



CITY OF FAIRBURN
CITY HALL
56 Malone Street
Fairburn, GA 30213
July 23, 2018
6:00 PM

WORKSHOP AGENDA

- I. Meeting Called to Order: **The Honorable Elizabeth Carr-Hurst, Mayor**
- II. Roll Call: Interim City Clerk
- III. Presentations: None
- IV. Discussions:
 - 1. Hotel/Motel Tax Audit Ms. Donna M. Gayden
- V. Review of Agenda Items for Council Session:
- VI. Executive Session Mayor and Councilmembers
- VII. Adjournment

When an Executive Session is required, one will be called for the following issues:
(1) Litigation (2) Personnel, and (3) Real Estate.



CITY OF FAIRBURN
CITY HALL
56 Malone Street
Fairburn, GA 30213
July 23, 2018

Regular Agenda

The Honorable Mayor Elizabeth Carr-Hurst, Presiding

The Honorable Mayor Pro-Tem James Whitmore
The Honorable Alex Heath
The Honorable Pat Pallend

The Honorable Linda J. Davis
The Honorable Hattie Portis-Jones
The Honorable Ulysses J. Smallwood

Ms. Donna M. Gayden
Mr. Randy Turner

City Administrator
City Attorney

- | | | |
|------|--------------------------|--|
| I. | Meeting Called to Order: | The Honorable Mayor Carr-Hurst |
| II. | Roll Call: | Interim City Clerk |
| III. | Invocation: | Pastor Charles Ramsey
St. John AME Church |
| 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.

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|-------|--|----------------|
| VII. | Adoption of the Council Agenda: | Councilmembers |
| VIII. | Adoption of Consent Agenda Items: | Councilmembers |
| IX. | Adoption of City Council Minutes:
July 16, 2018 Minutes | Councilmembers |
| X. | Public Hearing: | |

Planning and Zoning

Ms. Tarika Peek

Rezoning 18RZ-003-Miller Development Company. For Mayor and Council to deny a request to rezone 1.004 acres from PD (Planned Development) to remove the condition that prohibits Major Group 55 uses in the area designated as commercial in Ordinance No. 98-07.

XI. Agenda Items:

1. Office of the City Administrator

Ms. Donna M. Gayden

The City of Fairburn is hiring a permanent Police Chief. The City advertised the position, conducted interviews and selected a permanent Police Chief.

2. Office of the Mayor.

Mayor Elizabeth Carr-Hurst

Consideration and action on appointment to Fairburn Housing Authority.

3. Utilities

Mr. Tom Ridgway

For Mayor and Council to approve an agreement with Yancey Power Systems for \$16,825.92 over a three-year period for the maintenance of the City's electric generators servicing the sewer lift stations.

4. Engineering

Mr. Lester Thompson

For Mayor and Council to approve Supplemental Agreement No. 2 to the Project Framework Agreement (PFA) with the Georgia Department of Transportation (GDOT) for the I-85 @ SR 74 Interchange Project, for a project increase of \$187,500, which is reimbursable.

5. Engineering

Mr. Lester Thompson

For Mayor and Council to approve Task Order #4 with Moreland Altobelli for Construction Management Services on the Oakley Industrial Boulevard & Bohannon Road Full-Depth Reclamation Project (18-002).

6. Community Development

Mr. Lester Thompson

For Mayor and Council to approve the Lightning Community Development Study Contract Award with Robert and Company for an amount of \$59,240.

7. Engineering

Mr. Lester Thompson

For Mayor and Council to approve the Memorandum of Agreement for the Development of the South Fulton Comprehensive Transportation Plan and the local match of \$9,091.17.

8. Police Department

Interim Chief Anthony Bazydlo

For Mayor and Council to approve equipment needed to outfit two new police vehicles. These vehicles were purchased from seized funds.

XII. Council Comments:

XIII. Adjournment



CITY OF FAIRBURN
CITY HALL
56 Malone Street
Fairburn, GA 30213
July 16, 2018
7:00 P.M.

Regular Minutes

The Honorable Mayor Elizabeth Carr-Hurst, Presiding

The Honorable Mayor Pro-Tem James Whitmore
The Honorable Alex Heath
The Honorable Pat Pallend

The Honorable Linda J. Davis
The Honorable Hattie Portis-Jones
The Honorable Ulysses J. Smallwood

Ms. Donna M. Gayden
Mr. Randy Turner

City Administrator
City Attorney

- I. Meeting Called to Order: The Honorable Mayor Carr-Hurst
- II. Roll Call: Interim City Clerk
All members of council were present with the exception of Councilman Pat Pallend.
Mayor Pro-Tem James Whitmore arrived at the Mayor and Council Workshop at 6:15 p.m.
- 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.

1. Mr. James Sumners, addressed Mayor and Council and stated he was in support of the Marijuana Ordinance that was discussed during workshop. This ordinance

would make an ounce or less of marijuana a misdemeanor instead of a felony. Mr. Sumners further stated he hope Mayor and Council will pass this ordinance.

2. Mrs. Lavon Morris-Grant, addressed Mayor and Council and said she was representing the Macosh Healing Network. She wanted to thank Ms. Chapin Payne, and her staff for assisting a domestic violence family. Mrs. Morris-Grant said a family was homeless and was sleeping in their vehicle at Duncan Park, Ms. Payne and her staff referred the family to her. The Macosh Healing Network found housing in Fairburn and the family's rent is paid advance for three months. Mrs. Morris-Grant further stated, this is a great example of what can be accomplished if we all work together.
3. Mr. Ronald Smith, addressed Mayor and Council and stated he wanted to withdraw his comments. He spoke with Councilwoman Davis, who gave him the contact information for Parks and Recreation Director Ms. Chapin Payne. Mr. Smith stated he would meet with Ms. Payne before he addressed Mayor and Council.
4. Mr. Horace Cooper, addressed Mayor Council and stated he just wanted to say, "Thank You." He said City Hall is beautiful with the renovations and you can tell a woman's touch. He likes the way things are being done in Fairburn, and he is happy about the way the Mayor and Council Meetings are conducted. Mr. Cooper further stated he is in favor of the marijuana ordinance. in his profession he witnesses someone who has been affected by an irresponsible decision they made from their past.

VII. Adoption of the Council Agenda: Councilmembers
Motion to approve the agenda was made by Councilman Heath, and the motion was seconded by Councilman Smallwood. Vote: (5-0) Motion Carried.

VIII. Adoption of Consent Agenda Items: Councilmembers
Motion to approve consent agenda items; #3, #4, #5 and #6 was made by Councilman Smallwood and the motion was seconded by Councilwoman Davis.
Vote: (5-0) Motion Carried.

IX. Adoption of City Council Minutes: Councilmembers
Motion to approve minutes from the June 11th, 2018 meeting was made by Mayor Pro-Tem Whitmore, the motion was seconded by Councilwoman Davis.
Vote: (5-0) Motion Carried.

X. Public Hearing: None

XI. Agenda Items:

1. MEAG Representatives

Mr. Stuart Jones

Ratification of the General Resolution projects subordinated bonds (MEAG). Mr. Stuart Jones stated MEAG Power was created in 1975 and the City of Fairburn is a charter member. The ratification that was signed by Mayor Carr-Hurst does not create new debt, this lowers the cost by lowering interest rates on the initial four bonds for the city. Mr. Jones provide a payout schedule for the existing bonds. Project One will be paid off in 2026, Project 2 in 2028, Project 3 in 2030 and Project 4 in 2033. Mr. Jones advised Mayor and Council to take a tour of Plant Vogtle, coordinators for this tour will be Attorney Randy Turner and Mr. Jones. Motion to approve ratification was made by Councilwoman Portis-Jones and the motion was seconded by Councilman Heath.

2. Office of the City Administrator Ms. Donna M. Gayden
For Mayor and Council to appoint Mrs. Keisha McCullough as permanent City Clerk for the City of Fairburn. Ms. Gayden introduced Mrs. Keisha McCullough and stated her first day will be August 6, 2018. Mrs. McCullough said she is grateful for the opportunity and is excited to begin working.

3. Office of the City Clerk Ms. Shana Moss
Consent Agenda Item, the motion was made by Councilman Smallwood, the motion was seconded by Councilwoman Davis. Vote: (5-0) Motion Carried.

Recertification of the City of Fairburn as a City of Ethics. City of Ethics is a program administered through GMA, and is created on five principles that the Mayor and Council pledges to adhere to. The five principles are:

- Serve Others, Not Ourselves
- Use Resources with Efficiency and Economy
- Treat All People Fairly
- Use the Power of our Position for the well being of our constituents
- Create an Environment of Honesty, Openness and Integrity

The city will receive their recertification award at the Mayors' Day Conference in January 2019.

4. Utilities Mr. Tom Ridgway
Consent Agenda Item, the motion was made by Councilman Smallwood, the motion was seconded by Councilwoman Davis. Vote: (5-0) Motion Carried.

For Mayor and Council to approve a contract with Marable-Pirkle, Inc., a utility services contractor for the removal of overhead wiring, light fixtures and poles from the Atlanta-Fulton County School System's South Fulton Bus Facility in the amount of \$23,770.00.

5. Utilities Mr. Tom Ridgway
Consent Agenda Item, the motion was made by Councilman Smallwood, the motion was seconded by Councilwoman Davis. Vote: (5-0) Motion Carried.

For Mayor and Council to approve purchases for Irby totaling \$72,506.74 for materials needed for the conversion of overhead electric service to underground service on Dodd Street.

6. Parks and Recreation Ms. Chapin Payne
Consent Agenda Item, this motion was made by Councilman Smallwood, the motion was seconded by Councilwoman Davis. Vote: (5-0) Motion Carried.

Mental Fitness, 21st Century Learning, Inc. Usage Agreement. For Mayor and Council to review and approve the usage agreement for Mental Fitness, 21st Century Learning, Inc.'s afterschool and summer camp program. Ms. Chapin stated there was a slight increase due to proration for the summer months. July's payment is \$750.00, August payment is \$ 730.00 and the remaining months is \$682.00

7. Fulton County Department of Community Development Ms. Donna Gayden
Ratification for approval to receive \$ 61,637.00 from CDBG. Ms Gayden asked for approval to accept the CDBG. Motion to approve was made by Councilwoman Davis and the motion was seconded by Councilman Smallwood.
Vote: (5-0) Motion Carried.

XII. Council Comments:

Mayor Pro-Tem Whitmore, reported he attended the GMA Conference in Savannah in June. He learned a lot and is always appreciative of the opportunity to learn more. He congratulated Councilman Heath on receiving two awards which are, over 120 hours of leadership and also the Knox Municipal Leadership Institute.

Councilman Heath, stated he was excited to receive his awards. The Knox Leadership Institute is a rigorous intensive multi-day seminar that focuses on helping city officials enhance and sharpen their leadership skills. He is thankful for the opportunity to be able to take classes and learn to help the City of Fairburn.

Councilwoman Davis-No Comments.

Councilman Smallwood stated he is passionate about second chances, he works with a mentoring group and he see how this ordinance could change lives. He had accolades for Ms. Payne and Mr. Stokes and their teams, regarding the aesthetics of Duncan Park. His wife's family had their family reunion at the park, the park was pristine and the family enjoyed their surroundings. He thanked Interim Chief Bazdylo for the great job he and the officers are doing in the city. He thanked Ms. Peeks and the P&Z team.

Councilwoman Portis-Jones, thanked Mr. Sumners and Mr. Cooper for their support of the marijuana ordinance. She is also hosting her family reunion this weekend at Duncan Park and she is excited to showcase the park to her family. She congratulated

Fire Chief Reed for being showcased in the Real HERO Magazine. Also, she congratulated Mayor Carr-Hurst and City Administrator, Ms. Gayden for being featured in the South Fulton Magazine, the article was great. She congratulated new City Clerk, Mrs. Keisha McCullough and she is looking forward to working with her. Also, she thanked Interim City Clerk, Shana T. Moss. She stated there would be a Voter Education and Registration Training on Tuesday July 17th, 2018 at 6:30 p.m. at St. James A.M.E.

Mayor Carr-Hurst, thanked staff members who trekked to Montgomery, for the Homegoing Service for her Brother-in-Law. She thanked Mayor Pro-Tem James and Dr. Patricia Whitmore, Ms. Jessica Davis, Ms. Donna M. Gayden, and Chief John Reed, Jr. for coming to support her and her family. She is proud of the article in the South Fulton Magazine, this provides exposure for the City of Fairburn. She thanked Councilwomen Davis and Portis-Jones for attending a Fulton County Board of Elections and Registrations meeting. Fulton County has made a lot of errors regarding the election and Fairburn has voiced their concerns.

XIII. Executive Session: None

XIV. Adjournment: With no further business of the city, the meeting was adjourned at 7:45 p.m.

*When an Executive Session is required, one will be called for the following issues:
(1) Personnel (2) Real Estate and (3) Personnel



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

SUBJECT: REZONING 18RZ-003 - Miller Development Company

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

Planning and Zoning Commission: 07.10.18

Mayor and City Council: 07.23.18

DEPARTMENT: Community Development Department/Planning and Zoning Office

BUDGET IMPACT: None

PUBLIC HEARING: (X) Yes () No

Miller Development Company seeks to rezone 1.004 acres located at 0 Senoia Road/Hwy 74 (Intersection of Meadow Glen Pkwy and Senoia Road/Hwy 74) from **PD (Planned Development)** to **PD (Planned Development)** to remove the condition that prohibits Major Group 55 uses in the area designated as commercial in Ordinance No. 98-07.

STAFF RECOMMENDATION: DENIAL

PLANNING AND ZONING COMMISSION RECOMMENDATION: DENIAL

Donna M. Gayden, City Administrator

Elizabeth Carr-Hurst, Mayor

APPLICATION INFORMATION

Rezoning Petition 18RZ-003

APPLICANT/PETITIONER INFORMATION

Property Owner

White Brookwood, LLC

Petitioner

Miller Development Company

PROPERTY INFORMATION

Address, Land Lot, and District:

Senoia Road/Hwy 74, [parcel no. 09F070000271062],
Land Lot 27 and District 9F

Frontage:

Senoia Road/Hwy 74

Area of Property:

1.004 acres

Existing Zoning and Use:

PD (Planned Development), Undeveloped

Overlay District:

Highway 74 Overlay District

**2035 Comprehensive Future
Land Use Map Designation:**

Highway Mixed Use

Proposed Zoning:

PD (Planned Development District)

MEETING AND HEARING DATES

**Planning and Zoning Commission
Meeting**

July 10, 2018

**Mayor and City Council
Public Hearing**

July 23, 2018

INTENT

To rezone 1.004 acres from PD (Planned Development District) to PD (Planned Development District) to remove the condition that prohibits Major Group 55 uses in the area designated as commercial in Ordinance No. 98-07.

EXISTING LAND USE AND ZONING OF ABUTTING PROPERTIES

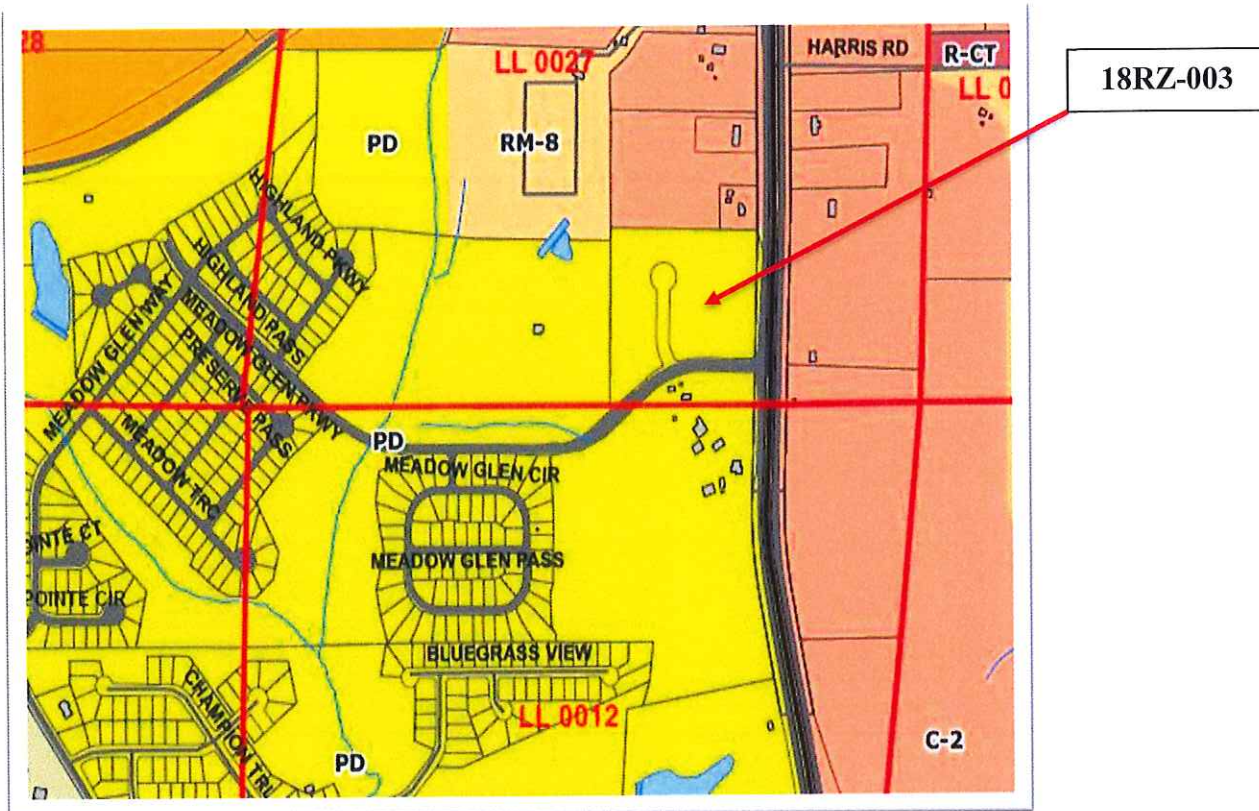
North: C-2 (General Commercial District)

East: C-2 (General Commercial District) and RM-8 (Multi-family Residential District)

South: PD (Planned Development District), C-2 (General Commercial District) and O&I (Office Institutional)

West: PD (Planned Development District)

Zoning Map



ZONING IMPACT ANALYSIS

A. Does the proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?

As stated in the applicant's letter of intent, the applicant is proposing to develop an O'Reilly Auto Parts retail store. The proposed auto part retail store will be 7,225 square feet with associated parking and stormwater management facility. The property is located in the Highway 74 Overlay District.

In February 1998, the City of Fairburn City Council approved the annexation and rezoning of the subject property from Fulton County AG-1 and C-2 to PD (Planned Development District) with conditions. The proposed development of the subject property included 86.948 acres of single-family detached residential, 26.211 acres of multi-family residential, 31.854 acres of commercial and 13.052 acres of industrial, which is now known as the Meadow Glen Planned Development. The conditions prohibited Major Group 55 and Major Group 75 as well as all conditional uses under the C-2 (General Commercial District) regulations in the areas designated for commercial uses on the conceptual site plan. (See attached Annexation Exhibit and Conceptual Plan)

The 1987 Standard Industrial Classification Manual (SIC) Major Group 55 and Major Group 75 consist of industries in the following categories: retail dealers selling new and used automobiles, boats, recreational vehicles, utility trailers, and motorcycles including mopeds; those selling new automobile parts and accessories; and gasoline service stations; automobile repair shops maintained by establishments engaged

in the sale of new automobile are also included; establishments primarily engaged in selling used automobile parts in wholesale trade and industrial and establishments primarily engaged in furnishing automobile repair, rental, leasing, and parking services to the general public. All of the above-mentioned uses are prohibited in the areas of the subject property designated as commercial.

Based on the condition from the 1998 rezoning petition, Ordinance No. 98-07, the proposed use of the property for the sale of new automobile tires, batteries, and other automobile parts and accessories is not suitable for the Meadow Glen Planned Development.

B. Does the proposal adversely affect the existing use or usability of adjacent or nearby property?

The staff is of the opinion that the proposal if approved will not have an adverse impact on the use or usability of adjacent or nearby properties. The surrounding area consists of: C-2 (General Commercial District) to the north; PD (Planned Development District), C-2 (General Commercial District) and O&I (Office Institutional) to the south; C-2 (General Commercial District) and RM-8 (Multi-family Residential District) to the east and PD (Planned Development District) to the west.

C. Does the property have a reasonable economic use as currently zoned?

The staff is of the opinion that the subject property has a reasonable economic use as currently zoned.

D. Will the proposal result in a use that could cause excessive or burdensome use of existing streets, transportation facilities, utilities or schools?

