-109(b)(3) in its entirety and replacing it with the following:

1.

Sec.4-109. Distance Requirements

(b)(3) No retail dealer's license shall be granted to any person for any proposed location of a retail package store which is within one hundred (100) feet of any private residence which is located within a nonresidential city zoning district. The distance shall be measured in all directions from the nearest wall enclosing the proposed premises where distilled spirits are to be sold to the nearest point of any residential property line within the city; provided, however, the distance from the rear of the premises of a licensee to the property line of any residence may be reduced to not less than fifty (50) feet, if the licensee installs and maintains a buffer in accordance with the City of Cartersville Zoning Ordinance section 4.17 or a fence not less than six (6) feet in height, nor more than eight (8) feet in height. Notwithstanding anything to the contrary in this Ordinance, and only for purposes of this Section 4-109, a multi-use zoning district shall be considered a nonresidential city zoning district and any proposed location of a retail package store shall be no less than one hundred (100) feet to any private residence. The zoning administrator shall determine if a fence or planted buffer is appropriate in light of the surrounding property and applicable zoning districts and standards. Once the zoning administrator has made his/her determination, the request is to be forwarded to the alcohol control board for their review and approval, approval with conditions or rejection based on the following standards.

- a. Visual and lighting impact on surrounding properties.**
- b. Surrounding property uses.**
- c. Noise impact on surrounding properties.**
- d. Location of dumpsters, loading areas, and drive and parking configuration.**

2.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED**FIRST READING: January 5, 2017****SECOND READING: January 19, 2017****MATTHEW J. SANTINI, MAYOR****ATTEST: _____
MEREDITH ULMER, CITY CLERK****C. Resolutions****1. Time Change for Civic Youth Day March 16, 2017**

Sam Grove, City Manager stated this is an annual occurrence allowing Council to accommodate Civic Youth Day. Civic Youth Day is scheduled for March 16, 2017 at 9AM. The City Council meeting on March 16, 2017 needs to be changed from 7PM to 9AM.

A motion to approve the Time Change for Civic Youth Day was made by Council Member Tate and seconded by Council Member Wren. Motion carried unanimously. Vote 5-0.

D. Contracts/Agreements**1. Engineering Services Agreement – G. Ben Turnipseed**

Bob Jones, Water Department Head came forward and stated in June of 2016 the City was approved for an Appalachian Regional Commission grant in the amount of \$300,000 for the replacement of aging and undersized water mains in the downtown area. Mr. Jones stated the department has completed the preliminary administrative process and has been approved to start using grant funds. The first step is to execute the engineering services agreement with G. Ben Turnipseed Engineers in order for them to begin design of the project. Mr. Jones added this was contingent upon the language to the attorney's satisfaction and it is recommended for your approval.

A motion to approve Engineering Services Agreement with G. Ben Turnipseed was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 5-0.

E. Bid Award**1. Downtown Water Main Replacement – Phase I Design**

Bob Jones stated G. Ben Turnipseed Engineers has submitted a design proposal for

services related to the Downtown Water Main Replacement Phase I. Installation of these lines will allow us to abandon approximately 1,300 feet of 100 year old pipe.

Mr. Jones stated G. Ben Turnipseed Engineers has proposed a fee not to exceed \$54,000 for services through construction per their letter proposal dated January 5, 2017. Mr. Jones recommended approval of G. Ben Turnipseed Engineers for design of this project and stated this is a budgeted project.

A motion to approve the Water Department bid to G. Ben Turnipseed was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 5-0.

2. Replacement of High Service Pumps 1 and 2 – Construction Bid Award

Bob Jones stated bids for replacement of High Service Pump 1 and High Service Pump 2 were read in public on December 1, 2016. Two bids were received from a group of seven prequalified general contractors with extensive experience completing similar projects. The design engineer Wiedeman & Singleton, Inc. has certified the bids and recommends the award to SOL Construction, LLC in the amount of \$1,531,045.00.

Mr. Jones stated this project was budgeted in the amount of \$1,200,000.00. The additional cost will be funded by reallocating funds from various other projects.

A motion to approve the Replacement of High Service Pumps 1 and 2 was made by Council Member Wren and seconded by Council Member McDaniel. Motion carried unanimously. Vote 5-0.

3. WPCP 400Kw Generator Radiator Repair

Bob Jones stated the 400kw generator at the Water Pollution Control Plant has a bad radiator. Without backup power, an outage will cause a bypass of untreated sewage to the Etowah River. Mr. Jones stated he recommend approval of the Cummins Power South bid for \$7,957.00. This item will be paid from the Maintenance to Water Pollution Control Plant account.

A motion to approve the Water Pollution Control Plant 400k Generator Radiator Repair was made by Council Member Wren and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0.

4. Apex Drive Water Main

Bob Jones stated the Department of Transportation road improvements to the Highway 41/411 interchange have added several feet of fill dirt the Apex Drive area in addition to extensive changes in road alignment. As a result of those changes we need to install approximately 1,300 linear feet of 12-inch and 8-inch water main to service the area. Mr. Jones

stated bids were received on January 5, 2017 for the project and he recommended C.H. Kirkpatrick with \$79,699.36. Mr. Jones stated this is a budgeted project.

A motion to approve the Apex Drive Water Main was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0.

5. Everbridge – Mass Communications System

Rebecca Bohlander, Communications and Public Relations Manager stated the City had an invoice for the renewal of the mass communication system with Everbridge. The total is \$6,825.00 and it is a budgeted item.

A motion to approve payment for the Everbridge Mass Communications System was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0.

6. Optical Time Domain Reflectometer

Dan Porta, Assistant City Manager came forward and stated the Optical Time Domain Reflectometer is essential for fiber damage and quality testing. Mr. Porta stated the current unit we have is over 8 years old and damaged. The Optical Time Domain Reflectometer unit selected will be able to troubleshoot all the types of fiber that we currently have in use and is available through Graybar at a cost of \$9,866.59 and is recommended for your approval. Mr. Porta stated this is a budgeted item.

A motion to approve payment for the Optical Time Domain Reflectometer was made by Council Member Tonsmeire and seconded by Council Member Hodge. Motion carried unanimously. Vote 5-0.

F. Other

1. Sale of Real Property

Dan Porta, Assistant City Manager stated the city advertised for bids for the sale of 23.42 acres of property located on Douthit Ferry Road and one bid in the amount of \$1,701,000 was received. This property was owned by the Cartersville School System and is being sold at their request. The Cartersville School Board has approved of the winning bid and recommends approval of the sale of this property to David Dial in the amount of \$1,701,000.

A motion to approve the Sale of Real Property was made by Council Member Wren and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0.

2. Georgia Public Web Authorized Member Representative

Dan Porta stated with the passing of Lamar Greeson, a new appointee needs to be made for the city's representation on the Georgia Public Web. Mr. Porta stated he is willing to serve as

the city's appointee and recommend this for your approval.

A motion to approve Dan Porta as the Georgia Public Web Authorized Member Representative was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 5-0.

Council Member Wren made a motion to add 3 items to the agenda. Motion seconded by Council Member Tonsmeire.

3. Bid Rejection – Parks and Recreation

Greg Anderson, Parks and Recreation Superintendent came forward and stated he recommends Council reject all 3 bids received for the athletic fields. Mr. Anderson stated he would like to later reopen and modify the bids, because he thinks the criteria set was too narrow.

Council Member Tate made a motion to approve the rejection of all bids and seconded by Council Member Wren. Motion carried unanimously. Vote 5-0.

4. Extension of TRANSCO Line – Gas Department

Keith Lovell, Assistant City Attorney stated two items needed to be considered by City Council. Mr. Lovell stated this is in order to move forward with the extension of the new TRANSCO station for the Gas Department. The first item being a property acquisition agreement with BM & K Construction. The second, a survey agreement with Smith & Smith Surveying. Mr. Lovell stated both items are within budget and recommended for your approval.

Council Member Tonsmeire made a motion to approve both the agreement with BM & K Construction and the agreement with Smith & Smith Surveying. Motion carried unanimously. Vote 5-0.

G. Monthly Financial Report

Tom Rhinehart, Finance Department Head came forward and presented the January 2017 Monthly Financial Statement and with comparisons from last year by fund along with supplemental financial information comparing the year to date revenues and expenses for each fund and a report of cash position.

Mayor Santini announced the 2017 Visioning Session will be January 20th – 21st.

After announcements a motion to adjourn the meeting was made by Council Member Wren and needing no second. Motion carried unanimously. Vote 5-0.

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Meredith Ulmer
City Clerk



City of Cartersville

City Council Meeting
2/2/2017 7:00:00 PM
Ethics Committee

SubCategory:	Appointments
Department Name:	Administration
Department Summary Recommendation:	This request is to renew the term of long standing member Stan Tilley and reappoint the newest members David Caswell and Joy Hill to the City of Cartersville Ethics Committee. According to the ordinance, one member of this three member committee is appointed by the Mayor, one by the City Council and the third by the two above named members subject to the approval of the majority of the City Council. One member of the Ethics committee shall be a member in good standing of the State Bar of Georgia. All members shall be residents of the City of Cartersville and shall serve a two year term. If approved, these appointments would expire February 7, 2019.
City Manager's Remarks:	Your approval of these reappointments is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
2/2/2017 7:00:00 PM
Distributed Generation Ordinance

SubCategory:	First Reading of Ordinances
Department Name:	Electric Department
Department Summary Recommendation:	Due to the rise of distributed generation (solar) interconnection request the electric department is proposing to replace our current distributed generation riders with one that will recover our fixed cost that are associated with delivering power to the distributed generation customers. Refer to distributed generation points in the attachment.
City Manager's Remarks:	Your approval of this ordinance is recommended.
Financial/Budget Certification:	
Legal:	The proposed ordinance has been reviewed and approved by City Attorney.
Associated Information:	

Distributed Generation Points

- Distributed Generation (Solar power mainly) is being made more affordable.
 - The city may see a rise in the amount of Distributed Generation Interconnection request.
 - This would create a decrease in the amount of kWh sold along with a decrease in revenue.
- Our costs are primarily fixed cost which are driven by the MEAG/SEPA wholesale bill.
 - The bill is roughly 80% fixed and 20% variable.
- The City of Cartersville has unavoidable, large fixed-costs due to its partial ownership in various generation plants.
 - Customers with Distributed Generation will pay less towards these fixed costs due to consuming less kWh's.
 - The current DG riders do not help recover this loss of revenue.
 - As a result, fixed cost from DG customers will be shifted to non-DG customers without a change to the current riders.
- New Rider is proposed to make sure that everyone pays their fair share of costs.
 - It is not a tax nor a disincentive for Distributed Generation.
 - The City does not want to raise the rates of all rate payers to cover this loss of revenue.
 - The new rider adds an additional monthly metering charge and facility capacity charge that offsets some of the potential lost revenue.

