

# **Council Meeting- Zoom**

October 26, 2020 at 7:00 pm

Dial (929) 205-6099 Meeting ID 957 2473 5652

Electronic Device https://zoom.us/j/95724735652

# The Honorable Mayor Elizabeth Carr-Hurst, Presiding

The Hon	orable Mayor Pro-Tem Ulysses J. Smallwood orable Linda J. Davis orable Alex Heath	The Honorable Hattie Portis-Jones The Honorable Pat Pallend The Honorable James Whitmore					
Mr. Rano	dy Turner	City Attorney					
I.	Meeting Called to Order:	The Honorable Mayor Carr-Hurst					
II.	Roll Call:	Arika Birdsong-Miller City Clerk					
III.	Invocation:	Apostle Danita Jones In His Great Name Ministry					
IV.	Adoption of City Council Minutes:	Councilmembers					
	- October 12, 2020 Council Meeting Minut	es (Zoom)					
V.	Proclamation:	Mr. Dexter L. Bailey, Jr. Director of Bands Creekside High School					

VI. Adoption of the City Council Agenda:

# VII. Agenda Items:

# 1. Engineering

Mr. Lester Thompson

Councilmembers

For Mayor and Council to Approve of Change Order #3 with Precision 2000 to Install a Planter Base on the Downtown LCI Streetscape Project in the amount of \$3,935.15

For Mayor and Council to Approve Change Order #140 for Water Supply Sampling in the amount of \$12,500.

# **3.** Utilities

2. Utilities

For Mayor and Council to Approve Change Order #141 for the Phase I MS4 Report and Annual Inspection to Address EPD Comments in the amount of \$19,870.

# 4. Police Department

For Mayor and Council to Approve the Purchase and Outfitting for three (3) Ford Explorers in the amount of \$122,625.

### **5. Police Department**

For Mayor and Council to Approve the Speed Limit Increase on Gullatt Road.

- VIII. Council Comments
- IX. Executive Session

X. Adjournment

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

There will be an Executive Session for Personnel and Litigation.

Mr. John Martin ter Supply

# Mr. John Martin

**Chief Stoney Mathis** 

**Chief Stoney Mathis** 

Councilmembers

Attorney Randy Turner

Councilmembers



City of Fairburn Mayor and Council Meeting- Zoom October 12, 2020 7:00 pm

- I. The meeting was called to order at 7:00 pm by the Honorable Mayor Carr-Hurst.
- II. Roll Call was taken by City Clerk, Arika Birdsong-Miller with the following members present:

Mayor Elizabeth Carr-Hurst

The Honorable Mayor Pro-Tem Ulysses J. Smallwood	The Honorable Pat Pallend
The Honorable Linda J. Davis	The Honorable Hattie Portis-Jones
The Honorable Alex Heath	The Honorable James Whitmore

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

City Attorney Randy Turner was also present.

III. The invocation was led by Apostle Danita Jones of In His Great Name Ministry.

IV. Adoption of City Council Minutes:

Motion to Approve September 28, 2020, Council Meeting Minutes (Zoom) was made by Councilman Whitmore and the second was provided by Councilwoman Davis.

Vote: 6-0: Motion Carried. Motion to Approve September 28, 2020, Executive Session Minutes (Zoom) was made by Mayor Pro-Tem Smallwood and the second was provided by Councilman Heath.

Vote: 6-0: Motion Carried.

Motion to Approve the October 1, 2020, Special Called Meeting Minutes (Zoom) was made by Councilman Whitmore and the second was provided by Mayor Pro-Tem Smallwood.

V. Adoption of the Council Agenda:

Motion to Move Item #10, For Mayor and Council to Express Support of South City Partners Acquisitions, LLC purposed Class A Multi-Family Housing Development and for the Implementation of Steps by the Development Authority of Fairburn to provide Bond Financing and Tax Abatement Assistance for the Project, to Item # 1 was made by Councilwoman Portis-Jones and the second was provided by Councilwoman Davis. Vote: 6-0: Motion Carried.

Motion to approve the Council Agenda was made by Councilman Whitmore and the second was provided by Councilman Heath.

Vote: 6-0: Motion Carried.

### VI. Presentation:

1. Mr. Aaron Johnson, Fulton County Board of Registration and Elections Board Member, explained that Fulton County is making it easier than ever to cast your ballot for the November 3, 2020 General Election. Mr. Johnson explained that there are three ways to vote for the General Election that include by mail (absentee ballots), early voting and Election Day voting. Mr. Johnson also stated that the City of Fairburn added New Beginnings Senior Center as an Election Day voting site, so in total Fairburn will have four (4) voting sites on November 3, 2020. Adding a fourth location will help reduce the number of citizens assigned to the other 3 precincts to ensure the wait time in minimal for all voters.

2. Dr. Joyce Dorsey and Mr. Eddie Lee Brewster, CEO and Community Outreach Coordinator at the Fulton Atlanta Community Action Authority (FACAA), explained that FACAA has available financial assistance for citizens in Fulton County from the CARES Act. Mr. Brewster informed Mayor, Council and the citizens of Fairburn that FACAA offers Utility/Water Assistance, Rent/Mortgage Assistance, and Emergency Assistance. Mr. Brewster stated that financial assistance is available now until November 1, 2020 for all senior citizens and citizens that have a disability and after November 1, 2020 FACAA will begin accepting applications from all Fulton County residents in need.

# VII. Public Hearing:

1. Rezoning 2020090 with a Concurrent Variance [2020095]- South City Partners

Acquisitions, LLC.

Motion to open the hearing for public questions and comments was made by Councilwoman Davis and the second was provided by Councilman Whitmore.

Vote: 6-0: Motion Carried.

Planning and Zoning Director, Ms. Tarika Peeks, explained that South City Acquisitions, LLC is seeking to rezone 14.9749 acres from C-2 (General Commercial District) to RM-36 (Multi-Family Residential District) to allow a 287-unit multi-family residential development with a concurrent variance to reduce the required parking from 2 spaces per unit to 1.50 spaced per unit. Ms. Peeks stated that the Planning and Zoning Commission denied the rezoning request on August 4, 2020. Ms. Peeks stated that staff is recommending a conditional approval. Staff is of the opinion that the proposed use is suitable in view of the use and development of adjacent and nearby properties. The surrounding area consists of: RM-36 (Multi-family Residential District) and C-2 (General Commercial Residential District) to the north, RM-12 (Multi-family Residential District), R-CT (Residential Condominium/Townhouse District) and R-4 Overlay (Single-family Residential District) to the east, C-2 (General Commercial District) to the south, and C-2 (General Commercial District), and PD (Planned Development) to the west.

Mr. Will Cassidy, SCP Acquisitions, LLC, stated that the 287-unit development will be a catalyst for growth in the City of Fairburn.

# **Opposition**:

 Ms. Samuels, resident at 3993 Meadow Glen Lake, stated that she has petition with 332 Signatures of citizens in opposition of the development. Ms. Samuels is concerned about The traffic congestion and pollution the 287-unit development will cause. Ms. Samuels also stated her concerns about effects the multi-family community will have on the Police and Fire Department. 2. Mr. Thomas Cochran, 467 Fireleaf Way, stated his concerns about the traffic congestion the residents of the new 287-unit development will cause on Highway 74. Mr. Thomas feels like the apartment complex will create too much density for the area. Mr. Thomas also stated that the Bond Inducement and Tax Abatement that the South City Partners Acquisitions, LLC is requesting should not be an option.

SCP Acquisitions, LLC Petitioner Mr. Will Cassidy thanked citizens for their comments and stated that the traffic that the residential community will create will produce little traffic on Highway 74. There is also a new traffic light that has been installed that will assist in traffic control. Mr. Cassidy stated that the property has been available for 2 years and other commercial property wasn't successful. Mr. Cassidy further stated that the Bond Inducement will help finance the best in class product at affordable rates to the renters.

Councilwoman Davis asked for the occupancy percentage at the Crofthouse. Mr. Cassidy explained that there is 276-units and the community is 72% occupied. Councilwoman Davis stated that the Public Hearing for the development was not at a convenient time for citizens during the COVID-19 Pandemic. Mr. Cassidy stated that the notifications was sent to all surrounding neighbors of the proposed development and SCP Acquisitions, LLC attempted to accommodate all feedback. Councilwoman asked if the tax abatement status transfer to other buyers if the developer sells the community once construction is complete. Mr. Cassidy said yes that the tax abatement status does transfer.

Councilman Heath asked if the City was responsible for the Bond Inducement. Attorney Turner stated that the City is not responsible. Councilman Heath also asked if the power lines would be a health issue to the residents. Mr. Cassidy explained that the during construction they have buffers in place to keep the residents safe. Councilman Heath asked if there was any other inquiry for the land purchase. Ms. Peeks stated that there have been no other inquiries.

Councilwoman Portis-Jones inquired if SCP Acquisitions, LLC is asking for tax abatement only by going through the Development Authority. Attorney Turner said yes to Councilwoman Portis-Jones. Councilwoman Portis-Jones asked if the Crofthouse Fairburn and Solstice Apartments used the same tax abatement method. Attorney Turner stated that the Crofthouse Fairburn and Solstice Apartments went through Fulton County's Development Authority. Councilwoman Portis-Jones asked if the project is not approved for tax abatement will it move forward. Mr. Cassidy said the project will not move forward without tax abatement approval. Councilwoman Portis-Jones asked if additional multifamily apartments were part of the Comprehensive Plan. Ms. Peeks stated that staff considered the adding this development would help increase the possibilities of adding a grocery store and sit down restaurants to that area.

Mayor Pro-Tem Smallwood asked what concerns Planning and Zoning had that led to the recommendation of denying the rezoning request. Ms. Peeks stated the concerns were traffic on Hwy 74 and the number of apartments in the vicinity.

Motion to close the Public Hearing was made by Councilman Heath and the second was provided by Councilman Whitmore. Vote: 6-0: Motion Carried.

Motion to Approve the Rezoning 2020090 with a Concurrent Variance [2020095]- South City Partners Acquisitions, LLC was made by Councilman Heath and the second was provided by Councilman Whitmore.

Vote: 2-4: Motion Denied.

*Councilman Heath and Councilman Whitmore voted to Approve Rezoning 2020090 with a Concurrent Variance [2020095]- South City Partners Acquisitions, LLC.* 

Mayor Pro-Tem Smallwood, Councilwoman Davis, Councilman Pallend, and Councilwoman Portis-Jones voted to Deny Rezoning 2020090 with a Concurrent Variance [2020095]- South City Partners Acquisitions, LLC.

# 2. Rezoning 2020109 with a Concurrent Use Permit [2020114]- C4 Bullsboro, LLC.

Motion to open the hearing for public questions and comments was made by Mayor Pro-Tem Smallwood and the second was provided by Councilman Whitmore.

Vote: 6-0: Motion Carried.

Mr. John Davis, Bullsboro, LLC, stated that the rezoning request is to rezone 2.93 acres from R-3 (Single Family Residential) to M-1 (Light Industrial) with a concurrent use permit to allow a truck terminal on 5.33 acres with 99 parking spaces.

Councilwoman Davis stated concerns about the location of the truck terminal coming onto Jonesboro Road. Councilwoman Davis stated that there is a large Amazon Warehouse on Hwy 92 that has large vans being utilized. Councilwoman Davis stated that the proposed facility with 99 trucks will create traffic congestion.

Ms. Peeks stated that during the Public Hearing there was one (1) homeowner from the surrounding area, and he had no opposition of the rezoning request. Ms. Peeks stated that the street is a little narrow and after the Engineer reviews the plan there could be turning required once the land disturbance application is received.

Councilman Heath asked about the proposed security service that the lot would have. Mr. Davis stated that they will have a 24-hour monitoring service that will monitor the camera at the lot.

Councilwoman Portis-Jones asked if Bullsboro, LLC contacted the school bus terminal. Mr. Davis stated that there was no direct contact with the bus terminal, but the invitation to attend the Public Hearing was sent. Mr. Davis stated that there is not a safety issue. Councilwoman Portis-Jones asked if the land is proposed land vacant. Mr. Davis stated that 3 lots are vacant and the other 2 have abandoned houses. Councilwoman Portis-Jones asked how far the facility is from Taylor Gas since they have propane gas. Mr. Davis stated the facility is close to Taylor Gas, however there are no concerns.

Mr. Davis stated that the truck parking will help the area. Mr. Davis stated that the ARC did several studies and on average it takes a trucker 4 hours to find a place to park.

Motion to close the Public Hearing was made by Councilwoman Portis-Davis and the second was provided by Councilwoman Davis.

Motion to Deny Rezoning 2020109 with a Concurrent Use Permit [2020114]- C4 Bullsboro, LLC was made by Councilwoman Davis and the second was provided by Councilwoman Portis-Jones. Vote: 6-0: Motion Carried. 3. Use Permit 2020108- 1162 Highway 54 East, LLC.

Motion to open the hearing for public questions and comments was made by Mayor Pro-Tem Smallwood and the second was provided by Councilman Whitmore.

Mr. Joe Strack, 1162 Highway 54 East, LLC, is requesting a use permit to allow a truck terminal with 112 parking spaces on 5.99 acres zoned M-2 (Heavy Industrial).

Councilwoman Portis-Jones asked would there be any amenities. Mr. Strack stated there will be greenery and truck parking.

Motion to close the Public Hearing was made by Councilman Heath and the second was provided by Councilwoman Davis.

Motion to Approve Use Permit 2020108- 1162 Highway 54 East, LLC was made by Councilman Heath and the second was provided by Councilwoman Portis-Jones

Vote: 6-0: Motion Carried.

# VIII. Agenda Items:

# 1. City Attorney

For Mayor and Council to Express Support of South City Partners Acquisitions, LLC purposed Class A Multi-Family Housing Development and for the Implementation of Steps by the Development Authority of Fairburn to provide Bond Financing and Tax Abatement Assistance for the Project. Attorney Turner stated that since the Rezoning request was denied this item should be Tabled indefinitely. Motion to Remove item in Support of South City Partners Acquisitions, LLC was by Councilwoman Portis-Jones and the second was provided by Councilwoman Davis.

Vote: 6-0: Motion Carried.

Ms. Tarika Peeks

# 2. Planning and Zoning

For Mayor and Council to Approve Final Plat 2020140- Strack Lot #1. Ms. Peeks explained that the applicant is requesting a final plat approval for lot # 1 of the Strack Development project. The property is located on the northeast side of Bohannon Road and will also have frontage on Howell Ave, which is currently under construction. The property is 5.99 acres and zoned M-2 (Heavy Industrial). Motion to Approve Final Plat 2020140- Strack Lot #1 was made by Mayor Pro-Tem Smallwood and the second was provided by Councilwoman Davis. Vote: 6-0: Motion Carried.

# 3. Planning and Zoning

For Mayor and Council to approve the LCI Downtown Master Plan Contract Award with The Collaborative Firm, LLC for an amount of \$115,425. Ms. Peeks explained that the Request for Proposals (RFP# 20-007, LCI Downtown Master Plan) was advertised on August 5, 2020 with a proposal submission deadline of September 1, 2020. There were five (5) proposal submitted by the deadline. After completion of the proposal evaluation, it was determined that The Collaborative Firm, LLC, was the lowest responsive and responsible consultant with a proposal cost of \$115,425. Councilwoman Davis asked if there were any reimbursable expenses that The Collaborative Firm, LLC that would be submitted. Mr. Michael Hightower stated that the bid is the complete cost for service. Councilwoman Davis asked how Ms. Peeks the previous work done by The Collaborative Firm in the past. Ms. Peeks stated that everything went well, and the document produced was done

# Ms. Tarika Peeks

# Attorney Randy Turner

professionally. Mr. Hightower explained that he felt like Councilwoman Davis was slandering his name. Attorney Turner stated that Councilwoman Davis is operating as a Councilwoman and asking questions that pertains to the contract. Motion to Approve the LCI Downtown Master Plan Contract Award with The Collaborative Firm in the amount of \$115,425 was made by Councilman Heath and the second was provided by Councilman Vote: 4-3: Motion Approved. Whitmore.

Mayor Carr-Hurst, Mayor Pro-Tem Smallwood, Councilman Heath, and Councilman Whitmore voted to Approve the LCI Downtown Master Plan Contract Award with The Collaborative Firm in the amount of \$115,425.

Councilwoman Davis, Councilman Pallend, and Councilwoman Portis-Jones voted to Denv the Contract Award with The Collaborative Firm for the LCI Downtown Master Plan in the amount of \$115,425.

## 4. Engineering

# Mr. Lester Thompson For Mayor and Council to Approve the Resolution to Adopt the South Fulton County

Comprehensive Plan Update. Mr. Thompson explained that the CTP update has been underway since February 2019. The study area includes eight cities in southern Fulton County (Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Palmetto, South Fulton and Union City) as well as the portion of unincorporated Fulton County along SR70/Fulton Industrial Blvd. Motion to Approve the Resolution to Adopt the South Fulton County Comprehensive Transportation Plan Update was made by Councilwoman Portis-Jones and the second was made by Councilwoman Davis.