The 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.

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

The staff is of the opinion that the proposal is consistent with the Future Development Map, which designates the property as Highway Mixed Use. The applicant is requesting to remove a zoning condition which prohibits the use of the subject property for the sale of new automobile tires, batteries, and other automobile parts and accessories. There is no change to the existing zoning designation of the subject property.

Highway Mixed Use Development Strategies

- Vibrant commercial corridors that provide a comprehensive array of goods and services to Fairburn residents as well as Coweta and Fayette County residents
- Smaller scale, walkable retail centers with a variety of stores and shops
- Developments that are accessible and safe for pedestrians and cyclists, as well as automobiles
- To promote a variety of housing types in the area
- Limit multi-family densities to no more than 16 units/acre.
- Building height should be limited to three (3) stories
- Multi-family and townhouses should be used as a transition from the intense commercial use to the residential uses

Appropriate Land Use

- Retail Sales of Goods (Clothing, Shoes, Accessories, Gifts, Sporting Goods, etc.)
- Grocery Stores

- Restaurants/Cafés
- Drug Stores/Pharmacies
- Dry Cleaners
- Medical and Professional Offices/Other Service Providers
- Theaters
- Multi-family Residential and Townhouses

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?

The 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 or denial 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?

The 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.

STAFF RECOMENDATION

It is the opinion of staff that the rezoning request is in conformity with the current Future Land Map, which recommends Highway Mixed Use. However, zoning conditions specified in Ordinance 98-07 prohibit the use of the property for the sale of new automobile tires, batteries, and other automobile parts and accessories (Major Group 55). Therefore, based on this reason, staff recommends **DENIAL** of the rezoning petition.

Should the Mayor and City Council decide to rezone the subject property from PD (Planned Development District) to PD (Planned Development District) to remove the condition that prohibits Major Group 55 uses in the area designated as commercial, staff recommends the approval be subject to the following conditions:

The applicant's agreement to these conditions would not change staff recommendations. These conditions shall prevail unless otherwise stipulated by the Mayor and City Council.

1. To restrict the use of the subject property as follows:
 - a. Retail store and accessory uses
 - b. Permitted uses under C-2 (General Commercial District), excluding automobile repair shops, including painting and body repair, recycling centers, heavy equipment leasing and renting, and all C-2 (General Commercial District) uses requiring the approval of a Use Permit.
2. To provide the following site development standards:

- a. The development shall meet the requirements of Chapter 80. Article II. Section 80-90 Highway 74 Overlay District standards unless a variance is granted through the normal variance procedures.
- b. Inter-parcel access shall be provided between adjacent properties.

ATTACHMENTS

Letter of Intent

SIC Major Group 55 and Major Group 75

Conceptual Site Plan

Annexation Exhibit and Concept Plan

Miller Development Company

Attn. Scott Smith
728 Shades Creek Parkway, Ste. 130
Birmingham, Alabama 35209
205-281-5053

Tarika Peek

Senior Planner/Zoning Administrator
City of Fairburn
Planning & Zoning
Office: 26 West Campbellton Street | City Hall: 56 Malone Street
Fairburn, GA 30213
Phone: 770.964.2244 ext. 120 | Fax: 770.306.6919 | Website: www.fairburn.com

Re: Letter of Intent

To whom it may concern:

Miller Development Company has one (1) acre under contract on the North West corner of Highway 74 and Meadow Glen Parkway. This property is zoned PD. Under the City of Fairburn Ordinance No. 98-07, Major Group 55 prohibits the sale of new auto parts under zoning PD. We are proposing to develop an Oreilly Auto Parts at this location.

Miller Development company is humbly submitting a request to the City of Fairburn to consider 1) keeping the zoning PD, but remove the restriction to sale auto parts or 2) keeping the zoning PD as well as the restrictions, but allowing an Oreilly Auto Parts at this location.

We really appreciate all of the assistance on this matter and look forward to working with the City of Fairburn.

Sincerely,



Scott Smith
205-281-5053

Major Group 55.—AUTOMOTIVE DEALERS AND GASOLINE SERVICE STATIONS

The Major Group as a Whole

This major group includes retail dealers selling new and used automobiles, boats, recreational vehicles, utility trailers, and motorcycles including mopeds; those selling new automobiles and accessories; and gasoline service stations. Automobile repair shops maintained establishments engaged in the sale of new automobiles are also included. Establishments primarily engaged in selling used automobile parts are classified in Wholesale Trade, Industry 5015.

Industry
Group
No.

MOTOR VEHICLE DEALERS (NEW AND USED)

5511 Motor Vehicle Dealers (New and Used)

Establishments primarily engaged in the retail sale of new automobiles or new and used automobiles. These establishments frequently maintain repair departments and carry stocks of replacement parts, tires, batteries, and automotive accessories. These establishments also frequently sell pickups and vans at retail.

Automobile agencies (dealers)—retail
Automobiles, new and used—retail
Cars, new and used—retail

Motor vehicle dealers, new and used
cars—retail
Pickups and vans, new and used—retail

MOTOR VEHICLE DEALERS (USED ONLY)

5521 Motor Vehicle Dealers (Used Only)

Establishments primarily engaged in the retail sale of used cars only, with no sales of new automobiles. These establishments also frequently sell used pickups and vans at retail.

Antique autos—retail
Automobiles, used cars only—retail
Motor vehicle dealers, used cars only—retail

Pickups and vans, used only—retail

AUTO AND HOME SUPPLY STORES

5531 Auto and Home Supply Stores

Establishments primarily engaged in the retail sale of new automobile tires, batteries, and other automobile parts and accessories. Such establishments frequently sell a substantial amount of home appliances, radios, and television sets. Establishments dealing primarily in used parts are classified in Wholesale Trade, Industry 5015. Establishments primarily engaged in both selling and installing such automotive parts as transmissions, mufflers, brake linings, and glass are classified in Services, Industry Group 753.

Automobile accessory dealers—retail
Automobile air-conditioning equipment, sale and installation—retail
Automobile parts dealers—retail
Battery dealers, automobile—retail

Speed shops—retail
Tire dealers, automotive—retail
Tire, battery, and accessory dealers—retail

Industry
Group
No.
554

GASOLINE SERVICE STATIONS

5541 Gasoline Service Stations

Gasoline service stations primarily engaged in selling gasoline and lubricating oils. These establishments frequently sell other merchandise, such as tires, batteries, and other automobile parts, or perform minor repair work. Gasoline stations combined with other activities, such as grocery stores, convenience stores, or carwashes, are classified according to the primary activity.

Automobile service stations—retail
Filling stations, gasoline—retail
Gasoline and oil—retail
Marine service stations—retail
Service stations, gasoline—retail
Truck stops—retail

BOAT DEALERS

5551 Boat Dealers

Establishments primarily engaged in the retail sale of new and used motor boats and other watercraft, marine supplies, and outboard motors.

Boat dealers—retail
Marine supply dealers—retail
Motorboat dealers—retail
Outboard motor dealers—retail

RECREATIONAL VEHICLE DEALERS

5561 Recreational Vehicle Dealers

Establishments primarily engaged in the retail sale of new and used motor homes, recreational trailers, and campers (pickup coaches). Establishments primarily engaged in the retail sale of mobile homes are classified in Industry 5271, and those selling utility trailers are classified in Industry 5599.

Campers (pickup coaches) for mounting on trailers—retail
Motor home dealers—retail
Recreational vehicle dealers—retail

Recreational vehicle parts and accessories—retail
Travel trailers, automobile—new and used—retail

MOTORCYCLE DEALERS

5571 Motorcycle Dealers

Establishments primarily engaged in the retail sale of new and used motorcycles, including motor scooters and mopeds, and all-terrain vehicles.

All-terrain vehicles—retail
Bicycles, motorized—retail
Mopeds—retail

Motor scooters—retail
Motorcycle dealers—retail
Motorcycle parts—retail

AUTOMOTIVE DEALERS, NOT ELSEWHERE CLASSIFIED

5599 Automotive Dealers, Not Elsewhere Classified

Establishments primarily engaged in the retail sale of new and used automotive vehicles, utility trailers, and automotive equipment and supplies, not elsewhere classified, such as snowmobiles, dunebuggies, and go-carts. Also included in this industry are establishments primarily engaged in the retail sale of aircraft.

Aircraft dealers—retail
Dunebuggies—retail
Go-carts—retail

Snowmobiles—retail
Trailers, utility—retail
Utility trailers—retail

Major Group 77—AUTOMOTIVE REPAIR, SERVICES, AND PARKING

The Major Group as a Whole

This major group includes establishments primarily engaged in furnishing automotive repair, rental, leasing, and parking services to the general public. Similar facilities owned and operated by concerns for their own use and not for the general public are treated as separate establishments. Establishments primarily engaged in finance leasing of passenger cars and trucks are classified in Finance, Industry 6159. Automotive repair shops operated by establishments engaged in the sale of new automobiles are classified in Retail Trade, Industry 54; and those operated by gasoline service stations are classified in Retail Trade, Industry 54. Repair shops of railroad companies are classified in Railroad Transportation, Major Group 40; and establishments repairing ships and boats are classified in Manufacturing, Industry 373.

Industry Group No.	Industry No.	Description
7513		AUTOMOTIVE RENTAL AND LEASING, WITHOUT DRIVERS
		Truck Rental and Leasing, Without Drivers
		Establishments primarily engaged in short-term rental or extended-term leasing (with or without maintenance) of trucks, truck tractors, or semitrailers without drivers. Establishments primarily engaged in finance leasing of trucks are classified in Finance, Industry 6159; those renting trucks with drivers are classified in Transportation, Industry Group 421; and those primarily engaged in renting and leasing, except finance leasing, of industrial trucks are classified in Industry 7859.
		Truck leasing, except industrial trucks and finance leasing: without drivers
		Truck rental, except industrial: without drivers
7514		Passenger Car Rental
		Establishments primarily engaged in short-term rental of passenger cars without drivers.
		Automobile rental, without drivers
		Hearse rental, without drivers
7515		Passenger Car Leasing
		Establishments primarily engaged in extended-term leasing of passenger cars without drivers. Establishments primarily engaged in finance leasing of automobiles are classified in Finance, Industry 6159.
		Automobile leasing, except finance leasing: without drivers
		Passenger car leasing, except finance leasing: without drivers
7519		Utility Trailer and Recreational Vehicle Rental
		Establishments primarily engaged in daily or extended-term rental of utility trailers and recreational vehicles. Establishments primarily engaged in renting motorcycles, bicycles, golf carts, go-carts, or recreational boats are classified in Industry 7999; and those engaged in renting airplanes are classified in Industry 7859. Establishments primarily engaged in the rental of mobile homes on site are classified in Real Estate, Industry 6515.

STANDARD INDUSTRIAL CLASSIFICATION

Industry Group No.	Industry No.	Description
751		AUTOMOTIVE RENTAL AND LEASING, WITHOUT DRIVERS—Con.
7519		Utility Trailer and Recreational Vehicle Rental—Con.
		Mobile home rental, except on site
		Motor home rental
		Popup camper rental
752		AUTOMOBILE PARKING
		Automobile Parking
7521		Establishments primarily engaged in the temporary parking of automobiles, usually on an hourly, daily, or monthly contract or fee basis. Establishments primarily engaged in extended or dead storage of automobiles are classified in Transportation, Industry 4226.
		Garages, automobile parking
		Parking lots
753		AUTOMOTIVE REPAIR SHOPS
7532		Top, Body, and Upholstery Repair Shops and Paint Shops
		Establishments primarily engaged in the repair of automotive tops, bodies, and interiors, or automotive painting and refinishing. Also included in this industry are establishments primarily engaged in customizing automobiles, trucks, and vans except on a factory basis. Establishments primarily engaged in customizing automobiles, trucks, and vans on a factory basis are classified in Manufacturing, Industry Group 371.
		Antique and classic automobile restoration
		Automotive body shops
		Automotive interior shops
		Automotive paint shops
		Automotive tops (canvas or plastic), installation, repair, or sales and installation
7533		Automotive Exhaust System Repair Shops
		Establishments primarily engaged in the installation, repair, or sale and installation of automotive exhaust systems. The sale of mufflers, tailpipes, catalytic converters is considered to be incidental to the installation of these products.
		Catalytic converters, automotive: installation, repair, or sales and installation
7534		Tire Retreading and Repair Shops
		Establishments primarily engaged in repairing and retreading automotive tires. Establishments classified here may either retread customers' tires or retread tires for sale or exchange to the user or the trade.
		Rebuilding and retreading tires for the trade
		Retreading tires
		Tire recapping
		Tire repair shops
		Tire studding and reshading
		Vulcanizing tires and tubes
		Exhaust system services: automotive
		Mufflers, automotive: installation, repair, or sales and installation
		Automotive trim shops
		Bump shops (automotive repair)
		Collision shops, automotive
		Customizing automobiles, trucks or vans except on a factory basis
		Upholstery repair, automotive
		Van conversions, except on a factory basis

STANDARD INDUSTRIAL CLASSIFICATION

Industry
Group
No.
754

7549 AUTOMOTIVE SERVICES, EXCEPT REPAIR—Con.

7549 Automotive Services, Except Repair and Carwashes

Establishments primarily engaged in furnishing automotive services, except repair and carwashes. Establishments primarily providing automobile driving instructions are classified in Industry 8299.

Auto emissions testing, without repairs
Diagnostic centers, automotive
Emissions testing service, automotive:
without repair
Garages, do-it-yourself
Inspection service, automotive
Lubricating service, automotive

Road service, automotive
Rustproofing service, automotive
Towing service, automotive
Undercoating service, automotive
Window tinting, automotive
Wrecker service (towing), automotive

Re: REZONING ORDINANCE 18RZ-003
Property of Dewey White, White Brookwood, LLC
Hwy 74/Senoia Road
09F070000271062
1.004 acres; Land Lot 27
District 9F,
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 PD (PLANNED DEVELOPMENT DISTRICT) TO PD (PLANNED DEVELOPMENT 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 Exhibit "A" to this Ordinance be changed from PD (Planned Development District) to PD (Planned Development) with the following conditions:

1. To restrict the use of the subject property as follows:
 - a. Retail store and accessory uses;
 - b. Permitted uses under C-2 (General Commercial District), excluding automobile repair shops, including painting and body repair, recycling centers, heavy equipment leasing and renting, and all C-2 (General Commercial District) uses requiring the approval of a Use Permit.
2. To provide the following site development standards:
 - a. The development shall meet the requirements of Chapter 80. Article II. Section 80-90 Highway 74 Overlay Districts standards unless a variance is granted through the normal variance procedures.
 - b. Inter-parcel access shall be provided between adjacent properties.

Section 2. That the property shall be developed in compliance with the conditions of approval as stated in this Ordinance. Any conditions hereby approved do not authorize the violation of any district regulations; and

Section 3. 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 4. 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 5. 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 23rd day of July, 2018; and

Section 6. This Ordinance shall become effective on the 23rd day of July, 2018.

Section 7. All Ordinances and parts of Ordinances in conflict with this Ordinance are repealed.

APPROVED this 23rd day of July, by the Mayor and Council of the City of Fairburn, Georgia.

Elizabeth Carr-Hurst, Mayor

ATTEST:

Shana Moss, City Clerk

APPROVED AS TO FORM:

William R. (Randy) Turner, City Attorney

Exhibit "A"

PROPERTY DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 27 pf the District 9F Fulton County Georgia and being in the City of Fairburn, Georgia and being more particularly described as follows.

Beginning at a 5/8 inch rebar set at the western right of way line of GA Highway 74 having a variable right of way and the northern right of way line of Meadow Glen way having a 80' right of way and thence run along said northern right of way North 87 degrees 35 minutes 17 seconds West a distance of 218.31 feet to a 5/8 inch rebar set; thence leaving said right of way North 02 degrees 24 minutes 43 seconds East a distance of 201.00 feet to a 5/8 inch rebar set; thence South 87 degrees 35 minutes 17 seconds East a distance of 217.00 feet to a 5/8 inch rebar set on said western right of way; thence thence run along said right of way South 02 degrees 02 minutes 21 seconds West a distance of 201.00 feet to a 5/8 inch rebar set and the Point of Beginning.

Said tract or parcel contain 1.004 Acres.

Exhibit "A"

PROPERTY DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 27 pf the District 9F Fulton County Georgia and being in the City of Fairburn, Georgia and being more particularly described as follows.

Beginning at a 5/8 inch rebar set at the western right of way line of GA Highway 74 having a variable right of way and the northern right of way line of Meadow Glen way having a 80' right of way and thence run along said northern right of way North 87 degrees 35 minutes 17 seconds West a distance of 218.31 feet to a 5/8 inch rebar set; thence leaving said right of way North 02 degrees 24 minutes 43 seconds East a distance of 201.00 feet to a 5/8 inch rebar set; thence South 87 degrees 35 minutes 17 seconds East a distance of 217.00 feet to a 5/8 inch rebar set on said western right of way; thence thence run along said right of way South 02 degrees 02 minutes 21 seconds West a distance of 201.00 feet to a 5/8 inch rebar set and the Point of Beginning.

Said tract or parcel contain 1.004 Acres.



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: APPOINTMENT OF PERMANENT POLICE CHIEF

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

Submitted: July 19, 2018 Work Session: July 23, 2018 Council Meeting: July 23, 2018

DEPARTMENT: Office of the City Administrator.

BUDGET IMPACT: Budgeted Police Chief's Salary

PUBLIC HEARING? () Yes (x) No

PURPOSE: The City of Fairburn is hiring a permanent Police Chief. The City advertised the position, conducted interviews and selected a permanent Police Chief.

HISTORY: The Police Chief oversee the day-to-day operations of the police department and its officers.

RECOMMENDED ACTION: Approval of Appointment of Permanent Police Chief.

Donna M. Gayden, City Administrator

Elizabeth Carr-Hurst, Mayor



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: APPROVAL TO APPOINT MS. AUDREY KNIGHT AS COMMISSIONER OF THE FAIRBURN HOUSING AUTHORITY, EFFECTIVE JULY 23, 2018.

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

Submitted: 07/19/2018 Work Session: 07/23/2018 Council Meeting: 07/23/2018

DEPARTMENT: Office of the Mayor

BUDGET IMPACT: None

PUBLIC HEARING? () Yes (X) No

PURPOSE: Consideration and action on appointment to Fairburn Housing Authority.

HISTORY:

Appointment:

Audrey Knight Expires: September 26, 2018

RECOMMENDED ACTION: Approval of the appointment.

Donna M. Gayden, City Administrator

Elizabeth Carr-Hurst, Mayor



Fairburn Housing Authority

Application Date 6-12-2018

Volunteer Position Sought: Fairburn Housing Authority - Commissioner

Name Audrey Knight

Home Address 82 Pine St

Cell
Work Phone 770-256-9994 Home Phone _____

Education

Highest Level of Education Some College - Resident for 12 years

Employment

Current Employer, if applicable _____

Position/Title Unemployed

Dates of Employment (starting, ending) _____

Company/Employer _____

Address _____

Would you like us to keep your employer abreast of your volunteer service and achievement?

No Yes

Special training, skills, hobbies:

Customer Service

Groups, clubs, organizational membership's

Please describe your prior volunteer experience (include organization names and dates of service)

What experience(s) have you had that may prepare you to work as a volunteer in the field of subsidized/affordable housing?

Support Manager Training

Why do you want to volunteer as a Commissioner for the Fairburn Housing Authority?

To enhance my personal skills

Have you ever been convicted of a crime? [If yes, please explain the nature of the crime and the date of the conviction and disposition.] Conviction of a crime is not an automatic disqualification for volunteer work.

Yes

REFERENCES: Please list three people who know you well and can attest to your character, skills and dependability (NOT family members). Include your current or last employer.

Name/Organization	Relationship to You	Phone	Length of relationship
1. <u>Miranda Towns</u>	<u>Friend</u>	<u>770-912-2206</u>	<u>10 yrs +</u>
2. <u>Ingrid Thompson</u>	<u>pastor</u>	<u>404-723-7761</u>	<u>15 yrs +</u>
3. <u>Joe Flott</u>	<u>(ex-boss)</u>	<u>404-629-1114</u>	<u>10 yrs</u>

Please read the following carefully before signing this application:

I understand that this is an application for and not a commitment or promise of volunteer opportunity.

I certify that I have and will provide information throughout the selection process, including on this application for a volunteer position and in interviews with Fairburn Housing Authority (FHA) that is true, correct and complete to the best of my knowledge. I certify that I have and will answer all questions to the best of my ability and that I have not and will not withhold any information that would unfavorably affect my application for a volunteer position. I understand that information contained on my application will be verified by FHA. I understand that misrepresentations or omissions may be cause for my immediate rejection as an applicant for a volunteer position with FHA or my termination as a volunteer.