Ordinance no. _____

Now be it and it is hereby ORDAINED by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 24. UTILITIES. ARTICLE X. ELECTRIC SYSTEM. DIVISION 2. RESERVED is hereby amended by deleting said Division in its entirety and replacing them with the following:

DIVISION 2. DISTRIBUTED GENERATION RIDER.**Sec. 24-261. Distributed Generation Rider, DGR-1.****1.**

- (a) *Effective Date:* Bills rendered on or after January 19, 2017.
- (b) *Availability:* Applicable to Customers in all areas served by the Cartersville Electric System (the Utility) and subject to its service rules, regulations, terms, policies and procedures, as amended from time to time, which are incorporated herein by this reference, and desiring to install a distributed generation facility. Customer account(s) must be in good standing.
 - (1) A distributed generation facility must:
 - (i) Be owned (or leased) and operated by an existing Customer for production of electric energy, and
 - (ii) Be connected to and/or operate in parallel with the Utility's distribution facilities, and
 - (iii) Be intended primarily to offset part or all of the Customer's generator's requirement for electricity, and
 - (iv) Have peak generating capacity of not more than 10 kW for residential applications and not more than 125% of actual or expected maximum annual peak demand of the premise for commercial applications.
 - (v) Be installed on the customer side of the meter.
- (c) *Monthly Metering Charge:*
 - (1) Bi-Directional Metering Charge \$2.50 per month
OR
 - (2) Single Directional
 - (i) Single-Phase \$4.50 per month
 - (ii) Poly-phase \$11.00 per month
 - (3) The City of Cartersville Electric System will install single directional metering or bi-directional metering depending on the Customer's method of installation. All installed costs for metering and associated equipment will be paid by the Customer at the time service is initiated under this policy.
 - (4) Bi-directional metering is defined as measuring the amount of electricity supplied by the Utility and the amount fed back to the Utility by the Customer's distributed generation facility during the billing period using the same meter. Bi-directional metering shall be used where distributed generation facilities are connected to the Utility on the Customer's side of the Customer's meter.

- (5) Single directional metering shall be defined as measuring electricity produced or consumed during the billing period, in accordance with normal metering practices. Single directional metering shall be used where distributed generation facilities are connected to the Utility's distribution system on the Utility's side of the Customer's meter.

(d) *Monthly Capacity Cost:* The Utility requires each Customer with a distributed generation facility to pay the monthly Stand-By Capacity charges based on the installed Nameplate Capacity Rating (in kW) of the Customer's system.

(1) Residential	\$8.02 per kW per month
(2) Commercial Non-Demand	\$11.13 per kW per month
(3) Small Power	\$13.44 per kW per month
(4) Medium Power	\$13.59 per kW per month
(5) Large Power	\$14.29 per kW per month
(6) Extra Large Power	\$15.53 per kW per month
(7) Medium Economic Development	\$17.51 per kW per month

(e) *Payment for Energy:*

(1) Bi-directional metering

- (i) When electricity supplied by the Utility exceeds electricity generated by the Customer's distributed generation, the electricity shall be billed by the Utility in accordance with the applicable tariff(s).
- (ii) When electricity generated by the Customer's distributed generation system exceeds electricity supplied by the Utility, the Customer shall be billed for the customer charges as described in the standard rate for that billing period and credited for excess kWh generated during the billing period at the Utility's avoided energy cost.

(2) Single directional metering

- (i) For kWh's generated by Customer's distributed generation facility, Customer shall be compensated at the Utility's avoided cost of energy (kWh) as determined by the Utility. The Utility will only compensate Customer for avoided energy kWh's as determined by metered energy delivered to the Utility's distribution system.
- (ii) The Customer's net bill will be calculated using the Utility calculation for avoided energy cost (as described below) credited to the Customer, netted against the billing period charges for the Customer's regular service (according to the applicable tariff) based on actual metered energy.

(3) Avoided Energy Cost

Payments by the Utility to the Customer for the billing period metered avoided energy kWh's will be computed by the Utility in its sole discretion based on the average monthly wholesale market price as determined by the Municipal Electric Authority of Georgia (MEAG Power), the Utility's Wholesale Energy provider.

(f) *Safety, Power Quality, and Interconnection Requirements:*

- (1) The Customer shall be responsible for ensuring a safe and reliable interconnection with the Utility and all costs incurred therein. The Utility has available, upon request, the following documents that must be completed and approved in their entirety prior to interconnection by the Customer to the Utility's distribution system:
 - (i) Application for Interconnection of Distributed Generation Facility
 - (ii) Interconnection Agreement
 - (iii) Electrical Power Exchange Agreement
- (2) The provisions in all documents outlined above are incorporated into this Tariff in their entirety. For the avoidance of doubt, Customer shall be deemed to have agreed to such provisions by applying for service under this Tariff.
- (3) The Utility will only be required to purchase energy from eligible distributed generation facilities on a first-come, first-served basis until the cumulative generating capacity of all renewable energy sources from all Customers equals the percentage of the Utility's annual peak demand in the previous year as set forth in O.C.G.A. § 46-3-56(a). Additional energy may be purchased by the Utility at its sole discretion at a cost agreed to by it and the Customer provider. The Utility shall at no time be required to purchase energy from Customers in excess of amounts required by the DG Act.
- (4) The Utility reserves the right to separate the Customer generator's equipment from City lines and facilities when, in the Utility's judgment, the continued parallel operation is unsafe or may cause damage to persons or property. Upon such separation, the Utility shall promptly notify the Customer generator so that any unsafe condition can be corrected.

Sections 24-262-265 Reserved.

2.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
 SECOND READING: _____

 MATTHEW J. SANTINI, MAYOR

ATTEST: _____
 MERIDITH ULMER, CITY CLERK

Ordinance no. _____

Now be it and it is hereby ORDAINED by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 24. UTILITIES. ARTICLE X. ELECTRIC SYSTEM. DIVISIONS 33. DISTRIBUTED GENERATION ENERGY “A” RIDER, DGEA-2 SECTION 24-416. GENERALLY. (b) AND DIVISION 34. DISTRIBUTED GENERATION ENERGY “B” RIDER, DGEB-2. SECTION 24-417. GENERALLY (b) are hereby amended by deleting said paragraphs in their entirety and replacing them with the following:

1.

Division 33 – Distributed Generation Energy “A” Rider, DGEA-2

Section 24-416. Generally.

(b) Availability: Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations. Only for customers on said rider before February 2, 2017.

2.

Division 34. Distributed Generation Energy “B” Rider, DGEB-2

Section 24-417. Generally.

(b) Availability: Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations. Only for customers on said rider before February 2, 2017.

3.

Sections 24-418 through 24-420 Reserved.

4.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____

SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
MERIDITH ULMER, CITY CLERK

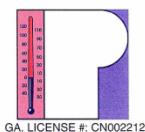


City of Cartersville

City Council Meeting
2/2/2017 7:00:00 PM
Computer Server Room Air Conditioner

SubCategory:	Bid Award/Purchases
Department Name:	Fiber
Department Summary Recommendation:	The computer server room air conditioner is 13 years old and over the past few months has not been able to keep the server room at a consistent temperature. If the air conditioner fails and the computer server room gets too hot, then the servers will overheat and begin to shut down or fail. We have received three proposals for a new Mitsubishi P Series 3 Ton cooling system for the computer server room as follows: Mike Jones HVAC \$6,377.00 Weaver Heating & Air \$7,832.00 Pendley Heating & AC \$8,678.82 I recommend approval of the bid from Mike Jones HVAC.
City Manager's Remarks:	Your approval of the Mike Jones bid is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

"Pendley People Care"



Pendley
Heating & Air Conditioning, Inc.

Page No. _____ of 1 Pages.

526 Old Alabama Road
Cartersville, Georgia 30120

PROPOSAL AND ACCEPTANCE

Phone: 770.382.1221
Fax: 770.382.8223
Emergency Phone : 770.655.2068
Email: penhtgac61@aol.com
Georgia License: CN002212

TO: City Manager's Office 1 N. Erwin St. Cartersville, GA 30120	PHONE	770-387-5675	DATE	1/3/17
	JOB NAME/LOCATION Server Room Stephen Grier			
	JOB NUMBER		JOB PHONE	

We hereby submit specification and estimates for:

Install Mitsubishi P Series 3 Ton Cooling System:----- \$8,678.82
PKA-A36KA4 Condensing unit
PUY-A36KA4 High Wall mount air handler
MHK1 Wireless wall mount remote controller
WB-PA2 Wind Baffle(0°F outdoor ambient capability/23°F without)

Includes labor and materials

Warranty: 7 year compressor/5 year parts/1 year labor

Terry.woodring@pendleyhvac.com
www.pendleyheatingandair.com

TERMS: DUE UPON COMPLETION

I have the authority to order the above work and do so order as outlined above. It is agreed that the seller will retain title to any equipment or material furnished until final & complete payment is made, and if settlement is not made as agreed, the seller shall have the right to remove same and the seller will be held harmless for any damages resulting from the removal thereof.