Vote: 6-0: Motion Carried.

# Mr. Lester Thompson

# 5. Engineering

For Mayor and Council to Approve Task Order #10 with Pond and Company for Professional Engineering & Landscape Architectural Services in the amount of \$25,000. Mr. Thompson stated that the agreement with Pond & Company was approved with the understanding that task orders associated with Professional Engineering and Landscape Architectural Services would be issued on an as need basis. Motion to Approve Task Order #10 with Pond and Company for Professional Engineering & Landscape Architectural Services in the amount of \$25,000 was made by Mayor Pro-Tem Smallwood and the second was provided by Councilman Whitmore. Vote: 6-0: Motion Carried.

# 6. Engineering

# Mr. Lester Thompson

For Mayor and Council to Approve the Change Order with Envirorisk Consultant to Remove the Underground Storage Tanks from the Downtown LCI Streetscape Project in the amount \$1,200. Mr. Thompson stated that the proposal for Envirorisk Consultants, Inc. to remove the three (3) underground storage tanks (USTs) associated with the Downtown LCI Streetscape Project for an amount of \$17,100 was approved at the September 14<sup>th</sup> City Council Meeting. After completing the Ground Penetrating Radar (GPR), it was discovered that the tanks appear to be larger than 500 gallons and extend beneath at least one lane on Broad Street (SR 14/US 29). As such, the consultant revised the proposal by \$1,200 to capture the additional cost associated with draining of the larger tanks, the removal of the larger tanks from the roadway, the use of security plates, and other health & safety related measures. Motion to Approve the Change Order with Envirorisk Consultants to Remove the Underground Storage Tanks from the Downtown LCI Streetscape Project in the amount of

\$1,200 was made by Councilwoman Davis and the second was provided by Councilwoman Portis-Jones. Vote: 6-0: Motion Carried.

# 7. Engineering

For Mayor and Council to Approve Change Order #2 with Precision 2000 to assist in the Removal of the Underground Storage Tanks from the Downtown LCI Streetscape Project in the amount of \$17,563.95. Mr. Thompson explained that after completing the Ground Penetrating Radar (GPR) associated with the Envirorisk UST removal scope, it was discovered that the tanks extend beneath at least one lane of West Broad Street (SR 14/US 29). As such, a proposal was requested from Precision 2000, the roadway contractor for the LCI Streetscape Project, to provide the necessary traffic control to remove the tanks and to restore the roadway per GDOT standards and specifications upon completion. Motion to Approve Change Order #2 with Precision 2000 to assist in the Removal of the Underground Storage Tanks from the Downtown LCI Streetscape Project in the amount of \$17, 563.95 was made by Councilman Heath and the second was provided by Mayor Pro-Tem Smallwood.

# 8. Fire Department

For Mayor and Council to Approve the purchase of 25 Self-Contained Breathing Apparatus (SCABs) in the amount of \$182,000. Chief Robinson explained that Self-Contained Breathing Apparatus are essential equipment in fire suppression. The current units are 14 years old, the same age as the department. Their maximum service life is 15 years. The Fire Department has been approved Federal funding in the amount of 173,333. As a condition of the grant we are required to contribute \$8,667 of non-Federal funds for a total of 182,000. Motion to Approve the purchase of 25 Self-Contained Breathing Apparatus (SCABs) in the amount of \$182,000 was made by Councilwoman Portis-Jones and the second was provided by Councilwoman Davis. Vote: 6-0: Motion Carried.

### 9. Fire Department

For Mayor and Council to Approve the purchase of 10 sets of Bunker Gear from Bennett Fire Products in the amount of \$25,870. Chief Robinson stated Bunker gear has a shelf life of 10 years. The National Fire Protection Agency (NFPA) statutes 1851 and 1971 recommend that each Firefighter has a main set of gear as well as a back-up set. The purchase of this gear will allow for their current gear, prior to its expiration, to serve as a back-up set in the event of an exposure incident (i.e. blood, bodily secretions and/or flammable liquids). Motion to Approve the purchase of 10 sets of Bunker Gear from Bennett Fire Products in the amount of \$25,870 was made by Councilman Whitmore and the second was provided by Councilman Heath.

# 10. City Attorney

For Mayor and Council to Approve an Intergovernmental Agreement with Fulton County School District to accept approximately 0.186 of right-of-way with the FCSD's improvements at Campbell Elementary School. Attorney Turner explained that Fulton County School District has undertaken and has constructed certain improvements at Campbell Elementary School. In connection with said improvements, FCSD has constructed a turning lane and is now dedicating approximately 0.186 of new ROW to the City of Fairburn. Motion to Approve an IGA with Fulton County School District to accept approximately 0.186 of ROW with the FCSD's improvements at Campbell Elementary School was made by Councilwoman Davis and the second was provided by Mayor Pro-Tem Smallwood.

# Mr. Lester Thompson

# **Chief Cornelius Robinson**

### **Chief Cornelius Robinson**

# Attorney Randy Turner

Vote: 6-0: Motion Carried.

# 11. City Attorney

# **Attorney Randy Turner**

For Mayor and Council to Approve a Resolution to Accept a Quitclaim Deed of Conveyance from Fulton County, Accepting the Old Campbell County Historic Courthouse. Attorney Turner explained that the Old Campbell County Historic Courthouse is located wholly within the corporate limits of the City of Fairburn and is a building of historic significance. Mayor and City Council expressed their desire to obtain fee simple ownership and Fulton County Board of Commissioners approved the transfer. Motion to Approve a Resolution to Accept a Quitclaim Deed of Conveyance from Fulton County, Accepting the Old Campbell County Historic Courthouse was made by Councilwoman Portis-Jones and the second was provided by Councilwoman Davis. Vote: 6-0: Motion Carried.

VIII. Council Comments:

Councilwoman Davis had no comment.

Councilman Pallend had no comment.

Councilman Whitmore had no comment.

Councilwoman Portis-Jones had no comment.

Councilman Heath had no comment.

Mayor Pro-Tem Smallwood had no comment.

Mayor Carr-Hurst had no comment.

IX. Adjournment: At 10:12 pm, with no further business of the City of Fairburn, the Motion to adjourn was made by Councilwoman Davis and the second was provided by Councilman Heath.

Vote: 6-0: Motion Carried.

Arika Birdsong-Miller, City Clerk

Elizabeth Carr-Hurst, Mayor

# TO RECOGNIZE MR. DEXTER BAILEY, JR. FOR HIS TENACIOUS EFFORT IN MAINTAINING THE CREEKSIDE HIGH SCHOOL BAND IN THE MIDST OF THE COVID-19 PANDEMIC

oclamation

**WHEREAS**, Mr. Dexter Leo Bailey, Jr. is a 13<sup>th</sup> year music educator and currently serving his second year as Creekside High School's (CHS) Director of Bands. Mr. Bailey instructs music theory and song writing courses, serves as the chief arranger for the "Sounds of the Seminoles" and services all administrative needs for the band program; and

**WHEREAS**, Under Mr. Bailey's headship, the CHS Band Program has seen a 15-20% growth in band enrollment and student retention, earned Superior and Excellent ratings at GMEA's Large Group Performance Evaluation, placed members in the GMEA District V Honor Band, earned the "Platinum Distinction of Excellence" Award at Bandroomnation.com's Inaugural World Class Festival of Winds, performed for various college homecomings and invitationals in the southeast, and continues to develop as a comprehensive instrumental music program; and

**WHEREAS,** Prior to his appointment at CHS, Mr. Bailey served as the Director of Bands at Bear Creek Middle School (BCMS). Moreover, Mr. Bailey served as BCMS Fine Arts Department Chair, supporting all fine art programs in the school. Mr. Bailey received the Teacher of the Year Award during his first year and the Atlanta Braves' All-Star Teacher Award during his last year at BCMS. Mr. Bailey went on to pursue his master's degree while teaching full-time, earning a Master's in Music Education Degree from Boston University in 2014; and

**WHEREAS**, Mr. Bailey is a native of Decatur, Georgia and has played trumpet, trombone and piano since elementary school. Mr. Bailey's passion for music education goes beyond his own program. He continuously serves as a clinician for middle and high school bands throughout the state of Georgia. In his free time, Mr. Bailey loves to produce his own music, cycling, golfing and spending time with his family and friends.

**THEREFORE**, I, Mayor Pro Tem Ulysses Smallwood of the City of Fairburn along with Mayor Elizabeth Carr-Hurst, Councilmembers Linda J. Davis, Alex Heath, Pat Pallend, Hattie Portis-Jones, and James Whitmore would like to honor Mr. Dexter Leo Bailey, Jr. for his dedication in securing a safe haven for the band students of Creekside High School during this season of uncertainty caused by the COVID-19 Pandemic on this 26<sup>th</sup> day of October 2020.



Signed:

Ulysses Smallwood Mayor Pro Tem





# **CITY OF FAIRBURN**

# **CITY COUNCIL AGENDA ITEM**

# SUBJECT: APPROVAL OF CHANGE ORDER #3 WITH PRECISION 2000 TO INSTALL A PLANTER BASE ON THE DOWNTOWN LCI STREETSCAPE PROJECT

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

Submitted: 10/20/2020

Work Session: N/A

Council Meeting: 10/26/2020

**DEPARTMENT:** Engineering

BUDGET IMPACT: The budget impact will be \$3,935.15 The project expenditures will come out of the LCI Implementation Grant Account, expenditure line item 250-4203-54-1403.

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

**PURPOSE:** For Mayor and Council to approve Change Order #3 with Precision 2000, Inc. to install a planter base on the Downtown LCI Streetscape Project for an amount of \$3,935.15.

**HISTORY:** After completing the installation of the concrete planter on W. Campbellton Street adjacent to the Wiley Property, which currently houses S.J. Collins, it was discovered that ground water was seeping into the building. It is believed that the facade wall facing the subgrade does not have waterproof protection.

FACTS AND ISSUES: In order prevent water from seeping into the building, we are proposing installing an impervious bottom in the planter and weep holes to address overflow. The installation of a waterproof barrier as well as waterproof joints to prevent future percolation into the building is also proposed. This should eliminate the leaching but will also shallow up the planter thus making the landscaping originally proposed less viable.

**RECOMMENDED ACTION:** Staff recommends that Mayor and Council approve Change Order #3 with Precision 2000 for \$3,935.15.

Elizabeth Carr-Hurst, Mayor

# RFI #17 – Planter curb at Campbellton St | Moisture

Due Oct 09, 2020 Sent on Sep 25, 2020 Sent by Nicolas Perea

#### Assigned to STANTEC.

### Question

P2K installed a planter curb abutting the building wall as per detail 2/38-002 and RFI 10 at Campbellton St. Sta 306+08 to 307+00.

The building is getting moisture from the subgrade since the elevation of the building's ground level is lower than the planter; approximately 1 ft of the façade wall is facing the subgrade without waterproof protection. The drawings do not have a particular detail to protect the building from moisture below the curb, P2K requests clarification in this regard.

#### Answer

# **References (5)**

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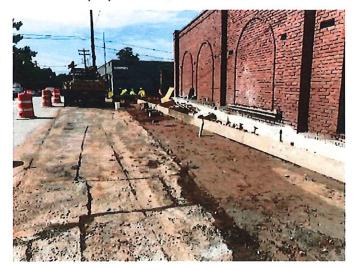
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# 62127096424\_0FADACF0-E150-4CBF-98C5-0654FC943020

Nicolas Perea | September 08, 2020



IMG\_1746 Nicolas Perea | September 01, 2020



IMG\_0003

Nicolas Perea | September 02, 2020



IMG\_1710 Nicolas Perea | August 27, 2020



# IMG\_1709

Nicolas Perea | August 27, 2020



## **Marceia Lindley**

From:	Hopper, Stephen <stephen.hopper@stantec.com></stephen.hopper@stantec.com>
Sent:	Tuesday, October 6, 2020 8:51 AM
То:	German Zamora; Nicolas Perea
Cc:	Lester Thompson; Neal, Willard; Jeffery Brown; Mike Malcom
Subject:	Detail for Planter
Attachments:	Fairburn Detail Model (1).pdf

German and Nicolas,

Please find the attached detail for the planter on Cambellton with the drainage issue. The detail shows a 2 concrete base to the planter approx. 16" below the top of the planter curb and is to provide a non-permeable barrier to the building. There also needs to be a waterproofing barrier per the detail as well as waterproof joints that prevent any future percolation into the building.

Lester needs pricing for this ASAP today. Please let me know if you have any further questions. Since the planting area height is reduced, the plant types will need to be switched out. So instead of the pricier trees and larger shrubs we will be using smaller landscape material such as Hypericum, African Iris, and variegated liriope.

Regards,

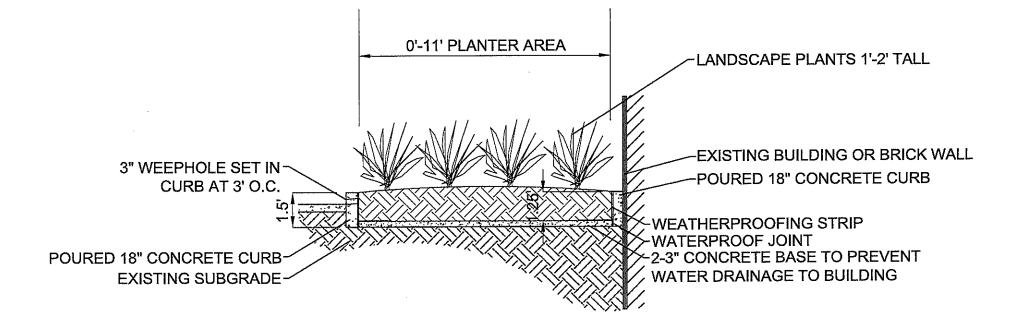
Stephen Hopper PLA, SITES AP, LEED AP BD+C Senior Landscape Architect, Associate

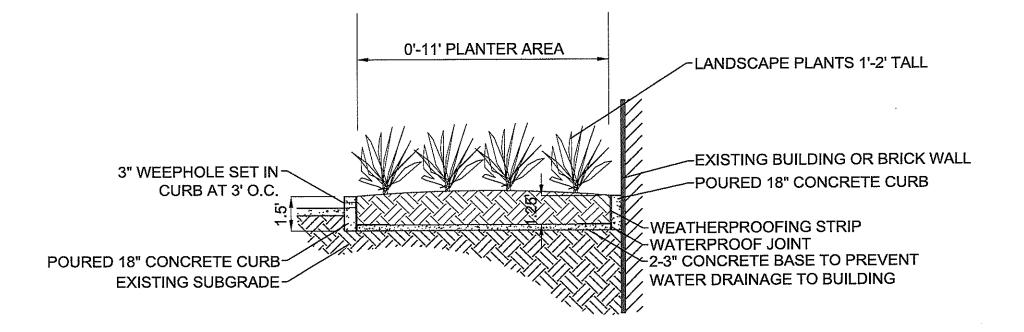
Direct: 770.315.8155 stephen.hopper@stantec.com

Stantec 229 Peachtree Street NE Suite 1900 Atlanta GA 30303-1629

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# **Marceia Lindley**

From: Sent: To: Cc: Subject: Hopper, Stephen <Stephen.Hopper@stantec.com> Friday, October 2, 2020 11:54 AM Lester Thompson Mike Malcom; Jeffery Brown; Neal, Willard RE: Curb and Drainage Detail

#### Lester,

We had proposed 1 tree and multiple shrubs that would look like the photos below.



Using this new detail, the red smoketree and white blossoming viburnum probably cannot but use due to depth of soil needed.

We could do something shorter that can handle the shallower soil more like the photos below.



# Stephen Hopper PLA, SITES AP, LEED AP BD+C

Senior Landscape Architect, Associate

Direct: 770.315.8155 stephen.hopper@stantec.com

Stantec 229 Peachtree Street NE Suite 1900 Atlanta GA 30303-1629

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From: Lester Thompson <lthompson@fairburn.com> Sent: Thursday, October 1, 2020 8:52 AM To: Hopper, Stephen <Stephen.Hopper@stantec.com> Cc: Mike Malcom <mmalcom@maai.net>; Jeffery Brown <Jeffery.Brown@oneatlas.com>; Neal, Willard <Willard.Neal@stantec.com> Subject: RE: Curb and Drainage Detail

Stephen,

Director

Lester Thompson, MPA

26 W. Campbellton St. Fairburn, Georgia 30213 P: 770-964-2244 (ext. 306)

F: 770-306-6919

I'm fine with this. I just want to ensure that the shallow planter does not impact the viability of the proposed plant material. Please confirm. Thanks.



Community Development/Public Works

From: Hopper, Stephen <<u>Stephen.Hopper@stantec.com</u>> Sent: Wednesday, September 30, 2020 4:35 PM To: Lester Thompson <<u>Ithompson@fairburn.com</u>> Subject: Curb and Drainage Detail

Lester attached is the detail we discussed on the phone this morning. Let me know what you think about it.