Signature Kudrey Knight Date 6-12-2018



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: GENERATOR MAINTENANCE AGREEMENT

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

Submitted: 7/16/2018 Work Session: 7/23/2018 Council Meeting: 7/23/2018

DEPARTMENT: Water/Sewer

BUDGET IMPACT: Paid through Acct. 505-0000-52-3900

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to approve an agreement with Yancey Power Systems for \$16,825.92 over a three-year period for the maintenance of the City's electric generators serving the sewer lift stations.

HISTORY: Yancey has provided this service for the past year. The generators provide backup power in the event of a power outage to prevent sewer overflows. The cost for each year of the Agreement are as follows: Year 1 - \$5,211.50; Year 2 - \$5,367.85; Year 3 - \$6,246.58.

FACTS AND ISSUES:

RECOMMENDED ACTION: For City Council to authorize the Mayor to approve the Agreement with Yancey Power Systems in the amount of \$16,825.92.

Donna M. Gayden, City Administrator

Elizabeth Carr-Hurst, Mayor



Yancey Power Systems
259 Lee Industrial Blvd
Austell, GA 30168

Planned Customer Service Agreement

Customer/Owner Name: City of Fairburn Water and Sewer Dept
Equipment Location: 102 Howell Ave, , Fairburn, GA, 30213
On Site Contact: John Caldwell
Reports furnished to: John Caldwell
Agreement Period: 3 year(s)
Agreement Commences: May 29, 2018

We are pleased to provide the following planned preventative maintenance services for your power systems equipment.
Services will be scheduled for Normal Business Hours.

Service Level	Frequency	Contract Pricing
Level 1 Inspection	Semi-Annually	\$1,540.81
Level 2 Service	Annually starting in June	\$4,531.26
Load Bank Test	Annually	\$6,336.35
Coolant Sample	Annually	\$477.54
Fuel Sample	Annually	\$3,222.26
Coolant Change	In Year(s) 3	\$717.70
3 Year Total		\$ 16,825.92

Pricing does not include taxes, EPD supplies & environmental charges where applicable***

Planned Performance Customer Service Agreement

Performing planned inspections and maintenance services in accordance with the manufacturer's O&M (Operations & Maintenance) recommendations is critical for the reliable operation of power systems equipment.

Yancey's Responsibilities

The service levels referenced above do not represent the complete list of operation and maintenance items as recommended by the manufacturer of the power systems equipment. Rather, they serve to clarify the scope of services provided to owner by Yancey pursuant to this agreement. The covered equipment, as well as annual pricing for multi-year agreements, is detailed on Schedule A.

Yancey Power Systems will initiate communication to schedule services at owner's convenience during the hours of operation referenced above. If Yancey personnel are delayed in being able to arrive at the scheduled time, a representative from Yancey will notify the site contact accordingly.

All inspections and maintenance services will be performed by Yancey's factory-trained technicians. The technicians will assess equipment condition and appearance; perform a comprehensive check of critical systems; and identify repairs or maintenance required for optimal performance. A copy of the inspection report and a list of itemized recommendations will be furnished after each inspection.

Any work to remedy or repair equipment as identified in the inspection report will be performed by Yancey upon approval from owner. All subsequent repairs and services performed by Yancey will be invoiced separately from the contracted amount above at preferred rates.



Owner's Responsibilities

The owner retains responsibility for ensuring the safety of the emergency power system and surrounding area, performing all routine checks as recommended by the manufacturer's O&M guidelines, as well as regular "exercising" of the emergency power system in accordance with manufacturer's guidelines.

A maintenance and testing log should be kept which records this work. Yancey Power will be happy to supply a recommended example upon request.

Owner is responsible for making the site and equipment available to Yancey personnel to perform scheduled services.

Owner must remain current on payments to Yancey.

Terms and Conditions

This service agreement is limited to the scope of services referenced on page one. Yancey will perform inspections and services in accordance with OEM standards, but does not guarantee or warranty the detection of defective or malfunctioning parts or systems, nor does Yancey guarantee the operating performance of the equipment.

Parties may cancel this agreement for any reason by providing 30 days written notice.

For Yancey Power Systems

Signed _____ Bobby Metzinger

By: Bobby Metzinger

Date: _____ 5/29/2018

259 Lee Industrial Blvd

Austell, GA 30168

For City of Fairburn Water and Sewer Dept

Signed _____

By: _____

Date: _____

Address: _____



Schedule A

Equipment ID	Unit 1	Unit 2	Unit 3
Make:	Olympian	Cummins	Cummins
Model:	D5OP3	DGDK-5656079	DGCA-5768597
Rating:	50 KW	125 KW	125 KW
Serial Number:	Y00000HNPF01:	L030585286	F060940140

Annual Total	
Year 1	\$ 5,211.50
Year 2	\$ 5,367.85
Year 3	\$ 6,246.58
	\$ -
	\$ -
	\$ -
	<hr/>
	\$ 16,825.92

Additional Comments / Clarifications



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: APPROVAL OF SUPPLEMENTAL AGREEMENT NO. 2 TO THE PROJECT FRAMEWORK AGREEMENT FOR THE I-85 @ SR 74/SENOIA ROAD INTERCHANGE PROJECT

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

Submitted: 07/11/2018 Work Session: 07/23/2018 Council Meeting: 07/23/2018

DEPARTMENT: Engineering

BUDGET IMPACT: The budget impact of the proposed Supplemental Agreement is an increase in project funding of \$187,500; \$150,000 Federal, \$37,500 State.

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to approve Supplemental Agreement No. 2 to the Project Framework Agreement (PFA) with the Georgia Department of Transportation (GDOT) for the I-85 @ SR 74 Interchange Project for a project increase of \$187,500.

HISTORY: A reimbursement request for \$150,000 was submitted to the GDOT State Program Delivery Administrator on March 15th, 2018 to account for the additional work required to satisfy a requested scope change. The scope change included the replacement of both bridges and correcting horizontal & vertical clearances. The City of Fairburn was also directed to revise the roadway plans to match the revised bridge plans.

FACTS AND ISSUES: The Supplemental Agreement to the Project Framework Agreement (PFA) is the formal response to the aforementioned request. In order to be reimbursed the \$150,000.00 in federal funds, Supplemental Agreement No. 2 must be processed.

RECOMMENDED ACTION: Staff recommends that Mayor and City Council to approve Supplemental Agreement No. 2 to the Project Framework Agreement with GDOT for the I-85 @ SR 74/ Senoia Road Interchange Project for a project increase of \$187,500.

Donna M. Gayden, City Administrator

Elizabeth Carr-Hurst, Mayor

March 15, 2018

Albert V. Shelby III
State Program Delivery Administrator
Georgia Department of Transportation
600 West Peachtree Street, NW
Atlanta, GA 30308

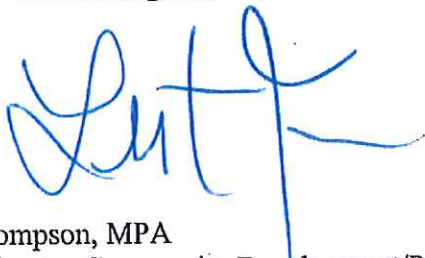
Re: PI# 0007841, Fulton County
I-85 @SR 74/Senoia Road

Dear Mr. Shelby:

On July 10, 2017, a meeting was held with the City of Fairburn, the Georgia Department of Transportation (GDOT) Office of Program Delivery, the GDOT Office of Bridge Design, and TranSystems to discuss comments received from State Bridge Engineer, Bill DuVall, P.E., regarding the original Preliminary Field Plan Review (PFPR) submission. The meeting concluded with GDOT requiring the City of Fairburn to revise and resubmit the preliminary bridge plans showing the replacement of both bridges, correcting horizontal & vertical clearances. The City of Fairburn was also directed to revise the roadway plans to match the revised bridge plans. As a result, the City of Fairburn was required to increase their contract with their design consultant TranSystems by \$150,000.00 to account for the additional work to satisfy the requested scope change. The City of Fairburn subsequently moved forward with authorizing the additional work with the understanding that we, the City of Fairburn would be reimbursed by the Department for this effort. The purpose of this letter is to formally request this reimbursement.

The City of Fairburn would like to thank the Georgia Department of Transportation for the guidance and support we have received thus far and we would also like to thank the Department in advance for its thoughtful consideration to our request for reimbursement.

Sincerely,



Lester Thompson, MPA
Deputy Director Community Development/Public Works

cc: Elizabeth Carr-Hurst, Mayor
Donna Gayden, City Administrator

CITY OF FAIRBURN

Russell R. McMurry, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

June 19, 2018

P.I. No.: 0007841, Fulton County
I-85 @ SR 74/SENOIA ROAD

Honorable Elizabeth Carr-Hurst, Mayor
City of Fairburn
56 Malone Street
Fairburn, Georgia 30213

Attn: Lester Thompson, Community Development/Public Works

RE: Supplemental Project Framework Agreement (PFA) #2 for P.I. # 0007841
I-85 @ SR 74/SENOIA ROAD

Dear Mayor Carr-Hurst,

Please find enclosed 3 copies of the above-referenced Project Framework Agreement (PFA) between the Georgia Department of Transportation and City of Fairburn. In addition to the PFA, the following attachment needs to be completed: The Georgia Security and Immigration Compliance Act Affidavit (Attachment E), which must be signed and notarized. This document verifies that any entity contracting with the Georgia Department of Transportation is in compliance with O.G.C.A. §13-10-91. Also included are the Title VI Introduction and Acknowledgement Form (Attachment F), and The Federal-Aid Highway Program Funding Participation Designation Form (Attachment G).

Please have the appropriate officials sign, date and return **three (3) original Agreements, Affidavits and Forms** to this office, and assure that the project schedule listed in Attachment B is completed. These Agreements will then be processed for final signatures by the Department, and a fully executed copy will be returned to your office.

If you have any questions or comments, please contact the project manager Timothy Evans at 404-631-1555 or tievans@dot.ga.gov.

Sincerely,

Kimberly W. Nesbitt
State Program Delivery Administrator

PBE TE

KWN:KESD:PBE:TE

Enclosed

Cc: Bob Rogers, Office of Financial Management

**PFA - SUPPLEMENTAL AGREEMENT NO. 2
FOR AN
EXECUTED PROJECT FRAMEWORK AGREEMENT**

**BY AND BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
CITY OF FAIRBURN
FOR**

**PROJECT IDENTIFICATION (P.I.) NO.: 0007841
ACTIVE PURCHASE ORDER (P.O.) NO. 0000152018**

ORIGINAL PFA - PO VALUE (PE PHASE ONLY)	\$ <u>1,200,000.00</u>
SA NO. 1 - PO VALUE (PE PHASE ONLY)	\$ <u>2,052,000.00</u>
SA NO. 2 - PO VALUE (PE PHASE ONLY)	\$ <u>2,239,500.00</u>

Please indicate which Catalog of Domestic Federal Assistance Number (CFDA) applies to this agreement (Check only one):

- ☒ **CFDA # 20.205 - Highway Planning and Construction Cluster**
☐ **CFDA # 20.219 - Recreational Trails Program**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, (hereinafter referred to as the "DEPARTMENT"), an agency of the State of Georgia, whose address for purposes of this Agreement is One Georgia Center, 600 W. Peachtree Street N.W., Atlanta, Georgia 30308, and CITY OF FAIRBURN, acting by and through its Mayor and City Council, hereinafter referred to as the "SPONSOR".

WHEREAS, the DEPARTMENT and SPONSOR heretofore entered into an Agreement dated FEBRUARY 3, 2015, hereinafter called the "ORIGINAL AGREEMENT", for the purpose I-85 @ SR 74/SENOIA ROAD, Georgia Department of Transportation PI 0007841, hereinafter referred to as the "PROJECT"; and

WHEREAS, due to changes in funding arrangements and then need to extend time to complete phases of the project schedule, the parties mutually desire to amend the ORIGINAL AGREEMENT and delete Attachments A through F in their entirety and replace them with Attachments A through G FEBRUARY 3, 2015.

NOW, THEREFORE, the parties hereto mutually agree that for and in consideration of the mutual promises, the public purposes, and acknowledgements and agreements contained herein, together with other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree to replace Attachments A through F from the ORIGINAL AGREEMENT dated, FEBRUARY 3, 2015, with Attachments A through G.

Except as modified, changed or amended, all terms and conditions of the ORIGINAL AGREEMENT dated FEBRUARY 3, 2015, shall remain in full force and effect.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding up on the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the DEPARTMENT and the SPONSOR have caused these presents to be executed under seal by their duly authorized representative.

DEPARTMENT OF
TRANSPORTATION

CITY OF FAIRBURN

BY: _____
Commissioner

BY: _____
Elizabeth Carr-Hurst
Mayor

ATTEST:

Treasurer

Signed, sealed and delivered this
_____ day of _____,
20____, in the presence of:

Witness

Notary Public

This Agreement approved by CITY OF
FAIRBURN, the _____ day of
_____, 20____.

Attest

Clerk

FEIN: _____

Attachment "A" Funding Sources and Distribution

Project: 0007841 Sponsor: City of Fairburn County: Fulton

Attach "Project Manager" Project Charging Form for Approval

Preliminary Engineering (Design) - Phase I										**GDOT Oversight for PE (Phase I) ²				Grand Total - Preliminary Engineering (Phase I) ²					
Percentage		PE Amount		*Maximum PE Participation Amount (\$)		Participant		PE Activity Sponsor		Percentage		Amount		Participant		Percentage		Amount	
1	80%	\$1,791,600.00		\$1,791,600.00		Federal		LOCAL		80%		\$210,701.54		Federal		80%		\$2,002,301.54	
2	20%	\$447,900.00		\$447,900.00		State				20%		\$52,675.39		State		20%		\$500,575.39	
3	0%	\$0.00		\$0.00		Local				0%		\$0.00		Local		0%		\$0.00	
4	0%	\$0.00		\$0.00		Other				0%		\$0.00		Other		0%		\$0.00	
Total	100%	\$2,239,500.00								100%		\$263,376.93				100%		\$2,502,876.93	

Right-of-Way - Phase II										Construction Phases V & VI				(GDOT Oversight for Phase III CST)			
Percentage		ROW Amount		*Maximum ROW Participation Amount (\$)		Participant		Acquisition By:		Acquisition Funds By:				Testing (Phase V) Funding By:		Inspection (Phase VI) Funding By:	
1	80%	\$13,355,090.44		\$0.00		Federal		GDOT		GDOT				GDOT		GDOT	
2	20%	\$3,338,772.61		\$0.00		State											
3	0%	\$0.00		\$0.00		Local											
4	0%	\$0.00		\$0.00		Other											
Total	100%	\$16,693,863.05												100%		100%	

Construction - Phase III										Construction Phases V & VI				(GDOT Oversight for Phase III CST)					
Percentage		CST Amount		*Maximum CST Participation Amount (\$)		Participant		Letting By:		Railroad Amount		*Maximum RR Participation Amount (\$)		Participant		Testing (Phase V) Funding By:		Inspection (Phase VI) Funding By:	
1	80%	\$33,216,199.86		\$0.00		Federal		GDOT				\$0.00		Federal		GDOT		GDOT	
2	20%	\$8,304,049.96		\$0.00		State						\$0.00		State					
3	0%	\$0.00		\$0.00		Local						N/A		Local					
4	0%	\$0.00		\$0.00		Other						\$0.00		Other					
Total	100%	\$41,520,249.82								100%		\$0.00				100%			

Utility Phase IV										Railroad				Summary of All Phases I through VI					
Percentage		Utility Amount		*Maximum Utility Participation Amount (\$)		Participant		Percentage		Railroad Amount		*Maximum RR Participation Amount (\$)		Participant		Percentage		Amount	
1	80%	\$699,148.80		\$0.00		Federal		80%		\$0.00		\$0.00		Federal		80%		\$2,002,301.54	
2	20%	\$174,787.20		\$0.00		State		20%		\$0.00		\$0.00		State		20%		\$500,575.39	
3	0%	\$0.00		\$0.00		Local		0%		\$0.00		N/A		Local		0%		\$0.00	
4	0%	\$0.00		\$0.00		Other		0%		\$0.00		\$0.00		Other		0%		\$0.00	
Total	100%	\$873,936.00						100%		\$0.00						100%		\$2,502,876.93	

Construction - Phase III										Construction Phases V & VI				(GDOT Oversight for Phase III CST)					
Percentage		CST Amount		*Maximum CST Participation Amount (\$)		Participant		Letting By:		Railroad Amount		*Maximum RR Participation Amount (\$)		Participant		Testing (Phase V) Funding By:		Inspection (Phase VI) Funding By:	
1	80%	\$33,216,199.86		\$0.00		Federal		GDOT				\$0.00		Federal		GDOT		GDOT	
2	20%	\$8,304,049.96		\$0.00		State						\$0.00		State					
3	0%	\$0.00		\$0.00		Local						N/A		Local					
4	0%	\$0.00		\$0.00		Other						\$0.00		Other					
Total	100%	\$41,520,249.82								100%		\$0.00				100%			

Utility Phase IV										Railroad				Summary of All Phases I through VI					
Percentage		Utility Amount		*Maximum Utility Participation Amount (\$)		Participant		Percentage		Railroad Amount		*Maximum RR Participation Amount (\$)		Participant		Percentage		Amount	
1	80%	\$699,148.80		\$0.00		Federal		80%		\$0.00		\$0.00		Federal		80%		\$2,002,301.54	
2	20%	\$174,787.20		\$0.00		State		20%		\$0.00		\$0.00		State		20%		\$500,575.39	
3	0%	\$0.00		\$0.00		Local		0%		\$0.00		N/A		Local		0%		\$0.00	
4	0%	\$0.00		\$0.00		Other		0%		\$0.00		\$0.00		Other		0%		\$0.00	
Total	100%	\$873,936.00						100%		\$0.00						100%		\$2,502,876.93	

Construction - Phase III										Construction Phases V & VI				(GDOT Oversight for Phase III CST)					
Percentage		CST Amount		*Maximum CST Participation Amount (\$)		Participant		Letting By:		Railroad Amount		*Maximum RR Participation Amount (\$)		Participant		Testing (Phase V) Funding By:		Inspection (Phase VI) Funding By:	
1	80%	\$33,216,199.86		\$0.00		Federal		GDOT				\$0.00		Federal		GDOT		GDOT	
2	20%	\$8,304,049.96		\$0.00		State						\$0.00		State					
3	0%	\$0.00		\$0.00		Local						N/A		Local					
4	0%	\$0.00		\$0.00		Other						\$0.00		Other					
Total	100%	\$41,520,249.82								100%		\$0.00				100%			

Utility Phase IV										Railroad				Summary of All Phases I through VI					
Percentage		Utility Amount		*Maximum Utility Participation Amount (\$)		Participant		Percentage		Railroad Amount		*Maximum RR Participation Amount (\$)		Participant		Percentage		Amount	
1	80%	\$699,148.80		\$0.00		Federal		80%		\$0.00		\$0.00		Federal		80%		\$2,002,301.54	
2	20%	\$174,787.20		\$0.00		State		20%		\$0.00		\$0.00		State		20%		\$500,575.39	
3	0%	\$0.00		\$0.00		Local		0%		\$0.00		N/A		Local		0%		\$0.00	
4	0%	\$0.00		\$0.00		Other		0%		\$0.00		\$0.00		Other		0%		\$0.00	
Total	100%	\$873,936.00						100%		\$0.00						100%		\$2,502,876.93	

Construction - Phase III										Construction Phases V & VI				(GDOT Oversight for Phase III CST)					
Percentage		CST Amount		*Maximum CST Participation Amount (\$)		Participant		Letting By:		Railroad Amount		*Maximum RR Participation Amount (\$)		Participant		Testing (Phase V) Funding By:		Inspection (Phase VI) Funding By:	
1	80%	\$33,216,199.86		\$0.00		Federal		GDOT				\$0.00		Federal		GDOT		GDOT	
2	20%	\$8,304,049.96		\$0.00		State						\$0.00		State					
3	0%	\$0.00		\$0.00		Local						N/A		Local					
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Total	100%	\$41,520,249.82								100%		\$0.00				100%			

