

City of Fairburn
Workshop Agenda
October 9, 2017
6:00 PM

- I. Council Discussion
- II. Agendas Item(s) for Council Meeting at 7:00 PM.
 - 1. Utilities
Repair of Jet Machine.
 - 2. Public Works
Approval of the FY 2017 CDBG Contract with Fulton County
 - 3. Public Works
Approval of 2017 LMIG Off-System Program Pedestrian Improvements Project Contract Award.
 - 4. Public Works
Approval of 2017 LMIG/SPLOST Road Improvements Project Contract Award.
 - 5. Public Works
Approval of Task Order #3 with Moreland Altobelli for Construction Management Services on the 2017 LMIG-OSS Project, Pedestrian Improvements on various City Roads (17-004).
 - 6. City Engineer
Approval of Task Order for Landscape Architectural Services with Moreland Altobelli Associates, Inc.
 - 7. Finance Director
City Staff is requesting Mayor and Council to approve the use of funds from Fund Balance to balance the FY 2017-2018 Budget.
 - 8. Utilities
Emergency Sewer Repair
 - 9. Public Works
Approval of Task Order #3 with Moreland Altobelli for Construction Management Services on the 2017 LMIG Project, Roadway Improvement on various city Roads (17-005).
- III. Adjourn to Regular Meeting.



CITY OF FAIRBURN
CITY HALL
56 Malone Street
Fairburn, GA 30213
October 9, 2017
7:00 PM

REGULAR AGENDA

The Honorable Mayor Mario B. Avery

The Honorable Lydia Glaize
The Honorable Pat Pallend
The Honorable James Whitmore

The Honorable Alex Heath
The Honorable Hattie Portis-Jones

Stephen Hood
Shana T. Moss
Randy Turner

Interim City Administrator
Interim City Clerk
City Clerk

- | | | |
|-------|--|---------------------------|
| I. | Meeting Called to Order: | The Honorable Mayor Avery |
| II. | Roll Call: | Interim City Clerk |
| III. | Invocation: | Appointee |
| IV. | Pledge of Allegiance: | In Unison |
| V. | Presentation: | |
| 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 even more than ten (10) speakers desire to speak, each speaker shall be limited to two (2) minutes and no speaker may speak more than four (4) minutes. Issues raised at this time are generally referred to the City Administrator for review. Responses will be provided at a later date. | |
| VII. | Adoption of the Council Agenda: | Council Members |
| VIII. | Approval of City Council Minutes: | Council Members |
| IX. | Agenda Items: | |
| | 1. Utilities | Mr. Tom Ridgeway |
| | Repair of Jet Machine | (Action Item) |

2. Public Works
Approval of the FY 2017 CDBG Contract with Fulton County **(Action Item)** Mr. Lester Thompson
3. Public Works
Approval of 2017 LMIG Off-System Program Pedestrian Improvements Project Contract Award. **(Action Item)** Mr. Lester Thompson
4. Public Works
Approval of 2017 LMIG/SPLOST Road Improvements Project Contract Award. **(Action Item)** Mr. Lester Thompson
5. Public Works
Approval of Task Order #2 with Moreland Altobelli for Construction Management Services on the 2017 LMIG-OSS Project, Pedestrian Improvements on Various City Roads (17-004). **(Action Item)** Mr. Lester Thompson
6. City Engineer
Approval of Task Order for Landscape Architectural Services with Moreland Altobelli Associates, Inc. **(Action Item)** Ms. Brendetta Walker
7. Finance Director
City Staff is requesting Mayor and Council to approve the use of funds from fund balance to balance the FY 2017-2018 Budget. **(Action Item)** Mr. Ed Holloway
8. Utilities
Emergency Sewer Repair. **(Action Item)** Mr. Tom Ridgeway
9. Public Works
Approval of Task Order #3 with Moreland Altobelli for Construction Management Services on the 2017 LMIG Project, Roadway Improvement on various City Roads (17-005). **(Action Item)** Mr. Lester Thompson
- X. Council Comments: Council Members
- XI. Executive Session (if applicable)
- XII. Adjourn



CITY OF FAIRBURN
CITY HALL
56 Malone Street
Fairburn, GA 30213
September 25, 2017
7:00 PM

POST PRELIMINARY MINUTES

The Official Minutes of this meeting are tentative and have not been ratified, or approved, by the Mayor and City Council, and these Post Preliminary Minutes are not binding on the City or on any Officer thereof.

The Honorable Mayor Mario Avery

The Honorable Lydia Glaize
The Honorable Hattie Portis-Jones
The Honorable James Whitmore

The Honorable Alex Heath
The Honorable Pat Pallend

Stephen Hood
Shana T. Moss
Randy Turner

Interim City Administrator
Interim City Clerk
City Attorney

I. MEETING CALLED TO ORDER BY: The Honorable Mayor Mario B. Avery at 7:00 PM.

II. Roll Call: All member of Council were present, the city had a quorum and the official meeting proceeded.

III. INVOCATION: was rendered by Mayor Mario B. Avery.

IV. PLEDGE OF ALLEGIANCE: was recited in unison.

V. PRESENTATION:

1. City of Fairburn

GICH Team

City of Fairburn's GICH Team (Georgia Initiative for Community Housing) recently attended a Retreat in Athens, Georgia. City Planner Tarika Peek and Councilwoman Glaize gave a comprehensive presentation about the program and the city's involvement. They presented their mission statement which is: As the City of Fairburn moves towards becoming a 21st century progressive city that is situated to succeed, we will evaluate, educate, engage and elevate (E4) our standard of living through our innovative community housing program. Our citizens will be situated to live, work and play in our great city. We believe that every citizen deserves to live a life of quality and it is our aim to provide such by evaluating our housing and wellness needs, educating our citizens about our program, engaging stakeholders from various sectors of our city and elevate our quality of living. As a member of the Georgia Initiative for Community Housing

Program, we are situated to change the narrative and write a new and great story for our city, expand our resources, secure our infrastructure and housing development leading to economic stability for generations to come.

The Target Areas for this program are:

Lightning Community

- Blight and dilapidated residential structures.

Summerwood Community

- Neighborhood Improvements and Clean-up.

The GICH Team learned a lot in Athens and are excited about the opportunity this program affords Fairburn. Several GICH Team Members were in the audience and were recognized with a standing ovation by Mayor and Council for the outstanding work they are doing.

2. City of Fairburn

Interim Administrator Stephen Hood

Chief Hood addressed Mayor and Council and requested this statement become a part of the official city records. Chief Hood addressed a concern that arose at the September 14, 2017 meeting. Listed below is Chief's Statement in its entirety:

September 25, 2017

Mayor Avery and Council,

In my absence at the last Council meeting on Thursday, September 14th, allegations regarding my conduct were brought by the body and discussed amongst Councilmembers. After that discussion, Mayor Avery, you called me the next morning informing me that Council was in expectation of an answer based on these allegations. Tonight, I am here to provide those answers.

Since last June 2016 I have held the office of Interim City Administrator. At the inception of my oversight of this office, my promise and goal towards Council was one of transparency, clear communication, and answers to any and all questions. During my tenure, on more than one occasion, the point has been made by various Councilmembers that I was to wield the same authority, oversight and operational abilities of the office of City Administrator as my predecessor. With this authority, our team has managed and operated within the provided parameters of our job descriptions and City guidelines. Even with key positions being vacant for a variety of reasons amongst City staff, our team has continued to move the City of Fairburn forward. The City Administrator's authority that has been provided by the Council and the approved job description was brought into question at our last Council meeting. Over the last two weeks the office of the Administrator has been inundated with questions regarding the legality, ethical operations and adherence to policy. Reviewing the minutes of this meeting, the impression was given that the Administrator's actions were "unethical, illegal and outside of policy." These comments raised questions from staff members, department heads, and Councilmembers and Fairburn residents. These concerns were placed on the official record via the Council meeting minutes. Because of the above stated reasons, and more importantly the

name and business reputation that I have earned over 28 years in Public service, Mayor Avery, councilmembers, Fairburn residents, and myself are owed an accurate response.

Over the last budget year, certain employees were given pay adjustments. These adjustments were given abiding by City guidelines and motivated by their department heads. Additionally, since my acceptance of this position, City Council has impressed upon ALL department heads, including myself, that employees should be "rightfully compensated" for the work they perform. In all of these cases, adjustments were given employees who have for more than a calendar year performed duties outside of their job descriptions, and/or occupied positions that were expanded because of a shortage within the City and their departments.

Additionally, providing compensation adjustments has been a "day-to-day" or operational function of the City Administrator's office. Mayor Avery, your directive to me upon my acceptance to help the City by being the Interim Administrator was as follows; "All things must be done decently and in order." No State laws have been violated, City policy broken, or accounting practices disregarded. My review of operating within the provided parameters is that this was followed and adhered to. These allegations were unwarranted. It must be noted that I have remained in this position to my own personal and professional detriment. To have to address these allegations is disheartening.

Historically, individual compensation is not reviewed or approved by the governing body. If compensation is fitting and within the budget, these matters are within the City Administrator's purview. This practice gives the Administrator the authority to make adjustments to salaries as long as it stays within the budgetary constraints. For example, Fire and Police attain certifications and or training that allows for salary adjustments. These adjustments have never been brought to Council for approval. If this practice is not what Council now desires, informing the Administrator's office would be prudent. Nothing that has been done has deviated from this accepted City practice.

Moving forward as I vacate this office, an understanding of this may prove beneficial for my replacement. My desire is to end my tenure as it began, "decently and in order." Normally for me such matters are discussed within the Administrator's office, but that opportunity was not afforded me.

As always, I will be glad to entertain any questions and/or concerns in my office.

Respectfully,

Fire Chief Hood

VI. Approval of the Agenda: Motion to approve agenda as order of business and adding items 6 (Task Force for Planning and Zoning and item 7 (Resolution for extending the city's budget) for the city was made by Councilman Pallend; motion, seconded by Councilwoman Glaize.

Vote (5-0)

Motion Carried.

VII. Approval of City Council Minutes: Motion to approve with corrections was made by Councilman Heath; motion, seconded by Councilwoman Glaize. Vote (5-0)
Motion Carried.

VIII. Public Comments:

1. Mr. Rufus Wells of 2057 Broadmoor Way, spoke regarding the Homeowners Association in Durham Lakes about the proposed Cluster Mailboxes set forth by the USPS. Mr. Wells stated the HOA has received numerous complaints of traffic problems and having cluster mailboxes would increase traffic. He stated, there are 65-70 residents in Brookhaven, that will be affected, and 255 additional lots are available and will only get worse with the erection of this mailbox style. He urged council to disapprove cluster mailboxes. Mayor and Council listened intently to Mr. Wells plea.
2. Mr. Green of 2047 Broadmoor Way addressed Mayor and Council about school buses traveling at an accelerated rate of speed, and with children standing up on school buses. He stated this is a dire safety problem. He asked about entrances at the fairways (John Rivers Road) and that buses are parking in turn lanes, mainly School Bus # 487, drives like a maniac and will eventually hurt some of the students. Mayor and Council stated they would look into it, and Police Chief Vernal Sutherland stated his department would be on more frequent patrol.

IX. Agenda Items:

1. Declair Vehicles Surplus and Offer for Sale, was presented by Utilities Director, Mr. Tom Ridgeway, to declare two bucket trucks surplus and offer for sales. These vehicles have been replaced with the purchase of new units and are no longer needed. Motion to approve was made by Councilman Whitmore, motion, seconded by Councilwoman Glaize. Vote (5-0) Motion Carried.
2. Task Order for Impaired Waters Monitoring and Reporting, was presented by Utilities Director, Mr. Tom Ridgeway for Mayor and Council to approve a Task Order with Integrated Science and Engineering in the amount of \$10,500 to perform impaired waters sampling for the 2017-2018 monitoring period and submit the required reports to the Environmental Protection Division. Motion to approve was made by Councilman Heath; motion, seconded by Councilwoman Glaize. Vote (5-0) Motion Carried.
3. Discussion and Approval of a Contract for the Police Department using Professional Probation Services Inc. Chief Vernal Sutherland presented to Mayor and Council to discuss/approve a contract with Professional Probation Services Inc. to handle the probationary cases through the City of Fairburn's Municipal Court. Chief Sutherland stated Professional Probation Services has handled probation since 1995, with a 2006 addendum, seeking a five year contract; this contract can be severed within 30 days.

Motion to approve was made by Councilman Pallend; motion, seconded by Councilman Heath.
Vote (5-0) Motion Carried.

4. Text Amendments 17T-003-Cluster Mailbox Units and Address Identification. This agenda item was initially presented to Mayor and Council at August 28, 2017 meeting and council members requested additional information. City Planner Ms. Tarika Peeks presented an ordinance to amend, by resolution, Chapter 71-Land Development, to add regulations for the installation of residential cluster mailbox units. The United States Postal Service (USPS) has initiated a centralized mail delivery policy for new residential subdivisions, most often referred to as cluster box units (CBU). Cluster mailboxes are now the USPS' preferred method for mail delivery for new residential development (subdivisions). These units are common features of apartment units. The USPS began a centralized delivery of these units in April 2012; this policy is now being enforced for new residential subdivisions. The USPS recognized the convenience of having a mailbox located at the end of a resident's driveway; however, there are advantages to CBU's, such as secure mail, and least expensive. Ms. Peeks stated Planning and Zoning recommended approval. Mayor Avery called for a motion and councilmembers did not say anything; therefore, the matter died from lack of motion, this was stated by City Attorney Randy Turner.
5. Update of Erosion Control Resolution. City Engineer Ms. Brendetta Walker presented to Mayor and Council a resolution to adopt an Updated Erosion Control Policy in the City of Fairburn. Ms. Walker stated the difference about this resolution was an addendum about Coastal Marshland was included in this resolution. Mayor Pro-Tem Portis-Jones, asked what are the updates? Ms. Walker stated Coastal Marshlands, Landscape Material(s), more defined certification for landscape material, and updates for state requirements. Mayor Avery identified and asked about, "Page 97, Line 84 regarding exemptions from buffers, if permit was issued prior to 2014?" Ms. Walker stated this involved administrative and prior permits. Motion to approve was made by Mayor Pro-Tem Portis Jones; motion, seconded by Councilman Heath. Vote (5-0) Motion Carried.
6. Task Force for Planning and Zoning. Mayor Avery stated he received resignation from City Planner Tarika Peeks on September 25, 2017. He thanked Ms. Peeks for her years of service, dedication, and professionalism to the City of Fairburn. Ms. Peeks received accolades from council members and she addressed everyone about the difficult decision she had to make, to leave or stay, she said her decision was bittersweet, she enjoyed her tenure with the city, she enjoyed working with everyone, but this was a progressive move for her career. Mayor Avery stated with the important work of Planning and Zoning the city needed to obtain the services of a zoning task force, to keep P&Z operable and functional in the city. Motion to approve this request was made by Councilman Heath; motion, seconded by Councilman Pallend. Vote (5-0) Motion Carried.
7. City of Fairburn: Resolution to provide for the temporary continued funding of city operations for up to thirty days (30) pending the adoption of a Budget Resolution for

Fiscal Year 2017-2018. Interim City Administrator, Chief Hood presented this resolution to Mayor and Council for continued city funding for 30 days, pending the approval of the new budget. He stated the city's funding for the additional 30 days will not be interrupted and the city is in good financial standing. Motion to approve was made by Councilwoman Glaize; motion, seconded by Councilman Heath. Vote: (5-0) Motion Carried.

Chief Hood gave accolades to Ms. Tarika Peek, stated she helped him a lot in his interim position, he trusted her advice, and she made his job easier, she will be missed by the City of Fairburn and he wished her well in her future endeavors.

Council Comments:

Mayor Avery spoke about the purpose of the Fairburn Festival on October 7, 2017. He believes this will gel the city together, he addressed the college bands that are coming and the rationale behind bring the bands. He stated with the bands presence, this will enlighten the youth they can one day be participating in the band and in higher education, the drum major at Alabama A&M is a former resident of Fairburn and this student is excited to return to his hometown. He believes this is a phenomenal event for the entire city to come out and enjoy one another.

Councilwoman Glaze: encouraged everyone to keep storm ravaged areas and individuals in our prayers, and it is a pleasure to serve the citizens of Fairburn.

Mayor Pro-Tem Portis-Jones: Congratulated Ms. Tarika Peek, and stated she watched her grow and make contributions to the city and saw her professional elevation, and she has left a standard for the city. She spoke on the Festival and this is a community event, for all walks of life and she is happy to be a part of the governing body of Fairburn.

Councilman Heath: Thanked Ms. Tarika Peek for her work and he learned a lot from her about signage and she has definitely made an impact in the city. He announced the passing of Former Mayor H.B. Collins who served the city in 1971, under his leadership there were 6-8 officers, and a population of 2,500 citizens. Former Mayor Collins was an icon in the city; he was always pleasant and willing to listen. He is looking forward to the Festival, he's very excited and come and send Mayor Avery off in style.

Councilman Whitmore: Thanked everyone for their hard work. Also informed the city about the premier of the movie Released, this is a joint collaboration between Fulton County Solicitors Offices and the City of Fairburn. He thanked Mayor and Council for their support of this project.

At 8:19 PM motion to enter into executive session for personnel and litigation was made by Councilman Pallend; motion, seconded by Councilman Heath. Vote (5-0) Motion Carried.

At 8:55 PM motion to exit Executive Session was made by Councilman Whitmore, motion, seconded by Mayor Pro-Tem Portis-Jones.

At 8:56 PM, with no further business of the city, motion to adjourn meeting was made by Councilman Pallend; motion, seconded by Councilman Heath. Vote (5-0) Motion Carried.

Respectfully Submitted by:

Shana T. Moss
Interim City Clerk

I Attest:

Mayor Mario B. Avery

Shana T. Moss, Interim City Clerk



CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

SUBJECT: REPAIR OF JET MACHINE

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

Date Submitted: 10/2/17 Date Work Shop: 10/9/17 Date Council Meeting: 10/9/17

DEPARTMENT: WATER/SEWER

BUDGET IMPACT: \$17,211.71

PUBLIC HEARING: () YES (☒) NO

PURPOSE: For Mayor and Council to approve the repair of the City's trailer based jet machine in the amount of \$17,211.71.

HISTORY:

FACTS AND ISSUES: The new jet/vac machine will not be delivered before February at the earliest. This machine is needed for us to be able to continue to maintain our sewer and storm sewer lines. It will also be used to access lines not accessible using the new machine. It will also serve as a backup for the new machine when it is down for service.

OPTIONS: Rent a machine until the new machine is delivered. The rental cost would exceed the repair cost for the current machine.

ADMINISTRATORS COMMENTS:

RECOMMENDED ACTION: For Mayor and Council to approve the repair of the City's trailer based jet machine in the amount of \$17,211.71.

Stephen Hood, Interim City Administrator

Mario Avery, Mayor



4410 Wendell Dr SW • Atlanta, GA 30336
404-693-9700 • Fax: 404-693-9690

Ship To: NO SHIP

Invoice To: CITY OF FAIRBURN
56 MALONE STREET
FAIRBURN GA 30213

Branch 02 - ATLANTA		
Date 09/29/2017	Time 10:21:15 (O)	Page 2
Account No FAIRB001	Phone No 7709642244	Quote No 000827
Ship Via		Purchase Order
		Salesperson BCA

QUOTE EXPIRY DATE: 10/27/2017

SERVICE QUOTE - NOT AN INVOICE

Authorization: _____

TOTAL: 17211.71



**NOTICE: Please See Important
Information On Reverse Side**

Thank You For Your Business!



ENVIRONMENTAL PRODUCTS GEORGIA

4410 Wendell Dr SW • Atlanta, GA 30336

404-693-9700 • Fax: 404-693-9690

Ship To: NO SHIP

Invoice To: CITY OF FAIRBURN
56 MALONE STREET
FAIRBURN GA 30213

Branch 02 - ATLANTA		
Date 09/29/2017	Time 10:21:15 (O)	Page 1
Account No FAIRB001	Phone No 7709642244	Quote No 000827
Ship Via		Purchase Order
		Salesperson BCA

QUOTE EXPIRY DATE: 10/27/2017

SERVICE QUOTE - NOT AN INVOICE

Stock #: ? MISCELLANEOUS EQUIPMENT MS #: ?
Make: MI Model: US JETTING
Is to have the following work done:

jetter trailer

ADDITIONAL DESCRIPTION:
water pump replacement

Part#	Description	Qty	Price	Amount
40209-00T	MYERS PUMP	1	10215.00	10215.00
60170-00-TX	TACH GAUGE	1	402.86	402.86
60430-00-X	GAUGE	1	119.81	119.81
60431-00-X	GAUGE	1	111.83	111.83
60304-00-B	GAUGE	1	67.87	67.87
60212-00-KX	GAUGE FUEL	1	70.01	70.01
20035-02-T	GAUGE	1	62.99	62.99
70723-00-T	HANDLE	1	56.70	56.70
20254-00-T	GRIP	2	2.32	4.64
70722-00-T	HANDLE W/DM	1	67.84	67.84
71461-00-T	PIN	1	131.31	131.31
20650-00-T	SPRING	1	20.38	20.38
42263-00-X	MUFFLER	1	357.63	357.63
SUBLETP	SUBLET PRT ONLY	1	716.58	716.58
20700-00-T	MUFFLER CAP	1	39.21	39.21
24072-00-X	KIT, KNOB, VALVE	1	20.24	20.24
20029-01-X	VALVE	1	1146.81	1146.81

MISCELLANEOUS CHARGES:

Description	Price	Amount
SHOP SUPPLIES	300.00	300.00
Parts:		12895.13
Labor:		3300.00
Sublet:		716.58
Miscellaneous:		300.00

17,214.71

NOTICE: Please See Important
Information On Reverse Side

Thank You For Your Business!