We Propose hereby to furnish material and labor – complete in accordance with the above specification for the sum of:

SEE ABOVE Dollars

Payment to be made as follows:

[DUE UPON COMPLETION]

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized Signature:

Note: This proposal may be withdrawn by us if not accepted within:

Days 30

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance:

Signature:

Signature:

Proudly serving you for over 50 years

Item # 4



Mike Jones Heating and Air

State License: GA Reg CN 005515

January 16, 2017

Quote Number #2004

Stephen Grier
City Manager's Office
1 N. Erwin Street
Cartersville, GA 30120

Option 1- PKAA36KA6 AHU WALL MOUNT 36 MBH 208/230-1P MITSUBISHI
PUYA36NHA6 AIR COND 36 MBH 208/230-1P MITSUBISHI
CONTROLLER MITSUBISHI
WIND BAFFLE MITSUBISHI
5 WIRE-14-4 WIRE CABLE 14 GAUGE, 600V 4 CONDUCTOR, 50 FT, P-5
6 MSLS-
CU LINESET 3/8X5/8 50 FT FLR MIN SPL 1/2INS 7/CS

Total- \$6,377.00

All materials is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are covered by Workman's comp insurance. Owner acknowledges that we do not provide advice or analysis concerning mold, or the potential of mold, and assumes the risk of all damages to property or persons from mold or mold related claims.

Proposal

WEAVER HEATING & AIR INC

P. O. Box 815

CARTERSVILLE, GA 30120

(770) 387-1570

WEAVERHEATANDAIR@MSN.COM

January 06, 2017

Summary: PROPOSAL

Reference #: 12160-102

Due Date: 2/5/2017

CITY OF CARTERSVILLE
IT DEPARTMENT
1 NORTH ERWIN ST
CARTERSVILLE, GA 30120

Job Name:

CITY OF CARTERSVILLE
IT DEPARTMENT
1 NORTH ERWIN ST
CARTERSVILLE, GA 30120

(678)229-7235

(678)229-7235

We Hereby Submit Specifications And Estimates For:

INSTALL MITSUBISHI P SERIES 3 TON COOLING SYSTEM:
PKA-A36KA4 HIGH WALL MOUNT AIR HANDLER
PUY-A36KA4 CONDENSING UNIT
MHK1 WIRELESS WALL MOUNT REMOTE CONTROLLER
WB-PA2 WIND BAFFLE (0°F OUTDOOR AMBIENT CAPABILITY/23°F WITHOUT)

INCLUDES LABOR AND MATERIAL
1 YEAR FREE MAINTENANCE (SPRING ANF FALL VISIT)
WARRANTY: 7 YEAR COMPRESSOR/5 YEAR PARTS/1 YEAR LABOR

INSTALLATION TO MEET ALL STATE AND LOCAL CODES. TOTAL FOR WORK LISTED ABOVE
\$7,832.00. PRICE REFLECTS CASH PAYMENT.

We propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of: **\$7,832.00**

Payment to be made as follows:

UPON COMPLETION

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All proposed sums are for cash or check only. { IF PAID BY CREDIT CARD ADD 4% TO PROPOSED SUM. } All agreements contingent upon delays beyond our control. Purchaser agrees to pay all costs of collection, including attorney's fees. This proposal may be withdrawn by us if not accepted by the above due date.

Authorized
Signature _____

Acceptance
Signature _____

Date _____



City of Cartersville

City Council Meeting
2/2/2017 7:00:00 PM
Oak Hill Cemetery Landscape Maintenance

SubCategory:	Bid Award/Purchases
Department Name:	Public Works
Department Summary Recommendation:	The Landscape Maintenance Contract had been renewed the maximum number of times, therefore bids were solicited on our website and an ad for bid ran in the newspaper. We had three bidders, the low bid was Seasons Landscape from Decatur, GA for \$3250 per work event for a total of \$84,500 based on 26 work events. After being advised that he was the apparent low bidder, Seasons Landscape asked to withdraw from consideration. The second bidder was approximately \$30,000 more than the amount budgeted for this service contract. Therefore, we recommend that we exercise the Owner's right to reject all bids and to waive formalities and re-advertise.
City Manager's Remarks:	It is recommended that you reject all bids on this item.
Financial/Budget Certification:	
Legal:	
Associated Information:	

[illegible]



City of Cartersville

City Council Meeting
2/2/2017 7:00:00 PM
Crossmatch Fingerprint Scanner

SubCategory:	Bid Award/Purchases
Department Name:	Police
Department Summary Recommendation:	I am requesting the approval to purchase a new CROSSMATCH fingerprint scanner and I am planning to place this item on the agenda for February 2, 2017. This piece of equipment is used to transmit arrestee's fingerprints to NCIC/GCIC for identification and to establish a criminal history. Our current fingerprint scanner is not support by the company any longer and we are having difficulties with it now. I did not bid this item to any other companies because we have already paid for an interface between CROSSMATCH and our new Records Management Software (New World) and the cost for this system is \$5,346.95. This is a budgeted item (federal asset forfeiture funds) and the E-Verify and E-Save documents have been submitted to the police department and are on file. I am requesting your support and recommendation for this purchase.
City Manager's Remarks:	Your approval of this purchase is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



Crossmatch
 3950 RCA Blvd Suite 5001
 Palm Beach Gardens, FL 33410
 US Headquarters: 561 622 1650
<http://www.crossmatch.com>

Quote Number: **01792011**
 Quote Created: **January 20, 2017**
 Quote Expiration: **April 20, 2017**

Account Manager: Jennifer Velez

Sales Channel: GSA

Phone: 5614937325

Status: Preparing

Mobile:

Type: Simple

Fax: 5618287717

Email: jennifer.velez@crossmatch.com

Bill To Name: Cartersville Police Department

Ship To Name: Cartersville Police Department

Contact: TJ LeFfew

Contact: TJ LeFfew

Phone: (770) 607-6197

Phone: (770) 607-6197

Email: tleffew@cartersvillega.gov

Email: tleffew@cartersvillega.gov

Bill To: 195 Cassville Rd.
 CARTERSVILLE, 30120
 United States

Ship To: 195 Cassville Rd.
 CARTERSVILLE, 30120
 United States

Item	Product	Part Number	Quantity	Sales Price	Total Price	Price Basis
1	SHIPPING ASSEMBLY, GUARDIAN 200, LSE RUNTIME LICENSE, NO SPOOF DETECTION LICENSE, SILICONE PAD	920191-01	1	\$3,029.68	\$3,029.68	GSA Contract GS-35F-0199R
2	CMT ADVANTAGE MAINT, YR 1, HW - GUARDIAN 200, GUARDIAN 300, DEVICE ONLY DOMESTIC	930173	1	\$335.50	\$335.50	GSA Contract GS-35F-0199R
3	CMT ADVANTAGE MAINT, YR 1, STANDARD CMT SW, LSMS	950083	1	\$272.03	\$272.03	GSA Contract GS-35F-0199R

Quote Number: **01792011**Quote Created: **January 20, 2017**Quote Expiration: **April 20, 2017****Crossmatch**

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4	CMT ADVANTAGE MAINT,YR 1,STANDARD CMT SW, LSMS SUBMISSION SOFTWARE	950084	1	\$90.68	\$90.68	GSA Contract GS-35F-0199R
5	SOFTWARE, LSMS CONFIGURATION, GEORGIA - GBI	850391-006	1	\$0.00	\$0.00	Open Market
6	SOFTWARE, RELOAD, GEORGIA	850181-206	1	\$0.00	\$0.00	Open Market
7	KIT, FBI CERTIFIED NETWORK PRINTER, DOUBLE SIDED PRINTING	900439	1	\$1,400.00	\$1,400.00	Open Market
8	PRINTER TRAY, LOWER, 550 SHEET FEEDER, LEXMARK MS810	420737	1	\$400.00	\$400.00	Open Market
9	CMT ADVANTAGE MAINT,YR 1, HW, ALL SYSTEM PERIPHERALS INTEGRATED AND PROVIDED BY CMT, DOMESTIC	930158	1	\$272.03	\$272.03	GSA Contract GS-35F-0199R
10	CMT ADVANTAGE MAINT,YR 1, HW, ALL SYSTEM PERIPHERALS INTEGRATED AND PROVIDED BY CMT, DOMESTIC	930158	1	\$272.03	\$272.03	GSA Contract GS-35F-0199R
11	HARDWARE- TRADE-UP DISCOUNT, GUARDIAN 200 W/PAD	960048-01	1	\$-825.00	\$-825.00	Open Market
12	FREIGHT	FREIGHT	1	\$100.00	\$100.00	Open Market

Grand Total: \$5,346.95**Notes:** Please reference GSA Contract GS-35F-0199R on your purchase order.

(Customer to use Win 7 computer recently upgraded with LSMS 8.5.5)

(Currently interfaced with USA where XML file is provided by RMS. If switching to Tyler Tech New World and they can supply XML file according to specs this software that works with USA will work with Tyler Tech /New World)

**Crossmatch**

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Quote Number: **01792011**
 Quote Created: **January 20, 2017**
 QuoteExpiration: **April 20, 2017**

STANDARD SALES TERMS AND CONDITIONS

Purchase Order # _____

1) **Terms of Order.** The terms contained herein shall govern unless Purchaser orders under Crossmatch's GSA Schedule Number GS-35F-0199R or if there is an existing signed agreement between Purchaser and Crossmatch with respect to the products to be purchased. Notwithstanding any term or provision to the contrary contained in any Purchase Order, upon Purchaser's written acknowledgement below, the terms of this Agreement shall apply to Purchaser's Purchase Orders for the quoted products. In no event shall the pre-printed terms and conditions of any Purchase Order alter, amend or supersede any provision of this Agreement. In the case of any conflict between the terms of a Purchase Order and the terms of this Agreement, the terms of this Agreement shall prevail. An omission of reference to this Agreement in a Purchase Order shall not affect the application of this Agreement to such Purchase Order.

2) **Prices.** Unless otherwise indicated, prices for products and associated support services are firm fixed price (FFP). Pricing remains valid for 90 calendar days from the date of quotation, unless otherwise specified by Quote Expiration above. All sales are final; no refunds, credits or exchanges will be accepted. The price for the products does not include sales, use, excise or similar taxes assessed at any time. All applicable taxes shall be paid by Purchaser including applicable sales tax unless a valid sales tax exemption certificate is provided.