Utility Phase IV										Railroad				Summary of All Phases I through VI					
Percentage		Utility Amount		*Maximum Utility Participation Amount (\$)		Participant		Percentage		Railroad Amount		*Maximum RR Participation Amount (\$)		Participant		Percentage		Amount	
1	80%	\$699,148.80		\$0.00		Federal		80%		\$0.00		\$0.00		Federal		80%		\$2,002,301.54	
2	20%	\$174,787.20		\$0.00		State		20%		\$0.00		\$0.00		State		20%		\$500,575.39	
3	0%	\$0.00		\$0.00		Local		0%		\$0.00		N/A		Local		0%		\$0.00	
4	0%	\$0.00		\$0.00		Other		0%		\$0.00		\$0.00		Other		0%		\$0.00	
Total	100%	\$873,936.00						100%		\$0.00						100%		\$2,502,876.93	

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2	20%	\$8,304,049.96		\$0.00		State						\$0.00		State					
3	0%	\$0.00		\$0.00		Local						N/A		Local					
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Total	100%	\$41,520,249.82								100%		\$0.00				100%			

Utility Phase IV										Railroad				Summary of All Phases I through VI					
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3	0%	\$0.00		\$0.00		Local		0%		\$0.00		N/A		Local		0%		\$0.00	
4	0%	\$0.00		\$0.00		Other		0%		\$0.00		\$0.00		Other		0%		\$0.00	
Total	100%	\$873,936.00						100%		\$0.00						100%		\$2,502,876.93	

Construction - Phase III										Construction Phases V & VI				(GDOT Oversight for Phase III CST)					
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3	0%	\$0.00		\$0.00		Local						N/A		Local					
4	0%	\$0.00		\$0.00		Other						\$0.00		Other					
Total	100%	\$41,520,249.82								100%		\$0.00				100%			

Utility Phase IV										Railroad				Summary of All Phases I through VI					
Percentage		Utility Amount		*Maximum Utility Participation Amount (\$)		Participant		Percentage		Railroad Amount		*Maximum RR Participation Amount (\$)		Participant		Percentage		Amount	
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2	20%	\$174,787.20		\$0.00		State		20%		\$0.00		\$0.00		State		20%		\$500,575.39	
3	0%	\$0.00		\$0.00		Local		0%		\$0.00		N/A		Local		0%		\$0.00	
4	0%	\$0.00		\$0.00		Other		0%		\$0.00		\$0.00		Other		0%		\$0.00	
Total	100%	\$873,936.00						100%		\$0.00						100%		\$2,502,876.93	

Construction - Phase III										Construction Phases V & VI				(GDOT Oversight for Phase III CST)					
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Total	100%	\$41,520,249.82								100%		\$0.00				100%			

Utility Phase IV										Railroad				Summary of All Phases I through VI					
Percentage		Utility Amount		*Maximum Utility Participation Amount (\$)		Participant		Percentage		Railroad Amount		*Maximum RR Participation Amount (\$)		Participant		Percentage		Amount	
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3	0%	\$0.00		\$0.00		Local		0%		\$0.00		N/A		Local		0%		\$0.00	
4	0%	\$0.00		\$0.00		Other		0%		\$0.00		\$0.00		Other		0%		\$0.00	
Total	100%	\$873,936.00						100%		\$0.00						100%		\$2,502,876.93	

Construction - Phase III										Construction Phases V & VI				(GDOT Oversight for Phase III CST)					
Percentage		CST Amount		*Maximum CST Participation Amount (\$)		Participant		Letting By:		Railroad Amount		*Maximum RR Participation Amount (\$)		Participant		Testing (Phase V) Funding By:		Inspection (Phase VI) Funding By:	
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3	0%	\$0.00		\$0.00		Local						N/A		Local					
4	0%	\$0.00		\$0.00		Other						\$0.00		Other					
Total	100%	\$41,520,249.82								100%		\$0.00				100%			

Utility Phase IV										Railroad				Summary of All Phases I through VI			
Percentage		Utility Amount		*Maximum Utility Participation Amount (\$)		Participant		Percentage		Railroad Amount		*Maximum RR Participation Amount (\$)		Participant			

The funding portion identified in Attachment "A" only applies to PE. The Right of Way, Construction and Utilities funding estimates are provided for planning purposes and do not constitute a funding commitment for Right of Way, Construction or Utilities.

* The maximum allowable GDOT participating amounts are shown above. The Local Government will only be reimbursed the percentage of the accrued invoiced amounts up to but not to exceed the maximum amount indicated.

**The GDOT Oversight check shall be remitted to the District Planning and Programming Engineer along with the signed Project Framework Agreement (PFA).

²GDOT Oversight for Phase I is detailed in Attachment "D".
Note: ~~Revised 09/12/2018~~ established for each funding phase.

ATTACHMENT "B"
PI 0007841 – CITY OF FAIRBURN

Proposed Project Schedule

Deadlines for Responsible Parties	Execute Agreement	FY 2019				FY 2020	
		(Approve Concept)	(Approve Env. Document)	(Authorize Right of Way funds)	(Authorize Const. funds)		
Environmental Phase							
Concept Phase							
Preliminary Plan Phase							
Right of Way Phase							

ATTACHMENT "C"

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

INTER-DEPARTMENT CORRESPONDENCE

FROM: Bobby Hilliard, P.E., Program Control Administrator DATE: May 8, 2014

TO: Toby Carr, Director of Planning
Russell R. McMurry, P.E., Chief Engineer

SUBJECT: Preliminary Engineering (PE) Oversight Funding Structure for Non-GDOT Sponsored Projects (Guidance for MPO's, TMA's, Project Managers and Project Delivery Staff)

Note: This memo supersedes the previous PE Oversight Memo, dated September 17, 2010.

PE Oversight Funding - Programming Guidance for a Non-GDOT Sponsored Project

This policy provides guidance during the planning and programming of a project to specify responsibility for funding PE Oversight to cover estimated resource activities and expenses for the Department prior to the execution of a Project Framework Agreement (PFA).

The Department has established the attached "Oversight Funding Responsibility Matrix for Locally Sponsored Projects" which details the conditions under which the Department will fund PE oversight with federal-aid funds and when the Department will request that the local government/project sponsor fund the Department's expenses associated with PE oversight. State funding participation for oversight is at the discretion and approval of the GDOT Chief Engineer and GDOT Director of Planning.

It is the responsibility of the GDOT Project Manager to utilize the [GDOT Oversight Estimate for Consultant & LAP Projects](#) Microsoft Excel™ Tool to estimate the PE oversight cost. The GDOT Project Manager will subsequently coordinate with the Office of Financial Management to establish an appropriate amount of federally funded PE oversight. Concurrently, the GDOT Project Manager will coordinate with the District Planning and Programming Engineer to engage the local government for processing the Project Framework Agreement (PFA) and to secure locally sourced PE oversight funds if appropriate. Please note that the STIP/TIP amendment process must be followed for adding oversight funds to a project.

PE Oversight funds will be used to administer the project and fund staff man-hours along with any other associated expenses incurred by any GDOT employee working on the project. The process detailed applies equally to both on-system and off-system routes on the National Highway System.

Upon approval, this process will be distributed to all GDOT Project Managers and incorporated into future Project Framework Agreements (PFA's) along with a copy of the PE Oversight Estimate.

Approved: Bill R. McManis 5/14/14
Chief Engineer Date

Approved: Toby Carr 5/21/14
Director of Planning Date

Attachment

"Oversight Funding Responsibility Matrix for locally Sponsored Projects"

- (1) If a project does not have a subsequent phase programmed in the currently approved TIP/STIP+2, oversight funding (for all remaining phases of PE, ROW, CST & UTL) will be the responsibility of the local government regardless of PE fund source.
- (2) If a project does have a subsequent project phase programmed in the currently approved TIP/STIP+2, see phase oversight funding responsibility breakdown in the table below.

Oversight Responsibility Matrix - Next Phase of Project is <u>Included</u> in the Approved TIP/STIP + 2								
Project Fund Source	NHPP (M001)	STP < 200k (M231)	STP-Urban (M230)	STP < 5k (M232)	STP-Flex (M240)	TAP (M301)	CMAQ (M400)	Earmark
Oversight Fund Source	Federal (M001)/State	Federal (M231)/State or Local*	Federal/State**	Federal (M232)/State or Local*	Federal (M240)/ State	Federal (M301)/Local or 100% Local	Federal/State**	Earmark/Local or 100% Local
								Local

¹ State match for oversight will be used if project is on state route system, Local match for oversight will be requested if off state route system.

² State match for oversight is at the discretion of the GDOT Director of Planning & GDOT Chief Engineer

³ Oversight funds for M230 and CMAQ projects will be drawn from a specific M230 funded project programmed in the currently approved STIP.

ATTACHMENT "D"

GDOT Oversight Estimate for Oversight

ATTACHMENT "E"

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name of Contracting Entity: _____

Contract No. and Name: _____

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation within five (5) business days after any subcontractor is retained to perform such service.

E-Verify / Company Identification Number _____

Signature of Authorized Officer or Agent _____

Date of Authorization _____

Printed Name of Authorized Officer or Agent _____

Title of Authorized Officer or Agent _____

Date _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

DAY OF _____, 201__

[NOTARY SEAL]

Notary Public _____

My Commission Expires: _____

ATTACHMENT "F"

TITLE VI ACKNOWLEDGEMENT FORM

The _____ assures that no person shall on the grounds of race, color, national origin or sex as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any City or County sponsored program or activity. The _____ assures that every effort will be made to ensure non discrimination in all of its programs or activities, whether those programs are federally funded or not.

Assurance of compliance therefore falls under the proper authority of the City Council or the County Board of Commissioners. The Title VI Coordinator or Liaison is authorized to ensure compliance with provisions of this policy and with the Law, including the requirements of 23 Code of Federal Regulations (CFR) 200 and 49 CFR 21.

Official Name and Title

Date

Citations:

Title VI of the Civil Rights Act of 1964; 42 USC 2000d to 2000d-4; 42 USC 4601 to 4655; 23 USC 109(h); 23 USC 324; DOT Order 1050.2; EO 12250; EO 12898; 28CFR 50.3

Other Nondiscrimination Authorities Expanded the range and scope of Title VI coverage and applicability

The 1970 Uniform Act (42 USC 4601)
Section 504 of the 1973 Rehabilitation Act (29 USC 790) The 1973 Federal-aid Highway Act (23 USC 324)
The 1975 Age Discrimination Act (42 USC 6101) Implementing Regulations (49 CFR 21 & 23 CFR 200) Executive Order 12898 on Environmental Justice (EJ)
Executive Order 13166 on Limited English Proficiency (LEP)

ATTACHMENT F

**NOTICE TO SPONSOR
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

During the performance of this contract, the SPONSOR, for itself, its assignees, and successors in interest (hereinafter referred to as the "SPONSOR"), agree as follows:

1. Compliance with Regulations

The SPONSOR shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination

The SPONSOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SPONSOR shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the SPONSOR for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SPONSOR of the SPONSOR's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports

The SPONSOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of the SPONSOR's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the SPONSOR under the contract until the SPONSOR complies; and/or b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions

The SPONSOR shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The SPONSOR shall take such action with respect to any subcontractor or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a Sponsor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Sponsor may request the State to enter into such litigation to protect the interests of the state and, in addition, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

ATTACHMENT "G"

**FEDERAL-AID HIGHWAY PROGRAM (FAHP) FUNDING PARTICIPATION
DESIGNATION FORM**

For

**Competitive Negotiation/Qualifications Based Selection Procurement for
Engineering and Design Related Services Contract**

Name of LOCAL AGENCY: _____

Please check and sign only one option below:

OPTION A: ☐

If there is FAHP funding participating in an engineering and design related services contract, THEN the Federal competitive negotiation/qualifications based selection (Brooks Act) procurement procedures is still applicable and must be conducted in accordance with the guidelines established in 23 C.F.R. Part 172.

Signature

Date

OPTION B: ☐

If FAHP funds are not participating in an engineering and design related services contract, the contracting agency may procure the services in accordance with its own established policies and procedures which reflect applicable State and local laws. However, the costs of consultant service contracts that utilize only State or local funding which were not procured, negotiated, or administered in accordance with applicable Federal laws and regulations would not be eligible to apply toward the non-Federal share of costs for subsequent phases (e.g., construction) of a FAHP funded project.

Signature

Date



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: APPROVAL OF TASK ORDER #4 WITH MORELAND ALTOBELLI FOR CONSTRUCTION MANAGEMENT SERVICES ON THE OAKLEY INDUSTRIAL BOULEVARD & BOHANNON ROAD FULL-DEPTH RECLAMATION PROJECT (18-002)

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

Submitted: 07/12/2018 Work Session: 07/23/2018 Council Meeting: 07/23/2018

DEPARTMENT: Engineering

BUDGET IMPACT: The budget impact of this task order will be \$52,000.

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to approve Task Order #4 with Moreland Altobelli for Construction Management Services on the Oakley Industrial Boulevard & Bohannon Road Full-Depth Reclamation Project (18-002).

HISTORY: The City solicited proposals in July 2016 for construction management services in order to better manage and deliver its LMIG and CDBG 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 Department for three years. In response to the Request for Proposal (RFP) #16-005 for On-Call Construction Management Services, the City of Fairburn received proposals from five (5) prospective firms. Based on the firm's staff qualifications, similar clients/contracts, project understanding, project administration and fee proposal the Selection Committee comprised of two staff Professional Engineers, the Director of Building and Property Management, and the Interim City Administrator selected Moreland Altobelli Associates, Inc. as the successful respondent. The Contract Award for On-Call Construction Management Services with Moreland Altobelli was approved at the September 12, 2016 City Council Meeting and the Notice of Award was issued on September 15, 2016.

FACTS AND ISSUES: The Contract Award with Moreland Altobelli for On-Call Construction Management Services was approved with the understanding that task orders associated with LMIG, CDBG and other specialty projects would be issued on an as need basis. As such, the attached task

order for construction management services on the Oakley Industrial Boulevard & Bohannon Road Full-Depth Reclamation Project (18-002) has been provided for review and consideration.

RECOMMENDED ACTION: Staff recommends that the City Council approve Task Order #3 with Moreland Altobelli Associates, Inc. for Construction Management Services on the Oakley Industrial Boulevard & Bohannon Road Full-Depth Reclamation Project (18-002) and authorize the Mayor to sign the Task Order for an amount not to exceed \$52,000.

Donna M. Gayden, City Administrator

Elizabeth Carr-Hurst, Mayor



To: City of Fairburn
P.O. Box 145
Fairburn, Georgia 30213
Attn: Mr. Lester Thompson

Date: July 12, 2018
From: Chris Parypinski
Copy to: Buddy Gratton

Project: Oakley Industrial Boulevard and Bohannon Road Full
Depth Reclamation, Project Number 18-002
TO No.: 4

Scope of Work: Provide Construction Engineering and Inspections Services to monitor the full depth reclamation work on Project Number 18-002

BACKGROUND INFORMATION

Moreland Altobelli Associates, LLC. has prepared this Task Order (TO) in accordance with our Master Services Agreement dated September 12, 2016. This task order has been prepared to assist the City of Fairburn with Construction Management Services. The services proposed will better enable the City to complete the project on time, within budget, and meet the project-specific objectives outlined in the scope of services described below. Accordingly, the City will be able to focus its efforts on more strategic goals.

Task 1 – Construction, Engineering and Inspection Services

- Provide inspection services for the full depth reclamation work on Oakley Industrial Boulevard, Bohannon Road, McLarin Road/East Broad Street and Terminus Drive in the contract with C.W. Matthews Contracting Company Inc. for Project Number 18-002
- Provide engineering services to address contractor initiated RFI's.
- Provide engineering services to review contractor pay submittals.

The total not to exceed budget of \$52,000.00 as outlined in the attached fee proposal includes staff time and expenses necessary to perform the scope of work outlined above.

If the City requires additional services, Moreland Altobelli Associates, LLC. will provide those services in accordance with the existing Unit Rates agreed to with the City. A scope and budget for additional services would be prepared for City approval prior to performing the work.



Authorization:

As our authorization to proceed with the scope of work, schedule and fee structure outlined herein, please sign in the space provided below and return one copy to Moreland Altobelli Associates LLC. for our records.

Authorized by: _____

Title: Mayor

Print Name: Elizabeth Carr-Hurst

Date: _____

July 10, 2018

Moreland Altobelli Associates, Inc.

Oakley Industrial and Bohannon Road Full Depth Reclamation Project Number 18-002

CEI Services

City of Fairburn

PERSONNEL COSTS:		EST HRS	RATE/HR	COST(\$)
CONSTRUCTION ENGINEERING AND INSPECTION				
CONSTRUCTION SERVICES MANAGER	40	\$100.00	\$4,000	
SENIOR INSPECTOR	600	\$67.00	\$40,200	
SUPPORT SERVICES ENGINEER	60	\$75.00	\$4,500	
SUBTOTAL			\$48,700	
DIRECT COSTS				
REPRODUCTION/PLOTTING				\$0
TRAVEL AND MISC. DIRECT COSTS				\$3,300
TOTAL DIRECT COSTS				\$3,300
TOTAL COST				\$52,000

September 15, 2016

Mr. Buddy Gratton, PE
Moreland Altobelli Associates, Inc.
2450 Commerce Avenue
Duluth, GA 30096-8910

Re: Notice of Award - **RFP# 16-005 - On-Call Construction Management Services**

The City has considered the proposal submitted by your firm for the above described work in response to its Request For Proposal (RFP) dated July 20, 2016.

You are hereby notified that your proposal has been accepted for services outlined in the Scope of Services provided and will be further detailed and outlined in each task order developed for work assigned.

Please return an acknowledged copy of this Notice of Award to the Owner and the original executed agreement within five days of receipt of these documents.

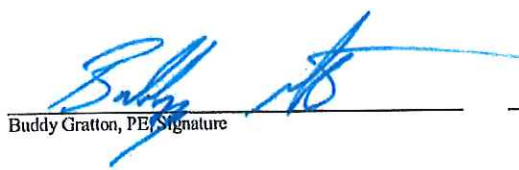
Sincerely,

Lester M. Thompson, MPA
Civil Engineer III

ACCEPTANCE OF NOTICE

Receipt of the Notice of Award is hereby acknowledged by:

Moreland Altobelli Associates, Inc.


Buddy Gratton, PE Signature

9/22/16
Date

CITY OF FAIRBURN

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 19th day of September, 2016 by and between MORELAND ALTOBELLI ASSOCIATES, INC., 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 August 5, 2016, and approved by City Council on September 12, 2016:
 - (a) Perform the Professional Services as indicated on the Request for Proposal dated August 5, 2016 (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 September 30, 2018, 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, INC., a
Georgia corporation

By:


President

Date signed by Contractor:

September 22nd, 2016

[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:

September 12, 2016

Mayor

Attest:



Approved as to form:



City Attorney

City Clerk



SCOPE

The scope of the work includes construction management of the City's LMIG and CDBG 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, L.A, 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. 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.
- f. 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.
- g. 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.
- h. 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.
- i. 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.



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: APPROVAL OF THE LIGHTNING COMMUNITY DEVELOPMENT STUDY CONTRACT AWARD

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

Submitted: 07/05/2018 Work Session: 07/23/2018 Council Meeting: 07/23/2018

DEPARTMENT: Community Development

BUDGET IMPACT: The study has a budget impact of \$59,240; \$50,000 from the Fulton County Community Development Block Grant (CDBG) Program and \$9,240 from the General Funds.

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to approve the Lightning Community Development Study Contract Award with Robert and Company for an amount of \$59,240.

HISTORY: The City of Fairburn began accepting proposals from qualified professional consultants to develop a neighborhood Comprehensive Development Study for the Lightning Community on April 25th, 2018. The study will analyze relevant characteristics of the study area such as demographics, land use, housing, infrastructure, economic development, and urban design.

FACTS AND ISSUES: At the end of the advertising period, only one (1) proposal was received; Robert and Company. After completion of the proposal evaluation, it was determined that Robert and Company is a responsible offeror or an entity that has the capability in all respects to perform fully and reliably the contract requirements. Their proposal amount of \$59,240 also aligns with the budget amount of \$50,000. Lastly, upon inquiry, the Fulton County Department of Community Development indicated that "the City does not have to re advertise and can accept the lone bid".

RECOMMENDED ACTION: Staff recommends that Mayor and Council approve the Lightning Community Development Study Contract Award with Robert and Company for an amount of \$59,240.

Donna M. Gayden, City Administrator

Elizabeth Carr-Hurst, Mayor

Request for Proposal

LIGHTNING COMMUNITY DEVELOPMENT STUDY CITY OF FAIRBURN, GA

RFP #18-005

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 conduct a development study 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.

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 May 24, 2018** to receive consideration.

