



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • NOVEMBER 22, 2021

Regular Meeting

Webex

6:00 PM

Online Meeting Via WEBEX, Kingsland, GA 31548

I. CALL TO ORDER AND WELCOME GUESTS

II. ROLL CALL

Charles Grayson Day Jr.
James W Galloway
Farran Fullilove
Kristy Chance
Alex Blount

Mayor
Councilman
Councilman
Councilwoman
Mayor Pro Tem

III. INVOCATION AND PLEDGE TO THE FLAG

IV. CONSENT DOCKET

- A. Approve the Council Minutes of the last regular Council Meeting
- B. Approve the Agenda as Presented
- C. Approve the Payments of Accounts Payable as Due and Funds Available

V. GRANTING AUDIENCE TO THE PUBLIC

VI. OLD BUSINESS

VII. NEW BUSINESS

- 1. Approval Of: Datatrend Agreement - Technical Support for VMware -
Staff recommends approval.
- 2. Approval Of: Scrubby Bluff Road Change Order -
Additional 256 tons of 12.5 MM of asphalt needed to complete the project based on the specifications.
Staff recommends approval.

3. Bid Award: Camden Woods Parkway Surveying Services for Proposed Water and Sewer Improvements -

VIII. MAYOR AND COUNCIL ANNOUNCEMENT

IX. ADJOURNED



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 11/22/21 06:00 PM
Department: Information Technology
Category: Agreement
Prepared By: Jean Seigler
Initiator: Kevin Foddrell
Sponsors:

AGENDA ITEM (ID # 3718)

DOC ID: 3718

Approval Of: Datatrend Agreement - Technical Support for VMware

Staff recommends approval.



Datatrend Technologies, Inc.

121 Cheshire Lane, Suite 700, Minnetonka, MN 55305 | 952-931-1203 | www.datatrend.com

Statement of Work

for

City of Kingsland

Customer Care Support

October 22, 2021

Presented By:
Tom Harris
tom.harris@datatrend.com
612-747-8824

Prepared For:
Kevin Foddrell
kfoddrell@kingslandgeorgia.com
912-729-8209

Document ID #: 10140CoK_A_001v3

Offer is valid until November 30, 2021.

Confidentiality Notice: This Statement of Work ("SOW") may contain non-public, confidential information and shall neither be disclosed outside of City of Kingsland nor be duplicated, used or disclosed in whole or in part by City of Kingsland except to evaluate the services described herein. This restriction does not limit the right to use the information contained in this SOW if it is obtained from another source without confidentiality restrictions.

Attachment: VMWare Agreement 2021 (3718 : Approval Of: Datatrend Agreement)



1. SOW Revision History

Date	By	Description of Revision
6/21/2021	Linda Wells	Initial release
7/26/2021	Linda Wells	Refreshed the date and doc id. Updated expiration date to August 31, 2021.
10/22/2021	Linda Wells	Refreshed the date and doc id. Updated expiration date to November 30, 2021.

2. Summary

City of Kingsland ("Client") has engaged Datatrend Technologies, Inc. ("Datatrend") to provide break/fix and consulting services (the "Services") for the components of the Client's environment indicated below. Up to 20 hours of support will be provided, in accordance with the rates and terms indicated herein.

The Services provided under this SOW shall be governed by the terms of the Master Services Agreement which can be found at: https://datatrend.com/assets/71e6a07b-b9db-4cd7-b276-e086877aff9d/Datatrend_Master_Services_Agreement.pdf (the "Agreement"). By signing this SOW, Client agrees to be bound by the aforementioned online terms and conditions. Any third-party products, software, or subscription services applicable to the Services under this SOW are subject to the terms and conditions of the third-party manufacturer or licensor.

3. Scope of Work

- a) Provide break/fix and consulting services for Client's VMware environment for issues around the following:
 - I. vCenter
 - II. vSphere
 - III. Virtual Networking/Port Groups

4. Deliverables

- a) Documentation (e.g. configuration changes, topology diagrams, recommendations, etc.) pertaining to the Services may be available upon request. Client shall be invoiced for the time expended by Datatrend to construct such documentation.