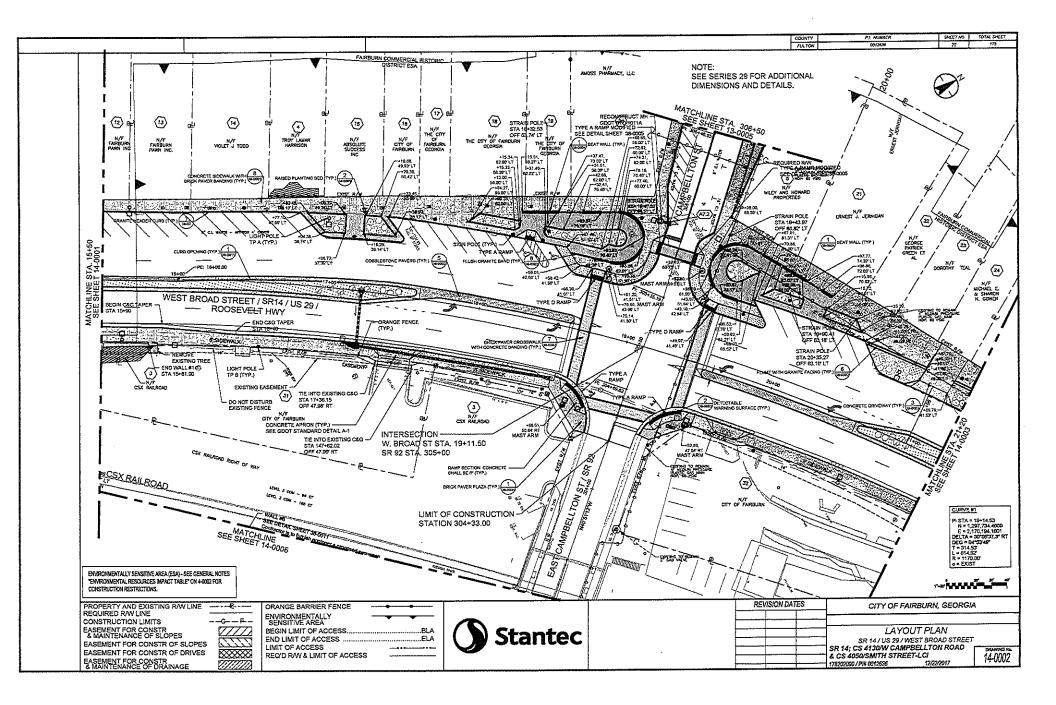
Stephen Hopper PLA, SITES AP, LEED AP BD+C Senior Landscape Architect, Associate

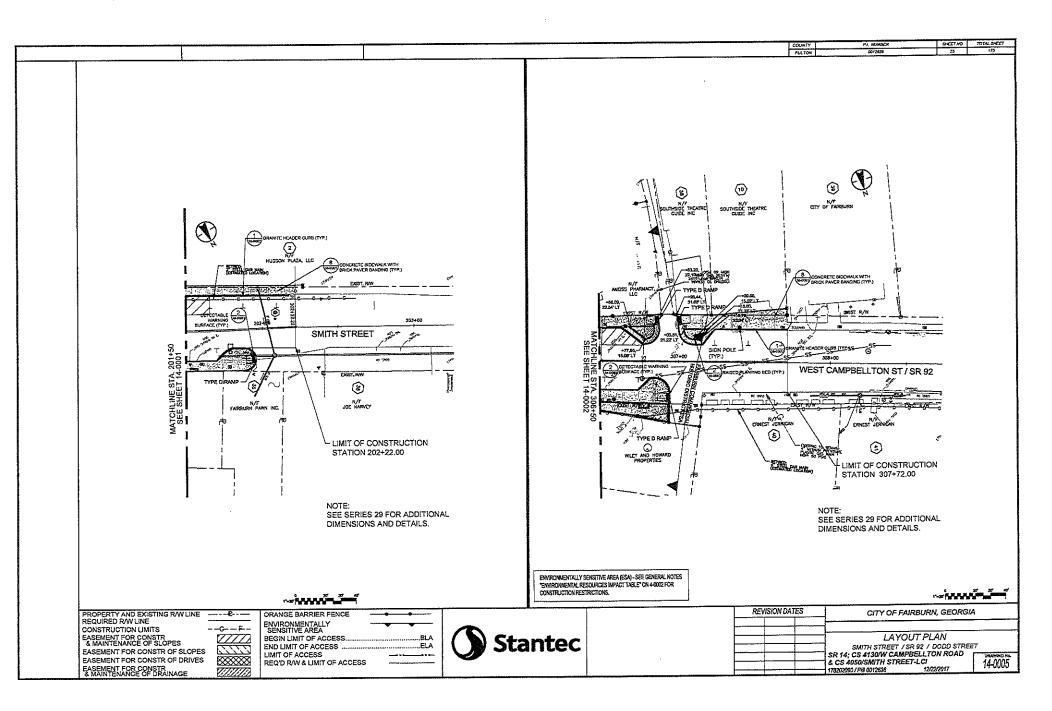
Direct: 770.315.8155 stephen.hopper@stantec.com Stantec 229 Peachtree Street NE Suite 1900 Atlanta GA 30303-1629

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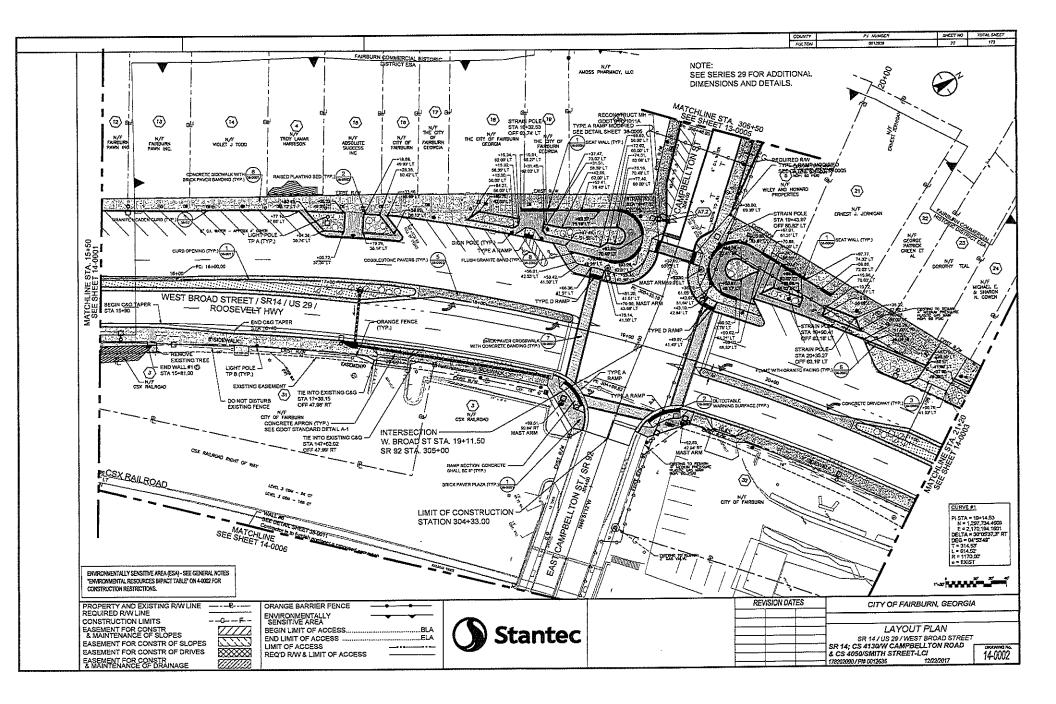
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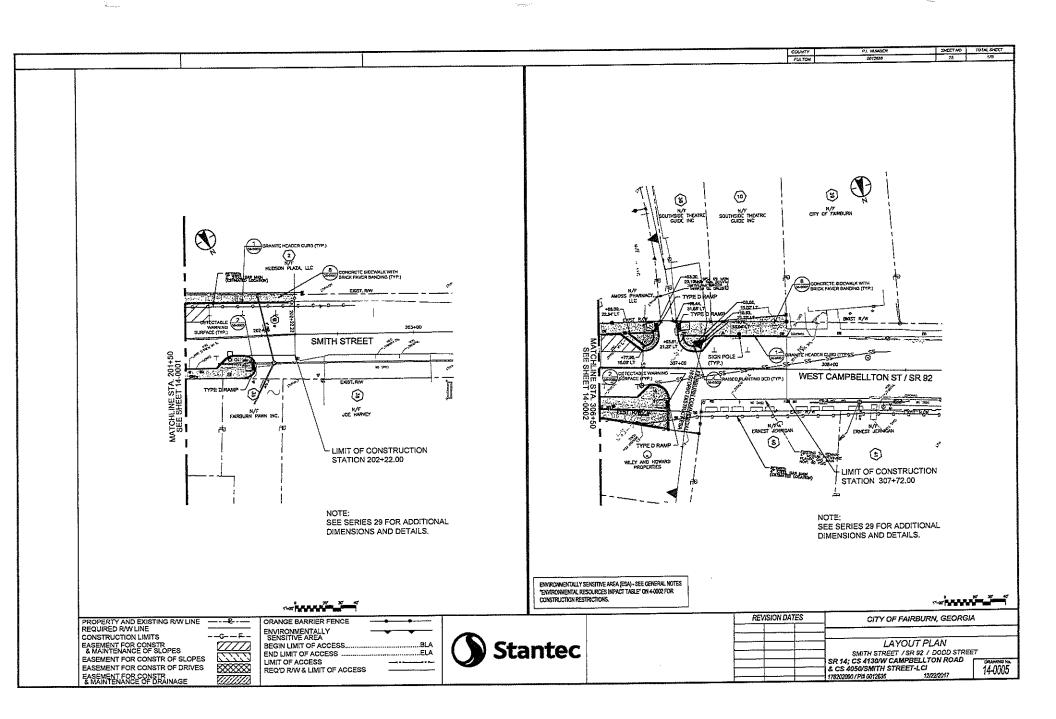


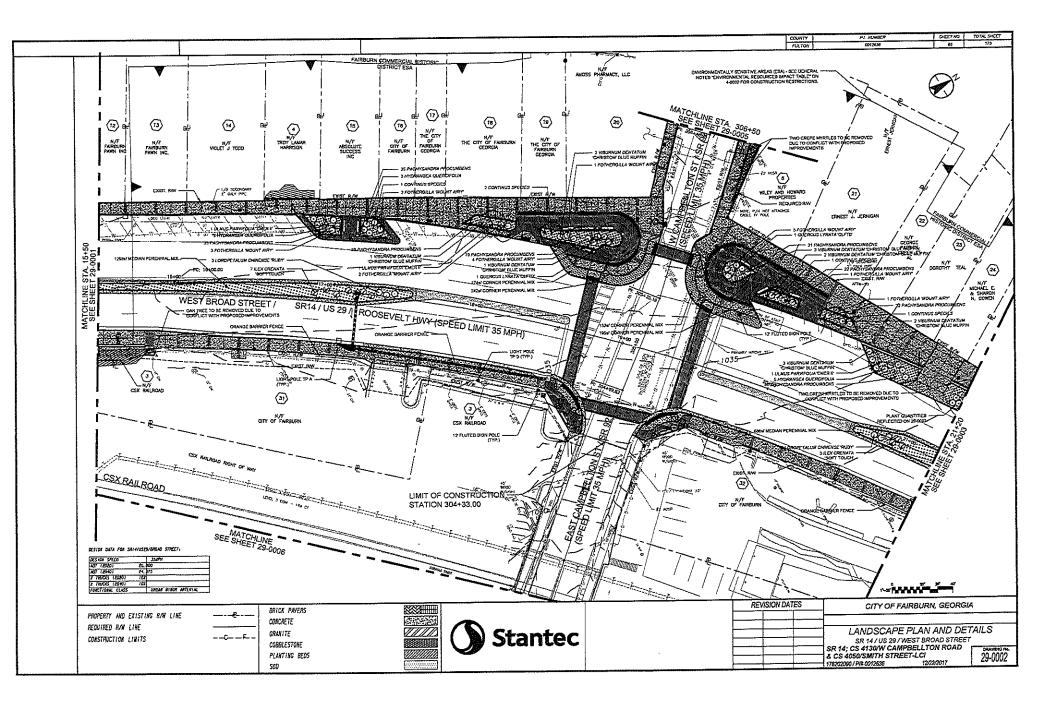


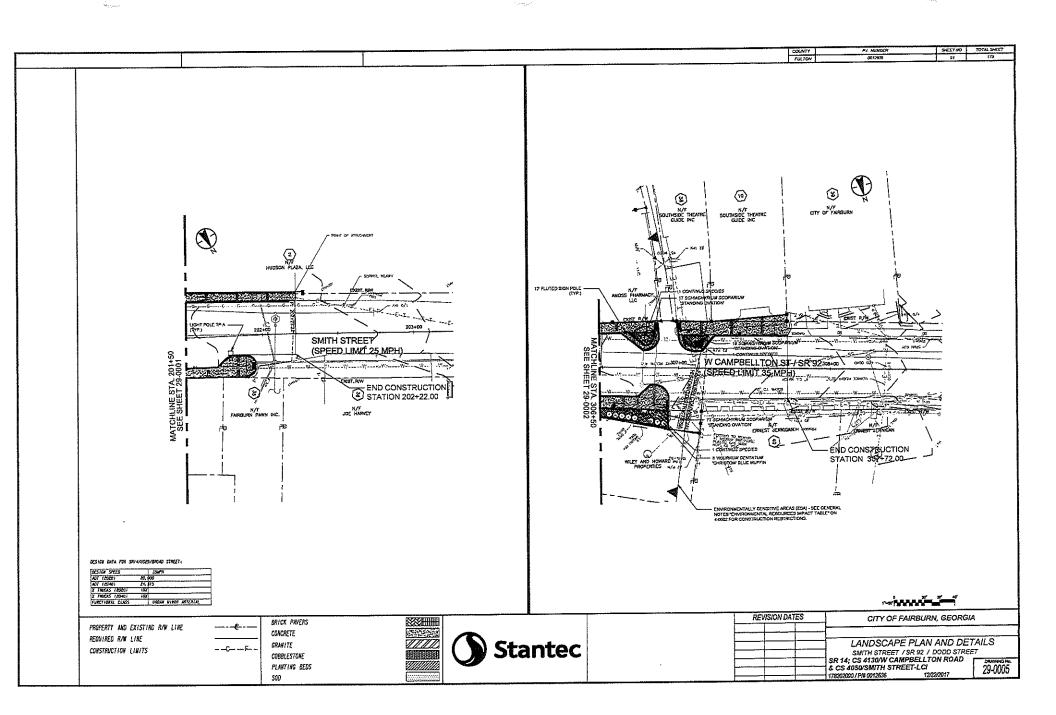
Same

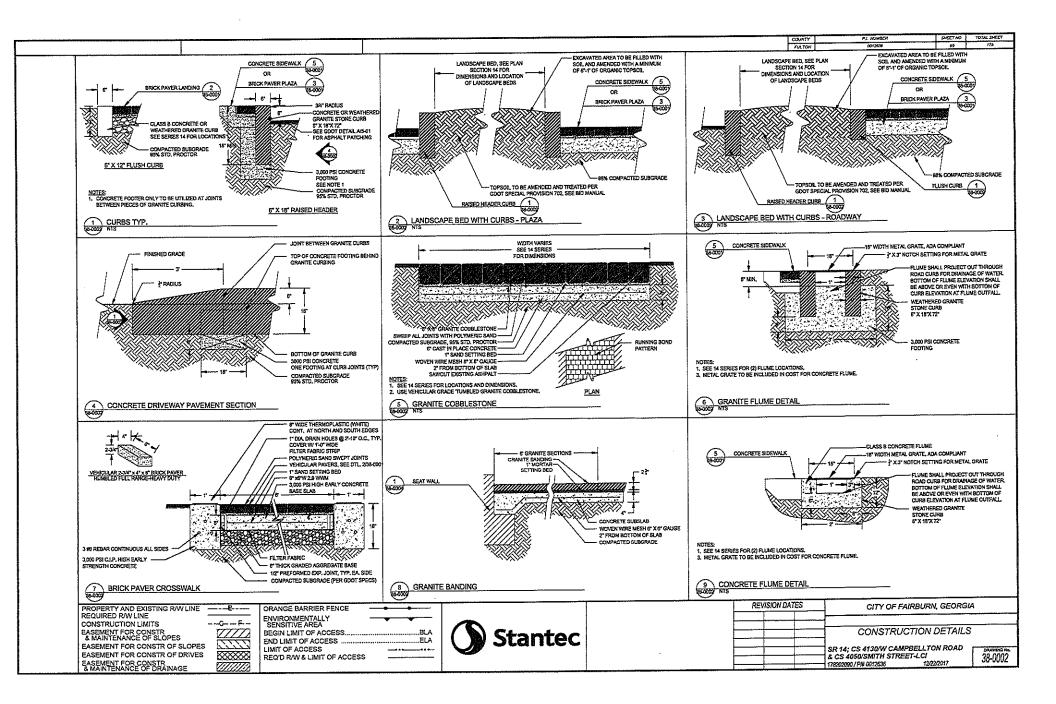


Sec.