All questions concerning the RFP must be addressed in writing to Lester Thompson at lthompson@fairburn.com no later than 3:00 PM on **May 16, 2018**.

s/

Donna Gayden, City Administrator

BACKGROUND AND INFORMATION

The City of Fairburn is soliciting proposals from qualified professional consultants to develop a neighborhood Comprehensive Development Study for the Lightning Community. The study shall be for the Lightning neighborhood, which is located a block west of downtown Fairburn. The study will analyze relevant characteristics of the study area such as demographics, land use, housing, infrastructure, economic development, and urban design. Socio-economic analysis will address characteristics such as populations, age distribution, racial composition, households, employment, wages and trade. A land use and housing analysis will provide an inventory and assessment of existing land uses and housing types within the study area; an assessment of appropriateness of relevant policies contained in the City's comprehensive Plan; and an assessment of ability of existing land use regulations, such as the zoning ordinance and subdivision regulations to facilitate mixed-use development. A transportation analysis will provide an inventory and assessment of existing and planned transportation facilities such as streets, roads, sidewalks, parking, transit, and bicycle lanes/multi-purpose paths. The study should also incorporate recommendations from the City of Fairburn's 2009 Livable Communities Initiative (LCI) Study as appropriate. The study will consist of four tasks, each with its own deliverable:

- Public Engagement;
- Vision Statement;
- Draft Report and Recommendations;
- Final Report.

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 May 24, 2018**. 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: Lightning Community Development Study – RFP # 18-005

City of Fairburn
56 Malone Street
Fairburn, Georgia 30213
Attn: Lester Thompson

SCOPE

The development plan's goals are to: 1) engage community stakeholders to seek input on the development and growth of lightning 2) establish a vision for the physical development of the area including illustrated best practices for design standards that establish aesthetic guidelines supported by the stakeholders; and 3) Develop goals and strategies for implementing the vision. Specific items the study shall address include:

- Traffic Volume, Congestion & Safety
- Intersection Controls
- Land Use and New Development
- Access Management
- Overlay Zones
- Landscaping Standards

- Recommendations
- Funding Opportunities

Specifically, the design standards for the area should be based on the Fairburn Comprehensive Plan, and LCI Study.

The Lightning Overlay District will include necessary amendments to the existing zoning ordinances and subdivision regulation to carry out the vision.

These tasks are discussed in more detail below; however, within the Request for Proposals (RFP), Consultants will be encouraged to recommend additional and/or different approaches that may help with the development and implementation of a development plan.

Task 1 – Public Engagement

The goal of this task is to develop a local planning outreach process the promote the involvement of all stakeholders in the study area, with efforts and accommodations made to include low to moderate income, minority, and elderly or disabled citizens. As one of the first steps in the project, the Consultant shall develop a *Public Engagement Plan*. This document shall establish the means and methods for conveying information and encouraging and incorporating input from the aforementioned target groups, other stakeholders, property owners, elected officials, etc. The use of technology, social media and/or other progressive ideas for engaging the public is encouraged.

The plan shall have a schedule and description of the public/community engagement activities anticipated during the project and identifies responsibilities. Other topics to be addressed as part of this Task include:

- *Education* – It is staff's experience that discussions regarding transportation and land use issues often get sidetracked due to conflicting ideas on terms, processes, and baseline data/conditions. To help offset this, the plan should include a component to provide background educational material on relevant development issues.
- *Example Neighborhoods/Developments* – As part of the education process, the Consultant should identify and incorporate existing "model" developments from Georgia or other States. Pictures, videos, or other means of showing examples of what works (and doesn't) may help the public engagement process.
- *Graphics* – Include the creation of presentation-grade renderings and images for use in meetings, on webpages and other activities over the course of the project.

Task 2 – Vision Statement

For this Task, the Consultant will use information and data collected during the public engagement phase to develop a Vision Statement for the neighborhood. Once complete, the Vision Statement will be presented to the City of Fairburn's Mayor and Council for review and approval. Other Stakeholders may also be asked to officially adopt the Vision Statement.

Task 3 – Inventory, Assessment and Draft Recommendations

The deliverable for this Task is a report that provides an inventory of existing conditions, assesses future growth and needs, and makes reasonable recommendations. Listed below, by

category, are topics to be covered. The Consultant is encouraged, however, to reorganize, expand or consolidate to best meet the study's objectives.

Traffic

- *Establish Baseline Data* – Use existing data and collection of new data to establish baseline conditions in the area to include all side-street intersections. Establish existing Level of Service (LOS) for these locations. Identify traffic trends over time and quantify historic growth rates. Describe where the traffic is coming from and where it is going.
- *Existing Traffic Studies* – Consolidate existing traffic studies and transportation plans from the various jurisdictions and the Atlanta Regional Commission (ARC); highlight similarities and differences. Note areas that should be reconciled as part of this study. Use the information and recommendations of these studies as input in the development of this project.
- *Crash Data* – Collect and analyze crash data for the past three years. Identify hot spot locations and look for patterns or trends in crash types in the area.
- *Future Growth Scenarios & Traffic Volumes* – Use ARC data, input from the PIP, and results of the “New Development and Initiatives” (see below) to predict future traffic volumes for years 2020, 2030, 2040 and 2050. Predict future Level of Service (LOS) for these years.
- *Safety Audit* – Assess the area and all intersections for AASHTO compliance, including parameters such as shoulder width and slope, clear zones, visibility, signs and striping; etc.
- *Assessment* – Assess existing intersection controls and identify options for improved safety and efficiency. Prioritize options using a cost-benefit ratio or similar method. Recommendations should be consistent with GDOT's *Complete Street Policy*.
- *Modeling* – Where appropriate, provide model simulation of intersection recommendations. The intent is to help with public education of alternative/new traffic controls.
- *Pedestrian Traffic* – The City's Complete Streets policy requires all transportation utilities to accommodate diverse modes of traffic in addition to vehicular.

Land Use and New Development

The Consultant shall inventory existing land uses along the corridor and account for possible new developments or land uses that may impact traffic, safety or congestion in the future. The data analysis should be based on community Land Use Plans; interviews with local governments, the public, the business communities, ARC data, etc. Low and high growth scenarios may be used. As part of a previous initiative with ARC, a Community Choice study and housing inventory has been completed to support this effort.

Some new developments and initiatives to be included in the study include:

- *Economics of Higher Density* – There is trend in the City of Fairburn and neighboring jurisdictions for higher density. The study should identify probable impacts to traffic and the economy associated with low, moderate and high future densities within the neighborhood.
- *Tiny Homes*
- *Storm Sewer*

- Sanitary Sewer
- Lighting (Street & Pedestrian)
- Community Gardens

Overlay Zone

A primary goal of the study is the development and adoption of an overlay zone in Lightning that will promote a uniform look and distinctive neighborhood feel. Subject matter to be considered include zoning setbacks and buffers, landscaping, architectural standards, building heights, billboards, signs, the use of sidewalks and paths, etc.

The Consultant shall use information collected from Tasks 1 and 2, as well as other data analyses, to develop an overlay zone ordinance.

Draft Recommendations

For this Task the draft recommendations are an unconstrained, wish-list of projects and ideas that either: 1) support the vision statement; 2) received notable public support; 3) satisfy a demonstrated need (existing or future); or 4) address a regulatory requirement. Each draft recommendation should include a brief description and order-of-magnitude cost estimate. Maps and graphics should be used to show location and help describe scope whenever possible.

- *Roadway Projects* – Identify potential roadway projects that address current or future capacity, safety or operational efficiency issues.
- *Overlay Zones* – Describe recommended standards (and incentives) for the corridor.
- *Changes to Comprehensive Plans* – Suggest changes to local Comprehensive Plans that may better align with the conclusions of this study.
- *Welcome Monuments, Wayfinding Signs & Artwork* – Draft guidelines for use and placement of monuments, signs, flags, graphic art, etc.
- *Traditional Landscaping* – Recommend options for plantings that may include flowers, shrubs, understory trees, and shade trees. Consider cost, maintenance and location.
- *Pedestrian and Bike Facilities* – Identify required, or recommended, bike and pedestrian improvements within the study area.

The deliverable for Task 3 shall be presented to Stakeholders, the public, elected officials, etc. for comment. This input will be used to prepare the final report, Task 4.

Task 4 – Final Report

The purpose of Task 4 is to use all the data, input, technical analyses, etc. performed and received over the course of the project to develop a list of specific recommendations. Each recommendation should have a concept plan and/or draft language of a document, a schedule, a concept-level cost estimate, and discussion of possible funding sources.

For projects that are candidates for Federal Funding, the recommendation and project description should also include a scoping-level review of potential National Environmental Protection Act

(NEPA) issues. The intent is for these projects to be “shelf ready” for “PE” phase if funding becomes available through local, state or federal sources.

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 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's 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 a notice of an actual contract award; instead, it is the 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	04/25/18	N/A
Deadline for written questions to City of Fairburn	05/16/18	3:00 p.m. ET
Responses to Written Questions	05/21/18	5:00 p.m. ET
Proposals Due/Close Date and Time	05/24/18	3:00 p.m. ET
Proposal Evaluation Completed (on or about)	06/01/18	N/A
Finalize Contract Terms	06/08/18	N/A
Notice of Award (on or about)	06/27/18	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.

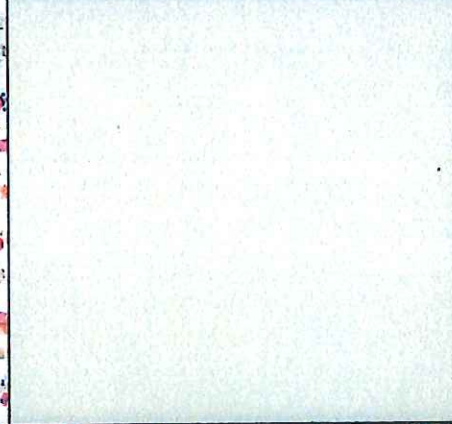
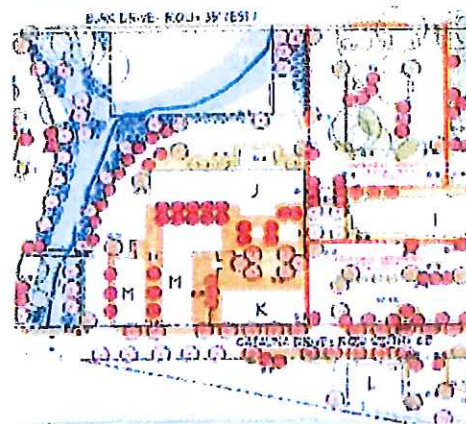
Compliance with Laws: In connection with the furnishing of supplies or performance of work under the contract, the respondent agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, Georgia Security and Immigration Compliance Act, and all other applicable Federal and State 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.



**RFP #18-005 CITY OF FAIRBURN
LIGHTNING COMMUNITY
DEVELOPMENT STUDY**

QUALIFICATIONS + PROPOSAL

24 May 2018



In Association with:

Duckett Design Group, Inc.

and

**Vision Engineering &
Planning, Inc.**



Robert and Company

229 Peachtree Street NE
International Tower Suite 2000
Atlanta, GA 30303

Contact: John Ford, AICP
Vice President

Phone: 404-577-4000, Ext. 2014



Robert and Company

229 Peachtree Street, NE
International Tower, Suite 2000
Atlanta, Georgia, 30303
TEL: 404.577.4000 FAX: 404.577.7119

23 May 2018

City of Fairburn City Hall
56 Malone Street
Fairburn, Georgia 30213

Re: RFP # 18-005 – Lightning Community Development Plan

Robert and Company is pleased to submit the attached proposal to provide services to the City of Fairburn in association with the Comprehensive Development Plan for the Lightning Community. We appreciate this opportunity to submit our qualifications in association with **Duckett Design Group, Inc.** and **Vision Engineering and Planning, Inc.** We propose to document and deliver all required elements and services named in the RFP #18-005 Request for Proposal (RFP) in a timely fashion.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFP and that this Proposal is made in accordance with the provisions of the specifications identified by the City. By our written signature on this Proposal, we certify that all items included in this statement meet or exceed the specifications requested by the City. We further agree if awarded a contract, to deliver goods and services which meet or exceed the specifications. It is further understood that the City of Fairburn may reserve the right to reject any or all offers, waive technicalities, and informalities, and make a contract award in the best interest of the city.

Sincerely,

Robert and Company

John Ford, AICP, Vice President

PROPOSAL FOR PLANNING SERVICES
CITY OF FAIRBURN RFP 18-005 LIGHTNING COMMUNITY DEVELOPMENT STUDY

FIRM INFORMATION:

Robert and Company

229 Peachtree Street NE, Suite 2000
Atlanta, Georgia 30303

The above address is the corporate Headquarters office and the workplace for the Project Team.

Primary Contact: John Ford, AICP, Vice President
Telephone: 404-577-4000 extension 2014 (Cell Phone: 404-863-4844
Email: j.ford@robertco.com (secondary email: johnford73@gmail.com)
Website: www.robertandcompany.com

Robert and Company is a locally owned "C" corporation chartered in Georgia and has been in business 101 years since forming in 1917 and incorporated since 1942. Robert and Company Principals are:

Michael Kluttz, PE, Chairman/Chief Executive Officer (Princial Owner with 45 years at the firm)
Lawrence Beasley, CT, President/Chief Operating Officer (31 years)
John Ford, AICP, Vice President, Director of Planning (38 years)
Brian Kluttz, PE, LEED-AP, Vice President, Director of Civil Engineering (19 years)
Mark Furr, PE, Vice President, Director of Mechanical Engineering (28 years)
Alvin Harper, AIA, LEED-AP, Vice President, Director of Architecture (11 years)
John Moore, Vice President, Chief Financial Officer (9 years)

Robert and Company (RAC) is employee-owned, and its key personnel hold professional engineering, architecture, and landscape architecture licenses to practice in Georgia and several other states, and the planning director is a certified member of the American Institute of Certified Planners (AICP). Personnel also hold many other professional certifications. The firm has provided these services to government, industry, business, and education for more than 100 years.



Robert and Company is CVE verified as a **Service-Disabled Veteran-Owned Small Business (SDVOSB)** by the **U.S. Department of Veterans Affairs**. In addition, the City of Atlanta and the Georgia Department of Transportation recognize Robert and Company as a Small Business.

Robert and Company has provided planning, design and engineering for local communities throughout the United States for more than ten decades through a constantly changing environment. The stability of the firm is a legacy of proven leadership in planning and project management and commitments to support each project by a full range of planners, engineers, architects, and other professionals experienced in working on fast-paced projects in an engaging environment.

Senior Robert and Company personnel have received recognition by peer groups for their expertise and accomplishments, and **Robert and Company** presently has more than 20 nationally certified and State registered professionals to provide tailored teams of **professionals** to engage local stakeholders and interest groups from conceptual design development and programming through facility construction design, post-occupancy review, and operations management.

Robert and Company has an established in-house project management process to support every project under contract. An experienced Robert and Company project manager oversees each project to ensure coordination with all disciplines, subcontractors, and stakeholders and prompt delivery of quality

PROPOSAL FOR PLANNING SERVICES
CITY OF FAIRBURN LIGHTNING COMMUNITY DEVELOPMENT PLAN

professional services. A corporate principal provides quality assurance review and support to ensure that the full resources of the company are readily available to expedite the clients' needs and address any issues affecting progress and project delivery.

To ensure that Robert and Company provides a Team that can accommodate every element requested in the RFP, we have asked **Vision Engineering and Planning, LLP** of Atlanta, Georgia to be a part of our Planning Team as a subconsultant. **Paul Gilliam of Vision Engineering and Planning** is the primary principal of Vision Engineering and Planning and recently completed similar work for the City of Atlanta and projects in South Carolina and Maryland. He is registered as a professional engineer and certified as a professional traffic operations engineer. Mr. Gilliam will work directly with the Planning Team to accomplish the transportation element of the plan.

Mr. Jelani Linder of **Duckett Design Group, Inc.** will lead the Public Engagement portion of the planning study. Mr. Linder worked with Mr. Ford to support planning and economic development efforts to support the City of Stone Mountain, and is an expert in organizing and supporting public participation efforts and charrettes. Duckett Design Group will be a sub contractor to Robert and Company for this project and will provide services from their location in East Point, Georgia.

Registrations and Certifications:

All three firms are registered with the Georgia Secretary of State to do business in Georgia. Robert and Company is also registered as an Engineering Firm and as an Architectural Firm by the State of Georgia.

All three firms are on the Georgia DOT List of Small Businesses, and Robert and Company is verified by the U.S. Veteran's Administration as a Service Disabled Veteran Owned Small Business.

Duckett Design Group, Inc. is listed by GDOT as a woman-owned small business enterprise.

Vision Engineering and Planning, Inc. is listed by GDOT as an African American Small Business.

Individual registrations and certifications of key members of the planning team are included below with the resumes.

Current Public Sector Clients of Robert and Company:

City of Dacula, GA Comprehensive Plan
City of Zebulon, GA Streetscape Plan
City of Toccoa, GA Streetscape
City of Fitzgerald, GA Airport A/E Services
City of Vidalia, GA Airport A/E Projects
Jekyll Island Authority Airport A/E Services
Quitman/Brooks County, GA Airport Projects
Butler/ Taylor County Airport Projects
City of Charlotte, NC Airport A/E Projects
US Naval Facilities Eng. Command Contract
Stone Mountain Memorial Assoc. Plan Services
City of Bainbridge, GA Hotel Market Study (2016)

City of Roswell, GA Historic House Assessments
City of Forest Park, GA Streetscape
City of Newnan, GA Parks Planning
City of Moultrie Airport Projects
City of Hazlehurst Airport A/E Projects
City of Donalsonville, GA Airport A/E Projects
City of Cordele, GA Airport A/E Projects
City of Chicago, IL Airport Projects
US Army Corps of Engineers, IDIQ Contract
US Air Force Civil Eng. Center IDIQ Contract
City of Orangeburg, SC Comp. Plan (2017)

PROPOSAL FOR PLANNING SERVICES

CITY OF FAIRBURN LIGHTNING COMMUNITY DEVELOPMENT PLAN

RESUMES:

The project team includes 12 professional personnel expected to participate on some role as part of the planning team. An organization chart and short versions of their resumes follow:

John Ford, AICP is a principal of Robert and Company and leads the planning group. He has more than 42 years of planning experience in land use, economic development, and infrastructure enhancement projects and is an expert in land use and infrastructure compatibility, transportation master planning, and environmental assessment, and has received training in environmental review, project management, and public outreach. He will help identify stakeholders, expedite creation of viable planning scenarios, and focus facility decisions on accepted goals.

Education: Master of Transportation (Economics), 1974, University of South Carolina; BBA/Industrial Geography, 1973, University of Georgia.

Past Projects: *City of Orangeburg, SC Comprehensive Plan:* Principal planner for plan completed 2017.

City of North Charleston, SC Comprehensive Plan: Principal Planner and Lead Writer for update of text and Priority Investment Element, 2016. Also was project manager/planner for the 2007 comprehensive plan.

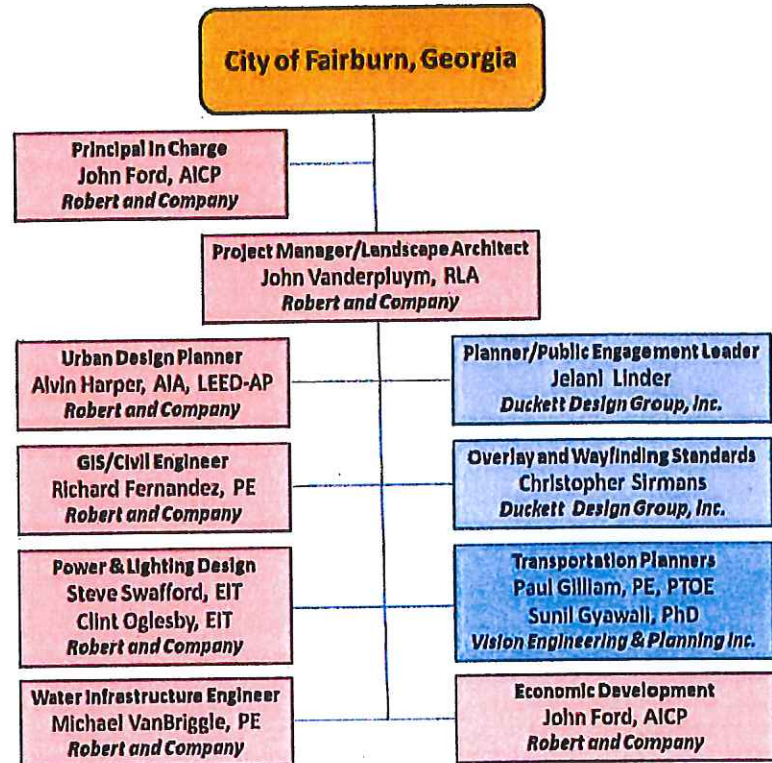
City of Bainbridge, GA Hotel Study: Principal Planner for market study for downtown hotel and venue facility, 2016.