Unless otherwise stated, any documentation deliverables shall be provided in electronic format.

5. Exclusions

Datatrend is only responsible for completing the Services listed in the above Scope of Work. Services requested outside the Scope of Work may be subject to additional charges. The following are expressly excluded from the scope of this SOW:

- a) Physical network configuration issues
- b) Non-virtualized server issues
- c) Storage issues not related to the VMware installation
- d) Power infrastructure issues/concerns
- e) Tasks (e.g. configuration, upgrades, or troubleshooting of third-party applications) which are unrelated to the components of the Client's environment selected above
- f) On call/standby availability arrangements

6. Client Responsibilities



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Client shall be responsible for:

- a) Identifying a primary point of contact with overall responsibility for the Services who will assist with managing Client's obligations under this SOW and to whom project communications can be addressed.
- b) Supplying timely access to Client's subject matter experts and business stakeholders as may be required for Datatrend to obtain sufficient information pertaining to the Services. Failure of Client to provide timely responses to requests for information may result in delays to the Services.
- c) Providing sufficient access to Client's environment as necessary, including VPN access where appropriate for any Services provided remotely.
- d) Providing user ID's and passwords to be used by Datatrend engineer(s), if required.
- e) Validating that a full backup of the affected system(s) is completed prior to commencement of the Services. Datatrend cannot be held responsible for loss of data on Client's systems due to Client's failure to maintain sufficient backups.
- f) Supplying power, network availability, and environmental requirements (e.g. rack space) prior to commencement of the Services.
- g) Insuring any/all Client-owned equipment and verifying any effects to their insurance coverage/policy which may result from the Services contemplated herein.
- h) Maintaining active maintenance contracts for deployed hardware, software, and subscription services.
- i) Compliance with all applicable laws, rules and regulations pertaining to Client with respect to the Services, including any import/export laws and tax requirements.
- j) Fulfilling its obligations in this section at no charge to Datatrend.

7. Assumptions

- a) **All Services shall be performed remotely.**
- b) The Services provided in this SOW are limited to best effort break/fix and consulting services, including but not limited to minor repairs, upgrades, and installations. These Services do not constitute, and are not intended to supply, managed services, staff augmentation, or complex implementations (e.g. multi-day/complex infrastructure deployments, etc.). Datatrend reserves the right to evaluate and apportion requests for Services at its discretion and may present Client with a separate SOW to address service requests outside the capacity of this contract. Support requests estimated to require four (4) hours or more in service time may be documented and scheduled under a separate SOW.
- c) Scheduling for support tasks is subject to Datatrend resource availability and shall be mutually arranged between Datatrend and Client in advance.
- d) Datatrend is not responsible for providing any project management under this SOW. The Datatrend engineer(s) shall work at Client's direction for the requested tasks.
- e) Services under this SOW shall commence on a mutually agreeable date after this SOW is fully executed.
- f) Where feasible, Services shall be provided during standard business hours, defined as Monday through Friday, 8:00am-5:00pm in Client's time zone, excluding nationally observed holidays.
- g) Any knowledge transfer provided under this SOW does not constitute formal product training and shall not result in certifications of any kind.
- h) The pricing listed in this SOW is for the Services only and is not inclusive of any hardware, software, or subscription services costs. Client shall be responsible for payment, fees, and applicable tax pertaining to any hardware, software, and subscription services necessary for this engagement, excluding the industry-standard equipment Datatrend provides to its own engineers.
- i) Datatrend engineers are not licensed electrical contractors and, as such, all advisory information should be evaluated by appropriately licensed professionals. Any electrical advice provided is for informational/consultative purposes and is in no way intended to replace the recommendations of a licensed electrical contractor or facilities engineer.
- j) Datatrend reserves the right to use any of its affiliates or subcontractors in any role within this SOW as it may deem appropriate and Client hereby consents to such use. Notwithstanding, Datatrend shall

Attachment: VMWare Agreement 2021 (3718 : Approval Of: Datatrend Agreement)



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remain fully responsible for the acts and omissions of any affiliates or subcontractors it retains hereunder.