3) **Shipment:** Shipment date(s) provided in the quotation or in confirmation of the Purchase Order is/are approximate and subject to change. Crossmatch shall not be liable for any delays in shipment which are caused by events beyond the control of Crossmatch including, but not limited to, delays caused by inaccurate or incomplete data, changes or revisions in the work to be performed, Purchaser's insufficient credit or financing, acts of Purchaser or Purchaser's agent, Force Majeure, accidents, strikes, inability to obtain labor or materials, or delay in transportation.

4) **Storage:** Once Purchaser has been notified that its order is ready for shipment, if Purchaser requests that the order (in whole or in part) not be shipped until a later date, the equipment will be segregated from other inventory. Purchaser will be required to execute Crossmatch's Transfer of Title form evidencing transfer of title and transfer of risk of loss from Crossmatch to Purchaser. Purchaser is responsible for all costs associated with shipping the equipment to a storage facility or from said storage facility to the destination point in addition to all costs associated with insurance and storage fees.

5) **Title & Risk of Loss:** Crossmatch's prices are F.O.B. Crossmatch's Factory and are exclusive of taxes, shipping, handling and insurance. Title to all equipment and risk of loss, deterioration or damage shall pass to Purchaser upon delivery to a carrier; except that a security interest in the equipment or any replacement shall remain in Crossmatch's name until the full purchase price has been received by Crossmatch. Any claim by Purchaser against Crossmatch for shortage or damage occurring prior to delivery must be made in writing within ten (10) calendar days after receipt of shipment and accompanied by an original transportation bill signed by the carrier noting that carrier received goods from Crossmatch in the condition claimed. Crossmatch shall have the right to ship all goods at one time or in portions, within the time for shipping provided in such order, unless specifically requested in writing by the Purchaser that these shipments be made in total by a date certain. Any shipments returned to Crossmatch as a result of Purchaser's unexcused delay or failure to accept delivery will require Purchaser to pay all additional costs incurred by Crossmatch, including any storage costs as discussed above.

6) **Excusable Delays:** Crossmatch shall not be liable for any failure to continue to perform as required or meet the delivery date if such failure is due to the non-performance of the Purchaser or third party and/or due to a reason beyond its reasonable control. Such events also include without limitation, acts or omissions of carriers, labor difficulties, shortages, Force Majeure, lack of, incomplete or inaccurate information provided by the Purchaser, or any other cause that is outside of Crossmatch's control. In any such event the Parties will mutually develop a critical path in which performance and/or schedule is re-defined and any equitable adjustment in price is finalized.

7) **Changes:** Purchaser may make changes to the specific products/services being ordered, quantity, schedule and/or, the customization requirements of a product or service or any other provision of the Purchase Order or quotation providing such change is communicated in advance and in writing to Crossmatch. If any such change causes a change in the price, schedule or other provision of the quote or Purchase Order, Crossmatch shall notify Purchaser in writing no later than five (5) days from the date of receipt by Crossmatch of such request from Purchaser. Crossmatch will submit a Request for Equitable Adjustment or Change Order proposal which the Parties shall mutually negotiate and such will be incorporated into the Purchase Order or quotation by written bi-lateral Amendment or Change Order ("Change Order").

8) **Installation and Training.** If installation and training services are purchased, Purchaser shall appoint a contact person to coordinate the installation to be performed by Crossmatch, its agent or contractor. The number of days allocated, and charges for installation and training are stated herein. If Crossmatch cannot complete the installation or extensions into additional days or additional trips are caused by Purchaser's failure to complete its assigned tasks, or issues beyond the reasonable control of Crossmatch such as, but not limited to, Purchaser network problems, Purchaser firewall problems or delays of schedule due to unavailability of Purchaser resources, Purchaser shall be responsible for additional charges required to complete the installation. Such charges shall be billable at Crossmatch's rates in effect at the time of the service extension or additional trip. A minimum charge of \$500 will be assessed if Purchaser cancels or re-schedules on-site installation and/or training within 14 days of the originally scheduled installation. Upon completion of installation and training (including delivery of the training materials), Purchaser agrees to sign Crossmatch's Professional Services Acceptance Form acknowledging receipt of installation and training services within fifteen (15) days from the completion date. If Purchaser fails to respond within fifteen (15) days from the completion date, installation and training will be deemed accepted.

Item # 6



Quote Number: **01792011**
 Quote Created: **January 20, 2017**
 QuoteExpiration: **April 20, 2017**

Crossmatch
 3950 RCA Blvd Suite 5001
 Palm Beach Gardens, FL 33410
 US HeadQuarters: 561 622 1650
<http://www.crossmatch.com>

9) **Limited Warranty:** Crossmatch warrants that the hardware products purchased will be free from defects in material and workmanship in normal service and under normal conditions for a period of one (1) year from the date of shipment. Normal service and normal conditions are defined within the product documentation. The Limited Warranty is subject to the specific terms and conditions set forth in the warranty documentation, which is hereby made part of and incorporated into the quotation.

10) **Silicon Product Use Restrictions:** TouchChip Silicon Fingerprint Sensor Products, including but not limited to touch and swipe products, related software, developer kits and tools ("TouchChip Product Line") are subject to field of use restrictions ("Field of Use Restrictions") attached hereto as Supplemental Terms and Conditions of Sale for Silicon Products ("Supplemental T&Cs") and incorporated by reference herein. When applicable products are purchased, Purchaser shall adhere to the Field of Use Restrictions set forth in the Supplemental T&Cs and shall require any of its distributors, resellers, developers or sales representatives to comply with such Field of Use Restrictions. Any material or repetitive breach of the restrictions contained in the Supplemental T&Cs by Purchaser or Purchaser's direct or indirect distributors, resellers or sales representatives shall constitute a material breach.

11) **Software License.** The term "Software" refers to the Software installed on the equipment or hardware product, any custom software or interfaces developed by Crossmatch for Purchaser and if applicable, Crossmatch's Software Development Kit (SDK) software. Purchaser will be required to accept Crossmatch's standard license agreement prior to using any Software. The terms and conditions which govern the right and usage of the software are set forth in the license documentation, which is hereby made part of and incorporated into the quotation.

12) **Equipment Upgrade:** Equipment upgrades are not covered under the limited warranty and are subject to independent pricing and terms and conditions, as deemed applicable by the nature of the upgrade activity.

13) **Equipment Maintenance Plan:** Purchaser may purchase a Crossmatch Advantage Maintenance Plan for the hardware products. The Maintenance Plan is contracted for annually at the then prevailing price and can be renewed for a period of years mutually agreed to by the Parties. The Maintenance Plan is subject to the specific terms and conditions set forth in the Maintenance Plan documentation, which is hereby made part of and incorporated into the quotation.

14) **Software Maintenance Plan:** Purchaser must buy the Crossmatch Advantage Software Maintenance plan for all applicable Crossmatch software products. Crossmatch will provide maintenance services for the current and future Major Release of the Software for a period of twelve (12) months for each term of the Software Maintenance plan. As used herein, a "Major Release" is any version of the Software that in Crossmatch's sole determination provides substantial new features, additional functionality, or makes use of different architecture. Crossmatch will receive Company reported defects or issues 24 hours a day, 7 days a week and acknowledge any such reported defect or issue within two (2) hours and use best efforts to address and remedy such defect or issue. At no additional cost to Company, Cross Match will deliver to Company, as made commercially available by Cross Match, bug fixes, Maintenance updates, state-mandated updates and Major Releases for the Software ("Updates")

15) **Invoicing and Payment.** Crossmatch will invoice Purchaser for all Products, (including services), and Maintenance Plans. All Maintenance Plans are invoiced annually in advance are non-refundable. All Crossmatch invoices for Products must be paid in full by Purchaser prior to shipment. Any other payment arrangement must be pre-approved by Crossmatch in writing. All sales are final; no refund, credits or exchanges will be accepted Crossmatch. A late charge of the lesser of 1.5% per month or the maximum amount permitted by law, will be added to past due accounts. All reasonable costs and expenses, including but not limited to attorneys' fees, court costs and service charges incurred by Crossmatch in collecting payment will be an expense of and charged to Purchaser

Purchaser may be required to complete a credit application. Crossmatch reserves the right to extend credit to the Purchaser based upon credit determination. Specific financing arrangements will be considered on a case by case basis and the terms and conditions for such will be defined by Crossmatch and binding upon the Purchaser.

Crossmatch shall have the right to suspend performance, including the non-shipment of product, under a specific Purchase Order and/or any other Purchase Order(s) where Purchaser has failed to maintain its account within agreed to credit terms. Crossmatch shall resume performance under said Order(s) upon verified receipt of the required funds, as determined by Crossmatch. Purchaser hereby agrees to waive all rights to seek damages and/or other remedies against Crossmatch if Crossmatch's actions taken under this provision have an adverse impact upon Purchaser and/or its ability to perform and/or meet business obligations. In addition, Crossmatch shall have the right to cancel or hold any and/or all orders placed by Purchaser and any and/or all shipments of the Product, regardless of any prior confirmation or acceptance by Crossmatch, if: (a) Purchaser is or becomes insolvent, (b) Purchaser makes an assignment for the benefit of creditors, or a receiver or trustee is appointed to take charge of any of Purchaser's assets; or (c) Purchaser is the subject of a bankruptcy or reorganization proceeding, whether voluntary or involuntary.

16) **Indemnification. By Purchaser.** Purchaser shall indemnify, defend and hold Crossmatch and its respective directors, officers, employees and agents harmless against any and all losses, claims, damages or expenses (including reasonable attorneys' fees) arising out of or related to: (i) any personal injury to or death of any person or persons, any loss or damage of any property or any interruption of services which are caused or claimed to have been caused directly or indirectly from Purchaser's (including its employees or independent contractors) negligent operation and/or related use or misuse of the Product; (ii) use of any equipment not provided or approved for use with the Product by Crossmatch.