City of Dacula, GA Comprehensive Plan Update: Principal Planner for 2014 update and future Work Program, first plan approved under 2013 Georgia and Atlanta Regional Commission planning rules. He also prepared the 2008 Comprehensive Plan and was recently selected to prepare the 2018 Plan update.

John Mr. Vanderpluym, PLA is an accomplished project manager, planner and landscape architect with extensive experience in planning and landscape architecture design projects involving master plans, streetscapes, site plans, park and recreation plans, greenways, and industrial parks.

Education: Bachelor of Landscape Architecture, Louisiana State University; 18 hours in City & Regional Planning, University of Memphis

Past Projects: *Roswell, GA Historic House Museums Assessments:* Landscape Architect/ Inspector prepared review and recommendations for improvements at Bulloch Hall, Barrington Hall, and Smith



PROPOSAL FOR PLANNING SERVICES
CITY OF FAIRBURN LIGHTNING COMMUNITY DEVELOPMENT PLAN

Plantation for continued use as public venues.

Zebulon, GA Streetscape Phase 2: Landscape Architect, developed streetscape plans and associated utility improvements, including pavers, landscaping and pedestrian lighting.

Toccoa, GA Phase 6 Streetscape: Landscape Architect, Design/CM services for streetscape that included pavers and lighting.

Forest Park, GA Main Street Implementation: Landscape Architect, developed inventory of downtown and presently developing streetscape plans that will include pavers, landscaping and pedestrian lighting.

Athens-Clarke County, GA Downtown Improvements: Planner/Landscape Architect, Developed the Downtown Infrastructure/Streetscape Improvement Plan for Downtown Athens, including a complete site inventory of all existing elements in the downtown.

Mike VanBriggle, P.E. is a Senior Associate and Civil Engineer with over 30 years of civil engineering experience including land development, preparing erosion and sediment control plans, NPDES documentation, water quality measures, geotechnical engineering and quality control services for a variety of projects throughout the State of Georgia in the public and private sectors. Mike served as Project Manager for the Sweetwater Creek State Park Visitor Center and as engineer for the Atlanta Botanical Garden Visitor Center.

Education: B.S Civil Engineering, 1978, University of Nebraska, Lincoln, NE

Past Projects: *Atlanta, GA Botanical Gardens Visitor Center and Deck, Atlanta, GA:* Project Manager for LEED-NC (Silver) certified project.

Sweetwater Creek State Park Visitor Center, Lithia Springs, GA: Project Manager for LEED NC– Platinum visitor center design and development.

Atlanta, GA Piedmont Park Active Oval: Project Manager

The Brookwood, Atlanta, GA: Project Manager for LEED NC Certified residential project.

Glenwood Park Mixed Use Development, Atlanta, GA: Project Manager for development, including LEED-NC Certified residential project. He also served as project manager for NPDES requirements.

Richard Fernandez, P.E. is a Civil Engineer/Planner with 15 years of progressively responsible engineering and design experience, including Geographic Information Systems (GIS) mapping, land development, hydrology, storm and sanitary sewer design, water main design, utility relocations, grading, preparing erosion and sediment control plans, NPDES documentation, water quality measures, and quality control services.

Education: B.S Civil Engineering, 2000, San Agustin University, Peru

Past Projects: *City of Atlanta, GA Wet Weather Program:* Sr. Civil Engineer for management and design of the Combined Sewer Overflow (CSO), Sanitary Sewer Overflow (SSO), Sanitary Sewer Evaluation Survey (SSES) programs, coordinated inspections, data management, and project oversight.

Clean Water Atlanta, GA Program: Contract Staff Engineer for QA/QC review of field data, asset management, design (conventional and trenchless technologies), specifications, and cost estimates.

City of Orangeburg, SC Comprehensive Plan: Planner and GIS coordinator for preparation of plan update.

City of Buford, GA Jackson St. and Victor St. CDBG Sewer Improvements: Design Engineer (Keck & Wood) for 3,000' of 8" DIP Sewer Lines.

PROPOSAL FOR PLANNING SERVICES
CITY OF FAIRBURN LIGHTNING COMMUNITY DEVELOPMENT PLAN

Paul Gilliam, P.E., PTOE is President of Vision Engineering and Planning and has 24 years of experience performing and managing construction engineering, roadway and rail transit design, traffic engineering, and transportation planning projects in over a dozen states for a variety of public and private sector clients. Mr. Gilliam is an expert in Traffic Simulation Modeling, particularly interactions between Traffic Simulation and Travel Demand Modeling; and has extensive experience in intersection safety studies, traffic signal timing, traffic signal design, signal warrant analysis, capacity analysis, and Traffic Impact Studies. He also provides research and applications of Dynamic Traffic Assignment (DTA) models and Regional ITS Planning.

Education: Master of Engineering, 2007; BS, Civil Engineering, 1999

Past Projects: *City of Atlanta, GA Comprehensive Transportation Plan:* Used the Atlanta Regional Commission Activity Based regional model to evaluate the City of Atlanta's population increases from approximately 550,000 to over 1.3 million by the year 2040. He segmented the City into travel sheds and conducted a volume/capacity analysis for each travel shed to determine trips associated with the added population and employment, and used MUG model to evaluate the transit, bicycle, pedestrian, and Transportation Demand Management (TDM) strategies needed.

Hyattsville, MD Transportation Plan: Responsible for field inventories and GIS mapping of existing traffic calming, sidewalk conditions and gaps, wayfinding, and bicycle facilities. Developed recommendations to address sidewalk gaps and improve wayfinding and bicycle lane markings.

Columbia, SC North Main Street Study: Prepared traffic analysis to support streetscape design, and used regional model to develop forecasts for the study corridor and completed traffic analysis using Synchro/SimTraffic. Recommendations included far side bus stop locations to improve traffic flow.

Dr. Sunil Gyawali, Ph.D. is a Transportation Engineer with more than 10 years of experience in transportation engineering and research and development of transportation engineering projects. His experience ranges from transportation planning, traffic operations, traffic safety, to transportation infrastructure design/construction. Mr. Gyawali has experience in transportation database and statistical modeling, intersection and corridor safety/operations studies, traffic mobility studies, signal warrant studies, traffic signal operations, traffic impact studies, parking studies, project development and environment study and System Interchange Modification Reports. Mr. Gyawali was also involved in several cutting edge research projects related to the traffic operations of geometrically unconventional intersections, development of volume warrants of right turn lane and driver behavior study.

Education: Ph.D., Civil/Transportation Engineering, 2014; Master of Science, Civil/ Transportation Engineering, 2008; BS, Civil Engineering, 1999

Past Project: *Birmingham, AL CBD Study:* Developed year 2019 and 2025 intersection forecasts at approximately 63 intersections for a major ALDOT reconstruction project on I-65 and I-20/59 in downtown Birmingham, AL. Used the Birmingham RPC regional model and NCHRP 765 post processing procedures to develop peak hour intersection/interchange forecasts. Utilized statistical method and historical data trend to determine the reliability of available data.

Mr. Jose Ojeda specializes in computer applications of transportation planning and transportation engineering, particularly travel demand modeling, and has more than 25 years of experience in the development of zonal, network and model input files; preparation and setup of scripts and batch files; execution of transportation planning models; and post-processing of model outputs. He has extensive experience in microcomputer-based transportation modeling and the use and applications of graphics packages

Education: BS, Mechanical Engineering, University of the Philippines, Diliman, Quezon City, 1968

PROPOSAL FOR PLANNING SERVICES
CITY OF FAIRBURN LIGHTNING COMMUNITY DEVELOPMENT PLAN

Past Project: *Fort Belvoir, VA Master Plan Update:* Mr. Ojeda performed model calibration and validation of the subarea model based on the Metropolitan Washington Council of Governments (MWCOC) Version 2/TP+ traffic model network. He also processed the model outputs in the preparation of traffic forecasts for three alternative scenarios for short- and long-range components.

Alvin Harper, AIA, LEED-AP is a leading project architect with over two decades of progressively advanced architectural design and project management services for municipal and institutional projects. His work includes project conceptualization, programming, and design development of layout, building systems, materials selection, and coordination for sophisticated projects. He manages the Design Team and integrates each engineering discipline into programs to exceed client expectations.

Education: Bachelor of Architecture (1998), Southern Polytechnic State University, Marietta, GA

Past Projects: *Roswell, GA Historic House Museums Assessments:* Architect/Inspector prepared review and recommendations for improvements at Bulloch Hall, Barrington Hall, and Smith Plantation for continued use as public venues, 2018.

Georgia State University Center Renovations, Atlanta, GA: Architect for \$2,500,000 conversion of a loading dock and storage area into a new section of the law library, and upgrades to three floors.

Line Creek Baptist Church Sanctuary & Activity Building, Coweta County, GA: Design for a new church.

Mable House Amphitheater and Old Mable House Renovation, Cobb County, GA: Design for new cultural arts center/amphitheater and renovation of historic house, 2003

Steve Swafford, EIT provides electrical systems and lighting design. He has broad experience in the design of power and emergency power, electrical distribution systems, controls and lighting, and more than 15 years of experience in designing large complex electrical systems, while focusing on constructability and cost effectiveness of the design. His experience has involved a customer base that ranges from commercial developers, to major hospitals, corporations, government, campus environments.

Education: Bachelor of Architecture (1998), Southern Polytechnic State University, Marietta, GA; Bachelor of Industrial Engineering, Georgia Inst. of Technology, 1992

Past Projects: *City of Dahlonega Complete Streets Plan, Dahlonega, GA:* Provided electrical systems design for multiple-phase streetscape improvements.

Ponce City Market Development, Atlanta, GA: Electrical designer for power and lighting.

Clint Oglesby, EIT has three years of experience as an electrical engineering designer for power, emergency power, and communications systems, controls, alarms, and illumination for single and multi-story buildings, training facilities, and operational systems in the US and overseas. Mr. Oglesby has designed controls, alarms, power, lighting, voice, and data communications systems for public, institutional, and commercial clients. His recent focus has been as an electrical systems designer in an integrated mechanical, electrical, plumbing design group.

Past Projects: *Roswell, GA Historic House Museums Assessments:* Electrical Engineering Inspector prepared review and recommendations for improvements at Bulloch Hall, Barrington Hall, and Smith Plantation for continued use as public venues.

Dunwoody, GA Baseball Fields Design/Build Project: Electrical Engineering Designer for lighting supports.

Hartsfield Jackson Atlanta Int'l Airport (ATL) Concourse C Improvements for Southwest Airlines: Electrical Engineering Designer for re-purposing Southwest Airlines ramp level spaces, including HVAC, plumbing, fire protection, and control systems review, analysis, and design modifications to meet codes and design requirements on the concourse at the busiest commercial airport in the world.

PROPOSAL FOR PLANNING SERVICES
CITY OF FAIRBURN LIGHTNING COMMUNITY DEVELOPMENT PLAN

Jelani Linder has a background in long range planning, land planning and real estate development. He has worked with several small municipalities and governmental agencies to develop comprehensive and downtown master plans. As a Duckett Design Group planner for the public sector, Mr. Linder has facilitated stakeholder meetings, developed existing conditions reports, GIS maps, work plans, corridor plans and best practice guidelines. As planner for the private sector, Mr. Linder has worked on feasibility studies, land planning, real estate valuations and rezoning cases.

Education: University of Georgia, Masters of Environmental Planning and Design; Georgia State University, Bachelor of Arts

Past Projects: *City of Auburn, GA Planning Study:* Planner and Data Analyst, assisted team in public engagement, needs assessment visioning and recommendations

Georgia Conversancy and Lindbergh/LaVista Corridor Coalition Study: Planner and Data Analyst, assisted team in public engagement, needs assessment, visioning and recommendations.

Chris Sirmans is Design Coordinator, Construction Consultant, and Environmental Planner for Duckett Design Group. Christopher is also a full-time faculty member at Gwinnett Technical College as the Department Chair for the Commercial Construction Management Program. Christopher's career has encompassed all aspects of project planning, development, management, and design. The range of project types have included public schools, university housing, retail shopping centers, financial institutions, restaurants, public parks, amphitheaters, mixed use developments, logistics centers, maximum security facilities, hotel/hospitality, high density residential, municipal facilities, community developments, and transportation.

Education: University of Georgia, Masters of Environmental Planning and Design; Georgia College and State University, Bachelors of Arts

Past projects: *City of Auburn, GA Planning Study:* Planner and Data Analyst, assisted team in public engagement, needs assessment visioning and recommendations.

Georgia Conversancy and Lindbergh/LaVista Corridor Coalition Study: Planner and Data Analyst, assisted team in public engagement, needs assessment, visioning and recommendations.

PROPOSAL FOR PLANNING SERVICES
CITY OF FAIRBURN LIGHTNING COMMUNITY DEVELOPMENT PLAN

LIGHTNING COMMUNITY DEVELOPMENT PLAN APPROACH SUMMARY:

Public Engagement Planning

Public engagement is important to shaping the plan ensuring the plan reflects the community. While it is not always possible to reach everyone, we strive to get an appropriate cross section of the community as their feedback can serve as an indicator of the general public. Our public participation process is a four-part process that includes awareness, education, input and decision making.

- **Awareness** engages the community at the beginning of the planning process and informs them how to be involved in the planning process. We will notify the public via social media, City's website, community calendar, local newspaper and mailings. As part of the awareness process we will meet with officials to educate them on our process and identify their goals and objectives.
- **Education** - The second part of our public engagement process educates city officials, stakeholders and the public of existing conditions and best practices. For our team this helps us to confirm our findings and better develop probable solutions.
- **Input** is the third part to our planning process. Through a number of charrettes with small and larger groups of officials, stakeholders and the public we plan to develop community oriented planning solutions.
- **Decision-making** - Lastly we engage the public to make a unified decision. Again through the process of charrettes and meetings we work with the community to develop a vision and recommendations on how to move forward.

Visioning

"Visioning" is a critical part of public participation and is both an element of the process and as an expression of the desired product. The visioning process is collectively involving the community to establish a product that outlines and recommends a collective vision for the future. The vision serves as a compass to the community, guiding the community and providing a focused, desired outcome.

The principles for developing the vision statement include engaging a steering committee, and conducting and recording community workshops and task force meetings and recommendations. The steering committee is responsible for the oversight and organization of the entire process. This committee, made up of the planning team, public officials and key stakeholders forms the prism for the "visioning" process. The community workshops are public meetings in which the public is informed about the process, discuss issues affecting the community, define and progress towards the desired vision, and prioritize recommendations. Task forces are smaller groups that may gather and investigate specific issues affecting the community to identify potential outcomes and solutions.

The first part of this process is forming the steering committee. Once this committee is formed, the planning team prepares a plan the first workshop, to include an overview of the visioning process and an agenda for the steering committee. The first workshop will ask participants to identify things they like or dislike about the community and issues that should be addressed by the planning study.

The planning team will work with the steering committee to tally results and develop a list of key items to be forwarded to study group task forces. In the second workshop the steering committee will review progress and participants will be asked to serve on specific smaller task groups based on the issues established in the first meeting. During this process, the steering committee will ensure that task groups meet regularly and stay on track. In the third workshop each task group reports major findings to the steering committee as a whole, and participants are asked to discuss what they want their community

PROPOSAL FOR PLANNING SERVICES
CITY OF FAIRBURN LIGHTNING COMMUNITY DEVELOPMENT PLAN

to look like in future.

After this workshop, the steering committee will guide the collective taskforces to establish the final vision statement. The steering committee and task force groups will be asked to identify and consider developing strategies to market and make the vision statement a reality. Finally after the vision statement is established, a fourth community workshop will be organized to unveil and celebrate the vision statement.

Needs Assessment

The Need Assessment uses technical analyses and public input to identify current and future needs in the community. These identified needs will be addressed by plan recommendations. Our team will use various tools and resources to gather data about the community. The team will present this data in a series of documents and maps that are easy to understand and useful for integrating the assessment into the vision planning for the community. Things that will be included in the existing conditions report are the following: Demographics, land use, economics, recreation/open space, housing, natural and cultural resources.

The preparing the existing conditions report, the planning team will develop recommendations based on public input and best practices. An Action Plan will be created on the basis of these recommendations to address comprehensive plan changes, zoning, development codes (including provisions for overlays and creative infill opportunities such as tiny houses, etc.), way-finding, roads and streets, pedestrian and bicycle facilities, and community gardens and landscaping.

Transportation Planning

The transportation planning component will include assessment of existing road and street facilities, travel demand, and operational efficiencies. We propose to use Synchro/SimTraffic software tools along with ARC model outputs to forecast requirements for the study area.

Community Gardens and a Sense of Community

The planning team will identify properties that are owned by the City, Utility Companies, or other owners that may be available for development as community gardens. Community Gardens may provide opportunities to enhance socialization and with that help to keep the community "connected", as well as providing quality nutrition, learning experiences, and food resources in an area that may otherwise be a "food desert". The team will provide guidance to help create community ownership to develop and preserve these gardens as functional and sustainable properties now and in the future.

Way-finding, welcome monuments, artwork, and attractive landscaping throughout the study area help create a positive sense of "place" for the community. The planning team will identify and present methods to achieve a positive "plan book" for the community to the steering committee.

PROPOSAL FOR PLANNING SERVICES

CITY OF FAIRBURN RFP #18-005 – LIGHTNING COMMUNITY DEVELOPMENT STUDY

Fee Proposal

Robert and Company's proposal to prepare the Comprehensive Plan will not exceed an amount of \$59,240.00 (USD). The second page illustrates the breakdown of the proposal by Element.

Travel costs are updated annually based on IRS allowances (currently at \$0.56/mile). Therefore, travel costs are approximately \$32 per vehicle trip. Our planning team is local and will not require overnight stays as part of this project.

Robert and Company's proposal includes two meetings with staff, two sets of interviews with local stakeholders, four meetings with the Steering Committee, four public workshops, and one public presentation meeting with the Mayor and Council. All meetings are assumed to be at City Hall or stakeholder offices. Based on the number of trips to meet with stakeholders and the public, expenses are anticipated to be approximately \$500 for travel and \$500 for printing, correspondence, and miscellaneous expenses for the public meetings. The public outreach effort is the largest component of the proposed costs.

Table of Professional and Hourly Rates

This table provides hourly rates for additional services to provide additional meetings or follow-on planning services for the project:

Employee	Hourly Rates
Principal Planner	\$ 186.88
Landscape Architect/Planner/Project Manager	\$ 130.00
Civil Engineer/GIS Coordinator	\$ 148.00
Architect/Planner	\$ 143.21
Electrical/Lighting Inspectors/Planners	144.13
Planning Intern	67.00
Data Collection & Public Engagement Planners (Duckett)	140.00
Transportation Planner (Vision)	\$ 157.79
Traffic Engineer (Vision)	\$ 135.27
Clerical Support	\$86.53

The proposal is based on the City's request for services, and Robert and Company does not propose any additional services at this time. We reserve the opportunity to negotiate the final services to accommodate the City's requirements should they change prior or post selection. The above table provides hourly rates for additional services as may be needed to provide follow-on planning and/or conceptual or parametric design services to the City if needed.



