



Regular Meeting 7:00 PM

- 1. Call to Order**
- 2. Invocation and Pledge**
- 3. Recognition of Visitors and Comments**
- 4. Minutes Approval**
 - A. Monday, August 01, 2016 Regular Meeting
- 5. Consent Agenda**
 - A. Install Lights at Courtyard Fountain
 - B. Compliance Order - Pumpkinvine Creek
 - C. Admin Review & Approval on School Parades
 - D. Surplus 2007 Ford F450
 - E. Purchase 2017 Ford F450 4X4 Sewer/WWTP
 - F. Temsco, Inc. Maintenance Agreement - WWTP
 - G. Dallas Battlefield Trail Phase 2 PI#0012885
 - H. City of Dallas Police Department Building Demolition
 - I. Confederate Avenue Streetscape Phase II
- 6. Old Business**
 - A. Second Read: Ord Amd OA-2016-06 Chapter 36 Taxation
 - B. Second Read: Ord Amd OA-2016-05 Chapter 10 Businesses
- 7. New Business**
 - A. Friends Walk for Life - 10/22/16 (Annual Request)

B. Consideration of Ord Amd OA-2016-07

8. Additional Items/Comments

9. Adjournment

MINUTES
Monday, August 1, 2016
Dallas City Hall



Dallas City Council

129 East Memorial Drive
Dallas, GA 30132
<http://www.cityofdallasga.com>

Tina Clark
770-443-8110 x.1209

Regular Meeting 7:00 PM

1. Call to Order

Staff Members Present: City Manager- Kendall Smith; City Clerk- Tina Clark; City Attorney- Glen Stinson; Police Chief- Scott Halter; Chief Marshal- Michael Hester

Attendee Name	Title	Status	Arrived
Boyd Austin Jr.	Mayor	Present	
James Kelly	Mayor Pro-Tem	Present	
Griffin White	Councilmember	Absent	
Nancy Arnold	Councilmember	Present	
Mike Cason	Councilmember	Present	
James R Henson	Councilmember	Present	
Christopher B. Carter	Councilmember	Present	

2. Invocation and Pledge

Councilman Kelly led the invocation and pledge.

3. Recognition of Visitors and Comments

None

4. Minutes Approval

A. Motion to approve Minutes of Jul 11, 2016 7:00 PM.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Kelly, Mayor Pro-Tem
SECONDER:	Christopher B. Carter, Councilmember
AYES:	Kelly, Arnold, Cason, Henson, Carter

Minutes Acceptance: Minutes of Aug 1, 2016 7:00 PM (Minutes Approval)

5. Consent Agenda

- 1.) Yancey Power System Service Agreement for generators, in the amount of \$29,941 to be paid from water/sewer budget.
- 2.) Dallas Battlefield Trail Contract Amendment with Keck & Wood, Inc, in the amount of \$25K to be paid from SPLOST.
- 3.) Purchase 2016/2017 Ford F150 4X4 from Hardy Family Ford, in the amount of \$28,978 to be paid from SPLOST.
- 4.) Surplus 2009 Crown Victoria Vin#2FAHP71V09X103036.
- 5.) Surplus 2010 Crown Victoria Vin#2FABP7BV5AX113764.
- 6.) Purchase two 2016 Ford Explorer SUV's, at the state contracted price of \$26,278 each to be paid from SPLOST.

A. Motion to approve Consent Agenda.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Mike Cason, Councilmember
SECONDER:	James R Henson, Councilmember
AYES:	Kelly, Arnold, Cason, Henson, Carter

6. Old Business

None

7. New Business

A. FIRST READ: Ord Amd OA-2016-06 Chapter 36 Taxation

Housekeeping for state law

RESULT:	FIRST READ; NO VOTE	Next: 8/29/2016 7:00 PM
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B. Motion to approve Resolution 2016-12 Moratorium on Occupational License Thrift/Consignment/Resale Business.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Mike Cason, Councilmember
SECONDER:	Nancy Arnold, Councilmember
AYES:	Kelly, Arnold, Cason, Henson, Carter

Minutes Acceptance: Minutes of Aug 1, 2016 7:00 PM (Minutes Approval)

90 day extension

8. Additional Items/Comments

No action was taken on the Sam's Used Appliance request.

9. Adjournment

1. Motion to adjourn.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Kelly, Mayor Pro-Tem
SECONDER:	Mike Cason, Councilmember
AYES:	Kelly, Arnold, Cason, Henson, Carter

Mayor- Boyd L. Austin

Date

City Clerk - Tina Clark

Date

Minutes Acceptance: Minutes of Aug 1, 2016 7:00 PM (Minutes Approval)



Dallas City Council

129 East Memorial Drive, Dallas, GA 30132

DRAFT

TO: City Council

From: City Hall, Kendall Smith

Meeting: August 29,2016 07:00 PM

Install Lights at Courtyard Fountain

Summary:

Request approval 12,067.00 parts/ \$3,000 labor

Recommendation:

Financial Impact:

Review:

Kendall Smith Pending

Dallas City Council Pending 08/29/2016 7:00 PM



Dallas City Council

129 East Memorial Drive, Dallas, GA 30132

DRAFT

TO: City Council

From: City Hall, Kendall Smith

Meeting: August 29, 2016 07:00 PM

Compliance Order - Pumpkinvine Creek

Summary:

Unpermitted discharge

Recommendation:

Financial Impact:

Review:

Kendall Smith Completed 08/29/2016 12:50 PM

Dallas City Council Pending 08/29/2016 7:00 PM

Dallas City Council Pending 08/29/2016 5:00 PM

Dallas City Council Skipped 08/29/2016 5:00 PM

duplicate



Dallas City Council

129 East Memorial Drive, Dallas, GA 30132

REPORT

TO: City Council

From: City Hall, Kendall Smith

Meeting: August 29, 2016 07:00 PM

Admin Review & Approval on School Parades

Summary:

Request administrative review and approval



Dallas City Council

129 East Memorial Drive, Dallas, GA 30132

DRAFT

TO: City Council

From: City Hall, Kendall Smith

Meeting: August 29,2016 07:00 PM

Surplus 2007 Ford F450

Summary:

VIN to be supplied

Recommendation:

Financial Impact:

Review:

Kendall Smith Completed 08/29/2016 6:59 PM

Dallas City Council Pending 08/29/2016 7:00 PM



Dallas City Council

129 East Memorial Drive, Dallas, GA 30132

DRAFT

TO: City Council

From: Public Works, Brandon Rakestraw

Meeting: August 29, 2016 07:00 PM

Purchase 2017 Ford F450 4X4 Sewer/WWTP

Summary:

Request approval to purchase one 2017 Ford F450 4x4 Reg Cab 169" WD from Hardy Ford at a cost of \$40,610.00.

This vehicle is being purchased for sewer/WWTP

This vehicle will replace a 2007 Ford F450 that's in service at the WWTP.

Recommendation:

Financial Impact:

Review:

Kendall Smith Completed 08/18/2016 2:36 PM

Dallas City Council Pending 08/29/2016 5:00 PM

Dallas City Council Pending 08/29/2016 7:00 PM



Dallas City Council

129 East Memorial Drive, Dallas, GA 30132

DRAFT

TO: City Council

From: Public Works, Brandon Rakestraw

Meeting: August 29, 2016 07:00 PM

Temsco, Inc. Maintenance Agreement - WWTP

Summary:

Requesting approval to award Temsco, Inc. a maintenance agreement regarding the City's Trojan UV equipment located at the WWTP in the amount of \$4,104.00.

Recommendation:

Financial Impact:

Review:

Kendall Smith Completed 08/18/2016 2:18 PM

Dallas City Council Pending 08/29/2016 5:00 PM

Dallas City Council Pending 08/29/2016 7:00 PM

Maintenance Agreement

TEMSCO, Inc., as Authorized Service Provider for Trojan UV, agrees to provide maintenance service on the Trojan 3000 PLUS installed at the Dallas WWTP. Basic Maintenance agreement includes 4 visits annually. Term of agreement is October 1, 2016 – September 30, 2017. All charges specified are those currently in effect and are subject to change only at the time of subsequent annual renewal. If charges are increased, the customer may, as of the effective date of the said increase, terminate this agreement by written notice to TEMSCO, Inc. Otherwise, the new charges shall become effective upon the date specified in the renewal invoice.

This agreement is limited to the equipment specified herein and the services referenced below. Any additional equipment or services will be negotiated as required. TEMSCO, Inc. will perform specified service during normal business hours. The owner will be required to insure any equipment downtime that is required to perform said maintenance/service is scheduled accordingly. The owner is also responsible for providing a clean, safe, well-lit working environment.

The specific equipment included in this agreement is 3000 PLUS.
Serial # 511934
Location – Dallas, GA WWTP

The specific services included in this agreement are listed in the attached Trojan UV Operator's Document (attachment 1).

Upon completion of each service visit, TEMSCO, Inc. will provide the customer with a written service report confirming the completion of each required task as well as any recommendation for operational changes or expected parts required for ongoing customer maintenance.

TEMSCO, Inc. will install only OEM parts for service work provided. Likewise we expect any parts provided by the customer to be purchased from the OEM. Though certain components required for service and maintenance are pure commodities (such as nuts, bolts, paint, etc.) most components are critical to the overall operation of the system, therefore we highly recommend using only factory approved parts for any component replacement.

Likewise, we expect that all service, maintenance, component replacement, programming changes, etc. performed on equipment above will be performed only by Authorized technicians and that TEMSCO, Inc. is informed by written report of any changes/adjustments made to said equipment. Should additional/correctional service be required as a result of the work of an unauthorized contractor, it will be billed in addition to the charges in this agreement.

benefits for any service requirements outside the scope of this agreement and on all parts purchases. Throughout the term of this agreement, any additional service visits will be billed at a rate of 10% below our standard service rates and all parts purchased through Templeton and Associates, our equipment and parts affiliate, will be billed at a rate of 5% below standard pricing. Any applicable taxes are not included in the terms of this agreement.

The undersigned represents that they are the Legal Owner of the equipment referenced in this agreement and that they have the authority to enter into this agreement.

This agreement is subject to acceptance by TEMSCO, Inc. The agreement takes effect on the date written below and will remain in effect thereafter, with automatic renewals at the prevailing rates, until cancelled in writing by either party. If cancelled, the unused portion of any advance payment will be credited to the customer.