By Crossmatch. Crossmatch hereby agrees to indemnify, defend and hold Purchaser harmless from and against any and all claims, demands, actions, costs, liabilities and losses resulting from the Software or other Product infringing a United States patent, copyright or trademark or misappropriating the trade secret of a third party provided that: (i) Purchaser promptly notifies Crossmatch in writing of the claim; (ii) Crossmatch has control of the defense and all related settlement negotiations, provided however that Purchaser

Item # 6



Quote Number: **01792011**
 Quote Created: **January 20, 2017**
 QuoteExpiration: **April 20, 2017**

Crossmatch

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 Palm Beach Gardens, FL 33410
 US HeadQuarters: 561 622 1650
<http://www.crossmatch.com>

must approve in writing any settlements before they are executed (provided, however, that Purchase shall not unreasonably withhold its approval thereof); and (iii) Purchaser fully cooperates with Crossmatch, at Crossmatch's cost, in the defense or settlement of such actions. Crossmatch's obligation under this Article is conditioned on Purchaser's agreement that if the Software, or the use or operation thereof, becomes, or in Crossmatch's opinion is likely to become, the subject of such a claim, Purchaser will permit Crossmatch at Crossmatch's option and expense, either to procure the right for Purchaser to continue using the Software or to replace or modify the same so that it becomes non infringing. If neither of the foregoing alternatives is available on terms which are reasonable in Crossmatch's reasonable judgment, then (1) Purchaser will return or destroy the Software on written request of Crossmatch; and (2) Crossmatch shall pay Purchaser an amount equal to the amount paid for the Software less an amount equal to the current depreciation of such Software (such depreciation amount calculated on a straight line basis over four years commencing on the Effective Date). The foregoing indemnity extends to Purchaser only and states the sole and exclusive liability and remedy of the parties hereto for patent infringement, and is in lieu of all warranties, express, implied, or statutory, in regard thereto.

17) Limitation of Liability. IN NO EVENT SHALL Crossmatch BE LIABLE TO PURCHASER FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION OR OTHER INCIDENTAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE, OR THE DELIVERY OF, OR FAILURE TO DELIVER, THE PRODUCT, EVEN IF Crossmatch HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE ENTIRE LIABILITY OF Crossmatch FOR ANY CLAIM OR CAUSE OF ACTION ARISING HEREUNDER (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT THAT IS THE SUBJECT OF SUCH CLAIM OR CAUSE OF ACTION. Except as to title, all such liability shall terminate upon the expiration of the original applicable warranty period.

18) Intellectual Property and Use Limitations. The sale of the Product to Purchaser does not convey to Purchaser any intellectual property rights in the Product or Software, including but not limited to any copyright, patent or trademark rights (except for any license rights granted hereunder). Further, the sale of the Products confers on Purchaser no license, express or implied, by estoppel or otherwise, under any patents of Crossmatch or others covering or relating to any other product or invention or any combination, machine, or process in which such Product might be used. All intellectual property rights in the Products and Software, any documentation therefore, and other materials supplied by Crossmatch, are owned by Crossmatch and are protected by United States copyright laws, other applicable copyright laws, and international treaty provisions.

19) Choice of Law and Forum. This Agreement shall be governed by and construed under the laws of the State of Florida, without reference to its conflict of laws provisions. All disputes arising hereunder shall be heard only by a Florida State court or U.S. District Court with competent jurisdiction in Palm Beach County, Florida.

20) Compliance with Laws. Each party to the Agreement shall comply with all applicable laws and regulations. Purchaser will not directly or indirectly export or re-export any Products or "technical data" furnished to Purchaser under this Agreement without obtaining appropriate authorizations from the U.S. Department of Commerce or other U.S. government agency and will otherwise comply with all U.S. export control laws applicable thereto.

21) Entire Agreement. These terms and conditions constitute the entire agreement between Crossmatch and Purchaser with respect to the sale and purchase of the Products and license of the Software and shall supersede all prior agreements, understandings and representations between Purchaser and Crossmatch, both written and oral, with respect to the subject matter hereof. No additions or modifications of this Agreement or any Exhibit hereto shall be effective unless made in writing and signed by the authorized representatives of Crossmatch and Purchaser. Crossmatch's delay or failure to enforce at any time any provision of this Agreement shall not constitute a waiver of Crossmatch's right thereafter to enforce each and every provision of the Agreement. If any of the provision(s) of this Agreement is determined to be invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

PURCHASER ACKNOWLEDGEMENT:

By: _____
 Name: _____
 Title: _____
 Date: _____



City of Cartersville

City Council Meeting
2/2/2017 7:00:00 PM
Center Road Erosion Control Plan

SubCategory:	Bid Award/Purchases
Department Name:	Gas Department
Department Summary Recommendation:	We have received a bid of \$3,500 for the design of Center Road Erosion Control Plan to cover our exposed line on Center Road. I recommend approval of this bid.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is not a budgeted item.
Legal:	This has been approved by the City Attorney's office.
Associated Information:	

Center Road Erosion Control Plans
City of Cartersville-Task Order 16-002

TASK ORDER NO. 16-002- COC

PURPOSE

This **Task Order** authorizes and directs the ENGINEER to proceed with assisting the OWNER by providing engineering and project management services regarding Center Road Erosion Control Plan for Corp of Engineers Submittal project.

THE PROJECT: The erosion control plans will be prepared in accordance with the EPD NPDES General Permit GAR 100001 for an infrastructure development. The plan will address all items outlined on the erosion control checklist, as the owner being the primary permittee. The plans will be submitted to the Army Corp of Engineers and City of Cartersville Public Works for review and approval.

ENGINEER'S SCOPE OF SERVICES

Task 1 – LIST SCOPE ITEMS

- Three Phase Erosion Control Plans
- Erosion Control Notes
- Erosion Control Vegetation Plan
- Erosion Control Details
- Storm Water Pollution Prevention Plan
- Sediment Storage Calculations
- Permitting Coordination

SCHEDULE

We anticipate the design timeline to be 2 weeks for the Erosion control plans.

COMPENSATION

As consideration for providing the services enumerated within this Task Order, the OWNER shall pay the ENGINEER in accordance with the GENERAL SERVICES AGREEMENT, Item B - Compensation. The method of compensation shall be standard Lump Sum, as follows:

A) Item (1) Erosion Control Plans for Corp Submittal \$3,500.00

Center Road Erosion Control Plans
City of Cartersville-Task Order 16-002

Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

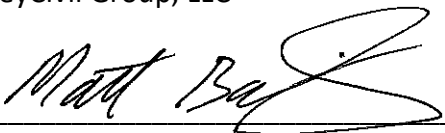
IN WITNESS WHEREOF, the parties hereto have executed this agreement on this, the _____ day of _____, 2016.

WITNESS:

By: _____

BaileyCivil Group, LLC

Title: _____

By:  _____

ATTEST:

Title: Owner

By: _____

CITY OF CARTERSVILLE:

Title: _____

By: _____

Title: _____



City of Cartersville

City Council Meeting
2/2/2017 7:00:00 PM
Fiber Optic Cable

SubCategory:	Bid Award/Purchases
Department Name:	Fiber
Department Summary Recommendation:	The Fiber Department needs to purchase some additional 60 count fiber cable that is used when we add new fiber customers or have to replace existing fiber cable. The cost of the 60 count fiber spool is \$13,617.12 and is part of inventory and will last for several years. Fiber Department also needs to purchase two spools of 12 count fiber at a total cost of \$10,259.04. This fiber cable is used on a more frequent basis and is needed as we have been adding additional customers to the fiber network. I recommend approval of the purchase of fiber cable from OFS.
City Manager's Remarks:	Your approval of this purchase is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

A quote has been entered by Adriana Rocha on behalf of [Jeremy Maxwell](#) and IS APPROVED.
 If you need to check the status of your quote, please login to the [OFS Sales Website](#).
 If you like this quote, you can place this quote as an order with us, otherwise you can create another quote.

Quote Summary

Quote #: 134240	Company: CITY OF CARTERSVILLE (101159)
Quote Date: 1/9/2017	Address: 1 NORTH ERWIN STREET
Expiration Date: 2/8/2017	CARTERSVILLE, Georgia 30120 USA
Payment Terms: NET 30 DAYS	Purchaser: Jeremy Maxwell
Freight: Freight PrePaid	Email: jmaxwell@cartersvillega.gov
Inco Terms: FOB	Project Name:
Inco Terms 2: ORIGIN	

#	Material #	Description	Price		Quantity	Total	
1	FP0-132-447-0270	AT-3BE27DT-060-CLCB AT-3BE27DT-060-CLCB_ Double Jkt PowerGuide ADSS Double PE Jkts, Dielectric Central Member ALLWAVE-SM-.35/.31/.25 db/km@1310/1385/1550 CABLE DIAMETER: 13.2mm (0.511 in.) Lead Time: 4-6 WKS Variation Notes: Cable print: CITY OF CARTERSVILLE	\$0.5158	1 FT	26400 FT Min. Qty 3281 FT	\$13,617.12	
3	C00-000-427-0259	AT-5BE8T7X-012 AT-5BE8T7X-012_ MINI LT-2.0MM PBT TUBE ALLWAVE FLEX_.35/.31/.25 DB/KM @1310/1385/1550NM Lead Time: 10-12 WKS Variation Notes: Cable print: CITY OF CARTERSVILLE	\$0.1943	1 FT	52800 FT Min. Qty 4003 FT	\$10,259.04	
						Total:	\$23,876.16 USD

Notes: AT-3BE27DT-060-CLCB – Max on 54” reel 9665 ft AT-3BE27DT-144-CLCB – Max on 54” reel 4135 ft

Orders placed outside the EZAccess web portal require a Minimum Order Value of \$500.00.

Orders placed inside the EZAccess web portal require a Minimum Order Value of \$100.00.

Stock products are subject to sale without prior notification.

Quoted lead times are estimates and subject to plant loading at the time of order placement.