Robert and Company Proposed Hours, Expenses, and Fee

Fairburn RFP #18-005 Lightning Community Development Study															TEAM		Est'd Cost	
Company Proposal -		Robert and Company	Principal Planner	Landscape Arch/Planner	Engineers/GIS	Arch/Design Planner	Intern Planner	Clerical	Duckett Engage Planners	VEP Principal Planner	VEP Traffic Engineer	Total Hours	Est'd Labor Cost	Estimated Expenses	Est'd Cost Totals			
Rates/Hour		Task / Hours and	\$187	\$130	\$138	\$144	\$67	\$87	\$140	\$156	\$156							
Stakeholders Interviews/Surveys			2	0	0	0	0	0	40	0	0	42	\$5,974	\$100	\$6,074			
Steering Committee Meetings			4	4	0	0	4	4	16	4	0	36	\$4,754	\$200	\$4,954			
Public Meetings			4	4	0	0	4	2	16	4	0	34	\$4,581	\$200	\$4,781			
Update Community Population & Housing			2	0	0	0	4	0	24	0	0	30	\$4,002	\$0	\$4,002			
Update Natural & Cultural Resources			0	4	0	4	4	0	16	0	0	28	\$3,604	\$0	\$3,604			
SWOT Analysis & Priorities			2	2	0	0	2	0	34	4	0	44	\$6,160	\$0	\$6,160			
Community Facilities			2	4	0	0	4	0	16	0	0	26	\$3,402	\$0	\$3,402			
Identify Costs & Investment Priorities			4	4	8	0	2	0	16	2	0	36	\$5,142	\$0	\$5,142			
Economic Development Zoning Review			2	2	0	0	8	0	4	0	0	14	\$1,730	\$0	\$1,730			
Identify Incentives and Funding Sources			2	0	0	0	4	0	8	0	0	14	\$1,762	\$0	\$1,762			
Prep Maps/Illustrations			0	2	12	0	4	0	8	0	0	26	\$3,424	\$0	\$3,424			
Inventory/Review Transportation Issues			2	0	0	0	0	0	2	12	8	24	\$3,638	\$0	\$3,638			
Inventory LOS & Prioritize Problem Segments			0	0	0	0	0	0	0	8	8	16	\$2,352	\$0	\$2,352			
Recommend Updated Transport. Development Repts.			0	0	0	0	0	0	0	12	8	20	\$2,984	\$0	\$2,984			
Refine & Document Work Program			0	2	4	0	4	0	8	2	0	20	\$2,556	\$0	\$2,556			
Review Assembled Draft and Final Edits			2	2	0	0	4	0	4	0	0	12	\$1,462	\$0	\$1,462			
Present Final to City Council			0	2	0	0	0	2	2	0	0	4	\$540	\$0	\$540			
Misc. Printing Expenses, etc.			0	0	0	0	0	2	0	0	0	2	\$173	\$500	\$673			
Total			28	32	24	4	48	8	214	48	24	430	\$58,240	\$1,000	\$59,240			

* Some City Staff time is assumed to be needed to attend meetings/workshops (9 meetings).

Submitted 5/24/18
by John Ford
Vice President
Robert and Company

Lester Thompson

From: Mbye, Habib <Habib.Mbye@fultoncountyga.gov>
Sent: Tuesday, June 05, 2018 2:54 PM
To: Lester Thompson
Cc: Butler, Dawn; Atwater, Frankie; Jefferson, Jenise; Donna Gayden; Tarika Peeks
Subject: RE: RFP #18-005 - Lightning Community Development Study
Attachments: Basically-CDBG-Chapter-14-Procurement.pdf

Hi Lester we again looked at the HUD procurement guidelines and is directing that the City does not have to re advertise and can accept the lone bid. See attached highlighted attachment. Thanks Habib

From: Lester Thompson [mailto:lthompson@fairburn.com]
Sent: Tuesday, June 05, 2018 8:36 AM
To: Mbye, Habib
Cc: Butler, Dawn; Atwater, Frankie; Jefferson, Jenise; Donna Gayden; Tarika Peeks
Subject: RFP #18-005 - Lightning Community Development Study

Good Morning Habib,

The City of Fairburn advertised the Request for Proposal (RFP) for the Lightning Community Development Study on April 25th, 2018 (see attached). At the end of the thirty (30) day advertising period only one (1) proposal was received (see attached). I know in the past when only one (1) bid was received on an Invitation to Bid (IFB), we were instructed to rebid the project to align with HUD Guidelines. Do the same rules apply for RFPs? If so, we will advertise the RFP for an additional thirty (30) days. If not, we will proceed with the evaluation of the proposal received. Please advise. Thanks.

Lester Thompson, MPA
Community Development/Public Works
26 W. Campbellton St.
Fairburn, Georgia 30213
P: 770-964-2244 (ext. 306)
F: 770-306-6919
E: lthompson@fairburn.com



From: Hang Nguyen
Sent: Wednesday, April 25, 2018 9:42 AM
To: Lester Thompson <lthompson@fairburn.com>
Cc: Marceia Lindley <mlindley@fairburn.com>; Tarika Peeks <tpeeks@fairburn.com>; Kimberly Mitchell

CHAPTER 14: PROCUREMENT



CHAPTER PURPOSE & CONTENTS

This chapter provides an overview of the federal procurement requirements. It covers the basics of Part 85.

SECTION	TOPIC	PAGE
14.1	Overview of Procurement Requirements	14-1

14.1 Overview of Procurement Requirements

- ✓ When a grantee elects to hire a contractor, whether to administer a program, complete a task or do construction, those contractors must be procured competitively. This section highlights the procurement rules.

Key Topics in This Section	✓ Procurement requirements and methods
Regulatory/Statutory Citations	§570.502, §570.610, §85.36
Other Reference Materials on This Topic	✓ CPD Notice 96-05 ✓ Executive Order 12549

- ✓ Both grantees and subrecipients must follow federal procurement rules when purchasing services, supplies, materials, or equipment. The applicable federal regulations are contained in:
 - State and local governments and Indian tribes – 24 CFR Part 85. A copy of Part 85 is included in the attachments to this chapter;
 - Nonprofits, institutions of higher education and hospitals – 2 CFR Part 215.44 (formerly OMB Circular A-110), as implemented through 24 CFR Part 84.
- ✓ In addition to federal regulations, most states and many local governments have laws and regulations regarding procurement. Each entity receiving CDBG funds should be aware of state and/or local laws that may affect procurement policies.
- ✓ Grantees should adopt procurement policies that describe how the grantee or subrecipient will procure supplies, materials, services, and equipment. The policy should assure that all purchases are handled fairly and in a manner that encourages full and open competition. Grantees should follow the procedures established in the policy, and document how all procurements were handled.
- ✓ The “essence of good procurement” can be summarized as follows:
 - Identify and clearly specify standards for the goods or services the grantee or subrecipient wants to obtain;
 - Seek competitive offers to obtain the best possible quality at the best possible price;

Chapter 14: Procurement



- Use a written agreement that clearly states the responsibilities of each party;
- Keep good records; and
- Have a quality assurance system that helps the grantee or subrecipient get what it pays for.
- ✓ There are four methods of procurement that are identified in the federal regulations:
 - Small purchase procedures;
 - Sealed bids;
 - Competitive proposals; and
 - Non-competitive proposals.
- ✓ Please note that the following training manual text is an abbreviated summary of the procurement rules and grantees are encouraged to read Part 85.36 in its entirety (attached) as well as any applicable state or local procurement laws.

14.1.1 Small Purchase Procedures

- ✓ The small purchase procedures allow recipients to acquire goods and services totaling no more than **\$100,000**, without publishing a formal request for proposals or invitation for bids.
 - This method of procurement is typically used to purchase commodities such as equipment or other materials.
 - In the event that a grantee is purchasing materials that will exceed \$100,000, they must use the sealed bid process.
- ✓ The small purchases method can also be used to acquire eligible types of services, such as professional consulting, environmental review, or planning. This method cannot be used if the services contract will exceed \$100,000 in value. If the services contract will exceed \$100,000, the grantee must issue an RFP under the competitive proposals approach (see below).
- ✓ In general, the small purchases procedures also should not be used to acquire construction contractors. It is recommended that these acquisitions occur under the sealed bid approach outlined below.
- ✓ Under the small purchases method, grantees send a request for quotes to potential vendors with a detailed description of the goods or services needed. In return, they receive competitive written quotations from an adequate number of qualified sources.
 - Each quote should include pricing information that allows the grantee to compare costs across bidders and ensure cost reasonableness.
 - Documentation of the quotes shall be maintained in the grantee's files.
- ✓ The award should be made to the lowest responsive and responsible source.

14.1.2 Sealed Bids (Formal Advertising)

- ✓ Sealed bids (Formal Advertising) should be used for all construction contracts or for goods costing more than \$100,000.

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- ✓ Competitive sealed bidding requires publicly solicited sealed bids and a firm-fixed-price lump sum or unit price contract is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is lowest in price.
- ✓ In order for formal advertising to be feasible, the following minimum conditions must be present:
 - A complete, adequate and realistic specification or purchase description is available.
 - Two or more responsible suppliers are willing and able to compete effectively for a grantee's business.
 - The procurement lends itself to a firm fixed-price contract, and the selection of the successful bidder can appropriately be made principally on the basis of price.
- ✓ When the competitive sealed bid (formal advertising) process is used, the following requirements apply:
 - Publication Period: The invitation for bids must be publicly advertised and bids solicited from an adequate number of suppliers. The publication should be published at least once in a newspaper of general circulation, providing sufficient time prior to bid opening. If the publication period is not of sufficient time to attract adequate competition, the bid may have to be re-advertised.
 - Clear Definition: The invitation for bids, including specifications and pertinent attachments, must clearly define the items or services needed in order for bidders to properly respond to the invitation.
 - Public Opening: All bids must be opened publicly at the time and place stated in the invitation for bids. The public is allowed at that time to review the bids.
 - Selection and Contracting: A firm-fixed-price contract award must be made by written notice to the responsible bidder whose bid, conforming to the invitation for bids, is lowest. Where specified in the bidding documents, factors such as discounts, transportation costs and life cycle costs must be considered in determining which bid is lowest.
 - Rejection of all Bids: All bids may be rejected when sound documented reasons exist. Such documentation shall be made a part of the files.

14.1.3 Competitive Proposals

- ✓ Competitive proposals are used to purchase professional services where the total cost will exceed \$100,000. Under this procurement method, the grantee must publish a written request for submissions and then review these submissions based on established selection criteria.
- ✓ The grantee must solicit proposals from an adequate number of qualified sources.
- ✓ Under this approach, there are two possible methods of soliciting proposals.
 - A request for proposals asks that offerors submit both qualifications and cost information.
 - A request for qualifications can be used for purchasing architecture and engineering services. It only asks for information on the offeror's expertise/experience and not on cost, subject to a negotiation of fair and reasonable compensation. When acquiring any service that is not architecture or engineering, the full RFP process must be used.

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- For example, if a grantee were to hire a for-profit CDBG contract administrator and that contract exceeded \$100,000, an RFP would be required.
- ✓ When acquiring architectural or engineering services, either a RFP or a RFQ may be used. Note that if an architectural or an engineering firm is being hired to provide a non architectural/engineering service that service must be procured using either the small purchases process or a RFP. For example, some engineering firms also provide construction and grants management services. In that situation, a RFQ cannot be used and either the small purchases (if it is less than \$100,000) or a RFP must be used.
- ✓ When Competitive Proposals are utilized, the following requirements apply.
 - Publication Period: Proposals must be solicited from an adequate number of qualified sources and an advertisement must be published. RFPs/RFQs should be published in a sufficient timeframe before the proposals/qualifications are due.
 - Clear Definition: The RFP/RFQ must identify the general scope of work and all significant factors of evaluation, including price where appropriate, and their relative importance.
 - Technical Evaluation: The grantee must provide a mechanism for technical evaluation of the proposals received, determinations of responsible offeror and the selection for contract award.
 - Award: Award may be made to the responsible offeror whose proposal will be most advantageous to the procuring party, price and other factors considered. Unsuccessful offerors should be notified promptly. The contract can be either a fixed price or a cost reimbursement type.

14.1.4 Non-competitive Proposals

- ✓ Non-competitive procurement may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and one of the following circumstances applies:
 - Where the item is available only from a single source;
 - Where a public emergency or urgent situation is such that the urgency will not permit a delay beyond the time needed to employ one or the other procurement methods; or
 - Where after solicitation of a number of sources, competition is determined inadequate.

14.1.5 Conflict of Interest

- ✓ Grantees must develop and maintain a written code of standards that helps to prevent conflicts of interest in procurement.
 - This written code of conduct must apply to all employees, officers, agents of the grantee, members of their immediate family, and partners.
- ✓ The code shall prevent financial interest or other benefits earned for any of these persons due to a CDBG-related procurement action. These persons also cannot solicit or accept gratuities, favors or other items of monetary value from contractors. Grantees are allowed to establish minimum thresholds below which the financial interest is not substantial or is of nominal value.

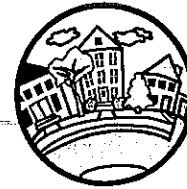


- For example, many grantees have rules that nominal items worth less than \$10 or \$25 are not considered to be a conflict.

14.1.6 Excluded Parties

- ✓ Grantees must not make any award (subgrant or contract) to any organization which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."
 - This applies to any CDBG-assisted contract at any tier in the process.
 - To learn more about excluded parties, go to: <http://www.epls.gov/>

Chapter 14: Procurement



ATTACHMENT 3-1: PART 85.36

[Code of Federal Regulations]
[Title 24, Volume 1]
[Revised as of January 1, 2007]
From the U.S. Government Printing Office via GPO Access
[CITE: 24CFR85.36]

[Page 532-538]

TITLE 24--HOUSING AND URBAN DEVELOPMENT

PART 85 ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE

Subpart C Post-Award Requirements

Sec. 85.36 Procurement.

(a) States. When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and subgrantees will follow paragraphs (b) through (i) in this section.

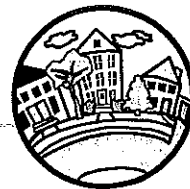
(b) Procurement standards. (1) Grantees and subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.

(2) Grantees and subgrantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(3) Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in

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regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

(4) Grantee and subgrantee procedures will provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(5) To foster greater economy and efficiency, grantees and subgrantees are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.

(6) Grantees and subgrantees are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(7) Grantees and subgrantees are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(8) Grantees and subgrantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

(9) Grantees and subgrantees will maintain records sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(10) Grantees and subgrantees will use time and material type contracts only--

(i) After a determination that no other contract is suitable, and

(ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.

(11) Grantees and subgrantees alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee or subgrantee of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the grantee or subgrantee unless the matter is primarily a Federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

(12) Grantees and subgrantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust all administrative remedies with the grantee and subgrantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:

(i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the

Chapter 14: Procurement



jurisdiction of State or local authorities) and

(ii) Violations of the grantee's or subgrantee's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the grantee or subgrantee.

(c) Competition. (1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of Sec. 85.36. Some of the situations considered to be restrictive of competition include but are not limited to:

(i) Placing unreasonable requirements on firms in order for them to qualify to do business,

(ii) Requiring unnecessary experience and excessive bonding,

(iii) Noncompetitive pricing practices between firms or between affiliated companies,

(iv) Noncompetitive awards to consultants that are on retainer contracts,

(v) Organizational conflicts of interest,

(vi) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement, and

(vii) Any arbitrary action in the procurement process.

(2) Grantees and subgrantees will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) Grantees will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:

(i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a brand name or equal description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and

(ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(4) Grantees and subgrantees will ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees and subgrantees will not preclude potential bidders from qualifying during the solicitation period.

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(d) Methods of procurement to be followed. (1) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently set at \$100,000). If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources.

(2) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in Sec. 85.36(d)(2)(i) apply.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively and for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;

(B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;

(C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;

(D) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(3) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;

(ii) Proposals will be solicited from an adequate number of qualified sources;

(iii) Grantees and subgrantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees;

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(iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(v) Grantees and subgrantees may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(4) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

(i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:

- (A) The item is available only from a single source;
- (B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (C) The awarding agency authorizes noncompetitive proposals; or
- (D) After solicitation of a number of sources, competition is determined inadequate.

(ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.

(iii) Grantees and subgrantees may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section.

(e) Contracting with small and minority firms, women's business enterprise and labor surplus area firms. (1) The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

(f) Contract cost and price. (1) Grantees and subgrantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of

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analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

(2) Grantees and subgrantees will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (see Sec. 85.22). Grantees may reference their own cost principles that comply with the applicable Federal cost principles.

(4) The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

(g) Awarding agency review. (1) Grantees and subgrantees must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the grantee or subgrantee desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(2) Grantees and subgrantees must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc. when:

(i) A grantee's or subgrantee's procurement procedures or operation fails to comply with the procurement standards in this section; or

(ii) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or

(iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a "brand name" product; or

(iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

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(3) A grantee or subgrantee will be exempt from the pre-award review in paragraph (g)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.

(i) A grantee or subgrantee may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, and third-party contracts are awarded on a regular basis.

(ii) A grantee or subgrantee may self-certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self-certification procedure, awarding agencies may wish to rely on written assurances from the grantee or subgrantee that it is complying with these standards. A grantee or subgrantee will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.

(h) Bonding requirements. For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or subgrantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

(i) Contract provisions. A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

(2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

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(4) Compliance with the Copeland ``Anti-Kickback'' Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

[53 FR 8068, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19642, Apr. 19, 1995]



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: APPROVAL OF THE MEMORANDUM OF AGREEMENT FOR THE DEVELOPMENT OF THE SOUTH FULTON COMPREHENSIVE TRANSPORTATION PLAN.

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

Submitted: 07/06/2018 Work Session: 07/23/2018 Council Meeting: 07/23/2018

DEPARTMENT: Engineering

BUDGET IMPACT: The budget impact of this agreement is \$9,091.17, which will come from the general funds.

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to approve the Memorandum of Agreement for the Development of the South Fulton Comprehensive Transportation Plan and the local match of \$9,091.17.

HISTORY: The Cities of South Fulton completed their first joint Comprehensive Transportation Plan (CTP) in 2013. The 18-month plan, was initiated in 2012 and adopted by Mayor and Council in the winter of 2013. It is encouraged that the plan be updated every five years to reflect the latest socio-economic and land use data and to serve as a guide to develop the latest priorities. The Atlanta Regional Commission, as part of the Community Support Program, has offered to program some planning funds in 2018 or 2019 for the eight cities (Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Palmetto, South Fulton and Union City) to update the CTP.

FACTS AND ISSUES: This Memorandum of Agreement (MOA) is intended to provide a framework for continuing cooperative and comprehensive planning and development of the South Fulton Comprehensive Transportation Plan (SFCTP). The development of the SFCTP will be managed by the Atlanta Regional Commission (ARC) as agreed by the Cities. It is important to note that projects that are federally-funded must be drawn out an approved CTP.

RECOMMENDED ACTION: Staff recommends that Mayor and Council approve the Memorandum of Agreement for the Development of the South Fulton Comprehensive Transportation Plan and the local match of \$9,091.17.

Donna M. Gayden, City Administrator

Elizabeth Carr-Hurst, Mayor

***Memorandum of Agreement
for
The Development of the South Fulton Comprehensive Transportation Plan
Among
the Cities of Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Palmetto,
South Fulton, and Union City***

WITNESSETH:

WHEREAS, the Atlanta Regional Commission (ARC) is the Metropolitan Area Planning and Development Commission for the ten (10) county Atlanta Region as defined by O.C.G.A. 50-8-82; and

WHEREAS, in accordance with O.C.G.A. 50-8-93 (e), ARC has the power and authority to undertake such other planning functions within its area as may be assigned or delegated to the commission by other agencies or boards, public or private, and for which the commission accepts responsibility; and

WHEREAS, each of the cities of south Fulton County (Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Palmetto, South Fulton and Union City, hereinafter referred to as "the Cities") has agreed that the Atlanta Regional Commission (ARC) will manage the planning and development of a Comprehensive Transportation Plan for South Fulton County and ARC agrees to accept responsibility for management of the project.

NOW, THEREFORE, for and in consideration of the premises, the parties hereby agree as follows:

SECTION 1: PURPOSE

This Memorandum of Agreement (MOA) is intended to provide a framework for continuing cooperative and comprehensive planning and development of the South Fulton Comprehensive Transportation Plan (SFCTP). The development of the SFCTP will be managed by ARC as agreed by the Cities.

The SFCTP will be a program of goals, objectives, and strategies aimed at evaluating, coordinating and making necessary recommendations for the regional transportation system. This process is intended to ensure that the South Fulton area is coordinated in an effort to produce a Plan that will meet the future projected demands related to land use and the regional transportation system. This project will also involve the development of performance measures, the collection and analysis of data as well as stakeholder input in various forms. The end result of this process will be a comprehensive program of policies and/or projects that will include estimated costs and timeframes for project implementation and any recommendations for needed coordination beyond local jurisdictional boundaries.

SECTION 2: ORGANIZATIONAL ROLES AND RESPONSIBILITIES

A. Atlanta Regional Commission (ARC)

ARC shall be responsible for the following:

1. Provide overall coordination and management of the project.
2. Manage and conduct all planning activities associated with the project.
3. Be the recipient of any federal and local funding for all planning activities associated with the project. (Estimates are \$500,000 federal and \$125,000 local for a total of \$625,000)
4. Award and manage any sub-contracts necessary to perform required planning associated with the project.
5. Manage the project in accordance with all applicable State and Federal laws and regulations.
6. Provide periodic financial status updates at Project Management Team meetings to the Cities showing the obligation and expenditure of funds.
7. Invoice and collect the local match from individual cities.
8. Share information it receives from the consulting team with individual cities.
9. Encourage input from individual cities and facilitating development of the Scope of Work with the PMT.

ARC will designate an ARC Project Manager for the SFCTP. For the sake of continuity, it is highly desirable to maintain the same Project Manager throughout the project.