- k) If task assignment requires Datatrend to work directly with a third party, effort spent facilitating communication with that party is considered billable work. Datatrend cannot be responsible for the acts, omissions, or timeliness of responses from third parties, nor can Datatrend be liable for any defects, incompatibility or performance issues resulting from any technology solutions designed by, or purchased from, a third party.
- l) Any effort associated with implementing changes to Datatrend's systems to support specific Client requests is considered to be billable work and any expense associated with such a request will be handled as an additional project expense.

8. Protected Information Disclosure

Datatrend does not expect to create, receive, maintain, store, or transmit any regulated or personally identifiable information (PII) during the course of the Services. Client agrees not to place or allow any regulated data or content within the Services that require or impose any legal or regulatory compliance by Datatrend.

9. Security Systems Disclosure

Client shall be responsible for the ongoing governance and security of their environment without limitation and shall be responsible for applying appropriate security controls required to protect and maintain their infrastructure. Client acknowledges that they are accountable for compliance with any regulations or industry standards that may be applicable to Client and may not transfer associated risk to Datatrend.

10. Pricing and Payment Terms

Prepaid Block of Hours: SIS presents a fixed fee for up to twenty (20) hours of Services. Client shall be invoiced upon execution of this SOW, and hours utilized shall be deducted from the prepaid amount at the rates and increments described below. Net payment term is thirty (30) days.

Description	Price
Customer Care Support Hours (up to 20 Hours)	\$4,000.00
Services Total	\$4,000.00

- a) Hours for Services shall be deducted from the above amount at the following rates:
 - o **\$200/hr.** for support provided during standard business hours
 - o **\$375/hr.** for support provided outside of standard business hours
- b) Services time for remote work shall be deducted in a minimum of 1/2-hour increments per day; remote Services time exceeding 1/2-hour shall be deducted as actuals in .25-hour increments.
- c) Standard business hours are defined as Monday through Friday, 8:00am-5:00pm in Client's time zone, excluding nationally observed holidays.

Expenses:

Expenses for reasonable and appropriate project-related materials shall be invoiced to Client as incurred. These items may include but are not limited to, tools, office supplies, and miscellaneous equipment which may be required for the performance of the Services.

11. Project Change Procedure



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The following steps provide a detailed process to follow if a change to this SOW is required:

- a) A Project Change Request (PCR) will be the vehicle for communicating the change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the project.
- b) Client's point of contact will review the proposed change with Datatrend and approve it for further investigation or reject it. The investigation will determine the effect that the implementation of the PCR change will have on price, schedule and other terms and conditions of this SOW.
- c) The PCR must be signed by both parties prior to the implementation of the changes.

12. Term and Termination

This SOW shall be considered complete upon the earlier of the following:

- a) This SOW has been terminated by Datatrend or Client pursuant to the terms of the Agreement. In absence of such SOW termination provisions within the Agreement, the following shall apply:
 - i. Either party may terminate this SOW for convenience upon written notice. Datatrend reserves the right to invoice Client for costs incurred (e.g. airfare/hotel reservation cancellation fees) as a result of Client's termination of this SOW for convenience.
 - ii. Either party may terminate this SOW upon written notice in the event the other party has failed to fulfill their material obligations as specified herein and has not cured such breach within thirty (30) days of the non-breaching party's request.
 - iii. All Services provided up to the date of termination shall be due and payable.
- b) This SOW reaches its one (1) year anniversary from the last date of signature, unless the parties agree in writing to extend the term of the SOW.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES ON FOLLOWING PAGE]

Attachment: VMWare Agreement 2021 (3718 : Approval Of: Datatrend Agreement)



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13. Acceptance

This SOW, shall upon execution by both parties below, constitute the complete and exclusive understanding between Datatrend and Client with respect to the Services described herein. Datatrend hereby expressly rejects all additional or different terms, including but not limited those which may be listed on Client's PO (if any). Unless and until the mutual execution of this SOW, neither party shall have any obligation to the other hereunder. The commitments, including pricing, offered by Datatrend herein are predicated on such execution prior to the expiration of the offer as designated on the cover page hereof. In the event this SOW is signed by Client after said offer expiration, Datatrend reserves the right to (i) reject the signed SOW, (ii) present an updated SOW version for Client's signature, or (iii) execute the signed SOW at its sole discretion.

