



City of Fairburn  
56 Malone Street  
Fairburn, GA 30213  
July 22, 2019 @ 6:00 PM

### **WORKSHOP AGENDA**

- |      |   |  |
|------|---|--|
| I.   | Meeting Called to Order:  | The Honorable Elizabeth Carr-Hurst, Mayor  |
| II.  | Roll Call   | Shana T. Moss, Interim City Clerk  |
| III. | Presentations:  |  |
|      | 1. Mrs. Igna Kennedy  | South Fulton Comprehensive Transportation<br>Plan Stakeholder and Public Involvement |
|      | 2. Ms. Mary Darby   | The Collaborative Firm   |
|      | Update/Rewrite of the city's existing zoning ordinance and official zoning map. |  |
| IV.  | Discussions:  | Councilmembers   |
| V.   | Review of Agenda Items for Council Session                                      | Councilmembers   |
| VI.  | Adjournment   | Councilmembers   |

## **City Council Work Session ♦ July 22, 2019**

### **Department: Community Development, Planning and Zoning Office**

#### **Presentation by Mary Darby, Director of Planning, Collaborative Firm**

On February 11, 2019, the City Council approved a task order for the Collaborative Firm to provide services related to the update/rewrite of the city's existing zoning ordinance and official zoning map. Since the approval of the task order, the Collaborative Firm has held four Zoning Ordinance Rewrite Steering Committee meetings: Wednesday, March 13<sup>th</sup>, Tuesday, April 9<sup>th</sup>, Thursday, May 9<sup>th</sup> and Thursday, May 30<sup>th</sup> and an Open House on Tuesday, July 9<sup>th</sup>. Currently, the zoning ordinance is in the draft phase and Staff along with the Collaborative Firm is reviewing and finalizing the zoning ordinance for adoption.

Mary Darby will highlight the actions and recommended changes to the zoning ordinance which will include:

1. Why the zoning ordinance required updating?
2. How this update impacts the communities by districts/neighborhoods.
3. The compatibility of the future land use and zoning ordinance maps
4. Zoning districts:
  - New Districts: Accessory Dwelling Units (ADUs), RM-12 (Multi-family Residential) DTMU (Downtown Mixed Use) and PO (Park and Open space)
  - Revised Districts: RM-36 (Multi-family Residential District)
  - Deleted districts: DP-6 (Two-family Residential District), RM-4 (Multi-family Residential), RM-8 (Multi-family Residential), PS (Public Service), DC-1 (Historic Downtown Commercial), and DC-2 (Downtown Commercial)
5. Moratorium on Drive-through Fast Food Restaurants within the Highway 74 Overlay District
6. Update to the definition section
7. Smaller lot areas recommended for single-family districts to reduce non-conformity
8. Update to the Art and Architectural Advisory Committee Ordinance
9. Removal of M-1 (Light Industrial) and M-2 (Heavy Industrial) districts as an allowable use in PD (Planned Development) zoning district
10. New layout of ordinance for ease read and usability with graphics and tables for residential districts
11. Review Zoning Map updates
12. The addition of "lot size" as a criteria in the appeal section.
13. The addition of lot coverage in the zoning ordinance for all districts.
14. Changes to the development standards, building form, yard setbacks in the residential districts
15. The expansion of the historic district node in Highway 29 Overlay District





CITY OF FAIRBURN  
City Hall  
56 Malone Street  
Fairburn, GA 30213  
July 22, 2019 @ 7:00 PM

### Regular Agenda

## *The Honorable Mayor Elizabeth Carr-Hurst, Presiding*

The Honorable Mayor Pro-Tem Linda J. Davis  
The Honorable Pat Pallend  
The Honorable Ulysses J. Smallwood

The Honorable Alex Heath  
The Honorable Hattie Portis-Jones  
The Honorable James Whitmore

Mr. Randy Turner

City Attorney

I. Meeting Called to Order:

The Honorable Mayor Carr-Hurst

II. Roll Call:

Shana T. Moss  
Interim City Clerk

III. Invocation:

Pastor Douglas Thompson  
Harvest Rain International

IV. Pledge of Allegiance:

In Unison

V. Presentations:

None

VI. Public Comments: Thirty (30) minutes shall be available for public comments. Each speaker shall be limited to three (3) minutes; however, a speaker may transfer his or her three (3) minutes to another speaker, but no speaker shall be permitted to speak for more than (6) minutes; further in the event, if more than ten (10) speakers desire to speak, each speaker shall be limited to two (2) minutes and no speaker may speak more than four (4) minutes. Issues raised at this time are generally referred to the City Administrator for review. Responses will be provided at a later date.

VII. Adoption of the Council Agenda:

Councilmembers

VIII. Adoption of Consent Agenda Items:

Councilmembers

IX. Adoption of City Council Minutes: (June 10, 2019)

Councilmembers

X. Public Hearing:  
**Planning and Zoning**

Ms. Tarika Peeks

**Rezoning 19RZ-005-City of Fairburn.** For the Mayor and City Council to review and consider the rezoning of +/-0.953 acres of City owned property adjacent to the Clorox Warehouse facility on Creekwood Road from AG-1 (Agricultural District) to M-1(Light Industrial District).

XI. Agenda Items:

1. **Office of the Mayor**

Mayor Elizabeth Carr-Hurst

Tyler Technologies. For Mayor and Council to approve the agreement for the migration of Incode and Utility Billing Software.

2. **Office of the City Clerk**

Ms. Shana T. Moss

Fulton County Department of Registration & Elections. For Mayor and Council to approve the Invoice and Intergovernmental Agreement for the Provision of Election Services between Fulton County and the City of Fairburn

3. **Finance Department**

Ms. Angela Jackson

Approval of 6 (six) Budget Amendments. For Mayor and Council to approve six budget amendments in the amount of \$20,000 and an appropriation of TSPLOST revenue in the amount of \$356,930.

4. **Parks and Recreation**

Ms. Chapin Payne

For Mayor and Council to review and approve the Usage Agreement between City of Fairburn Parks and Recreation Department and Soccer in the Streets, Inc. This agreement will provide a sports-based youth development program to children and families in the City of Fairburn.

5. **Community Development**

Mr. Lester Thompson

Approval of Contract Award for Professional Engineering & Landscape Architectural Services with Pond & Company. For Mayor and Council to approve a contract with Pond & Company for On-Call Professional Engineering & Landscape Architectural Services.

6. **Engineering/Public Works**

Mr. Lester Thompson

Approval of Contract Award for On-Call Construction Management Services with Moreland Altobelli Associates, Inc.



**7. Engineering**

Mr. Lester Thompson

Ratification of the Right-of-Way Mowing and Maintenance Agreement with the Georgia Department of Transportation.

**8. Engineering**

Mr. Lester Thompson

Approval of South Fulton CID Board Member. For Mayor and Council to approve, Mr. Aaron Phillips as the City of Fairburn's appointment to the South Fulton CID Board.

**9. Utility (Water & Sewer)**

Mr. Lester Thompson

Approval of Task Order #135 with Integrated Science & Engineering for Renaissance Parkway Sanitary Sewer Outfall Construction Phase Services.

**10. Engineering**

Mr. Lester Thompson

Approval of 2019 LMIG/TSPLOST Road Improvements Project Contract Award. For Mayor and Council to approve the 2019 LMIG/TSPLOST Road Improvement Project Contract Award with ShepCo Paving, Inc. for an amount of \$544,893.71.

**11. Water and Sewer**

Mr. Lester Thompson

Approval of the Renaissance Parkway Sanitary Sewer Outfall Project Contract Award. For Mayor and Council to approve the Renaissance Parkway Sanitary Sewer Outfall Project Contract Award with Crawford Grading & Pipeline, Inc for an amount of \$310,615.00

XII. Council Comments

Councilmembers

XIII. Executive Session

None

XIV. Adjournment

Councilmembers

\*When an Executive Session is required, one will be called for the following issues:

(1) Personnel (2) Real Estate or (3) Litigation.





Mayor and Council Meeting Minutes  
June 10, 2019  
City Hall  
7:00 PM

- I. The meeting was called to order by the Honorable Mayor Elizabeth Carr-Hurst at 7:00 pm.
- II. Roll Call was taken by Interim City Clerk, Shana T. Moss with the following members present:

Mayor Elizabeth Carr-Hurst

Mayor Pro-Tem Linda J. Davis  
Councilman Pat Pallend  
Councilman Ulysses J. Smallwood

Councilman Alex Heath  
Councilwoman Hattie Portis-Jones  
Councilman James Whitmore

The attendance of Mayor and Council constituted a quorum and the meeting proceeded.

- III. The invocation was given by Reverend Deris Coto of First Baptist Church of Fairburn, GA.
- IV. The Pledge of Allegiance was recited in unison.
- V. Presentations: Mayor Carr-Hurst introduced two new city employees.  
Ms. Angela Jackson, Director of Finance. Ms. Jackson has over 20+ years in the area of Finance.  
Mr. Lee Hauesler, Interim Public Works Director. Mr. Hauesler has over 27 years of experience.
- VI. Public Comments:
  1. Ms. Janey Storey spoke regarding Lester Cemetery on Senoia Road. Ms. Storey stated the descendants conducted a clean up at the cemetery and it was very successful. She thanked Mayor Pro-Tem Davis and Councilman Whitmore for being present.
  2. Mr. Thomas W. Chochran stated he feels Fairburn has a quota system for citations. Fairburn is noted for being a speed trap city and the police department gives out unnecessary tickets.
- VII. Adoption of the Council Agenda. The motion to approve was made by Councilman Heath with the second provided by Councilman Whitmore. Vote: 6-0 (Motion Carried).
- VIII. Adoption of the Consent Agenda. The motion to approve was made by Councilman Pallend with the second provided by Councilman Whitmore. Vote: 6-0 (Motion Carried).

**Consent Agenda Items #:**

**1. Fairburn Police Department**

Chief Stoney Mathis

A. Creation of Volunteer Police Department Reserve Unit. The Police Department requested authorization to implement a four officer Reserve Unit. The unit will be primarily responsible for Court security.

B. Speed limit reduction on Meadow Glen Parkway. The Police Department requested that the speed limit on Meadow Glen Parkway be reduced from 35 mph to 25 mph.

**2. Office of the City Clerk**

Ms. Shana T. Moss

2019 General Election Qualifying Dates for the General Election in November. Mayor and Council designated through resolution Qualifying Dates for Monday August 19, 2019; Tuesday August 20, 2019 and Wednesday August 21, 2019 as official qualifying dates for the city's three council seats.

**3. Office of the Mayor**

Mayor Elizabeth Carr-Hurst

MEAG Power. Approved Mayor Elizabeth Carr-Hurst as a voting delegate and Mayor Pro-Tem Linda J. Davis as an alternate.

**4. Office of the Mayor**

Mayor Elizabeth Carr-Hurst

Mayor and Council approved an ordinance for a six-month moratorium on various land use applications for drive-through fast food restaurants within the Highway 74 Overlay District.

- IX. Adoption of the City Council Minutes. The motion to adopt the minutes from the May 13<sup>th</sup>, 2019 meeting was made by Councilman Heath and the second was provided by Councilman Smallwood.

Vote: 6-0 (Motion Carried).

- X. Adoption of Executive Session Minutes. The motion to approve the Executive Session minutes from the May 13<sup>th</sup>, 2019 meeting was made by Councilman Whitmore with the second provided by Mayor Pro-Tem Davis.

Vote: 6-0 (Motion Carried).

- XI. Public Hearing  
Planning and Zoning

Ms. Tarika Peek

A. Use Permit 19U-002 with Concurrent Variances 19CV-004 & 19CV-005-Iron Horse Interests, LLC. Attorney Michelle Battle presented on behalf of Iron Horse Interests, LLC. Ms. Battle stated the storage facility will be modern state-of-the art. The facility will house 750 units and will be 50 feet wide. The facility will be climate controlled and will have security cameras. The hours of operation will be 6:00 am-10:00 pm and there will be no onsite live-in manager. Tenants will be able to access the building with the gate. The facility will be located off Harris Avenue and will have a private driveway. Ms. Battle further presented letters of support from adjacent businesses such as Quick Trip, Peachtree Landing Apartments and Wash-Me-Fast Car Wash. The motion to approve this rezoning was made by Councilman Whitmore and the second was provided by Mayor Pro-Tem Davis.

Vote: 6-0 (Motion Carried).

B. Rezoning [19RZ-004] for Geo H. Green Oil Company. A petition to allow the development of 50 additional truck parking spaces at the Fairburn Travel Center. Mr. Ed Wyatt of Green Oil spoke and stated in 2007 his property was annexed into the city. He is asking for 50 additional parking spaces to ensure his trucks can park safely.

- XII. Agenda Items:  
All Agenda Items were consent.

- XIII. Council Comments  
Councilwoman Portis-Jones had no comment.

Councilman Pallend had no comment.



Councilman Smallwood stated he wanted to give accolades to the city. He thanked Mayor Pro-Tem Davis, Councilman Whitmore and Ms. Chapin Payne. They spoke at the schools and Mayor Pro-Tem Davis gave a great contrast between Superhero's Batman and Superman. To Ms. Chapin Payne, Duncan Park is beautiful.

Mayor Pro-Tem Davis thanked Councilman Smallwood for inviting her to come out and speak to the students. She stated the students are special and she thanked him for believing in her.

Councilman Heath had no comment.

Councilman Whitmore stated he was invited to read to the students at Seaborn Lee Elementary School. He enjoyed himself and he thanked Councilman Smallwood for the invitation.

Mayor Carr-Hurst stated in January or February 2019 the Mayor and Council voted to have no meetings during the month of July. With the rapid growth in the city and critical information needed by Ms. Tarika Peeks and Mr. Lester Thompson regarding Renaissance Parkway and the East Broad Utility Relocation to name a few, she is requesting council to approve one meeting in July. That meeting would be held on July 22<sup>nd</sup>, 2019. Councilman Whitmore made the motion to meet on July 22<sup>nd</sup>, 2019 and the second was provided by Mayor Pro-Tem Davis. Vote: 6-0: Motion Carried

XIV. Executive Session: There was no Executive Session.

XV. Adjournment: With no further business of the City of Fairburn at 7:51 the motion to adjourn was made by Councilman Heath and the second was provided by Councilman Whitmore.





**CITY OF FAIRBURN  
MAYOR AND CITY COUNCIL  
AGENDA ITEM**

**SUBJECT: REZONING 19RZ-005 – City of Fairburn**

(    ) AGREEMENT                      (    ) POLICY / DISCUSSION                      (    ) CONTRACT  
(    ) ORDINANCE                      (    ) RESOLUTION                      ( X ) OTHER

**Planning and Zoning Commission: 06.04.19**

**Mayor and City Council: 07.22.19**

**DEPARTMENT:** Community Development/Planning and Zoning

**BUDGET IMPACT:** None

**PUBLIC HEARING:** ( X ) Yes (    ) No

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**PURPOSE:** For the Mayor and City Council to review and consider the rezoning of +/- 0.953 acres of City owned property adjacent to the Clorox warehouse facility on Creekwood Road from AG-1 (Agricultural District) to M-1 (Light Industrial District).

**DESCRIPTION:** Clorox is in need to expand their warehouse/distribution facility located at 1595 Oakley Industrial Blvd. by adding 345,450 square feet of floor area. The expansion of the facility was approved by the City in 2010 and was authorized pursuant to a 2010 development of regional impact (DRI) approval from the Atlanta Regional Commission (ARC) and the Georgia Regional Transportation Authority (GRTA). When the 2010 DRI review was approved, the approval was based on a 1,490,850 square foot distribution center. Currently, the Clorox warehouse facility is 1.1 million square feet.

Section 80-372 [Buffers and Open Space] of the city's ordinance requires M-1 (Light Industrial) zoned properties that abuts all other zoning districts to maintain a 50-foot undisturbed buffer. The northeast corner of the Clorox property abuts City owned property that is zoned AG-1 (Agricultural District). Rezoning the City-owned property from AG-1 (Agricultural) to M-1 (Light Industrial District) will eliminate the requirement of a 50-foot undisturbed buffer for the Clorox facility expansion project.

**PLANNING AND ZONING COMMISSION RECOMMENDATION: APPROVAL**

**STAFF RECOMMENDATION: APPROVAL**

  
Elizabeth Carr-Hurst, Mayor

## APPLICATION INFORMATION

### Rezoning Petition 19RZ-005

#### APPLICANT/PETITIONER INFORMATION

**Property Owner**  
City of Fairburn

**Petitioner**  
City of Fairburn

#### PROPERTY INFORMATION

**Address,** Creekwood Road [parcel # 07 390001781384, 07390001791201]

**Land Lot and District:** Land Lot 178 and 179 and District 7

**Frontage:** Creekwood Road

**Area of Property:** +/- 0.386 acres and +/- 0.567 acres [Total +/- 0.953 acres]

**Existing Zoning and Use:** AG-1 (Agricultural District)

**Overlay District:** N/A

**Prior Zoning Cases/History:** The final site plan approval for Phase 1 construction of the Clorox facility was issued on November 9, 2006. The DRI final notice was provided to the city on May 25, 2010.

On January 7, 2010, the City Council approved the rezoning of a 30-acre City owned tract at the intersection of Oakley Industrial Blvd. and Creekwood Road from AG-1 to M-1 (Light Industrial District). Also, on January 7, 2010, City Council approved the option agreement with IDI Industrial Developments International for the sale of the 30-acre tract.

**2035 Comprehensive Future Land Use Map Designation:** N/A

**Compatibility with Fairburn's 2035 Comprehensive Plan:**

The request to rezone property from AG-1 (Agricultural District) to M-1 (Light Industrial District) is not compatible with the 2035 Comprehensive Plan and Future Development Map. However, M-1 (Light Industrial District) properties are adjacent to the city owned property and the rezoning would not cause a detriment to the life, safety and welfare of the citizens of Fairburn and would not negatively affect the use or usability of adjacent or nearby properties.

**Proposed Zoning:** M-1 (Light Industrial District)

#### MEETING AND HEARING DATES

**Planning and Zoning Commission Meeting**  
June 4, 2019

**Mayor and City Council Public Hearing**  
July 2, 2019

#### INTENT

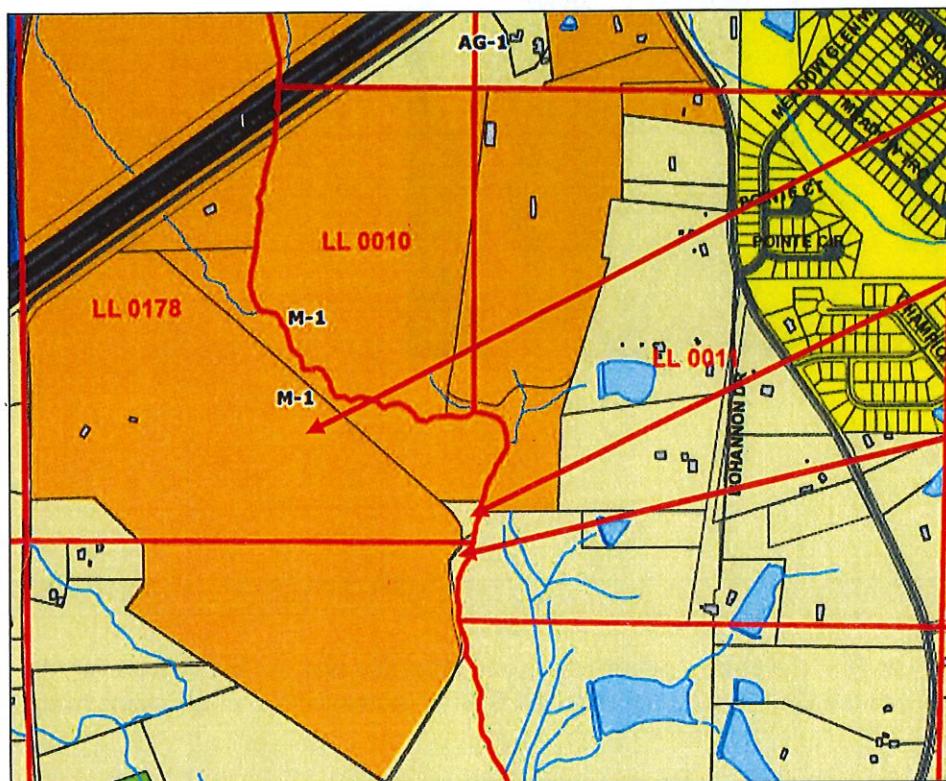
To rezone City owned property from AG-1 (Agricultural District) to M-1 (Light Industrial District)

#### EXISTING LAND USE AND ZONING OF ABUTTING PROPERTIES



East: AG-1 (Agricultural District)  
South: M-1 (Light Industrial District) and AG-1 (Agricultural District)  
West: M-1 (Light Industrial District)

### Zoning Map

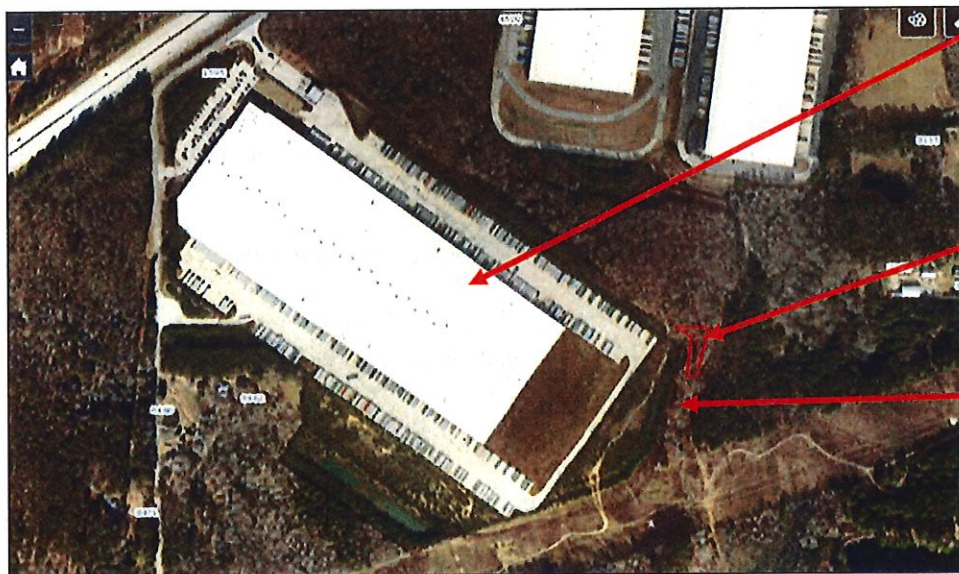


Clorox Warehouse Facility  
1595 Oakley Ind. Blvd.

+/- 0.386 acres  
From AG-1 to M-1

+/- 0.567 acres  
From AG-1 to M-1

### Ariel View



Clorox Warehouse Facility  
1595 Oakley Ind. Blvd.

+/- 0.386 acres  
From AG-1 to M-1

+/- 0.567 acres  
From AG-1 to M-1



Staff is of the opinion that the proposal will not result in a use which will cause an excessive or burdensome use of the existing infrastructure. Currently, the property is undeveloped with dense vegetation [mature trees]. There are no immediate plans of the City to develop the property.

***E. Is the proposal in conformity with the policies and intent of the land use plan?***

Staff is of the opinion that the proposal is not consistent with the Future Development Map, which designates the property as Greenspace. The property is heavily vegetated and is in proximity to the 100-year and 500-year floodplain. Also, a power line easement runs parallel to the properties, which can hinder the full development of subject property.

***F. Are there existing or changing conditions that affect the use and development of the property which support either approval or denial of the proposal?***

Staff is of the opinion that there are no existing or changing conditions affecting the use and development of the property, which give supporting grounds for approval of the applicant's proposal.

***G. Does the proposal permit a use that can be considered environmentally adverse to the natural resources, environment, and citizens of Fairburn?***

Staff is of the opinion that the proposal would not permit a use which could be considered environmentally adverse to the natural resources, environment, or citizens of Fairburn. The property [0.953 acres] will remain undeveloped.

<b>STAFF RECOMENDATION</b>
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It is the opinion of staff that the rezoning of the City owned property is not in conformity with the current Future Development Map, which recommends Greenspace. However, the subject property [0.935 acres] will remain undisturbed and is heavily vegetated with mature trees. The property is in proximity of the 100-year and 500-year floodplain so the likelihood of future development on the property is relatively small. Also, the subject property is adjacent to approximately 167.224 acres of industrially zoned properties. Therefore, based on these reasons, staff recommends **APPROVAL** of the rezoning petition.

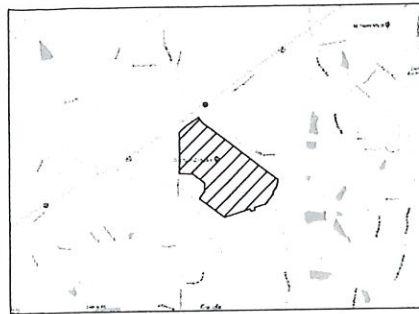
**ATTACHMENTS**

Survey

OAKLEY INDUSTRIAL BLVD

CREEKWOOD ROAD (60' R/W)

P.O.C.



SITE MAP (NTS)

PROPERTY LINES SHOWN ON THIS SURVEY ARE AT THE APPROXIMATE LOCATION

# LEGEND

- IF IRON PIN FOUND (If Re-Rod unless noted otherwise)
- PS IRON PIN SET (If Re-Rod unless noted otherwise)
- PC IRON PIN WITH CAP FOUND
- POINT
- OP OPEN TOP PIPE FOUND
- CP CORRP TOP PIPE FOUND
- AR ANGLE IRON
- HF PK MARK FOUND
- HS PK MARK SET
- CM CONCRETE MONUMENT FOUND
- RM RIGHT OF WAY MONUMENT FOUND
- UM UTILITY POLE (CARRIES MULTIPLE UTILITIES)
- PP POWER POLE (WOOD)
- SP SERVICE POLE W/ LIGHT
- GP POWER POLE W/ GUY WIRE
- OP OVERHEAD POWER / TELEPHONE LINE
- EM ELECTRIC METER
- VV WATER VALVE
- FH FIRE HYDRANT
- WM WATER METER
- GM GAS METER
- SL STORM SEWER LINE
- SMCB SINGLE HING CATCH BASIN
- DMCB DOUBLE HING CATCH BASIN
- CI CURB INLET
- DI DROP INLET
- JB JUNCTION BOX
- SSS SANITARY SEWER LINE
- SSCB SANITARY SEWER CLEANOUT
- SSMH SANITARY SEWER MANHOLE
- TB TELEPHONE BOX
- TMH TELEPHONE MANHOLE
- MW MONITORING WELL
- FM FIBER OPTIC MARKER
- W UNDERGROUND WATER LINE
- G UNDERGROUND GAS LINE
- E UNDERGROUND ELECTRIC LINE
- T UNDERGROUND TELEPHONE LINE
- C UNDERGROUND CABLE LINE
- FO UNDERGROUND FIBER OPTIC LINE

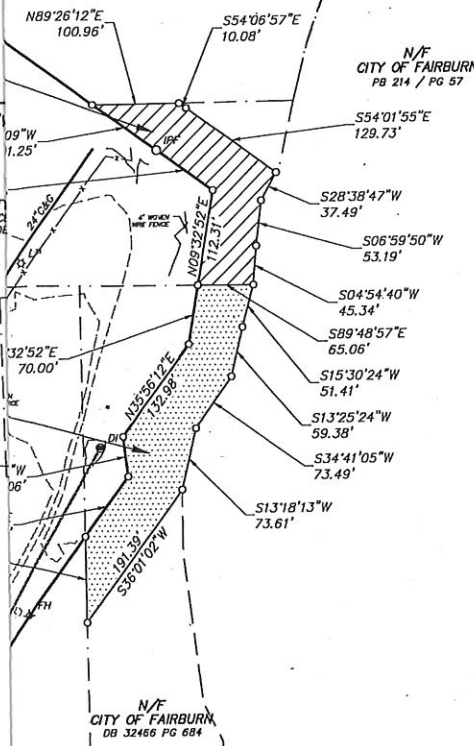
## ABBREVIATIONS

- APPROX APPROXIMATE
- BM BENCH MARK
- C&G CURB & GUTTER
- CMP CORRUGATED METAL PIPE
- CL CENTERLINE
- DB DEED BOOK
- DIP DUCTILE IRON PIPE
- DIR DIRECTION
- INX INVERT
- P.O.B. POINT OF BEGINNING
- SMCB SINGLE HING CATCH BASIN
- DMCB DOUBLE HING CATCH BASIN
- FB PLAT BOOK
- N/F NOW OR FORMALLY
- RCP REINFORCED CONCRETE PIPE
- LP LIGHT POLE
- LPP LAMP POST



Know what's below.  
Call before you dig.

N/F  
GLORIA F & GENE A  
HOWELL  
TAX PARCEL ID: 07  
380001790161  
DB 9887 PG 66



DRAWN BY: PEC  
CHECKED BY: JNH  
FILE NO.: 18230.00  
DATE: 07/20/18  
SCALE: 1\"/>

REZONING EXHIBIT

GRAMERCY PROPERTY TRUST

FULTON COUNTY  
GEORGIA

CITY OF FAIRBURN

LAND LOT(S) 178 & 179  
DISTRICT 7th

PLANNERS AND ENGINEERS COLLABORATIVE

"WE PROVIDE SOLUTIONS"

■ SITE PLANNING ■ LANDSCAPE ARCHITECTURE  
■ CIVIL ENGINEERING ■ LAND SURVEYING  
350 RESEARCH COURT, PEACHTREE CORNER, GEORGIA 30092  
(770) 451-2741 ■ WWW.PECATL.COM  
C.O.A. 1-15000004



REV	DATE	DESCRIPTION	BY
5			
4			
3			
2			
1			



# EXHIBIT A

## LEGAL DESCRIPTION REZONING PARCEL 1

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 178 of the 7th District, City of Fairburn, Fulton County, Georgia and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, commence from a point at the intersection of the easterly right-of-way line of Creekwood Road (60' R/W) and the southeasterly right-of-way line of Oakley Industrial Boulevard (Variable R/W); thence along said right-of-way line of Oakley Industrial Boulevard the following courses and distances: North 44 degrees 28 minutes 55 seconds East a distance of 228.82 feet to a point; thence North 55 degrees 18 minutes 11 seconds East a distance of 361.62 feet to an iron pin found; thence leaving said right-of-way line South 36 degrees 28 minutes 20 seconds East a distance of 180.96 feet to an iron pin found; thence South 54 degrees 3 minutes 48 seconds East a distance of 2,083.54 feet to a point and the TRUE POINT OF BEGINNING, from the TRUE POINT OF BEGINNING as thus established; thence North 89 degrees 26 minutes 12 seconds East a distance of 100.96 feet to a point; thence South 54 degrees 6 minutes 57 seconds East a distance of 10.08 feet to a point; thence South 54 degrees 01 minute 55 seconds East a distance of 129.73 feet to a point; thence South 28 degrees 38 minutes 47 seconds West a distance of 37.49 feet to a point; thence South 6 degrees 59 minutes 50 seconds West a distance of 53.19 feet to a point; thence South 4 degrees 54 minutes 40 seconds West a distance of 45.34 feet to a point on the Land Lot line common to Land Lots 178 & 179; thence along said Land Lot Line North 89 degrees 48 minutes 57 seconds West a distance of 65.06 feet to a point; thence leaving said Land Lot line North 9 degrees 32 minutes 52 seconds East a distance of 112.31 feet to a point; thence North 54 degrees 01 minute 8 seconds West a distance of 80.87 feet to an iron pin found; thence North 54 degrees 6 minutes 9 seconds West a distance of 91.25 feet to a point and the TRUE POINT OF BEGINNING.

Said tract containing 0.386 acres (16,820 square feet).



# EXHIBIT B

## LEGAL DESCRIPTION REZONING PARCEL 2

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 179 of the 7th District, City of Fairburn, Fulton County, Georgia and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, commence from a point at the intersection of the easterly right-of-way line of Creekwood Road (60' R/W) and the southeasterly right-of-way line of Oakley Industrial Boulevard (Variable R/W); thence along said right-of-way line of Oakley Industrial Boulevard the following courses and distances: North 44 degrees 28 minutes 55 seconds East a distance of 228.82 feet to a point; thence North 55 degrees 18 minutes 11 seconds East a distance of 361.62 feet to an iron pin found; thence leaving said right-of-way line South 36 degrees 28 minutes 20 seconds East a distance of 180.96 feet to an iron pin found; thence South 54 degrees 3 minutes 48 seconds East a distance of 2,083.54 feet to a point; thence North 89 degrees 26 minutes 12 seconds East a distance of 100.96 feet to a point; thence South 54 degrees 6 minutes 57 seconds East a distance of 10.08 feet to a point; thence South 54 degrees 01 minute 55 seconds East a distance of 129.73 feet to a point; thence South 28 degrees 38 minutes 47 seconds West a distance of 37.49 feet to a point; thence South 6 degrees 59 minutes 50 seconds West a distance of 53.19 feet to a point; thence South 4 degrees 54 minutes 40 seconds West a distance of 45.34 feet to a point on the Land Lot line common to Land Lots 178 & 179 and the TRUE POINT OF BEGINNING, from the TRUE POINT OF BEGINNING as thus established, thence South 15 degrees 30 minutes 24 seconds West a distance of 51.41 feet to a point; thence South 13 degrees 25 minutes 24 seconds West a distance of 59.38 feet to a point; thence South 34 degrees 41 minutes 5 seconds West a distance of 73.49 feet to a point; thence South 13 degrees 18 minutes 13 seconds West a distance of 73.61 feet to a point; thence South 36 degrees 01 minute 2 seconds West a distance of 191.39 feet to a point; thence North 0 degrees 36 minutes 31 seconds West a distance of 100.96 feet to a point; thence North 35 degrees 56 minutes 12 seconds East a distance of 86.45 feet to a point; thence North 6 degrees 46 minutes 11 seconds West a distance of 47.06 feet to a point; thence North 35 degrees 56 minutes 12 seconds East a distance of 132.98 feet to a point; thence North 9 degrees 32 minutes 52 seconds East a distance of 70.00 feet to a point on said Land Lot line; thence along said Land Lot line South 89 degrees 48 minutes 57 seconds East a distance of 65.06 feet to a point and the TRUE POINT OF BEGINNING.

Said tract containing 0.567 acres (24,682 square feet).

Re: REZONING ORDINANCE 19RZ-005  
Property of City of Fairburn  
07390001781384, 07390001791201  
0.953 acres; Land Lots 178 and 179  
District 7  
Fairburn, Fulton County, Georgia

**STATE OF GEORGIA  
COUNTY OF FULTON**

**AN ORDINANCE TO REZONE CERTAIN PROPERTY WITHIN THE CITY LIMITS OF THE CITY OF FAIRBURN FROM AG-1 (AGRICULTURAL) ZONING DISTRICT TO M-1 (LIGHT INDUSTRIAL) ZONING DISTRICT; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES**

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FAIRBURN, GEORGIA, AND IT IS HEREBY ORDAINED BY AUTHORITY OF THE SAME:

**Section 1.** That the City of Fairburn Zoning Ordinance be amended, and the official maps established in connection therewith be changed so that the property located in the City of Fairburn as indicated on Exhibits "A" and "B" to this Ordinance be changed from AG-1 (Agricultural) Zoning District to M-1 (Light Industrial) Zoning District.

**Section 2.** That the official maps referred to, on file in the Office of the City Clerk, be changed to conform with the terms of this Ordinance; and

**Section 3.** In the event any section, subsection, sentence, clause, or phrase of this Ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions of the other sections, subsections, sentences, clauses or phrases of this Ordinance, which shall remain in full force and effect as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part thereof. The City Council declares that it would have passed the remaining parts of this Ordinance or retained the previously existing Ordinance if it had known that such part of parts hereof would be declared or adjudicated invalid or unconstitutional.

**Section 4.** Pursuant to the requirements of the Zoning Procedures Act and the City Zoning Ordinance, a properly advertised public hearing was held not less than 15 nor more than 45 days from the date of publication of notice, and which public hearing was held on the 22nd day of July, 2019; and

**Section 5.** This Ordinance shall become effective on the 22nd day of July, 2019.

**Section 6.** All Ordinances and parts of Ordinances in conflict with this Ordinance are repealed.



APPROVED this 22<sup>nd</sup> day of July, by the Mayor and Council of the City of Fairburn, Georgia.

\_\_\_\_\_  
Elizabeth Carr-Hurst, Mayor

ATTEST:

\_\_\_\_\_  
Shana T. Moss, Interim City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
William R. (Randy) Turner, City Attorney



## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT:** Tyler Technologies

( X ) AGREEMENT                      (   ) POLICY / DISCUSSION                      (   ) CONTRACT  
(   ) ORDINANCE                      (   ) RESOLUTION                      ( X ) OTHER

**Submitted:** 07-01-2019   **Work Session:** 07-22-2019   **Council Meeting:** 07-22-2019

**DEPARTMENT:** Office of the Mayor

**BUDGET IMPACT:** Initial One Time Fee: \$69,420.00                      Recurring Fees: \$ 11,120.00

**PUBLIC HEARING?** (   ) Yes                      ( X ) No

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**PURPOSE:** For Mayor and Council to approve the agreement for the migration of Incode and Utility Billing Software.

**HISTORY:** The current Harris server is over 10 years old and it beyond end of life. It is in a critical state and is no longer supported by Harris. The current Harris system is also not integrating properly with Incode which causes the GL to not report correctly.

**FACTS AND ISSUES:** NA

**RECOMMENDED ACTION:** Approval

  
Elizabeth Carr-Hurst





## LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of Fairburn, GA.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.

- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

## SECTION B – SOFTWARE LICENSE

### 1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 Without limiting the terms of Section 1.1, you understand and agree that the Tyler Notify modules set forth in the Investment Summary are licensed to you on a subscription basis. If you do not pay the required annual fee in accordance with the Invoicing and Payment Policy, your license to use the associated module will be suspended unless and until payment in full has been made.
- 1.3 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.4 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.5 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.6 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.7 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at



<https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

1.8 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

## SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

#### **SECTION D – MAINTENANCE AND SUPPORT**

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

#### **SECTION E – THIRD PARTY PRODUCTS**

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:



1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
  - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
  - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
  - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
  - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
  - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
  - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.
5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

## **SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment

to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you; then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

## **SECTION G – TERMINATION**

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
3. Force Majeure. Neither party will be liable, you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

## **SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

1. Intellectual Property Infringement Indemnification.
  - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.



- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

## 2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

## 3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR**



## PURPOSE.

4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

## SECTION I – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.



4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this

Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
  - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied,



or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement
	Schedule 1: Support Call Process
Exhibit D	Web Services – Hosted Application Terms
Exhibit E	Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Fairburn

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address for Notices:

Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Chief Legal Officer

Address for Notices:

City of Fairburn  
56 Malone Street SW  
Fairburn, GA 30213-1341  
Attention: Elizabeth Carr-Hurst, Mayor



## **Exhibit A**

### **Investment Summary**

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Sales Quotation For  
 Mayor Elizabeth Carr-Hurst  
 City of Fairburn, GA  
 56 Malone St SW  
 Fairburn, GA 30213-1341  
 Phone: (770) 964-2244  
 Email: mayorhurst@fairburn.com

Quoted By: Blake Reynolds  
 Quote Expiration: 7/29/2019  
 Quote Name: City of Fairburn-LGD-CIS  
 Quote Number: 2019-65594  
 Quote Description: Utility Billing Software Quote

#### Tyler Software and Related Services

Description	License	Impl Hours	Impl Cost	Data Conversion	Module Total	Maintenance
Customer Relationship Management Suite						
Mobile Service Orders	\$1,000	8	\$800	\$0	\$1,800	\$250
Utility CIS System (Electric & Water or Gas)	\$27,500	108	\$10,800	\$20,900	\$59,200	\$6,875
Third Party Printing Interface	\$6,500	4	\$400	\$0	\$6,900	\$1,625
Utility Handheld Meter-Reader Interface	\$2,200	4	\$400	\$0	\$2,600	\$550
Sub-Total:	\$37,200		\$12,400	\$20,900	\$70,500	\$9,300
Less Discount:	\$5,580					
TOTAL:	\$31,620	124	\$12,400	\$20,900	\$64,920	\$9,300

#### Tyler Software and Related Services - Annual

Description	One Time Fees			Annual Fee
	Impl. Hours	Impl. Cost	Data Conversion	
Tyler Hosted Applications				
Utility Billing Online Component	0	\$0	\$0	\$1,680
Notifications for Utility Billing	0	\$0	\$0	\$0
IVR Solution for Utility Billing	0	\$0	\$0	\$0
Sub-Total:		\$0	\$0	\$1,680
TOTAL:	0	\$0	\$0	\$1,680

#### Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Online Application -Set up fee	1	\$800	\$800	\$0
Project Management	1	\$3,000	\$3,000	\$0
TOTAL:			\$3,800	\$0

#### 3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Maintenance	Maintenance Discount	Total Maintenance
Symbol LS2208 Bar Code Scanner w/ intellistand NEW	2	\$350	\$0	\$700	\$140	\$0	\$140
TOTAL:				\$700			\$140

#### Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$31,620	\$9,300
Total Tyler Annual	\$0	\$1,680
Total Tyler Services	\$37,100	\$0
Total Third Party Hardware, Software and Services	\$700	\$140
Summary Total	\$69,420	\$11,120

#### Detailed Breakdown of Conversions (Included in contract total)

Description	Hours	Unit Price	Programming Fee	Extended Price
Customer Relationship Management Suite				
Utility Billing -Conversion	28	\$100	\$10,000	\$12,800
Utility Billing Bank Code, Drafts, Deposits-Conversion	2	\$100	\$2,000	\$2,200
Utility Billing Notes-Conversion	1	\$100	\$1,500	\$1,600
Utility Billing Devices-Conversion	4	\$100	\$1,500	\$1,900
Utility Billing AMP-Conversion	4	\$100	\$2,000	\$2,400
Total:				\$20,900



Travel costs are not included in totals above. All travel expenses are billed as incurred based on published IRS per diem rates.

- Incode Utility Billing Online Component displays the current status (late, cut off etc), the action needed to avoid penalty, current balance, deposits on file (optional), last payment date, last payment amount, payment arrangements on file, last bill amount, last bill date, bill due date, contracts on file and status, transaction history (online payments). Payment packet is created to be imported to utility system. Address information includes legal description, precinct, school district, and services at address (subject to data availability). Includes consumption history by service (including graphs), request for service (optional), information change request (optional), security -SSL (secure socket layer). Note that the customer pays \$1.25 fee per transaction for payment on-line.
- Notification for Utility Billing (\$0.10 per call) includes Customer notification by phone (call late notices and general notifications). Call lists are automatically generated and the account is updated after the call. It includes a custom message for each call type and the call message can be in English or Spanish. It generates reports based on call results. Note: The Utility will be billed at the rate specified above for all the calls made. The Utility will be billed quarterly by Tyler Technologies for calls conducted.
- Utility Billing conversions include contacts/properties/accounts, service meter info - meter inventory, transaction/consumption/read history (2 Years), metered services (1 metered service), non-metered service (up to 2 services). Additional fee for historical views.
- Incode IVR Solution for Utility Billing-The payment packet is created in centralized cash collections. The IVR system gives the customer an account balance, the customer makes the payment by phone, and the account manager is updated with the payment record. NOTE: There is a \$1.25 per transaction fee associated with the IVR that will be paid by client unless Tyler is instructed by the client to pass along to the user at time of payment.





**CITY OF FAIRBURN**  
**CITY COUNCIL AGENDA ITEM**

**SUBJECT: Fulton County Department of Registration & Elections. Intergovernmental Agreement for the Provision of Election Services between Fulton County, GA and the City of Fairburn, GA.**

( X ) AGREEMENT                      (   ) POLICY / DISCUSSION                      (   ) CONTRACT  
(   ) ORDINANCE                      (   ) RESOLUTION                      (   ) OTHER

**Submitted: 07-01-2019   Work Session: 07-22-2019   Council Meeting: 07-22-2019**

**DEPARTMENT:** Office of the City Clerk

**BUDGET IMPACT:** \$33,350.00

**PUBLIC HEARING?** (   ) Yes                      ( X ) No

---

**PURPOSE:** For Mayor and Council to approve the invoice and intergovernmental agreement for Fulton County, GA to conduct the 2019 General Election on November 5, 2019 for three (3) council seats.

**HISTORY:** Fulton County serves as the election Superintendent and is responsible for conducting municipal elections.

**FACTS AND ISSUES:** NA

**RECOMMENDED ACTION:** Approval

  
Elizabeth Carr-Hurst



TO **City of Fairburn  
City Clerk's Office  
56 Malone Street  
Fairburn, GA 30213  
770-964-2244  
Attn: Ms. Shana Moss**

Item	Description	Total
1	Advance to Conduct General Municipal Election November 5, 2019	\$30,318.00
2	10% Administrative Fee	\$ 3,032.00
	TOTAL DUE	\$33,350.00

Make Check Payable to: "FULTON COUNTY DIRECTOR OF FINANCE"



**PRORATION OF ELECTION FEES ESTIMATE  
CITY OF FAIRBURN  
EXHIBIT B**

<b>ELECTION</b>	<b>November 5, 2019 Municipal Election</b>	<b>December 3, 2019 Runoff</b>
<b>DISTRICT</b>	<b>All of Fairburn</b>	<b>NO RUNOFF</b>
<b>NUMBER OF ACTIVE REG VOTERS (June 2019)</b>	9474	
<b>DISTRIB%</b>	3.0%	
<b>OVERTIME - 1001</b>	\$ 2,074	
<b>TEMP SAL - 1160</b>	\$ 10,391	
<b>Early Voting - 1160</b>	\$ 4,720	
<b>SS-SALARIES - 1010</b>	\$ 129	
<b>SS - MEDICARE - 1011</b>	\$ 30	
<b>UNEMP INS - 1060</b>	\$ 4	
<b>RENTAL EQUIP - 1120</b>	\$ 635	
<b>RENTAL BLDGS - 1121</b>	\$ 1,700	
<b>POLL WORKERS PERS - 1159</b>	\$ 6,166	
<b>STIPEND - 1169</b>	\$ 39	
<b>HOSP - 1307</b>	\$ 108	
<b>ADV- 1342</b>	\$ 444	
<b>MILEAGE - 1346</b>	\$ 15	
<b>VEH SUPPLIES - 1452</b>	\$ 104	
<b>POSTAGE - 1456</b>	\$ 444	
<b>PRINTING - 1459</b>	\$ 1,037	
<b>PHOTO COPIES - 1461</b>	\$ 44	
<b>OFFICE SUPPLIES/BALLOTS - 1462</b>	\$ 1,477	
<b>STOCK PAPER - 1475</b>	\$ 30	
<b>INS (HEALTH) - 1501</b>	\$ 224	
<b>INS (LIFE) - 1505</b>	\$ 12	
<b>INS (DENTAL) - 1510</b>	\$ 25	
<b>INS (VISION) - 1512</b>	\$ 4	
<b>RETIRE MATCH - 1522</b>	\$ 62	
<b>SECURITY 1174</b>	\$ 296	
<b>DC-CNTR-EPLR - 1527</b>	\$ 83	
<b>DC-CNTR-2% - 1529</b>	\$ 21	
<b>SUBTOTAL</b>	\$ 30,318	
<b>10% ADMIN FEE</b>	\$ 3,032	
<b>TOTAL</b>	\$ 33,350	
<b>GRAND TOTAL FOR BOTH ELECTIONS</b>	<b>\$</b>	<b>33,350</b>

**INTERGOVERNMENTAL AGREEMENT  
FOR THE PROVISION OF ELECTION SERVICES  
BETWEEN  
FULTON COUNTY, GEORGIA and  
CITY OF FAIRBURN, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Fairburn, Georgia ("City"), a municipal corporation lying wholly or partially within the County.

**WHEREAS**, the parties to this Agreement are both governmental units; and

**WHEREAS**, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

**WHEREAS**, the City desires to contract with the County to conduct this election for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

**WHEREAS**, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

**WHEREAS**, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

**WHEREAS**, pursuant to O.C.G.A. § 21-2-45(c), a municipality may by ordinance authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

**WHEREAS**, the Fulton County Board of Registration and Elections ("BRE") has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

**WHEREAS**, the BRE, among other things, is responsible for the selection and appointment of the elections Superintendent, who selects, appoints, and trains poll workers for elections;

**NOW THEREFORE**, in consideration of the following mutual obligations, the County and City agree as follows:



## **ARTICLE 1 CONDUCT OF ELECTIONS**

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the parties that City elections be conducted in compliance with all applicable federal, state and local legal requirements.