October 13th, 2020

Mr. Lester Thompson Director of Community Development/Public Works City of Fairburn 26 W. Campbellton St. Fairburn, Georgia 30213 20-191-L005RFP Page 1 of 1

Via e-mail

#### Sub.: IFB 19-005, PI 0012636, SR 14; CS 4130/W CAMPBELLTON ROAD & CS 4050/SMITH STREET Ref.: Proposal – waterproof planter base

#### Dear Mr. Lester:

As per your request, Precision 2000, Inc. (P2K) is pleased to provide to the City of Fairburn (CoF) the following price proposal for the above-referenced project. Our quote is based on a lump-sum price based on the observations on the field and the detail submitted by the designer. Our proposal includes all the labor, materials, subcontractors, and equipment to perform the referenced job:

#### Scope of work:

Install a waterproof concrete base for the planter installed by the intersection between W Campbellton St. and SR14. P2K will proceed as follows:

- Empty the planter to the level of the desired concrete base.
- Fine grading and compaction.
- Installation of 3in of class B concrete. Edge between the existing header curb and the new concrete base to be sealed.
- Installation of waterproof sealant.
- Installation of waterproof liner.
- Drilling weepholes and install gravel bag.
- Backfill with dirt.

The total amount for the work described above is \$3,935.15 and a time extension of 2 days.

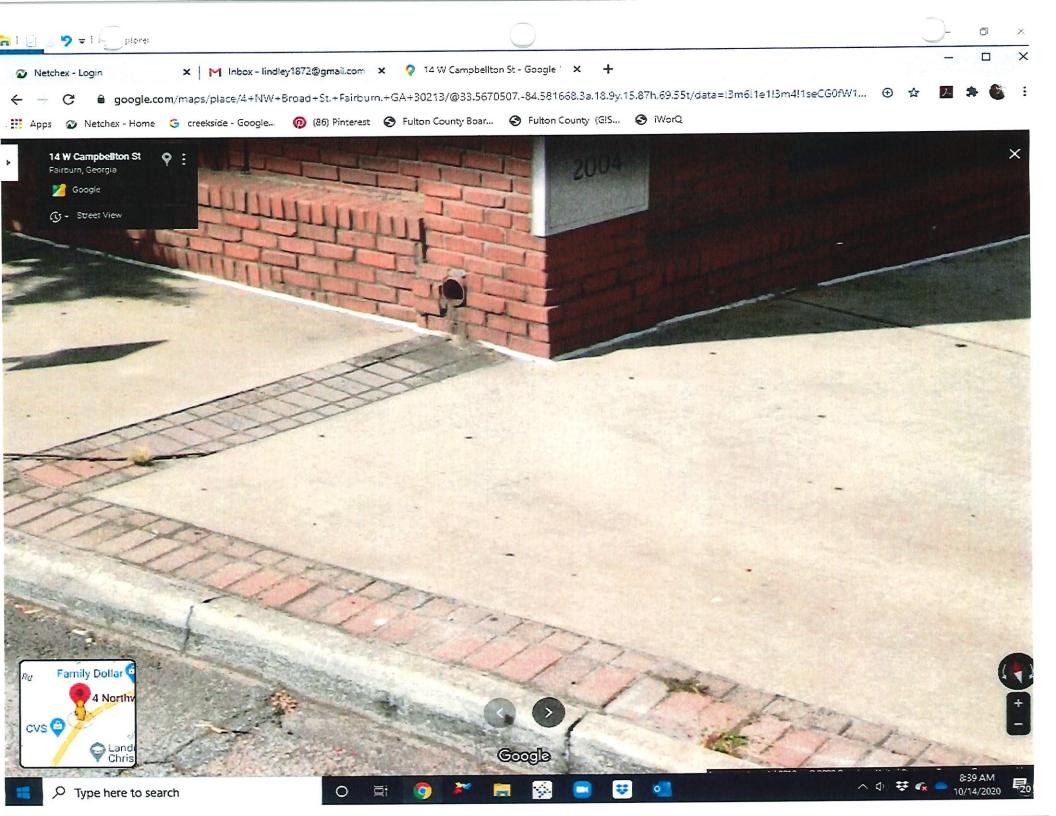
#### Notes:

• This proposal expires in 30 days.

Should you have any questions, do not hesitate to contact me.

Best regards/ German Zamora

Project Manager Precision 2000, Inc.



#### 5/14/2020 10:08 AM

#### Exhibit A 250-Grants Fund

REVENUES

Police

		2016-2017 ACTUAL	2017-2018 ACTUAL	2018-2019 ACTUAL	CURRENT BUDGET	2019-2020 Y-T-D ACTUAL	2020 Estimated By 9/30/2020	(FY2020-21) PROPOSED BUDGET	(FY2020-21) APPROVED BUDGET
Intergovernmental									
250-0000-33-1410	SR 74 Interchange Design	344,940	-	347,094	244,617	-	-	694,492	694,492
250-0000-33-3060	CDBG	55,000	-		285,000	-	*	774,974	774,974
250-0000-33-4000	GEMA/FEMA		-	-	-	-	-	200,000	200,000
250-0000-33-4055	LMIG - Road Resurfacing	165,749	243,511	187,964	390,526	202,562 66,712	_	200,000	-
250-0000-33-6000	CDBG Grant	-	50,000	-	-				
TOTAL					000 1 /0	2/0 274		1,669,466	1,669,466
Intergovermental		565,689	293,511	535,058	920,143	269,274	-	1,005,400	1,007,400
Miscellaneous Revenue									
250-0000-38-1000	Grant Revenue - Police							51,073	51,073
250-0000-38-1001	Grant Revenue - Fire	-	9,895	-	-	-	-	512,619	512,619
250-0000-38-1002	LWCF - Grant Recreation	-	-	-	-	-	-	-	-
250-0000-38-8000	Insurance Claim Proceed	-	-	-	-	-	-	-	•
250-0000-38-9000	TE Project Hwy 29/138	-	-	-	•	-	-	•	-
250-0000-38-9010	Interchange Study SR-74	-	389,415		-	-	-	3,825,861	3,825,861
250-0000-38-9013	LCI Implementation Gran	99,712	15,124		4,362,752	100,500	-	100,000	100,000
250-0000-38-9014	LCI Downtown Master Plan	-	-	-	144	-			
TOTAL		00 712	414,434	11,682	4,362,752	100,500	_	4,489,553	4,489,553
Miscellaneous Revenue		99,712	414,434	11,002	4,302,132	100,500		-, ,	
Other Financing Sources									
250-0000-39-9900	Budget Carryforward	-	-	-	-	-	-	815,685	815,685
250-0000-39-5800	Transfer From General	389,410	196,174	196,174	1,172,912	-	-	553,297	553,297
TOTAL									
Other Financing Sources		389,410	196,174	43,544	1,172,912	-	-	1,368,982	1,368,982
			····				<u></u>		
TOTAL REVENUES		1,054,811	904,119	590,284	6,455,807	369,774	-	7,528,001	7,528,001
C(14/2020 )	0.09 434			•					PAGE: 2
5/14/2020 1 EXPENDITURES	U:U8 AIM								
TOTAL							····		
D.U.,					_	-	-	-	-

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PAGE: 1

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DEPARTMENT REQUESTED BUDGET

CITY OF FAIRBURN

AS OF: MAY 31ST, 2020

Sector 1

		2016-2017 ACTUAL	2017-2018 ACTUAL	2018-2019 ACTUAL	CURRENT BUDGET	2019-2020 Y-T-D ACTUAL	2020 Estimated . By 9/30/2020	(FY2020-21) PROPOSED BUDGET	(FY2020-21) APPROVED BUDGET
D 5/14/2020 10	0:08 AM								PAGE: 3
Capital Outlay									
250-3200-54-2500 250-3500-54-2500	Grant Purchase - Police Grant Purchase - Fire	-	9,895	-	-	-		51,073 539,143	51,073 539,143
TOTAL Capital Outlay		-	9,895	-	-	-	-	590,216	590,216
TOTAL Police&Fire Department			9,895		-	-	~	590,216	590,216
5/14/2020 10	D:08 AM								PAGE: 4
Capital Outlay									
250-4100-54-1100 250-4100-54-1300 250-4100-54-1405	REBC Expense TE Project Hwy 29/138 Interchange Study SR -	- - -	- - -	-	244,617	- - 11,436	-	- - - 694,492	- - - 694,492
250-4100-54-1410 250-4100-54-1415 250-4100-54-1420	Interchange Design - SR Interchange - Acquisiti Interchange Constructio	354,462 - -	345,611	390,898 - -	- - -	-	-		
TOTAL Capital Outlay		354,462	345,611	390,898	244,617	11,436		694,492	694,492
TOTAL Public Works Admin	0:08 AM	354,462	345,611	390,898	244,617	11,436	-	694,492	<b>694,492</b> PAGE: 5
LMIG EXPENDITURES 250-Grants Fund Capital Outlay									
250-4201-54-1404	LMIG - Road Resurfacin	420,497	~	-	390,526	187,964	-	200,000	200,000
TOTAL Capital Outlay		420,497	-		390,526	187,964		200,000	200,000

	2016-2017 ACTUAL	2017-2018 ACTUAL	2018-2019 ACTUAL	CURRENT BUDGET	2019-2020 Y-T-D ACTUAL	2020 Estimated By 9/30/2020	(FY2020-21) PROPOSED BUDGET	(FY2020-21) APPROVED BUDGET
TOTAL LMIG □	420,497	-	-	390,526	187,964	-	200,000	200,000
5/14/2020 10:08 AM CDBG EXPENDITURES							]	PAGE: 6
Capital Outlay								
250-4202-54-1402 CDBG	161,140		<b>*</b>	663,926	-		774,974	774,974
TOTAL Capital Outlay	161,140		-	663,926	-		774,974	774,974
TOTAL CDBG <i>S</i> /14/2020 10:08 AM 250-Grants Fund LCI Implementation	161,140	-	-	663,926	-		774,974	774,974 PAGE: 7
Capital Outlay 250-4203-54-1403 250-4203-54-1404 LCI Implementation Gran LCI Downtown Master Plan	127,343	120,896	262,152	5,156,738	13,425	1,299,253	5,143,319 125,000	5,143,319 125,000
TOTAL Capital Outlay	-		-	-			5,268,319	5,268,319
TOTAL LCI Implementation 5/14/2020 10:08 AM Recreation Programs	-	-	-		-	-	5,268,319	<b>5,268,319</b> PAGE: 8
Capital Outlay  250-6100-54-2500 LWCF - Grant Purchases	-	-	-	-	-	-	-	
TOTAL Capital Outlay	-		<u> </u>	-	-	-	-	-

	2016-2017 ACTUAL	2017-2018 ACTUAL	2018-2019 ACTUAL	CURRENT BUDGET	2019-2020 Y-T-D ACTUAL	2020 Estimated By 9/30/2020	(FY2020-21) PROPOSED BUDGET	(FY2020-21) APPROVED BUDGET
TOTAL Recreation Programs		•	<u> </u>	- 	-	<u> </u>	-	.     -
TOTAL EXPENDITURES	936,099	355,506		1,299,069	199,400	774,974	7,528,001	7,528,001
REVENUE OVER/(UNDER) EXPENDITURES	118,712	548,613	199,386	5,156,738	170,374	(774,974)		-



## **CITY OF FAIRBURN**

### CITY COUNCIL AGENDA ITEM

SUBJECT: FOR MAYOR AND COUNCIL TO APPROVE TASK ORDER #140 WITH INTEGRATED SCIENCE & ENGINEERING FOR THE 2020-2021 IMPAIRED WATERS SAMPLING OF WHITEWATER CREEK AND TRICKUM CREEK FOR THE ANNUAL NPDES REPORT

(	) AGREEMENT	() POL	ICY / DISCUSSION	(	) CONTRACT
(	) ORDINANCE	() RESC	DLUTION	( X	) OTHER

Submitted: 10/21/2020 Work Session: N/A Council Meeting: 10/26/2020

**DEPARTMENT**: Utilities (Water & Sewer)

**<u>BUDGET IMPACT</u>**: The budget impact of this task order will be \$12,500. The proposed expenditures will come out of the Stormwater Account (506-0000-52-1200).

**<u>PUBLIC HEARING?</u>** ( ) Yes (X) No

**<u>PURPOSE</u>**: For Mayor and Council to approve Task Order #140 with Integrated Science & Engineering, Inc. (ISE) for the 2020-2021 Impaired Waters Sampling of Whitewater Creek and Trickum Creek in the amount of \$12,500.

**HISTORY:** The City of Fairburn entered into a Master Services Agreement with Integrated Science & Engineering, Inc. (ISE) on August 14<sup>th</sup>, 2017 for professional engineering and consulting services.

**FACTS AND ISSUES:** The agreement with ISE was approved with the understanding that task orders associated with civil engineering, water, wastewater and water resourced engineering would be issued on an as need basis. All results will be provided in an Annual Water Quality Monitoring Report and included in the City's 2020-2021 Phase I NPDES (National Pollutant Discharge Elimination Systems) MS4 Annual Report.

**RECOMMENDED ACTION:** Staff recommends that the City Council approve the Task Order #140 with Integrated Science & Engineering, Inc.(ISE) for the 2020-2021 Impaired Waters Sampling of Whitewater Creek and Trickum Creek and authorize the Mayor to sign the Task Order in the amount of \$12,500.

Aust

Elizabeth Carr-Hurst, Mayor



Atlanta / Savannah / Mobile

#### 1039 Sullivan Road, Suite 200, Newnan, GA 30265 (p) 678.552.2106 (f) 678.552.2107

To: Company: Address:	John Martin City of Fairburn 56 Malone Street Fairburn, Georgia	Date: From: Copy to:	July 9, 2020 Jason Ray, GISP
Project:	Impaired Waters Sampling 2020-2021	TOF #:	140

#### BACKGROUND

This TOF has been prepared to assist the City of Fairburn (City) with water quality sampling in Whitewater Creek and Trickum Creek. The City's NPDES Phase I MS4 Stormwater Permit (#GAS000115) and the Metropolitan North Georgia Water Planning District requires Fairburn to perform water quality monitoring on 305(b)/303(d) listed waterways within the City. Whitewater Creek is listed for a Biota impairment and Fecal Coliform Bacteria. Additionally, Trickum creek is listed for a Biota impairment.

#### SCOPE OF SERVICES

Task 1 – Water Quality Monitoring Program and Training

#### Monitoring Locations

ISE will monitor Whitewater Creek at Milam Road per the approved Impaired Waters Monitoring Plan. Additionally, Trickum Creek will be monitored at Landrum Road per the approved Impaired Waters Monitoring Plan.

#### Physical and Chemical Parameters

Sampling and analysis or in place (*in situ*) measurements will be performed for the water quality parameters listed below as well as Total Suspended Solids and Fecal Coliform Bacteria.

Parameter	Analysis	Rationale
Water Temperature	In situ <sup>(1)</sup>	Water temperature will vary naturally with seasonal changes in air temperature but can be altered by human activity
Dissolved Oxygen (DO)	In situ <sup>(1)</sup>	Measures oxygen content of water which is essential for respiration of aquatic organisms. Oxygen in water can be depleted by pollutants especially those associated with wastewater.
Turbidity	In situ <sup>(1)</sup>	Measures the clarity of water which is often associated with the amount of suspended sediments.
Conductivity	In situ <sup>(1)</sup>	Measure of the ability of water to pass an electrical current which is affected by the concentration of inorganic dissolved solids
		pH directly influences the amount of chemical constituents that can be dissolved in water (solubility).

3.

(1) In situ measurements will be measured directly from the stream with a Horiba U-52 Multi Water Quality Checker

#### Whitewater Creek Sampling Schedule

#### Fecal Coliform Bacteria

Per new requirements set for the in the permit issued June 11, 2019, sampling will be performed to calculate four (4) geometric means per year requiring a total of 16 sampling events. Each geometric mean requires four (4) samples to be collected over a 30-day period. ISE will conduct two (2) geomeans during the winter period (November through April) and two (2) geomeans during the summer period (May through October) each year. Sampling will be performed without regard to weather conditions (dry or wet weather) and ideally will be performed once per week on the same day for four consecutive weeks per geometric mean.

#### Total Suspended Solids (TSS)

Water quality monitoring will be conducted during six (6) wet weather events and two (2) dry events per year. Three (3) wet events and one (1) dry event will be monitored during the summer period from (May – October) and three (3) wet and one (1) dry event during the winter period from (November – April). This sampling frequency is in accordance with the Long-term Ambient Trend Monitoring procedures described in the Metropolitan North Georgia Water Planning District's Standards and Methodologies for Surface Water Monitoring.