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: APPROVE THE FY 2017 CDBG CONTRACT WITH FULTON COUNTY

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

Submitted: 10/02/2017 Work Session: 10/09/2017 Council Meeting: 10/09/2017

DEPARTMENT: Engineering

BUDGET IMPACT: The 2017 CDBG Contract award is \$100,000. These funds are provided through a reimbursement request after construction has been completed. Project costs in excess of the \$100,000 allocation will have to be covered by the City of Fairburn.

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to approve the FY 2017 CDBG Contract with Fulton County for an award amount of \$100,000.

HISTORY: Over the last several years, Fulton County has provided funding and administrative services associated with the Community Development Block Grant (CDBG) Program. Funding received through the program has traditionally been around \$55,000 annually. This year's funding amount of \$100,000 breaks that tradition.

In the past, we have used the funds derived from the Fulton County CDBG Program to make infrastructure improvements in the Lightning Neighborhood, one of the most impoverished communities within the City of Fairburn. However, in 2016 CDBG Funds were used to make improvements to Cora Robinson Park instead of continuing to improve the infrastructure as in previous years. The Cora Robinson Community Park and playground serves the predominantly residential L/M residential Lightning Community and was suffering from years of neglect and deterioration.

FACTS AND ISSUES: With last year's project we were able to address some immediate concerns within the Lightning Community through the replacement of existing dilapidated playground equipment we felt posed a serious threat to the health and welfare of the community. The ultimate goal of our efforts was to revitalize the interest and attendance at the park and encourage the use of this area for community purposes. We have already begun seeing some of the fruits of our labor as both interest and attendance have both increased significantly. So much so, that it was decided to use 2017 CDBG funding to continue making improvements in the park. As such, the proposed scope for this year's project entails the demolition of the existing gazebo and replacing it with a new pavilion

constructed on a concrete slab containing picnic tables and seating units. The project also proposes the installation of site lighting to promote visibility and to enhance public safety. The 2017 project also proposes the demolition of approximately 500 linear feet of chain-link fencing and replacing it with wrought iron fencing with intermittent brick columns to align with decorative fencing installed on a previous project. Lastly, the project proposes the replacement of the existing wood sign with a decorative sign/monument structure.

RECOMMENDED ACTION: Staff recommends that City Council authorizes the Mayor to sign the FY2017 CDBG Contract with Fulton County.

Stephen Hood, Interim City Administrator

Mario B. Avery, Mayor

CITY OF FAIRBURN AGENDA ITEM FACTS SHEET

To: City Administrator, Mayor and Council

From: Deputy Director Community Development

Date: October 2, 2017

Re: Facts Sheet for the Approval of the FY 2017 CDBG Contract with Fulton County for an award amount of \$100,000.

Who:

The Deputy Director of Community Development, in conjunction with the City Engineer, is making this request.

What:

For Mayor and Council to approve the FY 2017 CDBG Contract with Fulton County for an award amount of \$100,000.

Why:

It is our goal to use the funds derived from the 2017 Fulton County CDBG Program to continue the improvement initiated with the 2016 CDBG Project, Cora Robinson Park Improvements. The Cora Robinson Community Park and playground serves the predominantly residential L/M income Lightning Community and was suffering from years of neglect and deterioration.

With last year's project we were able to address some immediate concerns within the Lightning Community through the replacement of existing dilapidated playground equipment we felt posed a serious threat to the health and welfare of the community. The ultimate goal of our efforts was to revitalize the interest and attendance at the park and encourage the use of this area for community purposes. We have already begun seeing some of the fruits of our labor as both interest and attendance have both increased significantly. So much so, that it was decided to use 2017 CDBG funding to continue making improvements in the park. As such, the proposed scope for this year's project entails the demolition of the existing gazebo and replacing it with a new pavilion constructed on a concrete slab containing picnic tables and seating units. The project also proposes the installation of site lighting to promote visibility and to enhance public safety. The 2017 project also proposes the demolition of approximately 500 linear feet of chain-link fencing and replacing it with wrought iron fencing with intermittent brick

columns to align with decorative fencing installed on a previous project. Lastly, the project proposes the replacement of the existing wood sign with a decorative sign/monument structure.

Execution of the Agreement is required to move forward with the project and to receive the \$100,000 reimbursement upon the completion of the proposed construction activities.

When:

The Agreement covers Fiscal Year 2017.

Where:

All of the proposed work associated the Agreement will take place in Cora Robinson Park. The Cora Robinson Community Park and playground serves the predominantly residential L/M income Lightning Community.

How:

Authorizing the Mayor to sign the Agreement will allow the City of Fairburn to continue to leverage CDBG funds as in previous years.



**FULTON COUNTY
DEPARTMENT OF COMMUNITY DEVELOPMENT
Community Development Block Grant Program
137 Peachtree Street, Suite 300
Atlanta GA, 30303**

***AN ADDENDUM BETWEEN FULTON COUNTY
AND
The City of Fairburn***

***STATE OF GEORGIA, COUNTY OF FULTON
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
2017 CDBG CONTRACT
Federal Award Identification Number: B-17-UC-13-0003
DUNS Number: 099631004
Federal Award Date: 01/01/2017
Total Federal HUD Award Amount for CDBG: \$ \$2,031,813
CFDA Number 14.218 – Community Development Block Grants***

This addendum is in reference to ***STATE OF GEORGIA, COUNTY OF FULTON FOR
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM 2017 PUBLIC SERVICE CONTRACT
Federal Award Identification Number: B-17-UC-13-0003.***

By signing this Addendum City of Fairburn, states it will comply with the requirements and standards below when administering CDBG grant funds per the FY 2017 contract.

Additional Requirements

Provisions	Federal Regulations*	OMB Circulars for Non Gov't Subrecipients	OMB Circulars for Gov't Subrecipients	Other Federal Regulations **
Grant Closeout Procedures	570.502,570.509			
Financial Management	570.502,570.610			24 CFR Parts 84.20 and 85.20 and Treasury Cir.1075
Audits	570.502,570.610	A-133	A-133	24 CFR Parts 84.26 and 85.26
Religious and Political Activities	570.200(j), 570.207			
Procurement Methods	570.502			

* Unless otherwise noted, citations are from Title 24 of the Code of Federal Regulations (CFR).

** Part 84 applies to institutions of higher education, hospitals, and other non-profit organizations; Part 85 applies to state, local, and federally recognized Indian Tribal governments.

This Addendum is hereby made part of the Contract Documents and specifications to the same extent as if originally included therein, and shall be signed by City of Fairburn and included in the contract. Except for the changes herein, the original Contract Documents shall remain in full force and effect.

Please acknowledge receipt of this Addendum consisting of two pages by signing and returning a copy of this **Acceptance of Notices** by email to (add CDBG manager/specialist's name).

The subrecipient must acknowledge receipt of this addendum in the noted space below.

ACCEPTANCE OF NOTICE

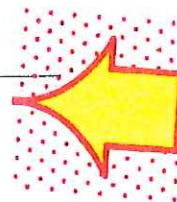
Receipt of the ADDENDUM is hereby acknowledged by

City of Fairburn _____
Subrecipient Name

Date

By: _____
Print Name and Title

Signature





FULTON COUNTY
DEPARTMENT OF COMMUNITY DEVELOPMENT
Community Development Block Grant Program
137 Peachtree Street, Suite 300
Atlanta GA, 30303



AN AGREEMENT BETWEEN FULTON COUNTY
and
The City of Fairburn
STATE OF GEORGIA, COUNTY OF FULTON

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
2017 PUBLIC FACILITIES/INFRASTRUCTURE CONTRACT
CFDA Number 14.218 – Community Development Block Grants

Federal Award Identification Number: B-17-UC-13-0003
City of Fairburn's DUNS Number: 099631004
Federal Award Date: 01/01/2017
Total Fulton County 2017 CDBG Municipality Agreement: \$100,000.00

THIS AGREEMENT, between Fulton County, Georgia, the Department of Community Development (hereinafter referred to as "the County"), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and the **City of Fairburn** (hereinafter referred to as "the Subrecipient"), a municipality organized and existing in Fulton County under the laws of the State of Georgia.

WITNESSETH THAT:

WHEREAS, on, August 2, 2017 the Fulton County Board of Commissioners approved the 2017 Annual Action Plan and substantial amendments as part of the overall Fulton County 2015 – 2019 Consolidated Planning document which includes Community Development objectives and the projected uses of funds for the Community Development Block Grant (CDBG) program activities, as prescribed under the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the City of Fairburn has been provided CDBG funds by Fulton County for **Public Facility and Improvements** as set forth in 24 CFR §570.201(c) and to meet a national objective benefiting low/moderate income persons; as set forth in 24 CFR §570.208(a)(1)(i); and

WHEREAS, the Twenty Percent (20%) cap on Administrative Cost expenditures pursuant to CFR §570.200(g) has been reached; and,

WHEREAS, the year 2017 CDBG allocation awarded to the City in the amount of **\$100,000** shall be specifically used for the Phase II Renovation of Cora Robinson Park in the Lightning Community to address public health and safety concerns and shall not be used towards any Program Administrative Costs. The activities are designed to benefit low/moderate income persons as required to meet the CDBG national objective; and

WHEREAS, these activities are designed to benefit low and moderate income persons as required to meet the CDBG national objective; and

WHEREAS, this Agreement constitutes the contractual arrangement for said improvements and/or services that have been prepared for execution between the County and the City as consistent with the Fulton County's Consolidated Plan Annual Action Plan for fiscal year 2017 to support the 2015-2019 Consolidated Plan goals.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1
2 **SECTION 1.0 – STATEMENT OF WORK**
3

- 4 1. Under this Agreement, the Subrecipient shall provide the services under this Agreement in accordance
5 with the "Statement of Work" attached hereto and made a part hereof as *Attachment A*, consistent with
6 applicable federal rules and regulations governing the use of CDBG funds. Additionally, the
7 Subrecipient shall perform the work according to the "Implementation Schedule" attached hereto and
8 made a part hereof as *Attachment A*.
9
- 10 2. Under this Agreement, the Subrecipient shall perform the public facility or improvements work
11 according to the "Implementation Schedule," which shall be executed in accordance with the
12 Agreement. The "Implementation Schedule" was submitted in the Subrecipient's year 2017 CDBG
13 application and is attached hereto and made a part hereof as *Attachment B*.
14
- 15 3. Under this Agreement, the Subrecipient shall also provide a CDBG "Cost Reimbursement Budget" for
16 the project that is being executed with CDBG funds, as submitted in the Subrecipient's 2015-2019
17 CDBG application. The "Cost Reimbursement Budget" is attached hereto and made a part hereof as
18 *Attachment C*.
19
- 20 4. Under this Agreement, the Subrecipient shall submit, on not less than a quarterly basis, a "Quarterly
21 Performance Report" detailing project progress as attached hereto and made a part hereof as
22 *Attachment D and Attachment D-2*.
23
- 24 5. All work described in *Attachments A, B, and C* must be consistent with applicable federal rules and
25 regulations governing the use of CDBG funds.
26

27 **SECTION 2.0 – COMPENSATION FOR SERVICES AND WORK**
28

- 29 1. The County shall make reimbursement compensation for the services described in Section 1.0
30 (*Statement of Work*) herein, during the performance of this contract, in accordance with the "Cost
31 Reimbursement Budget" attached hereto and made a part hereof as *Attachment C*.
32
- 33 2. The County shall make payment to the Subrecipient upon conditional commitment of funds as the
34 project is subject to Environmental Review. Payment shall then be made through reimbursement of
35 costs incurred by the Subrecipient in the performance and execution of the services under this
36 contract. Payments shall be made timely upon the County's receipt of proper and sufficient
37 documentation of such costs and as satisfactory to the County. The County shall have the right not to
38 pay any request for reimbursement or part thereof if not properly supported, or if the costs requested
39 or a part thereof, as determined by the County, are reasonably in excess of the actual stage of
40 completion.
41
- 42 3. Such documentation shall include, but not be limited to time sheets, vendors' and suppliers' invoices or
43 vouchers, mileage logs, etc.
44
- 45 4. This documentation, along with a written request for reimbursement and a statement of costs incurred
46 shall be submitted to the attention of the assigned Community Development Specialist at the Fulton
47 County Department of Housing and Community Development, 137 Peachtree Street, SW, Suite 300,
48 Atlanta, GA, 30303. A minimum of one copy of the request and the statement shall be included with
49 the submission. One copy must be accompanied by documentation supporting the eligible costs.
50

51 **SECTION 3.0 – TERM OF AGREEMENT**
52

- 53 1. The completion date of this Agreement shall be March 1, 2018, unless otherwise extended in writing,
54 terminated by mutual agreement, or by the County, or in accordance with other terms and provisions
55 contained herein. Any modifications to the term of the Agreement shall be documented through an
56 amendment process as outlined in the County's Citizen Participation Plan as executed by the County.
57 The term of this Agreement shall be in compliance with the Fiscal Year 2015-2019 Cooperative
58 Agreement between Fulton County and the City.
59

2. The completion date of this Agreement is computed on the basis that the Subrecipient is eligible to receive retroactive costs incurred on or after January 1, 2017. The United States Department of Housing and Urban Development (HUD) with the County will make funds available for eligible incurred costs upon execution of the year 2017 grant agreement.
3. Although the terms of the agreement shall be twelve (12) months and the completion date shall be March 1, 2018, the County frequently reports CDBG accomplishments and expenditures to HUD. By November 1, 2017, HUD reviews the County's collective accomplishments and expenditures, thus the County strongly encourages all Subrecipient services and work to be near completion by October 10, 2017 with no less than seventy percent (70%) of its eligible reimbursement costs submitted appropriately for review.
2. Upon contract execution, Work completed, January 1 through June 30, 2017- invoice should accompany signature for the contract.
3. Upon contract Execution, Work completed July 1 through July 31, 2017- invoice should accompany signature for the contract
4. Upon contract Execution, Work Completed August 1 through August 31, 2017- invoice should accompany signature for the contract
5. Upon contract Execution, Work completed September 1 through September 30, 2017. Invoice should be received no later than October 6
6. Work completed October 1 through October 31, 2017. Invoice should be received no later than November 3.
7. November 1 through November 30, 2017. Invoice should be received no later than December 4.
8. December 1 through December 31, 2017. Invoice should be received no later than January 4.

SECTION 4.0 - MODIFICATIONS TO AGREEMENT

1. In the event the Subrecipient chooses to modify its pre-approved "Statement of Work" by adding or deleting a project, the Subrecipient shall submit to the County a written request for the approval of such changes two weeks prior to October 15, 2017. No such modification shall become effective unless and until approved by the County in the form of a formal amendment to the Subrecipient's "Statement of Work".
2. Additions or deletions to the "Statement of Work", which have been approved as a part of the County's Consolidated Plan may be allowed one time per Fiscal Year, subject to County approval. The Subrecipient must submit its request within the time frame referenced above.
3. The County must adhere to 24 CFR 91.505 "Amendments to the Consolidated Plan". The Subrecipient's failure to request modifications two weeks prior to October 15, 2017 shall result in the County's automatic denial of any such modifications to said Agreement and shall be construed as the Subrecipient's failure to properly and timely fulfill its obligations under this Agreement and will result in the County's right to exercise its options under Section 6.0 (*Termination of Agreement for Cause*) of this Agreement.
4. This Agreement constitutes the entire contractual arrangement between the County and the Subrecipient, and there are no further written or oral agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the County's and the Subrecipients' duly authorized representatives.
5. Further, in the event of any material change or modification in the Subrecipient's Agreement or agreement with any other funding source during the course of this Agreement, the Subrecipient shall immediately notify the County of such change. In such event, the County shall have the right to

1 terminate its obligations under this Agreement, discontinue future funding hereunder, and demand the
2 refund or return of funds previously advanced.

3
4 **SECTION 5.0 – EXTENSIONS**

5
6 In the event the Subrecipient determines that it cannot begin projects as scheduled or complete
7 projects within the time frame indicated by the Subrecipient in Attachment B, the Subrecipient shall
8 request an extension for the start and completion of the project's pre-approved time frame in writing no
9 later than two weeks prior to October 15, 2017. Failure to obtain such an extension in writing from the
10 County shall be construed as the Subrecipient's failure to properly and timely fulfill its obligations under
11 this Agreement and will result in the County's right to exercise its options under Section 6.0
12 *(Termination of Agreement for Cause)* of this Agreement.

13
14 **SECTION 6.0 – SUSPENSION OF WORK**

- 15
16 1. The County may by written notice to the Subrecipient suspend at any time the performance of all or
17 any portion of the services to be performed under this Agreement. Upon receipt of a suspension
18 notice, the Subrecipient must unless the notices requires otherwise: (i) immediately discontinue
19 suspended services; (ii) place no further orders or subcontracts for material, services or facilities with
20 respect to suspended services, other than to the extent required in the notice; and (iii) take any other
21 reasonable steps to minimize costs associated with the suspension.
22
23 2. The County may elect to resume suspended service upon written notice to the Subrecipient. Upon
24 receipt of notice to resume suspended services, the Subrecipient will immediately resume performance
25 under this Agreement as required in the notice.
26

27
28 **SECTION 7.0 – TERMINATION OF AGREEMENT**

29
30 1. **Termination for Cause**

31
32 Time is of the essence and if, through any cause, the Subrecipient shall fail to fulfill in a timely and
33 proper manner its obligations under this Agreement, or in the event that any of the provisions or
34 stipulations of this Agreement are violated by the Subrecipient, the County shall thereupon have the
35 right to terminate this Agreement by providing written notice to the Subrecipient of the County's intent
36 to terminate the Agreement, specifying the reasons for such intention for termination. Unless within
37 ten (10) calendar days after serving of such notice (by hand delivery or posting in the U.S. Mail) to the
38 Subrecipient such violation or delay shall cease or arrangements for correction satisfactory to the
39 County be made, the Agreement shall, upon expiration of said ten (10) calendar days, be terminated
40 without further notice. Upon such termination, the Subrecipient will be compensated by the County for
41 expenses deemed by the County to be due and reasonable.

42
43 The Subrecipient shall be liable for any damage to the County resulting from the Subrecipient's refusal
44 or failure to complete the work within the specified time period, and said damages shall include, but not
45 be limited to, any additional costs associated with the County obtaining the services of another
46 Subrecipient to complete the project.

47
48 2. **Termination for Convenience of the County**

49
50 In the event the County determines that it is no longer feasible or in its best interest to continue
51 assisting the service covered by this Agreement, or should the U.S. Department of Housing and Urban
52 Development institute corrective and/or remedial actions against the County in accordance with
53 regulations under the CDBG program where such actions impede or halt the disbursement of the
54 County CDBG funds for this project, the County may terminate this Agreement by giving at least fifteen
55 (15) calendar days prior notice in writing (by hand delivery or posting in the U.S. mail) to the
56 Subrecipient.

57
58 In addition, in the event this agreement has been terminated due to the default of the Subrecipient, and
59 if it is later determined that the Subrecipient was not in default pursuant to the provisions of this

1 Agreement at the time of termination, then such termination shall be considered a termination for
2 convenience pursuant to this paragraph.
3

4 **SECTION 8.0 – INDEPENDENT SUBRECIPIENT STATUS**

5

6 Nothing herein contained shall be deemed to create a relationship other than that of independent
7 Subrecipient between the County and the Subrecipient. Under no circumstances shall the
8 Subrecipient, its principals, employees, subcontractors, associates, or agents be deemed employees,
9 agents, partners, successors, assigns, or legal representatives of the County except as specifically
10 required herein.
11
12

13 **SECTION 9.0 – ASSIGNMENT OF AGREEMENT**

14

15 The Subrecipient shall not make any purported assignment of this Agreement or any part thereof, or
16 delegate the duties herewith without prior written consent of the County. Any attempted assignment or
17 delegation of duties by the Subrecipient without prior expressed written consent of the County shall at
18 the County's sole option terminate this Agreement without any notice to the Subrecipient of such
19 termination. The Subrecipient binds itself, its successors, assigns, and legal representatives of such
20 other party in respect to all covenants, agreements and obligations contained herein.
21
22

23 **SECTION 10.0 – PROGRAM INCOME**

24

- 25 1. Program income, as defined in 24 CFR 570.500 (a), means any gross income received by the recipient
26 (County) or a Subrecipient (the Subrecipient) directly generated from the use of CDBG funds, except
27 as provided in paragraph (a)(4) of 570.500. When program income is generated by an activity that is
28 only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of
29 CDBG funds used. The Subrecipient shall provide information regarding program income, with a
30 breakdown of the CDBG allocation, to the County concurrently with the quarterly reports described and
31 required by Section 13.0 of this Agreement.
32
- 33 2. Any program income received or generated by the Subrecipient as a result of the CDBG assistance
34 provided under this Agreement is to be retained by the Subrecipient during the duration of this
35 Agreement. The activities undertaken with any program income generated shall conform to
36 Attachment A of this Agreement ("Statement of Work") and shall comply with all other provisions of this
37 Agreement.
38
- 39 3. If at any time during the duration of this Agreement the Subrecipient retains program income, transfers
40 of grant funds by the County to the Subrecipient shall be adjusted according to the principles described
41 in paragraphs (b) (2) (i) and (ii) of §570.504, which state that all program income must be disbursed for
42 eligible activities before additional cash withdrawals are made by the recipient from the U.S. Treasury.
43

44 **SECTION 11.0 – REVERSION OF ASSETS**

45

- 46 1. Upon expiration or termination of this Agreement, any remaining program income that is either on hand
47 or to be received after the Agreement's expiration, shall be transferred by the Subrecipient to the
48 County as required by 24 CFR 570.503(b)(7) "Agreements with Subrecipients".
49
- 50 2. Further, in the event that the Subrecipient should sell or otherwise dispose of any property acquired
51 with the County CDBG funds, the manner of said disposition shall result in the County being
52 reimbursed in the amount of the current fair market value of the property at that time less any portion
53 of the value attributable to expenditures of non-County CDBG funds. In the event that such a sale or
54 disposition occurs more than ten (10) years after expiration or termination of this Agreement, such
55 reimbursement shall not be required.
56

57 **SECTION 12.0 – COPYRIGHT AND PUBLICITY**

58

- 59 1. No report, map, or other document produced in whole or in part under this Agreement shall be the

subject of an application for copyright by or on behalf of the Subrecipient without the prior written consent of the County. All such reports, maps, or other documents shall become and be deemed the property of the County and title therein shall automatically vest in the County.