Date _____

TEMSCO, Inc.

By: _____

Date: _____

“Customer”

By: _____

TROJAN UV3000 PLUS™

TROJAN TECHNOLOGIES INC.

SYSTEM MAINTENANCE

Regular TrojanUV3000Plus™ Maintenance Requirements

Note:

For all On-Line UV Transmittance Controller and Sensor Maintenance Requirements see the Hach UVAS sc Sensor User Manual found in the Manufacturer's Manual Appendix. For assistance with the On-Line Transmittance Controller and Sensor contact the Hach Company directly. Contact information can be found in the Hach user manual.

Required Maintenance	Reference to Detailed Instruction
down the LAMP HOURS from the Bank section of the Overview screen (5 minute task).	Refer to System Control Center Chapter of the TrojanUV3000Plus™ Operation and Maintenance Manual.
the Alarm Status screen to see if any new faults have occurred (2 minute task).	
the Alarm History screen to get an overview of past (2 minute task).	
the HSC fluid sight gauge to ensure the level is in the (1 minute task).	Refer to AcifClean™ Cleaning System (ACS) Chapter of the TrojanUV3000Plus™ Operation and Maintenance Manual.
the PDC Bank Mode Selector switch(s) to ensure they are in REMOTE mode (2 minute task).	Refer to Power Distribution Center Chapter of the TrojanUV3000Plus™ Operation and Maintenance Manual.
the HSC Wiper Control switch(s) to ensure they are in RET, and the remaining switches are set to REMOTE (2 minute task).	Refer to Power Distribution Center Chapter of the TrojanUV3000Plus™ Operation and Maintenance Manual. Or Refer to Combined PDC/HSC Chapter of the TrojanUV3000Plus™ Operation and Maintenance Manual.
In the system's PDC and HSC are combined, the HSC control switch(s) can be found on the front of the PDC, to assist to the attached HSC.	
the Bank Control screen(s) on the Operator Interface are that all of the banks are in REMOTE AUTO and of the modules are enabled (2 minute task).	Refer to System Control Center Chapter of the TrojanUV3000Plus™ Operation and Maintenance Manual.
the Wiper Control screen(s) on the Operator Interface are that all of the wiper groups are in REMOTE AUTO if all of the wiper groups are enabled (2 minute task).	Refer to System Control Center Chapter of the TrojanUV3000Plus™ Operation and Maintenance Manual.
any algae or debris build-up off the low-level sensor (applicable (5 minute task)).	

<p>at least one module per bank to ensure (30 minute</p> <p>The sleeves are clean enough to ensure disinfection. There is no excess debris on the module legs, if so then clean off debris.</p> <p>All of the sleeve nuts are tight, if not then tighten properly by hand.</p>	<p><i>Refer to UV Module Chapter of the TrojanUV3000Plus™ Operation and Maintenance Manual.</i></p>
<p>the door seal on the SCC and ensure that no moisture present in the panel (1 minute task).</p> <p>enclosures with a soft cloth and water. Do not use pressure hoses (15 minute task).</p> <p>at the effluent level in the channel(s) during flow and no conditions to ensure the top lamp is staying submerged all flow conditions (10 minute task).</p> <p>r system does not have self-cleaning then clean all of sleeves in the system (Task duration is dependent on size ten).</p> <p>I may find that the sleeves can go 1, 2, or 3 months cleaning is needed depending on the quality of your</p>	<p><i>Refer to System Control Center Chapter of the TrojanUV3000Plus™ Operation and Maintenance Manual.</i></p> <p><i>Refer to UV Module Chapter of the TrojanUV3000Plus™ Operation and Maintenance Manual.</i></p>
<p>ase hydraulic cylinder (10 minute task per cylinder).</p> <p>up the ActiClean™ Gel in the module wiper mechanisms (10 – 15 minute task per module).</p>	<p><i>Refer to ActiClean™ Cleaning System (ACS) Chapter of the TrojanUV3000Plus™ Operation and Maintenance Manual.</i></p>

<p>Replace the hydraulic filter in the HSC (20 minute task). Inspect the module hydraulic hoses for wear (5 minute task per module). Replace hoses if bulges, splits, cracks or leaks are apparent (15 minutes per hose).</p>	<p>Refer to ActiClean™ Cleaning System (ACS) Chapter of the TrojanUV3000Plus™ Operation and Maintenance Manual.</p>
<p>Change HSC hydraulic fluid (45 minutes) Change all of the lamps in a bank (Task duration is dependent on size of system).</p>	<p>Refer to ActiClean™ Cleaning System (ACS) Chapter of the TrojanUV3000Plus™ Operation and Maintenance Manual. Refer to UV Module Chapter of the TrojanUV3000Plus™ Operation and Maintenance Manual.</p>

Mechanical System Status Checks

Time	Wiper Seal Check	ActiClean™ Gel Check (Wiper Collar 1 is on lamps 1 / 2 Wiper Collar 2 on lamps 3 / 4 etc.)	Sleeve Check	HSC Check (performed once per week)	Cleanliness Check (performed once per week)
	Bank: Module: Module:	Module: pH: Module: pH			
	Bank: Module: Module:	Module: pH: Module: pH			
	Bank: Module: Module:	Module: pH: Module: pH			

Check Performed During This Week? (circle one) Yes No

On equipment please follow the tasks to re-set the system settings as outlined in the "System Settings Re-Set" section.



Dallas City Council

129 East Memorial Drive, Dallas, GA 30132

DRAFT

TO: City Council

From: Public Works, Brandon Rakestraw

Meeting: August 29, 2016 07:00 PM

Dallas Battlefield Trail Phase 2 PI#0012885

Summary:

Requesting approval for contract award to Keck & Wood, Inc. in the amount of \$309,118.00 for design, permitting, survey and bidding phases of Dallas Battlefield Trail Phase 2 project. PI#0012885

Recommendation:

Financial Impact:

Review:

Kendall Smith Completed 08/18/2016 2:15 PM

Dallas City Council Pending 08/29/2016 5:00 PM

Dallas City Council Pending 08/29/2016 7:00 PM



Keck & Wood, Inc.

3090 Premiere Parkway
Suite 200
Duluth, Georgia 30097
Office: (678) 417-4000
Fax: (678) 417-4055
www.keckwood.com

August 9, 2016

Kendall Smith, City Manager
c/o Jack Burnside, Project Administrator
City of Dallas
129 East Memorial Drive
Dallas, Georgia 30132
Via email: jackburnside@bellsouth.net

Re: Dallas Battlefield Trail - Phase 2, PI 0012885
Transportation Alternatives Program (TAP) Project
Proposal for Professional Services
KW Ref No. 140122.00

Dear Mr. Smith,

Keck & Wood, Inc. appreciates this opportunity of presenting a proposal to provide the remaining professional services for the proposed Dallas Battlefield Trail – Phase 2 project. When completed, this project will create a direct connection from the Chattahoochee Technical College Spur of the Silver Comet Trail to the City's Sara Babb Park. We will utilize our prior knowledge from our work on the scoping, concept report, surveying and initial engineering phases. It is our understanding this Phase 2 project is funded through the Atlanta Regional Commission's (ARC) Transportation Alternatives Program (TAP), and the project has a construction cost estimate of approximately \$4,000,000. Consideration of our firm for this project is most appreciated.

The following items have already been completed using the scoping funds awarded to the City from ARC: 1) the scoping study has been completed, 2) the concept report has been approved by GDOT, 3) the field survey database for the southern portion of the project has been completed, 4) preliminary engineering work has been completed for the southern portion (typical sections, trail layout, initial cross section, existing utility plan sheets, preliminary signing and marking plans, preliminary limits of construction to determine potential right of way/easement locations). Please note the preliminary engineering work described above is preliminary in nature, and further refinement will be necessary prior to submittals to GDOT.

Per your request our work would produce the remaining preliminary engineering (PE) design services for scope of work described in the GDOT approved concept report. It is our understanding many of the project's administrative requirements will be provided by the Project Administrator (Jack Burnside). All other PE phase services will follow GDOT's Plan Development Process (PDP). We propose to provide the following scope of services:

Survey Phase: Field survey work has been completed for the southern portion of the project (from the Chattahoochee Tech Spur to the end of Orphan Brigade Drive). Paulding County GIS topography data has been obtained and will be used for design of the northern wooded trail section. We propose to provide the following scope of services for surveying work (if necessary):

The Engineer will survey the as-built Phase I TE trail tie-ins at the beginning and ending locations.

Engineers • Planners • Surveyors • Managers • GIS Specialists

Kendall Smith
Dallas Battlefield Trail - Phase 2 PE Proposal

Page 2 of 2
August 9, 2016

The Engineer will survey the centerline of the northern trail section from the completed Phase 1 TE project ending to the connection at Sara Babb Park.

The Engineer will survey the northern terminus of the trail project at Sara Babb Park.

Design & Permitting Phase: We propose to provide the following scope of services for the design & permitting phase:

The Engineer will continually coordinate with the City, GDOT, Norfolk Southern Railroad and ARC throughout the project.

The Engineer expects Cypress Cultural Environmental Consultants, LLC to prepare the required environmental documentation necessary to obtain environmental clearance from GDOT. Environmental services for this proposal are limited to providing design information to CCEC, LLC during the environmental phase.

Based on the approved GDOT approved concept, the Engineer will prepare Preliminary Plans (including the following: Cover Sheet, Index, General Notes, Typical Sections, Mainline Roadway Plan, Mainline Roadway Profile, Side Road Profiles, Driveway Profiles, Drainage Plan & Profiles, Cross Sections, Existing Utility Plans, Signing & Marking Plans, Signal Plans, (Pedestrian) Bridge Plans).

The Engineer will prepare a MS4 report.

The Engineer will prepare a revised construction cost estimate.

The Engineer will provide GDOT with the MS4 report and Preliminary Field Plan Review (PFPR) documents for review and comment.

The Engineer will attend the Preliminary Field Plan Review (PFPR) and provide responses to GDOT's PFPR review comments.

The Engineer will revise and resubmit the MS4 report per GDOT review comments.