#### Trickum Creek Sampling Schedule

#### Total Suspended Solids (TSS)

Water quality monitoring will be conducted during six (6) wet weather events and two (2) dry events per year. Three (3) wet events and one (1) dry event will be monitored during the summer period from (May – October) and three (3) wet and one (1) dry event during the winter period from (November – April). This sampling frequency is in accordance with the Long-term Ambient Trend Monitoring procedures described in the Metropolitan North Georgia Water Planning District's Standards and Methodologies for Surface Water Monitoring.

#### Task 2 – Microbial Source Tracing (MST)

Previously, the City conducted a stream walk of Whitewater Creek. Recently EPD recommended that the stream walk BMP be removed and replaced with an activity that will help address the pollutant of concern (POC) fecal coliform. The U.S. EPA has approved the MST methodology for determining the source of fecal pathogen contamination in environment samples. MST could identify the cause of fecal coliform pathogen, which in turn could assist the City in deciding future BMPs to reduce the contamination.

#### Task 3 – Water Quality Report

The monitoring results will be evaluated and compared to any baseline and previous data. A summary of the monitoring results and water quality evaluation will be provided in an Annual Water Quality Monitoring Report and included in the City's 2020-2021 Phase I NPDES MS4 Annual Report.

#### SCHEDULE

ISE will begin work immediately after receiving authorization from the City of Fairburn. Task 1 and Task 2 will be completed by April 30, 2021. Task 3 will be completed by June 15, 2021.

#### FEE ESTIMATE

Task	Contract Amount
Task 1 – Water Quality Monitoring Program	\$8,500 (Lump Sum)
Task 2 – Microbial Source Tracing	\$2,000 (Lump Sum)
Task 3 – Water Quality Report	\$2,000 (Lump Sum)

Total Contract Amount	\$12,500

#### AUTHORIZATION

The Scope of Services outlined herein will be performed in accordance with ISE's Master Services Agreement with \_\_\_\_City of Fairburn\_\_ dated August 14, 2017. As our authorization, please sign in the space provided below.

City of Fairburn

Integrated Science & Engineering, Inc.

Signature: Signature: Name: Jason Ray, GISP Name: Title: Title: Project Manager July 9, 2020 Date: Date:

#### MASTER SERVICES AGREEMENT CITY OF FAIRBURN

- Project Management
- Project Planning
- Feasibility Studies
- Engineering Analysis
- Provision of Construction Cost Opinions and Data
- Technical Reports
- Engineering Design and Surveying
- Permitting and Regulatory Agency Coordination
- Construction Management and Oversight
- Easement and Right-of-Way Acquisition
- Other engineering services may be added at the discretion of the CLIENT, under the terms of this AGREEMENT

The ENGINEER will work with the CLIENT to coordinate and integrate the overall management, planning, analysis, engineering design, consulting, and construction review for each project. In general, the ENGINEER will oversee project management and planning, scope of work development, work progress monitoring, project schedule maintenance, engineering design, construction review, and project cost control, as well as address additional design related tasks specifically requested by the CLIENT.

The ENGINEER will prepare and submit a TASK ORDER FORM (TOF) to be executed between the CLIENT and the ENGINEER for each specific work element, project, report, study, task, etc. (unless directed otherwise by the CLIENT), which will specify the scope of services, schedule, and fee arrangement. Each TOF will reference this AGREEMENT and be an amendment to this AGREEMENT. The CLIENT has the option to direct the ENGINEER to utilize an alternative method to the TOF (as warranted by the work task requested) including memo, email or other similar and acceptable documentation method.

CLIENT and ENGINEER, in consideration of their mutual covenants herein, agree in respect of the performance of professional engineering and management services by ENGINEER and the payment for those services by CLIENT as set forth below.

### 1.0 SECTION 1 – GENERAL PROJECT MANAGEMENT AND CONSULTING ENGINEERING SERVICES

- 1.1 Description. ENGINEER shall provide professional services to the CLIENT in the form of project management and consulting engineering services, from time to time, as requested by CLIENT. These services will be provided on a formal (written) or informal (verbal) basis as determined by the circumstances and the wishes of the CLIENT. Examples of General Project Management and Consulting Engineering Services would include, but not be limited to, the following:
- 1.1.1 Review of existing system data and providing of advice pertaining to CLIENT operations, planning, expansion, repair or other matters that may be of concern to CLIENT.
- 1.1.2 Serve as consulting engineer on behalf of the CLIENT to various subconsultants as it relates to project planning, scope of work development, work progress oversight, project QA/QC, budget review/management, schedule and construction oversight.
- 1.1.3 Prepare engineering studies, alternative evaluations, surveys, reports, cost estimates, financial analysis, or other engineering documents specifically requested by CLIENT.
- 1.1.4 Serve as engineering liaison for the CLIENT to various local, state and federal agencies that may have jurisdiction over certain aspects of CLIENT's operations.
- 1.1.5 Provide other engineering related services as may be requested and authorized by the CLIENT.

## 2.0 SECTION 2 – BASIC ENGINEERING SERVICES

- 2.1 Basic Engineering Services. Include those services normally associated with project management, engineering analysis and engineering design for civil engineering, water and wastewater engineering, and water resources engineering related projects, or other projects stipulated by the CLIENT. Engineering services will typically include, but not be limited, to the following.
- 2.2 Preliminary Design and Planning Phase. The ENGINEER shall:
- 2.2.1 In consultation with CLIENT, and on the basis of the available Preliminary Study information, define the project specific objectives, scope of work, schedule, and preliminary budget for projects requested by the CLIENT.
- 2.2.2 Advise CLIENT if additional data or supplemental professional services of the types described in this AGREEMENT are necessary, and procure the necessary services, subject to the approval of CLIENT.

- 2.2.3 Prepare preliminary design documents consisting of the following: design criteria, cost estimate information, preliminary drawings, project scope of work development, design schedule and written description of the project.
- 2.2.4 Provide coordination, permitting, and managerial assistance to the CLIENT regarding utility relocation, easements, right-of-way acquisition, etc. as specifically requested by the CLIENT.
- 2.3 Comprehensive Design Phase. The ENGINEER shall:
- 2.3.1 Perform engineering surveys of the construction site to determine horizontal and vertical site data including topography, relevant site elevation data, locations and measurements of existing site conditions that could affect the project.
- 2.3.2 Represent the CLIENT at public hearings and meetings with applicable regulatory agencies and/or Authority Staff.
- 2.3.3 Prepare detailed design plans, specifications, documents (a.k.a. Contract Documents/Bidding Documents) and engineering cost estimates for the project.
- 2.3.4 Oversee the work efforts of the subconsultants as it relates to the overall project objectives, schedule and budget. Technical accuracy and design quality will be the responsibility of the subconsultant unless otherwise stipulated in their contract with the ENGINEER.
- 2.3.5 Advise CLIENT of potential adjustments as it relates to total project costs resulting from changes in project scope, extent, character, or design requirements of the project or construction costs.
- 2.3.6 Furnish copies of design plans, specifications and documents for approval by the CLIENT, his representatives, and applicable regulatory authorities.
- 2.4 Pre-Construction Phase. The ENGINEER shall:
- 2.4.1 Pre-qualify, when possible, contractors for bidding the various projects.
- 2.4.2 Assist CLIENT in advertising for and obtaining bids or negotiating contracts for each construction project, and maintain a record of prospective bidders to whom Construction Documents/Bidding Documents have been issued, attend pre-bid conferences and issue Construction Documents/Bidding Documents.
- 2.4.3 Issue addenda appropriate to interpret, clarify or expand the Construction Documents/Bidding Documents.

- 2.4.4 Consult with CLIENT concerning, and determine, the acceptability of substitute materials and equipment proposed by CONTRACTOR(s) when substitution prior to the award of contracts is allowed by the Construction Documents/Bidding Documents.
- 2.4.5 Attend pre-bid meeting with prospective contractors, attend the bid opening, prepare bid tabulation sheets and assist CLIENT in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services. ENGINEER will verify that the CONTRACTOR's insurance and bonding capabilities meet the CLIENT's requirements.
- 2.5 **Construction Phase Services.** The ENGINEER shall:
- 2.5.1 Arrange a pre-construction conference with the successful bidder to discuss administrative issues associated with the project; establish site safety procedures (where applicable); address project logistics; establish lines of communication; and address other applicable issues as necessary in the interest of construction QA/QC and safety.
- 2.5.2 Review the CONTRACTOR's work schedule to ensure general conformance with preliminary schedules developed by the CLIENT and ENGINEER. Appropriate modifications will be recommended to CONTRACTOR in an effort to ensure efficiency in the construction process. ENGINEER will notify the CLIENT if significant discrepancies exist in the CONTRACTOR's schedule as compared to the agreed upon construction schedule with the applicable parties.
- 2.5.3 Serve as the CLIENT's representative with duties and limitations of responsibility and authority as stated in the construction Contract Documents.
- 2.5.4 Visit the site at regular intervals appropriate to the various stages of construction to observe progress and quality of the CONTRACTOR's work, and shall keep CLIENT informed of same.
- 2.6 Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents/Bidding Documents and in connection therewith prepare work change directives and process CONTRACTOR's change orders as required.
- 2.7 Shop Drawings. ENGINEER shall review cut sheets, submittals, shop drawings and other relevant data. ENGINEER shall review shop drawings and other data that CONTRACTOR(s) are required to submit, but only for conformance with the design concept of the project and compliance with the information given in the design plans, specifications and documents. ENGINEER will review and approve CONTRACTOR's shop drawings and provide approved copy of drawing to the CLIENT prior to CONTRACTOR notification.

- 2.8 Schedule Monitoring. ENGINEER will review and update CONTRACTOR(s) schedule(s) to monitor construction progress and to assist the CONTRACTOR in identifying potential "work arounds" to make up for work delays, change orders, etc. Updated schedules will be provided to the CLIENT as necessary unless agreed otherwise.
- 2.9 Applications for Payment. ENGINEER will review CONTRACTOR's applications for periodic payment to verify that amounts requested by the CONTRACTOR agree with actual progress of the work. Approved applications will be submitted to the CLIENT for payment.
- 2.10 **Correspondence**. ENGINEER will distribute and maintain project correspondence and documents throughout the construction phase. Schedules for project deliverables will be established and adhered to in order to maintain the overall project schedule(s).
- 2.11 Contract Closeout. ENGINEER shall conduct a review of each project phase to determine if the work is substantially complete and a final review of each project phase will be performed to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to CONTRACTOR and may give written notice to CLIENT and the CONTRACTOR that the work is acceptable (subject to any conditions therein expressed).

### 3.0 SECTION 3 – SUPPLEMENTAL SERVICES

- 3.1 The services listed in this section will be provided to supplement the services outlined in the previous sections. If authorized by the CLIENT, ENGINEER will furnish (or utilize the services of subconsultants/subcontractors as necessary) these services under the terms of this AGREEMENT.
- 3.2 Examples of Supplemental Services include, but are not necessarily limited to, the following:
  - a) Geotechnical Engineering and Related Services.
  - b) Surveying (i.e. construction staking, property boundary, topographic surveys, easement plats, etc.).
  - c) Environmental Engineering and Assessment Services. (i.e. environmental impact studies, Phase I and Phase II Assessments, etc.).
  - d) Hydrogeology and Geology.
  - e) Geographical Positioning Systems (GPS) Mapping and Geographical Information Systems (GIS).
  - f) Supplemental or Extended Services, made necessary by: (1) work damaged by fire or other cause during construction; (2) prolongation of the construction contract period; and (3) default by the CONTRACTOR.
  - g) Services resulting from significant changes in extent of the project or revision of previously accepted concepts, reports, design plans, specifications or documents when such revisions are due to causes beyond control of ENGINEER.

- Transportation Engineering (i.e. road design, easement and right-of-way h) acquisition, traffic analysis, etc.)
- Resident Inspection for Construction. i)
- Preparation of As-built Drawings, unless required by a specific project TOF. j)

#### SECTION 4 - FEES AND PAYMENTS TO ENGINEER 4.0

- For general consulting engineering services as outlined in this AGREEMENT, CLIENT 4.1 shall pay ENGINEER the fee documented in the project specific Task Order Forms (TOFs). It is anticipated that professional services will be performed and reimbursed on payment terms agreeable to both parties (i.e. lump sum, hourly, etc.). The proposed unit rates identified for this AGREEMENT are broken out by labor category and are included as ATTACHMENT "A". Any unique unit rates or costs related to outside subconsultants contracted to the ENGINEER to provide specialized services for specific work tasks will be included in the project specific TOFs. It will be the responsibility of the ENGINEER to periodically update the CLIENT regarding incurred fees for the various projects executed under this AGREEMENT as it relates to an estimated project budget in the event that a budget revision is warranted by the work effort undertaken, or anticipated, by the ENGINEER and as agreed to by the CLIENT. ENGINEER and CLIENT will also periodically review project progress and schedules to ensure timely completion of work.
- The labor category unit rates are included in ATTACHMENT "A" and apply to those employees of the ENGINEER who are engaged in providing professional services under 4.2 this AGREEMENT. In addition to the customary overhead items, the following costs are specifically defined as an overhead charge and there shall be no additional charge for these costs: telephone charges, computer expenses, use of company vehicles (mileage), in-house reproduction, photocopying, and routine expendable/office supplies. Direct expenses (including subconsultants hired by the ENGINEER) will be invoiced at cost plus 15% to the CLIENT.
- ENGINEER shall submit monthly invoices to CLIENT in a format acceptable by the 4.3 CLIENT. CLIENT shall endeavor to make payment to ENGINEER within thirty days from receipt of invoice.
- For the term of this AGREEMENT or any extension thereof, the ENGINEER may petition to revise labor category billing rates effective January 1 of each year (the "Rate 4.4 Modification Date") to account for salary adjustments. The CLIENT reserves the right to review the proposed annual billing rate adjustments for approval prior to implementation by the ENGINEER.

## 5.0 SECTION 5 - CLIENT'S RESPONSIBILITIES

#### 5.1 CLIENT shall:

- 5.1.1 Provide all criteria and full information as to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.
- 5.1.2 Allow the ENGINEER to have reasonable access to the site for activities necessary for the performance of the services. If reasonable access is not provided and consequently the ENGINEER is denied or delayed in performing their services, the associated fees and costs may be viewed in their entirety as a reimbursable expense.
- 5.1.3 Promptly furnish to ENGINEER the information requested by ENGINEER needed for rendering of services hereunder. The CLIENT shall provide to the ENGINEER all such information as is available to the CLIENT and the CLIENT's consultants and contractors, and the ENGINEER shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is impossible for the ENGINEER to assure the accuracy, completeness and sufficiency of information provided to ENGINEER by CLIENT or third parties. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold the ENGINEER and the ENGINEER's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT to the ENGINEER.
- 5.1.4 Assist ENGINEER by placing at his disposal all available information pertinent to the project including previous reports and any other data relative to design or construction of the project.
- 5.1.5 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.
- 5.1.6 Designate a person (or persons) to act as CLIENT's representative(s) with respect to the services to be rendered under this AGREEMENT. Such person(s) shall have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER's services.

## 6.0 SECTION 6 - ENGINEER'S RESPONSIBILITIES

6.1 Project Management and Design. The ENGINEER shall manage and design the work in strict compliance with all applicable laws and in strict compliance with all applicable codes. All plans and specifications shall bear the signature and seal of the ENGINEER, which shall be prima facie evidence that the ENGINEER has exercised the degree of skill and professional competence required of professional engineers licensed in the State of Georgia and that the ENGINEER has not practiced beyond the limits of his field of specialty or expertise.

- 6.2 Standard Professional Services. The ENGINEER by the execution of this AGREEMENT contracts that he is possessed of that degree of care, learning, skill and ability which is ordinarily possessed by other members of his profession and further contracts that in the performance of the duties herein set forth he will exercise such degree of care, learning, skill and ability as is ordinarily employed by professional engineers licensed to practice in the State of Georgia under similar conditions and like circumstances and shall perform such duties without neglect, and shall not be liable except for failure to exercise such degree of care, learning, skill and ability. Any other provision of this AGREEMENT to the contrary notwithstanding, the ENGINEER shall not receive any fee on account of increases in cost resulting from change orders necessitated by errors or oversights of the ENGINEER.
- Professional Liability Insurance. Simultaneous with the execution of this 6.3 AGREEMENT, and prior to the provision of any professional services by the ENGINEER, and during the entire term of this AGREEMENT, including future renewals thereof, the ENGINEER shall maintain in full force and effect a policy of professional liability insurance from a company authorized to do business in the State of Georgia in limits of \$1,000,000 each claim, \$2,000,000/year aggregate, with \$100,000 per claim deductible, \$200,000/year aggregate deductible. The ENGINEER represents, warrants and covenants that in the event a claim is filed against such policy, the ENGINEER has sufficient unencumbered assets and financial standing to pay in full the maximum deductible per claim. If requested, the ENGINEER shall furnish evidence of said coverage to CLIENT in the form of a certificate from the issuing insurance company that the policy is in good standing. If two or more claims are made by ENGINEER against said coverage, at any time relevant to this AGREEMENT, notice of such fact shall be furnished to CLIENT in writing, which event shall furnish CLIENT the option to terminate this AGREEMENT. As further condition, said policy shall not be canceled, changed, allowed to lapse or allowed to expire until ten (10) days after written notice is given by ENGINEER to CLIENT, via certified mail, return receipt requested. ENGINEER shall at all times during the terms of this AGREEMENT, including for four (4) years after the expiration or termination of the AGREEMENT for any reason, maintain continuity of coverage described herein against any liability directly or indirectly resulting from ENGINEER or its employees or its subconsultant's duties in connection with this AGREEMENT, or other acts or omissions of ENGINEER or its respective employees or agents occurring in whole or in part during the term of this AGREEMENT. ENGINEER shall procure continuity coverage by obtaining subsequent policies which have a retroactive date of coverage equal to the effective date of this AGREEMENT or by obtaining an extended recording endorsement with coverages consistent with those described herein.