2. Further, any publicity given to this project must identify the County prominently as a sponsoring agency. Specifically, at all places of, and in all publications concerning, this project, the Subrecipient agrees to display and make known that the project was assisted under the auspices of the Fulton County Community Development Block Grant program. In the event of new construction or substantial rehabilitation, and at the County's discretion, the Subrecipient shall acknowledge the use of CDBG funds for the project by installation of a permanent plaque at the project site. The County in collaboration with the Subrecipient shall determine design and replica for the plaque.

SECTION 13.0 – RECORDS AND REPORTS

1. Records

The Subrecipient shall maintain accounts and records, (including an annual Audit) personal property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be requested by the County including financial data pertaining to the preparation of the U.S. Department of Housing and Urban Development (HUD) Consolidated Annual Performance and Evaluation Report (CAPER) to assure proper accounting for all funds, both public and private. Said records shall be made available for audit purposes to the County, HUD, or any authorized representative thereof, upon reasonable request and within three (3) days of said request.

Retention

Pursuant to 24 CFR 570.502(a) (7) (ii), the retention period of individual CDBG activities shall be the longer of 3 years after the expiration or termination of the subrecipient agreement under 24 CFR 507.503, or 3 years after the submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520 of this title, in which the specific activity is reported on for the final time. In addition, records for individual activities subject to the reversion of assets provisions at §570.503(b) (7) or change of use provisions at §570.505 must be maintained for as long as those provisions continue to apply to the activity. Moreover, records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied.

The Subrecipient's records and accounts shall at all times meet or exceed the applicable requirements of federal, state, and local laws, rules, and regulations. The Subrecipient's duty to retain records and permit inspections and copying shall remain in force and effect even after the expiration or termination of this Agreement.

2. Reports

The Subrecipient shall provide the County with a written plan that outlines the activities and processes of the program that will be funded by CDBG. Further, the Subrecipient shall submit detailed reports on the progress made and services of their programs based on the objectives they establish in response to local needs and goals. Objectives reflect the common ways that Subrecipients work to achieve their goals. The Objectives incorporated into the proposed Outcome Measurement System are: Suitable Living Environment, Decent Housing, and Economic Opportunity. Outcome measurements will be based on (a) Availability /Accessibility (b) Affordability (c) Sustainability. Outcomes show how programs benefit a community or people served. Indicators tell whether an outcome is occurring.

At a minimum, these reports shall be submitted on a quarterly basis. The quarterly reports are due the fifth (5th) of the following month for activities which occurred in the previous quarter, and be submitted on the "Public Facility Monthly Performance Report" attached hereto and made a part hereof as *Attachment D*. The year-end reports are due no later than thirty (30) days after the contract expires for activities which occurred during the 2016 funding year in the "Year End Performance Report" attached hereto and made a part hereof as *Attachment D-2*.

Said reports shall be submitted to the County, to the attention of the assigned Community Development Specialist at the Fulton County Department of Housing and Community Development, 137 Peachtree Street, SW, Suite 300, Atlanta, GA., 30303. Two (2) copies of the report shall be included in each submission, one (1) copy for the Community Development Specialist and the other one (1) copy addressed to the CDBG Community Development Grant Manager.

1
2 **SECTION 14.0 – INSPECTION OF FILES AND RECORDS**
3

4 The County shall at all reasonable times have access to the pertinent offices and books and records
5 (including an annual Balance Sheet or Independent Audit) of the Subrecipient for inspection of the
6 activities performed and expenses incurred under this Agreement. The County will perform and the
7 Subrecipient shall be prepared to meet the requirements of, at least, one (1) audit per year.
8

9 **SECTION 15.0 – CITIZEN PARTICIPATION MEETINGS AND TECHNICAL ASSISTANCE MEETINGS**
10

11 Subrecipient representative must attend at least one (1) CDBG related Citizen Participation meeting,
12 participate in every Technical Assistance (TA)/Needs Assessment session and the annual Monitoring
13 session during each contract year. The County shall provide meeting dates and locations timely, and
14 shall provide comprehensive information to assist the Subrecipient to perform efficiently and
15 effectively.
16

17 **SECTION 16.0 -- MONITORING**
18

19 Through on-site and remote monitoring, the County determines whether the Subrecipient's
20 performance meets CDBG program requirements and assists to improve the Subrecipient's
21 performance by providing guidance and making recommendations. Monitoring visits are conducted no
22 less than once per contract term with a specific purpose to validate the accuracy of information
23 presented in the program participant's performance reports. On-site and remote monitoring is also
24 conducted to follow-up on problems identified during the Consolidated Annual Performance and
25 Evaluation Report (CAPER) assessment that are not resolved as of the date of the monitoring, to
26 determine compliance for those activities where there is sufficient information, to make eligibility and/or
27 national objective determinations, and to ascertain the Subrecipient's ability to ensure that activities
28 meet compliance requirements.
29

30 **SECTION 17.0 - FINDINGS / NON-COMPLIANCE**
31

- 32 1. The Subrecipient shall be notified in writing by the County of any Findings or Concerns identified
33 during each monitoring visit. The Subrecipient shall be given thirty (30) calendar days from the time of
34 written notification by the County for corrective actions to take place. The County will not
35 unreasonably withhold acceptance of corrective actions taken in good faith by the Subrecipient. Upon
36 the Subrecipient proving satisfactory corrective action, a letter shall be sent to the Subrecipient stating
37 that such findings or concerns have been addressed. Pursuant to 24 CFR 570.501, in the event the
38 Subrecipient fails to correct the findings or fails to comply with terms and provisions of this Agreement,
39 the County may take corrective and remedial actions such as those described in 24 CFR 570.910.
40 Such remedial actions may include, but are not limited to, the following:
41
42 a. Temporarily withhold cash payments pending correction of the deficiency;
43
44 b. Disallow all or part of the cost of the activity or action not in compliance;
45
46 c. Wholly or partly suspend or terminate the current award;
47
48 d. Withhold further award; or
49
50 e. Take other remedies that may be legally available.
51

52 **SECTION 18.0 – UNIFORM ADMINISTRATIVE REQUIREMENTS**
53

54 During its performance under this Agreement, the Subrecipient shall comply with the requirements and
55 standards of the Office of Management and Budget (OMB) codified at 2 CFR part 200 and guidance at
56 a new part, 2 CFR part 2400 which streamlines the Federal government's guidance on administrative
57 requirements, cost principles, and audit requirements to more effectively focus Federal resources on
58 improving performance and outcomes, while ensuring the financial integrity of taxpayer dollars in
59 partnership with non-Federal stakeholders. <https://www.federalregister.gov/articles/2014/12/19/2014->

The uniform guidance supersedes, consolidates, and streamlines requirements from eight OMB Circulars:

- A-21, Cost Principles for Educational Institutions,
- A-87, Cost Principles for State, Local and Indian Tribal Governments,
- A-89, Catalog of Federal Domestic Assistance,
- A-102, Grants and Cooperative Agreements With State and Local Governments,
- A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations,
- A-122, Cost Principles for Non-Profit Organizations,
- A-133, Audits of States, Local Governments, and Non-Profit Organizations, and
- The guidance in OMB Circular A-50, Audit Follow-up, on Single Audit Act follow-up.

SECTION 19.0 – EQUAL OPPORTUNITY AND NON-DISCRIMINATION

1. Civil Rights Act of 1964 (As amended)

The Subrecipient shall comply with all Federal requirements imposed by or pursuant to Title VI and Title VII of the Civil Rights Acts, as Amended; Age Discrimination In Employment Act; Rehabilitation Act of 1973, as Amended, Section 504; Equal Pay Act; The American with Disabilities Act of 1990, as Amended; Fair Housing Act, as Amended; and other applicable Acts which prohibits discrimination on the ground of race, color, religion, sex, age, national origin, handicap, disability, or familial status. No person in the United States shall be excluded from participation in, be denied the benefit of, or be subjected to discrimination under this Agreement.

2. Section 109 of the Housing and Community Development Act of 1974 (As amended)

The Subrecipient shall also comply with Section 109 of the Housing and Community Development Act of 1974, as amended, which requires that no person in the United States shall on the ground of race, color, national origin, sex, age, disability, or familial status, be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made available pursuant to said Act.

3. Further, during the performance of this Agreement, the Subrecipient agrees as follows

- (A) The Subrecipient shall not discriminate against any employee, or applicant for employment, because of race, religion, color, sex, national origin, age, disability, or familial status. As used herein, the word "employment" means and includes without limitation the following:
- Recruiting, whether by advertising or other means; compensation or wages, whether in the form of rates of pay, or other forms of compensation; selection for training including apprenticeship; promotions; upgrades; demotions; downgrades; transfers; layoffs; and terminations.
 - The Subrecipient shall post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of the non-discrimination clause.
- (B) The Subrecipient shall in all solicitations or advertisements for employees, placed by or on behalf of itself, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, age, disability or familial status.
- (C) The Subrecipient shall, when applicable, send to each labor union or representative of workers with which the Subrecipient has a collective bargaining agreement or other Agreement or understanding, a notice representative of the Subrecipient's commitment under the Equal Opportunity Program of the County and under this Article and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 1
2 (D) The Subrecipient shall file compliance reports at reasonable times and intervals with the
3 County in the form and to the extent prescribed by the County. Compliance reports filed when
4 directed shall contain information as to the employment practices, policies, programs, and
5 statistics of the Subrecipient and his Subrecipients.
6
7 (E) The Subrecipient shall include the provisions of paragraph (A) through (F) of this Equal
8 Employment Opportunity Clause in every subcontract or purchase order so that such
9 provisions will be binding upon each subcontractor or vendor.
10
11 (F) The Subrecipient shall comply with the provisions of Section 109 of the Act which provides, in
12 part, that any prohibition against discrimination on the basis of age under the Age
13 Discrimination Act of 1975, or as provided in Section 504 of the Rehabilitation Act of 1973,
14 shall also apply to any program or activity funded in whole or in part with funds made available
15 pursuant to the Act and provided hereunder. These provisions shall also be binding upon
16 each subcontractor or vendor.
17

18 **4. Section 3 of the Housing and Urban Development Act of 1968**

- 19
20 (A) The work to be performed under this Agreement is subject to the requirements of Section 3 of
21 the Housing and Urban Development Act of 1968, as amended. Section 3 requires that, to the
22 greatest extent feasible, opportunities for training and employment be given to low income
23 persons residing within the unit of local government in which the project is located, and that
24 Agreements for work in connection with the project be awarded to businesses which are
25 located in, or owned in substantial part, by persons residing in the area of the project.
26
27 (B) Accordingly, the Subrecipient shall, when applicable, send to each labor organization or
28 representative of workers with which it has a collective bargaining agreement or other
29 Agreement or understanding, a notice of its commitment under this Section 3 clause and shall
30 post copies of the notice in conspicuous places available to employees and applicants for
31 employment or training.
32
33 (C) The Subrecipient shall include this Section 3 clause in every subcontract for work in
34 connection with the project and will take appropriate action pursuant to the subcontract upon a
35 finding that the subcontractor is in violation of regulations issued by the Secretary of Housing
36 and Urban Development, 24 CFR Part 135. The Subrecipient shall not subcontract with any
37 subcontractor where it has notice or knowledge that the latter has been found in violation of
38 regulations under 24 CFR Part 135, unless the subcontractor has first provided it with a
39 preliminary statement of ability to comply with the requirements of those regulations. The
40 Federal Section 3 Provisions are attached hereto and made a part hereof as *Attachment G*.
41

42 **5. Equal Access to Housing in HUD Programs**

- 43
44 (A) Through final rule effective March 5, 2012 (Equal Access to Housing in HUD Programs
45 Regardless of Sexual Orientation or Gender Identity) 24 CFR Parts 5, 200,203, 236, 400, 570,
46 574, 882, 891, and 982, HUD implements a policy to ensure that its core programs are open to
47 all eligible individuals and families regardless of sexual orientation, gender identity, or marital
48 status.
49
50 (B) It is important that HUD and Fulton County ensure that their programs do not involve
51 discrimination against any individual or family otherwise eligible for HUD-assisted or -insured
52 housing, but that its policies and programs serve as models for equal housing opportunity.
53 Failure to comply with the requirements of this Rule will be considered a violation of the
54 program requirements and will subject the non-compliant grantee to all sanctions and
55 penalties available for program requirement violations.
56
57 (C) Under 24 CFR 5.100 "sexual orientation" is defined -as "homosexuality, heterosexuality, or
58 bisexuality," a definition that the Office of Personnel Management (OPM) uses in the context of
59 the federal workforce in its publication "Addressing Sexual Orientation in Federal Civilian

1 Employment: A Guide to Employee Rights."

- 2
3 (D) To promote equal access to HUD's housing programs without regard to sexual orientation or
4 gender identity, HUD prohibits unlawful inquiries regarding sexual orientation or gender
5 identity. The prohibition precludes owners and operators of HUD-assisted housing or housing
6 whose financing is insured by HUD from inquiring about sexual orientation or gender identity of
7 an applicant for, or occupant of, the dwelling, whether renter- or owner-occupied.
8

9 **SECTION 20.0 – MINORITY BUSINESS ENTERPRISE (MBE/FBE) PARTICIPATION**

10
11 **Federal MBE/FBE Policy**

12
13 It is national policy to award a fair share of contracts to small and minority business firms. All HUD
14 grantees and subrecipients must take appropriate affirmative action to support minority and women's
15 enterprises, and are encouraged to procure goods and services from labor surplus areas. Therefore,
16 the Subrecipient shall take affirmative steps to ensure that minority (MBE) and female (FBE) business
17 enterprises are utilized during the course of this Agreement, and that a fair share of any contracts
18 generated during such course are awarded to such firms.
19

20
21
22
23 **SECTION 21.0 – LABOR STANDARDS**

24
25 The Subrecipient shall comply with all Federal Labor Standards Requirements imposed by the Davis-
26 Bacon Act; the Contract Work Hours and Safety Standards Act; the Copeland Act; and the Fair Labor
27 Standards Act. As a requirement of the Fair Labor Standards Act, the Subrecipient must ensure that a
28 copy of the applicable wage rate decision is included in each contract and subcontract and the Notice
29 to Employees poster that pertains to all federally-funded projects is to be posted, along with a copy of
30 the wage decision, on all construction sites. This information must be posted in a conspicuous location
31 accessible to those employed under any contract funded with CDBG funds. The Federal Labor
32 Standards Provisions are attached hereto and made a part hereof as *Attachment E*.
33

34 **SECTION 22.0 - HB 87 ILLEGAL IMMIGRATION REFORM**

35
36 Among other measures, the Illegal Immigration and Reform Enforcement Act of 2011 requires
37 subcontractor and sub-subcontractors to submit their E-Verify affidavits to the Subrecipients working
38 on public projects. The Subrecipient then must forward affidavits to the local government within five
39 (5) days of receipt. The Department of Audits will create a form affidavit.
40

41 Attached hereto and made a part hereof as *Attachment F* is The Georgia Security and Immigration
42 Compliance Act Applicant for Public Benefits Affidavit, the Subrecipient, Subcontractor and Sub-
43 subcontractor Affidavits.
44

45 **SECTION 23.0 – ENVIRONMENTAL REQUIREMENTS**

46
47 The County, Sub-Recipients, Contractors, Owners, and Developers shall not undertake any activities
48 that would adversely impact or limit the choice of reasonable alternatives for a project until an
49 Environmental Review has been completed and approved by the County. To this end, the County,
50 Sub-Recipients, Subcontractors, Owners, and Developers must not expend public or private funds
51 (HUD, other Federal, or non-Federal funds) or execute a legally binding agreement for property
52 acquisition, rehabilitation, conversion, repair or construction pertaining to a specific site until
53 environmental clearance has been achieved. Using any portion of federal funds for acquisition,
54 rehabilitation, conversion, leasing, repair or construction before, completing the Environmental Review
55 process requires the denial of any federal funds for that project. The Environmental Review
56 Assurances are attached hereto and made a part hereof as *Attachment H*.
57

58 **Conditional Commitment of Funds**

59 Further, notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge

that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of Environmental Review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development (HUD), under 24 CFR Part §58. Additionally, the Sub-Recipient or Subcontractor are prohibited from undertaking or committing any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under the Agreement. The parties further agree that the provision of any funds to the project is conditioned on the County's determination to proceed with, modify or cancel the project based on the results of a subsequent Environmental Review.

Environmental Conditional Clause

Responsible entities may enter into an Agreement for the conditional commitment of CDBG funds for a specific project prior to the completion of the Environmental Review process. The responsible entity must ensure that any such agreement does not provide the County Recipient, Sub-Recipient, or Subcontractor any legal claim to any amount of CDBG fund to be used for the specific project or site unless and until the site has received environmental clearance.

SECTION 24.0 – LEAD BASED PAINT

On September 15, 2000, HUD published the final rule concerning the control of lead-based paint hazards in housing receiving federal assistance and federally owned housing being sold. These regulations published at 24 CFR Part 35 specify the requirements for treating lead hazards to protect those who occupy housing constructed before 1978. This regulation also implements the new requirements, concepts, and terminology established by the Residential Lead-Based Paint Hazard Reduction Act of 1992, which is Title X of the Housing and Community Development Act of 1992. Should the Subrecipient propose to use CDBG funds for the rehabilitation or conversion of residential units, the Subrecipient must meet the requirements of 24 CFR Part 35. The County shall provide ongoing technical assistance to the Subrecipient to assist in meeting these requirements.

SECTION 25.0 – CONFLICT OF INTEREST

No member, officer, or employee of the County or its designee or agents, no member of the governing body of the County, and no other official of the County who exercises or has exercised any functions or responsibilities with respect to the CDBG-assigned activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit in any Agreement, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or for those with whom they have family or business ties, during their tenure or for one (1) year thereafter, unless an exemption in writing from this provision is specifically granted by the U. S. Department of Housing and Urban Development.

SECTION 26.0 – PROHIBITION OF USE OF FEDERAL FUNDS FOR LOBBYING

1. By signing this Agreement, the undersigned Subrecipient certifies that all activities under this Agreement will adhere to 24 CFR Part 87 (New Restrictions on Lobbying) and, to the best of his/her knowledge and belief, that:
 - (A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient or the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal Agreement, grant, loan or cooperative agreement.
 - (B) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Agreement, grant, loan, or cooperative agreement, the

undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(C) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and Agreements under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(D) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, U. S. Code, Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SECTION 27.0 – INDEMNIFICATION AND HOLD HARMLESS

The Subrecipient hereby warrants, represents, covenants and agrees to release, indemnify, defend and hold harmless the County, its commissioners, officers, and employees, from any and all claims, losses, liabilities, damages, deficiencies or costs (including without limitation, reasonable attorney's fees and legal expenses) suffered or incurred by such parties, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, wrongful death or property damage, arising in any way from the actions or omissions of the Subrecipient, its agents, employees, Subrecipients, officers, or directors. The Subrecipient does further hereby agree to release, indemnify, defend and hold harmless the County, its commissioners, officers, and employees, from any injury (including death resulting there from), loss, claim or damage sustained by the Subrecipient's agents and employees, without regard to negligence. The language of this indemnification clause shall survive termination of this Agreement, even if the County terminates the Agreement for its convenience.

SECTION 28.0 – GOVERNING LAW

1. This Agreement shall be governed in all respects, as to validity, construction, capacity, and performance or otherwise, by the laws of the State of Georgia.
2. A waiver by either party of any breach or any provision, term, covenant or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant or condition.
3. The parties agree that each of the provisions included in this Agreement is separate, distinct and severable from the other remaining provisions of this Agreement, and that the invalidity of any agreement provision shall not affect the validity of any other provision of this agreement.
4. The parties agree that the terms of this Agreement include the entire Agreement between the parties and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Agreement.
5. Any notices or communications required or permitted herein shall be sufficiently given if sent by Registered or certified mail, return receipt request, postage prepaid, addressed as follows:

As to the County:

Shon Walker, Community Development Specialist
Fulton County Community Development Department
137 Peachtree Street, SW, Suite 300
Atlanta, GA 30303

As to the Subrecipient:

Mario Avery, Mayor
City of Fairburn
56 Malone Street
Fairburn, Georgia 30213

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Alternatively, such other addressed as shall be furnished by such notice of the other party.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS HEREOF, the parties hereunto have set their hands and seal.