1.2 For each City election, City, at its sole option, shall submit to County a request in the form attached hereto as Exhibit A. Requests must be made in conformance with O.C.G.A. § 21-2-540, now and as it may be amended hereafter, to the address specified in the Notice Section below. If a timely request is not made, the County shall have no obligation to conduct the City election which was the subject of the request.

1.3 In the event any special City election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

## **ARTICLE 2 TERM OF AGREEMENT**

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of Fulton County, Georgia and will terminate on December 31, 2019, unless otherwise terminated as set forth herein.

## **ARTICLE 3 DUTIES AND RESPONSIBILITIES**

Pursuant to this Agreement, each party shall provide the following enumerated services for the election to be held November 5, 2019:

3.1 Upon receipt of request to perform a City election, and the agreement to conduct a City election, the County through the Superintendent or their designee(s) shall be responsible for:

- a) Designating early and advance voting sites and hours;
- b) Placing the City's candidate(s) on the electronic and printed ballots for City elections after qualifying;
- c) Placing the City's referendum question(s) on the ballot for a City election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);
- d) Hiring, training, supervising and paying poll officers and absentee ballot clerks;
- e) Preparing and submitting to the City Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors.

- f) Performing duties of elections Superintendent, and absentee ballot clerk for the November 5, 2019 City election;
- g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;
- h) Providing staff, equipment and supplies for conducting the November 5, 2019 City election at City polling places on City election days and for conducting recounts as may be required;
- i) Certifying City election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;
- j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and

3.2 The City shall be responsible for:

- a) Recommending early voting sites and hours of operation to the County.
- b) Adopting Election resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and calls for special City elections as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*, now and as it may be amended hereafter;
- d) Placing advertisements in the City's legal organ regarding calls for City elections, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- e) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;
- f) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;
- g) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;



- h) If the City desires to review and verify the accuracy of the voter list(s) for City residents, it must do so not less than 30 days prior to Election Day;
- i) Providing the County with an electronic copy of referendums that must be placed on a ballot;
- j) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and
- k) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

#### **ARTICLE 4**

#### **COMPENSATION AND CONSIDERATION**

4.1 For City elections that are to be conducted contemporaneously with a countywide General election, pursuant to this Agreement and to action of the Board of Commissioners on August 3, 2016, the City will not be charged for the cost of said election.

4.2 For City elections that are to be conducted contemporaneously with a countywide Special election, the City will share in the costs of conducting the election, plus a 10% administrative fee of the actual election costs based on the municipality's pro-rata share of the number of electors in the municipality versus the total number of electors in the County. The City will pay the actual cost of such election based on a budget prepared in accordance with the form attached hereto as Exhibit B.

- i) An estimate of the City's pro-rata share of the election costs based on the number of electors will be provided to the City and 75% of that amount is due to the County ninety (90) days prior to Election Day.

- ii) Following the election, the actual costs of the election will be determined, as well as the City's pro-rata share of the actual costs.

- iii) If based on the estimated election, costs a refund is due to the City, said refund will issue within ninety (90) days after the election.

- iv) If based on the estimated election costs the City owes the County an additional amount for the election, the County will issue an invoice for that amount which is due and payable within thirty (30) days of receipt.

4.3 For City elections that are not conducted contemporaneously with any countywide election, the City will pay the actual cost of such election based on a budget prepared in accordance with the form attached hereto as Exhibit B.

- i) The City will pay the County the sum determined in Exhibit B for the election to be maintained in a separate election account. Said amount is due ninety (90) days prior to Election Day.

ii) Following the election, the actual costs of the election will be determined.

iii) If based on the payment made in compliance with Exhibit B a refund is due to the City said refund will issue within ninety (90) days after the election.

4.4 Failure to timely remit the funds owed will result in a 10% per month penalty.

## **ARTICLE 5 LEGAL RESPONSIBILITIES**

5.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 In the event that a City election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

5.3 To the extent allowed by law, the City agrees to defend and hold harmless the County with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the County may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the City and/or its employees.

5.4 To the extent allowed by law, the County agrees to defend and hold harmless the City with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the City may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the County and/or its employees.

5.5 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.



5.6 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

5.7 In the event that a city law, ordinance, or code pertaining to the administration of the election directly contradicts or makes more/less strict a portion of the State of Georgia's Election Code (O.C.G.A. § 21), then the County shall only be responsible for enforcing the requirements set forth in O.C.G.A. § 21.

## **ARTICLE 6 EMPLOYMENT STATUS**

6.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

6.2 All County personnel assigned under this Agreement are and will continue to be part of the Fulton County Department of Registration and Elections and under the supervision of the Superintendent.

6.3 All City personnel assigned under this Agreement are and will continue to be employees of the City.

## **ARTICLE 7 RECORDKEEPING AND REPORTING**

7.1 The County Registration and Elections Department is the central repository for all departmental records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

7.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

## **ARTICLE 8 E-VERIFY AND TITLE VI**

Each party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-verify and Title VI requirements under applicable law.

## **ARTICLE 9 AUTHORIZATION**

Each of the individuals executing this Agreement on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

Further, the Fulton County Board of Registration and Elections has reviewed and approved this Agreement and has authorized its Chairman and its Chief Administrative Officer to execute any ancillary documents required to complete the November 2019 General Election, including but not limited to the Notice of the Call of the General Election and the Notice of the General Election.

#### **ARTICLE 10 TERMINATION AND REMEDIES**

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other party delivered at least thirty (30) days prior to the effective date of the termination.

#### **ARTICLE 11 NOTICES**

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the City Clerk via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County:                      Fulton County Board of Registration and Elections  
   Attn: Director  
   130 Peachtree St SW, Suite 2186  
   Atlanta, Georgia 30303  
   Facsimile: 404.730.7024

With a copy to:                      Fulton County Office of the County Attorney  
   Attn: County Attorney  
   141 Pryor Street SW, Suite 4038  
   Atlanta, Georgia 30303  
   Facsimile: 404.730.6540

If to the City:                      City Clerk

With a copy to:                      City Attorney



**ARTICLE 12  
NON-ASSIGNABILITY**

Neither party shall assign any of the obligations or benefits of this Agreement.

**ARTICLE 13  
ENTIRE AGREEMENT**

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

**ARTICLE 14  
SEVERABILITY, VENUE AND ENFORCEABILITY**

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

**ARTICLE 15  
BINDING EFFECT**

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

**ARTICLE 16  
COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

**IN WITNESS WHEREOF**, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

**FULTON COUNTY, GEORGIA**

**APPROVED AS TO SUBSTANCE:**

(Seal)

\_\_\_\_\_  
Chair, Board of Commissioners

Attest: \_\_\_\_\_  
Clerk to Commission

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
**APPROVED AS TO FORM:**

\_\_\_\_\_  
Fulton County Attorney's Office

**APPROVED AS TO SUBSTANCE:**

\_\_\_\_\_  
Richard Barron  
Director, Fulton County Department of  
Registration and Elections

**SIGNATURES APPEAR ON THE FOLLOWING PAGE**



**CITY OF FAIRBURN, GEORGIA**

\_\_\_\_\_(SEAL)

Mayor

\_\_\_\_\_  
City Clerk (SEAL)

**Date:** \_\_\_\_\_

**APPROVED AS TO FORM:**

**APPROVED AS TO SUBSTANCE:**

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Clerk

## EXHIBIT A

As per the Agreement executed on \_\_\_\_\_, the City of Fairburn, hereby requests that Fulton County conduct its Election on November 5, 2019, within the boundary of Fulton County.

The last day to register to vote in this election is October 7, 2019.

The list of early voting locations will be forthcoming.

This \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
City Clerk (SEAL)

The Fulton County Board of Registrations and Elections agrees to conduct the City of Fairburn Election on November 5, 2019, within the boundary of Fulton County.

This \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Elections Superintendent  
Fulton County Board of Registrations and  
Elections (SEAL)





## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT:** Approval of 6 Budget Amendments

( ) AGREEMENT                      ( ) POLICY / DISCUSSION                      ( ) CONTRACT  
( ) ORDINANCE                      ( ) RESOLUTION                      (X) OTHER

**Submitted: 07/08/2019**

**Work Session: 07/22/2019**

**Council Meeting: 07/22/2019**

**DEPARTMENT:** Finance

**BUDGET IMPACT:** For the 6 budget amendments funds are moved around within the current budget except for an appropriation of technology fee revenue in the amount of \$20,000 and an appropriation of TSPLOST revenue in the amount of \$356,930.

**PUBLIC HEARING?** ( ) Yes      (X) No

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**PURPOSE:**

- 2-1 To transfer funds from various line items to fund the Gateway Project and the Park and Ride lot. \$568,262
- 2-2 To transfer funds to provide operating expenses for Court Services. \$142,000
- 2-3 To appropriate technology revenue for Police Technology expenses. \$20,000
- 2-4 To transfer funds to build the docks at Duncan Park. \$24,871
- 2-5 To transfer funds for the August 2019 election expenses. \$33,350
- 2-6 To appropriate TSPLOST revenue to fund road improvements. \$356,930

**HISTORY:** N/A

**FACTS AND ISSUES:** N/A

**RECOMMENDED ACTION:** The Finance Staff recommends that the Mayor and City Council approve the six budget amendments that provides funding for various City projects and authorize the Interim City Clerk to sign the budget amendments.

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Elizabeth Carr-Hurst, Mayor

**CITY OF FAIRBURN  
INTER - OFFICE MEMO**

2-1

**DATE:** July 8, 2019  
**TO:** Mayor and City Council  
**FROM:** Angela Jackson, Finance Director  
**SUBJECT:** Request for Budget Amendment - Public Works

I do hereby request and submit the following budget amendment to be approved for FYE 9-30-19:

**INCREASE EXPENSE:**

TE Project Hwy 29/138	250-4100-54-1410	\$ 200,000
Park'n Ride Project-SR74	250-4203-54-1403	31,154
TE Project Hwy 29/138	350-4100-54-1300	50,891
Park'n Ride Project-SR74	350-4100-54-1406	286,217
		<u>\$ 568,262</u>

**DECREASE EXPENSE:**

Building Improvements	100-3500-54-1300	\$ (531,506)
Computer&Software	100-1565-54-2400	(25,000)
Janitorial Youth Center	100-1565-52-2130	(11,756)
		<u>\$ (568,262)</u>

**Reason:** To transfer funds from various line items to fund the Gateway Project at Hwy 29/138 and Park'n Ride lot.

According to the Statement of Policy, the above listed amendment has been approved.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Shana Moss, Interim City Clerk



**CITY OF FAIRBURN  
INTER - OFFICE MEMO**

2-2

**DATE:** July 8, 2019  
**TO:** Mayor and City Council  
**FROM:** Angela Jackson, Finance Director  
**SUBJECT:** Request for Budget Amendment - Court Services

I do hereby request and submit the following budget amendment to be approved for FYE 9-30-19:

**INCREASE EXPENSE:**

Professional Services	100-2650-52-1200	\$ 54,900
State Funds and Court Costs	100-2650-52-3960	86,500
Equipment Rental	100-2650-52-2130	600
		<u>\$ 142,000</u>

**DECREASE EXPENSE:**

Water	100-2650-53-1210	\$ (3,200)
Capital Lease	100-3500-58-1200	(138,800)
		<u>\$ (142,000)</u>

**Reason:** To transfer funds from various line items to fund operating expenses for Court Services.

According to the Statement of Policy, the above listed amendment has been approved.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Shana Moss, Interim City Clerk

**CITY OF FAIRBURN  
INTER - OFFICE MEMO**

**2-3**

**DATE:** July 8, 2019  
**TO:** Mayor and City Council  
**FROM:** Angela Jackson, Finance Director  
**SUBJECT:** Request for Budget Amendment - Police Department

I do hereby request and submit the following budget amendment to be approved for FYE 9-30-19:

**DECREASE REVENUE:**

Technology Fee	100-0000-35-1050	\$	(20,000)
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**INCREASE EXPENSE:**

Technology Fee Expense	100-3200-52-1350	\$	20,000
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**Reason:** To appropriate Technology Fee revenue for technology expenses within the Police Department.

According to the Statement of Policy, the above listed amendment has been approved.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Shana Moss, Interim City Clerk



**CITY OF FAIRBURN  
INTER - OFFICE MEMO**

2-4

**DATE:** July 8, 2019  
**TO:** Mayor and City Council  
**FROM:** Angela Jackson, Finance Director  
**SUBJECT:** Request for Budget Amendment - Recreation Department

I do hereby request and submit the following budget amendment to be approved for FYE 9-30-19:

**INCREASE EXPENSE:**

Site Improvements	100-6100-54-1203	\$	24,871
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**DECREASE EXPENSE:**

R&M Buildings	100-3500-52-2200	\$	(24,871)
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**Reason:** To transfer funds to build docks at Duncan Park.

According to the Statement of Policy, the above listed amendment has been approved.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Shana Moss, Interim City Clerk

**CITY OF FAIRBURN  
INTER - OFFICE MEMO**

2-5

**DATE:** July 8, 2019  
**TO:** Mayor and City Council  
**FROM:** Angela Jackson, Finance Director  
**SUBJECT:** Request for Budget Amendment - City Clerk Department

I do hereby request and submit the following budget amendment to be approved for FYE 9-30-19:

**INCREASE EXPENSE:**

Other Contract Services	100-1310-52-3900	\$ 33,350
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**DECREASE EXPENSE:**

Small Equipment	100-1535-53-1600	\$ (150)
Capital Lease	100-3500-58-1200	(33,200)
		<u>\$ (33,350)</u>

**Reason:** To transfer funds from various line items for the August 2019 Election expenses.

According to the Statement of Policy, the above listed amendment has been approved.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Shana Moss, Interim City Clerk



**CITY OF FAIRBURN  
INTER - OFFICE MEMO**

**2-6**

**DATE:** July 8, 2019  
**TO:** Mayor and City Council  
**FROM:** Angela Jackson, Finance Director  
**SUBJECT:** Request for Budget Amendment - Public Works

I do hereby request and submit the following budget amendment to be approved for FYE 9-30-19:

**APPROPRIATION FROM FUND BALANCE:**

Fund Balance	360-0000-13-4200	\$ (356,930)
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**INCREASE EXPENSE:**

R&M Maintenance Safety	360-0000-52-2200	\$ 356,930
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**Reason:** To appropriate fund balance from TSPLOST for road Improvement projects.

According to the Statement of Policy, the above listed amendment has been approved.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Shana Moss, Interim City Clerk



## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT:** Usage Agreement - Soccer in the Streets

☒ AGREEMENT

☐ POLICY / DISCUSSION

☒ CONTRACT

☐ ORDINANCE

☐ RESOLUTION

☐ OTHER

**Submitted:** July 8, 2019    **Work Session:** July 22, 2019    **Council Meeting:** July 22, 2019

**DEPARTMENT:** Parks and Recreation

**BUDGET IMPACT:** none

**PUBLIC HEARING?** ☐ Yes    ☒ No

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**PURPOSE:** For Mayor and Council to review and approve the Usage Agreement between City of Fairburn Parks and Recreation Department and Soccer in the Streets, Inc. to provide a sports-based youth development program to children and families in the City of Fairburn.

**HISTORY:** Soccer in the Streets' mission is to build young leaders and cultivate healthy communities. Soccer in the Streets believes that all students deserve an opportunity to succeed, regardless of background. In partnership, Soccer in the Streets and the City of Fairburn Parks and Recreation will accomplish the above goals by providing soccer-based youth development programming to the community

**FACTS AND ISSUES:**

**RECOMMENDED ACTION:** For Mayor and Council to review and approve the Usage Agreement between City of Fairburn Parks and Recreation Department and Soccer in the Streets, Inc.

  
\_\_\_\_\_  
Elizabeth Carr-Hurst, Mayor

## **DUNCAN PARK FIELD AND FACILITIES Use Agreement**

THIS AGREEMENT is made and entered into between the City of Fairburn, a municipal corporation of the State of Georgia (hereinafter referred to as the "City") and Soccer in the Streets (hereinafter referred to as "Lessee") to make use of the City's recreational fields and facilities at Duncan Park.

WHEREAS, the City of Fairburn is in possession of certain recreational fields and facilities at Duncan Park which may be used by the public; and

WHEREAS, the undersigned Lessee desires to make use of such recreational fields and facilities for recreational activities as specified below; and

WHEREAS, the City of Fairburn desires to make such recreational field available to Lessee for the benefit of the community and the mutual benefit of the parties hereto, in accordance with the below terms and conditions; and

WHEREAS, the Lessee agrees to abide by certain standards and conditions in operating and using the recreational fields and facilities.

NOW, THEREFORE, be it agreed by the City of Fairburn and the undersigned Lessee that the Lessee hereby agrees to provide recreational activities at Duncan Park consisting of Soccer in the Streets' practice s on the schedule listed and to lease the following facilities for that purpose:

Duncan Park Baseball Fields labeled 5 – Fall 2019

- Monday – Thursday: 6:00 pm – 7:30 pm

Duncan Park- Grass Football Field – Spring 2020

- Monday – Thursday: 6:00 pm – 7:30 pm

### **Background**

Soccer in the Streets' mission is to build young leaders and cultivate healthy communities. Soccer in the Streets believes that all students deserve an opportunity to succeed, regardless of background.

The mission of the City of Fairburn Parks and Recreation Department is to promote physical activity, positive social interaction, and outdoor exploration through leisure activities and recreation programs.

### **Purpose**

This purpose of this partnership is to expand access to quality soccer programs in Fairburn and surrounding communities and utilize quality facilities in Fairburn.

In partnership, Soccer in the Streets and the City of Fairburn Parks and Recreation will accomplish the above goals by providing soccer-based youth development programming to the community through the following services and resources:



- Fairburn Fall and Spring Soccer League Play – A seasonal program that is available to youth of all ages, operated by City of Fairburn and Soccer in the Streets.
- Soccer in the Streets professional coach development training and in service – provided by Soccer in the Streets certified staff, under the jurisdiction of Georgia Soccer and the US Soccer Federation. This will be offered to volunteer coaches recruited through registration process.
- Soccer in the Streets Teen Outreach – Increase capacity in coaching and referee pools through outreach to teen participants for “Life Works” program employability training and mentoring.
- Soccer in the Streets events & pickup play – using regular “seeding” activities to promote and create awareness for soccer programs and opportunities.

**This Agreement is to become effective on July 22, 2019 and shall terminate on June 1, 2020**

**REPORTS:** Soccer in the Streets’ shall include a participation report and season summary at the end of the season.

**Soccer in the Streets’ Agrees To:**

For the use of the above Duncan Park field and facilities, the Lessee agrees to the following conditions:

1. Identify point of contact within staff for the purpose of management, communication and scheduling of assets/resources
2. Coaching recruitment, training and supervision
3. Registration through Georgia Soccer and access to sanctioned, inter-league play, as appropriate to provide variety in competition
4. Free registration for participants
5. Format for training and competition, as appropriate for age groups and skill levels
6. Consultation for registration, recruitment, parent engagement and other soccer operations
7. Training and game day supervision and referee assignor
8. Partnership with soccer entities and other resource development
9. Support for organizing special events and programs related to soccer
10. Provide liability insurance for each player through – US Soccer
11. Provide identifying marks and materials, as a “Powered by the City of Fairburn...” entity for said programs

12. The Lessee shall provide the Parks & Recreation Director with a general liability insurance policy in the amount of \$500,000.00 per person / \$1,000,000.00 per occurrence for bodily injury and property damage prior to the Lease becoming effective for the term of this Agreement. The policy shall name the City as an additional insured as to any claim arising from the use of the Park by the Lessee. Lessee further agrees to indemnify, defend, and hold harmless the City, its officers, officials, and employees from any claims for injuries to persons, including death, loss of or damage to property, which arise and are due to or resulting from the acts or omissions of the Lessee, its invites, agents, or assigns.
13. The Lessee must have a representative that is CPR/AED certified at each practice and game.
14. The Lessee will perform a background check on each individual who will be working with young people at a Park in connection with the Lessee's activities. A copy of each background check will be delivered to the Parks & Recreation Director prior to the individual's involvement with the program. Background checks must be submitted to the Parks & Recreation Director at least two weeks prior to any scheduled activity.
15. In the City's discretion, failure to follow the policies and procedures for the use of the Park and its facilities, Lessee's use of the Park may be suspended, or this Lease may be immediately terminated.
16. The facilities included in this Lease shall not be sub-leased without the written approval of the City.

**City of Fairburn Agrees To:**

City of Fairburn Parks and Recreation will provide the following in order to facilitate the partnership with Soccer in the Streets:

1. Make its fields and facilities, along with associated ongoing maintenance, available to Soccer in the Streets to the extent such fields and facilities are available.
2. Collect and forward registration information to Soccer in the Streets for the purpose of team formation, Georgia Soccer registration input, evaluation tracking, etc.
3. Identify point of contact within staff for purpose of management, communications and scheduling of assets/resources
4. Provide letters of support, where appropriate, which will aid Soccer in the Streets in continuing to provide resources to this project
5. Communicate and coordinate closely on organizing events/programs, where Soccer in the Streets is required to play a key role in delivering services and resources

6. In the area of evaluation, provide necessary data to determine the efficacy of programs (i.e. demographics, contact information, retention, etc.)

The Lessee further understands and agrees that no improvements either permanent or temporary will be made to these facilities unless prior written approval from the City is obtained. Any improvements to real property or appurtenances thereto shall become the property of the City.

The Lessee agrees that by signing this Agreement it will abide by these conditions and understands that failure to abide by them may result in the loss of the right to conduct their activities as provided herein.

Failure to have all required documentation submitted to the Director of Parks and Recreation as required herein will result in loss of use of facilities until compliance with the contract.

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF FAIRBURN

SOCCER IN THE STREETS, INC.

By: \_\_\_\_\_  
Elizabeth Carr-Hurst, Mayor

By: \_\_\_\_\_  
Soccer in the Street Representative (Print Name)

Attest: \_\_\_\_\_  
Shana Moss, Interim City Clerk

\_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
William R. (Randy) Turner

Mailing Address:  
\_\_\_\_\_  
\_\_\_\_\_





## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: APPROVAL OF CONTRACT AWARD FOR PROFESSIONAL ENGINEERING & LANDSCAPE ARCHITECTURAL SERVICES WITH POND & COMPANY**

( ) AGREEMENT                      ( ) POLICY / DISCUSSION                      (X) CONTRACT  
( ) ORDINANCE                      ( ) RESOLUTION                      ( ) OTHER

**Submitted: 07/03/2019                      Work Session: 07/22/2019                      Council Meeting: 07/22/2019**

**DEPARTMENT:** Community Development

**BUDGET IMPACT:** The budget impact will be based on project specific task orders.

**PUBLIC HEARING?** ( ) Yes                      (X) No

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**PURPOSE:** For Mayor and Council to approve a contract award with Pond & Company for On-Call Professional Engineering & Landscape Architectural Services.

**HISTORY:** The City solicited proposals in May of this year for On-Call Professional Engineering & Landscape Architectural Services to assist the City in complying Federal, state, and local guidelines and requirements and with our local landscaping and development ordinances and special projects as required. The purpose of the solicitation was to for the selected firm to provide these support services to the City's Community Development Department for two (2) years. The successful respondent will be assigned work on a task-order basis for plan review and special projects as required.

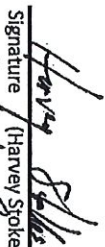
**FACTS AND ISSUES:** In response to the Request for Proposal (RFP) #19-004 for On-Call Landscape Architectural Services, the City of Fairburn received proposals from seven (7) prospective firms. Based on the firm's staff qualifications, similar clients/contracts, project understanding, project administration, local presence and the fee proposal the Selection Committee selected Pond & Company as the successful respondent.


**RECOMMENDED ACTION:** Staff recommends that the City Council approve a contract award with Pond & Company for On-Call Professional Engineering & Landscape Architectural Services and authorize the Mayor to sign the Agreement for Professional Services for these services.

  
Elizabeth Carr-Hurst, Mayor

RFP #19-004 --On-Call Professional Engineering & Landscape Architectural Services

Rank	Firm	Proposal Evaluation					Totals	Notes, Comments, etc.
		Harvey Stokes	Jason Raper	Lee Hauesler	Lester Thompson	Tarika Peaks		
3	CPL	64.75	90.4	64.05	92.75	93.6	406	
6	Falcon Design Consultants	65.5	89.2	62.2	82.25	82.5	382	
5	Gaskins	70.75	89.3	60.1	82.25	85.1	388	
2	Moreland Altcobell	78.75	90.7	58.7	94	94.5	417	
4	Paragon Consulting Group	73.25	89.3	47.5	91.25	90.5	392	
1	Pond Co.	69.75	87.8	77.6	94.25	95	424	
7	Skyline Engineering & Construction	77.25	88.4	32.75	83.5	89.5	371	

  
Signature (Harvey Stokes)

  
Signature (Masop Kaper)

  
Signature (Lee Hauesler)

  
Signature (Lester Thompson)

  
Signature (Tarika Peaks)



# **Request for Proposal**

## **ON-CALL PROFESSIONAL ENGINEERING & LANDSCAPE ARCHITECTURAL SERVICES**

**CITY OF FAIRBURN, GA**

**RFP #19-004**

The City of Fairburn, Georgia is soliciting responses to the above referenced Request for Proposal (RFP). This RFP seeks to identify one or more consultants who are qualified to provide Landscape Architectural Services for the City of Fairburn, Georgia. Information about this contract opportunity is provided below and on the City's website, located at [www.fairburn.com](http://www.fairburn.com).

Instructions for preparation and submission of proposals are included in this package. All proposals must be received at the City of Fairburn City Hall, located at 56 Malone Street, Fairburn, Georgia 30213, no later than 3:00 PM on June 14<sup>th</sup>, 2019 to receive consideration.

All questions concerning the RFP must be addressed in writing to Lester Thompson at [lthompson@fairburn.com](mailto:lthompson@fairburn.com) no later than 3:00 PM on June 5, 2019.

### **BACKGROUND AND INFORMATION**

The City of Fairburn is soliciting proposals from qualified professional consultants to assist the City in complying Federal, state, and local guidelines and requirements and with our local landscaping and development ordinances and special projects as required. The purpose of this solicitation is to provide these support services to the City's Community Development Department for two years. The successful respondent will be assigned work on a task-order basis for plan review and special projects as required in order of priority to the City.



## **STATEMENT OF QUALIFICATIONS SUBMISSION REQUIREMENTS AND EVALUATION**

The complete original proposal must be submitted in a sealed package. All proposals shall be marked, **RFP # & Project Name, as described above**. Respondents shall be responsible for the actual delivery of proposals during business hours to the City of Fairburn. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.

Firms should provide the following information related to this RFP:

- Letter of Interest
- Firm profile and qualifications
  - List applicable registrations, certifications, & training completed
  - Certifications as a DBE
- Current or past public-sector clients
- Resumes of key personnel that will be assigned to this project
- Project Approach Summary
- **A separate sealed fee proposal, consisting of no more than two pages, listing the hourly rates for each of the staff anticipated to work the contract, and itemized list of reimbursable expenses, shall be submitted with your response.**

Responses to this RFP should be in the form of a written proposal not to exceed 15 pages, excluding the cover letter. The City will select the respondent that demonstrates the best combination of qualifications, price, and overall value to the City. Interviews may be required; however, the City reserves the right to award a contract based upon evaluation of the written proposals only, or evaluation of any other submitted materials alone or in combination with other materials.

All proposals must be in writing and must be received at the address below no later than 3:00 PM on June 14, 2019. All proposals, delivered by hand or other methods, should clearly indicate the information below on the outside of the sealed package or envelope. One (1) unbound and four (4) bound original copies of the complete proposal are required.

### **PROPOSAL: ON-CALL PROFESSIONAL ENGINEERING & LANDSCAPE ARCHITECTURAL SERVICES – RFP # 19-004**

City of Fairburn  
56 Malone Street  
Fairburn, Georgia 30213  
Attn: City Engineer

## **SCOPE**

The scope of the work includes civil engineering/site development plan review services to include landscape plan review services and special projects as needed over a period of two years. The typical plan review process for a Land Disturbance Permit includes site visits, multiple reviews, a preconstruction meeting, coordination meetings with developers and City of Fairburn employees, and a final site inspection.

## **Qualifications:**

Provide the following information:

- a.) Company name
- b.) Company address
- c.) Name of primary contact and all contact information including telephone number and E-mail address
- d.) Provide form of ownership, including state of residency or incorporation, and the number of years in business. State if the respondent is a sole proprietorship, partnership, corporation, LLC, joint venture, or other structure. For Joint venture entities that have not undertaken at least two projects together, each team should submit its qualifications separately.
- e.) Resumes of all professionals proposed for the team.
- f.) Experience of the project team with similar contracts
- g.) Project approach
- h.) Names and telephone numbers of clients for whom your company has performed similar services for the past five years

## **SELECTION CRITERIA FOR PROSPECTIVE CONSULTANTS:**

To receive consideration, the respondent's proposal should be responsive to the project requirements described in the Submission Requirements section of this document. The contract will be awarded to the respondent determined to be the most qualified to perform the work based on an established evaluation criteria. The City of Fairburn reserves the right to split a contract award such that multiple respondents receive at least a portion of the award.

A selection committee will be convened to evaluate the proposals based on the following weighted criteria:

<u>Firm/Staff Qualifications.</u>	30%
<u>Similar Clients/Contracts.</u>	20%
<u>Project Understanding.</u>	15%
<u>Fee Proposal.</u>	25%
<u>Project Administration</u>	5%
<u>Local Presence</u>	5%
<i>Total:</i>	100%



Local Presence is defined as following:

A. The business has a physical structure (dwelling) located in the geographical boundaries of the city. A business with a post office box only, does not qualify for such credit. The business must be performing a commercial useful function within the dwelling.

B) The majority owner of the business lives within the geographical boundaries of the city, but the business is not geographically located in the city. The owner must own, manage, and control at least 51% of the business to be deemed the majority owner.

C) At least 50% of the business employees are residents within the geographical boundaries of the city.

Upon completion of an initial evaluation by the committee, a short-list of consultants and interviews may be utilized to make a final recommendation to the Fairburn City Council and Mayor for approval.

#### **NOTICE OF AWARD**

The primary intent of this RFP is to identify a single source to provide all of the needed services; however, the City of Fairburn reserves the right to make split awards.

If the City of Fairburn decides to split the award, it will do so to the top highest scoring respondents. The highest scoring respondent(s) will be sent a Notice of Award. The Notice of Award is not notice of an actual contract award; instead, it is notice of the City of Fairburn's expected contract award(s) pending resolution of the protest process. The Notice of Award ("NOA") is the City of Fairburn's public notice of actual contract award(s) and must be approved by City Council.

#### **SCHEDULE**

The schedule of events set forth herein represents the City of Fairburn's best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates, up to and including the closing date of the RFP, will be publicly posted prior to the closing date of this RFP. After the closing date of the RFP, the City of Fairburn reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award, and the contract term on an as needed basis with or without notice.

Description	Date	Time
Release of RFP	05/15/19	N/A
Deadline for written questions to City of Fairburn	06/05/19	3:00 p.m. ET
Responses to Written Questions	06/10/19	5:00 p.m. ET
Proposals Due/Close Date and Time	06/14/19	3:00 p.m. ET
Proposal Evaluation Completed (on or	06/28/19	N/A



about)		
Notice of Award (on or about)	07/09/19	N/A

### **CONFLICTS OF INTEREST**

Each respondent must include a full disclosure of all potential organizational conflicts of interest for each member of its team. The responder is prohibited from receiving any advice or discussing any aspect of the project or its procurement with any person with whom it has a conflict of interest. By submitting its proposal, each respondent agrees that, if a conflict of interest is thereafter discovered, the respondent must make an immediate and full written disclosure to the City of Fairburn that includes a description of the action that the respondent has taken or proposes to take to avoid or mitigate such a conflict. If the respondent was aware of a conflict of interest prior to award and did not disclose the conflict to the City of Fairburn, The City of Fairburn may terminate the award for default.

### **RESTRICTIONS ON COMMUNICATING WITH STAFF**

From the issue date of this RFP until the results are announced, respondents are not allowed to communicate about this solicitation or scope with any City staff except for the submission of questions as instructed in the RFP. Prohibited communication includes all contact or interaction, including but not limited to telephone, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The City of Fairburn reserves the right to reject the request of any respondents violating this provision.

### **INFORMATION & INSTRUCTIONS**

**Responsibility:** It is the sole responsibility of the Respondent to assure that they have received the entire Request for Proposal (RFP).

**Changes or Modifications to RFP:** Respondents will be notified in writing of any change in the specifications contained in this RFP.

**Interpretations:** No verbal or written information that is obtained other than through this RFP or its addenda shall be binding on City of Fairburn. No employee of City of Fairburn is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document.

**Right of Rejection and Clarification:** City of Fairburn reserves the right to reject any and all proposals and to request clarification of information from any respondent. City of Fairburn is not obligated to enter into a contract on the basis of any proposal submitted in response to this document.

**Request for Additional Information:** Prior to the final selection, the respondent may be required to submit additional information which the City may deem necessary to further evaluate the respondent's qualifications.

**Denial of Reimbursement:** City of Fairburn will not reimburse respondents for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

**Gratuity Prohibition:** Respondents shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of City of Fairburn for the purpose of



influencing consideration of this proposal.

Right of Withdrawal: A proposal may not be withdrawn before the expiration of ninety (90) days from the proposal due date.

Right of Negotiation: City of Fairburn reserves the right to negotiate with the selected respondent the fee for the proposed scope of work and the exact terms and conditions of the contract.

Exceptions to the RFP: It is anticipated that respondents may find instances where they may take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for City of Fairburn, and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.

Indemnification: The Respondent, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless City of Fairburn, its employees, and agents, from any liability of any nature or kind in regard to the delivery of these services. The Respondent shall secure and maintain General Liability Insurance as will protect him from claims under the Workers Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of his services under this contract. Further, the respondent shall provide City of Fairburn with evidence and the amount of Errors and Omissions Insurance, i.e. Professional Liability Insurance currently in effect.

Rights to Submitted Material: All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by respondents shall become the property of City of Fairburn when received.

Title VI/Nondiscrimination Statement: No person shall on the grounds of race, color, national origin, sex, age and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the City. The City does further commit that it will affirmatively ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 will be afforded full opportunity to submit in response to this request and will not be discriminated against on the grounds of race, color, national origin, sex, age, handicap/disabled in consideration of an award.

Copies: One unbound original and **four (4) bound** original copies of the Proposal and supporting documents must be submitted in response to the RFQ.

Termination of Contract: City of Fairburn may cancel the contract at any time for breach of contractual obligations by providing the successful respondent with a written notice of such cancellation. Should City of Fairburn exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation.

Assignment: The successful respondent shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of City of Fairburn.

Conflict of Interest: The respondent covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The respondent further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

Independent Contractor: The respondent represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of City of Fairburn. Therefore, the respondent shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save, and hold City of Fairburn, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. The respondent shall further understand that City of Fairburn cannot save and hold harmless and or indemnify the respondent and/or the respondent's employees against any liability incurred or arising as a result of any activity of the respondent or any activity of the respondent's employees performed in connection with the contract.

Contract: The contract between City of Fairburn and the respondent shall consist of (1) the RFP and any amendments thereto, (2) the proposal submitted by the respondent to the City in response to the RFP, and (3) executed contract (Consultant Agreement) between City of Fairburn and the successful respondent. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Consultant Agreement shall govern. However, City of Fairburn reserves the right to clarify any contractual relationship in writing with the concurrence of the respondent, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the respondent's proposal. In all other matters not affected by the written clarification, if any, the RFP shall govern.

Compliance with Laws: In connection with the furnishing of supplies or performance of work under the contract, the respondent agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, Georgia Security and Immigration Compliance Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.





# POND

Request for Proposal (RFP)

On-Call Professional Engineering & Landscape  
Architectural Services - RFP #19-004

City of Fairburn  
June 14, 2019





55 Ivan Allen Jr. Boulevard, Suite 850 T: 678.336.7740  
Atlanta, Georgia 30308 www.pondco.com

June 14, 2019

City of Fairburn  
56 Malone Street  
Fairburn, Georgia 30213  
Attn: City Engineer

Re: RFP #19-004 On-Call Professional Engineering & Landscape Architectural Services

Dear City Engineer and Selection Committee Members:

Our staff of 500+ experienced architects, engineers, landscape architects, planners, and constructors offer the depth and diversified experience to successfully service this contract.

The experienced professionals representing the Pond Team have been carefully selected to provide the best combination of management, organization, and technical experience. We understand Fairburn's need for quality and timely plan reviews.

**Quick & Responsive Service:**

Pond is a homegrown metro-Atlanta firm with national expertise in program management and on-call service excellence for government and local clients such as Gwinnett County, DeKalb County, MARTA, the City of Atlanta, Georgia Department of Natural Resources, Georgia Department of Transportation, and various state agencies and local governments. Having our uniquely diversified team of experienced professionals operating out of our local Atlanta office will streamline communication and operations to provide Fairburn with service that is responsive and value-oriented.

**Local Government Expertise:**

Since our inception in 1965, Pond has established and managed multiple on-call contracts for federal, state and local governments. Our Contract Manager, Andrew Kohr, PLA, ASLA will use his expertise to collaborate with the City of Fairburn to manage the contract while exercising fiscal prudence and timeliness.

**24/7 Access to Experts:**

Unique from most firms, our team of experts will be available to the City of Fairburn under this contract to answer questions or provide assistance.

In response to the Request for Proposal, Pond would like to submit the following statements for consideration:

- Pond does not have any current or previous work with the City of Fairburn over the past five years.
- The most significant engagements similar to this contract can be found in the Representative Experience tab.
- Pond has not contributed to any elected officials currently employed by the City of Fairburn.
- Pond does not foresee any conflicts of interest in working with the City of Fairburn.

For more than 54 years, Pond has served local governments with a strong foundation of communication, professional expertise, and excellent customer service. Pond will use this foundation to bring the highest quality service for managing this contract. On behalf of the entire Pond Team, we look forward to a favorable review of qualifications.

Should you have any questions or require further information about our services, please contact Andrew Kohr at 404.556.8758 or KohrA@pondco.com.

With kind regards,

Bob Williams, PE  
Vice President

Andrew Kohr, PLA, ASLA  
Senior Project Manager

Architects  
Engineers  
Planners  
Constructors

## Firm Profile and Qualifications



## Firm Profile and Qualifications

**Company Name:**

Pond & Company (Pond)

**Address:**

HQ | 3500 Parkway Lane, Suite 500  
Peachtree Corners, GA 30092

Atlanta | 55 Ivan Allen Jr. Boulevard, Suite 850  
Atlanta, GA 30308

**Primary Proposal Contact:**

Andrew Kohr, PLA, ASLA  
P: 404.556.8758  
F: 678.336.7744  
E: KohrA@pondco.com

**Form of Ownership:**

Private, Pond is a Georgia Corporation.

**Years in Business:**

54 Years (established in 1965)

**History and Growth**

Headquartered in Peachtree Corners, Georgia, Pond is a full-service architecture, engineering, planning, and construction management firm.

- Pond is Experienced in managing civil engineering/site development and landscape plan review services. Our key team has extensive personal experience in working with city and county governments.
- Our primary commitment is to our clients. We will take the time to actively Listen to the City of Fairburn's needs for each project, then use the information to monitor the work being completed on behalf of the city to maximize funds.
- We assist key stakeholders to Plan for projects based on the current and future needs of the community, while being mindful of funds and schedule.
- Our experienced engineers, landscape architects, and planners work in unison to ensure projects are Delivered with exceptional results for the city.

**We want to be your partner!**

Pond is among the region's most accomplished interdisciplinary project and program management, architecture, engineering, landscape architecture, planning, and construction firms.

Pond was originally founded in 1965 as Armour & Associates and built a solid reputation as Armour, Cape & Pond. The firm changed its name to Pond & Company in 1998.

Pond continues to grow based upon the firm's strength in providing excellent on-call, architectural and engineering services for local, state and federal government agencies. Pond manages and designs more than \$300M. in construction of new and renovated facilities each year.

Pond's staff of 550+ professionals provide a deep bench of experience and the capabilities to offer personalized solutions to help clients manage projects from concept to completion – and everything in between – with confidence and clarity.

**Conflict of Interest**

Pond and its team members do not anticipate any conflicts of interest with the City of Fairburn.

**Training and Experience**

Our team of experienced professionals has the following training and/or certifications. Detailed information can be found on key team member resumes located on subsequent pages.

- Professional Engineer, Georgia
- Registered Landscape Architect, Georgia
- GA Soil and Water Conservation Commission (GSWCC) Level II Certified Design Professional
- USGBC LEED® Accredited Professional
- IH - Professional Liability IQ



"We have been very pleased with the quality of work performed by Pond and the responsiveness of their staff and their continued dedication to the projects even after completion."

Chuck Warbington  
Lawrenceville City Manager



## Mangaging Projects for Government Agencies

Pond has long held On-Call, Indefinite Delivery Indefinite Quantity (IDIQ), and similar Demand Services and Renewable Professional Services Contracts for local, state, and federal municipal governments. Pond is well-versed in the ins and outs of Demand Services A/E contracts; frankly, it is in the DNA of our company. We have held well over 100 unique IDIQ and Demand Services contracts, accumulating thousands of Task Orders across all contracts. Our Transportation and Community Development Group, which includes landscape architecture, civil engineering, and transportation planning/engineering currently holds 37 different IDIQ and On-call contracts from a variety of clients, including cities, counties, DOTs, parks departments, and school systems. We understand the type and demands of work that is delivered through on-call contracts.

You can have confidence that our team will execute each Task Order with precision, creativity, and efficiency.

We also fully understand that many of the Task Order projects may be more routine in nature; however no matter the project, we will put forth the same effort, care, and creativity for developing the best solution for the Task Order at hand.

Pond is the firm to select for this on-call contract. In 2019, we are celebrating 54 years of service in metro-Atlanta, and a growing staff of more than 550 professionals from which to draw expertise and creativity. Our company is strong, growing, and well-respected, which affords us the opportunity to bring great teaming partners to the table while having access to all the resources necessary to deliver projects at the highest quality.

Pond's past experience with on-call contracts demonstrates our breadth and depth of experience to meet the challenges of numerous projects. We understand the nature of on-call contracts and that our clients all have unique needs and procedures.

We bring to these projects our organizational flexibility, effective and reliable management, and a track record of work-flow management, as well as a wide range of experience with various agencies with different organizational structures.

### City and Local Government On-Call Management Experience

Serving local and national governments through program management and on-call contracts is the cornerstone of Pond's 54 year success. Some of our clients include:

- Aerotropolis Atlanta Community Improvement Districts
- Air Force Civil Engineer Center
- Atlanta BeltLine
- City of Acworth
- City of Alpharetta
- City of Atlanta
- City of Augusta
- City of Chamblee
- City of Duluth
- City of Flowery Branch
- City of Milton
- City of Newnan
- City of Norcross
- City of Peachtree City
- City of Sandy Springs
- City of Sugar Hill
- Cobb County DOT
- Cumberland Community Improvement District
- DeKalb County DOT
- DeKalb County (Park Planning & Development)
- FAA Southern Region
- Federal Bureau of Prisons
- Fulton County Schools
- Gateway85 Gwinnett Community Improvement
- Georgia Department of Natural Resources
- Georgia Department of Transportation (GDOT)
- Georgia State Finance & Investment Commission
- Gwinnett County
- Hartsfield-Jackson Atlanta International Airport
- MARTA
- Naval Facilities Engineering Command (NAVFAC)
- U.S. Fish & Wildlife Service
- U.S. National Parks Service
- United State Army Corp of Engineers
- USDA Forest Service
- White County Facilities Management



Resumes

**Andrew Kohr, PLA, ASLA**

Contract Manager | Primary Point of Contact

**Education**

Master of Landscape Architecture, Ball State University, 2005

Bachelor of Arts, Historic Preservation, Mary Washington College, 2002

**Registration / Training**

Registered Landscape Architect, Georgia #LA001614

Registered Landscape Architect, Tennessee #1081

Registered Landscape Architect, South Carolina #1156

Landscape Architect #45947, Council of Landscape Architectural Registration Boards

PDP Certification, Georgia Department of Transportation

**Professional Affiliations**

American Society of Landscape Architects

Atlanta Urban Design Commission (past chair)

Board Member - Cherokee Garden Library

Board Member - Smith-Gilbert Gardens

Board Member - Central Atlanta Progress

Advisory Committee member - Hills and Dales Estate

Andrew has more than 14 years of experience working on public realm design projects and site development ranging from small pocket parks to large, federally-funded streetscapes. Prior to Pond, Andrew managed the Fairburn Downtown LCI Implementation Plan, working closely with city staff and council to advance this project to construction. Andrew's experience with the city is advantageous for city staff because he understands the community well. In addition to this project, Andrew has managed multiple park, trail, sidewalk and streetscape projects. He has also had experience assisting communities in pursuing funding opportunities. Andrew will serve as the primary point of contact and coordinate projects and design reviews with a group of talented and experienced team of landscape architects and engineers.

**Project Experience**

Downtown Fairburn Livable Centers Initiative  
Implementation Plan  
Fairburn, GA  
Project Manager

Fairburn Road Complete Streets Plan  
Atlanta, GA  
Project Manager and Design Lead

GSU Kell Hall Library Plaza Demolition  
Atlanta, GA  
Landscape Architect

Atlanta BeltLine Enota Park  
Atlanta, GA  
Landscape Architect

GA10/US278 Streetscape Improvements  
Avondale Estates, GA  
Project Manager

Parking Lot Plaza Renovations, Cleveland State  
Community College  
Cleveland, TN  
Project Manager



**Jason Bach, PE**

Civil/Site Lead

**Education**

BS, Civil - Environmental Engineering, Georgia Institute of Technology, 2006

**Registration**

Professional Engineer, Georgia #35727

**Professional Affiliations**

N/A



Jason has over nine years of experience as a Professional Engineer. During this time, he has worked on multiple aspects of site design and project management for a wide variety of projects including commercial, industrial, banking, residential, federal (research), healthcare, and higher education. He brings a wide range of skills and knowledge to the table with his experience, including project management, permit coordination, site and utility design and engineering, hydrology design, and client relations and communications.

Jason's experience includes the City of Duluth where he is providing a holistic review process to ensure the best possible result for the city's long-term interests. This process includes timely technical review services for any Land Disturbance Permits submitted to the city, based on the city's review checklist. It has also included a higher-level engineering/peer review to assess long-term design concerns and correlating existing design projects with future planning.

**Project Experience**

City of Duluth On-Call Plan Reviews  
Duluth, GA  
Civil Engineer

MS4 Detention Pond Inspection  
Duluth, GA  
Project Manager

City of Acworth On-Call Plan Reviews  
Acworth, GA  
Civil Engineer

MECIV Site Evaluation Assistance  
College Park, GA  
Project Manager

City of Decatur On-Call Civil/Stormwater  
Decatur, GA  
Civil Engineer

Johns Creek Parks  
Johns Creek, GA  
Civil Engineer

City of Flowery Branch On-Call  
Flowery Branch, GA  
Civil Engineer

Forsyth County Building Plan Review Services  
Forsyth County, GA  
Civil Engineer

Atlanta Battle Monument Civil Plans/Permitting  
Atlanta, GA  
Civil Engineer

Sterling Community Sewer Review  
Flowery Branch, GA  
Project Manager

Jester's Creek  
Morrow, GA  
Civil Engineer

Atlanta BeltLine Enota Park  
Atlanta, GA  
Civil Engineer

**Andrea Greco, PLA, ASLA, ISA Certified Arborist**  
Arborist/Landscape Architecture Lead**Education**

MLA, Landscape Architecture, University of Georgia, 2000  
BA, Biology and Environmental Studies, Bucknell University, 1997  
Wetland Delineation Certification  
Certification in Native Plants

**Registration**

Professional Landscape Architect, GA #1404  
GSWCC – Level II Certified Design Professional #31788  
ISA Certified Arborist, GA #SO-6902A

**Professional Affiliations**

American Society of Landscape Architects



Andrea has more than 18 years of experience in design from conceptual master plans to construction documentation and construction administration. Her experience overseeing projects through to the permitting and construction stages better informs her decision making and recommendations in the planning process. She has an in-depth understanding of funding and regulatory requirements that need to be taken into account in the early stages of a project. Andrea is passionate about incorporating sustainable landscape features in her projects. Whether it be through plant selection, soil enhancements, or carefully selected site furnishings, she feels that it is critical that her projects are spaces that are beautiful, functional, and enjoyable.