- 6.4 **Personal Services.** In contemplation that engineering services are personal, the ENGINEER agrees that no change in the business organization of the ENGINEER under which the firm shall perform shall be made during the AGREEMENT term, unless prompt written notice to the CLIENT is given, which event shall afford the CLIENT the option to terminate this AGREEMENT.
- 6.5 Approval of Bonds by Bidders. Inasmuch as the ENGINEER will provide assistance to the CLIENT in the bidding and negotiating of water and sewer, and public works contracts, for which the successful contractor must present payment and performance bonds as a condition of the award of such contracts, it shall be the duty of the ENGINEER to verify that the Surety for CONTRACTOR's Bonds meets the criteria contained in the General Conditions of the Contract Documents (listed on Federal Register Circular 570) and is licensed and in good standing with the Insurance Commission of the State of Georgia.
- 6.6 Compliance with Equal Employment Opportunity Laws and Americans with Disabilities Act. As a condition for entry of this AGREEMENT, the ENGINEER represents, warrants and covenants that at the time of entry of this AGREEMENT, and during the term thereof, the ENGINEER shall observe and comply with all applicable laws governing equal employment opportunities, including the employment of persons with disabilities, as defined by the Americans with Disabilities Act of 1991. Furthermore, the ENGINEER shall maintain a drug free workplace as required by Georgia law during the term of this AGREEMENT.

### 7.0 SECTION 7 – GENERAL CONSIDERATIONS

- 7.1 **Commencement.** This AGREEMENT will take effect upon delivery of executed AGREEMENT to both parties.
- 7.2 **Term of AGREEMENT**. The initial term of this AGREEMENT shall be 12 months from the date of execution by all parties. Thereafter, unless either party provides at least 30 days prior written notice to the contrary, the AGREEMENT shall automatically renew for increments of one year beginning on January 1 and ending on December 31 of each such year. Either party, upon giving 30 days written notice, may terminate this AGREEMENT at any time without cause. Termination of this AGREEMENT by either party shall not impair or affect whatever rights, including payment for services performed prior to termination either party may have under this AGREEMENT.
- 7.3 Authorized Representative. ENGINEER shall designate a person (or persons) to act as ENGINEER's representative(s) with respect to the services to be rendered under this AGREEMENT. Such person(s) shall have complete authority to transmit instructions, receive information, interpret and define ENGINEER's policies and decisions with respect to materials, equipment, elements and systems pertinent to this AGREEMENT.

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#### 7.4 Successors and Assigns.

- 7.4.1 CLIENT and ENGINEER each is hereby bound and the partners, successors, executors, administrators, assigns and legal representatives of each are bound, to the other party to this AGREEMENT and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this AGREEMENT.
- 7.4.2 Neither CLIENT nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other.
- 7.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.
- 7.5 Limitations of Responsibility. Nothing herein shall be construed as making the ENGINEER responsible for supervising or directing the work of the CLIENT, CONTRACTORS or others furnishing work related to the project. Nor shall ENGINEER have authority over means, methods, techniques or procedures of construction, or for safety precautions incident to the work of the CLIENT, CONTRACTORS or others, or for any failure of same to comply with laws, rules or regulations. ENGINEER cannot guarantee the performance of work by CONTRACTORS nor assume responsibility for CONTRACTOR's failure to perform in accordance with Contract Documents.
- 7.6 Indemnification. The CLIENT shall indemnify and hold harmless the ENGINEER and all of its personnel from and against any claims, damages, loss and expenses (including attorney's fees) arising out of or resulting from the performance of the services under this AGREEMENT, provided that any such claim, damage, loss or expense is solely caused by the negligent act or omission of the CLIENT, its employees or agents (except ENGINEER).
- 7.7 **Re-use of Documents.** All documents including design plans, specifications and documents prepared by ENGINEER pursuant to this AGREEMENT are instruments of service with respect to the specific project and/or this AGREEMENT. They are not intended or represented to be suitable for re-use by CLIENT or others on extensions of the project or on any other project. Therefore, any other use or distribution of said documents without the written consent of ENGINEER is prohibited.
- 7.8 **Controlling Law.** This AGREEMENT is to be governed by the laws of the State of Georgia. The parties hereby agree and stipulate this AGREEMENT was made and entered into in Coweta County, Georgia, which shall be appropriate venue for any action brought relating thereto.
- 7.9 Severability and Reformation. Any provision or part thereof of this AGREEMENT held to be void or unenforceable under any law shall be deemed stricken, and all remaining

provisions shall continue to be valid and binding upon the parties. The parties agree that this AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

- 7.10 **Risk Allocation**. In recognition of the relative risks, rewards and benefits of the project to both the CLIENT and ENGINEER, the risks have been allocated such that the ENGINEER and the CLIENT agree that, to the fullest extent permitted by the law, each parties' total aggregate liability to the one another and their respective contractors, subcontractors, consultants and other parties with legal standing to file claims resulting from any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this AGREEMENT from any cause or causes, shall not exceed \$50,000 or the total fee for services contemplated under this AGREEMENT, whichever is less. Such causes include, but are not limited to, ENGINEER's or CLIENT's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
- 7.11 **Ownership of Documents.** All documents produced by ENGINEER under this agreement shall remain the property of ENGINEER and may not be used by the CLIENT for any other endeavor without the written consent of ENGINEER. Any unauthorized use or distribution shall be at CLIENT's and Recipient's sole risk and without liability to ENGINEER. CLIENT further agrees that documents produced by ENGINEER pursuant to this agreement will not be used at any location or for any project not expressly provided for in this AGREEMENT without ENGINEER's written approval.
- Discovery of Hazardous Materials. Hazardous materials may exist on the site on which 7.12 work will be performed by the ENGINEER under this agreement. The CLIENT acknowledges that the ENGINEER's scope of services for this project does not include any services related to the identification, removal or abatement of hazardous wastes. The ENGINEER and the CLIENT agree that the discovery of hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. The ENGINEER and the CLIENT also agree that the discovery of hazardous materials may make it necessary for the ENGINEER to take immediate measures to protect human health and safety, and/or the environment. The ENGINEER agrees to notify the CLIENT as soon as practically possible should hazardous materials or suspected hazardous materials be encountered. The CLIENT authorizes the ENGINEER to take any and all emergency measures that in the ENGINEER's professional opinion are justified to preserve and protect the health and safety of the ENGINEER's personnel and the public, and/or the environment, and the CLIENT agrees to compensate the ENGINEER for the additional cost of such work.
- 7.13 Site Operations. The ENGINEER's field personnel will avoid hazards or utilities that are visible to them at the site. If the ENGINEER is given data in writing that reveals the presence or potential presence of underground or overground obstructions, such as utilities, the ENGINEER will give special instructions to their field personnel. The ENGINEER will conduct the research that in its professional opinion is necessary to

locate utility lines and other objects that may exist beneath the site's surface. The CLIENT recognizes that the ENGINEER's research may not identify all subsurface utility lines and manmade objects, and that the information upon which the ENGINEER relies may contain errors or may not be complete. The ENGINEER is not responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions. For example, evaluations of existing buildings require that certain assumptions be made regarding existing conditions, many of which cannot be viewed by reasonable visual observation. The CLIENT understands that actual field conditions may subsequently be found to vary from design assumptions which in turn may alter or increase the scope of the design and/or construction services.

7.14 **Dispute Resolution**. The CLIENT and ENGINEER agree to use their best efforts to resolve amicably any dispute, including the use of alternative dispute resolution options. However, neither party is obligated to use alternative dispute resolution absent its written agreement.

This AGREEMENT (consisting of thirteen (13) pages) constitutes the entire AGREEMENT between CLIENT and ENGINEER and supersedes all prior written or oral understandings between them in respect of the subject matter covered hereby. The attached documents and those incorporated herein constitute the entire AGREEMENT between the parties and cannot be changed except by a written instrument signed by an authorized agent of both parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as of the day and year first above written.

CLIENT:

City of Fairburn

(Name) MARIO B. AUCAS (Title) MAJOR

/ស

Attest: TOM RIDGWAY

ENGINEER:

Integrated Science & Engineering, Inc.

Lawrence H. Davis, Jr., P.E. President

Enderson

Attest:



Master Services Agreement City of Falrburn August 7, 2017

#### ATTACHMENT A

#### UNIT RATES Integrated Science & Engineering, Inc.

	Rate/Hour
Principal	\$185
Senior Engineering Manager / Project Manager	\$160
Project Engineer III	\$145
Project Engineer II	\$130
Project Engineer I	\$115
Engineer II	\$105
Engineer I	90
GIS Professional III	\$115
GIS Professional II	\$90
GIS Professional I	\$80
Senior Planner	\$90
Senior Surveying Manager / Registered Land Surveyor	\$130
Survey Crew (2-Person)	\$135
Survey Crew (2-v orson) Survey Crew (1-Person)	\$115
Engineer / Survey Technician III	\$115
Engineer / Survey Technician II	\$85
Engineer / Survey Technician I	\$65
Administration / Clerical	\$60
Administration / Clorida	
Subcontractor / Subconsultant	Cost + 15%
Reimbursables	Cost + 15%

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## **CITY OF FAIRBURN**

## CITY COUNCIL AGENDA ITEM

#### SUBJECT: FOR MAYOR AND COUNCIL TO APPROVE TASK ORDER #141 WITH INTEGRATED SCIENCE & ENGINEERING FOR THE 2020-2021 NPDES PHASE I COMPLIANCE ACTIVITIES

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

Submitted: 10/21/2020 Work Session: N/A Council Meeting: 10/26/2020

**DEPARTMENT**: Utilities (Water & Sewer)

**BUDGET IMPACT**: The budget impact of this task order will be \$19,870. The proposed expenditures will come out of the Stormwater Account (506-0000-52-3900).

**<u>PUBLIC HEARING?</u>** ( ) Yes (X) No

**PURPOSE:** For Mayor and Council to approve Task Order #141 with Integrated Science & Engineering, Inc. (ISE) for the 2020-2021 NPDES Phase I Compliance Activities in the amount of \$19,870.

**HISTORY:** The City of Fairburn entered into a Master Services Agreement with Integrated Science & Engineering, Inc. (ISE) on August 14<sup>th</sup>, 2017 for professional engineering and consulting services.

**FACTS AND ISSUES:** The agreement with ISE was approved with the understanding that task orders associated with civil engineering, water, wastewater and water resourced engineering would be issued on an as need basis. This task order is to conduct Phase I MS4 inspections of storm drain structures in the Deep Creek watershed, inspect 20% of industrial facilities, document conditions and produce the required reports for the City's 2020-2021 Phase I NPDES MS4 Annual Report.

**RECOMMENDED ACTION:** Staff recommends that Mayor and Council approve Task Order #141 with Integrated Science & Engineering, Inc. (ISE) for the 2020-2021 NPDES Phase I Compliance Activities and authorize Mayor Carr-Hurst to sign the Task Order in the amount of \$19,870.

th Carr-Hurst, Mayor



Atlanta / Savannah / Mobile

#### 1039 Sullivan Road, Suite 200, Newnan, GA 30265 (p) 678.552.2106 (f) 678.552.2107

To: Company: Address:	John Martin City of Fairburn 56 Malone Street Fairburn, Georgia	Date: From: Copy to:	July 9, 2020 Jason Ray, GISP
Project:	2020-2021 NPDES Phase I Compliance Activities	TOF #:	141

#### BACKGROUND

Integrated Science & Engineering, Inc. (ISE) has prepared this Task Order Form (TOF) in accordance with the terms and conditions in our Master Services Agreement dated August 14, 2017. This TOF has been prepared to assist the City of Fairburn (City) with City's annual NDPES Phase I compliance efforts.

#### SCOPE OF SERVICES

#### Task 1 – Phase I MS4 Inspections

Based on the City's approved Stormwater Management Plan referenced in the National Pollutant Discharge Elimination System (NPDES) Phase I MS4 permit, the City is required to inspect all catch basins, storm pipes, and ditches in the 2020-2021 sector. All information will be recorded in a GIS database and then processed in the office to produce the required inspection forms. Please note that all work will be performed digitally and no hard copies are proposed as part of this effort. The data will be produced in a PDF format document and provided to the City for inclusion in the City's annual report due on June 15, 2021.

#### **Deliverables**

- GIS geodatabase of structures and inspection data
- PDF map illustrating the inspections performed
- PDF document inspection forms for each structure inspected

#### Task 2 – Dry Weather Screening

In accordance with the City's approved SWMP, the City is required to complete Dry Weather Screening on 20% of the total number of outfalls within the city limits that outfall to Waters of the State annually. ISE will conduct Dry Weather Screening of the defined outfalls for the City during the 2020-2021 reporting period.

Dry weather screening will be performed according to the City's dry weather screening procedures approved by the EPD. The EPD approved dry weather screening checklist will also be filled out for each outfall visited and inspected. The checklists will be delivered in a format that can be easily inserted into the City's NPDES Phase I 2020-2021 Annual Report. Additionally, this task will include preparation of a map for insertion into the annual report outlining the outfalls screened as part of this effort. This effort will constitute Level 1 visual screening.

If a dry weather discharge is present, the discharge will be tested per EPD requirements for pH level and specific conductivity utilizing an in-situ water quality meter and field observations noted. Additionally, a sample will be collected and analyzed for fluoride, surfactants, and fecal coliform (under certain circumstances) by a laboratory (Analytical Environmental Services). This effort will constitute Level 2 in-situ water quality screening.

#### Source Tracing

Source tracing activities will need to be undertaken if the dry weather screening data indicates that there is a potential water quality impairment present (see parameters above). The City will be notified immediately if the in-situ parameters or visual observations indicated that there is a potential illicit discharge prior to beginning any source tracing activities. ISE will not initiate source tracing activities without prior authorization of the City.

Source tracing will involve following the MS4 system "upstream" in an attempt to identify the source of the non-stormwater discharge. Please note that the NPDES Phase I permit requires that the City source trace 100% of the identified illicit discharges and notify the illicit discharger to cease the activity, if the source tracing clearly documents the source. In the event that the source cannot be definitively identified, the City is only required to document the activities undertaken and the findings. A checklist will be filled out for each source tracing exercise. The checklist will be in a format that can be easily inserted in the City's 2020-2021 NPDES Phase I Annual Report.

In the event that ISE performs a source tracing work effort. The estimated cost for ISE to conduct the work will be based on a "per source tracing exercise", not to exceed three hours of field time by the ISE staff person. If the illicit discharge source cannot be clearly identified within a three-hour time frame, the work will be documented and provided to the City for possible further investigation.

#### Task 3 – HVPS Inspections

As required by the City's approved Stormwater Management Plan (SWMP), the City shall annually review and add any new businesses to the HVPS inventory. Additionally, the City shall annually inspect 20% of the total number of HVPS facilities identified on the inventory. At this time, the City has 7 sites that would need to be inspected during the 2020-2021 period.

The standard facility inspection checklist (included as part of the City's SWMP) will be used during all inspections. If any violations are documented during the inspection process, ISE will notify the City, as well as the property owner, of the violation and provide recommendations on fixing the violation.

#### Task 4 – Industrial Inspections

As required by the City's approved Stormwater Management Plan (SWMP), the City shall annually review and add any new businesses to the Industrial inventory. Additionally, the City shall annually inspect 20% of the total number of Industrial facilities identified on the inventory. At this time, the City has 6 sites that would need to be inspected during the 2020-2021 period.

The standard facility inspection checklist (included as part of the City's SWMP) will be used during all inspections. If any violations are documented during the inspection process, ISE will notify the City, as well as the property owner, of the violation and provide recommendations on fixing the violation.

#### Task 5 – Phase I Annual Report

ISE will work with City staff to collect information on programs implemented during the 2020 - 2021 reporting period. ISE will then develop the Annual report for submittal to the EPD. The Annual Report will be submitted to the EPD by the due date of June 15, 2021. EPD comments on the Annual Report will be addressed hourly.

#### **Deliverables**

- 1 Copy of Annual Report Delivered to the Georgia Environmental Protection Division
- 1 Copy of Annual Report Delivered to the City of Fairburn

#### SCHEDULE

Task 1-Task 4 will be completed by April 30<sup>th</sup>, 2021. Task 5 will be completed and submitted to EPD no later than June 15<sup>th</sup>, 2021.