CITY OF FAIRBURN

FULTON COUNTY

Mario Avery, Mayor
City of Fairburn

Bob Ellis, Vice Chairman
Fulton County Board of Commissioners

ATTEST

Stephanie Tigner, Interim City Clerk
City of Fairburn

DATE:

SEAL:

ATTEST

Tonya Grier, Interim Clerk to the Commission
Fulton County Board of Commissioners

DATE:

SEAL:
APPROVED AS TO CONTENT:

Frankie L. Atwater, Sr., Director
Department of Community Development

Dawn Robinson Butler, Division Manager
Department of Community Development

APPROVED AS TO FORM:

City Attorney

DATE:

APPROVED AS TO FORM:

Office of the County Attorney

DATE:

Fulton County Community Development Block Grant Program
ATTACHMENT A: Statement of Work
City of Fairburn – Cora Robinson Park Improvement

Provide a succinct description of the project submitted in your CDBG application that will be reimbursed with County CDBG funds. Please include specific details related to the following.

- A. Goal
- B. Target Population
- C. National Objective
- D. Number of Beneficiaries

Do not include information on other activities not funded with CDBG.

It is our goal to use the funds derived from the 2017 Fulton County CDBG Program to continue the improvement initiated with the 2016 CDBG Project, Cora Robinson Park Improvements. The Cora Robinson Community Park and playground serves the predominantly residential L/M income Lightning Community and was suffering from years of neglect and deterioration.

With last year's project we were able to address some immediate concerns within the Lightning Community through the replacement of existing dilapidated playground equipment we felt posed a serious threat to the health and welfare of the community, with the ultimate goal of our efforts being to revitalize the interest and attendance at the park and encourage the use of this area for community purposes. We have already begun seeing some of the fruits of our labor as both interest and attendance have both increased significantly. So much so, that it was decided to use 2017 CDBG funding to continue making improvements in the park. As such, the proposed scope for this year's project entails the demolition of the existing gazebo and replacing it with a new pavilion constructed on a concrete slab containing picnic tables and seating units. The project also proposes the installation of site lighting to promote visibility and to enhance public safety. The 2017 project also proposes the demolition of approximately 500 linear feet of chain-link fencing and replacing it with wrought iron fencing with intermittent brick columns to align with decorative fencing installed on a previous project. Lastly, the project proposes the replacement of the existing wood sign with a decorative sign/monument structure.

The service area of the Fairburn program is approximately 500 homes within the quarter-mile radius of the project limits. Based on our occupancy records, we anticipate this project will positively impact over 1,000 residents in the area. Job creation is most likely negligible; however, the project will create work for approximately 20 employees, contractors, and suppliers. Because the intent of the project is to complete a construction project and create a fixed asset, no continuing employment will be affected by it.

The City of Fairburn completed a planning initiative in 2009, with significant public involvement, which identified this type of project as being a priority for the Lightning Neighborhood. This program is the result of the 2009 Livable Centers Initiative (LCI) study and aligns with the recommendations identified in the short term strategies for the City as we continue to improve the Lightning District.

Fulton County Community Development Block Grant Program
ATTACHMENT B: Project Implementation Schedule
City of Fairburn – Cora Robinson Park Improvements

FACILITY/IMPROVEMENT PROVISIONS	TASKS	DATE
Request for Proposals from Architects/Engineers/Consultants	Pro Bono or Invitation for Bid- (Architect/Engineering Services)	09/25/17
Selection of A&E/Consultants by Recipient Department	Selection Completed/Services Awarded	10/09/17
Design Phase by Architect/Engineer	Design/Specifications in process	10/30/17
Environmental Review	COMPLETION date of November 2016_w/Annual update of October.	10/30/17
Construction Drawings & Request for Proposals by Architect/Engineer	All plans/drawings/specifications in accordance with construction documentation is prepared and completed for advertisement.	10/30/16
Solicitation for sealed bids by the Recipient Department (Legal Name) for Proposal Bids/Offers	Invitation for Bid- (Description of the requirements that the bidder/offeree must fulfill with other factors to be used in evaluating the bids or proposals submitted).	10/30/16
Costs and Price Analysis (Specification List)	Perform a cost or price analysis for each procurement activity undertaken with Federal funds to include: A comparison of price quotations submitted, market prices, and similar indicators, together with discounts.	11/13/17
Recipient Department Award of Bid/Offer	The (City of Fairburn) will maintain procurement records and files for all purchases made with Federal funds, to include: Basis for bidder/offeree selection; Justification for lack of competition when bids or offers are not obtained; and Basis for the award cost or price.	11/14/17
Letter to Proceed for Contractor	Award Conference	11/17/17
Contract Administration	The (City of Fairburn) will maintain a system of contract administration to ensure contractor conformance with the terms, conditions, and specifications of the contract and to ensure adequately and timely follow up of all procurement activities and purchases. The City will evaluate contractor performance and document, as appropriate, whether contractors have met the terms, conditions, and specifications of the contract.	11/17/17
Contract Start Date of Project	Notice to Proceed	11/17/17
Contract Provisions	Insurance requirements, bonding requirements, housing location & care of products, etc.	11/17/17
Project Mid-Status	Renovation/Improvement	12/08/17
Project Completion	Close out documentation, final title documentation/retainage of funds/release of liens.	12/22/17

Fulton County Community Development Block Grant Program
ATTACHMENT C: Cost Reimbursement Budget
City of Fairburn – Cora Robinson Park Improvements

PROJECT DELIVERY OPERATING BUDGET

An operating budget acknowledging costs of all funds (CDBG and Agency) for this activity.

PROJECT EXPENSES	DATE	2017 CDBG	CITY OF FAIRBURN
Pre-Development /Demolition (Architect / Consultant / Engineer Design) –	September 2017	\$0	\$ 5,000 (in-kind services)
Construction Management (Construction Plans, Bid Documents & Proposals) –	October 2017	\$100,000	\$ 5,000
Construction Costs (Labor, Equipment/Supplies, Permits) –	November 2017 – December 2017	\$0	\$ 5,000
Total for Year 2017 –	January 2018	\$100,000	\$15,000

REIMBURSEMENT EXPENDITURE SCHEDULE

A reimbursement schedule acknowledging drawdowns of CDBG funds for this activity.

Agency Expenses	January- December Projections	Submission Date	Total CDBG Operating Budget
3. Construction Costs			
▪ Labor	\$100,000.00	January 2018	\$100,000.00
▪ Equipment/Supplies			
TOTAL REIMBURSEMENT:	\$100,000.00		\$100,000.00

Fulton County Community Development Block Grant Program

ATTACHMENT D: Quarterly Performance Report

Municipality: City of Fairburn CDBG Funding Year: 2017____
Project Name: Cora Robinson Park Improvement
Administering Department: Community Development
Reporting Period From: January 1, 2017 To: March 1, 2018

I. **Project Status:**

CDBG allocation amount: \$100,000

Number of Contracts Awarded: _____ (If contract was awarded this reporting period, attach a copy of the fully executed contract).

Contract Amounts: \$ _____	CDBG Amount: \$ _____
Contract Amounts: \$ _____	CDBG Amount: \$ _____
Contract Amounts: \$ _____	CDBG Amount: \$ _____
Has CDBG spending occurred for this project?	<input type="checkbox"/> Yes <input type="checkbox"/> No

(If payments have been made toward contracts with CDBG funds, attach up-to-date expenditure and revenue account printouts or similar official financial report)

CDBG project fund balance: \$ _____
Agency's Local Match project fund balance: \$ _____
Date of Construction start-up: _____
Date of Notice to Proceed (if different): _____
Number of days worked on project: _____
Percentage (%) of project complete: _____ %
Percentage (%) of CDBG funds spent: _____ %
Number of employees/workers on the job site: _____
Number of subcontractors on site: _____
Number of subcontractor's employees on site: _____
Wage decision or modification in use: _____
Number of submitted payrolls within reporting period: _____
Number of draw downs within reporting period: _____
Total amount of draw downs to date: \$ _____
CDBG remaining balance: \$ _____
Anticipated project completion date: _____

II. **Narrative Description of Project Progress (attach additional sheets as necessary):**

III. **Project Issues, Considerations, or Problems (attach additional sheets as necessary):**

1. BENEFICIARY DEMOGRAPHICS

Quarter	Jan 1 st - March 31 st		April 1 st - June 30 th		July 1 st - Sept 30 th		Oct 1 st - Dec 31 st	
Race Categories	Number Served	of Hispanic Ethnicity	Number Served	of Hispanic Ethnicity	Number Served	of Hispanic Ethnicity	Number Served	of Hispanic Ethnicity
American Indian or Alaska Native								
American Indian or Alaska Native & Black or African American								
American Indian or Alaska Native & White								
Asian								
Asian and White								
Black or African American								
Black or African American & White								
Native Hawaiian or Other Pacific Islander								
Other Multi Racial								
White								
TOTAL								

2. INCOME

FY 2017 INCOME LIMITS SUMMARY								
Fulton County, GA FY 2017 Median Income \$69,700								
Persons in Family								
	1	2	3	4	5	6	7	8
Extremely Low Income	\$14,650	\$16,750	\$20,420	\$24,600	28,780	32,960	37,140	41,320
Very Low Income (50%)	\$24,400	\$27,900	\$31,400	\$34,850	\$37,650	\$40,450	\$43,250	\$46,050
Low Income (80%)	\$39,050	\$44,600	\$50,200	\$55,750	\$60,250	\$64,700	\$69,150	\$73,600

FY 2017 Income Limit Category	Jan 1st – March 31st	April 1 st – June 30 th	July 1 st – Sept 30 th	Oct 1 st – Dec 31 st
Extremely Low Income (0%-30% Median Income)				
Very Low Income (31%-50% Median Income)				
Low Income (51%- 80% Median Income)				
Low/Moderate Income (81%-100% Median Income))				
Greater than Low/Moderate Income				
Total				

3. NEW/CONTINUING OR IMPROVED SERVICE OR BENEFIT

Of the total number of persons assisted and represented above, enter the number of those persons that received a NEW or Continued Access to the service or benefit provided by the CDBG funded activity	
Of the total number of persons assisted and represented above, enter the number of those persons that received IMPROVED ACCESS to the service or benefit provided by the CDBG funded activity	
Total	

4. LEVERAGED FUNDS: Provide the amount of money leveraged from other federal, state, local, and private sources to carry out this program.

Cumulative amount of funds leveraged this this reporting period that supported this CDBG funded activity	
--	--

Submitted by:

Name

Signature

Date:

Title:

Approved by:

Name

Signature

Date:

Title:

Fulton County Community Development Block Grant Program ATTACHMENT D2: Quarterly Performance Report

Municipality: City of Fairburn CDBG Funding Year: 2017

Project Name: Cora Robinson Park Improvement

Administering Department: City of Fairburn

Reporting Period From: _____ To: _____

I. Project Status:

CDBG allocation amount: \$100,000.00

Number of Contracts Awarded: _____ (If contract was awarded this reporting period, attach a copy of the fully executed contract).

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Has CDBG spending occurred for this project?

☐ Yes ☐ No

(If payments have been made toward contracts with CDBG funds, attach up-to-date expenditure and revenue account printouts or similar official financial report)

CDBG project fund balance: \$ _____

Agency's Local Match project fund balance: \$ _____

Date of Construction start-up: _____

Date of Notice to Proceed (if different): _____

Number of days worked on project: _____

Percentage (%) of project complete: _____ %

Percentage (%) of CDBG funds spent: _____ %

Number of employees/workers on the job site: _____

Number of subcontractors on site: _____

Number of subcontractor's employees on site: _____

Wage decision or modification in use: _____

Number of submitted payrolls within reporting period: _____

Number of draw downs within reporting period: _____

Total amount of draw downs to date: \$ _____

CDBG remaining balance: \$ _____

Anticipated project completion date: _____

II. Narrative Description of Project Progress (attach additional sheets as necessary):

III. Project Issues, Considerations, or Problems (attach additional sheets as necessary):

Did the Contractor / Subcontractor hire new employees to complete the construction job? If so how many and if any how many were local Section 3 residents? (Section 3 residents: Local/ area residents who are of Low- and Very Low Income who were hired by the Contractor / Subcontractor specifically to work on this construction job.)

A	B	C	D	E	F
Job Category	Number of New Hires	Number of New Hires that are Section 3 Residents	% of Aggregate Number of Staff Hours of new hires that are Section 3 Residents	% of Total Staff Hours for Section 3 Employees and Trainees	Number of Section 3 Trainees
Professionals					
Technicians					
Office/Clerical					
Construction by Trade:					
Trade:					
Trade:					
Trade:					
Trade:					
Trade:					
Other (List):					
Total:					
* Program Codes 1 = Flexible Subsidy 2 = Section 202/811	3 = Public/Indian Housing A = Development B = Operation C = Modernization		4 = Homeless Assistance 5 = HOME 6 = HOME State/Administered 7 = CDBG Entitlement	8 = CDBG State Administered 9 = Other CD Programs 10 = Other Housing Programs	

YEAR 2013 FULTON COUNTY CDBG PROGRAM
Attachment D-2 – City of Palmetto 2013 CDBG Public Facility/Improvement
Year-End Performance Report
Municipality Activity: City of Palmetto Sidewalks Improvements

Description of Scope of Work: Provide a complete description of the actual activity undertaken including 1) what products or services were performed, 2) where they were provided, 3) for whom they were provided, and 4) how they were provided.

Description of Specific use of CDBG funds: Provide a summary of what expenses the CDBG funds were utilized to support the activity listed above.

Income Benefit: Complete the following statement.

It is documented that _____ unduplicated low-moderate income clients/participants were served over the course of the January – December of this grant award. Of those served, _____ clients/participants had household income levels at the 0-30% area median income (AMI) level; _____ clients/participants had household income levels at the 31-50% area median income (AMI) level; _____, and clients/participants had household income levels at the 51-80% area median income (AMI) level.

Anticipated Accomplishments: _____
 Actual Accomplishment: _____
 Total Number of Beneficiaries: _____
 Zip Code of Project Location: _____

Census Tract(s) and Block Groups Impacted: _____

Commission District(s) Impacted: € District 1 € District 2 € District 3
 € District 4 € District 5 € District 6

Outcome Measurement System: Check the box which identifies the best generalized Outcome Statement for the activity funded by the Fulton County Community Development Block Grant.

	<u>Outcome 1:</u> Availability/Accessibility	<u>Outcome 2:</u> Affordability	<u>Outcome 3:</u> Sustainability
Objective #1: Suitable Living Environment	€ Accessibility for the purpose of creating Suitable Living Environments	€ Affordability for the purpose of creating Suitable Living Environments	€ Sustainability for the purpose of creating Suitable Living Environments
Objective #2: Decent Housing	€ Accessibility for the purpose of providing Decent Housing	€ Affordability for the purpose of providing Decent Housing	€ Sustainability for the purpose of providing Decent Housing
Objective #3: Economic Opportunity	€ Accessibility for the purpose of creating Economic Opportunities	€ Affordability for the purpose of creating Economic Opportunities	€ Sustainability for the purpose of creating Economic Opportunities

Submitted by: _____
 Name

 Signature

Date: _____
 Title: _____

Approved by: _____
 Name

 Signature

Date: _____
 Title: _____

Fulton County Community Development Block Grant Program

ATTACHMENT E: Form HUD-4010 (07/2003)

Federal Labor Standards Provisions

U.S. Department of Housing
And Urban Development
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a) (1) (ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1) (ii) (b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit, which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1 (b) (2) (B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a) (1) (iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a) (3)

(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a) (1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration.....makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages.

Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier

subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

THE DAVIS BACON ACT (DBA). The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works. Labor standard provisions apply to any contract for the construction of 12 or more HOME-assisted units (Section 286, National Affordable Housing Act of 1990, as amended). Specifically:

Davis Bacon Wage Requirements

Acknowledgement Form

☐ Affordable housing with 12 or more units assisted with funds made available under this subtitle. Unlike CDBG, the standard for coverage is “assisted” not “financed” – which provides for much broader application. The requirements are operable without regard to whether the HOME funds are used for construction or non-construction activities. Non-construction activities include real property acquisition, architectural and engineering fees, and other professional services.

☐ Any contract for the construction of affordable housing with 12 or more units assisted with HOME funds. Davis-Bacon requirements do not follow “construction work” or “projects”. This factor has two implications:

- First, a HOME project with 12 or more assisted units that is constructed under multiple contracts each containing less than 12 HOME units is not covered. (Note: HOME regulations prohibit breaking a single project into multiple contracts for avoiding Davis-Bacon.)
- Second, if multiple HOME projects each containing less than 12 assisted units are grouped into a contract(s) for construction that covers a total of 12 or more assisted units, the contract is covered.

In some cases, Davis-Bacon requirements may be triggered when HOME funds are used to provide down payment assistance to individual homebuyers. (See also HUD Regulations at 24 CFR 92.354(a)(2). This also recognizes that HOME projects can contain units that are not assisted by HOME. The threshold applies only to the number of units assisted by HOME. Once Davis-Bacon requirements are triggered, the labor standards are applicable to the construction of the entire project – including the portions of the project that are not assisted with HOME funds.

DEPARTMENT OF LABOR REGULATIONS The Department of Labor (DOL) has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in **29CFR Parts 1, 3, 5, 6 and 7**. Part 1 explains how the DOL establishes and publishes DBA wage determinations (aka wage decisions) and provides instructions on how to use the determinations. Part 3 describes Copeland Act requirements for payroll deductions and the submission of weekly certified payroll reports. Part 5 covers the labor standards provisions that are in your contract relating to Davis- Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. Part 6 provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Last, Part 7 sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

RESPONSIBILITY OF THE PRINCIPAL CONTRACTOR The principal contractor (also referred to as the *prime* or *general contractor*) is responsible for the full compliance of all employers (the contractor, subcontractors and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and

his/her subcontractors, subcontractors generally should communicate with the Owner (Developer) only through the prime contractor.

PRE-CONSTRUCTION CONFERENCE Present the Federal statutory compliance requirements as well as performance expectations. 2 | P a g e

- Provide and review a copy of the "Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects."
- Emphasize that A copy of the wage decision (or the Project Wage Rate Sheet) and a copy of the DOL Davis-Bacon poster titled Employee Rights under the Davis-Bacon Act (Form WH- 1321) should be in a place at the job site that is easily accessible to all of the construction workers employed at the project and where the wage decision and poster won't be destroyed by wind or rain, etc. The Employee Rights under the Davis-Bacon Act poster is available in English and Spanish on-line at HUDClips.
- Explain that apprentice or trainee rates cannot be paid unless the apprentice or training program is certified by the Bureau of Apprenticeship and Training or a state apprenticeship agency recognized by BAT. If apprentices or trainees are to be used, the contractor must provide the grantee/PJ with a copy of the individuals' registration in the apprenticeship program.
- Explain that no payroll deductions can be made that are not specifically listed in the Copeland Anti-kickback Act provisions unless the contractor has obtained written permission of the employee.
- Describe the compliance monitoring that will be conducted during the project, and indicate that discrepancies and underpayments discovered as a result of compliance monitoring must be resolved prior to making final payment to the contractor. Remind the contractor that willful violations may be subject to contract termination and debarment from future contracts for up to three years. Failure to pay specified wages may result in contractor payments being withheld to satisfy liabilities for unpaid wages and liquidated damages.

NOTICE TO PROCEED Following execution of the contract documents and completion of the pre-construction conference, it is typical practice to issue a Notice to Proceed to the prime/general contractor to provide the date that work can begin and contract time for completion. The Notice to Proceed marks the start of contract performance and, if applicable, provides the basis for assessing liquidated damages (other than CWHSSA liquidated damages). The construction period and basis for assessing liquidated damages specified in the Notice to Proceed must be consistent with those sections of the contract documents. Note, however, that issuance of a Notice to Proceed is not mandatory. If a Notice to Proceed is not issued, an alternate method to provide notification of construction commencement is recommended.

ON-SITE INTERVIEWS to capture observations of the work being performed and to get direct information from the laborers and mechanics on the job as to the hours they work, the type of work they perform and the wage they receive.

- Interviews should occur throughout the course of the construction and include a sufficient sample of job classifications represented on the job as well as workers from various companies to allow for a reasonable judgment as to compliance. Information gathered during an interview is recorded on the Record of Employee Interview form (HUD-11).
- The interview should take place on the job site and be conducted privately Interviews are confidential. The interviewer should observe the duties of workers and take notes before initiating interviews. Employees of both the prime contractor and subcontractors should be interviewed.

CERTIFIED PAYROLL REPORTS The prime contractor is required to submit a weekly certified payroll report (CPR) to the County beginning with the first week that your company works on the project and for every week afterward until your firm has completed its work. It's always a good idea to number the payroll reports beginning with #1 and to clearly mark your last payroll for the project "Final."

PAYROLL SUBMISSION AND REVIEW Once construction starts, the general contractor must complete a weekly payroll report for its employees on the covered job and sign the Statement of Compliance. Make sure the payroll is signed with an original signature in ink. The payroll must be signed by a principal of the firm (owner or 3 | P a g e

officer such as the president, treasurer or payroll administrator) or by an authorized agent (a person authorized by a principal in writing to sign the payroll reports). Signature authorization (for persons other than a principal) should be submitted with the first payroll signed by such an agent. Signatures in pencil; signature stamps; Xerox, pdf and other facsimiles are not acceptable. To ensure compliance, Grantees/PJs should review/ spot check payrolls to guarantee that workers are being paid no less than the prevailing Davis-Bacon wages and that there are no discrepancies or violations. The prime contractor is responsible for the full compliance of all subcontractors and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid and for any liquidated damages that may be assessed for overtime violations. All of the payroll reports for any project must be submitted to the County.