Should right of way or easement acquisition ultimately be necessary, the Engineer's scope for this part of the work will be limited to preparation of right-of-way drawings describing the areas of permanent or temporary easements and the installations therein, including legal descriptions for permanent right-of-way or permanent easements, suitable for recording, for each property fronting the project area for which an easement is necessary. Right of way acquisitions services are not included in this proposal.

The Engineer will prepare 90% Plans (including the following: Cover Sheet, Index, General Notes, Typical Sections, Summary of Quantities, Mainline Roadway Plan, Mainline Roadway Profile, Side Road Profiles, Driveway Profiles, Drainage Plan & Profiles, Cross Sections, Existing Utility Plans,

Kendall Smith
Dallas Battlefield Trail - Phase 2 PE Proposal

Page 2 of 2
August 9, 2016

Signing & Marking Plans, Landscape Plans, Retaining Wall Plans (if required), Special Construction Details, GDOT Construction Details, GDOT Georgia Standards and Erosion Control Plans.).

The Engineer will coordinate with Utility Companies and provide Utility Certifications.

The Engineer will provide GDOT with the 90% Plans for review and comment.

The Engineer will provide EPD with the 90% erosion control plans for review and comment.

The Engineer will make revisions to the 90% Plans per EPD and GDOT review comments.

The Engineer will assist the City with the required ADA letter for approval by GDOT.

The Engineer will prepare an updated construction cost estimate for the GDOT determination of the DBE goal.

The Engineer will prepared special provisions and coordinate with the Project Administrator to assist with the project bid manual preparation.

The Engineer will provide GDOT with the PS&E package, Final Plans and Project Bid Manual for approval.

The Engineer will obtain the Notice to Proceed from GDOT with advertising the project for bidding.

Bidding Phase: We propose to provide the following scope of services for the bidding phase:

The Engineer will provide prospective bidders with purchased bid documents.

The Engineer will respond to questions from bidders.

The Engineer will prepare addenda.

The Engineer will attend the pre-bid meeting.

The Engineer will attend the bid opening and review bids for award.

The Engineer will review the qualifications of the low bidder(s).

The Engineer will provide the City with a detailed spreadsheet / tabulation of bids.

The Engineer will provide the City with a bid recommendation letter for the lowest qualified bidder.

Kendall Smith
Dallas Battlefield Trail - Phase 2 PE Proposal

Page 2 of 2
August 9, 2016

Fee Schedule

Upon completion of the Bidding Phase and selection of a construction contractor, we will provide construction inspection and testing phase services. At that time we would solicit this service and submit a cost to the City to add this task to the project. Our proposed fees are as follows:

Survey Phase	\$36,955
Design & Permitting Phase	\$262,200
Bidding Phase	<u>\$9,963</u>
Total Fees	<u>\$309,118</u>

Compensation for work performed shall be according to the lump sum fee noted above. These lump sum fees are described in more detail in the attached Manhour & Fee Estimate. Once per month during the existence of this contract, the Engineer shall submit to the City an invoice for payment based on percent complete of the work performed for the Project through the invoice period.

Again, thank you for this opportunity. If you have any questions or need additional information, please call.

Sincerely,

KECK & WOOD, INC.

Sam J. Serio, P.E.
Associate Vice President

ACCEPTED on behalf of the CITY OF DALLAS, GEORGIA.

This _____ day of _____, 2016.

By: _____ (Authorized Representative)

Title: _____

Attachments:

1. *Manhour & Fee Estimate*
2. *2016 Standard Hourly Rate Schedule*
3. *Terms & Conditions*

Attachment: Keck & Wood Battlefield Phase2 (1709 : Dallas Battlefield Trail Phase 2 PI#0012885)

DALLAS BATTLEFIELD TRAIL - PHASE 2, PI#0012885
MANHOUR & FEE ESTIMATE

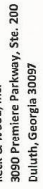


Keck & Wood, Inc.
3090 Premiere Parkway, Ste. 200
Duluth, Georgia 30097

City of Dallas
Dallas Battlefield Trail - Phase 2
August 9, 2016

Task Number	Task Description	Standard Hourly Rates	Principal	SJA	Eng IV	Eng III	Eng II	Eng I	Design Tech	Office Admin.	Total MH	Direct Costs	Task Cost
	Survey Phase												
1001	Coordination with surveyor to confirm survey limits and scope				8						16		\$2,160
1002	Field survey & database											\$33,000	\$33,000
1003	Site visit (1) and review survey completeness and confirm no items were missed				8						16	\$75	\$1,795
	Total Survey Phase		0	0	8	0	16	8	0	0	32	\$33,075	\$36,955
	Design & Permitting Phase												
2001	Project Coordination / Project Management				80	10	10				100	\$50	\$5,250
2002	North-Southern Railroad Coordination				20	8					36	\$50	\$5,210
2003	Send existing conditions to utility companies to confirm utility locations										12	\$50	\$1,330
2004	Revise existing conditions to reflect utility locations										10	\$50	\$1,050
2005	Geotechnical Exploration for Pedestrian Bridge				4						4	\$11,400	\$12,080
2006	Traffic Engineering Report(s) for two modified traffic signals and one HAWK signal				4						4	\$11,000	\$11,600
2007	Preliminary Plans Cover Sheet										6		\$600
2008	Preliminary Plans Index										4		\$420
2009	Preliminary Plans General Notes										6		\$600
2010	Preliminary Plans Typical Sections										14	\$1,490	\$1,490
2011	Preliminary Plans Mainline Roadway Plan										104	\$11,040	\$11,040
2012	Preliminary Plans Mainline Roadway Profile										8		\$860
2013	Preliminary Plans Side Road Profiles										4		\$430
2014	Preliminary Plans Driveway Profiles										2		\$210
2015	Preliminary Plans Drainage Plan & Profiles										20	\$10,600	\$10,600
2016	Preliminary Plans Cross Sections										100	\$8,800	\$8,800
2017	Preliminary Plans Existing Utility Plans										1		\$320
2018	Preliminary Plans Signaling & Marking Plans										2		\$1,060
2019	Preliminary Plans Traffic Signal Plans										4	\$16,500	\$17,140
2020	Preliminary Plans (Pedestrian) Bridge Plans										2	\$21,505	\$23,215
2021	Prepare MS4 report										100		\$17,300
2022	Prepare a revised construction cost estimate										4		\$1,600
2023	Environmental document coordination										8		\$1,280
2024	Internal QA/QC of Preliminary Plans										18	\$50	\$1,550
2025	Provide with GDOT with the PPR docs for review and comment										16	\$75	\$2,235
2026	Attend PPR meeting at GDOT										32	\$3,880	\$3,880
2027	Prepare responses to GDOT PPR review comments										80	\$8,600	\$8,600
2028	Revised and resubmit MS4 report to GDOT.										2		\$245
2029	90% Plans Cover Sheet										2		\$245
2030	90% Plans Index										2		\$245
2031	90% Plans General Notes										2		\$710
2032	90% Plans Typical Sections										6		\$710
2033	90% Plans Summary of Quantities										24		\$2,840
2034	90% Plans Mainline Roadway Plan										90	\$10,650	\$10,650
2035	90% Plans Mainline Roadway Profile										2		\$245
2036	90% Plans Side Road Profiles										2		\$245
2037	90% Plans Driveway Profiles										6		\$710
2038	90% Plans Drainage Plan & Profiles										24	\$2,840	\$2,840
2039	90% Plans Cross Sections										16		\$1,600
2040	90% Plans Existing Utility Plans										1		\$245
2041	90% Plans Signaling & Marking Plans										2		\$710
2042	90% Plans Traffic Signs Plans										4	\$5,500	\$6,140
2043	90% Plans Landscape Plans										12	\$1,795	\$1,795
2044	90% Plans Retaining Wall Plans										4	\$7,680	\$7,680
2045	90% Plans (Pedestrian) Bridge Plans										4	\$7,040	\$7,680
2046	90% Plans Special Construction Details										16	\$1,965	\$1,965

MANHOOR & FEE ESTIMATE



Keck & Wood, Inc.
3950 Premiere Parkway, Ste. 200
Duluth, Georgia 30097

City of Dallas
Dallas Battlefield Trail - Phase 2
August 3, 2016

Task Number	Task Description	Principal	SLA	Eng IV	Eng III	Eng II	Eng I	Design Tech	Office Admin.	Total MH	Direct Costs	Task Cost
	Standard Hourly Rates	\$195	\$150	\$160	\$135	\$110	\$105	\$80	\$78			
2047	90% Plans: GDOT Construction Details				2	4				6		\$710
2048	90% Plans: GDOT Georgia Standards				2	4				6		\$710
2049	90% Plans: Erosion Control Plans			8	40	100		16		164		\$18,960
2050	Internal QA/QC of 90% Plans	2		8	4					14		\$2,210
2051	Send proposed layout to utility companies to confirm no conflict			2	2	4				8		\$1,030
2052	Meeting with utility companies to coordinate relocations (if necessary)			8						8		\$1,100
2053	Coordinate with utility companies for relocation of their facilities (if necessary)			8						8		\$1,100
2054	Provide GDOT with the 90% (FPR) documents for review and comment			8	3	4				16		\$2,210
2055	Attend FPR meeting at GDOT			8	3					16		\$2,435
2056	Provide the EPD with the 90% Erosion Control Plans for review and comment			4						4		\$50
2057	Revisions to the 90% Plans per GDOT and EPD review comments			4	40					84		\$10,440
2058	Prepare Utility Certification package			8						8		\$1,280
2059	Internal QA/QC of Final Plans	4		8	4	4				16		\$2,600
2060	Provide EPD with revised Erosion Control Plans and NOI			4	4	4				12		\$1,670
2061	Prepare a Bid Manual containing contract documents and detailed specifications			8	8	8				24		\$3,240
2062	Provide PS&E, Final plans and Bid Manual to GDOT for approval			8	8					16		\$2,410
2063	Prepare an updated construction cost estimate for the City			8						8		\$980
2064	Obtain Notice to Proceed from GDOT to bid the project			1						1		\$160
	Total Design & Permitting Phase	9	8	263	252	657	342	161	0	1547	\$75,685	\$662,200
	Bidding Phase											
3001	Coordinate with the City and Project Administrator for the bid advertisement			1						1		\$160
3002	Post the advertisement and plan holders to the Engineer's website			1						1		\$75
3003	Provide prospective bidders with purchased bid documents			8	8	8				24		\$2,240
3004	Respond to questions from bidders			8	8	8				25		\$3,313
3005	Prepare agenda			6						6		\$1,035
3006	Attend the pre-bid meeting			6						6		\$1,035
3007	Attend the bid opening and review bids for award			6						6		\$1,035
3008	Prepare bid tabulator			2						2		\$220
3009	Review the qualifications of the low bidder(s)			1						1		\$213
3010	Provide the City with a bid recommendation letter for the lowest qualified bidder			2						2		\$220
	Total Bidding Phase	0	0	30	29	18	0	0	0	67	\$110	\$9,963
	Total Manhours	9	8	301	271	691	350	161	0	1652	\$106,910	\$909,118
	Total All Phases	\$195	\$150	\$160	\$135	\$110	\$105	\$80	\$78			
	Total All Phases	\$1,755	\$1,200	\$48,160	\$36,381	\$46,010	\$36,750	\$1,280	\$468			