Her training as an ISA Certified Arborist has enabled her to do site plan and tree protection reviews as an in-house consultant for the City of Chamblee, where she served as the City Arborist from 2013-2014. She has worked with civil engineers and permitting agencies in order to preserve specimen trees on projects, including at the Atlanta History Museum site renovations and Sawnee Mountain Preserve Phases 1 and 2.

**Project Experience**

Chamblee Planning Department Services  
Chamblee, GA  
City Arborist/In-House Consultant

Douglas County Greenspace Program  
Douglas County, GA  
Landscape Architect

Truman Parkway Landscape Plan  
Savannah, GA  
Landscape Architect

I-4 Ultimate Landscape Plans Review  
Orange and Seminole Counties, FL  
Landscape Architect

Fort Benning Family Housing Landscape and  
Streetscape Plans  
Fort Benning, GA  
Lead Landscape Architect

Veteran's Park and Atlanta History Center Site  
Renovations  
Atlanta, GA  
Project Manager

Land Disturbance Permit Experience  
Tribble Mill Park Trails Expansion  
Lawrenceville, GA  
Project Manager

Peachtree Ridge/Bethesda Park Turf Conversions  
Suwanee and Lawrenceville, GA  
Project Manager

GlenCastle Renovation  
Atlanta, GA  
Landscape Architect

Tobie Grant Recreation Center  
Scottdale, GA  
Landscape Architect



## Kevin Hendrix, PE, LEED AP

Civil/Site

### Education

BS, Construction Engineering, Southern Polytechnic State University, 2010

BS, Civil Engineering Technology, Southern Polytechnic State University, 2008



### Registration

Professional Engineer, Georgia #PE038968

GSWCC – Level II Certified Design Professional (#0000072292)

USGBC LEED® Accredited Professional

Kevin has 14 years of experience in the civil/site design of projects throughout the southeastern US. He has extensive experience with stormwater analysis and stormwater management design. Specialties include hydrologic and hydraulic modeling, water quality best management practice design, detention and retention design, grading and erosion control design, plan and report production, and project coordination. Kevin also has extensive experience permitting with local, state, and federal jurisdictions.

### Project Experience

Grove Way/Bush Street  
Roswell, GA  
Project Manager

City of Duluth On-Call Plan Reviews  
Duluth, GA  
Civil Engineer

GlenCastle Renovation  
Atlanta, GA  
Civil Engineer

Rhodes Hall Site Improvements  
Atlanta, GA  
Project Manager

Peachtree Ridge/Bethesda Park Turf Conversions  
Suwanee and Lawrenceville, GA  
Civil Engineer

Public Safety Complex Master Planning  
Marietta, GA  
Civil Engineer

## Sydney Thompson, PLA, ASLA

Design Review

### Education

BLA, Landscape Architecture, University of Georgia, 2013

### Registration

Professional Landscape Architect, GA  
#LA001801

GSWCC – Level II Certified Design Professional #0000081873



### Professional Affiliations

American Society of Landscape Architects

Sydney has experience in permitting both public and private projects (single-family homes to public parks to mixed-use communities) and has been heavily involved in internal reviews ahead of project submittals. She regularly reviews tree recompense and removal ordinances (as well as landscape regulations) in-house to make sure projects are complying with the municipality's permitting standards. Sydney is also involved in internal redline reviews of permit plans.

### Project Experience

Atlanta BeltLine Enota Park  
Atlanta, GA  
Landscape Architect

Findley Plaza Revitalization  
Atlanta, GA  
Landscape Architect

Tobie Grant Recreation Center  
Scottdale, GA  
Landscape Architect

Wesleyan School Phase I Improvements  
Peachtree Corners, GA  
Landscape Architect

Chastain Park Playground Renovation  
Atlanta, GA  
Landscape Architect

AlphaLoop  
Alpharetta, GA  
Landscape Architect



**Lauren Blaszyk, AICP**  
Site Development Plan Review**Education**

Bachelor of City  
Planning, University of  
Virginia, 1997

**Registration**

American Institute  
of Certified Planners  
#027542

**Professional  
Affiliations**

American Planning Association, Georgia Chapter  
District 3 Representative, GPA Board of Directors  
Past Vice President of Programs, GPA Board of  
Directors

Lauren has more than 15 years of experience in planning, including land use, transportation, economic development, the National Trust for Historic Preservation's Main Street Program, policy, and public involvement. She has spent her career in both the public and private sectors, which gives her a unique perspective on planning projects and issues. Lauren's public sector experience includes working for the cities of Fayetteville, Norcross, and College Park. Her responsibilities in Fayetteville and College Park included site plan review for compliance with zoning and development regulations. As a consultant, Lauren has worked with municipal and county governments, development authorities, and state agencies on a wide range of plans and studies, including code and development regulation updates.

**Project Experience**

College Park Planning and Zoning Services  
College Park, GA  
City Planner

Fairburn Comprehensive Plan Update  
Fairburn, GA  
Planner

Fayetteville Planning Services  
Fayetteville, GA  
Planner

Milton Unified Development Ordinance (UDO)  
Milton, GA  
Pond Project Manager

**BJ Martin, PE, LEED AP**  
Quality Control**Education**

BS, Civil Engineering,  
Auburn University, 1998

**Registration /Training**

Professional Engineer,  
GA#037284

USGBC LEED®  
Accredited Professional

**Professional  
Affiliations**

Association of County Commissioners of Georgia  
(ACCG)  
Georgia Municipal Association (GMA)  
Georgia Economic Developers Association (GEDA)

BJ has more than 20 years of extensive experience working with local governments, both as a Project Manager and in support of their overall program.

His diverse experience in transportation, site development, transit, and expert witness testimony grants him a firm understanding of projects and how to manage the complexities of scheduling, funding, and implementation. He has worked with local governments to define implementation strategies, apply creativity to project funding, coordinate with state agencies and regional authorities, manage certifications for federal funding participation, manage grants, orchestrate consultant or contractor procurement, manage bids, supervise construction, and more.

**Project Experience**

City of Griffin Transportation Program Manager  
Griffin, GA  
Transportation Program Manager

Infrastructure Assessment & Asset Management  
Multiple Counties, GA  
Program Manager

Downtown City Center  
Alpharetta, GA  
Project Manager

Intersection Improvement Project  
Griffin, GA  
Construction Supervisor



**Bob Williams, PE, LEED AP**  
Principal-in-Charge**Education**

BS, Civil Engineering,  
New Jersey Institute of  
Technology, 1989

**Registration /Training**

Professional Engineer,  
GA #PE35328

GSWCC – Level

II Certified Design

Professional #0000051631

USGBC LEED® Accredited Professional

IH - Professional Liability IQ

**Professional Affiliations**

National Association of Industrial and Office  
Properties (NAIOP)

Bob has more than 29 years of experience in civil, environmental and structural engineering, and construction. He provides his teams with quality control oversight and engineering input. Bob has also served as an expert witness on behalf of local governments, written subdivision and land development ordinances, and has conducted flood studies, including along the Delaware River. He has interacted extensively with local residents, community groups, elected officials and approving agencies at all levels.

Bob will be engaged on any given task, as well as to ensure proper resources and staffing are available and assigned to meet time and budget needs.

**Project Experience**

City of Decatur On-Call Civil/Stormwater  
Decatur, GA  
Principal-in-Charge

City of Duluth On-Call Plan Reviews  
Duluth, GA  
Project Manager

City of Acworth On-Call Plan Reviews  
Acworth, GA  
Project Manager

JB Williams Park  
Gwinnett County, GA  
Principal-in-Charge



Pond's Landscape Architecture Studio

## Representative Experience



## City of Duluth On-Call Plan Reviews

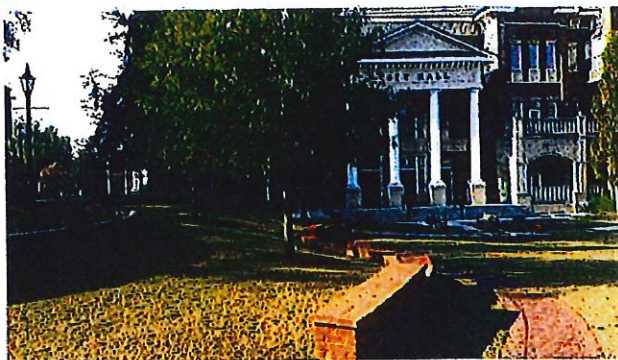
Duluth, GA

Pond provides city engineering services for the City of Duluth in the form of a full-time City Engineer and a part-time Assistant City Engineer. Through this contract, Pond provides written Request for Proposals (RFPs) for design and on-demand services; manages all transportation projects on a day-to-day basis from the office and in the field (for those under construction); processes invoices and pay applications; and coordinates with staff throughout the City, including public works, public safety, parks, economic development, marketing and events, planning, GIS, and code enforcement.

Pond presents to Mayor and City Council on a regular basis and is accountable for all capital and stormwater project scopes, schedules, and budgets. Pond reviews all consultant submittals prior to submitting to partner agencies. Pond coordinates regularly with Gwinnett County Department of Water Resources (DWR), Norfolk Southern Railroad (NS), and all utility owners affected by projects within the City. Pond manages the City's right-of-way registration process for utilities doing their own work within City right-of-way. In addition, Pond set up and maintains a document control system for all capital projects that did not exist prior to our arrival. Pond streamlined and standardized the process to be consistent and reliable. Pond also reviews contracts for all capital projects to ensure they are consistent with the City's goals for risk management.

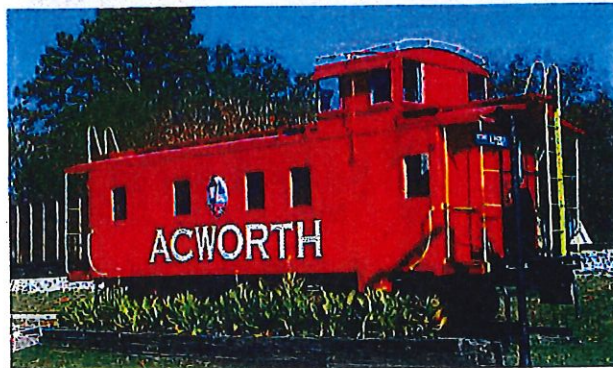
### Client Contact:

James Riker  
City Manager  
City of Duluth  
3167 Main Street  
Duluth, Georgia 30096  
P: 770.476.1790  
E: jriker@duluthga.net





## City of Acworth On-Call Plan Reviews Acworth, GA



As City Engineer, Pond's responsibilities have included design and consultant plan reviews for the City of Acworth. Pond is responsible for reviewing all private development plan submittals within the City to determine if the project meets the City's ordinances and state/federal codes.

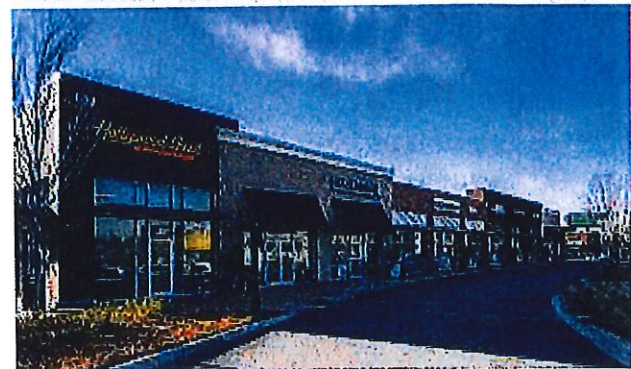
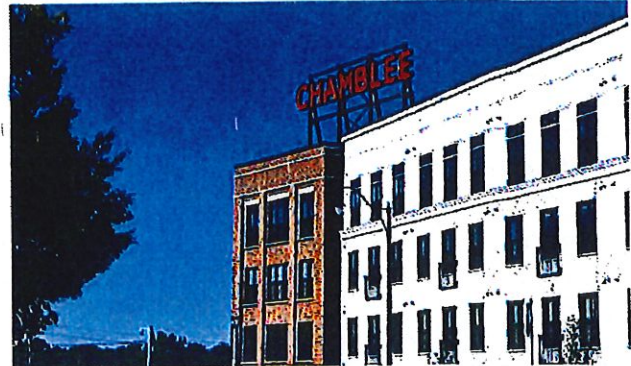
Representative task orders include:

- 3329 Cobb Parkway
- 4461 S. Main Street
- Cottages of Acworth
- Celebration Acworth
- Legacy at Walton Overlook
- Walton Legacy School Street
- Logan Farm Park
- Distribution Center
- Weaver Drywall
- Boyd + Burton ESC
- Community Center

### Client Contact:

Christine Dobbs  
Community Development  
City of Acworth  
4415 Senator Russell Ave.  
Acworth, Georgia 30101  
P: 770.974.3112  
E: cdobbs@acworth.org

## City of Chamblee On-Call Plan Reviews Chamblee, GA



As City Engineer and Planner, Pond's responsibilities included design and consultant plan reviews for the City of Chamblee. The Pond Team was responsible for reviewing all private development plan submittals within the City to determine if the project met the City's development regulations.

Representative task orders include:

- Canfield Drive
- Malone Drive Zoning Compliance
- 3020 Park Lane Site Review
- PDK Tract 6 AVGAS
- 5256 Peachtree Road Lofts
- 5468 Centennial Park
- 10 Gentry Drive Permitting
- 3092 Jefferson Street
- 5130 Peachtree Boulevard Permitting
- Ed Voyles Acura Land Disturbance Permit
- 3681 School Street (Lot 30) Permit

### Client Contact:

Eric Clarkson  
Mayor  
City of Chamblee  
5468 Peachtree Road  
Chamblee, Georgia 30341  
P: 678.428.2638  
E: eclarkson@chambleega.com



## Project Approach

## Project Approach

### Team First Approach

Pond envisions itself as an extension of the City of Fairburn's staff.

We are a part of your team, and as we work together to review plans and carry out specific task orders, our intent is to engage you in the process and align our decisions with the city's values and ordinances.

Andrew Köhr, PLA, ASLA will serve as the client liaison/primary point of contact and Program Manager responsible for this contract. He will oversee an experienced team of landscape architects and civil engineers that are adept at reviewing site development plans, tree removal and recompense plans, and erosion and sediment control plans. We also have in-house urban planners such as Lauren Blaszyk, AICP who have previously worked in nearby communities, including College Park, conducting site plan reviews and responding to zoning issues. This expertise provides additional benefits to serve Fairburn including the ability to help improve response times for development applications.

### Quality Control

Quality control is an essential component of construction plan development. Bob Williams, PE, LEED AP, and BJ Martin, PE, LEED AP will ensure that our processes are followed, adequate staff is available to review projects, and the City of Fairburn is receiving consistent, high-quality service for each review and task order. All of our decisions will be documented, and as necessary, we will bring in in-house staff experts to address specific issues. Quarterly, we will review our services with city staff to ensure Fairburn is receiving its intended return on investment.

### Standard Review Procedures

Upon selection, Pond will meet with Fairburn staff to review standard procedures on site development plan reviews. We will review existing zoning and development regulations to familiarize ourselves with current the policy. If the city does not have a standard site plan review checklist, we have examples that we can develop for the city to be used to document our decisions.

We are prepared to review plans as requested by the city. Based on the size and complexity of the project, we anticipate a two-to-five-day turnaround with documented responses. Each project is unique, and there may be situations where we schedule a meeting with the applicant to address questions and concerns. Each response will document city ordinance and reasoning for the decision for city records. As needed, we can attend city council meetings and address specific projects. As noted, we will meet with the city staff quarterly to review our process to improve project efficiency.

### Specialized Projects

There may be situations that require special task orders for planning or design projects. If these opportunities arise, we will meet with city staff to outline a scope of work. For specific design and planning task orders, our detailed scope will incorporate a schedule for anticipated design/engineering time, review time, and permitting time. Our intent is to work within your budget to provide the necessary task orders. We can also support the city on zoning ordinance updates/rewrites and land use planning assistance, as needed. Whether it is design review, smaller design task orders, or assistance with program prioritization, our intent is to help the City of Fairburn manage change well in a community that is experiencing growth.



## References

## References

### City of Duluth On-Call Plan Reviews

**Client Contact:**

James Riker, AICP  
City Manager  
City of Duluth  
3167 Main Street  
Duluth, Georgia 30096  
P: 770.476.1790  
E: jriker@duluthga.net

### City of Acworth On-Call Plan Reviews

**Client Contact:**

Christine Dobbs  
Community Development  
City of Acworth  
4415 Senator Russell Ave.  
Acworth, Georgia 30101  
P: 770.974.3112  
E: cdobbs@acworth.org

### City of Chamblee On-Call Plan Reviews

**Client Contact:**

Eric Clarkson  
Mayor  
City of Chamblee  
5468 Peachtree Road  
Chamblee, Georgia 30341  
P: 678.428.2638  
E: eclarkson@chambleega.com

"Pond has consistently provided a high-level of municipal engineering expertise and guidance. They raised the level of professionalism and spearheaded efforts to ensure we provide a consistent, high level of service to our residents.

The Pond Team has assisted the City in multiple roles across all types of projects. Services included, in-house engineering staffing that is overseeing the City's capital improvement projects, management of the MS4 requirements, including field inspections and regulatory documentation, plan reviews, facility assessments, drainage improvement projects, park and recreation design, and numerous professional assistance on a variety of tasks that are unique to a city.

Having worked with the Pond staff for the last 12 years, they have consistently delivered a superior product and customer service to the city. They work as an extension of our staff and work to find creative solutions that fit within our budget."

James Riker, AICP  
City Manager  
City of Duluth, GA



## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 22<sup>nd</sup> day of July 2019 by and between **POND & COMPANY**, a Georgia corporation ("Contractor") and THE CITY OF FAIRBURN, a municipality incorporated in the State of Georgia ("City").

### **Recitals:**

A. The City desires to secure professional service associated with the management of the construction of several improvement projects (the "Project").

B. The City has selected Contractor to perform certain Professional Services in connection with the Project, as more specifically set forth below.

C. The City and Contractor desire to enter into this Agreement to set forth the terms and conditions of the services to be provided by Contractor.

D. The City has established the necessary funding for the project through a combination of local, state, and federal funds.

NOW, THEREFORE, in consideration of the matters recited above, the mutual covenants set forth herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein.
2. Services by Contractor. Contractor shall perform the following services as directed by the City, or its designee, and in compliance with requirements of the proposal dated June 14, 2019, and approved by City Council on July 22, 2019:
  - (a) Perform the Professional Services as indicated on the Request for Proposal dated June 14, 2019 (Attachment 1);
  - (b) Compile or provide the necessary database of information to complete the scope of work;
  - (c) Keep the City, or its appointee, informed and apprised as to the status of progress by way of regular status reports;
  - (d) Coordinate with the City staff and any stakeholders in the performance of all of Contractor's services;
  - (e) Prepare and maintain files and records in compliance with requirements of the City and Georgia Open Records Act.

3. Contractor's Compensation. For the services to be performed by Contractor described in Section 2 hereof, Contractor will be compensated by the City as outlined on Attachment 2 – Fee Proposal. Payments will be due as follows:

(a) Payment for services rendered will be invoiced monthly and due 30 days after receipt by the City;

(b) Payment for reimbursable and hourly expenses may be invoiced on demand and will be due 30 days after receipt by the City;

No expenses of Contractor shall be reimbursable by the City unless approved in advance in writing by the City. Any additional services, not enumerated in this Agreement or its attachments, which might be required will be outside the scope of this agreement unless mutually agreed by City and Contractor.

4. Contractor's Duties. Contractor shall perform all services required hereunder in a professional manner, adhering to the requirements of Georgia law and standard policies and procedures. Contractor shall be solely responsible for obtaining and maintaining all licenses, if any, required under applicable laws, rules and ordinances necessary for the performance of its services described herein. Contractor shall keep the City and its project manager informed (on at least a weekly basis through informal meetings and correspondence) as to the status of the Project.

4.1 *Contractor Personnel.* Contractor acknowledges that the City selected Contractor for the Project because of the knowledge and experience of certain of Contractor's personnel. Contractor agrees that it shall use experienced and qualified individuals for the performance of each of Contractor's duties and obligations hereunder.

5. City's Responsibilities. The City and its agents shall endeavor to perform the following in a timely manner in order to facilitate Contractor's performance of its services required hereunder:

(a) Furnish plans, surveys, and/or plats of the parcels of property or studies in its possession needed for the Project;

(b) Coordinate with the Contractor in establishing a working relationship with the local government agencies and stakeholders;

(c) Establish procedures and guidelines for responding quickly to requests for information and documentation;

(d) Coordinate with the Contractor in establishing a management and coordination process to facilitate effective communication and coordination among the City, its agents and professionals, and the Contractor.

6. Duration and Termination. This Agreement shall remain in effect until July 22, 2021, unless terminated earlier in accordance herewith. The City may terminate this Agreement for any reason whatsoever upon ten (10) days advance notice to Contractor. In the event of such



termination by the City, the City shall compensate Contractor for all services performed up to the date of termination, and the City shall have no further liability to Contractor, including without limitation, no liability for lost profits. Contractor shall deliver to the City all "work in progress" including, but not limited to, drafts of documents, contact information and status of negotiations. Notwithstanding the foregoing, the City may terminate this Agreement immediately, with or without notice, in the event that Contractor defaults with respect to any of its obligations hereunder.

7. Status. Contractor is, as to the City, an independent contractor and is not nor shall Contractor be deemed to be an employee or agent (except as set forth below) of the City for any purpose whatsoever and nothing contained herein shall be deemed to constitute a contract of employment. In furtherance of the foregoing, Contractor acknowledges that: (a) it is not an employee of the City, (b) it will be working for the City on a temporary basis, (c) the City is not responsible for paying to Contractor or on Contractor's behalf any income tax withholding, unemployment taxes or compensation, workers' compensation premiums or benefits, health insurance premiums or benefits, or any other employment benefits, (d) it is ineligible to participate in, or receive anything from, any City benefit program. Notwithstanding the foregoing, Contractor shall act in the City's behalf for the specific land acquisition activities related herein and Contractor shall only act on the specific instructions and agreements with the City.

8. Insurance and Indemnity. Contractor shall maintain a policy of comprehensive general liability insurance in the combined single limit of at least \$1,000,000 to cover any claims arising out of the performance of the services under this Agreement. Contractor shall indemnify, hold harmless and defend the City from any and all claims, charges, lawsuits and liabilities arising out of or relating to any act or omission of Contractor or its agents.

9. Assignability. The City is entering into this Agreement in reliance upon the particular qualifications of Contractor to perform the services herein described. This Agreement may not be delegated or assigned by Contractor and any purported delegation or assignment by Contractor of this Agreement (or rights hereunder) is void unless Contractor has first obtained the prior written consent of the City which consent may be withheld for any reason or no reason. The City may assign this Agreement, in its discretion, to other local government(s) or state agencies with authority for public right of way issues within its jurisdiction.

10. Confidentiality. Except as required by law or by court order, Contractor shall not disclose any information related to the negotiations or agreements with Landowners or related to the performance of its services for the City without the prior written consent of the City.

11. Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth opposite their signatures below. Any such notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by facsimile, with written confirmation by a nationally recognized overnight courier sent the same day as the facsimile, in which case notice shall be deemed delivered upon receipt of confirmation transmission of such facsimile notice, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt. Any notice sent by facsimile or

personal delivery and delivered after 5:00 p.m. eastern standard time shall be deemed received on the next business day. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address or facsimile number shall be effective until actual receipt of such notice. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

12. Miscellaneous. This Agreement shall not be modified or amended except by written instrument signed by each of the parties hereto. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which counterparts together shall constitute but one and the same instrument. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision of this Agreement be for any reason unenforceable, the balance shall nonetheless remain in and be of full force and effect, but without giving effect to such unenforceable provision. Time is of the essence hereof. The section headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

**[Signature page follows]**



**IN WITNESS WHEREOF**, City and Contractor have set their hands and seals hereto as of the day and year indicated next to their signatures.

**CONTRACTOR:**

Address:

**Pond & Company (Pond)  
3500 Parkway Lane, Suite 500  
Peachtree Corners, GA 30092**

POND & COMPANY, a Georgia corporation.

By: \_\_\_\_\_  
President

Date signed by Contractor:

[CORPORATE SEAL]

\_\_\_\_\_, 20\_\_

**CITY:**

Address:

**City of Fairburn  
56 Malone St., SW  
Fairburn, GA 30213**

**THE CITY OF FAIRBURN**, a municipality  
incorporated in the State of Georgia

By: \_\_\_\_\_

Date signed by City:

Mayor

\_\_\_\_\_, 20\_\_

Approved as to form:

Attest: \_\_\_\_\_

City Clerk

\_\_\_\_\_

City Attorney

[SEAL]



## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: APPROVAL OF CONTRACT AWARD FOR ON-CALL CONSTRUCTION MANAGEMENT SERVICES WITH MORELAND ALTABELLI ASSOCIATES, INC.**

( ) AGREEMENT                      ( ) POLICY / DISCUSSION                      ( X ) CONTRACT  
( ) ORDINANCE                      ( ) RESOLUTION                      ( ) OTHER

**Submitted: 07/03/2019                      Work Session: 07/22/2019                      Council Meeting: 07/22/2019**

**DEPARTMENT:** Engineering/Public Works

**BUDGET IMPACT:** The budget impact will be based on project specific task orders.

**PUBLIC HEARING?** ( ) Yes                      ( X ) No

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**PURPOSE:** For Mayor and Council to approve a contract award with Moreland Altobelli for On-Call Construction Management Services.

**HISTORY:** The City solicited proposals in May of this year for On-Call Construction Management Services to assist the City with construction management for its CDBG, LMIG and TSPLOST programs and other special projects as required. The purpose of the solicitation was to for the selected firm to provide these support services to the City's Engineering/Public Works Department for three (3) years. The successful respondent will be assigned work on a task-order basis as required in order of priority to the City.

**FACTS AND ISSUES:** In response to the Request for Proposal (RFP) #19-003 for On-Call Construction Management Services, the City of Fairburn received proposals from four (4) prospective firms. Based on the firm's staff qualifications, similar clients/contracts, project understanding, project administration and the fee proposal the Selection Committee selected Moreland Altobelli Associates, Inc. as the successful respondent.


**RECOMMENDED ACTION:** Staff recommends that the City Council approve a contract award with Moreland Altobelli Associates, Inc. for On-Call Construction Management Services and authorize the Mayor to sign the Agreement for Professional Services.

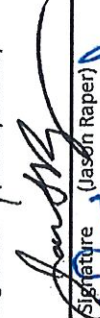
  
Elizabeth Carr-Hurst, Mayor





RFP #19-003 -- Construction Management Services

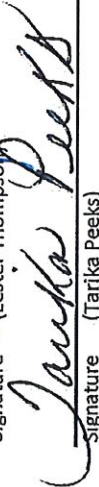
Rank	Firm	Proposal Evaluation						Totals	Notes, Comments, etc.	
		Harvey Stokes	Jason Raper	Lee Hauesler	Lester Thompson	Tarika Peeks				
4	Falcon Design Consultants	64.5	84.6	58.75	88.25	85		381		
3	Keck + Wood	70	85.8	51.25	88	95		390		
1	Moreland Altobelli	73.75	84.1	83.75	96	95		433		
2	Pond Co.	70.25	85.7	56.25	88.75	95		396		

  
 Signature (Harvey Stokes)

  
 Signature (Jason Raper)

  
 Signature (Lee Hauesler)

  
 Signature (Lester Thompson)

  
 Signature (Tarika Peeks)

# **Request for Proposal**

## **CONSTRUCTION MANAGEMENT SERVICES**

**CITY OF FAIRBURN, GA**

**RFP #19-003**

The City of Fairburn, Georgia is soliciting responses to the above referenced Request for Proposal (RFP). This RFP seeks to identify one or more consultants who are qualified to provide Construction Management services for the City of Fairburn, Georgia. Information about this contract opportunity is provided below and on the City's website, located at [www.fairburn.com](http://www.fairburn.com).

Instructions for preparation and submission of proposals are included in this package. All proposals must be received at the City of Fairburn City Hall, located at 56 Malone Street, Fairburn, Georgia 30213, no later than 3:00 PM on June 14<sup>th</sup>, 2019 to receive consideration.

All questions concerning the RFP must be addressed in writing to Lester Thompson at [ltompson@fairburn.com](mailto:ltompson@fairburn.com) no later than 3:00 PM on June 5, 2019.

### **BACKGROUND AND INFORMATION**

The City of Fairburn is soliciting proposals from qualified professional consultants to assist the City with construction management for its CDBG, LMIG and TSPLOST programs and other special projects as required. The purpose of this solicitation is to provide these support services to the City's Engineering Department for three years. The successful respondent will be assigned work on a task-order basis as required in order of priority to the City.



## **STATEMENT OF QUALIFICATIONS SUBMISSION REQUIREMENTS AND EVALUATION**

The complete original proposal must be submitted in a sealed package. All proposals shall be marked, **RFP # & Project Name, as described above**. Respondents shall be responsible for the actual delivery of proposals during business hours to the City of Fairburn. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.

Firms should provide the following information related to this RFP:

- Letter of Interest
- Firm profile and qualifications
  - List applicable registrations, certifications, & training completed
  - Certifications as a DBE
- Current or past public-sector clients
- Resumes of key personnel that will be assigned to this project
- Project Approach Summary
- **A separate sealed fee proposal, consisting of no more than two pages, listing the hourly rates for each of the staff anticipated to work the contract, and itemized list of reimbursable expenses, shall be submitted with your response.**

Responses to this RFP should be in the form of a written proposal not to exceed 15 pages, excluding the cover letter. The City will select the respondent that demonstrates the best combination of qualifications, price, and overall value to the City. Interviews may be required; however, the City reserves the right to award a contract based upon evaluation of the written proposals only, or evaluation of any other submitted materials alone or in combination with other materials.

All proposals must be in writing and must be received at the address below no later than 3:00 PM on June 14, 2019. All proposals, delivered by hand or other methods, should clearly indicate the information below on the outside of the sealed package or envelope. One (1) unbound and four (4) bound original copies of the complete proposal are required.

### **PROPOSAL: ON-CALL CONSTRUCTION MANAGEMENT SERVICES – RFP # 19-003**

City of Fairburn  
56 Malone Street  
Fairburn, Georgia 30213  
Attn: City Engineer

## **SCOPE**

The scope of the work includes construction management of the City's CDBG, LMIG and TSPLOST programs for a period of three years, and other special projects as required.

### **1. Generally.**

- a. Meet with appropriate City staff, end user representatives (tenants, 3rd party stakeholders as necessary), and consultants to establish a consensus scope for the project and develop agreement among the parties about project delivery roles, metrics, and assumptions.
- b. Establish a written schedule for each project using the information provided by the City or City's design consultant, provide the appropriate means to keep the City informed as to key milestones achieved, current status, and potential delays, and accomplish project delivery according to the project deadline.
- c. Prepare an increasingly detailed project budget and notify the City when the scope begins to encroach into the established financial limits. Where quality, cost and schedule are in competition for the same resources, the successful consultant will have authority and the accountability for determining the prevailing driver. Monitor stakeholder expectations accordingly and maximize the value purchased in all phases.
- d. Coordinate with other professional staff and consultants associated with the design and engineering activities of the projects with the responsibility for maintaining a strict adherence to schedule, milestones, deadlines, and budgets.
- e. Attend meetings. Attend meetings with the owner, prospective tenant, construction manager, or regulatory agencies to review project status, design criteria, regulatory requirements, and program requirements of the end user.
- f. Maintain complete file history of all project-related documentation and coordinate delivery of same at the conclusion of the project in hardcopy and electronic formats, complying with the requirements of the open records laws of the state of Georgia. Ensure adequate and detailed record-keeping throughout the process.

### **2. Design Support.**

- a. Monitor design process to ensure plans follow and are in keeping with the scope and expectations for the project.
- b. Coordinate with all design entities such as MEP, Civil, LA, and support services necessary to keep the project moving and to eliminate location conflicts. Anticipate lead times for database preparation on the project. This may include consultants engaged by the tenant/end-user for security, telecommunications, and data system design and installations.



- c. Monitor compliance with environmental goals for the project related to the City's sustainability policies and project expectations that might not be readily expressed as project requirements or regulations.
- d. Promptly review pay applications for other professional consultants on the project and recommend to the City for payment.
- e. Coordinate the conceptual site plan, color rendering(s), study models, sketches, and elevation review process of the project with the Planning & Zoning Commission and City Council. Submit all as the applicant on behalf of the City.
- f. Provide a constructability, conflict-minimization, and life-cycle cost review of the project elements and monitor throughout the design phase.
- g. Review final bid documents and authorize for procurement of the construction contract to include final site plan, building plans, construction details, contract documents, general and supplemental conditions, and instructions to bidders.
- h. Coordinate with any City-initiated independent multi-disciplinary review of all plan sheets to help ensure a conflict, change order, and delay-resistant construction phase. Update all plan sheets and bid documents accordingly.

### **3. Bidding.**

- a. Recommend and manage a prequalification process as necessary on the project and develop a vendor list of appropriate contractors.
- b. Prepare project advertisement and ensure its release, monitoring the minimum time required for same prior to the bid date.
- c. Ensure the professional design consultant maintains a plan holder list, RFI log, issues addenda, and posts same on the website.
- d. Ensure the pre-bid meeting is handled by the design consultant with adequate representation from sub consultants as necessary. Record attendance list, questions and provide responses to questions from the pre-bid conference. Distribute same as an addendum to the bid documents.
- e. Ensure that requests for information, clarification, or substitutions are responded to by the design consultant in a timely manner.
- f. Attend bid opening conference, record and certify bids, review and evaluate bids with the design professional(s) and provide a recommendation to the City. Ensure compliance with all federal, state, and local procurement policy requirements as appropriate to the project type, scale, and dollar amount.

#### 4. Permitting & Construction.

- a. Meet with owner, owner's design consultant, and contractor for a pre-construction conference.
- b. Manage submittals, shop drawings, material selections, and color selection review associated with the project.
- c. Coordinate with contractor for materials testing and quality assurance program, keeping records of same.
- d. Maintain all records associated with any environmental compliance, safety, or sustainability policy compliance programs (LEED, Energy Star, NPDES-stormwater, etc.). Ensure compliance with all permit requirements associated with all federal, state, and local environmental and safety requirements for construction. Maintain a minimum Level IA NPDES certification for all staff assigned to the site.
- e. Conduct inspection of public works and site development construction to include but not limited to erosion control, site and street grading & paving, footing and retaining wall construction, sewer and storm water pipe installation, water line installation, landscaping, and related concerns to ensure that City standards and specifications are met.
- f. Review and approve all pay applications, change order requests, quantities, and workmanship on a regular basis (not less than monthly, but as progress demands more often). The successful consultant will have authority to reject substandard work identified and recommend replacement or non-payment to the owner or owner's representative.
- g. Attend a substantial completion inspection, compile deficiencies (punch list) and follow up with the contractor on behalf of the City. Prepare and issue the certificate of substantial completion as necessary. Notify the owner or owner's representative of same.
- h. Attend a final completion inspection, compile any remaining deficiencies (punch list) and follow up with the contractor on behalf of the City. Prepare and issue a certificate of final completion. Notify the owner or owner's representative of same and authorize the release of retainage.
- i. Coordinate with the contractor and professional design consultants for as-built record documents and all contract close-out documents. Review and approve prior to submittal to the owner.
- j. Prepare written reports of all site visits, progress meetings, inspections, evaluations, communication with the contractor and submit to the owner or owner's representative on a monthly basis during the construction phase.



## 5. Post Construction.

- a. Coordinate FF&E design, layout, and installation on behalf of the City and with any 3rd party consultants engaged by the City.
- b. Coordinate tenant/end-user move-in.

### Qualifications:

Provide the following information:

- a.) Company name
- b.) Company address
- c.) Name of primary contact and all contact information including telephone number and E-mail address
- d.) Provide form of ownership, including state of residency or incorporation, and the number of years in business. State if the respondent is a sole proprietorship, partnership, corporation, LLC, joint venture, or other structure. For Joint venture entities that have not undertaken at least two projects together, each team should submit its qualifications separately.
- e.) Resumes of all professionals proposed for the team.
- f.) Experience of the project team with similar contracts
- g.) Project approach
- h.) Names and telephone numbers of clients for whom your company has performed similar services for the past five years

### **SELECTION CRITERIA FOR PROSPECTIVE CONSULTANTS:**

To receive consideration, the respondent's proposal should be responsive to the project requirements described in the Submission Requirements section of this document. The contract will be awarded to the respondent determined to be the most qualified to perform the work based on an established evaluation criteria. The City of Fairburn reserves the right to split a contract award such that multiple respondents receive at least a portion of the award.

A selection committee will be convened to evaluate the proposals based on the following weighted criteria:

<u>Firm/Staff Qualifications.</u>	30%
<u>Similar Clients/Contracts.</u>	20%
<u>Project Understanding.</u>	15%
<u>Fee Proposal.</u>	25%
<u>Project Administration</u>	10%
<i>Total:</i>	100%

Upon completion of an initial evaluation by the committee, a short-list of consultants and interviews may be utilized to make a final recommendation to the Fairburn City Council and Mayor for approval.

### **NOTICE OF AWARD**

The primary intent of this RFP is to identify a single source to provide all of the needed services; however, the City of Fairburn reserves the right to make split awards.

If the City of Fairburn decides to split the award, it will do so to the top highest scoring respondents. The highest scoring respondent(s) will be sent a Notice of Award. The Notice of Award is not notice of an actual contract award; instead, it is notice of the City of Fairburn's expected contract award(s) pending resolution of the protest process. The Notice of Award ("NOA") is the City of Fairburn's public notice of actual contract award(s) and must be approved by City Council.

### **SCHEDULE**

The schedule of events set forth herein represents the City of Fairburn's best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates, up to and including the closing date of the RFP, will be publicly posted prior to the closing date of this RFP. After the closing date of the RFP, the City of Fairburn reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award, and the contract term on an as needed basis with or without notice.

Description	Date	Time
Release of RFP	05/15/19	N/A
Deadline for written questions to City of Fairburn	06/05/19	3:00 p.m. ET
Responses to Written Questions	06/10/19	5:00 p.m. ET
Proposals Due/Close Date and Time	06/14/19	3:00 p.m. ET
Proposal Evaluation Completed (on or about)	06/28/19	N/A
Notice of Award (on or about)	07/09/19	N/A

### **CONFLICTS OF INTEREST**

Each respondent must include a full disclosure of all potential organizational conflicts of interest for each member of its team. The responder is prohibited from receiving any advice or discussing any aspect of the project or its procurement with any person with whom it has a conflict of interest. By submitting its proposal, each respondent agrees that, if a conflict of interest is thereafter discovered, the respondent must make an immediate and full written



disclosure to the City of Fairburn that includes a description of the action that the respondent has taken or proposes to take to avoid or mitigate such a conflict. If the respondent was aware of a conflict of interest prior to award and did not disclose the conflict to the City of Fairburn, The City of Fairburn may terminate the award for default.

### **RESTRICTIONS ON COMMUNICATING WITH STAFF**

From the issue date of this RFP until the results are announced, respondents are not allowed to communicate about this solicitation or scope with any City staff except for the submission of questions as instructed in the RFP. Prohibited communication includes all contact or interaction, including but not limited to telephone, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The City of Fairburn reserves the right to reject the request of any respondents violating this provision.

### **INFORMATION & INSTRUCTIONS**

Responsibility: It is the sole responsibility of the Respondent to assure that they have received the entire Request for Proposal (RFP).

Changes or Modifications to RFP: Respondents will be notified in writing of any change in the specifications contained in this RFP.

Interpretations: No verbal or written information that is obtained other than through this RFP or its addenda shall be binding on City of Fairburn. No employee of City of Fairburn is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document.

Right of Rejection and Clarification: City of Fairburn reserves the right to reject any and all proposals and to request clarification of information from any respondent. City of Fairburn is not obligated to enter into a contract on the basis of any proposal submitted in response to this document.

Request for Additional Information: Prior to the final selection, the respondent may be required to submit additional information which the City may deem necessary to further evaluate the respondent's qualifications.

Denial of Reimbursement: City of Fairburn will not reimburse respondents for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

Gratuity Prohibition: Respondents shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of City of Fairburn for the purpose of influencing consideration of this proposal.

Right of Withdrawal: A proposal may not be withdrawn before the expiration of ninety (90) days from the proposal due date.

Right of Negotiation: City of Fairburn reserves the right to negotiate with the selected respondent the fee for the proposed scope of work and the exact terms and conditions of the contract.

Exceptions to the RFP: It is anticipated that respondents may find instances where they may take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for City of Fairburn, and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.

Indemnification: The Respondent, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless City of Fairburn, its employees, and agents, from any liability of any nature or kind in regard to the delivery of these services. The Respondent shall secure and maintain General Liability Insurance as will protect him from claims under the Workers Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of his services under this contract. Further, the respondent shall provide City of Fairburn with evidence and the amount of Errors and Omissions Insurance, i.e. Professional Liability Insurance currently in effect.

Rights to Submitted Material: All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by respondents shall become the property of City of Fairburn when received.

Title VI/Nondiscrimination Statement: No person shall on the grounds of race, color, national origin, sex, age and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the City. The City does further commit that it will affirmatively ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 will be afforded full opportunity to submit in response to this request and will not be discriminated against on the grounds of race, color, national origin, sex, age, handicap/disabled in consideration of an award.

Copies: One unbound original and **four (4) bound** original copies of the Proposal and supporting documents must be submitted in response to the RFQ.

Termination of Contract: City of Fairburn may cancel the contract at any time for breach of contractual obligations by providing the successful respondent with a written notice of such cancellation. Should City of Fairburn exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation.

Assignment: The successful respondent shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of City of Fairburn.

Conflict of Interest: The respondent covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The respondent further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

Independent Contractor: The respondent represents itself to be an independent contractor



offering such services to the general public and shall not represent himself or his employees to be an employee of City of Fairburn. Therefore, the respondent shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save, and hold City of Fairburn, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. The respondent shall further understand that City of Fairburn cannot save and hold harmless and or indemnify the respondent and/or the respondent's employees against any liability incurred or arising as a result of any activity of the respondent or any activity of the respondent's employees performed in connection with the contract.

Contract: The contract between City of Fairburn and the respondent shall consist of (1) the RFP and any amendments thereto, (2) the proposal submitted by the respondent to the City in response to the RFP, and (3) executed contract (Consultant Agreement) between City of Fairburn and the successful respondent. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Consultant Agreement shall govern. However, City of Fairburn reserves the right to clarify any contractual relationship in writing with the concurrence of the respondent, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the respondent's proposal. In all other matters not affected by the written clarification, if any, the RFP shall govern.

Compliance with Laws: In connection with the furnishing of supplies or performance of work under the contract, the respondent agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, Georgia Security and Immigration Compliance Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.





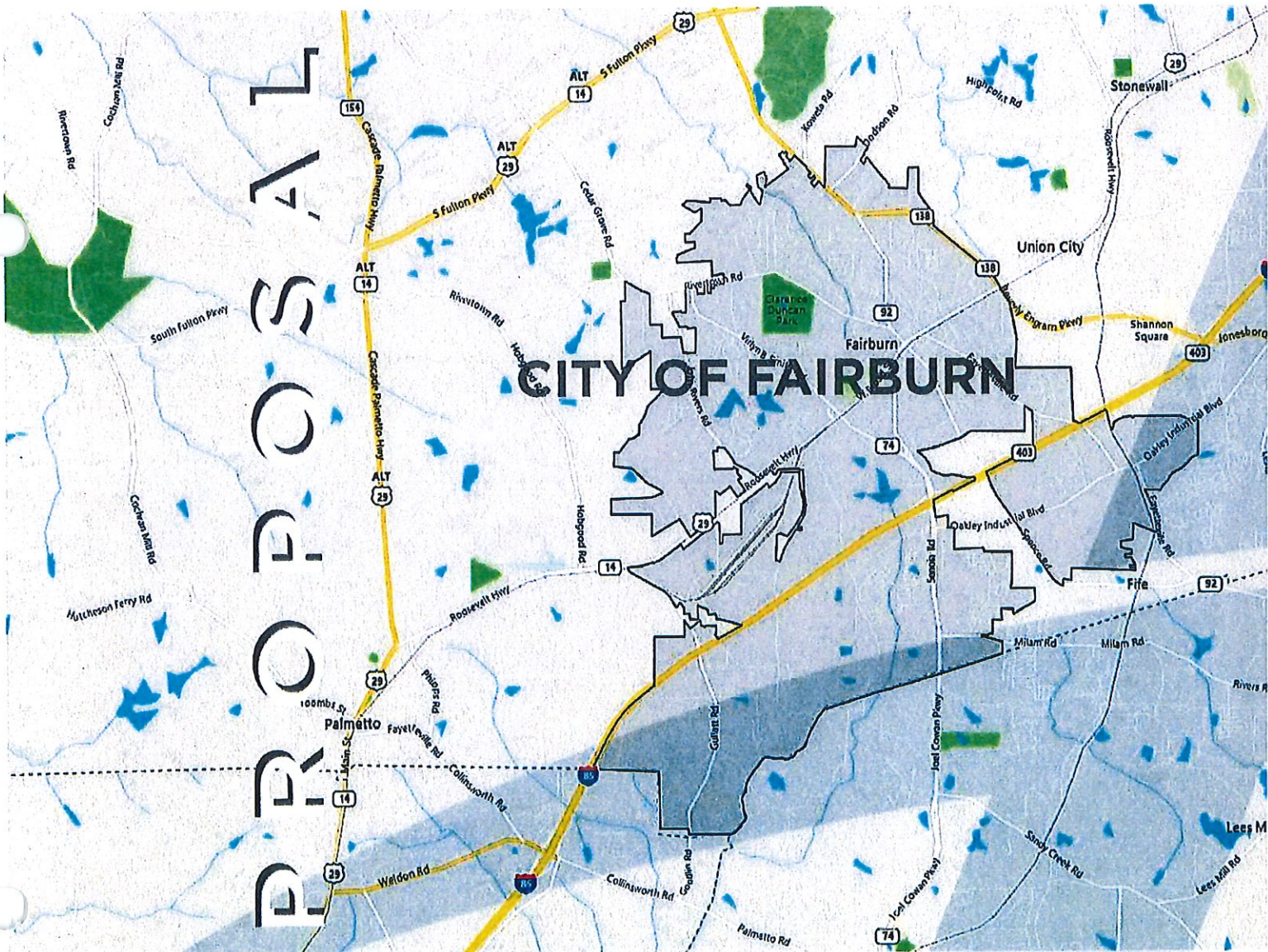
**ORIGINAL**

**MORELAND ALTOBELLI**  
— AN ATLAS COMPANY —



## CONSTRUCTION MANAGEMENT SERVICES CITY OF FAIRBURN, GA

RFP #19-003  
June 14, 2019







**Section 1** Letter of Interest

**Section 2** Firm Profile and Qualifications  
*Applicable Registrations, Certifications, and Training Completed*  
*DBE Certifications*

**Section 3** Experience with Current or Past Public Sector Clients

**Section 4** Key Personnel  
*Organization Chart*  
*Resumes*

**Section 5** Project Approach

**Fee Proposal** (*separate, sealed envelope*)



MORELAND ALTOBELLI  
— AN ATLAS COMPANY —





June 14, 2019

City of Fairburn  
56 Malone Street  
Fairburn, Georgia 30213

Attn: City Engineer

**Re: On-Call Construction Management Services  
RFP #19-003**

Moreland Altobelli Associates, LLC (MA) is keenly interested in providing construction management services for the City of Fairburn, Georgia, in accordance with RFP 19-003. We believe you will find our qualifications, project approach and cost proposal provide the City an exceptional combination of experience and value.

MA performs construction management services and program management services for local governments throughout Georgia. This has been a prime service of MA since its founding in 1987. In fact, we have been providing similar services for the City of Fairburn for the past seven years. We appreciate the opportunity to express our interest and propose on this important work.

From our reading of the RFP and knowledge of City of Fairburn projects, it appears that the construction management services may include highway projects, park projects and buildings or vertical construction. In response to that, we have provided on the organization chart resources for all these types of construction. We understand the work would be on call and each task would be scheduled and budgeted individually. Only those resources necessary to perform the work would be provided. MA is highly experienced in providing on call services for Georgia local governments. We believe we well understand the responsibility that puts on the company and our personnel to serve as an extension of City staff. Our proposed construction services manager, Chris Parypinski, PE, is a registered professional engineer in Georgia and has over 18 years of experience providing construction management services for Georgia local governments. He has provided these services in Gwinnett County, Barrow County, City of Fairburn, City of Cumming and the City of Buford. Recent projects in Fairburn he has been involved with include improvements to various pedestrian and roadway improvements on various city roads.