PAYROLL RETENTION Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records such as employee addresses and full SSNs, time cards, tax records; evidence of fringe benefit payments, for a Davis-Bacon project for at least 3 years after the project is completed. The prime contractor must keep a complete set of all of the payrolls for every contractor (including subcontractors) for at least 3 years after completion of the project.

PAYROLLS AND BASIC RECORDS Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid.

CONTRACT TERMINATION/DEBARMENT A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

RECIPIENT ACKNOWLEDGEMENT AND STATEMENT OF UNDERSTANDING

This is to acknowledge that I have reviewed the aforementioned standards regarding the Davis Bacon requirements. I understand that the above provides general guidelines and summary information about some of the wage provisions but it is not intended to be all inclusive of Davis Bacon labor standards. I also understand that it is my responsibility to read, understand, become familiar with, and comply with Davis Bacon standards that have been established by the U.S. Department of Housing and Urban Development (HUD). I further understand that HUD reserves the right to modify, supplement, rescind, or revise any standard or policy from time to time, with or without notice, as it deems necessary or appropriate and I am responsible for full compliance.

Company Official Date

Fulton County Community Development Block Grant Program
ATTACHMENT F: Policy 100-28
Georgia Security and Immigration Compliance Act (01/01/2010)

Georgia Security and Immigration Compliance Act

Policy

It is the policy of Fulton County Government, its agencies, departments, and agents to comply with the Georgia Security and Immigration Compliance Act (GSICA), as amended from time to time. The Illegal Immigration and Reform Enforcement Act of 2011; requires Fulton County to require at a minimum, Subrecipients and sub-contractors to submit their E-Verify affidavits to the Subrecipients working on public projects. The Subrecipient then must forward affidavits to the local government within five days of receipt. The Department of Audits will create a form affidavit by August 1, 2011. Until Fulton County is in receipt of the forms, the Subrecipients shall submit forms indicated as "Affidavit Verifying Status of Benefit Applicant, City's Affidavit, Subrecipient's Affidavit and Subcontractor's Affidavit" attached hereto.

This law requires Fulton County to enforce among other measures, the Illegal Immigration and Reform Enforcement Act of 2011:

HB 87 ILLEGAL IMMIGRATION REFORM

- Requires Subrecipients and sub-subcontractors to submit their E-Verify affidavits to the Subrecipients working on public projects. The Subrecipient then must forward affidavits to the local government within five days of receipt. The Department of Audits will create a form affidavit by August 1, 2011.
- Requires local governments to submit E-Verify compliance reports to the state auditor annually by December 31. If the auditor finds a violation in this reporting, the county or city has 30 days to demonstrate compliance or will lose their qualified local government status. Local governments in disagreement may seek relief through the Office of State Administrative hearings. Counties will not be held responsible for the failure of Constitutional Officers failing to abide by this requirement.
- Creates an offense of aggravated identify fraud for those knowingly using fake identification to obtain employment with the punishment being from 1-15 years in prison and a fine of up to \$250,000.
- Authorizes law enforcement officers to verify, through one of several listed documents or immigration verification programs, the immigration status of those they have probable cause to suspect of committing a criminal offense. If the person is found to be an illegal immigrant, the officer may take any action authorized by state or federal law, and has immunity from damages or liability in the process.
- Allows, local law enforcement agencies to arrest any person for a violation of federal immigration law when authorized by federal law.
- Requires private businesses with more than 10 employees to sign an affidavit and attest they are registered to use E-Verify in order to obtain or renew a local business license, occupation tax certificate or other document required to operate a business. Counties and cities must file a report annually, to the Department of Audits, which identifies each license or certificate they issued during the year - to include the name of the person and business and their E-Verify number. Any person, including county employees, who knowingly violate this reporting requirement, shall be guilty of a misdemeanor.
- Requires any applicant who applies for a public benefit (or who must provide identification for any official purpose) to provide secure and verifiable documents to the county to prove their legal status. Local

government employees in willful violation are guilty of a misdemeanor. Each year the Attorney General will provide a list of "secure and verifiable" documents.

- Creates the Immigration Enforcement Review Board, attached to the Department of Audits, which will take complaints, investigate and enforce the provisions of this Act.

Background

Senate Bill 529, the "Georgia Security and Immigration Compliance Act" of 2006, established new work eligibility verification requirements for Fulton County and its Subrecipients and subcontractors, effective July 1, 2007. The Act further prohibited the provision of certain services or benefits to any adult without a verification of their immigration status. Additionally, GSCIA required the County to make a reasonable effort to verify the immigration status of any foreign national charged with and jailed for a felony or DUI.

During the 2009 Legislative Session, House Bill 2 amended several sections of the Georgia Code that make up the GSCIA. Effective January 1, 2009, HB 2 --

- Mandates public employers to post their federal identification number and date of authorization on their website;
- Requires a signed, notarized affidavit from Subrecipients attesting registration and participation in E-Verify;
- Defines the term "applicant" for public benefits;
- Expands the definition of "public benefits";
- Clarifies the annual reporting requirement;
- Calls for a reasonable effort to determine a person's nationality when any person is confined in compliance with Article 36 of the Vienna Convention on Consular Relations.
- Directs the County Jailer to inform a foreign national prisoner of their right to have their native country's local consular office notified of their detention and to allow a consular officer from their native country to visit, converse, correspond, and arrange for legal representation; and
- Establishes penalties for noncompliance.

Applicability

Effective January 1, 2010, this policy will apply to Fulton County departments and agencies, Subrecipients, and to the staffs of elected officials.

Definitions

- (1) *Applicant* means any person 18 years of age or older, who has made application for access to public benefits on behalf of an individual, business, corporation, partnership, or other private entity.
- (2) *Subrecipient* means Subrecipients, contract employees, staffing agencies, or subcontractors.
- (3) *Public benefit* means –
 - a). any grant, contract, loan, professional license, or commercial license provided by Fulton County or by appropriated funds of the United States, State of Georgia or Fulton County;
 - b). Any retirement, welfare, health, disability, public or assisted housing, postsecondary education, food assistance, unemployment benefit, or any other similar benefit for which payments of assistance are provided to an individual, household, or family eligibility unit by an agency of Fulton County government, or by appropriated Federal, State or County funds including –

- Adult education
- Authorization to conduct a commercial enterprise or business
- Business certificate, license or registration
- Business loan
- Cash allowance
- Disability assistance or insurance
- Down payment assistance
- Energy assistance
- Food stamps
- Gaming license
- Health benefits
- Housing allowance, grant, guarantee or loan
- Loan guarantee
- Medicaid
- Occupational license
- Professional license
- Registration of a regulated business
- Rent assistance or subsidy
- State grant or loan
- Tax certificate required to conduct a commercial business
- Temporary assistance for needy families (TANF)
- Unemployment insurance
- Welfare to work

(4) *Foreign national* means any individual who is a citizen of a country other than the United States.

(5) *Qualified alien* means –

- a). an alien who is lawfully admitted for permanent residence under the federal Immigration and Nationality Act (INA);
- b). an alien who is granted asylum under Section 208 of the INA;
- c). a refugee who is admitted to the United States under Section 207 of the INA;
- d). an alien who is paroled into the United States under Section 212(d) (5) of the INA for a period of at least one year;
- e). an alien whose deportation is being withheld under Section 243(h) of the INA (as in effect prior to April 1, 1997) or whose removal has been withheld under Section 241(b)(3);
- f). an alien who is granted conditional entry pursuant to Section 203(a)(7) of the INA as in effect prior to April 1, 1980;
- g). an alien who is a Cuban/Haitian Entrant as defined by Section 501(e) of the Refugee Education Assistance Act of 1980; and
- h). an alien who has been battered or subjected to extreme cruelty, or whose child or parent has been battered or subject to extreme cruelty.

(6) *Systematic Alien Verification for Entitlements Program (SAVE)* means an intergovernmental information sharing initiative of the United States Department of

Homeland Security designed to assist in determining a non-citizen applicant's immigration status.

Responsibilities and Procedures

(1) *Generally.*

- a). All appointing authorities shall verify the immigration status of every newly hired employee according to County Policy 100-27.
- b). All agencies providing a public benefit shall register with the SAVE program at <https://save.uscis.gov/Registration>, enter into a Memorandum of Understanding with the SAVE program, and establish a purchase order for the payment of transaction fees.
- c). All agencies providing a public benefit, shall verify the lawful presence of every person 18 years of age or older who applies for state or local public benefits by requiring each applicant to execute an affidavit in the format attached as "Attachment A", affirming that he or she is a legal permanent resident, or a qualified alien lawfully present in the United States. The affidavit is presumed to be proof of lawful presence until eligibility verification is made through the federal Systematic Alien Verification Entitlement (SAVE) program.
- d). All agencies providing a public benefit shall verify the lawful status of all applicants stating that they are aliens lawfully present in the United States through the SAVE program.
- e). All applicants that are not lawfully present in the United States shall be ineligible to receive public benefits.
- e). Verification of lawful presence is not required for the following benefits:
 - Treatment of emergency medical conditions;
 - Short-term, non-cash emergency disaster relief;
 - Immunizations;
 - Certain in-kind services, such as soup kitchens, short-term shelter, crisis counseling and intervention provided by public and nonprofit agencies that are necessary for the protection of life or safety;
 - Prenatal care;
 - Postsecondary education under specified circumstances;
 - Certain community development assistance or financial assistance programs administered by HUD;
 - Other Federal programs including certain social security and Medicare benefits under specified conditions.

(2) *Office of the County Attorney.* The Office of the County Attorney shall --

- a). Require each contract or agreement for the performance of services between Fulton County and a Subrecipient or subcontractor to include a provision stating that compliance with OCGA § 13-10-91 is a condition of the contract and directs the Subrecipient or subcontractor to register and participate in a Federal work authorization program.
- b). Ensure that each agreement between Fulton County and a Subrecipient/subcontractor for the performance of services includes an executed affidavit verifying compliance with OCGA § 13-10-91 in the form provided for in Attachments "F-1" and/or "F-2".

(3) *Office of Intergovernmental Affairs.* The Office of Intergovernmental Affairs shall --

- a). Submit to the Board of Commissioners for its approval during a Regular or Recess Meeting in December of each year, a report documenting Fulton County's compliance with the GSICA.
- b). Provide an annual report on or before January 1 to the Georgia Department of Community Affairs (DCA),

in a format prescribed by DCA, documenting Fulton County's compliance with the GSICA, and identifying each public benefit administered by Fulton County.

(4) *Department of Information Technology.* The Department of Information Technology shall post the County's federally issued identification number (58-6001729) and date of authorization (*date to be provided*) on the County's website.

(5) *Personnel Department.* The Personnel Department shall monitor new employee work eligibility as required by OCGA § 13-10-91.

(6) *Department of Purchasing and Contract Compliance.* The Department of Purchasing and Contract Compliance shall –

- a). Require all Subrecipients and subcontractors to register and participate in the federal work authorization program "E-Verify". No Subrecipient shall perform any services unless the Subrecipient or subcontractor registers and participates in a federal work authorization program.
- b). Require a signed, notarized affidavit from Subrecipients attesting to their registration and participation in the E-Verify program before considering a bid from the subcontractor for the performance of any service.

(7) *Sheriff's Office.* The Fulton County Sheriff's Office shall –

- a). Make a reasonable effort to determine the nationality of a person confined to the Fulton County Jail for any period of time and charged with a felony, DUI, driving without a license, or a serious misdemeanor.
- b). If the Jail identifies the prisoner as a foreign national, the Sheriff's Office shall make a reasonable effort to determine if the detainee has been lawfully admitted into the United States, and if lawfully admitted, that such lawful status has not expired.
- c). Inform a detained foreign national of their right to have their native country's local consular office notified of their detention and of their right to have a consular officer from their country arrange for legal representation.
- d). Contact the Law Enforcement Support Center of the United States Department of Homeland Security within 48 hours if verification of lawful status cannot be made from documents in possession of the detainee.
- e). Release from custody, pursuant to the admissions and release policies of the Fulton County Sheriff's Office, a detained foreign national unless the Jail receives a valid notification of pending charges from the United States Department of Homeland Security or another agency.
- f). Follow the guidelines and procedures developed by the Georgia Sheriff's Association pertaining to the determination of national and immigration status of certain persons admitted into the Fulton County Jail.

Departmental Sponsor: Office of the County Manager.

Policy Review Date: December 31, 2014

References

- Vienna Convention on Consular Relations, Article 36 "*Communication and Contact with Nationals of the Sending State*"
- 8 U.S.C. § 1611, 1621 and 1623
- 42 U.S.C. § 1396 b(v)(30)
- Immigration Reform and Control Act of 1986, Public Law 99-603
- Georgia Security and Immigration Compliance Act of 2006, Act 457 2006 Georgia General Assembly
- Official Code of Georgia sections 13-10-90, 13-10-91, 42-4-14, 50-13-1, 50-36-1

- Georgia Department of Labor Rules § 300-10-1-01 through 300-10-1-09
- Fulton County Policy 100-27, "*Immigration Reform and Control Act (IRCA)*"

Attachments

Attachment F-1: Applicant for Public Benefits Affidavit

Attachment F-2: Subrecipient/Subcontractor/Sub Sub-subcontractor Affidavit

Fulton County Community Development Block Grant Program
ATTACHMENT F-1: Policy 100-28
Georgia Security and Immigration Compliance Act (01/01/2010)

Affidavit Verifying Status of Benefit Applicant

Pursuant to the Georgia Security and Immigration Compliance Act (O.C.G.A. § 50-36-1), effective July 1, 2007, every agency in **FULTON COUNTY** providing public benefits through any local program is responsible for determining the immigration status of citizen applicants for said benefits.

By executing this affidavit under oath, as an applicant for benefits, I am stating the following with respect to my application for benefits from Fulton County Government:

_____ I am a United States citizen or legal permanent resident 18 years of age or older;

OR

_____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, 18 years of age or older and lawfully present in the United States. My alien number issued by the U.S. Department of Homeland Security or other federal immigration agency is _____.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

Signature of Applicant

Date

Printed Name

SUBSCRIBED TO AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20__.

Notary Public

My Commission Expires: _____

Fulton County Community Development Block Grant Program
ATTACHMENT F-2: Policy 100-28
Georgia Security and Immigration Compliance Act (01/01/2010)

Subrecipient Affidavit

By executing this affidavit, the undersigned Subrecipient verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that **City of Fairburn** (hereinafter "Prime Subrecipient") engaged in the physical performance of services under a contract with **Fulton County Government** has registered with and is authorized to use the federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRA), [P.L. 99-6031], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91]. The Prime Subrecipient further declares that it is actively using and will continue to use the federal work authorization program throughout the contract period.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, the Prime Subrecipient will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit attached hereto. The Prime Subrecipient further agrees to maintain records of such compliance and provide a copy of each verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

EEV/Basic Pilot Program* Date of Authorization

BY: Authorized Officer of Agent
(Insert Prime Contractor Name)

Title of Authorized Officer or Agent of Prime Contractor

Printed Name of Authorized Officer or Agent

Subrecipient Affidavit

Page 2 of 6

SUBSCRIBED TO AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20__.

Notary Public

My Commission Expires:

NOTE:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)

Subcontractor Affidavit

Page 3 of 6

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **City of Fairburn** on behalf of **Fulton County Government** has registered with and is authorized to use the federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRA), [P.L. 99-6031], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91]. The Subcontractor further declares that it is actively using and will continue to use the federal work authorization program throughout the contract period.

EEV/Basic Pilot Program* User Identification Number

EEV/Basic Pilot Program* Date of Authorization

BY: Authorized Officer of Agent

(Insert Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED TO AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20 ____.

Subcontractor Affidavit

Page 4 of 6

Notary Public

My Commission Expires:

NOTE:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)

Sub Subcontractor Affidavit

Page 5 of 6

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **City of Fairburn** on behalf of **Fulton County Government** has registered with and is authorized to use the federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRA), [P.L. 99-6031], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91]. The Sub Subcontractor further declares that it is actively using and will continue to use the federal work authorization program throughout the contract period.

EEV/Basic Pilot Program* User Identification Number

EEV/Basic Pilot Program* Date of Authorization

BY: Authorized Officer of Agent

(Insert Sub Subcontractor Name)

Title of Authorized Officer or Agent of Sub Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED TO AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20 ____.

Sub Subcontractor Affidavit

Page 6 of 6

Notary Public
My Commission Expires:

NOTE:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)

Fulton County Community Development Block Grant Program
ATTACHMENT G: Form HUD 60002 (06/2001)

Compliance with Section 3 Assurance

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, mandates that the Department ensures that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very-low income persons, particularly those who are recipients of government assistance housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as self-monitoring tool. The data is entered into a database and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 8080(e) (6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

Upon signing this document, recipients receiving Federal financial assistance for Housing and Community Development projects and activities covered by Section 3, will adhere to the reporting requirements as specified by 24 CFR Part 135 and HUD Form 60002.

If the recipient agency [Fulton County] receives Section 3 covered funding and invests these funds into covered projects/activities, but no individual contract with a subrecipient exceeds \$100,000, responsibility for complying with Section 3 only applies to the recipient agency and not to the subrecipient.

Signature of Authorized Certifying Official	Applicant
X	City of Fairburn
Title	Date
Mayor	

Fulton County Community Development Block Grant Program ATTACHMENT G-2: Section 3 Reporting Requirements Summary)

ANNUAL SECTION 3 SUMMARY REPORTING REQUIREMENTS

FOR RECIPIENTS OF HUD COMMUNITY PLANNING & DEVELOPMENT FUNDING

***TECHNICAL ASSISTANCE ON FORM HUD-60002**

Why HUD Enforces Section 3?

Each year the U.S. Department of Housing and Urban Development invests billions of federal dollars into distressed communities for projects designed to build and rehabilitate housing, improve roads, develop community centers, and otherwise assist families achieve the American Dream.

The Section 3 regulation recognizes that HUD funding typically results in projects/activities that generate new employment, training and contracting opportunities. These economic opportunities not only provide "bricks and mortar", but can also positively impact the lives of local residents who live in the neighborhoods being redeveloped.

Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 135] is HUD's legislative directive for providing preference to low- and very low-income residents of the local community (regardless of race or gender), and the businesses that substantially employ these persons, for new employment, training, and contracting opportunities resulting from HUD-funded projects.

Further, as a condition of receiving HUD Community Planning and Development assistance, recipients certify that they will comply with the requirements of Section 3 annually pursuant to 24 CFR 570.607(b). Accordingly, the Department has the legal responsibility to monitor recipients for compliance and can impose penalties upon those that fail to meet these obligations.

Applicability of Section 3 to Community Planning & Development Assistance

The requirements of Section 3 apply to recipients of HUD Community Planning and Development funding exceeding **\$200,000**.

Section 3 covered projects are those in which a (or aggregate) amount of covered funding exceeding \$200,000, is invested into activities involving **housing construction, demolition, rehabilitation, or other public construction—i.e., roads, sewers, community centers, etc.**

[Example: Section 3 applies to the combined investment of more than \$200,000 into multiple single-family housing rehabilitation projects during a program year].

Subrecipients, Contractors or subcontractors that receive contracts in excess of **\$100,000** for Section 3 covered projects/activities are required to comply with the Section 3 regulations in the same manner as direct recipients.

If the recipient agency receives Section 3 covered funding and invests these funds into covered projects/activities, but no individual contract exceeds \$100,000, responsibility for complying with Section 3 only applies to the recipient.

Accordingly, the recipient must attempt to reach the Section 3 minimum numerical goals found at 24 CFR Part 135.30 by: 1) Awarding 10 percent of the total dollar amount of all covered construction contracts to Section 3 businesses; and 2) Offering 30 percent of new employment opportunities to Section 3 businesses.

Section 3 Covered Community Planning and Development funding

- Community Development Block Grants (CDBG)
- Home Investment Partnership Assistance
- Housing Opportunities for Persons with Aids (HOPWA)
- Economic Development Initiative (EDI)
- Brownfield Economic Development Initiative (BEDI)
- Emergency Shelter Grants
- Homeless Assistance
- University Partnership Grants
- Neighborhood Stimulus Program (NSP)
- Certain Grants Awarded Under HUD Notices of Funding Availability (NOFAs)

***NOTE:** The requirements of Section 3 only apply to the portion(s) of covered funding that were used for project/activities involving housing construction, rehabilitation, demolition, or other public construction.

Section 3 applies to the **entire** covered project or activity regardless of whether the activity was fully or partially funded with covered assistance.

Section 3 Covered Recipient Agencies

“Recipient” refers to any entity that receives Section 3 covered financial assistance directly from HUD or from another recipient and includes, but is not limited to any of the following:

- States; Units of Local Government; Native American Tribes; or other Public Bodies
- Public or Private Nonprofit Organizations
- Private Agencies or Institutions
- Mortgagors; Developers; Limited Dividend Sponsors; Builders; Property Managers; Community Housing Development Organizations
- Successors, assignees, or transferees of any such entity listed above
- Recipients do **NOT** include any ultimate beneficiary under the HUD program that Section 3 applies and does **NOT** refer to contractors.

Triggering the Requirements of Section 3

Section 3 is triggered when the normal completion of construction and rehabilitation projects creates the need for **new** employment, contracting, or training opportunities.

The Section 3 regulations should not be construed to mean that recipients are required to hire Section 3 residents or award contracts to Section 3 businesses other than what is needed to complete covered projects/activities.