KECK & WOOD, INC.
STANDARD HOURLY BILL RATES
2/1/2016

PRI- Principal	\$195.00
SSE - Senior Specialty Engineer	\$180.00
SLA - Senior Landscape Architect	\$150.00
LA - Landscape Architect	\$110.00
ST4 - Staff Engineer IV	\$160.00
ST3 - Staff Engineer III	\$135.00
ST2 - Staff Engineer II	\$110.00
STE - Staff Engineer I	\$105.00
PLS - Registered Land Surveyor	\$115.00
SPC - Senior Survey Party Chief	\$74.00
STC - Survey Technician	\$55.00
SAD - Senior A/E Designer	\$105.00
EAS - Engineering Associate	\$120.00
SRT - Senior Design Technician	\$95.00
TEC - Design Technician	\$80.00
CAD - CAD Technician	\$65.00
SMT - Senior GIS/IT Specialist	\$95.00
CL2 - Clerical/Administrative	\$65.00
CLI - Clerical/Administrative	\$55.00
OFM - Office Administrator	\$78.00
ROB1 - 1 Man Robot/GPS	\$95.00
ROB - 2 Man/GPS	\$125.00
SV2 - 2 Man Svy Crew	\$115.00
SV3 - 3 Man Svy Crew	\$145.00

TERMS AND CONDITIONS OF SERVICE

EFFECTIVE DATE: This Agreement, by and between Keck & Wood, Inc., hereinafter referred to as the Consultant, and the Client identified on the face(s) hereof, is binding and effective upon acceptance by a currently authorized corporate officer of the Consultant.

SCOPE OF SERVICES: Whereas the Consultant has proposed to perform, and the Client desires to have the Consultant perform, the scope of services described on the face side(s) hereof:

AGREEMENT: Now, therefore, in consideration of the premises and the covenants and undertakings hereinafter set forth, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **PERFORMANCE:** Unless more specifically established on the face side(s) hereof or attachments hereto, the Consultant a) agrees to perform his services in conformity with generally accepted professional practices for the intended project or purpose, and makes no warranty either expressed or implied; b) agrees to correct any defective survey or engineering service performed by the Consultant when brought to its attention in writing; and c) will endeavor to complete its services on a time schedule consistent with needs of the Client.

2. **OWNERSHIP OF DOCUMENTS:** All documents, including original drawings, plats, estimates, field notes, specifications and other data are and shall remain the property of the Consultant. Copies of finished documents furnished to the Client are instruments of service for the specific project or initial purpose indicated, and are not intended to be reused for extensions of the project or for additional purposes without written authorization by the Consultant. Reuse of any of the instruments of service of the Consultant by the Client on any extension of the project or for additional purposes shall be at the Client's risk and the Client agrees to defend, indemnify and hold harmless the Consultant from all claims, damages, and expenses including attorney's fees arising out of any unauthorized reuse of the Consultant's instruments of service by the Client or by others acting through the Client.

3. **ESTIMATES OF CONSTRUCTION COST:** Since the Consultant has no control over construction costs or of the methods by which construction contractors determine prices, or over market conditions, any opinion of the Consultant regarding construction cost are to be made on the basis of his best judgment, but Consultant cannot and does not guarantee that actual construction costs will not vary from estimates provided by the Consultant.

4. **FORCE MAJEURE:** Consultant shall not be liable for failures to perform any obligation under this Agreement where such failure arises from causes beyond Consultant's exclusive control, including (but not limited to) such causes as war; civil commotion; force majeure; acts of a public enemy; sabotage; vandalism; accident; statute; ordinances; embargoes; government regulations; priorities or allocations; interruption or delay in transportation; inadequacy, shortage or failure of supply of materials, equipment, fuel or electrical power; labor controversies (whether at Consultant's office or elsewhere); shut-downs for repairs; natural phenomena; whether such cause exists on the effective day hereof, or arises thereafter, or from compliance with any order or request of the United States Government or any officer, department, agency, instrumentality or committee thereof.

5. **CONSTRUCTION RELATED SERVICES:** The Consultant has not been retained or compensated to provide design and construction review services relating to any construction contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for a contractor to perform his work which are not directly a part of the completed project; omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retention of excavations, and any erection methods and temporary bracing.

6. **CONSULTANT'S INSURANCE:** The Consultant shall acquire and maintain statutory workmen's compensation insurance coverage, employer's liability, comprehensive general liability insurance coverage of not less than \$2,000,000 limit, and professional liability insurance coverage of not less than \$2,000,000 limit.

7. **CONTRACTOR'S INSURANCE:** Should the scope of services by the Consultant include planning, design or observation of construction work, the Client shall require the contractor(s) and any subcontractor(s), prior to commencement of such work, to submit evidence that he (they) have obtained for the period of the construction contract, and the guarantee period, comprehensive general liability insurance coverage including completed operations coverage. This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of construction work, and have a limit of not less than \$500,000 for all damages arising out of bodily injury, sickness or death of one person and an aggregate of \$1,000,000 for damages arising out of bodily injury, sickness and death of two or more persons. The property damage portion shall provide for a limit of not less than \$300,000 for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of construction work in any one occurrence including

explosion, collapse and underground exposures. Included in such coverage shall be contractual coverage sufficiently broad to insure the provision of the subsequent paragraph entitled "Contractor's Indemnity". The comprehensive general liability insurance shall include as additional named insureds: the Client; the Consultant; and each of their officers, agents and employees.

8. **CONTRACTOR'S INDEMNITY:** Should the scope of services by the Consultant include planning, design or observation of construction work, the Client shall require that all contractors and subcontractors performing work in connection with services rendered by the Consultant, indemnify and defend, the Client and the Consultant, and each of their officers, agents, and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from construction operations, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part, directly or indirectly, by any negligent or willful act or omission of the contractor(s), any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them are liable. The indemnification required shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor(s) or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

9. **ACCESS:** The Client shall be responsible for providing all rights of access upon public or private property as required by the Consultant to perform authorized services.

10. **BASIS OF PAYMENT:** The Client agrees to compensate the consultant as provided on the face side(s) hereof. In the event a preliminary estimate of compensation is made, the Consultant will endeavor to accomplish services within that estimate, but the Consultant does not guarantee such estimate unless a specific written statement to that effect is given. Should the Consultant become aware that charges will or have exceeded any preliminary estimate, he will promptly notify the Client who may elect to reduce the scope of services or authorize a continuation of services at increased cost.

11. **PAYMENT AND CREDIT:** Progress or partial payments shall be made by the Client in proportion to services rendered by the Consultant unless specific extension of credit to the Client is provided on the face(s) hereof. Statements will be issued from time to time by the Consultant, but no more often than at 4-week intervals, and shall be fully payable within 30 days thereafter. Balances which are unpaid for more than 30 days are subject to a finance or service charge plus collection expenses. Service charges shall be 1.3 percent per 4-week period, which amounts to 16.9 percent per year. If in the exclusive judgment of Consultant, the financial condition of the Client at any time does not appear to justify the commencement or continuance of services on the terms specified herein, Consultant may, in addition to all other remedies it may have at law or in equity, make written demand for full or partial payment in advance, suspend its performance until such payment is made and cancel this Agreement if such payment is not received by the Consultant within 30 days after delivery in person or mailing of said demand by Consultant.

12. **AUDIT: ACCESS TO RECORDS:** For Agreements employing cost as a basis of compensation, the Consultant shall maintain books, records, documents and other evidence directly pertinent to the Agreement in accordance with appropriate accounting standards. From time to time, but not more often than once each calendar year, the Client may have his accounting representative verify costs by examination of pertinent documents at the home office of the Consultant. During such audit, the Consultant shall provide suitable facilities for the Client's representative, and that representative shall organize and conduct his audit in a manner which minimizes special effort by the Consultant.

13. **DELEGATION OF DUTIES:** Neither the Client nor the Consultant shall delegate his duties hereunder without the written consent of the other.

14. **TERMINATION:** Should this Agreement be terminated prematurely by written mutual agreement or as provided elsewhere herein, the Consultant shall be paid for services performed to the termination date plus 15 percent of the total compensation earned to the time of termination to account for Consultant's rescheduling adjustments and related costs.

15. **MISCELLANEOUS:** This Agreement is to be construed in accordance with and enforced under the laws of the principal place of business of the Consultant. This Agreement constitutes the entire agreement between the parties hereto, and all prior negotiations, representations and inducements of every kind are superseded hereby. No waiver, alteration or modification of this Agreement shall be effective unless in writing and signed by an authorized corporate officer of the Consultant. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding on the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.



Dallas City Council

129 East Memorial Drive, Dallas, GA 30132

DRAFT

TO: City Council

From: Public Works, Brandon Rakestraw

Meeting: August 29, 2016 07:00 PM

City of Dallas Police Department Building Demolition

Summary:

Requesting approval for contract award to LPC Contracting, Inc. in the amount of \$13,375.00 for demolition of the old City of Dallas Police Department building.