Representative
Adriana Rocha

Email
arocho@ofsoptics.com

Phone #
770-836-7666
Attachment number 1 \nP



City of Cartersville

City Council Meeting
2/2/2017 7:00:00 PM
Install Access Control at Public Works

SubCategory:	Bid Award/Purchases
Department Name:	Fiber
Department Summary Recommendation:	As part of the review of security access at the Public Works Department, it was determined that additional access control was needed on several doors and the cost of materials, supplies and labor to install these devices is \$5,224.96 from Telenet Systems. The purchase and installation of these new security access devices is recommended for your approval.
City Manager's Remarks:	Your approval of this purchase is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

TELENET SYSTEMS

P.O. BOX 2573
CARTERSVILLE, GA 30120
PHONE: 770-606-9700

Invoice

DATE	INVOICE #
1/3/2017	37517

BILL TO
CITY OF CARTERSVILLE ***EMAIL ONLY***

SHIP TO
PUBLIC WORKS

P.O. NUMBER	TERMS	REP	SHIP	F.O.B.	FILE #
	Net 30	JLJ	12/21/2016		

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
1	1042 PKG	DSX-1042PKG INTELLIGENT 2 DOOR PACKAGE	1,260.00	1,260.00T
1	1042 CONTROLL...	DSX 1042 TWO DOOR INTELLIGENT I/O CONTROLLER	789.60	789.60T
1	LAN MODULE	DSX-LAN Auto-sensing 10/100BaseT communications interface for DSX Controllers powered from DSX Controller with 12VDC at 300ma.	252.00	252.00T
2	RJ45 CONN	AMP 5-554720-3 RJ45 CAT 5 8 COND. MODULAR CRIMP ON CONNECTOR	0.75	1.50T
1	6 OUTLET	DTK-6F 6 OUTLET SURGE PROTECTOR	18.26	18.26T
2	12V 7AMP	IM-1270 12V 7 AMP HOUR BATTERY	25.10	50.20T
1	150/27 POWER S...	DSX-SP150/27 POWER SUPPLY	131.88	131.88T
1	600 LB MAGLO...	AC-600S 600 LB AC-600S MAGLOCK	165.33	165.33T
1	MINI-PROX	DSX ID-MP5365 HID MINI PROX CARD READER	185.31	185.31T
2	MT15 READER	MT15 MULTI-TECH READER	200.00	400.00T
2	RTE PIR	REQUEST TO EXIT PIR , WHITE	93.00	186.00T
1	RTE BUTTON	ILLUMN.RQST.TO EXIT STA , SS/SG	52.88	52.88T
1	EQUIPMENT	CONDUIT AND HARDWARE	180.00	180.00T
1	2M LABOR	1.INSTALL ACCESS CONTROL ON 3 DOORS	1,552.00	1,552.00
Total				\$5,224.96

Now accepting Visa, Mastercard, and American Express.



City of Cartersville

City Council Meeting
2/2/2017 7:00:00 PM
Vehicle Repair

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	A city vehicle was involved in an accident and the cost to repair the vehicle by Matthews Garage is \$5,365.32. The city's insurance company will reimburse the repair costs less our \$1,000 deductible. I recommend approval of this vehicle repair.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Attachment number 1 in 1 page
Date: 12/ 5/2016 02:58 PM
Estimate ID: 2118
Estimate Version: 0
Preliminary
Profile ID: Matthews Garage, Inc

Matthews Garage, Inc.

18 Pinson Drive, Cartersville, GA 30120
(770) 607-6069
Fax: (770) 382-0842

Damage Assessed By: Rodney Garrison
Classification: None

Deductible: UNKNOWN

Owner: City of Cartersville Water Dept # 818

Mitchell Service: 910839

Description: 2013 Ford Pickup F150 XL
Body Style: 4D PkUpXCb 7' Bed 145" WB
VIN: 1FTFX1EF9DKF37873

Drive Train: 5.0L Inj 8 Cyl 4WD

OEM/ALT: A

Search Code: 8821661

Options: PASSENGER AIRBAG, POWER STEERING, AIR CONDITION, TILT STEERING COLUMN
AM/FM STEREO, DRIVER AIRBAG, FRONT SIDE AIRBAG WITH HEAD PROTECTION
ANTI-LOCK BRAKE SYS., TRACTION CONTROL, TIRE INFLATION/PRESSURE MONITOR
4WD OR AWD, VINYL SEAT, 4 WHEEL DRIVE, SIDE AIRBAGS
SECOND ROW SIDE AIRBAG WITH HEAD PROTECTION, ELECTRONIC STABILITY CONTROL

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
1	000553	BDY	REMOVE/INSTALL	L Front Combination Lamp			0.3
2	009811	BDY	REPAIR	L Fender Panel (HSS)	Existing		3.0* #
3	AUTO	REF	REFINISH	L Fender Outside			C 2.2
4	001065	BDY	REMOVE/INSTALL	L Fender Adhesive Nameplate	Existing		0.2 r
5	000970	BDY	REMOVE/REPLACE	L Frt Door Shell	AL3Z 1820125 C	1,020.52	5.0 #
6	AUTO	REF	REFINISH	L Frt Door Outside			C 2.0
7	AUTO	REF	REFINISH	L Frt Add For Jambs & Interior			C 1.0
8	005324	BDY	REMOVE/REPLACE	L Frt Door Rear View Mirror	BL3Z 17683 FAPTM	865.70	INC #
9	AUTO	BDY	REMOVE/INSTALL	L Frt Door Trim Panel			INC
10	001236	BDY	REMOVE/REPLACE	L Rear Door Shell	AL3Z 1824631 A	905.13	4.3
11	AUTO	REF	REFINISH	L Rear Door Outside			C 1.7
12	AUTO	REF	REFINISH	L Rear Add For Jambs & Interior			C 1.0
13	001342	BDY	REPAIR	L Pickup Bed Side Panel	Existing		10.0* #
14	AUTO	REF	REFINISH	L Bed Side Panel Outside			C 3.0
15	000863	BDY	REMOVE/REPLACE	L Pickup Bed Decal	9L3Z 9925622 EB	44.38	0.2 #
16	000008	BDY	REMOVE/INSTALL	Tailgate Assembly			0.2
17	000014	BDY	REMOVE/INSTALL	L Rear Combination Lamp			0.2
18	000024	BDY	REMOVE/INSTALL	Rear Bumper Assy			0.6
19	AUTO	REF	ADD'L OPR	Clear Coat			2.6*
20	933003	REF	ADD'L OPR	Tint Color			0.5*
21	933018	REF	ADD'L OPR	Mask For Overspray			5.00 *
22	AUTO		ADD'L COST	Paint/Materials		420.00 *	
23	AUTO		ADD'L COST	Shop Materials		26.00 *	
24	AUTO		ADD'L COST	Hazardous Waste Disposal		5.00 *	

ESTIMATE RECALL NUMBER: 12/05/2016 14:35:55 2118

Mitchell Data Version: OEM: SEP_16_V

MAPP: SEP_16_V

Software Version: 7.1.208

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* - Judgment Item
- Labor Note Applies
C - Included in Clear Coat Calc
r - CEG R&R Time Used For This Labor Operation

Estimate Totals

I. Labor Subtotals						II. Part Replacement Summary			
	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals				Amount
Body	24.0	44.00	0.00	0.00	1,056.00	Taxable Parts			2,835.73
Refinish	14.3	44.00	5.00	0.00	634.20	Sales Tax	@	7.000%	198.50
Non-Taxable Labor					1,690.20	Total Replacement Parts Amount			3,034.23
Labor Summary	38.3				1,690.20				
III. Additional Costs						IV. Adjustments			
Taxable Costs					Amount				
Sales Tax					446.00	Customer Responsibility			
					31.22				
Non-Taxable Costs					5.00				
Total Additional Costs					482.22				
Paint Material Method: Rates									
Init Rate = 30.00 , Init Max Hours = 99.9, Addl Rate = 0.00									
						I. Total Labor:			1,690.20
						II. Total Replacement Parts:			3,034.23
						III. Total Additional Costs:			482.22
						Gross Total:			5,206.65
						IV. Total Adjustments:			0.00
						Net Total:			5,206.65

This is a preliminary estimate.
Additional changes to the estimate may be required for the actual repair.



City of Cartersville

City Council Meeting

2/2/2017 7:00:00 PM

Mission Road Sewer Replacement – Phase III / IV

SubCategory:	Engineering Services
Department Name:	Water Department
Department Summary Recommendation:	A request for proposal was made to Rindt-McDuff and Associates (RMA) for design of Phase III / IV of the Mission Road Sewer Replacement Project. This phase of work would replace approximately 4,000 feet of 10-inch and 15-inch clay pipe that is shown on the 1916 "Poindexter Map". This map is one of the oldest records of sewer line locations that we have and details the location of facilities that are all 100 years old or older. RMA was selected because they were the design engineers for Mission Road Sewer Replacement Phase II which was authorized by Council on 10/15/2015. Because these projects are contiguous, it is most efficient for them to be designed by the same firm. RMA has proposed the following fee to complete all engineering work through construction administration and oversight: Design \$69,935.00 Construction Oversight \$50,810.00 Engineering Allowance \$10,000.00 Survey Allowance \$7,500.00 <u>Geotech / Material Testing Allowance \$10,000.00</u> Total: \$148,245.00 This will complete the Mission Road Sewer Replacement that began in 2013. In total (all phases) the project will replace 6,500 feet of +/- 100 year old sewer main. I recommend your approval of the bid from RMA as detailed above for design, bid and construction oversight. This will be paid from account 505.3320.54.1331 – Mission Road Sewer Replacement
City Manager's Remarks:	Your approval of this agreement is recommended. Cover Memo Item # 11

Financial/Budget Certification:	This will be paid from account 505.3320.54.1331 Mission Road Sewer Replacement
Legal:	
Associated Information:	



Rindt-McDuff Associates, Inc.
Engineering and Environmental Consulting



**TASK WORK ORDER
TO
GENERAL ENGINEERING SERVICES AGREEMENT
WITH RINDT-McDUFF ASSOCIATES, INC.**

MISSION ROAD GRAVITY SEWER REPLACEMENT – PHASE III

This Work Order is made and entered into this ____ day of _____, 2017 by and between RINDT-McDUFF ASSOCIATES, INC. (the “Engineer”) and the City of Cartersville, Georgia (the “CLIENT”).

For and in consideration of the mutual covenants, promises, and agreements set forth in the General Consulting Services Agreement, the parties hereto do execute this Work Order, which shall be incorporated into and become a part of said General Engineering Services Agreement between the parties dated 18 September 2015.