If the expenditure of covered funding does not result in new employment, contracting, or training opportunities, the requirements of Section 3 have not been triggered. However, each agency must still submit Section 3 annual reports indicating this information.

Recipient Responsibilities Pursuant to Section 3

Each recipient (and their covered contractors, subcontractors, or subrecipients) are required to comply with the requirements of Section 3 for employment, training, or contracting opportunities resulting from the expenditure of covered funding. This responsibility includes:

1. Implementing procedures to notify Section 3 residents and business concerns about training, employment, and contracting opportunities generated by Section 3 covered assistance;
2. Notifying potential contractors working on Section 3 covered projects of their responsibilities;
3. Incorporating the Section 3 Clause into all covered solicitations and contracts [see 24 CFR Part 135.38];
4. Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns;
5. Assisting and actively cooperating with the Department in making contractors and subcontractors comply;
6. Refraining from entering into contracts with contractors that are in violation of Section 3 regulations;
7. Documenting actions taken to comply with Section 3; and
8. Submitting Section 3 Annual Summary Reports (form HUD-60002) in accordance with 24 CFR Part 135.90.

In addition to the responsibilities described above, **State and County agencies or consortia** that distribute covered funds to units of local government, nonprofit organizations, or other subrecipients, must attempt to reach the minimum numerical goals set forth at 24 CFR Part 135.30, regardless of the number of subrecipients that receive covered funding. State or County agencies must also do the following:

1. Inform subrecipients about the requirements of Section 3;
2. Assist subrecipients and their contractors with achieving compliance;
3. Monitor subrecipients' performance with respect to meeting the requirements of Section 3; and
4. Report to HUD on the cumulative Section 3 activities taking place within their jurisdiction on an annual basis.

Section 3 Residents and Business Concerns

Section 3 Residents Are:

1. Residents of Public and Indian Housing; or
2. Individuals that reside in the metropolitan area or nonmetropolitan county in which the Section 3 covered assistance is expended and whose income do not exceed the local HUD income limits set forth for low- or very low-income households.

Section 3 Business Concerns Are One of the Following:

1. Businesses that are 51 percent or more owned by Section 3 residents;
2. Businesses whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the firm were Section 3 residents; or
3. Businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the dollar amount of all subcontracts to be awarded to businesses that meet the qualifications described above.

In accordance with the regulation, residents and businesses concerns seeking Section 3 preference shall certify, or submit evidence to the recipient, contractor, subcontractor or subrecipient (if requested) verifying that they meet the definitions provided above.

Recipients can use their discretion for determining the type of verification that is required by prospective Section 3 residents and business concerns. Some examples include: proof of residency in a public housing authority; proof of federal subsidies for housing, food stamps, or unemployment benefits; and payroll data or other relevant business information.

Section 3 Summary Reports (Form HUD-60002)

Annually, each direct recipient of Community Planning and Development funding is required to submit form HUD-60002 to HUD's Economic Opportunity Division in Washington, DC. , preferably online from the following website: www.hud.gov/section3.

Due Date: Form HUD-60002 is due at the same time as annual performance (e.g., CAPERS) reports

The Section 3 Summary Report shall follow the same program, fiscal, or calendar year as the annual performance report and should correspond to the covered projects and activities that were administered during the reporting period.

NOTE: Section 3 reports must be submitted by all agencies that receive Community Planning and Development funding in excess of \$200,000 whether the requirements were triggered or not.

Determining What Should Be Reported on Form HUD-60002

Section 3 Annual Summary Reports are intended to measure each recipient's efforts to comply with the statutory and regulatory requirements of Section 3 in its own operations **AND** those of its covered contractors, subcontractors, and subrecipients. Each submission of form HUD-60002 should indicate the following:

- The total dollar amount of HUD funding that was received by the recipient for covered projects/ activities during the specified reporting period.
- The total number of new employees that were hired by the recipient and/or its covered contractors, subcontractors, and subrecipients, as a result of performing or completing covered project/activities.
- The number of new employees that were hired by the recipient (or its covered contractors, subcontractors, and subrecipients), as a result of covered projects/activities, that met the definition of a Section 3 resident.
- The total number of man hours worked on covered projects (optional).
- The aggregate number of hours worked by Section 3 residents on covered projects (optional).
- The total number of Section 3 residents that participated in training opportunities that were made available by the recipient agency, its contractors, subrecipients, or other local community resource agencies.
- The total dollar amount of construction and/or non-construction contracts (or subcontracts) that were awarded with covered funding.

- The dollar amount of the recipient's construction or non-construction contracts (or subcontracts) that were awarded to Section 3 business concerns.
- Detailed narrative descriptions of the specific actions that were taken by the recipient (or its covered contractors, subcontractors, subrecipients, or others) to comply with the requirements of Section 3 and/or meet the minimum numerical goals for employment and contracting opportunities.

Section 3 Reporting and Compliance Determinations

Absent evidence to the contrary, the Department considers recipients of covered funding to be in compliance with Section 3 if they meet the minimum numerical goals set forth at 24 CFR Part 135.30. Specifically:

- a. 30 percent of the aggregate number of new hires shall be Section 3 residents;
- b. 10 percent of the total dollar amount of all covered construction contracts shall be awarded to Section 3 business concerns; and
- c. 3 percent of the total dollar amount of all covered non-construction contracts shall be awarded to Section 3 business concerns.

Recipients that fail to meet the minimum numerical goals above bear the burden of demonstrating why it was not possible to do so. Such justifications should describe the efforts that were taken, barriers encountered, and other relevant information that will enable the Department to make a compliance determination.

Recipients that submit Section 3 reports containing all zeros, without a sufficient explanation to justify their submission, are in **noncompliance** with the requirements of Section 3.

Failure to comply with the requirements of Section 3 may result in sanctions, including: debarment, suspension, or limited denial of participation in HUD programs pursuant to 24 CFR Part 24.

Recipients that are subject to annual A-133 Audits may also receive an audit finding for failure to submit form HUD-60002 to HUD.

Important Notes for Submitting Form HUD-60002

- Recipients must submit a separate form HUD-60002 for each type of covered funding (separate reports must be submitted for CDBG and HOME funding).
- Use the online Section 3 Summary Reporting System at: www.hud.gov/section3 to ensure that form HUD- 60002 is received by the Economic Opportunity Division in HUD Headquarters in a timely manner.
- The "reporting period" option in the online Section 3 Summary Reporting System (box #7) lists quarters but the Section 3 reporting is an annual requirement. Accordingly, recipients should select **Quarter 4** to document the total amount of covered activities/projects that were completed during the entire reporting period.
- If the recipient (or its covered contractors, subcontractors and subrecipients) did not hire any new employees during the reporting period, and/or if no covered construction or non-construction contracts were awarded, the recipient must indicate this in Part III of form HUD-60002 and certify that this information is true and accurate by penalty of law.

Where Are Reports Submitted

Form HUD-60002 must be submitted to HUD's Economic Opportunity Division, in Washington, DC. Recipients are strongly encouraged to submit form HUD-60002 online at: www.hud.gov/section3.

Recipients can also download a hard copy of form HUD 60002 from the website listed above. Hard copies shall be submitted via fax or mail to:

U.S. Department of Housing and Urban Development
Attn: Economic Opportunity Division
451 Seventh Street, SW
Room 5235
Washington, DC 20410
202-708-1286 (fax)

Additional Section 3 Guidance and Technical Assistance

The Economic Opportunity Division is committed to providing recipient's guidance and technical assistance for compliance with the requirements of Section 3.

For additional information, please visit the Section 3 website at www.hud.gov/section3. This webpage provides the following tools and information:

- Section 3 Statute—12 U.S.C. 1701u
- Section 3 Regulation—24 CFR Part 135
- Frequently Asked Questions
- Section 3 Model Programs
- Guidance on Section 3 and Economic Stimulus Funding
- Guidance on Section 3 and the Neighborhood Stimulus Program (NSP)
- Sample Section 3 Certification Forms (residents and business concerns)
- Link to HUD's Local Income Eligibility Calculator
- Link to Section 3 Annual Reporting System (form HUD-60002)
- Downloadable Forms
- Contact Information for Economic Opportunity Division staff
- Email inquiries on Section 3 can be sent to section3@hud.gov

Fulton County Community Development Block Grant Program
ATTACHMENT H: Form HUD 40076 RHED (03/2002)

Environmental Review Assurances

The award of funds under this program is subject to the environmental review requirements of 24 CFR part 50. These requirements only apply to grant-funded projects fully or partially funded by HUD, undertaken by grantees and all tiers of subgrantees and subcontractors.

When a project is limited to activities described in 24 CFR 50.19, it does not require an environmental review. All other activities (for example, acquisition of real property, construction, and alteration) are subject to an environmental review. Since the approval of the initial grants in this program must occur prior to the identification of properties to be treated, as is provided for in 24 CFR 50.3(h), the applicant hereby agrees that it will assist Fulton County CDBG (FC CDBG) Program to comply with 24 CFR part 50, and that the applicant shall:

1. Advise FC CDBG Program of all projects requiring a review under 24 CFR part 50 prior to their approval and supply FC CDBG Program with all available and relevant information necessary for FC CDBG Program to perform for each property any environmental review required by 24 CFR part 50;
2. Carry out mitigating measures required by FC CDBG Program or select an alternate property or project;
3. Not acquire, rehabilitate, convert, lease, repair or construct property, nor commit or expend FC CDBG Program or local funds for these program activities on a HUD-assisted project until FC CDBG Program has completed an environmental review to the extent required under 24 CFR 50 and has given notification of its approval in accordance with 24 CFR 50.3(h) (3); and
4. Include the above requirements in all subgrants and subcontracts.

Signature of Authorized Certifying Official	Applicant
X	City of Fairburn
Title	Date
Mayor	



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: APPROVAL OF 2017 LMIG OFF-SYSTEM SAFETY PROGRAM PEDESTRIAN IMPROVEMENTS PROJECT CONTRACT AWARD

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

Submitted: 10/02/2017 Work Session: 10/09/2017 Council Meeting: 10/09/2017

DEPARTMENT: Engineering

BUDGET IMPACT: A 2017 Local Maintenance & Improvement Grant (LMIG) Off-System Safety (OSS) Program award of \$230,000 from the Georgia Department of Transportation (GDOT) has been committed to the project. Approximately \$169,287.50 of the proposed TSPLOST Pedestrian/Bike Improvements funds will also be required, for a total budget impact of \$399,287.50.

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to approve the 2017 LMIG Pedestrian Improvement Project Contract Award to TOPLE Construction & Engineering, Inc. at a bid price of \$399,287.50.

HISTORY: On May 11, 2017, the City of Fairburn's Engineering Department submitted an application for Additional Local Improvement Grant (LMIG) for Off-System Safety for Fiscal Year 2017.

On July 31, 2017, the City of Fairburn received an approval letter dated July 20, 2017 from the Georgia Department of Transportation, which indicated that the Department would commit up to \$230,000 or 70% of the proposed project cost.

In November 2016, citizens throughout Fulton County voted to approve the Transportation Special Purpose Local Option Sales Tax (T-SPLOST). The referendum, based on the 2015 census, could bring a forecasted \$13,752,484 to the City of Fairburn over the next five years to fund transportation projects. The approved T-SPLOST Project List allocates \$136,891 Tier 1 funding to Pedestrian/Bike Improvements.

Combining the efforts of the 2017 LMIG-OSS funding and the proposed Phase 1 TSPLOST Pedestrian/Bike Improvements funding will allow the City of Fairburn to take advantage of the economies of scale and satisfy the LMIG local match requirements with T-SPLOST funds instead of General Funds.

On August 14th, 2017, Mayor & Council approved the 2017 LMIG Off-System Safety Program Pedestrian Improvements Project at the City Council Meeting. The project was advertised on August 23rd, 2017.

FACTS AND ISSUES: The bid opening was September 22, 2017 at 3:00pm at which time six (6) bids were opened and read aloud. After completion of the bid evaluation, it was determined that TOPLE Construction & Engineering, Inc. was the lowest responsive and responsible bidder with a bid price of \$399,287.50.

RECOMMENDED ACTION: Staff recommends that Mayor and Council approve the 2017 LMIG-OSS Program Pedestrian Improvements Project Contract with TOPLE Construction & Engineering, Inc. for the bid amount of \$399,287.50.

Stephen Hood, Interim City Administrator

Mario B. Avery, Mayor

CITY OF FAIRBURN AGENDA ITEM FACTS SHEET

To: City Administrator, Mayor and Council

From: Deputy Director of Community Development

Date: October 2, 2017

Re: Facts Sheet for the Approval of the 2017 LMIG-OSS Project Contract

Who:

The Deputy Director of Community Development, in conjunction with the City Engineer, is making this request.

What:

For Mayor and Council to approve the 2017 LMIG-OSS Program Project Contract with TOPLE Construction & Engineering, Inc. at a bid price of \$399,287.50.

Why:

On May 11, 2017, the City of Fairburn's Engineering Department submitted an application for Additional Local Improvement Grant (LMIG) for Off-System Safety for Fiscal Year 2017.

On July 31, 2017, the City of Fairburn received an approval letter dated July 20, 2017 from the Georgia Department of Transportation, which indicated that the Department would commit up to \$230,000 or 70% of the proposed project cost.

In November 2016, citizens throughout Fulton County voted to approve the Transportation Special Purpose Local Option Sales Tax (T-SPLOST). The referendum, based on the 2015 census, could bring a forecasted \$13,752,484 to the City of Fairburn over the next five years to fund transportation projects. The approved T-SPLOST Project List allocates \$136,891 Tier 1 funding to Pedestrian/Bike Improvements.

Combining the efforts of the 2017 LMIG-OSS funding and the proposed Phase 1 TSPLOST Pedestrian/Bike Improvements funding will allow the City of Fairburn to take advantage of the economies of scale and satisfy the LMIG local match requirements with T-SPLOST funds instead of General Funds.

When:

If approved, it is anticipated that Staff will issue the Notice of Award by October 12th, 2017 and the Notice to Proceed by October 23rd, 2017.

Where:

This work will take place at various locations throughout the City.

How:

On August 14th, 2017, Mayor & Council approved the 2017 LMIG Off-System Safety Program Pedestrian Improvements Project at the City Council Meeting. The project was advertised on August 23rd, 2017. The bid opening was September 22, 2017 at 3:00pm at which time six (6) bids were opened and read aloud. After completion of the bid evaluation, it was determined that TOPLE Construction & Engineering, Inc. was the lowest responsive and responsible bidder with a bid price of \$399,287.50.

Staff recommends that Mayor and Council approve the 2017 LMIG-OSS Program Pedestrian Improvements Project Contract with TOPLE Construction & Engineering, Inc. at a bid price of \$399,287.50.

BID OPENING RESULTS
IFB 17-004 PEDESTRIAN IMPROVEMENTS ON VARIOUS CITY ROADS
CITY OF FAIRBURN, GEORGIA

BID OPENING: September 22, 2017 - 3:00 P.M.

	PLAN HOLDERS	BID BOND	BID AMOUNT
1	Redland Company	✓	\$ 996,063.00
2	Mullins Brothers Paving Contractors, Inc.		
3	Construction Market Data Group, LLC		
4	Construction Engineering & Management Comp.	✓	\$ 436,300.00
5	Baldwin Paving Company		
6	Construction 57, Inc.	✓	\$ 523,000.00
7	A1 Contracting	✓	\$ 451,012.50
8	D & H Construction Company	✓	\$ 407,989.50
9	Tople Construction and Engineering, Inc.	✓	\$ 399,287.50

Notes:

Bids were opened and read aloud in accordance with the project advertisement and invitation for bid. Unit price calculations and certifications will be verified and a certified tabulation release at a later date.

September 22, 2017

LESTER THOMPSON

Marceia Lindley

MARCEIA LINDLEY

September 22, 2017



PEDESTRIAN IMPROVEMENTS ON VARIOUS CITY ROADS

PROJECT NUMBER 17-004

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

PEDESTRIAN IMPROVEMENTS ON VARIOUS CITY ROADS**BID ITEMS**

ITEM #	DESCRIPTION	UNIT	APPROX QTY	UNIT PRICE	TOTAL
1	GRADING, COMPLETE	LS	1	\$118,000.00	\$118,000.00
2	GRASSING	LS	1	\$5,000.00	\$5,000.00
3	ADA RAMPS	EA	50	\$850.00	\$42,500.00
4	CONCRETE DRIVEWAY, 6 IN	SF	7500	\$6.00	\$45,000.00
5	CONCRETE SIDEWALK, 4 IN	SF	38750	\$3.85	\$149,187.50
6	CONCRETE HEADER CURB, TYP 2	LF	1750	\$12.00	\$21,000.00
7	CONCRETE CURB & GUTTER, 8 IN X 24 IN, TP 2	LF	350	\$15.00	\$5,250.00
8	SIDEWALK/CONCRETE RETAINING WALL -- COMB. TYPE	LF	200	\$62.00	\$12,400.00
9	CATCH BASIN TOP	EA	1	\$950.00	\$950.00
		TOTAL		\$ 399,287.50	

Company Name Tope Construction & Engineering, Inc.

PRIME CONTRACTOR CERTIFICATION OF NONSEGREGATED FACILITIES

The undersigned hereby certifies that:

No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Name of Prime Contractor: Tople Construction & Engineering, Inc.

Project Name: Pedestrian Improvements on Various City Roads

Project Number (if applicable): 17-004

Name and Title of Signer (Print or Type): Lucky O. Enigiamusoe, President

Signature: Lucky O. Enigiamusoe

Date: 9-22-17

City of Fairburn requests a minimum of three, (3) references where work of a similar size and scope has been completed.

1. Company Name City of Chamblee, Public Works Department
 Brief Description of Project Peachtree Streetscapes; Installed sidewalks, driveways, landscaping, etc.
 Completion Date Current
 Contact Person Reginald Anderson
 Telephone (470) 395-2362 Facsimile (770) 986-1027
 E-Mail Address randerson@chambleega.gov
2. Company Name City of Smyrna, Public Works Department
 Brief Description of Project Doskin Trail Drainage Improvement
 Completion Date June 2017
 Contact Person Scott Stokes
 Telephone (770) 431-2850 Facsimile _____
 E-Mail Address SStokes@smyrnaga.gov
3. Company Name City of Atlanta, Public Works Department
 Brief Description of Project Simpson Rd Pedestrian Improvement
Replaced sidewalk, curb & gutter, and built retaining wall
 Completion Date August 2015
 Contact Person Daniel Ephraim
 Telephone (404) 330-6922 Facsimile _____
 E-Mail Address dephraim@atlantaga.gov

Company Name Topte Construction & Engineering, Inc.

FAILURE TO RETURN THIS PAGE AS PART OF BID DOCUMENT MAY RESULT IN REJECTION OF BID.

FAILURE TO RETURN THIS PAGE AS PART OF BID DOCUMENT MAY RESULT IN REJECTION OF BID.

BID SCHEDULE

Note: City of Fairburn requires pricing and terms remain firm for the duration of this contract. This contract shall commence upon Notice to Proceed (NTP). All work must be completed sixty (60) days from NTP. Failure to hold pricing firm for the duration of this contract will be sufficient cause for City of Fairburn to declare bid non-responsive.

The undersigned acknowledges receipt of the following addenda, listed by number and date appearing on each:

Addendum No.	Date	Addendum	Date
<u>N/A</u>			

Certificate of Noncollusion in Bid Preparation

Signature

Date

In Compliance With The Attached Specifications, The Undersigned Offers And Agrees, If This Bid Is Accepted By The City of Fairburn Within Sixty (60) Days Of The Date Of Bid Opening, To Furnish Any And All Of The Items Upon Which Prices Are Quoted, At The Price Set Opposite Each Item, Delivered To The Designated Point(S) Within The Time Specified In The Bid Schedule.

The City requires that all who enter into a contract for the physical performance of services with the City must satisfy O.C.G.A. § 13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract. Further, all bidders should identify which of the three statutory employee-number categories they represent:

☐ 100 or more employees
☒ Fewer than 100 employees

Legal Business Name Tople Construction Engineering Federal Tax ID 58-2156083

Address 792 Donald Lee Hollawell Pkwy, Atlanta, GA 30318

Does your company currently have a location within City of Fairburn? Yes ☐ No ☒

Representative Signature Lucky O. Ehigiamusoe

Print Authorized Representative's Name Lucky O. Ehigiamusoe

Telephone Number (404) 874-1090 Fax Number (404) 874-1095

E-Mail Address lucky@topleconstruction.com

CONTRACTOR AFFIDAVIT & AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm or corporation which is contracting with City of Fairburn, Georgia, has registered and is participating in a federal work authorization program* [an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the provisions established in O.C.G.A. § 13-10-91, as amended.

The undersigned further agrees that should it employ any new employees or contract with any subcontractor(s) for the physical performance of services pursuant to the contract with City of Fairburn, Georgia, the Contractor will secure from the subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91, as amended, on the attached Subcontractor Affidavit. The undersigned contractor further agrees to use the federal work authorization program throughout the contract period and to maintain records of such compliance and to provide a copy of each such verification to City of Fairburn, Georgia, at the time the subcontractor(s) is retained to perform such services.