To ensure that MA is proposing appropriate staff we have included, in Section 5, an application of staff to scope using the scope from pages 3, 4 and 5 of the RFP.

MA will provide all of these services from our main office in Duluth, Georgia. Some of the proposed inspectors live in the South Metro area and would access the work from their home. We are currently providing a variety of related on-call engineering services to Union City, as well as Fulton and Clayton counties. This increases our flexibility to staff any task order issued to us with our local resources. We have arranged our qualifications and proposal in accordance with the outline shown on page 2 of the RFP. Also, we have attached a sealed envelope with our hourly rates which I hope you will find modest. We pride ourselves in the efficiency of our work to provide cost-effective services to Georgia local governments. If I may provide any additional information, please give me the opportunity.

Sincerely,

Buddy Gratton, PE  
President

2450 COMMERCE AVENUE, SUITE 100, DULUTH, GA 30096-8910  
770.263.5945 | F 770.263.0166 | maai.net



MORELAND ALTOBELLI  
— AN ATLAS COMPANY —



MA is a full-service engineering and program management firm headquartered in Duluth. Established in 1987, the firm is headed by Buddy Gratton, PE, the firm's president. Buddy joined MA in 2009 after a 26-year career with GDOT, including his last assignment as deputy commissioner. Effective November 1, 2017, Moreland Altobelli Associates, Inc., underwent a change in ownership and became Moreland Altobelli Associates, LLC. Moreland Altobelli Associates, now an Atlas Technical Consultants (Atlas) company, is a full-service engineering firm that provides program management, transportation, land acquisition, environmental, construction inspection and design support services. Listed as #17 on ENR's top 100 list of Construction Management Firms, Atlas is one of the largest project delivery firms in the US with 140 offices in 40 states and more than 3,200 employees.

MA has experienced steady growth and now comprises a professional staff of more than 358 civil and structural engineers, construction inspectors, materials technicians, community planners, landscape architects, appraisers, land acquisition agents, surveyors, environmental specialists, and support staff. The firm specializes in "extension of staff" type services for Georgia counties and cities.

MA provides professional services to a wide variety of clients for a range of projects from small to regional in scope. Regardless of the size of the project, principals and department managers actively participate in planning clients' projects and are always available to share their expertise. The firm prides itself on attention to detail and thorough quality control in all its projects, regardless of size. The primary goal of the firm is to establish long-term client relationships by consistently providing cost-effective service tailored to the clients' needs.

MA's principals and managers have years of experience working with local, state, and federal governments. The firm excels in performing traditional civil engineering work, as well as providing additional skills required to manage and complete multi-year construction programs. This means complementing design disciplines with services such as project and program management, community planning, land acquisition, and construction supervision. It means being able to anticipate problems and mediate conflicts that can arise during design and construction. Drawing upon this experience, the firm has successfully undertaken some of the region's largest capital expansion projects.

MA also works on a wide variety of small and mid-size projects. Regardless of the size of the project, principals and department managers actively participate in planning clients' projects and are always available to share their expertise. The firm prides itself on attention to detail and thorough quality control in all its projects, whether large or small. The primary goal of the firm is to establish long-term client relationships by consistently providing cost-effective service tailored to the clients' needs.

### Firm Services

- Construction Program Management
- Transportation Engineering and Planning
- Structural Engineering
- Land Acquisition
- Water and Wastewater Management
- Hydraulic Studies
- Parks and Recreation Design
- Utility Coordination
- Survey and Mapping
- Geotechnical Engineering and Materials Testing
- Environmental Services and Permitting
- Landscape Architecture
- Architectural Services
- GIS Services
- Solid Waste Management (Landfills)
- Pavement Evaluation and Rating

Specific information requested on page 6 of the RFP follows.

*Company name:* Moreland Altobelli Associates, LLC  
*Company address:* 2450 Commerce Avenue, Suite 100  
Duluth, Georgia 30096  
*Primary contact:* Buddy Gratton, PE  
678.728.9052 cell  
bgratton@maai.net

*Form of ownership:* Limited liability company, incorporated in Delaware on November 1, 2017, as a subsidiary of Atlas Technical Consultants. Prior to this, MA was a Georgia-registered corporation for over 30 years.



### Applicable Registrations, Certifications, and Training Completed

Name	Registrations/Certifications/Training
Chris Parypinski, PE, PMP	Professional Engineer: Georgia #27368 Level II Certified Design Professional #17137, Georgia Soil and Water Conservation Commission (GSWCC) GDOT Plan Development Process Project Management Professional
Buddy Gratton, PE	Professional Engineer: Georgia #16272; South Carolina #27614; Florida #39947; North Carolina #35908; Mississippi #19373; Alabama #30652; Tennessee #113545; Louisiana #43534
Stan Steingold, PE	Professional Engineer: Georgia #40351; California #25628 Licensed Patent Agent #34443 (USP&TO)
Jim Simpson	Level II Certified Plan Reviewer #48161, GSWCC Associate Public Manager, State of Georgia Certified Public Manager Program
Tim Rader	Level II Certified Plan Reviewer #65565, GSWCC GDOT Worksite Erosion Control Supervisor #WECS566818 GDOT Field Concrete Technician #FCON546490
M.J. Sheehan, PE	Professional Engineer: Georgia #28980; Virginia #23329; Florida #68965; Mississippi #19302; North Carolina #39361 Level II Certified Design Professional #17140, GSWCC
Barry Brown, PE	Professional Engineer: Georgia #19026; Tennessee #108209; Florida #48726; Kentucky #19109; Mississippi #17015; South Carolina #16008; Texas #120677
Don Jones, RLS	Registered Land Surveyor: Georgia #2396; South Carolina #20189; North Carolina #L-4926
Yong Shao, PhD, PE	Professional Engineer: Georgia #26340; South Carolina #23278; Alabama #31143; Mississippi #19778; North Carolina #36693; Tennessee #197521 Level II Certified Design Professional/Level 1B Certified Inspector #17139, GSWCC GDOT Worksite Erosion Control Supervisor #1690 GDOT Roadway Testing Technician #RTT482329 GDOT Asphalt OCT Level 1 #AQC1484210 International Code Council: Commercial Building Inspector #8088026
L.N. Manchi, PE, PMP	Licensed Professional Engineer (Traffic), California, #TR001879 Project Management Professional #2269879 (Project Management Institute) GDOT Plan Development Process
John Gross, RA, LEED AP	Registered Architect: Georgia #5142; Tennessee LEED Accredited Professional
Chris Kingsbury, RLA, ASLA	Registered Landscape Architect: Georgia #722; South Carolina #314 American Planning Association American Society of Landscape Architects National Recreation and Parks Association

### DBE Certifications

MA is not a DBE firm.





### City of Suwanee Program Management

Program management services for various projects since 2010. Tasks included preparation of requests for proposals, review of proposals, budget preparation, management of design, oversight of construction projects, punch list preparation, and project closeout. Projects include:

- Police substation/training facility
- Update to pedestrian and bicycle plan
- Supervision of completion of White Street Park, Playtown Pavillion, Martin Farm Park Restroom Building and Buford Highway Intersection Improvements.
- Assisted in selection of demand services firms for City engineering tasks
- Planning for redevelopment of Pierce's Corner
- Installation of new millwork in Crossroads Court Facility
- Budget preparation for emergency generator for Crossroads Court Facility

<b>Reference</b>	Marty Allen, City Manager 678.546.2133	City of Suwanee 330 Town Center Avenue Suwanee, GA 30024
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### City of Fairburn Program and Construction Management

MA has provided program and construction management services to the City of Fairburn on an on-call basis. We have provided a wide range of services including but not limited to plan review, design management, utility coordination, bid support, construction inspection oversight, field plan review, right-of-way services, roadway assessments and concept studies. Projects we have worked on include:

- Johnson Road at Line Creek Bridge Replacement: project management, right-of-way acquisition, and CEI/bidding services
- Bohannon Road: design, right-of-way acquisition, and CEI/bidding services
- John Rivers Road: design and CEI/bidding services
- Duncan Park Improvements: project management
- 2014 LMIG resurfacing: CEI/bidding services
- 2013 LMIG resurfacing: CEI/bidding services
- 2016 LMIG resurfacing
- Pedestrian improvements on various city roads, PN 17-004
- Various roadway improvements on city streets, PN 17-005 (2017 LMIG)
- Oakley Industrial Boulevard/McLarrin Road/Terminus Drive full depth reclamation
- Roadway Improvements on various city roads, PN 18-006 (2018 LMIG)

<b>Reference</b>	Lester Thompson Community Development Department 770.964.2244	City of Fairburn 56 Malone Street Fairburn, GA 30213
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### City of Union City On-Call Engineering Services

MA is providing Union City a wide variety of engineering services under a contract awarded in February 2016. Tasks to date as the City's engineer have included:

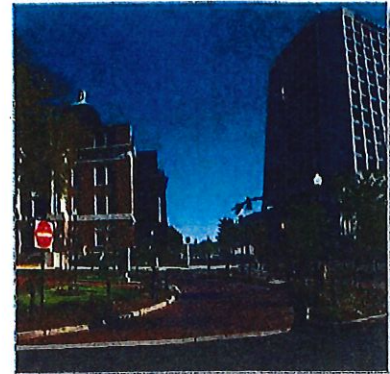
- Development plan reviews
- Approval of final plat and right-of-way dedication plans
- On-site meetings with staff and developers
- Surveying
- Assistance with stormwater utility program
- Pavement inspections

<b>Reference</b>	Sonja Fillingame, City Manager 770.964.2288	City of Union City 5047 Union Street Union City, GA 30291
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### Bibb County Road Improvement Program

MA has been providing program management and construction management services for the Bibb County Road Improvement Program since 1997. This \$300 million program is ongoing and includes major construction projects, paving of unpaved roads, widening and resurfacing of existing highways and traffic operation improvements. In addition to general program management services, we are providing all environmental permits, concept designs, plan reviews, and construction inspections. Also, MA aided Bibb County in programming coordination with GDOT and allocating various project and project functions to Bibb County and GDOT. MA is continuing as the liaison for Bibb County with GDOT throughout the program. MA has provided program management, allowing a continuous delivery of improvement projects despite fluctuating revenues from economic downturns.



*Second and Mulberry*

<b>Reference</b>	David Fortson, PE, County Engineer 478.621.6660	Macon-Bibb County 780 Third Street Macon, GA 31201
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### Forsyth County Road Improvement Program

MA has been program manager for a series of Forsyth County road programs for the past 21 years. The program continues with voters just having approved a \$200 million bond issue for roads. These programs have all been jointly funded between Forsyth County and GDOT, meaning that all functions were performed in close conformance with GDOT processes. The projects included major construction projects, resurfacing, intersection improvements, bridge replacements, and widenings; also, a number of sidewalks and trails have been built. Major new projects include widening of GA 400, a new interchange at GA 400 and SR 369, and a new interchange at McGinnis Ferry Road and GA 400. On a number of projects, including SR 20, Forsyth County has provided design and environmental permitting and GDOT has acquired right of way and let the project to construction. MA's functions have included program management, liaison with GDOT, environmental permitting, right-of-way acquisition and on several projects right-of-way acquisition and CEI. In addition, MA has provided or is providing design on several projects including SR 20 and McGinnis Ferry/400 interchange. GDOT let many of the projects for which MA provided engineering design services.

<b>Reference</b>	John Cunard, PE, County Engineer 770.781.2165	Forsyth County Board of Commissioners 110 East Main Street, Suite 120 Cumming, GA 30040
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### Gwinnett County Road Improvement Program

Gwinnett County has implemented one of the state's largest programs of road improvements dating back to 1986. This continuous series of programs has been funded with SPLOST revenues and assistance from the Georgia Department of Transportation. Projects have included freeway interchanges and modifications, addition of interstate CD lanes, major construction on primary roadways, resurfacing, paving of unpaved roads, intersection reconfigurations, and operational improvements.

The Gwinnett County Department of Transportation has utilized MA's program management and construction management services for the past 27 years through five consecutive contracts to facilitate completion of more than \$1.5 billion of projects. These services have included:

- General program coordination
- Concept development
- Quality control and review of designs
- Environmental permitting
- Liaison with Georgia DOT



### Gwinnett County Road Improvement Program

- Coordination/supervision of bid process and contract awards
- Construction inspection and supervision
- Review, verification, and recommendations of contractor invoices
- Utility coordinator

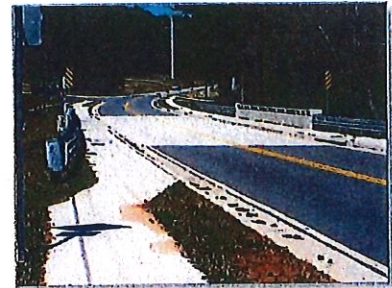
MA has provided turnkey right-of-way acquisition services. The firm has represented Gwinnett County in the acquisition of more than 10,000 parcels of right-of-way.

**Reference** Lewis Cooksey, PE – Assistant Director  
770.822.7428

Gwinnett County Department of Transportation  
75 Langley Drive  
Lawrenceville, GA 30045

### Clayton County Program and Project Management

MA is providing Clayton County a number of on-call services; these currently include a contract to provide engineering staff augmentation to the County's Transportation Department. MA staff perform tasks as assigned by County staff including solicitations for design services, plan reviews, development of bid packages, and construction phase services. Our Duluth professional staff have developed construction plans, bid documents, and environmental clearance reports, and have assisted in acquiring right-of-way for SPLOST projects. These projects included Anvil Block and Flint River Road widenings and the Conkle Road bridge replacement (*photo at right*). Projects received FHWA funding through GDOT in addition to local SPLOST funds.



Our most recent contract provides an on-site program management staff to assist the County with implementation of more than \$300 million of SPLOST-funded improvements to transportation, recreation, and other public facilities.

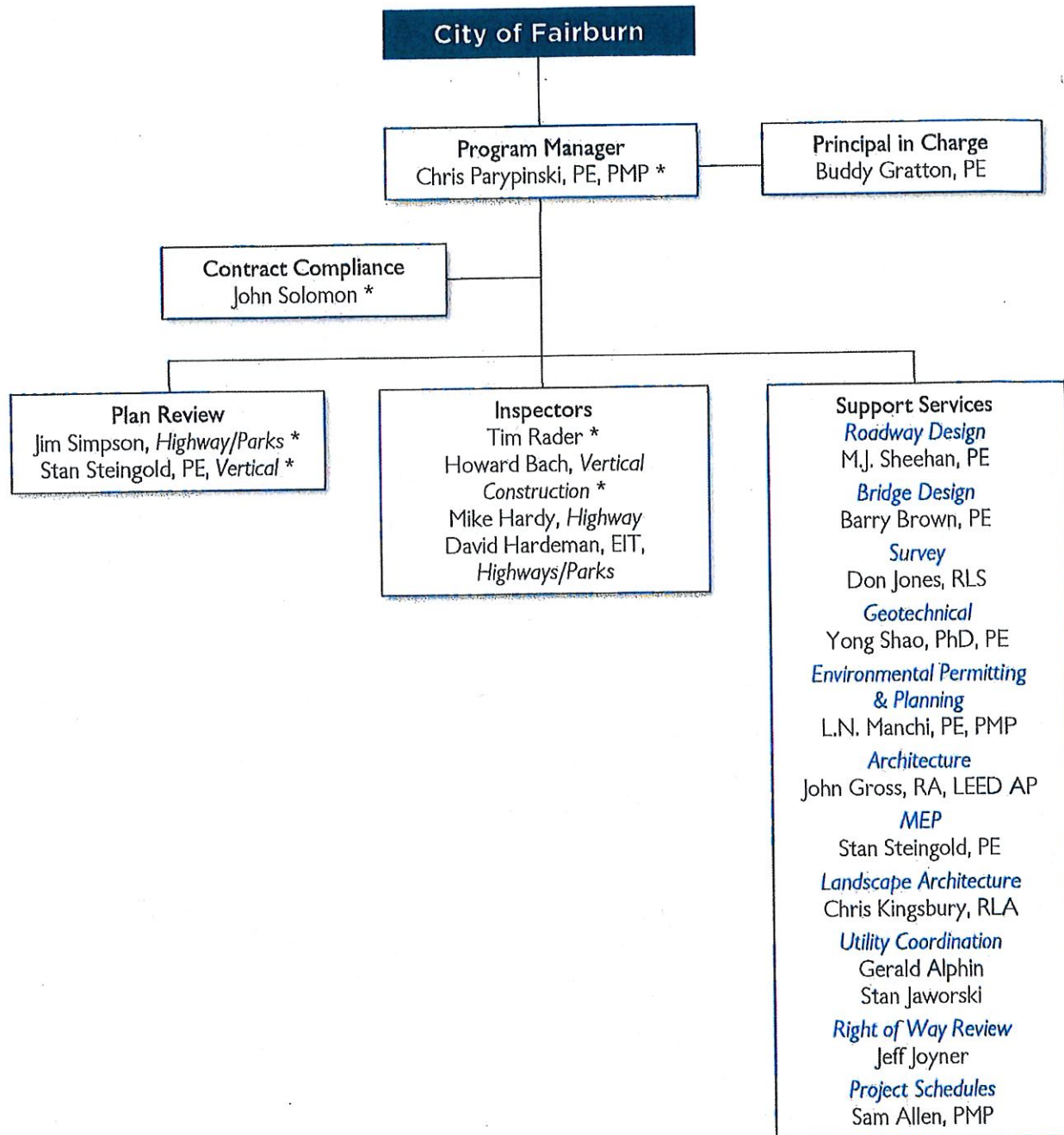
**Reference** Jeff Metarko, Director  
770.477.3691

Clayton County Department of Transportation & Development  
7960 North McDonough Street  
Jonesboro, GA 30236





## Organization Chart



\* Key team member



## Resumes

### Chris Parypinski, PE, PMP

Program Manager

**Education** B.S., Civil Engineering, Clemson University

**Registrations/Certifications** Professional Engineer: Georgia #27368  
Level II Certified Design Professional #17137, GSWCC  
Project Management Professional  
GDOT Plan Development Process

Parypinski joined MA in 1994 as a construction engineer, inspecting construction of Redbone Ridge municipal solid waste landfill. This included on-site inspection of grading, construction of roads, installation of sediment ponds and storm drainage systems, erosion control, sub liner, HDPE liner, and installation of the landfill's leachate collection system.

In 1995, Parypinski began working in the Gwinnett County Road Improvement Program as a construction engineer inspecting all aspects of the road construction process. This included layout and grading of sites, installation of drainage systems; construction of concrete box culverts and bridges, curb and gutter, sidewalk, asphalt placement, and site erosion control. He also was responsible for keeping project records and diaries and filling out monthly pay estimates. He worked as a liaison with property owners on site to resolve problems and complaints that arose during construction and during construction work with contractors to resolve plan discrepancies and conflicts with existing utilities. Parypinski has managed SPLOST funded local government programs in Barrow County, Gwinnett County and in the cities of Fairburn, Buford and Cumming.

Parypinski's current duties include management of construction programs in the City of Fairburn and in Gwinnett County. Parypinski serves as liaison between Gwinnett County Department of Transportation and design consultants helping to properly prepare construction plans for roadway projects funded through the 1997 and 2001 SPLOST programs. This includes reviewing consultants cost proposals to ensure that they are reasonable to cover costs of design and working with design consultants, as well as county and state officials, throughout the design process to ensure that all county state and federal guidelines are met. He reviews all submitted plans and conducts field plan review. Other responsibilities include meeting with property owners to explain impacts to their property; designing alternative solutions to lessen impacts to adjacent properties (including retaining walls and drainage systems); reviewing proposed projects and creating cost estimates; reviewing all erosion, sediment and pollution control plans and all comprehensive monitoring plans to ensure the proposed designs meet current NPDES standards; reviewing design consultants' pay statements to verify that sufficient progress has been met to warrant the requested payment; tracking all project schedules through the design process.

Gwinnett County projects on which Parypinski has worked include:

- SR 84 at US 78 intersection improvement project
- Collins Hill Road improvement
- Lawrenceville-Suwanee Road Extension sections 1, 2, 3, and 4
- Killian Hill Road improvement
- Johnson Road widening
- Johnson Road drainage project
- Riverside Parkway interchange at SR 316
- Old Snellville Highway improvement sections 1 and 2
- Rocky Road improvement
- Old Peachtree Road at Rock Springs Road intersection improvement
- Old Peachtree Road at SR124 intersection improvement
- Tench Road sidewalks
- Sycamore Road sidewalks

City of Fairburn projects on which Parypinski has worked include:

- Bohannon Road
- Johnson Road
- Johns River Road
- Duncan Park
- 2014 LMIG resurfacing
- 2013 LMIG resurfacing
- 2016 LMIG resurfacing
- Pedestrian improvements on various city roads, PN 17-004
- Various roadway improvements on city streets, PN 17-005 (2017 LMIG)
- Oakley Industrial Boulevard/McLarrin Road/Terminus Drive full depth reclamation
- Roadway Improvements on various city roads, PN 18-006 (2018 LMIG)



# Buddy Gratton, PE

Principal in Charge

## Education

M.S., Civil Engineering, Georgia Institute of Technology  
B.S., Civil Engineering, University of Florida

## Registrations/Certifications

Professional Engineer: Georgia #16272, South Carolina #27614, Florida #39947,  
North Carolina #35908, Mississippi #19373, Alabama #30652, Tennessee  
#113545; Louisiana #43534

Gratton was named president of MA in 2010; he joined MA in 2009 as executive vice president after retirement from Georgia Department of Transportation (GDOT) following a 26-year career, at the end of which he retired as Deputy Commissioner. He provides executive level management of operations and assists with coordination and facilitation of the company's office and field functions.

- Gwinnett County Transportation Program Management.** Gwinnett County has undertaken a very large program of road improvements dating back to 1986. This continuous series of programs has been funded with SPLOST revenues and assistance from the Georgia Department of Transportation. Projects have included freeway interchanges and modifications, addition of interstate CD lanes, major construction on primary roadways, resurfacing, paving of unpaved roads, intersection reconfigurations, and operational improvements. The Gwinnett County Department of Transportation has utilized MA's program management and construction management services for the past 27 years through five consecutive contracts to facilitate completion of more than \$1.5 billion of projects. These services have included general program coordination; concept development; quality control and review of designs; environmental permitting; liaison with Georgia DOT; coordination/supervision of bid process and contract awards; construction inspection and supervision; review, verification, and recommendations of contractor invoices; utility coordinator; and turnkey right-of-way acquisition services.
- Forsyth County Program Management and On-Call Design Services.** MA has been program manager for a series of Forsyth County road programs for the past 21 years. The program continues with voters just having approved a \$200 million bond issue for roads. These programs have all been jointly funded between Forsyth County and GDOT, meaning that all functions were performed in close conformance with GDOT processes. The projects included major construction projects, resurfacing, intersection improvements, bridge replacements, and widenings; also, several sidewalks and trails have been built. Major new projects include widening of GA 400, a new interchange at GA 400 and SR 369, and a new interchange at McGinnis Ferry Road and GA 400. On several projects, including SR 20, Forsyth County has provided design and environmental permitting and GDOT has acquired right of way and let the project to construction. MA's functions have included program management, liaison with GDOT, environmental permitting, right-of-way acquisition and on several projects right-of-way acquisition and CEI. In addition, MA has provided or is providing design on several projects including SR 20 and McGinnis Ferry/400 interchange. GDOT let many of the projects for which MA provided engineering design services.
- City of Fairburn.** MA has for some time provided construction management services for the City of Fairburn. Buddy Gratton serves as principal in charge of this work.
- Cobb County Parks, Recreation, and Cultural Affairs.** MA provides professional services necessary to provide overall program management for the Cobb County Parks, Recreation and Cultural Affairs (PRCA) 2011 and 2016 Special Purpose Local Option Sales Tax (SPLOST) for the entire program. Services include design and design oversight, bidding assistance, and construction management. Program consists of over 200 projects in Cobb County parks funded by a projected sales tax revenue of \$150 million dollars including, but not limited to, renovation and/or replacement of existing restroom/concession buildings and tennis centers, renovation and/or addition to community centers and art centers, renovation of athletic fields, replacement of sports field lighting, renovation and improvements at aquatic centers and swimming pools, development of a new seasonal family water feature, paving of access roads and parking lots, replacement of cross-tie retaining walls, drainage improvements, infrastructure improvements and specialized improvements including dam improvements at two lakes. MA has completed more than 100 projects.



**Stan Steingold, PE**
**Mechanical Engineer**
**Education**

MBA, Georgia State University  
B.S., Mechanical Engineering, University of California

**Registrations/Certifications**

Professional Engineer:  
Georgia #40351  
California #25628  
Licensed Patent Agent #34443 (USP&TO)

Stan Steingold joined MA as a mechanical engineer. He has 23 years of experience as an engineer charged with complex design, cost reduction, and quality control projects with a background in manufacturing and construction. He has experience with metalworking, injection molded parts, heat transfer, and FEA, and has aerospace and construction code knowledge.

His current experience with MA includes:

- Fulton County 3<sup>rd</sup> Party Building Inspections, Code Compliance, and Plan Reviews. Emphasis on Educational Facilities.
- Consulting on HVAC Optimization and Performance Improvement: Lumpkin County, Georgia
- Gwinnett County 3<sup>rd</sup> Party Building Inspections, Code Compliance, and Plan Reviews. Emphasis on Educational Facilities

His previous work experience includes the following:

**Mechanical Engineer, Contracting**

- Design of Injection Molded Consumer Products (Electrical Devices)
- Audio Visual Mounting Design
- Process Analysis for HVAC Systems
- Accident Reconstruction: Seating Systems
- Automotive Aftermarket Tool Design & VAVE

**Mechanical Engineer**

- Designed mechanisms for communications satellites and kinematic optical mounts for military laser systems.
- Provided factory support and coordinated contract production.
- Supervised contractors and disposed of nonconforming hardware.
- Performed engineering studies on materials, structures and thermal properties of assemblies.

**Jim Simpson**
**Plan Review**
**Education**

M.S., Technology Management, Southern Polytechnic State University  
B.S., Civil Engineering Technology, Southern Polytechnic State University

**Registrations/Certifications**

Level II Certified Plan Reviewer #48161, GSWCC  
Associate Public Manager, State of Georgia Certified Public Manager Program

Jim Simpson joined MA in 2016 after completing a 28-year career with Georgia Department of Transportation (GDOT). His current responsibilities at MA include the following:

- **Gwinnett County Road Improvement Program.** Mr. Simpson reviews preliminary, right of way and final plans for conformance to AASHTO, GDOT, Gwinnett County and EPD standards and specifications. He has reviewed a total of 43 sets of right-of-way plans and 17 sets of 90% construction plans with quantities and detailed estimates. These plans represent projects including roadway widenings, intersection improvements, and pedestrian/bicycle improvements. From these reviews, Mr. Simpson prepares written reports in the same general format as GDOT field plan review reports where the designer is required to respond to comments and make corrections to the plans so they meet all standards and guidelines.
- **GDOT Engineering Services Review Contract.** Since joining MA, Mr. Simpson has facilitated a number of field plan reviews. This has included thorough review of complete sets of GDOT in-house and consultant prepared design plans. These reviews helped to ensure conformance to standards including AASHTO,



**Jim Simpson**
**Plan Review**

GDOT Design Policy Manual, GDOT Standards and Construction Details, GDOT 2013 Specifications and Special Provisions, GDOT Drainage Manual, PDP, PPG, MUTCD and other sources of design guidance. Coordinated with GDOT staff, including Environmental, Utilities, Construction, Traffic Operations, Right of Way and others to ensure accurate and complete information is incorporated. Prepared draft and final field plan review reports and facilitated FPR meetings. His reviews have included urban state route widenings, bridge replacement projects, and an LCI project. These reviews were conducted in several districts.

- **City of Suwanee Capital Improvement Program Manager.** Under the MA contract, Mr. Simpson serves as the program manager for Suwanee's CIP transportation projects. In this role, he has reviewed GDOT LCI and TE project plans where the City is the sponsor. Other projects he manages have included sidewalk and bicycle projects, park enhancement projects, trail projects, and other City transportation-related projects. He reviews plans for conformance with AASHTO, GDOT, EDP, ADA and Bike/Pedestrian as well and County and City guidelines and procedures. Participated in field plan reviews, utility plan reviews and right of way plan reviews. He has prepared design contracts, construction contracts and design-build contracts. He has also created and reviewed bid documents, proposals and prepared project special provisions.

**Tim Rader**
**Senior Inspector**
**Education**

A.S., Civil Technologies, Owens Technical College (Ohio)

**Registrations/Certifications**

Level II Certified Plan Reviewer #65565, GSWCC

GDOT Worksite Erosion Control Supervisor #WECS566818

GDOT Field Concrete Technician #FCON546490

Prior to joining Moreland Altobelli Associates, LLC (MA), Tim had a 28-year career in highway construction in Georgia working for GDOT, specializing in contract enforcement and dispute resolution and avoidance. He retired as Assistant State Construction Claims Engineer and handled more than 300 contractor disputes. He managed the contractual and legal review of more than 160 construction specification changes proposed for incorporation into the publication of the Department of Transportation's 2013 Edition of the Standard Specifications for Construction of Transportation Systems. His GDOT career highlights also included working in District 7 as the Assistant District Construction Engineer, District Estimator, and Project Engineer on the GA 400 extension.

Tim recently completed work as the CEI manager for the \$834 million Northwest Corridor Express Lane Project. The project consisted of building 30 miles of reversible toll lanes alongside the existing I-75/I-575 corridor and included the construction of 39 bridges and 100 walls. His duties included managing the daily inspection and staffing needs for on average 20 contractor construction crews working six days and nights a week. He was responsible for overseeing the electronic and paper record storage system along with generating all GDOT required quarterly quantity reports.

Completed projects include:

- **CSHPP-0007-00(550), Dougherty County, Georgia.** The project consisted of the removal of the existing Broad Avenue arch span bridge from over the Flint River and the construction of a new post tension box bridge in the City of Albany. His duties included managing the Department's response to 22 contractor claims, along with mitigating and resolving potential EPA and US Fish and Wildlife contractor violations. All 22 claims were resolved without litigation or overruns in budget. Also as a result of coordination with EPA, FHWA, and US Fish and Wildlife, all potential violations were resolved without any adverse action being filed against the project or the Department.
- **GDOT Project Engineer for the Georgia 400 Contract 2, the re-support of the Atlanta Financial Center Parking Deck.** The work included removing the bottom two floors of a ten-story parking deck and pouring cast-in-place post tension beams to support the remaining eight floors in order to allow the construction of GA 400 to be constructed under the AFC building and parking deck. Key requirements for completing the work included that the parking deck was required to remain in service during business



**Tim Rader**
**Senior Inspector**

hours and that noise be reduced during working hours for the building's tenants.

- **GDOT Project Engineer for Georgia 400 Contract 3, the construction of the Buckhead loop roadway and bridge at the intersection of Peachtree Road and Lenox Road.** The work included widening Lenox Road and Peachtree Road along with construction of a bridge between the Ritz Carleton hotel and Phipps Plaza mall. All phases of construction required close coordination with both property owners since both places of business remained in service during construction.

**Howard Bach**
**Inspector – Vertical Construction**
**Education**

Building Construction Studies, Georgia Institute of Technology  
Executive Summary of Environmental Assessments, Georgia Tech Research Institute

**Registrations/Certifications**

Certified Batch Plant Operator, Georgia DOT  
Level II Certified Plan Reviewer #23475, GSWCC

Howard Bach joined MA in 1990 and has had primary responsibility for program and construction management for many Georgia counties' SPLOST programs. His expertise has been focused mainly on the management of county building projects including county detention facilities, county courthouses, senior citizens centers, health centers, and recreation facilities. He has extensive knowledge of building cost estimating, code compliance, and project scheduling.

Bach has worked as a District Liaison in the GDOT Transportation Enhancement Program. He has assisted the sponsors with implementing their concept development, right-of-way procurement procedures, bid document preparation, bidding assistance, and conflict resolution during the construction process. He has offered sound cost effective solutions when encountering unforeseen conditions during the construction phases of several projects. His guidance has resulted in minimal added cost to the overall project. Initially assigned to District 6, his hands-on approach in assisting with construction issues have had him working in Districts 3, 6, and 7, particularly with TE projects involving buildings and historic structures.

A partial listing of SPLOST projects Bach has managed for MA is as follows:

- Dawson County: Jail addition and renovation, courthouse roofing renovation, senior citizens center, health department
- Liberty County: Courthouse annex, courthouse renovation, detention facility, parks and recreation facility
- Gordon County: Municipal solid waste landfill, recycling facility
- Candler County: Jail, courthouse renovation
- Murray County: Jail, municipal solid waste landfill
- Monroe County: Judicial complex, courthouse renovations, municipal solid waste landfill, recycling centers
- Henry County: Senior citizens centers, library, jail addition, courthouse addition
- Lumpkin County: Jail

Some of Bach's specific projects involving schools are as follows:

- 25,000 square foot addition with 5,000 square foot renovation of Big Shanty Elementary School, Cobb County Board of Education. Construction cost \$1.3 million
- \$1.75 million site improvements to McEachern High School, Cobb County Board of Education
- \$2.6 million renovation and addition of 38,000 square foot, 200 seat performing arts theater and music ensemble room, McEachern High School, Cobb County Board of Education
- 52,000 square foot, with 10,000 square foot gymnasium. New facility. Factory Shoals Elementary School, Douglas County Board of Education. \$3.8 million
- 32,000 square foot addition with 68,000 square foot renovation of B.B. Harris Elementary School, Gwinnett County Board of Education



#### Howard Bach

#### Inspector – Vertical Construction

- Team estimator for \$3 million continuing education building, Clayton State College

Some of Bach's specific projects involving recreation facilities are as follows:

- Henry County, Georgia: Project manager for new parks throughout Henry County.
- KSL Lake Lanier Islands: Project manager for redevelopment of "South Beach" Water Park.

#### John Solomon

#### Contract Compliance

**Education** B.S., Civil Engineering Technology, Youngstown State University

**Registrations/Certifications** Numerous classes and seminars related to contracting and contract compliance

John Solomon joined MA in 2017 after a 30+ year career with GDOT. While at GDOT, John had a wide variety of experience in different aspects of construction project management, construction contract development, contract review, construction documentation and payments, contract administration and contract compliance. Examples of positions held during his GDOT career include:

- Office of Contract Bidding Administration – Department Assistant Office Head
- Assistant State Office Engineer (Construction), Office of Construction
- Contract Audit Manager, Office of Contract Bidding Administration
- Contract Audit Engineer, Office of Contract Administration
- Construction Contract Auditor

Since joining MA, he has been serving as the pre-construction/construction office engineer in the Gwinnett County SPLOST road improvement program. In this role John provides office-engineering support for the program manager, assistant program manager and program manager coordinator, as well as project engineers. He handles preparation of bid packages by reviewing bid items, preparing bid schedules, reviewing right of way stipulation to ensure they are on final plans, establishes a construction schedule, prepares special notices, special provision, and reviews insurance requirements. He reviews final plans making sure all revisions have been addressed. Upon award of a contract he is responsible for assuring that all appropriate documentation is received for contractor payment, DBE or small business compliance, and for receiving Federal or State reimbursement.





MA's methodology and strategy will be simple but effective. If selected, **Chris Parypinski, PE**, will spend the time necessary with the City Administrator and his staff to completely understand the various projects and the City's expectations on each. Project management (PM) and quality assurance/quality control (QA/QC) are intertwined and are the core of our approach to delivering a project. Our experience with the design of facilities for numerous local governments has guided the development of our internal PM and QA/QC procedures.

As is the case with all of our projects, our principal in charge, **Buddy Gratton, PE**, will direct activities of the project team, with the project manager, **Chris Parypinski, PE**, being the single point of contact for the City of Fairburn. Mr. Gratton will be responsible for management level oversight of the quality of service and final deliverables, while Mr. Parypinski will actively manage the project on a day-to-day basis, from start to finish. The organization chart and resumes in Section 5 show the anticipated resources needed to deliver all the required services identified in the RFP.

Mr. Parypinski's experience in managing projects in similar programs, along with his design and construction services experience, will ensure a high level of PM and QA/QC throughout the program for each project delivered. We are very aware of the fiscal restraints local governments operate under and are committed to providing the deliverables requested within budget and meeting your schedule requirements. This extends to complete familiarity with any of the potential sources of project funding, such as GDOT LMIG, DCA CDBG, Fulton County TSPLOST, and federal aid money programmed by GDOT or ARC.

### General Scope Phase

Upon receipt of a Notice to Proceed we will immediately meet with the appropriate City staff to outline the scope of each project and from that scope prepare a project schedule. The schedules will be prepared using Primavera project management software and will include all major milestones for design, right of way (if required), utilities, environmental permitting and construction. Each schedule will be reviewed with the principal-in-charge before submittal to City of Fairburn. The following are the assignments of staff to each General scope of service task outlined in the RFP:

#### General

a. Meeting with the appropriate staff to establish scope.	Chris Parypinski, Tim Rader
b. Establish schedule for each project and outline communication system.	Chris Parypinski, Jim Simpson, Tim Rader, Sam Allen
c. Prepare an increasingly detailed project budget and monitor expenditures.	Chris Parypinski, Tim Rader
d. Coordinate with professional staff and consultants associated with design and engineering activities. Maintain strict schedule.	Chris Parypinski, Jim Simpson
e. Attend meetings as necessary with the owner and others.	Chris Parypinski, Jim Simpson
f. Maintain complete file history of all project related documentation and delivery.	Chris Parypinski, John Solomon

### Design Support Scope Phase

Once the schedule is prepared and approved by City of Fairburn, the project manager will issue the schedule to all designers and city stakeholders who will participate in the project and review it with them to ensure they have a full understanding of expectations for the design.

We anticipate each project will follow the following process for similar projects. There will be a kick-off meeting with the City with review meetings to follow each phase of the design, i.e., preliminary design, design development and construction documents. We will also be available for meetings as necessary to review specific or in-depth design issues; for example, often a separate meeting is needed to formalize the requirements for site lighting, irrigation, and custom design features. The management team will also assist with project closeout and commissioning activities.

The project manager and appropriate support staff will attend these meetings. We will prepare detailed minutes of the meetings and issue them to all attendees. These minutes will include all items discussed and list all comments, requests or directives from City staff. The minutes will also be issued to all members of the design team and the project manager will review them with each designer to ensure he/she has a complete understanding of what was discussed and what is required. The following are the assignments of staff to each Design Support scope of service task outlined in the RFP:



### Design Support

a. Monitor design process.	Jim Simpson, Stan Steingold, Chris Kingsbury, John Gross
b. Coordinate with all design entities including MEP, Civil, LA and Support Services.	Jim Simpson, Stan Steingold, Chris Kingsbury, John Gross
c. Monitor compliance with environmental goals for the project related to sustainability and expectation.	Tim Rader, L.N. Manchi
d. Properly review pay applications.	Tim Rader (roadway), John Gross (vertical)
e. Coordinate the conceptual site plan, models, sketches and coordinate with P&Z.	Tim Rader, Jim Simpson
f. Provide a constructability minimization and life cycle cost review.	Jim Simpson, Stan Steingold, John Gross
g. Review final bid documents and authorization for procurement.	Tim Rader, John Gross
h. Coordinate with all involved entities for the plans and help create a conflict change order and delay resistance construction phase.	Tim Rader, John Gross

### Bidding Scope Phase

MA will provide appropriate staff to completely administer the bidding process and provide any assistance required from the City's procurement department. The following are the assignments of staff to each Bidding scope of service task outlined in the RFP:

#### Bidding

a. Recommend and manage prequalification process.	Tim Rader
b. Prepare project advertisements.	Tim Rader, John Solomon
c. Ensure maintenance of a plan holder list, response to RFI's and organize process.	Tim Rader, John Solomon
d. Ensure proper handling of pre-bid meetings.	Tim Rader
e. Ensure requests to design consultants are handled in timely way.	Tim Rader
f. Attend bid openings, record and certify bids and provide recommendations to the City.	Tim Rader

### Permitting and Construction Scope Phase

Personnel assigned to the project will be capable and experienced in construction inspection, sampling, and testing on buildings, asphalt paving, athletic fields and related facilities. Construction services will be managed by the designated lead construction inspector, Tim Rader and our lead vertical construction lead, Howard Bach. We also will utilize project inspectors as needed to support the construction process. We will supplement our inspectors with additional manpower, as needed, including technical inspections from architects, engineers and landscape architects on a periodic basis. The following are the assignments of staff to each Permitting and Construction scope of service task outlined in the RFP:

#### Permitting and Construction

a. Organize and carry out preconstruction conference.	Tim Rader
b. Manage submittals.	Tim Rader, John Solomon
c. Coordinate with contractor for materials testing and test assurance program.	Tim Rader
d. Maintain all records associated with any environmental compliance. Safety, sustainability and other such matters.	Tim Rader, L.N. Manchi
e. Conduct inspection of public works and site development construction.	Tim Rader, Howard Bach
f. Review and approve all pay applications, change orders requests, quantities and workmanship.	Tim Rader, John Gross, Stan Steingold
g. Attend substantial completion inspection and prepare punch list.	Tim Rader, Howard Bach, David Hardeman
h. Attend a final inspection and prepare punch list.	Tim Rader, Howard Bach, David Hardeman



### Permitting and Construction

- |    |   |                        |
|----|---|------------------------|
| i. | Coordinate with contractor and design consultants for as-built documents.       | Tim Rader, Howard Bach |
| j. | Prepare written reports of all site visits, project meetings, inspections, etc. | Tim Rader, Howard Bach |

### Post Construction Scope Phase

The project manager will begin formal closeout of each project after completion of the following:

- Final inspection and correction of punch list items
- Resolution of all pending change orders
- Receipt and review of contractor's as-built drawings and close out documents
- Receipt of contractor's final affidavit

Closeout procedures will include:

- Preparations of final adjusting change order
- Preparation of agenda item concerning closeout
- Preparation of final statement and certification
- Turnover of all project records to the City of Fairburn

Typically, facility and landscaping projects are subject to a one-year warranty period. We will arrange for an inspection at 6 months and 11 months after substantial completion. The contractor, designer and City of Fairburn staff, along with the construction manager, will identify items in need of correction. A list will be prepared and issued to the contractor and a follow up inspection will be performed to verify that all warranty items have been corrected. The following are the assignments of staff to each Post Construction scope of service task outlined in the RFP:

### Post Construction

- |    |  |  |
|----|--|--|
| a. | Coordinate FF&E design, layout and installation. | Jim Simpson, Stan Steingold, Howard Bach |
| b. | Coordinate tenant/end-user move in.              | Jim Simpson, Stan Steingold, Howard Bach |

MA is excited about the potential opportunity to continue providing these services to the City of Fairburn. We believe and hope you do as well that our wide range of services and our experienced staff has provided a benefit to the City in delivering projects to your constituents.



## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 22<sup>nd</sup> day of July 2019 by and between **MORELAND ALTOBELLI ASSOCIATES, LLC**, a Limited Liability Company ("Contractor") and THE CITY OF FAIRBURN, a municipality incorporated in the State of Georgia ("City").

### **Recitals:**

A. The City desires to secure professional service associated with the management of the construction of several improvement projects (the "Project").

B. The City has selected Contractor to perform certain Professional Services in connection with the Project, as more specifically set forth below.

C. The City and Contractor desire to enter into this Agreement to set forth the terms and conditions of the services to be provided by Contractor.

D. The City has established the necessary funding for the project through a combination of local, state, and federal funds.

NOW, THEREFORE, in consideration of the matters recited above, the mutual covenants set forth herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein.
2. Services by Contractor. Contractor shall perform the following services as directed by the City, or its designee, and in compliance with requirements of the proposal dated June 14, 2019, and approved by City Council on July 22, 2019:
  - (a) Perform the Professional Services as indicated on the Request for Proposal dated June 14, 2019 (Attachment 1);
  - (b) Compile or provide the necessary database of information to complete the scope of work;
  - (c) Keep the City, or its appointee, informed and apprised as to the status of progress by way of regular status reports;
  - (d) Coordinate with the City staff and any stakeholders in the performance of all of Contractor's services;
  - (e) Prepare and maintain files and records in compliance with requirements of the City and Georgia Open Records Act.

3. Contractor's Compensation. For the services to be performed by Contractor described in Section 2 hereof, Contractor will be compensated by the City as outlined on Attachment 2 – Fee Proposal. Payments will be due as follows:

(a) Payment for services rendered will be invoiced monthly and due 30 days after receipt by the City;

(b) Payment for reimbursable and hourly expenses may be invoiced on demand and will be due 30 days after receipt by the City;

No expenses of Contractor shall be reimbursable by the City unless approved in advance in writing by the City. Any additional services, not enumerated in this Agreement or its attachments, which might be required will be outside the scope of this agreement unless mutually agreed by City and Contractor.

4. Contractor's Duties. Contractor shall perform all services required hereunder in a professional manner, adhering to the requirements of Georgia law and standard policies and procedures. Contractor shall be solely responsible for obtaining and maintaining all licenses, if any, required under applicable laws, rules and ordinances necessary for the performance of its services described herein. Contractor shall keep the City and its project manager informed (on at least a weekly basis through informal meetings and correspondence) as to the status of the Project.

4.1 Contractor Personnel. Contractor acknowledges that the City selected Contractor for the Project because of the knowledge and experience of certain of Contractor's personnel. Contractor agrees that it shall use experienced and qualified individuals for the performance of each of Contractor's duties and obligations hereunder.

5. City's Responsibilities. The City and its agents shall endeavor to perform the following in a timely manner in order to facilitate Contractor's performance of its services required hereunder:

(a) Furnish plans, surveys, and/or plats of the parcels of property or studies in its possession needed for the Project;

(b) Coordinate with the Contractor in establishing a working relationship with the local government agencies and stakeholders;

(c) Establish procedures and guidelines for responding quickly to requests for information and documentation;

(d) Coordinate with the Contractor in establishing a management and coordination process to facilitate effective communication and coordination among the City, its agents and professionals, and the Contractor.

6. Duration and Termination. This Agreement shall remain in effect until July 22, 2022, unless terminated earlier in accordance herewith. The City may terminate this Agreement for any reason whatsoever upon ten (10) days advance notice to Contractor. In the event of such



termination by the City, the City shall compensate Contractor for all services performed up to the date of termination, and the City shall have no further liability to Contractor, including without limitation, no liability for lost profits. Contractor shall deliver to the City all "work in progress" including, but not limited to, drafts of documents, contact information and status of negotiations. Notwithstanding the foregoing, the City may terminate this Agreement immediately, with or without notice, in the event that Contractor defaults with respect to any of its obligations hereunder.

7. Status. Contractor is, as to the City, an independent contractor and is not nor shall Contractor be deemed to be an employee or agent (except as set forth below) of the City for any purpose whatsoever and nothing contained herein shall be deemed to constitute a contract of employment. In furtherance of the foregoing, Contractor acknowledges that: (a) it is not an employee of the City, (b) it will be working for the City on a temporary basis, (c) the City is not responsible for paying to Contractor or on Contractor's behalf any income tax withholding, unemployment taxes or compensation, workers' compensation premiums or benefits, health insurance premiums or benefits, or any other employment benefits, (d) it is ineligible to participate in, or receive anything from, any City benefit program. Notwithstanding the foregoing, Contractor shall act in the City's behalf for the specific land acquisition activities related herein and Contractor shall only act on the specific instructions and agreements with the City.

8. Insurance and Indemnity. Contractor shall maintain a policy of comprehensive general liability insurance in the combined single limit of at least \$1,000,000 to cover any claims arising out of the performance of the services under this Agreement. Contractor shall indemnify, hold harmless and defend the City from any and all claims, charges, lawsuits and liabilities arising out of or relating to any act or omission of Contractor or its agents.

9. Assignability. The City is entering into this Agreement in reliance upon the particular qualifications of Contractor to perform the services herein described. This Agreement may not be delegated or assigned by Contractor and any purported delegation or assignment by Contractor of this Agreement (or rights hereunder) is void unless Contractor has first obtained the prior written consent of the City which consent may be withheld for any reason or no reason. The City may assign this Agreement, in its discretion, to other local government(s) or state agencies with authority for public right of way issues within its jurisdiction.

10. Confidentiality. Except as required by law or by court order, Contractor shall not disclose any information related to the negotiations or agreements with Landowners or related to the performance of its services for the City without the prior written consent of the City.

11. Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth opposite their signatures below. Any such notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by facsimile, with written confirmation by a nationally recognized overnight courier sent the same day as the facsimile, in which case notice shall be deemed delivered upon receipt of confirmation transmission of such facsimile notice, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt. Any notice sent by facsimile or

personal delivery and delivered after 5:00 p.m. eastern standard time shall be deemed received on the next business day. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address or facsimile number shall be effective until actual receipt of such notice. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

12. Miscellaneous. This Agreement shall not be modified or amended except by written instrument signed by each of the parties hereto. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which counterparts together shall constitute but one and the same instrument. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision of this Agreement be for any reason unenforceable, the balance shall nonetheless remain in and be of full force and effect, but without giving effect to such unenforceable provision. Time is of the essence hereof. The section headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

**[Signature page follows]**



IN WITNESS WHEREOF, City and Contractor have set their hands and seals hereto as of the day and year indicated next to their signatures.

**CONTRACTOR:**

Address:

**Moreland Altobelli Associates, Inc.  
2450 Commence Avenue, Suite 100  
Duluth, GA 30096**

MORELAND ALTOBELLI ASSOCIATES, LLC, a  
Limited liability company. Incorporated in  
Delaware on November 1, 2017, as a  
subsidiary of Atlas Technical Consultants.

Date signed by Contractor:

\_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
President

[CORPORATE SEAL]

**CITY:**

Address:

**City of Fairburn  
56 Malone St., SW  
Fairburn, GA 30213**

**THE CITY OF FAIRBURN**, a municipality  
incorporated in the State of Georgia

By: \_\_\_\_\_

Mayor

Date signed by City:

\_\_\_\_\_, 20\_\_

Attest: \_\_\_\_\_

Approved as to form:

City Clerk

\_\_\_\_\_  
City Attorney

[SEAL]



## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: APPROVAL OF THE RIGHT-OF-WAY MOWING AND MAINTENANCE AGREEMENT WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION**

( ☒ ) AGREEMENT                      ( ☐ ) POLICY / DISCUSSION                      ( ☐ ) CONTRACT  
( ☐ ) ORDINANCE                      ( ☐ ) RESOLUTION                      ( ☐ ) OTHER

**Submitted: 07/03/2019**

**Work Session: 07/22/2019**

**Council Meeting: 07/22/2019**

**DEPARTMENT:** Engineering

**BUDGET IMPACT:** The Street Department will assume responsibility of the maintenance. The maintenance costs will be factored into future budget requests.

**PUBLIC HEARING?** ( ☐ ) Yes      ( ☒ ) No

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**PURPOSE:** For Mayor and Council to approve the Right-of-Way Mowing and Maintenance Agreement with the Georgia Department of Transportation for the SR 14; Campbellton Rd; Smith St & Washington St – LCI Streetscape Project.

**HISTORY:** The project includes streetscape enhancements along US 29 from Malone Street to approximately 175 feet north of Strickland Street. US 29 will remain four lanes with reverse angled parking between Smith and Dodd Streets. Improvements include a 10ft wide vegetated median, removal of southbound right turn lane onto Campbellton Road, expansion of pedestrian facilities along the westbound side of US 29 and signal upgrades at Smith Street, Campbellton Road, and Dodd Street. Pedestrian improvements along the west of US 29 include new granite header curb, brick paver sidewalks, street trees, raised planter beds, and new pedestrian street lighting. The east side of US 29 will include 5ft wide brick paver sidewalks, a 4ft wide grass buffer strip, new street lighting, and landscaping. The project also includes the rehabilitation of the former Smith Street underpass into a pedestrian walkway and plaza space. This will include a brick staircase, ADA ramp, and aesthetic improvements to the underpass.

**FACTS AND ISSUES:** GDOT will fund the landscaping and hardscaping components of the project within its right-of-way contingent upon the City of Fairburn assuming full responsibility of the maintenance. The purpose of the proposed Right-Of-Way Mowing & Maintenance Agreement is to formalize this arrangement.



**RECOMMENDED ACTION:** Staff recommends that Mayor and Council approve the Right-of-Way Mowing and Maintenance Agreement.

  
Elizabeth Carr-Hurst, Mayor

**RIGHT OF WAY MOWING AND MAINTENANCE AGREEMENT**

**By and Between**

**THE**

**GEORGIA DEPARTMENT OF TRANSPORTATION**

**AND**

**CITY OF FAIRBURN**

Permit # XXXXXXXX, Tracking # XXXXXX  
SR 14, Milepoint XXX to XXX

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by and between the **DEPARTMENT** of Transportation, an agency of the State of Georgia,  
hereinafter alternately referred to as **"DEPARTMENT"** or **"LICENSOR"**, and the City of  
Fairburn, a local government, hereinafter referred to as **"LICENSEE"**.

**WHEREAS**, the **DEPARTMENT** desires to enter into a public/private partnership to  
perform certain services relating to mowing and maintenance within **DEPARTMENT'S** right of  
way of Project, GDOT P.I. 0012636, hereinafter called the **"PROJECT"**, and

**WHEREAS**, the **LICENSEE** has represented to the **DEPARTMENT** that, if such  
permission is granted to the **LICENSEE**, **LICENSEE** shall bear all costs and liability associated  
with the **PROJECT**; and

**WHEREAS**, the **LICENSEE** has represented to the **DEPARTMENT** that they are  
qualified and experienced to provide such services and the **DEPARTMENT** has relied upon such  
representations;

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants as  
herein contained, it is agreed by and between the parties hereto that:



**ARTICLE I**  
**SCOPE OF PROJECT**

The **DEPARTMENT** shall permit the **LICENSEE** to perform or cause to be performed, the **PROJECT** consisting of certain services related to maintaining an identified section of the **DEPARTMENT'S** rights of way.

This permission shall be granted by the means of this Agreement for the entire scope of the **PROJECT**, as set forth herein. SR 14; CS 4130/W CAMPBELLTON ROAD & CS 4050/SMITH STREET-LCI; The project includes streetscape enhancements along US 29 from Malone Street to approximately 175 ft north of Strickland Street. US 29 will remain four lanes. Improvements include a 10' wide vegetated median, removal of southbound right turn lane onto Campbellton Road, expansion of pedestrian facilities along the westbound side of US 29 & signal upgrades at Smith Street, Campbellton Road, & Dodd Street. Pedestrian improvements along the west of US 29 include new granite header curb, brick paver sidewalks, street trees, raised planter beds, & new pedestrian street lighting. The east side of US 29 will include 5' wide brick paver sidewalks, a 4' wide grass buffer strip, new street lighting, & landscaping. The project also includes the rehabilitation of the former Smith Street underpass into a pedestrian walkway & plaza space. This will include a brick staircase, ADA ramp, and aesthetic improvements to the underpass.

The maintenance duties and responsibilities of the **LICENSEE** are defined and set forth in Article XI – **MAINTENANCE WORK PLAN** of this Agreement, which is further defined by the **PROJECT** sheets ("**PROJECT PLANS**") on file with the **DEPARTMENT** and the **LICENSEE** and referenced as if attached hereto and incorporated as if fully set forth herein.

Should the **LICENSEE** desire that these maintenance services be performed by a third party, **LICENSEE** and the third party shall enter into subsequent agreement, whereby the **LICENSEE** shall assume all responsibility of repayment to the third party for those services to be rendered as set forth in Article XI - **MAINTENANCE WORK PLAN**. The Agreement between **LICENSEE** and any third parties to this Agreement, shall meet all operational and administrative requirements, including the provisions of liability insurance, set forth by the **DEPARTMENT**,

and all liability associated with the **PROJECT** shall be borne by **LICENSEE** and any third parties, as set forth in Article VIII, herein.

## **ARTICLE II**

### **EXECUTION OF CONTRACT AND AUTHORIZATION**

#### **TIME OF PERFORMANCE**

Time is of the essence in this agreement. The **LICENSEE** shall execute this Agreement and return it to the **DEPARTMENT** within thirty (30) days after receipt of contract forms from the **DEPARTMENT**.

The **LICENSEE** shall begin work on the **PROJECT** under this Agreement upon **PROJECT** construction completion.

Subject to the terms and conditions set forth in this Agreement, and upon execution of this Agreement, the **DEPARTMENT** grants the right to the **LICENSEE** to mow, edge, and maintain, as set forth in Article XI- **MAINTENANCE WORK PLAN**, that specific section of right-of-way identified in this Agreement, and herein defined as the **PROJECT**.

The duration of this Agreement shall be for fifty years from the date above first written unless terminated sooner by the **DEPARTMENT** or **LICENSEE**.

## **ARTICLE III**

### **SUBSTANTIAL CHANGES**

If, prior to the satisfactory completion of the services under this Agreement, any party materially alters the scope, character or complexity of the services from those required under the Agreement, a Supplemental Agreement shall be executed between the parties. It is understood, however, that **LICENSEE** shall not engage in any activities or conduct any work which would be



considered to be outside the scope of the permission granted to **LICENSEE** by the **DEPARTMENT**. Minor changes in the work which do not involve increased compensation, extensions of time or changes in the goals and objectives of the work may be made by written notification of such change by any party with written approval by the other parties.

#### **ARTICLE IV**

#### **ASSIGNMENT**

It is understood by the **LICENSEE** that the work is considered personal and, except as provided for in Article I, **LICENSEE** agrees not to assign, sublet or transfer any or all of their interest in this Agreement without prior written approval of the **DEPARTMENT**.

#### **ARTICLE V**

#### **CONTRACT DISPUTES**

This Agreement shall be deemed to have been executed in Fulton County, Georgia, without reference to its choice of law doctrine, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia. Any litigation arising out of this contract shall be commenced within the State of Georgia. The foregoing provisions shall not be construed as waiving any immunity to suit or liability, including without limitation, sovereign immunity which may be available to the Department.

#### **ARTICLE VI**

#### **INSURANCE**

Prior to beginning work, the **LICENSEE** shall obtain and certify to the **DEPARTMENT** that it has the following minimum amounts of insurance coverage:

- (a) Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
- (b) Public Liability Insurance in an amount of not less than one hundred thousand dollars (\$100,000) for injuries, including those resulting in death to any one person, and in an

amount of not less than three hundred thousand dollars (\$300,000) on an account of any one occurrence, or proof of self insurance.

(c) Property Damage Insurance in an amount of not less than fifty thousand dollars (\$50,000) from damages on account of any occurrence, with an aggregate limit of one hundred thousand dollars (\$100,000), or proof of self insurance.

(d) Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the **PROJECT**.

(e) Insurance shall be maintained in full force and effect during the life of the **PROJECT**.

The **LICENSEE** shall furnish upon request to the **DEPARTMENT**, certificates of insurance evidencing such coverage. These certificates **shall** also provide that the insurance will not be modified or canceled without a 30 day prior written notice to the **DEPARTMENT**. Failure by the **LICENSEE** to procure and maintain the insurance as set forth above shall be considered a default and cause for termination of this Agreement and forfeiture of the Performance and Payment Bonds. The **LICENSEE** shall, at least fifteen (15) days prior to the expiration date or dates of expiring policies, deposit certified copies of renewal, or new policies, or other acceptable evidence of insurance with the **DEPARTMENT**.

## **ARTICLE VII COMPENSATION**

It is agreed that **LICENSEE** shall conduct all work at no cost to the **DEPARTMENT**, and without compensation from the **DEPARTMENT**. It is further agreed that any **and all** issues relating to compensation and payment shall be resolved by and between **LICENSEE** and any successors, subcontractors, or assigns thereto.

The **DEPARTMENT** and **LICENSEE** further agree that, should the **DEPARTMENT** be required to conduct any inspections and/or supervision of the **PROJECT** beyond that which would normally occur in the ordinary course of the **DEPARTMENT'S** maintenance activities, **LICENSEE** shall reimburse the **DEPARTMENT** for such inspection and supervision. The rate of reimbursement for the **DEPARTMENT'S** inspection and supervision shall in no case exceed a rate determined to be reasonable by the parties.



Should **LICENSEE** and the **DEPARTMENT** desire to change this agreement at a later date to provide for compensation to **LICENSEE**, or any successors or assigns thereto, such change shall only be permitted by a supplemental agreement as set forth in Article III herein. Any supplemental agreements involving compensation shall be subject to the **DEPARTMENT** review and approval.

**ARTICLE VIII**  
**RESPONSIBILITY FOR CLAIMS AND LIABILITY**  
**LICENSEE NOT AGENT OF DEPARTMENT**

**LICENSEE**, and all successors and assigns thereto, shall save harmless the **DEPARTMENT**, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the performance of work assigned to **LICENSEE** under this Agreement. **LICENSEE** further agrees that they shall be fully responsible for injury or damage to landscaping, landscape related items, and any other non-standard and decorative elements installed by or for the **LICENSEE** within the right of way, and for any damage to the **DEPARTMENT'S** signs, structures, or roadway fixtures, if **LICENSEE** causes the damage. These indemnities shall not be limited by reason of the listing of any insurance coverage.

It is further understood and agreed that **LICENSEE**, or any successor or assigns thereto, in the conduct of any work involved in the **PROJECT**, shall not be considered the agent of the **DEPARTMENT** or of the State of Georgia.

**ARTICLE IX**  
**TERMINATION OF CONTRACT**

The **DEPARTMENT** may terminate this contract for just cause at any time by giving of thirty (30) days written notice of such termination. Upon receipt of such notice of termination, **LICENSEE** shall discontinue and cause all work under this contract to terminate upon the date specified in the said notice. In the event of such termination, the **DEPARTMENT** shall be paid for any amounts as may be due it as specified in Article VII up to and including the specified date of termination. **LICENSEE** shall have the right to terminate this contract at any time, provided

that such termination is first approved by the **DEPARTMENT**, and that the **DEPARTMENT** is reimbursed in full for all services rendered pursuant to Article VII.

The **DEPARTMENT** and **LICENSEE** further agree that, should the **DEPARTMENT** allow the **LICENSEE** to terminate the agreement, the termination, unless determined otherwise in writing by the **DEPARTMENT**, shall be contingent upon the following:

- A. The **LICENSEE**, at the discretion of the **DEPARTMENT**, removing the planted landscaping, landscape related items, and any other non-standard and decorative elements that were installed by or for the **LICENSEE** at no cost to the **DEPARTMENT**.
- B. The **LICENSEE** restoring the removed landscape areas to their original condition or a condition that meets federal standards and is acceptable to the **DEPARTMENT**.
- C. The **LICENSEE** restoring the removed non-standard and decorative elements with standard **DEPARTMENT** elements that meet federal and state requirements.
- D. The **LICENSEE** reimbursing the **DEPARTMENT** in full any state and/or federal funds used to purchase and install the landscaping, landscape related items, and other non-standard and decorative elements that are no longer to be maintained by the **LICENSEE**.

The **DEPARTMENT** and the **LICENSEE** agree that, should the **LICENSEE** fail to perform the maintenance, as set forth in Article XI - **MAINTENANCE WORK PLAN**, the **DEPARTMENT** may require the **LICENSEE** to remove, restore, and reimburse according to items "A", "B", "C", and "D" above, as applicable, and then terminate the agreement.

## **ARTICLE X**

### **COMPLIANCE WITH APPLICABLE LAW**

The undersigned certify that:

A. This Agreement is subject to applicable state and federal laws, standards, and rules and regulations.

B. The provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State Employees and Officials Trading with the State have been complied with in full.



C. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full.

DRAFT

## ARTICLE XI

### MAINTENANCE WORK PLAN

For all maintenance activities, at a minimum, abide by the Federal Manual of Uniform Traffic Control Devices (MUTCD) standards, current edition, for temporary traffic control. Move equipment or materials on or across a traveled way in a manner as not to unduly interfere with traffic.

#### Watering

- Provide adequate water to maintain healthy plant material
- Water in a manner that it does not endanger pedestrian or vehicular traffic
- Water according to the state or local government restrictions

#### Seasonal Color (Annuals and Herbaceous Perennials and Roses)

- Install and maintain plant material at a height that does not interfere with clear sight lines for both pedestrians and vehicular traffic according to the Department's sight distance criteria
- Maintain bare areas in seasonal beds with a minimum 3 inch cover of mulch
- Cut back perennials each year after they are spent to keep the beds free of vegetative debris

#### Ornamental Grasses

- Trim away dead foliage from ornamental grass clumps in February.

#### Pruning

- Remove dead or diseased planted vegetation.
- Prune trees, shrubs and ground covers to maintain the health of the plants and to maintain in the intended design character of the plant (no stump pruning or lollipop/ball shapes)
- Prune trees, shrubs, and ground covers as needed to remove damage by storm or accident events and to prevent safety hazards. Prune to maintain open sight



distances, clear zone areas and traffic sign visibility. Provide clearance for pedestrian and vehicular traffic mobility.

- Prune according to American National Standards Institute, latest edition, A300 Part 1 pruning standards

#### Plant Replacement

- Replacement of dead or diseased vegetation of planted material within the project limits is the responsibility of the LICENSEE
- Replacement plant material must be according to Policy 6755-9 – Policy for Landscaping and Enhancements on GDOT Right of Way and GDOT Specification Section 702.

#### Weeding

- Maintain right of way free of weeds, exotic and invasive pest plants, undesired vegetation and other noxious weeds.
- Any herbicides used shall be approved by the City of Fairburn and the Georgia Department of Transportation.
- Applications of herbicide shall conform to GDOT guidelines and will require approval from/coordination with GDOT Office of Maintenance Agronomist Manager.
- All Herbicide use shall be under the direct supervision of someone with the appropriate Commercial Category 27 (right of way use) license.
- When herbicides are being applied the person applying shall have in their possession all labeling associated with the pesticide/herbicide and their license/certification.
- Post warning signs for herbicide use as required by state code.

#### Pest Control

- Pest management shall be addressed by Integrated Pest Management (IPM) techniques.

- Any pesticides used shall be approved by the City of Fairburn and the Georgia Department of Transportation.
- Applications of pesticide shall conform to GDOT guidelines and will require approval from/coordination with GDOT Office of Maintenance Agronomist Manager.
- All Pesticide use shall be under the direct supervision of someone with the appropriate Commercial Category 27 (right of way use) license.
- When pesticides are being applied the person applying shall have in their possession all labeling associated with the pesticide and their license/certification.
- Post warning signs for pesticide use as required by state code.

#### Mowing and trimming of grass

- Maintain a neat appearance and clear sight lines for pedestrian and vehicular traffic.

#### Mulching

- Replace mulch in plant beds as needed to maintain an attractive, fresh look at a 2-3" depth
- Maintain mulch so that it will not spread or wash on to pedestrian paths or traveled lanes

#### Litter

- Completely remove all litter and debris and other objectionable material on site.
- Do not deposit or blow litter, debris and vegetation into gutters or drainage structures.
- Make disposal in accordance with local and state laws.
- Remove all graffiti within project limits

#### Installed Sidewalks

- Maintain and repair sidewalks according to the Americans With Disabilities Act (ADA)



#### Installed Non-standard Crosswalks

- When repaving to the brick crosswalks, GDOT will stop at the concrete bands holding the brick pavers in place.
- The City of Fairburn shall replace any pavers in the brick crosswalk that become dislodged or broken. Ensure that brick crosswalks are mortared in place and in tight joints. Polymeric sand will be swept into all joints. Regular sand is not acceptable as a joint filler. All pavers shall be the dimensions of those shown in the construction plans.
- All final paver placement shall be flush with all other paver elevation.
- All excess sand shall be removed and disposed of in an approved GDOT manner.

#### Maintenance of Sidewalk Pavers

- All pavers shall be the same material listed in the construction plans.
- The Pavers shall be whole, solid, and free of debris.
- Pavers shall be set on sand bedding layer.
- See construction detail in case of full replacement of sidewalk paver section.
- City of Fairburn shall replace/fix any damaged, removed, or displaced paver.
- To replace, all final elevations shall be flush free of irregular joints or jutting out ridges. The paver base shall be free of all rock and debris.
- All excess sand shall be removed and disposed of in an approved GDOT manner.
- Joint filler shall be polymeric sand.

#### Installed Non-standard Fencing/Site Furnishings/Murals/Signs/Walls

- Repair and/or replace damaged components.
- Replace or install a temporary construction work fence immediately if the damage involves a safety issue.

LICENSEE is responsible for all maintenance of non-standard fencing/site furnishings/murals/signs

Installed Low Voltage Lighting Repair and/or replace damaged components. Repair and/or replacement must be done immediately if the damage involves a safety issue.

- LICENSEE is responsible for all maintenance of low voltage lighting.

NOTE:

All major maintenance repair activities and activities that may interfere with traffic or pedestrian flow within the right of way project limits, such as travel lane/walkway closures, require the LICENSEE notify the Department at least 48 hours prior to the activity to coordinate and gain Department approval.



1

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, said parties have hereunto set their hand and affixed their seals the day and year above first written.

**GEORGIA DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
Commissioner or designee

ATTEST:

\_\_\_\_\_  
Angela Whitworth  
Treasurer

**LICENSEE: CITY OF FAIRBURN**

\_\_\_\_\_  
Elizabeth Carr-Hurst  
Mayor

SEAL



## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: APPROVAL OF BOARD SOUTH FULTON CID BOARD MEMBER**

( ) AGREEMENT                      ( ) POLICY / DISCUSSION                      ( ) CONTRACT  
( ) ORDINANCE                      ( ) RESOLUTION                      (X) OTHER

**Submitted: 07//02019      Work Session: 07/22/2019      Council Meeting: 07/22/2019**

**DEPARTMENT:** Engineering

**BUDGET IMPACT:** There is no budget impact with this item.

**PUBLIC HEARING?** ( ) Yes              (X) No

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**PURPOSE:** For Mayor and Council to approve Mr. Aaron Phillips as the City of Fairburn's appointment to the South Fulton CID Board.

**HISTORY:** The South Fulton Community Improvement District (CID) was formed in 1999 by business leaders interested in improving freight access to warehousing, manufacturing and industrial sites along Oakley Industrial Boulevard and connectivity to I-85.

The CID is a self-taxing entity that leverages the money collected to fund studies, preliminary engineering (PE) and construction projects. The CID does not replace city and county infrastructure improvement programs, but supplements them by providing a means to advance projects within the area.

**FACTS AND ISSUES:** The CID Board of Directors is made up of elected members representing property owners and appointed representatives from Fulton County, Union City, City of Palmetto and the City of Fairburn. The board is responsible for managing the CID and determining funding. The City of Fairburn was asked by the South Fulton CID Administrator, Joddie Gray to obtain representative to replace Mr. Kevin Caille, our former representative. After careful consideration, Staff is recommending Mayor & Council approve Mr. Aaron Phillips as the as the City of Fairburn's appointment to the CID Board.

**RECOMMENDED ACTION:** Staff recommends that Mayor and City Council approve Mr. Aaron Phillips as the City of Fairburn's appointment to the South Fulton CID Board.

  
Elizabeth Carr-Hurst, Mayor





**An AM Construction Company**

1375 Oakley Industrial Blvd  
Fairburn, Georgia 30213  
Office (770) 251-4710 Fax (770) 251-4549

John Aaron Phillips  
CEO/President

Aaron Phillips is the owner of AMCON Industrial LLC, a industrial construction firm that's design, manages and develops turn key solution for customers in the food, beverage, chemical & heavy industrial sectors. Services include: structural engineering, site development, millwright, piping, general fabrication, electrical and maintenance projects.

Before leading and developing AMCON into the business it is today, Aaron worked with his father as a local place and finish concrete contractor. At the age of 18, Aaron Phillips made the decision that metal work and large infrastructure was the path he would choose. Aaron worked with the Local 387 for 4 years before deciding entrepreneurship was the passion he was striving to try.

From 2011- present, under the leadership of Aaron Phillips, AMCON has developed from a 7 employee and \$1.5M in sales company to 100+ employees and \$40M+ in revenue.

Aaron's daily duties involve estimating major projects, customer development, resource management, and a mentorship programs for all directors. Culture and stewardship have been the leading principals in all things that have been accomplished, individually and as a team.

In addition to being the principal at AMCON, Aaron Phillips and his wife, Coleen, own and operate a commercial and industrial property management firm holding assets in Coweta and Fulton County. Providing business places for upcoming entrepreneurs in fun cost effective spaces is the goal behind the business.





## CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: APPROVAL OF TASK ORDER #135 WITH INTEGRATED SCIENCE & ENGINEERING FOR RENAISSANCE PARKWAY SANITARY SEWER OUTFALL CONSTRUCTION PHASE SERVICES**

( ) AGREEMENT      ( ) POLICY / DISCUSSION      ( ) CONTRACT  
( ) ORDINANCE      ( ) RESOLUTION      ( X ) OTHER

**Submitted: 07/02/2019      Work Session: 07/22/2019      Council Meeting: 07/22/2019**

**DEPARTMENT:** Utility (Water & Sewer)

**BUDGET IMPACT:** The budget impact of this task order will be \$15,500. The proposed expenditures will come out of the Water & Sewer Account (505-0000-54-2700).

**PUBLIC HEARING?** ( ) Yes      ( X ) No

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**PURPOSE:** For Mayor and Council to approve Task Order #135 with Integrated Science & Engineering, Inc. (ISE) for Renaissance Parkway Sanitary Outfall Construction Phase Services.

**HISTORY:** The City of Fairburn entered into a Master Services Agreement with Integrated Science & Engineering, Inc. (ISE) on August 14<sup>th</sup>, 2017 for professional engineering and consulting services.

**FACTS AND ISSUES:** The agreement with ISE was approved with the understanding that task orders associated with civil engineering, water and wastewater, and water resources engineering would be issued on an as need basis. As such, the task order for the Renaissance Parkway Sanitary Sewer Outfall Project Construction Phase Services has been submitted for review and approval.

**RECOMMENDED ACTION:** Staff recommends that the City Council approve the Task Order with ISE for Renaissance Parkway Sanitary Outfall Construction Phase Services and authorize the Mayor to sign the Task Order for an amount not to exceed \$15,500.

  
Elizabeth Carr-Hurst, Mayor





**INTEGRATED**  
Science &  
Engineering

Atlanta / Savannah

## Task Order Form

1039 Sullivan Road, Suite 200, Newnan, GA 30265  
(p) 678.552.2106 (f) 678.552.2107

To: Edward Powell  
Company: City of Fairburn  
Address: 56 Malone Street  
Fairburn, Georgia

Date: June 10, 2019  
From: Jarred M. Jackson, P.E.  
Copy to: Lester Thompson

Project: Renaissance Parkway Sanitary Sewer Outfall  
Construction Phase Services

TOF #: 135

### BACKGROUND

The City of Fairburn (City) engaged Integrated Science & Engineering (ISE) to complete construction phase services for the recently awarded Renaissance Parkway Sanitary Sewer Outfall project. It is ISE's understanding that this project was recently publically advertised, bid, and awarded to Crawford Grading & Pipeline, Inc. in the amount of \$310,615.00. ISE will request that City staff provide approved design drawings, contract documents, technical specifications, contractor's submitted qualification package, and notice of award. Once received, ISE will complete construction phase services consisting of contract administration, attending a pre-construction meeting, shop drawing review, pay request review, site visits, preparation of any change orders, and contract closeout. This Task Order Form (TOF) indicates the scope, schedule, and fee to perform the work described herein, and will be performed in accordance with ISE's Master Services Agreement (MSA) with the City of Fairburn, Georgia dated August 14, 2017.

### SCOPE OF SERVICES

**Task 1 – Construction Phase Services.** ISE will assist City staff during the construction process. This includes contract administration, shop drawing review, pay request review, site visits, preparation of any change orders, and contract closeout.

### SCHEDULE

**Task 1 – Construction Phase Services:** For duration of project construction. Estimated construction time is 60 days.

### FEE ESTIMATE

Task	Contract Amount	Billing Type
Task 1 – Construction Phase Services	\$15,500 <sup>1</sup>	Hourly
<b>Total</b>	<b>\$15,500</b>	

<sup>1</sup> Construction management fee not to exceed Fee Estimate shown without authorization from City. Fee estimate shown as 5% construction cost.

# Task Order Form

## AUTHORIZATION

The Scope of Services outlined herein will be performed in accordance with ISE's Master Services Agreement (MSA) with the City of Fairburn, Georgia dated August 14, 2017. Additional work requested outside the Scope of Work above can be accomplished at hourly rates outlined in our MSA. If this adequately defines the scope of work desired and is acceptable, please execute in the space provided below and return a copy to ISE as our Agreement and Authorization to proceed. We look forward to working with you and your staff on this project.

City of Fairburn

Integrated Science & Engineering, Inc.

Signature: \_\_\_\_\_

Signature:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: Jarred M. Jackson, P.E.

Title: \_\_\_\_\_

Title: Project Engineer

Date: \_\_\_\_\_

Date: June 10, 2019



**MASTER SERVICES AGREEMENT  
CITY OF FAIRBURN**

THIS IS AN AGREEMENT made as of 8/14, 2017, between the City of Fairburn, Georgia ("CLIENT") and Integrated Science & Engineering, Inc. ("ENGINEER"). The CLIENT wishes to engage ENGINEER to provide professional engineering and consulting services. The services provided under this agreement shall encompass primarily the areas of civil engineering, water and wastewater engineering, and water resources engineering. In general, the services provided by the ENGINEER will include, but not necessarily be limited to, the following services:

- Project Management
- Project Planning
- Feasibility Studies
- Engineering Analysis
- Provision of Construction Cost Opinions and Data
- Technical Reports
- Engineering Design and Surveying
- Permitting and Regulatory Agency Coordination
- Construction Management and Oversight
- Easement and Right-of-Way Acquisition
- Other engineering services may be added at the discretion of the CLIENT, under the terms of this AGREEMENT

The ENGINEER will work with the CLIENT to coordinate and integrate the overall management, planning, analysis, engineering design, consulting, and construction review for each project. In general, the ENGINEER will oversee project management and planning, scope of work development, work progress monitoring, project schedule maintenance, engineering design, construction review, and project cost control, as well as address additional design related tasks specifically requested by the CLIENT.

The ENGINEER will prepare and submit a TASK ORDER FORM (TOF) to be executed between the CLIENT and the ENGINEER for each specific work element, project, report, study, task, etc. (unless directed otherwise by the CLIENT), which will specify the scope of services, schedule, and fee arrangement. Each TOF will reference this AGREEMENT and be an amendment to this AGREEMENT. The CLIENT has the option to direct the ENGINEER to utilize an alternative method to the TOF (as warranted by the work task requested) including memo, email or other similar and acceptable documentation method.

CLIENT and ENGINEER, in consideration of their mutual covenants herein, agree in respect of the performance of professional engineering and management services by ENGINEER and the payment for those services by CLIENT as set forth below.

**1.0 SECTION 1 – GENERAL PROJECT MANAGEMENT AND CONSULTING ENGINEERING SERVICES**

- 1.1 **Description.** ENGINEER shall provide professional services to the CLIENT in the form of project management and consulting engineering services, from time to time, as requested by CLIENT. These services will be provided on a formal (written) or informal (verbal) basis as determined by the circumstances and the wishes of the CLIENT. Examples of General Project Management and Consulting Engineering Services would include, but not be limited to, the following:
- 1.1.1 Review of existing system data and providing of advice pertaining to CLIENT operations, planning, expansion, repair or other matters that may be of concern to CLIENT.
  - 1.1.2 Serve as consulting engineer on behalf of the CLIENT to various subconsultants as it relates to project planning, scope of work development, work progress oversight, project QA/QC, budget review/management, schedule and construction oversight.
  - 1.1.3 Prepare engineering studies, alternative evaluations, surveys, reports, cost estimates, financial analysis, or other engineering documents specifically requested by CLIENT.
  - 1.1.4 Serve as engineering liaison for the CLIENT to various local, state and federal agencies that may have jurisdiction over certain aspects of CLIENT's operations.
  - 1.1.5 Provide other engineering related services as may be requested and authorized by the CLIENT.

**2.0 SECTION 2 – BASIC ENGINEERING SERVICES**

- 2.1 **Basic Engineering Services.** Include those services normally associated with project management, engineering analysis and engineering design for civil engineering, water and wastewater engineering, and water resources engineering related projects, or other projects stipulated by the CLIENT. Engineering services will typically include, but not be limited, to the following.
- 2.2 **Preliminary Design and Planning Phase.** The ENGINEER shall:
- 2.2.1 In consultation with CLIENT, and on the basis of the available Preliminary Study information, define the project specific objectives, scope of work, schedule, and preliminary budget for projects requested by the CLIENT.
  - 2.2.2 Advise CLIENT if additional data or supplemental professional services of the types described in this AGREEMENT are necessary, and procure the necessary services, subject to the approval of CLIENT.



- 2.2.3 Prepare preliminary design documents consisting of the following: design criteria, cost estimate information, preliminary drawings, project scope of work development, design schedule and written description of the project.
- 2.2.4 Provide coordination, permitting, and managerial assistance to the CLIENT regarding utility relocation, easements, right-of-way acquisition, etc. as specifically requested by the CLIENT.
- 2.3 **Comprehensive Design Phase.** The ENGINEER shall:
  - 2.3.1 Perform engineering surveys of the construction site to determine horizontal and vertical site data including topography, relevant site elevation data, locations and measurements of existing site conditions that could affect the project.
  - 2.3.2 Represent the CLIENT at public hearings and meetings with applicable regulatory agencies and/or Authority Staff.
  - 2.3.3 Prepare detailed design plans, specifications, documents (a.k.a. Contract Documents/Bidding Documents) and engineering cost estimates for the project.
  - 2.3.4 Oversee the work efforts of the subconsultants as it relates to the overall project objectives, schedule and budget. Technical accuracy and design quality will be the responsibility of the subconsultant unless otherwise stipulated in their contract with the ENGINEER.
  - 2.3.5 Advise CLIENT of potential adjustments as it relates to total project costs resulting from changes in project scope, extent, character, or design requirements of the project or construction costs.
  - 2.3.6 Furnish copies of design plans, specifications and documents for approval by the CLIENT, his representatives, and applicable regulatory authorities.
- 2.4 **Pre-Construction Phase.** The ENGINEER shall:
  - 2.4.1 Pre-qualify, when possible, contractors for bidding the various projects.
  - 2.4.2 Assist CLIENT in advertising for and obtaining bids or negotiating contracts for each construction project, and maintain a record of prospective bidders to whom Construction Documents/Bidding Documents have been issued, attend pre-bid conferences and issue Construction Documents/Bidding Documents.
  - 2.4.3 Issue addenda appropriate to interpret, clarify or expand the Construction Documents/Bidding Documents.

- 2.4.4 Consult with CLIENT concerning, and determine, the acceptability of substitute materials and equipment proposed by CONTRACTOR(s) when substitution prior to the award of contracts is allowed by the Construction Documents/Bidding Documents.
- 2.4.5 Attend pre-bid meeting with prospective contractors, attend the bid opening, prepare bid tabulation sheets and assist CLIENT in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services. ENGINEER will verify that the CONTRACTOR's insurance and bonding capabilities meet the CLIENT's requirements.
- 2.5 **Construction Phase Services.** The ENGINEER shall:
  - 2.5.1 Arrange a pre-construction conference with the successful bidder to discuss administrative issues associated with the project; establish site safety procedures (where applicable); address project logistics; establish lines of communication; and address other applicable issues as necessary in the interest of construction QA/QC and safety.
  - 2.5.2 Review the CONTRACTOR's work schedule to ensure general conformance with preliminary schedules developed by the CLIENT and ENGINEER. Appropriate modifications will be recommended to CONTRACTOR in an effort to ensure efficiency in the construction process. ENGINEER will notify the CLIENT if significant discrepancies exist in the CONTRACTOR's schedule as compared to the agreed upon construction schedule with the applicable parties.
  - 2.5.3 Serve as the CLIENT's representative with duties and limitations of responsibility and authority as stated in the construction Contract Documents.
  - 2.5.4 Visit the site at regular intervals appropriate to the various stages of construction to observe progress and quality of the CONTRACTOR's work, and shall keep CLIENT informed of same.
- 2.6 **Interpretations and Clarifications.** ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents/Bidding Documents and in connection therewith prepare work change directives and process CONTRACTOR's change orders as required.
- 2.7 **Shop Drawings.** ENGINEER shall review cut sheets, submittals, shop drawings and other relevant data. ENGINEER shall review shop drawings and other data that CONTRACTOR(s) are required to submit, but only for conformance with the design concept of the project and compliance with the information given in the design plans, specifications and documents. ENGINEER will review and approve CONTRACTOR's shop drawings and provide approved copy of drawing to the CLIENT prior to CONTRACTOR notification.



- 2.8 **Schedule Monitoring.** ENGINEER will review and update CONTRACTOR(s) schedule(s) to monitor construction progress and to assist the CONTRACTOR in identifying potential "work arounds" to make up for work delays, change orders, etc. Updated schedules will be provided to the CLIENT as necessary unless agreed otherwise.
- 2.9 **Applications for Payment.** ENGINEER will review CONTRACTOR's applications for periodic payment to verify that amounts requested by the CONTRACTOR agree with actual progress of the work. Approved applications will be submitted to the CLIENT for payment.
- 2.10 **Correspondence.** ENGINEER will distribute and maintain project correspondence and documents throughout the construction phase. Schedules for project deliverables will be established and adhered to in order to maintain the overall project schedule(s).
- 2.11 **Contract Closeout.** ENGINEER shall conduct a review of each project phase to determine if the work is substantially complete and a final review of each project phase will be performed to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to CONTRACTOR and may give written notice to CLIENT and the CONTRACTOR that the work is acceptable (subject to any conditions therein expressed).

### 3.0 SECTION 3 -- SUPPLEMENTAL SERVICES

- 3.1 The services listed in this section will be provided to supplement the services outlined in the previous sections. If authorized by the CLIENT, ENGINEER will furnish (or utilize the services of subconsultants/subcontractors as necessary) these services under the terms of this AGREEMENT.
- 3.2 Examples of Supplemental Services include, but are not necessarily limited to, the following:
- a) Geotechnical Engineering and Related Services.
  - b) Surveying (i.e. construction staking, property boundary, topographic surveys, easement plats, etc.).
  - c) Environmental Engineering and Assessment Services. (i.e. environmental impact studies, Phase I and Phase II Assessments, etc.).
  - d) Hydrogeology and Geology.
  - e) Geographical Positioning Systems (GPS) Mapping and Geographical Information Systems (GIS).
  - f) Supplemental or Extended Services, made necessary by: (1) work damaged by fire or other cause during construction; (2) prolongation of the construction contract period; and (3) default by the CONTRACTOR.
  - g) Services resulting from significant changes in extent of the project or revision of previously accepted concepts, reports, design plans, specifications or documents when such revisions are due to causes beyond control of ENGINEER.

- h) Transportation Engineering (i.e. road design, easement and right-of-way acquisition, traffic analysis, etc.)
- i) Resident Inspection for Construction.
- j) Preparation of As-built Drawings, unless required by a specific project TOF.

#### 4.0 SECTION 4 – FEES AND PAYMENTS TO ENGINEER

- 4.1 For general consulting engineering services as outlined in this AGREEMENT, CLIENT shall pay ENGINEER the fee documented in the project specific Task Order Forms (TOFs). It is anticipated that professional services will be performed and reimbursed on payment terms agreeable to both parties (i.e. lump sum, hourly, etc.). The proposed unit rates identified for this AGREEMENT are broken out by labor category and are included as ATTACHMENT "A". Any unique unit rates or costs related to outside subconsultants contracted to the ENGINEER to provide specialized services for specific work tasks will be included in the project specific TOFs. It will be the responsibility of the ENGINEER to periodically update the CLIENT regarding incurred fees for the various projects executed under this AGREEMENT as it relates to an estimated project budget in the event that a budget revision is warranted by the work effort undertaken, or anticipated, by the ENGINEER and as agreed to by the CLIENT. ENGINEER and CLIENT will also periodically review project progress and schedules to ensure timely completion of work.
- 4.2 The labor category unit rates are included in ATTACHMENT "A" and apply to those employees of the ENGINEER who are engaged in providing professional services under this AGREEMENT. In addition to the customary overhead items, the following costs are specifically defined as an overhead charge and there shall be no additional charge for these costs: telephone charges, computer expenses, use of company vehicles (mileage), in-house reproduction, photocopying, and routine expendable/office supplies. Direct expenses (including subconsultants hired by the ENGINEER) will be invoiced at cost plus 15% to the CLIENT.
- 4.3 ENGINEER shall submit monthly invoices to CLIENT in a format acceptable by the CLIENT. CLIENT shall endeavor to make payment to ENGINEER within thirty days from receipt of invoice.
- 4.4 For the term of this AGREEMENT or any extension thereof, the ENGINEER may petition to revise labor category billing rates effective January 1 of each year (the "Rate Modification Date") to account for salary adjustments. The CLIENT reserves the right to review the proposed annual billing rate adjustments for approval prior to implementation by the ENGINEER.



## **5.0 SECTION 5 – CLIENT’S RESPONSIBILITIES**

### **5.1 CLIENT shall:**

- 5.1.1 Provide all criteria and full information as to OWNER’s requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.
- 5.1.2 Allow the ENGINEER to have reasonable access to the site for activities necessary for the performance of the services. If reasonable access is not provided and consequently the ENGINEER is denied or delayed in performing their services, the associated fees and costs may be viewed in their entirety as a reimbursable expense.
- 5.1.3 Promptly furnish to ENGINEER the information requested by ENGINEER needed for rendering of services hereunder. The CLIENT shall provide to the ENGINEER all such information as is available to the CLIENT and the CLIENT’s consultants and contractors, and the ENGINEER shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is impossible for the ENGINEER to assure the accuracy, completeness and sufficiency of information provided to ENGINEER by CLIENT or third parties. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold the ENGINEER and the ENGINEER’s subconsultants harmless from any claim, liability or cost (including reasonable attorneys’ fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT to the ENGINEER.
- 5.1.4 Assist ENGINEER by placing at his disposal all available information pertinent to the project including previous reports and any other data relative to design or construction of the project.
- 5.1.5 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.
- 5.1.6 Designate a person (or persons) to act as CLIENT’s representative(s) with respect to the services to be rendered under this AGREEMENT. Such person(s) shall have complete authority to transmit instructions, receive information, interpret and define CLIENT’s policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER’s services.

## **6.0 SECTION 6 – ENGINEER’S RESPONSIBILITIES**

- 6.1 **Project Management and Design.** The ENGINEER shall manage and design the work in strict compliance with all applicable laws and in strict compliance with all applicable codes. All plans and specifications shall bear the signature and seal of the ENGINEER,



which shall be prima facie evidence that the ENGINEER has exercised the degree of skill and professional competence required of professional engineers licensed in the State of Georgia and that the ENGINEER has not practiced beyond the limits of his field of specialty or expertise.

- 6.2 **Standard Professional Services.** The ENGINEER by the execution of this AGREEMENT contracts that he is possessed of that degree of care, learning, skill and ability which is ordinarily possessed by other members of his profession and further contracts that in the performance of the duties herein set forth he will exercise such degree of care, learning, skill and ability as is ordinarily employed by professional engineers licensed to practice in the State of Georgia under similar conditions and like circumstances and shall perform such duties without neglect, and shall not be liable except for failure to exercise such degree of care, learning, skill and ability. Any other provision of this AGREEMENT to the contrary notwithstanding, the ENGINEER shall not receive any fee on account of increases in cost resulting from change orders necessitated by errors or oversights of the ENGINEER.
- 6.3 **Professional Liability Insurance.** Simultaneous with the execution of this AGREEMENT, and prior to the provision of any professional services by the ENGINEER, and during the entire term of this AGREEMENT, including future renewals thereof, the ENGINEER shall maintain in full force and effect a policy of professional liability insurance from a company authorized to do business in the State of Georgia in limits of \$1,000,000 each claim, \$2,000,000/year aggregate, with \$100,000 per claim deductible, \$200,000/year aggregate deductible. The ENGINEER represents, warrants and covenants that in the event a claim is filed against such policy, the ENGINEER has sufficient unencumbered assets and financial standing to pay in full the maximum deductible per claim. If requested, the ENGINEER shall furnish evidence of said coverage to CLIENT in the form of a certificate from the issuing insurance company that the policy is in good standing. If two or more claims are made by ENGINEER against said coverage, at any time relevant to this AGREEMENT, notice of such fact shall be furnished to CLIENT in writing, which event shall furnish CLIENT the option to terminate this AGREEMENT. As further condition, said policy shall not be canceled, changed, allowed to lapse or allowed to expire until ten (10) days after written notice is given by ENGINEER to CLIENT, via certified mail, return receipt requested. ENGINEER shall at all times during the terms of this AGREEMENT, including for four (4) years after the expiration or termination of the AGREEMENT for any reason, maintain continuity of coverage described herein against any liability directly or indirectly resulting from ENGINEER or its employees or its subconsultant's duties in connection with this AGREEMENT, or other acts or omissions of ENGINEER or its respective employees or agents occurring in whole or in part during the term of this AGREEMENT. ENGINEER shall procure continuity coverage by obtaining subsequent policies which have a retroactive date of coverage equal to the effective date of this AGREEMENT or by obtaining an extended recording endorsement with coverages consistent with those described herein.



- 6.4 **Personal Services.** In contemplation that engineering services are personal, the ENGINEER agrees that no change in the business organization of the ENGINEER under which the firm shall perform shall be made during the AGREEMENT term, unless prompt written notice to the CLIENT is given, which event shall afford the CLIENT the option to terminate this AGREEMENT.
- 6.5 **Approval of Bonds by Bidders.** Inasmuch as the ENGINEER will provide assistance to the CLIENT in the bidding and negotiating of water and sewer, and public works contracts, for which the successful contractor must present payment and performance bonds as a condition of the award of such contracts, it shall be the duty of the ENGINEER to verify that the Surety for CONTRACTOR's Bonds meets the criteria contained in the General Conditions of the Contract Documents (listed on Federal Register Circular 570) and is licensed and in good standing with the Insurance Commission of the State of Georgia.
- 6.6 **Compliance with Equal Employment Opportunity Laws and Americans with Disabilities Act.** As a condition for entry of this AGREEMENT, the ENGINEER represents, warrants and covenants that at the time of entry of this AGREEMENT, and during the term thereof, the ENGINEER shall observe and comply with all applicable laws governing equal employment opportunities, including the employment of persons with disabilities, as defined by the Americans with Disabilities Act of 1991. Furthermore, the ENGINEER shall maintain a drug free workplace as required by Georgia law during the term of this AGREEMENT.
- 7.0 **SECTION 7 – GENERAL CONSIDERATIONS**
- 7.1 **Commencement.** This AGREEMENT will take effect upon delivery of executed AGREEMENT to both parties.
- 7.2 **Term of AGREEMENT.** The initial term of this AGREEMENT shall be 12 months from the date of execution by all parties. Thereafter, unless either party provides at least 30 days prior written notice to the contrary, the AGREEMENT shall automatically renew for increments of one year beginning on January 1 and ending on December 31 of each such year. Either party, upon giving 30 days written notice, may terminate this AGREEMENT at any time without cause. Termination of this AGREEMENT by either party shall not impair or affect whatever rights, including payment for services performed prior to termination either party may have under this AGREEMENT.
- 7.3 **Authorized Representative.** ENGINEER shall designate a person (or persons) to act as ENGINEER's representative(s) with respect to the services to be rendered under this AGREEMENT. Such person(s) shall have complete authority to transmit instructions, receive information, interpret and define ENGINEER's policies and decisions with respect to materials, equipment, elements and systems pertinent to this AGREEMENT.