BACKGROUND

Rindt-McDuff Associates, Inc. sincerely appreciates the opportunity to submit this Task Work Order to the City of Cartersville Water Department. The engineering services we are proposing herein incorporate Phase III of the sanitary sewer rehabilitation effort of the Mission Road Corridor Gravity Sewer. Phase III is located from the termination point of the Phase II project (intersection of Lee Street and Herring Street), continues through a wooded area towards Knight Street, and then continues along Beauregard Street, Jackson Street, and Mission Road. The intent of this project is to complete the design of a sewer trunk line along the Mission Road corridor and connect with the interceptor near the railroad tracks. The project also includes determining as-built conditions of a targeted area of customers between Mission Road and Granger Drive and a section of Brookland Drive for the purpose of identifying any additional sewer needs.

Our effort will include production of construction contract documents and construction administration. The project totals approximately 4,000-linear feet of 12-inch gravity sewer, including individual service and lateral sewer connections and all related appurtenances for a complete sewer rehabilitation project.

SCOPE OF WORK

RMA proposes to perform necessary reconnaissance and data collection, and then outline the requirements for a field run survey of the existing sanitary sewer system within the target area (to be completed by a local sub-consultant). We anticipate the survey will include a center-line profile of the existing grades and surface profile, manhole depths and locations, verification of existing pipe sizes and materials, and relevant property/right-of-way information. Rindt-McDuff will recommend the proposed vertical and horizontal alignments, review and confirm with CWD, and produce the required construction documents. The scope of services will include all engineering and design services for permitting, easement drawings, and construction documents which comply with all relevant Federal, state, and local laws and requirements. Rindt-McDuff will also provide construction management and part time inspection services (to supplement the full-time inspection being conducted by the Water Department).

In order to achieve the project intent described herein, Rindt-McDuff's proposed scope of services is outlined as follows:

1. Database Development and Study Area Review

- Coordinate with Owner to determine project specific needs and desired alignments;
- Perform a field inspection of the study area to locate and identify all pertinent existing features;
- Call locates as needed to confirm utility locations;
- Coordinate with Railroad for design considerations;
- Utilize GIS base mapping (provided by the Water Department) and survey product to set up a plan and profile model in AutoCAD Civil 3D.

2. Survey (by Sub-consultant)

- Rindt-McDuff will retain the services of a land surveyor registered in the state of Georgia, preferably a local Cartersville business;
- The survey for this phase will supplement previous survey efforts along the target corridor;
- The survey will extend beyond the Mission Road corridor as shown in the attached survey scope map to determine sewer system as-built conditions;
- The survey will establish a basis of design for the proposed sewers by establishing the best alignments and grades of the sewers taking into consideration surface and anticipated subsurface conditions, as well as environmental conditions encountered. The field surveying will include establishing horizontal and vertical controls, and gathering sufficient planimetric data to appropriately design the horizontal alignment and vertical profile of the proposed sewer. Data collection will involve the identification and location of other utilities and aboveground and underground features that may be impacted by construction activities.
- CSXT Right of Entry permit fees are excluded from the survey fee. If CSXT determines this fee is required, it will be paid out of the Survey Allowance Item;
- Easement drawings (assume 2 required);

3. Engineering/Design Services

- Coordinate with the Water Department to identify failing and problem areas within the project area, and determine the best course of rehabilitation, including preliminary engineering / alternative analysis of alignments, methods, and materials;
- Perform engineering design services implementing Water Department design standards, specifications, and guidelines in each phase of the design, as applicable;
- Attend a meeting with Water Department personnel to review preliminary layout, and then proceed with the final design;
- Prepare required construction documents (plan and profile);
- Facilitate preparation of easement drawings as needed (coordinate with RLS);
- Develop Erosion and Sediment Control Plan;
- Prepare construction cost estimate.

4. Permitting Services

- Obtain any needed State, railroad, and/or local permits (all permit fees excluded, to be paid by CWD);
- Submit plans through city or county plan review;
- Environmental Protection Division, Georgia Department of Natural Resources, for vegetative stream buffer encroachment, if a variance is necessary (not anticipated);
- Utility crossings and encroachments (including gas, power, cable, electric, etc.), as necessary;
- Army Corps of Engineers permitting is not anticipated.

5. Specification Development

- Prepare and assemble contract documents and technical specifications to describe all elements of the work to be done;
- Incorporate any standard Cartersville Water Department bidding and contract requirements and specifications in the documents as appropriate;
- Prepare technical specifications in the Construction Standards Institute (CSI) format.

6. Easement Acquisition

- Facilitate Water Department with easement acquisition, as necessary;

7. Bid Phase Services

- Facilitate bid advertisement;
- Distribute plans and specifications to bidders;
- Respond to inquiries and issue addenda if necessary;
- Evaluate bids received, and provide a written recommendation of award;
- Prepare conformed drawings, incorporating all changes made by addenda during the advertisement period and provide drawings in paper form and in digital form, as both a .pdf file and a CADD file, compatible with Water Department formats.

8. Construction Phase Services/Periodic Inspection/Record Drawing Submittals

- Administer pre-construction conference with successful bidder;
- Provide construction management services, including review of shop drawing submittals; contractor pay requests, and change order requests;
- Provide part time construction inspection services, as required, to supplement the full time inspection that will be completed by CWD;
- Provide Record Drawing and attribute data for transfer to Water Department GIS.

COMPENSATION & INVOICING

Rindt-McDuff proposes to complete the scope of services described herein based on the following compensation schedule:

Phase III		
(Herring St. to Mission Rd RR crossing)		
Item No.	Item	Fee
1	Database Development and Study Area Review	\$ 9,000
2a	Survey	\$ 19,735
2b	Pre-Construction Staking (sub-consultant)	\$ -
2c	Easement Drawings (2 @ \$350 ea.)	\$ 700
3	Engineering/Design Services	\$ 25,000
4	Permitting Services	\$ 5,500
5	Specification Development	\$ 5,000
6	Facilitate Easement Acquisition	\$ 1,000
7	Bid Phase Services	\$ 4,000
Design Phase Subtotal (Fixed Fee)		\$ 69,935
8	Construction Phase Services	
	Construction Administration (24 weeks of construction)	\$ 24,960
	Construction Inspections (10 hrs/week for 24 weeks)	\$ 24,000
	Construction phase expenses/mileage (est.)	\$ 1,850
Construction Phase Subtotal (Hourly Rates)		\$ 50,810
Base Fee for Design and Construction Admin:		\$ 120,745
A-1	Engineering Allowance for Additional Sewer Service Areas	\$ 10,000
A-2	Allowance for Additional Survey	\$ 7,500
A-3	Allowance for Geotech & Construction Materials Testing	\$ 10,000
Project Total Fee Including Allowances:		\$ 148,245

Invoices will contain a description of services provided during the invoicing period. Invoicing will occur on a monthly basis as follows:

Design phase work (Items 1 – 7) will be considered a Fixed Fee effort, and will be invoiced on a percent complete basis. Our costs for all anticipated design phase project expenses (mileage, printing, etc.) are included in the fixed fee schedule (exception: permit fees).

Construction phase work (Item 8) will be considered Hourly work. Labor and construction phase project expenses (mileage, etc.) will be invoiced based on the hourly rates schedule included as Attachment “A”

in our General Engineering Services Agreement. The Owner shall have the ability to amend the amount of hours of construction inspections based on project needs at the time of construction.

Allowance Items are included in this Task Work Order for use only upon Client's instruction. Potential Allowance Items identified in this proposal include additional survey/easement needs, sewer design for segments beyond the target corridor that are identified by the Owner during design or construction, and geotechnical engineering/construction materials testing. At closeout of this Task Work Order, all funds remaining in Allowance item(s) will be retained by the Owner.

SCHEDULE

The project tasks will begin immediately upon our notice to proceed. We anticipate the following Project Schedule:

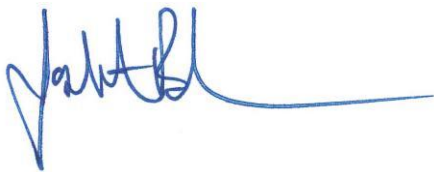
- Preliminary Design Meeting – 60 Calendar Days after NTP
- Final Submittal – 75 Calendar Days after NTP

Please note that the above dates are based on a presumed delivery time of 4 weeks from a notice to proceed for the field survey deliverables (by sub-consultant). If the survey is delayed, the work product will be delayed the same.

Thank you for your review of this Task Work Order proposal. We welcome the opportunity to discuss this project further with the Cartersville Water Department. If you have any questions concerning this proposal or would like to discuss this matter in greater detail, please call. We look forward to working together.

Sincerely,

RINDT-MCDUFF ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'Joshua A. Becker', with a long horizontal flourish extending to the right.

Joshua A. Becker, PE
Project Manager – Municipal Services

Attachment: Surveyor Proposal

TASK WORK ORDER ACCEPTED:

City of Cartersville

Signature

Matthew J. Santini

Print Name

Mayor – City of Cartersville

Title

Date

WITNESS:

Signature

Connie Keeling

Print Name

City Clerk

Title

Date

Cartersville Water Department
Task Work Order - Mission Rd Sewer Ph. 3
Page 7 of 7

ATTACHMENTS

DANIEL BAKER, PC
LAND SURVEYORS

Post Office Box 2047 ~ 199 South Erwin Street , Cartersville , Georgia 30120
 Telephone (770) 382-5969 Facsimile (770) 382-1189

State of Georgia, Bartow County

November 15, 2016

This Agreement for Professional Services is made by and between
Daniel T. Baker LS PC (the Surveyor), and

Rindt-McDuff Associates Inc. (the Client).
 334 Cherokee St NE
 Marietta, Georgia 30060

Mr. Joshua Becker, PE

(770) 427-8123

Survey Proposal: Mission Rd. Sanitary Sewer Replacement Ph. III
 City of Cartersville, Ga.