Task	Contract Amount
Task 1 – Phase I MS4 Inspections	\$10,000 (Lump Sum)
Task 2 – Dry Weather Screening	\$1,200 (Lump Sum)
In-Situ Screening (\$110/Outfall)	(If Required)
Source Tracing (Hourly)	(If Required)
Task 3 – HVPS Inspections	\$1,330
Task 4 – Industrial Inspections	\$1,140
Task 5 – Phase I Annual Report	\$5,000 (Lump Sum)
Task 3.1 – EPD Comments	\$1,200 (Hourly, NTE)
Total Contract Amount	\$19,870

#### AUTHORIZATION

The Scope of Services outlined herein will be performed in accordance with ISE's Master Services Agreement with \_\_\_\_City of Fairburn\_\_ dated August 14, 2017. As our authorization, please sign in the space provided below.

City of Fairburn

Integrated Science & Engineering, Inc.

		And
Signature:	Signature:	
Name:	Name:	Jason Ray, GISP
Title:	Title:	Project Manager
Date:	Date:	July 9, 2020

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#### MASTER SERVICES AGREEMENT CITY OF FAIRBURN

THIS IS AN AGREEMENT made as of 0.14, 2017, between the City of Fairburn, Georgia ("CLIENT") and Integrated Science & Engineering, Inc. ("ENGINEER"). The CLIENT wishes to engage ENGINEER to provide professional engineering and consulting services. The services provided under this agreement shall encompass primarily the areas of civil engineering, water and wastewater engineering, and water resources engineering. In general, the services provided by the ENGINEER will include, but not necessarily be limited to, the following services:

- Project Management
- Project Planning
- Feasibility Studies
- Engineering Analysis
- Provision of Construction Cost Opinions and Data
- Technical Reports
- Engineering Design and Surveying
- Permitting and Regulatory Agency Coordination
- · Construction Management and Oversight
- Easement and Right-of-Way Acquisition
- Other engineering services may be added at the discretion of the CLIENT, under the terms of this AGREEMENT

The ENGINEER will work with the CLIENT to coordinate and integrate the overall management, planning, analysis, engineering design, consulting, and construction review for each project. In general, the ENGINEER will oversee project management and planning, scope of work development, work progress monitoring, project schedule maintenance, engineering design, construction review, and project cost control, as well as address additional design related tasks specifically requested by the CLIENT.

The ENGINEER will prepare and submit a TASK ORDER FORM (TOF) to be executed between the CLIENT and the ENGINEER for each specific work element, project, report, study, task, etc. (unless directed otherwise by the CLIENT), which will specify the scope of services, schedule, and fee arrangement. Each TOF will reference this AGREEMENT and be an amendment to this AGREEMENT. The CLIENT has the option to direct the ENGINEER to utilize an alternative method to the TOF (as warranted by the work task requested) including memo, email or other similar and acceptable documentation method.

CLIENT and ENGINEER, in consideration of their mutual covenants herein, agree in respect of the performance of professional engineering and management services by ENGINEER and the payment for those services by CLIENT as set forth below.

### 1.0 SECTION 1 – GENERAL PROJECT MANAGEMENT AND CONSULTING ENGINEERING SERVICES

- 1.1 Description. ENGINEER shall provide professional services to the CLIENT in the form of project management and consulting engineering services, from time to time, as requested by CLIENT. These services will be provided on a formal (written) or informal (verbal) basis as determined by the circumstances and the wishes of the CLIENT. Examples of General Project Management and Consulting Engineering Services would include, but not be limited to, the following:
- 1.1.1 Review of existing system data and providing of advice pertaining to CLIENT operations, planning, expansion, repair or other matters that may be of concern to CLIENT.
- 1.1.2 Serve as consulting engineer on behalf of the CLIENT to various subconsultants as it relates to project planning, scope of work development, work progress oversight, project QA/QC, budget review/management, schedule and construction oversight.
- 1.1.3 Prepare engineering studies, alternative evaluations, surveys, reports, cost estimates, financial analysis, or other engineering documents specifically requested by CLIENT.
- 1.1.4 Serve as engineering liaison for the CLIENT to various local, state and federal agencies that may have jurisdiction over certain aspects of CLIENT's operations.
- 1.1.5 Provide other engineering related services as may be requested and authorized by the CLIENT.

#### 2.0 SECTION 2 – BASIC ENGINEERING SERVICES

- 2.1 **Basic Engineering Services.** Include those services normally associated with project management, engineering analysis and engineering design for civil engineering, water and wastewater engineering, and water resources engineering related projects, or other projects stipulated by the CLIENT. Engineering services will typically include, but not be limited, to the following.
- 2.2 Preliminary Design and Planning Phase. The ENGINEER shall:
- 2.2.1 In consultation with CLIENT, and on the basis of the available Preliminary Study information, define the project specific objectives, scope of work, schedule, and preliminary budget for projects requested by the CLIENT.
- 2.2.2 Advise CLIENT if additional data or supplemental professional services of the types described in this AGREEMENT are necessary, and procure the necessary services, subject to the approval of CLIENT.

- 2.2.3 Prepare preliminary design documents consisting of the following: design criteria, cost estimate information, preliminary drawings, project scope of work development, design schedule and written description of the project.
- 2.2.4 Provide coordination, permitting, and managerial assistance to the CLIENT regarding utility relocation, easements, right-of-way acquisition, etc. as specifically requested by the CLIENT.
- 2.3 Comprehensive Design Phase. The ENGINEER shall:
- 2.3.1 Perform engineering surveys of the construction site to determine horizontal and vertical site data including topography, relevant site elevation data, locations and measurements of existing site conditions that could affect the project.
- 2.3.2 Represent the CLIENT at public hearings and meetings with applicable regulatory agencies and/or Authority Staff.
- 2.3.3 Prepare detailed design plans, specifications, documents (a.k.a. Contract Documents/Bidding Documents) and engineering cost estimates for the project.
- 2.3.4 Oversee the work efforts of the subconsultants as it relates to the overall project objectives, schedule and budget. Technical accuracy and design quality will be the responsibility of the subconsultant unless otherwise stipulated in their contract with the ENGINEER.
- 2.3.5 Advise CLIENT of potential adjustments as it relates to total project costs resulting from changes in project scope, extent, character, or design requirements of the project or construction costs.
- 2.3.6 Furnish copies of design plans, specifications and documents for approval by the CLIENT, his representatives, and applicable regulatory authorities.
- 2.4 **Pre-Construction Phase.** The ENGINEER shall:
- 2.4.1 Pre-qualify, when possible, contractors for bidding the various projects.
- 2.4.2 Assist CLIENT in advertising for and obtaining bids or negotiating contracts for each construction project, and maintain a record of prospective bidders to whom Construction Documents/Bidding Documents have been issued, attend pre-bid conferences and issue Construction Documents/Bidding Documents.
- 2.4.3 Issue addenda appropriate to interpret, clarify or expand the Construction Documents/Bidding Documents.

- 2.4.4 Consult with CLIENT concerning, and determine, the acceptability of substitute materials and equipment proposed by CONTRACTOR(s) when substitution prior to the award of contracts is allowed by the Construction Documents/Bidding Documents.
- 2.4.5 Attend pre-bid meeting with prospective contractors, attend the bid opening, prepare bid tabulation sheets and assist CLIENT in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services. ENGINEER will verify that the CONTRACTOR's insurance and bonding capabilities meet the CLIENT's requirements.
- 2.5 Construction Phase Services. The ENGINEER shall:
- 2.5.1 Arrange a pre-construction conference with the successful bidder to discuss administrative issues associated with the project; establish site safety procedures (where applicable); address project logistics; establish lines of communication; and address other applicable issues as necessary in the interest of construction QA/QC and safety.
- 2.5.2 Review the CONTRACTOR's work schedule to ensure general conformance with preliminary schedules developed by the CLIENT and ENGINEER. Appropriate modifications will be recommended to CONTRACTOR in an effort to ensure efficiency in the construction process. ENGINEER will notify the CLIENT if significant discrepancies exist in the CONTRACTOR's schedule as compared to the agreed upon construction schedule with the applicable parties.
- 2.5.3 Serve as the CLIENT's representative with duties and limitations of responsibility and authority as stated in the construction Contract Documents.
- 2.5.4 Visit the site at regular intervals appropriate to the various stages of construction to observe progress and quality of the CONTRACTOR's work, and shall keep CLIENT informed of same.
- 2.6 Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents/Bidding Documents and in connection therewith prepare work change directives and process CONTRACTOR's change orders as required.
- 2.7 Shop Drawings. ENGINEER shall review cut sheets, submittals, shop drawings and other relevant data. ENGINEER shall review shop drawings and other data that CONTRACTOR(s) are required to submit, but only for conformance with the design concept of the project and compliance with the information given in the design plans, specifications and documents. ENGINEER will review and approve CONTRACTOR's shop drawings and provide approved copy of drawing to the CLIENT prior to CONTRACTOR notification.

- 2.8 Schedule Monitoring. ENGINEER will review and update CONTRACTOR(s) schedule(s) to monitor construction progress and to assist the CONTRACTOR in identifying potential "work arounds" to make up for work delays, change orders, etc. Updated schedules will be provided to the CLIENT as necessary unless agreed otherwise.
- 2.9 Applications for Payment. ENGINEER will review CONTRACTOR's applications for periodic payment to verify that amounts requested by the CONTRACTOR agree with actual progress of the work. Approved applications will be submitted to the CLIENT for payment.
- 2.10 **Correspondence**. ENGINEER will distribute and maintain project correspondence and documents throughout the construction phase. Schedules for project deliverables will be established and adhered to in order to maintain the overall project schedule(s).
- 2.11 **Contract Closeout.** ENGINEER shall conduct a review of each project phase to determine if the work is substantially complete and a final review of each project phase will be performed to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to CONTRACTOR and may give written notice to CLIENT and the CONTRACTOR that the work is acceptable (subject to any conditions therein expressed).

#### 3.0 SECTION 3 – SUPPLEMENTAL SERVICES

- 3.1 The services listed in this section will be provided to supplement the services outlined in the previous sections. If authorized by the CLIENT, ENGINEER will furnish (or utilize the services of subconsultants/subcontractors as necessary) these services under the terms of this AGREEMENT.
- 3.2 Examples of Supplemental Services include, but are not necessarily limited to, the following:
  - a) Geotechnical Engineering and Related Services.
  - b) Surveying (i.e. construction staking, property boundary, topographic surveys, easement plats, etc.).
  - c) Environmental Engineering and Assessment Services. (i.e. environmental impact studies, Phase I and Phase II Assessments, etc.).
  - d) Hydrogeology and Geology.
  - e) Geographical Positioning Systems (GPS) Mapping and Geographical Information Systems (GIS).
  - f) Supplemental or Extended Services, made necessary by: (1) work damaged by fire or other cause during construction; (2) prolongation of the construction contract period; and (3) default by the CONTRACTOR.
  - g) Services resulting from significant changes in extent of the project or revision of previously accepted concepts, reports, design plans, specifications or documents when such revisions are due to causes beyond control of ENGINEER.

- h) Transportation Engineering (i.e. road design, easement and right-of-way acquisition, traffic analysis, etc.)
- i) Resident Inspection for Construction.
- j) Preparation of As-built Drawings, unless required by a specific project TOF.

## 4.0 SECTION 4 – FEES AND PAYMENTS TO ENGINEER

- 4.1 For general consulting engineering services as outlined in this AGREEMENT, CLIENT shall pay ENGINEER the fee documented in the project specific Task Order Forms (TOFs). It is anticipated that professional services will be performed and reimbursed on payment terms agreeable to both parties (i.e. lump sum, hourly, etc.). The proposed unit rates identified for this AGREEMENT are broken out by labor category and are included as ATTACHMENT "A". Any unique unit rates or costs related to outside subconsultants contracted to the ENGINEER to provide specialized services for specific work tasks will be included in the project specific TOFs. It will be the responsibility of the ENGINEER to periodically update the CLIENT regarding incurred fees for the various projects executed under this AGREEMENT as it relates to an estimated project budget in the event that a budget revision is warranted by the work effort undertaken, or anticipated, by the ENGINEER and as agreed to by the CLIENT. ENGINEER and CLIENT will also periodically review project progress and schedules to ensure timely completion of work.
- 4.2 The labor category unit rates are included in ATTACHMENT "A" and apply to those employees of the ENGINEER who are engaged in providing professional services under this AGREEMENT. In addition to the customary overhead items, the following costs are specifically defined as an overhead charge and there shall be no additional charge for these costs: telephone charges, computer expenses, use of company vehicles (mileage), in-house reproduction, photocopying, and routine expendable/office supplies. Direct expenses (including subconsultants hired by the ENGINEER) will be invoiced at cost plus 15% to the CLIENT.
- 4.3 ENGINEER shall submit monthly invoices to CLIENT in a format acceptable by the CLIENT. CLIENT shall endeavor to make payment to ENGINEER within thirty days from receipt of invoice.
- 4.4 For the term of this AGREEMENT or any extension thereof, the ENGINEER may petition to revise labor category billing rates effective January 1 of each year (the "Rate Modification Date") to account for salary adjustments. The CLIENT reserves the right to review the proposed annual billing rate adjustments for approval prior to implementation by the ENGINEER.

## 5.0 SECTION 5 – CLIENT'S RESPONSIBILITIES

#### 5.1 CLIENT shall:

- 5.1.1 Provide all criteria and full information as to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.
- 5.1.2 Allow the ENGINEER to have reasonable access to the site for activities necessary for the performance of the services. If reasonable access is not provided and consequently the ENGINEER is denied or delayed in performing their services, the associated fees and costs may be viewed in their entirety as a reimbursable expense.
- 5.1.3 Promptly furnish to ENGINEER the information requested by ENGINEER needed for rendering of services hereunder. The CLIENT shall provide to the ENGINEER all such information as is available to the CLIENT and the CLIENT's consultants and contractors, and the ENGINEER shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is impossible for the ENGINEER to assure the accuracy, completeness and sufficiency of information provided to ENGINEER by CLIENT or third parties. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold the ENGINEER and the ENGINEER's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT to the ENGINEER.
- 5.1.4 Assist ENGINEER by placing at his disposal all available information pertinent to the project including previous reports and any other data relative to design or construction of the project.
- 5.1.5 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.
- 5.1.6 Designate a person (or persons) to act as CLIENT's representative(s) with respect to the services to be rendered under this AGREEMENT. Such person(s) shall have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER's services.

## 6.0 SECTION 6 - ENGINEER'S RESPONSIBILITIES

6.1 Project Management and Design. The ENGINEER shall manage and design the work in strict compliance with all applicable laws and in strict compliance with all applicable codes. All plans and specifications shall bear the signature and seal of the ENGINEER, which shall be prima facie evidence that the ENGINEER has exercised the degree of skill and professional competence required of professional engineers licensed in the State of Georgia and that the ENGINEER has not practiced beyond the limits of his field of specialty or expertise.

- 6.2 Standard Professional Services. The ENGINEER by the execution of this AGREEMENT contracts that he is possessed of that degree of care, learning, skill and ability which is ordinarily possessed by other members of his profession and further contracts that in the performance of the duties herein set forth he will exercise such degree of care, learning, skill and ability as is ordinarily employed by professional engineers licensed to practice in the State of Georgia under similar conditions and like circumstances and shall perform such duties without neglect, and shall not be liable except for failure to exercise such degree of care, learning, skill and ability. Any other provision of this AGREEMENT to the contrary notwithstanding, the ENGINEER shall not receive any fee on account of increases in cost resulting from change orders necessitated by errors or oversights of the ENGINEER.
- Professional Liability Insurance. Simultaneous with the execution of this 6.3 AGREEMENT, and prior to the provision of any professional services by the ENGINEER, and during the entire term of this AGREEMENT, including future renewals thereof, the ENGINEER shall maintain in full force and effect a policy of professional liability insurance from a company authorized to do business in the State of Georgia in limits of \$1,000,000 each claim, \$2,000,000/year aggregate, with \$100,000 per claim deductible, \$200,000/year aggregate deductible. The ENGINEER represents, warrants and covenants that in the event a claim is filed against such policy, the ENGINEER has sufficient unencumbered assets and financial standing to pay in full the maximum deductible per claim. If requested, the ENGINEER shall furnish evidence of said coverage to CLIENT in the form of a certificate from the issuing insurance company that the policy is in good standing. If two or more claims are made by ENGINEER against said coverage, at any time relevant to this AGREEMENT, notice of such fact shall be furnished to CLIENT in writing, which event shall furnish CLIENT the option to terminate this AGREEMENT. As further condition, said policy shall not be canceled, changed, allowed to lapse or allowed to expire until ten (10) days after written notice is given by ENGINEER to CLIENT, via certified mail, return receipt requested. ENGINEER shall at all times during the terms of this AGREEMENT, including for four (4) years after the expiration or termination of the AGREEMENT for any reason, maintain continuity of coverage described herein against any liability directly or indirectly resulting from ENGINEER or its employees or its subconsultant's duties in connection with this AGREEMENT, or other acts or omissions of ENGINEER or its respective employees or agents occurring in whole or in part during the term of this AGREEMENT. ENGINEER shall procure continuity coverage by obtaining subsequent policies which have a retroactive date of coverage equal to the effective date of this AGREEMENT or by obtaining an extended recording endorsement with coverages consistent with those described herein.