**7.4 Successors and Assigns.**

- 7.4.1 CLIENT and ENGINEER each is hereby bound and the partners, successors, executors, administrators, assigns and legal representatives of each are bound, to the other party to this AGREEMENT and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this AGREEMENT.
- 7.4.2 Neither CLIENT nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other.
- 7.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.
- 7.5 **Limitations of Responsibility.** Nothing herein shall be construed as making the ENGINEER responsible for supervising or directing the work of the CLIENT, CONTRACTORS or others furnishing work related to the project. Nor shall ENGINEER have authority over means, methods, techniques or procedures of construction, or for safety precautions incident to the work of the CLIENT, CONTRACTORS or others, or for any failure of same to comply with laws, rules or regulations. ENGINEER cannot guarantee the performance of work by CONTRACTORS nor assume responsibility for CONTRACTOR's failure to perform in accordance with Contract Documents.
- 7.6 **Indemnification.** The CLIENT shall indemnify and hold harmless the ENGINEER and all of its personnel from and against any claims, damages, loss and expenses (including attorney's fees) arising out of or resulting from the performance of the services under this AGREEMENT, provided that any such claim, damage, loss or expense is solely caused by the negligent act or omission of the CLIENT, its employees or agents (except ENGINEER).
- 7.7 **Re-use of Documents.** All documents including design plans, specifications and documents prepared by ENGINEER pursuant to this AGREEMENT are instruments of service with respect to the specific project and/or this AGREEMENT. They are not intended or represented to be suitable for re-use by CLIENT or others on extensions of the project or on any other project. Therefore, any other use or distribution of said documents without the written consent of ENGINEER is prohibited.
- 7.8 **Controlling Law.** This AGREEMENT is to be governed by the laws of the State of Georgia. The parties hereby agree and stipulate this AGREEMENT was made and entered into in Coweta County, Georgia, which shall be appropriate venue for any action brought relating thereto.
- 7.9 **Severability and Reformation.** Any provision or part thereof of this AGREEMENT held to be void or unenforceable under any law shall be deemed stricken, and all remaining



provisions shall continue to be valid and binding upon the parties. The parties agree that this AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

- 7.10 **Risk Allocation.** In recognition of the relative risks, rewards and benefits of the project to both the CLIENT and ENGINEER, the risks have been allocated such that the ENGINEER and the CLIENT agree that, to the fullest extent permitted by the law, each parties' total aggregate liability to the one another and their respective contractors, subcontractors, consultants and other parties with legal standing to file claims resulting from any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this AGREEMENT from any cause or causes, shall not exceed \$50,000 or the total fee for services contemplated under this AGREEMENT, whichever is less. Such causes include, but are not limited to, ENGINEER's or CLIENT's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
- 7.11 **Ownership of Documents.** All documents produced by ENGINEER under this agreement shall remain the property of ENGINEER and may not be used by the CLIENT for any other endeavor without the written consent of ENGINEER. Any unauthorized use or distribution shall be at CLIENT's and Recipient's sole risk and without liability to ENGINEER. CLIENT further agrees that documents produced by ENGINEER pursuant to this agreement will not be used at any location or for any project not expressly provided for in this AGREEMENT without ENGINEER's written approval.
- 7.12 **Discovery of Hazardous Materials.** Hazardous materials may exist on the site on which work will be performed by the ENGINEER under this agreement. The CLIENT acknowledges that the ENGINEER's scope of services for this project does not include any services related to the identification, removal or abatement of hazardous wastes. The ENGINEER and the CLIENT agree that the discovery of hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. The ENGINEER and the CLIENT also agree that the discovery of hazardous materials may make it necessary for the ENGINEER to take immediate measures to protect human health and safety, and/or the environment. The ENGINEER agrees to notify the CLIENT as soon as practically possible should hazardous materials or suspected hazardous materials be encountered. The CLIENT authorizes the ENGINEER to take any and all emergency measures that in the ENGINEER's professional opinion are justified to preserve and protect the health and safety of the ENGINEER's personnel and the public, and/or the environment, and the CLIENT agrees to compensate the ENGINEER for the additional cost of such work.
- 7.13 **Site Operations.** The ENGINEER's field personnel will avoid hazards or utilities that are visible to them at the site. If the ENGINEER is given data in writing that reveals the presence or potential presence of underground or overground obstructions, such as utilities, the ENGINEER will give special instructions to their field personnel. The ENGINEER will conduct the research that in its professional opinion is necessary to

locate utility lines and other objects that may exist beneath the site's surface. The CLIENT recognizes that the ENGINEER's research may not identify all subsurface utility lines and manmade objects, and that the information upon which the ENGINEER relies may contain errors or may not be complete. The ENGINEER is not responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions. For example, evaluations of existing buildings require that certain assumptions be made regarding existing conditions, many of which cannot be viewed by reasonable visual observation. The CLIENT understands that actual field conditions may subsequently be found to vary from design assumptions which in turn may alter or increase the scope of the design and/or construction services.

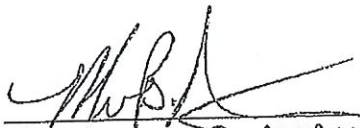
- 7.14 **Dispute Resolution.** The CLIENT and ENGINEER agree to use their best efforts to resolve amicably any dispute, including the use of alternative dispute resolution options. However, neither party is obligated to use alternative dispute resolution absent its written agreement.

This AGREEMENT (consisting of thirteen (13) pages) constitutes the entire AGREEMENT between CLIENT and ENGINEER and supersedes all prior written or oral understandings between them in respect of the subject matter covered hereby. The attached documents and those incorporated herein constitute the entire AGREEMENT between the parties and cannot be changed except by a written instrument signed by an authorized agent of both parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as of the day and year first above written.

**CLIENT:**

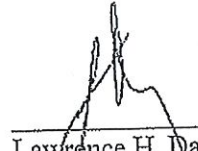
City of Fairburn

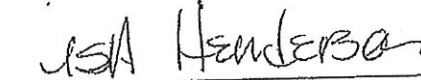
  
(Name) MARIO B. AVERY  
(Title) MAYOR

  
Attest: TOM RIDGWAY

**ENGINEER:**

Integrated Science & Engineering, Inc.

  
Lawrence H. Davis, Jr., P.E.  
President

  
Attest:



## ATTACHMENT A

### UNIT RATES

Integrated Science & Engineering, Inc.

	Rate/Hour
Principal	\$185
Senior Engineering Manager / Project Manager	\$160
Project Engineer III	\$145
Project Engineer II	\$130
Project Engineer I	\$115
Engineer II	\$105
Engineer I	90
GIS Professional III	\$115
GIS Professional II	\$90
GIS Professional I	\$80
Senior Planner	\$90
Senior Surveying Manager / Registered Land Surveyor	\$130
Survey Crew (2-Person)	\$135
Survey Crew (1-Person)	\$115
Engineer / Survey Technician III	\$115
Engineer / Survey Technician II	\$85
Engineer / Survey Technician I	\$65
Administration / Clerical	\$60
Subcontractor / Subconsultant	Cost + 15%
Reimbursables	Cost + 15%



## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

#### **SUBJECT: APPROVAL OF 2019 LMIG/TSLOST ROAD IMPROVEMENTS PROJECT CONTRACT AWARD**

( ) AGREEMENT                      ( ) POLICY / DISCUSSION                      ( X ) CONTRACT  
( ) ORDINANCE                      ( ) RESOLUTION                      ( ) OTHER

**Submitted: 07/02/2019                      Work Session: 07/22/2019                      Council Meeting: 07/22/2019**

**DEPARTMENT:** Engineering

**BUDGET IMPACT:** The 2019 Local Maintenance & Improvement Grant (LMIG) award of \$187,964.12 from the Georgia Department of Transportation (GDOT) has already been received. Approximately \$356,929.59 in proposed TSPLOST City-Wide Road Resurfacing funds will also be required, for a budget total impact of approximately \$544,893.71. The project expenditures will come out of account numbers ( 250-4201-54-1404) LMIG-Road Resurfacing and (360-000-54-2200) T-SPLOST.

**PUBLIC HEARING?** ( ) Yes                      ( X ) No

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**PURPOSE:** For Mayor and Council to approve the 2019 LMIG/TSPLOST Road Improvement Project Contract Award with ShepCo Paving, Inc. for an amount of \$544,893.71.

**HISTORY:** The City of Fairburn receives an annual grant of approximately \$170,000 in LMIG funds for various road improvements. Except for the last two (2) years we have added General Fund monies to that amount to make approximately \$350,000 in improvements.

In November 2016, citizens throughout Fulton County voted to approve the Transportation Special Purpose Local Option Sales Tax (T-SPLOST). The referendum, based on the 2015 census, was forecasted to bring \$13,752,484 to the City of Fairburn over five years to fund transportation projects. The approved T-SPLOST Project List allocates \$8,290,154.00 to City-Wide Road Resurfacing.

**FACTS AND ISSUES:** This year's LMIG check in the amount of \$187,964.12 was received the week of January 28<sup>th</sup>, 2019 from the Georgia Department of Transportation (GDOT). These funds will again be combined with Transportation Special Local Option Sales Tax (T-SPLOST) funds in order to take advantage of the economies of scale and satisfy the LMIG match requirements with T-SPLOST funds instead of General Funds.



The Invitation for Bid (IFB#19-002, Roadway Improvements on Various City Roads) was advertised on May 8<sup>th</sup>, 2019. The bid opening was bid opening date was June 7<sup>th</sup>, 2019 at 3:00pm at which time the five (5) bids received were opened and read aloud. After completion of the bid evaluation, it was determined that ShepCo Paving, Inc. was the lowest responsive and responsible bidder with a bid price of \$544,893.71.

**RECOMMENDED ACTION:** Staff recommends that Mayor and Council approve the 2019 LMIG/TSPLOST Road Improvements Project Contract Award to ShepCo Paving, Inc. at a bid price of \$544,893.71.

  
Elizabeth Carr-Hurst, Mayor

**CITY OF FAIRBURN  
INVITATION FOR BID**

**IFB # 19-002 – ROADWAY IMPROVEMENTS ON VARIOUS CITY ROADS**

*May 8, 2019*

The City of Fairburn will accept sealed bids from qualified Contractors for furnishing all labor, equipment, and materials necessary to complete the **ROADWAY IMPROVEMENTS ON VARIOUS CITY ROADS CONTRACT # 19-002**. The work includes milling, temporary traffic control, asphalt paving, manhole adjustments and associated tasks. All work must be completed within ninety (90) calendar days of the Notice to Proceed with Construction (NTP).

Bids will be received at the City of Fairburn at City Hall, 56 Malone Street, Fairburn, Georgia 30213 (phone: 770-964-2244) **until 3:00 PM, Friday, June 7, 2019**, at which time the bids will be opened and read aloud. No bid may be modified, withdrawn, or canceled for a period of 60 days after time designated for receipt of Bids or until notified by Owner, whichever is sooner. The City reserves the right to reject any and all bids and to waive irregularities, technicalities, and informalities.

Bidding documents may be viewed or purchased at the office of the City Engineer, 26 West Campbellton Street, Suite 110, Fairburn, Georgia 30213. Contact Ms. Marceia Lindley at 770-964-2244 (ext. 305) to order bid packages. Bid packages are \$10 per CD or \$20 per hardcopy. Payment must be received prior to delivery. Questions of a technical nature should be submitted in writing to the City of Fairburn via electronic mail, attention Lester Thompson: [ltompson@fairburn.com](mailto:ltompson@fairburn.com).





## **ROADWAY IMPROVEMENTS ON VARIOUS CITY ROADS**

**PROJECT NUMBER 19-002**

**City of Fairburn  
56 Malone Street  
Fairburn, Georgia 30213**

## ROADWAY IMPROVEMENTS ON VARIOUS CITY ROADS

**This project consists of milling, patching, resurfacing and striping on various City roads.**

BIDDERS ARE ADVISED TO THOROUGHLY UNDERSTAND THE GENERAL CONDITIONS AND SPECIAL PROVISIONS, PRIOR TO SUBMITTING THEIR BID.

### I. GENERAL CONDITIONS

#### A. QUALIFICATIONS

1. Bids will be considered only from experienced and well-equipped Contractor engaged in work of this type and magnitude.
2. Bidders may be required to submit evidence setting forth qualifications, which entitle them to consideration as a responsible Contractor. A list of work of similar character successfully completed within the last two years may be required giving the location, size and listing equipment available for use on this work. Before accepting any bid, the City may require evidence of the Contractor's financial ability to successfully perform the work to be accomplished under the contract.
3. Status as a State D.O.T. certified contractor is one of the factors to be considered in determining qualification for this bid.
4. All questions concerning the project shall be addressed in writing to Lester Thompson at [lthompson@fairburn.com](mailto:lthompson@fairburn.com) no later than **Wednesday, May 22, 2019**.

#### B. GUARANTEE TO ACCOMPANY BID

1. Bids must be accompanied by a certified check or cashier's check or acceptable bid bond in an amount not less than five percent (5%) of the amount bid and made payable to City of Fairburn. Failure to submit a bid bond will be cause for rejection.

#### C. JOINT VENTURES

1. Joint Ventures between two contractors will NOT be allowed. The General Contractor shall be required to perform 100% of the actual resurfacing/paving work and will not be allowed to sublet these items. Subletting of the additional items (milling, structure adjustment, crack filling, etc.) shall be in accordance with Section 108.01 of the Standard Specifications of the Georgia Department of Transportation.

#### D. SUBMITTING BIDS

Bids will be received at the City of Fairburn at City Hall, 56 Malone Street, SW, Fairburn, GA 30213 (770-964-2244) **until 3:00 PM, Friday, June 7, 2019**, at which time the bids will be publicly opened and read aloud. Bids received after the designated time will not be considered.

1. Bids must be submitted in envelope with the following information clearly typed or printed on the outside:  
City of Fairburn  
Resurfacing on Various City Roads  
Bid Number



Date of Bid Opening  
Company Name

E. AUTHORITY TO SIGN

The Bidder should insure that the legal and proper name of their proprietorship, firm, partnership or corporation is printed or typed in the space provided on the Schedule of Items.

F. RIGHTS RESERVED

1. City of Fairburn reserves the right to reject any or all Bids, to waive informalities and to re-advertise. It is understood that all Bids are made subject to this agreement, that City of Fairburn reserves the right to decide which Bid it deems lowest and best, and in arriving at this decision, full consideration will be given to the reputation of the Bidder, their financial responsibility, and work of this type successfully completed.
2. Bidders are advised to examine the Plans and Specifications carefully and to make examinations of the Site of the proposed work as are necessary to familiarize themselves with local conditions, which may affect the proposed work. Bidders are also advised to inform themselves fully in regard to conditions under which the work will be performed. City of Fairburn will not be responsible for Bidders errors or misjudgment, nor for any information on local conditions or general laws and regulations.
3. Any unauthorized additions; conditions, limitations, or provisions attached to the Bid shall render it informal, and may be cause for rejection.
4. No Bids may be withdrawn after submission for a period of 60 days after the date set for opening thereof.
5. City of Fairburn reserves the right to reject any and all bids from any person, firm, or corporation who is in arrears in any department or obligation to City of Fairburn, Georgia.
6. Individuals, firms and businesses seeking an award of a City of Fairburn contract may not initiate or continue any verbal or written communications regarding a solicitation with any City officer, elected official, employee or other City representative.

G. AWARD OF CONTRACT

1. The contract will be awarded to the lowest responsive and responsible bidder whose bid will be most advantageous to City of Fairburn, price and other factors considered. The City is to make the determination.
2. A Contract will be an "Open End" type to provide for the requirements of City of Fairburn on an as needed basis. As it is impossible to determine the exact quantities of items and the roads, parking areas, etc., to receive these items, either for resurfacing or new roads, the quantities of items may be increased or decreased as required to satisfy the needs of the City. It is anticipated that the quantities referenced in these bid documents are approximate and subject to change.
3. Prior to award of the contract, the successful bidder will be required to submit a construction schedule to the City, demonstrating the bidder's ability to commence and proceed in a timely manner on all of the City of Fairburn resurfacing contracts for which they are the successful

bidder. A bidder's failure to demonstrate the ability to proceed as required may result in the award to the next low, responsive and responsible bidder, as deemed in the City's best interest.

4. Prior to execution of a contract, a Contract Performance Bond and a Payment Bond, each equal to 100% of the Contract amount, must be provided by the successful Bidder by a surety company qualified to do business in the State of Georgia and satisfactory to City of Fairburn. Bonds given shall meet the requirements as listed in this Bid package. Failure to execute the Contract, Contract Performance Bond and Payment Bond, or furnish satisfactory proof of coverage of the insurance required within ten days after the date of Notice of the Contract may be just cause for the annulment of the award and for the forfeiture of the guaranty to City of Fairburn, not as a penalty, but an liquidation of damages sustained.  
Failure to progress in a timely manner after beginning may also be just cause for such which annulment of award. At the discretion of the City, re-advertised or constructed by City forces. The Contract and Contract Bonds shall be executed in duplicate.

#### H. TERM

1. This contract shall commence upon Notice to Proceed (NTP). All work must be completed in ninety (90) days from the NTP. However, for any order to pave and/or resurface any given roads, parking areas, etc., mailed or received, if forwarded by other means than through the mail to the Contractor on or before the Contract expiration date, the Contractor will be required to perform such work within a time agreed to by both parties and at the Contract unit prices.

#### I. RETAINAGE

1. Retainage on work completed will be withheld by City of Fairburn as follows:
  - a) The City shall retain 5% of the gross value of the completed work, indicated by current estimates, until all pay items are substantially completed.

#### J. LOCATION AND SITE

1. The site of the proposed work is at the stated location(s) within City of Fairburn, Georgia. A list of proposed roads is included in these specifications.
2. The Contractor shall accept the site in its present condition and carry out all work in accordance with the requirements of the specifications, as indicated on the drawings or as directed by the engineer.
3. The Contractor, before submitting a bid, is advised to visit the site, and acquaint themselves with the actual conditions and the location of any or all obstructions that may exist on the site.
4. The Contract Documents contain the provisions required for the completion of the work to be performed pursuant to this Contract. Information obtained from an Officer, agent, or employee of City of Fairburn or any other person shall not affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the Contract. Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to so familiarize themselves shall in no way relieve any Bidder from any obligation in respect to their Bid.
5. The Contractor is responsible for the location of above and below ground utilities and structures, which may be affected by the work.



K. COMPLIANCE WITH OSHA STANDARDS AND REGULATIONS

The work connected with this Contract shall be performed in accordance with all applicable OSHA regulations and standards including any additions or revisions thereto until the job is completed and accepted by City of Fairburn.

L. MATERIALS

All materials furnished and/or installed by the Contractor shall be furnished only by Georgia Department of Transportation certified source and shall be within the limits, tolerances, formulae, etc., as established by the Georgia Department of Transportation.

M. INSPECTION

City of Fairburn does not commit to have a full-time inspection or testing of work while in progress or at sources of materials furnished. Any lack of inspection and or testing will in no way relieve the Contractor of their responsibility to provide quality workmanship in accordance with the Specifications. Any test ordered under the supervision of the City that fail to meet standards and replacement is required will be at the contractor's expense.

N. GENERAL BOND REQUIREMENTS

1. Bid Bonds - Amount of bond should be 5% of contract amount for each section bid. City of Fairburn form attached. Failure to use City of Fairburn Bid Bond Form may result in bid being deemed non-responsive and automatic rejection may occur.
2. Performance Bond - (Supplied by successful vendor) - Amount of bond should be 100% of contract amount.
3. Payment, Labor and Materials Bonds - (Supplied by successful vendor) - Amount of bond should be 100% of contract amount.
4. Bonding Company must be authorized to do business by the Georgia Secretary of State and by the Georgia Insurance Department.
5. An original/certified copy of the Bonding Company's Certificate of Authority must be attached to bond. The Certificate of Authority may be obtained from the Georgia Insurance Department.
6. Bonding Company must have a minimum AM Best rating of A-6 or higher.
7. Bonding Company must be listed in the Department of the Treasury's publication of companies holding Certificates of Authority as acceptable surety on Federal Bonds and as acceptable reinsuring companies. (Dept. Circular 570; 1992 Revision).

O. CONTRACT REQUIREMENTS

1. Successful vendor is required to do the following within ten (10) days of Notice:
  - a) Return to City Administrator contract documents executed by the authorized representative and attested by the corporate secretary treasurer.

- b) Provide Insurance certificates as specified in the bid documents.
- c) Provide bonding as required by the bid documents.
- 3. Failure to execute the Contract, Contract Performance Bond and Payment Bond, or furnish satisfactory proof of carriage of the insurance required within ten days after the date of Notice of Award of the Contract may be just cause for the annulment of the award and for the forfeiture of the bid guaranty to the City of Fairburn, not as a penalty, but as liquidation of damages sustained. At the discretion of the City, the award may then be made to the next lowest, responsible bidder, or the work may be re-advertised or constructed by City forces. The Contract and Contract Bonds shall be executed in duplicate.

## II. SPECIAL PROVISIONS

### A. AREAS OF WORK

- 1. The area of work for resurfacing will be within the limits defined on the "2019 Roadway Improvements" document.

### B. GEORGIA DEPARTMENT OF TRANSPORTATION

Unless otherwise directed, all work performed under contract shall be in accordance with the Georgia Department of Transportation Standard Specifications, Construction of Roads and Bridges, 2013 Edition, and any supplemental specification (Published and unpublished) modifying them except as noted below and in the special provisions.

#### 1. Modifications of Standard Specifications

Section 101.14 COMMISSIONER	Delete in its entirety
Section 101.22 DEPARTMENT	Delete as written and substitute the following: THE CITY OF FAIRBURN PUBLIC WORKS
Section 101.24 ENGINEER	The City Engineer of the City of Fairburn, acting directly or through their duly authorized representative.
Section 101.26 EXTENSION AGREEMENT	Delete in its entirety
Section 101.28 FORCE ACCOUNT	Delete in its entirety

### C. FEDERAL REGULATIONS

The Contractor must be in compliance with all applicable Federal regulation.

### D. RECORDS

The Contractor is required to maintain and make available to City of Fairburn and auditors, complete records of the work covered, for the life of the contract and for three years thereafter. All tickets must show the road name where the mix was used.



#### E. ANTI-STRIPPING ADDITIVE

The asphaltic cement used in all asphaltic concrete mixtures shall have a heat stable anti-stripping additive in accordance with Section 828.2A of the Georgia Department of Transportation Standard Specifications, Construction of Roads and Bridges, 2013 Edition.

#### F. GENERAL CONSTRUCTION GUIDELINES

1. The General Contractor shall be required to perform 100% of the actual resurfacing paving work, and will not be allowed to sublet this item. Contractor must demonstrate successful experience in placing at least 25,000 tons of surface mix using their own labor and equipment over the past 5 years, with at least 5,000 tons being on a single project. Subletting of the additional items (milling, structure adjustment, crack filling, etc.) shall be in accordance with Section 108.01 of the Standard Specifications of the Georgia Department of Transportation.
2. The contractor shall be required to give 24 hours' notice to City of Fairburn or it's Representative before proceeding with paving on any road.
3. The contractor shall be required to email a work schedule every Thursday during the course of the resurfacing contract to City of Fairburn or its representative. This paving schedule shall outline the anticipated work activities planned for the following week and locations in which this work will take place.
4. Prior to beginning the patching work (or paving work if there is no patching), the Contractor shall install the appropriate post-mounted road construction signs on each non-residential road they are resurfacing. These signs will remain in place until approved for removal by the Engineer.
5. Control and testing of materials will be the contractors' responsibility for all mix provided in accordance with sections 106, 400, 402, 432, 652 and related special provisions of the Georgia Department of Transportation Standard Specifications. The cost of such testing shall be included in the unit price of the material being used, and no additional compensation will be made.
6. All driveways and intersections shall be tied-in with surface mix at the time of paving for a sufficient distance to provide a smooth transition from the new pavement to the existing surface. Unless approved by the Engineer, all intersections will be pulled back a minimum of a spreader length (12'). Speed humps shall be tied-in as stated above, to a distance of 12" - 18" from the edge of the humps. The tied-in area shall be cleaned and tacked prior to paving, and the material placed and compacted in such a manner to eliminate edge raveling.
7. City of Fairburn does not commit to furnishing full-time inspection or testing of the work in progress, or at material sources. Lack of inspection and/or testing by the City will in no way relieve the Contractor of their responsibility to provide quality workmanship in accordance with the Specifications.
8. On roads to be resurfaced the contractor shall furnish, install, maintain and remove all necessary traffic signs, barricades, lights, signals, cones and other traffic control devices, and all flagging and other means of traffic protection and guidance as required by the Standard Specifications of the Georgia Department of Transportation. Such work shall be considered incidental to the overall contract, and no additional compensation will be made.
9. On roads without curb and gutter, where the contractor is directed by the Engineer not to perform the Shoulder Reconstruction pay item; the contractor shall be required to knock down any

windrows created by the clipping operation. This work shall be done following resurfacing, at such time that the mix has sufficiently cured to prevent damage. Such work shall be incidental to the cost of the resurfacing work being performed and no additional payment shall be made.

10. Any excess tape, not covered by pavement marking, must be removed.

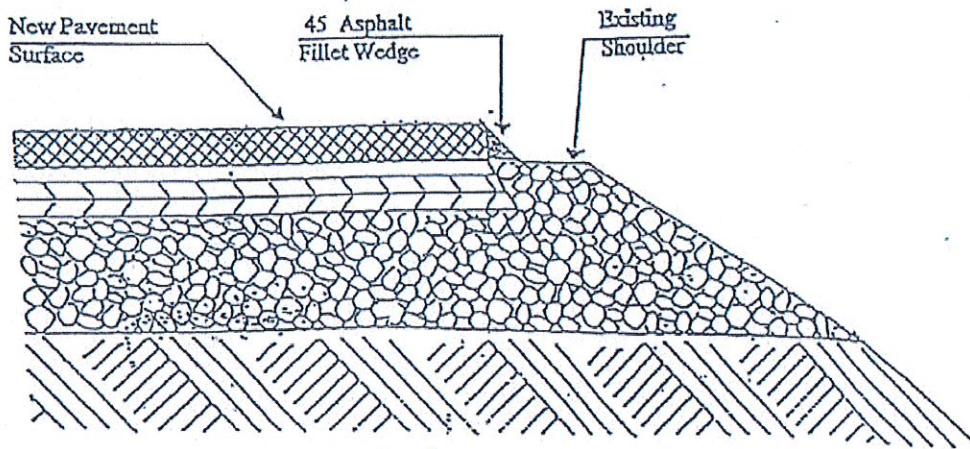
#### G. ROAD PATCHING

1. Road Patching, as described herein, shall apply to the removal and replacement of failed areas, as indicated by the Engineer, on roads scheduled for resurfacing.
2. The City will pre-mark the areas to be patched.
3. The Contractor will give the City at least 24 hours' notice before proceeding on patching a particular road.
4. The required procedures for patching Bituminous Asphaltic Concrete roads shall be as follows:
  - a) Areas to be patched shall be milled using an approved machine.
  - b) Material shall normally be removed to a required depth of 4". Where existing pavement thickness causes more than the required depth to be removed, the additional depth shall be inspected and approved by the Engineer prior to placing the asphalt. Less milling may be allowed, but must be approved by the Engineer prior to placing the asphalt.
  - c) Where unsuitable material exists below the required depth, the contractor will notify the Engineer prior to placing asphalt; so a decision can be made as to the method of dealing with the unsuitable material. When directed by the Engineer, the Contractor shall remove the unsuitable material, and replace it with Graded Aggregate Base, which will then be leveled to the appropriate grade.
  - d) The base and edges around the patch shall be tack coated using approved material.
  - e) Patch material, Bituminous Asphaltic Concrete, shall be compacted using approved equipment. Prior to starting any work, the City shall approve the job mix design.
  - f) The existing pavement surface shall be cleaned to remove all loose patching related materials, upon completion of the day's work, using suitable equipment.
5. The above patching operations shall be paid for as follows:
  - a) Bituminous Asphaltic Concrete Roads: Will be paid at the Unit price bid for Asphalt Concrete Patching, 12.5mm Superpave, and shall cover all work required; including milling, removal and disposal of all existing material disturbed during the patching operation and any new loose material not incorporated into the patching on the same day; applying tack coat; placing and compacting new material and all required traffic control.
  - b) The placing and leveling of Graded Aggregate Base, where necessary, will be paid for at the bid unit price per ton of "Graded Aggregate Base".
6. City of Fairburn reserves the right to perform any patching using in-house labor, as deemed practicable.



#### H. ASPHALTIC CONCRETE PAVEMENT EDGE FILLET

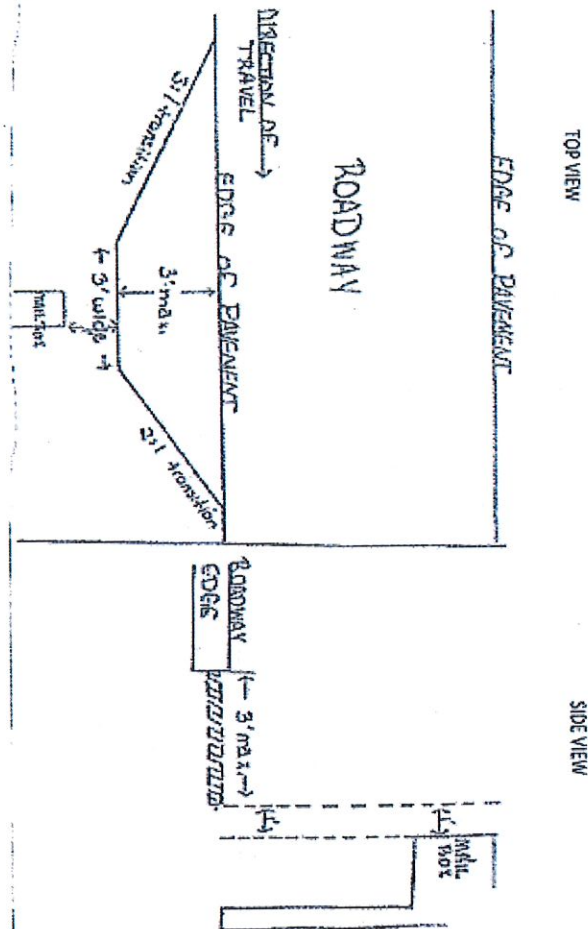
- This work shall consist of constructing a 45-degree asphaltic concrete fillet along the pavement edge (see diagram below), on each road being resurfaced, where curb and gutter is not present or residential road posted 25 mph. This fillet wedge shall be mechanically constructed at the time each pavement course is placed, by an attachment to the spreader or other method approved by the Engineer. The wedge should extend at a 45-degree (or flatter) angle from the top edge of each paving course to the existing earth shoulder grade.
- Any additional labor or equipment necessary to place this asphalt fillet shall be considered incidental to the resurfacing operation, and no additional compensation will be made with the exception of the extra asphalt material being paid for at the bid unit price for the particular material being used.



#### ASPHALTIC CONCRETE PAVEMENT FILLET WEDGE

TAKEN FROM: The Elimination or Mitigation of Hazards Associated with Pavement Edge Drop Offs During Roadway Resurfacing.

BY: Jack B. Humphreys  
J. Alan Parham

I. MAIL BOX TURNOUTSGeneral Notes

1. Area involved will be graded and compacted to a depth of 2".
2. 2" asphaltic concrete topping will be placed and rolled.
3. Turnout will extend to within one foot of front of mailbox structure, up to a maximum of 3' wide from edge of pavement.
4. Turnout will be tapered out on a 3:1, and back to roadway on a 2:1 to allow adequate transition.
5. Any excess material will be picked up and hauled off.
6. Preparation and grading work will be considered incidental to the overall contract, and not additional compensation will be made. All asphalt will be paid at the contract unit price for mix used.

I. HOT MIX RECYCLED ASPHALTIC CONCRETE

1. All work shall be performed in accordance with the Georgia Department of Transportation Standard Specifications-Section 402 except where otherwise noted herein:
2. References to "The Department" shall be taken to mean City of Fairburn or its representative.
3. References to "The Laboratory" shall be taken to mean either the Georgia Department of Transportation's Materials Lab, or a private testing consultant firm approved by City of Fairburn.
4. It shall be the responsibility of the Contractor to determine the actual composition of the RAP material and to fabricate from that the final asphaltic concrete design(s) and grade of asphalt cement necessary to meet the performance requirements of these Specifications. The contractor shall be responsible for performing daily testing on plant produced asphalt mixes as described in the 2013 Edition of the Georgia Department of Transportation Standard Specifications section 400.3.06. The



contractor shall fax these results to inspecting contractor designated by City of Fairburn by noon of the day following production. Any deficiencies in the material characteristics or performance will be corrected by the Contractor, as provided for in the Specifications, at no additional cost to the City.

5. References to "The Plans" shall be taken to mean the contents of the contract and bid documents, or written supplements to these documents.
6. The City will not provide a stockpile of RAP material for the contractor to draw. If RAP material removed from City roads is insufficient or out of tolerance, the contractor shall provide materials. (NOTE: See paragraph in the General Construction Guidelines Section of the Special Provisions, regarding the City's right to reclaim material).
7. The work performed and materials furnished, as prescribed by these specifications, will be paid for at Contract Unit Price per ton for the type of mix being placed. This payment shall be full compensation for providing all materials, hauling and necessary crushing, processing, placing, rolling, and finishing of the recycled mixture, and labor, tools, equipment, and incidentals necessary to complete the work, including hauling and stockpiling of any surplus RAP material. Any milling of existing asphaltic concrete pavements required by the City, prior to placement of the RAP material, will be performed as per the Specifications for Mill Asphaltic Concrete Pavement, and paid for at the unit price for that item.

## INSURANCE REQUIREMENTS

### 1. Statutory Workers' Compensation Insurance

#### (a) Employers Liability:

Bodily Injury by Accident - \$500,000 each accident  
Bodily Injury by Disease - \$500,000 policy limit  
Bodily Injury by Disease - \$500,000 each employee

### 2. Commercial General Liability Insurance

(a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage

(b) Separate Owner's and Contractor's Protective policy with City of Fairburn (and any applicable authority) as Named Insured

(c) The following additional coverages must apply:

- \* 1986 (or later) ISO Commercial General Liability Form
- \* Dedicated Limits per Project Site or Location (CG 2503 or CG 2504)
- \* Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
- \* Blanket Contractual Liability
- \* Broad Form Property Damage
- \* Severability of Interest
- \* Underground, explosion, and collapse coverage
- \* Personal Injury (deleting both contractual and employee exclusions)
- \* Incidental Medical Malpractice
- \* Hostile Fire Pollution Wording

### 3. Auto Liability Insurance

(a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage

(b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles

(c) Additional Insured Endorsement

(d) Contractual Liability

### 4. Umbrella Liability Insurance - Minimum \$5,000,000 limit of liability (Higher limit may be required depending on the extent of contract)

(a) The following additional coverages must apply

- \* Additional Insured Endorsement
- \* Concurrence of Effective Dates with Primary
- \* Blanket Contractual Liability
- \* Drop Down Feature
- \* Care, Custody, and Control - Follow Form Primary
- \* Aggregates: Apply Where Applicable in Primary
- \* Umbrella Policy must be as broad as the primary policy

### 5. Builder's Risk Insurance or Installation Floater Insurance required on all new structures, bridges, overpasses, culverts and railroad crossings - limit at least as broad as contract amount



6. City of Fairburn (and any applicable Authority) should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.
7. The cancellation provision should provide 30 days' notice of cancellation.
8. Certificate Holder should read:

City of Fairburn  
56 Malone Street  
Fairburn, Georgia 30213

9. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-6 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Risk Management Division. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A- 6 or better.
10. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
11. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
12. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company (ies) if requested by the City to verify the compliance with these insurance requirements.
13. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the City.
14. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
15. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to City of Fairburn as to form and content has been filed with City of Fairburn. The Acord Certificate of Insurance or a pre-approved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.
16. The Contractor shall agree to waive all rights of subrogation against the City, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the City.
17. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the contract. The coverage must be on a replacement cost basis. The City will be included as a Loss Payee in this coverage for City owned equipment, tools, supplies, and contents.

18. The Contractor shall make available to the City, through its records or records of their insurer, information regarding a specific claim related to any City project. Any loss run information available from the contractor or their insurer relating to a City project will be made available to the City upon their request.
19. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
20. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
21. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

Surety Bonds (If Required)

All of the surety requirements will stay the same except the Surety Company must have the same rating as item 9 above.



**SERVICE PROVIDER CONTRACT  
ROADWAY IMPROVEMENTS ON VARIOUS CITY ROADS**

This **AGREEMENT** made and entered into this day of \_\_\_\_\_ by and between City of Fairburn, Georgia (Party of the First Part, hereinafter called the "Owner"), and, (Party of the Second Part, hereinafter called the "Service Provider").

**NOW THEREFORE**, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

**1. TERM:**

This contract shall commence upon Notice to Proceed. All work must be completed within ninety (90) calendar days of the Notice to Proceed with Construction (NTP).

**2. ATTACHMENTS:**

Copies of the Service Provider's proposal, including all drawings, specifications, price lists, Instructions to Bidders, General Conditions, Special Provisions, and Detailed Specifications submitted to the Owner during the Bid process (hereinafter collectively referred to as the "Bid ") are attached hereto and are specifically incorporated herein by reference. In the event of a conflict between the Owner's contract documents and the Bid, the Owner's contract documents shall control.

**3. PERFORMANCE:**

Service Provider agrees to furnish all skill and labor of every description necessary to carry out and complete in good, firm and substantial, workmanlike manner, the work specified, in strict conformity with the Bid.

**4. PRICE:**

As full compensation for the performance of this Contract, the Owner shall pay the Service Provider for the actual quantity of work performed. Bid amount shown on Exhibit A is the total obligation of the City pursuant to OCGA section 36-60-13 (a) (3). The fees for the work to be performed under this agreement shall be charged to the Owner in accordance with the rate schedule referenced in the Bid. The Owner agrees to pay the Service Provider following receipt by the Owner of a detailed invoice, reflecting the actual work performed by the Service Provider.

**5. INDEMNIFICATION AND HOLD HARMLESS:**

Service Provider agrees to protect, defend, indemnify, and hold harmless the City, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent errors, acts, or omissions of the Service Provider. Service Provider's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

Service Provider further agrees to protect, defend, indemnify, and hold harmless the City, its commissioners, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Service Provider.

**6. TERMINATION FOR CAUSE:** The City may terminate this agreement for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of

any term of this Agreement. Such termination shall be without prejudice to any of the City's rights or remedies provided by law.

**7. TERMINATION FOR CONVENIENCE:**

The City may terminate this Agreement for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the City's termination of this Agreement for convenience, the Service Provider will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

**8. AGREEMENT NOT TO DISCRIMINATE:**

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subservice provider, providing that the foregoing provisions shall not apply to contracts or subservice providers for standard commercial supplies of raw materials.

**9. ASSIGNMENT:**

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or their right, title, or interest therein to any person, firm, or corporation without the previous consent of the Owner in writing.

**10. WAIVER:**

A waiver by either party of any breach of any provision, term, covenant, or condition of this agreement shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

**11. SEVERABILITY:**

The parties agree that each of the provisions included in this agreement is separate, distinct and severable from the other and remaining provisions of this agreement, and that the invalidity of any agreement provision shall not affect the validity of any other provision or provisions of this agreement.

**12. GOVERNING LAW:**

The parties agree that this agreement shall be governed and construed in accordance with the laws of the State of Georgia. This agreement has been signed in City of Fairburn, Georgia.

**13. MERGER CLAUSE:**

The parties agree that the terms of this agreement include the entire agreement between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this agreement.

(Signatures Next Page)



**IN WITNESS WHEREOF**, the parties hereto, acting through their duly authorized agents, have caused this **AGREEMENT** to be signed, sealed and delivered.

CITY OF FAIRBURN, GEORGIA

By: \_\_\_\_\_  
Elizabeth Carr-Hurst, Mayor  
City of Fairburn

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Shana Moss, Interim City Clerk  
City of Fairburn

APPROVED AS TO FORM:

\_\_\_\_\_  
Signature  
William R. (Randy) Turner  
City of Fairburn Attorney

SERVICE PROVIDER: \_\_\_\_\_

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Corporate Secretary  
(Seal)

**Certification Regarding  
Debarment and Suspension**

**Certification A: Certification Regarding Debarment, Suspension, and  
Other Responsibility Matters - Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Certification (A)**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.



**Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Certification (B)**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

<b>Applicant</b>	<b>Date</b>
<b>Signature of Authorized Certifying Official</b>	<b>Title</b>

## **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVITS**

The City of Fairburn, Georgia and Contractor agree that compliance with the requirements of O.C.G.A. § 13-10-91, as amended, and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

The Contractor further agrees that its compliance with the requirements of O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-.02 is attested to on the executed Contractor Affidavit and Agreement attached hereto.

If employing or contracting with any subcontractor(s) in connection with this Agreement, Contractor further agrees:

1. To secure from the subcontractor(s) an affidavit attesting to the subcontractor's compliance with O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-.02; such affidavit being in the form attached hereto; and
2. To submit such subcontractor affidavit(s) to the City when the subcontractor(s) is retained, but in any event, prior to the commencement of work by the subcontractor(s).

The failure of Contractor to supply the affidavit of compliance at the time of execution of this Agreement and/or the failure of Contractor to continue to satisfy the obligations of O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-.02 as set forth in this Agreement throughout the contract period shall constitute a material breach of the contract. Upon notice of such breach, Contractor shall be entitled to cure the breach within ten days, upon providing satisfactory evidence of compliance with the terms of this Agreement and State law. Should the breach not be cured, City of Fairburn shall be entitled to all available remedies, including termination of the contract and damages.

Required Affidavits are included on the following pages.



**CONTRACTOR AFFIDAVIT & AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm or corporation which is contracting with City of Fairburn, Georgia, has registered and is participating in a federal work authorization program\* [an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the provisions established in O.C.G.A. § 13-10-91, as amended.

The undersigned further agrees that should it employ any new employees or contract with any subcontractor(s) for the physical performance of services pursuant to the contract with City of Fairburn, Georgia, the Contractor will secure from the subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91, as amended, on the attached Subcontractor Affidavit. The undersigned contractor further agrees to use the federal work authorization program throughout the contract period and to maintain records of such compliance and to provide a copy of each such verification to City of Fairburn, Georgia, at the time the subcontractor(s) is retained to perform such services.

\_\_\_\_\_  
EEV / Basic Pilot Program\* User  
Identification Number  
(<https://e-verify.uscis.gov/enroll/>)

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
By: Authorized Officer or Agent

\_\_\_\_\_  
Date of Execution Affidavit

\_\_\_\_\_  
Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_ Notary Public

My Commission Expires: \_\_\_\_\_

Note: As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau (USCIS) of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**SUBCONTRACTOR AFFIDAVIT & AGREEMENT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm or corporation which is contracting with City of Fairburn, Georgia, has registered and is participating in a federal work authorization program\* [an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the provisions established in O.C.G.A. § 13-10-91, as amended.

\_\_\_\_\_  
EEV / Basic Pilot Program\* User  
Identification Number  
(<https://e-verify.uscis.gov/enroll>)

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
By: Authorized Officer or Agent

\_\_\_\_\_  
Date of Execution Affidavit

\_\_\_\_\_  
Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_ Notary Public

My Commission Expires: \_\_\_\_\_

Note: As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau (USCIS) of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



**PRIME CONTRACTOR CERTIFICATION OF NONSEGREGATED FACILITIES**

The undersigned hereby certifies that:

No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Name of Prime Contractor: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Number (if applicable): \_\_\_\_\_

Name and Title of Signer (Print or Type): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**SUBCONTRACTOR CERTIFICATION OF NONSEGREGATED FACILITIES**

The undersigned hereby certifies that:

No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Name of Prime Contractor: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Number (if applicable): \_\_\_\_\_

Name and Title of Signer (Print or Type): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**CITY OF FAIRBURN, GEORGIA**

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_  
(Corporation, Partnership or Individual)

hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

A Corporation of the State of \_\_\_\_\_, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Fairburn

\_\_\_\_\_  
(Name of Obligee)

56 Malone Street, Fairburn, Georgia 30213

\_\_\_\_\_  
(Address of Obligee)

hereinafter called Obligee;

for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract hereinafter referred to in the full and just sum of.

\_\_\_\_\_  
Dollars (\$ \_\_\_\_\_), in lawful money of the United States, for the payment of which sum, will and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, and faithfully perform said Contract according to its terms, covenants, and conditions, and shall promptly pay all persons furnishing labor, materials services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

ALL persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials, services, skill, tools, machinery, and equipment furnished or the subcontract completed.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and/or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within ninety (90) days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery and/or equipment were furnished, or for whom the work or labor was done or performed.

Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five (5) days of the mailing of the notice to the Principal.

PROVIDED, FURTHER, that any suit under this bond must be instituted before the expiration of one (1) year after the acceptance of the public works covered by the Contract by the proper authorities.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

[Signatures Next Page]

CITY OF FAIRBURN, GEORGIA  
ATTEST:



\_\_\_\_\_  
(Principal Secretary)

(SEAL)

\_\_\_\_\_  
(Principal)

By: \_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_  
(Attorney-in-Fact)

\_\_\_\_\_  
Resident Agent

(SEAL)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

**BONDING AGENT CONTACT INFO**

Print Name \_\_\_\_\_

Company Name \_\_\_\_\_

E-Mail \_\_\_\_\_

Phone \_\_\_\_\_

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

**CITY OF FAIRBURN, GEORGIA**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_  
(Corporation, Partnership or Individual)

hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

a Corporation of the State of \_\_\_\_\_, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Fairburn

\_\_\_\_\_  
(Name of Obligee)

56 Malone Street, Fairburn, Georgia 30213

\_\_\_\_\_  
(Address of Obligee)

hereinafter referred to as Obligee, are held and firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of

\_\_\_\_\_  
Dollars (\$) \_\_\_\_\_) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive



notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

(Signatures Next Page)

CITY OF FAIRBURN, GEORGIA  
ATTEST:

---

(Principal)

\_\_\_\_\_  
(Principal Secretary)

(SEAL)

By: \_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_  
(Attorney-in-Fact)

\_\_\_\_\_  
Resident Agent

(SEAL)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

**BONDING AGENT CONTACT INFO**

Print Name \_\_\_\_\_

Company Name \_\_\_\_\_

E-Mail \_\_\_\_\_

Phone \_\_\_\_\_

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.



## CITY OF FAIRBURN, GEORGIA LIST OF SUBCONTRACTORS

**I do \_\_\_\_\_, do not \_\_\_\_\_, propose to subcontract some of the work on this project. I propose to Subcontract work to the following subcontractors:**

[illegible]

Company Name \_\_\_\_\_

City of Fairburn requests a minimum of three, (3) references where work of a similar size and scope has been completed.

1. Company Name \_\_\_\_\_

Brief Description of Project \_\_\_\_\_

Completion Date \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_

E-Mail Address \_\_\_\_\_

2. Company Name \_\_\_\_\_

Brief Description of Project \_\_\_\_\_

Completion Date \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_

E-Mail Address \_\_\_\_\_

3. Company Name \_\_\_\_\_

Brief Description of Project \_\_\_\_\_

Completion Date \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Company Name \_\_\_\_\_



**FAILURE TO RETURN THIS PAGE AS PART OF BID DOCUMENT MAY RESULT IN REJECTION OF BID.**

## ROADWAY IMPROVEMENTS ON VARIOUS CITY ROADS

### BASE BID ITEMS

ITEM #	DESCRIPTION	UNIT	APPROX QTY	UNIT PRICE	TOTAL
1	12.5mm Recycled Asph. Conc. Patching- including Bituminous Material, Lime and Tack Coat	TN	100		
2	9.5mm Recycled Asph. Conc.- including Bituminous Material, Lime and Tack Coat @1.5"	TN	3097		
3	Milling (1.5")	SY	37420		
4	Adjust Manhole to Grade	EA	27		
5	Adjust Water Valve to Grade	EA	13		
6	Striping, Ther. 5-inch yellow	LF	18,448		
7	Striping, Ther. 5-inch white	LF	14,588		
8	Striping, Ther. 24-inch white	LF	216		
9	Striping, Ther. Rt. Arrow Pavement Marking	EA	4		
10	Striping, Therm. (SCHOOL) Pavement Marking	EA	2		
11	Striping, Therm. Railroad (RXR) Pavement Marking	EA	1		
12	Traffic Print Textured Paving Crosswalk	SF	96		
13	Raised Pavement Markers, TP 1	EA	1092		
			<b>TOTAL</b>	\$	

Company Name \_\_\_\_\_

**FAILURE TO RETURN THIS PAGE AS PART OF BID DOCUMENT MAY RESULT IN REJECTION OF BID.**

**BID SCHEDULE**

Note: City of Fairburn requires pricing and terms remain firm for the duration of this contract. This contract shall commence upon Notice to Proceed (NTP). All work must be completed sixty (60) days from NTP. Failure to hold pricing firm for the duration of this contract will be sufficient cause for City of Fairburn to declare bid non-responsive.

The undersigned acknowledges receipt of the following addenda, listed by number and date appearing on each:

Addendum No.	Date	Addendum	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Certificate of Noncollusion in Bid Preparation \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

In Compliance With The Attached Specifications, The Undersigned Offers And Agrees, If This Bid Is Accepted By The City of Fairburn Within Sixty (60) Days Of The Date Of Bid Opening, To Furnish Any And All Of The Items Upon Which Prices Are Quoted, At The Price Set Opposite Each Item, Delivered To The Designated Point(S) Within The Time Specified In The Bid Schedule.