Recommendation:

Financial Impact:

Review:

Kendall Smith Completed 08/18/2016 1:59 PM

Dallas City Council Pending 08/29/2016 5:00 PM

Dallas City Council Pending 08/29/2016 7:00 PM

			Project
Description	Qty	Rate	Total
Demo Building And Haul Off		13,375.00	13,375.00
Seed And Straw Site			
		Total	\$13,375.00

Attachment: LPC Contracting PD DEMO (1708 : City of Dallas Police Department Building Demolition)



Dallas City Council

129 East Memorial Drive, Dallas, GA 30132

DRAFT

TO: City Council

From: Public Works, Brandon Rakestraw

Meeting: August 29, 2016 07:00 PM

Confederate Avenue Streetscape Phase II

Summary:

Requesting approval for contract award to Excellere Construction, LLC in the amount of \$454,390.00 for construction of the Confederate Avenue Streetscape Phase II project.

Recommendation:

Financial Impact:

Review:

Kendall Smith Completed 08/18/2016 1:43 PM

Dallas City Council Pending 08/29/2016 5:00 PM

Dallas City Council Pending 08/29/2016 7:00 PM

Honorable Mayor and Council Members
 City of Dallas
 129 E Memorial Drive
 Dallas, Georgia 30132

Re: Confederate Avenue Streetscape
 Phase II
 Our Reference No. 120133.00

Dear Honorable Mayor and Council Members:

We have reviewed the bids received at City Hall, at 2:00 p.m., local time on August 10, 2016 for construction of the referenced project. Four (4) bids were received. The following is a summary of the three (3) low bids.

	<u>Bidder</u>	<u>Bid Amount</u>
1.	Excellere Construction, LLC 3442 Orange Wood Court Marietta, Georgia 30062	\$454,390.00
2.	Lewallen Construction Company, Inc. 151 Bells Ferry Lane Marietta, Georgia 30066	\$464,827.97
3.	Glosson Enterprises, LLC P.O. Box 787 Acworth, Georgia 30101	\$536,265.00

A certified tabulation of all bids received is attached. A copy of the tabulation has been mailed to each bidder for their information.

Each bidder submitted a 5% bid bond from a surety company listed on U. S. Treasury Circular 570 (07/01/16). The low bid of \$454,390.00 is within the funds allocated for the project.

Lewallen Construction Company, Inc. submitted a 10% bid bond but it was NOT from a surety company listed on the U.S. Treasury Circular 570 (07/01/16).

Engineers • Planners • Surveyors • Managers • GIS Specialists

completed projects of similar scope and size for various municipalities. Keck & Wood has worked with their president, Luigi Hernandez, on several projects when he was a project manager for Lewallen Construction, and found him to be a professional and a pleasure to work with. Keck & Wood, Inc. considers Excellere Construction, LLC to be capable of performing the required activities to complete this project.

Keck & Wood, Inc., therefore, recommends contract award to Excellere Construction, LLC in the amount of \$454,390.00 for construction of the Confederate Avenue Streetscape Phase II project

The Ohio Casualty Insurance Company is the surety company for the recommended bidder's bid bond and will likely be the surety company used for the payment and performance bonds on the project. In addition to being listed on the U.S. Treasury Department Circular 570, the surety is shown as being licensed in Georgia, having an Active/Compliance status, and with an underwriting limitation that is greater than the bond amount. Please note that in accordance with Georgia Law (OCGA 36-91-40 (a)(2)), the City must have an "officer of the government entity" to "approve as to form and as to the solvency of the surety" for the proposed surety company named above. We recommend that your legal counsel be contacted to handle or suggest the procedures necessary to comply with this Georgia law. We can provide additional information on this issue if needed.

If there are any questions, please contact our office.

Very truly yours,

KECK & WOOD, INC.



Robert Renwick, P.E.
Project Manager

Enclosure

**BID TABULATION
CONFEDERATE AVENUE STREETSCAPE PHASE II
CITY OF DALLAS, GEORGIA**

RECEIVED BY: CITY OF DALLAS, GEORGIA
AT DALLAS CITY HALL
2:00 P.M., LOCAL TIME, AUGUST 10, 2016

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	BIDDER NO. 1			BIDDER NO. 2			BIDDER NO. 3		
				Excellere			Lewallen Construction			Glosson		
				PRICE	AMOUNT	UNIT	PRICE	AMOUNT	UNIT	PRICE	AMOUNT	UNIT
1	Traffic Control	1	LS	\$4,274.98	\$4,274.98	\$7,900.56	\$7,900.56	\$25,000.00	\$25,000.00	\$24,200.00	\$24,200.00	
2	Temporary Silt Fence, Type C	300	LF	\$5.02	\$1,506.00	\$2.68	\$804.00	\$3.00	\$900.00	\$3.00	\$900.00	
3	Grading Complete	1	LS	\$136,323.77	\$136,323.77	\$116,746.79	\$116,746.79	\$220,000.00	\$220,000.00	\$211,000.00	\$211,000.00	
4	Roll Asph Conc Leveling, Incl Bitum Matl	50	TN	\$272.00	\$13,600.00	\$229.50	\$11,475.00	\$100.00	\$5,000.00	\$100.00	\$5,000.00	
5	Roll Asph Conc 12.5 mm Superpave, GP 1 or 2	165	TN	\$190.00	\$31,150.00	\$205.20	\$33,962.00	\$100.00	\$18,500.00	\$100.00	\$18,500.00	
6	Granite Header Cur-b	375	LF	\$42.60	\$15,975.00	\$53.06	\$19,897.50	\$25.00	\$9,375.00	\$25.00	\$9,375.00	
7	Driveway Concrete, 6 in	325	SY	\$46.10	\$14,982.50	\$37.75	\$12,268.75	\$45.00	\$14,625.00	\$45.00	\$14,625.00	
8	Conc Sidewalk, 4 in	650	SY	\$46.95	\$26,617.50	\$37.51	\$17,881.50	\$32.00	\$20,800.00	\$32.00	\$20,800.00	
9	Conc Valley Gutter, 6 in	100	SY	\$46.10	\$4,610.00	\$37.75	\$3,775.00	\$40.00	\$4,000.00	\$40.00	\$4,000.00	
10	Conc Curb and Gutter, 8 in x 30 in, TP 2	1200	LF	\$26.17	\$31,404.00	\$22.28	\$26,736.00	\$16.00	\$19,200.00	\$16.00	\$19,200.00	
11	Conc Curb and Gutter, 8 in x 30 in, TP 7	350	LF	\$26.17	\$9,159.50	\$22.28	\$7,798.00	\$16.00	\$5,600.00	\$16.00	\$5,600.00	
12	Mortar Rubble Masonry Retaining Wall	100	CY	\$752.55	\$75,255.00	\$1,130.43	\$113,043.00	\$1,000.00	\$100,000.00	\$1,000.00	\$100,000.00	
13	Rem Sign	2	EA	\$55.20	\$110.40	\$27.00	\$27.00	\$100.00	\$200.00	\$100.00	\$200.00	
14	Reset Sign	2	EA	\$55.20	\$110.40	\$27.00	\$27.00	\$100.00	\$200.00	\$100.00	\$200.00	
15	Highway Signs, TP 1, Maxl, Refl Sheeting, TP 9	5	SF	\$22.08	\$110.40	\$18.90	\$94.50	\$22.00	\$110.00	\$22.00	\$110.00	
16	Galv Steel Posts, TP 7	12	LF	\$17.72	\$212.64	\$18.16	\$217.92	\$12.00	\$144.00	\$12.00	\$144.00	
17	Thermoplastic Solid Traf Stripe, 5 in, white	95	LF	\$0.90	\$85.50	\$0.86	\$81.70	\$0.65	\$61.75	\$0.65	\$61.75	
18	Thermoplastic Solid Traf Stripe, 5 in, yellow	1125	LF	\$0.75	\$843.75	\$0.95	\$1,068.75	\$0.55	\$731.25	\$0.55	\$731.25	
19	Thermoplastic Solid Traf Stripe, 24 in, white	12	LF	\$5.85	\$70.20	\$8.10	\$97.20	\$5.00	\$60.00	\$5.00	\$60.00	
20	Thermoplastic Solid Traf Stripe, 8 in, white	100	LF	\$2.81	\$281.00	\$3.72	\$372.00	\$2.50	\$250.00	\$2.50	\$250.00	
21	Thermoplastic Traf Striping, white	75	SY	\$4.66	\$349.50	\$7.43	\$557.25	\$5.00	\$375.00	\$5.00	\$375.00	
22	Thermoplastic Traf Striping, yellow	115	SY	\$4.66	\$535.90	\$7.77	\$893.55	\$5.00	\$575.00	\$5.00	\$575.00	
23	Raised Pavmt Markers, TP 1	10	EA	\$6.25	\$62.50	\$6.75	\$67.50	\$5.00	\$50.00	\$5.00	\$50.00	
24	Brick Pavers	1700	SF	\$10.00	\$17,000.00	\$8.96	\$15,232.00	\$13.00	\$22,100.00	\$13.00	\$22,100.00	
25	Light Pole Base, 3 ft	16	EA	\$297.59	\$4,761.44	\$403.87	\$6,461.92	\$550.00	\$8,800.00	\$550.00	\$8,800.00	
26	Light Pole Base, 6 ft	12	EA	\$616.01	\$7,392.12	\$475.25	\$5,703.00	\$750.00	\$9,000.00	\$750.00	\$9,000.00	
27	Conduit, Nonmetal, TP 2, 2 in	2500	LF	\$5.88	\$14,700.00	\$7.54	\$18,850.00	\$7.00	\$17,500.00	\$7.00	\$17,500.00	
28	Lagerstroemia x Fauriei 'Hopi'	3	EA	\$375.00	\$1,125.00	\$430.61	\$1,291.83	\$400.00	\$1,200.00	\$400.00	\$1,200.00	
29	Lagerstroemia x Fauriei 'Hopi' #2	3	EA	\$500.00	\$1,500.00	\$518.77	\$1,556.31	\$450.00	\$1,350.00	\$450.00	\$1,350.00	
30	Thuja plicata 'Green Giant'	19	EA	\$312.50	\$5,937.50	\$355.40	\$6,752.60	\$300.00	\$5,700.00	\$300.00	\$5,700.00	
31	Ilex glabra	111	EA	\$37.50	\$4,162.50	\$31.22	\$3,465.42	\$30.00	\$3,330.00	\$30.00	\$3,330.00	
32	Juniperus conferta 'Blue Pacific'	330	EA	\$31.25	\$10,312.50	\$26.037	\$8,592.21	\$22.00	\$7,260.00	\$22.00	\$7,260.00	
33	Pennisetum alopecuroides	21	EA	\$37.50	\$787.50	\$30.87	\$648.27	\$25.00	\$525.00	\$25.00	\$525.00	
34	Rosa 'Knockout' Candy Apple Red	53	EA	\$37.50	\$1,987.50	\$32.41	\$1,717.73	\$25.00	\$1,325.00	\$25.00	\$1,325.00	
35	Rosa x noamel	26	EA	\$37.50	\$975.00	\$33.60	\$873.60	\$27.00	\$702.00	\$27.00	\$702.00	
36	Hemerocallis 'Buttered Popcorn'	78	EA	\$10.00	\$780.00	\$13.09	\$1,021.02	\$12.00	\$936.00	\$12.00	\$936.00	
37	Liriope muscari 'Big Blue	315	EA	\$7.50	\$2,362.50	\$11.48	\$3,616.20	\$12.00	\$3,780.00	\$12.00	\$3,780.00	
38	Sod	1	LS	\$5,616.00	\$5,616.00	\$6,090.00	\$6,090.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	
39	Brick Knee Wall	75	LF	\$44.80	\$3,360.00	\$43.91	\$3,293.25	\$40.00	\$3,000.00	\$40.00	\$3,000.00	