Scope of Services:

Provide field-run planimetric and topographic survey work and create a topographic base file (AutoCAD Civil 3D) for use in the project engineering, design, permitting, and contract document preparation, including:

1. Location of property corners adjacent to or within the survey area;
2. Location of all water system features, including valves, hydrants, meters, etc.;
3. Location and elevations of all stormwater and drainage features (catch basins, junction boxes, drop inlets, ditches, weirs, lakes, storm structure top & invert elevations, culvert size and material, and connections). Include elevations and data for all storm pipe crossings that extend outside of the designated project area; (Note: much of this effort has already been completed in the as-built survey. Note the additional areas. We will help coordinate with the City to expose the features you were unable to shoot previously);
4. Location and elevations of all sanitary sewer features. Include manhole rim and invert elevations, manhole inside riser diameter and type (brick, concrete, etc.), sewer pipe size and material, and locate all service cleanouts (discovery and coordination with property owner may be necessary). Include elevations and data for all sewer feature crossings that extend outside of the designated project area (i.e., for each sewer line within the project area, obtain the manhole and pipe data for the next adjacent upstream and downstream manholes that extend beyond the survey area); (Note: much of this effort has already been completed in the a-built survey. Note the additional project areas);
5. Location and type of all other at-or-above-grade utilities, including poles, towers, transformers, substations, vaults, and other surface-evident facilities;

Mission Rd. Sanitary Sewer Replacement Ph. III

2016-11-15

6. Location of underground utilities based on information provided by utility owner and verified by a utility locate company (ASCE 38-02 Quality Level B SUE standards);
7. Notate properties with irrigation systems;
8. Bench marks shall be established a minimum of every 1,000 feet throughout the project. Locations shall be in areas that will not be disturbed during construction;
9. Topographic survey of the corridor with shot density sufficient for one foot contour intervals;
10. Label road names and property owners;
11. Establish location of property lines and rights-of-way sufficient for the preparation of easement plats, to include railroad and GDOT properties sufficient for permitting purposes;
12. Location of roadway features including edge of pavement, curb and gutter, striping, signage, and roadway centerline;
13. Location of all permanent structures within the survey area to include buildings, roadways, bridges, walls, curbs, parking lots, structures, etc.
14. Indicate FFE of all buildings currently being served by the target sewer system within the corridor;
15. Location of large diameter trees (> 12-inches) and type (e.g. pine, oak, etc.);
16. Location of all other obstacles along route to include fences, trailers, structural walls, sheds, poles, guy wires, signs, mailboxes, landscape features, edges of wooded areas, etc.;
17. Location and type of driveways and sidewalks;
18. Location of streams and creeks, indicate the bottom/top of banks with wrested vegetation limits;
19. Provide survey on appropriate Georgia State plane coordinates and bearing the seal of a Georgia Registered Land Surveyor;
20. Provide digital photo documentation of each sanitary sewer manhole during survey, clearly mark for proper location and orientation;
21. Deliverable shall include survey points either in table format or an ASCII text file.

The Surveyor will engage an independent Utility Location Contractor to provide a Level B Underground Utility Location Report and markings per ASCE 38-02. Water, Gas, Electric and other buried utilities will be mapped according to the markings placed by the Contractor.

Note: Depth, Pressure, and Voltage of underground utilities is not included in this specification. The Client acknowledges that only visible evidence of underground utilities that can be located utilizing standard underground detection techniques will be marked.

Mission Rd. Sanitary Sewer Replacement Ph. III

2016-11-15

The location of existing sanitary sewer and storm drain pipes will be based upon the location of visible, above ground structures. Pipe diameters and materials will be reported as visibility at manholes or other above-ground points of access permit. The stations of Sanitary Sewer Service Lateral junctions is beyond the scope of this Survey.

The Surveyor will interview homeowners to discover sanitary sewer service line locations. At-grade cleanouts will be mapped to scale.

Utilities not observed or located utilizing these techniques may exist on this site but may not be shown and may be discovered upon excavation. The Surveyor's location of Utilities, both above and below ground shall be for the purpose of design only. Separate and independent investigation and marking of utilities will be required prior to excavation.

Easement Surveys and Legal Descriptions will be provided on an as-needed basis, and will be billed separately and in addition to this agreement.

CSX Railroad Right-of-Entry application and fees are not included in this proposal.

Deliverables:

Six (6) certified paper copies of the Final Survey;
One (1) non-certified copy in Adobe ".pdf" format;
One (1) non-certified copy in AutoCAD ".dwg" format.
One (1) Survey points in ASCII .txt format

Mission Rd. Sanitary Sewer Replacement Ph. III

2016-11-15

Fee Schedule:

Topographic Survey: \$ 23,750.00 (Twenty-Three Thousand, Seven Hundred, Fifty)

Utility Location: \$ 2,985.00 (Two Thousand, Nine Hundred, Eighty-Five)

Total: \$ 26,735.00 (Twenty-Six Thousand, Seven Hundred, Thirty-Five)

Credit \$ -7,000.00 (Seven Thousand) for work to-date

Revised Total **\$ 19,735.00** (Nineteen Thousand, Seven Hundred, Thirty-Five)

Terms: Net 30

Services beyond the Scope outlined above will be billed at the following rates:

Easement Surveys: \$ 350.00 / each

Principal \$ 150.00 / hr.

Survey Crew \$ 150.00 / hr.

Professional Land Surveyor \$ 125.00 / hr.

Survey Technician / Drafting: \$ 85.00 / hr.

Time for completion: 35 fair-weather business days following Notice to Proceed

Offered by:

Accepted by:

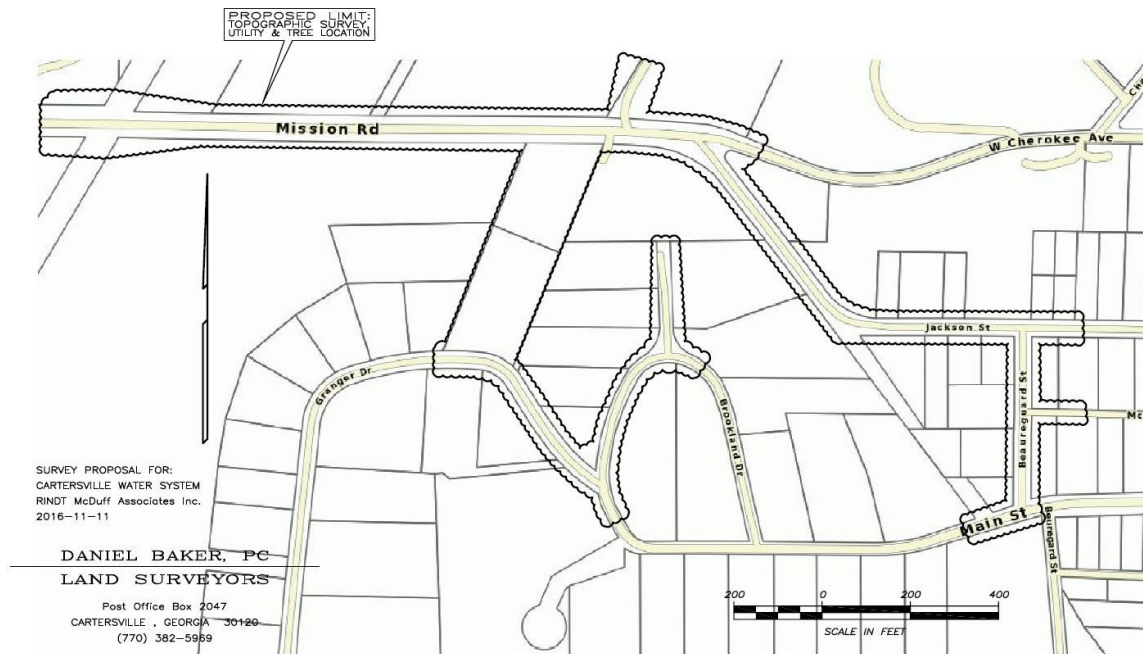
Daniel T. Baker LS, for:
Daniel T. Baker LS PC

Joshua Becker, PE, for:
Rindt-McDuff Assoc. Inc.

Mission Rd. Sanitary Sewer Replacement Ph. III

2016-11-15

Exhibit "A"



Mission Road Sewer Replacement





City of Cartersville

City Council Meeting
2/2/2017 7:00:00 PM
Review and Approval of 2017 Goals

SubCategory:	Other
Department Name:	Administration
Department Summary Recommendation:	Attached are the goals that were developed by City Council with assistance of Catherine Bennett City and staff on Jan. 20 -21, 2017. The goals are a prioritized list, top to bottom, of what the group feels are important to the City in the short term, 1-2 years. In order to begin work on these staff needs the 'go ahead' from Council that these are what you feel are important goals in the year ahead. Please tweak and approve as you see fit so that we can get busy on them.
City Manager's Remarks:	I'd like to extend my thanks for Council and staff for your hard work on these items and of course thanks to Catherine for her capable guidance again this year. Your approval of the attached list is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

2017 Goals	Target	Department	Lead Person
	Completion Date		
1. Automated Metering Infrastructure (\$7-8 M)	2018-2022	Water, Electric, Gas	City Admin, Dan
2. Review personnel wage, benefit, and incentive program to make sure we are competitive in employee recruitment and retention.	1/18	HR	Dwight Hale
3. Water Infrastructure (\$90 M)	2027	Water, Admin, Council	Bob
4. Have all Hotels and Motels within the city in compliance with all state and local ordinances	12/17	Multi-Department Task Force	Keith
5. Identify redevelopment opportunities for blighted properties and Land Bank (\$TBD)	Ongoing	Planning and Development	Randy and David
6. SPLOST	2017		Sam, Mayor and Council
7. Review Development Regulations, Sign, Building Code, Alcohol, Zoning –Specific to construction of new business (\$ time to review)	Ongoing	All	DH Council
8. Aesthetics (\$1-2M) Corridor, Welcome to Cartersville, 113 entrance, downtown and 75 bridge	1/22	Admin, PD, Public Works, DDA, CVB	Dan, Randy, Tommy, Lillie
9. TSPLOST Exploration	Ongoing	Public Works: Projects	Jayce and Council, Tommy, County
10. Cost out the amount it will cost to run Fiber to Highland 75 (\$200K)	12/17	Fiber	Dan, Steven