The City requires that all who enter into a contract for the physical performance of services with the City must satisfy O.C.G.A. § 13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract. Further, all bidders should identify which of the three statutory employee-number categories they represent:

\_\_\_\_\_ 100 or more employees  
\_\_\_\_\_ Fewer than 100 employees

Legal Business Name \_\_\_\_\_ Federal Tax ID \_\_\_\_\_

Address \_\_\_\_\_

Does your company currently have a location within City of Fairburn? Yes ☐ No ☐

Representative Signature \_\_\_\_\_

Print Authorized Representative's Name \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

E-Mail Address \_\_\_\_\_



**CITY OF FAIRBURN, GEORGIA**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_  
(Corporation, Partnership or Individual)

hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

a Corporation of the State of \_\_\_\_\_, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Fairburn

\_\_\_\_\_  
(Name of Obligee)

56 Malone Street, Fairburn, Georgia 30213

\_\_\_\_\_  
(Address of Obligee)

Thereinafter referred to as Obligee: in the penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to City of Fairburn, Georgia, a proposal for furnishing materials, labor, and equipment for: \_\_\_\_\_

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the proposal be accepted, the Principal shall within ten days after receipt of notification of the acceptance, execute a Contract in accordance with the Proposal and upon the terms, conditions, and prices set forth in the form and manner required by City of Fairburn, Georgia, and execute a sufficient and satisfactory Performance

Bond and Payment Bond payable to City of Fairburn, Georgia, each in the amount of 100% of the total Contract Price, in form and with security satisfactory to said City of Fairburn, Georgia, and otherwise, to be and remain in full force and virtue in law, and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to City of Fairburn, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

(Signatures Next Page)



**City of Fairburn, Georgia**

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A.. 36-91-1 et seq., and is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed and dated this day of \_\_\_\_\_, 20 \_\_\_\_\_

CITY OF FAIRBURN, GEORGIA

ATTEST:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Principal Secretary)

(SEAL)

By: \_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Attorney-in-Fact)

\_\_\_\_\_  
Resident Agent

(SEAL)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

**\*\*\* ATTENTION\*\*\***

**FAILURE TO RETURN THE FOLLOWING DOCUMENTS MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION:**

- 1. FAILURE TO USE CITY BID SCHEDULE.**
- 2. FAILURE TO RETURN APPLICABLE COMPLIANCE SHEETS/SPECIFICATION SHEETS.**
- 3. FAILURE TO RETURN APPLICABLE ADDENDA.**
- 4. THE CITY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-RESPONSIVE BID.**



**CITY OF FAIRBURN**

**GENERAL INSTRUCTIONS FOR BIDDERS, TERMS AND CONDITIONS**

**I. PREPARATION OF BIDS:**

- A. Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.
- B. Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.
- C. Individuals, firms and businesses seeking an award of a City of Fairburn contract may not initiate or continue any verbal or written communications regarding a solicitation with any City officer, elected official, employee or other City representative without permission of the City Administrator named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the City Administrator. Violations will be reviewed by the City Administrator. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.
- D. Sample contracts (if pertinent) are attached, as are the affidavit(s) and affirmation. These do NOT have to be filled out with the bid/proposal submittal, but are contained for informational purposes only. If awarded, the successful bidder(s) will be required to complete them prior to contract execution.

**II. DELIVERY:**

- A. Each bidder should state time of proposed delivery of goods or services.
- B. Words such as "immediate," "as soon as possible," etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

**III. EXPLANATION TO BIDDERS:**

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all bidders before the close of bid. Any information given to a prospective bidder concerning an invitation for bid will be furnished to all prospective bidders as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders. The written bid documents supersede any verbal or written communications between parties. Receipt of addendum should be acknowledged in the bid.

Although the City Administrator will make every effort to send any addendum to known bidders, it is the bidder's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal. This may be accomplished via contact with the City Administrator prior to bid submittal.

#### **IV. SUBMISSION OF BIDS:**

- A. Bids shall be enclosed in sealed envelopes, addressed to the City of Fairburn with RESURFACING ON VARIOUS CITY ROADS, the date and hour of opening, bid number and name of the bidder on the face of the envelope. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the line item identified or City of Fairburn reserves the right to apply deduct however it deems appropriate.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the City, at no expense to the City. Unless otherwise specified, samples will be returned at the bidder's request and expense if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.
- E. Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. Manufacturer's literature may be furnished,
- F. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- G. Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The City will determine this.
- H. City of Fairburn is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by City of Fairburn. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in City construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.

1. Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act. Each page of proprietary information must be identified. Entire bid may not be deemed proprietary,

#### **V. WITHDRAWAL OF BID DUE TO ERRORS:**

The bidder shall give notice in writing of their claim of right to withdraw their bid without penalty due to an error within two (2) business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence



of error and mistake if they elect to withdraw their bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

Supplier has up to forty-eight (48) hours to notify the City of Fairburn, City Administrator of an obvious clerical error made in calculation of bid in order to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight (48) hour period. Suppliers who fail to request withdrawal of bid by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid may not be withdrawn otherwise.

Bid withdrawal is not automatically granted and will be allowed solely at City of Fairburn discretion.

#### **VI. TESTING AND INSPECTION:**

Since tests may require several days for completion, the City reserves the right to use a portion of any supplies before the results of the tests are determined. Cost of inspections and tests of any item, which fails to meet the specifications, shall be borne by the bidder.

#### **VII. F.O.B. POINT:**

Unless otherwise stated in the invitation to bid and any resulting contract, or unless qualified by the bidder, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

#### **VIII. PATENT INDEMNITY:**

The contractor guarantees to hold the City, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

#### **IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS (IF REQUIRED):**

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond shall be furnished to City of Fairburn for any bid as required in bid package or document. Failure to submit appropriate bonding will result in automatic rejection of bid. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation.

#### **X. AWARD:**

A. Award will be made to the lowest responsive and responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the City, and the delivery terms will be taken into consideration in making the award. The City may make such

investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract.

B. The City reserves the right to reject or accept any or all bids and to waive technicalities, informalities and minor irregularities in bids received.

C. The City reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest.

#### **XI. DELIVERY FAILURES:**

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the City Administrator, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the City Administrator, shall constitute authority for the City Administrator or to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the City within a reasonable time specified by the City Administrator for any expense incurred in excess of contract prices, or the City shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the City may penalize the contractor one percent (1 %) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the City reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the City Administrator.

#### **XII. CITY FURNISHED PROPERTY:**

No material, labor or facilities will be furnished by the City unless so provided in the invitation to bid.

#### **XIII. REJECTION AND WITHDRAWAL OF BIDS:**

Failure to observe any of the instructions or conditions in this invitation to bid may constitute grounds for rejection of bid.

#### **XIV. CONTRACT:**

Each bid is received with the understanding that the acceptance in writing by the City of Fairburn of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the bidder and the City which shall bind the bidder on their part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid. The City, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a bid package containing a City of Fairburn "Sample Contract" as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding that City of Fairburn requires that all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "Sample Contract" in its entirety.



When the contractor has performed in accordance with the provisions of this agreement, City of Fairburn shall pay to the contractor, within thirty (30) days of receipt of any payment request based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. In the event that City of Fairburn fails to pay the contractor within sixty (60) days of receipt of a pay requested based upon work completed or service provided pursuant to the contract, the City shall pay the contractor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (61<sup>st</sup>) day following receipt of pay requests. The contractor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

#### **XV. NON-COLLUSION:**

Bidder declares that the bid is not made in connection with any other bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each bidder. Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

#### **XVI. DEFAULT:**

The contract may be canceled or annulled by the City Administrator in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or their surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on their bid, unless extended in writing by the City Administrator, shall constitute contract default.

#### **XVII. TERMINATION FOR CAUSE:**

The City may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the City's rights or remedies by law.

#### **XVIII. TERMINATION FOR CONVENIENCE:**

The City may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the City's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

#### **XIX. INELIGIBLE BIDDERS:**

The City may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses or other monies due to the City. Failure to respond to three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.

**XX. AMERICANS WITH DISABILITIES ACT:**

All contractors for City of Fairburn are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), City of Fairburn provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees with disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for the reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of City of Fairburn should be directed to Tom Barber, City Administrator, 56 Malone Street, Fairburn, Georgia 30213, (770) 964-2244.

**XXI. TAX LIABILITY:**

Local and state governmental entities must notify contractors of their use tax liability on public works projects. Under Georgia law, private contractors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty, e.g., the installation of sheetrock, it becomes taxable to the private contractor.

See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63

**XXVIII. STATE LAW REGARDING WORKER VERIFICATION:**

State Law requires that all who enter into a contract for the physical performance of services with the City must satisfy O.C.G.A. § 13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract. By submitting a proposal to the City, contractor agrees that, in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are in compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02. Such attestation(s) shall be maintained and may be inspected by the City at any time. Any such attestation shall become a part of the contractor/subcontractor agreement.

An affidavit of such compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 will be initiated by the City, signed by the contractor, and will become part of the contract.

**XXIX. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:**

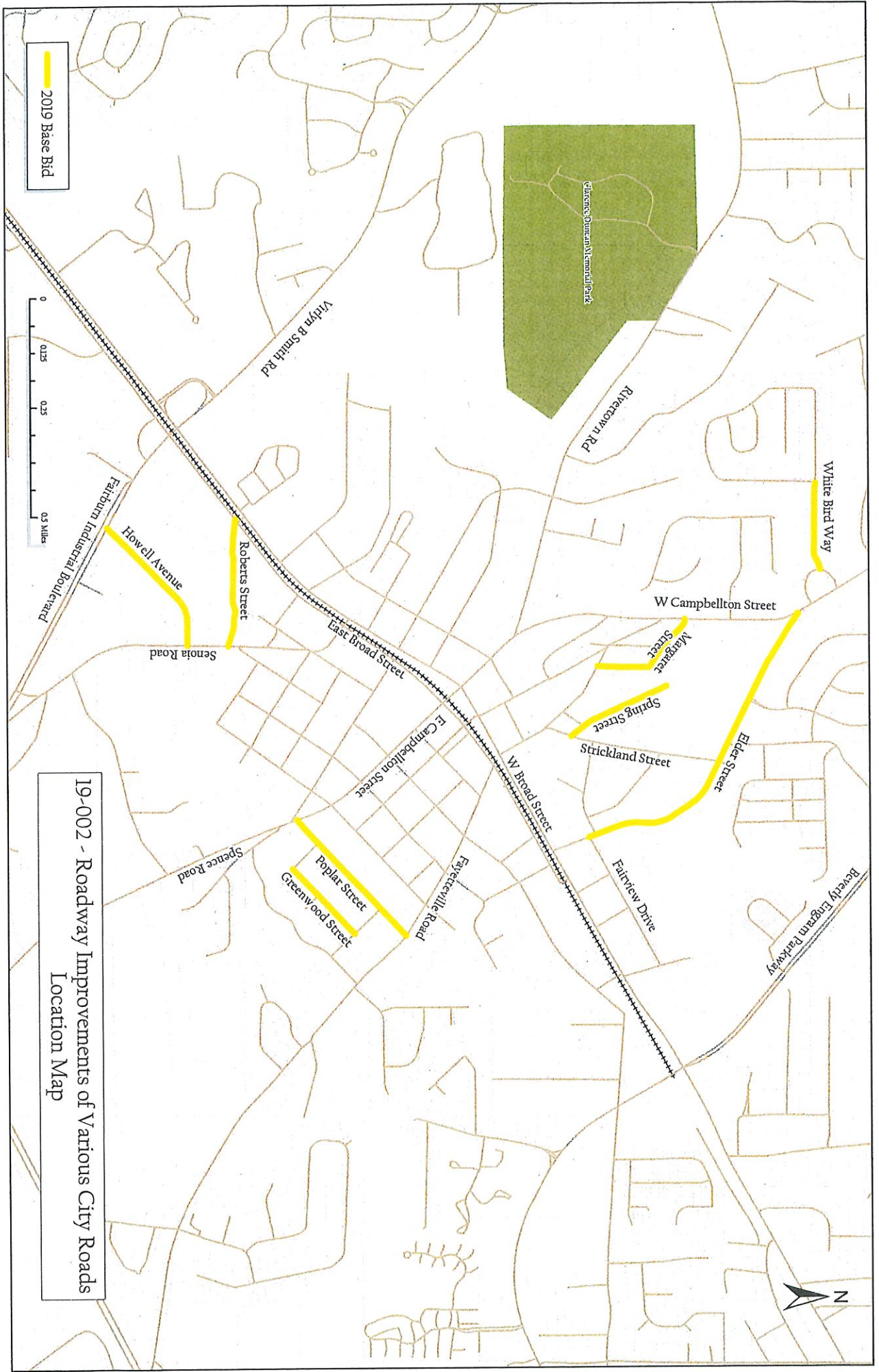
It is the policy of City of Fairburn that unauthorized aliens shall not be employed to perform work on City contracts involving the physical performance of services. Therefore, the City shall not enter into a contract for the physical performance of services within the State of Georgia unless the contractor shall provide evidence on City-provided forms that it and its subcontractors have registered for and are participating in the federal work authorization program as defined by O.C.G.A. § 13-10-90(2) to verify information of all new employees. The City Administrator with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with O.C.G.A. § 13-10-91 and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of three (3) years following completion of the contract. This requirement shall



apply to all contracts for the physical performance of services where more than three (3) persons are employed on the City contract. Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the City Administrator shall report same to the Department of Homeland Security.

A contractor's failure to participate in the federal work authorization program as defined by O.C.G.A. § 13-10-90(2) may be sanctioned by termination of the contract. If it is determined that a subcontractor is not participating in the federal work authorization program as defined by O.C.G.A. § 13-10-90(2), City of Fairburn may direct the contractor to terminate that subcontractor. A contractor's failure to follow City of Fairburn instruction to terminate a subcontractor that is not participating in the federal work authorization program as defined by O.C.G.A. § 13-10-90(2) may be sanctioned by termination of the contract.

The above requirements shall be in addition to the requirements of state and federal law, and shall be construed to be in conformity with those laws.



19-002 - Roadway Improvements of Various City Roads  
Location Map



**BID OPENING RESULTS**  
**IFB 19-002 ROADWAY IMPROVEMENTS ON VARIOUS CITY ROADS**  
**CITY OF FAIRBURN, GEORGIA**

BID OPENING: JUNE 7, 2019 - 3:00 P.M.

	PLAN HOLDERS	BID BOND	ADDENDUM #1	BID AMOUNT
1	Construct Connect			
2	Mullins Brothers Paving Contractors, Inc.	✓	✓	\$581,391.40
3	H.E.H Paving, Inc.	✓	✓	\$737,384.21
4	C. W. Matthews	✓	✓	\$664,945.19
5	Shep Co Paving	✓	✓	\$544,893.71
6	Baldwin Paving			
7	On-Site Paving	✓	✓	\$569,181.60

**Notes:**

- 1 Acknowledged addendum #1

Bids were opened and read aloud in accordance with the project advertisement and invitation for bid. Unit price calculations and certifications will be verified and a certified tabulation release at a later date.

LESTER THOMPSON

*Maceia Lindley*  
 MARCEIA LINDLEY

**FAILURE TO RETURN THIS PAGE AS PART OF BID DOCUMENT MAY RESULT IN REJECTION OF BID.**

## ROADWAY IMPROVEMENTS ON VARIOUS CITY ROADS

### BASE BID ITEMS

ITEM #	DESCRIPTION	UNIT	APPROX QTY	UNIT PRICE	TOTAL
1	12.5mm Recycled Asph. Conc. Patching- Including Bituminous Material, Lime and Tack Coat	TN	100	\$200.00	\$ 20,000.00
2	9.5mm Recycled Asph. Conc.- Including Bituminous Material, Lime and Tack Coat @1.5"	TN	3097	\$106.75	\$330,604.75
3	Milling (1.5")	SY	37420	\$ 3.70	\$138,454.00
4	Adjust Manhole to Grade	EA	27	\$250.00	\$ 6,750.00
5	Adjust Water Valve to Grade	EA	13	\$150.00	\$ 1,950.00
6	Striping, Ther. 5-Inch yellow	LF	18,448	\$ 0.61	\$ 11,253.28
7	Striping, Ther. 5-Inch white	LF	14,588	\$ 0.61	\$ 8,898.68
8	Striping, Ther. 24-Inch white	LF	216	\$ 5.50	\$ 1,188.00
9	Striping, Ther. Rt. Arrow Pavement Marking	EA	4	\$115.50	\$ 462.00
10	Striping, Therm. (SCHOOL) Pavement Marking	EA	2	\$412.50	\$ 825.00
11	Striping, Therm. Railroad (RXR) Pavement Marking	EA	1	\$550.00	\$ 550.00
12	Traffic Print Textured Paving Crosswalk	SF	960	\$ 18.70	\$ 17,952.00
13	Raised Pavement Markers, TP 1	EA	1092	\$ 5.50	\$ 6,006.00
			<b>TOTAL</b>	<b>\$ 544,893.71</b>	

Company Name SHEPCO PAVING, INC.





## **ROADWAY IMPROVEMENTS ON VARIOUS CITY ROADS**

**PROJECT NUMBER 19-002**

**City of Fairburn  
56 Malone Street  
Fairburn, Georgia 30213**

**SERVICE PROVIDER CONTRACT  
ROADWAY IMPROVEMENTS ON VARIOUS CITY ROADS**

This **AGREEMENT** made and entered into this day of July 22<sup>nd</sup>, 2019 by and between the **City of Fairburn, Georgia** (Party of the First Part, hereinafter called the "Owner"), and, **ShepCo Paving Inc.** (Party of the Second Part, hereinafter called the "Service Provider").

**NOW THEREFORE**, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

**1. TERM:**

This contract shall commence upon Notice to Proceed. All work must be completed within ninety (90) calendar days of the Notice to Proceed with Construction (NTP).

**2. ATTACHMENTS:**

Copies of the Service Provider's proposal, including all drawings, specifications, price lists, Instructions to Bidders, General Conditions, Special Provisions, and Detailed Specifications submitted to the Owner during the Bid process (hereinafter collectively referred to as the "Bid ") are attached hereto and are specifically incorporated herein by reference. In the event of a conflict between the Owner's contract documents and the Bid, the Owner's contract documents shall control.

**3. PERFORMANCE:**

Service Provider agrees to furnish all skill and labor of every description necessary to carry out and complete in good, firm and substantial, workmanlike manner, the work specified, in strict conformity with the Bid.

**4. PRICE:**

As full compensation for the performance of this Contract, the Owner shall pay the Service Provider for the actual quantity of work performed. Bid amount shown on Exhibit A is the total obligation of the City pursuant to OCGA section 36-60-13 (a) (3). The fees for the work to be performed under this agreement shall be charged to the Owner in accordance with the rate schedule referenced in the Bid. The Owner agrees to pay the Service Provider following receipt by the Owner of a detailed invoice, reflecting the actual work performed by the Service Provider.

**5. INDEMNIFICATION AND HOLD HARMLESS:**

Service Provider agrees to protect, defend, indemnify, and hold harmless the City, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent errors, acts, or omissions of the Service Provider. Service Provider's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

Service Provider further agrees to protect, defend, indemnify, and hold harmless the City, its commissioners, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Service Provider.

**6. TERMINATION FOR CAUSE:** The City may terminate this agreement for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of



any term of this Agreement. Such termination shall be without prejudice to any of the City's rights or remedies provided by law.

**7. TERMINATION FOR CONVENIENCE:**

The City may terminate this Agreement for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the City's termination of this Agreement for convenience, the Service Provider will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

**8. AGREEMENT NOT TO DISCRIMINATE:**

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subservice provider, providing that the foregoing provisions shall not apply to contracts or subservice providers for standard commercial supplies of raw materials.

**9. ASSIGNMENT:**

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or their right, title, or interest therein to any person, firm, or corporation without the previous consent of the Owner in writing.

**10. WAIVER:**

A waiver by either party of any breach of any provision, term, covenant, or condition of this agreement shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

**11. SEVERABILITY:**

The parties agree that each of the provisions included in this agreement is separate, distinct and severable from the other and remaining provisions of this agreement, and that the invalidity of any agreement provision shall not affect the validity of any other provision or provisions of this agreement.

**12. GOVERNING LAW:**

The parties agree that this agreement shall be governed and construed in accordance with the laws of the State of Georgia. This agreement has been signed in City of Fairburn, Georgia.

**13. MERGER CLAUSE:**

The parties agree that the terms of this agreement include the entire agreement between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this agreement.

(Signatures Next Page)

**IN WITNESS WHEREOF**, the parties hereto, acting through their duly authorized agents, have caused this **AGREEMENT** to be signed, sealed and delivered.

CITY OF FAIRBURN, GEORGIA

By: \_\_\_\_\_  
Elizabeth Carr-Hurst, Mayor  
City of Fairburn

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Shana Moss, Interim City Clerk  
City of Fairburn

APPROVED AS TO FORM:

\_\_\_\_\_  
Signature  
William R. (Randy) Turner  
City of Fairburn Attorney

SERVICE PROVIDER: \_\_\_\_\_

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Corporate Secretary  
(Seal)





## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: APPROVAL OF THE RENAISSANCE PARKWAY  
SANITARY SEWER OUTFALL PROJECT CONTRACT AWARD**

( ) AGREEMENT  
( ) ORDINANCE

( ) POLICY / DISCUSSION  
( ) RESOLUTION

( X ) CONTRACT  
( ) OTHER

**Submitted: 07/02/2019**

**Work Session: 07/22/2019**

**Council Meeting: 07/22/2019**

**DEPARTMENT:** Water & Sewer

**BUDGET IMPACT:** The budget total impact of the proposed contract is \$310,615.00. The proposed expenditures will come out of the Water & Sewer Account (505-0000-54-2700).

**PUBLIC HEARING?** ( ) Yes ( X ) No

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**PURPOSE:** For Mayor and Council to approve the Renaissance Parkway Sanitary Sewer Outfall Project Contract Award with Crawford Grading & Pipeline, Inc. for an amount of \$310,615.00.

**HISTORY:** Proposals for the Renaissance Parkway Sanitary Sewer Outfall Project (RFP# 18-009, Sewer Installation – Renaissance Parkway) were originally requested on July 6, 2018 by the City of Fairburn's Utility Department. The project was placed on-hold to redesign the layout to eliminate excess clearing and reduce construction costs. The redesign required an easement acquisition from the Knight Group. The easement agreement with the Knight Group was approved at the February 11<sup>th</sup>, 2019 City Council Meeting.

**FACTS AND ISSUES:** The project was put back out to bid based on the new alignment on April 24<sup>th</sup>, 2019 (IFB # 19-001 – RENAISSANCE PARKWAY SANITARY SEWER OUTFALL). The bid opening date was May 29<sup>th</sup>, 2019 at 3:00pm at which time the two (2) bids received were opened and read aloud. After completion of the bid evaluation, it was determined that Crawford Grading & Pipeline, Inc. was the lowest responsive and responsible bidder with a bid price of \$310,615.00.

**RECOMMENDED ACTION:** Staff recommends that Mayor and Council approve the Renaissance Parkway Sanitary Sewer Outfall Project Contract Award to Crawford Grading & Pipeline, Inc. for a bid amount of \$310,615.00.

  
Elizabeth Carr-Hurst, Mayor



## **RENAISSANCE PARKWAY SANITARY SEWER OUTFALL**

**PROJECT NUMBER 19-001**

**City of Fairburn  
56 Malone Street  
Fairburn, Georgia 30213**



## RENAISSANCE PARKWAY SANITARY SEWER OUTFALL

**This project consists of the installation of approximately 1,500 linear feet of eight-inch DIP sanitary sewer line and five manholes from an existing manhole to the proposed Renaissance Parkway.**

BIDDERS ARE ADVISED TO THOROUGHLY UNDERSTAND THE GENERAL CONDITIONS AND SPECIAL PROVISIONS, PRIOR TO SUBMITTING THEIR BID.

### I. GENERAL CONDITIONS

#### A. QUALIFICATIONS

1. Bids will be considered only from experienced and well-equipped Contractor engaged in work of this type and magnitude.
2. Bidders may be required to submit evidence setting forth qualifications, which entitle them to consideration as a responsible Contractor. A list of work of similar character successfully completed within the last two years may be required giving the location, size and listing equipment available for use on this work. Before accepting any bid, the City may require evidence of the Contractor's financial ability to successfully perform the work to be accomplished under the contract.
3. All questions concerning the project shall be addressed in writing to Lester Thompson at [lthompson@fairburn.com](mailto:lthompson@fairburn.com) no later than **Wednesday, May 15, 2019**.

#### B. GUARANTEE TO ACCOMPANY BID

1. Bids must be accompanied by a certified check or cashier's check or acceptable bid bond in an amount not less than five percent (5%) of the amount bid and made payable to City of Fairburn. Failure to submit a bid bond will be cause for rejection.

#### C. SUBMITTING BIDS

Bids will be received at the City of Fairburn at City Hall, 56 Malone Street, SW, Fairburn, GA 30213 (770-964-2244) **until 3:00 PM, Wednesday, May 29, 2019**, at which time the bids will be publicly opened and read aloud. Bids received after the designated time will not be considered.

1. Bids must be submitted in envelope with the following information clearly typed or printed on the outside:
  - City of Fairburn
  - Renaissance Parkway Sanitary Sewer Outfall
  - Bid Number
  - Date of Bid Opening
  - Company Name

#### D. AUTHORITY TO SIGN

The Bidder should insure that the legal and proper name of their proprietorship, firm, partnership or corporation is printed or typed in the space provided on the Schedule of Items.

E. RIGHTS RESERVED

1. City of Fairburn reserves the right to reject any or all Bids, to waive informalities and to re-advertise. It is understood that all Bids are made subject to this agreement, that City of Fairburn reserves the right to decide which Bid it deems lowest and best, and in arriving at this decision, full consideration will be given to the reputation of the Bidder, their financial responsibility, and work of this type successfully completed.
2. Bidders are advised to examine the Plans and Specifications carefully and to make examinations of the Site of the proposed work as are necessary to familiarize themselves with local conditions, which may affect the proposed work. Bidders are also advised to inform themselves fully in regard to conditions under which the work will be performed. City of Fairburn will not be responsible for Bidders errors or misjudgment, nor for any information on local conditions or general laws and regulations.
3. Any unauthorized additions; conditions, limitations, or provisions attached to the Bid shall render it informal, and may be cause for rejection.
4. No Bids may be withdrawn after submission for a period of 60 days after the date set for opening thereof.
5. City of Fairburn reserves the right to reject any and all bids from any person, firm, or corporation who is in arrears in any department or obligation to City of Fairburn, Georgia.
6. Individuals, firms and businesses seeking an award of a City of Fairburn contract may not initiate or continue any verbal or written communications regarding a solicitation with any City officer, elected official, employee or other City representative.

G. AWARD OF CONTRACT

1. The contract will be awarded to the lowest responsive and responsible bidder whose bid will be most advantageous to City of Fairburn, price and other factors considered. The City is to make the determination.
2. A Contract will be an "Open End" type to provide for the requirements of City of Fairburn on an as needed basis. As it is impossible to determine the exact quantities of items and the roads, the quantities of items may be increased or decreased as required to satisfy the needs of the City. It is anticipated that the quantities referenced in these bid documents are approximate and subject to change.
3. Prior to award of the contract, the successful bidder will be required to submit a construction schedule to the City, demonstrating the bidder's ability to commence and proceed in a timely manner for the Contracts for which they are the successful bidder. A bidder's failure to demonstrate the ability to proceed as required may result in the award to the next low, responsive and responsible bidder, as deemed in the City's best interest.
4. Prior to execution of a contract, a Contract Performance Bond and a Payment Bond, each equal to 100% of the Contract amount, must be provided by the successful Bidder by a surety company qualified to do business in the State of Georgia and satisfactory to City of Fairburn. Bonds given shall meet the requirements as listed in this Bid package. Failure to execute the Contract, Contract Performance Bond and Payment Bond, or furnish satisfactory proof of coverage of the insurance required within ten days after the date of Notice of the Contract may be just cause for the



annulment of the award and for the forfeiture of the guaranty to City of Fairburn, not as a penalty, but an liquidation of damages sustained.

Failure to progress in a timely manner after beginning may also be just cause for such which annulment of award. At the discretion of the City, re-advertised or constructed by City forces. The Contract and Contract Bonds shall be executed in duplicate.

H. TERM

1. This contract shall commence upon Notice to Proceed (NTP). All work must be completed in sixty (60) days from the NTP.

I. RETAINAGE

1. Retainage on work completed will be withheld by City of Fairburn as follows:
  - a) The City shall retain 5% of the gross value of the completed work, indicated by current estimates, until all pay items are substantially completed.

J. LOCATION AND SITE

1. The site of the proposed work is located within the City of Fairburn, Georgia at the proposed Renaissance Parkway and runs parallel to the existing Georgia Power Easement. The project will be laid out by the developer. The successful Contractor is responsible for all clearing and vegetation removal.
2. The Contractor shall accept the site in its present condition and carry out all work in accordance with the requirements of the specifications, as indicated on the drawings or as directed by the engineer.
3. The Contractor, before submitting a bid, is advised to visit the site, and acquaint themselves with the actual conditions and the location of any or all obstructions that may exist on the site.
4. The Contract Documents contain the provisions required for the completion of the work to be performed pursuant to this Contract. Information obtained from an Officer, agent, or employee of City of Fairburn or any other person shall not affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the Contract. Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to so familiarize themselves shall in no way relieve any Bidder from any obligation in respect to their Bid.
5. The Contractor is responsible for the location of above and below ground utilities and structures, which may be affected by the work.

K. COMPLIANCE WITH OSHA STANDARDS AND REGULATIONS

The work connected with this Contract shall be performed in accordance with all applicable OSHA regulations and standards including any additions or revisions thereto until the job is completed and accepted by City of Fairburn.

L. MATERIALS

All materials furnished and/or installed by the Contractor. All DIP sanitary sewer is to be coated with Protecto 401 coating or equivalent. Casings are to be steel and not stainless steel as shown on the plan. Steel casing spacers are required.

M. INSPECTION

City of Fairburn does not commit to have a full-time inspection or testing of work while in progress or at sources of materials furnished. Any lack of inspection and or testing will in no way relieve the Contractor of their responsibility to provide quality workmanship in accordance with the Specifications. Any test ordered under the supervision of the City that fail to meet standards and replacement is required will be at the contractor's expense.

N. GENERAL BOND REOUIREMENTS

1. Bid Bonds - Amount of bond should be 5% of contract amount for each section bid. City of Fairburn form attached. Failure to use City of Fairburn Bid Bond Form may result in bid being deemed non-responsive and automatic rejection may occur.
2. Performance Bond - (Supplied by successful vendor) - Amount of bond should be 100% of contract amount.
3. Payment, Labor and Materials Bonds - (Supplied by successful vendor) - Amount of bond should be 100% of contract amount.
4. Bonding Company must be authorized to do business by the Georgia Secretary of State and by the Georgia Insurance Department.
5. An original/certified copy of the Bonding Company's Certificate of Authority must be attached to bond. The Certificate of Authority may be obtained from the Georgia Insurance Department.
6. Bonding Company must have a minimum AM Best rating of A-6 or higher.
7. Bonding Company must be listed in the Department of the Treasury's publication of companies holding Certificates of Authority as acceptable surety on Federal Bonds and as acceptable reinsuring companies. (Dept. Circular 570; 1992 Revision).

O. CONTRACT REOUIREMENTS

1. Successful vendor is required to do the following within ten (10) days of Notice:
  - a) Return to City Administrator contract documents executed by the authorized representative and attested by the corporate secretary treasurer.
  - b) Provide Insurance certificates as specified in the bid documents.
  - c) Provide bonding as required by the bid documents.
3. Failure to execute the Contract, Contract Performance Bond and Payment Bond, or furnish satisfactory proof of carriage of the insurance required within ten days after the date of Notice of Award of the Contract may be just cause for the annulment of the award and for the forfeiture of



the bid guaranty to the City of Fairburn, not as a penalty, but as liquidation of damages sustained. At the discretion of the City, the award may then be made to the next lowest, responsible bidder, or the work may be re-advertised or constructed by City forces. The Contract and Contract Bonds shall be executed in duplicate.

## II. SPECIAL PROVISIONS

### A. CITY OF FAIRBURN

Unless otherwise directed, all work performed under contract shall be in accordance with the City of Fairburn Development Standards for the Design and Installation of Water and Sewerage Systems. May 2015 Edition, and any supplemental specification (Published and unpublished) modifying them. except as noted below and in the special provisions.

### B. FEDERAL REGULATIONS

The Contractor must be in compliance with all applicable Federal regulation.

### C. RECORDS

The Contractor is required to maintain and make available to City of Fairburn and auditors, complete records of the work covered, for the life of the contract and for three years thereafter. All tickets must show the road name where the mix was used.

### D. GENERAL CONSTRUCTION GUIDELINES

1. It shall be the responsibility of the Developer to notify all utility companies prior to any excavation.
2. The Contractor shall notify the City of Fairburn Water and Sewerage Department forty-eight (48) hours prior to beginning construction. This department may request a pre-construction conference before beginning construction.
3. All construction shall be subject to inspection by authorized representatives of the Water and Sewerage Department at any time, and at their request no dirt cover shall be placed on any portion of completed water or sewer system until it has been inspected and approved by the Water and Sewerage Department Inspector.
4. It shall be the responsibility of the Contractor to coordinate all construction and insure that these standards are adhered to. Any work not meeting these standards shall be corrected immediately by the Contractor, after notification by the City Water and Sewerage Department Representative. Should the work not be corrected after verbal notification, a written stop work order shall be issued by the Water and Sewerage Department until the deficiencies have been corrected.
5. Control and testing of materials will be the contractors' responsibility. The cost of such testing shall be included in the unit price of the material being used, and no additional compensation will be made.
6. All work performed in excavations shall be conducted in such a way as to ensure the safety of the workers is maintained. Safe practices should conform to OSHA regulations for working in confined spaces especially as they pertain to excavations and the protective systems they require.

7. City of Fairburn does not commit to furnishing full-time inspection or testing of the work in progress, or at material sources. Lack of inspection and/or testing by the City will in no way relieve the Contractor of their responsibility to provide quality workmanship in accordance with the Specifications.

#### E. EROSION CONTROL AND SEDIMENTATION

The Contractor shall be responsible for maintaining proper control measures on the construction site and adjacent areas for the duration of the project. Sediment control barriers, temporary sediment traps, sediment basins, grass, mulch, etc., as will be required to adequately control erosion and prevent sedimentation. All materials and measures shall be in accordance with procedures of the State Soil and Water Conservation Committee A Manual for Erosion and Sediment Control in Georgia.

#### F. CLEARING AND GRUBBING

1. The clearing and disposal of all trees, bushes, shrubbery, and miscellaneous debris as outlined in project plans and specifications shall be the sole responsibility of the Contractor subject to the approval of the City of Fairburn Water and Sewerage Department.
2. Clearing operations shall be performed so as to prevent damage to existing trees and other property located on property other than that of the Developer. Safety of employees and others should be considered throughout the operation. No clearing should be performed on property not owned by the Developer without first obtaining written permission from the Owner.
3. It shall be the responsibility of the Developer to remove all debris from fill material in areas to be excavated, areas to be stripped of topsoil, and areas to receive fill.
4. All cleared, and grubbed material shall be disposed of in a manner satisfactory to the Water and Sewerage Department. Burning shall not be allowed, unless specifically permitted by the County Fire Marshall.
5. All established bench marks, property pins, monuments, and other reference points shall be maintained; if destroyed or disturbed, they shall be replaced as directed by the Water and Sewerage Department.

#### G. SEWER SYSTEM CONSTRUCTION REQUIREMENTS

The following shall establish the general construction requirements for the installation of sewerage systems, installed, operated, and maintained in the unincorporated areas of City of Fairburn. It shall be understood that these standards reflect the minimum requirements necessary for final acceptance of the utility by the Water and Sewerage Department.

1. Trenching and Excavation  
Trench may be open cut from the ground surface where designated on the plans or approved by the Water and Sewerage Department. Boring may be required to protect certain surface improvements and to satisfy requirements of the Georgia Department of Transportation and/or the railroad companies. Minimum width shall be the nominal diameter of the pipe plus twelve inches 38 and minimum cover on pipe shall be 48 inches. Bottom of the trenches shall be hand dressed so that the pipe has even bearing on solid undisturbed earth throughout its entire length between bell holes. Bell holes of sufficient size for making perfect joints shall be provided.



2. Alignment and Grades

Alignment and grade control stakes shall be provided by the Contractor in accordance with the approved plans. Bench Marks and other principal control points shall be furnished by the Contractor. True alignment shall be required. Gradient control shall be by laser beam. Alignment shall be as indicated on the approved plans. When an obstruction is encountered, make necessary changes in alignment or grade as approved by the Water and Sewerage Department.

3. Excavation

Excavation shall consist of removing earthwork for the satisfactory placement of sewers and appurtenances. This includes vegetation, brush and debris, soil, rock, pavements, etc., for the intent and purpose of constructing the work to required lines and grades, including sheathing, bracing and dewatering of excavations, trench bed stabilization, and such other incidentals necessary to comply with plans and specifications.

All excavated material shall be placed on one side of the trench in a manner to prevent blockage of surface drainage patterns and traffic. It shall be so placed as to not endanger the work, allowing at all times free access to the trench, and all existing utilities publicly or privately owned, particularly fire hydrants.

Where necessary, wood fencing or retainers shall be erected to retain the excavated material within narrow limits to prevent the obstruction of traffic and/or encroachment upon pavements or other areas restricted by property owners. Included shall be protection of hedges, walls, flower/rock gardens, shade trees, fruit trees, and vegetable gardens. Satisfactory provisions shall be made for travel on sidewalks, crosswalks, streets, railroads, bridges, private ways, railings, barriers, etc.

All drains, gutters, culverts, and sewers for surface drainage shall be kept open, or if it is evident they must be temporarily closed then all requirements of the Owner must be met prior to such closing.

Excavated material shall not, in any case, be placed upon the pavement surfaces of public roads or streets, owned by the city, county or state, unless prior approval is given by the proper Department having jurisdiction. In periods between dusk and daylight, and during inclement weather when visibility is limited, caution lights and barricades shall be placed at each end and along the excavated material. Each building, wall, fence, pile, bridge, railroad, sidewalk, driveway, tree, lawn, garden, or any other improvement encountered is to be properly protected from injury. In event of damage during the work, prompt repairs satisfactory to the Water and Sewerage Department and the property owner shall be made by the Contractor. Plan direct sections where jack and bore methods are required under certain pavements and/or railroads.

4. Trenching

Except as specified for jack/bore procedures under pavements and railroads, all excavation shall be made by open cut, unless otherwise authorized by the Water and Sewerage Department. All work within right-of-way of railroads and state highways, shall be subject to an approval permit for construction (processed through the Owner), and all rules and regulations of those authorities shall be required. It shall be the responsibility of the developer to prepare the applications for the required permits.

Trenches shall be excavated to the grade shown of the plan and profile drawing. Where excessive excavation results, the Contractor shall construct special foundations or use special backfill methods. Over-depth excavation will be required to remove material unsuitable to support the pipe.



5. Sheathing and Bracing

When trench sides must be kept as nearly vertical as possible, it may be necessary to sheath, brace, or support trench sides. When trench depth excavation exceeds five (5) feet, sheathing and bracing shall be required to protect the pipe crew from injury, irrespective of the visible judgement of soil conditions by the Contractor. In event the sheathing cannot be removed without injury to the sewer or adjoining structures, it shall be left in place or cut, and the upper part then removed. All trenching, sheathing, bracing, side sloping, etc., shall conform to the regulations of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). Side sloping in accordance with OSHA regulations is acceptable where conditions permit. It shall be the responsibility of the Contractor to ensure that all safety measures are met.

6. Stabilization and Bedding

In soft ground, quicksand, or in areas where soil conditions are such that pipe alignment, or grade is endangered, the trench shall be excavated below grade and then brought back to grade with stone stabilizer material. Stone stabilizer material shall be A.S.T.M. #57 crushed stone. Depth of stone shall be 6-inch min. or as directed by the Water and Sewerage Department.

7. Bedding Classifications for Ductile Iron Pipe

Pipe shall be bedded in either Class B or Class C as specified by the Developer's design engineer.

Class B - The pipe shall be bedded with No. 57 stone bedding material placed on the trench bottom. The bedding shall have a minimum thickness beneath the pipe of 4 inches or one-eighth of the outside diameter of the pipe, whichever is greater, and shall extend up the side to the spring-line. Backfill from pipe horizontal centerline to a level not less than 12 inches above the top of the pipe shall be of the bedding material or carefully placed native soil, compacted. Initial backfill shall be finely divided material free of debris, organic material and stones.

Class C - The pipe shall be bedded in No. 57 stone bedding material placed on the trench bottom. Native soils may be used when approved by the Water and Sewerage Department. The bedding shall have a minimum thickness beneath the pipe of 4 inches or one-eighth of the outside diameter of the pipe, whichever is greater, and shall extend up the sides of the pipe one-fourth of the outside diameter of the pipe. Initial backfill between the bedding and a plane 12 inches over the top of the pipe, shall be finely divided earth free from debris and stones, and shall be compacted.

Class D - is not allowed.

8. Bedding Requirements for Polyvinyl Chloride Pipe

PVC sewer shall be installed in a granular embedment material as specified herein. The embedment material shall be No. 57 stone. The bedding shall be placed to the top of the pipe in three (3) successive applications. First, a three (3) inch minimum foundation shall be placed to proper grade prior to pipe installation. Following pipe installation, the embedment material shall be carefully placed as haunching to no more than one third of the pipe diameter. The haunching shall be sliced underneath the pipe barrel with a shovel to ensure firm base and side support. Thirdly, the embedment material shall be carefully placed to the top of the pipe. Initial backfill consisting of suitable native soil shall be carefully placed and compacted to a minimum of 12 inches above the pipe. Initial backfill material shall consist of fine, loose earth containing adequate moisture for thorough compaction. The material shall be free of large stones, clods, vegetable matter, debris, and other objectionable material. The remainder of the trench backfill shall be in accordance with the section "Backfilling."



9. Concrete Encasement

Concrete encasement, when required, shall completely surround the pipe and shall have a minimum thickness at any point of one-fourth of the inside diameter of the pipe or 4 inches, whichever is greater.

10. Rock Excavation

Remove rock to 6 inches below grade of trench and build back trench bottom with suitable material tamped into place.

When necessary, blasting operations shall be conducted in strict accordance with all existing ordinances and regulations. Blasting shall be conducted by persons licensed to use explosives. Where blasting is to be conducted along the right-of-way of a state claimed roadway, the Contractor shall provide the Water and Sewerage Department all necessary information to submit blasting permit applications to the Georgia Department of Transportation for approval. Blasting may be conducted only after this permit is received.

11. Limit of Open Trench

The length of the trench to be opened or the area of surface to be disturbed and restored at any one time shall be limited to that which the Contractor can complete in one day's work, or less in event of apparent inclement weather, or not to exceed 100 feet. It shall be the Contractor's responsibility to provide adequate barricades, warning signs, flagmen, flashing lights, etc., as necessary to safeguard the public. All trenches must be backfilled by the close of each work day.

12. Disposition of Water

Keep trenches free of water. The Contractor shall furnish all equipment and labor necessary to remove any water found or accumulated in the trench. Other excavation shall be kept clear of water while pipe is being laid or concrete or masonry is being placed. No pipe shall be laid in water and water must not be permitted to flow over or rise upon any masonry or pipe until the work has been accepted to prevent flow-in of silty water and thus prevent buildup of foreign matter in the pipe.

All water pumped or bailed from the trench or other excavation must be conveyed in an acceptable manner to a suitable point of discharge, i.e. a stream or ditch, where it shall not cause injury to public health, or public or private property, or to work under construction or previously completed or to the street surfaces, or to cause interference with the use of streets by the public.

13. Excavation Near Roads and Railroads

Special care must be exercised in trenching near roads and railroads to protect against collapsing of the roadbed structure. Each situation must be evaluated on account of varying soils. Where excavations encroaching at or near roads and/or railroads will be limited because of scheduled jack/bore methods required for installations under roads and/or railroads, the trench excavated shall be halted at least ten (10) feet from the pavement edge of a road, or more if soil conditions so indicate, and no nearer than twenty-five (25) feet from the centerline of the railroad track nearest the excavation as measured at 90 degrees (right angles) to the railroad.

14. Subsurface Obstructions

In excavating, backfilling and laying pipe care must be taken not to remove, disturb or injure any water, sewer, gas, electric, telephone, or other conduits or utilities without prior approval of the owner of the utility encountered, including private utilities.

If necessary in order to perform the intended work, the Contractor shall sling, shore up, and maintain such utilities in operation, and promptly repair any damage done to them. Before final acceptance of the work, all such utilities shall be made "equal to or better" than prior to construction.

It shall be the Contractor's responsibility to locate underground utilities.

In event of damage to the utilities, the Contractor will promptly notify the utility owner (private or public) and must assume full responsibility therefore.

In event pipe or conduits providing service to adjoining buildings are broken, or damaged to some questionable degree of service, the Contractor shall immediately make repairs at his own expense or be otherwise liable for repair costs incurred by others. The utility owner reserves the right to make repairs, caused by the Contractor, without prior notice. Removal or relocation of a utility encountered may be done upon prior approval by the utility owner given directly to the Contractor.

## 15. Embankments

Whenever the sewer is to be installed in a fill area or in cut with less than four (4) feet of cover (top of pipe to ground surface), the Water and Sewerage Department will require the installation of ductile iron pipe.

### 15.1 Inspection Before Laying of Pipe

Before any pipe is laid in the trench, the pipe shall be subject to inspection. Only first quality pipe with smooth surfaces (interior and exterior), free from cracks, flaws, blisters, etc., shall be used.

### 15.2 Pipe Installation

Pipe installation shall be performed with bell ends upgrade without any break in alignment or grade between manholes. A thorough cleaning of all dirt, and foreign matter shall be made of bells and sockets before jointing. Pipe materials shall meet specifications contained elsewhere herein.

### 15.3 Handling

Pipe shall be carefully unloaded with a pipe unloader or crane.

### 15.4 Laying

Pipe shall be swept clean of trash or dirt before lowering into the trench. After the pipe has been cleaned it shall be lowered into the trench in such a manner that the pipe shall not be damaged. Each joint shall then be lined and brought to a uniform grade upon a solid trench bottom. Bell holes for couplings or bell shall be prepared with a minimum clearance of two inches. Pipe shall be laid in straight lines on uniform grades. Before stopping work each day all open pipe ends shall be closed with a proper size plug. Protect pipe from floating.

### 15.5 Joining

#### 15.5.1 Mechanical Joints

Clean spigot and bell of foreign material and apply a prepared lubricant solution before slipping gasket and gland over spigot end of pipe. Small side of gasket and lip of gland must face the socket. Paint gasket with lubricant solution and place spigot end of pipe securely home in socket. Push gasket evenly into position in socket, slide gland into position and tighten bolts with fingers.



Tighten bolts with a torque wrench to recommended tightness by tightening bottom bolt and then top bolt. Thereafter, all bolts shall be tightened in sequence of 180 degrees apart until all bolts are within the range of torque recommended by the manufacturer. If effective sealing is not accomplished, disassemble and reassemble after thorough cleaning.

#### 15.5.2 Slip Joints

Jointing shall be made with rubber gaskets and lubricant furnished by the manufacturer in strict accordance with the manufacturer's recommendations. Prepare field cut pipe by filing 1/8-inch 30-degree bevel on pipe end to avoid.

#### 16. Connections to Existing Manholes

Connections to existing manholes shall be made at the locations shown on the plans as directed by the Water and Sewerage Department. All connections shall be made in a neat and workmanlike manner to avoid damage to the existing structure. Core and boot suitable modification to the manhole bench shall be made to the satisfaction of the Water and Sewerage Department.

#### 17. Backfilling

Backfill material above the pipe embedment shall consist of native earth, free from large stones, clods, debris or other objectionable material.

In traffic areas, particularly roads and streets, parking lots and walkways, the full backfill shall receive thorough tamping in 6-inch layers to a minimum of 98% standard proctor density. The Water and Sewerage Department may request that soil compaction test be performed by an outside testing consultant. The Contractor will be responsible for payment to the testing consultant. Particular attention is directed to driveways and walkways, and areas subject to mail delivery where prompt backfilling is required to prevent inconvenience to the public.

In all areas of construction, the excavated material shall be cleared from the premises and the completed work left in a neat and acceptable condition. Included are such items as broken pavement and other matter not classified as earth.

Trenches and other excavated areas completed by the Contractor shall be kept in a good and safe condition during a two-year maintenance period following acceptance by the Water and Sewerage Department and regulatory agencies.

#### 18. Time

Trenches shall be backfilled as soon as practical after laying and jointing the pipe. Provisions for traffic as specified under "Trench Excavation" must be adhered to.

#### 19. In Non-Traffic Areas

Initial backfill shall be placed carefully with suitable material in layers not exceeding 6 inches in thickness and thoroughly compacted with mechanical tamps to one foot above the top of the pipe. The remainder of the trench may be backfilled without compaction. The backfill shall be rounded over the trench to provide allowance for future backfill settlement.