5.1.a

**BID TABULATION
CONFEDERATE AVENUE STREETSCAPE PHASE II
CITY OF DALLAS, GEORGIA**

RECEIVED BY: CITY OF DALLAS, GEORGIA
AT DALLAS CITY HALL
2:00 P.M., LOCAL TIME, AUGUST 10, 2016


	BIDDER NO. 1	BIDDER NO. 2	BIDDER NO. 3	G
	Excellere Construction, LLC 3442 Orange Wood Court Marietta, Georgia, 30062	Lewallen Construction Company, Inc. 151 Bells Ferry Lane Marietta, Georgia, 30066	Glosson Enterprises, LLC P.O. Box 787 Acworth, Georgia, 30101	300 C A1
TOTAL BID AMOUNT	\$454,390.00	\$464,827.97 *	\$536,265.00	
	5% (1) (3) GCCO004351	10% (2) (3) (4) (5) GCQA003448	5% (1) (3) 2GL820	
	BID BOND			
	NOTE REFERENCE			
	LICENSE NUMBER			

NOTES:

* DENOTES CORRECTED VALUE

- (1) SURETY COMPANY LISTED ON U. S. TREASURY CIRCULAR 570 (7/1/16).
- (2) BIDDER DID NOT USE AN APPROVED SURETY COMPANY LISTED ON U. S. TREASURY CIRCULAR 570 (7/1/16).
- (3) BIDDER ACKNOWLEDGED RECEIPT OF ADDENDUM NO. 1.
- (4) BIDDER USED INCORRECT BID FORM.
- (5) BIDDER DID NOT INSERT BID UNIT PRICE FOR ITEM NO. 27-38.

THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT TABULATION OF BIDS RECEIVED AT THE TIME AND PLACE STATED ABOVE. BIDS WERE SEALED WHEN REC AND READ IN THE PRESENCE OF THE OWNER'S REPRESENTATIVE.


 KECK & WOOD, INC. DATE 8/12

Ordinance/Ordinance Amend (ID # 1702)

DRAFT

Amendment

Second Read: Ord Amd OA-2016-06 Chapter 36 Taxation

To amend in accordance with HB960

OA-2016-06

1st Read

Sec. 36-5. - Assessment of penalties; collection of delinquent property taxes.

The following penalties shall apply to all delinquent property (ad valorem) taxes billed by the city:

- (1) On December 21 of each and every year, unless date is changed by a majority vote of the mayor and council of the city, all unpaid property taxes shall be declared delinquent and a penalty shall be assessed upon each and every tax bill that is unpaid; penalties imposed or due by this section are not printed herein, but shall be as set forth in the schedule of fees and charges on file in the office of the city clerk and may be amended from time to time as needed, by the mayor and city council of Dallas, Georgia. In addition, the unpaid tax shall bear interest at a rate in accordance with O.C.G.A. § 48-2-40 as now adopted or hereafter amended.
- (2) As soon as possible after the due date set forth in subsection (1) of this section, the city clerk, or his agent, shall notify, in writing, each delinquent taxpayer that their taxes have not been paid and if not paid within 30 days after the date the notice set forth in this subsection was mailed, an execution shall be issued and recorded; a tax lien shall be recorded in the county clerk's office upon the property; and an execution fee shall be added to the penalty and interest assessed in subsection (1) of this section; fees imposed or due by this section are not printed herein, but shall be as set forth in the schedule of fees and charges on file in the office of the city clerk and may be amended from time to time as needed, by the mayor and city council of Dallas, Georgia.
- (3) If the property taxes (ad valorem) are still unpaid after ¹²⁰90 days from the date in subsection (1) of this section, then an additional penalty of ^{FIVE}ten percent shall be added to the amount of tax and penalties due. This additional penalty shall not apply to unpaid taxes of \$500.00 or less on homestead property as defined in O.C.G.A. § 48-5-40. *Does this line still apply and need to stay?*
- (4) If the property taxes (ad valorem) are still unpaid after ¹⁸⁰180 days, then all collection avenues allowed by state law, including, but not limited to, a tax sale of property, shall be used by the city to ensure that the taxes are paid.

^ With an additional 5% after each successive 120 days to a maximum of 20% of the principle amount due.

Will we keep the first late penalty of 5.00 referred to in section 1?

Attachment: HB960 and first read taxation (1702 : Ord Amd OA-2016-06 Chapter 36 Taxation)

Taxation (Property) Fees

Description	Fees
1st Late Penalty (taxes delinquent as of 12/21 of each and every year)	\$5.00
Execution Fee (tax lien filing)	\$25.00
2nd Late Penalty (taxes 90 days delinquent after 12/21)	10% of taxes & penalties due (refer to code section)

120 days

Attachment: HB960 and first read taxation (1702 : Ord Amd OA-2016-06 Chapter 36 Taxation)



- HOME
- MEMBER CITIES
- SERVICES
- ADVOCACY
- TRAINING + EVENTS
- NEWS + GRANTS
- ADVICE + KNOWLEDGE

ADVICE + KNOWLEDGE \ ARTICLES & RESOURCES

Delinquent Tax: Interest and Penalty Changes

June 22, 2016

Due to the passage of **House Bill 960** during the 2016 legislative session, calculation of penalties on property taxes and interest on most categories of taxes will change beginning July 1, 2016. These changes will apply regardless of whether your city directly provides tax billing or this function is handled externally. These changes DO NOT impact interest or penalties applied to proprietary fund billing or an occupation tax.* A summary of the changes is outlined below.

Resources

- Sales and Use Tax Policy Bulletin SUT-2016-02 (PDF)
- DOR Interest and Penalties Examples (PDF)

Interest Calculations

The interest provision of HB960 applies to most taxes owed to local governments and by local governments. These include real and personal property taxes, alcoholic beverage taxes, hotel motel tax, and sales and use tax and refunds. Current law allows 1% per month (12% annually) to be collected on delinquent taxes. HB960 changes this interest calculation to .542% per-month, based on an annual calculation of the Federal Prime Rate (3.5%) plus

Attachment: HB960 and first read taxation (1702 : Ord Amd OA-2016-06 Chapter 36 Taxation)

3%. This annual interest rate will change when the Federal Reserve announces the new bank prime loan rate each January.

Penalty Fees – Ad Valorem Taxes

Penalty fees on delinquent property taxes change July 1st as well. Current law dictates that a penalty fee of 10% of the principle is assessed after 90 days. HB960 changes this penalty to 5% after 120 days with an additional 5% assessed after each successive 120 days to a maximum of 20% of the principle amount due. See reverse for billing examples with the new interest rate and penalty.

For cities that contract with their county tax commissioner to handle property tax billing and collection, a substantive change occurred in HB960 which may impact future contracts with the county. Under current law, when city property taxes are collected by a tax commissioner, penalty revenue is paid into the county treasury. In contrast, HB960 will require penalties on delinquent property taxes be disbursed by tax commissioners on a pro rata basis to the county and each city which is owed taxes. This statutory change will likely result in a loss of revenue to counties since penalty money will no longer go to county coffers when collected by tax commissioners. GMA anticipates that some county governments and tax commissioners will want to renegotiate property tax collection costs with cities as a result of this statutory change to make up for their decreased revenues.

Other Provisions – Sales Tax Refunds

The bill made other substantial changes to the law regarding information related to large sales tax refunds. "Refunds of local significance" are defined as a sales tax refund that equals 10% or more of a local government's annual sales tax distributions (taken from the previous three years average). The Department of Revenue (DOR) will give notice to a local government designee if a refund of local significance is expected.

*Occupation tax penalties and interest is governed by O.C.G.A. 48-13-21, which calls for a 10% penalty after 90 days and authorizes local governments to set a rate of interest not to exceed 1.5% per month.