The parties hereby acknowledge that they have read and accept this SOW and all attachments hereto. The undersigned further represent that they are duly authorized to sign on behalf of the respective entities.

Datatrend Technologies, Inc.
121 Cheshire Lane
Suite 700
Minnetonka, MN 55305

City of Kingsland
107 S Lee Street
Kingsland, GA 31548

DocuSigned by:
Signature: Karen Smallwood
FD6598FB840A4D2...
Name: Karen Smallwood
Title: Director of Contracts & Compliance
Date: 11/10/2021

Signature: _____
Name: Lee Spell
Title: _____
Date: _____

Please return all pages of the signed SOW to Kerry McGrain contractscompliance@convergetp.com.

Attachment: VMWare Agreement 2021 (3718 : Approval Of: Datatrend Agreement)



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 11/22/21 06:00 PM
Department: Finance
Category: Change Order
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:

AGENDA ITEM (ID # 3717)

DOC ID: 3717

Approval Of: Scrubby Bluff Road Change Order

Additional 256 tons of 12.5 MM of asphalt needed to complete the project based on the specifications.

Staff recommends approval.

East Coast Asphalt LLC

7.2.a

822 RC Drive, Douglas, GA. 31535 / Phone: 912-384-8114 / FAX: 912-384-9665 / Email: 2rcc@windstream.net

ECA# 21-030

**Proposed CO 1 - Add Patching
Roadway Rehab / RFP# COK 21-022
(Mill / Leveling / Overlay)
Owner: City of Kingsland, GA
Date: 11-15-21
Attention: Ron Knox, Public Works**

Exhibit C: Scrubby Bluff Rd. - Mill/Level/Resurface 2.6 Miles

ITEM	DESCRIPTION	Remaining Qty	UNIT	UNIT COST	TOTAL
1	Total for Work Described on Exhibit C	1.00	LS	\$ 357,726.40	\$ 357,726.
Total Exhibit C:					\$ 357,726.

Proposed CO 1: Add 1.5" Patching for locations shown as Milled areas on Exhibit C

ITEM	DESCRIPTION	Remaining Qty	UNIT	UNIT COST	TOTAL
1	Total for Additional 256 Tons of 12.5 MM Superpave Asphalt - Used as Patching on Areas shown as milled areas in Exhibit C	1.00	LS	\$ 24,120.00	\$ 24,120.
Total Proposed CO 1					\$ 24,120.

New Contract Amount with CO #1:	\$ 381,846.
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Notes:

- 1 Thanks for the opportunity to quote this work.

East Coast Asphalt LLC is a GDOT Prequalified Contractor # 12961

Attachment: City of Kingsland - Scrubby Bluff RD Change Order 1 (3717 : Approval Of: Scrubby Bluff Road Change Order)



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 11/22/21 06:00 PM
Department: Finance
Category: Bid Award
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:

AGENDA ITEM (ID # 3716)

DOC ID: 3716

Bid Award: Camden Woods Parkway Surveying Services for Proposed Water and Sewer Improvements

Bid Tabulation
RFP #COK 21-046

Surveying Along Camden Woods Parkway for Water and Sewer Improvements
Tuesday, November 9, 2021 @ 2:00 PM

Vendor	Option A	Option B	Start Date	Completion Date
Berry & Associates Peachtree City, GA	N/A	\$98,000.00		10 Weeks from NTP
Surveying and Mapping, LLC Atlanta, GA	N/A	\$100,675.00	Dec. 13, 2021	Feb. 11, 2022
Bennett Surveying, Inc. Kingsland, GA	N/A	\$113,300.00		Completed within a mutual acceptable schedule
Land Engineering, Inc. McDonough, GA	N/A	\$115,000.00	Dec. 13, 2021	Feb. 11, 2022
Patterson & Dewar Norcross, GA	\$92,500.00	\$125,200.00	Dec. 6, 2021	Jan. 14, 2022 (Option A) Jan. 28, 2022 (Option B)

*Request for Proposal was advertised on City of Kingsland, GA Procurement Registry and GMA Websites