313701
EEV / Basic Pilot Program* User
Identification Number
(<https://e-verify.uscis.gov/enroll/>)

Nicky D. Gigiamusoe
By: Authorized Officer or Agent

3-23-2010
Date of Authorization

9-22-2017
Date of Execution Affidavit

President
Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

22nd DAY OF September, 20 17

Chelsear Weatherston

My Commission Expires: _____



Note: As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau (USCIS) of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: APPROVAL OF 2017 LMIG/TSPLOST ROAD IMPROVEMENTS PROJECT CONTRACT AWARD

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

Submitted: 10/02/2017 Work Session: 10/09/2017 Council Meeting: 10/09/2017

DEPARTMENT: Engineering

BUDGET IMPACT: The 2017 Local Maintenance & Improvement Grant (LMIG) award of \$165,748.69 from the Georgia Department of Transportation (GDOT) has already been received. Approximately \$984,212.72 of the \$7,737,167 in proposed TSPLOST City-Wide Road Resurfacing funds will also be required, for a budget total impact of \$1,149,961.41.

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to approve the 2017 LMIG/TSPLOST Road Improvement Project Contract Award with E.R. Snell Contractor, Inc. for amount of \$1,149,961.41.

HISTORY: The City of Fairburn receives an annual grant of approximately \$125,000 in LMIG funds for various road improvements. During the last several years we have added General Fund monies to that amount to make approximately \$350,000 in improvements.

In November 2016, citizens throughout Fulton County voted to approve the Transportation Special Purpose Local Option Sales Tax (T-SPLOST). The referendum, based on the 2015 census, could bring a forecasted \$13,752,484 to the City of Fairburn over the next five years to fund transportation projects. The approved T-SPLOST Project List allocates \$8,290,154.00 to City-Wide Road Resurfacing.

Combining the efforts of this year's LMIG and the proposed Phase 1 TSPLOST Project will allow the City of Fairburn to take advantage of the economies of scale and satisfy LMIG local match requirements with T-SPLOST funds instead of General Funds as in previous years.

FACTS AND ISSUES: In the development of this year's project list, staff took an inside-out approach. In preparation for the Downtown LCI Project our strategy is to use 2017-2018 LMIG/TSPLOST funds to focus our resurfacing efforts on the heart of the City (downtown) and

extend future efforts to its extremities. In doing so, the implementation of the Downtown LCI Project, which currently has a management let date of September 15, 2018, will have a more meaningful impact on the revitalization of Fairburn's Historic Downtown. In addition to areas in close proximity to downtown, this year's project list also contains other priorities identified by Staff. It is important to note that project include the entire Phase 1 list previously provided since the infrastructure investigation conducted by the City of Fairburn Water & Sewer Division did not called for the removal of any of the streets.

The bid opening was September 22, 2017 at 3:00pm at which time four (4) bids were opened and read aloud. After completion of the bid evaluation, it was determined that E.R. Snell Contractor, Inc. was the lowest responsive and responsible bidder with a bid price of \$1,149,961.41.

RECOMMENDED ACTION: Staff recommends that Mayor and Council approve the 2017 Road Improvement Project Contract Award to that E.R. Snell Contractor, Inc.at a bid price of \$1,149,961.41.

Stephen Hood, Interim City Administrator

Mario B. Avery, Mayor

CITY OF FAIRBURN AGENDA ITEM FACTS SHEET

To: City Administrator, Mayor and Council

From: Deputy Director of Community Development

Date: October 2, 2017

Re: Facts Sheet for the Approval of the 2017 LMIG/TSPLOST Road Improvements Project
Contract Award

Who:

The Deputy Director of Community Development, in conjunction with the City Engineer, is making this request.

What:

For Mayor and Council to approve the 2017 LMIG/TSPLOST Road Improvement Project Contract Award with E.R. Snell Contractor, Inc. for amount of \$1,149,961.41.

Why:

The City of Fairburn receives an annual grant of approximately \$125,000 in LMIG funds for various road improvements. During the last several years we have added General Fund monies to that amount to make approximately \$350,000 in improvements.

In November 2016, citizens throughout Fulton County voted to approve the Transportation Special Purpose Local Option Sales Tax (T-SPLOST). The referendum, based on the 2015 census, could bring a forecasted \$13,752,484 to the City of Fairburn over the next five years to fund transportation projects. The approved T-SPLOST Project List allocates \$8,290,154.00 to City-Wide Road Resurfacing.

Combining the efforts of this year's LMIG and the proposed Phase 1 TSPLOST Resurfacing Project will allow the City of Fairburn to take advantage of the economies of scale and satisfy LMIG local match requirements with T-SPLOST funds instead of General Funds as in previous years.

When:

If approved, it is anticipated that Staff will issue the Notice of Award by October 12th, 2017 and the Notice to Proceed by October 23rd, 2017.

Where:

This work will take place at various locations throughout the City. However, the primary focus will be on the heart of the City (downtown).

How:

In the development of this year's project list, staff took an inside-out approach. In preparation for the Downtown LCI Project our strategy is to use 2017-2018 LMIG/TSPLOST funds to focus our resurfacing efforts on the heart of the City (downtown) and extend future efforts to its extremities. In doing so, the implementation of the Downtown LCI Project, which currently has a management let date of September 15, 2018, will have a more meaningful impact on the revitalization of Fairburn's Historic Downtown. In addition to areas in close proximity to downtown, this year's project list also contains other priorities identified by Staff. It is important to note that the project include the entire Phase 1 Project list previously approved since the infrastructure investigation conducted by the City of Fairburn Water & Sewer Division did not called for the removal of any of the streets.

The bid opening was September 22, 2017 at 3:00pm at which time four (4) bids were opened and read aloud. After completion of the bid evaluation, it was determined that E.R. Snell Contractor, Inc. was the lowest responsive and responsible bidder with a bid price of \$1,149,961.41.

GR Shell Contractor, Inc.
1785 Oak Road
P.O. Box 306
Snellville, GA 30078

Original



ROADWAY IMPROVEMENTS ON VARIOUS CITY ROADS

PROJECT NUMBER 17-005

City of Fairburn
56 Malone Street
Fairburn, Georgia 30213

CONTRACTOR AFFIDAVIT & AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm or corporation which is contracting with City of Fairburn, Georgia, has registered and is participating in a federal work authorization program* [an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the provisions established in O.C.G.A. § 13-10-91, as amended.

The undersigned further agrees that should it employ any new employees or contract with any subcontractor(s) for the physical performance of services pursuant to the contract with City of Fairburn, Georgia, the Contractor will secure from the subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91, as amended, on the attached Subcontractor Affidavit. The undersigned contractor further agrees to use the federal work authorization program throughout the contract period and to maintain records of such compliance and to provide a copy of each such verification to City of Fairburn, Georgia, at the time the subcontractor(s) is retained to perform such services.

22114 E.R. Snell Contractor, Inc. 01-22-07
 EEV / Basic Pilot Program* User Identification Number _____ Date of Authorization
 (https://e-verify.uscis.gov/enroll/)
[Signature]
 By: Authorized Officer or Agent _____ Date of Execution Affidavit

Senior Vice President
 Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

22nd DAY OF September, 20 17

Bobbie Thompson Notary Public

My Commission Expires: September 15, 2021



Note: As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau (USCIS) of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

SUBCONTRACTOR AFFIDAVIT & AGREEMENT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm or corporation which is contracting with City of Fairburn, Georgia, has registered and is participating in a federal work authorization program* [an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the provisions established in O.C.G.A. § 13-10-91, as amended.

EEV / Basic Pilot Program* User
Identification Number
(<https://e-verify.uscis.gov/enroll>)

Date of Authorization

By: Authorized Officer or Agent

Date of Execution Affidavit

Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF _____, 20 _____

_____, Notary Public

My Commission Expires: _____

Note: As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau (USCIS) of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

PRIME CONTRACTOR CERTIFICATION OF NONSEGREGATED FACILITIES

The undersigned hereby certifies that:

No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Name of Prime Contractor: E.R. Snell Contractor, Inc.

Project Name: Roadway Improvements on Various City Roads

Project Number (if applicable): 17-005

Name and Title of Signer (Print or Type): Nick Murphy Senior Vice President

Signature: 

Date: September 22, 2017

SUBCONTRACTOR CERTIFICATION OF NONSEGREGATED FACILITIES

The undersigned hereby certifies that:

No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Name of Prime Contractor: _____

Project Name: _____

Project Number (if applicable): _____

Name and Title of Signer (Print or Type): _____

Signature: _____

Date: _____

CITY OF FAIRBURN, GEORGIA
LIST OF SUBCONTRACTORS

I do ☒, do not ☐, propose to subcontract some of the work on this project. I propose to Subcontract work to the following subcontractors:

NAME AND ADDRESS	TYPE OF WORK
Peck Pavement Markings 4600 Peck Industrial Drive Columbus, Ga. 31909	Pavement Markings
E.L. Jones Construction 1556 Rockbridge Rd Columbus, Ga. 30012	Drainage Structures
TRAFFIC Management USA 110 Thompson Road Ste. 102 Hiram, Ga 30141	Crosswalk

Company Name E.R. Snell Contractor, Inc.

CITY OF FAIRBURN, GEORGIA

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that

E. R. Snell Contractor, Inc.
(Name of Contractor)

1785 Oak Road, Snellville, GA 30078
(Address of Contractor)

a Corporation
(Corporation, Partnership or Individual)

hereinafter called Principal, and

Travelers Casualty and Surety Company of America
(Name of Surety)

One Tower Square, Hartford, CT 06183
(Address of Surety)

a Corporation of the State of Connecticut, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Fairburn

(Name of Oblgee)

56 Malone Street, Fairburn, Georgia 30213

(Address of Oblgee)

Thereinafter referred to as Oblgee: in the penal sum of Five Percent of Bid Amount--- 5%

Dollars (\$ 5%) in
lawful money of the United States, for the payment of which sum will and truly to be made, we bind
ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these
presents.

WHEREAS, the Principal is about to submit, or has submitted, to City of Fairburn, Georgia, a proposal
for furnishing materials, labor, and equipment for: Roadway Improvements on Various City Roads,
Project No. 17-005

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's
check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the proposal be accepted, the
Principal shall within ten days after receipt of notification of the acceptance, execute a Contract in
accordance with the Proposal and upon the terms, conditions, and prices set forth in the form and
manner required by City of Fairburn, Georgia, and execute a sufficient and satisfactory Performance

Bond and Payment Bond payable to City of Fairburn, Georgia, each in the amount of 100% of the total Contract Price, in form and with security satisfactory to said City of Fairburn, Georgia, and otherwise, to be and remain in full force and virtue in law, and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to City of Fairburn, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

(Signatures Next Page)

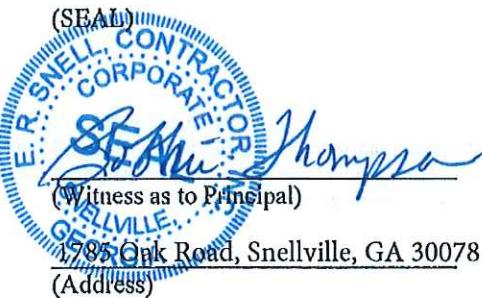
City of Fairburn, Georgia

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A.. 36-91-1 et seq., and is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed and dated this day of September 22, 20 17


CITY OF FAIRBURN, GEORGIA
ATTEST:


(Principal Secretary)


(SEAL)

(Witness as to Principal)
1785 Oak Road, Snellville, GA 30078
(Address)


ATTEST:

Resident Agent, S. Lynn Sghiatti

(SEAL)

(Witness as to Surety)
2500 Cumberland Parkway, Ste. 400
Atlanta, GA 30339
(Address)

E. R. Snell Contractor, Inc.
(Principal)

By: 
1785 Oak Road, Snellville, GA 30078
(Address).

Travelers Casualty and Surety Company
of America
(Surety)
By: 
(Attorney-in-Fact) Margaret S. Meyers

2500 Cumberland Parkway, Ste. 400
Atlanta, GA 30339
(Address)

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No.

231819

Certificate No. 007118362

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Douglas L. Rieder, Debra Johnson, Brian Perry, Carl R. Wise, John W. Miller, II, F. Anderson Phillips, Richard W. Naylor, John Earl, Wm. John Graham, W. Wesley Hamilton, Jr., Margaret S. Meyers, S. Lynn Sghiatti, and Misty Haig

of the City of Atlanta, State of Georgia, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 8th day of February, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the 8th day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
Marie C. Tetreault, Notary Public



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/6/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sterling Seacrest Partners Inc. P O Box 724137 Atlanta GA 31139		CONTACT NAME: Mary Ward PHONE (A/C, No. Ext): (678) 424-6500 FAX (A/C, No.): (678) 424-6501 E-MAIL ADDRESS: mward@sspins.com													
INSURED E.R. Snell Contractor, Inc. P.O. Box 306 Snellville GA 30078		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A: Liberty Mutual Fire Ins Co (A-VX)</td><td>NAIC # 23035</td></tr><tr><td>INSURER B: Employers Ins Co of Wausau (A-VX)</td><td>21458</td></tr><tr><td>INSURER C: Liberty Insurance Corp. (A-VX)</td><td>42404</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER A: Liberty Mutual Fire Ins Co (A-VX)	NAIC # 23035	INSURER B: Employers Ins Co of Wausau (A-VX)	21458	INSURER C: Liberty Insurance Corp. (A-VX)	42404	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: 17-18 Liab Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		TB2Z51097510377	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> contractual liability					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> X/C/U					PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> OTHER: 25,000 Ded					Employee Benefits \$ 1,000,000
B	AUTOMOBILE LIABILITY		ASCZ51097510367	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> 25,000 Ded					\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	TH7Z51097510387	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 4,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0					\$
						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	NC7Z51097510417 (NC/SC)			E.L. EACH ACCIDENT \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y	Christopher L. Snell-Exclud	1/1/2017	1/1/2018	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		David E. Snell-Excluded			E.L. DISEASE - POLICY LIMIT \$ 1,000,000
			Robin J. Snell-Excluded			
A	Excess Work Comp		BW5Z5N097510407 (GA)	1/1/2017	1/1/2018	Limit-Each accident or each employee for disease 1,000,000 SIR-650,000
			officers included			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

As required by written contract and permitted by law, the City of Fairburn is named as additional insured on a primary and noncontributory basis on the General and Auto Liability policies. Waiver of Subrogation applies as required by written contract(s) for General Liability, Auto Liability, and Workers Compensation subject to actual policy forms, and endorsements. All Liability policies have been endorsed to provide the certificate holder (30) days notice of cancellation, except for non-payment(10), when required by written contract.

CERTIFICATE HOLDER

City of Fairburn 56 Malone Street Fairburn, GA 30213	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Wm Graham III/MARYW

CANCELLATION

© 1988-2014 ACORD CORPORATION. All rights reserved.

Policy Number TB2Z51097510377
Issued by Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization for whom you have agreed in writing to provide liability insurance. But:

The insurance provided by this amendment:

1. Applies only to "bodily injury" or "property damage" arising out of (a) "your work" or (b) premises or other property owned by or rented to you;
2. Applies only to coverage and minimum limits of insurance required by the written agreement, but in no event exceeds either the scope of coverage or the limits of insurance provided by this policy; and
3. Does not apply to any person or organization for whom you have procured separate liability insurance while such insurance is in effect, regardless of whether the scope of coverage or limits of insurance of this policy exceed those of such other insurance or whether such other insurance is valid and collectible.

The following provisions also apply:

1. Where the applicable written agreement requires the insured to provide liability insurance on a primary, excess, contingent, or any other basis, this policy will apply solely on the basis required by such written agreement and Item 4. Other insurance of SECTION IV of this policy will not apply.
2. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Item 4. Other Insurance of SECTION IV of this policy will govern.
3. This endorsement shall not apply to any person or organization for any "bodily injury" or "property damage" if any other additional insured endorsement on this policy applies to that person or organization with regard to the "bodily injury" or "property damage".
4. If any other additional insured endorsement applies to any person or organization and you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for that additional insured, this policy will apply solely on the basis required by such written agreement and Item 4. Other insurance of SECTION IV of this policy will not apply, regardless of whether the person or organization has available other valid and collectible insurance. If the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Item 4. Other Insurance of SECTION IV of this policy will govern.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/6/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sterling Seacrest Partners Inc. P O Box 724137 Atlanta GA 31139	CONTACT NAME: Mary Ward PHONE (A/C, No, Ext): (678) 424-6500 FAX (A/C, No): (678) 424-6501 E-MAIL ADDRESS: mward@sspins.com
INSURED E.R. Snell Contractor, Inc. P.O. Box 306 Snellville GA 30078	INSURER(S) AFFORDING COVERAGE INSURER A: Great American Insurance NAIC # 16691 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 17-18 \$20mil XS

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 0			TUR064861603	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A					PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Excess covers over Liberty Mutual \$4,000,000 Lead Umbrella Policy #TH7251097510387

CERTIFICATE HOLDER

CANCELLATION

City of Fairburn 56 Malone Street Fairburn, GA 30213	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Wm JGraham MEMO/MARYW
--	--

© 1988-2014 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: ASCZ51097510367
E. R. Snell Contractor, Inc.

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "Insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "Insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

City of Fairburn requests a minimum of three, (3) references where work of a similar size and scope has been completed.

1. Company Name Spalding County
 Brief Description of Project Spalding Resurfacing 2015
 Completion Date 03/2016
 Contact Person Tim Crane
 Telephone 770-467-4262 Facsimile 770-467-4315
 E-Mail Address tcrane@spaldingcounty.com
2. Company Name Barrow County Engineering Department
 Brief Description of Project 2015 LMIG
 Completion Date 06/2015
 Contact Person Darrell Greeson
 Telephone 770-867-1977 Facsimile 770-307-3141
 E-Mail Address dgree@barrowga.com
3. Company Name Coweta County Department of Transportation
 Brief Description of Project RB 15.1 Resurfacing
 Completion Date 09/2015
 Contact Person Tod Hadley
 Telephone 770-683-2300 Facsimile 770-683-2014
 E-Mail Address trans-rw@coweta.ga.us

Company Name E.R. Snell Contractor, Inc.

FAILURE TO RETURN THIS PAGE AS PART OF BID DOCUMENT MAY RESULT IN REJECTION OF BID.

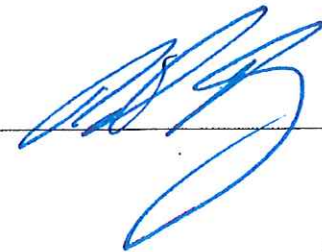
ROADWAY IMPROVEMENTS ON VARIOUS CITY ROADS

BID ITEMS

ITEM #	DESCRIPTION	UNIT	APPROX QTY	UNIT PRICE	TOTAL
1	12.5mm Recycled Asph. Conc. Patching- including Bituminous Material, Lime and Tack Coat	TN	100	297.00	29,700.00
2	9.5mm Recycled Asph. Conc.- including Bituminous Material, Lime and Tack Coat @1.5"	TN	7177.3	74.25	532,914.53
3	Milling (1.5")	SY	87,519	2.65	231,925.35
4	Adjust Manhole to Grade	EA	57	2,190.00	124,830.00
5	Adjust Water Valve to Grade	EA	22	1,040.00	22,880.00
6	Striping, Ther. 5-Inch yellow	LF	35701.3	1.10	39,271.43
7	Striping, Ther. 8-inch white	LF	34759.3	3.00	104,277.90
8	Striping, Ther. 24-inch white	LF	756	9.20	6,955.20
9	Striping, Ther. Rt. Arrow Pavement Marking	EA	6	108.00	648.00
10	Striping, Ther. (ONLY) Pavement Marking	EA	3	163.00	489.00
11	Striping, Therm. (SCHOOL) Pavement Marking	EA	1	271.00	271.00
12	Traffic Print Textured Paving Crosswalk	SF	2000	21.25	42,500.00
13	Raised Pavement Markers, TP 1	EA	2046	6.50	13,299.00
			TOTAL	\$	1,149,961.41

Company Name

E.R. Snell Contractor, Inc.



BID SCHEDULE

Note: City of Fairburn requires pricing and terms remain firm for the duration of this contract. This contract shall commence upon Notice to Proceed (NTP). All work must be completed sixty (60) days from NTP. Failure to hold pricing firm for the duration of this contract will be sufficient cause for City of Fairburn to declare bid non-responsive.

The undersigned acknowledges receipt of the following addenda, listed by number and date appearing on each:

Addendum No.	Date	Addendum	Date
<u>1</u>	<u>09-15-11</u>		

Certificate of Noncollusion in Bid Preparation

Signature

Date

In Compliance With The Attached Specifications, The Undersigned Offers And Agrees, If This Bid Is Accepted By The City of Fairburn Within Sixty (60) Days Of The Date Of Bid Opening, To Furnish Any And All Of The Items Upon Which Prices Are Quoted, At The Price Set Opposite Each Item, Delivered To The Designated Point(S) Within The Time Specified In The Bid Schedule.