Ordinance/Ordinance Amend (ID # 1712)

DRAFT

Amendment

Second Read: Ord Amd OA-2016-05 Chapter 10 Businesses

To amend: **HOURS OF OPERATION OF POOL ROOMS, BILLIARD HALLS, AND SNOOKER PARLORS.**

ORDINANCE AMENDMENT OA-2016-05

AN ORDINANCE TO AMEND CHAPTER 10 BUSINESSES, ARTICLE IX. - POOL ROOMS, BILLIARD HALLS AND SNOOKER PARLORS, SEC. 10-283. HOURS OF OPERATION OF POOL ROOMS, BILLIARD HALLS, AND SNOOKER PARLORS OF THE CODE OF ORDINANCES OF THE CITY OF DALLAS, GEORGIA

- WHEREAS,** the city recognizes a diverse types of businesses are important to the city's economic well-being; **AND**
- WHEREAS,** within the city there has been an increased interest and demand for access to local businesses offering activities and entertainment; **AND**
- WHEREAS,** many individuals seeking local activities and entertainment are employed in occupations with non-conventional shifts, increasing the need for varied hours of operation for such establishments; **AND**
- WHEREAS,** with public perception changing over the time, pool rooms and billiard halls have become an accepted activity, often viewed now as entertainment offered in a non-alcoholic facility; **AND**
- WHEREAS,** The Charter of The City of Dallas, Georgia does allow the Mayor and Council of The City of Dallas, Georgia to adopt Ordinances and/or to amend existing Ordinances; **AND**
- WHEREAS,** The Mayor and Council desire to amend Chapter 10 Businesses, Article IX. – Pool Rooms, Billiard Halls and Snooker Parlors, Sec. 10-283. Hours of operation of pool rooms, billiard halls, and snooker parlors of the Code of Ordinances of the City of Dallas, Georgia, **NOW**

THEREFORE, Be it ordained by the Mayor and Council of the City of Dallas, Georgia, that Part II – The Code of Ordinances, Chapter 10 Businesses, Article IX. – Pool Rooms, Billiard Halls and Snooker Parlors, Sec. 10-283. Hours of operation of pool rooms, billiard halls, and snooker parlors of the Ordinances of the City of Dallas, Georgia, is hereby deleted in its entirety and replaced as follows:

Sec. 10-283. - Hours of operation of pool rooms, billiard halls, and snooker parlors.

- (a) The hours of operation of pool rooms, billiard halls and snooker parlors shall be from 6:00 a.m. to 6:00 a.m. (24 hours per day) for persons 18 years of age and over.
- (b) For all persons under the age of 18 years, the hours of operation shall be 6:00 a.m. to 12:00 midnight (18 hours per day).

SO SHALL IT BE ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DALLAS, GEORGIA THIS THE _____ DAY OF _____, 2016.

Boyd L. Austin, Jr., Mayor

James R. Henson, Council Member

Michael G. Cason, Council Member

L. James Kelly, Council Member

Nancy R. Arnold, Council Member

R. Griffin White, Council Member

Christopher B. Carter, Council Member

Attest: _____
Tina Clark, City Clerk

Attachment: ORD AMD OA-2016-05 Sec 10-283 Pool hall hours (1712 : Ord Amd OA-2016-05 Chapter 10 Businesses)



Dallas City Council

129 East Memorial Drive, Dallas, GA 30132

DRAFT

TO: City Council

From: City Hall, Kendall Smith

Meeting: August 29, 2016 07:00 PM

Friends Walk for Life - 10/22/16 (Annual Request)

Summary:

Annual request - 10/22/16 - refer to attached app

Recommendation:

Financial Impact:

Review:

Kendall Smith Completed 08/23/2016 1:25 PM

Dallas City Council Pending 08/29/2016 7:00 PM

Special Event Application Part II

APPLICANT / EVENT INFORMATION

FOR CITY USE ONLY:
PERMIT #

Application Date: Aug 17, 2016

Company / Organization: Paulding Pregnancy Srvs.

Street Address: 1899 Lake Rd Ste 120

City, State, Zip: Hiram Ga 30141

The City will need an individual named as a 24-hour contact for the event and a 24-hour phone number for the individual. One Alternate Contact is also requested.

Name of Primary Contact: Kelli Massey

Contact's Phone: 770 222-6911 or (cell) 770-403-3501

Contact's Email: centerdir.pps@gmail.com

Name of Alternate Contact: Lynn Rowell

Alternate Contact's Phone: 770-222-6911

Alternate Contact's Email: lynnr.pps@gmail.com

EVENT INFORMATION – Submit ninety (90) days prior to event

Name of Event: Walk for Life

Date of Event: 10-22-16 Time of Event: 9:30 am / pm to 11:00 am / pm

Set-up time: 8:30 Tear down time: 11:00

Event Sponsor: First Baptist of Dallas

Attachment: MX-3100N_20160823_120957 (1713 : Friends Walk for Life)

Please attach additional information as needed

Event Description:

Describe type of your event, purpose of your event, projected attendance (including approximate number of persons and vehicles attending):

Fundraiser with approx. 200 walkers. Vehicles will be parked at FBC of Dallas.

Event Location (include the location of event on property, or the beginning/end of route)

2 mile walk beginning First Baptist Church and ending at same

How do you plan to publicize this event?

Newsletter
Brochures
Facebook

Schedule of the day's events (tentative is acceptable):

8:30- 9:30 Set up
9:30- 10:00 Registration
10:00- 11:00 Walk
11:00- 11:30 tear down
Finished by 12:00 pm.

Will you require road closure? Yes _____ No

If yes, describe the need and allow ninety (90) days processing:

List any electrical needs:

NONE

Is there a copy of the event's Site Plan or Parade Route attached? Yes _____ No

Who is responsible for cleanup? Volunteers and Staff of PRS

Will there be alcohol served or sold? Yes _____ No
 If yes, attach a copy of your permit from the Marshal's Department

Will there be entertainment or music? Yes No _____

Number of certified off-duty police officers scheduled for your event: _____
 Please attach a copy of confirmation from The Dallas Police or Marshal's Department

Will event require a police escort? Yes _____ No
 If yes, attach a copy of your confirmation from The Dallas Police or Marshal's Department

Will any signs / banners be hung? Yes _____ No (only earned)
 If yes, attach a copy of your permit from Planning and Zoning

Will you serve or sell food at this event? Yes _____ No
 If yes, name of caterer: _____ and attach a copy of your permit from Paulding Co. Health Department

Will you be selling products or services at this event? Yes _____ No
 If yes, attach a copy of your Occupation Tax certificate

Is your organization non-profit? Yes No _____
 If yes, attach a copy of non-profit status (Form 501(c) 3).

Will there be fireworks at your event? Yes _____ No
 If yes, attach a copy of your permit from Paulding County Probate

- 1) "Guidelines for Special Events" Reviewed
- 2) Application Part I Reviewed and Initialed
- 3) Application Part II Completed (including any required attachments)
- 4) Save Harmless Agreement Completed (page 4)
- 5) Affidavit Verifying Status for City Public Benefit Completed (page 5)

Signed: *Kevin Massey* Date: 8/17/14

Mail the completed application package, any required attachments and the \$100 non-refundable Special Event Application Fee to:

The City of Dallas
Attention: Office of City Manager
129 East Memorial Drive
Dallas, Ga. 30132
(Checks made payable to the City of Dallas)

SAVE HARMLESS AGREEMENT

Please submit with the Special Event Permit Application

The applicant agrees to defend, pay and save harmless the City of Dallas, Georgia, its officers and employees from any and all claims or lawsuits for personal injury or property damage arising from or in any way connected to the special event; excepting any claims arising solely out of the negligent acts of the City of Dallas, Georgia, its officers and employees.

Approval of this application shall not be construed as imposing upon the City of Dallas, Georgia or its officials or employees any liability or responsibility for any injury or damage to any person in any way connected to the use for which this permit has been issued. The City of Dallas, Georgia and its officials and employees shall not be deemed to have assumed any liability or responsibility by reasons of inspections performed, the issuance of any permit, or the approval of any use of the right-of-way or other public property. Application assumes adherence to federal and state laws and local ordinances.

I agree that the person in charge or the designated contact will keep the Special Event Permit issued, along with a copy of the Special Event Application form, at the site and available for inspection throughout the event. Failure to produce permit may result in fines.

Kelli Massey, director

**Signature of Applicant, if an individual
or Partner or Officer of Corporation**

8/17/14
Date

All information furnished shall be kept in strict confidence by the City of Dallas, Georgia, to the extent allowed by law, and shall be utilized only by the officials of the City of Dallas, Georgia responsible for administering the application. Any false statement in an application for a permit shall be grounds for revocation, denial, and/or denial of future permit applications.

Ordinance/Ordinance Amend (ID # 1714)

DRAFT

Amendment

Consideration of Ord Amd OA-2016-07

Add policy to ordinance for Federal Aid Highway Program Funding - request consideration of emergency passage for GDOT requirements.

ORDINANCE AMENDMENT OA-2016-07
AN ORDINANCE TO AMEND CHAPTER 2 ADMINISTRATION,
ARTICLE IV. DEPARTMENTS, DIVISION 6. PURCHASING DEPARTMENT,
OF THE CODE OF ORDINANCES OF THE CITY OF DALLAS

WHEREAS, The Charter of The City of Dallas, Georgia does allow the Mayor and Council of The City of Dallas, Georgia to adopt Ordinances and/or to amend existing Ordinances; **AND**

WHEREAS, The Mayor and Council recognized an imminent need to revise the monetary thresholds of the Purchasing Department Ordinance and voted unanimously on March 7, 2016 to amend the ordinance; **AND**

WHEREAS, Ordinance Amendment OA-2016-01 was created to amend the city's Purchasing Department Ordinance in order to operate in the best interests of the City of Dallas; **AND**

WHEREAS, The Mayor and Council have now also identified the necessity to include written policies and procedures used to procure architecture and engineering services using Federal-Aid Funds, as part of The Purchasing Department Ordinance;

NOW, THEREFORE, Be it ordained by the Mayor and Council of the City of Dallas, Georgia that Chapter 2 Administration, Article IV. Departments, Division 6. Purchasing Department of the City of Dallas, Georgia Code of Ordinances, is hereby amended to include the following sections:

Sec. 2-236. Effective Date

The effective date of this ordinance shall be August 29, 2016. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Sec. 2-237. City of Dallas Policy for Competitive Negotiation Qualifications-based Selection for Projects Using Federal Aid Highway Program (FAHP) Funding.

Except as provided in (2) and (3) below, the City of Dallas shall use the competitive negotiation method for the procurement of engineering and design related services when FAHP funds are involved in the contract (as specified in 23 U.S.C. 112(b)(2)(A)). The solicitation, evaluation, ranking, selection, and negotiation shall comply with the qualifications-based selection procurement procedures for architectural and engineering services codified under 40 U.S.C. 1101–1104, commonly referred to as the Brooks Act.

In accordance with the requirements of the Brooks Act, the following procedures shall apply to the competitive negotiation procurement method:

(I.) Solicitation.