B. Cities

The Cities shall be responsible for the following:

1. Assist ARC in the development of a scope of work for the project.
2. Provide funding for the project in accordance with each city's commitment, shown under the "local match" column in the table on Attachment A: Local Match Financial Commitments.
3. The Cities will have their funds, authorized by the local government, available to pay their share of the local match to the Atlanta Regional Commission by July 31, 2018. All local matches must be received in advance of ARC negotiating a consultant contract and incurring costs. There will be no refund of the local match after funds are transmitted to ARC. Any funds paid in advance, for which ARC does not actually incur the estimated costs, will be refunded to the Cities, once the project is complete, proportional to each city's share shown in Attachment A.
4. Appoint representatives to serve on Project Management Team (PMT) and Stakeholders Committee (SC).
5. Mayors of South Fulton Cities serve on the Project Policy Committee.
6. Provide other assistance as mutually agreed upon.
7. Submit to ARC a copy of the City Council resolution and/or meeting minutes approving the Comprehensive Transportation Plan.

8. Acknowledge that the SFCTP has a regional focus; the Cities pledge to work together toward mutually beneficial arrangements balancing mobility, land use, and quality of life issues.
9. Review project documents and approve the project final document according to the procedures laid out in Section 3.

SECTION 3: POLICY DEVELOPMENT AND COORDINATION

The project shall be conducted using three key groups to facilitate feedback, decisions and communication: a Stakeholders Committee, a Policy Committee and a Project Management Team.

- The Stakeholders Committee is the main group that will review large quantities of study information, findings and recommendations presented by ARC and the Consultant.
- The Policy Committee will provide policy direction.
- The Project Management Team will deal with contractual and project management issues.

A Project Management Plan will be developed to outline specific meetings and a project schedule.

3.1 Stakeholders Committee (SC)

The involvement of a diverse set of stakeholders is essential to the successful development of this project. The composition of the Stakeholders Committee (SC) should reflect each City government and South Fulton County as a whole, representing the public's interests in formulating the SFCTP. The PMT will approve the recommended committee structure, as proposed in the public participation plan, as defined in the scope of services. The SC will consist of no more than 40 people. The SC, at a minimum, shall include City Council members, citizen's representatives, staff and board of CIDs, transit operators, land use planners, chambers of commerce, GDOT, environmental advocates, etc.

Three-quarters of the membership of the SC will be proportional to the population for each city, with one-quarter reserved for other representation as indicated above.

ARC and their Consultant will meet with the SC periodically throughout the project according to the Project Management Plan and present all of the significant findings and recommendations of the SFCTP to the SC for their review and feedback. The SC will help to shape the plan by providing input to the needs assessment and project recommendations, including policy decisions where a consensus can be reached. The PMT will insure the Consultant meet with and provide presentations to each City Council as specified in the Statement of Work.

If the SC, after much discussion, reaches an impasse, they will refer a difficult issue to the Policy Committee for resolution. The intent is to reach consensus on the plan, and the SC, as a microcosm of the public, is the primary body for discussing and debating the elements of the plan and for reaching a consensus that is representative of the public.

3.2 Policy Committee (PC)

The Policy Committee (PC) shall consist of the eight Mayors. The PC will select the representatives to the Stakeholders Committee. The PC may meet quarterly and shall provide policy direction to the PMT, interpret any areas requiring policy clarification, and provide approval of the draft plan, in accordance with the requirements of this section. The decision-making process shall be decided by the Policy Committee.

3.3 Project Management Team (PMT)

The PMT shall consist of one city staff member, appointed by the Mayor from each of the eight cities. The 8-member PMT shall:

- Provide project management input and guidance for the consultant and the ARC Project Manager.
- Refer difficult policy matters to the Policy Committee (PC), as provided by the Stakeholders, along with any PMT positions or recommendations
- Develop and recommend the scope of services, by consensus vote.
- Recommend the preferred consultant for selection by ARC, to perform the scope of services

Decisions of the PMT shall be made by majority vote (5 out of 8 members).

3.4 Approval of Draft Plan

The draft document as designated by the PMT shall be sent to the PC and requires six out of ten votes for approval by the PC.

3.5 Approval of Final Plan

The PC shall submit the approved draft plans to the eight City Councils. A minimum of five approvals from the eight cities accepting the draft report (that has been approved by the PC) shall constitute final approval of the plan. Cities which do not approve the plan will not be permitted to reference the CTP as a source document for projects submitted in any future solicitations for federal funds managed by ARC.

SECTION 4: COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

ARC and the Cities shall comply with all applicable Local, State, and Federal laws and regulations. Nothing in this MOA alters, or seeks to alter, the existing statutory authority of either party under State or Federal law. If any of the provisions of this MOA are held to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

SECTION 5: TIME OF PERFORMANCE, AMENDMENTS AND MODIFICATIONS

This agreement shall become effective upon execution by the Cities and remain in effect until the completion of the project or termination by the parties as provided below.

Any City may terminate this Agreement upon sixty (60) days' written notice to the others, provided that the City requesting termination has provided notice and sufficient opportunity for remedy.

Any City may request changes to this MOA at any time by written notice to the other Cities signatory of this agreement. Such changes as are mutually agreed upon by and between the Cities shall be incorporated in written amendments to this MOA executed in the same manner as original MOA approval. This Agreement may only be modified by an instrument in writing executed by the Cities. Notwithstanding the foregoing, the Cities acknowledge that this Agreement may be revised or refined from time to time during its term. The Cities agree to cooperate with each other by executing such documents as may be necessary to evidence such mutually agreeable modifications and refinements.

SECTION 6: NOTIFICATION

Any official notifications between the parties to this MOA that would substantially affect the terms or conditions of this MOA shall be directed to the office of the signatories to this agreement.

In witness whereof, the parties hereto have executed this Memorandum of Agreement, this _____ day of _____, 2018

City of Chattahoochee Hills

Attest:

Mayor

City of College Park

Attest:

Mayor

City of East Point

Attest:

Mayor

City of Fairburn

Attest:

Mayor

City of Hapeville

Attest:

Mayor

City of Palmetto

Attest:

Mayor

City of South Fulton

Attest:

City of Union City

Attest:

Mayor

Attachment A: Local Match Financial Commitments
South Fulton Comprehensive Transportation Plan

Federal \$500,000
Local \$125,000
Total \$625,000

Jurisdiction	2016 Population	% of Population	Local Share
Chattahoochee Hills	2,804	1.44%	\$ 1,797.46
College Park	13,676	7.01%	\$ 8,766.80
East Point	35,471	18.19%	\$ 22,738.17
Fairburn	14,182	7.27%	\$ 9,091.17
Hapeville	6,627	3.40%	\$ 4,248.14
Palmetto	4,395	2.25%	\$ 2,817.35
South Fulton	96,923	49.70%	\$ 62,131.08
Union City	20,919	10.73%	\$ 13,409.82
Total	194,997	100%	\$ 125,000.00

*Source- The Atlanta Regional Commission



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: Outfitting New Police Vehicles

☐ AGREEMENT
☐ ORDINANCE

☐ POLICY / DISCUSSION
☐ RESOLUTION

☐ CONTRACT
☒ OTHER

Submitted: July 16, 2018

Work Session: July 23, 2018

Council Meeting: July 23, 2018

DEPARTMENT: Police

BUDGET IMPACT: \$31,872 (\$22,775 use of state seized funds, remainder from general funds)

PUBLIC HEARING? ☐ Yes ☒ No

PURPOSE: The police department is requesting approval to purchase needed equipment to outfit the two new police vehicles that were purchased using seized funds.

HISTORY: Earlier in 2018 the police department received approval to purchase two new police vehicles using seized funds. Those vehicles were purchased and will be delivered in the coming weeks. The vehicles need to be outfitted with necessary equipment. The PD received three quotes for the equipment and work, with TransComm delivering the lowest quote at \$23,048.

Separate from this quote is the cost of two new police radios for the vehicles. The quote was delivered by Motorola, the sole-source for the radios. The quote was for \$8,824 total for the radios.

Total cost is \$31,872 to outfit both new vehicles. The police department requests to utilize the balance of the state seized funds account (\$22,775) for this purchase, with the remainder coming from general funds.

RECOMMENDED ACTION: Approval to outfit two new police vehicles.

Donna M. Gayden, City Administrator

Elizabeth Carr-Hurst, Mayor



105 Manley Rd Griffin, GA 30223
phone(770)227-2200 fax(770)227-2860

Proposal

Customer: Fairburn Police Dept
Name: Lt. Toney Williams
Address:
City/St/Zip:
Re: equipment & installation for two 2018 Ford PI Utilities
email: twilliams@fairburn.com

Date: 7/6/2018
Quote # 15278

Quantity	DESCRIPTION	Price	TOTAL
	ALGT45-3658958 - Federal Signal Allegiant Dual Color LED Lightbar w/full flood	\$2,095.00	\$ 4,190.00
2	SSP2000B - Federal Smart Siren Platinum 100W Siren	inc	inc
2	ES100C - Federal Signal ES100-C 100-watt speaker.	inc	inc
2	ESB-U - Federal Signal ES100-C Universal Mounted on PBX	inc	inc
2	MPS620U-BW - Federal Signal Micropulse Ultra Blue/White W/Flood (PBX)	\$95.00	\$ 760.00
8	MPS652-BW - Federal Signal Micropulse Dual Blue/White (Inside Headlight)	\$95.00	\$ 380.00
4	MPSW9-BW - Federal Signal Micropulse LED Blue/White (Under Mirror)	\$125.00	\$ 500.00
4	MPSMW9-FPIU13MIR - Federal Signal FPIU Under Mirror Mount Kit	\$25.00	\$ 50.00
2	416300-B - Federal Signal Micropulse Blue (Side of OEM Bumper Front & Rear)	\$72.50	\$ 580.00
8	416810-WW - Federal Signal Twist Lock System White (Inside Rear Tail light)	\$160.00	\$ 320.00
2	MPS620U-BA - Federal Signal Micropulse Ultra Blue/Amber (Tag & Rear Bumper)	\$95.00	\$ 760.00
8	PBX05 - Federal Signal FPIU 2018 Center Push Bumper	\$245.00	\$ 490.00
2	PBX-PIT05 - Federal Signal FPIU 2018 PIT Bars	\$315.00	\$ 630.00
2	PBXW-FPIU16 - Federal Signal FPIU 2018 Wing Wraps	\$175.00	\$ 350.00
2	PBX-TC4L-3 - Federal Signal 4 Light Top Channel for MPS Lights	\$20.00	\$ 40.00
2	425-6473 - Jotto Desk Console PI Utility 16+ IPBCC Console	\$375.00	\$ 750.00
2	425-3841 - Jotto Desk Side Hinged Armrest	\$110.00	\$ 220.00
2	425-3704 - Jotto Dual ABS Cup Holder	\$35.00	\$ 70.00
2	425-5542/4143 - Jotto Desk Computer Side Mount w/A-Mod Desktop	\$395.00	\$ 790.00
2	475-0849 - Patriot Dual Weapon Mount w/ Handcuff Lock	\$415.00	\$ 830.00
2	475-0304 - Patriot Space Saver Partition w/SHV Window	\$595.00	\$ 1,190.00
2	475-1109 - Patriot Prisoner Cargo Barrier (CB4)	\$375.00	\$ 750.00
2	475-0309 - Patriot Bar Style Window Armor	\$225.00	\$ 450.00
2	RP-1 - Kustom Raptor Radar	\$1,695.00	\$ 3,390.00
2	327768 - Samlex 450W Inverter	\$60.00	\$ 120.00

2	Brother Printer Pocket Jet 7 w/USB & Power Cables	\$425.00	\$ 850.00
2	75882 Streamlight Stinger DS HPL w/Piggyback Charger	\$149.00	\$ 298.00
2	Premium Window Tint - Front 2 windows only	\$80.00	\$ 160.00
2	Motorola CM300d UHF Radio	\$520.00	\$ 1,040.00
2	UHF HAE4003 Antenna	\$25.00	\$ 50.00
Services	DESCRIPTION	Price	TOTAL
2	Labor to install the above listed equipment and a customer owned 800mHz radio into a 2018 PI Utility	\$1,395.00	\$ 2,790.00
1	Shipping	\$250.00	\$ 250.00
TOTAL			\$ 23,048.00
Mike Merrick Phone:(770)227-2200 Web:www.Transcommservices.com email:mike@transcommservices.com			



QUOTE 7618FPD

2645 Federal Signal Drive
University Park, IL 60484
678-675-8250 local phone

DATE July 6, 2018
CUSTOMER ID Fairburn PD
EXPIRATION DATE 10/6/2018

TO FAIRBURN PD
191 SW BROAD ST.
FAIRBURN, GA 30213
ATTN. Lt. Toney Williams
twilliams@fairburn.com

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
Blake Wilbor	FPIU QTY 2	GROUND	FREIGHT BELOW		CC	

QTY	ITEM #	DESCRIPTION	UNIT PRICE		LINE TOTAL
2.00	ALGT45 PACKAGE	ALLEGiant 45" PACKAGE-ESB-U	\$2,254.00		\$4,508.00
2.00	ALGT45-3658958	ALLEGiant 45" DUAL COLOR LB	\$0.00		\$0.00
2.00	SSP2000B	PLATINUM SMART SIREN CONTROL	\$0.00		\$0.00
2.00	ES100C/ESB-U	100W SPEAKER WITH ESB-U BRKT	\$0.00		\$0.00
8.00	MPS620U-BW	MICROPULSE ULTRA BLUE/WHITE	\$116.20		\$929.60
4.00	MPS652-BW	MICROPULSE CLAMP BLUE/WHITE	\$116.20		\$464.80
4.00	MPSW9-BW	MICROPULSE WIDE BLUE/WHITE	\$160.30		\$641.20
2.00	MPSMW9-FPIU13MI	FPIU MIRROR KIT	\$21.00		\$42.00
8.00	416300-B	MICROPULSE FLUSH MOUNT BLUE	\$69.30		\$554.40
2.00	416810-WW	TWIST LOCK WHITE LED PAIR	\$161.00		\$322.00
8.00	MPS620U-BA	MICROPULSE ULTRA BLUE/AMBER	\$116.20		\$929.60
2.00	PBX05	FPIU CENTER PUSH BUMPER	\$305.00		\$610.00
2.00	PBX-PIT05	FPIU PIT BARS	\$399.00		\$798.00
2.00	PBXW-FPIU16	FPIU WING WRAPS	\$225.00		\$450.00
2.00	PBX-TC4L-3	FPIU TOP CHANNEL FOR MPS	\$20.00		\$40.00
2.00	425-6473	PI Utility 16+ IPBCC Console	\$486.00		\$972.00
2.00	425-3841	Side Hinged Armrest, IPBCC	\$148.00		\$296.00
2.00	425-3704	Dual ABS Cup Holder	\$44.00		\$88.00
2.00	425-5542/4143	Console Side Mount	\$445.00		\$890.00
2.00	475-0849	GR3-AR-870-XTRD-GL3XL	\$533.00		\$1,066.00
2.00	475-0304	PI Utility 13+ SPACE CREATOR	\$761.00		\$1,522.00
2.00	475-1109	PI Utility 16+ CARGO	\$437.00		\$874.00
2.00	475-0309	Window Armor (Bar Style)	\$289.00		\$578.00
2.00	RP-1	KUSTOM RAPTOR RADAR	\$1,736.00		\$3,472.00
2.00	327768	SAMLEX 400W INVERTER	\$65.00		\$130.00
2.00	PRINTER	BROTHER POCKET JET 7	\$383.50		\$767.00
2.00	75882	STREAMLIGHT STINGER DS HPL	\$194.00		\$388.00
2.00	TINT	TINT 2 ROLL UPS	\$99.00		\$198.00

2.00	CM300D	MOTOROLA CM300D RADIO	\$689.00		\$1,378.00
2.00	UHF HAE4003	ANTENNA	\$27.95		\$55.90
2.00	INSTALL	LABOR TO INSTALL ABOVE	\$1,600.00		\$3,200.00
1.00	SHIPPING	SHIPPING	\$325.00		\$325.00
			TOTAL DISCOUNT		
				SUBTOTAL	\$26,489.50
				SALES TAX	
				TOTAL	\$26,489.50

BLAKE WILBOR - BWILBOR@FEDSIG.COM - 678-675-8250



103 Commercial Avenue Carrollton Georgia

Proposal

Date
Customer
Project
Contact
Phone

7/10/2018
FAIRBURN POLICE DEPT
VEHICLE LIGHTING - 2018 FORD UTILITY
LT. TONEY WILLIAMS

Prepared by:
Evan Buford
770-834-7704
Cell 770-780-0884

ITEM	QTY	DESCRIPTION	PRICE	TOTAL
1	2	ALGT45-3658958 - Federal Signal Allegiant Dual Color LED Lightbar w/full flood	\$2,130.00	\$ 4,260.00
2	2	SSP2000B - Federal Smart Siren Platinum 100W Siren	inc	inc
3	2	ES100C - Federal Signal ES100-C 100-watt speaker.	inc	inc
4	2	ESB-U - Federal Signal ES100-C Universal Mounted on PBX	inc	inc
5	8	MPS620U-BW - Federal Signal Micropulse Ultra Blue/White w/Flood (PBX)	\$112.00	\$ 896.00
6	8	MPS652-BW - Federal Signal Micropulse Dual Blue/White (Inside Headlight)	\$108.00	\$ 864.00
7	4	MPSW9-BW - Federal Signal Micropulse LED Blue/White (Under Mirror)	\$136.00	\$ 544.00
8	2	MPSMW9-FPIU13MIR - Federal Signal FPIU Under Mirror Mount Kit	\$35.00	\$ 70.00
9	8	416300-B - Federal Signal Micropulse Blue (Side of OEM Bumper Front & Rear)	\$80.00	\$ 640.00
10	8	416300-B - Federal Signal Micropulse Blue (Side of OEM Bumper Front & Rear)	\$165.00	\$ 1,320.00
11	8	416810-WW - Federal Signal Twist Lock System White (Inside Rear Tail light)	\$106.00	\$ 848.00
12	8	MPS620U-BA - Federal Signal Micropulse Ultra Blue/Amber (Tag & Rear Bumper)	\$260.00	\$ 2,080.00
13	2	PBX05 - Federal Signal FPIU 2018 Center Push Bumper	\$325.00	\$ 650.00
14	2	PBX-PIT05 - Federal Signal FPIU 2018 PIT Bars	\$200.00	\$ 400.00
15	2	PBXW-FPIU16 - Federal Signal FPIU 2018 Wing Wraps	\$22.00	\$ 44.00
16	2	PBX-TC4L-3 - Federal Signal 4 Light Top Channel for MPS Lights	\$410.00	\$ 820.00
17	2	425-6473 - Jotto Desk Console PI Utility 16+ IPBCC Console	\$160.00	\$ 320.00
18	2	425-3841 - Jotto Desk Side Hinged Armrest	\$50.00	\$ 100.00
19	2	425-3704 - Jotto Dual ABS Cup Holder	\$402.00	\$ 804.00
20	2	425-5542/4143 - Jotto Desk Computer Side Mount w/A-Mod Desktop	\$415.00	\$ 830.00
21	2	475-0849 - Patriot Dual Weapon Mount w/ Handcuff Lock	\$670.00	\$ 1,340.00
22	2	475-0304 - Patriot Space Saver Partition w/HSV Window	\$395.00	\$ 790.00
23	2	475-1109 - Patriot Prisoner Cargo Barrier (CB4)	\$230.00	\$ 460.00
24	2	475-0309 - Patriot Bar Style Window Armor	\$1,710.00	\$ 3,420.00
25	2	RP-1 - Kustom Raptor Radar	\$60.00	\$ 120.00
26	2	327768 - Samlex 450W Inverter	\$425.00	\$ 850.00
27	2	Brother Printer Pocket Jet 7 w/USB & Power Cables	\$162.00	\$ 324.00
28	2	75882 Streamlight Stinger DS HPL w/Piggyback Charger	\$85.00	\$ 170.00
29	2	Premium Window Tint - Front 2 windows only	\$520.00	\$ 1,040.00
30	2	Motorola CM300d UHF Radio	\$25.00	\$ 50.00
31	2	UHF HAE4003 Antenna	\$1,395.00	\$ 2,790.00
32	1	Labor to install the above listed equipment and a customer owned 800mhz radio into a 2018 PI Utility	\$250.00	\$ 250.00
TOTAL:			\$ 24,112.00	

MOTOROLA SOLUTIONS, Inc.

Motorola Solutions
Shelley Sanders
PO Box 404059
Atlanta GA 30384
404-992-0248

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