The City requires that all who enter into a contract for the physical performance of services with the City must satisfy O.C.G.A. § 13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract. Further, all bidders should identify which of the three statutory employee-number categories they represent:

☒ 100 or more employees
☐ Fewer than 100 employees

Legal Business Name E.R. Snell Contracting, Inc. Federal Tax ID 58-0807745

Address 1785 Oak Road Snellville, GA 30078

Does your company currently have a location within City of Fairburn? Yes ☐ No ☒

Representative Signature

Print Authorized Representative's Name Nick Murphy

Telephone Number 770-985-0600

Fax Number 770-985-2957

E-Mail Address nmurphy@er.snell.com



City of Fairburn

September 15, 2017

Addendum No. 1

Project Number 17-005

Roadway Improvements on Various City Roads

The following responses have been provided to questions posed on Project #17-001,
Roadway Improvements on Various City Roads:

1. Is the contractor responsible for milling the side parking areas located on Fairview Drive?
Yes
2. Senoia Rd. and E. Broad St. both have railroad crossings on them. Will the contractors be required to purchase railroad insurance and railroad flagmen for this project?
No. The successful Contractor will be required to stop short of the railroad right-of-way at both locations.
3. Will the side parking on Clayton St. be milled and paved?
Yes
4. Several of the roads have tree roots on them. If the tree roots are removed or damaged during the milling operation and the tree dies who will be responsible for the removal?
The City of Fairburn
5. It looks like Smith St. and E. Broad St. both have redlights on them. Will there be any traffic signal loops to be replaced on these roads? If so there is not a pay item of this work.
No
6. It looks like the Milling will be full width at 1.5" in depth. Is this correct?
Yes
7. Several of the roads have asphalt above the curb. On these roads will the Milling depth still be 1.5"? Please advise.
Yes, unless a determination for additional milling is made by the City of Fairburn or it's Representative.
8. What type of 9.5mm will be required? Type 1 or 2?
Type 1

56 Malone St., SW Fairburn, GA 30213
(770) 964-2244 (770) 969-3484 FAX

9. On the roads that do not have curb and gutter will the contractor be required to perform any shoulder building, grassing, install Low/Soft Shoulder Signs and or place barrels? Note #9 on page 7 of the proposal states there should be a Shoulder Reconstruction item.
On roads without curb and gutter, the contractor shall be required to knock down any windrows created by the clipping operation. This work shall be done following resurfacing, at such time that the mix has sufficiently cured to prevent damage. Such work shall be incidental to the cost of the resurfacing work being performed and no additional payment shall be made. No other shoulder reconstruction will be required beyond normal clean-up and stabilization activities.
10. Will the contractor be required to mill and pave into side roads?
Yes, in most cases. However, in some cases, as directed by the Engineer, it will be extended to the radius return and edge milling may also be required.
11. How long will the contractor have to cover milled surfaces? Page 15 in the Section 150 states 30 calendar days.
3 days – 72 hours
12. Note #4 on page 7 of the proposal states that the contractor will be required to post mount the road construction signs on all non-residential roads, which roads are considered non-residential? Since these roads are so short will the City consider letting the contractor place these signs on tripods for all roads or maybe post mounting the signs only on Senoia Rd. since it is a longer road? Please advise.
Tripods should be sufficient, since extended durations are not anticipated.
13. What will be the allowed work hours for this project?
The work hours are 7am to 5pm Monday through Friday with Saturday work to be considered upon request. Lane closures will be restricted to the hours of 9am to 4pm Monday through Friday, and on Saturdays as approved by the Engineer.
14. Will the contractor be required to pave any driveways or can they run the spreader gate out as they go by each driveway?
All driveways and intersections shall be tied-in with surface mix at the time of paving for a sufficient distance to provide a smooth transition from the new pavement to the existing surface.
15. On page 41 of the proposal it looks like the City will handle the compaction testing for this project. Is this correct?
No; Page 7, Section F (General Construction Guidelines), Item 5 states: "Control and testing of materials will be the contractors' responsibility for all mix provided in accordance with sections 106, 400, 402, 432, 652 and related special provisions of the Georgia Department of Transportation Standard Specifications. The cost of such testing shall be included in the unit price of the material being used, and no additional compensation will be made".

16. Will the contractor be required to temporary stripe the milled surfaces?
No
17. Will all patches be marked 6.5' or wider?
Yes
18. On residential streets can we use tri-pods instead of post mounted signs since they would only be there one day?
Yes
19. For the crosswalk item, can TrafficPatterns XD (formerly StreetPrint XD) be used in lieu of what is presented in the specs?
Yes

You should acknowledge receipt on Page 34 of the bidding documents.

FAILURE TO ACKNOWLEDGE THE ADDENDUM MAY RESULT IN REJECTION OF YOUR BID.

Bids will be received at the City of Fairburn at City Hall, 56 Malone Street, SW, Fairburn, GA 30213 (770-964-2244) until 3:00 PM, Friday, September 22, 2017, at which time the bids will be publicly opened and read aloud. Bids received after the designated time will not be considered.



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: APPROVAL OF TASK ORDER #3 WITH MORELAND ALTOBELLI FOR CONSTRUCTION MANAGEMENT SERVICES ON THE 2017 LMIG-OSS PROJECT, PEDESTRIAN IMPROVEMENTS ON VARIOUS CITY ROADS (17-004)

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

Submitted: 10/03/2017 Work Session: 10/09/2017 Council Meeting: 10/09/2017

DEPARTMENT: Engineering

BUDGET IMPACT: The budget impact of this task order will be \$20,000.

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to approve Task Order #2 with Moreland Altobelli for Construction Management Services on the 2017 LMIG-OSS Project (17-004, Pedestrian Improvements on Various City Roads).

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 2017 LMIG-OSS Project (17-004, Pedestrian Improvements on Various City Roads) has been provided for review and consideration.

RECOMMENDED ACTION: Staff recommends that the City Council approve Task Order #2 with Moreland Altobelli Associates, Inc. for Construction Management Services on the 2017 LMIG-OSS Project, Pedestrian Improvements on Various City Roads (17-004) and authorize the Mayor to sign the Task Order for an amount not to exceed \$20,000.

Stephen Hood, Interim City Administrator

Mario B. Avery, Mayor

CITY OF FAIRBURN AGENDA ITEM FACTS SHEET

To: City Administrator, Mayor and Council

From: Deputy Director of Community Development

Date: October 3, 2017

Re: Facts Sheet for the Approval of Task Order #2 with Moreland Altobelli for Construction Management Services on the 2017 LMIG-OSS Project, Pedestrian Improvements on Various City Roads (17-004)

Who:

The Deputy Director of Community Development, in conjunction with the City Engineer, is making this request.

What:

For Mayor and Council to approve Task Order #2 with Moreland Altobelli for Construction Management Services on the 2017 LMIG-OSS Project (17-004, Pedestrian Improvements on Various City Roads).

Why:

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.

When:

If approved, it is anticipated that Staff will issue the Notice of Award by October 12th, 2017.

Where:

This work will take place at various locations throughout the City.

How:

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 2017 LMIG-OSS Project (17-004, Pedestrian Improvements on Various City Roads) has been provided for review and consideration.

Staff recommends that the City Council approve Task Order #2 with Moreland Altobelli Associates, Inc. for Construction Management Services on the 2017 LMIG-OSS Project, Pedestrian Improvements on Various City Roads (17-004) and authorize the Mayor to sign the Task Order for an amount not to exceed \$20,000.

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 18th 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: Bentley A.

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: M.B. By

Mayor

Date signed by City:

September 12, 2016

Attest: Deplaine Taper

City Clerk

Approved as to form:

Wm R. Turner

City Attorney



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, LA, and support services necessary to keep the project moving and to eliminate location conflicts. Anticipate lead times for database preparation on the project. This may include consultants engaged by the tenant/end-user for security, telecommunications, and data system design and installations.

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

3. Bidding.

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

4. Permitting & Construction.

- a. Meet with owner, owner's design consultant, and contractor for a pre-construction conference.
- b. Manage submittals, shop drawings, material selections, and color selection review associated with the project.
- c. Coordinate with contractor for materials testing and quality assurance program, keeping records of same.
- d. Maintain all records associated with any environmental compliance, safety, or sustainability policy compliance programs (LEED, Energy Star, NPDES-stormwater, etc.). Ensure compliance with all permit requirements associated with all federal, state, and local environmental and safety requirements for construction. Maintain a minimum Level IA NPDES certification for all staff assigned to the site.
- e. 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 TASK ORDER FOR LANDSCAPE ARCHITECTURAL SERVICES WITH MORELAND ALTABELLI ASSOCIATES, INC.

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

Submitted: 10/3/2017

Work Session: 10/09/2017

Council Meeting: 10/09/2017

DEPARTMENT: Community Development

BUDGET IMPACT: The budget impact will be \$15,000 annually

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to approve a task order with Moreland Altobelli for On-Call Landscape Architectural Services.

HISTORY: The City solicited proposals in July 2016 for On-Call Landscape Architectural Services to assist the City in complying with landscaping and development ordinances and special project support. This first task order was approved in December of 2016. The current task order will have the same scope of services for another annual period.

FACTS AND ISSUES: The task order is in accordance with the contract agreement signed in November of 2016. It will allow Moreland Altobelli to provide landscape architectural plan review, consultation and design services to the City of Fairburn.

RECOMMENDED ACTION: Staff recommends that the City Council approve the task order with Moreland Altobelli Associates, Inc. for On-Call Landscape Architectural Services.

Stephen Hood, Interim City Administrator

Mario B. Avery, Mayor

LANDSCAPE ARCHITECTURAL TAKS ORDER SERVICES FACT SHEET

The landscape architectural services scope of services:

- Review plans for compliance with the ordinance
- Submit comments to planning coordinator
- Attend coordination and preconstruction meetings
- Conduct initial and final site inspections
- Consultation for tree removals and replacements
- Consultation for landscape maintenance and performance bond administration

Date of Master Services Agreement: 11/01/2016

Contract Value: not to exceed \$15,000



MorelandAltobelliAssociates, Inc

2450 Commerce Avenue, Suite 100 • Duluth, Georgia 30096-8910 • Phone: 770/263-5945 • Fax: 770/263-0166 • ma@maai.net

Richard C. Boulton, PE Vice President	Barry L. Brown, PE Vice President	Thomas D. Moreland, PE Chairman/CEO	Buddy Gratton, PE President	Vickie E. Moreland Executive Vice President/CFO	George M. Byrd, PE Senior Vice President	J. Holly Moreland Vice President
		Henry E. Collins, Jr. Vice President	Bradley M. Hale, PE Vice President	Albert J. Joyner, Jr. Vice President	Christopher S. Kingsbury, RLA Vice President	L.N. Manchi, PE Vice President

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

Date: October 2, 2017
From: Chris Kingsbury
Copy to: Buddy Gratton

Project: On Call Landscape Architectural Services
TO No.: 2

Scope of Work: Provide development plan review services, special project design services and special project renderings to the City of Fairburn, as requested by the City on an on-call basis.

BACKGROUND INFORMATION

Moreland Altobelli Associates, Inc. has prepared this Task Order (TO) in accordance with our Master Services Agreement dated November 1, 2016. This task order has been prepared to assist the City of Fairburn with Landscape Architectural and Design Services. The services proposed will better enable the City to complete projects 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 - Plan Reviews and Special Project Design and Renderings, \$15,000

- Provide plan review services to ensure developer submitted plans are prepared in accordance with the City's Development Regulations and provide design and rendering services to drawings and exhibits for future City projects as requested.

The total not to exceed budget of \$15,000.00 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, Inc. 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 Inc. for our records.

Authorized by: _____

Title: Mayor

Print Name: Mario B. Avery

Date: _____



Moreland Altobelli Associates, Inc.
On Call Landscape Architectural Services for
City of Fairburn
TO #2

PERSONNEL COSTS:		EST HRS	RATE/HR	COST(\$)
ON CALL LANDSCAPE ARCHITECTURAL SERVICES				
SENIOR PROFESSIONAL	30	\$150.00	\$4,500	
PROFESSIONAL	120	\$85.00	\$10,200	
DESIGNER/GIS SPECIALIST	0	\$80.00	\$0	
ENVIRONMENTAL SPECIALIST	0	\$75.00	\$0	
GN/SURVEY TECH/CADD OPERATOR	0	\$70.00	\$0	
CLERICAL	0	\$52.50	\$0	
SENIOR INSPECTOR	0	\$72.00	\$0	
INSPECTOR	0	\$60.00	\$0	
SURVEY CREW (2 PERSON)	0	\$110.00	\$0	
SURVEY CREW WITH GPS	0	\$110.00	\$0	
UTILITY LOCATOR	0	\$70.00	\$0	
SUBTOTAL				\$14,700
DIRECT COSTS				
REPRODUCTION/PLOTTING				\$100
TRAVEL AND MISC. DIRECT COSTS				\$200
TOTAL DIRECT COSTS				\$300
TOTAL COST				\$15,000

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 10th 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 July 27, 2016, and approved by City Council on October 10, 2016:
 - (a) Perform the Professional Services as indicated on the Request for Proposal dated July 27, 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.

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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.

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(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;

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6. Duration and Termination. This Agreement shall remain in effect until October 10, 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.

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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.

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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: [Signature]
President

Date signed by Contractor:

October 24th, 2014

[CORPORATE SEAL]



CITY:

Address:

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

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

By: _____

Mayor

Date signed by City:

_____, 20____

Attest: _____

Approved as to form:

City Clerk

City Attorney

[SEAL]



CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

SUBJECT: City Staff is requesting Mayor and Council to approve the use of funds from fund balance to balance the Fiscal Year 2017-2018 Budget.

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

Submitted: 10/04/2017 Work Session: 10/09/2017 Council Meeting: 10/09/2017

DEPARTMENT: City Administration

BUDGET IMPACT: Fund balance will be reduced by up to \$685,392, if expenditures exceed projected annual revenues.

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to authorize the use of funds from fund balance to the Fiscal Year 2017-2018 budget, if needed.

HISTORY: Mayor and Council approved the use of funds from fund balance, if needed, to balance the Fiscal Year (FY) 2016-2017 budget. Based upon current estimates of revenues and expenditures for FY 2016-2017 it will not be necessary to use fund balance. Expenditures year-to-date are less than revenues.

FACTS AND ISSUES: Based upon current estimates expenditures will not exceed revenues for FY2016-2017.

RECOMMENDED ACTION: Staff recommends that the Mayor and City Council approve the possible use of funds from fund balance to balance the FY 2017-2018 budget.

Stephen Hood, Interim City Administrator

Mario B. Avery, Mayor

CITY OF FAIRBURN



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: EMERGENCY SEWER REPAIR

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

Submitted: 09/28/2017 Work Session: 10/09/2017 Council Meeting: 10/09/2017

DEPARTMENT: Water/Sewer

BUDGET IMPACT: \$159,000 from account 505-0000-54-1400

PUBLIC HEARING? () Yes (☒) No

PURPOSE: For Mayor and Council to accept a proposal from Crawford Grading and Pipeline, Inc. to make emergency repairs to an aerial sewer line damaged by a falling tree in the amount of \$159,000.

HISTORY: This 594 foot sewer line crosses a depressed area between East Campbellton Street and Willow Creek Road. A four to five foot tree fell across it, breaking the pipe in numerous places and damaging the piers supporting the pipe. Raw sewage was being discharged directly onto the ground and threatening the creek.

FACTS AND ISSUES:

RECOMMENDED ACTION: For Mayor and Council to accept a proposal from Crawford Grading and Pipeline, Inc. to make emergency repairs to an aerial sewer line damaged by a falling tree in the amount of \$159,000.

Stephen Hood, Interim City Administrator

Mario B. Avery, Mayor



GRADING & PIPELINE, INC.
 (770) 927-0413 Office (770) 927-2533 Fax
 1505 Dunlap Road, Luthersville, GA 30251
 www.crawfordgrading.com

Proposal

Submitted To: John Caldwell / Tom Ridgway
City of Fairburn Water & Sewer
jcaldwell@fairburn.com
tridgway@fairburn.com

Date: 09-26-2017

Job Name	Job Location	Plan Information
471 East Campbellton Street	Fairburn, Ga	Site Visit Only

SEWER REPAIR

Description	Qty	Unit of Measure
8" DIP CL-350 UNCOATED	594	LF
TIE INTO EXISTING SSMH	1	LS
TIE INTO EXISTING 8" DIP	1	LS
CLEARING	1	LS
BY-PASS PUMPING	10	DAYS
GRASSING	1	LS
GRAVEL REPLACEMENT AT ROAD	18	TONS
REMOVE AND HAUL OFF OLD PIPE	594	LF
RIP RAP AT CREEK CROSSING	72	TONS
MATTS FOR CROSSING CREEK	1	LS
24" DIA PEIRS W/4' X 4' BASE @ 14 VF	2	EA
24" DIA PEIRS W/4' X 4' BASE @ 12 VF	3	EA
24" DIA PEIRS W/4' X 4' BASE @ 10 VF	4	EA
24" DIA PEIRS W/4' X 4' BASE @ 8 VF	18	EA
24" DIA PEIRS W/4' X 4' BASE @ 4 VF	2	EA
#57 STONE PEIR FOUNDATION	72	TONS
PIPE STRAPS	29	EA

PROJECT TOTAL- \$159,000.00

PROJECT TOTAL IF 401 COATED DIP REQUIRED- \$169,000.00

PROJECT NOTES:

1. 8" DIP CL-350 UNCOATED PIPE IS IN STOCK.
2. IF 8" DIP CL-350 401 COATED PIPE IS REQUIRED IT IS NOT IN STOCK AND WILL HAVE TO BE ORDERED.
3. NO EROSION CONTROL INCLUDED UNLESS SHOWN ABOVE.
4. SEE ATTACHED DETAIL OF PEIRS.

Notes:

Price does not include permits, bonds, license, engineering, staking, surveying, silt fence, clearing, landscaping, pavement, curb or sidewalk replacement unless noted above. Rock Excavation is \$60.00 per Cubic Yard. Minimum Rock Excavation Fee is \$2,500.00

If any additional testing or any intermediate testing is required, then an additional fee will be charged.

This Proposal may be withdrawn if not accepted within 30 days.

To accept this quotation, sign here and return: _____

Piers will be poured
on-site

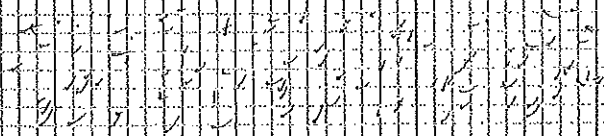


8" DIP with pipe strap

Piers will be 3000 PSI
with rebar

2' Dia. Concrete Various heights
using 24" CMP as form
CMP will be left in place

4' x 4' x 2' Concrete Base



#57 Stone Foundation

NOT TO SCALE



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: APPROVAL OF TASK ORDER #3 WITH MORELAND ALTOBELLI FOR CONSTRUCTION MANAGEMENT SERVICES ON THE 2017 LMIG PROJECT, ROADWAY IMPROVEMENTS ON VARIOUS CITY ROADS (17-005)

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

Submitted: 10/03/2017 Work Session: 10/09/2017 Council Meeting: 10/09/2017

DEPARTMENT: Engineering

BUDGET IMPACT: The budget impact of this task order will be \$77,000.

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to approve Task Order #3 with Moreland Altobelli for Construction Management Services on the 2017 LMIG Project (17-005, Roadway Improvements on Various City Roads).

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 2017 LMIG Project (17-005, Roadway Improvements on Various City Roads) 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 2017 LMIG Project, Roadway Improvements on Various City Roads (17-005) and authorize the Mayor to sign the Task Order for an amount not to exceed \$77,000.

Stephen Hood, Interim City Administrator

Mario B. Avery, Mayor

September 15, 2016

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

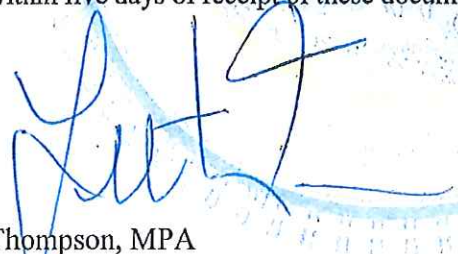
Re: Notice of Award - **RFP# 16-005 - On-Call Construction Management Services**

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 12th 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

Attest:


City Clerk

Approved as to form:



City Attorney



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, LA, and support services necessary to keep the project moving and to eliminate location conflicts. Anticipate lead times for database preparation on the project. This may include consultants engaged by the tenant/end-user for security, telecommunications, and data system design and installations.

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

3. Bidding.

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

4. Permitting & Construction.

- a. Meet with owner, owner's design consultant, and contractor for a pre-construction conference.
- b. Manage submittals, shop drawings, material selections, and color selection review associated with the project.
- c. Coordinate with contractor for materials testing and quality assurance program, keeping records of same.
- d. Maintain all records associated with any environmental compliance, safety, or sustainability policy compliance programs (LEED, Energy Star, NPDES-stormwater, etc.). Ensure compliance with all permit requirements associated with all federal, state, and local environmental and safety requirements for construction. Maintain a minimum Level IA NPDES certification for all staff assigned to the site.
- e. 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 AGENDA ITEM FACTS SHEET

To: City Administrator, Mayor and Council

From: Deputy Director of Community Development

Date: October 3, 2017

Re: Facts Sheet for the Approval of Task Order #2 with Moreland Altobelli for Construction Management Services on the 2017 LMIG-OSS Project, Pedestrian Improvements on Various City Roads (17-004)

Who:

The Deputy Director of Community Development, in conjunction with the City Engineer, is making this request.

What:

For Mayor and Council to approve Task Order #2 with Moreland Altobelli for Construction Management Services on the 2017 LMIG-OSS Project (17-004, Pedestrian Improvements on Various City Roads).

Why:

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.

When:

If approved, it is anticipated that Staff will issue the Notice of Award by October 12th, 2017.

Where:

This work will take place at various locations throughout the City.

How:

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 2017 LMIG-OSS Project (17-004, Pedestrian Improvements on Various City Roads) has been provided for review and consideration.

Staff recommends that the City Council approve Task Order #2 with Moreland Altobelli Associates, Inc. for Construction Management Services on the 2017 LMIG-OSS Project, Pedestrian Improvements on Various City Roads (17-004) and authorize the Mayor to sign the Task Order for an amount not to exceed \$20,000.