The solicitation process shall be by public announcement, public advertisement, or any other public forum or method that assures qualified in-State and out-of-State consultants are given a fair opportunity to be considered for award of the contract. Procurement procedures may involve a single step process with issuance of a request for proposal (RFP) to all interested consultants or a multiphase process with issuance of a request for statements or letters of interest or qualifications (RFQ) whereby responding consultants are ranked based on qualifications and request for proposals are then provided to three or more of the most highly qualified consultants. Minimum qualifications of consultants to perform services under general work categories or areas of expertise may also be assessed through a prequalification process whereby statements of qualifications are submitted on an annual

basis. Regardless of any process utilized for prequalification of consultants or for an initial assessment of a consultant's qualifications under an RFQ, a RFP specific to the project, task, or service is required for evaluation of a consultant's specific technical approach and qualifications.

(II.) Request for Proposal (RFP).

The RFP shall provide all information and requirements necessary for interested consultants to provide a response to the RFP and compete for the solicited services. The RFP shall:

- (A) Provide a clear, accurate, and detailed description of the scope of work, technical requirements, and qualifications of consultants necessary for the services to be rendered. The scope of work should detail the purpose and description of the project, services to be performed, deliverables to be provided, estimated schedule for performance of the work, and applicable standards, specifications, and policies;
- (B) Identify the requirements for any discussions that may be conducted with three (3) or more of the most highly qualified consultants following submission and evaluation of proposals;
- (C) Identify evaluation factors including their relative weight of importance in accordance with subparagraph (a)(1)(iii) of this section;
- (D) Specify the contract type and method(s) of payment to be utilized in accordance with § 172.9;
- (E) Identify any special provisions or contract requirements associated with the solicited services;
- (F) Require that submission of any requested cost proposals or elements of cost be in a concealed format and separate from technical/qualifications proposals as these shall not be considered in the evaluation, ranking, and selection phase; and
- (G) Provide a schedule of key dates for the procurement process and establish a submittal deadline for responses to the RFP which provides sufficient time for interested consultants to receive notice, prepare, and submit a proposal, which except in unusual circumstances shall be not less than 14 days from the date of issuance of the RFP.

(III.) Evaluation Factors.

- (A) Criteria used for evaluation, ranking, and selection of consultants to perform engineering and design related services must assess the demonstrated competence and qualifications for the type of professional services solicited. These qualifications-based factors may include, but are not limited to, technical approach (e.g., project understanding, innovative concepts or alternatives, quality control procedures), work experience, specialized expertise, professional licensure, staff capabilities, workload capacity, and past performance.
- (B) Price shall not be used as a factor in the evaluation, ranking, and selection phase. All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria.
- (C) In-State or local preference shall not be used as a factor in the evaluation, ranking, and selection phase. State licensing laws are not preempted by this provision and professional licensure within a jurisdiction may be established as a

requirement which attests to the minimum qualifications and competence of a consultant to perform the solicited services.

(D) The following non-qualifications based evaluation criteria are permitted under the specified conditions and provided the combined total of these criteria do not exceed a nominal value of ten percent of the total evaluation criteria to maintain the integrity of a qualifications-based selection:

(1) A local presence may be used as a nominal evaluation factor where appropriate. This criterion shall not be based on political or jurisdictional boundaries and may be applied on a project-by-project basis for contracts where a need has been established for a consultant to provide a local presence, a local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, given the nature and size of the project. If a consultant outside of the locality area indicates as part of a proposal that it will satisfy the criteria in some manner, such as establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.

(2) The participation of qualified and certified Disadvantaged Business Enterprise (DBE) sub-consultants may be used as a nominal evaluation criterion where appropriate in accordance with 49 CFR Part 26 and the City of Dallas's FHWA-approved DBE program.

(IV.) Evaluation, Ranking, and Selection.

(A) Consultant proposals shall be evaluated by the City of Dallas based on the criteria established and published within the public solicitation.

(B) While the contract will be with the prime consultant, proposal evaluations shall consider the qualifications of the prime consultant and any sub-consultants identified within the proposal with respect to the scope of work and established criteria.

(C) Following submission and evaluation of proposals, the City of Dallas shall conduct interviews or other types of discussions determined three of the most highly qualified consultants to clarify the technical approach, qualifications, and capabilities provided in response to the RFP. Discussion requirements shall be specified within the RFP and should be based on the size and complexity of the project as defined in City of Dallas written policies and procedures (as specified in § 172.5(c)). Discussions may be written, by telephone, video conference, or by oral presentation/interview. Discussions following proposal submission are not required provided proposals contain sufficient information for evaluation of technical approach and qualifications to perform the specific project, task, or service with respect to established criteria.

(D) From the proposal evaluation and any subsequent discussions which have been conducted, the City of Dallas shall rank, in order of preference, at least three consultants determined most highly qualified to perform the solicited services based on the established and published criteria.

(E) Notification must be provided to responding consultants of the final ranking of the three most highly qualified consultants.

(F) The City of Dallas shall retain acceptable documentation of the solicitation, proposal, evaluation, and selection of the consultant accordance with the provisions of 49 CFR 18.42.

(V.) Negotiation.

(A) Independent estimate. Prior to receipt or review of the most highly qualified consultant's cost proposal, the City of Dallas shall prepare a detailed independent estimate with an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct costs, and consultant's fixed fee for the defined scope of work. The independent estimate shall serve as the basis for negotiation and ensuring the consultant services are obtained at a fair and reasonable cost.

(B) Elements of contract costs (e.g., indirect cost rates, direct salary or wage rates, fixed fee, and other direct costs) shall be established separately in accordance with § 172.11.

(C) If concealed cost proposals were submitted in conjunction with technical/qualifications proposals, only the cost proposal of the consultant with which negotiations are initiated may be considered. Concealed cost proposals of consultants with which negotiations are not initiated should be returned to the respective consultant due to the confidential nature of this data (as specified in 23 U.S.C. 112(b)(2)(E)).

(D) The City of Dallas shall retain documentation of negotiation activities and resources used in the analysis of costs to establish elements of the contract in accordance with the provisions of 49 CFR 18.42. This documentation shall include the consultant cost certification and documentation supporting the acceptance of the indirect cost rate to be applied to the contract (as specified in § 172.11(c)).

(2) Small Purchases.

The small purchase method involves procurement of engineering and design related services where an adequate number of qualified sources are reviewed and the total contract costs do not exceed an established simplified acquisition threshold. The City of Dallas may use the State's small purchase procedures which reflect applicable State laws and regulations for the procurement of engineering and design related services provided the total contract costs do not exceed the Federal simplified acquisition threshold (as specified in 48 CFR 2.101). When a lower threshold for use of small purchase procedures is established in State law, regulation, or policy, the lower threshold shall apply to the use of FAHP funds. The following additional requirements shall apply to the small purchase procurement method:

(I.) The scope of work, project phases, and contract requirements shall not be broken down into smaller components merely to permit the use of small purchase procedures.

(II.) A minimum of three consultants are required to satisfy the adequate number of qualified sources reviewed.

(III.) Contract costs may be negotiated in accordance with State small purchase procedures; however, the allow ability of costs shall be determined in accordance with the Federal cost principles.

(IV.) The full amount of any contract modification or amendment that would cause the total contract amount to exceed the established simplified acquisition threshold would be ineligible for Federal-aid funding. The FHWA may withdraw all Federal-aid from a contract if it is modified or amended above the applicable established simplified acquisition threshold.

(3) Noncompetitive.

The noncompetitive method involves procurement of engineering and design related services when it is not feasible to award the contract using competitive negotiation or small purchase procurement methods. The following requirements shall apply to the noncompetitive procurement method:

(I.) The City of Dallas may use their own noncompetitive procedures which reflect applicable State and local laws and regulations and conform to applicable Federal requirements.

(II.) The City of Dallas shall establish a process to determine when noncompetitive procedures will be used and shall submit justification to, and receive approval from, the FHWA before using this form of contracting.

(III.) Circumstances under which a contract may be awarded by noncompetitive procedures are limited to the following:

(A) The service is available only from a single source;

(B) There is an emergency which will not permit the time necessary to conduct competitive negotiations; or

(C) After solicitation of a number of sources, competition is determined to be inadequate.

(IV.) Contract costs may be negotiated in accordance with the City of Dallas noncompetitive procedures; however, the allow ability of costs shall be determined in accordance with the Federal cost principles.

Additional Procurement Requirements.(1) Common Grant Rule.

(I.) The City of Dallas must comply with procurement requirements established in State and local laws, regulations, policies, and procedures which are not addressed by or in conflict with applicable Federal laws and regulations (as specified in 49 CFR 18.36).

(II.) When State and local procurement laws, regulations, policies, or procedures are in conflict with applicable Federal laws and regulations, the City of Dallas must comply with Federal requirements to be eligible for Federal-aid reimbursement of the associated costs of the services incurred following FHWA authorization (as specified in 49 CFR 18.4).

(2) Disadvantaged Business Enterprise (DBE) program.

(I.) The City of Dallas shall give consideration to DBE consultants in the procurement of engineering and design related service contracts subject to 23 U.S.C. 112(b)(2) in accordance with 49 CFR part 26. When DBE program participation goals cannot be met through race-neutral measures, additional DBE participation on engineering and design related services contracts may be achieved in accordance with the City of Dallas's FHWA approved DBE program through either:

(A) Use of an evaluation criterion in the qualifications-based selection of consultants (as specified in § 172.7(a)(1)(iii)(D)); or

(B) Establishment of a contract participation goal.

(II.) The use of quotas or exclusive set-asides for DBE consultants is prohibited (as specified in 49 CFR 26.43).

(3) Suspension and Debarment.

The City of Dallas must verify suspension and debarment actions and eligibility status of consultants and sub-consultants prior to entering into an agreement or contract in accordance with 49 CFR 18.35 and 2 CFR part 180.

Secs. 2-238.—2-261. - Reserved.

SO SHALL IT BE ADOPTED AND ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF DALLAS, GEORGIA, THIS ____ DAY OF _____, 20__.

Boyd L. Austin, Jr., Mayor

James R. Henson, Council Member

Michael G. Cason, Council Member

L. James Kelly, Council Member

Nancy R. Arnold, Council Member

R. Griffin White, Council Member

Christopher B. Carter, Council Member

Attest: _____
Tina Clark, City Clerk

Attachment: ORD AMD OA-2016-07 Purchasing - to add policy (1714 : Ord Amd OA-2016-07 Chapter 2 Administration)