- 6.4 **Personal Services.** In contemplation that engineering services are personal, the ENGINEER agrees that no change in the business organization of the ENGINEER under which the firm shall perform shall be made during the AGREEMENT term, unless prompt written notice to the CLIENT is given, which event shall afford the CLIENT the option to terminate this AGREEMENT.
- 6.5 Approval of Bonds by Bidders. Inasmuch as the ENGINEER will provide assistance to the CLIENT in the bidding and negotiating of water and sewer, and public works contracts, for which the successful contractor must present payment and performance bonds as a condition of the award of such contracts, it shall be the duty of the ENGINEER to verify that the Surety for CONTRACTOR's Bonds meets the criteria contained in the General Conditions of the Contract Documents (listed on Federal Register Circular 570) and is licensed and in good standing with the Insurance Commission of the State of Georgia.
- 6.6 Compliance with Equal Employment Opportunity Laws and Americans with Disabilities Act. As a condition for entry of this AGREEMENT, the ENGINEER represents, warrants and covenants that at the time of entry of this AGREEMENT, and during the term thereof, the ENGINEER shall observe and comply with all applicable laws governing equal employment opportunities, including the employment of persons with disabilities, as defined by the Americans with Disabilities Act of 1991. Furthermore, the ENGINEER shall maintain a drug free workplace as required by Georgia law during the term of this AGREEMENT.

### 7.0 SECTION 7 – GENERAL CONSIDERATIONS

- 7.1 **Commencement.** This AGREEMENT will take effect upon delivery of executed AGREEMENT to both parties.
- 7.2 **Term of AGREEMENT.** The initial term of this AGREEMENT shall be 12 months from the date of execution by all parties. Thereafter, unless either party provides at least 30 days prior written notice to the contrary, the AGREEMENT shall automatically renew for increments of one year beginning on January 1 and ending on December 31 of each such year. Either party, upon giving 30 days written notice, may terminate this AGREEMENT at any time without cause. Termination of this AGREEMENT by either party shall not impair or affect whatever rights, including payment for services performed prior to termination either party may have under this AGREEMENT.
- 7.3 Authorized Representative. ENGINEER shall designate a person (or persons) to act as ENGINEER's representative(s) with respect to the services to be rendered under this AGREEMENT. Such person(s) shall have complete authority to transmit instructions, receive information, interpret and define ENGINEER's policies and decisions with respect to materials, equipment, elements and systems pertinent to this AGREEMENT.

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#### 7.4 Successors and Assigns.

- 7.4.1 CLIENT and ENGINEER each is hereby bound and the partners, successors, executors, administrators, assigns and legal representatives of each are bound, to the other party to this AGREEMENT and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this AGREEMENT.
- 7.4.2 Neither CLIENT nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other.
- 7.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.
- 7.5 Limitations of Responsibility. Nothing herein shall be construed as making the ENGINEER responsible for supervising or directing the work of the CLIENT, CONTRACTORS or others furnishing work related to the project. Nor shall ENGINEER have authority over means, methods, techniques or procedures of construction, or for safety precautions incident to the work of the CLIENT, CONTRACTORS or others, or for any failure of same to comply with laws, rules or regulations. ENGINEER cannot guarantee the performance of work by CONTRACTORS nor assume responsibility for CONTRACTOR's failure to perform in accordance with Contract Documents.
- 7.6 Indemnification. The CLIENT shall indemnify and hold harmless the ENGINEER and all of its personnel from and against any claims, damages, loss and expenses (including attorney's fees) arising out of or resulting from the performance of the services under this AGREEMENT, provided that any such claim, damage, loss or expense is solely caused by the negligent act or omission of the CLIENT, its employees or agents (except ENGINEER).
- 7.7 Re-use of Documents. All documents including design plans, specifications and documents prepared by ENGINEER pursuant to this AGREEMENT are instruments of service with respect to the specific project and/or this AGREEMENT. They are not intended or represented to be suitable for re-use by CLIENT or others on extensions of the project or on any other project. Therefore, any other use or distribution of said documents without the written consent of ENGINEER is prohibited.
- 7.8 Controlling Law. This AGREEMENT is to be governed by the laws of the State of Georgia. The parties hereby agree and stipulate this AGREEMENT was made and entered into in Coweta County, Georgia, which shall be appropriate venue for any action brought relating thereto.
- 7.9 Severability and Reformation. Any provision or part thereof of this AGREEMENT held to be void or unenforceable under any law shall be deemed stricken, and all remaining

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provisions shall continue to be valid and binding upon the parties. The parties agree that this AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

- 7.10 **Risk Allocation**. In recognition of the relative risks, rewards and benefits of the project to both the CLIENT and ENGINEER, the risks have been allocated such that the ENGINEER and the CLIENT agree that, to the fullest extent permitted by the law, each parties' total aggregate liability to the one another and their respective contractors, subcontractors, consultants and other parties with legal standing to file claims resulting from any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this AGREEMENT from any cause or causes, shall not exceed \$50,000 or the total fee for services contemplated under this AGREEMENT, whichever is less. Such causes include, but are not limited to, ENGINEER's or CLIENT's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
- 7.11 Ownership of Documents. All documents produced by ENGINEER under this agreement shall remain the property of ENGINEER and may not be used by the CLIENT for any other endeavor without the written consent of ENGINEER. Any unauthorized use or distribution shall be at CLIENT's and Recipient's sole risk and without liability to ENGINEER. CLIENT further agrees that documents produced by ENGINEER pursuant to this agreement will not be used at any location or for any project not expressly provided for in this AGREEMENT without ENGINEER's written approval.
- Discovery of Hazardous Materials. Hazardous materials may exist on the site on which 7.12 work will be performed by the ENGINEER under this agreement. The CLIENT acknowledges that the ENGINEER's scope of services for this project does not include any services related to the identification, removal or abatement of hazardous wastes. The ENGINEER and the CLIENT agree that the discovery of hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. The ENGINEER and the CLIENT also agree that the discovery of hazardous materials may make it necessary for the ENGINEER to take immediate measures to protect human health and safety, and/or the environment. The ENGINEER agrees to notify the CLIENT as soon as practically possible should hazardous materials or suspected hazardous materials be encountered. The CLIENT authorizes the ENGINEER to take any and all emergency measures that in the ENGINEER's professional opinion are justified to preserve and protect the health and safety of the ENGINEER's personnel and the public, and/or the environment, and the CLIENT agrees to compensate the ENGINEER for the additional cost of such work.
- 7.13 Site Operations. The ENGINEER's field personnel will avoid hazards or utilities that are visible to them at the site. If the ENGINEER is given data in writing that reveals the presence or potential presence of underground or overground obstructions, such as utilities, the ENGINEER will give special instructions to their field personnel. The ENGINEER will conduct the research that in its professional opinion is necessary to

locate utility lines and other objects that may exist beneath the site's surface. The CLIENT recognizes that the ENGINEER's research may not identify all subsurface utility lines and manmade objects, and that the information upon which the ENGINEER relies may contain errors or may not be complete. The ENGINEER is not responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions. For example, evaluations of existing buildings require that certain assumptions be made regarding existing conditions, many of which cannot be viewed by reasonable visual observation. The CLIENT understands that actual field conditions may subsequently be found to vary from design assumptions which in turn may alter or increase the scope of the design and/or construction services.

7.14 **Dispute Resolution.** The CLIENT and ENGINEER agree to use their best efforts to resolve amicably any dispute, including the use of alternative dispute resolution options. However, neither party is obligated to use alternative dispute resolution absent its written agreement.

This AGREEMENT (consisting of thirteen (13) pages) constitutes the entire AGREEMENT between CLIENT and ENGINEER and supersedes all prior written or oral understandings between them in respect of the subject matter covered hereby. The attached documents and those incorporated herein constitute the entire AGREEMENT between the parties and cannot be changed except by a written instrument signed by an authorized agent of both parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as of the day and year first above written.

CLIENT:

City of Fairburn

(Name) MARIO B. AVERA (Title) MAIOR

150

Attest: TOM RIDGWAY

**ENGINEER:** 

Integrated Science & Engineering, Inc.

Lawrence H. Davis, Jr., P.E. President

Emlerson

Attest:



Master Services Agreement City of Falrburn August 7, 2017

#### ATTACHMENT A

#### UNIT RATES

Integrated Science & Engineering, Inc.

Principal Senior Engineering Manager / Project Manager Project Engineer III Project Engineer II Project Engineer I	Rate/Hour \$185 \$160 \$145 \$130 \$115
Engineer II	\$105
Engineer I GIS Professional III GIS Professional II GIS Professional I Senior Planner	90 \$115 \$90 \$80 \$90 \$130
Senior Surveying Manager / Registered Land Surveyor Survey Crew (2-Person) Survey Crew (1-Person)	\$135 \$115
Engineer / Survey Technician III Engineer / Survey Technician II Engineer / Survey Technician I Administration / Clerical	\$115 \$85 \$65 \$60
Subcontractor / Subconsultant Reimbursables	Cost + 15% Cost + 15%

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## **CITY OF FAIRBURN**

## CITY COUNCIL AGENDA ITEM

#### SUBJECT: FOR MAYOR AND COUNCIL TO APPROVE THE POLICE DEPARTMENT VEHICLE PURCHASE AND OUTFITTING IN THE AMOUNT OF \$122,625

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

Submitted: 10/20/2020 Work Session: N/A Council Meeting: 10/26/2020

**DEPARTMENT:** Police

**BUDGET IMPACT:** \$122,625, Vehicle Account 100-3200-54-2200 and Other Equipment Account 100-3200-54-2500

PUBLIC HEARING? ( ) Yes (X) No

**<u>PURPOSE</u>**: The Police Department is requesting approval for the purchase and outfitting of three (3) Ford Explorer police vehicles for the 2020-2021 Fiscal Year.

**HISTORY:** The Police Department is requesting approval for \$99,900 to purchase three (3) Ford Explorers Police vehicles, plus an additional \$22,725 for aftermarket equipment outfitting. The purchase of the vehicles is at state contract pricing via Brannen Motors in the amount of \$99,900. The aftermarket equipment outfitting will be through 144<sup>th</sup> Marketing Group in the amount of \$22,725.

Capital Outlay Other Equipment	Vehicles Outfitting	Current Budget 100-3200-54-2200 100-3200-54-2500	\$100,752 \$22,500
Total Available Total Request			\$123,252 \$122,625

**<u>RECOMMENDED ACTION</u>**: Approval for the purchase and outfitting of three (3) Ford Explorer Police vehicles.

Elizabeth Can Ahust

Elizabeth Carr-Hurst, Mayor

## FLEET - COMMERCIAL - GOVERNMENT SALES



THE ORIGINAL

LUM



"YOUR EMERGENCY VEHICLE HEADQUARTERS FOR OVER 25 YEARS"

MOTOR

1080 Second Street I-75 @ Exit# 122 PO Box 746 Unadilla GA. 31091

Toll Free 1-800-999-9606 Local (470) 627-3221 Fax (478) 627-9550 Email: Jamey@brannenmotors.com

## Fleet Proposal

	2021 FORD INTERCEPTOR 3.3L V6
	3.3L V6 engine, 10-speed auto, All Wheel Drive
	Power windows, locks, mirrors, tilt & cruise
-	Automatic LED headlamps (High/Low beam) with wig-wags
	Pre-drilled headlamps for corner strobe installation
	Front & Rear A/C and Heat
	Remote keyless entry wtih 4 key fobs
·····	Bluetooth Connectivity and rearview camera in center stack
	Class III trailer hitch (5,000 lb. tow capacity & 2 recovery hooks)
	SOS Post-Crash Alert System
	255/60R18 All Season tires & black steel wheels/chrome centers
	Total= \$33,300.00

Bobby Reed Fleet Manager Jamey Reed Asst. Fleet Manager

× 3 vehicles F99,900

#### 144th Marketing Group, LLC

611 Highway 74S, Suite 3000 Peachtree City, GA 30269 0) 631-2937 info@144thmg.com www.144thfleet.com

#### ADDRESS

Fairburn Police Department City of Fairburn Attn: Accounts Payable 56 Malone Street SW Fairburn, GA 30213

Estimate
----------



SHIP TO

Fairburn Police Department 191 West Broad Street Fairburn, GA 30213

ESTIMATE #	DATE	
106199	10/14/2020	

#### SHIP DATE

03/07/2018

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	2020 Patrol			0.00
				0.00
36-2125	Push Bumper - PIU, Police Interceptor Utility 2020	3	260.00	780.00
2125PB	Pit Bar - PIU, Police Interceptor Utility 2020	3	260.00	780.00
36-2125W	Wing Wrap - PIU, Police Interceptor Utility 2020	3	100.00	300.00
36-6005C2CH	Westin Chase 2-Light Channel	3	25.00	75.00
EMPLB002RJ-01Y	Mpower 54" Lightbar - low profile	3	1,950.00	5,850.00
C3RNR-24L-BB	24" Outliner perimeter bar, left wire exit, blue/blue	3	150.00	450.00
3492L6S	XCEL full feature 12V siren with hard-wired microphone and light controls	3	325.00	975.00
MICROPAK-DC-BW	Directional, 6-Pack LED Hide-a-Blast, 12-12V, 29FPs, multi color, blue/white	6	60.00	360.00
MR6-B	SURFACE MOUNT or FLUSH MOUNT (Grommet* sold separately), Blue LEDs	12	60.00	720.00
C3100U	CODE 3/C3100 Speak with Universal Brackets	3	150.00	450.00
CD3766BW	Chase Lights for the Westin Channel	6	75.00	450.00
Misc	Show-Me Flasher Just on tail lights	3	50.00	150.00
M-180S-B	Intersection/Mirror/Puddle Light, Center Section Blue LED	6	80.00	480.00
BSM-BKT-PIU	M180 Intersection Light Bracket, Below Side Mirror, PIU	3	25.00	75.00
425-6508	Ford PI Utility (2020+) Integrated Pentax/Brother Contour Console - IPBCC	3	400.00	1,200.00
<u>-</u> 5-6411	Arm Rest - Adjustable (4.125" x 9" x 11")-Universal	3	80.00	240.00
425-5699/4143	Console Side Mount - PI Utility 2020+	3	385.00	1,155.00

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	(Fits 425-6505)			· · · · · · · · · · · · · · ·
j-3704	Dual ABS Cupholder	3	35.00	105.00
425-2969	Faceplate with 3-12 Volt Power Outlets	3	30.00	90.00
475-0067	Side Curtain Airbag Compliant Cargo Barrier (CB4) - Ford PI Utility (2020+)	3	400.00	1,200.00
475-0968	PI Utility 2020+ HSEP - 2P (VP9 Space Creator)	3	85.00	255.00
475-0848	PI Utility 2020+ Window Armor (Bar Style) for use with OEM Door Panels	3	235.00	705.00
Misc	inverter	3	60.00	180.00
Graphics	Graphics	3	275.00	825.00
Labor	Installation	45	85.00	3,825.00
Shipping	Shipping - varies on qty ordered / price subject to change	3	350.00	1,050.00
	ТОТА			_

TOTAL

\$22,725.00

Accepted By

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Accepted Date



## **CITY OF FAIRBURN**

## **CITY COUNCIL AGENDA ITEM**

# SUBJECT: FOR MAYOR AND COUNCIL TO APPROVE THE SPEED LIMIT INCREASE ON GULLATT ROAD

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

Submitted: 10/21/2020 Work Session: N/A

Council Meeting: 10/26/2020

**DEPARTMENT**: Police

BUDGET IMPACT: N/A

**<u>PUBLIC HEARING?</u>** ( ) Yes (X) No

**<u>PURPOSE</u>**: The Police Department is requesting that the speed limit on Gullatt Road be increased from 25 mph to a posted speed of 35 mph.

**<u>HISTORY</u>**: Gullatt Road is used as a cut through from Coweta County to Hwy 29. The speed limit is currently 25 mph, the Police Department is asking to increase the speed limit to 35 mph.

**FACTS AND ISSUES:** On August 1, 2019, the Police Department requested to have this speed limit reduced from 45 mph to 25 mph because Gullatt Road was narrow and in need of repair. To date, the road has been completely resurfaced and is in great shape. Therefore, the Police Department is requesting that the speed limit should be increased to 35 mph to remain consistent with both the City of South Fulton and Coweta County speeds on the same road.

**<u>RECOMMENDED ACTION</u>**: Approval to increase the speed limit on Gullatt Road from 25 mph to a posted speed of 35 mph. The area of Gullatt Road that the speed limit increase is being proposed is a 1.2 mile stretch from Coweta County line to Johnson Road.

leth an Hurst

Elizabeth Carr-Hurst, Mayor