#### 20. Highway and Railroad Crossings

Install in strict accordance with railroad or State Highway requirements and all applicable provisions of the plans and specifications.

Perform no work until satisfactory arrangements have been made with the State Highway Department or railroad. Install casing pipe by jacking, boring or tunneling in strict accordance with the requirements of the Georgia Department of Transportation and FHWA or railroad; diameter of the hole shall not exceed the outside diameter of the pipe.

Cement grout shall be pumped around pipe where voids were developed during the installation operation.

Casing pipe shall be steel as previously specified and joints shall be welded.

Carrier pipe shall be ductile iron with mechanical joints as previously specified. Welds shall be filled arc weld type performed only by qualified welders, meeting American Welding Society, and American Institute of Steel Construction Standards. Welds shall be continuous, watertight, and develop a greater strength than the pipe.

Install on required grade. Inside and outside of welds shall have all rust, mill scale, flux flumes, oxides, grease and oil removed by chipping and wire brushing immediately before applying touchup coating.

All weld areas and areas where coating has been scratched shall be recoated with coal tar material of same type and thickness as original coating. Outside shall be coated immediately after welding.

Carrier pipe will be pushed into casing on wooden skids to avoid damaging coating in casing.

Seal ends of casing in accordance with Georgia Department of Transportation or railroad requirements.

21. Asphalt Concrete Paving Replacement (Where Open Cut is Allowed)

Materials and construction methods shall conform to the Georgia State Department of Transportation Standard Specifications, latest edition.

21.1 Removal

Existing pavement shall be sawed.

21.2 Excavation and Backfill

Excavation and backfill shall be in accordance with this Section.

21.3 Base

Base shall be 8 inches of "High Early Strength" concrete in accordance with Section 430 of the Georgia Standard Specifications for Construction of Roads and Bridges.

21.4 Pavement

Pavement shall be hot mix asphaltic concrete either Type "E" or "F" and shall be in accordance with Section 400 of the Georgia Standard Specifications for Construction of Roads and Bridges.

22. Manhole Installation

Manhole installations shall be provided as shown on the approved plans.

Excavation for manholes shall be sufficient to provide six (6) inches of clearance between the outer surface of the manhole and the soil, or timber sheathing if required. All manholes shall be provided with steps placed sixteen (16) inches center to center and properly aligned.

23. Gravity Sewer Testing

23.1 General

All newly installed lines shall be televised following installation. The tape shall then be submitted to the Water and Sewerage Department.

When requested by the City of Fairburn Water and Sewerage Department, the Contractor shall test the integrity of the installed sewer line by one or more of the following: low pressure air test; a measurement of infiltration; mandrel test, and velocity test. These tests shall be performed upon such lines selected by the Water and Sewerage Department.



### 23.2 Low Pressure Air Tests

#### 23.2.1 Safety

The Contractor shall have the responsibility to ensure that all air plugs are installed and braced to prevent blowouts. Pressurizing equipment shall include a regulator or relief valve to avoid over pressurizing and damaging an otherwise acceptable line. No one shall be allowed in the manholes during testing.

#### 23.2.2 Preparation of the Test Line

Secure the plugs in all pipe outlets, including stoppers in laterals, to resist the test pressure. Clean out all debris in the pipe. At the option of the contractor, the interior pipe surface may be wet by flushing the line in order to produce more consistent test results.

#### 23.2.3 Procedure

The Contractor shall slowly introduce low pressure air into the sealed line until the internal air pressure reaches four (4) psi. The air supply shall then be throttled to maintain the four (4) psi internal pressure for at least two (2) minutes to permit the temperature of the entering air to equalize with the temperature of the pipe wall. When temperatures have equalized, and the pressure stabilized, the air hose from the air supply shall be shut off. The pressure shall then be decreased to no less than 3.5 psi. At a reading of 3.5 psi, or any convenient pressure reading between 3.5 and 4.0 psi, timing shall begin with a stop watch. If the time shown in the table below for the designated pipe size and length elapses before the air pressure drops one (1) psi, the section undergoing the test has passed and shall be presumed to be free of defective joints.

#### 23.2.4 Calculation of Test Time

Specified Time for Lengths Shown

Pipe Diameter	Min. Time	100 Ft.	200 Ft.	300 Ft.	400 Ft.
8"	3:47	3:47	3:47	3:48	5:04
10"	4:43	4:43	4:43	5:56	7:54
12"	5:40	5:40	5:42	8:33	11:22

#### 23.2.5 Groundwater Conditions

Groundwater should be taken into consideration and calculated for. Add one (1) psi. for every 2.3 ft. of groundwater above the pipe.

#### 23.2.6 Retest of Test Section

Any section of line in which a loss of more than 1.0 psi. is encountered during the period of test may be retested at the option of the contractor. Failure of a test section of a line shall require location and grouting or other repair or replacement of the source of excessive air loss.

The Water and Sewerage Department shall approve the method to be used prior to any repair or replacement.

### 23.3 Measurement of Infiltration

The contractor shall furnish an adequate number of plugs of the proper size and acceptable weirs to measure infiltration into the system.

Infiltration greater than 25 gallons per inch diameter of pipe per mile of sewer per day will not be accepted. Any visible or audible leak must be dug up and repaired unless it is found to be in a joint and the Water and Sewerage Department has authorized it to be repaired by chemical grouting. Any increase in flow between two adjacent manholes

must be corrected. Measurements of flow shall be performed on any lines with a visible flow of water.

#### 23.4 Mandrel Test

At the request of the Water and Sewerage Department a Mandrel Test shall be performed on PVC sewer pipe to test for maximum allowable deflection. The mandrel shall be sized to test a 5.0% deflection. The mandrel diameter shall be 5.0% less than the average reference internal diameter. Minimum diameters of mandrels to be used are as follows: 8" = 7.33"; 10" = 9.16"; 12" = 10.90".

The following procedure is recommended:

1. Completely flush the line making sure the pipe is clean of any mud or trash that would hinder the passage of the mandrel.
2. During the final flushing of the line, attach a floating block or ball to the end of the mandrel pull rope and float the rope through the line. (A nylon ski rope is recommended.)
3. After the rope is threaded through line, connect the pull rope to the mandrel and place the mandrel in the entrance of the pipe.
4. Connect a second rope to the back of the mandrel. This will enable the mandrel to be retrieved if excessive deflection is encountered.
5. Remove all the slack in the pull rope by gently pulling the rope at the far manhole. After the slack has been removed, place a tape marker on the rope close to the pipe opening where the mandrel will exit. If mandrel encounters excessive deflection, the marker will provide a means of measuring the travel distance of the mandrel so that the deflected area can be located.
6. Draw mandrel through the sewer line.
7. An increasing resistance to pull is an indication of excessive deflection. If this occurs, measure the distance from beginning marker on rope to manhole. Locate section and replace bedding or pipe if visual examination reveals damage.
8. Retest.

#### 23.5 Velocity Test

On lines installed at minimum grade or at any time the City of Fairburn Water and Sewerage Department suspects that a problem with flow will occur a velocity test of the suspect section may be requested.

The contractor shall add sufficient water at a point upstream of the suspect section. After flow has reached a steady rate, dye or some type of floating object such as a ping pong ball, or fishing float will be passed through the line. The float will be timed as it passes through the section. Any line, in which a velocity of two (2) feet per second cannot be obtained, will not be accepted.

#### 23.6 Inspections and Acceptance

##### 23.6.1 General

Before sewage is introduced into a new system, the system must first receive final approval and acceptance from the City of Fairburn Water and Sewerage Department.

##### 23.6.2 Inspection for Approval

Authorized representatives of the Water and Sewerage Department shall have access to the work for inspection at any reasonable time. The final inspection of all improvements shall be held before conditional acceptance of the work and before the start of the two (2) year maintenance period. When all construction in accordance with these standards has been completed, the Contractor shall request



by letter a final inspection and acceptance of the system from the Water and Sewerage Department.

All permits and drawings will be examined at this time to ensure that the work has been completed in accordance with the approved plans and these standards.

#### 23.6.3 Stop Work Order

Any work not meeting the requirements of these standards or the approved plans shall be corrected by the Developer. At any time, throughout construction, should the work not be corrected after notification by the County, a stop work order shall be issued by the County.

#### 24. Acceptance

After all improvements are complete, the Developer shall provide the Department with a two (2) year maintenance agreement to provide for the cost of maintenance of the public improvements (sewer system or parts thereof). The Developer shall also issue the Water and Sewerage Department a letter of conveyance, granting ownership of the completed sewer system to City of Fairburn.

If failures occur, in the opinion of the Department Engineer, to any public improvements (sewer systems), within a two year period from the date of the letter of acceptance, the Contractor shall be notified in writing of the defects and shall be given a reasonable time to correct the problem; otherwise, it shall be deemed a breach of the Maintenance Agreement and the Department shall have the right to make the necessary repairs, either by public contract, or using Department equipment, and the Contractor shall be liable for the full amount of the cost of the repairs.

## INSURANCE REQUIREMENTS

### 1. Statutory Workers' Compensation Insurance

#### (a) Employers Liability:

Bodily Injury by Accident - \$500,000 each accident  
Bodily Injury by Disease - \$500,000 policy limit  
Bodily Injury by Disease - \$500,000 each employee

### 2. Commercial General Liability Insurance

#### (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage

#### (b) Separate Owner's and Contractor's Protective policy with City of Fairburn (and any applicable authority) as Named Insured

#### (c) The following additional coverages must apply:

- \* 1986 (or later) ISO Commercial General Liability Form
- \* Dedicated Limits per Project Site or Location (CG 2503 or CG 2504)
- \* Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
- \* Blanket Contractual Liability
- \* Broad Form Property Damage
- \* Severability of Interest
- \* Underground, explosion, and collapse coverage
- \* Personal Injury (deleting both contractual and employee exclusions)
- \* Incidental Medical Malpractice
- \* Hostile Fire Pollution Wording

### 3. Auto Liability Insurance

#### (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage

#### (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles

#### (c) Additional Insured Endorsement

#### (d) Contractual Liability

### 4. Umbrella Liability Insurance - Minimum \$5,000,000 limit of liability

(Higher limit may be required depending on the extent of contract)

#### (a) The following additional coverages must apply

- \* Additional Insured Endorsement
- \* Concurrence of Effective Dates with Primary
- \* Blanket Contractual Liability
- \* Drop Down Feature
- \* Care, Custody, and Control - Follow Form Primary
- \* Aggregates: Apply Where Applicable in Primary
- \* Umbrella Policy must be as broad as the primary policy

### 5. Builder's Risk Insurance or Installation Floater Insurance required on all new structures, bridges, overpasses, culverts and railroad crossings - limit at least as broad as contract amount



6. City of Fairburn (and any applicable Authority) should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.
7. The cancellation provision should provide 30 days' notice of cancellation.
8. Certificate Holder should read:

City of Fairburn  
56 Malone Street  
Fairburn, Georgia 30213

9. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-6 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Risk Management Division. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A- 6 or better.
10. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
11. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
12. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company (ies) if requested by the City to verify the compliance with these insurance requirements.
13. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the City.
14. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
15. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to City of Fairburn as to form and content has been filed with City of Fairburn. The Acord Certificate of Insurance or a pre-approved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.
16. The Contractor shall agree to waive all rights of subrogation against the City, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the City.
17. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the contract. The coverage must be on a replacement cost basis. The City will be included as a Loss Payee in this coverage for City owned equipment, tools, supplies, and contents.

18. The Contractor shall make available to the City, through its records or records of their insurer, information regarding a specific claim related to any City project. Any loss run information available from the contractor or their insurer relating to a City project will be made available to the City upon their request.
19. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
20. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
21. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

Surety Bonds (If Required)

All of the surety requirements will stay the same except the Surety Company must have the same rating as item 9 above.



**SERVICE PROVIDER CONTRACT  
RENAISSANCE PARKWAY SANITARY SEWER OUTFALL**

This **AGREEMENT** made and entered into this day of \_\_\_\_\_ by and between City of Fairburn, Georgia (Party of the First Part, hereinafter called the "Owner"), and, (Party of the Second Part, hereinafter called the "Service Provider").

**NOW THEREFORE**, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

**1. TERM:**

This contract shall commence upon Notice to Proceed. All work must be completed within sixty (60) calendar days of the Notice to Proceed with Construction (NTP).

**2. ATTACHMENTS:**

Copies of the Service Provider's proposal, including all drawings, specifications, price lists, Instructions to Bidders, General Conditions, Special Provisions, and Detailed Specifications submitted to the Owner during the Bid process (hereinafter collectively referred to as the "Bid ") are attached hereto and are specifically incorporated herein by reference. In the event of a conflict between the Owner's contract documents and the Bid, the Owner's contract documents shall control.

**3. PERFORMANCE:**

Service Provider agrees to furnish all skill and labor of every description necessary to carry out and complete in good, firm and substantial, workmanlike manner, the work specified, in strict conformity with the Bid.

**4. PRICE:**

As full compensation for the performance of this Contract, the Owner shall pay the Service Provider for the actual quantity of work performed. Bid amount shown on Exhibit A is the total obligation of the City pursuant to OCGA section 36-60-13 (a) (3). The fees for the work to be performed under this agreement shall be charged to the Owner in accordance with the rate schedule referenced in the Bid. The Owner agrees to pay the Service Provider following receipt by the Owner of a detailed invoice, reflecting the actual work performed by the Service Provider.

**5. INDEMNIFICATION AND HOLD HARMLESS:**

Service Provider agrees to protect, defend, indemnify, and hold harmless the City, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent errors, acts, or omissions of the Service Provider. Service Provider's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

Service Provider further agrees to protect, defend, indemnify, and hold harmless the City, its commissioners, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Service Provider.

**6. TERMINATION FOR CAUSE:** The City may terminate this agreement for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Agreement. Such termination shall be without prejudice to any of the City's rights or remedies provided by law.

**7. TERMINATION FOR CONVENIENCE:**

The City may terminate this Agreement for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the City's termination of this Agreement for convenience, the Service Provider will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

**8. AGREEMENT NOT TO DISCRIMINATE:**

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subservice provider, providing that the foregoing provisions shall not apply to contracts or subservice providers for standard commercial supplies of raw materials.

**9. ASSIGNMENT:**

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or their right, title, or interest therein to any person, firm, or corporation without the previous consent of the Owner in writing.

**10. WAIVER:**

A waiver by either party of any breach of any provision, term, covenant, or condition of this agreement shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

**11. SEVERABILITY:**

The parties agree that each of the provisions included in this agreement is separate, distinct and severable from the other and remaining provisions of this agreement, and that the invalidity of any agreement provision shall not affect the validity of any other provision or provisions of this agreement.

**12. GOVERNING LAW:**

The parties agree that this agreement shall be governed and construed in accordance with the laws of the State of Georgia. This agreement has been signed in City of Fairburn, Georgia.

**13. MERGER CLAUSE:**

The parties agree that the terms of this agreement include the entire agreement between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this agreement.

(Signatures Next Page)



**IN WITNESS WHEREOF**, the parties hereto, acting through their duly authorized agents, have caused this **AGREEMENT** to be signed, sealed and delivered.

CITY OF FAIRBURN, GEORGIA

By: \_\_\_\_\_  
Elizabeth Carr-Hurst, Mayor  
City of Fairburn

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Shana Moss, Interim City Clerk  
City of Fairburn

APPROVED AS TO FORM:

\_\_\_\_\_  
Signature  
William R. (Randy) Turner  
City of Fairburn Attorney

SERVICE PROVIDER: \_\_\_\_\_

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Corporate Secretary  
(Seal)

## Certification Regarding Debarment and Suspension

### Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.



**Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Certification (B)**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

<b>Applicant</b>	<b>Date</b>
<b>Signature of Authorized Certifying Official</b>	<b>Title</b>

## **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVITS**

The City of Fairburn, Georgia and Contractor agree that compliance with the requirements of O.C.G.A. § 13-10-91, as amended, and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

The Contractor further agrees that its compliance with the requirements of O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-.02 is attested to on the executed Contractor Affidavit and Agreement attached hereto.

If employing or contracting with any subcontractor(s) in connection with this Agreement, Contractor further agrees:

1. To secure from the subcontractor(s) an affidavit attesting to the subcontractor's compliance with O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-.02; such affidavit being in the form attached hereto; and
2. To submit such subcontractor affidavit(s) to the City when the subcontractor(s) is retained, but in any event, prior to the commencement of work by the subcontractor(s).

The failure of Contractor to supply the affidavit of compliance at the time of execution of this Agreement and/or the failure of Contractor to continue to satisfy the obligations of O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-.02 as set forth in this Agreement throughout the contract period shall constitute a material breach of the contract. Upon notice of such breach, Contractor shall be entitled to cure the breach within ten days, upon providing satisfactory evidence of compliance with the terms of this Agreement and State law. Should the breach not be cured, City of Fairburn shall be entitled to all available remedies, including termination of the contract and damages.

Required Affidavits are included on the following pages.



**CONTRACTOR AFFIDAVIT & AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm or corporation which is contracting with City of Fairburn, Georgia, has registered and is participating in a federal work authorization program\* [an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the provisions established in O.C.G.A. § 13-10-91, as amended.

The undersigned further agrees that should it employ any new employees or contract with any subcontractor(s) for the physical performance of services pursuant to the contract with City of Fairburn, Georgia, the Contractor will secure from the subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91, as amended, on the attached Subcontractor Affidavit. The undersigned contractor further agrees to use the federal work authorization program throughout the contract period and to maintain records of such compliance and to provide a copy of each such verification to City of Fairburn, Georgia, at the time the subcontractor(s) is retained to perform such services.

\_\_\_\_\_  
EEV / Basic Pilot Program\* User  
Identification Number  
(<https://e-verify.uscis.gov/enroll/>)

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
By: Authorized Officer or Agent

\_\_\_\_\_  
Date of Execution Affidavit

\_\_\_\_\_  
Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_ Notary Public

My Commission Expires: \_\_\_\_\_

Note: As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau (USCIS) of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**SUBCONTRACTOR AFFIDAVIT & AGREEMENT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm or corporation which is contracting with City of Fairburn, Georgia, has registered and is participating in a federal work authorization program\* [an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the provisions established in O.C.G.A. § 13-10-91, as amended.

\_\_\_\_\_  
EEV / Basic Pilot Program\* User  
Identification Number  
(<https://e-verify.uscis.gov/enroll>)

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
By: Authorized Officer or Agent

\_\_\_\_\_  
Date of Execution Affidavit

\_\_\_\_\_  
Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_\_, DAY OF \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_, Notary Public

My Commission Expires: \_\_\_\_\_

Note: As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau (USCIS) of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



**PRIME CONTRACTOR CERTIFICATION OF NONSEGREGATED FACILITIES**

The undersigned hereby certifies that:

No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Name of Prime Contractor: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Number (if applicable): \_\_\_\_\_

Name and Title of Signer (Print or Type): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**SUBCONTRACTOR CERTIFICATION OF NONSEGREGATED FACILITIES**

The undersigned hereby certifies that:

No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Name of Prime Contractor: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Number (if applicable): \_\_\_\_\_

Name and Title of Signer (Print or Type): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**CITY OF FAIRBURN, GEORGIA**

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_  
(Corporation, Partnership or Individual)

hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

A Corporation of the State of \_\_\_\_\_, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Fairburn

\_\_\_\_\_  
(Name of Oblige)

56 Malone Street, Fairburn, Georgia 30213

\_\_\_\_\_  
(Address of Oblige)

hereinafter called Oblige;

for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract hereinafter referred to in the full and just sum of.

\_\_\_\_\_  
Dollars (\$ \_\_\_\_\_), in lawful money of the United States, for the payment of which sum, will and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Oblige.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, and faithfully perform said Contract according to its terms, covenants, and conditions, and shall promptly pay all persons furnishing labor, materials services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

ALL persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials, services, skill, tools, machinery, and equipment furnished or the subcontract completed.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and/or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within ninety (90) days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery and/or equipment were furnished, or for whom the work or labor was done or performed.

Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five (5) days of the mailing of the notice to the Principal.

PROVIDED, FURTHER, that any suit under this bond must be instituted before the expiration of one (1) year after the acceptance of the public works covered by the Contract by the proper authorities.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

[Signatures Next Page]



CITY OF FAIRBURN, GEORGIA  
ATTEST:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Principal Secretary)

(SEAL)

By: \_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Attorney-in-Fact)

\_\_\_\_\_  
Resident Agent

(SEAL)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

**BONDING AGENT CONTACT INFO**

Print Name \_\_\_\_\_

Company Name \_\_\_\_\_

E-Mail \_\_\_\_\_

Phone \_\_\_\_\_

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

**CITY OF FAIRBURN, GEORGIA**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_  
(Corporation, Partnership or Individual)

hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

a Corporation of the State of \_\_\_\_\_, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Fairburn

\_\_\_\_\_  
(Name of Oblige)

56 Malone Street, Fairburn, Georgia 30213

\_\_\_\_\_  
(Address of Oblige)

hereinafter referred to as Oblige, are held and firmly bound unto said Oblige and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum

of \_\_\_\_\_  
Dollars (\$) \_\_\_\_\_) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Oblige.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Oblige, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void, otherwise to remain in full force and effect.



PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

(Signatures Next Page)

CITY OF FAIRBURN, GEORGIA  
ATTEST:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Principal Secretary)

(SEAL)

By: \_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_  
(Attorney-in-Fact)

\_\_\_\_\_  
Resident Agent

(SEAL)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

**BONDING AGENT CONTACT INFO**

Print Name \_\_\_\_\_

Company Name \_\_\_\_\_

E-Mail \_\_\_\_\_

Phone \_\_\_\_\_

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.



## CITY OF FAIRBURN, GEORGIA LIST OF SUBCONTRACTORS

**I do \_\_\_\_\_, do not \_\_\_\_\_, propose to subcontract some of the work on this project. I propose to Subcontract work to the following subcontractors:**

[illegible]

**Company Name**\_\_\_\_\_

City of Fairburn requests a minimum of three, (3) references where work of a similar size and scope has been completed.

1. Company Name \_\_\_\_\_

Brief Description of Project \_\_\_\_\_

Completion Date \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_

E-Mail Address \_\_\_\_\_

2. Company Name \_\_\_\_\_

Brief Description of Project \_\_\_\_\_

Completion Date \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_

E-Mail Address \_\_\_\_\_

3. Company Name \_\_\_\_\_

Brief Description of Project \_\_\_\_\_

Completion Date \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Company Name \_\_\_\_\_



**FAILURE TO RETURN THIS PAGE AS PART OF BID DOCUMENT MAY RESULT IN REJECTION OF BID.**

## RENAISSANCE PARKWAY SANITARY SEWER OUTFALL

### BID ITEMS

ITEM #	DESCRIPTION	UNIT	APPROX QTY	UNIT PRICE	TOTAL
1	8" DIP CL 350 P401	LF	1500		
2	4' DIAMETER BASE	EA	7		
3	4' DIAMETER RISER	VF	130		
4	RING & COVER - SAN SEWER	EA	7		
5	4' DIAMETER BRICK INVERT	EA	7		
6	BEDDING STONE	TN	675		
7	TRACER WIRE	LF	1500		
8	TRACER TAPE	LF	1500		
9	LOW PRESSURE AIR TEST	LS	1		
10	TV INSPECTION	LS	1		
11	TIE INTO EXISTING STRUCTURE	EA	1		
12	JACK & BORE - 16" STEEL CASING	LF	2		
13	GRADING COMPLETE	LS	1		
14	EROSION CONTROL & STABILIZATION	LS	1		
		<b>TOTAL</b>		\$	

Company Name \_\_\_\_\_

**FAILURE TO RETURN THIS PAGE AS PART OF BID DOCUMENT MAY RESULT IN REJECTION OF BID.**

**BID SCHEDULE**

Note: City of Fairburn requires pricing and terms remain firm for the duration of this contract. This contract shall commence upon Notice to Proceed (NTP). All work must be completed sixty (60) days from NTP. Failure to hold pricing firm for the duration of this contract will be sufficient cause for City of Fairburn to declare bid non-responsive.

The undersigned acknowledges receipt of the following addenda, listed by number and date appearing on each:

Addendum No.	Date	Addendum	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Certificate of Noncollusion in Bid Preparation \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

In Compliance With The Attached Specifications, The Undersigned Offers And Agrees, If This Bid Is Accepted By The City of Fairburn Within Sixty (60) Days Of The Date Of Bid Opening, To Furnish Any And All Of The Items Upon Which Prices Are Quoted, At The Price Set Opposite Each Item, Delivered To The Designated Point(S) Within The Time Specified In The Bid Schedule.

The City requires that all who enter into a contract for the physical performance of services with the City must satisfy O.C.G.A. § 13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract. Further, all bidders should identify which of the three statutory employee-number categories they represent:

\_\_\_\_\_ 100 or more employees  
\_\_\_\_\_ Fewer than 100 employees

Legal Business Name \_\_\_\_\_ Federal Tax ID \_\_\_\_\_

Address \_\_\_\_\_

Does your company currently have a location within City of Fairburn? Yes ☐ No ☐

Representative Signature \_\_\_\_\_

Print Authorized Representative's Name \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

E-Mail Address \_\_\_\_\_



**CITY OF FAIRBURN, GEORGIA**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_  
(Corporation, Partnership or Individual)

hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

a Corporation of the State of \_\_\_\_\_, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Fairburn

\_\_\_\_\_  
(Name of Obligee)

56 Malone Street, Fairburn, Georgia 30213

\_\_\_\_\_  
(Address of Obligee)

Thereinafter referred to as Obligee: in the penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to City of Fairburn, Georgia, a proposal for furnishing materials, labor, and equipment for: \_\_\_\_\_

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the proposal be accepted, the

Principal shall within ten days after receipt of notification of the acceptance, execute a Contract in accordance with the Proposal and upon the terms, conditions, and prices set forth in the form and manner required by City of Fairburn, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to City of Fairburn, Georgia, each in the amount of 100% of the total Contract Price, in form and with security satisfactory to said City of Fairburn, Georgia, and otherwise, to be and remain in full force and virtue in law, and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to City of Fairburn, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

(Signatures Next Page)



**City of Fairburn, Georgia**

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A.. 36-91-1 et seq., and is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed and dated this day of \_\_\_\_\_, 20 \_\_\_\_\_

CITY OF FAIRBURN, GEORGIA  
ATTEST:

\_\_\_\_\_  
(Principal Secretary)

\_\_\_\_\_  
(Principal)

(SEAL)

By: \_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

ATTEST:

By: \_\_\_\_\_  
(Attorney-in-Fact)

\_\_\_\_\_  
Resident Agent

(SEAL)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

**\*\*\* ATTENTION\*\*\***

**FAILURE TO RETURN THE FOLLOWING DOCUMENTS MAY RESULT IN BID BEING  
DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION:**

- 1. FAILURE TO USE CITY BID SCHEDULE.**
- 2. FAILURE TO RETURN APPLICABLE COMPLIANCE SHEETS/SPECIFICATION  
SHEETS.**
- 3. FAILURE TO RETURN APPLICABLE ADDENDA.**
- 4. THE CITY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-  
RESPONSIVE BID.**



## **CITY OF FAIRBURN**

### **GENERAL INSTRUCTIONS FOR BIDDERS, TERMS AND CONDITIONS**

#### **I. PREPARATION OF BIDS:**

- A. Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.
- B. Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.
- C. Individuals, firms and businesses seeking an award of a City of Fairburn contract may not initiate or continue any verbal or written communications regarding a solicitation with any City officer, elected official, employee or other City representative without permission of the City Administrator named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the City Administrator. Violations will be reviewed by the City Administrator. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.
- D. Sample contracts (if pertinent) are attached, as are the affidavit(s) and affirmation. These do NOT have to be filled out with the bid/proposal submittal, but are contained for informational purposes only. If awarded, the successful bidder(s) will be required to complete them prior to contract execution.

#### **II. DELIVERY:**

- A. Each bidder should state time of proposed delivery of goods or services.
- B. Words such as "immediate," "as soon as possible," etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

#### **III. EXPLANATION TO BIDDERS:**

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all bidders before the close of bid. Any information given to a prospective bidder concerning an invitation for bid will be furnished to all prospective bidders as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders. The written bid documents supersede any verbal or written communications between parties. Receipt of addendum should be acknowledged in the bid.

Although the City Administrator will make every effort to send any addendum to known bidders, it is the bidder's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal. This may be accomplished via contact with the City Administrator prior to bid submittal.

#### IV. SUBMISSION OF BIDS:

- A. Bids shall be enclosed in sealed envelopes, addressed to the City of Fairburn with RENAISSANCE PARKWAY SANITARY SEWER OUTFALL, the date and hour of opening, bid number and name of the bidder on the face of the envelope. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the line item identified or City of Fairburn reserves the right to apply deduct however it deems appropriate.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the City, at no expense to the City. Unless otherwise specified, samples will be returned at the bidder's request and expense if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.
- E. Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. Manufacturer's literature may be furnished,
- F. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- G. Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The City will determine this.
- H. City of Fairburn is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by City of Fairburn. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in City construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.

1. Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act. Each page of proprietary information must be identified. Entire bid may not be deemed proprietary,

#### V. WITHDRAWAL OF BID DUE TO ERRORS:

The bidder shall give notice in writing of their claim of right to withdraw their bid without penalty due to an error within two (2) business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as



opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if they elect to withdraw their bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

Supplier has up to forty-eight (48) hours to notify the City of Fairburn, City Administrator of an obvious clerical error made in calculation of bid in order to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight (48) hour period. Suppliers who fail to request withdrawal of bid by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid may not be withdrawn otherwise.

Bid withdrawal is not automatically granted and will be allowed solely at City of Fairburn discretion.

#### **VI. TESTING AND INSPECTION:**

Since tests may require several days for completion, the City reserves the right to use a portion of any supplies before the results of the tests are determined. Cost of inspections and tests of any item, which fails to meet the specifications, shall be borne by the bidder.

#### **VII. F.O.B. POINT:**

Unless otherwise stated in the invitation to bid and any resulting contract, or unless qualified by the bidder, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

#### **VIII. PATENT INDEMNITY:**

The contractor guarantees to hold the City, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

#### **IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS (IF REQUIRED):**

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond shall be furnished to City of Fairburn for any bid as required in bid package or document. Failure to submit appropriate bonding will result in automatic rejection of bid. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation.



#### **X. AWARD:**

A. Award will be made to the lowest responsive and responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the City, and the delivery terms will be taken into consideration in making the award. The City may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract.

B. The City reserves the right to reject or accept any or all bids and to waive technicalities, informalities and minor irregularities in bids received.

C. The City reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest.

#### **XI. DELIVERY FAILURES:**

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the City Administrator, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the City Administrator, shall constitute authority for the City Administrator or to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the City within a reasonable time specified by the City Administrator for any expense incurred in excess of contract prices, or the City shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the City may penalize the contractor one percent (1 %) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the City reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the City Administrator.

#### **XII. CITY FURNISHED PROPERTY:**

No material, labor or facilities will be furnished by the City unless so provided in the invitation to bid.

#### **XIII. REJECTION AND WITHDRAWAL OF BIDS:**

Failure to observe any of the instructions or conditions in this invitation to bid may constitute grounds for rejection of bid.

#### **XIV. CONTRACT:**

Each bid is received with the understanding that the acceptance in writing by the City of Fairburn of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the bidder and the City which shall bind the bidder on their part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid. The City, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a bid package containing a City of Fairburn "Sample Contract" as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding that



City of Fairburn requires that all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "Sample Contract" in its entirety.

When the contractor has performed in accordance with the provisions of this agreement, City of Fairburn shall pay to the contractor, within thirty (30) days of receipt of any payment request based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. In the event that City of Fairburn fails to pay the contractor within sixty (60) days of receipt of a pay requested based upon work completed or service provided pursuant to the contract, the City shall pay the contractor interest at the rate of  $\frac{1}{2}\%$  per month or pro rata fraction thereof, beginning the sixty-first (61<sup>st</sup>) day following receipt of pay requests. The contractor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

#### **XV. NON-COLLUSION:**

Bidder declares that the bid is not made in connection with any other bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each bidder. Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

#### **XVI. DEFAULT:**

The contract may be canceled or annulled by the City Administrator in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or their surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on their bid, unless extended in writing by the City Administrator, shall constitute contract default.

#### **XVII. TERMINATION FOR CAUSE:**

The City may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the City's rights or remedies by law.

#### **XVIII. TERMINATION FOR CONVENIENCE:**

The City may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the City's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

**XIX. INELIGIBLE BIDDERS:**

The City may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses or other monies due to the City. Failure to respond to three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.

**XX. AMERICANS WITH DISABILITIES ACT:**

All contractors for City of Fairburn are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), City of Fairburn provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees with disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for the reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of City of Fairburn should be directed to De'Carlton Seewood, City Administrator, 56 Malone Street, Fairburn, Georgia 30213, (770) 964-2244.

**XXI. TAX LIABILITY:**

Local and state governmental entities must notify contractors of their use tax liability on public works projects. Under Georgia law, private contractors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty, e.g., the installation of sheetrock, it becomes taxable to the private contractor.

See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63

**XXVIII. STATE LAW REGARDING WORKER VERIFICATION:**

State Law requires that all who enter into a contract for the physical performance of services with the City must satisfy O.C.G.A. § 13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract. By submitting a proposal to the City, contractor agrees that, in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are in compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02. Such attestation(s) shall be maintained and may be inspected by the City at any time. Any such attestation shall become a part of the contractor/subcontractor agreement.

An affidavit of such compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 will be initiated by the City, signed by the contractor, and will become part of the contract.

**XXIX. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:**

It is the policy of City of Fairburn that unauthorized aliens shall not be employed to perform work on City contracts involving the physical performance of services. Therefore, the City shall not enter into a contract for the physical performance of services within the State of Georgia unless the contractor shall



provide evidence on City-provided forms that it and its subcontractors have registered for and are participating in the federal work authorization program as defined by O.C.G.A. § 13-10-90(2) to verify information of all new employees. The City Administrator with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with O.C.G.A. § 13-10-91 and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the physical performance of services where more than three (3) persons are employed on the City contract. Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the City Administrator shall report same to the Department of Homeland Security.

A contractor's failure to participate in the federal work authorization program as defined by O.C.G.A. § 13-10-90(2) may be sanctioned by termination of the contract. If it is determined that a subcontractor is not participating in the federal work authorization program as defined by O.C.G.A. § 13-10-90(2), City of Fairburn may direct the contractor to terminate that subcontractor. A contractor's failure to follow City of Fairburn instruction to terminate a subcontractor that is not participating in the federal work authorization program as defined by O.C.G.A. § 13-10-90(2) may be sanctioned by termination of the contract.

The above requirements shall be in addition to the requirements of state and federal law, and shall be construed to be in conformity with those laws.

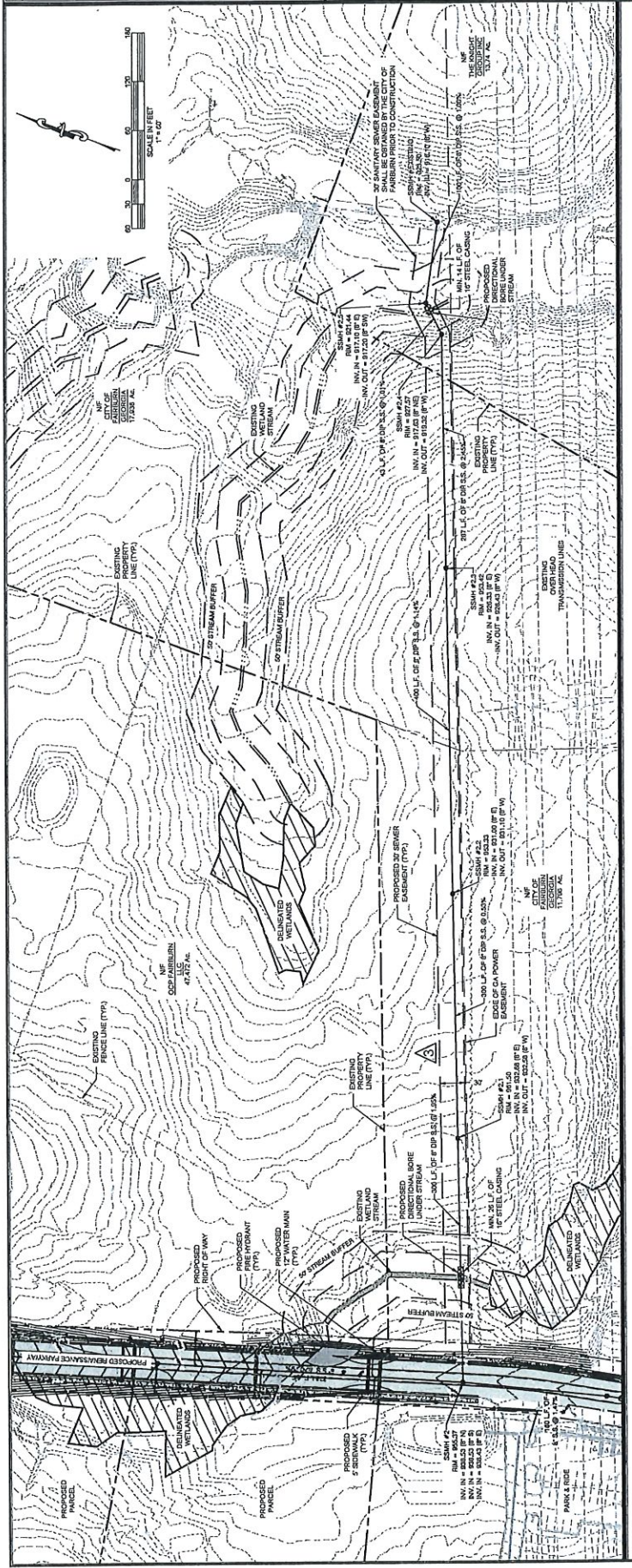


NO.	REVISION	DATE
1	ISSUED FOR CITY COMMENTS	8/17/18
2		
3		
4		
5		
6		
7		
8		
9		
10		

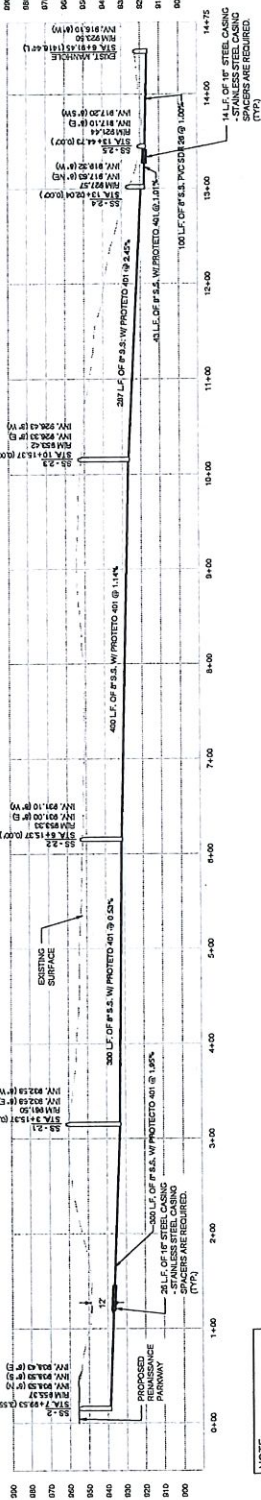
**HARRIS GRAY, LLC**  
 ENGINEERS • SURVEYORS • PLANNERS  
 424 BROAD AVENUE • WEST POINT, GEORGIA 31336  
 PHONE: (706) 848-1818

RENAISSANCE PARKWAY  
 ROAD CONSTRUCTION  
 P&P - SS (TIE TO EXISTING)

DATE	3/26/2018
DRAWN BY	SS
CHECKED BY	SS
FILE NAME	101181
JOB NO.	101181
SHEET NO.	14 OF 25



SANITARY SEWER (TIE TO EXISTING)  
 (VERTICAL SCALE 1" = 30')  
 (HORIZONTAL SCALE 1" = 60')



NOTE:  
 ALL UP-TO-SANITARY SEWER SHALL  
 BE CONSTRUCTED WITH 18\"/>



**CITY OF FAIRBURN  
INVITATION FOR BID**

IFB # 19-001 – RENAISSANCE PARKWAY SANITARY SEWER OUTFALL

*April 24, 2019*

The City of Fairburn will accept sealed bids from qualified Contractors for furnishing all labor, equipment, and materials necessary to complete the **RENAISSANCE PARKWAY SANITARY SEWER OUTFALL PROJECT - #19-001**. The work includes the installation of approximately 1,500 linear feet of eight-inch DIP sanitary sewer line and five manholes from an existing manhole to the proposed Renaissance Parkway, which will run parallel to SR 74/Senoia Road. All work must be completed within (60) calendar days of the Notice to Proceed with Construction (NTP).

Bids will be received at the City of Fairburn at City Hall, 56 Malone Street, Fairburn, Georgia 30213 (phone: 770-964-2244) **until 3:00 PM, Wednesday, May 29, 2019**, at which time the bids will be opened and read aloud. No bid may be modified, withdrawn, or canceled for a period of 60 days after time designated for receipt of Bids or until notified by Owner, whichever is sooner. The City reserves the right to reject any and all bids and to waive irregularities, technicalities, and informalities.

Bidding documents may be viewed or purchased at the office of the City Engineer, 26 West Campbellton Street, Suite 110, Fairburn, Georgia 30213. Contact Ms. Marceia Lindley at 770-964-2244 (ext. 305) to order bid packages. Bid packages are \$10 per CD or \$20 per hardcopy. Payment must be received prior to delivery. Questions of a technical nature should be submitted in writing to the City of Fairburn via electronic mail, attention Lester Thompson: [lthompson@fairburn.com](mailto:lthompson@fairburn.com).

**BID OPENING RESULTS**  
**IFB 19-001 RENAISSANCE PARKWAY SANITARY SEWER OUTFALL**  
**CITY OF FAIRBURN, GEORGIA**

**BID OPENING: MAY 29, 2019 - 3:00 P.M.**

	PLAN HOLDERS	BID BOND	ADDENDUM #1	BID AMOUNT
1	AM Construction			
2	Strack, Inc.	✓	✓	\$348,840.00
3	TW Brown Contracting			
4	United Consulting			
5	ConstructConnect			
6	Lewis Contracting Services			
7	The Renee Group			
8	Universal Underground Utility Contractors			
9	The Blue Book Building & Construction Network			
10	Anderson Grading & Pipeline			
11	Crawford Grading & Pipeline, Inc.	✓	✓	\$310,615.00

**Notes:**

1 Acknowledged addendum #1

Bids were opened and read aloud in accordance with the project advertisement and invitation for bid. Unit price calculations and certifications will be verified and a certified tabulation release at a later date.

LESTER THOMPSON

MARCEIA LINDLEY



**FAILURE TO RETURN THIS PAGE AS PART OF BID DOCUMENT MAY RESULT IN REJECTION OF BID.**

## RENAISSANCE PARKWAY SANITARY SEWER OUTFALL

### BID ITEMS

ITEM #	DESCRIPTION	UNIT	APPROX QTY	UNIT PRICE	TOTAL
1	8" DIP CL 350 P401	LF	1500	\$73.00	\$109,500.00
2	4' DIAMETER BASE	EA	7	\$4,000.00	\$28,000.00
3	4' DIAMETER RISER	VF	130	\$1.00	\$130.00
4	RING & COVER - SAN SEWER	EA	7	\$1,150.00	\$8,050.00
5	4' DIAMETER BRICK INVERT	EA	7	\$200.00	\$1,400.00
6	BEDDING STONE	TN	675	\$36.00	\$24,300.00
7	TRACER WIRE	LF	1500	\$0.14	\$210.00
8	TRACER TAPE	LF	1500	\$0.05	\$75.00
9	LOW PRESSURE AIR TEST	LS	1	\$3,750.00	\$3,750.00
10	TV INSPECTION	LS	1	\$3,000.00	\$3,000.00
11	TIE INTO EXISTING STRUCTURE	EA	1	\$1,000.00	\$1,000.00
12	JACK & BORE - 16" STEEL CASING	LF	40	\$600.00	\$24,000.00
13	GRADING COMPLETE	LS	1	\$88,000.00	\$88,000.00
14	EROSION CONTROL & STABILIZATION	LS	1	\$19,200.00	\$19,200.00
			<b>TOTAL</b>	<b>\$ 310,615.00</b>	

**ESTIMATED TIME OF COMPLETION IS SATURDAY AUGUST 31ST, 2019**

Company Name Crawford Grading & Pipeline, Inc.



## **RENAISSANCE PARKWAY SANITARY SEWER OUTFALL**

**PROJECT NUMBER 19-001**

**City of Fairburn  
56 Malone Street  
Fairburn, Georgia 30213**



**SERVICE PROVIDER CONTRACT  
RENAISSANCE PARKWAY SANITARY SEWER OUTFALL**

This **AGREEMENT** made and entered into this day of July 22<sup>nd</sup>, 2019 by and between **City of Fairburn, Georgia** (Party of the First Part, hereinafter called the "Owner"), and, **Crawford Grading & Pipeline, Inc.** (Party of the Second Part, hereinafter called the "Service Provider").

**NOW THEREFORE**, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

**1. TERM:**

This contract shall commence upon Notice to Proceed. All work must be completed within sixty (60) calendar days of the Notice to Proceed with Construction (NTP).

**2. ATTACHMENTS:**

Copies of the Service Provider's proposal, including all drawings, specifications, price lists, Instructions to Bidders, General Conditions, Special Provisions, and Detailed Specifications submitted to the Owner during the Bid process (hereinafter collectively referred to as the "Bid ") are attached hereto and are specifically incorporated herein by reference. In the event of a conflict between the Owner's contract documents and the Bid, the Owner's contract documents shall control.

**3. PERFORMANCE:**

Service Provider agrees to furnish all skill and labor of every description necessary to carry out and complete in good, firm and substantial, workmanlike manner, the work specified, in strict conformity with the Bid.

**4. PRICE:**

As full compensation for the performance of this Contract, the Owner shall pay the Service Provider for the actual quantity of work performed. Bid amount shown on Exhibit A is the total obligation of the City pursuant to OCGA section 36-60-13 (a) (3). The fees for the work to be performed under this agreement shall be charged to the Owner in accordance with the rate schedule referenced in the Bid. The Owner agrees to pay the Service Provider following receipt by the Owner of a detailed invoice, reflecting the actual work performed by the Service Provider.

**5. INDEMNIFICATION AND HOLD HARMLESS:**

Service Provider agrees to protect, defend, indemnify, and hold harmless the City, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent errors, acts, or omissions of the Service Provider. Service Provider's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

Service Provider further agrees to protect, defend, indemnify, and hold harmless the City, its commissioners, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Service Provider.

**6. TERMINATION FOR CAUSE:** The City may terminate this agreement for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Agreement. Such termination shall be without prejudice to any of the City's rights or remedies provided by law.

**7. TERMINATION FOR CONVENIENCE:**

The City may terminate this Agreement for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the City's termination of this Agreement for convenience, the Service Provider will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

**8. AGREEMENT NOT TO DISCRIMINATE:**

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subservice provider, providing that the foregoing provisions shall not apply to contracts or subservice providers for standard commercial supplies of raw materials.

**9. ASSIGNMENT:**

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or their right, title, or interest therein to any person, firm, or corporation without the previous consent of the Owner in writing.

**10. WAIVER:**

A waiver by either party of any breach of any provision, term, covenant, or condition of this agreement shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

**11. SEVERABILITY:**

The parties agree that each of the provisions included in this agreement is separate, distinct and severable from the other and remaining provisions of this agreement, and that the invalidity of any agreement provision shall not affect the validity of any other provision or provisions of this agreement.

**12. GOVERNING LAW:**

The parties agree that this agreement shall be governed and construed in accordance with the laws of the State of Georgia. This agreement has been signed in City of Fairburn, Georgia.

**13. MERGER CLAUSE:**

The parties agree that the terms of this agreement include the entire agreement between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this agreement.

(Signatures Next Page)



**IN WITNESS WHEREOF**, the parties hereto, acting through their duly authorized agents, have caused this **AGREEMENT** to be signed, sealed and delivered.

CITY OF FAIRBURN, GEORGIA

By: \_\_\_\_\_  
Elizabeth Carr-Hurst, Mayor  
City of Fairburn

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Shana Moss, Interim City Clerk  
City of Fairburn

APPROVED AS TO FORM:

\_\_\_\_\_  
Signature  
William R. (Randy) Turner  
City of Fairburn Attorney

SERVICE PROVIDER: \_\_\_\_\_

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Corporate Secretary  
(Seal)